



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

Thursday, May 3, 2018
6:15 PM
City Council Chambers
City Hall
220 SE Green Street
Lee's Summit, MO 64063
(816) 969-1000

AMENDED - REGULAR SESSION NO. 2

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. [2018-2007](#) Approval of Action Letters from April 5, April 12 and April 19, 2018.
- B. [2018-2028](#) Mayor Pro Tempore Lopez City Council Committee and Liaison Appointments.
- C. [2018-2012](#) Approval of change of managing officer for Quik Trip Store #162 at 801 SE M291 Highway, #183 at 1001 SW Blue Parkway, and #191 at 1450 NE M291 Highway.
- D. [2018-2025](#) Hazardous Materials Permit for KC Dumpster Co. located at 1280 SE Century Drive.

- E. [BILL NO. 18-67](#) An Ordinance approving a Preliminary Development Plan requesting the removal of certain conditions from approval Ordinance No. 6066 for the Fairfield Woods Subdivision, in accordance with the provisions of Unified Development Ordinance No. 5209, for the City of Lee's Summit, Missouri. (Note: First reading on April 19, 2018. Passed by unanimous vote).
- F. [BILL NO. 18-68](#) An Ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to June 30, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting state funds in the amount of \$9,372,772.00 to rehabilitate and strengthen runway 18-36, extend runway 18-36, extend runway 11-29; and runway 18-36 and 11-29 lighting improvements. (Note: First reading on April 19, 2018. Passed by unanimous vote).
- G. [BILL NO. 18-69](#) An Ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to December 31, 2018 of the execution of an Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting state funds in the amount of \$520,710.00 to rehabilitate and strengthen runway 18-36, extend runway 18-36, extend runway 11-29; and runway 18-36 and 11-29 lighting improvements. (Note: First reading on April 19, 2018. Passed by unanimous vote).
4. **PROCLAMATIONS:**
- A. [2018-2011](#) May 2018 Bike and Walk Month
- B. [2018-2022](#) May 2018 Building Safety Month
- C. [2018-2023](#) Hammer Out Hunger Days May 3- 13, 2018
5. **PRESENTATIONS:**
- A. [2018-1992](#) Presentation of 2018 Citizen's Leadership Academy Graduation Certificates.
- B. [2018-1962](#) Presentation and review of City's adopted Economic Development Incentive Policy
- C. [2018-2008](#) License Tax Review Committee Annual Report for FY2017

6. RESOLUTIONS:

- A. [RES. NO.](#) A Resolution adopting the methodology for calculating the License Tax on
[18-05](#) building contractors relative to Section 28-179 of the Code of the City of
Lee's Summit, Missouri and City of Lee's Summit Ordinance No. 4592.

7. 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.](#) An Ordinance approving the award of Bid No. 41732272 for the NE
[18-73](#) Gateway Drive, NE Delta School Road to NE Georgian Drive project to
Freemen Concrete Construction, LLC in the amount of \$604,357.68.

8. PROPOSED ORDINANCES - SECOND READING:

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

- A. [BILL NO.](#) An Ordinance authorizing the execution of a Development Agreement
[18-70](#) between Clayton Properties Group, Inc. dba Summit Homes and the City of
Lee's Summit, Missouri for the Hawthorne Ridge Subdivision Development.
(Note: First reading by City Council on April 19, 2018.)
- B. [BILL NO.](#) An Ordinance approving Award of RFQ 2018-302-1 to Terracon Consultants,
[18-71](#) Inc. for on-call yearly geotechnical construction, material testing and
inspection services; a one-year contract with three possible one-year
renewal options.
(Note: First reading by City Council on April 19, 2018.)
- C. [BILL NO.](#) An Ordinance approving award of RFQ 2018-302-2 to Kansas City Testing
[18-72](#) and Engineering, LLC for on-call yearly geotechnical construction, material
testing and inspection services; a one-year contract with three possible
one-year renewal options.
(Note: First reading by City Council on April 19, 2018.)

9. COMMITTEE REPORTS (Committee chairs report on matters held in Committee):**10. COUNCIL ROUNDTABLE:****11. STAFF ROUNDTABLE:****12. 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".

Packet Information

File #: 2018-2007, **Version:** 1

Approval of Action Letters from April 5, April 12 and April 19, 2018.

Council Action:

I move for approval of Action Letters from April 5, April 12 and April 19, 2018 as part of the Consent Agenda.



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

Thursday, April 5, 2018

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

*****AMENDED*** REGULAR SESSION NO. 60**

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Rhoads called Regular Session No. 60 to order at 6:41 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: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, to approve the published Amended Agenda. The motion carried by the following vote:

AYE:

Councilmember Binney
Councilmember Carlyle
Councilmember Seif
Councilmember Forte
Councilmember DeMoro
Councilmember Mosby
Councilmember Edson

ABSENT:

Councilmember Faith

1. **PUBLIC COMMENTS:**

Ms. Geraldine Amato shared her thoughts on the state of the Republic.

Mr. Chad Anderson spoke regarding Bill No. 18-40 and 18-41, asking Council not to approve these two bills.

2. **COUNCIL COMMENTS:**

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Edson, to reconsider Bill No. 18-20 at the correct place on the agenda. The motion carried by the following vote:

AYE:

Councilmember Seif
Councilmember Edson
Councilmember Mosby
Councilmember DeMoro

NAY:

Councilmember Binney
Councilmember Carlyle
Councilmember Forte

ABSENT:

Councilmember Faith

3. **APPROVAL OF CONSENT AGENDA:**

- A. [2018-1967](#) Approval of Action Letters from March 1 and March 15, 2018.

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, to approve the Action Letters from March 1 and March 15, 2018 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. 18-56](#) AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR IN HOME MASSAGE THERAPY IN DISTRICT R-1 ON LAND LOCATED AT 1613 SE 2ND TERRACE FOR A PERIOD OF TEN (10) YEARS, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

(Note: First reading on March 15, 2018. Passed by unanimous vote).

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember

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Action Letter

April 5, 2018

Carlyle, to adopt Bill No. 18-31 be adopted and numbered Ord. No. 8373 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. PROCLAMATIONS:

- A. [2018-1971](#) Fair Housing Month Proclamation

This Proclamation was read into the record.

5. PRESENTATIONS:

- A. **2018-1779** Lee's Summit CARES "State of the Youth" Presentation

No one was there to present, so this item has been moved to a later date.

7. PROPOSED ORDINANCES FORWARDED FROM COMMITTEE:

- A. [BILL NO. 18-58](#) AN ORDINANCE APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH B. DEAN CONSTRUCTION COMPANY FOR THE NORTHWEST QUADRANT T-HANGAR DEVELOPMENT PROJECT, AN INCREASE OF \$395,084.44 FOR A REVISED CONTRACT PRICE OF \$2,547,940.49. (PWC 3/20/18)

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Carlyle, that Bill No. 18-58 be second read. The motion carried by the following vote:

Aye: 6 - Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Mosby
Councilmember Seif
Councilmember DeMoro

Absent: 2 - Councilmember Binney
Councilmember Faith

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Forte, that Bill No. 18-58 be adopted and numbered Ord. No. 8374. 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

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- B.** [BILL NO.](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 10
[18-59](#) TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR
ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN
THE AMOUNT OF \$66,630.00 FOR THE DESIGN AND CONSTRUCTION
PHASE OF NORTHWEST T-HANGAR AND TAXILANE DEVELOPMENT -
PHASE 2. (PWC 3/20/18)

ACTION: A motion was made by Councilmember Mosby, seconded by Councilmember Carlyle, that Bill No. 18-59 be second read. 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

ACTION: A motion was made by Councilmember Mosby, seconded by Councilmember Seif, that Bill No. 18-59 be adopted and numbered Ord. No. 8375. 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

- C.** [BILL NO.](#) AN ORDINANCE AWARDED BID NO. 20331683-C AND 20431683-C, FOR
[18-60](#) THE WATER MAIN REPLACEMENT-FY17 AND FY18 TO HAVENS
CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$2,313,313.00
AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
FOR THE SAME. (PWC 3/20/18)

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Carlyle, that Bill No. 18-60 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 Seif, seconded by Councilmember Carlyle, that Bill No. 18-60 be adopted and numbered Ord. No. 8376. 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

8. PUBLIC HEARINGS:

- A. [2018-1846](#) PUBLIC HEARING - Appl. #PL2017-234 - REZONING from AG to RLL - 5261 NE Maybrook Rd.; Derek D. Collins, applicant.

Ms. Theresa Bolinwider addressed the Council regarding the abuse of the special use permit for years. She did not approve of the baseball field and stated the septic systems have a 30% failure rate. She is a neighbor that is opposed granting to this Special Use Permit.

This Public Hearing - Sworn was received and filed.

- 1) [BILL NO. 18-61](#) AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT AGRICULTURAL (AG) TO DISTRICT RESIDENTIAL LARGE LOT (RLL), APPROXIMATELY 3.85 ACRES LOCATED AT 5261 NE MAYBROOK ROAD, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Binney, that Bill No. 18-61 be advanced to second reading. The motion failed by the following vote:

Aye: 3 - Councilmember Binney
Councilmember Carlyle
Councilmember Forte

Nay: 4 - Councilmember Edson
Councilmember Mosby
Councilmember Seif
Councilmember DeMoro

Absent: 1 - Councilmember Faith

- B. [2018-1957](#) PUBLIC HEARING - Appl. #PL2017-257 - SPECIAL USE PERMIT for outdoor secondary sales of motor vehicles - Genuine Auto Repair, 520 SW 3rd Street; Gary Serville, Jr., applicant.

This Public Hearing - Sworn was received and filed.

- 1) [BILL NO. 18-62](#) AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AUTOMOTIVE SALES, GENUINE AUTO, IN DISTRICT CP-2 (PLANNED COMMUNITY COMMERCIAL DISTRICT) ON LAND LOCATED AT 520 SW 3rd ST FOR A PERIOD OF FIVE (5) YEARS, ALL IN ACCORDANCE WITH ARTICLE 10

WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

(NOTE: First reading by City Council on April 5, 2018.)

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Carlyle, that Bill No. 18-62 be advanced to second reading. The motion carried by the following vote:

Aye: 5 - Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Mosby
Councilmember DeMoro

Nay: 2 - Councilmember Binney
Councilmember Seif

Absent: 1 - Councilmember Faith

9. PROPOSED ORDINANCES - FIRST READING:

- A.** [BILL NO. 18-40](#) AN ORDINANCE AMENDING THE CITY'S ACCESS MANAGEMENT CODE AS ADOPTED AND MADE A PART OF THE CODE OF ORDINANCES BY SECTION 26-308 OF THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

(NOTE: First reading by City Council on April 5, 2018.)

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 18-40 be advanced to second reading. The motion carried by the following vote:

Aye: 5 - Councilmember Binney
Councilmember Carlyle
Councilmember Forte
Councilmember Seif
Councilmember DeMoro

Nay: 2 - Councilmember Edson
Councilmember Mosby

Absent: 1 - Councilmember Faith

- B.** [BILL NO. 18-41](#) 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 JEFFERSON STREET IMPROVEMENT PROJECT (OLDHAM ROAD TO PERSELS ROAD); 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: This item was CONTINUED on March 1, 2018 per City Council vote.)

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 18-41 be tabled. 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

- C.** [BILL NO. 18-63](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN DYMON WOOD AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR SIDEWALK IMPROVEMENT OBLIGATIONS RELATING TO THE PLAT HEARNE'S ADDITON, LOTS 18A, 18B, AND 18C DEVELOPMENT.

(NOTE: First reading by City Council on April 5, 2018. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Seif, that Bill No. 18-63 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

- D.** [BILL NO. 18-64](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "ASH GROVE, TRACT A-1", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

(NOTE: First reading by City Council on April 5, 2018. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Binney, that Bill No. 18-64 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

- E.** [BILL NO. 18-65](#) AN ORDINANCE APPROVING THE EXECUTION OF AN AMENDED 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 HAZARDOUS MOVING VIOLATION PROJECT.

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(NOTE: First reading by City Council on April 5, 2018. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Mosby, seconded by Councilmember Carlyle, that Bill No. 18-65 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

10. PROPOSED ORDINANCES - SECOND READING:

- A.** [BILL NO. 18-57](#) AN ORDINANCE APPROVING THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT AND PARROT PROPERTIES, LLC, FOR THE VILLAGE AT VIEW HIGH TAX INCREMENT FINANCING PLAN.

(Note: First reading by Council on March 15, 2018).

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Forte, that Bill No. 18-57 adopted and numbered Ord. No. 8377. The motion carried by the following vote:

Aye: 5 - Councilmember Carlyle
Councilmember Edson
Councilmember Forte
Councilmember Seif
Councilmember DeMoro

Nay: 2 - Councilmember Binney
Councilmember Mosby

Absent: 1 - Councilmember Faith

- B.** [BILL NO. 18-48](#) Reconsideration of Bill No. 18-48 previously vetoed by the Mayor. AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT, MISSOURI, CHAPTER 16, LEE'S SUMMIT PROPERTY MAINTENANCE CODE, BY ADOPTING REGULATIONS PERTAINING TO VEHICLE PARKING AND STORAGE REGULATIONS FOR PRIVATE PROPERTY.

(Note: First reading on March 1, 2018. Passed by unanimous vote. Second Reading on March 15, 2018. Mayor Vetoed.)

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Forte, to override the Mayor's veto of Bill No. 18-48. The motion failed by the following vote:

Aye: 2 - Councilmember Forte
Councilmember Mosby

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Nay: 5 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Seif
Councilmember DeMoro

Absent: 1 - Councilmember Faith

2018-1998 Bill No. 18-20

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Edson, to adopt Bill No. 18-20. The motion failed by the following vote:

AYE:

Councilmember Seif
Councilmember Edson
Councilmember Mosby
Councilmember DeMoro

NAY:

Councilmember Binney
Councilmember Carlyle
Councilmember Forte

ABSENT:

Councilmember Faith

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

Councilmember Binney advised the Finance and Budget Committee did not have a quorum. They did hear the dashboards as no action was needed. The one ordinance on their agenda was moved straight to Council.

12. COUNCIL ROUNDTABLE:

Councilmember Edson stated the City Manager, Mr. Steve Arbo, and former Councilmember Jim Hallam as well as citizens from Lee's Summit travelled to Whiteman Air Force Base to visit the sister squadron. In the past year they have participated in several events in Lee's Summit and she feels it has been a great relationship. She appreciates them and looks forward to working with them for many years to come.

13. STAFF ROUNDTABLE:

There was no Staff Roundtable.

14. ADJOURNMENT

Mayor Rhoads adjourned Regular Session No. 60 at 8:12 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".



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

Thursday, April 12, 2018

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

*****AMENDED*** REGULAR SESSION NO. 61 AND SINE DIE**

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Rhoads called Regular Session No. 61 to order at 6:15 p.m.

ROLL CALL

Present: 6 - Councilmember Rob Binney
Councilmember Trish Carlyle
Councilmember Phyllis Edson
Councilmember Craig Faith
Councilmember Diane Forte
Councilmember Fred DeMoro

Absent: 2 - Councilmember Dave Mosby
Councilmember Diane Seif

APPROVAL OF AGENDA

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, to approve the Published Amended Agenda. The motion carried by the following vote:

AYE:

Councilmember Forte
Councilmember Carlyle
Councilmember Edson
Councilmember Binney
Councilmember DeMoro
Councilmember Faith

ABSENT:

Councilmember Seif
Councilmember Mosby

1. PUBLIC COMMENTS:

Mrs. Gladys Bratton shared her thoughts on failed Bill No. 18-20 regarding employee compensation. She also stated she hoped this would be reviewed further during the upcoming budget review for the next fiscal year.

2. COUNCIL COMMENTS:

Councilmember Binney stated the Council had received more information from the applicant after the Public Hearing last week. He would like to see this be reconsidered, but he was not on the prevailing side so he could not make that motion.

[2018-2006](#)

Reconsideration of Bill No. 18-61

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Binney, to reconsider Bill No. 18-61, AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT AGRICULTURAL (AG) TO DISTRICT RESIDENTIAL LARGE LOT (RLL), APPROXIMATELY 3.85 ACRES LOCATED AT 5261 NE MAYBROOK ROAD, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI. The motion carried by the following vote:

AYE:

Councilmember DeMoro
Councilmember Binney
Councilmember Faith
Councilmember Forte
Councilmember Edson
Councilmember Carlyle

ABSENT:

Councilmember Mosby
Councilmember Seif

[BILL NO.](#)
[18-61](#)

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT AGRICULTURAL (AG) TO DISTRICT RESIDENTIAL LARGE LOT (RLL), APPROXIMATELY 3.85 ACRES LOCATED AT 5261 NE MAYBROOK ROAD, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Binney, that Bill No. 18-61 AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT AGRICULTURAL (AG) TO DISTRICT RESIDENTIAL LARGE LOT (RLL), APPROXIMATELY 3.85 ACRES LOCATED AT 5261 NE MAYBROOK ROAD, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI; be remanded to the Planning Commission with the direction to prove proper notice and hold an additional Public Hearing.

The motion carried by the following vote:

AYE:

Councilmember DeMoro
Councilmember Faith

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April 12, 2018

Councilmember Binney
Councilmember Forte
Councilmember Edson
Councilmember Carlyle

ABSENT:
Councilmember Mosby
Councilmember Seif

3. APPROVAL OF CONSENT AGENDA:

- A. [BILL NO.](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT
[18-63](#) AGREEMENT BETWEEN DYMON WOOD AND THE CITY OF LEE'S
SUMMIT, MISSOURI FOR SIDEWALK IMPROVEMENT OBLIGATIONS
RELATING TO THE PLAT HEARNE'S ADDITON, LOTS 18A, 18B, AND 18C
DEVELOPMENT.

(NOTE: First reading by City Council on April 5, 2018. Passed by
unanimous vote.)

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember
Carlyle, that Bill No. 18-63 be adopted and numbered Ord. No. 8378, as part of the
Consent Agenda. The motion carried by the following vote:**

Aye: 6 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember DeMoro

Absent: 2 - Councilmember Mosby
Councilmember Seif

- B. [BILL NO.](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "ASH GROVE, TRACT
[18-64](#) A-1", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.
(NOTE: First reading by City Council on April 5, 2018. Passed by
unanimous vote.)

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember
Carlyle, that Bill No. 18-64 be adopted and numbered Ord. No. 8379, as part of the
Consent Agenda. The motion carried by the following vote:**

Aye: 6 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember DeMoro

Absent: 2 - Councilmember Mosby
Councilmember Seif

- C. [BILL NO.](#) AN ORDINANCE APPROVING THE EXECUTION OF AN AMENDED GRANT
[18-65](#) 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 HAZARDOUS MOVING VIOLATION PROJECT.

City Council - Regular Session

Action Letter

April 12, 2018

(NOTE: First reading by City Council on April 5, 2018. Passed by unanimous vote.)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, that Bill No. 18-65 be adopted and numbered Ord. No. 8380, as part of the Consent Agenda. The motion carried by the following vote:

Aye: 6 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember DeMoro

Absent: 2 - Councilmember Mosby
Councilmember Seif

4. RESOLUTIONS:

- A. [RES. NO. 18-04](#) A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION TO REQUEST APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN FOR THE DEVELOPMENT OF PROPERTY LOCATED NORTHWEST OF THE INTERSECTION OF CHIPMAN ROAD AND PRYOR ROAD IN THE CITY OF LEE'S SUMMIT, MISSOURI.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Faith, that Resolution No. 18-04 be adopted. The motion carried by the following vote:

Aye: 6 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember DeMoro

Absent: 2 - Councilmember Mosby
Councilmember Seif

5. EMERGENCY ORDINANCES:

- A. [SUBSTITUTE BILL NO. 18-66](#) AN ORDINANCE CANVASSING AND DECLARING THE RESULTS OF THE APRIL 3, 2018, REGULAR MUNICIPAL ELECTION FOR THE CITY OF LEE'S SUMMIT, MISSOURI, AND CONTAINING AN EMERGENCY CLAUSE.

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Faith, that Substitute Bill No. 18-66 be second read. The motion carried by the following vote:

Aye: 6 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember DeMoro

Absent: 2 - Councilmember Mosby
Councilmember Seif

ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Substitute Bill No. 18-66 be adopted and numbered Ord. No. 8381. The

motion carried by the following vote:

Aye: 6 - Councilmember Binney
Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember DeMoro

Absent: 2 - Councilmember Mosby
Councilmember Seif

6. PROPOSED ORDINANCES - SECOND READING:

- A. [BILL NO. 18-62](#)** AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AUTOMOTIVE SALES, GENUINE AUTO, IN DISTRICT CP-2 (PLANNED COMMUNITY COMMERCIAL DISTRICT) ON LAND LOCATED AT 520 SW 3rd ST FOR A PERIOD OF FIVE (5) YEARS, ALL IN ACCORDANCE WITH ARTICLE 10 WITHIN THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

(NOTE: First reading by City Council on April 5, 2018.)

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Carlyle, that Bill No. 18-62 be adopted and numbered Ord. No. 8382. The motion carried by the following vote:

Aye: 5 - Councilmember Carlyle
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember DeMoro

Nay: 1 - Councilmember Binney

Absent: 2 - Councilmember Mosby
Councilmember Seif

- B. [BILL NO. 18-40](#)** AN ORDINANCE AMENDING THE CITY'S ACCESS MANAGEMENT CODE AS ADOPTED AND MADE A PART OF THE CODE OF ORDINANCES BY SECTION 26-308 OF THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

(NOTE: First reading by City Council on April 5, 2018.)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Forte, that Bill No. 18-40 be adopted and numbered Ord. No. 8383. The motion carried by the following vote:

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

Nay: 1 - Councilmember Edson

Absent: 2 - Councilmember Mosby
Councilmember Seif

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

Councilmember Faith noted the Public Works Committee has been discussing the prioritization of the CIP projects. They hope to continue this work. He asked if the committee would be able to meet next week due to a new Council after the election. Mr. Steve Arbo, City Manager, advised that would be at the discretion of the new Mayor.

Councilmember Binney stated the Finance and Budget Committee will be working on the City Managers budget. The next two meetings are scheduled for April 30th and May 1st.

8. COUNCIL ROUNDTABLE:

Councilmember Binney noted two upcoming events for the Lee's Summit Parks & Recreation: Night Flight: Friday, June 8, 2018 from 9:00 - 11:00 p.m. and Tour De Lakes: June 23, 2018.

9. STAFF ROUNDTABLE:

Mr. Steve Arbo, City Manager, thanked the Mayor and current City Council for the opportunity to work with them. He stated he felt they all worked together to make a lot of positive changes for the City over the years.

****SINE DIE AND SWEARING IN OF NEWLY ELECTED OFFICIALS****

PRESENTATION OF PLAQUES - SWEARING IN OF 2018 COUNCIL / MAYOR / JUDGE

Mayor Rhoads adjourned Regular Session No. 61 Sine Die

The Mayor was presented plaques in appreciation of all his years of service from 1998 - 2018 from Councilmember to Mayor.

The newly elected City Council was Sworn In by the City Clerk.

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".



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

Thursday, April 19, 2018

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 1 - AMENDED

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Baird called Regular Session No. 1 to order at 6:19 p.m.

ROLL CALL

Present: 9 - Mayor Bill Baird
Councilmember Rob Binney
Councilmember Trish Carlyle
Councilmember Fred DeMoro
Councilmember Phyllis Edson
Councilmember Craig Faith
Councilmember Diane Forte
Councilmember Bob Johnson
Councilmember Beto Lopez

APPROVAL OF AGENDA

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember DeMoro, to approve the published agenda as amended. The motion carried by the following vote:

Aye: 9 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

1. PUBLIC COMMENTS:

Ms. Teresa Vollenweider addressed the council regarding her opposition of a change in zoning at 5261 NE Maybrook Rd from agricultural to residential large lot, sighting abuses of the special use permit.

Ms. Geraldine Amoto again shared her opinions on the fall of the Republic.

2. COUNCIL COMMENTS:

(Mayor Baird amended the published agenda to move the Council Comments section to agenda item number eight.)

Councilmember Forte expressed that a first meeting is difficult and the new Councilmembers did a good job.

Councilmember Binney asked about the use of cell phones on the dais and how it relates to the Sunshine Law. Mr. Brian Head, City Attorney, responded that staff could render an opinion but ultimately the Council sets the policies.

Mayor Baird expressed that he shares Councilmember Binney's concern regarding the use of cell phones while on the dais and he believes the Council should work on trust, perception and respect. He added that he would like to have the Rules Committee define cell phone use.

Councilmember Johnson suggested the topic of cell phone use while on the dais be referred to the Rules Committee to be defined. Councilmember Faith agreed with this suggestion.

Mayor Pro Tem Lopez reported that he has been in discussions with Councilmembers regarding committee appointments and he expects committees will be formed in the next week.

Mayor Baird announced that Councilmember Lopez had been chosen as Mayor Pro Tem. He also requested that a presentation on the Economic Incentives process be provided during a Council work session.

3. APPROVAL OF CONSENT AGENDA:

- A. [2018-1984](#) Approval of Type G3 & S Liquor Licenses for Texas Roadhouse, 740 NW Blue Parkway.

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Faith, to approve this Liquor License as part of the consent agenda. The motion carried by the following vote:

City Council - Regular Session

Action Letter

April 19, 2018

Aye: 9 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

- B. [2018-2010](#) Appointment by Mayor Pro Tem Lopez of Councilmember Bob Johnson to the Finance and Budget Committee to fill the vacancy created after the April 3, 2018 election.

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Faith, that this Appointment be approved as part of the consent agenda. The motion carried by the following vote:

Aye: 9 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

4. **PRESENTATIONS:**

- A. [2018-1995](#) Presentation - Overview of Economic Development Incentives

This Presentation was received and filed.

5. **PUBLIC HEARINGS:**

- A. [2018-1975](#) PUBLIC HEARING - Appl. #PL2018-019 - PRELIMINARY DEVELOPMENT PLAN - Fairfield Woods subdivision, request to remove conditions of approval requiring an emergency access road on the properties addressed 4028 and 4032 NE Grant St and fire access road easement; James Brown, applicant

This Public Hearing - Sworn was received and filed.

- 1) [BILL NO. 18-67](#) AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUESTING THE REMOVAL OF CERTAIN CONDITIONS FROM APPROVAL ORDINANCE NO. 6066 FOR THE FAIRFIELD WOODS SUBDIVISION, IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI. (Note: First reading on April 19, 2018. Passed by unanimous vote).

City Council - Regular Session

Action Letter

April 19, 2018

ACTION: A motion was made by Councilmember DeMoro, seconded by Councilmember Binney, that Bill No. 18-67 be advanced to second reading. The motion carried by the following vote:

Aye: 9 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

6. PROPOSED ORDINANCES - FIRST READING:

- A.** [BILL NO. 18-68](#) AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO JUNE 30, 2018 OF THE STATE BLOCK AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

(Note: First reading on April 19, 2018. Passed by unanimous vote).

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Carlyle, that Bill No. 18-68 be advanced to second reading. The motion carried by the following vote:

Aye: 9 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

- B.** [BILL NO. 18-69](#) AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 OF THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$520,710.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

(Note: First reading on April 19, 2018. Passed by unanimous vote).

ACTION: A motion was made by Councilmember Faith, seconded by Councilmember Forte, that Bill No. 18-69 be advanced to second reading. The motion carried by the following vote:

City Council - Regular Session

Action Letter

April 19, 2018

Aye: 9 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Edson
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

- C.** [BILL NO.](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT
[18-70](#) AGREEMENT BETWEEN CLAYTON PROPERTIES GROUP, INC. DBA
SUMMIT HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE
HAWTHORNE RIDGE SUBDIVISION DEVELOPMENT
(Note: First reading by City Council on April 19, 2018.)

ACTION: A motion was made by Committee Member Johnson, seconded by Councilmember Faith, that Bill No. 18-70 be advanced to second reading. The motion carried by the following vote:

Aye: 8 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Edson

- D.** [BILL NO.](#) AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-1 TO TERRACON
[18-71](#) CONSULTANTS, INC. FOR ON-CALL YEARLY GEOTECHNICAL
CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A
ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL
OPTIONS.
(Note: First reading by City Council on April 19, 2018.)

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 18-71 be advanced to second reading. The motion carried by the following vote:

Aye: 8 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Edson

- E. [BILL NO.](#) AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-2 TO KANSAS CITY
[18-72](#) TESTING AND ENGINEERING, L.L.C. FOR ON-CALL YEARLY GEOTECHNICAL
CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A
ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL
OPTIONS.

(Note: First reading by City Council on April 19, 2018.)

ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Faith, that Bill No. 18-72 be advanced to second reading. The motion carried by the following vote:

Aye: 8 - Mayor Baird
Councilmember Binney
Councilmember Carlyle
Councilmember DeMoro
Councilmember Faith
Councilmember Forte
Councilmember Johnson
Councilmember Lopez

Nay: 1 - Councilmember Edson

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

Councilmember Binney announced the Finance and Budget Committee will meet April 30 and May 1 to discuss the City Manager's budget.

8. **COUNCIL ROUNDTABLE:**

(Mayor Baird amended the published agenda to move the Council Roundtable section to agenda item number two.)

Councilmember Faith reported that he was contacted regarding dangerous dogs. There is a comprehensive ordinance in place that is enforced. He does not feel further Legislative action is needed at this time.

Councilmember Johnson stated that he is working to learn the new electronic voting system and asked the audience for patience.

Councilmember Binney announced that RecycleFest is coming up. Ms. Dena Mezger, Director of Public Works, stated that a list of accepted items and further details can be found on the website at www.CityofLS.net under the Environment tab.

Mayor Pro Tem Lopez thanked everyone for being so welcoming.

Mayor Baird recognized Boy Scouts from Troops 1262 and 1778 that were in attendance. The Mayor then thanked the Council, staff and citizens for their support. He stated that in the next forty-five days they will be working on the budget, employee pay and being fiscally responsible.

9. STAFF ROUNDTABLE:

Mr. Steve Arbo, City Manager, provided the 2017 Annual Report to the City Council. He then announced that RecycleFest will be held on Saturday, May 5, from 9:00 a.m. to noon in the parking lot at City Hall and there will be a Communications Open House on Thursday, April 26, from 4:30 p.m. to 5:30 p.m. which would be a great opportunity for Councilmembers to meet the Creative Services Team.

10. ADJOURNMENT

Mayor Baird adjourned Regular Session No. 1 at 8:27 p.m.



The City of Lee's Summit

220 SE Green Street
Lee's Summit, MO 64063

Packet Information

File #: 2018-2028, **Version:** 1

Mayor Pro Tempore Lopez City Council Committee and Liaison Appointments.

City Council Committee Assignments

*Denotes Chairperson

**Denotes Vice Chairperson

Pending Approval 2018

Community and Economic Development Committee

*Beto Lopez
**Diane Forte
Fred DeMoro
Craig Faith
Alternate: Bob Johnson

Public Works Committee

*Craig Faith
**Fred DeMoro
Rob Binney
Diane Forte
Alternate: Phyllis Edson

City Council Rules Committee

*Trish Carlyle
**Bob Johnson
Phyllis Edson
Diane Forte
Alternate: Rob Binney

Finance and Budget Committee

*Bob Johnson
**Beto Lopez
Trish Carlyle
Phyllis Edson
Alternate: Rob Binney

Legislative/Inter-Governmental Relations

*Phyllis Edson
**Trish Carlyle
Rob Binney
Alternate: Bob Johnson
Mayor Bill Baird – Ex Officio member

Liaison Assignments

Arts Council	Fred DeMoro
Bi-State Commission	Beto Lopez
Board of Aeronautic Commissioners	Rob Binney
Downtown Main Street	Phyllis Edson
Chamber of Commerce	Mayor Baird, Steve Arbo*
Economic Development Council	Mayor Baird, Steve Arbo*
Historic Preservation	Fred DeMoro
Housing Authority	Phyllis Edson
Lee's Summit CARES	Diane Forte
License Tax Review Committee	Craig Faith**
Livable Streets Advisory Board	Trish Carlyle
Parks & Recreation	Bob Johnson
Public Safety Advisory Board	Craig Faith
Water Utilities Advisory Board	Craig Faith**
Youth Court	Diane Forte

*Notes positions required as part of Public Service Agreements

**Denotes position as Chair of Public Works Committee (1 meeting/year)

(new) Indicates a new "liaison" role. The Market Center of ideas was previously an ad hoc committee and now operates as an independent board.

Packet Information

File #: 2018-2012, **Version:** 3

Approval of change of managing officer for Quik Trip Store #162 at 801 SE M291 Highway, #183 at 1001 SW Blue Parkway, and #191 at 1450 NE M291 Highway.

Issue/Request:

Quik Trip Corp. is requesting this change in managing officer. This will be the managing officer for all of the Quik Trips within Lee's Summit.

Proposed City Council Motion:

I move for approval of change of managing officer for Quik Trip Store #162 at 801 SE M291 Highway, #183 at 1001 SW Blue Parkway, and #191 at 1450 NE M291 Highway as part of the Consent Agenda.

Background:

A background check was performed on the managing officer with no negative information found.

Staff Recommendation:

The Director of Liquor Control recommends approval of the change in managing officer for these Quik Trip Stores.



CITY OF LEE'S SUMMIT, MISSOURI
APPLICATION FOR BUSINESS LIQUOR LICENSE

Please mark ("x") which one of the following licenses you will need for a Lee's

Summit, Missouri establishment. Sunday licenses are a separate application.

- A1 - Manufacturing, brewing malt liquor (\$300.00)
- A2 - Manufacturing, brewing non-intoxicating beer (\$375.00)
- A3 - Wholesale selling of malt liquor (\$75.00)
- B1 - Manufacturing 22% or less alcohol content intoxicating liquor (\$150.00)
- B2 - Manufacturing, distilling, blending intoxicating liquor of all kinds (\$300.00)
- B3 - Wholesale selling of 22% or less alcohol-content intoxicating liquor (\$150.00)
- B4 - Wholesale selling of intoxicating liquor of all kinds (\$375.00)
- C1 - General retail selling of malt liquors, or wine, or both, by the drink and in the original package (\$52.50)
- C2 - Hotel retail selling of malt liquor by the drink and in the original package (\$52.50)
- C3 - Restaurant retail selling of malt liquor by the drink and in the original package, including Sunday sales (\$75.00)
- D - Retail selling of malt liquor only in the original package, including Sunday (22.50)
- G1 - General retail selling of intoxicating liquor of all kinds by the drink and in the original package (\$450.00)
- G2 - Hotel retail selling of intoxicating liquor of all kinds by the drink and in the original package (\$450.00)
- G3 - Restaurant retail selling of intoxicating liquor of all kinds by the drink and in the original package (\$450.00)
- H - Retail selling of intoxicating liquor of all kinds only in the original package (\$150.00);
- I - **Consuming** intoxicating liquor on premises not licensed to sell (C.O.L.) (\$90.00)
- J - Resort retail selling of intoxicating liquor by the drink. (\$450.00)
- S - **Sunday license** (\$300.00)

(Any reference to "Applicant" in this document refers to the Owner/Managing Officer.)

To be completed by applicant as (check one):

Sole Owner & Operator

Corporation

Partnership

LLC

Corporation/LLC Name: Quik Trip Corporation

Business Name: _____ Phone: _____

Business Address: _____ Lee's Summit, MO _____

(I), (We), the undersigned, hereby apply to the City of Lee's Summit, MO, for the following described license:
Type _____ for the premises described above.

Applicant's Name: Jacob R. Harper Phone: 913-207-3638

Home Address: 1000 SE Crimson Court, Blue Springs, MO 64014

Place of Birth: Jackson County - Independence, MO Date of Birth: 12/13/1980

Place of Employment (other than business): _____

Employment Address: _____ Phone: _____

1. List all previous addresses, if less than five years at current address: _____

2. Are you a citizen of the United States of America? _____ If naturalized, give date and place of naturalization: _____

3. Will you be the person in active control and/or management (managing officer) of this business full-time? _____ If not, give complete details on the planned management and persons involved.

4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? _____ If so, please give details: _____

5. Has any such license listed in question #4 ever been suspended or revoked? _____ If so, please give complete details: _____

APPLICATION FOR LIQUOR LICENSE
TYPE "S" - SUNDAY RETAIL (\$300)

The following is to be completed by the owner or managing officer:

Sole Owner & Operator Corporation Partnership

Applicant's Name: _____

Business Name: _____ Phone: _____

Business Address: _____ Lee's Summit, MO _____

I, the undersigned, hereby make application to the City of Lee's Summit, Missouri, for a Type "S" liquor license in accordance with Chapter 4, "Alcoholic Beverages" Ordinance of the City of Lee's Summit, Missouri.

County of Jackson)

SS

State of Missouri)

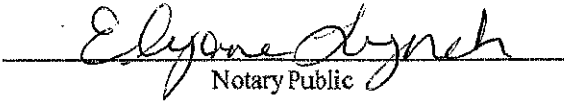
I, (please print) Jacob R. Harper, being of lawful age and duly sworn upon my oath, do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.


Applicant's Signature

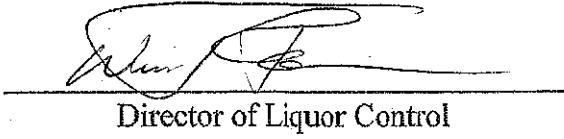
Subscribed and sworn to before me this 9th day of April 2018

My commission expires: 5-3-19

ELYANE LYNCH
Notary Public, Notary Seal
State of Missouri
Johnson County
Commission # 15635199
My Commission Expires May 03, 2019


Notary Public

It is recommended this application be APPROVED / DISAPPROVED this 16th day of April, 2018.


Director of Liquor Control

City Council Action: Approved Disapproved Date: _____

State of Missouri; and do you promise and agree not to violate any of the ordinances of Lee's Summit, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which the license is sought? _____

IF BUSINESS IS OWNED BY A CORPORATION, COMPLETE THIS SECTION:

Name of corporation/LLC: _____

State in which incorporated: _____ Date of incorporation: _____

If not a Missouri corporation/LLC, date authorized to do business in Missouri: _____

Full name, complete residential address, date of birth and Social Security Number of the President, Vice President, Treasurer and Secretary of the corporation (or Members of the LLC: _____

If stock is not publicly held, give names and residential addresses of all stockholders who hold 10% or more of the capital stock: _____

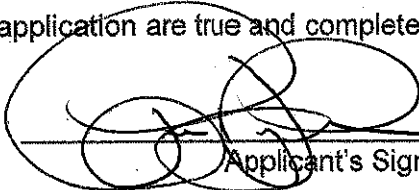
County of Jackson)

ss

State of Missouri)

I, Jacob Harper, being of lawful age and dulysworn upon my oath,
(Print Applicant's Name)

do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.



Applicant's Signature

Subscribed and sworn to before me this 9th day of April, 2018

Elyane Deynch
Notary Public

My commission expires: 5-3-19

To Be Provided By Applicant:

1) The Applicant and/or Managing Officer (if different) shall provide:

- a) Recent photograph;
- b) Copy of Missouri voter registration card;
- c) Copy of paid Missouri personal property tax receipt for year immediately preceding date of application
- d) Fingerprints (obtained at the Lee's Summit Police Department, Main Lobby, 10 NE Tudor Rd., Lee's Summit, MO). The Applicant and/or Managing Officer (if different) will be fingerprinted as will all officers, directors and any shareholder holding more than a ten percent (10%) interest in the business.

2) Copy of Business License (contact Treasury Department at 816-969-1139).

3) Copy of Zoning Approval (contact Planning & Development at 816-969-1600).

4) If existing business location:

- a) Copy of lease or mortgage showing Proof of Occupancy.
- b) Recent photographs of the interior and exterior of the premises to be licensed.

5) For newly constructed or remodeled businesses:

- a) Certificate of Occupancy Permit shall be obtained prior to the actual issuance of a city liquor license (contact Codes Administration at 816-969-1200).
- b) Complete description of the plans, specifications, and fixtures of the proposed place of business.

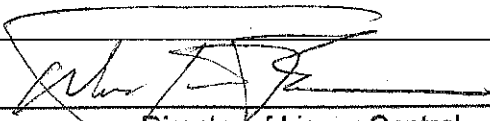
6) Package Liquor Only: Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an invoice of at least \$1,000, exclusive of fixtures and intoxicating liquors.

7) Appropriate license fee: Make checks and money orders payable to the City of Lee's Summit.

8) Estimated date of opening? Open

For Office Use Only:

It is recommended this application be APPROVED / DISAPPROVED this 16th day of April, 2018.



Director of Liquor Control

City Council Action: Approved Disapproved Date: _____



QuikTrip Corporation
4705 South 129th East Avenue
Tulsa, OK 74134

Jimmy W. Brown
Asst. Controller - Tax
918.615.7697
jbrownjr@quiktrip.com

March 23rd, 2018

City of Lee's Summit
10 NE Tudor Rd
Lee's Summit, MO 64086

RE: Managing Officer Change

To whom it may concern:

QuikTrip Corporation is requesting to change the managing officer for our liquor licenses from Robert Smith to Jacob Harper for the following QuikTrip locations:

QuikTrip #162 located at 801 SE M-291 Hwy, Lee's Summit, MO 64063
QuikTrip #183 located at 1001 SW Blue Pkwy, Lee's Summit, MO 64063
QuikTrip #191 located 1450 NE M-291 Hwy, Lee's Summit, MO 64086

Attached are copies of Jacob's voter registration, Driver's License, Statement of No Assets in lieu of a personal property receipt.

Respectfully,

Jim Brown Jr.
Assistant Controller - Tax
QuikTrip Corporation
918-615-7697

Packet Information

File #: 2018-2025, Version: 3

Hazardous Materials Permit for KC Dumpster Co. located at 1280 SE Century Drive.

Rody Taylor with KC Dumpster submitted a Hazardous Materials Permit application for a 3,000-gallon diesel fuel tank and dispenser for fueling trucks associated with the business. Also included in the application were materials used for vehicle maintenance. The 3,000-gallons of diesel fuel is in excess of the 10,000 lbs Threshold Planning Quantity (TPQ) set forth in the Emergency Planning and Community Right-to-Know Act of 1986 (SARA TITLE III, EPCRA). Whereas Ordinance No. 7370 requires a Hazardous Materials Permit for quantities above Threshold Planning Quantity (TPQ), a permit is required. The location of the tank, equipment, and other appurtenances met the requirements of the 2012 International Fire Code. All conditions will be inspected before the permit is issued.

Staff recommends APPROVAL of the application.

Presenter: Assistant Chief Jim Eden/Chief Rick Poeschl

On April 17, 2018, the Public Safety Advisory Board voted unanimously to RECOMMEND APPROVAL of the Hazardous Material Permit for KC Dumpster located at 1280 SE Century Drive; and for it to be submitted to the City Council for review. None opposed.



FIRE DEPARTMENT

DATE: April 10, 2018

TO: CHIEF RICK POESCHL
ASSISTANT CHIEF JIM EDEN

FROM: CAPTAIN MIKE WEISSENBACH *AW*

**SUBJECT: HAZARDOUS MATERIAL PERMIT APPLICATION
KC DUMPSTER, 1280 SE CENTURY DR.**

I have received a Hazardous Material Permit Application submitted by Rody Taylor with KC Dumpster Co. 1280 SE Century Dr. Lee's Summit Missouri, 64081. The new owner wants to install a 250 gallon waste oil storage tank, and 110 gallons of motor oil in 55 gallon drums. There will also be a 3000 gallon diesel fuel tank/dispenser. All of the oil, and fuel will be used for the maintenance of their fleet vehicles and heating appliances. There will be no resale of the oil and fuel to the public.

The permit application contained information for waste engine oil, diesel fuel, new engine oil and acetylene tank. The individual total quantities of these materials is in excess of the thresholds set forth in the Emergency Planning and Community Right-to-Know Act of 1986 (SARA TITLE III, EPCRA) of the 10,000 lb. for hazardous materials and 500 lb. for extremely hazardous materials and is addressed in ORDINANCE NO. 7370 of the Lee's Summit Code of Ordinances and a Hazardous Material Permit is required. The threshold quantities (TPQ) set forth in EPCRA, is required to obtain a Hazardous Materials Permit.

I recommend approval of the application based on the following stipulations:

- (1) All appurtenances need to be UL listed for their intended use.
- (2) NFPA 704 placard signage to be placed on the storage tanks and building. Placards shall indicate the SDS hazard rating of the contents.
- (3) Vehicle impact guards installed around the fuel vessels.
- (4) Safeguards for overflow protection / emergency shut-off devices.
- (5) Emergency shutoffs shall be no more than 100 feet and not less than 20 feet. (IFC 2012 2303.2)

Attachment

MAW



Lee's Summit, Missouri
Fire Department

Hazardous Material Permit Application

Name of Business: KC Dumpster Co., LLC Phone: 816.491.4811
 Address/Location: 1280 SE Century Drive Apt/Suite: _____
 Applicant's Name: Rody Taylor Phone: 816.591.2135
 Mailing Address: 1280 SE Century Drive Title: owner
 City, State, Zip: Lee's Summit, MO 64081
 Type of Business: roll-off dumpster rental

TYPE OF MATERIAL(S):

- | | |
|---|---|
| <input type="checkbox"/> Explosives/Blasting Agents | <input type="checkbox"/> Reactive Materials |
| <input checked="" type="checkbox"/> Compressed Gases | <input type="checkbox"/> Cryogenics |
| <input checked="" type="checkbox"/> Flammable/Combustible Liquids | <input type="checkbox"/> Highly Toxic |
| <input type="checkbox"/> Flammable Solids | <input type="checkbox"/> Radioactive |
| <input type="checkbox"/> Organic Peroxides | <input type="checkbox"/> Corrosive |
| <input type="checkbox"/> Oxidizers | <input type="checkbox"/> Carcinogens |
| <input type="checkbox"/> Pyrophoric Materials | <input type="checkbox"/> Other (List) |

QUANTITIES OF MATERIAL(S):			Quantity	Extremely Hazardous
Substance (Name)	CAS #	UN#	(pounds)	Substances
diesel fuel			3,000 gallons	- 24,000 lbs
engine oil			110 gallons	- 770 lbs
used engine oil			250 gallons	- 1750 lbs
acetylene gas			14 pounds	<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

* Submit Material Safety Data Sheets (MSDS) with application

CONDITIONS OF USAGE: Explain the use(s) of the substance.

Diesel fuel — trucks

Engine oil — changing our own fluids in trucks

Used engine oil — used in winter as heat source

Acetylene gas — torch kit for truck maintenance

CONTAINMENT: Explain (if any) the containment measures that are used.

All hazardous materials inside the building will be stored in our oil room. Appropriate placards will be hung on oil room door.

Diesel fuel will be stored outside in the UL-rated tank.



SIGNATURE (owner/agent)

4-6-18

DATE

R. Roddy Taylor

PRINT NAME

For Office Use Only

Hazard Assessment Required: Yes No

Shift _____

Sent to LEPC: Yes

PFA Assigned:

Plans Required: Yes No

Application: ^{Review} Approved Denied _____

Date: _____

By: _____

PFA Number: _____

Date Issued: _____

COMMENTS:

① COMPLY WITH THE REQUIREMENTS OF THE 2012 INTERNATIONAL FIRE CODE AND CONDITIONS OF BUILDING PERMIT REVIEW
② FINAL INSTALLATION TO BE INSPECTED AT TIME OF BUILDING OCCUPANCY INSPECTION.

Reviewed by: ~~MIKE WETSON~~ BACH / TIM EGG

Rank: CAPTAIN

FILL-RITE®

FR300V Technical Specifications

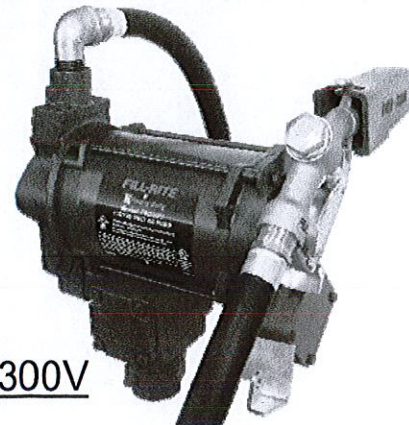
The Most Trusted Name in Pumps and Meters

Motor	
Power -AC 115, 230, 115/230	115/230 VOLT
HZ 50, 60, 50/60	60/50
Power - DC 12, 24, 12/24	None
HP (horsepower) rating	1/2
Power cord length	None
Power cord gauge	N/A
Power cord DC battery connectors	N/A
Amps (FLA)	8.2/4.1/9.2/4.6 A
RPM	1150/950
Duty cycle	30 min.
Thermal protection switch	Y
Circuit protection fuse	NONE
Certification	UL, cUL

Pump	
Type- rotary, diaphragm, gear, vane	Rotary Vane
GPM in supplied configuration	18.8
GPM open flow - no hose or nozzle	21.4
By-pass pressure rating (psi) - Max	26
Dry vac (in Hg)	14
Head- Max	60.06
Anti-siphon valve	Anti-siphon Ready
Inlet - Size / Thread	1 1/4"
Outlet - Size / Thread	NPT
Mount	Bung (NPT)
Materials of construction -pump housing	Cast Iron
Materials of construction- wetted material	Buna
Rotor materials of construction	80% Iron/20% Copper
Rotor vane material of construction	Carbon
Compatible fluids	Diesel, Gasoline, Bio-Diesel up to B20, E15, Kerosene
Strainer mesh size	40 x 40 x .008"
Warranty (yr)	2 Years

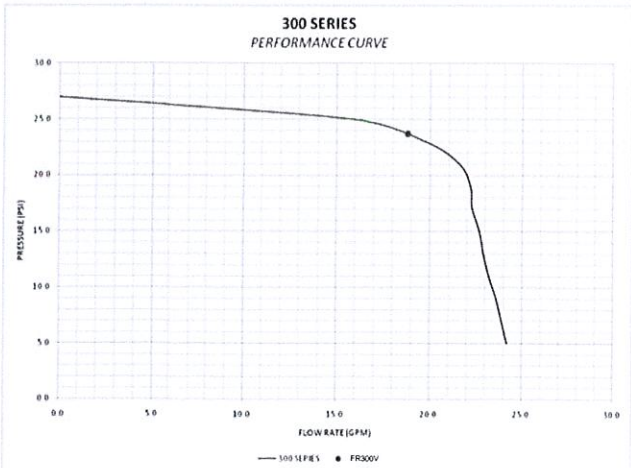
Accessories	
Suction pipe material	None
Suction pipe length- extended/not extended	None
Nozzle- size	1"
Nozzle- manual / automatic	Manual
Hose liquid materials compatibility	Black Nitrile Rubber
Hose diameter	1"
Hose length	12'
Hose static wire (Y/N)	Y

Logistics	
UPC	0-89404-07701-6
Length	19
Width	18
Height	18



FR300V

SKU/Kit #'s	Small Pump Kits	Consists of
KIT300BD	Bio-Diesel	Special Shaft Seal Assembly, Gasket, Inlet Gasket, Bypass O-ring
KIT300BV	Bypass	Poppet, Spring, O-ring, Cap
KIT300JC	Junction Box	Junction Box Cover, O-Ring, Hardware
KIT300NB	Nozzle Boot	Nozzle Boot, Attaching Hardware
KIT300NR	Nozzle Retainer	Lockable Nozzle Retainer, Hardware
KIT300OT	Outlet	Outlet Flange, O-Ring Seal, hardware
KIT300RG	Rotary Group	Rotor, 8 Vanes, Rotor Key, Gasket, Rotor Cover, 4 Screws
KIT300SW	Switch Lever	Switch Lever, Nut
KIT700AS	Anti-Siphon	Anti-Siphon Hose and Hardware
KIT700BG	Inlet	Inlet Adapter
KIT700SL	Shaft Seal	8 Piece Assembly



Tuthill

Tuthill Transfer Systems
8825 Aviation Drive
Fort Wayne, IN 46809
(800) 634-2695
www.tuthill.com

MATERIAL SAFETY DATA SHEET

MATERIAL SAFETY DATA SHEET - Complies with ANSI Z400.1 Draft Standard for the Preparation of Material Safety Data Sheets, Copyright 1991, Chemical Manufacturers Association. May be used to comply with U.S. Department of Labor OSHA's Hazard Communication Standard, 29 CFR 1910.1200. Standards must be consulted for specific requirements.

Date : 02/13/2002

Unocal '76' Guardol 15W/40 Motor Oil

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Unocal Guardol 15W/40

GENERIC NAME: Crankcase Oil

COMPANY IDENTIFICATION

Unocal Refining & Marketing Division
1201 West 5th Street
Los Angeles, CA 90017

CHEMICAL FAMILY: Petroleum Hydrocarbon

EMERGENCY / TECHNICAL NUMBERS

(213) 977-7589

CHEMTREC:

(800) 424-9300 (continental U.S.)

(202) 483-7616 (collect in Hawaii & Alaska)

PRODUCT INFORMATION: MSDS Requests and Product Information: (213) 977-7589

SPECIAL NOTES:

2. COMPOSITION / INFORMATION INGREDIENTS

<u>COMPONENTS</u>	<u>CAS No.</u>	<u>OSHA Exposure Limits (PEL)</u>	<u>ACGIH Recommended Limits (TLV)</u>	<u>Percent by Weight</u>
Oil Mist (if generated)	8012-95-1	5 mg/m ³	5 mg/m ³	n/a
Proprietary Zinc Compound	Proprietary	n/a	n/a	1.000-2.000
Hydrotreated Distillate, Heavy Paraffin	64742-54-7	5 mg/m ³	5 mg/m ³	0.0-86.000
Solvent Dewaxed Distillate, Heavy Paraffin	64742-65-0	5 mg/m ³	5 mg/m ³	0.0-86.000
Solvent Refined Distillate, Heavy Paraffin	64742-65-0	5 mg/m ³	5 mg/m ³	0.0-3.000
Trade Secret	Proprietary	n/a	n/a	9.000-13.000

COMPOSITION COMMENTS:

None.

3. HAZARDS IDENTIFICATION

PRECAUTIONARY WARNING: Used motor oil is a possible skin cancer hazard based on animal data. Liquid or vapor may ignite. Keep away from all sources of ignition. **DO NOT** pressurize, cut, weld, braze, solder, grind, or drill on or near container. "Empty" container retains residue (liquid and/or vapor) and may explode in the heat of a fire.

POTENTIAL HEALTH EFFECTS

PRIMARY ROUTE OF ENTRY: Nasal or oral

EYE: This material may cause mild eye irritation. Direct contact with the liquid or exposure to vapors or mists may cause stinging, tearing or redness.

SKIN: This material may cause mild skin irritation. Prolonged or repeated contact or exposure to vapors or mists may cause redness and burning, and drying and cracking of the skin. No harmful effects are expected from skin absorption of this material. Persons with pre-existing skin disorders may be more susceptible to the effects of this material.

11. TOXICOLOGICAL INFORMATION

CARCINOGENICITY: Used motor oil is a possible skin cancer hazard based on tests in laboratory animals and has been identified as a possible carcinogen by IARC.

NTP: NDA

IARC MONOGRAPHS: NDA

OSHA REGULATED: NDA

TERATOGENIC: NDA

MUTAGENIC: NDA

12. ECOLOGICAL INFORMATION

No Data Available.

13. DISPOSAL CONSIDERATIONS

Material may be absorbed into an appropriate absorbent material. Dispose of in accordance with all local, county, state, and federal regulations. "Empty" containers retain residue (liquid and/or vapor) and can be dangerous. Do not pressurized, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition; they may explode and cause injury or death. "Empty" drums should be completely drained, properly bunged and promptly shipped to the supplier or a drum reconditioner. All other containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations.

14. TRANSPORTATION INFORMATION

NAME OF CONTENTS: N/A

REPORTABLE QUANTITY: NDA

CONSTITUENTS: No hazardous substances at regulated levels

HAZARD CLASS: Not regulated.

UN/NA NUMBER: NDA

POISON INHALATION HAZARD: NDA

EMERGENCY RESPONSE NUMBER: (800) 424-9300 ConUS or (202) 483-7616 collect in Hawaii & Alaska.

15. REGULATORY INFORMATION

This product contains a proprietary zinc compound, which is subject to the reporting requirements of SARA 313 and 40 CFR 372.

Originally prepared by: Unocal Refining & Marketing Division, MSDS Coordinator, 7 May 1991.

The information in this document is believed to be correct as of the date issued. However, no warranty of merchantability, fitness for any particular purpose, or any other warranty is expressed or is to be implied regarding the accuracy or completeness of this information, the results to be obtained from the use of this information or the product, the safety of this product, or the hazards related to its use. This information and product are furnished on the condition that the person receiving them shall make his own determination as to the suitability of the product for his particular purpose and on the condition that he assume the risk of his use thereof.



Crude Logistics

MATERIAL SAFETY DATA SHEET

NO. 2 DIESEL FUEL, LOW SULFUR, ALL GRADES

Prepared according to U.S. OSHA, CMA, ANSI, Canadian WHMIS, Australian WorkSafe, Japanese Industrial Standard JIS Z 7250:2000, and European Union REACH regulations

SECTION 1 - PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: **NO.2 DIESEL FUEL, LOW SULFUR, ALL GRADES**
 CHEMICAL FAMILY NAME: Diesel Fuel
 U.N. NUMBER: NA 1993
 U.N. DANGEROUS GOODS CLASS: Diesel Fuel, Class 3, Combustible Liquid with flash point greater than 100°F
 SUPPLIER/MANUFACTURER'S NAME: **NGL Crude Logistics, LLC.**
 ADDRESS: 2900 North Loop West Suite 1250, Houston, TX 77092 USA
EMERGENCY PHONE: TOLL-FREE in USA/Canada 800-424-9300 Chemtrec
 BUSINESS PHONE: 713-730-7320 (Product Information)
 WEB SITE: www.nglep.com
 DATE OF PREPARATION: January 3, 2012
 DATE OF LAST REVISION: New

SECTION 2 - HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

Product Description: This product is a transparent, clear to yellow or red liquid with a characteristic or kerosene-like odor.
Health Hazards: Harmful if swallowed – may enter lungs if swallowed or vomited. May cause irritation to eyes upon contact. Vapors from heated product may cause respiratory irritation.
Flammability Hazards: Combustible liquid with a flash point of 52°C (125.6°F)
Reactivity Hazards: This product is not reactive.
Environmental Hazards: Release of the product may cause adverse effects to the aquatic environment.
Emergency Recommendations: Emergency responders must have personal protective equipment and fire protection appropriate for the situation to which they are responding.

US DOT SYMBOLS



CANADA (WHMIS) SYMBOLS



EUROPEAN and (GHS) Hazard Symbols



Signal Word: **Warning!**

EU LABELING AND CLASSIFICATION:

Classification of the substance or mixture according to Regulation (EC) No1272/2008 Annex 1

EC# 270-676-1Annex 1 Index# 649-227-00-2

GHS Hazard Classification(s):

Carcinogen Category 2
Aspiration Toxicity Category 2

Hazard Statement(s):

H304: May be fatal if swallowed and enters the airways
H320: Causes eye irritation
H335: May cause respiratory irritation

Precautionary Statement(s):

P260: Do not breath dust/fume/gas/mist/vapors/spray
P264: Wash hands thoroughly after handling
P280: Wear protective gloves/protective clothing/eye protection/face protection

EU HAZARD CLASSIFICATION PER DIRECTIVE 1999/45/EC:

[Xn] Harmful

Risk Phrases:

R20: Harmful if swallowed
R40: Limited evidence of carcinogenic effects
R65: Harmful: may cause lung damage if swallowed

Safety Phrases:

S37/39: Wear suitable gloves and eye/face protection
S45: In case of an accident or if you feel unwell, seek medical advice immediately
S62: If swallowed do not induce vomiting

MATERIAL SAFETY DATA SHEET

NO. 2 DIESEL FUEL, LOW SULFUR, ALL GRADES

HEALTH HAZARDS OR RISKS FROM EXPOSURE:

ACUTE:

INHALATION: Negligible unless heated to produce vapors. Vapors or finely misted materials may irritate the mucous membranes and cause irritation, dizziness, and nausea.

EYE CONTACT: May cause eye irritation with tearing, redness or stinging. High vapor concentrations may cause irritation.

SKIN CONTACT: Prolonged or repeated contact is not likely to cause significant skin irritation.

INGESTION: Harmful if swallowed - may enter lungs if swallowed or vomited.

CHRONIC:

Secondary effects of ingestion and subsequent aspiration into the lungs may cause pneumatocele (lung cavity) formation and chronic lung dysfunction.

TARGET ORGANS:

ACUTE: Eye, Respiratory

CHRONIC: None known

SECTION 3 - COMPOSITION AND INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENTS:	CAS #	EINECS #	ICSC #	WT %	HAZARD CLASSIFICATION; RISK PHRASES
Diesel Fuel No.2	68476-34-6	270-676-1	1561	100%	HAZARD CLASSIFICATION: Carc Cat 3, [Xn] Harmful RISK PHRASES: R40
Balance of other ingredients are non-hazardous or less than 1% in concentration (or 0.1% for carcinogens, reproductive toxins, or respiratory sensitizers).					

NOTE: ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-2004 format. This product has been classified in accordance with the hazard criteria of the 29 CFR 1200 and the MSDS contains all the information required by the 29 CFR 1200, EU Directives and the Japanese Industrial Standard JIS Z 7250: 2000.

SECTION 4 - FIRST-AID MEASURES

EYE CONTACT: If product enters the eyes, hold eyes open while under gentle running water for at least 15 minutes. Seek medical attention if irritation persists.

SKIN CONTACT: Wash skin thoroughly after handling product. Seek medical attention if irritation develops and persists. Remove contaminated clothing. Launder clothing before re-use.

INHALATION: If breathing becomes difficult, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Seek medical attention if breathing difficulty continues.

INGESTION: If product is swallowed, call physician or poison control center for most current response information. If professional advice is not available, do not induce vomiting. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. Take a copy of the label and/or MSDS with the victim to the health professional.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Pre-existing respiratory system or eye problems may be aggravated by prolonged contact.

RECOMMENDATIONS TO PHYSICIANS: Treat symptoms and eliminate over exposure.

SECTION 5 - FIRE-FIGHTING MEASURES

FLASH POINT:

125.6°F (52°C) (Pensky-Martens closed cup)

AUTOIGNITION TEMPERATURE:

>489°F (>254°C)

FLAMMABLE LIMITS (in air by volume, %):

Lower (LEL): 0.6% Upper (UEL): 7.5%

FIRE EXTINGUISHING MATERIALS:

Extinguish with foam, carbon dioxide, dry powder or water fog.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Combustible liquid! This material releases vapors when heated above ambient temperatures.

SPECIAL FIRE-FIGHTING PROCEDURES:

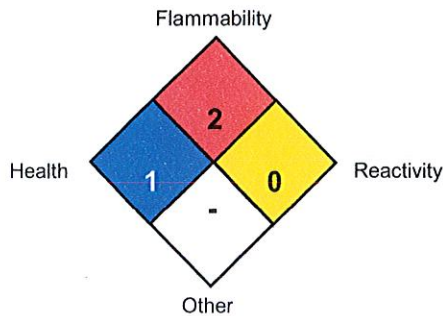
Incipient fire responders should wear eye protection. Structural firefighters must wear self-contained breathing apparatus and full protective equipment. Isolate materials not yet involved in the fire and protect personnel. Move containers from fire area if this can be done

MATERIAL SAFETY DATA SHEET



NO. 2 DIESEL FUEL, LOW SULFUR, ALL GRADES

without risk; otherwise, cool with carefully applied water spray. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas.

NFPA RATING SYSTEM



HMIS RATING SYSTEM

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM			
HEALTH HAZARD (BLUE)			2
FLAMMABILITY HAZARD (RED)			2
PHYSICAL HAZARD (YELLOW)			0
PROTECTIVE EQUIPMENT			
EYES	RESPIRATORY	HANDS	BODY
	See Sect 8		See Sect 8
For Routine Industrial Use and Handling Applications			

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe * = Chronic hazard

SECTION 6 - ACCIDENTAL RELEASE MEASURES

SPILL AND LEAK RESPONSE: Personnel should be trained for spill response operations.

SPILLS: Contain spill if safe to do so. Small Liquid Spills: Absorb with sand or other non-combustible absorbent material. Large Spillages: Use water spray to disperse vapors and dilute spill to a nonflammable mixture. Prevent runoff from entering drains, sewers, or streams. Dike for later disposal. Dispose of in accordance with applicable federal, state, and local procedures (see Section 13, Disposal Considerations).

SECTION 7 - HANDLING AND STORAGE

WORK PRACTICES AND HYGIENE PRACTICES: As with all chemicals, avoid getting this product ON YOU or IN YOU. Wash thoroughly after handling this product. Do not eat, drink, smoke, or apply cosmetics while handling this product. Avoid breathing vapors/mists generated by this product. Use in a well-ventilated location. Remove contaminated clothing immediately.

The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with OSHA regulations found in 29 CFR Subpart I (beginning at 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Please reference applicable regulations and standards for relevant details.

MATERIAL SAFETY DATA SHEET

NO. 2 DIESEL FUEL, LOW SULFUR, ALL GRADES

RESPIRATORY PROTECTION: Maintain airborne contaminant concentrations below exposure limit guidelines listed above. If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or by EU member states.

EYE PROTECTION: Use safety glasses or chemical goggles as appropriate to prevent eye contact. If necessary, refer to U.S. OSHA 29 CFR 1910.133 or appropriate Canadian Standards.

HAND PROTECTION: Use chemical resistant gloves to prevent skin contact. If necessary, refer to U.S. OSHA 29 CFR 1910.138 or appropriate Standards of Canada.

BODY PROTECTION: Use body protection appropriate to prevent contact as appropriate for task (e.g. lab coat, overalls). If necessary, refer to appropriate Standards of Canada, or appropriate Standards of the EU, Australian Standards, or relevant Japanese Standards.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE:	Liquid
APPEARANCE & ODOR:	Transparent, clear to yellow or red color with characteristic or kerosene-like odor.
ODOR THRESHOLD (PPM):	Mild
VAPOR PRESSURE (mmHg):	<2 mm Hg @ 20°C
VAPOR DENSITY (AIR=1):	AP 5
EVAPORATION RATE (nBuAc = 1):	Not Available
BOILING POINT (C°):	>154°C (>309°F)
FREEZING POINT (C°):	Not Available
pH:	Not Applicable
SPECIFIC GRAVITY 20°C: (WATER =1)	0.84
SOLUBILITY IN WATER (%):	Slight
VOC%:	840 g/l VOC (w/v)

SECTION 10 – STABILITY AND REACTIVITY

STABILITY: Product is stable

DECOMPOSITION PRODUCTS: None known

MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE: Strong oxidizing agents, acids

HAZARDOUS POLYMERIZATION: Will not occur

CONDITIONS TO AVOID: Contact with incompatible materials

SECTION 11 - TOXICOLOGICAL INFORMATION

TOXICITY DATA: The following toxicity data is available for this product:

CAS# 68476-34-6 Oral LD 50 12,000 mg/kg Rat

SUSPECTED CANCER AGENT: None of the ingredients of this product are found on the following lists: FEDERAL OSHA Z LIST, NTP, CAL/OSHA, IARC and therefore are not considered to be, or suspected to be cancer-causing agents by these agencies.

IRRITANT INFORMATION: Vapors from this product can be irritating to eyes and respiratory system.

SENSITIZER INFORMATION: This product is not considered a sensitizer.

REPRODUCTIVE TOXICITY INFORMATION: There is no evidence that this product may cause reproductive effects.

SECTION 12 - ECOLOGICAL INFORMATION

ENVIRONMENTAL STABILITY: This product is biodegradable

EFFECT OF MATERIAL ON PLANTS or ANIMALS: This material has not been tested for its effects on plants and animals.

EFFECT OF CHEMICAL ON AQUATIC LIFE: This material has not been tested for effects on aquatic life.

MATERIAL SAFETY DATA SHEET

NO. 2 DIESEL FUEL, LOW SULFUR, ALL GRADES

on the AICS.

STANDARD FOR THE UNIFORM SCHEDULING OF DRUGS AND POISONS: Not applicable.

JAPANESE INFORMATION FOR PRODUCT:

JAPANESE MINISTER OF INTERNATIONAL TRADE AND INDUSTRY (MITI) STATUS: The components of this product are not listed as Class I Specified Chemical Substances, Class II Specified Chemical Substances, or Designated Chemical Substances by the Japanese MITI.

INTERNATIONAL CHEMICAL INVENTORIES:

Listing of the components on individual country Chemical Inventories is as follows:

Asia-Pac:	Listed
Australian Inventory of Chemical Substances (AICS):	Listed
Korean Existing Chemicals List (ECL):	Listed
Japanese Existing National Inventory of Chemical Substances (ENCS):	Listed
Philippines Inventory of Chemicals and Chemical Substances (PICCS):	Listed
Swiss Giftlist List of Toxic Substances:	Listed
U.S. TSCA:	Listed

SECTION 16 - OTHER INFORMATION

PREPARED BY: Paul Eigbrett

MSDS Authoring PLUS

Disclaimer: To the best of NGL Crude Logistics LLC's knowledge, the information contained herein is reliable and accurate as of this date; however, NGL Crude Logistics, LLC assumes no liability for the reliability or accuracy of the information contained herein and no warranties of any type either express or implied are provided. Final determination of suitability of any material is the sole responsibility of the user. The information contained herein relates only to this specific product.

SAFETY DATA SHEET

Airgas
an Air Liquide company

Acetylene

Section 1. Identification

GHS product identifier	: Acetylene
Chemical name	: acetylene
Other means of identification	: Ethyne; Ethine; Narcylen; C ₂ H ₂ ; Acetylen; UN 1001; Vinylene
Product type	: Gas.
Product use	: Synthetic/Analytical chemistry.
Synonym	: Ethyne; Ethine; Narcylen; C ₂ H ₂ ; Acetylen; UN 1001; Vinylene
SDS #	: 001001
Supplier's details	: Airgas USA, LLC and its affiliates 259 North Radnor-Chester Road Suite 100 Radnor, PA 19087-5283 1-610-687-5253
24-hour telephone	: 1-866-734-3438

Section 2. Hazards identification

OSHA/HCS status	: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
Classification of the substance or mixture	: FLAMMABLE GASES - Category 1 GASES UNDER PRESSURE - Compressed gas

GHS label elements

Hazard pictograms



Signal word

: Danger

Hazard statements

: Extremely flammable gas.
May form explosive mixtures with air.
Contains gas under pressure; may explode if heated.
May displace oxygen and cause rapid suffocation.

Precautionary statements

General

: Read and follow all Safety Data Sheets (SDS'S) before use. Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand. Close valve after each use and when empty. Use equipment rated for cylinder pressure. Do not open valve until connected to equipment prepared for use. Fusible plugs in top, bottom, or valve melt at 98°C to 107°C (208°F to 224°F). Do not discharge at pressures above 15psig (103kpa). Use a back flow preventative device in the piping. Use only equipment of compatible materials of construction. Approach suspected leak area with caution.

Prevention

: Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.

Response

: Leaking gas fire: Do not extinguish, unless leak can be stopped safely. Eliminate all ignition sources if safe to do so.

Storage

: Protect from sunlight. Store in a well-ventilated place.

Disposal

: Not applicable.

Hazards not otherwise classified

: In addition to any other important health or physical hazards, this product may displace oxygen and cause rapid suffocation

Section 3. Composition/information on ingredients

Substance/mixture	: Substance
Chemical name	: acetylene
Other means of identification	: Ethyne; Ethine; Narcylen; C2H2; Acetylen; UN 1001; Vinylene
Product code	: 001001

CAS number/other identifiers

CAS number : 74-86-2

Ingredient name	%	CAS number
acetylene	100	74-86-2

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention if irritation occurs.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention if adverse health effects persist or are severe. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.
- Skin contact** : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. To avoid the risk of static discharges and gas ignition, soak contaminated clothing thoroughly with water before removing it. Get medical attention if symptoms occur. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : As this product is a gas, refer to the inhalation section.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : Contact with rapidly expanding gas may cause burns or frostbite.
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : Contact with rapidly expanding gas may cause burns or frostbite.
- Frostbite** : Try to warm up the frozen tissues and seek medical attention.
- Ingestion** : As this product is a gas, refer to the inhalation section.

Over-exposure signs/symptoms

- Eye contact** : No specific data.
- Inhalation** : No specific data.
- Skin contact** : No specific data.
- Ingestion** : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

Section 4. First aid measures

- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media** : Use an extinguishing agent suitable for the surrounding fire.
- Unsuitable extinguishing media** : None known.

- Specific hazards arising from the chemical** : Contains gas under pressure. Extremely flammable gas. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion.

- Hazardous thermal decomposition products** : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide

- Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool. If involved in fire, shut off flow immediately if it can be done without risk. If this is impossible, withdraw from area and allow fire to burn. Fight fire from protected location or maximum possible distance. Eliminate all ignition sources if safe to do so.

- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : Accidental releases pose a serious fire or explosion hazard. No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

- Environmental precautions** : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

- Small spill** : Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment.
- Large spill** : Immediately contact emergency personnel. Stop leak if without risk. Use spark-proof tools and explosion-proof equipment. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures : Put on appropriate personal protective equipment (see Section 8). Contains gas under pressure. Avoid breathing gas. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Do not puncture or incinerate container. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement.

Use only non-sparking tools. Avoid contact with eyes, skin and clothing. Empty containers retain product residue and can be hazardous. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment.

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Eliminate all ignition sources. Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F). Keep container tightly closed and sealed until ready for use. See Section 10 for incompatible materials before handling or use.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
acetylene	<p>NIOSH REL (United States, 10/2016). CEIL: 2662 mg/m³ CEIL: 2500 ppm</p> <p>ACGIH TLV (United States, 3/2017). Oxygen Depletion [Asphyxiant].</p> <p>California PEL for Chemical Contaminants (Table AC-1) (United States). Oxygen Depletion [Asphyxiant].</p>

Appropriate engineering controls : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Section 8. Exposure controls/personal protection

- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.
- Skin protection**
- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

- Physical state** : Gas.
- Color** : Colorless.
- Odor** : Mild. Ethereal.
- Odor threshold** : Not available.
- pH** : Not available.
- Melting point** : -81°C (-113.8°F)
- Boiling point** : Not available.
- Critical temperature** : 35.25°C (95.5°F)
- Flash point** : Closed cup: -18.15°C (-0.67°F)
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Extremely flammable in the presence of the following materials or conditions: open flames, sparks and static discharge and oxidizing materials.
Highly flammable in the presence of the following materials or conditions: heat.
- Lower and upper explosive (flammable) limits** : Lower: 2.5%
Upper: 100%
- Vapor pressure** : 635 (psig)
- Vapor density** : 0.907 (Air = 1)
- Specific Volume (ft³/lb)** : 14.7058
- Gas Density (lb/ft³)** : 0.0691
- Relative density** : Not applicable.
- Solubility** : Not available.
- Solubility in water** : 1.2 g/l
- Partition coefficient: n-octanol/water** : 0.37
- Auto-ignition temperature** : 205°C (581°F)

Acetylene

Section 9. Physical and chemical properties

Decomposition temperature : Not available.

Viscosity : Not applicable.

Flow time (ISO 2431) : Not available.

Molecular weight : 26.04 g/mole

Aerosol product

Heat of combustion : -48257522 J/kg

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.

Incompatible materials : Oxidizers

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Hazardous polymerization : Under normal conditions of storage and use, hazardous polymerization will not occur.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Not available.

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Section 11. Toxicological information

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

- Eye contact** : Contact with rapidly expanding gas may cause burns or frostbite.
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : Contact with rapidly expanding gas may cause burns or frostbite.
- Ingestion** : As this product is a gas, refer to the inhalation section.

Symptoms related to the physical, chemical and toxicological characteristics

- Eye contact** : No specific data.
- Inhalation** : No specific data.
- Skin contact** : No specific data.
- Ingestion** : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

- Potential immediate effects** : Not available.
- Potential delayed effects** : Not available.

Long term exposure

- Potential immediate effects** : Not available.
- Potential delayed effects** : Not available.

Potential chronic health effects

Not available.

- General** : No known significant effects or critical hazards.
- Carcinogenicity** : No known significant effects or critical hazards.
- Mutagenicity** : No known significant effects or critical hazards.
- Teratogenicity** : No known significant effects or critical hazards.
- Developmental effects** : No known significant effects or critical hazards.
- Fertility effects** : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Not available.

Persistence and degradability

Not available.

Bioaccumulation potential

Section 12. Ecological information

Product/ingredient name	LogP _{ow}	BCF	Potential
acetylene	0.37	-	low

Mobility in soil






Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty Airgas-owned pressure vessels should be returned to Airgas. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

Section 14. Transport information

	DOT	TDG	Mexico	IMDG	IATA
UN number	UN1001	UN1001	UN1001	UN1001	UN1001
UN proper shipping name	ACETYLENE, DISSOLVED	ACETYLENE, DISSOLVED	ACETYLENE, DISSOLVED	ACETYLENE, DISSOLVED	ACETYLENE, DISSOLVED
Transport hazard class(es)	2.1 	2.1 	2.1 	2.1 	2.1 
Packing group	-	-	-	-	-
Environmental hazards	No.	No.	No.	No.	No.

“Refer to CFR 49 (or authority having jurisdiction) to determine the information required for shipment of the product.”

Additional information

DOT Classification : **Limited quantity** Yes.
Quantity limitation Passenger aircraft/rail: Forbidden. Cargo aircraft: 15 kg.

TDG Classification : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.13-2.17 (Class 2).

Explosive Limit and Limited Quantity Index
0

Passenger Carrying Ship Index
75

Passenger Carrying Road or Rail Index
Forbidden

Section 14. Transport information

Special provisions

38

IATA : **Quantity limitation** Passenger and Cargo Aircraft: Forbidden. Cargo Aircraft Only: 15 kg.

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption:** Not determined
Clean Air Act (CAA) 112 regulated flammable substances: acetylene

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Not listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Refer to Section 2: Hazards Identification of this SDS for classification of substance.

State regulations

Massachusetts : This material is listed.

New York : This material is not listed.

New Jersey : This material is listed.

Pennsylvania : This material is listed.

International regulations

Chemical Weapon Convention List Schedules I, II & III Chemicals

Not listed.

Montreal Protocol (Annexes A, B, C, E)

Not listed.

Stockholm Convention on Persistent Organic Pollutants

Not listed.

Rotterdam Convention on Prior Informed Consent (PIC)

Not listed.

UNEP Aarhus Protocol on POPs and Heavy Metals

Section 15. Regulatory information

Not listed.

Inventory list

Australia	: This material is listed or exempted.
Canada	: This material is listed or exempted.
China	: This material is listed or exempted.
Europe	: This material is listed or exempted.
Japan	: Japan inventory (ENCS): This material is listed or exempted. Japan inventory (ISHL): Not determined.
Malaysia	: Not determined.
New Zealand	: This material is listed or exempted.
Philippines	: This material is listed or exempted.
Republic of Korea	: This material is listed or exempted.
Taiwan	: This material is listed or exempted.
Thailand	: Not determined.
Turkey	: This material is listed or exempted.
United States	: This material is listed or exempted.
Viet Nam	: Not determined.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health	/	0
Flammability		4
Physical hazards		3

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)



Note: The instability hazard rating for acetylene, dissolved (stabilized acetylene) is 2.

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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
FLAMMABLE GASES - Category 1	Expert judgment

Section 16. Other information

History

Date of printing : 1/18/2018

Date of issue/Date of revision : 1/18/2018

Date of previous issue : 10/10/2017

Version : 1.01

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

References : Not available.

✔ Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.

MATERIAL SAFETY DATA SHEET

NO. 2 DIESEL FUEL, LOW SULFUR, ALL GRADES

SECTION 13 - DISPOSAL CONSIDERATIONS

WASTE DISPOSAL: Waste disposal must be in accordance with appropriate Federal, State, and local regulations, those of Canada, Australia, EU Member States and Japan.

SECTION 14 - TRANSPORTATION INFORMATION

THIS PRODUCT IS HAZARDOUS AS DEFINED BY 49 CFR 172.101 BY THE U.S. DEPARTMENT OF TRANSPORTATION.

PROPER SHIPPING NAME: Diesel Fuel, Combustible Liquid

HAZARD CLASS NUMBER and DESCRIPTION: Class 3, Combustible Liquid with a flash point greater than 100°F

UN IDENTIFICATION NUMBER: NA 1993

PACKING GROUP: PGIII

DOT LABEL(S) REQUIRED: Class 3 Flammable

NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER (2004): 128

MARINE POLLUTANT: Product or ingredients are not classified by the DOT as a Marine Pollutant (as defined by 49 CFR 172.101, Appendix B)

U.S. DEPARTMENT OF TRANSPORTATION (DOT) SHIPPING REGULATIONS:

This product is classified as dangerous goods, per U.S. DOT regulations, under 49 CFR 172.101.

TRANSPORT CANADA, TRANSPORTATION OF DANGEROUS GOODS REGULATIONS:

This product is classified as Dangerous Goods, per regulations of Transport Canada.

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA):

This product is classified as Dangerous Goods, by rules of IATA

INTERNATIONAL MARITIME ORGANIZATION (IMO) DESIGNATION:

This product is classified as Dangerous Goods by the International Maritime Organization.

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR):

This product is classified by the United Nations Economic Commission for Europe to be dangerous goods.

SECTION 15 - REGULATORY INFORMATION

UNITED STATES REGULATIONS:

SARA REPORTING REQUIREMENTS: This product is subject to the reporting requirements of Sections 302, 304 and 313 of Title III of the Superfund Amendments and Reauthorization Act (SARA) as follows:

SARA 313 Reporting Naphthalene CAS# 91-20-3 <2%, Ethylbenzene CAS# 100-41-4 <0.9%

TSCA: All components in this product are listed on the US Toxic Substances Control Act (TSCA) inventory of chemicals.

SARA 311/312:

Acute Health: Yes Chronic Health: No Fire: Yes Reactivity: No

U.S. CERCLA REPORTABLE QUANTITY (RQ): CERCLA petroleum exemption applies.

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): This product does contain ingredient(s) are on the California Proposition 65 lists.

WARNING! This product contains ingredients that are known to the State of California to cause cancer or Reproductive harm.

CANADIAN REGULATIONS:

CANADIAN DSL/NDL INVENTORY STATUS: All of the components of this product are on the DSL Inventory

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: No component of this product is on the CEPA First Priorities Substance lists.

CANADIAN WHMIS CLASSIFICATION and SYMBOLS: This product is categorized as "Not Controlled" as per the Controlled Product regulations

EUROPEAN ECONOMIC COMMUNITY INFORMATION:

EU LABELING AND CLASSIFICATION:

Classification of the mixture according to Regulation (EC) No1272/2008. See section 2 for details.

AUSTRALIAN INFORMATION FOR PRODUCT:

AUSTRALIAN INVENTORY OF CHEMICAL SUBSTANCES (AICS) STATUS: All components of this product are listed

INGESTION: While this material has a low degree of toxicity, ingestion of excessive quantities may cause irritation of the digestive tract.

INHALATION: While this material has a low degree of toxicity, breathing high concentrations of vapors or mists may cause irritation of the nose and throat.

CHRONIC EFFECTS: Used motor oil is a possible skin cancer hazard based on tests in laboratory animals and has been identified as a possible carcinogen by IARC.

OTHER NOTES: It is suggested that a source of clean water be available in the work area for flushing eyes and skin. Impervious clothing should be worn as needed.

4. FIRST AID MEASURES

SIGNS AND SYMPTOMS OF EXPOSURE

EYE: Irritation, redness, watering

SKIN: Mild irritation, redness

INGESTION: Irritation to the digestive tract

INHALATION: Irritation to nose and/or throat

FIRST AID PROCEDURES In an emergency, have physician call Los Angeles Poison Control Center (24 hrs.) 1-800-356-3129

EYE: If irritation or redness develops, move victim away from exposure and into fresh air. Flush eyes with clean water. If symptoms persist, seek medical attention.

SKIN: Wipe material from skin and remove contaminated shoes and clothing. Cleanse affected area(s) thoroughly by washing with mild soap and water and, if necessary, a waterless skin cleanser. If irritation or redness develops and persists, seek medical attention.

INGESTION: No first aid is normally required; however, if swallowed, and symptoms develop, seek medical attention.

INHALATION: If respiratory symptoms develop, move victim away from source of exposure and into fresh air. If symptoms persist, seek medical attention. If victim is not breathing, immediately begin artificial respiration. If breathing difficulties develop, oxygen should be administered by qualified personnel. Seek immediate medical attention.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES: Flammable

FLASH POINT / METHOD USED: 419 °F (215 °C)

AUTOIGNITION: N/A

FLAMMABILITY LIMITS (% by volume in air): LEL: N/A UEL: N/A

EXTINGUISHING MEDIA: Dry chemical, carbon dioxide (CO₂), halon, foam or water spray is recommended

NFPA RATINGS: Health 1; Flammability 1; Reactivity 0.

FIRE FIGHTING INSTRUCTIONS: This material will burn although it is not easily ignited.

UNUSUAL FIRE AND EXPLOSIVE HAZARDS: This material may burn, but will not ignite readily. If container is not properly cooled, it may explode in the heat of a fire. Vapors are heavier than air and may accumulate in low areas.

SPECIAL FIRE FIGHTING PROCEDURES: Wear appropriate protective equipment including respiratory protection as conditions warrant. Stop spill/release if it can be done without risk. Move undamaged containers from fire area if it can be done without risk. Water spray may be useful in minimizing or dispersing vapors and cooling equipment exposed to heat and flame. Avoid spreading burning liquid with water used for cooling purposes.

COMBUSTION PRODUCTS: Combustion may yield major amounts of oxides of carbon and minor amounts of oxides of nitrogen, phosphorous, sulfur and zinc.

6. ACCIDENTAL RELEASE MEASURES

PRECAUTIONS: May ignite. Keep all sources of ignition away from spill/release. Stay upwind and away from spill/release. Isolate hazard area and limit entry to authorized personnel. Stop spill/release if it can be done without risk. Wear appropriate protective including respiratory protection as conditions warrant (see Section 3). Prevent spilled material from entering sewers, storm drains, other unauthorized treatment drainage systems and natural waterways. Dike far ahead of spill for later recovery or disposal. Spilled material may be absorbed into an appropriate absorbent material. Notify fire authorities and appropriate federal, state and local agencies. Immediate cleanup of any spill is recommended. If spill of any amount is made into or upon U.S. navigable waters, the Contiguous Zone, or adjoining shorelines, notify the National Response Center (1-800-424-8802). For highway or railway spills, contact CHEMTREC (1-800-424-9300 ConUS, or 1-202-483-7616 collect in Alaska & Hawaii).

CLEANUP MEASURES: Immediate cleanup of any spill is recommended. Spilled material may be absorbed into an appropriate absorbent material. Dispose of product in accordance with local, county, state, and federal regulations.

7. HANDLING AND STORAGE

NORMAL STORAGE: Use and store this material in cool, dry, well ventilated areas away from heat and all sources of ignition. Keep container(s) closed. Store only in approved containers. Keep away from any incompatible materials (see Section 10). Protect container(s) against physical damage. Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276. The use of respiratory protection is advised when concentrations exceed any established exposure limits (see Sections 2, 3, & 4).

HANDLING: Wash thoroughly after handling. Do not wear contaminated clothing or shoes. Use good personal hygiene practice. "Empty" containers retain residue (liquid and/or vapor) and can be dangerous. Do not pressurized, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition; they may explode and cause injury or death. "Empty" drums should be completely drained, properly bunged and promptly shipped to the supplier or a drum reconditioner. All other containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations. Before working on or in tanks which contain or have contained this product, refer to occupational safety and health administration regulations, ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other contemplated operations.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS: If current ventilation practices are not adequate to maintain airborne concentrations below the established exposure limits (see Section 2), additional ventilation or exhaust systems may be required. Where explosive mixtures may be present, electrical systems safe for such locations must be used.

RESPIRATORY PROTECTION: The use of respiratory protection is advised when concentrations exceed the established exposure limits (see Section 2). Depending on the airborne concentration, use a respirator or gas mask with appropriate cartridges and canisters (NIOSH approved, if available) or supplied air equipment.

EYE AND FACE PROTECTION: Approved eye protection to safeguard against potential eye contact, irritation or injury is recommended.

SKIN AND HAND PROTECTION: The use of gloves impermeable to the specific material handled is advised to prevent skin contact and possible irritation. Impervious clothing should be worn as needed. It is recommended that a source of clean water be available in the work area for flushing eyes and skin.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL DESCRIPTION: Clear brown liquid

ODOR: Characteristic petroleum

VAPOR PRESSURE (mm Hg): Not determined

BOILING POINT: >555°F / 291°C

VISCOSITY: 109 cSt @ 40°C

SPECIFIC GRAVITY (H₂O = 1): 0.89 @ 15°C

FLASH POINT: 419°F / 215°C

VAPOR DENSITY (AIR = 1): >1

EVAPORATION RATE (BUTYL ACETATE = 1): <1

SOLUBILITY: Negligible

% VOLATILE: Negligible

10. STABILITY AND REACTIVITY

CHEMICAL STABILITY: Stable.

CONDITIONS TO AVOID: Extended exposure to high temperatures may cause decomposition.

INCOMPATIBILITY WITH OTHER MATERIALS: Avoid contact with strong oxidizing agents.

HAZARDOUS DECOMPOSITION PRODUCTS: Combustion may yield major amounts of oxides of carbon and minor amounts of oxides of nitrogen, phosphorous, sulfur and zinc.

HAZARDOUS POLYMERIZATION: Polymerization will not occur.



LEE'S SUMMIT MISSOURI

Minutes of the Public Safety Advisory Board

April 17, 2018

3:00 p.m.

Lee's Summit Police Department – Administrative Conference Room
10 NE Tudor Road, Lee's Summit, Missouri

3:00 p.m. Chairman Morrow called the Public Safety Advisory Board to order

ROLL CALL:

Council Liaison Fred DeMoro	Present
Chairman Bill Morrow	Present
Vice Chairman Bruce Trammell	Present
Board Member Dorothy Hedrick	Absent
Board Member Fred Pickard	Present
Board Member Kenneth Davis	Present
Board Member Jim Pryde	Present
Board Member Neil Ullery	Present
Vacancy	
Vacancy	

Staff Present:

Fire Chief Rick Poeschl
Assistant Fire Chief Jim Eden
Major Michael Childs
Police Legal Advisor Beth Murano
Traffic Engineer Michael Park

Guests:

Dale Coy

1. PUBLIC COMMENTS:

Mr. Coy provided a handout referencing City Ordinance Section 26-6 – Playing ball. Any person who shall throw, pass, catch or kick any ball on or in any of the streets, sidewalks, lanes or alleys of the City shall be guilty of an offense; and Section 29-41 – Public Safety Advisory Board established; duties. B. The Board shall perform the following duties:

3. Review and study the City's traffic and parking ordinances and make recommendations to the City Traffic Engineer and the City Council pertaining thereto.

Chairman Morrow mentioned the Playing Ball Ordinance was already presented by Mr. Coy in a previous meeting and has been addressed. Major Childs reiterated this ordinance is needed for enforcement of safe driving lanes, and though not widely used it has a purpose. Traffic Engineer Michael Park responded in agreeance with Major Childs.

2. BOARD COMMENTS:

Board Member Davis commented he was aware of Jack Volz resigning; however, he didn't realize Drayton Riley resigned as well. Chairman Morrow stated he was contacted by Drayton shortly after last month's meeting sharing his decision to resign.

3. APPROVAL OF AGENDA:

Chairman Morrow requested approval of the agenda.

*On motion of Board Member Davis, second by Board Member Ullery, the Board voted unanimously to **APPROVE** the agenda of April 17, 2018. None opposed.*

4. APPROVAL OF MINUTES:

Chairman Morrow requested approval of the minutes.

*On motion of Vice Chairman Trammell, second by Board Member Davis, the Board voted unanimously to **APPROVE** the minutes of March 20, 2018. None opposed.*

5. COMMITTEE REPORTS:

A. Animal Control – Vacancy

Chairman Morrow stated due to the resignation of Drayton Riley, the Animal Control Committee has a vacancy. Chairman Morrow asked if any Board Member was interested in serving on this committee which deals with any dangerous dog hearings. Board Member Neil Ullery volunteered to be Drayton’s replacement.

B. Miscellaneous Issues - Fred Pickard

No issues to report.

C. Ordinance Review – Dorothy Hedrick

No issues to report.

D. Tow Committee – Fred Pickard, Kenneth Davis, Jim Pryde

No issues to report.

E. Traffic Safety – Fred Pickard, Dorothy Hedrick, Vacancy

Board Member Pickard mentioned two areas on concern: 1) if a sign could be posted at the Bailey Road bridge warning motorists of icy conditions during the winter months; and 2) the detour barricades are still up on 291 Highway.

Chairman Morrow questioned if the vacancy on the Traffic Safety Committee would need to be filled due to the resignation of Jack Volz. Police Legal Advisor Beth Murano stated it is strictly at the Chairman’s discretion.

6. OLD BUSINESS:

There being no items to discuss, the Board moved on to New Business.

7. NEW BUSINESS:

A. Strategic Plan – Fire Department

Chief Poeschl presented the Plan and answered questions. Board Member Pryde suggested making an annual presentation of the Strategic Plan.

B. Hazmat Permit for KC Dumpster – Fire Department

Assistant Fire Chief Jim Eden presented the Hazardous Material Permit Application for KC Dumpster.

*On motion of Board Member Ullery, second by Board Member Davis, the Board voted unanimously to **RECOMMEND APPROVAL** of the Hazardous Material Permit for KC Dumpster located at 1280 SE Century Drive; and for it to be submitted to the City Council for review. None opposed.*

8. DEPARTMENT REPORTS:

A. Fire Department – Chief Rick Poeschl

- 1) An Incident Report for the month of March was presented and discussed.
- 2) An update was provided on other various Fire Department issues.

B. Police Department – Major Michael Childs

- 1) An incident Report for the month of March was presented and discussed.
- 2) An update was provided on other various Police Department issues.

C. Public Works – Traffic Engineer Michael Park

An update was provided on various Public Works issues.

9. ROUNDTABLE:

Various items were discussed.

10. ADJOURNMENT:

The meeting was adjourned at 4:25 p.m.

Packet Information

File #: BILL NO. 18-67, **Version:** 1

An Ordinance approving a Preliminary Development Plan requesting the removal of certain conditions from approval Ordinance No. 6066 for the Fairfield Woods Subdivision, in accordance with the provisions of Unified Development Ordinance No. 5209, for the City of Lee's Summit, Missouri.

(Note: First reading on April 19, 2018. Passed by unanimous vote).

Proposed City Council Motion:

I move for adoption of an Ordinance approving a Preliminary Development Plan requesting the removal of certain conditions from approval Ordinance No. 6066 for the Fairfield Woods Subdivision, in accordance with the provisions of Unified Development Ordinance No. 5209, for the City of Lee's Summit, Missouri.

BILL NO. 18-

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUESTING THE REMOVAL OF CERTAIN CONDITIONS FROM APPROVAL ORDINANCE NO. 6066 FOR THE FAIRFIELD WOODS SUBDIVISION, IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2018-019 submitted by James R. Brown, requesting approval of a preliminary development plan in District RP-1 (Planned Single-family Residential) removing certain conditions from approval Ordinance No. 6066 for the Fairfield Woods subdivision was referred to the Planning Commission to hold a public hearing; 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 March 27, 2018, 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 April 19, 2018, 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 RP-1 on the following described property:

FAIRFIELD WOODS, LOTS 1-33, 34-A, 35-A AND 36-A

SECTION 2. That the following conditions of approval apply:

1. The Fairfield Woods subdivision shall continue to be subject to the conditions of approval of Ordinance No. 6066, except that conditions #2 and #6 shall no longer apply.

SECTION 3. 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 4. 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. 18-

SECTION 5. 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 _____, 2018.

Mayor *W. A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this ____ day of _____, 2018.

Mayor *W. A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

City of Lee's Summit

Development Services Department

March 23, 2018

TO: Planning Commission
PREPARED BY: Hector Soto, Jr, AICP, Current Planning Manager
RE: **PUBLIC HEARING – Appl. #PL2018-019 – PRELIMINARY DEVELOPMENT PLAN – Fairfield Woods subdivision, request to remove conditions of approval requiring an emergency access road on the properties addressed 4028 and 4032 NE Grant St and fire access road easement; James Brown, applicant**

Commentary

The applicant requests removal of a condition of approval for the Fairfield Woods subdivision that required the construction of an emergency access road along the common property line of Lots 6 and 7 of the subdivision. The applicant is the owner of Lot 7. Elimination of the emergency access road requirement would also necessitate the removal of a second condition of approval requiring an off-site access easement through Lot 16 of the abutting Westwood Estates subdivision to accommodate the emergency access road connection between NE Grant St and NE Channel Dr. The applicant intends to remove the access drive on his property so as to provide additional open space on his lot. The Fire Department has no objection to removing the access drive. Staff supports removal of the two conditions of approval.

This application is related to the application for vacation of easement (Appl. #PL2018-020), also on this agenda.

Recommendation

Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. The Fairfield Woods subdivision shall continue to be subject to the conditions of approval of Ordinance No. 6066, except that conditions #2 and #6 shall no longer apply.

Zoning and Land Use Information

Location: Fairfield Woods subdivision, located at the intersection of NE Woods Chapel Rd and NE Grant St

Current Zoning: RP-1 (Planned Single-family Residential)

Surrounding zoning and use:

North: R-1 (Single-family Residential) — Lakewood common area (East Lake Pool facility)

South (across NE Woods Chapel Rd): RP-2 (Planned Two-family Residential) — single-family, duplex and 4-plex residential

East: AG (Agricultural) — Fire Station No. 4; R-1 — single-family residential

West: R-1 — single-family residential

Site Characteristics. Fairfield Woods is a fully developed 36-lot single-family residential subdivision. The subdivision is laid out as an approximately 1,300 foot long cul-de-sac (NE Grant St) that connects to NE Woods Chapel Rd. A 12-foot concrete drive provides an emergency access connection between NE Grant St and NE Channel Dr; the drive crosses the properties addressed 4028 NE Grant St, 4032 NE Grant St and 4025 NE Channel Dr.

Description and Character of Surrounding Area. Abutting Fairfield Woods to the north is common area for Lakewood. Fire Station No. 4 abuts the subdivision along a portion of the subdivision's east boundary. The remaining surrounding property is predominately developed as single-family residential.

Project Information

Current Use: single-family residential subdivision
Number of Lots: 36 lots and 2 common area tracts
Land Area: 10.6 acres

Public Notification

Neighborhood meeting conducted: n/a
Newspaper notification published: March 10, 2018
Radius notices mailed to properties within 185 feet: March 12, 2018

Process

Procedure: The Planning Commission makes a recommendation to the City Council on the proposed preliminary development plan. The City Council takes final action on the preliminary development plan application.

Duration of Validity: Preliminary development plan approval by the City Council shall not be valid for a period longer than twenty-four (24) months from the date of such approval, unless within such period a final development plan application is submitted. The City Council may grant one extension not exceeding twelve (12) months upon written request.

Unified Development Ordinance

Applicable Section(s)	Description
4.300, 4.310, 4.320	Preliminary Development Plan

Background

- September 13, 2005 – The Planning Commission approved the preliminary plat (Appl. #2005-067) for Fairfield Woods, Lots 1-37 and Tract A.
- October 20, 2005 – The City Council approved the rezoning (Appl. #2005-066) from AG and R-1 to RP-1 and preliminary development plan (Appl. #2005-137) for Fairfield Woods by Ordinance No. 6066.
- August 10, 2006 – The City Council approved the final plat (Appl. #2006-051) for Fairfield Woods, Lots 1-37 and Tract A by Ordinance No. 6244.
- August 31, 2009 – Staff administratively approved the minor plat (Appl. #2009-068) for Fairfield Woods, Lots 34-A, 35-A & 36-A. The minor plat was recorded with the Jackson County Recorder of Deeds Office on October 30, 2009, by Instrument No. 2009-E-0109577.

Analysis of the Preliminary Development Plan

Emergency Access Road. The condition requiring an emergency access road for Fairfield Woods resulted from a modification request to the Unified Development Ordinance's (UDO) 500' maximum cul-de-sac length in effect at the time the subdivision was approved by City Council in 2005. Existing site conditions (e.g. an existing 30" water transmission main, topography and access management) made it infeasible for NE Grant St to connect to NE Dick Howser Dr in order to create a through-street subdivision layout as proposed in early project iterations, and thus resulted in a 1,300' cul-de-sac. Due to the lack of a second point of public access to the development, Planning staff recommended that an access road be provided between NE Channel Dr and NE Grant St in order to accommodate emergency services vehicles.

Neither the current Fire Code nor the code in effect at the time of the subdivision's approval required that a second point of access be provided to the subdivision. The Fire Code allows no more than 50 dwelling units to be served by a single point of access; Fairfield Woods is a fully developed subdivision composed of 36 single-family residences. There is also no Fire Code requirement for a second point of access tied to cul-de-sac length. Therefore, the existing access road is not required to satisfy a public safety code requirement.

In the approximately 12 years of its existence, the access road has never been used by the City for any emergency service response. As such, the Fire Department has no objection to the elimination of the access road. Further, eliminating the emergency access road requirement allows the affected property owners to reclaim 600-700 sq. ft. of their respective properties as open area. Staff supports the applicant's request to eliminate the emergency access road requirement and associated requirement for the provision of an emergency access road easement.

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. Any removal of pavement must not interfere with the existing public water line. Depth of cover must be maintained within City of Lee's Summit standards. (Minimum depth of cover is 3.5 feet.) Additional fill will most likely be required to maintain minimum cover. Applicant shall confirm prior to pavement removal.

Attachments:

1. Copy of Ordinance No. 6066
2. Location Map

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG AND R-1 TO RP-1 ON LAND LOCATED NORTH OF WOODS CHAPEL ROAD AND EAST OF CHANNEL DRIVE AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR FAIRFIELD WOODS, (NORTH OF WOODS CHAPEL ROAD, EAST OF CHANNEL DRIVE), ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #2005-066 requesting a change in zoning classification from District AG and R-1 (Agricultural and Single Family Residential) to District ^{RP-1 Planned Single Family} ~~RP-2 (Planned Two Family Residential)~~ on land located north of Woods Chapel Road and east of Channel Drive and Application #2005-137, requesting approval of a preliminary development plan for Fairfield Woods, submitted by Fairfield Woods LLC, 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 13, 2005, and rendered a report to the City Council recommending that the zoning requested be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on October 6, 2005, and rendered a decision to rezone said property.

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

SECTION 1. That the following described property is hereby rezoned from District AG and R-1 to District ~~RP-2~~ ^{RP-1}

A tract of land located in the SW ¼ of the SW ¼ of Section B, Township 48N, Range 31W, in Lee's Summit, Jackson County, Missouri, more particularly described as follows: Commencing at the SW corner of said ¼ ¼ Section; thence N 02°30'44" E along the West line of said ¼ ¼ Section a distance of 59.70 feet to the Point of Beginning, said point being on the North right of way line of Woods Chapel Road, as it now exists, and the SE corner of "Westwood Estates", a subdivision in Lee's Summit, Jackson County, Missouri; thence N 02°30'44" E along the West line of said ¼ ¼ Section and the East line of said subdivision, a distance of 1266.19 feet to the NE corner of said subdivision, said corner being on the North line of said ¼ ¼ Section; thence S 88°06'21" E along the North line of said ¼ ¼ and the North line of "Caddell Place", a subdivision in said City, County, and State, a distance of 494.66 feet to the NE corner of said subdivision, said corner also being the NW corner of "Fairfield Green", a subdivision in said City, County, and State; thence S 02°31'45" W along the East line of said "Caddell Place" also being the West line of said "Fairfield Green", a distance of 265.00 feet; thence N 87°29'21" W, a distance of 164.94 feet; thence S 02°30'39" W along the West line of Lots 1 and 2 of said "Caddell Place" subdivision and its Southerly prolongation, a distance of 1007.67 feet to a point on the existing North right of way line of NW Woods Chapel Road; thence N 87°17'20" W along said existing North right of way line, a distance of 329.96 feet to the Point of Beginning, containing 10.609 acres, more or less, all being subject to restrictions, easements, and rights of way.

SECTION 2. That development shall be in accordance with the preliminary development plan dated August 12, 2005 appended hereto and made a part hereof. The development standards shall be as shown on the preliminary development plan.

SECTION 3. That the following conditions of approval apply:


1. A modification shall be granted to the maximum allowable 500' cul-de-sac length, to allow a cul-de-sac approximately 1,100' in length.
2. An emergency access road connecting Channel Drive to the cul-de-sac at the end of Grant Street between Lots 6 and 7 shall be provided. The road shall be a minimum 12' in width and shall be constructed to a standard acceptable to the City that will support the weight of emergency vehicles. In addition, a series of bollards, of a design that is acceptable to the City shall be placed at each end of the emergency access road.
3. A modification shall be granted to the required minimum 50' setback for residences from arterial streets, to allow Lots 21 and 22 to maintain a minimum 25' rear yard setback.
4. A modification shall be granted to the minimum 10% open/green space requirement, to allow the reduced amount of common open/green space as shown on the plan.
5. To meet the requirement of the UDO, the typical building footprints on the plan shall be revised so that the minimum setback for front-facing garages shall be 25'.
6. An access easement shall be granted to the City for the off-site access road along the north side of Lot 16 of *Westwood Estates*.
7. Lot 10 shall be redesignated as a tract. The ownership and maintenance of the tract, a proposed detention basin, shall be dedicated to the homeowners association.
8. To meet the requirement of the UDO, a low-impact landscape buffer shall be provided between the proposed development and the existing subdivision to the west. The low-impact buffer shall conform to the requirements of Article 14 of the UDO. A landscaping plan shall be submitted to the Planning and Development Department as part of the final plat for review to ensure the requirement for the low-impact buffer has been met. The landscaping shall be installed prior to any certificates of occupancy being issued in this plat.

SECTION 4. In granting modifications listed in Section 3, 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. 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 No. 5209.

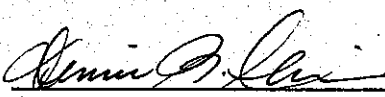
SECTION 6. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 20th day of October, 2005.



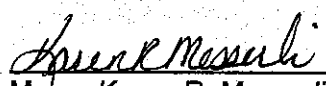
Mayor Karen R. Messerli

ATTEST:



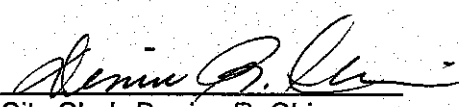
City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 20th day of October, 2005.



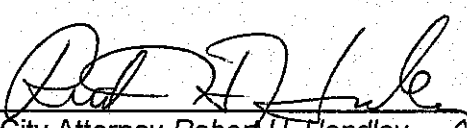
Mayor Karen R. Messerli

ATTEST:



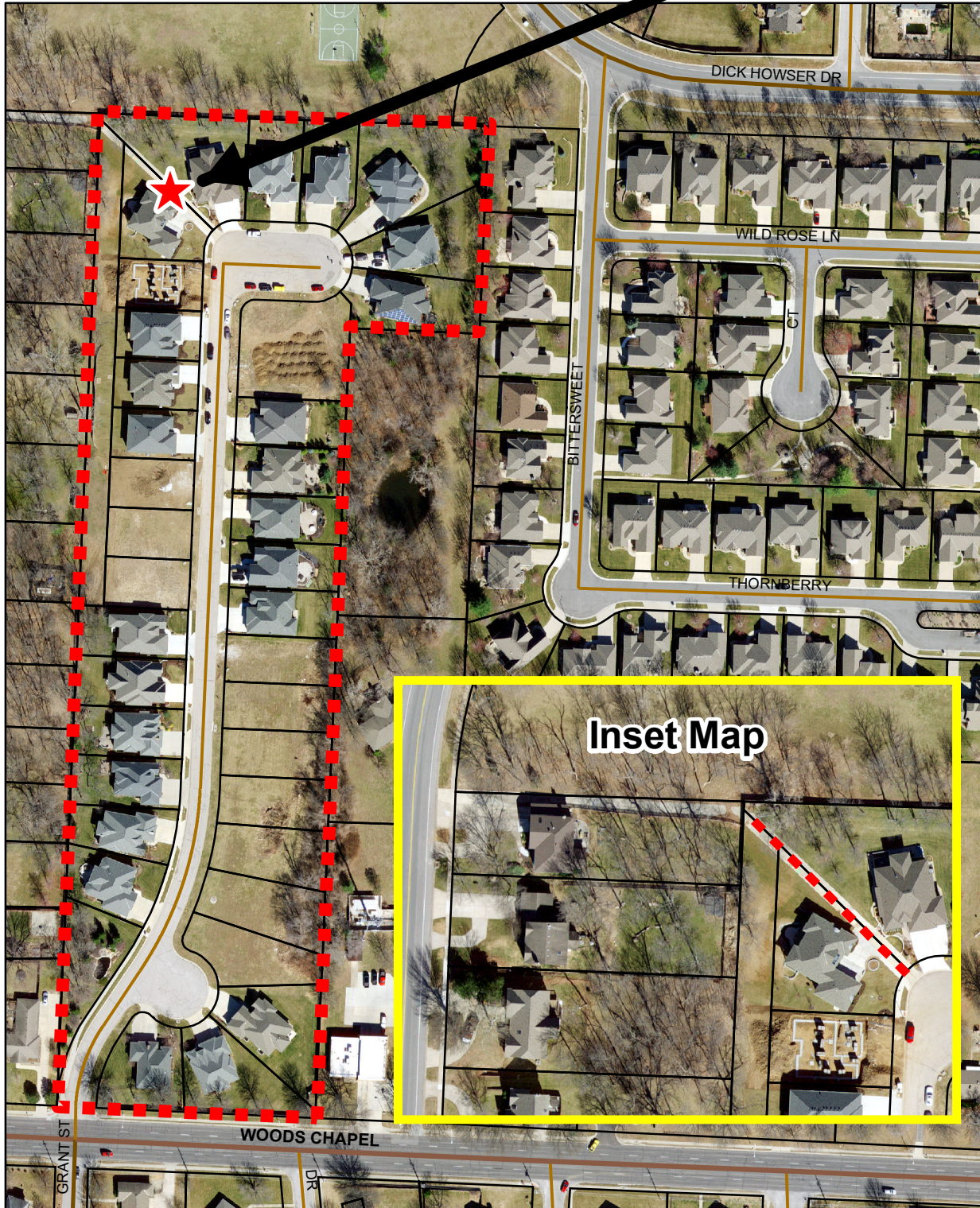
City Clerk Denise R. Chisum

APPROVED AS TO FORM:



City Attorney Robert H. Handley

Appl. #PL2018-019 PRELIM DEV PLAN
Fairfield Woods;
James R. Brown, applicant



Packet Information

File #: BILL NO. 18-68, Version: 1

An Ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to June 30, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting state funds in the amount of \$9,372,772.00 to rehabilitate and strengthen runway 18-36, extend runway 18-36, extend runway 11-29; and runway 18-36 and 11-29 lighting improvements.

(Note: First reading on April 19, 2018. Passed by unanimous vote).

Key Issues:

- This request is a time extension to complete the project.
- This project included rehabilitation and strengthening of runway 18-36, extension of Runway 18-36, extension of Runway 11-29: and lighting improvements for both Runway 18-36 and 11-29.
- This State Block grant was in the amount of \$9,372,772, funding 90% of the cost of the construction and inspection for this project.
- Local matching funds of \$520,710, 5% of the project cost were available from the Airport Construction Fund.
- 5% of the project cost, or \$520,710, came from a State Airport Aid Agreement.
- The time extension will allow Lee's Summit to receive the full grant amount for the work performed.

Proposed City Council Motion:

I move for adoption of an Ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to June 30, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting state funds in the amount of \$9,372,772.00 to rehabilitate and strengthen runway 18-36, extend runway 18-36, extend runway 11-29; and runway 18-36 and 11-29 lighting improvements.

Background:

This request is a time extension to complete the project. The work included in the time extension is necessary to close out the project punch list items such as growing grass, fixing small areas where erosion has taken place, and final electrical work related to FAA nav aids. The extension will allow Lee's Summit to receive the full grant amount for the work performed.

Timeline:

Finish: June 30, 2018

Recommendation: Staff recommends approval of an Ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to June 30, 2018 of the State Block Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting state funds in the amount of \$9,372,772.00 to rehabilitate and strengthen runway 18-36, extend runway 18-36, extend runway 11-29; and runway 18-36 and 11-29 lighting improvements.

Committee Recommendation: Public Works Committee did not meet in April prior to this Council meeting.

BILL NO. 18-65

AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO JUNE 30, 2018 OF THE STATE BLOCK AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

WHEREAS, the parties entered into an Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 23, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Nine Million Three Hundred Seventy-Two Thousand Seven Hundred Seventy-Two Dollars (\$9,372,772) to the Sponsor to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; and,

WHEREAS, an Airport Aid Agreement in the amount of \$520,710.00 (funding 5% of the cost of the construction and inspection for the Project) is to be used for the costs of the Project; and,

WHEREAS, local matching funds of \$520,710.00 (5% of the Project cost) are required and are available from the Airport Construction Fund; and,

WHEREAS, the parties both desire to extend the project time period in order to allow for completion of the work.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of an amendment to a state block grant agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; which is attached hereto and incorporated by reference as if fully set forth herein.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

ATTEST:

Mayor *W. A. Baird*

City Clerk *Trisha Fowler Arcuri*

BILL NO. 18-65

APPROVED by the Mayor of said city this _____ day of _____, 2018.

Mayor *W. A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of I / P
Nancy Yendes

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Lee's Summit
Project No.: 15-109A-3

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT**

AMENDMENT #1

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 23, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Nine Million Three Hundred Seventy-Two Thousand Seven Hundred Seventy-Two Dollars (\$9,372,772) to the Sponsor to assist with Rehabilitate and Strengthen Runway 18/36, Extend Runway 18/36, Extend Runway 11/29; and Runway 18/36 and 11/29 Lighting Improvements; and

WHEREAS, the parties desire to extend the project time period to allow for completion of the work.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PROJECT TIME PERIOD:** Based upon the revised project schedule, the project time period of December 31, 2017, will be extended to June 30, 2018, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(2) **SPECIAL CONDITIONS:**

(A) The project will be carried out in accordance with the assurances attached to the Original Agreement (Exhibit 1).

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before June 1, 2018, or such subsequent date as

may be prescribed in writing by the Commission

(C) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF LEE'S SUMMIT

Title _____

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF LEE'S SUMMIT

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

Packet Information

File #: BILL NO. 18-69, Version: 1

An Ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to December 31, 2018 of the execution of an Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting state funds in the amount of \$520,710.00 to rehabilitate and strengthen runway 18-36, extend runway 18-36, extend runway 11-29; and runway 18-36 and 11-29 lighting improvements.

(Note: First reading on April 19, 2018. Passed by unanimous vote).

Key Issues:

- This request is a time extension to complete the project.
- This project included rehabilitation and strengthening of Runway 18-36, extension of Runway 18-36, extension of Runway 11-29; and lighting improvements for both Runway 18-36 and 11-29.
- A State Block grant was in the amount of \$9,372,772, funding 90% of the cost of the construction and inspection for this project.
- Local matching funds of \$520,710, 5% of the project cost was required and available from the Airport Construction Fund.
- This State Airport Aid Agreement was in the amount of \$520,710 funding 5% of the construction and Inspection for this project.
- The time extension will allow Lee's Summit to receive the full grant amount for the work performed.

Proposed City Council Motion:

I move for a adoption of an Ordinance authorizing an amendment to permit the extension of the project time period from December 31, 2017 to December 31, 2018 of the execution of an Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting state funds in the amount of \$520,710.00 to rehabilitate and strengthen runway 18-36, extend runway 18-36, extend runway 11-29; and runway 18-36 and 11-29 lighting improvements

Background:

The request is a time extension to complete the project. The work included in the time extension is necessary to close out the project punch list items such as growing grass, fixing small areas where erosion has taken place, and final electrical work related to FAA nav aids. The extension will allow Lee's Summit to receive the full grant amount.

Timeline:

Finish: December 31, 2018

Recommendation: Staff recommends approval of an Ordinance authorizing an amendment to permit the extension of

the project time period from December 31, 2017 to December 31, 2018 of the execution of an Airport Aid Agreement by and between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission, granting state funds in the amount of \$520,710.00 to rehabilitate and strengthen runway 18-36, extend runway 18-36, extend runway 11-29; and runway 18-36 and 11-29 lighting improvements.

Committee Recommendation: Public Works Committee did not meet in April prior to this Council meeting.

BILL NO. 18-

AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 OF THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$520,710.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

WHEREAS, the parties entered into an Airport Aid Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 22, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum of Five Hundred Twenty Thousand Seven Hundred Ten Dollars (\$520,710) to the Sponsor to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; and,

WHEREAS, an State Block Grant Agreement is in the amount of \$9,372,772.00 (funding 90% of the cost of the construction and inspection for the Project) and is to be used for the costs of the Project; and,

WHEREAS, local matching funds of \$520,710.00 (5% of the Project cost) are required and are available from the Airport Construction Fund; and,

WHEREAS, the parties both desire to extend the project time period in order to allow for completion of the work.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of an amendment to the Airport Aid Agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; which is attached hereto and incorporated by reference as if fully set forth herein.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

ATTEST:

Mayor *W. A. Baird*

City Clerk *Trisha Fowler Arcuri*

BILL NO. 18-

APPROVED by the Mayor of said city this _____ day of _____, 2018.

Mayor *W.A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of I / P
Nancy Yendes

CCO Form: MO03
Approved: 7/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Project No.: AIR 156-109A-3

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT**

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by the Sponsor on November 15, 2016 and executed by the Commission on November 22, 2016 (hereinafter, "Original Agreement") under which the Commission granted the sum of Five Hundred Twenty Thousand Seven Hundred Ten Dollars (\$520,710) to the Sponsor to assist in Rehabilitate and Strengthen Runway 18/36, Extend Runway 18/36, Extend Runway 11/29; and Runway 18/36 and 11/29 Lighting Improvements; and

WHEREAS, the parties desire to extend the project time period to allow for completion of the work.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the original project time period of December 31, 2017, will be extended to December 31, 2018, to allow for completion of the work. Paragraph (3) of the Original Agreement is hereby amended accordingly.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

Packet Information

File #: 2018-2011, **Version:** 1

May 2018 Bike and Walk Month

Issue/Request

The month of May has been designated as National Bike and Walk Month. Mayor Baird is issuing a proclamation to honor this celebration in the City of Lee's Summit, Missouri.

PROCLAMATION



WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes, and other health problems among children and adults; and,

WHEREAS, bicycling and walking offers an opportunity to build activity into daily routine; and,

WHEREAS, bicycling and walking is a viable and environmentally sound form of transportation and an excellent form of recreation; and,

WHEREAS, walking allows the elderly and disabled to maintain their independence and promotes informal interactions between people thereby strengthening and enriching our neighborhoods; and,

WHEREAS, millions of Missourians experience the joys of biking and walking through educational programs, races, commuting activities, charity events and just getting out and going for a ride or walk; and,

WHEREAS, creating bicycle-friendly and walk-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and,

WHEREAS, promoting greater public awareness of cycling and walking and safety education may help reduce accidents, injuries and fatalities; and,

WHEREAS, all citizens have the right to safe streets, sidewalks and paths in their neighborhoods, business centers, schools, parks, and entertainment destinations.

NOW, THEREFORE, I, William A. Baird, by virtue of the authority vested in me as Mayor of the City of Lee's Summit, Missouri, do hereby proclaim the month of May 2018 as

BIKE AND WALK MONTH

to encourage our citizens to reap the benefits of bicycling and walking and remind everyone to follow proper bicycle, pedestrian, and motorist rules to ensure the safety and comfort of all our users.

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 day of April, 2018.

MAYOR WILLIAM A. BAIRD

Packet Information

File #: 2018-2022, **Version:** 1

May 2018 Building Safety Month

Issue/Request:

Mayor Baird is proclaiming May 2018 as Building Safety Month

PROCLAMATION

WHEREAS, the City of Lee's Summit is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens; and,

WHEREAS, our confidence in the structural integrity of these buildings is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry; and,

WHEREAS, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play; and,

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to keep America great; and,

WHEREAS, "Building Codes Save Lives" is the theme for Building Safety Month 2018, to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry and to recognize that countless lives have been saved due to the implementation of safety codes by local and state agencies.

NOW, THEREFORE, I, William A. Baird, by virtue of the authority vested in me as Mayor of the City of Lee's Summit, Missouri, do hereby proclaim May 2018 as

BUILDING SAFETY MONTH

to acknowledge the essential service provided by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

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 day of , 2018.

MAYOR WILLIAM A. BAIRD

Packet Information

File #: 2018-2023, **Version:** 1

Hammer Out Hunger Days May 3- 13, 2018

Issue/Request:

Home Builders Assoc. of Kansas City has launched the "Hammer Out Hunger" Challenge in conjunction with the Spring Parade of Homes, April 28 - May 13, 2018. In support of their efforts, Mayor Baird is proclaiming May 3 - May 13, 2018, as "Hammer Out Hunger Days" in the City of Lee's Summit.

PROCLAMATION



WHEREAS, the Home Builders Association of Greater Kansas City (KCHBA) has partnered with the Harvesters Community Food Network to address childhood hunger in our community; and,

WHEREAS, serving a 26-county area of northwestern Missouri and northwestern Kansas, Harvesters' vital mission is to feed the hungry, support disaster relief, and increase awareness of hunger and the importance of good nutrition; and,

WHEREAS, KCHBA has launched the "Hammer Out Hunger" Challenge in conjunction with the Spring Parade of Homes, April 28 through May 13; and,

WHEREAS, through its "Hammer Out Hunger" drive, KCHBA is raising funds and soliciting non-perishable food items for Harvesters, including an online silent auction during the Parade of Homes Awards Ceremony on May 2; and,

WHEREAS, KCHBA has formed three "Hammer Out Hunger" teams representing Kansas, Missouri North, and Missouri South, whose combined goal is to raise \$21,000, or 63,000 meals; and,

WHEREAS, the City commends KCHBA and Harvesters on their partnership and commitment to ending childhood hunger, especially during the summer months when school meals are not available.

NOW, THEREFORE, I, William A. Baird, by virtue of the authority vested in me as Mayor of the City of Lee's Summit, Missouri, do hereby proclaim May 3 – 13, 2018 as

HAMMER OUT HUNGER DAYS

In Lee's Summit and encourage residents to support the KCHBA and Harvesters in their efforts to provide help and hope to those who struggle to feed their families.

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 day of , 2018.

MAYOR WILLIAM A. BAIRD

Packet Information

File #: 2018-1992, **Version:** 1

Presentation of 2018 Citizen's Leadership Academy Graduation Certificates.

The first Citizens Leadership Academy was held in 2011, in response to a suggestion from LS 360. This year marks the 7th academy. Last year, an academy was not held due to the City's Sesquicentennial celebration. Participants in the 2018 Academy will be presented to the Mayor and Council.

The 2018 Citizens Leadership Academy has been completed. We began with 10 participants and 8 were able to attend a majority of sessions. The final session, held on Saturday, April 21st, included a mock city council meeting for the City of Mockington. Participants held the positions of Mayor and Councilmembers. They were provided with a packet and real Staff members helped them prepare.

Once again, City Staff willing and enthusiastically participated in this program. I truly appreciate the assistance they provided and this Academy would not have been a success without them.

The graduating participants will be provided with a certificate of participation and include: Larry Anderson, Jamie Conover, Joshua Cresswell, Erik Crew, Carla Dial, Clyde Hicks, Cheryl Nash and Monte Stull.

Presenter: Trisha Fowler Arcuri, City Clerk



LEE'S SUMMIT
MISSOURI

CITY OF LEE'S SUMMIT
2018 CITIZENS LEADERSHIP ACADEMY
EVALUATION SUMMARY

Participants in the 2018 CLA were asked to complete evaluations for each session. Below is a summary of the responses received from the participants. (8 participants – 6 Responses)

1 = Unsatisfactory 2 = Needs Improvement 3 = Satisfactory 4 = Exceeds Expectations 5 = Excellent

SESSION 1: CITIZENSHIP / COMMUNITY HISTORY

	1's	2's	3's	4's	5's	N/A
Opening Remarks from Mayor and Introductions				2	3	1
Overview of the Academy – Trisha Fowler Arcuri				3	2	1
What Does Citizenship Mean to You – Trisha Fowler Arcuri				4	0	2
Lee's Summit Then and Now – Denise Chisum (Guest Speaker)				1	4	1
Materials and Handouts				2	2	2

Comments:

- History is a hobby of mine and Denise is exceptionally knowledgeable. Trisha sets up great expectations for the rest of the classes.
- Enjoyed the "Then and Now"
- Great to have Mayor, Councilmen, City Manager and Finance Director present at introductions. Denise did a wonderful job on history.

SESSION 2: STRUCTURE OF GOVERNMENT / CITY CHARTER AND ORDINANCES / COMMUNITY BUILDING

	1's	2's	3's	4's	5's	N/A
Structure of Government – Nick Edwards		1		3	2	
City Charter, Ordinances and Ethics – Brian Head				2	4	
Community Building – Nick Edwards and Christal Weber			1	3	1	1
Tour of Facility – Lee's Summit Airport – John Ohrazda				3	1	2
Materials and Handouts				4	2	

Comments:

- Very informative. Not the kind of knowledge you get as a regular citizen. Brian was great explaining how complicated it gets.
- Would like to have had screen shots of Nick's section. Like John Ohrazda's passion for the airport.
- Very good discussion and examples of Conflict of Interest. Great Airport tour!

2018 Citizen Leadership Academy Evaluation

1 = Unsatisfactory 2 = Needs Improvement 3 = Satisfactory 4 = Exceeds Expectations 5 = Excellent

SESSION 3: FINANCE / ECONOMIC DEVELOPMENT

	1's	2's	3's	4's	5's	N/A
Municipal Finance – Conrad Lamb				1	3	2
Finance/Budget and Dev. Incentives – Conrad Lamb & Mark Dunning				1	3	2
Economic Development and Redevelopment – Mark Dunning				1	3	2
Tour of Facility – Maintenance Facility – Mark Dunning				1	3	2
Materials and Handouts				1	3	2

Comments:

- **Conrad is a city treasure. Love all the –URPS- great planning many cities don't do. Excellent explanations of all the financing options related to development incentives. Mark did a great job as well. Material is a dry subject, but he made it very enjoyable. Great presentation – slide. Redevelopment has been good thus far in the City.**
- **Very nice facility**

SESSION 4: PLANNING AND DEVELOPMENT / CONFLICT RESOLUTION

	1's	2's	3's	4's	5's	N/A
Planning and Development – Bob McKay and Ryan Elam			1	2	3	
Police Department – Travis Forbes				2	4	
Policy Development – Bob McKay and Ryan Elam				1	4	1
Tour of Facility – Police Department – Jim Green				1	4	1
Materials and Handouts				3	3	

Comments:

- **Great info! Tour was fabulous. Firing range is incredible.**
- **Amazing what goes in to planning.**
- **The scope of City planning is amazing! Great police department tour. Pleased to see a range and training facility on site!**

SESSION 5: PUBLIC WORKS / WATER / PARKS AND RECREATION

	1's	2's	3's	4's	5's	N/A
Public Works – Dena Mezger				2	3	1
Parks and Recreation – Joe Snook				2	3	1
Water Utilities – Mark Schaufler				2	2	2
Tour of Facility – Water Facility – Mark Schaufler				2	2	2
Materials and Handouts				2	3	1

Comments:

- **The exercise Dena had us attempt to allocate funds for the numerous projects – without sufficient funds was eye opening.**
- **Budget exercise was hard!**
- **There's more to it than you'd think! Very good info on what is involved. Parks is really doing great and was a great presentation.**

2018 Citizen Leadership Academy Evaluation

1 = Unsatisfactory 2 = Needs Improvement 3 = Satisfactory 4 = Exceeds Expectations 5 = Excellent

SESSION 6: PUBLIC SAFETY / FIRE AND CODE ADMINISTRATION

	1's	2's	3's	4's	5's	N/A
Codes Administration – Tracy Deister and Josh Johnson				4	1	1
Fire Department – Jim Eden				2	4	
Tour of Facility – Fire Station No. 7 – Jim Eden				2	3	1
Materials and Handouts				2	3	1

Comments:

- **Jim Eden is memorable as a speaker. Need more time and detail on Capital Budgeting exercise – more group time – larger group discussion – very though provoking.**
- **Great walk down of the ambulance / fire trucks. Excellent tour of the training facility. Firemen also took the time during their workout to talk with us.**

SESSION 7: COUNCIL MEETING PROCEDURES / MOCK CITY COUNCIL MEETING

	1's	2's	3's	4's	5's	N/A
Conducting and participating in a meeting – Trisha Fowler Arcuri				1	4	1
Preparation for Mock City Council Meeting – Trisha Fowler Arcuri				1	4	1
Mock City Council Meeting				2	3	1
Materials and Handouts				1	4	1

Comments:

- **Very thorough presentation on meeting conduct and City Council meetings.**
- **Trisha explained very well the technical aspects of the City Council meetings. This should be put out for public as well. Most citizens don't know how meetings are put together and when are the appropriate times/places for public comments. Lots of people think if you have an issue you can just show up at a meeting and bring stuff up.**

TIMING OF MEETINGS

	1's	2's	3's	4's	5's	N/A
Time of Year				1	5	
Frequency of meetings					6	
Length of meetings				1	5	
Materials and Handouts				2	4	

Comments:

- **The time of the year worked well. Alternate Saturdays seemed to work quite well! The length of the meetings was also good.**
- **Try to miss St. Patrick's parade next time – ha! Winter is a great time of year to fit in Saturday classes – avoid kids sports seasons and holidays and summer vacations.**

2018 Citizen Leadership Academy Evaluation

1 = Unsatisfactory 2 = Needs Improvement 3 = Satisfactory 4 = Exceeds Expectations 5 = Excellent

OVERALL

	1's	2's	3's	4's	5's	N/A
Did the Sessions meet expectations?				1	5	
Should there be more leadership training?					6	
Quality of Work				1	5	
Timeliness of information prior to meetings					6	
Accessibility of Staff					6	
Courtesy and professionalism of Staff					6	

Comments:

- So glad I took this class.
- Great Experience! Thank you.
- Very Worthwhile. Provided me a much greater appreciation of this wonderful city. All sessions were very well organized and comprehensive. Yes! Definitely should be more sessions to stimulate more volunteerism. The emailed info was very good. Outstanding accessibility of staff. Awesome the leaders took time out of their Saturday.
- Time very well spent. Need to advertise more. I'd never heard of it until it was mentioned in a Planning Commission meeting. Great resource for community minded people. Makes you want to participate more and gives great ideas where and how.

Suggestions:

- My primary suggestion is to just get the word out about the Academy.
- Leave time to complete tours prior to noon.
- Advertise more.
- Great selection of speakers.

Staff Suggestions:

- Driving tour of the city to look at new developments, and talk through some of the various challenges near a project.
- Change the Mock City Council Public Hearing to something that may be a little more realistic for the group. We have dealt with some other issues where it may be easier to see "both sides". An example would be our behavior based dangerous dog ordinance vs. a breed specific dog ordinance. Another thought (one we may have done previously) is rezoning for apartments at a location near a single-home subdivision.

Packet Information

File #: 2018-1962, **Version:** 1

Presentation and review of City's adopted Economic Development Incentive Policy

Issue/Request:

Presentation and review of City's adopted Economic Development Incentive Policy

Key Issues:

Staff will be presenting the Mayor and Council with an overview of the adopted Economic Development Incentive Policy and highlight the process by which economic development incentives are processed and considered. The policy is utilized as a document which guides and communicates the manner in which Lee's Summit considers economic development incentives.

Proposed City Council Motion:

No motion necessary. Informational presentation and discussion only.

Background:

On April 19, 2018, David Bushek with Gilmore & Bell P.C. provided a presentation of the various economic development incentive tools to the Mayor and Council. This presentation will build upon the incentive tools presentation and provide greater detail as to how the City's adopted Economic Development Incentive Policy guides stakeholders through the incentive request process. The policy also provides further guidance on the use of the various incentive tools and the manner in which the City of Lee's Summit has chosen to utilize them.

Economic Development Incentive Policy history:

- February 2015 the City Council adopted Ordinance #7588 creating the Economic Development Incentive Policy
- October 2015 the City Council amended the Policy by adoption of Ordinance #7725.
- January 2018 the City Council amended the Policy by adoption of Ordinance #8322.
- From time to time, staff provides administrative updates to the policy as changes in City Council or the targeted areas for development/redevelopment change as needed.

Other Information/Unique Characteristics:

With the adoption of the Economic Development Incentive Policy, staff is better equipped to provide direction and guidance to the development and investment community at very early stages of conceptual developments which is of great benefit to all parties involved.

Presenter: Mark Dunning, Assistant City Manager

File #: 2018-1962, **Version:** 1

Recommendation:

No recommendation necessary - informational presentation and discussion only.



Economic Development Incentive Policy

Review and Discussion

May 3, 2018

City Council

Yours Truly

Why is there a need for a policy?

- Highly Competitive Environment for Development
- Communicates Community Priorities
- Provides framework/understanding
 - City Council
 - Development Community/Investors/Businesses
 - City Staff
- Streamlines processes and procedures

How is the Policy Used?

- Attraction & Retention
- Development & Redevelopment
- Level of Investment
- Promotion & Marketing
- Provides additional guidance
- Policy itself may be viewed as an “incentive”

Policy Implementation

- Adopted February 19, 2015 (Ord. #7588)
- Amended October 1, 2015 (Ord. #7725)
- Amended January 4, 2018 (Ord. #8322)
- Administrative updates:
 - June 21, 2016
 - June 26, 2017
 - Update in progress (New Mayor & Councilmembers)

What is in the Policy?

- Vision
- Policy Emphasis
- Use of Incentives (matrix)
- Strategic Direction
- Targeted Areas
- Community Profile
- Policy Statement
- Overview of Incentive Tools
- Application / Review Process
- Guidelines & General Policies
- Sample Forms

City Council Vision

2013 Vision Statement:

Lee's Summit will build upon and promote its unique downtown, educational excellence and cultural heritage to create and nurture a business environment which fosters entrepreneurship, commercial and neighborhood redevelopment, and the attraction and retention of high quality jobs in targeted businesses. In doing so, the tax base will grow ensuring the City's continued ability to deliver outstanding quality of life and services to both businesses and residents.

Policy Emphasis

5 Areas of Focus:

- *Investment in Downtown Lee's Summit*
- *Entrepreneurship*
- *Redevelopment*
- *Business Attraction and Retention*
- *Targeted quality jobs*

Use of Incentives

Availability of Incentives								
Areas of Focus						Guidelines		
Incentives	Downtown	Entrepreneurship	Redevelopment	Attraction/ Retention	Targeted Businesses	Minimum Investment	*Incentive	
	TIF	X		X	X	X	\$5m New / \$3m Existing	**25%
	CID	X		X	X	X	Public Improvement Required	up to 1 cent
	NID	X		X	X	X	Public Improvement Required	Special Assessment
	TDD	X		X	X	X	Public Improvement Required	up to 1 cent
	Chapter 100	X		X	X	X	\$5m New / \$3m Existing	50% - 10 yrs
	Chapter 353	X		X	X	X	\$5m New / \$3m Existing	50% - 10 yrs
	LCRA	X		X	X	X	\$500k	50% - 10 yrs
	Sales Tax Reimbursement			X	X	X	\$250k (Public Improvements)	up to 1/2 cent
	Site Specific Incentives	X	X	X	X	X	TBD	TBD

* If request is below the listed amount City staff may proceed with review and presentation to Council. If request exceeds listed amount a conceptual presentation shall first be made to the City Council before proceeding with request.

** The value of the incentive is calculated by multiplying the cap amount and the total private development cost. Private development costs and activities are items that will not have public ownership.

Strategic Direction

Targeted Outcomes:

- *The development and maintenance of infrastructure*
- *Attracts and retains targeted businesses*
- *Preserves or enhances residential developments*
- *Allows for business retention or expansion*
- *Helps create a positive community image*

Development & Maintenance of Infrastructure

Development projects are encouraged to exhibit a public benefit through improvement, creation, or expansion of public infrastructure. In particular there is an interest for opportunities where the expansion of public infrastructure may create new economic development areas. This can include the development of bridges, streets, signals, stormwater facilities, removal of blight, water and sewer utilities.

Attracts or Retains Targeted Businesses

The City of Lee's Summit currently enjoys a residential base comprised of highly educated and highly skilled individuals. Creating employment opportunities that allow these individuals to advance their careers within the City of Lee's Summit is a priority. We seek employers that will leverage our existing strengths and workforce resources. We also seek economic sectors that have strong growth potential in the future. The City strives to be a regional hub that provides a fertile environment for the development of technology and healthcare industries, manufacturing, and entrepreneurship.

To be considered a targeted business, the business shall help create an environment where work opportunities exist to support family households. A quality life is a combination of good income, health, family, and leisure activities. These life experiences are more likely to occur when the workplace is in Lee's Summit. A common measurement of quality jobs is income. Indexes such as compensation that equals or exceeds the average pay for Jackson County, Missouri workers, is often used as a standard.

Preserves or Enhances Residential Development

The City of Lee's Summit strives to provide a high quality of life for its residents. Residential development projects should provide an environment that attracts residents by incorporating quality design standards. We are seeking future residential communities that offer housing choices to attract next generations as well as supporting today's lifestyles. Residential developments that are incentivized should improve livability by enhancing the accessibility to needs and services. Careful consideration will be given to the impact on other taxing jurisdictions.

Allows for Business Retention/Expansion

Retaining our existing economic base is vital to providing reliable municipal services. The City of Lee's Summit seeks to promote an environment that will encourage growth and sustainability of the existing economic base. This can be accomplished through partnership opportunities with those looking to grow their business.

Helps Generate a Positive Community Image

The City of Lee's Summit seeks to be recognized as a community that possesses high quality commercial and residential development that is well planned, meets diverse needs, and exceeds community expectations. This approach has helped identify Lee's Summit as a vibrant city with a dynamic spirit of cooperation among its diverse citizens, businesses, organizations, education systems, and local government.

Targeted Areas

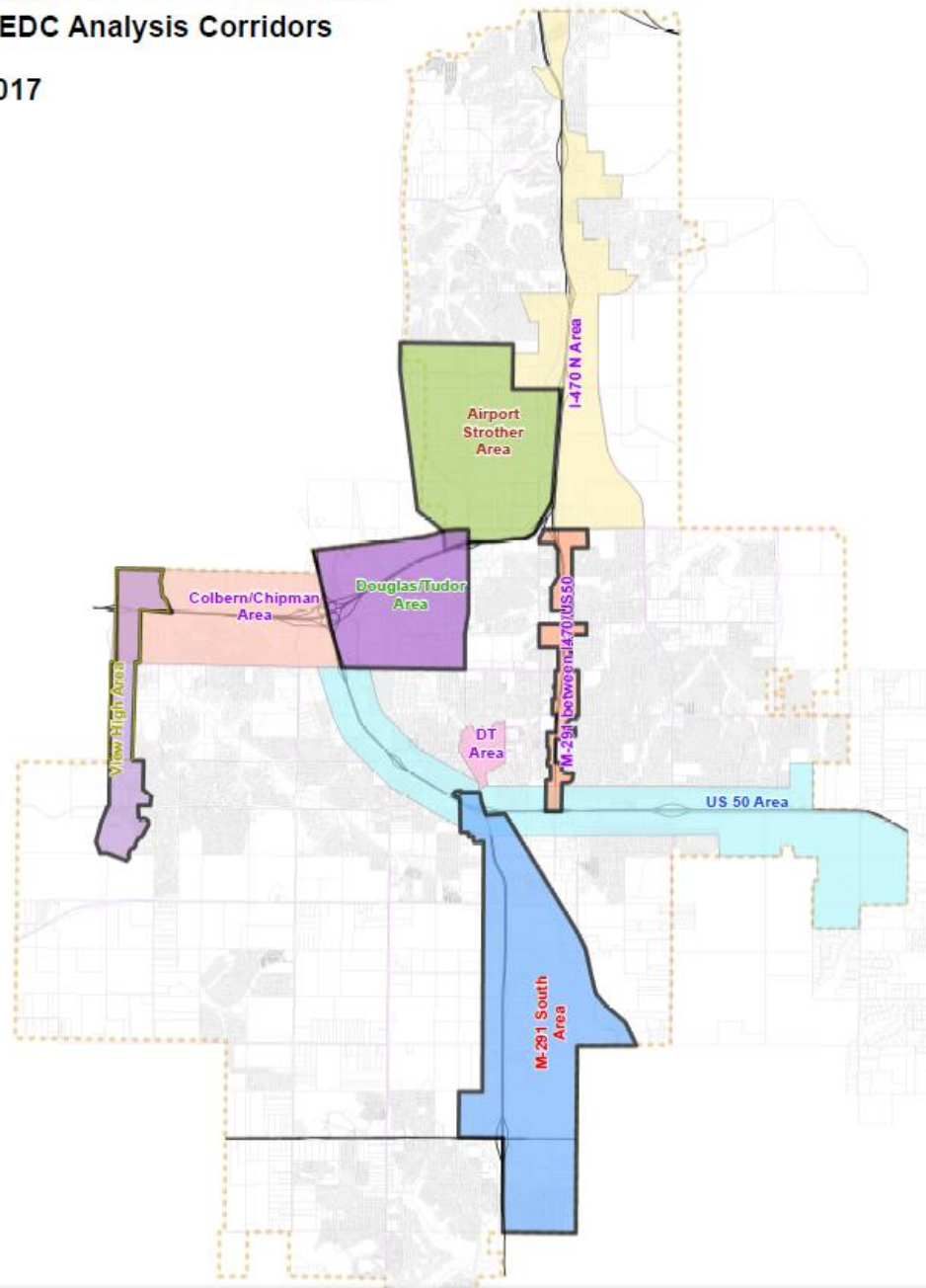
Targeted Areas:

- *Douglas / Tudor Road*
- *I-470 North Corridor*
- *Airport*
- *View High Corridor*
- *Downtown Core*
- *I-470 Chipman / Colbern*
- *M291 North Corridor*
- *US 50 Highway Corridor*
- *M291 South Corridor*

City of Lee's Summit

CEDC Analysis Corridors

2017



Policy Statement

The City Council of the City of Lee's Summit is the approving body for all projects that make use of economic development incentives. It is the City Council's responsibility to balance the needs for economic development and a positive financial condition for the provision of City services. The City Council reserves its power to judiciously review the merits of all development projects on a case by case basis. Under no circumstance will incentives be approved without consent from a majority of the Council.

The purpose of this document is to inform the prospective investor of the types and uses of incentives that are available to fund development projects within the City. Additionally, the policies contained are guiding statements intended to outline processes, procedures, and reflect the general consensus of the Mayor and City Council.

Financial Tools

- Special Taxing Districts
 - CID, NID, TDD
- Tax Abatement (increment)
 - LCRA, Chapter 100, Chapter 353
- Tax Redirection
 - TIF (PILOTS & EATS)

Application & Process

Incentive “Matrix” (guide/base) *“the fork in the road”*

- **Incentive at or below Matrix:**
 - no conceptual and may proceed through process
- **Incentive above Matrix:**
 - Written notification, pre-application checklist
 - Conceptual presentation made to Council

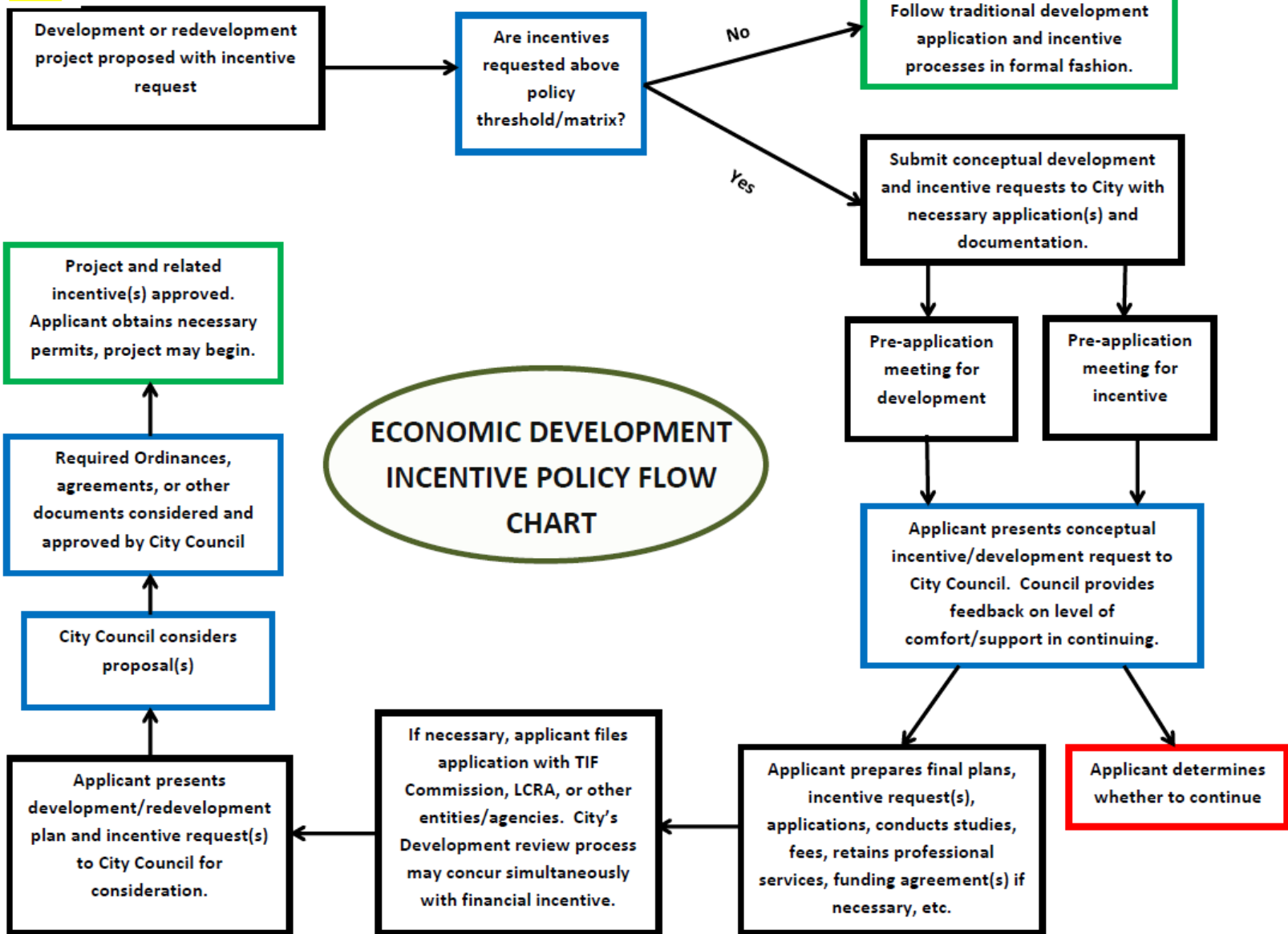
The Matrix

Availability of Incentives								
Areas of Focus						Guidelines		
Incentives	Downtown	Entrepreneurship	Redevelopment	Attraction/ Retention	Targeted Businesses	Minimum Investment	*Incentive	
	TIF	X		X	X	X	\$5m New / \$3m Existing	**25%
	CID	X		X	X	X	Public Improvement Required	up to 1 cent
	NID	X		X	X	X	Public Improvement Required	Special Assessment
	TDD	X		X	X	X	Public Improvement Required	up to 1 cent
	Chapter 100	X		X	X	X	\$5m New / \$3m Existing	50% - 10 yrs
	Chapter 353	X		X	X	X	\$5m New / \$3m Existing	50% - 10 yrs
	LCRA	X		X	X	X	\$500k	50% - 10 yrs
	Sales Tax Reimbursement			X	X	X	\$250k (Public Improvements)	up to 1/2 cent
	Site Specific Incentives	X	X	X	X	X	TBD	TBD

* If request is below the listed amount City staff may proceed with review and presentation to Council. If request exceeds listed amount a conceptual presentation shall first be made to the City Council before proceeding with request.

** The value of the incentive is calculated by multiplying the cap amount and the total private development cost. Private development costs and activities are items that will not have public ownership.

START



General Policies

- **Before review by the City Council, all proposed projects that are to receive incentives must be consistent with the City's Comprehensive Plan and must comply with all applicable City zoning.**
- **The City's 'annual appropriation', or General Fund, guarantee will not be pledged for economic development projects.**
- **The City Council will not consider or grant incentives for projects that have received any type of building permit or infrastructure permit. Some exceptions specifically noted.**
- **The disbursement of incentives will be subject to an annual evaluation to ensure that the performance of the development project is commensurate with the amount of incentives granted.**
- **The City Council will receive comments, or a statement of impact, from the Lee's Summit School District, or any other taxing jurisdiction, if provided to city staff during the review period.**

General Policies

- **Provision to conduct a review of conceptual development and incentive proposal with staff prior to pre-application or formal application**
- **Funding agreements (if required) may be placed on the same agenda as conceptual incentive presentations.**
- **Policy statement regarding use of sales tax reimbursement as a tool for public improvements only.**
- **Incentives involving redirection of taxes shall incorporate information to differentiate public vs private improvements/costs within the proposal or project budget.**
- **Quality Job = County Average Wage as defined by MERIC**

General Policies

- **City Council may, at any time request review of the available credit that may be used by the applicant for the purpose of development.**
- **If pursuing a blighted CID, public improvements related to the redevelopment project shall be considered a priority.**
- **Funding / Reimbursement agreements:**
 - **Independent, 3rd Party reviews or analysis**
 - **Legal counsel costs**
 - **Other costs or fees related to processing of request(s) such as certified mailing, public hearing notices, etc.**
- **Policy allows for administrative updates**

Input/Feedback/Questions

- Vision
- Areas of Focus
- Targeted Outcomes
- Targeted Areas
- Purpose
- Process
- Policy
- Guidelines



Economic Development
Incentive Policy



LEE'S SUMMIT
MISSOURI

Adopted by ordinance #7588 on;

February 19, 2015

Amended on;

October 1, 2015 (Ord. #7725)

January 4, 2018 (Ord. #8322)

Administrative Updates;

June 21, 2016

June 26, 2017

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ECONOMIC DEVELOPMENT VISION

The purpose of every vision statement is to describe a desired future outcome. This vision guides our decision making to allow for a consistent review and discussion of economic development and the use of incentives. It is the intent of the Mayor and City Council, City staff, and community partners to help align and direct resources to obtain this vision. In 2013, the Mayor and City Council, with input from our community partners, adopted the following vision;

Economic Development Vision Statement of the Lee’s Summit City Council:

Lee’s Summit will build upon and promote its unique downtown, educational excellence and cultural heritage to create and nurture a business environment which fosters entrepreneurship, commercial and neighborhood redevelopment, and the attraction and retention of high quality jobs in targeted businesses. In doing so, the tax base will grow ensuring the City’s continued ability to deliver an outstanding quality of life and services to both businesses and residents.

The Economic Development Vision emphasizes five areas of focus: Downtown, Entrepreneurship, Redevelopment, Attraction and Retention, and Targeted Businesses. The areas of focus represent a strategic need that is part of a broader economic development strategy. **These areas of focus inform us as to ‘how’ the community should develop; through investment in Downtown Lee’s Summit, entrepreneurship, redevelopment, and the attraction and retention of targeted jobs and businesses.**

USE OF INCENTIVES

The City of Lee’s Summit is prepared to strategically and responsibly consider the use of incentive programs to meet our economic development goals and outcomes. It is the City’s philosophy to be accommodating to targeted businesses that support our vision that has been outlined by the City Council. In accordance with our areas of focus and targeted outcomes, the City of Lee’s Summit may provide a level of incentive as outlined in the following matrix.

Availability of Incentives								
	Areas of Focus					Guidelines		
	Downtown	Entrepreneurship	Redevelopment	Attraction/Retention	Targeted Businesses	Minimum Investment	*Incentive	
Incentives	TIF	X		X	X	X	\$5m New / \$3m Existing	**25%
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STRATEGIC DIRECTION

The Mayor, City Council, and community partners have worked to clearly identify targeted development outcomes and targeted areas for development to communicate the City's economic development goals. **These outcomes, or goals, have been created to inform prospective investors of 'what' is desired by development that may make use of incentives.**

Targeted Outcomes

The City is seeking investment that supports or benefits;

- **The development and maintenance of infrastructure**

Development projects are encouraged to exhibit a public benefit through improvement, creation, or expansion of public infrastructure. In particular there is an interest for opportunities where the expansion of public infrastructure may create new economic development areas. This can include the development of bridges, streets, signals, stormwater facilities, removal of blight, water and sewer utilities.

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TARGETED AREAS FOR DEVELOPMENT/REDEVELOPMENT

The Mayor and City Council has established targeted areas for development or redevelopment. **These targeted areas were defined to help inform investors of 'where' development and redevelopment is most desired.** Incentive requests may be considered for projects outside of these targeted areas. Summaries of each geographic area and map can be found in the following section.

Douglas/Tudor Rd. Targeted Planning Area:

Boundary description: NE Douglas St. on the east, US 50 Highway on the west, Chipman Rd. to the south and Colbern Rd. to the north

General overview: This area includes multiple large acreage - undeveloped tracts currently zoned for Planned Mixed Use, Planned Industrial and Planned Office uses. The Union Pacific rail line bisects the targeted planning area. Infrastructure improvements within this area include the re-alignment of NW Blue Parkway near Unity Village along with associated water and sewer line relocations, construction of the Tudor Road bridge connecting NE Douglas Street to NW Ward Rd. Sewer and water infrastructure exists to serve the general area. Significant efforts are underway to continue mixed-use development in and around the Summit Technology Campus with the recently completed Missouri Innovation Campus and Holiday Inn Express, and current construction of the 308 unit luxury multi-family Summit Square Apartments. Many of the properties are served by major roads providing excellent frontage to the properties, including Douglas Street, Chipman Road, Ward Road, Blue Parkway and Colbern Road. Highway frontage exists along both sides of the I-470 corridor. One rail spur exists to undeveloped property immediately south of I-470. The NW Main Street area is currently a 'metal building area' and much of the property is owned by a single property owner (Lowenstein).

I-470 North Targeted Planning Area:

Boundary description: I-470 Corridor north of Colbern Road to the north City limits

General overview: This area is largely undeveloped primarily due to the approximate 1,100 acres owned by Property Reserve, Inc. on the east side of I-470. Some undeveloped acreage exists on the north side of Colbern Rd. however development of this area would likely require significant sewer and traffic improvements. Within the Ralph Powell Rd. corridor various new development opportunities exist and infrastructure is available to these undeveloped parcels. The Wilshire Care Center continues to expand its footprint with additional residential independent living units currently under construction on the north side of Strother Rd. Some undeveloped lots exist within the Lakewood Business Park and commercial growth could occur on the NE corner of I-470 & Bowlin Rd (Captain's Wharf). Other undeveloped areas in this corridor would prove to be challenging to develop due primarily to topography.

Airport Targeted Planning Area:

Boundary description: I-470 on the east and south, Lee's Summit Road on the west, Strother Road and Lakewood Residential subdivision on the north

General overview: The City owns a significant portion of the Targeted Planning Area for the Municipal Airport where fuel sales and hanger rental is available. Airport improvements include a 5,500 ft. grooved concrete runway with a 4,000 ft. cross wind runway, improved airfield lighting, and heated hangar space availability for business and corporate aircraft and/or itinerant stays. Parcels along the I-470 corridor, east of the Airport are prepared for new development with infrastructure in place. Undeveloped parcels exist on the north and west sides of the Airport, however infrastructure to these areas would be necessary. Large lot residential developments exist along much Lee's Summit Road. St. Michael the Archangel Catholic High School has recently been constructed and opened located south of Strother Rd and east of Lee's Summit Road.

I-470 Chipman/Colbern Targeted Planning Area:

Boundary description: Colbern Rd/City Limits on the north, US 50 Highway on the east, Chipman Rd. on the south and View High/City Limits on the west.

General overview: West of US 50 Highway and north of I-470 land reclamation is occurring and much of the undeveloped area is undermined. South of I-470 opportunities for development exist along the west side of Pryor Rd. however relocation of transmission electrical lines would be necessary, and a fair amount of this area is undermined further west of Pryor Rd. The City is pursuing a Conceptual Development Plan for this area to create the framework for an envisioned mixed-use development. The target planning area is bisected by the Rock Island rail line which was recently acquired by Jackson County, Missouri for multi-purpose recreation/transportation uses and Cedar Creek.

View High Corridor Targeted Planning Area:

Boundary description: City limits on north, railroad and residential subdivisions to the east, Longview Road on the south and View High on the west.

General overview: Development efforts are continuing with the approved Paragon Star project (soccer complex/mixed use development at the View High/I-470 interchange with planned infrastructure improvements also being pursued. The Summit Church (Lee's Summit United Methodist Church) recently completed construction of a new Church at View High and Chipman Rd. Large lot residential

and undeveloped parcels exist along View High Drive. Recent approval of the Village at View High mixed-use development at the northeast quadrant of View High Drive and 3rd Street present opportunities for development in this area. Longview Farm continues to see development and redevelopment with construction commencing on a 7 screen B & B Movie Theater and adjacent commercial development. Stabilization work has been completed on the Longview Farm Barns and homes in this area with the overall vision to rehabilitate many of the historic structures of Longview Farm.

Downtown Core Targeted Planning Area:

Boundary description: City's Downtown Core as generally defined within the boundaries of Chipman Road, 291 North, and US 50 Hwy.

General overview: The Lee's Summit United Methodist Church continues to be marketed for sale at 2nd and Douglas Streets and the former Lee's Summit Journal Building at 5th & Douglas Streets is available for re-use. The Downtown area has seen significant investment and activity including completion of the Historic Museum, multiple offerings of dining and drinking establishments and event space. A plan has been approved to convert the former Post Office into a coworking space with many additional opportunities for redevelopment or reinvestment within this targeted area.

M-291 North Corridor Targeted Planning Area:

Boundary description: North M-291 Commercial corridor from US 50 Hwy to Colbern Rd.

General overview: The corridor is mostly developed with redevelopment opportunities present. The old Sears building has been redeveloped into an At-Home furnishings store, Hy-Vee Grocery Store expansion and renovation, completion of a new Generation 3 QuikTrip at Mulberry & 291, construction of a new PetSmart store within the Ritter Plaza area near the Wal-Mart. A new Community America Credit Union is under construction where a convenience and gas store once existed. Additional opportunities for redevelopment or reinvestment exist in this corridor.

US 50 Hwy Corridor Targeted Planning Area:

Boundary description: US 50 Hwy Commercial corridor from Chipman Rd south and east to City limits.

General overview: This area contains many opportunities for redevelopment as well as new development. Interchange improvements are currently under construction for the South M-291 & US 50 Hwy interchange and the new Blackwell Rd. & US 50 Hwy interchange is nearing completion. Redevelopment opportunities include: Old Lee's Summit Hospital, former Adesa & Calmar sites and mixed-use opportunities including large square footage light industrial opportunities within The Grove (South M-291 & Bailey Road area) which has received preliminary development plan approval. Lee's Summit Medical Center is currently under construction with a 3rd floor addition and the Village Cooperative residential project recently completed. With the Blackwell interchange and frontage road improvements there is great potential for new development in the eastern portion of US 50 Hwy however water and sewer infrastructure will likely be challenging south of US 50 towards Smart Road. A lift station would be necessary to sewer the annexed property referenced above.

South M-291 Targeted Planning Area:

Boundary description: M-291 South corridor (south of Us 50 Hwy) to the railroad tracks on the east, south to the southern City limits.

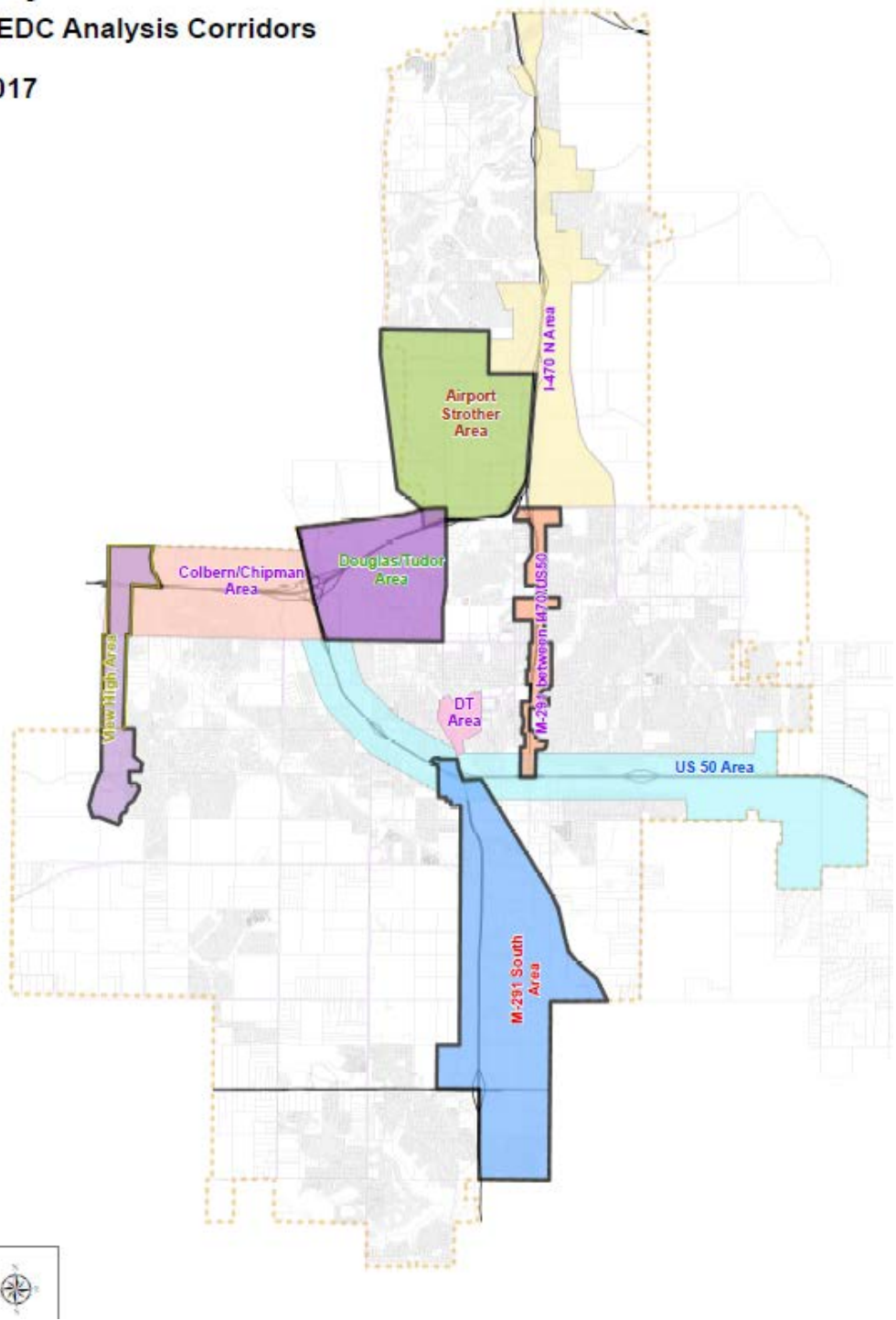
General overview: Redevelopment of the existing Pine Tree Plaza shopping center has recently received approval, and redevelopment opportunities exist with the South M-291 corridor immediately south of US 50 Hwy with the Adesa and Calmar sites and The Grove mixed-use development. A new Wal-Mart opened in March of 2017 north of M-150 on SW Market Street. A significant portion of this planning area lacks sewer, transportation and water infrastructure to support development, specifically towards southern Lee's Summit.

TARGETED AREAS FOR DEVELOPMENT

City of Lee's Summit

CEDC Analysis Corridors

2017





APPENDIX

Guidelines & Resources



COMMUNITY PROFILE

In 2015, Lee's Summit celebrated its 150th anniversary. The sesquicentennial marked the founding of the 11-block area that was the Town of Strother back in 1865. Decades and decades later, Lee's Summit finds itself a booming suburb, just miles southeast of Kansas City.

A town of 96,000-plus that stretches over 65-square-miles, Lee's Summit's proximity to Interstate 470, U.S. 50, Missouri 291 and Missouri 150 make it a regional destination for residents, businesses and tourists; hefty population growth in the last 30 years has been met with a thriving business environment where more than 4,300 businesses call Lee's Summit home. Plentiful educational opportunities exist from pre-k through high-school, the Missouri Innovation Campus and higher education offerings. A thriving nationally accredited parks and recreation system in addition to multiple lakes provides dozens of opportunities to stay healthy and enjoy the outdoors

The City of Lee's Summit, along with vital partners from the Lee's Summit Economic Development Council, Chamber of Commerce and Downtown Lee's Summit Main Street have worked in tandem to market a message that would differentiate Lee's Summit. Our community is our DNA.

Lee's Summit's community spirit approach to business represents a collaborative, pro-business atmosphere, which we (and our business partners) have found to be conducive in attracting and retaining business investment and job creation. We believe this is how it's supposed to be.

Demographics

Like many suburban communities across the United States, Lee's Summit began to experience its transformation from a rural, mostly agrarian community to a suburban community in the decades after the Second World War. As the city grew, its population nearly doubled every decade. In 1980, the population was approximately 28,000. By 1990 the population had reached 46,500. From 1990 to 2000, the city experienced a 53 percent increase in population, and another 29 percent increase from 2000 to 2010. Today, the population is approximately 96,000. The median age is 38. The median household income is \$79,311. And, 56% of the residents have an Associates degree or higher.

Transportation Corridors

The City is well-served by several interstate, federal and state highways. Interstate 470, which rings the southeastern portion of the metropolitan area connecting Interstate 70 to Interstate 435, dissects Lee's Summit. U.S. Highway 50, and Missouri Routes 291 and 150 also go through Lee's Summit providing access to Kansas City and the surrounding area. Significant road improvements throughout the community over the past 10 years have enhanced safety, alleviated traffic congestion, and opened areas for development. An active railroad still plays a role in the City's transportation, access and development and the recent acquisition of the Rock Island Railroad corridor by Jackson County, Missouri provides additional multi-modal opportunities for connectivity within the region.

Employment and Economy

The City has a broad spectrum of employers including companies that manufacture everything from plastic containers to tools to electronic components. In addition to manufacturing, there is a wide variety of services such as customer service centers for pharmaceuticals and telecommunications firms, data management and processing centers, and educational institutions. There are 16 businesses in Lee's Summit with 250 employees or more, with eight of these businesses employing over 500.

The health sector has become a major component of the Lee's Summit economy with two regional hospitals having been built within the last nine years. Saint Luke's East Hospital, built in 2005, is a state-

of-the-art, 201-bed facility situated on a 40-acre campus on the corner of Interstate 470 and Douglas. Lee’s Summit Medical Center, is a full-service acute care facility with 80 beds located at U.S. Highway 50 and Todd George Parkway. In addition to these hospitals, there are numerous physician offices and clinics that have made Lee’s Summit one of the regional hubs for advanced medical care in western Missouri.

The City has seen its retail base increase significantly over the past decade. Summit Woods Crossing, an 800,000 square foot power center, opened in 2001 at the southwestern corner of the Interstate 470 and U.S. Highway 50 interchange. Tenants include Lowe’s, Kohl’s, Best Buy, Target, and Bed Bath & Beyond, as well as specialty stores and restaurants. Summit Fair, a 486,000 square foot open-air life style center, opened in 2009. Anchored by a Macy’s, JC Penney, Dick’s Sporting Goods and H & M, the center also includes several nationally known junior tenants.

CITY OF LEE’S SUMMIT MAYOR AND CITY COUNCIL



Mayor Randy Rhoads

District 1



Rob Binney



Diane Forte

District 2



Trish Carlyle



Craig Faith

District 3



Diane Seif



Phyllis Q. Edson

District 4



Dave Mosby



Fred DeMoro

Community Partners

The City has numerous partnerships to enhance service delivery in an effort to accomplish community and stakeholder goals. In addition to education providers and civic groups, key economic development partners include: Lee's Summit Economic Development Council; Lee's Summit Chamber of Commerce; and Downtown Lee's Summit Main Street.

Lee's Summit Economic Development Council

The LSEDC is a public-private sector partnership devoted to improving the economic well-being of residents and businesses in Lee's Summit through its mission: *"To attract and retain business investment and jobs by partnering with allies to create and market a high-quality-of-life, pro-business community."*

The LSEDC provides a wide range of services which are designed to assist those wanting to invest in our community. Services include:

- Site Location Services
- Business Assistance Programs
- Research and Analysis
- Incentive Identification and Application
- Workforce Development



Lee's Summit Chamber of Commerce

The Chamber is dedicated to *"... create opportunities for business success through networking and advocacy, as well as business and professional development. We provide leadership by serving as a catalyst for the economic growth and prosperity of the Lee's Summit community."*

The Chamber's singular goal is to ensure that there is no better place to live or do business than right here in Lee's Summit. Services include:

- Tourism Promotion
- Entrepreneur Assistance
- Community and Business Marketing
- Business Development



Downtown Lee's Summit Main Street

Downtown Lee's Summit Main Street (DLSMS) is a partner focused on revitalization efforts in four areas: Design; Economic Restructuring; Organization; and Promotions. It is a comprehensive and balanced approach with an underlying goal of promoting and strengthening the downtown core and preserving its historic character.

The mission of Downtown Lee's Summit Main Street is to *"promote and strengthen its economically strong and diverse Downtown Core through a master plan of:*

- *community education and awareness*
- *cooperative utilization of business resources*
- *continuity in design and historical preservation and*
- *continued growth of the economic base"*



ECONOMIC DEVELOPMENT POLICY STATEMENT

The City Council of the City of Lee's Summit is the approving body for all projects that make use of economic development incentives. It is the City Council's responsibility to balance the needs for economic development and a positive financial condition for the provision of City services. The City Council reserves its power to judiciously review the merits of all development projects on a case by case basis. Under no circumstance will incentives be approved without consent from a majority of the City Council.

The purpose of this document is to inform the prospective investor of the types and uses of incentives that are available to fund development projects within the City. Additionally, the policies contained are guiding statements intended to outline processes, procedures, and reflect the general consensus of the Mayor and City Council.

OVERVIEW OF FINANCIAL TOOLS AND INCENTIVES

Purpose

Economic development incentives are a means to reduce or redirect taxes for businesses in exchange for specific desirable actions or investments that might not otherwise be financially feasible. To qualify for incentives, a project must demonstrate an ability to meet the City's targeted outcomes.

CATEGORIES

Special Taxing Districts

The City may establish or approve the establishment of special districts that can impose special assessments and/or taxes in order to pay for public improvements and/or to eliminate blight. These districts are typically geographic areas such as a neighborhood or corridor that are contiguously connected. The most common special taxing districts are Neighborhood Improvement Districts (NID), Community Improvement Districts (CID), and Transportation Development Districts (TDD).

Property Tax Abatement

Tax abatement is offered through a variety of programs geared to job creation, private investment, and redevelopment. Typically, property taxes continue to be paid on land and improvements based on their value prior to the new investment. All, or a portion, of the incremental increase in property taxes is abated for an established period of time. This incentive is sometimes referred to by the respective Missouri Statute as Chapter 99 (Land Clearance for Redevelopment Authority), Chapter 100 (Industrial Development Bonds), or Chapter 353 (Urban Redevelopment Corporation).

Tax Increment Financing (TIF)

All taxes owed and a portion of all of the incremental increase in taxes resulting from the redevelopment is captured and redirected to pay redevelopment project costs. Taxing jurisdictions continue to receive the taxes based on the pre-development value. A Tax Increment Financing (TIF) project may also capture new economic activity taxes after the TIF is approved. All new Business

Personal Property taxes created immediately flow to the respective taxing jurisdictions while the TIF is in existence.

Definitions and Guidelines

Community Improvement District (CID)

A CID is a separate political subdivision or not for profit organization that can be created for the purpose of issuing bonds, levying taxes and applying special assessments to finance public improvements, public services or blight removal.

Eligible Revenues and Financing Tools: (Authorized by Sections 67.1401 to 67.1561 RSMo.)

- Special Assessments: If approved by owners collectively owning more than 50% of the assessed value, and by more than 50% per capita of property owners in the districts.
- Property Tax: Additional property taxes may be approved by majority vote of qualified voters in the district boundary.
- Sales Tax: Additional sales tax may be imposed up to a maximum of 1% if approved by majority vote of qualified voters in the district.
- Fees and Rents
- Grants, Gifts, or Donations

Common Uses for CID:	
<u>Improvements</u>	<u>Services</u>
Parks Convention Centers Parking Lots Sidewalks Streets Bridges Storm Water Facilities Sanitary Sewer Facilities	Economic, Planning, Marketing or other Studies Waste Collection / Disposal Recreational and Cultural Activities Special Events Cleaning and Maintenance of Public/Private property Security Facility Operation Blight Removal

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- May be used in coordination with other development tools or as a standalone entity. When a CID/TDD/NID is used to create supplemental revenue to support a primary economic tool such as a TIF, the supplement should relate to public benefits. The City discourages the use of CID/TDD/NID when the sole purpose is to remedy private maintenance and repair costs.
- The amount of incentive granted will be determined based upon the merits of the project for a total of up to 1% per \$100 of assessed value or \$0.01 of sales tax revenue.
- If pursuing a blighted CID, public improvements related to the redevelopment project shall be considered a priority.

Transportation Development District (TDD)

Similar to a CID, a TDD operates as a separate political subdivision that may be created for the purpose of issuing bonds, levying taxes, and applying special assessments to finance transportation-related improvements.

Eligible Revenues and Financing Tools: (Authorized by Sections 238.200 to 238.275 RSMo.)

- **Special Assessments:** May be imposed for improvements that specifically benefit properties within the TDD. Majority voter approval is required. More than one special assessment may be imposed within the district.
- **Property Tax:** May be levied with the approval of at least 4/7ths of qualified voters and may not exceed the annual rate of \$0.10 per \$100 of assessed valuation.
- **Sales Tax:** May be imposed in increments of 1/8 of 1% up to a full 1% upon approval of a majority of qualified voters.

Common Uses for TDD:	
Bridges Highways Intersections Signalization Bus Stops Hangars Docks Railroads	Roads Interchanges Signing Parking Lots Terminals Rest Areas Airports Mass Transit

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- May be used in coordination with other development tools or as a ‘stand alone’ entity. When a CID/TDD/NID is used to create supplemental revenue to support a primary economic tool such as a TIF, the supplement should relate to public benefits. The City discourages the use of CID/TDD/NID when the sole purpose is to remedy private maintenance and repair costs.
- The amount of incentive granted will be determined based upon the merits of the project for a total of up to 1% per \$100 of assessed value or \$0.01 of sales tax revenue.

Neighborhood Improvement District (NID)

A Neighborhood Improvement District (NID) may be created in an area desiring certain public-use improvements that are paid for by special assessments to property owners in the area in which the improvements are made. The kind of projects that can be financed through an NID must be for facilities used by the public, and must confer a benefit on property within the NID.

Eligible Revenues and Financing Tools: (Authorized by Sections 67.453 to 67.745 RSMo.)

- Special Assessments: Financing source comes from the sale of bonds and can be privately funded. Project improvements may be financed with general obligation bonds issued by the City. Maximum bond term is 20 years.
- Bonds: The bonds are to be repaid by special assessments (sales taxes or property taxes) generated from the properties within the district.

Common Uses for NID:	
Property Acquisition	Streets
Gutters	Sidewalks
Water, Gas, and Utility Mains	Street Lights
Parks and Playgrounds	Storm Water Facilities
Sanitary Sewer	Off- Street Parking
Engineering and Legal Fees	Maintenance of the project

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- May be used in coordination with other development tools or as a standalone entity. When a CID/TDD/NID is used to create supplemental revenue to support a primary economic tool such as aTIF, the supplement should relate to public benefits. The City discourages the use of CID/TDD/NID when the sole purpose is to remedy private maintenance and repair costs.
- The amount of incentive granted will be determined based upon the merits of the project for a total of up to 1% per \$100 of assessed value.

Land Clearance for Redevelopment Authority (LCRA)

LCRA Law enables municipalities to curb urban blight and encourage redevelopment of real property. LCRA has the power to acquire and dispose of both real and personal property by purchase, lease, eminent domain, grant, bequest, devise or gift. LCRA has the power to issue taxable or tax-exempt bonds to fund any of its corporate purposes. LCRA, once created locally, is a separate political entity required to comply with all Missouri laws applicable to political subdivisions.

Eligible Revenues and Financing Tools: (Authorized by Sections 99.300-99.715 RSMo.)

- Property Tax Abatement: A maximum of 100% of the taxes on the increase in assessed value of both land and improvements for 10 years. During the abatement period, the property owner continues to pay taxes on the land and improvements that existed prior to redevelopment.
- Bonds: Can be issued to finance redevelopment and blight remediation.

Common Uses for LCRA:	
Land Acquisition Building Construction Blight Removal Activities	Land Disposal Building Rehabilitation

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered under the LCRA will be at an abatement level of 50% over a 10 year period for new development and redevelopment. To qualify for site specific incentives over the 50% base level of participation, the applicant must demonstrate extraordinary needs or qualifications.

Site-Specific Incentives

When a development or redevelopment project achieves or delivers the targeted outcomes defined in this document, a site-specific incentive may be granted in addition to traditional incentives at the base level amount. These site-specific incentives are intended to encourage redevelopment projects that have extraordinary needs or qualifications and return on public investment. At least one of the below criteria must be met for consideration.

Extraordinary Qualification Criteria:

- Creates jobs where average compensation meets or exceeds the average pay of workers in Jackson County, Missouri. (See exhibit C)
- Creates additional direct general fund revenue taxes that exceed the amount that is to be abated.
- Rehabilitates structures as listed on any historic register or within any historic district as defined by local, state, or federal governments.

Industrial Development Bonds (Chapter 100)

Chapter 100 bonds may be used to provide a tax abatement for real and personal property, and to finance.

Eligible Revenues and Financing Tools: (Authorized by Section 27 & 27(b), Missouri Constitution)

- Personal Property Abatement: The City purchases machinery or equipment which allows for City ownership and tax exemption.
- Real Property Tax Abatement: The property is owned by the City during the bond term and thus is exempt from taxes. A payment in lieu of tax (PILOT) agreement may be required to modify the level of abatement.
- Sales Tax Exemption: Purchases of materials used in the construction of the facility may be structured such that the City’s sales tax exemption is used.

Common Uses for Chapter 100 Bonds:	
Land Acquisition Building Construction	Purchase of Machinery or Equipment Building Rehabilitation

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered under the Chapter 100 program will be at an abatement level of 50% over a 10 year period for new development and redevelopment.
- For business equipment/personal property the incentive will be considered at an abatement level of 50% over a 5 year period.
- To qualify for site specific incentives over the 50% base level of participation for the initial 10 years and/or abatement beyond the initial 10 years, the applicant must demonstrate extraordinary qualifications.

Urban Redevelopment Corporations (Chapter 353)

Chapter 353 allows for tax abatement of incremental real property taxes provided as an incentive for the clearance, re-planning, reconstruction, or rehabilitation of blighted areas.

Eligible Revenues and Financing Tools: (Authorized by Section. 27 & 27(b), Missouri Constitution)

- Property Tax Abatement: 100% of the taxes on the increase in assessed value of the land and 100% of the taxes on the value of the improvements for 10 years and 50% of the taxes on the increase in assessed value of the land and improvements for the next 15 years. The level of abatement may be modified by an agreement to make payments in lieu of taxes (PILOTs).

Common Uses for Chapter 353 Bonds:	
Land Acquisition	Blight Removal Activities
Building Construction	Building Rehabilitation

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered under the Chapter 353 will be at an abatement of 50% over a 10 year period for new development, redevelopment, and business equipment expansions.
- To qualify for site specific incentives over the 50% base level of participation for the initial 10 years and/or abatement beyond the initial 10 years, the applicant must demonstrate extraordinary qualifications.

Site Specific Incentives

When a development or redevelopment project achieves or delivers the targeted outcomes defined in this document, a site specific incentive may be granted in addition to traditional incentives at the base level amount. These site specific incentives are intended to encourage development projects that have extraordinary qualifications and return on public investment. At least one of the following criteria must be met for consideration.

Extraordinary Qualification Criteria:

- Creates jobs where average compensation meets or exceeds the average pay of workers in Jackson County, Missouri. (See exhibit C)
- Creates additional direct general fund revenue taxes that exceed the amount that is to be abated.
- Rehabilitates structures as listed in any historic register or within any historic district as defined by local, state, or federal governments.

Development Agreements

The City of Lee’s Summit negotiates agreements to reimburse developers local taxes that are generated from the development (real property, personal property, and sales). Public purpose must be identified (e.g. public infrastructure requirements, economic development, elimination of blight, etc.). Traditionally these agreements are used to finance public improvements for which there is already a need but no public funds available.

Eligible Revenues and Financing Tools: (Authorized by City Charter of Lee’s Summit, Missouri)

- Sales Tax Reimbursement: The City may pledge a portion of the new sales taxes expected to be generated by the development to fund infrastructure improvements.
- Developer Participation: In this type of agreement the developer provides partial or total funding to expedite an unfunded public improvement that will benefit the development.

Common Uses for Development Agreements:	
Improvements	
Intersection Improvements Traffic Signals Regional Stormwater Detention Facilities	Street Widening Streetscape Improvements

As permitted by the City Charter listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Sales tax reimbursement will only be authorized to fund public improvement projects directly related to the development.
- Sales Tax Reimbursement shall be limited to funding from the General Fund and base level of participation at ½ cent over a 10 year period for public improvement projects.

Tax Increment Financing (TIF)

TIF is an economic development tool that provides a means for local governments to finance the redevelopment of designated areas determined to be blighted or conservation areas (near blight), or economic development areas. TIF allows future increases in real property and economic activity taxes to be captured and redirected to fund the redevelopment.

Eligible Revenues and Financing Tools: (Authorization Sections 99.800 to 99.865 RSMo.)

- **Payments in Lieu of Tax (PILOTS):** The tax increment produced as a result of increased assessed property values over the base level. State Statutes authorizes the redirection of 100% of the incremental increase in property taxes to the TIF special allocation fund. Taxing jurisdictions will continue to receive taxes based on the property values prior to the redevelopment.
- **Economic Activity Taxes (EATs):** State Statutes authorize the redirection of 50% of the incremental increase in taxes generated by economic activities within the project, such as new sales, utility, food, and beverage taxes.
- **Bonds:** The City may also issue obligations to pay for Redevelopment Project Costs and pledge the funds in the special allocation fund to retire the obligations. Maximum bond term is 23 years but may be longer when there are multiple project areas that are collectively more than 23 years (maximum of 33 years from plan adoption).

Common Uses for TIF:	
Professional Services	Plans and Specifications
Land Acquisition	Site preparation
Public Improvements	Private Improvements

As permitted by the State statutes listed above, the City has developed the following guidelines as criteria for granting the use of this financing tool.

Guidelines:

- Typically incentives considered utilizing TIF will be at an amount not to exceed 25% of the total private development costs.
- To qualify for site specific incentives over the 25% base level of participation, the applicant must demonstrate extraordinary qualifications.

Site Specific Incentives

When a development or redevelopment project achieves or delivers the targeted outcomes defined in this document, a site specific incentive may be granted in addition to traditional incentives at the base level amount. These site specific incentives are intended to encourage development projects that have extraordinary qualifications or needs and return on investment. The amount of incentive granted will be negotiated based upon the merits of the project.

Extraordinary Qualification Criteria:

- Creates jobs where average compensation is equal to or exceeds the average pay of workers in Jackson County, Missouri. (See Exhibit C)
- Creates additional direct general fund revenue taxes that exceed the amount that is to be abated.
- Rehabilitates structures as listed in any historic register or within any historic district as defined by local, state, or federal governments.

Guidelines:

- Sales tax reimbursements shall only be considered for public improvements

APPLICATION AND REVIEW PROCESS

Purpose

A predefined process and procedure will ensure that project review is consistent and efficient in an effort to have a uniform review process.

Overview of Application and Approval Process

If the applicant of a proposed project requests an incentive at the base level, or below, as referenced in the Availability of Incentives matrix, the developer or applicant may proceed with the statutory requirements outlined by each incentive. These statutory requirements may require a presentation to a Tax Increment Finance Commission, a petition process, funding agreement, or blight determination. For more information on these requirements please contact the City Manager's office.

If the applicant of a proposed project requests an incentive above the base level then the following guidelines will be used as the process for the review of the proposal.

Policy

1. Applicants shall notify, in writing, the City of Lee's Summit and may also notify the Lee's Summit Economic Development Council of their intent to pursue a development project that will make use of incentives above the base level. The pre-approval checklist, identified as Exhibit A to this document, shall accompany this letter at the time of submittal. In conjunction with the submission of the pre-approval checklist, an acceptable representation of the proposed project shall be submitted to accompany the incentive request.
2. There shall be pre-application conference(s) with City staff to review the proposal prior to a conceptual presentation to the City Council.
3. After review of the required submittals and pre-application conference(s), a conceptual presentation is made to the City Council to solicit feedback and direction on the proposal. The City Council may provide direction to the applicant and staff directly after the conceptual presentation or may choose to request additional information or presentations to be scheduled at a future regular session meeting of the City Council.
4. Should a request for incentive(s) be determined to require a funding agreement, the funding agreement may be placed on the same agenda as the conceptual presentation or future City Council regular session meeting as appropriate.

GUIDELINES FOR DEVELOPERS AND APPLICANTS

Purpose

To assist in the decision making process, the City of Lee's Summit has identified needed information that will help ensure each project is thoroughly reviewed in its entirety.

Policy

1. At any time, the City of Lee's Summit, may request an independent, third-party review, and financial analysis of the proposed development project. This review may include an analysis of cost and benefits, return on investment, general financials, feasibility, and require legal assistance from the City's Economic Development Counsel. This review /analysis and legal assistance from the City's Economic Development Counsel is to be provided at no cost to the City and is to be structured through a funding agreement similar to the one enclosed as Exhibit B.
2. At any time, the City Council of the City of Lee's Summit, may request review of available credit that may be used by the applicant for the purpose of development.

GENERAL POLICIES

Purpose

To meet the community's needs and protect resources entrusted to the City by its residents, the City Council may develop policies that regulate economic development for the purpose of maintaining or improving the general welfare of the City.

Policy

1. Before review by the City Council, all proposed projects that are to receive incentives must be consistent with the City's Comprehensive Plan and must comply with all applicable City zoning.
2. The City's 'annual appropriation', or General Fund, guarantee will not be pledged for economic development projects.
3. The City Council will not consider or grant incentives for projects that have received any type of building permit or infrastructure permit. This provision shall not pertain to various permits including:
 - a. Building permits necessary for repairs to existing buildings or their systems in efforts to maintain public safety
 - b. Infrastructure permits necessary for repairs to existing infrastructure in efforts to maintain public safety.
 - c. Demolition permits necessary to maintain public safety
 - d. Land disturbance permits
4. The disbursement of incentives will be subject to an annual evaluation to ensure that the performance of the development project is commensurate with the amount of incentives granted.
5. The City Council will receive comments, or a statement of impact, from the Lee's Summit School District, or any other taxing jurisdiction, if provided to City staff in writing during the review and processing of the proposal.
6. Incentive requests involving the redirection of taxes shall incorporate information to differentiate public vs private improvements/costs within the proposal or project budget.



Exhibit A
Financial Incentive Pre-Application Worksheet

DATE: _____ APPLICANT: _____

ADDRESS: _____

PHONE #: _____ EMAIL: _____

CONTACT PERSON: _____

DEVELOPMENT CENTER

PROJECT NAME: _____

PROJECT TYPE:

Check all that apply and fill in the SIC/NAICS code, if known.

- Industrial, Manufacturing, Technology SIC/NAICS code: _____
 - New building, no existing Missouri operations
 - New building, other Missouri operations already in existence
 - Expanding existing facility
 - Retaining existing facility

- Retail/Restaurant/Hotel SIC/NAICS code: _____
 - New freestanding building
 - New multi-use tenant building
 - Remodel, addition or expansion of existing building

- Office
 - New freestanding building
 - New multi-use tenant building
 - Remodel, addition or expansion of existing building

- Residential
 - New freestanding residential units
 - New residential units in a multi-use building
 - Remodel, addition or expansion of existing building

- Downtown
 - Remodel, addition or expansion of existing building
 - Exterior façade improvement
 - Construction of new building

- Other _____

PROPERTY FOR WHICH INCENTIVES ARE BEING SOUGHT

Attach map and legal description of property.

ADDRESS: _____

CURRENT PROPERTY OWNER: _____

WILL APPLICANT BE PURCHASING THE PROPERTY: _____ YES _____ NO

TOTAL ACRES: _____ Building Sq. Ft. _____

INVESTMENT

Total new investment: \$ _____

Acquisition of land/existing buildings: \$ _____
 Annual lease of land/existing buildings: \$ _____
 Preparation of plans, studies, surveys: \$ _____
 Site preparation costs: \$ _____
 Building improvements: \$ _____
 Site improvements: \$ _____
 Utilities/Infrastructure Costs: (streets, sewer, etc.): \$ _____

TIMELINE

Calendar year in which applicant plans to begin construction: _____

Approximate opening date: _____

WAGE & BENEFITS

	Job Category (executive, professional, clerical, general labor, etc.)	# new full-time employees	# new part-time employees	Average hourly wage/employee
Year 1				
Year 2				

% of health care premium paid for by the employer: _____

TYPE OF FINANCIAL INCENTIVE DESIRED

TAX REDIRECTION OR ABATEMENT

- Tax Increment Financing
- Chapter 100 Industrial Revenue Bonds
- Chapter 353 Tax Abatement
- Chapter 99 Land Clearance for Redevelopment Authority (LCRA)

Special Assessment, Property Tax, Sales Tax

- Neighborhood Improvement District
- Community Improvement District
- Transportation Development District

Local Incentive Tools

- Sales Tax Reimbursement Agreements
- Cost-Share Development Agreements

EXHIBIT B

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017 by **CITY OF LEE'S SUMMIT, MISSOURI** (the "City"), and _____, a _____ (the "Company").

RECITALS

A. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at the City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

B. The Tax Increment Financing Commission of Lee's Summit, Missouri (the "Commission") was created pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 et seq. (R.S.Mo.1982, as amended) (the "Act"), and under Ordinance No. 3724, adopted by the City Council of the City. The principal office of the Commission is located at City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

C. The Company is a _____ engaged in the business of _____ with offices at _____.

D. The Commission has been requested by the Company to consider a potential plan for economic development-based financing for the Company related to the development of _____ (the "Plan"), which Plan may include, without limitation, a tax increment financing plan within the City, in accordance with the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City and, if such Plan is approved by the City, the City and the Commission may be requested to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time, legal, fiscal, planning, transportation and engineering consultants, direct out-of-pocket expenses and other costs, resulting from services rendered in connection with the review, evaluation, processing and consideration applications for tax increment financing assistance authorized by the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City.

F. If the Company's Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocations Fund pursuant to 99.845 R.S.Mo.

AGREEMENT

1. Services to be Performed by the Commission and/or the City. The City (or, if directed by the City, the Commission) shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act on behalf of the City or the Commission;

b. Provide necessary staff, legal, financial, engineering and transportation assistance to prepare and present the Plan to the Commission and the City (including all staff reports, consultant reports and other third party reports, analysis and other information) and to permit consideration of the Plan by the Commission and the City, to prepare any resolutions or motions and, if the Commission recommends approval of the Plan, to prepare and present required ordinances to the City Council of the City.

c. Apply to the appropriate local or state agencies, authorities or entities as necessary or as required by the Plan, or as requested by the Company and approved by the City.

d. Provide any other assistance requested by the Company and agreed to by the City in connection with the Plan.

e. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan; and

f. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The City acknowledges receipt of an initial deposit of funds (the "Deposit") from the Company in the amount equal to (1) the Full Funding Level as required in Table 1 based on the incentive amount being requested, or (2) the Minimum Initial Deposit as specified in Table 1. If the amount of the Deposit is in the amount of the Minimum Initial, then Developer shall also deposit with City an irrevocable standby letter of credit (the "Letter of Credit") in an amount equal to the difference between the Full Funding Level and the Deposit. The Letter of Credit shall be in the form attached hereto as Exhibit ____, and shall be subject to draw by the City as provided herein. The City shall disburse the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance equal to the Minimum Initial Deposit amount. Further, prior to consideration or approval by the City Council of any ordinance, Company shall deposit with the City an amount equal to an amount determined by City staff to be sufficient to cover costs incurred during the City Council process from which additional disbursements may be made as required.

The Full Funding Level is only an estimate of expenses to be incurred through the TIF application process. The Company will be billed for actual out-of-pocket or City authorized third party consultant costs for services as set forth in Section 1. The City shall bill the Company monthly, or at such other interval or times as City shall determine to be appropriate, pursuant to Section 3 to re-establish the Deposit.

Table 1

Incentive Requested:	Less Than \$5,000,000	\$5,000,000 to \$25,000,000	\$25,000,000 to \$100,000,000	More Than \$100,000,000
Minimum Initial Deposit	\$25,000	\$50,000	\$50,000	\$50,000
Letter of Credit	n/a	n/a	\$100,000	\$225,000
Full Funding Level:	\$25,000	\$50,000	\$150,000	\$275,000

3. Additional Funding. The City shall submit from time to time an itemized statement for administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Subject to the remaining provisions of this Section 3, such statements may be submitted upon execution of consultant contracts relating to the Plan or as expenses are incurred by the City in connection with the City's and/or Commission's review and consideration of the Plan. The Company may be billed in advance for the full amount of third party consultant contracts expenses upon approval of the contract by the City Manager or the City Council. The Company shall pay the City the amounts set forth on such statements (the "Additional Funds") within ten (10) days of receipt thereof or before final consideration of the application; provided, however, that as to any amounts billed in advance for any contract or consultant fees, City shall have the right to elect not to execute any such contract or to engage or authorize such consultant or contractor to proceed until such advance billing amount is paid by the Company.

If any such amounts are not so paid when due, the unpaid balance shall accrue interest at the rate of two percent (2%) per month from the date billed until paid, but in no event shall such interest rate exceed twenty-four percent (24%) per annum. Further the Commission and City shall be relieved of any and all obligations hereunder (including without limitation any obligation to review or consider the Plan) until all such amounts (with interest) are paid, or the City may terminate this Agreement pursuant to Section 6.a.

In addition, if such funds (including any advance-billed costs) are not so received, all work by staff and third party consultants on the TIF application shall cease until full payment is made, including penalties, and the fund balance is restored to the Deposit amount as set forth in Section 2 or, prior to any consideration or approval by the City Council, an amount sufficient to cover anticipated costs incurred during final consideration process is deposited as provided herein. Company acknowledges and agrees that the City shall have the right to delay final consideration of the Plan, or consideration or approval by the City Council of any ordinances with respect to the Plan or the projects contemplated therein, until all outstanding expenses have been paid and the fund balance is sufficient to cover all remaining cost anticipated to be incurred by or on behalf of the City through the anticipated conclusion of such final consideration process, including but not limited to meeting expenses, court reporting, attorneys' fees and other third party consultant preparation and attendance.

If at any time any amounts (including advance billings) are unpaid beyond the time periods set forth herein, or if at any time the City shall determine that it desires to hold on deposit the Full Funding Amount, City shall have the right to draw on the Letter of Credit and to hold the amounts so drawn as part of the Deposit.

4. Disbursement of Funds.

a. The City shall disburse the Deposit and Additional Funds for reimbursement for costs to the City on or before the thirty (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund, but only to the extent ultimately set forth in the approved Plan and the redevelopment contract to be entered into in connection with any implementation of the Plan.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the

Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at \$250 per meeting and, upon appropriate itemization, staff time and expenses. In addition, the City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion upon ten (10) days written notice to the Company. Termination by the City shall also terminate any duties and obligations of the Commission and the City with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse all outstanding expenses incurred by the City and/or the Commission pursuant to this Agreement and any monies due and owing to the City and/or the Commission pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within ninety (90) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City and/or the Commission payable hereunder, the Company shall reimburse the City as set forth in Section 3.

7. Subsequent Redevelopers. In the event the Commission or City selects another redeveloper pursuant to a request for proposals or other bid process to carry out the Plan, the City shall require the subsequent redeveloper to assume all obligations of the Company under this Agreement as of the date it is designated as redeveloper and to reimburse the Company for its expenditures hereunder.

8. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City Manager
City of Lee's Summit, Missouri
220 SE Green St.
Lee's Summit, MO 64063

With a copy to:

City Attorney
City of Lee's Summit, Missouri

220 SE Green St.
Lee's Summit, MO 64063

To the Company:

With a copy to:

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Its: _____

Attest:

By: _____
Its: City Clerk

Approved as to form:

City Attorney

[COMPANY]

By: _____
Its: _____

Attest:

By: _____
Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this day of _____, 201__, before me, a Notary Public in and for said State, personally appeared _____ of the CITY OF LEE'S SUMMIT, MISSOURI, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City and such person duly acknowledged to me that she executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this day of _____, 201__, before me, a notary public, appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____, a _____, and that said instrument was signed on behalf of said _____ by authority of its _____ and said _____ acknowledged said instrument to be the free act and deed of said _____.

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

Notary Public

My Commission Expires:

Exhibit A

[Date]

Irrevocable Letter of
Credit Number _____

Beneficiary:

City of Lee's Summit, Missouri
220 SE Green St.
Lee's Summit, MO 64063
Attention: City Manager

Ladies and Gentlemen:

We hereby issue in your favor our irrevocable Standby Letter of Credit for the account of _____ (the "Company"), for an amount not exceeding in the aggregate U.S. Dollars _____ **U.S. _____** (the "Stated Amount"). This Letter of Credit is issued to you pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between you and the Company (the "Funding Agreement").

The Stated Amount is available to you, hereunder, against presentation to us of your appropriately completed drawing certificate(s) in the form of Exhibit 1 or Exhibit 2, attached hereto. Only one drawing may be made hereunder.

If a drawing is received by us prior to 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 3:00 P.M., Kansas City, Missouri time, on the same Business Day. If a drawing is received by us after 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 1:00 P.M., Kansas City, Missouri time, on the next succeeding Business Day. Drawing Certificate(s) may be presented hereunder by facsimile transmission (facsimile number _____). If transmitted via facsimile, the original of any such transmitted Drawing Certificate shall be immediately sent to us by overnight courier, however, the Beneficiary and the Corporation agree that we are authorized to act upon any facsimile transmission of a Drawing Certificate without the need to follow up for the receipt of the original Drawing Certificate.

If a demand for payment made hereunder by the Beneficiary does not conform to the terms and conditions of this Letter of Credit, we shall give the Beneficiary prompt notice that the demand for payment was not made in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor, and we will upon the Beneficiary's instructions hold any such non-conforming demand at the disposal of the Beneficiary or return same to the Beneficiary. Upon being notified of a non-conforming demand, the Beneficiary may attempt to correct such demand to the extent that they are entitled to do so.

As used in this Letter of Credit "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the state of Missouri are required or authorized by law to close.

This Letter of Credit expires at our office located at _____ with our close of business on _____, or any extended date as hereinafter provided for; provided, however,

that if on such date you are subject to a court order that prohibits or otherwise restricts your ability to draw on this Letter of Credit, then such expiry date shall be automatically extended without amendment to the date which is thirty (30) days after the date on which such order is dismissed (the "Expiry Date").

It is a condition of this Letter of Credit that the Expiry Date will be deemed automatically extended, without amendment, for successive periods of one year, unless at least sixty five (65) days prior to any Expiry Date we notify you in writing by hand delivery or by courier of our intention not to extend the Expiry Date. Upon receipt of such notice you may then make one drawing hereunder for up to the then available Stated Amount by the presentation to us of your appropriately completed Drawing Certificate in the form of Exhibit 2, attached hereto.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit sets forth in full the terms of our undertaking and any such documents, instruments or agreements shall not be deemed incorporated herein by such reference.

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, the "UCP". It is hereby agreed that Article 41 of the UCP will not apply to this Letter of Credit. This Letter of Credit shall be deemed to be a contract made under the laws of the state of New York and shall, as to matters not governed by the UCP, be governed by and construed in accordance with the laws of the state of New York.

We hereby agree with you that Drawing Certificates drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation to us.

Communications to us regarding this Letter of Credit must be in writing and must be addressed to us at _____, specifically referring therein to this Letter of Credit by number.

Very truly yours,

By: _____
Name: _____
Title: _____
Tel: _____
Fax: _____

Exhibit 1 to Letter of Credit Number _____

Drawing Certificate

To: _____

Re: Your Letter of Credit No. _____

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

(1) Demand is hereby made under the Credit for payment of US\$[amount to be inserted].

(2) The above amount is being demanded pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between us and the Company (as defined in the Credit), and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

[insert payment instructions]

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title _____

Exhibit 2 to Letter of Credit Number _____

Drawing Certificate

To: _____

Re: Your Letter of Credit No. _____

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

- (1). The Beneficiary has received a notice from the issuer of the Credit that the Expiry Date referred to in the Credit will not be extended beyond [Expiry Date in effect on the date of the Drawing Certificate to be inserted].
- (2). There are less than sixty-five (65) days prior to the Expiry Date of the Credit and the Beneficiary has not received a replacement Letter of Credit satisfactory to the Beneficiary. The Beneficiary is therefore demanding payment of US\$[amount to be inserted] from the issuer under the Credit.
- (3) The amount demanded will be used to satisfy obligations of the Company (as defined in the Credit) under the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between us and the Company, and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

[insert payment instructions]

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title _____

Exhibit C

Proposed Chapter 100, 353, TIF and LCRA Abatement Guidelines

		Number of Jobs					
		5	7	10	15	20	25
Wages	100% CAW	10 yr / 50%	10 yr / 50%	10 yr / 50%	10 yr / 50% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	105% CAW	10 yr / 55%	10 yr / 55%	10 yr / 55%	10 yr / 55% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	110% CAW	10 yr / 60%	10 yr / 60%	10 yr / 60%	10 yr / 60% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	120% CAW	10 yr / 65%	10 yr / 65%	10 yr / 65%	10 yr / 65% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	130% CAW	10 yr / 70%	10 yr / 70%	10 yr / 70%	10 yr / 70% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	140% CAW	10 yr / 75%	10 yr / 75%	10 yr / 75% + 2 yr / 50%	10 yr / 75% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	150% CAW	10 yr / 80%	10 yr / 80%	10 yr / 75% + 2 yr / 50%	10 yr / 80% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	160% CAW	10 yr / 85%	10 yr / 85%	10 yr / 75% + 2 yr / 50%	10 yr / 85% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	170% CAW	10 yr / 90%	10 yr / 90%	10 yr / 75% + 2 yr / 50%	10 yr / 90% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	180% CAW	10 yr / 95%	10 yr / 95%	10 yr / 75% + 2 yr / 50%	10 yr / 95% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	190% CAW	10 yr / 100%	10 yr / 100%	10 yr / 75% + 2 yr / 50%	10 yr / 100% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%

Base: 10 yr / 50% abatement for companies creating a minimum of 10 jobs

CAW = County Average Wage for All Industries Public & Private in Jackson County, Missouri as determined by the most recent published information from the Missouri Economic Research & Information Center (MERIC)

Job Creation: Number of net new Full Time Employees in 24 months after beginning new/expanded operations

START

Development or redevelopment project proposed with incentive request

Are incentives requested above policy threshold/matrix?

No

Follow traditional development application and incentive processes in formal fashion.

Yes

Submit conceptual development and incentive requests to City with necessary application(s) and documentation.

Pre-application meeting for development

Pre-application meeting for incentive

Project and related incentive(s) approved. Applicant obtains necessary permits, project may begin.

Required Ordinances, agreements, or other documents considered and approved by City Council

City Council considers proposal(s)

Applicant presents development/redevelopment plan and incentive request(s) to City Council for consideration.

ECONOMIC DEVELOPMENT INCENTIVE POLICY FLOW CHART

Applicant presents conceptual incentive/development request to City Council. Council provides feedback on level of comfort/support in continuing.

If necessary, applicant files application with TIF Commission, LCRA, or other entities/agencies. City's Development review process may concur simultaneously with financial incentive.

Applicant prepares final plans, incentive request(s), applications, conducts studies, fees, retains professional services, funding agreement(s) if necessary, etc.

Applicant determines whether to continue

Packet Information

File #: 2018-2008, Version: 1

License Tax Review Committee Annual Report for FY2017

Issue/Request:

License Tax Review Committee Annual Report for FY2017

Key Issues:

License Tax Review Committee provided 2 recommendations:

1. Increase License Tax fees in FY2019 by 5% on commercial and manufacturing /industrial development activities
2. Design and construct the SE Browning extension from Browning to Hamblen

Background:

City staff presented the FY2017 update to the License Tax Review Committee on November 13, 2017. The License Tax Review Committee moved its annual meeting to fall to allow time for programming recommended projects into the CIP and adjusting fees in the City's Schedule of Fees. This report presents the discussion and recommendations from the Committee.

Current Status

- The License Tax is a fee for new development or re-development activity that increases traffic
- The City must spend funds received on transportation projects
- The License Tax Fund current balance is \$3.523 million
- No projects are currently funded with License Tax Money
- Maximum rate approved by voters in 1997 was \$2,116 per residential unit
- Current Rates are: \$1,088 per residential unit; \$953 per trip for Manufacturing/Industrial; \$715 per trip for commercial

Projections

- Building permit activity is projected to peak in 2017-18
- Future years will see declining License Tax revenues due to declining development activity
- \$10.326 million of total revenues is projected over the next 15 years

Committee Guidance

- Projects funded by the License Tax should be limited to projects identified in the City's Thoroughfare Master Plan (TFMP)
- Projects should exclude site specific projects, such as adding a turn lane or signal, that benefit or meet the requirements of one developer or one landowner to complete a project
- Economic development focused projects are the preferred use of this fund
- The License Tax funds should continue to manage cash flow so that projects are funded on a pay as you go basis

Actions

- Committee voted unanimously to raise the non-residential license tax by 5%
- Committee voted unanimously to program into the FY19 CIP SE Browning Street to connect from SE Browning to Hamblen Road (SE quadrant of M291 North and US 50 interchange)

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

George Binger, Deputy Director of Public Works / City Engineer

Staff recommends guidance to enact recommendations made by the License Tax Review Committee.

- a. Increase Manufacturing/Industrial and Commercial license tax fees by 5% starting in FY2019.
- b. Add SE Browning extension to FY2019 Capital Improvement Plan for design and construction.



License Tax Report
for FY2017

May 3, 2108

Agenda

- o License Tax Background
- o Summary of Report to License Tax Review Committee
- o Committee Comments
- o Committee Recommendations
- o Request for Council Guidance

License Committee Members

Composition of 5-member License Tax Review Committee as Established by Ordinance

- o Chair: Public Works Committee Chairman – Craig Faith
- o Two Citizens of Lee's Summit appointed by Mayor – Cynda Rader and Karl Blumenhorst
- o One local developer appointed by Mayor: Glen Jones
- o One City Staff Member: Dena Mezger, Dir. of Public Works

License Tax Background

- o City Ordinance 4592
 - o Sections 28-123 through 28-175 in Code of Ordinances
 - o Adopted March 17, 1998
 - o Amended in 2000, 2010, 2015 & 2016
- o Tax paid by development activity
 - o Building permit, and/or certificate of occupancy
 - o Creates additional traffic / vehicle trips
- o Tax used for “streets and related improvements”

License Tax Administration

- o License Tax Administrator: Director of Finance, or designee
- o Implementation Team:
 - o City Traffic Engineer, Codes/Plans Examiner
- o Annual Review Required by Ordinance
 - o Finance: Report revenues
 - o Planning: Report building permit activities
 - o Public Works: Report status of road construction projects
 - o Recommendations regarding rates
- o License Tax Committee “shall review Staff’s Annual Report and forward comments to the Council”

Excise Tax Project Status

Projects Completed

Blackwell Pkwy (Langsford to Colbern)	Pryor Rd (Longview to Chipman)
Chipman Rd (US 50 to M-291)	Scruggs Rd (M-291 to Blackwell)
Independence Ave (Tudor to Colbern)	Todd George Pkwy (McKee to Tudor)
Langsford Rd (Todd Geo. to Blackwell)	Ward Rd (M-150 to Scherer)
Longview Pkwy (Longview to 3rd)	5 th Street (Grand to M-291)
Longview Rd (Sampson to Ward)	Woods Chapel Rd (1-470 to East City Limits)

Future Project Recommended by Committee

SE Browning extension to Hamblen Road

Current Tax Rates

Land Use Category	License Tax Rate
Residential	\$1,088 per unit
Manufacturing / Industrial	\$ 953 per trip
Commercial	\$ 715 per trip

Notes regarding Rates:

- o Current rate is approximately 50% of the maximum rate authorized by voters

Fund Balances

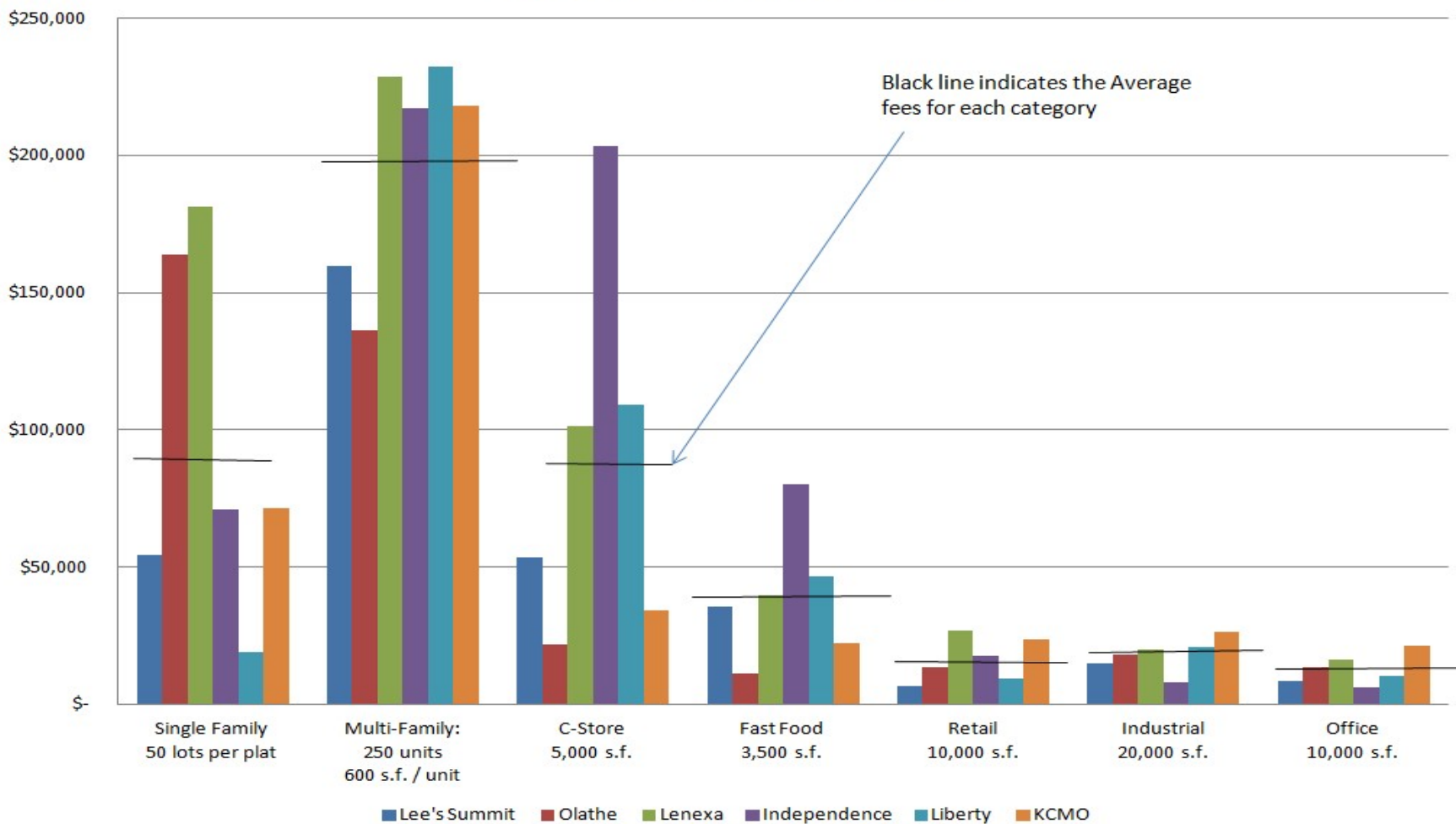
Year	Annual Revenue	Fund Balance
FY 2017	\$1,454,000	\$3.523 million
FY 2018	\$ 900,000	\$4.423 million
FY2019	\$ 861,000	\$5.283 million
FY2020	\$ 684,000	\$5.967 million
FY2021	\$ 593,000	\$6.561 million

Future Activity

- o Building permit activity is projected to peak in 2017-2018
- o Future years will see declining License Tax revenues due to declining development activity
- o \$10.326 million of total revenues is projected over the next 15 years

Current Rates Comparison

Comparison of Typical License Tax Revenues for a Project in the KC Metro Area
Categorized by Type of Land Use



License Tax Review Committee Recommendations

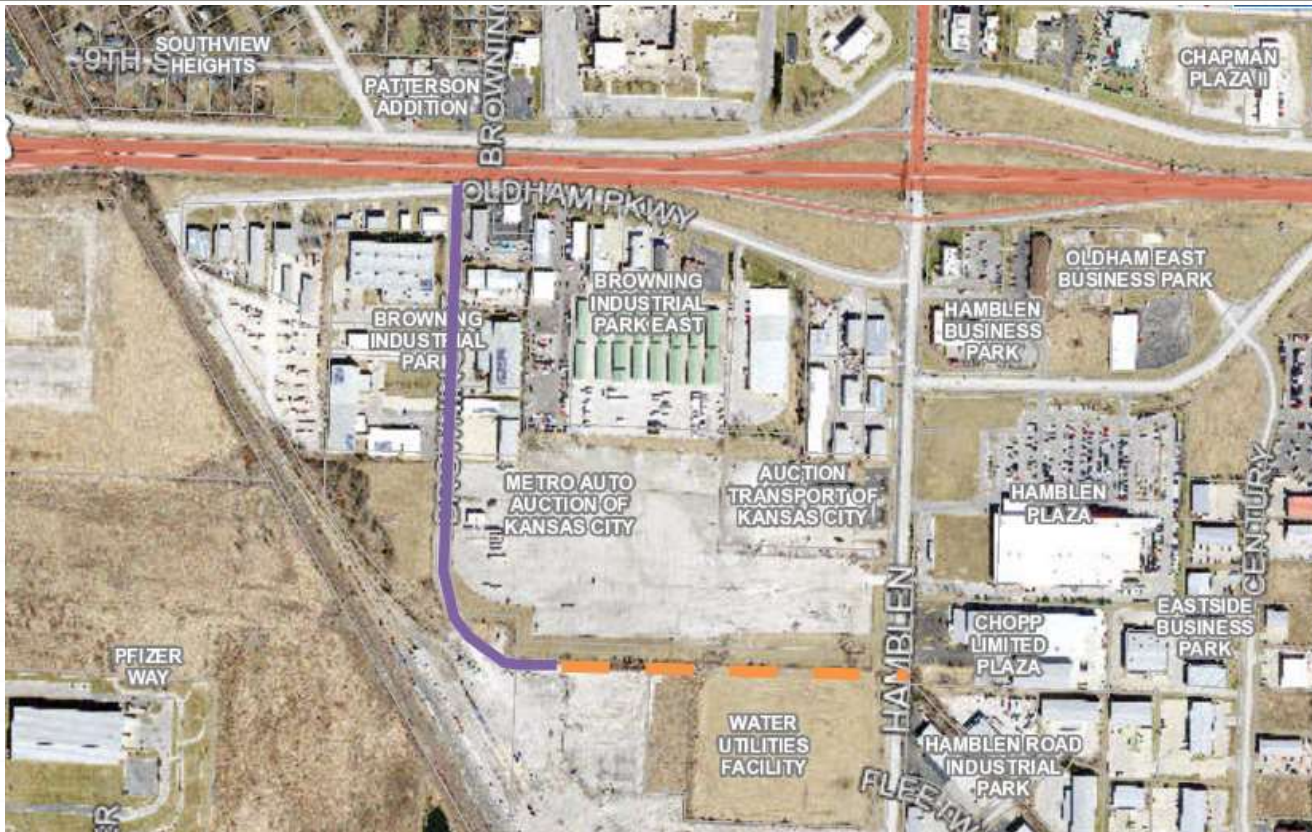
1. Projects eligible for license tax funding should be limited to projects indentified in the City's Thoroughfare Master Plan.
2. Manage fund on cash-flow basis; no debt-financing
3. Committee moved and voted to increase Commercial and Manufacturing/Industrial rates by 5%, with no change in residential rates
4. Committee moved and voted to add the construction of SE Browning extension to the FY19 CIP

Recommended Fee Increase

Comparison of Existing License Tax Rates to Recommended 5% Increase for Commercial and Manufacturing / Industrial Developments

Year	Residential Rate	Manufacturing / Industrial Rate	Commercial Rate
FY 2017 (current rates)	\$1,088.00	\$ 953.00	\$ 715.00
FY 2019 (proposed)	\$1,088.00	\$ 1,000.00	\$ 750.00

Recommended Project: SE Browning



Approx. 1,300 feet; Industrial Collector; \$1.43 million

Action Requested

Council to act on the Committee's recommendation, by directing staff to:

- o Present an ordinance to Amend Section 28-179 of the Code of Ordinances, to increase the license tax rates as recommended by the License Tax Committee, starting in FY2019
- o Add SE Browning extension to the FY2019 CIP as recommended by the License Tax Committee



LEE'S SUMMIT MISSOURI

License Tax Review Committee Annual Report for FY2017
May 3, 2018

EXECUTIVE SUMMARY

City staff presented the FY2017 update to the License Tax Review committee on November 13, 2017. The License Tax Review Committee moved its annual meeting to fall to allow time for programming recommended projects into the CIP and adjusting fees in the City's Schedule of Fees. This report presents the discussion and recommendations from the Committee.

Current Status

- The License Tax is a fee for new development or re-development activity that increases traffic
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Projections

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Committee Guidance

- Projects funded by the License Tax should be limited to projects identified in the City's Thoroughfare Master Plan (TFMP)
- Projects should exclude site specific projects such as adding a turn lane or signal required by one developer or landowner to complete a project
- Economic development focused projects are the preferred use of this fund
- The License Tax funds should continue to manage cash flow so that projects are funded on a pay as you go basis

Actions

- Committee voted unanimously to raise the non-residential license tax by 5%
- Committee voted unanimously to program into the FY19 CIP SE Browning Street to connect from SE Browning to Hamblen Road (SE quadrant of M291 North and US 50 interchange)

Background

The license tax, or sometimes called excise tax, was approved by voters in November 1997 and then adopted by Ordinance No. 4592 on March 17, 1998. The provisions of the license tax ordinance are found in Sections 28-175 through 28-183 of the City’s Code of Ordinances. The tax is administered by City staff with the oversight of the License Tax Committee. The ordinances established the Finance Director as the License Tax Administrator and designated the City Traffic Engineer and a Plans Examiner as part of the implementation team.

The license tax is intended to serve as a transportation impact fee to help fund the expansion of the City’s transportation system. The tax is paid by development activity when building permits are issued for residential construction, or the tax is paid when the certificate of occupancy is issued for commercial and industrial development. The license tax uses a formula based on the additional traffic created by development to calculate the fee for each project.

The tax has been used to fund road projects identified in the Thoroughfare Master Plan (TFMP). The original list of thirteen projects was developed based on the 1995 TFMP. The master plan has been updated on a regular basis to adjust for changing development patterns, traffic conditions, and updated projections. Twelve of the thirteen transportation projects were completed, and the remaining project was removed from the plan in 2015. A detailed list of the projects completed using the License Tax is presented in Appendix A.

The current rates are approximately half of the rate that was authorized by voters when the tax was adopted in 1997. The current rates include across the board rate increases of 3% in 2007 and 5% in 2015. Rates were increased in 2016 for Manufacturing/Industrial and Commercial developments by 5% with no change in residential fees. The current tax rates are shown in Table 1.

Table 1: Current License Tax Rates for 2016-17 (FY17)

Land Use Category	License Tax
Residential	\$1,088 per new trip
Manufacturing / Industrial	\$ 953 per new trip
Commercial	\$ 715 per new trip

Current Status and Projections for Future Revenues

The City issued 680 permits for residential dwelling units in 2017, which were 171 more permits compared to 2016. This is significantly higher than the 166 permits issued in 2011. The trend for residential building permits is shown below in Figure 1.

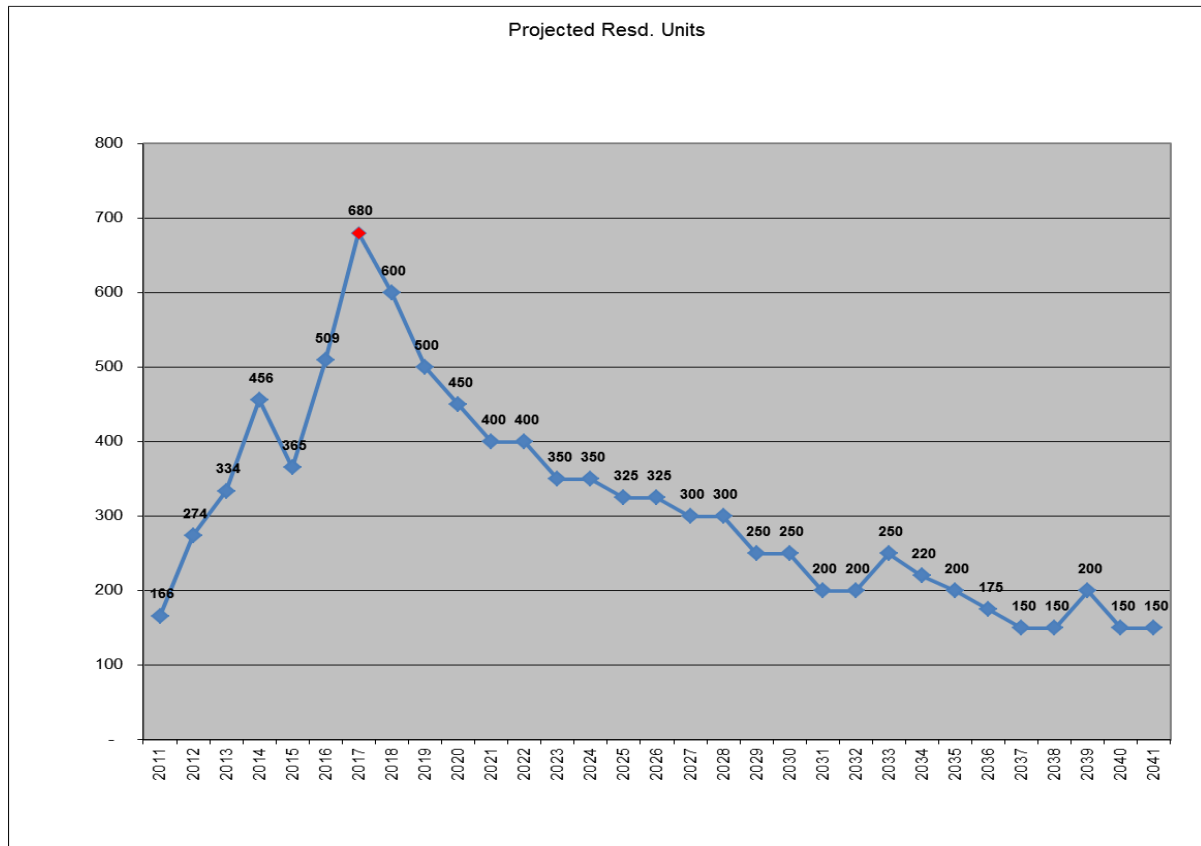


Figure 1: Projected Number of Residential Building Permits.

Building activity was forecasted to peak during FY2017, so the annual activity is expected to generally decline going forward. This year’s peak included several multi-family units. Activity is expected to issue 400 or more residential building permits each year for the next five years, and remain above 250 permits per year for the next ten years. Growth may flatten out beyond 2022 because growth is expected to consume most of the existing inventory of platted land, or easily developable land. Work beyond those years will become more difficult to develop due to the increased infrastructure costs associated with more challenging land areas. Appendix B presents detailed information regarding the commercial building permits and residential permit data, along with projected permit activity.

Commercial and industrial permitting is reported based on the square footage of buildings added to the City’s existing inventory. 312,000 square feet were permitted in 2017. The 2017 permits were about 50% less than the square footage permitted from 2016 because several large projects, such as the south Walmart store and Missouri Innovation Campus, were issued in the previous year. The square footage is shown in Figure 2, which shows a similar pattern of peaking during the 2016-18 timeframe, and then gradually declining as available land space is consumed for development.

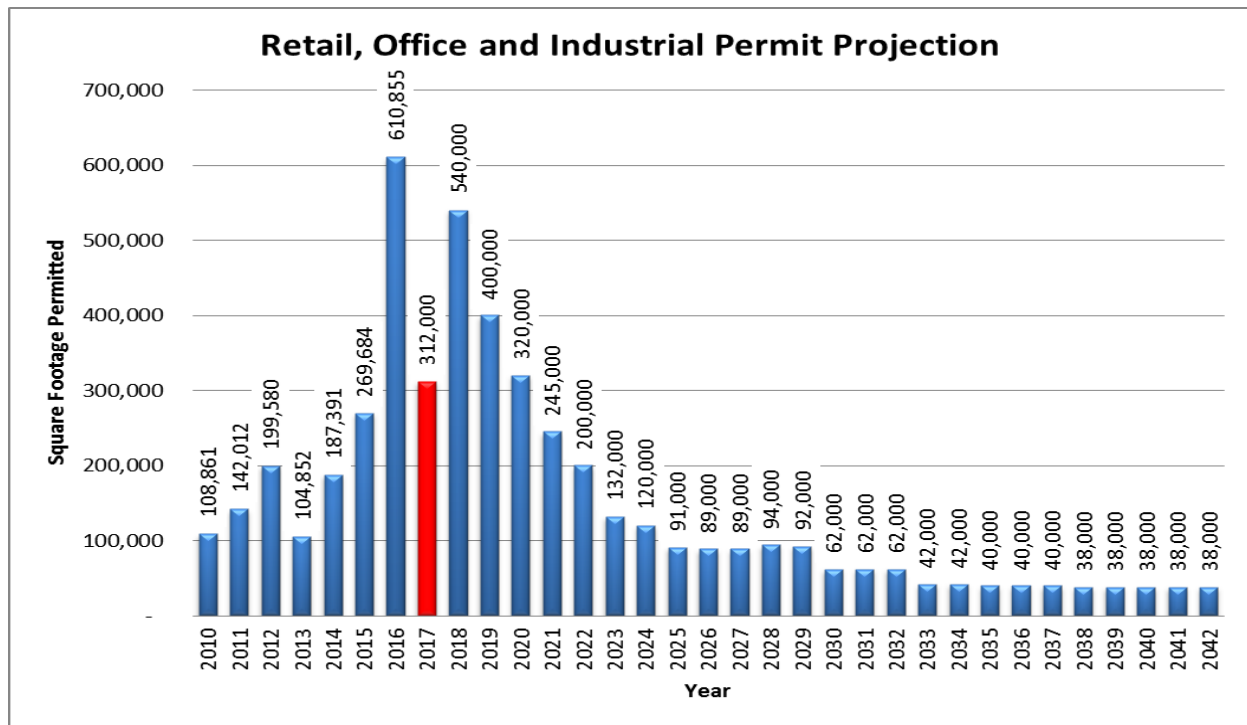


Figure 2: Projected Square Feet of Retail, Office and Industrial Building Permits

The total number of permits issued over the next 20 years, for all types of land use, is expected to match the total amounts forecast because permit estimates are based on land area. The land area is relatively constant, so the total permits will eventually match the land area. Forecasting annual permits and actual timing of the peaks and troughs in permit activity is more difficult. For example, a project development expected to start in 2018 may be delayed a few months, which would push the permit, and thus the revenues, into 2019. The City still receives the revenues, but the timing will change. City staff also used a conservative approach when forecasting permits. The unpredictable timing and changes in projects may change the building footprint or use of a site, and thus change the license tax fee. Only known projects were considered for the next 2 to 4 years, thus additional projects are likely to occur, but no such hypothetical projects were counted in the forecast.

The license tax generated \$1,454 million of revenue for FY2017 to yield a year-end balance of \$3.523 million. Detailed revenue tables can be found in Appendix C. Based on current tax rates, revenues are expected to create a fund balance exceeding \$7.07 million in 2022. That would be enough to fund one large, municipal road project, or it could fund multiple smaller projects identified in the thoroughfare master plan.

Analysis

The current \$3.5 million fund balance is sufficient to design and construct several road projects identified in the current thoroughfare master plan. Based on recent development activity, infrastructure needs, and Committee guidance, City staff recommended several road projects that could be programmed into the FY2019 Capital Improvement Plan (CIP). A summary of the projects is shown below in Table 2.

Table 2: Future Projects for Consideration to Fund Using License Tax Revenues

Project	TFMP*	Multiple Developments	When Cash Flow? **
Browning Street: Oldham Parkway to Hamblen Road (SW Corner of M291 North and US 50)	Yes	9 Commercial Subdivisions	2018
Main Street: Chipman Road to Commerce Drive	Yes	8 Commercial Subdivisions	2018-19
Pryor Road South of M-150 to County Line Road	Yes	Several Residential / mix Subdivisions; Osage Trails Park; County Line Rd.	2021-22
County Line Road from Pryor to Ward	Yes	Several Residential Subdivisions	2029-30
*TFMP = 2016 Thoroughfare Master Plan **Cash Flow assumes projects completed in sequence from top to bottom; Projected FY18 fund balance of \$4.4 M could fund either of the projects listed in 2018/19			

Short descriptions of the projects proposed for the 2018-19 timeframe are as follows:

SE Browning Street: Build an industrial collector to connect SE Browning to SE Hamblen Road near the new Water Utilities building. The purpose is to provide access to land in the SW quadrant of the US50/M291 north interchange to promote redevelopment in that area and set the stage to re-construct the interchange. MoDOT has communicated its desire to limit access to the south outer road, Oldham Parkway, to relieve congestion at the interchange. Several parties have approached the City about redeveloping around the interchange. The SE Browning connection will be needed to provide full access to promote re-development in that area.

NE Main Street: Reconstruction of NW Main Street between Chipman Road and Commerce Drive. The purpose is to provide a complete, urban, commercial collector between Chipman and Commerce that provides access to undeveloped land in the vicinity of the Police Station and the Missouri Innovation Campus. NW Main is mostly an unimproved road with open ditch, no sidewalks, and narrow lanes for most of the road. The west side is partially developed and the east side is owned by the City and used

by Water Utilities. The City will be constructing Commerce Drive as a commercial collector to connect NW Main to Tudor Road at NW Sloan.

As shown in Table 2, both of these projects fit the Committee’s guidance that: (a) projects be improvements identified in the TFMP, (b) project serve several developments, businesses, and/or commercial areas, and (c) that projects can be funded from available cash balances.

License Tax Fees: Based on the Committee’s guidance from the 2016 and April 2017 Committee meetings, City staff evaluated options for increasing the license tax fees in small increments. The three scenarios evaluated were (a) a 5% increase in commercial license tax fees, (b) a 10% increase in commercial license tax fees, and (c) a 5% increase across the board for all fees. Table 3 below is an illustration of the changes in revenue from the rates, total fund balance, and 10% increase in commercial activity fees.

Table 3: Comparison of Current License Tax Revenue Projections

Year	Current Fund Balance Forecast	Fund Balance with 10% Comm. Increase	Net Increase of Funds
2017	\$3,522,891		
2018	\$4,422,594		
2019	\$5,283,263	\$5,318,115	\$34,852
2023	\$7,562,868	\$7,673,990	\$111,122
2031	\$10,326,360	\$10,494,264	\$167,904

The illustration shows that increasing the commercial/industrial rates generates fees yields a net increase of \$168,000 of total revenues over the next 15 years. That change is a net increase of 1.6% in total revenues.

Several other cities in the region collect license tax fees related to development causing traffic growth. Lee’s Summit fees are well below the regional average in most areas. Figure 4 shows a comparison of fees generated by typical projects. This figure also illustrates how the rates in the ordinance translate into revenues generated by development work. The higher rates per unit typically causes residential developments to pay a higher total license tax fee when compared to a single office, retail or industrial development. However, a single convenience store or single fast food restaurant will pay license tax fees similar to the fees paid by a 50-unit, single-family development due the high volume of traffic generated by commercial development.

Committee Comments, Questions and Discussion

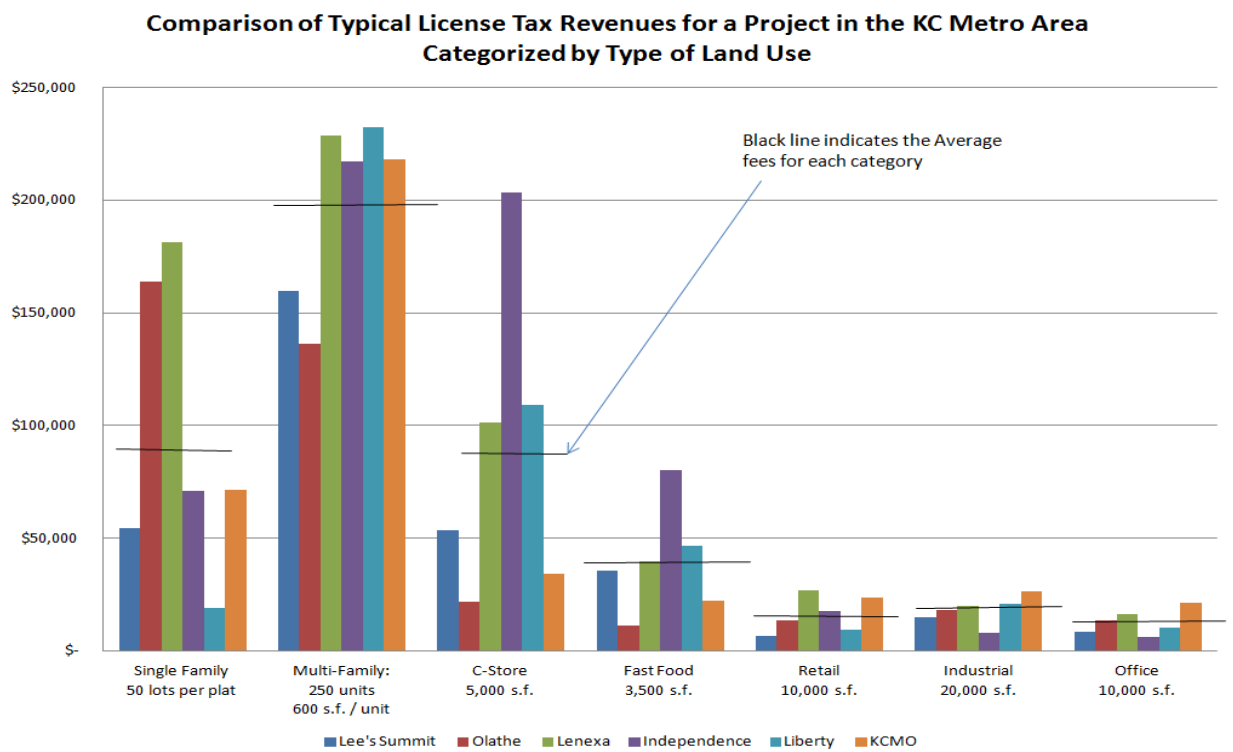
The committee asked several questions regarding land use and ways to capture revenue. Generally most of the information regarding demographics, land use, and development activities can be found in the

City’s Annual Report of Development Activities available online at http://cityofls.net/Development/Demographics-and-Statistics#annual_development_reports .

The Committee noted that there is only one chance to capture excise tax revenue generated by development. Once the land is developed, the license tax revenue can only be collected if the site re-develops in a way that changes the use of the site. The committee discussed ways to maintain the current momentum in economic development activities, capture revenues, and use funds. The Committee and Staff discussed considerations to balance the desire to build a fund balance to pay-as-you-go (cash flow) projects while ensuring the City was compliant with the State’s Hancock amendment.

The Committee also asked how do the rates in Lee’s Summit compare to other communities in the Kansas City metro area? Generally, as shown in Figure 4, Lee’s Summit rates are well below the highest rates in the region in all categories. Lee’s Summit Rates are also below the average of 5 comparators in the Metro Area. These comparisons are illustrated in Figure 4.

Figure 4: Lee’s Summit Fees for Typical Projects Compared to Other Cities in the Region



Committee Recommendations

Based on the success of the License Tax program, the effects of inflation, the continuing demand for good roads in Lee’s Summit, the Committee re-affirmed the values that all stakeholders should pay a fair share to provide excellent road systems in Lee’s Summit. To stay on course with the original intent of the License Tax program, the License Tax Committee made the following recommendations:

- A. Projects eligible for license tax funding should be limited to projects identified in the City's Thoroughfare Master Plan (TFMP)
- B. License tax funding should be managed on a cash-flow basis, and not used for debt financing
- C. License tax fees should be increased by five percent for Commercial and Manufacturing/Industrial categories as shown in Table 4.

Table 4: Recommended Rate Increase for FY2016

Year	Residential Rate	Manufacturing / Industrial Rate	Commercial Rate
FY 2017 (current rates)	\$1,088.00	\$ 953.00	\$ 715.00
FY 2019	\$1,088.00	\$ 1,000.00	\$ 750.00

Restating the Committee's guidance from previous years, regarding project selection, projects funded by the License Tax should be limited to projects identified in the City's Thoroughfare Master Plan (TFMP). It should be noted that TFMP includes economic development as a component of the many needs and demands used to identify needed transportation projects.

Projects should exclude site specific projects such as adding a turn lane or signal required by one developer or landowner to complete a project. Although economic development focused projects should be a priority, the City should not lose sight of the other types of transportation projects in the TFMP.

The License Tax funds should continue to manage cash flow so that projects are funded on a pay as you go basis. The fund itself does not generate enough annual revenue to complete a project every year. The Committee does not want to issue bonds backed by the license tax, so several years of funds should be accumulated to pay cash for eligible projects identified in the TFMP.

Moving forward, more revenues should be generated for this program to support more projects needed to build a high-quality transportation network in accordance with the City's overall vision for high quality of life over the long haul.

Committee and City Staff Actions

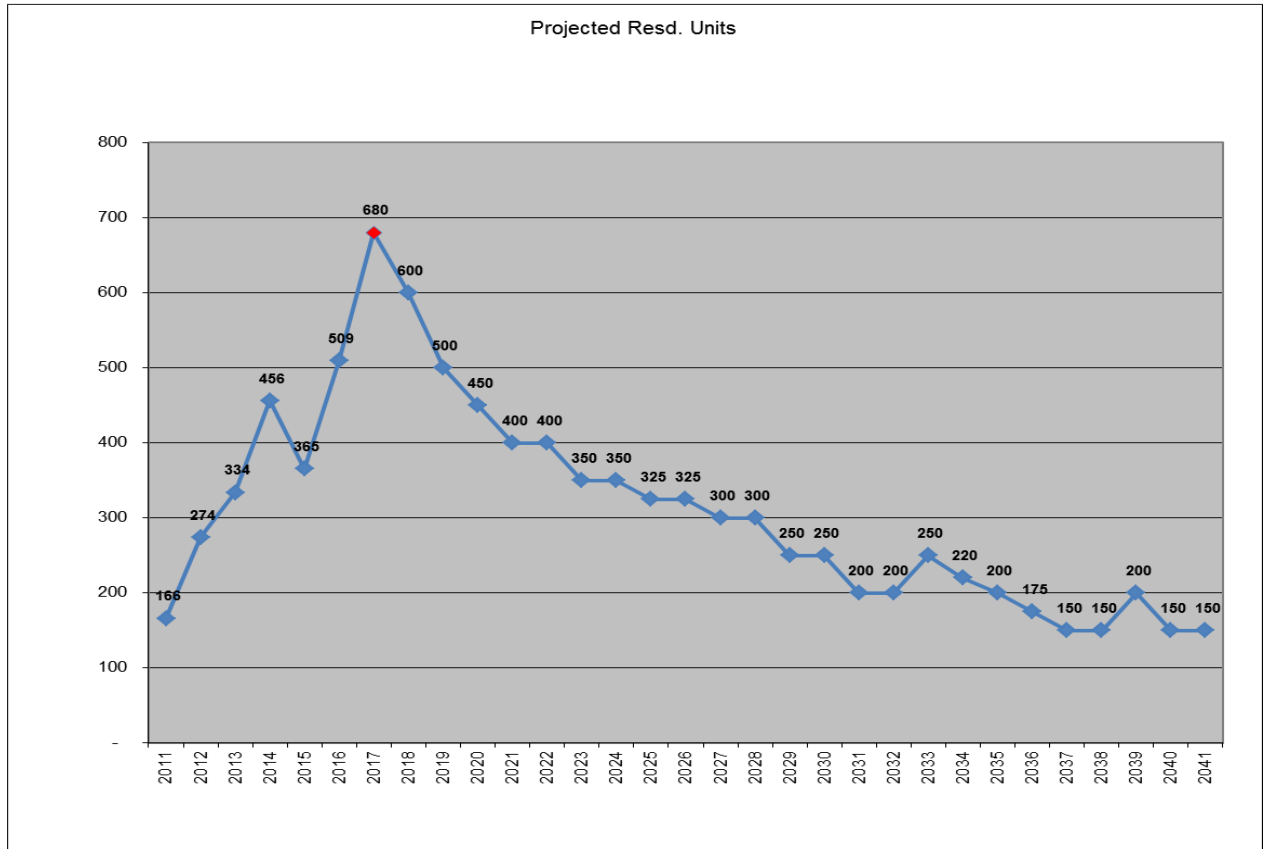
For reference, the November 13, 2017 action letter from the Committee is enclosed as Appendix D. The License Tax Review Committee voted unanimously to start the design work immediately on SE Browning project and to raise the non-residential rate by 5%, leaving the residential rate where it is at. Based on that action, City staff has (a) programmed SE Browning into the FY2019 Capital Improvement Plan for review and adoption by Council; and (b) drafted a revised license tax ordinance for Council consideration that incorporates the recommended fee increases to become effective as of July 1, 2018.

APPENDIX A to FY2017 LICENSE TAX REPORT: Transportation Project Completed as Part of the License Tax Program Adopted in 1998

Transportation Projects Completed with Use of License Tax Funds	
Blackwell Pkwy (Langsford to Colbern)	Pryor Rd (Longview to Chipman)
Chipman Rd (US 50 to M-291)	Scruggs Rd (M-291 to Blackwell)
Independence Ave (Tudor to Colbern)	Todd George Pkwy (McKee to Tudor)
Langsford Rd (Todd Geo. to Blackwell)	Ward Rd (M-150 to Scherer)
Longview Pkwy (Longview to 3rd)	5 th Street (Grand to M-291)
Longview Rd (Sampson to Ward)	Woods Chapel Rd (1-470 to East City Limits)

Projects Added	
SE Browning Street, from Browning to Hamblen (added in 2017)	Part of 2017 TFMP

APPENDIX B to FY2017 LICENSE TAX REPORT: Building Permit Activity and Projections Through 2042



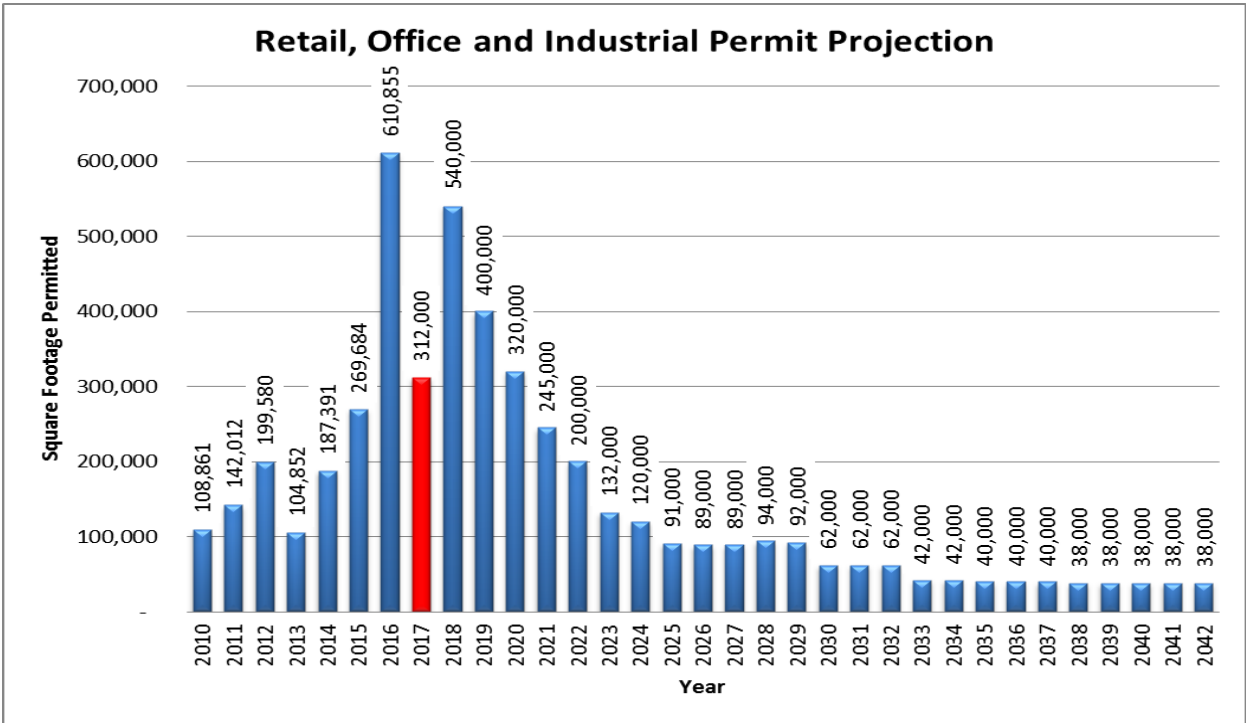
APPENDIX B to FY2017 LICENSE TAX REPORT: Building Permit Activity and Projections Through 2042

Residential Growth Projection 09/2017 (Adjusted)

Year	Projected Resd. Units	Fiscal Year	Added Populaton*	Projected Total Population
2011	166	2012		91,767
2012	274	2013	525	92,292
2013	334	2014	800	93,092
2014	456	2015	796	93,888
2015	365	2016	1,542	95,430
2016	509	2017	1,292	96,722
2017	680	2018	1,726	98,448
2018	600	2019	1,523	99,970
2019	500	2020	1,269	101,239
2020	450	2021	1,073	102,313
2021	400	2022	954	103,267
2022	400	2023	954	104,221
2023	350	2024	835	105,055
2024	350	2025	835	105,890
2025	325	2026	775	106,665
2026	325	2027	775	107,440
2027	300	2028	716	108,156
2028	300	2029	716	108,871
2029	250	2030	596	109,468
2030	250	2031	596	110,064
2031	200	2032	477	110,541
2032	200	2033	477	111,018
2033	250	2034	596	111,614
2034	220	2035	525	112,139
2035	200	2036	477	112,616
2036	175	2037	417	113,033
2037	150	2038	358	113,391
2038	150	2039	358	113,749
2039	200	2040	477	114,226
2040	150	2041	358	114,584
2041	150	2042	358	114,941
2042	150	2042	358	115,299
Totals	9,479		23,532	

Added population is calculated based on conservative methods.
 Additional population each year is calculated based on the projected number of building permits to be issued during the previous 12 months, factoring in a range of 5.4 to 10% vacancy and an average household size of between 2.75 and 2.65 persons per household.

APPENDIX B to FY2017 LICENSE TAX REPORT: Building Permit Activity and Projections Through 2042



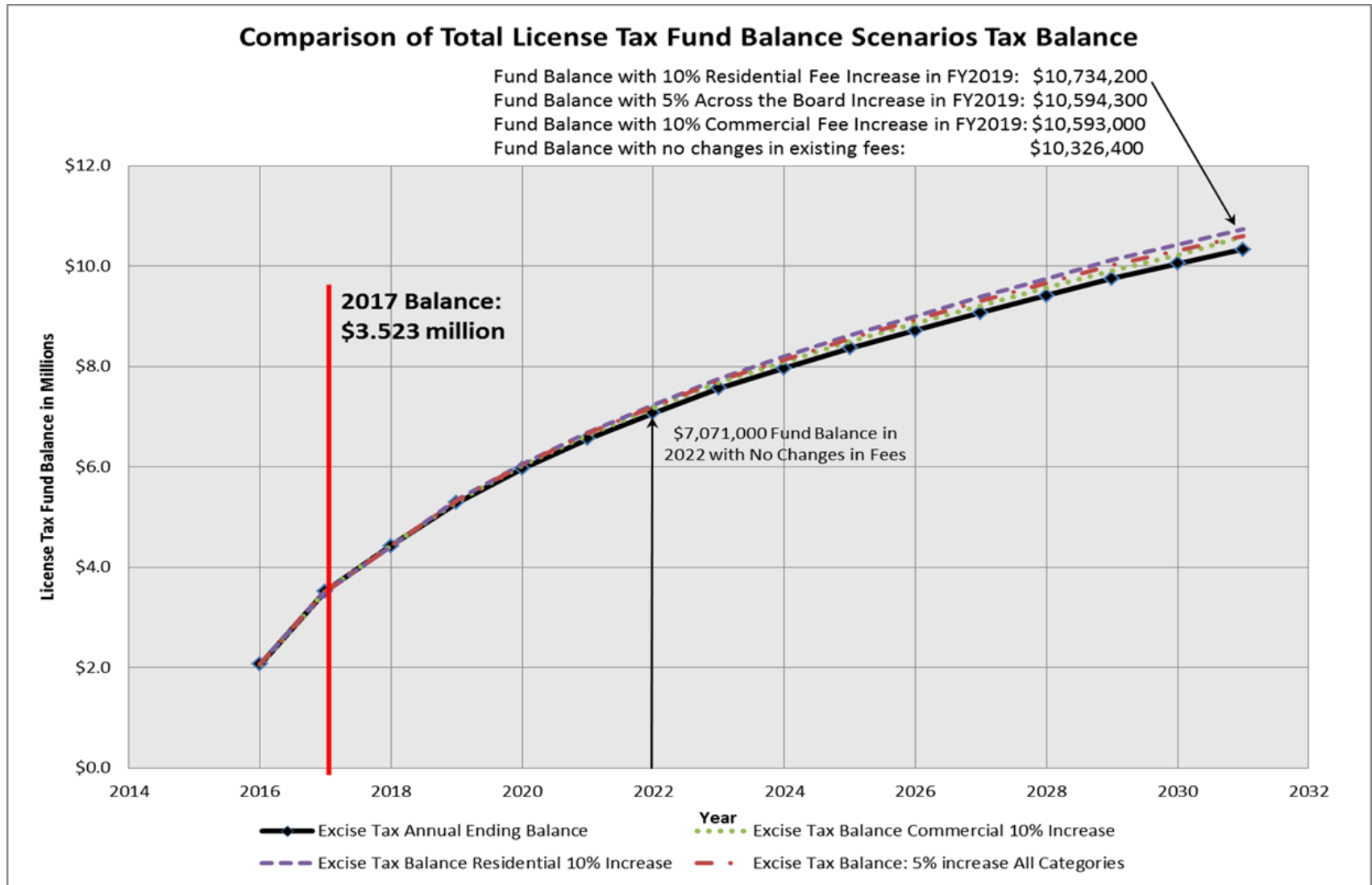
Retail, Office and Industrial Development Projections (all numbers in Square Feet)

Office	Retail	Industrial	Total
207,821	348,603	363,132	919,556
225,384	246,137	169,317	640,838
215,668	1,237,538	320,405	1,773,611
158,830	236,205	163,247	558,282
63,092	110,730	175,468	349,290
218,643	251,582	115,849	586,074
170,353	70,575	337,014	577,942
247,313	120,547	111,154	479,014
101,679	110,818	241,600	454,097
92,397	296,234	205,852	594,483
27,626	274,509	90,192	392,327
13,430	190,503	4,800	227,986
19,643	23,494	65,724	108,861
100,581	34,029	7,402	142,012
73,637	106,279	19,664	199,580
21,741	62,871	20,240	104,852
8,110	129,695	49,586	187,391
74,462	112,138	83,084	269,684
91,755	414,942	104,158	610,855
92,000	120,000	100,000	312,000
70,000	350,000	120,000	540,000
50,000	250,000	100,000	400,000
40,000	200,000	80,000	320,000
35,000	160,000	50,000	245,000
20,000	160,000	20,000	200,000

APPENDIX B to FY2017 LICENSE TAX REPORT: Building Permit Activity and Projections Through 2042

12,000	100,000	20,000	132,000
10,000	100,000	10,000	120,000
8,000	75,000	8,000	91,000
9,000	75,000	5,000	89,000
9,000	75,000	5,000	89,000
9,000	75,000	10,000	94,000
9,000	75,000	8,000	92,000
7,000	50,000	5,000	62,000
7,000	50,000	5,000	62,000
7,000	50,000	5,000	62,000
7,000	30,000	5,000	42,000
7,000	30,000	5,000	42,000
5,000	30,000	5,000	40,000
5,000	30,000	5,000	40,000
5,000	30,000	5,000	40,000
3,000	30,000	5,000	38,000
3,000	30,000	5,000	38,000
3,000	30,000	5,000	38,000
3,000	30,000	5,000	38,000
3,000	30,000	5,000	38,000

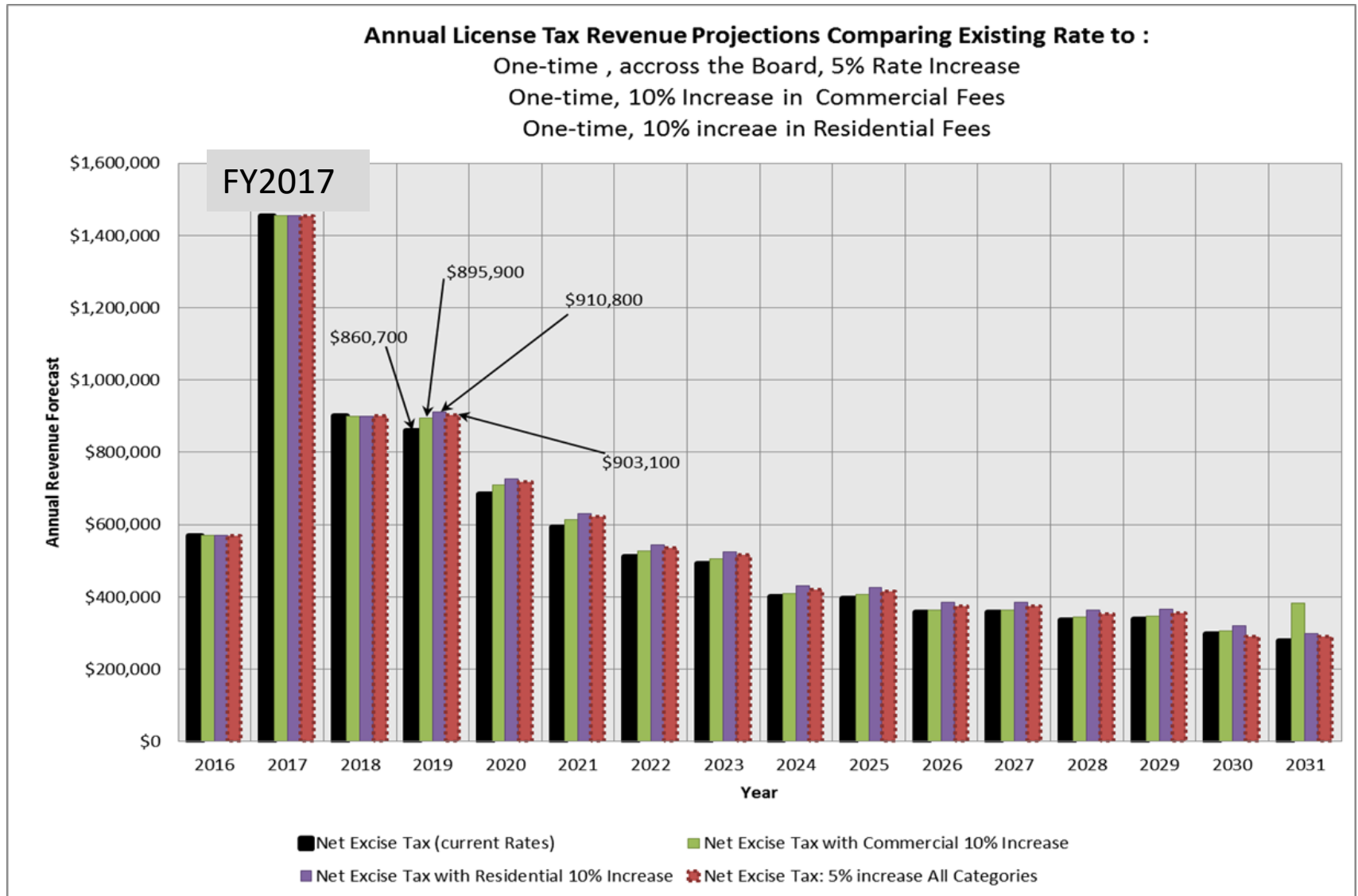
APPENDIX C to FY2017 LICENSE TAX REPORT: Summary of Other Road Projects Funded by CIP Sales Tax Fund



APPENDIX C to FY2017 LICENSE TAX REPORT: Summary of Other Road Projects Funded by CIP Sales Tax Fund

Comparison of Total Fund Balance Revenue Models								
Year	Excise Tax Annual Ending Balance	Excise Tax Balance Commercial 10% Increase	Net Change from existing rate with Commercial 10% increase	Excise Tax Balance Residential 10% Increase	Net Change from existing rate with Residential 10% increase	Excise Tax Balance: 5% increase All Categories	Net Change from existing rate with 5% increase	Year
2013	\$ (240,558)	\$ (240,558)		\$ (240,558)		\$ (240,558)		2013
2014	\$ 485,588	\$ 485,588		\$ 485,588		\$ 485,588		2014
2015	\$ 1,499,256	\$ 1,499,256		\$ 1,499,256		\$ 1,499,256		2015
2016	\$ 2,068,993	\$ 2,068,993	\$ -	\$ 2,068,993	\$ -	\$ 2,068,993	\$ -	2016
2017	\$ 3,522,891	\$ 3,522,891	\$ -	\$ 3,522,891	\$ -	\$ 3,522,891	\$ -	2017
2018	\$ 4,422,594	\$ 4,422,594	\$ -	\$ 4,422,594	\$ -	\$ 4,422,594	\$ -	2018
2019	\$ 5,283,263	\$ 5,318,115	\$ 34,852	\$ 5,333,372	\$ 50,109	\$ 5,325,743	\$ 42,480	2019
2020	\$ 5,967,440	\$ 6,027,718	\$ 60,278	\$ 6,059,431	\$ 91,991	\$ 6,043,575	\$ 76,135	2020
2021	\$ 6,560,892	\$ 6,641,591	\$ 80,699	\$ 6,690,695	\$ 129,803	\$ 6,666,144	\$ 105,252	2021
2022	\$ 7,071,334	\$ 7,168,233	\$ 96,899	\$ 7,234,868	\$ 163,534	\$ 7,201,551	\$ 130,217	2022
2023	\$ 7,562,868	\$ 7,673,990	\$ 111,122	\$ 7,760,217	\$ 197,349	\$ 7,717,104	\$ 154,236	2023
2024	\$ 7,963,424	\$ 8,083,759	\$ 120,335	\$ 8,190,498	\$ 227,074	\$ 8,137,129	\$ 173,705	2024
2025	\$ 8,360,422	\$ 8,489,537	\$ 129,115	\$ 8,617,294	\$ 256,872	\$ 8,553,416	\$ 192,994	2025
2026	\$ 8,716,854	\$ 8,852,702	\$ 135,848	\$ 9,001,511	\$ 284,657	\$ 8,927,108	\$ 210,254	2026
2027	\$ 9,073,966	\$ 9,216,543	\$ 142,577	\$ 9,386,476	\$ 312,510	\$ 9,301,511	\$ 227,545	2027
2028	\$ 9,411,092	\$ 9,560,414	\$ 149,322	\$ 9,749,437	\$ 338,345	\$ 9,654,928	\$ 243,836	2028
2029	\$ 9,750,618	\$ 9,906,858	\$ 156,240	\$ 10,114,863	\$ 364,245	\$ 10,010,863	\$ 260,245	2029
2030	\$ 10,048,612	\$ 10,211,725	\$ 163,113	\$ 10,434,646	\$ 386,034	\$ 10,301,928	\$ 253,316	2030
2031	\$ 10,326,360	\$ 10,594,264	\$ 267,904	\$ 10,734,238	\$ 407,878	\$ 10,592,993	\$ 266,633	2031

APPENDIX C to FY2017 LICENSE TAX REPORT: Summary of Other Road Projects Funded by CIP Sales Tax Fund



APPENDIX C to FY2017 LICENSE TAX REPORT: Summary of Other Road Projects Funded by CIP Sales Tax Fund

Comparison of Annual Excise Tax Revenues Models								
Fiscal Year	Net Excise Tax (current Rates)	Net Excise Tax with Commercial 10% Increase	Annual Difference from existing rate with Commercial 10% increase	Net Excise Tax with Residential 10% Increase	Annual Difference from existing rate with Residential 10% increase	Net Excise Tax: 5% increase All Categories	Difference from existing rate with All Category 5% increase	Year
2013	\$ 789,753	\$ 789,753		\$ 789,753		\$ 789,753		2013
2014	\$ 726,446	\$ 726,446		\$ 726,446		\$ 726,446		2014
2015	\$ 1,013,368	\$ 1,013,368		\$ 1,013,368		\$ 1,013,368		2015
2016	\$ 569,737	\$ 569,737	\$ -	\$ 569,737	\$ -	\$ 569,737	\$ -	2016
2017	\$ 1,453,898	\$ 1,453,898	\$ -	\$ 1,453,898	\$ -	\$ 1,453,898	\$ -	2017
2018	\$ 899,703	\$ 899,703	\$ -	\$ 899,703	\$ -	\$ 899,703	\$ -	2018
2019	\$ 860,669	\$ 895,521	\$ 34,852	\$ 910,778	\$ 50,109	\$ 903,149	\$ 42,480	2019
2020	\$ 684,177	\$ 709,603	\$ 25,426	\$ 726,059	\$ 41,882	\$ 717,832	\$ 33,655	2020
2021	\$ 593,452	\$ 613,873	\$ 20,421	\$ 631,264	\$ 37,812	\$ 622,569	\$ 29,117	2021
2022	\$ 510,442	\$ 526,642	\$ 16,200	\$ 544,173	\$ 33,731	\$ 535,407	\$ 24,965	2022
2023	\$ 491,534	\$ 505,757	\$ 14,223	\$ 525,349	\$ 33,815	\$ 515,553	\$ 24,019	2023
2024	\$ 400,556	\$ 409,769	\$ 9,213	\$ 430,281	\$ 29,725	\$ 420,025	\$ 19,469	2024
2025	\$ 396,998	\$ 405,778	\$ 8,780	\$ 426,796	\$ 29,798	\$ 416,287	\$ 19,289	2025
2026	\$ 356,432	\$ 363,165	\$ 6,733	\$ 384,217	\$ 27,785	\$ 373,692	\$ 17,260	2026
2027	\$ 357,112	\$ 363,841	\$ 6,729	\$ 384,965	\$ 27,853	\$ 374,403	\$ 17,291	2027
2028	\$ 337,126	\$ 343,871	\$ 6,745	\$ 362,961	\$ 25,835	\$ 353,417	\$ 16,291	2028
2029	\$ 339,526	\$ 346,444	\$ 6,918	\$ 365,426	\$ 25,900	\$ 355,935	\$ 16,409	2029
2030	\$ 297,994	\$ 304,867	\$ 6,873	\$ 319,783	\$ 21,789	\$ 291,065	\$ (6,929)	2030
2031	\$ 277,748	\$ 382,539	\$ 104,791	\$ 299,592	\$ 21,844	\$ 291,065	\$ 13,317	2031
Total increased Revenues from 2018-2031			\$ 267,904		\$ 407,878		\$ 266,633	

**LICENSE TAX REVIEW COMMITTEE
ACTION LETTER
CITY OF LEE'S SUMMIT**

Monday, November 13, 2017
5:30 p.m.

Present at the Meeting –

*George Binger
Mike Weisenborn
Michael Park
Stacy Lombardo
Heping Zhan
Cynda Rader
Chairman Faith

*Dena Mezger
Darlene Pickett
Ryan Elam
Victoria Stanton
Karl Blumenhorst
Glen Jones*

All members were present.

1. CALL TO ORDER:

Chairman Faith called the meeting to order at 5:35 p.m.

2. PUBLIC COMMENTS: *None*

3. BUSINESS:

A PowerPoint by Mr. Binger, Deputy Director of Public Works/City Engineer, showing the license tax background and current status. This is the original city ordinance was first adopted in March 1998, it has been amended three times for adjustments in rates. Mr. Binger explains what this tax is and the purpose behind it. The license tax administrator is the Director of Finance or a representative. Compared to other cities, the fee we charge is on the lower end. This is a report of residential building permits and we have reached our peak for the current year. From last year to this year, our permits increased.

The Annual Report of Revenue, Permits and Projects was presented in PowerPoint, as well as the City's current calendar year rates were projected. This meeting was moved from Spring in order to help on the forecast fees and planning cycle. Chairman Faith asked how do we forecast. Heping Zhan, Assistant Director of Planning and Special Projects, explains these projections and how building permits are tracked every year. He explains how many of these are residential, how many are multi-family plots, and platted ground currently. Mr. Binger also discusses a bar graph showing retail, office and industrial building permits. Question was asked how does the City collect an excise tax for QuikTrip when they demolish and then rebuild. Michael Park, City Traffic Engineer, addressed the excise tax.

Mr. Binger next presented a revenue report. The Fund balance report was presented, showing a current balance of \$3 and a half million, and then for 2018 it will be over \$4 million. Projection through 2022 was discussed without construction or spending money for improvements. Projects eligible for license tax funding should be limited to those identified in the City's Thoroughfare Master Plan. They support economic activity among several sites, not sole benefit for single development.

Completed projects were shown in the PowerPoint, as well as Staff Recommendations for 2017. The purpose is to show a use for funds in order to comply with Hancock Amendment. Examples of potential future projects for consideration were discussed, one being Browning Street: Oldham Parkway to Hamblen Road. Michael Park discussed design and construction, redevelopment here in this area. More discussion ensued about this area.

APPENDIX D to FY2017 LICENSE TAX REPORT: Summary of Other Road Projects Funded by CIP Sales Tax Fund

Mr. Binger did make note that there is sufficient cash flow to fund the Browning project. The next project is NW Main Street from Chipman Rd. to Tudor Rd. Some clarification was made regarding the stretch of Main Street from NW Tudor Road to NW Commerce Dr.

Improvements in the CIP sales tax to fund improvements to Colbern Rd from Douglas to 350 highway over the next 15 years. Again, in the City's CIP there are plans to widen Pryor Road from Longview Road to MO 150. More discussion ensued about the City's Thoroughfare Master Plan.

On motion of Glen Jones, to start the design work immediately on SE Browning project and to raise the non-residential rate by 5% and leaving the residential rate where it is at, second by Cynda Rader, the Committee voted unanimously 4-0.

4. ROUNDTABLE:

Discussion ensued regarding commercial/industrial incentives and non-residential rates. Mr. Binger noted these will next go to Public Works Committee, and fees will go through the fee revision process. Other areas to watch were noted by Mr. Binger as for safety concerns.

5. NEXT MEETING:

6. ADJOURN:

Chairman Faith adjourned the meeting at 6:42 p.m.

Packet Information

File #: RES. NO. 18-05, **Version:** 1

A Resolution adopting the methodology for calculating the License Tax on building contractors relative to Section 28-179 of the Code of the City of Lee's Summit, Missouri and City of Lee's Summit Ordinance No. 4592.

City Council Motion:

I move for adoption of a Resolution adopting the methodology for calculating the License Tax on building contractors relative to Section 28-179 of the Code of the City of Lee's Summit, Missouri and City of Lee's Summit Ordinance No. 4592.

Key Issues:

1. The License Tax is a tax placed on building permits for new construction, change of use, etc. for the purpose of raising funds for road construction to accommodate additional traffic generated by development.
2. The License Tax is based on the number of vehicular trips generated by a specific type of land use. The vehicular trip generation is determined by industry standard practice using the Trip Generation Manual produced by the Institute of Transportation Engineers (ITE). Every few years ITE develops a new manual. The latest manual is the 10th edition, which was released the latter part of 2017. A new Appendix A - Trip Generation Table - of the License Tax ordinance needs to be adopted by resolution in accordance with the ordinance to reflect the 10th edition of the ITE Trip Generation Manual. Thus, this resolution replaces Resolution 14-01.
3. This resolution would provide for administrative updates of the Trip Generation Manual reference upon subsequent editions of the ITE Trip Generation Manual with certain implementation dates in lieu of continual resolution amendments in the future.
4. This resolution would rescind the tax tables in Resolution 14-01, as those tax rates are outdated and otherwise adopted by ordinance. When presented in resolution and ordinance, there is redundancy and cause for conflict. The ordinance is the appropriate adoption instrument for the tax rates referenced.
5. This resolution would record the rescension of Resolution 99-05 and any other conflicts with prior resolutions associated with the License Tax and its implementation. The administrative guidelines created by Resolution 99-05 have not been applicable for many years due to inconsistency and conflict with the ordinance, tax calculation history and industry practice. The administrative guidelines were removed from practice by direction of the City Manager about 10 years ago and have not been used even longer. The ordinance provides sufficient description, instruction and basis of calculating the tax and all other provisions for the review and appeal of such tax rendering any administrative guidelines unnecessary.
6. This resolution, though related to the same tax, is separate from and does not address the issues presented in Item 5C on the City Council's May 3, 2018 agenda. Those items must be addressed by ordinance at the direction of Council.

Background:

The License Tax on Building Contractors, also known as the Excise License Tax or simply the License Tax, was adopted by the voters in November of 1997 for the purpose of funding road improvements in the city of Lee's Summit. The tax is, in effect, an excise tax in the form of a license tax on building contractors for the purpose of generating revenue from new development that can be utilized to pay for road improvements needed to accommodate the additional traffic created by development.

Commercial development will, by its very nature, generate more vehicular traffic than residential development. Vehicular trip generation is tied directly to the intended land use as identified by the City's Comprehensive Land Use Plan. Land use categories provide the general basis for determining the trip generation rates, which are based on the Trip Generation Manual produced by the Institute of Transportation Engineers (ITE). In determining trip generation, staff utilizes the latest edition of the Trip Generation Manual produced by the Institute of Transportation Engineers. The latest edition is the 10th edition produced last year. The attached resolution reflects trip generation that will be used by staff in determining the appropriate License Tax for a development project.

Recommendation: Staff recommends approval of A Resolution adopting the methodology for calculating the License Tax on building contractors relative to Section 28-179 of the Code of the City of Lee's Summit, Missouri and City of Lee's Summit Ordinance No. 4592.

RESOLUTION NO. 18-05

A RESOLUTION ADOPTING THE METHODOLOGY FOR CALCULATING THE LICENSE TAX ON BUILDING CONTRACTORS RELATIVE TO SECTION 28-179 OF THE CODE OF THE CITY OF LEE'S SUMMIT, MISSOURI AND CITY OF LEE'S SUMMIT ORDINANCE NO. 4592.

WHEREAS, Division 6, Article II, of Chapter 28, of the City of Lee's Summit Code of Ordinances, and Ordinance No. 4592, imposes an excise tax (hereinafter "license tax") to be paid by development that generates new traffic, in order to raise revenue for the City to fund street construction and related improvements; and,

WHEREAS, specifically Section 28-179 of the City of Lee's Summit Code of Ordinances states that the Council shall by resolution establish the license tax imposed upon a building contractor that shall be calculated by multiplying the trip generation rate by the license tax rate; and,

WHEREAS, resolution 98-09 adopted by the Council on March 17, 1998 provided the methodology and basis for the final calculation and imposition of the license tax; and,

WHEREAS, the Exhibit attached to resolution 98-09, was adopted by Council, to tabulate trip generation for common land uses based on the most recent edition of *Trip Generation* (6th Edition), a manual published in 1997 by the Institute of Transportation Engineers; and,

WHEREAS, resolution 99-05 adopted by the Council on April 13, 1999 provided administrative guidelines in support of Section 28-180 of the Code of Ordinances, Administration Division, Building Contractors, Taxation, pertinent to the license tax calculation and referenced trip generation based methodology; and,

WHEREAS, resolution 99-05 is not applicable and has since been rescinded in use; the tax calculation is based on the Code of Ordinances and resolution 98-09, as subsequently replaced; and,

WHEREAS, resolution 04-06 adopted by the Council on May 13, 2004 replaced resolution 98-09 and amended the Exhibit to reflect, at the time, the most current edition of *Trip Generation* (7th Edition), a manual published in 2003 by the Institute of Transportation Engineers and resolution 10-05 adopted by the Council on March 18, 2010 replaced resolution 04-06 and amended the Exhibit to reflect, at the time, the most current edition of *Trip Generation* (8th Edition), a manual published in 2008 by the Institute of Transportation Engineers and resolution 14-01 adopted by the Council on April 3, 2014 replaced resolution 10-05 and amended the Exhibit to reflect, at the time, the most current edition of *Trip Generation* (9th Edition), a manual published in 2012 by the Institute of Transportation Engineers; and,

WHEREAS, a 10th Edition of *Trip Generation*, a manual by the Institute of Transportation Engineers was published in September 2017 and is the current edition from which to base trip generation for the final calculation and imposition of the license tax; and,

RESOLUTION NO. 18-05

WHEREAS, the City of Lee's Summit desires to amend the Exhibit referenced in resolution 14-01 to reflect the most current edition of *Trip Generation* (10th Edition), as set forth in Section 28-179 of the City of Lee's Summit Code of Ordinances; and

WHEREAS, rather than amend the Exhibit and *Trip Generation* reference for each and every Edition of *Trip Generation*, a manual by the Institute of Transportation Engineers, that is published hereafter, being the current edition at that time from which to base trip generation for the final calculation and imposition of the license tax, the most current Edition of *Trip Generation* shall always be referenced and the sample land uses from *Trip Generation* noted in the Exhibit may be amended administratively; all effective July 1st of the year following its publication for calculating the license tax imposed by Division 6., Article II., Chapter 28., of the City of Lee's Summit Code of Ordinances, and Ordinance No. 4592; and

WHEREAS, the license tax rates stated in Resolution 14-01 have been amended, with the current license tax rates set forth in Section 28-179 of the City of Lee's Summit Code of Ordinances, and thus the license tax rates stated in resolution 14-01 are inconsistent with ordinance and the ordinance prevails and will not be recited in this Resolution to avoid duplicate and conflict with Ordinance; and,

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

SECTION 1. The methodology developed by the City to calculate the license tax on building contractors is hereby adopted as generally set forth in the Exhibit attached hereto and incorporated herein by reference.

SECTION 2. The attached Exhibit is based on the most recent edition of *Trip Generation* and revises the Exhibit attached to Resolution 14-01, Trip Generation Table. The attached Exhibit to this Resolution shall be used to determine the amount of the license tax on building contractors as set forth in Sec. 28-179 of the Code of Ordinances for the City of Lee's Summit, Missouri, and as set forth in Section 7 of Ordinance No. 4592. The attached Exhibit shall be subsequently amended administratively based on the most recent edition of *Trip Generation* and editions of *Trip Generation* published hereafter without Resolution and each amendment inclusive of the attached shall take effect on July 1st of the year following its publication for each and every occurrence.

SECTION 3. For all land use classifications that are not specified in the attached Exhibit, the License Tax Administrator shall consult the edition of *Trip Generation*, a manual published by the Institute of Transportation Engineers, in effect and classify the property according to the most applicable land use classification in the *Trip Generation* manual; or with approval of the City Traffic Engineer develop independent data for evaluation consistent with *Trip Generation* practice.

SECTION 4. A building contractor that files a complete building permit application, as determined by the building official, shall pay the license tax rates set forth in ordinance of the Council.

RESOLUTION NO. 18-05

SECTION 5. This resolution shall replace Resolution No. 14-01 and any and all other applicable resolutions pertaining to administrative guidelines calculating and imposing the license tax including Resolution 99-05 and be in full force and effect on its date of adoption.

PASSED and ADOPTED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

**EXHIBIT
TRIP GENERATION TABLE**

Land Use Category	ITE Land Use Codes	Land Use	Unit of Measure	P.M. Peak Trips Per Unit*	% New Trips	Adjusted Peak Trips
Residential	210	Single Family Detached	Dwelling Unit	0.99	100%	0.99
	220	Multi-Family Residential (Low-Rise)	Dwelling Unit	0.56	100%	0.56
	221	Multi-Family Residential (Mid-Rise)	Dwelling Unit	0.44	100%	0.44
	251	Senior Adult Housing – Detached	Dwelling Unit	0.30	100%	0.30
	252	Senior Adult Housing – Attached	Dwelling Unit	0.26	100%	0.26
	253	Congregate Care Facility	Dwelling Unit	0.18	100%	0.18
Commercial Retail	310	Hotel	Rooms**	0.60	100%	0.60
	320	Motel	Rooms**	0.38	100%	0.38
	444	Movie Theater	1000 sf	6.17	85%	5.24
	445	Multi-Plex Movie Theater (10+ Screens)	1000 sf	4.91	85%	4.17
	492	Health/Fitness Club	1000 sf	3.45	100%	3.45
	520	Elementary School	1000 sf	1.37	100%	1.37
	522	Middle School	1000 sf	1.19	100%	1.19
	530	High School	1000 sf	0.97	100%	0.97
	560	Church	1000 sf	0.49	100%	0.49
	565	Day Care Center	1000 sf	11.12	74%	8.23
	610	Hospital	1000 sf	0.97	77%	0.75
	620	Nursing Home	1000 sf	0.59	75%	0.44
	710	General Office Building	1000 sf	1.15	100%	1.15
	712	Small Office Building	1000 sf	2.45	92%	2.25
	720	Medical-Dental Offices	1000 sf	3.46	77%	2.66
	760	Research & Development Bldg	1000 sf	0.49	100%	0.49
	812	Bldg Materials/Lumber Store	1000 sf	2.06	81%	1.67
	813	Free Standing Discount Superstore	1000 sf	4.33	77%	3.33
	815	Discount Store	1000 sf	4.83	83%	4.13
	816	Hardware/Paint Store	1000 sf	2.68	74%	1.98
	817	Nursery Garden Center	1000 sf	6.94	81%	5.62
	820	Shopping Center	1000 sf	3.81	66%	2.51
	840	Automobile Sales (New)	1000 sf	5.13	79%	4.05
	841	Automobile Sales (Used)	1000 sf	3.75	79%	2.96
	843	Automotive Parts Sales	1000 sf	4.91	57%	2.80
	848	Tire Store	1000 sf	3.98	72%	2.87
	850	Supermarket	1000 sf	9.24	64%	5.91
	851	Convenience Market	1000 sf	49.11	49%	24.06
	853	Convenience Market w/ pumps ***	1000 sf	49.29	34%	16.76
	854	Discount Supermarket	1000 sf	8.38	79%	6.62
	857	Discount Club	1000 sf	4.18	63%	2.63
	861	Sporting Goods Superstore	1000 sf	2.02	75%	1.52
	862	Home Improvement Superstore	1000 sf	2.33	75%	1.75
	880	Pharmacy/Drugstore w/o drive thru	1000 sf	8.51	47%	4.00
	881	Pharmacy/Drugstore w/drive thru	1000 sf	10.29	51%	5.25
	890	Furniture Store	1000 sf	0.52	81%	0.42
	911	Walk-in Bank	1000 sf	12.13	80%	9.70
	912	Drive-in Bank	1000 sf	20.45	65%	13.29
	925	Drinking Place	1000 sf	11.36	100%	11.36
	930	Fast Casual Restaurant	1000 sf	14.13	54%	7.63
	931	Quality Restaurant	1000 sf	7.80	82%	6.14
	932	High-Turnover Restaurant	1000 sf	9.77	57%	5.57
	933	Fast Food Restaurant w/o drive-thru	1000 sf	28.34	54%	15.30
	934	Fast Food Restaurant w/drive-thru	1000 sf	32.67	50%	16.34
935	Fast Food Rest. w/drive-thru, no seating	1000 sf	42.65	50%	21.33	
941	Quick Lube Vehicle Shop	Service Bays	4.85	83%	4.03	
942	Auto Care Center	1000 sf	3.11	83%	2.58	
944	Gasoline/Service Station ***	1000 sf	109.27	58%	63.38	
Manufacturing Industrial	110	Light Industrial	1000 sf	0.63	100%	0.63
	140	Manufacturing	1000 sf	0.67	100%	0.67
	150	Warehousing	1000 sf	0.19	100%	0.19
	151	Mini-Warehouses	1000 sf	0.17	100%	0.17

*Based on weekday p.m. peak hour of the adjacent road, one hour between 4 and 6 p.m.

** Based on rooms initially, then a square-foot basis of calculation may be determined for each building since room size varies.

***Addition of new fueling positions at existing sites will use trip rate based on no. of new fueling positions.

Packet Information

File #: BILL NO. 18-73, Version: 1

An Ordinance approving the award of Bid No. 41732272 for the NE Gateway Drive, NE Delta School Road to NE Georgian Drive project to Freeman Concrete Construction, LLC in the amount of \$604,357.68.

Issue/Request:

An Ordinance approving the award of Bid No. 41732272 for the NE Gateway Drive, NE Delta School Road to NE Georgian Drive project to Freeman Concrete Construction, LLC in the amount of \$604,357.68.

Key Issues:

- The project will be funded using savings in the CIP sales tax.
- The project was designed by Garver, LLC.
- The work for the project includes approximately 800 linear feet of two lane roadway improvements of Gateway Drive on a new alignment including curb & gutter, sidewalks, enclosed stormwater systems, retaining wall and 8" water main installation.
- On March 20, 2018, City Staff advertised the Invitation to Bid on the City's website. Bidding closed at 2:00 p.m. local time on April 13, 2018. All bids duly received were opened publicly and read aloud in City Hall in the Howard A Conference Room. .
- Freeman Concrete Construction, LLC was the low bidder, and was awarded the project.

Proposed City Council Motion:

I move for a second reading of An Ordinance approving the Award of Bid No. 41732272 for the NE Gateway Drive, NE Delta School Road to NE Georgian Drive project to Freeman Concrete Construction, LLC in the amount of \$604,357.68.

Background:

In February 2016, City Council approved the construction of Gateway Drive using the savings from the CIP Sales Tax Renewal fund. The work will construct approximately 800 feet of Commerce Drive from Main Street to Tudor Road as shown in the City's 2006 and 2016 Thoroughfare Master Plan documents. The preliminary budget for the project of \$1,231,000 was authorized when the FY 2017 CIP was recommended for approval by the Planning Commission and then adopted by Council Resolution.

The primary reasons for this project are to improve traffic operations, which in turn will improve emergency access. The includes approximately 800 feet of NE Gateway Drive to complete a neighborhood connection between Delta School Road and the Dalton's Ridge subdivision. The road is a residential collector street with curb and gutter, sidewalks, and enclosed storm drainage. Street lights will be added in accordance with current residential street lighting policy. The project will also complete a water main loop connection to Dalton's Ridge.

Impact/Analysis:

This is the City's standard agreement between the City and a contractor with regard to construction services. This agreement will allow Freeman Concrete Construction, LLC to provide construction services to the City.

Timeline:

Start: June 2018

Finish: December 2018

Other Information/Unique Characteristics:

Project No. 41732272 was publicly advertised on March 20, 2018. The invitation to bid was advertised using the City's web site and QuestCDN.com to notify potential bidders. Of the 17 planholders, 8 firms submitted bids by the April 13, 2018 closing date. Freeman Concrete Construction, LLC was the lowest responsive and responsible bidder with a bid of \$604,357.68.

Presenter: George Binger III, City Engineer

Recommendation: Staff recommends approval of an Ordinance approving the award of Bid No. 41732272 for the NE Gateway Drive, NE Delta School Road to NE Georgian Drive project to Freeman Concrete Construction, LLC in the amount of \$604,357.68.

BILL NO. 18-73

AN ORDINANCE APPROVING THE AWARD OF BID NO. 41732272 FOR THE NE GATEWAY DRIVE NE DELTA SCHOOL ROAD TO NE GEORGIAN DRIVE PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC IN THE AMOUNT OF \$604,357.68.

WHEREAS, the NE Gateway Drive project arose from direction by the City Council to Public Works staff to use funds from the savings in the 2007 CIP sales tax ; and,

WHEREAS, the project was designed by Garver, LLC; and,

WHEREAS, the work for the project includes approximately 800 linear feet of two lane roadway improvements of Gateway Drive on a new alignment including curb & gutter, sidewalks, enclosed stormwater systems, retaining wall and 8" water main installation; and,

WHEREAS, on March 20, 2018, City Staff advertised the Invitation to Bid on the City's website. Bidding closed at 2:00 p.m. local time on April 13, 2018. All bids duly received were opened publicly and read aloud in City Hall in the Howard A Conference Room; and,

WHEREAS, Freeman Concrete Construction, LLC was the lowest responsive and responsible bidder.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of bid no. 41732272 for NE Gateway Drive to Freeman Concrete Construction, LLC, in the amount of \$604,357.68.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager, of an agreement with Freeman Concrete Construction, LLC for the services contained in bid no. 41732272, generally for, NE Gateway Drive in an amount of \$604,357.68, said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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 _____, 2018.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

BILL NO. 18-73

APPROVED by the Mayor of said city this ____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief of Planning and Infrastructure
Nancy K. Yendes

SUN COURT

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NE DELTA SCHOOL ROAD
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471.21'
888.2144'E

C.P. 5033

11+71.21'

12+00.00

SHEET C401

SHEET C402

SHEET C403

SHEET C

NE GATEWAY DRIVE

NE CARDINAL CIRCLE

NE BLUE JAY CIRCLE

CURVE NO. 1

CURVE NO. 2

CURVE NO. 3

C.P. 5025

C.P. 50

PI 12+94.58

PI 13+65.90

PC 14+67.81

PT 15+03.38

PI 15+38.81

PC 16+44.26

PT 16+69.73

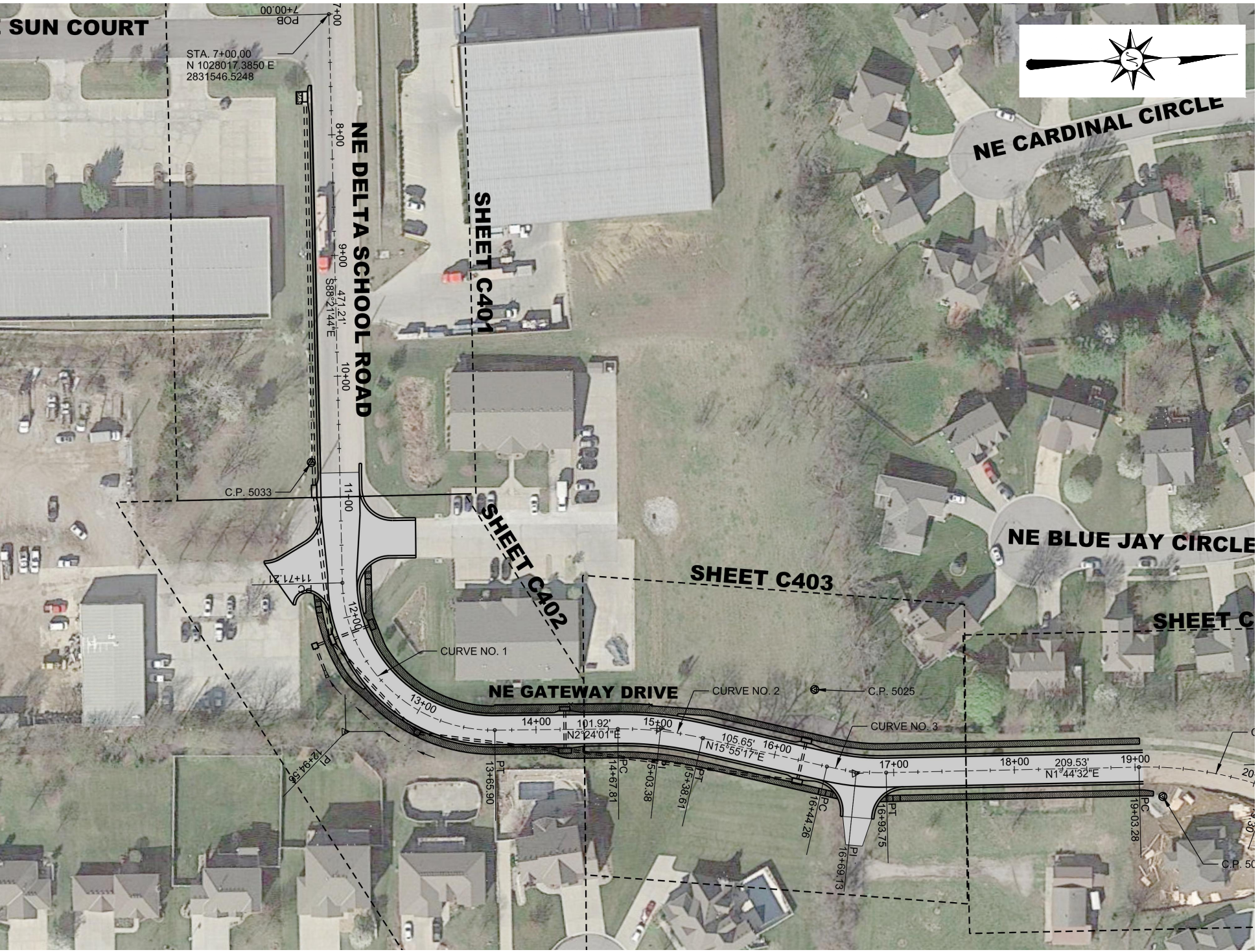
PI 16+93.75

PC 19+03.28

101.92'
N2°24'01"E

105.65'
N15°55'17"E

209.53'
N1°44'32"E



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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

And

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

THIS AGREEMENT is by and between _____ City of Lee’s Summit, Missouri _____ (“Owner”) and
_____ Freeman Concrete Construction, LLC _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Approximately 800 linear feet of two lane roadway improvements of Gateway Drive on a new alignment including curb & gutter, sidewalks, enclosed stormwater systems, retaining wall, and 8” water main installation as shown on the plans and indicated on the specifications.

ARTICLE 2 – THE PROJECT

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

NE Gateway Drive –NE Delta School Road to NE Georgian Drive

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Garver, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	Mobilization	LS	1	\$25,000.00	\$25,000.00
2	Clearing and Grubbing	LS	1	\$7,500.00	\$7,500.00
3	Demolition and Removals	LS	1	\$18,000.00	\$18,000.00
4	Unclassified Excavation	CY	1,900	\$31.23	\$59,337.00
5	Embankment	CY	1,150	\$7.00	\$8,050.00
6	Undergrading and Backfill	CY	200	\$20.00	\$4,000.00
7	6" PCC Pavement	SY	2,403	\$37.94	\$91,169.82
8	4" MoDOT Type 5 Aggregate Base Course	SY	461	\$5.92	\$2,729.12
9	6" MoDOT Type 5 Aggregate Base Course	SY	2,962	\$5.92	\$17,535.04
10	Geogrid Subgrade Stabilization	SY	2,962	\$1.76	\$5,213.12
11	6" Concrete (Commercial Drive)	SY	384	\$40.95	\$15,724.80
12	4" Concrete Sidewalk	SY	845	\$36.64	\$30,960.80
13	ADA Ramps	EA	4	\$1,067.00	\$4,268.00
14	Curb and Gutter (Type CG-1)	LF	1,752	\$14.03	\$24,580.56
15	Curb and Gutter (Replacement of Existing)	LF	322	\$14.03	\$4,517.66
16	Pavement Patch or Repair	SY	100	\$50.76	\$5,076.00
17	Mechanically Stabilized Earth Retaining Wall	SF	593	\$33.73	\$20,001.89
18	48" Tall Ameristar Aegis II Majestic 2/3 Rail	LF	131	\$150.00	\$19,650.00
19	Sod	SY	4,300	\$5.96	\$25,628.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
20	Seed	Acre	1.0	\$3,465.00	\$3,465.00
21	Silt Fence	LF	1,324	\$1.90	\$2,515.60
22	Rock Ditch Check (Type II)	EA	9	\$286.00	\$2,574.00
23	Inlet Protection	EA	13	\$132.00	\$1,716.00
24	Signs (Permanent)	SF	41.5	\$33.00	\$1,369.50
25	Sign Post (Permanent)	EA	5	\$127.00	\$635.00
26	Concrete Ditch Paving	SY	6	\$200.04	\$1,200.24
27	Permanent Turf Reinforcement Mat (Class 2) (Type H)	SY	252	\$6.77	\$1,706.04
28	Temporary Traffic Control	LS	1	\$6,050.00	\$6,050.00
29	Curb Inlet (10' x 4')	EA	2	\$5,100.00	\$10,200.00
30	Curb Inlet (8' x 4')	EA	5	\$4,800.00	\$24,000.00
31	Curb Inlet (8' x 3')	EA	1	\$4,500.00	\$4,500.00
32	Junction Box (4' x 4')	EA	2	\$3,507.00	\$7,014.00
33	18" Polypropylene Pipe	LF	525	\$60.00	\$31,500.00
34	24" Polypropylene Pipe	LF	437	\$52.77	\$23,060.49
35	18" R.C. F.E.S.	EA	1	\$750.00	\$750.00
36	8" C-900 PVC Water Line	LF	708	\$100.00	\$70,800.00
37	6" C-900 PVC Water Line	LF	63	\$50.00	\$3,150.00
38	8" Gate Valve	EA	2	\$1,980.00	\$3,960.00
39	6" Gate Valve	EA	1	\$750.00	\$750.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
40	Ductile Iron Fittings	LBS	816	\$4.50	\$3,672.00
41	Fire Hydrant Assembly	EA	2	\$5,414.00	\$10,828.00

Total Base Bid Price - \$604,357.68

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

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

~~of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor 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~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions,

if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 66, inclusive).
 - 5. Supplementary Conditions (pages 1 to 6, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of 62 sheets with each sheet bearing the following general title: NE Gateway Drive – NE Delta School Road to Ne Georgian Drive.

8. Addenda (numbers _____ to _____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 Severability

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

10.05 Contractor's Certifications

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

10.06 Other Provisions

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

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

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

OWNER:

City of Lee's Summit, Missouri

By: _____

Title: City Manager

Approved
as to Form: _____

Title: Assistant City Attorney

Address for giving notices:

220 SE Green Street

Lee's Summit, MO 64063

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

CONTRACTOR

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

Agent for service of process:

Packet Information

File #: BILL NO. 18-70, **Version:** 1

An Ordinance authorizing the execution of a Development Agreement between Clayton Properties Group, Inc. dba Summit Homes and the City of Lee's Summit, Missouri for the Hawthorne Ridge Subdivision Development.
(Note: First reading by City Council on April 19, 2018.)

Issue/Request:

An Ordinance authorizing the execution of a Development Agreement between Clayton Properties Group, Inc. dba Summit Homes and the City of Lee's Summit, Missouri for the Hawthorne Ridge Subdivision Development.

Key Issues:

On November 8, 2016, the Planning Commission Approved the Preliminary Plat for Hawthorne Ridge subdivision (previously referred to as Arborwalk North).

As a condition of approval, the Developer was to enter into a Development Agreement for offsite improvements.

Proposed City Council Motion:

I move for adoption of an Ordinance authorizing the execution of a Development Agreement between Clayton Properties Group, Inc. dba Summit Homes and the City of Lee's Summit, Missouri for the Hawthorne Ridge Subdivision Development.

Recommendation:

Staff recommends approval

BILL NO. 18-

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE HAWTHORNE RIDGE SUBDIVISION DEVELOPMENT

WHEREAS, on November 8, 2016, the Planning Commission concluded a public meeting for Application #PL2016-172, for a preliminary plat of approximately 80 acres of land generally lying south side of SW Hook Rd, approximately ¼ mile east of SW Pryor Rd, owned by Clayton Properties Group, Inc. DBA Summit Homes("Developer"), which will be developed as Hawthorne Ridge subdivision (Originally referred to and approved as 'Arborwalk North') ("Development"); and,

WHEREAS, following the public meeting for the Preliminary Plat, the Planning Commission voted to approve the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements, as defined below, necessary for the Development; and,

WHEREAS, in satisfaction of the City Council's condition of approval, the Developer and the City now desire to enter into this Agreement;

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

SECTION 1. That the development agreement between Clayton Properties Group, Inc. DBA Summit Homes and the City of Lee's Summit, Missouri, attached hereto and incorporated herein by reference, is hereby approved by the City Council and the City Manager is authorized to execute the same 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 adoption, passage and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2018.

Mayor *W. A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 18-

APPROVED by the Mayor of said city this ____ day of _____, 201.

Mayor W. A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian W. Head

**DEVELOPMENT AGREEMENT BETWEEN
CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF
LEE'S SUMMIT, MISSOURI FOR THE HAWTHORNE RIDGE SUBDIVISION
DEVELOPMENT**

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2018__, by and between Clayton Properties Group, Inc. DBA Summit Homes, a corporation (the "Developer"), and the City of Lee's Summit, Missouri, a municipal corporation ("City").

WHEREAS, on November 8, 2016, the Planning Commission concluded a public meeting for Application #PL2016-172, for a preliminary plat of approximately 80 acres of land generally lying south side of SW Hook Rd, approximately ¼ mile east of SW Pryor Rd , on property legally described in **Exhibit A** ("Property"), owned by the Developer, which will be developed as the Hawthorne Ridge Subdivision (Originally referred to and approved as 'Arborwalk North')("Development") as shown in **Exhibit B**, a map of the preliminary plat;

WHEREAS, following the public meeting for the Preliminary Plat, the Planning Commission voted to approve the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements, as defined below, necessary for the Development;

WHEREAS, in satisfaction of the City Council's condition of approval, the Developer and the City now desire to enter into this Agreement;

WHEREAS, the parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions; and

WHEREAS, the City has a capital improvement project along Hook Road within the vicinity of the Developer's obligations conditioned in this Agreement and in the Capital Improvement Plan and coordination between the Developer's Improvements and City's Hook Road Capital Improvement Project are mutually desired and may be facilitated as defined herein; and

WHEREAS, the parties have freely negotiated in good faith and this Agreement reflects the desires of the parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Words or terms not defined elsewhere in this Agreement shall have the following definitions:

- A. **"Certificate of Final Acceptance"** as defined in the Design and Construction manual as adopted by the City of Lee's Summit.
- B. **"Certificate of Substantial Completion"** as defined in the Design and Construction manual as adopted by the City of Lee's Summit
- C. **"City Engineer"** shall mean the City Engineer or their designated representative.
- D. **"Developer"** shall mean Clayton Properties Group, Inc. DBA Summit Homes, or its successors and assigns in the Property.
- E. **"Improvements"** shall mean the following Road Improvements and Sanitary Sewer Improvements that are to be financed, designed, engineered, and constructed by the Developer in the manner set forth in this Agreement:

"Road Improvements":

1. Construct an eastbound right-turn lane along SW Hook Road at the proposed intersection of SW Arborridge Drive. The right-turn lane shall be at least 150 feet in length plus taper.
2. Construct an eastbound right-turn lane along SW Hook Road at the proposed intersection of SW Arbor Valley Terrace. The right-turn lane shall be at least 150 feet in length plus taper.
3. Construct a westbound left-turn lane along SW Hook Road at the proposed intersection of SW Arborridge Drive. The left-turn lane shall be at least 200 feet in length plus taper.
4. Construct a westbound left-turn lane along SW Hook Road at the proposed intersection of SW Arbor Valley Drive. The left-turn lane shall be at least 200 feet in length plus taper.

"Sanitary Sewer Improvements":

5. Install approximately 2512 linear feet of 15-inch and approximately 669 linear feet of 12-inch sanitary sewer and all related appurtenances from existing City manhole #50-074 to a point along the western boundary of the Hawthorne Ridge, 1st Plat as shown on the associated sanitary sewer engineering plans.

- F. **"City Project"** shall mean the Hook Road Shoulder Project listed in the City's Capital Improvement Plan.
- G. **"Preliminary Plat"** shall mean the plat approved by Planning Commission on November 8, 2016.
- H. **"Staff"** shall mean employees of the City of Lee's Summit.

2. **Developer's Option for City to Construct Road Improvements.** Pursuant to the terms set forth in this Section 2, Developer may, at Developer's sole option, elect to have the City construct the Road Improvements in coordination with the City Project at the Developer's cost, or Developer may elect to construct the Road Improvements ("Option").

A. **City to Design, Engineer, and Bid City Project and Road Improvements.** The City shall design, engineer and procure a bid for the construction of the City Project ("Bid"). The Bid shall include line items as an alternate for construction of the Road Improvements ("Alternate Work"). The City shall promptly provide Developer a copy of the bid response to be awarded the contract for the City Project ("Winning Bid") so Developer may review the Winning Bid and elect Developer's Option.

B. **Developer's Option.** After Developer's receipt of the Winning Bid, Developer shall have ten (10) business days to review the Winning Bid and elect Developer's Option in writing. If Developer fails to notify the City in writing of Developer's decision within this ten day period, the City may assume that Developer has elected to construct the Road Improvements according to the terms set forth in paragraph 3. Such written election shall be incorporated into this Agreement without further action of the parties.

C. **Developer Elects Option for City to Construct Road Improvements.** If Developer elects to have City construct the Road Improvements, then Developer shall deposit with the City cash, certified check, or an irrevocable letter of credit in a sum equal to the Bid price of the Alternate Work plus 10% for potential construction change orders as may be necessary to complete the Alternate Work ("Deposit"). Any irrevocable letter of credit shall be in a form approved by the City's Director of Finance. Twenty percent of the Deposit shall be due within ten business days of Developer's written election, and the remainder of the Deposit is due within five business days of the date that a fully executed copy of the contract for the City Project is presented to Developer. In no event will the City be required to perform any work under this Agreement before the Deposit is posted. If Developer fails to post the Deposit in the manner required by this Agreement the City may immediately terminate this Agreement.

In the event that any part of the Deposit is in the form of an irrevocable letter of credit, the City will provide monthly invoices to Developer for the cost of the Alternate Work, including any approved change orders necessary for the construction of the Alternate Work. Payments for these invoices are due within fifteen days and are payable at: Director of Finance, 220 SE Green Street, Lee's Summit, Missouri, 64063. Any irrevocable letters of credit posted under this section shall secure payment of the amounts due under this Agreement. Further, an irrevocable letter of credit must be in force until all amounts due under this Agreement are paid in full. All irrevocable letters of credit shall contain an evergreen provision requiring the posting of a substitute irrevocable letter of credit prior to the expiration of the then current irrevocable letter of credit.

Provided, however, if the actual cost to construct the Road Improvements (including the cost of any approved change orders) is less than the Deposit, then the City shall return to Developer any excess cash amount within thirty days of final acceptance of the City Project that includes the Road Improvements, and acknowledge the Developer's full payment of the actual construction costs of the Road Improvements. The Developer shall be responsible for any construction costs related to the Road Improvements that exceed the amount of the Deposit, and the City shall be required to finish the Road Improvements and collect any balance of amount that exceeds the Deposit from Developer based on the provisions and schedule for initial Deposit.

3. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section 3, "Requirements for Improvements" shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement.
 - A. **Requirement to design, engineer and construct.** The Developer, at its sole cost and expense, shall design, engineer and construct the Improvements. The City shall issue Building Permits for structures in the Development pursuant to the schedule set forth in Section 4, "Timing of Issuance of Building Permits" below.
 - B. **Construction Costs.** All costs associated with designing, engineering and constructing the Improvements shall be paid by the Developer. No cost shall be paid by the City for designing, engineering, constructing or managing the construction of any of the Improvements except as may be permitted for Road Improvements managed by the City at the Developer's Option provided in Section 2.
 - C. **Applicable Standards and Approvals.** The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with the ordinances of the City, including, but not limited to, the City's Design and Construction Manual then in effect at the time the Improvements are constructed, and any other applicable rules, requirements and standards established by the City. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction. The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.
 - D. **Project Schedule.** Prior to the construction of the Improvements the Developer shall submit to the City Engineer a proposed Project Schedule for the Improvements to be constructed by the Developer. No permits will be issued for the Development until the schedule has been reviewed by the City Engineer and staff of departments directly impacted by the timing of the Improvements. If conflicts with the schedule are determined, staff shall return the schedule with comments, to be resubmitted by the Developer. The Developer shall be notified once it is determined that no conflicts exist with the schedule. The Project Schedule shall be incorporated into this

Agreement by addendum, and no action of the City Council will be required to incorporate the schedule.

- E. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the Improvements. On the basis of such approved preliminary design documents, the Developer shall:
- (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Improvements ("**Plans**").
 - (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Improvements.
 - (3) Furnish the number of approval copies of the final Plans for the Improvements as the City may require.
 - (4) Ensure that the Plans conform to federal and state laws and City ordinances and regulations.

All final Plans shall be presented to the City Engineer for approval, and no action of the City Council will be required to incorporate the final Plans into this Agreement.

- F. Construction. The Developer will construct all the Improvements the Developer is obligated to complete in accordance with this Agreement according to the approved Plans. The Developer shall maintain, at its sole cost and expense, the Improvements for which the Developer is responsible until such time as said Improvements are accepted by the City Engineer pursuant to Section 3.J, "Dedication" of this Agreement. The Developer shall not do or permit others under it to do any work related to the construction of the Improvements until the Developer has paid for all required City and other governmental required permits and authorizations.

- G. Right of Way Acquisition.

- (1) The Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements, including all necessary temporary construction easements, for such Improvements the Developer has responsibility.
- (2) In the event that the Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Improvements over which the City exercises jurisdiction, the Developer may submit a request to the City in the manner prescribed by Section 27, "Notice" below requesting that the City use its authority to acquire the property interests necessary for the Improvements. The City will respond to such a

request within thirty (30) days of receipt of same, and in such response the City will indicate whether it agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction. The City is not obligated to use its authority to assist in the acquisition of property interests necessary for the Improvements.

(3) In the event the City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction, prior to beginning any work to acquire said right-of-way or easements, the Developer shall first execute an Acquisition Funding Agreement with the City which provides for the terms and conditions under which the Developer will place all estimated Acquisition Costs in escrow with the City prior to commencement of condemnation for right-of-way or easements. The Acquisitions Costs shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses related to the establishment of acquisition values of right-of-way or easements, including appraisals; legal fees, other expenses paid to third parties, and expenses incurred by the City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. The Acquisition Funding Agreement shall obligate the Developer to reimburse the City in full for all Acquisition Costs that result from the City's use of its authority to acquire any portion of the Improvements.

(4) The Developer shall dedicate or convey, as applicable, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements.

H. Utility Relocation. The parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements by Developer, shall be paid by the Developer, and are not the responsibility of the City. The parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of the Developer's construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer and are not the responsibility of the City.

I. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Improvements.

- J. Dedication. Upon completion, inspection and approval of the Improvements by the City, the Developer will dedicate the Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.
4. Timing of Issuance of Building Permits.
- A. Residential Building Permits will not be issued until either a Certificate of Substantial Completion or a Certificate of Final Acceptance has been issued for the Improvements as outlined in Section 1. Definitions, except as provided in Section 4.B.
 - B. Substantial Completion of the Road Improvements shall not be required for the issuance of Residential Building Permits to the extent such Road Improvements will be completed by the City as part of the City Project at the Developer's Option and the Developer's Deposit has been received and accepted by the City.
5. Indemnification.
- A. General Indemnity. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out of or to the extent caused by the sole negligence of the City, its employees or agents. This indemnification obligation shall survive the termination or expiration of this Agreement.
 - B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or

by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by Section 26, "Notice" of the Agreement.
- D. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

6. Insurance.

- A. General Provisions. Prior to commencing construction of the Improvements, the Developer shall file with the City evidence of liability insurance that is consistent with the requirements of the City's Design and Construction Manual and in the amounts set forth below.
- B. Limits and Coverage. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:
 - (1) Commercial General Liability: Minimum \$2,000,000 each occurrence limit for bodily injury and property damage; \$2,000,000 policy aggregate; \$2,000,000 products and completed operations aggregate.
 - (2) Automobile Liability: Minimum \$2,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
 - (3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$1,000,000 each occurrence.
 - (4) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$2,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) The City shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.

- C. Use of Contractors and Subcontractors. The Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Design and Construction Manual. Said insurance shall be maintained in full force and effect until the completion of construction of the Improvements, and issuance of a Certificate of Substantial Completion by the City or MoDOT, as appropriate.
- D. Workers' Compensation. The Developer shall ensure that all contractors or subcontractors performing work for the Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, the Developer shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims arising out of occurrences during construction of the Improvements. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City as a result of the failure of either the Developer or any contractor or subcontractor of the Developer to obtain and maintain such insurance. The Developer further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. The Developer shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

7. **Bonds.** The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements and all other public infrastructure improvements that are constructed by the Developer and dedicated to the City.
- A. **Performance Bond.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - B. **Payment Bonds.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and conditions of the construction contract. The Payment Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - C. **Maintenance Bonds.** Prior to acceptance and dedication of the Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for such Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
 - D. **Indemnity for Failure to Provide Bonds.** The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
8. **Prevailing Wage.** To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 – 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. The Developer shall submit sufficient information to the

City's Director of Finance to allow City staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.

9. **Remedies**. Each party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting parties hereto, the non-defaulting party shall have the right to enforce specific performance of this Agreement against the defaulting party, and such non-defaulting party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
10. **Rights and Remedies Non-Exclusive**. No right or remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
11. **Non-Waiver**. No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
12. **Applicable Law**. This Agreement shall be governed by and construed according to the laws of the State of Missouri.
13. **Venue**. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the parties expressly waive any rights to venue inconsistent therewith.
14. **City Requirements and Prior Approval**. The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's Unified Development Ordinance, the Design and Construction Manual, and all planning or infrastructure requirements related to the development of the Property. The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for damages, losses or injuries that may be sustained as a result of the City's review and approval of any Plans or Plats of or relating to the Development, the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Development, the Property or the Improvements. The Developer further acknowledges and agrees that the City's review and approval of any such Plans or Plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third party, against damage or injury of any kind at any time. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.
15. **Recording and Binding Effect**. No building permits shall be issued for any structure in the development until the agreement has been fully executed. The City shall file a copy of this

Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("Office"). This Agreement shall run with the land and be binding on and inure to the benefit of the parties and their respective legal representatives, successors in interest, successors and assigns. Upon certification by the City Engineer of the completion of the Developer's obligations under this Agreement, the City Manager, in his sole discretion, may execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.

16. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
17. **Estoppel Letter.** Upon request by Developer made from time to time, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
18. **Representations.** The Developer represents that it owns the property described in **Exhibit A** on the date that this Agreement is executed. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement. The parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions.
19. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
20. **Rules of Construction.** Each party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
21. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement.

22. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties.
23. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
24. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
25. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
27. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Manager
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

With a copy to:

City Attorney
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Notices to Developer shall be addressed to:

David Price
Clayton Properties Group, INC. DBA Summit Homes
120 SE 3rd St
Lee's Summit, MO 64082

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo, *City Manager*

Attest:

Trisha Fowler Arcuri, *City Clerk*

Approved as to form:

Nancy Yendes, *Chief Counsel of Infrastructure and Planning*

 (DEVELOPER)

By: David W. Price
Its: Assistant Secretary

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2018__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the 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 are 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 persons duly acknowledged the execution of the same to be the 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.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Notary for Clayton Properties Group, Inc dba Summit Homes

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 30th day of March, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David W. Price, the Assistant Secretary of Clayton Properties Group, who is personally known to me to be the same person who executed the within instrument on behalf of Clayton Properties Group, Inc. and such person duly acknowledged the execution of the same to be the act and deed of Clayton Properties Group, Inc.

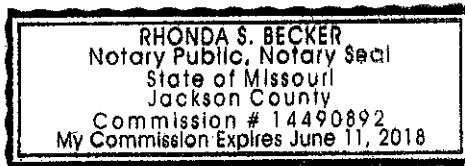
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Rhonda S. Becker
NOTARY PUBLIC

My Commission Expires:

June 11, 2018

[SEAL]



END OF DOCUMENT

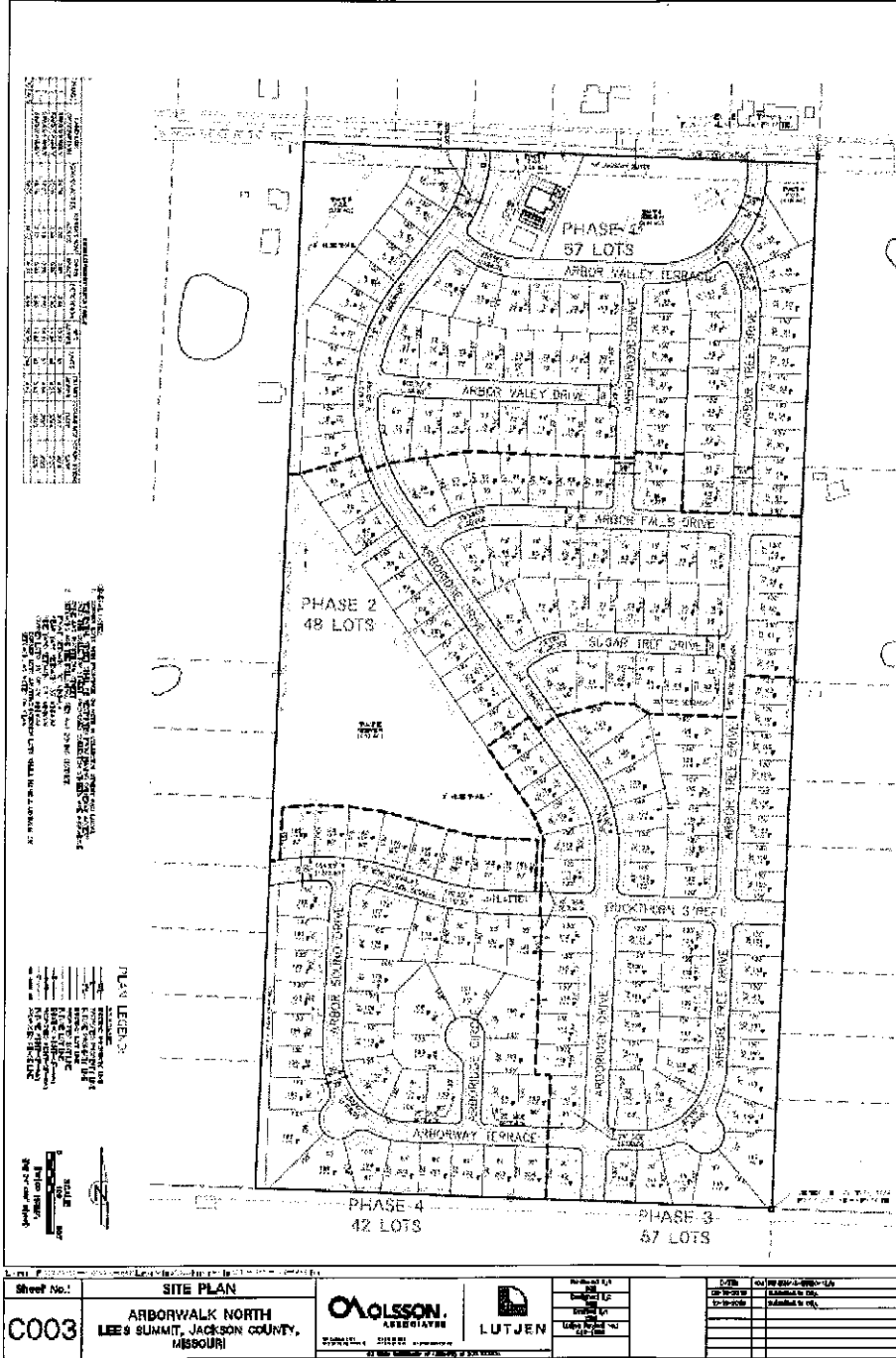
EXHIBIT A

LEGAL DESCRIPTION FOR PROPERTY

Part of the East Half of the Northwest Quarter of Section 25, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Beginning at the Center of said Section 25; thence North 87°46'49" West, along the South line of said Northwest Quarter, 1,326.64 feet to the Southwest corner of said East Half; thence North 02°27'15" East, along the West line of said East Half, 2,613.65 feet to a point on the South right-of-way line of SW Hook Road, as now established; thence Easterly, along said South right-of-way line, along a curve to the right, having an initial tangent bearing of South 80°28'37" East with a radius of 470.00 feet, a central angle of 04°08'23" and an arc distance of 33.96 feet; thence Easterly, continuing along said South right-of-way line, along a curve to the left, having a common tangent with the last described course with a radius of 830.00 feet, a central angle of 11°15'17" and an arc distance of 163.04 feet; thence South 87°35'31" East, continuing along said South right-of-way line, 873.16 feet; thence Easterly, continuing along said South right-of-way line, along a curve to the left, having an initial tangent bearing of South 87°35'30" East with a radius of 830.00 feet, a central angle of 10°48'20" and an arc distance of 156.53 feet; thence South 87°45'42" East, continuing along said South right-of-way line, 95.80 feet to a point on the East line of said Northwest Quarter; thence South 02°18'36" West, along said East line, 2,602.91 feet to the Point of Beginning. Containing 3,431,335 square feet or 78.77 acres, more or less.

EXHIBIT B

MAP OF THE PRELIMINARY PLAT





LEE'S SUMMIT

M I S S O U R I

April 27, 2018

To: Mayor and Members of City Council

From: Ryan Elam, Director of Development Services

RE: Hawthorne Ridge Development Agreement timeline and information

Mayor Baird and Members of the City Council,

The following is a timeline and other associated information for the Hawthorne Ridge Development. This information is being provided to answer questions regarding the Hawthorne Ridge Development Agreement.

- The original approval for the area was associated with the preliminary development plan for Arborwalk approved on June 19, 2003.
- Due to a time lapse of more than 2 years, before submitting a final plat, a new preliminary plat was required.
 - Originally named Arborwalk North, it was approved by the Planning Commission on November 8, 2016
 - A Traffic Impact Analysis dated November 3, 2016 was provided with the application, and the following was determined:
 - The new preliminary plat is substantially the same as the original layout approved in 2003
 - The Developer and City Traffic Engineer concurred with the validity of the prior study performed with the original Arborwalk PDP and that was subsequently used as the resource for road improvement requirements as outlined in the Development Agreement.
- The first phase – Hawthorne Ridge 1st plat (under the name Arborwalk North, 1st plat), was approved on April 25, 2017 by the Planning Commission.
 - The final approval of the Plat is on hold until infrastructure is constructed.

- Currently, the onsite street and stormwater have been released for them to begin grading of the site.
- The sanitary plans have been approved but permits cannot be released until all of the offsite easements have been recorded and provided to the City.
 - City council approved staff to enter into condemnation proceedings to obtain these easements on December 8, 2016.
 - The Developer has secured most of the easements and has indicated that they have verbal agreements to secure the remaining.

To provide further clarification, the following documents are attached:

PL2016-172 Staff Report – Staff report associated with the Preliminary Plat for Arborwalk North

2016-11-03 TIA – Traffic Impact Analysis

2016-10-18 Traffic Letter – Engineer’s letter concerning traffic associated with the Preliminary Plat

2016-10-18 Variance Request – Engineer’s letter requesting a variance to portions of the Access Management Code

City of Lee's Summit

Development Services Department

November 4, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director *RM*
RE: **Appl. #PL2016-172 – PRELIMINARY PLAT – Arborwalk North, Lots 1-204 and Tracts A-E; GRI Land Investment, LLC, applicant**

Commentary

This application is for a new preliminary plat for the north 80 acres of Arborwalk. The applicant proposes 204 single-family residential lots and five (5) common area tracts. The proposed development standards for the existing PMIX-zoned property mirror the density and setback requirements of a standard R-1 single-family residential development. The proposed preliminary plat is also consistent with the density, use and layout shown for this 80-acre area under the original preliminary plat for Arborwalk. The subject property is proposed to be developed over four (4) phases.

The original preliminary plat for Arborwalk was approved in 2003. The UDO states that if developments intended to be phased over two or more final plats have a gap of two (2) years or more between the approval of any final plat and the submittal of the next final plat, the preliminary plat approval terminates and becomes null and void. If a preliminary plat becomes null and void, a preliminary plat must again be submitted and approved in compliance with the UDO and all other ordinances in effect at the time of resubmittal. The most recent final plat approval for a new Arborwalk phase occurred in 2007. The nine (9) year gap since the previous final plat approval has caused the original preliminary plat to become null and void, and thus requires approval of a new preliminary plat prior to the approval of any final plats for additional phases. Not including the subject 80 acres, approximately 155 acres of unplatted property remain within Arborwalk. Development of the remaining 155 acres shall require approval of preliminary and final plats under separate applications.

- 204 lots and 5 common area tracts on 79.8 acres
- 2.6 units/acre, including common area
- 3.1 units/acre, excluding common area

Recommendation

Staff recommends **APPROVAL** of the preliminary plat, subject to the following:

1. The development shall be subject to the development standards (e.g. density, lot area, setbacks, etc.) of the R-1 zoning district.
2. The developer shall execute a mutually satisfactory development agreement with the City, which addresses, at a minimum, the required public improvements listed in the TIA dated November 3, 2016, sanitary sewer improvements and water line improvements. No building permit shall be issued for any structure in the development until written proof is provided to the City that the development agreement has been recorded in the Jackson County Records' Office. All public improvements shall be substantially complete prior to issuance of any building permit within the proposed preliminary plat except where the timing of improvements are specifically noted in the description of condition.
3. The development shall be subject to the recommendations of the Transportation Impact Analysis report dated November 3, 2016.

Project Information

Proposed Use: single-family residential

Land Area: 79.8 acres, including common area; 65.9 acres, excluding common area

Lots: 204

Density: 2.6 units/acre, including common area; 3.1 units/acre, excluding common area

Location: south side of SW Hook Rd, approximately ¼ mile east of SW Pryor Rd

Zoning: PMIX (Planned Mixed Use District)

Surrounding zoning and use:

North (across SW Hook Rd): AG (Agricultural) – single-family residences on large acreage parcels

South: PMIX (Planned Mixed Use District) – future Arborwalk residential phases

East: AG and RLL (Residential Large Lot) – single-family residences on large acreage parcels

West: AG – single-family residences on large acreage parcels

Background

- June 19, 2003 – The City Council approved the rezoning from AG to PMIX (Appl. #2002-224) and preliminary development plan (Appl. #2002-225) for the 376-acre mixed-use Arborwalk development by Ordinance No. 5548.
- August 13, 2003 – A Development Agreement between Gale Communities and the City for the Arborwalk development was executed.
- September 23, 2003 – The Planning Commission approved the preliminary plat (Appl. #2003-208) for *Arborwalk, Lots 1-783, Blocks 1-71 and Tracts A-AAC*.
- 2004-2007 – The City Council approved final plats for *Arborwalk, 1st Plat through Amended Arborwalk, 9th Plat*.

Analysis of the Preliminary Plat

Comparison of Preliminary Plats. The original preliminary plat for Arborwalk proposed standard single-family residential development for the subject 80-acre area. The applicant proposes single-family residential development that is in line with the vision for the area approved as part of the original plan. The table below provides a comparison of the proposed and original preliminary plats. Over the same land area, there are four (4) fewer lots on the proposed preliminary plat compared to the original.

	Proposed Arborwalk North	Original Arborwalk Approval¹
Lots	204	208
Acreage	79.8	79.8
Density	2.6 units/acre	2.6 units/acre

1 – only refers to the subject 80-acre sub-area intended for standard single-family residential within the 376-acre Arborwalk development.

Development Standards. PMIX zoning was approved for Arborwalk to accommodate a range of uses that include attached and detached single-family residential; multi-family residential; apartments; and commercial. Development standards were tailored to suit the various sub-areas comprising the development. The table below provides a comparison of the proposed development standards and the original development standards. Also included in the table are R-1 district development standards in order to provide the UDO's baseline for standard single-family residential development.

Development Standards	Proposed Arborwalk North PMIX Standards	Original Arborwalk PMIX Standards²	R-1 (Single-family Residential) District Standards
Density (max.)	4 units/acre	4 units/acre	4 units/acre
Lot area (min.)	8,400 sq. ft.	7,000 sq. ft.	8,400 sq. ft.
Front yard setback (min.)	30'	25'	30'
Rear yard setback (min.)	30'	25'	30'
Side yard setback (min.)	7.5'	8'	7.5'
Side yard setback (min.) – street side setback for corner lots only	15' or 25'	25'	15' or 25'

2 – only refers to the subject 80-acre sub-area intended for standard single-family residential within the 376-acre Arborwalk development.

As illustrated in the table above, the proposed development standards compare favorably with the originally approved development standards and are identical to the UDO standards for R-1 property. Staff supports the proposed development standards.

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 plat into compliance with the Codes and Ordinances of the City.

Engineering

1. The applicant shall enter into a development agreement for the installation of off-site sanitary sewer improvements and off-site water line improvements. The off-site sanitary sewer improvements consist of the installation of a sanitary sewer line along the un-named tributary downstream of the development, to the existing public sanitary sewer along SW Pryor Rd. The off-site water line improvements consist of the installation of approximately 150 feet of water line along Hook Rd. to complete the loop to SW Pryor Rd.
2. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final plat and approved prior to the approval of the final plat. All public infrastructure must be substantially complete, prior to the issuance of any building permits.
3. A Master Drainage Plan (MDP) shall be submitted and approved in accordance with the City's Design and Construction Manual for all areas of the development, including all surrounding impacted areas, along with the engineering plans for the development. The MDP shall address drainage level of service issues on an individual lot basis.

4. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
5. All subdivision-related public improvements must have a Certificate of Final Acceptance prior to approval of the final plat, unless security is provided in the manner set forth in the City's Unified Development Ordinance (UDO) Section 16.340. If security is provided, building permits may be issued upon issuance of a Certificate of Substantial Completion of the public infrastructure as outlined in Section 1000 of the City's Design and Construction Manual.
6. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of any building permits for the development.
7. A Land Disturbance Permit shall be obtained from the City prior to any ground-breaking activities on the site.
8. 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.
9. 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.

Fire

10. 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 building and life safety issues shall comply with the 2012 International Fire Code and local amendments as adopted by the City of Lee's Summit.

Planning

11. The plat title on the final plat shall include the lot numbers and tract letters.
12. A note regarding the location of the property relative to the 100-year floodplain shall be included on the final plat. The note shall include a citation of the FIRM panel used to make the determination.
13. A note regarding the presence or absence of any active, inactive or capped oil and/or gas wells on the property shall be included on the final plat. The note shall include a citation of the source of information used to make the determination.
14. A note restricting direct vehicular access onto SW Arboridge Drive from Lots 12, 27, 28, 68, 69, 94, 111, 112, 121, 122 and 140-143 shall be included on the plat. Each affected lot shall be notated with a reference to the access restriction note.
15. The following language shall be included in the common area dedication note: "During the period in which the developer maintains effective control of the board of the 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."
16. The following note shall be added to the plat: "All storm water conveyance, retention or detention facilities to be located on common property shall be owned and maintained by

the property owners' association in accordance with the standards set forth in the 'Covenants, Conditions and Restrictions.' Refer to the 'Covenants, Conditions and Restrictions' associated with this development for requirements.

17. A restriction shall be included on the final plat indicating that the 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.
18. No final plat shall be recorded by the developer until the Director 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.
19. A final plat shall be reviewed, approved and recorded with the Jackson County Recorder of Deeds prior to the issuance of a building permit.

RGM/hsj

Attachments:

1. Transportation Impact Analysis, conducted by Michael Park, P.E., dated November 3, 2016
– 3 pages
2. Traffic Memo submitted by Melissa G. DeGonia, P.E. on behalf of Olsson Associates, dated October 18, 2016
3. Variance request to the Access Management Code submitted by Melissa G. DeGonia, P.E. on behalf of Olsson Associates, dated October 18, 2016 – 2 pages
4. Preliminary Plat, dated October 18, 2016 (6 pages), consisting of:
 - Cover Sheet
 - Existing Conditions
 - Site Plan
 - Grading Plan
 - Utility Plan
 - Street Grades
5. Location Map



LEE'S SUMMIT MISSOURI

DEVELOPMENT REVIEW FORM TRANSPORTATION IMPACT

DATE: November 3, 2016 **CONDUCTED BY:** Michael K Park, PE, PTOE
SUBMITTAL DATE: October 18, 2016 **PHONE:** 816.969.1800
APPLICATION #: PL2016172 **EMAIL:** Michael.Park@cityofls.net
PROJECT NAME: ARBORWALK NORTH **PROJECT TYPE:** Prel Plat

SURROUNDING ENVIRONMENT (*Streets, Developments*)

The proposed residential subdivision plat is located along the south side of SW Hook Road, between SW Ward Road and SW Pryor Road. The surrounding area consists of undeveloped or large lot agricultural property to the north, east, and west and developing single-family residential subdivisions to the south.

ALLOWABLE ACCESS

The proposed plat will be accessed from SW Hook Road, SW Arborridge Drive, and several proposed residential collector and local streets. There will be no lot access to SW Hook Road and limited access to the proposed residential collector streets to the extent reasonably practical. The proposed residential collector and local streets will have two lanes and a 25 mph speed limit. The proposed local residential street intersections will have adequate sight distance.

EXISTING STREET CHARACTERISTICS (*Lanes, Speed limits, Sight Distance, Medians*)

SW Hook Road is a two lane undivided major arterial with a 35 mph speed limit currently constructed to an interim standard with turf shoulders. No additional improvements beyond the interim standard are necessary to support the proposed residential development according to the City's Unimproved Road Policy. However, the City has a planned paved shoulder improvement project along SW Hook Road and the public improvements associated with this proposed development along SW Hook Road discussed in this report should be coordinated with the City's planned project. SW Arborridge Drive is a two lane, 25 mph, residential collector that extends south to M-150 Highway. There shall be no unmitigated sight distance issues related to proposed intersections along SW Hook Road.

ACCESS MANAGEMENT CODE COMPLIANCE? YES NO

Waivers have been requested by the applicant to various Access Management Code provisions pertaining to residential lot access to/from residential collectors. The proposed residential collectors, SW Arborridge Drive and SW Buckthorn Street, will be designed to the extent reasonably practical with all other collector street standards except that lot access is requested as shown on the plat where no alternative is available due to limiting conditions described by the applicant's engineer and documented in the project files. In these considerations, staff supports the requested waiver. The City Engineer, or designee, is granted authority in the Access Management Code to waive such conditions.

Recommendations for approval of the proposed plat includes an eastbound right-turn lane at each proposed intersection along SW Hook Road and a westbound left-turn lane at each proposed intersection along SW Hook Road in compliance with the Access Management Code. All other intersections, turn lanes and spacing conditions required by the Access Management Code have also been satisfied.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	2,024	1,012	1,012
A.M. Peak Hour	153	38	115
P.M. Peak Hour	200	126	74

TRANSPORTATION IMPACT STUDY REQUIRED? YES NO

The proposed plat will likely generate more than 100 vehicle trips to the surrounding street system during any given peak hour; a typical condition that requires traffic impact study. A traffic study was completed for the previously approved surrounding Arborwalk development. The Arborwalk development is currently under construction at various phases of completion. However, a preliminary plat is required due to the time lapse that has occurred between development phases. The referenced traffic study included a proposed subdivision represented in the same area bound by the proposed plat. The proposed plat is substantially the same as the previously studied Arborwalk land uses and density in the same area. There has not been substantial development surrounding the proposed plat impacting SW Hook Road that would significantly change previously studied assumptions and recommendations for approval. The proposed plat will comply with all improvement requirements previously conditioned on approval of Arborwalk as well as comply with all improvement conditions set forth in the Access Management Code. The applicant and staff concur with the validity of prior study, prior development approvals, and retained consistency between prior plans and currently proposed plat. Consequently, an updated traffic study has not been submitted. The previously submitted and approved traffic study should be sourced.

This proposed plat includes a network of collector roadways planned as part of the City's Thoroughfare Master Plan and M-150 Overlay District to support adjacent land use and long-range transportation system.

LIVABLE STREETS (Resolution 10-17) COMPLIANT EXCEPTIONS

The proposed preliminary plat 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, including but not limited to sidewalk, street connectivity and accessibility. No 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 plat subject to the following conditions:

1. Construct an eastbound right-turn lane along SW Hook Road at the proposed intersection of SW Arborridge Drive. The right-turn lane shall be at least 150 feet in length plus taper.
2. Construct an eastbound right-turn lane along SW Hook Road at the proposed intersection of SW Arbor Valley Terrace. The right-turn lane shall be at least 150 feet in length plus taper.
3. Construct a westbound left-turn lane along SW Hook Road at the proposed intersection of SW Arborridge Drive. The left-turn lane shall be at least 200 feet in length plus taper.
4. Construct a westbound left-turn lane along SW Hook Road at the proposed intersection of SW Arbor Valley Drive. The left-turn lane shall be at least 200 feet in length plus taper.

Improvements may be coordinated with the City's planned paved shoulder project.

All conditions shall be complete prior to the issuance of building permits for any lot within the proposed subdivision plat that includes the subject intersection where improvements are recommended.

October 18, 2016

Michael Park
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

The purpose of this letter is to serve in lieu of a new traffic study for Arborwalk North. The previously approved Preliminary Plat application provided a traffic study which allowed for development of this area with 203 single-family residential lots, and two connections to Hook Road. The new plan for this area will propose 204 lots, with the same number of connections to the existing road.

The proposed plan will maintain compliance with the approved traffic study. The plan also complies with the Access Management Code provisions and Design and Construction Manual, except a requested variance to front lots along collector streets, which was also shown on the previously approved plan.

The proposed plan presents no significant differences, or greater impact, than previously studied, and the surrounding development is consistent with the previously studied conditions.

Please let me know if you have questions or need additional information.

Sincerely,



Melissa G. DeGonia, P.E.
Project Engineer

RECEIVED

OCT 18 2016

Planning & Codes Admin



October 18, 2016

Michael Park
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

The purpose of this letter is to serve as a variance request to front lots on the residential collectors at Arborwalk North.

The collectors are planned according to Section 4 of the Access Management Code (AMC), which provide connectivity between developments and relatively direct access to the arterial street system. The two collector streets, Arboridge Drive and Buckthorn Street, will meet the following standards as outlined in the AMC and the Design and Construction Manual:

- Typical Section: Right of way width = 60', Street width including curb = 36', CG-1 Curb, 5' Sidewalk on both sides
- Corner lots which have access to a residential local street will utilize that street for driveway access
- Connections will provide appropriate sight distance
- Design speed, K values, slopes, horizontal curve radii, and curb return radii will meet Residential Collector criteria as outlined in Section 5200

There are several limitations to direct access to collector streets, stated in the AMC as outlined below:

- Section 6.1: New lots shall not be created on any arterial or collector roadway
- Section 6.2: direct residential driveway access should be avoided from any commercial collector street.
- Section 15.1: Minimum separation of connections on a residential collector is 200'.

RECEIVED

OCT 18 2016

Planning & Codes Admin

1301 Burlington, Suite 100
North Kansas City, MO 64116
TEL 816.587.4320
FAX 816.587.1393

www.lutjen.com
www.olssonassociates.com

The site has been designed to comply with lot access/frontage standards wherever possible. However, due to limitations with topography, drainage and constraints of required lot dimensions, several lots within Arborwalk North will be required to front residential collectors. Detailed descriptions of the challenges are listed below.

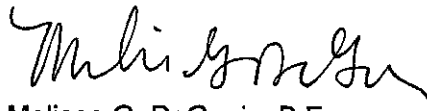
- The topography of the middle-western portion of the development is steep and unsuitable for roads and lots. Additionally, most of the development drains to this area, and as such this area is needed to satisfy City detention requirements. Leaving this large area as green space narrows the width of the site and prohibits creating a "loop road" to front lots on, rather than on the collector.
- There is a channel that runs through the detention area that is jurisdictional in nature, per an assessment by Terra Technologies. By maintaining green space around this channel and using the area as a detention/amenity area we are protecting a valuable natural resource.
- Long-range planning for the area calls for two collectors in this area, which intersect within the site. At the area of intersection, lots must front one street or the other.

Alternative street layouts for the subdivision have been explored; however, no alternate layouts present a practical plan that will allow full AMC compliance regarding the lot frontage. Two connections to Hook Road are provided in order to meet requirements for phasing construction, including emergency access and water main loop requirements. These two connections to the existing roadway restricts the opportunity for alternate street alignments for lot access. However, some modifications have been made to the site, as a result of conversations with city staff, which reduce the number of lots which require frontage on a collector. The alternative layouts created opportunities to front lots on side streets in several areas.

Additionally, the site layout is consistent with the approved development plan, which also had lots fronting the residential collectors through the site. We would like to request a variance for both proposed collectors in Arborwalk North that allows lot access/frontage otherwise in non-compliance with AMC Sections 4, 6 and 15.

Please let me know if you have questions or need additional information.

Sincerely,



Melissa G. DeGonia, P.E.
Project Engineer

RECEIVED

OCT 18 2016

Planning & Codes Admin

Packet Information

File #: BILL NO. 18-71, Version: 1

An Ordinance approving Award of RFQ 2018-302-1 to Terracon Consultants, Inc. for on-call yearly geotechnical construction, material testing and inspection services; a one-year contract with three possible one-year renewal options. (Note: First reading by City Council on April 19, 2018.)

Issue/Request:

An Ordinance approving Award of RFQ 2018-302-1 to Terracon Consultants, Inc. for on-call yearly geotechnical construction, material testing and inspection services; a one-year contract with three possible one-year renewal options.

Key Issues:

- The City uses on-call geotechnical construction, material testing and inspection services to support several departments.
- Work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan.
- Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
- Construction materials testing services to include, but not limited to, soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
- Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
- Laboratory testing services to include, but not limited to, soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
- Provide necessary support equipment to carry out required procedures.

Proposed City Council Motion:

I move for adoption of an Ordinance approving Award of RFQ 2018-302-1 to Terracon Consultants, Inc. for on-call yearly geotechnical construction, material testing and inspection services; a one-year contract with three possible one-year renewal options.

Background:

Establishing an On-call Geotechnical Construction, Material Testing and Inspection Services Yearly Contract streamlines the process and provides various City departments the ability to obtain professional services of this nature on projects as they arise. This RFQ will be awarded to two separate consultants to avoid any conflict of interest in the event one

consultant represents an engineering or construction company in which the City is engaged.

The services are being provided primarily on the City's capital projects. Funding for the testing is included in the capital project budgets. The material testing portion of this contract will also be used for the confirmation that soil, asphalt, and concrete used in public infrastructure portions of development projects conforms to City specifications. These tests are funded from the Private Development Professional Fees account included in various departments' annual budget. The term of the proposed contract is for one year with the option to renew for up to three-one year renewal periods. This contract is being awarded to two firms. This is to eliminate any conflict of interest should the City's on call consultant be providing quality control for the contractor.

Recommendation: Staff recommends approval of an Ordinance approving Award of RFQ 2018-302-1 to Terracon Consultants, Inc. for on-call yearly geotechnical construction, material testing and inspection services; a one-year contract with three possible one-year renewal options.

Committee Recommendation: The April 17, 2018 Public Works Committee meeting was cancelled.

BILL NO. 18-

AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-1 TO TERRACON CONSULTANTS, INC. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

WHEREAS, The City uses on-call geotechnical construction, material testing and inspection services to support several departments; and,

WHEREAS, Work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

WHEREAS, Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports; and,

WHEREAS, Construction materials testing services to include, but not limited to, soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel; and,

WHEREAS, Building Construction Special Inspection Services as required by the 2012 International Building Code, Chapter 17; or later edition as adopted by the Codes Administration Department; and,

WHEREAS, Laboratory testing services to include, but not limited to, soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, sheer strengths, pavement, roofing; and,

WHEREAS, Provide necessary support equipment to carry out required procedures.

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

SECTION 1. That the agreements for professional engineering services for geotechnical construction, material testing and inspection services yearly contract (RFQ No. 2018-302-1) by and between the City of Lee's Summit, Missouri and Terracon Consultants, Inc. for the purpose of geotechnical engineering and material testing services, true and accurate copies attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same 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.

BILL NO. 18-

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

ATTEST: _____
Mayor *W. A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2018

ATTEST: _____
Mayor *W. A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of I / P
Nancy K. Yendes

**ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
YEARLY CONTRACT (RFQ NO. 2018-302-1)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Terracon Consultants, Inc. (hereinafter "Engineer/").

WITNESSETH:

WHEREAS, City desires to have on-call engineering services for Geotechnical Engineering, Material Testing and Inspection Services Yearly Contract; and

WHEREAS, Engineer has submitted a proposal for the on-call engineering services and standard hourly rates and expenses to perform said services; and **WHEREAS**, City desires to enter into an agreement with Engineer to perform the services as aforementioned; and

WHEREAS, Engineer represents that it is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to the City on an on-call basis ("On-Call Services"):

1. Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
2. Construction materials testing such as soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
3. Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
4. Laboratory testing such as soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
5. Provide necessary support equipment to carry out required procedures.

Engineer acknowledges this contract will not exclude firms from working with Contractors to perform quality control testing. As such, the City will award the contract to two firms to avoid any conflict of interest between the City and Contractor and to ensure adequate coverage when the City has multiple projects underway. Which firm is contacted to perform work on any given project shall be at the sole discretion of the City. Under no circumstance will the City select the same firm providing quality control testing for the contractor.

**ARTICLE II
SERVICES TO BE PROVIDED BY ENGINEER BY MODIFICATION OR
MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Engineer to provide professional engineering services beyond those services authorized in Article I above. In the event Engineer is engaged to provide additional services, City and Engineer shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Engineer and City, (b) compensation to the Engineer for services to be provided, (c) required deliverables or products from the Engineer to the City, and (d) completion times for said services. The compensation to be paid Engineer pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Engineer first entering into a written modification.

**ARTICLE III
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Engineer shall provide a monthly written statement of all On-Call Services provided in the preceding month to the City's Construction Manager.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Engineer through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.

C. If so requested by Engineer, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Purchase Order Number issued by the City, if applicable.
4. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
5. Report of monthly progress describing the services completed to date and projected completion time for the work.
6. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. The agreement will automatically renew unless the City or the engineer at their discretion chose to terminate, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or any renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Engineer shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI INSURANCE

A. CERTIFICATE OF INSURANCE

The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer 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 Engineer's contract price.

B. NOTICE OF CLAIM

The Engineer 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 Engineer 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 Engineer'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 Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. 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 Engineer.

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Engineer shall either:

Cover all sub-consultants in the Engineer's liability insurance policy or,

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

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

Any Engineer 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 Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

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

H. AUTOMOBILE LIABILITY

Policy shall protect the Engineer 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:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

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

I. WORKERS' COMPENSATION

This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer 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

J. 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 Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer'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 Engineer.
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 Engineer 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.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Engineer and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

- F. SUBLETTING ASSIGNMENT OR TRANSFER: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- H. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- I. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- J. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or sub consultants, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto to the extent permitted by the Constitution and the Laws of the State of Missouri.
- K. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- L. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- M. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- N. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.

- O. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional Engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- Q. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- R. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- S. **ANTI-DISCRIMINATION CLAUSE:** Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- T. **DELAY IN PERFORMANCE:** Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- U. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

V. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Construction Manager
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Terracon Consultants, Inc.
13910 W 96th Terrace
Lenexa, KS 66215

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Brian Head, City Attorney

ENGINEER:

BY: _____
TITLE: _____

ATTEST:

Breakdown of Fees Terracon Fee Schedule

PERSONNEL AND EQUIPMENT

Item 1. (1215)	Services of Technician	52.00/hour *
Item 2. (1210)	Services of Senior Technician	59.00/hour *
Item 3. (1275)	Services of Structural Steel Technician.....	85.00/hour *
Item 4. (1650)	Services of Two Man Coring Crew.....	140.00/hour*
Item 5. (1654)	Core Bit Wear Charge	2.50/inch
Item 6.	Services of Two Man Drill Crew (Truck Mount Rig).....	215.00/hour**
Item 7.	Services of Two Man Drill Crew (ATV/Track Mount Rig).....	225.00/hour**
Item 8. (1150)	Services of Field Engineer/Geologist.....	85.00/hour
Item 9. (1155)	Services of Project Manager/Staff Engineer.....	112.00/hour
Item 10.(1110)	Services of Licensed Professional Engineer	150.00/hour
Item 11.(1622)	Concrete Cylinder Pickup (labor only).....	45.00/trip
Item 12.(1623)	Vehicle Charge (Destination within Lee’s Summit).....	20.00/trip
Item 13.	Vehicle Charge (Destination outside of Lee’s Summit).....	Negotiated
Item 14.	Mobilization (Truck Mounted Drill Rig)	3.60/mi
Item 15.	Mobilization (ATV/Track Mounted Drill Rig).....	4.63/mi
Item 16.(1663)	Maturity Meter Probes	51.00/each

CONCRETE AND MASONRY

Item 1. (3324)	Compressive Strength of 4” x 8” Cylinder (ASTM C 39) (Cylinders stripped and cured but not tested will be charged).....	14.00/each ***
Item 2. (3355)	Compressive Strength of Concrete Cores	17.00/each
Item 3. (4007)	Compressive Strength of Grout 3” X 6” Prism (NCMA – TEK 234)	17.00/each
Item 4. (4009)	Compressive Strength of 2” Cube or 3” x 6” cylinder.....	17.00/each
Item 5. (4002)	Compressive Strength and Dimensions of CMU (Min. of 3)(ASTM C 140)	61.00/each
Item 6. (4001)	Net Area, Unit Weight, Moisture Content and Absorption of CMU.....	76.50/each
Item 7. (4004)	Compressive Strength of CMU Prisms (2-block non-grouted).....	125.00/each
Item 8.	Freeze Thaw of Concrete Prisms.....	1375.00/set of 3
Item 9.	Core Thickness and Density Measurement.....	10.00/each
Item 10.	Split Tensile Strength (Cylinder or Core)(up to 12” in length)	51.00/each
Item 11.	Split Tensile Strength (Cylinder or Core)(>12” in length).....	76.50/each

ASPHALT AND AGGREGATE

Item 1. (3032)	Aggregate Gradation	75.00/each
Item 2. (2501)	Binder Content and Gradation	130.00/each
Item 3. (2515)	Maximum Theoretical (Rice) Density	130.00/each
Item 4. (2504)	Marshall Stability Flow and Density (already mixed) (ASTM D 1559)	140.00/3 plugs
Item 5. (3040)	LA Abrasion (clean stone).....	130.00/each
Item 6. (3054)	Percent Shale and Sticks.....	62.00/each
Item 7. (3055)	Percent Clay Lumps and Friable.....	62.00/each
Item 8. (3056)	Percent Flat and Elongated Particle (3 sizes)	205.00/each
Item 9. (1649)	Core Thickness and Density Measurement.....	10.00/each

Breakdown of Fees Terracon Fee Schedule

SOILS

Item 1.	(2001) Atterberg Limits Determination (LL, PL)	56.00/test
Item 2.	(2039) Standard Proctor (ASTM D 698).....	135.00/each
Item 3.	(2040) Standard Proctor Aggregate (ASTM D 698)	155.00/each
Item 4.	(2045) Standard Proctor Fly Ash Treated (2-hr delay) (ASTM D 698).....	185.00/each
Item 5.	(2053) Relative Density.....	265.00/each
Item 6.	(2003) Grain Size Analysis (Hydrometer and Sieve)	105.00/each
Item 7.	(2506) Laboratory Density of Soils	10.00/test
Item 8.	(2505) Natural Moisture Content of Soils	5.00/each

* Increase hourly rate by 1.5 for services provided on Saturday, in excess of 9 hours per day and/or Monday through Friday before 7:00 A.M. or after 7:00 P.M. Increase hourly rate by 2.0 for services provided on Sundays or Holidays with a minimum charge of 8 hours. Hourly charges will be billed portal to portal in 0.5 hour increments.

** A minimum charge of 6 hours applies to drilling services. Increase hourly rate by 1.2 for services provided on Saturday, in excess of 9 hours per day and/or Monday through Friday before 7:00 A.M. or after 7:00 P.M. Increase hourly rate by 1.7 for services provided on Sundays or Holidays. Hourly charges will be billed portal to portal in 0.5 hour increments. Additional charges will apply for consumables and items installed in borings (bentonite holeplug, piezometers, instrumentation, etc.). Additional surcharges may apply for drilling in high hazard or contaminated sites.

*** 6X12 cylinders can be provided if specified by the designer for an additional charge of \$2.00 per cylinder. A \$15.00 per cylinder preparation fee will be charge for specimens made by others requiring correction to meet ASTM requirements for plane and true.

REQUEST FOR QUALIFICATIONS for GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES YEARLY CONTRACT RFQ NO. 2018-302

The City of Lee's Summit is requesting electronically submitted Statements of Qualifications for the above-referenced project.

Interested firms **must** upload their Statement of Qualifications into the Public Purchase E-procurement system prior to the closing date of **March 23, 2018, 5:00 PM (Central Daylight Savings Time)**

**City of Lee's Summit, Public Work Engineering
Attention: George Binger, City Engineer/Deputy Director
220 S.E. Green Street
Lee's Summit, MO 64063
816-969-1800**

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 closing date and time of this RFQ. All addendums must be signed and included with electronic submittal.

Interested firms, or groups of firms, should prepare a response that addresses the following information:

- Experience and availability of key personnel;
- Experience on similar projects;
- Project Approach/Work Plan; and
- Critical Issues and Approaches to Solutions.

The submittals must be double-sided on standard letter-size paper (8.5" x 11") having a minimum font size of eleven (11) points and is no more than three (3) actual sheets of paper in length. Each of the three sheets of paper shall be numbered front and back as page one (1) through six (6). Up to two (2) additional double-sided sheets of paper, numbered front and back as page one (1) through four (4), may be submitted in an attached appendix and may be up to 11" x 17" in size. In addition, a single-sided **one page cover letter** should be submitted, **which includes the name, title, email address and phone number of the point of contact person** for the engineer. The required signed Work Authorization Affidavit and the E-Verify program's Memorandum of Understanding must be included in your submittal; however they are not part of the maximum page requirement. A selection committee will evaluate the submittals based on the above criteria and notify two selected firms. **At this time the City does not anticipate holding interviews; however we reserve the right to if deemed necessary after all submittals are reviewed.**

This contract will not exclude firms from working with Contractors to perform quality control testing. As such, the City will award the contract to two firms to avoid any conflict of interest between the City and Contractor and to ensure adequate coverage when the City has multiple projects underway. Which firm is contacted to perform work on any given project shall be at the sole discretion of the City. Under no circumstance will the City select the same firm providing quality control testing for the contractor.

The selected firms will be expected to sign the City of Lee's Summit's standard contract. For a copy of the standard contract, please contact the Project Manager listed below. If the Consultant team is unable to sign the contract, or requests modifications, please indicate so briefly in the cover letter and submit a separate letter detailing any issue(s) with the standard contract.

Schedule

Electronically Submitted Statement of Qualifications Due:	March 23, 2018 5:00 PM CDT
Selection Committee Meeting:	March 28, 2018
Firms Notified for Selection:	March 30, 2018

General Scope of Services

The City of Lee's Summit is seeking submittals from qualified firms/providers to provide Geotechnical and Materials Engineering Services to establish a yearly contract on an as needed basis. Respondents must be capable of providing the services of a certified lab and certified technicians in accordance with the Missouri LPA Manual.

Potential services will include but not be limited to the following activities:

- Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
- Construction materials testing such as soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
- Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
- Laboratory testing such as soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
- Provide necessary support equipment to carry out required procedures.

Questions

For questions regarding this project, please contact:

Michael Anderson, Construction Manager

Public Works Department
City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063
Phone: (816) 969-1800

Email: Michael.Anderson@cityofls.net

This Request for Qualifications (RFQ) is an invitation by the City for interested Design Professionals to submit qualifications, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid. Submittal of qualifications does not create any right in or expectation to a contract with the City. The City reserves the right to reject any and all RFQ's.

Section 285.530, RSMo, affects all services provided in excess of \$5,000.00. This Section refers to the prohibition of employment of unauthorized aliens and requires participation in a Federal work authorization program. This law went into effect on January 1, 2009.

You are required to fill out and return with your submittal of qualifications the enclosed Work Authorization Affidavit and provide documentation evidencing current enrollment in a federal work authorization Program, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding, The required documentation must be from the federal work authorization program provider. Letters from contractors reciting compliance is not sufficient. E-verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the Contractor.

Packet Information

File #: BILL NO. 18-72, Version: 1

An Ordinance approving award of RFQ 2018-302-2 to Kansas City Testing and Engineering, LLC for on-call yearly geotechnical construction, material testing and inspection services; a one-year contract with three possible one-year renewal options.

(Note: First reading by City Council on April 19, 2018.)

Issue/Request:

An Ordinance approving award of RFQ 2018-302-2 to Kansas City Testing and Engineering, LLC for on-call yearly geotechnical construction, material testing and inspection services; a one-year contract with three possible one-year renewal options..

Key Issues:

- The City uses on-call geotechnical construction, material testing and inspection services to support several departments.
- Work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan.
- Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
- Construction materials testing services to include, but not limited to, soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
- Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
- Laboratory testing services to include, but not limited to, soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
- Provide necessary support equipment to carry out required procedures.

Proposed City Council Motion:

I move for adoption of an Ordinance approving award of RFQ 2018-302-2 to Kansas City Testing and Engineering, LLC for on-call yearly geotechnical construction, material testing and inspection services; a one-year contract with three possible one-year renewal options.

Background:

Establishing an On-call Geotechnical Construction, Material Testing and Inspection Services Yearly Contract streamlines

the process and provides various City departments the ability to obtain professional services of this nature on projects as they arise. This RFQ will be awarded to two separate consultants to avoid any conflict of interest in the event one consultant represents an engineering or construction company in which the City is engaged.

The services are being provided primarily on the City's capital projects. Funding for the testing is included in the capital project budgets. The material testing portion of this contract will also be used for the confirmation that soil, asphalt, and concrete used in public infrastructure portions of development projects conforms to City specifications. These tests are funded from the Private Development Professional Fees account included in various departments' annual budget. The term of the proposed contract is for one year with the option to renew for up to three-one year renewal periods. This contract is being awarded to two firms. This is to eliminate any conflict of interest should the City's on call consultant be providing quality control for the contractor.

Recommendation: Staff recommends approval of an Ordinance approving award of RFQ 2018-302-2 to Kansas City Testing and Engineering, LLC for on-call yearly geotechnical construction, material testing and inspection services; a one-year contract with three possible one-year renewal options..

Committee Recommendation: The April 17, 2018 Public Works Committee meeting was cancelled.

BILL NO. 18-

AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-2 TO KANSAS CITY TESTING AND ENGINEERING, L.L.C. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

WHEREAS, The City uses on-call geotechnical construction, material testing and inspection services to support several departments; and,

WHEREAS, Work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

WHEREAS, Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports; and,

WHEREAS, Construction materials testing services to include, but not limited to, soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel; and,

WHEREAS, Building Construction Special Inspection Services as required by the 2012 International Building Code, Chapter 17; or later edition as adopted by the Codes Administration Department; and,

WHEREAS, Laboratory testing services to include, but not limited to, soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, sheer strengths, pavement, roofing; and,

WHEREAS, Provide necessary support equipment to carry out required procedures.

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

SECTION 1. That the agreements for professional engineering services for geotechnical construction, material testing and inspection services yearly contract (RFQ No. 2018-302-2) by and between the City of Lee's Summit, Missouri and Kansas City Testing and Engineering, L.L.C. for the purpose of geotechnical engineering and material testing services, true and accurate copies attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same 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.

BILL NO. 18-

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

ATTEST:

Mayor *W. A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2018

ATTEST:

Mayor *W. A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of I / P
Nancy K. Yendes

**ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
YEARLY CONTRACT (RFQ NO. 2018-302-2)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Kansas City Testing & Engineering, L.L.C. (hereinafter "Engineer/").

WITNESSETH:

WHEREAS, City desires to have on-call engineering services for Geotechnical Engineering, Material Testing and Inspection Services Yearly Contract; and

WHEREAS, Engineer has submitted a proposal for the on-call engineering services and standard hourly rates and expenses to perform said services; and **WHEREAS**, City desires to enter into an agreement with Engineer to perform the services as aforementioned; and

WHEREAS, Engineer represents that it is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to the City on an on-call basis ("On-Call Services"):

1. Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
2. Construction materials testing such as soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
3. Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
4. Laboratory testing such as soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
5. Provide necessary support equipment to carry out required procedures.

Engineer acknowledges this contract will not exclude firms from working with Contractors to perform quality control testing. As such, the City will award the contract to two firms to avoid any conflict of interest between the City and Contractor and to ensure adequate coverage when the City has multiple projects underway. Which firm is contacted to perform work on any given project shall be at the sole discretion of the City. Under no circumstance will the City select the same firm providing quality control testing for the contractor.

**ARTICLE II
SERVICES TO BE PROVIDED BY ENGINEER BY MODIFICATION OR
MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Engineer to provide professional engineering services beyond those services authorized in Article I above. In the event Engineer is engaged to provide additional services, City and Engineer shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Engineer and City, (b) compensation to the Engineer for services to be provided, (c) required deliverables or products from the Engineer to the City, and (d) completion times for said services. The compensation to be paid Engineer pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Engineer first entering into a written modification.

**ARTICLE III
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Engineer shall provide a monthly written statement of all On-Call Services provided in the preceding month to the City's Construction Manager.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Engineer through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.

C. If so requested by Engineer, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Purchase Order Number issued by the City, if applicable.
4. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
5. Report of monthly progress describing the services completed to date and projected completion time for the work.
6. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. The agreement will automatically renew unless the City or the engineer at their discretion chose to terminate, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or any renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Engineer shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI INSURANCE

A. CERTIFICATE OF INSURANCE

The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer 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 Engineer's contract price.

B. NOTICE OF CLAIM

The Engineer 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 Engineer 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 Engineer'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 Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. 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 Engineer.

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Engineer shall either:

Cover all sub-consultants in the Engineer's liability insurance policy or,

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

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

Any Engineer 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 Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

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

H. AUTOMOBILE LIABILITY

Policy shall protect the Engineer 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:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

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

I. WORKERS' COMPENSATION

This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer 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

J. 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 Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer'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 Engineer.
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 Engineer 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.

**ARTICLE VII
 MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Engineer and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

- F. SUBLETTING ASSIGNMENT OR TRANSFER: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- H. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- I. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- J. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or sub consultants, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto to the extent permitted by the Constitution and the Laws of the State of Missouri.
- K. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- L. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- M. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- N. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.

- O. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional Engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- Q. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- R. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- S. **ANTI-DISCRIMINATION CLAUSE:** Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- T. **DELAY IN PERFORMANCE:** Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- U. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

V. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Construction Manager
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Kansas City Testing & Engineering, L.L.C.
1308 Adams Street
Kansas City, KS 66103

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Brian Head, City Attorney

ENGINEER:

BY: _____
TITLE: _____

ATTEST:



EXHIBIT A

Unit Rate Schedule

City of Lee's Summit, Missouri

GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES YEARLY CONTRACT

FY 2018

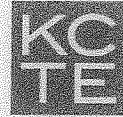


EXHIBIT A Page 1

UNIT RATES - LEE'S SUMMIT, MISSOURI ANNUAL CONTRACT

Effective For FY 2018 Contract

Construction Materials Testing Field Services

Senior Technician (Special Inspection or MoDOT)		\$54.00/hr
Technician Concrete, Soil and Asphalt Testing		\$50.00/hr
Structural Steel Technician		\$85.00/hr
CWI		\$90.00/hr
Nuclear Density Gauge		\$25.00/day
2-man Coring Crew		\$100.00/hr
Field Engineer/Geologist		\$85.00/hr
Project Manager (by request only)		\$95.00/hr
Senior Engineer P.E. (by request only)		\$125.00/hr
Vehicle Charge (within Lee's Summit)		\$30.00
Vehicle Charge (outside Lee's Summit)		.65/mile
Floor Slab RH Testing - ICRI Certified	5 probes or fewer	\$150/ea
Floor Slab RH Testing - ICRI Certified	More than 5 probes	*
CaCL Vapor Emission Testing Kits/with pH		\$55.00/ea
CaCL Vapor Emission Testing - ICRI Certified Tech		\$52.00/hr
Gmax Athletic Field Turf Testing	per field/per testing episode	\$575.00/ea
Professional Engineer or Geologist (P.E. or P.G.)	for consulting	\$105.00/hr
Senior Engineer P.E. (by request only)	for consulting	\$135.00/hr
Project Management, Supervision, Reporting	Percentage of other fees	12%**
* Available on request. Cost per probe less at higher volume		
** Applies to field and laboratory work not related to geotechnical reports		

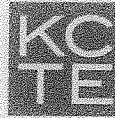


EXHIBIT A Page 2

UNIT RATES - LEE'S SUMMIT, MISSOURI ANNUAL CONTRACT

Effective for FY 2018 Contract

Construction Materials Testing Laboratory Services

Concrete and Masonry

Compressive Strength of 4" x 8" Cylinder	ASTM C39	\$15.00/ea
Compressive Strength of Concrete Cores	ASTM C42	\$26.00/ea
Compressive Strength of Grout 3" x 6" prism	ASTM C1019	\$26.00/ea
Compressive Strength of 2" Cube	ASTM C270	\$16.00/ea
Compressive Strength and Dimensions of CMU	ASTM C140	\$52.00/ea
Net Area, Unit Weight and Absorption of CMU	ASTM C140	\$52.00/ea
Compressive Strength of CMU Prisms (ungrouted)	ASTM C1314	\$75.00/ea
Freeze Thaw of Limestone Prisms	Cutting not included	\$200.00/test
Freeze/Thaw	ASTM C666	\$2500.00/set
Soil and Aggregate		\$125.00/hr
Standard Proctor Test	ASTM D 698	\$180.00/ea
Atterberg Limits	ASTM D4318	\$85.00/ea
Standard Proctor - Fly Ash or Lime Treated (Delay)	ASTM D 698	\$200.00/ea
Relative Density	ASTM D4253/4254	\$200.00/ea
Grain Size Analysis (Through #200)	ASTM C136	\$85.00/ea
Grain Size Analysis - Hydrometer and Sieve	ASTM D422	\$200.00/ea
LA Abrasion	ASTM C131	\$150.00/ea
Soundness	ASTM C88	\$200.00/ea
Light Weight Particles	ASTM C123	\$85.00/ea
Flat and Elongated	ASTM D4791	\$85.00/ea
ASR Testing	ASTM C1260/1567	\$750.00/ea
#200 Wash	ASTM D1140 or C117	\$15.00/ea
Asphaltic Concrete		
Core Density	ASTM D2726	\$26.00/ea
Binder Content and Gradation	ASTM D6307	\$160.00/ea
Marshall Density, Stability, Flow	ASTM D1559	\$140.00
Theoretical Max Density	Rice	

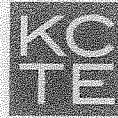


EXHIBIT A Page 3

UNIT RATES - LEE'S SUMMIT, MISSOURI ANNUAL CONTRACT

Effective for FY 2018 Contract

Laboratory Testing - Soil Mechanics

Moisture Content	ASTM D 2216	\$5.00
Moisture Content & Bulk Density	ASTM D 2216 & D 2937	\$10.00
Atterberg Limits (3 points)	ASTM D 4318	\$85.00
Shrinkage Limit	ASTM D 4318	\$65.00
Specific Gravity - soil	ASTM D 4943	\$50.00
Grain Size Analysis, 3-inch to <No. 200 sieve	ASTM D 6913	\$85.00
Grain Size Analysis, 3/4-inch to <No. 200 sieve	ASTM D 6913	\$65.00
Grain Size Analysis, % fines, <No. 200 sieve only	ASTM 1140	\$50.00
Hydrometer Analysis	ASTM D 422	\$200.00
Organic Matter Content	ASTM D 2974	\$50.00
Hydraulic Conductivity (soil) - Falling Head	ASTM D 5084	\$350.00
Hydraulic Conductivity (soil) - Constant Head	ASTM D 2434	\$400.00
Consolidation Test	ASTM D 2435	\$325.00
Swell/Settlement Consolidation Test, Method A	ASTM D 4546	\$400.00
Swell/Settlement Consolidation Test, Method B	ASTM D 4546	\$100.00
Swell/Settlement Consolidation Test, Method C	ASTM D 4546	\$425.00
Denver Swell (modified Chen Method)	Pre-2008 D 4546 Method B	\$125.00
Unconfined Compressive Strength Test-soil	ASTM D 2166	\$65.00
Unconfined Compressive Strength Test-rock (peak)	ASTM D 7012, Method C	\$85.00
Triaxial Shear - Unconsolidated Undrained (per point)	ASTM D 2850	\$175.00
Triaxial Shear - Consolidated Undrained (per point)	ASTM D 4767	\$400.00
Triaxial Shear - Consolidated Drained (per point)	USACOE Method	\$600.00



EXHIBIT A Page 4

UNIT RATES - LEE'S SUMMIT, MISSOURI ANNUAL CONTRACT

Effective for Fiscal Year 2018

Geotechnical Services

Senior Engineer	hour	\$135.00
Project Engineer	hour	\$110.00
Staff/Field Engineer	hour	\$85.00
Senior Geologist	hour	\$100.00
Project Geologist	hour	\$80.00
Staff/Field Geologist	hour	\$65.00
Mobilization of Drilling Equipment (w/in 100 miles RT)	lump sum	\$400.00
Drill Crew and Rig Standby	hour	\$150.00
Boring Layout	hour	\$100.00
Drill Crew Per Diem	each	\$200.00
Soil Drilling and SPT Sampling - 0' to 20'	foot	\$11.00
Soil Drilling and SPT Sampling - 21' to 40"	foot	\$12.00
Soil Drilling and SPT Sampling - 41' to 60'	foot	\$14.00
Soil Drilling and SPT Sampling - 61' to 80'	foot	\$17.00
Soil Drilling and SPT Sampling - 81' to 100'	foot	\$21.00
Shelby tube sample	each	\$12.00
Auger Probe - no sampling - 0' to 30'	foot	\$9.00
Auger Probe - no sampling - 31' to 60'	foot	\$10.00
Auger Probe - no sampling - 61' to 90'	foot	\$12.00
Pavement Core and Patch	each	\$75.00
Mud Rotary Drilling Set Up	each	\$85.00
Mud Rotary Drilling - 0' to 20'	foot	\$13.00
Mud Rotary Drilling - 21' to 40'	foot	\$15.00
Mud Rotary Drilling - 41' to 60'	foot	\$17.00
Mud Rotary Drilling - 61' to 80'	foot	\$20.00
Mud Rotary Drilling - 81' to 100'	foot	\$23.00
Rock Coring Set Up	each	\$85.00
Rock Coring - NQ size - 0' to 20'	foot	\$34.00
Rock Coring - NQ size - 21' to 40'	foot	\$36.00
Rock Coring - NQ size - 41' to 60'	foot	\$38.00
Rock Coring - NQ size - 61' to 80'	foot	\$42.00
Rock Coring - NQ size - 81' to 100'	foot	\$46.00
Grout boreholes	foot	\$6.00
Temporary Piezometer	each / foot	\$150 / \$13
Settlement Monitoring Device Installation	each / foot	\$250 / \$10
Field Resistivity (Werner 4-Pin Method)	location	\$200.00
Field Vane Shear Testing	each	\$50.00

REQUEST FOR QUALIFICATIONS for GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES YEARLY CONTRACT RFQ NO. 2018-302

The City of Lee's Summit is requesting electronically submitted Statements of Qualifications for the above-referenced project.

Interested firms **must** upload their Statement of Qualifications into the Public Purchase E-procurement system prior to the closing date of **March 23, 2018, 5:00 PM (Central Daylight Savings Time)**

**City of Lee's Summit, Public Work Engineering
Attention: George Binger, City Engineer/Deputy Director
220 S.E. Green Street
Lee's Summit, MO 64063
816-969-1800**

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 closing date and time of this RFQ. All addendums must be signed and included with electronic submittal.

Interested firms, or groups of firms, should prepare a response that addresses the following information:

- Experience and availability of key personnel;
- Experience on similar projects;
- Project Approach/Work Plan; and
- Critical Issues and Approaches to Solutions.

The submittals must be double-sided on standard letter-size paper (8.5" x 11") having a minimum font size of eleven (11) points and is no more than three (3) actual sheets of paper in length. Each of the three sheets of paper shall be numbered front and back as page one (1) through six (6). Up to two (2) additional double-sided sheets of paper, numbered front and back as page one (1) through four (4), may be submitted in an attached appendix and may be up to 11" x 17" in size. In addition, a single-sided **one page cover letter** should be submitted, **which includes the name, title, email address and phone number of the point of contact person** for the engineer. The required signed Work Authorization Affidavit and the E-Verify program's Memorandum of Understanding must be included in your submittal; however they are not part of the maximum page requirement. A selection committee will evaluate the submittals based on the above criteria and notify two selected firms. **At this time the City does not anticipate holding interviews; however we reserve the right to if deemed necessary after all submittals are reviewed.**

This contract will not exclude firms from working with Contractors to perform quality control testing. As such, the City will award the contract to two firms to avoid any conflict of interest between the City and Contractor and to ensure adequate coverage when the City has multiple projects underway. Which firm is contacted to perform work on any given project shall be at the sole discretion of the City. Under no circumstance will the City select the same firm providing quality control testing for the contractor.

The selected firms will be expected to sign the City of Lee's Summit's standard contract. For a copy of the standard contract, please contact the Project Manager listed below. If the Consultant team is unable to sign the contract, or requests modifications, please indicate so briefly in the cover letter and submit a separate letter detailing any issue(s) with the standard contract.

Schedule

Electronically Submitted Statement of Qualifications Due:	March 23, 2018 5:00 PM CDT
Selection Committee Meeting:	March 28, 2018
Firms Notified for Selection:	March 30, 2018

General Scope of Services

The City of Lee's Summit is seeking submittals from qualified firms/providers to provide Geotechnical and Materials Engineering Services to establish a yearly contract on an as needed basis. Respondents must be capable of providing the services of a certified lab and certified technicians in accordance with the Missouri LPA Manual.

Potential services will include but not be limited to the following activities:

- Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
- Construction materials testing such as soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
- Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
- Laboratory testing such as soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
- Provide necessary support equipment to carry out required procedures.

Questions

For questions regarding this project, please contact:

Michael Anderson, Construction Manager

Public Works Department
City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063
Phone: (816) 969-1800

Email: Michael.Anderson@cityofls.net

This Request for Qualifications (RFQ) is an invitation by the City for interested Design Professionals to submit qualifications, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid. Submittal of qualifications does not create any right in or expectation to a contract with the City. The City reserves the right to reject any and all RFQ's.

Section 285.530, RSMo, affects all services provided in excess of \$5,000.00. This Section refers to the prohibition of employment of unauthorized aliens and requires participation in a Federal work authorization program. This law went into effect on January 1, 2009.

You are required to fill out and return with your submittal of qualifications the enclosed Work Authorization Affidavit and provide documentation evidencing current enrollment in a federal work authorization Program, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding, The required documentation must be from the federal work authorization program provider. Letters from contractors reciting compliance is not sufficient. E-verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the Contractor.

Project No. _____

**CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009**

County of _____)
) ss.
State of _____)

My name is _____. I am an authorized agent of _____
("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees
working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not
knowingly employ any person who is an unauthorized alien in connection with the services being
provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City
of Lee's Summit, Missouri or enter into a contract with a subcontractor that knowingly employs or
contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

SEAL

