



The City of Lee's Summit
Final Agenda
Public Works Committee

Tuesday, December 19, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS
5. APPROVAL OF ACTION LETTER
 - A. [2017-1634](#) Approval of the October 17, 2017 Action Letter
6. BUSINESS
 - A. [TMP-0703](#) AN ORDINANCE AMENDING CHAPTER 34, STORMWATER DISCHARGE CONTROL REGULATIONS, TO BE IN COMPLIANCE WITH STATE REGULATIONS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM.

Presenter: Presenter: George Binger, P.E., Deputy Director of Public Works/City Engineer
 - B. [TMP-0752](#) AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT NO. 697DCM-18-L-00034 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) PROVIDING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) OWNED NAVIGATION, COMMUNICATION, AND WEATHER AIDS FOR THE SUPPORT OF AIR TRAFFIC OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO ENTER INTO TO SAID AGREEMENT FOR THE SAME FOR A PERIOD OF 20 YEARS.

Presenter: Presenter: John Ohrazda, Airport Manager
 - C. [TMP-0740](#) AN ORDINANCE AWARDED BID NO. 47632185 FOR NORTHWEST QUADRANT T-HANGARS DEVELOPMENT - PHASE I IN THE AMOUNT OF \$2,152,856.05 TO B. DEAN CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

Presenter: Presenter: Bob Hartnett, Deputy Director

- D. [TMP-0754](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 9 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$92,093.00 FOR THE CONSTRUCTION PHASE OF NORTHWEST QUADRANT T-HANGAR DEVELOPMENT - PHASE 1.

Presenter: Presenter: Bob Hartnett, Deputy Director

- E. [TMP-0739](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 8 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$165,310.00 FOR THE DESIGN AND BIDDING DOCUMENTS FOR THE NEW FUEL FACILITY DEVELOPMENT.

Presenter: Presenter: Bob Hartnett, Deputy Director

- F. [TMP-0767](#) AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: George Binger, PE, Deputy Director/City Engineer

- G. [2017-1652](#) 2017 CIP Sales Tax Prioritization of Projects and Programs

Presenter: Presenter: Michael Park, City Traffic Engineer

7. ROUNDTABLE
8. ADJOURNMENT

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 #: 2017-1634, **Version:** 1

Approval of the October 17, 2017 Action Letter

Issue/Request:

Approval of the October 17, 2017 Action Letter.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated October 17, 2017.



The City of Lee's Summit

Action Letter

Public Works Committee

Tuesday, October 17, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

The October 17, 2017 Public Works Committee meeting was called to order by Vice-Chairman DeMoro, at 5:30 p.m. at City Hall, 220 SE Green St, in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

2. ROLL CALL

Present: 4 - Councilmember Rob Binney
Councilmember Diane Seif
Alternate Diane Forte
Vice Chair Fred DeMoro

Absent: 1 - Chairperson Craig Faith

3. APPROVAL OF AGENDA

A motion was made by Councilmember Binney, seconded by Alternate Forte, to approve the agenda as posted. The motion carried by a unanimous vote.

5. PUBLIC COMMENTS

None

4. APPROVAL OF ACTION LETTER

- A. [2017-1479](#) Approval of the August 15, 2017 Action Letter

A motion was made by Councilmember Binney, seconded by Councilmember Seif, to approve the August 15, 2017 Action Letter as submitted. The motion carried by a unanimous vote.

6. BUSINESS

- A. [BILL NO. 17-232](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN DOWNTOWN LEE'S SUMMIT MAIN STREET INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO PORTIONS OF THE CITY'S

RIGHTS-OF-WAY WITHIN DOWNTOWN LEE'S SUMMIT. (PWC 10-17-17)

A motion was made by Councilmember Binney, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.

- B. [BILL NO. 17-233](#) AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS VARIOUS ROUTES, VARIOUS COUNTIES, JOB J4P3214B, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 10-17-17)

A motion was made by Alternate Forte, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.

- D. [BILL NO. 17-228](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATE BLOCK GRANT AGREEMENT, BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$6,234,005.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 10-17-17)

A motion was made by Councilmember Binney, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.

- E. [BILL NO. 17-229](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 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 \$346,333.00 TO RELOCATE, CONSTRUCT AND EXTEND TAXIWAY A, TAXIWAY LIGHTING AND SIGNAGE AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 10-17-17)

A motion was made by Councilmember Binney, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.

Public Works Committee

Action Letter

October 17, 2017

- F. [BILL NO. 17-231](#) AN ORDINANCE AWARDING BID NO. 17032172 TAXIWAY A RELOCATION AND EXTENSION IN THE AMOUNT OF \$6,042,123.06 TO MIDWEST HEAVY CONSTRUCTION LLC. AND AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME. (PWC 10-17-17)

A motion was made by Councilmember Binney, seconded by Alternate Forte, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.

- G. [BILL NO. 17-230](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 7 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$503,453.17. (PWC 10-17-17)

A motion was made by Councilmember Binney, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote..

- H. [BILL NO. 17-234](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF KANSAS CITY, MISSOURI TO CITY OF LEE'S SUMMIT, MISSOURI FOR THE CONSTRUCTION OF LEE'S SUMMIT ROAD IMPROVEMENTS FROM GREGORY BOULEVARD EXTENDING SOUTH TO THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 10-17-17)

A motion was made by Councilmember Seif, seconded by Councilmember Binney, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous vote.

7. ROUNDTABLE

Mayor Pro Temp Binney asked about prioritizing Capital Improvement Projects (CIP). Ms. Dena Mezger, Director of Public Works, reported that a presentation of the process to select CIP projects will be presented to City Council on Nov. 2, and the Public Works Committee will then begin prioritizing the list of projects. General discussion ensued.

Ms. Mezger gave the Committee a list of potential stormwater utility stakeholders.

8. ADJOURNMENT

The October 17, 2017 Public Works Committee meeting was adjourned by Vice-Chairman DeMoro at 6:02 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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Packet Information

File #: TMP-0703, **Version:** 1

AN ORDINANCE AMENDING CHAPTER 34, STORMWATER DISCHARGE CONTROL REGULATIONS, TO BE IN COMPLIANCE WITH STATE REGULATIONS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM.

Issue/Request:

Approval of AN ORDINANCE AMENDING CHAPTER 34, STORMWATER DISCHARGE CONTROL REGULATIONS, TO BE IN COMPLIANCE WITH STATE REGULATIONS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM.

Key Issues:

- The City's new permit from MDNR/EPA requires changes to the City's Code
- Proposed changes meet the requirements for compliance with permit conditions
- Other changes are clarifications including City positions responsible for monitoring and enforcement.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AMENDING CHAPTER 34, STORMWATER DISCHARGE CONTROL REGULATIONS, TO BE IN COMPLIANCE WITH STATE REGULATIONS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM.

Background:

Chapter 34 of the City's Code of Ordinances addresses illicit discharge detection and elimination as required by City's State Operating Permit. The ordinance currently includes chlorine concentrations for private pool discharges and a range of pH discharge values that do not comply with the current State of Missouri's Effluent Regulations and Water Quality Standards found in 10 CSR 20-7.015 and 7.031. Therefore, Chapter 34 has been revised to correct those values.

Other revisions to Chapter 34 include correcting the title of the Director of Development Services and revising the language to clarify the requirements of the illicit discharge detection and elimination portion of the City's State Operating Permit.

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

Recommendation: Staff recommends approval of proposed amendments to Chapter 34 set out in the proposed Ordinance.

File #: TMP-0703, **Version:** 1

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-

AN ORDINANCE AMENDING CHAPTER 34, STORMWATER DISCHARGE CONTROL REGULATIONS, TO BE IN COMPLIANCE WITH STATE REGULATIONS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM.

WHEREAS, in November 2013, the Missouri Department of Natural Resources (MDNR) issued a letter to the City indicating that the City was not in compliance with its State Operating Permit under the NPDES Program; and,

WHEREAS, the City Staff has worked diligently to bring the City into compliance with the change in regulations and permit requirements and the revision of Chapter 34 to be consistent and in compliance with the City's State Operating Permit and the State of Missouri's Effluent Regulations and Water Quality Standards located at 10 CSR 20-7.015 and 7.031; and,

WHEREAS, the City is desirous of adopting Code provisions which are consistent with, and advance, State objectives with respect to water quality standards.

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

SECTION 1. That Chapter 34, Stormwater Discharge Control Regulations is here by amended to read as set out on Exhibit "A" to this Ordinance, wherein deletions and additions of language are shown, and said Exhibit "A" is hereby incorporated by reference as if fully set forth herein.

SECTION 2. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any language, act or ordinance repealed hereby. Nor shall any existing right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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

SECTION 5. That it is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Lee's Summit, Missouri and shall be numbered as set out on Exhibit "A" or as the Codifier of the City's Code shall assign that are consistent with the intent of this Ordinance.

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

BILL NO. 17-

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes

EXHIBIT A

Note language to be added is underscored. Language to be removed is shown as ~~stricken~~. . No other sections or language in Chapter 22.5 or Chapter 34 are intended to be amended or modified by this Council action except as shown on this Exhibit.

Chapter 34 - STORMWATER DISCHARGE CONTROL REGULATIONS

Sec. 34-1. - Title and authority.

This chapter shall be known as the Lee's Summit, Missouri Stormwater Discharge Control Regulations and may be cited as "Stormwater Regulations" or "Stormwater Discharge Control Regulations". The Director of Public Works and the Director of ~~Codes Administration~~ Development Services shall be responsible for the administration and enforcement of this chapter, with the Director of Public Works administering violations ~~of this chapter~~ occurring on City owned Right-of-Way and the Director of ~~Codes Administration~~ Development Services administering violations ~~of this chapter~~ occurring on private property. The term "Director", as used in this chapter, refers to both the Director of Public Works and/or the Director of Development Services. ~~Codes Administration~~.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-2. - Purpose.

- A. The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of Lee's Summit, Missouri through the regulation of stormwater and non-stormwater discharges to the City's storm drainage system, also known as the municipal separate storm sewer system (MS4), to the maximum extent practicable as required by federal and state law. This Chapter establishes methods for controlling the introduction of pollutants into the MS4 in order to comply with the requirements of the The Federal National Pollutant Discharge Elimination System (NPDES) permit process and state water quality standards require that the City establish regulations governing discharges into protected waters of the state.
- B. The objectives of this chapter are:
1. To regulate the contribution of pollutants to the MS4 storm drainage system from stormwater discharges by any user;
 2. To prohibit illicit connections and pollutant discharges to the MS4 storm drainage system;
 3. To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this chapter.

4. To limit discharges into the ~~MS4 storm drainage system in order to help~~ ensure that:
 - a. Waters shall be free from substances in sufficient amounts to cause the formation of putrescent, unsightly or harmful bottom deposits, or prevent full maintenance of beneficial uses;
 - b. Waters shall be free from oil, scum and floating debris in sufficient amounts to be unsightly or prevent full maintenance of beneficial uses;
 - c. Waters shall be free from substances in sufficient amounts to cause unsightly color or turbidity, offensive odor or prevent full maintenance of beneficial uses;
 - d. Waters shall be free from substances or conditions in sufficient amounts to result in toxicity to human, animal or aquatic life;
 - e. There shall be no significant human health hazard from incidental contact with the water;
 - f. There shall be no acute toxicity to livestock or wildlife watering;
 - g. Waters shall be free from physical, and chemical changes (including intentional color alterations) or hydrologic changes that would impair the natural biological community;
 - h. Waters shall be free from used tires, car bodies, appliances, demolition debris, used vehicles or equipment and solid waste as defined in Missouri's Solid Waste Law, RSMo 260.200, except as the use of such materials is specifically permitted pursuant to RSMo 260.200—260.247;
5. Other specific discharge objectives applicable to this chapter are as specified in ~~MODNR~~ 10 CSR 20.7 and 40 CFR 405-471, as applicable, incorporated by reference herein.
6. If receiving waters are listed on the Section 303(d) list of impaired water bodies, discharge limitations may be subject to specific Total Maximum Daily Load (TMDL) studies discharge criteria.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-3. - Abbreviations.

For the purposes of this chapter, the following abbreviations shall have the designated meanings:

BMP — Best Management Practice

CFR — Code of Federal Regulations

CWA — Clean Water Act

EPCRA — Emergency Planning and Community Right-to-Know Act

ELG — Effluent Limitation Guidelines

EPA — United States Environmental Protection Agency

MDNR — Missouri Department of Natural Resources

MS4 — Municipal Separate Storm Sewer System(also referred to as the City's storm drainage system)

NOI — Notice of Intent

NPDES — National Pollutant Discharge Elimination System

NPS — Non-Point Source

SARA — Superfund Amendments and Reauthorization Act of 1986

SWPPP — Stormwater Pollution Prevention Plan

TMDL — Total Maximum Daily Load

TSS — Total Suspended Solids

USC — United States Code

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-4. - Definitions and rules of construction.

A. Definitions. Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

Agricultural stormwater runoff means any stormwater runoff from orchards, cultivated crops, pastures, range lands, and other non-point source agricultural activities, but not discharges from concentrated animal feeding operations as defined in 40 CFR Section 122.23 or discharges from concentrated aquatic animal production facilities as defined in 40 CFR Section 122.24.

Aquifer means a subsurface water-bearing bed or stratum, which stores or transmits water in recoverable quantities that is currently being used or could be used as a water source for private or public use. It does not include water in the Vadose Zone.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

City means the City of Lee's Summit, Missouri.

Clean Water Act means the ~~Federal~~ Water Pollution Control Act (33 U.S.C. 1251 et seq.), and any subsequent amendments thereto.

Contaminated means containing a harmful quantity of any substance.

Contamination means the presence of or entry into the City's water supply system, the MS4, ~~Waters~~ waters of the state, or ~~Waters~~ waters of the United States of any substance, which may be deleterious to the public health and/or the quality of the water.

Construction activity means activities subject to NPDES Construction Permits, MDNR Land Disturbance Permits, or City Land Disturbance Permits. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Dechlorinated water means water containing not more than ~~one milligram~~ two micrograms per liter of chlorine.

Director means the Director of Public Works and/or Director of ~~Codes Administration~~ Development Services for the City of Lee's Summit, Missouri or designated agents thereof.

Discharge means material directly or indirectly released to the MS4 or the act of releasing material directly or indirectly to the MS4 or to a watercourse within the boundaries of the City.

Discharger means any person that discharges to the MS4.

Facility means any building, property, parcel, or activity, including all construction sites, required by the ~~Federal~~ Clean Water Act to have a permit ~~to~~ for the discharge of stormwater.

Fecal coliform bacteria means a group of bacteria originating in intestines of warm blooded animals which indicates the possible presence of pathogenic organisms in water.

Fire Code means ~~the "Fire Prevention and Protection" chapter of the City Code, currently codified as~~ Chapter 13 of the Lee's Summit Code of Ordinances, and as amended from time to time.

Fire Department means the Lee's Summit Fire Department ~~of the City of Lee's Summit.~~

Fire protection water means any water, and any substances or materials contained therein, used by the Lee's Summit Fire Department to control or extinguish a fire.

Harmful quantity means the amount of any substance that will cause pollution of the MS4, ~~in~~ of the state, waters of the United States, or that will cause lethal or sub-lethal adverse effects on representative, sensitive aquatic monitoring organisms within the City, upon their exposure to samples of any discharge into waters ~~in~~ of the state, waters of the United States, or the MS4.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

~~High Risk~~ Illicit discharge means any prohibited direct or indirect non-stormwater discharge to the MS4, except as exempted in Section 34.7-B of this Chapter ~~discharge or release from any premises to the storm drainage system that contains or may contain pollutants at concentrations that would cause or contribute to a violation of water quality standards.~~

Illicit connection means any of the following:

1. Any drain or conveyance, whether on the surface or subsurface, which allows an illicit~~prohibited~~ discharge to enter the ~~storm drainage system~~MS4 including, but not limited to, any conveyances which allow any non-stormwater discharge including wastewater, process wastewater, and wash water to enter the ~~storm drainage system~~MS4 and any connections to the ~~storm drainage system~~MS4 from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved ~~by the director.~~
2. Any drain or conveyance connected from a commercial or industrial land use to the ~~storm drainage system~~MS4 which has not been documented in plans, maps, or equivalent records and approved by the director;
3. Any drain or conveyance, whether surface or subsurface that delivers stormwater to the ~~sanitary sewer system~~MS4.
4. Any connection from a roof drain, sump pump, area drain, stairwell drain, or yard drain that delivers stormwater to the ~~building's~~City's sanitary sewer ~~which conveys the building's wastewater and connects to the public sewer) or to the sanitary sewer system unless specifically authorized by the director.~~

Industrial activity means activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b) (14).

Industrial user means any source of discharge into the ~~storm drainage system~~MS4 from hazardous waste treatment, disposal, and recovery facilities; industrial facilities subject to SARA Title III Section 313; and other industrial or commercial facilities that the director determines is contributing or has the potential to contribute a substantial pollutant loading to the ~~storm drainage system~~MS4.

Missouri Clean Water Law means Chapter 644 of the Revised Statutes of Missouri (RSMo) and any subsequent amendments thereto.

Municipal separate storm sewer system (MS4) means ~~publicly~~City-owned facilitiesinfrastructure by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit means a permit issued by EPA (or by MDNR under authority delegated pursuant to 33 USC 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Nonpoint source (NPS) pollution means, ~~in general term,~~ any source of pollution that enters the environment through some means other than a discrete conveyance, such as a pipe from a sewage treatment plant. ~~Nonpoint source pollution is diffuse in character.~~ The ~~main~~primary form of nonpoint source pollution is ~~the polluted~~ adversely-impacted stormwater runoff that collects substances such as fertilizers, sediment, animal waste, motor oil, pesticides, herbicides, trash, etc. as it flows overland drains into streams, rivers, and lakes ~~and estuaries.~~ ~~Runoff occurs when rainwater or snowmelt or irrigation water does not soak into the ground but rather runs off the land or developed surfaces into a body of water. As runoff flows over surfaces, including streets, parking lots, yards, construction sites, farms, and forests, it picks up the things in its path including fertilizers, loose soil (sediment), animal waste, leaking motor oil, chemicals such as pesticides and herbicides, oil, grease, metals, pathogens (bacteria and viruses) and trash. This runoff then drains either directly to a water body or to a storm drain that flows to a water body and carries with it the pollutants it has picked up.~~ Non-stormwater discharge means any release or discharge to the ~~storm drainage system~~MS4 that contains pollutants or hazardous materials or that is a high risk discharge is not composed entirely of stormwater.

Occupant means any individual living or sleeping in a building; or having possession of a space within a building.

Operator means the person or persons that either individually or together have operational control over ~~the~~ a site or facility and ~~the~~any activities necessary to ensure compliance with a SWPPP and/or any sitemandatory permit conditions.

Owner means the person possessing exclusive rights and control over a property, which may be an object, land/real estate, or ~~some~~ other kind of property. It is embodied in an ownership right also referred to as title.

Person means any individual, association, organization, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity acting as either the owner or the owner's agent, ~~or their legal representataives, agents or assigns.~~

pH means the logarithm to the base ten (10) of the reciprocal of the concentration in grams per liter of hydrogen ions; a measure of the acidity or alkalinity of a solution, expressed in standard units. With seven (7) being neutral, the range of six (6) to nine (9) standard units will be maintained ~~is expected~~ for stormwater runoff ~~sith seven (7) being neutral.~~

Point source means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

Pollutant means any substance introduced into the environment that causes or contributes to pollution, adversely affects the usefulness of a resource or the health of humans, animals, or ecosystems, or that has the potential to violate water quality standards. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-

hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; biological materials, radioactive materials, ~~heat~~ animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Pollution means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any MS4, waters of the state, or water of the United States, that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Premises mean any building, lot, parcel of land, or portion of land whether improved or unimproved, including adjacent sidewalks and parking strips.

~~Prohibited discharge means any direct or indirect non-stormwater discharge to the storm drainage system, except as exempted by this chapter.~~

Property means any land ~~owned by the City or any other person and~~ located within the City limits, including parks, but not including public right-of-way such as streets and highways.

Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into ground-water, subsurface soils, surface soils, the MS4, waters of the state, or waters of the United States.

SARA: Superfund Amendments and Reauthorization Act of 1986. The Emergency Planning and Community Right-to-Know Act (also known as EPCRA or SARA Title III) provisions has four major sections: emergency planning (Sections 301—303), emergency release notification (Section 304), community right-to-know reporting requirements (Sections 311—312), and toxic chemical release inventory (Section 313). ~~Information from these four (4) reporting requirements will help states and communities develop a broad perspective of chemical hazards for the entire community as well as for individual facilities~~

Section 303(d) list means a state developed list of specific impaired waters, required by the federal Clean Water Act (40 CFR 130.7, Section 303(d)), and issued by the State of Missouri.

State means the State of Missouri.

Storm drainage syste, ~~means the combined network of the MS4 and those portions of the public and private infrastructure naturally occurring or constructed to convey, detain, or treat stormwater.~~ also known as MS4, means a combined network of City infrastructure, and in some cases portions of private infrastructure, by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and man-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow melt.

Stormwater Pollution Prevention Plan (SWPPP) means a document which describes best management practices (BMPs) and activities to be implemented by a person or business to identify sources of pollution or contamination at a site or facility and the actions to eliminate or reduce pollutant discharges to stormwater, ~~the storm drainage system~~ MS4, or receiving waters to the maximum extent practicable.

Total maximum daily load (TMDL) studies determine the allowable amounts of a Section 303(d) listed pollutant that can be discharged to a Section 303(d) listed body of water and still be protective of all applicable water quality standards.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility or premises.

Watercourse means any surface drainage way, natural or manmade, including any creek, culvert, ditch, stream or river which carries stormwater.

Waters of the state means all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state of Missouri which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two (2) or more persons jointly or as tenants in common. These waters also include waters of the United States lying within or adjacent to the state of Missouri.

Waters of the United States means all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

Wetlands means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and ~~that~~ under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs~~and similar areas~~. This definition is intended to be consistent with ~~both the United States Army Corps of Engineers 33 CFR 328.3(b) and 40 CFR 232.2(r)~~.

B. Rules of construction. Unless the context specifically indicates otherwise, the construction of terms used in this chapter shall be as follows:

1. "Shall" is mandatory; "may" is permissive or discretionary.
2. The singular shall be construed to include the plural, and the plural shall include the singular as indicated by the context.
3. The masculine shall be construed to include the feminine.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-5. - Applicability and administration.

- A. This chapter shall apply to all water entering the MS4 generated on any developed and undeveloped lands ~~discharges to the municipal storm drainage system~~ unless explicitly exempted by the director.
- B. The director shall administer, implement, and enforce the provisions of this chapter. Any powers granted to the director or any duties of the director may be delegated by the director to agents or employees of the City of Lee's Summit, Missouri.
- C. The director may require by written notice that a person responsible for an illicit connection to the storm sewer system comply with the requirements of this article to eliminate or secure approval for the connection by a specified date, regardless of whether the connection or discharges to it had been established or approved prior to the effective date of this chapter. If subsequent to eliminating a connection found to be in violation of this chapter, the responsible person can demonstrate that an illegal discharge will no longer occur, said person may request City approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible person's expense.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-6. - Minimum standards.

- A. The standards set forth herein and promulgated pursuant to this chapter are minimum standards. Compliance with this chapter does not ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.
- B. This chapter or any administrative decision made under it does not exempt any person from any other requirements of this code, state or federal laws, or from procuring any required permits, or limit the right of any person to maintain, at any time, any appropriate action, at law or in equity, for relief or for damages against any person arising from the activity regulated under this chapter.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-7. - Prohibitions.

- A. Prohibited and Illicit Discharges.
 - 1. No person shall discharge or cause to be discharged into the MS4 or watercourses any ~~prohibited discharges~~ materials, including but not limited to, pollutants or waters

containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. No person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, left, or maintained, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, component of the ~~storm drainage system~~ MS4, or waters of the U.S., any refuse, rubbish, garbage, litter, yard wastes, or other discarded or abandoned objects, fluids, articles, and accumulations, so that the same may cause or contribute to pollution. Residential Waste ~~trash placed at curb lines deposited in the streets~~ in proper waste receptacles for the purpose of regular weekly collection and permitted operations at the City of Lee's Summit Resource Recovery Park ~~operations~~ are exempted from this prohibition.

2. No person shall commence, conduct or continue any ~~prohibited-illicit~~ discharge to the ~~storm drainage system~~ MS4 except as described in Section 34-7.B.

B. The following discharges are exempt ~~not prohibited discharges~~ from the prohibitions established in this Chapter:

~~1. Periodic water line flushing or other potable water sources,~~

~~1.2.~~ Landscape irrigation ~~or~~ and lawn watering,

~~3. Diverted stream flows,~~

~~2.4~~ Rising groundwater,

~~3.5. Uncontaminated~~ Groundwater infiltration ~~to storm drains,~~

~~4.6~~ Uncontaminated pumped groundwater, e.g. basement sump pumps that discharge uncontaminated groundwater,

5. Periodic water line flushing or other potable water sources,

6.7 Foundation or footing drainage (not including discharges from active groundwater dewatering systems),

~~8. Discharges from crawl space pumps~~

~~7.9~~ Air conditioning condensation,

~~8.10~~ Springs,

9. Uncontaminated water from crawl space pumps,

10. Natural riparian habitat and wetland flows,

11. Street washing activities using clean, cold water (or hot water with prior permission of the director) that contains no soap, detergent, degreaser, solvent, emulsifier, dispersant, or any other substance.

12. Emergency fire fighting activity flows,

~~13.11. Discharges from non-commercial washing of vehicles~~ Individual residential car washing,

~~12. Natural riparian habitat or wet land flows,~~

~~14.13~~ Dechlorinated residential water from swimming pools flows (excludes filter backwash, in compliance with MDNR NPDES general permit MO-G76000 for swimming pools),

~~14. Water from fire fighting activities,~~

15. Discharges specified in writing by the director as being necessary to protect public health and safety, and

~~16. A discharge or flow from cold water (or hot water with prior permission of the director) used in street washing or cosmetic cleaning that is not contaminated with any soap, detergent, degreaser, solvent, emulsifier, dispersant, or any other harmful cleaning substance.~~

C. Dye testing is an allowable discharge if written notification is provided to the director prior to the time of the test.

D. Any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to ~~the~~ discharger and administered under the authority of EPA is exempt from discharge prohibitions established ~~by~~ in this chapter, provided that such discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the ~~storm drainage system~~ MS4.

E. Illicit Connections.

1. The construction, use, maintenance or continued existence of illicit connections to the ~~storm drainage system~~ MS4 is prohibited.

2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

3. A person is in violation of this chapter if the person connects a line conveying wastewater to the MS4, or allows such a connection to continue.

~~4. A person is in violation of this chapter if the person introduces or causes to be introduced into the MS4 any discharge that is not composed entirely of stormwater.~~

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-8. - Monitoring of discharges.

A. Applicability. This section applies to all discharges to the MS4, including construction activity and industrial activity not covered by an individual NPDES industrial permit.

B. Access to premises and facilities.

1. The director or any designated City staff shall be permitted to enter and inspect facilities subject to regulation under this Chapter as often as may be necessary to determine compliance with this Chapter. If a facility has security measures in force

with require proper identification and clearance before entering into its premises, the facility shall make the necessary arrangements to allow access to City staff.

2. Unreasonable delays in allowing the director or designated City staff access to a facility is a violation of this Chapter.

3.4 All persons shall allow the director, ~~or any designated~~ City employees ~~staff designated by the director,~~ ready access to all parts of any facility, premises or property for the purposes of inspection, sampling, examination, and copying of any records that are maintained as a condition of an NPDES permit or SWPPP or as the result of any legal requirement related thereto, as well as for the performance of any additional duties related to storm water drainage discharge as defined or required by local, state, and federal laws.

C. *Monitoring and Sampling.*

12. The director ~~or any designated City staff~~ shall have the right to conduct, ~~or require a facility to conduct,~~ monitoring or sampling of ~~any~~ facility or premises stormwater discharge before the discharge enters the MS4 storm drainage system.

23. If the director is not allowed to conduct monitoring or sampling of ~~a facility, premises, or a facility, premises, or~~ stormwater discharge from a facility or premises, or has been refused access to any part of the facility from which stormwater discharges and a complaint in writing is filed by the director, any police officer, city attorney or prosecuting attorney of the City, with the Municipal Court of the City, stating that he/she has probable cause to believe there exists in a structure or premises, more particularly described therein, a violation or violations of provisions of this Code and is within the territorial jurisdiction of the City, and if such complaint is verified by the oath or affirmation stating evidential facts from which such judge determines the existence of probable cause, then such judge shall issue a search warrant directed to the authorized person to search the structure or premises therein described for the purposes requested. Such search warrant may be executed and returned only within ten (10) days after the date of its issuance. The person authorized to search shall make a return promptly after concluding the search, and such return shall contain an itemization of all violations of this Code discovered pursuant to such search. Refusal to allow entry upon presentation of a search warrant shall be an ordinance violation. Execution of a search warrant issued under this section shall not be by forcible entry.

~~C. Monitoring of discharges.~~

34. The director may require a ~~discharge~~ facility to install monitoring equipment and conduct sampling of its discharges to the ~~Storm Drainage System~~ MS4 as necessary and in a manner acceptable to the director. Sampling and monitoring equipment installed pursuant to this section shall be maintained at all times in a safe and proper operating condition by the ~~discharge~~ facility at his/her own expense. All devices used to measure stormwater flow and quality shall be calibrated annually or as recommended by equipment manufacturer to ensure their accuracy.

42. ~~When~~ If the director requires a discharge facility to conduct sampling under this Section, all stormwater discharge samples shall be collected in accordance with 40 CFR 122.21(g) (7), as may be amended from time to time, and pollutant analyses shall be performed in accordance with 40 CFR Part 136, as may be amended from time to time. If 40 CFR Part 136 does not specify analytical techniques for the pollutant in question, analyses must be performed in accordance with procedures approved in writing by the director.
53. Any ~~discharge~~ discharge facility required to collect samples and/or perform analyses pursuant to this section shall maintain the following records and information for all such samples and/or analyses:
- a. The date, exact place, method and time of sampling;
 - b. The name(s) of the person(s) collecting the samples;
 - c. The date the analyses were performed;
 - d. The company and person who performed the analyses;
 - e. The analytical protocols, techniques, and methods used; and
 - f. The results of such analyses.
64. The records of any sampling, analyses or monitoring conducted pursuant to this section shall be maintained by the discharge facility for a period of at least three (3) years, unless the discharge facility has been specifically notified of a longer retention period by the director. The three (3) year retention period shall be extended automatically for the duration of any litigation concerning compliance with this chapter.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-9. - Requirement to prevent, control, and reduce stormwater pollutants.

~~Dischargers~~ All facilities shall provide, at their own expense, reasonable protection from accidental illicit discharges ~~of prohibited materials or other pollutant(s)~~ into the ~~storm drainage system~~ MS4 through use of structural and non-structural best management practices (BMPs). Any person responsible for a facility, which is, or may be, the source of an ~~illicit prohibited or high risk~~ discharge or which has an illicit connection, may be required to implement, at said person's expense, additional BMPs to prevent the further discharge of pollutants to the ~~storm drainage system~~ MS4. For those facilities required by state or federal law to have an NPDES stormwater discharge permit, compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-10. - Watercourse protection.

Every person owning property through which a watercourse passes, or such person's agent, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, yard wastes, fluids, and other articles that would pollute, ~~or contaminate,~~ or impede the flow of water. In addition, the owner or agent shall maintain privately owned structures within or adjacent to the watercourse so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-11. - Industrial users without NPDES stormwater discharge permit.

- A. Applicability. The following additional requirements as outlined in Subsections 34-11.B-F ~~and~~ shall apply to all industrial users that do not have an facility-specific NPDES stormwater discharge permit.
- B. Self-monitoring and self-inspections. The director may require industrial users to conduct self-inspections and self-monitoring of stormwater discharges, and provide reports of such activities to the director in a manner deemed appropriate by the director.
- C. Records maintenance and retention. Industrial users shall maintain the following records and shall retain such records for a period of at least three years, unless the ~~discharge~~ facility has been specifically notified of a longer retention period by the director. The three-year retention period shall be extended automatically for the duration of any litigation concerning compliance with this chapter. The following information shall be required:
 1. Date and time, volume and methods of removal and disposal and location of disposal site(s) for solids, sludge, grease, filter backwash, or other pollutants removed in the course of treatment or control of wastewater. Records of receipt by the disposal facility of all such wastes removed from the industrial users premises shall also be maintained and retained;
 2. ~~Materials~~ Safety data sheets, incoming hazardous waste manifests, outgoing hazardous waste manifests, records of sludge and other residual waste disposal, sampling records, analytical reports, production records, purchase records, reports submitted to regulatory agencies and other related records;
 3. Any permit applications, reports, and other records concerning industrial user discharges.
- D. Stormwater Pollution Prevention Plans, SWPPPs. The director may require industrial users to prepare, submit for review and comment, and implement SWPPPs as set forth in this section. The submitted SWPPP shall be modified in accordance with the director's

comments. Review of such plans shall not relieve the industrial user from responsibility for modifying its facility as necessary to meet the requirement of this chapter. Such SWPPP shall address the following items:

1. Description and location of stored chemicals, raw materials and other significant materials;
2. Prevention of exposure of significant materials to precipitation;
3. On-site stormwater treatment;
4. Release prevention, including BMPs for:
 - a. Selection and construction of equipment;
 - b. Equipment operation, maintenance, and inspection procedures;
 - c. Personnel training and supervision; and
 - d. Security measures to prevent vandalism;
5. Spill containment;
6. Procedures for immediate notification as outlined in Section 34-14 to the director of any spill or accidental discharge of significant materials to the ~~storm drainage system~~MS4, and procedures for follow-up written notification;
7. BMPs or Procedures to prevent adverse impacts of any spill. Such procedures include, but are not limited to: inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of ~~plant site~~facility runoff, ~~worker~~ employee training, measures for containing materials, and emergency response procedures and equipment;
8. Such other practices, facilities, or methods as required by the director.

The director may require any owner of a facility to modify the facility's SWPPP if in the best professional judgment of the director, the SWPPP does not comply with the requirements of the facility's NPDES permit to discharge stormwater associated with industrial activity.

Notification of deficiencies in a facility's SWPPP will be in writing and submitted to the facility owner. The director will give the facility operator a reasonable amount of time, not to exceed fifteen calendar days, to make the necessary changes in the SWPPP.

- E. Monitoring and control of discharges. The director may require industrial users to implement BMPs where deemed necessary by the director to achieve the objectives of the City's current NPDES requirements. The director may establish monitoring requirements, pollutant limitations and other restrictions on industrial user discharges to the ~~storm drainage system~~MS4. Such monitoring requirements, pollutant limitations, or other restrictions may be as stringent as or more stringent than requirements set forth in an NPDES permit issued by the State of Missouri or EPA to the industrial user for such

discharge, if deemed necessary by the director to achieve the objectives of the City's stormwater management program.

- F. The City may enter into agreements with other jurisdictions to require an industrial user to sample, obtain information, and monitor and control the quality of indirect discharges to the MS4 from industrial users located outside the City. These agreements may also be negotiated with neighboring jurisdictions for industrial users located within the City.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-12. - Industrial or construction activity discharges.

- A. Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the director prior to the allowing of discharges to the MS4.
- B. Stormwater management for construction activity shall comply with the City Design and Construction manual, as well as applicable state and federal laws, codes, and ordinances.

(Ord. No. 7032, § 1, 5-5-2011)

~~Sec. 34 12. Industrial or construction activity discharge.~~

- ~~A. Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the director prior to the allowing of discharges to the storm drainage system.~~
- ~~B. Stormwater management for construction activity shall comply with the City Design and Construction manual, specifically APWA Section 2150, as well as applicable state and federal laws, codes, and ordinances.~~

(Ord. No. 7032, § 1, 5 5 2011)

~~Sec. 34 13. - Modification of Stormwater Pollution Prevention Plans, SWPPP.~~

- ~~A. The director may require any owner of a facility to modify the facility's SWPPP if in the best professional judgment of the director, the SWPPP does not comply with the requirements of the facility's NPDES permit to discharge stormwater associated with industrial activity.~~
- ~~B. Notification of deficiencies in a facility's SWPPP will be in writing and submitted to the facility owner. The director will give the facility operator a reasonable amount of time, not to exceed fifteen calendar days, to make the necessary changes in the SWPPP.~~

~~(Ord. No. 7032, § 1, 5-5-2011)~~

Sec. 34-14. - Notification of spills.

- A. Notwithstanding other requirements of law, notification must be made as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in prohibited or illicit discharges into stormwater, the ~~storm drainage system~~MS4, or waters of the United States. Said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.

In the event of ~~such~~ a release of hazardous materials said person shall immediately, but no later than two (2) hours after discovery of the release, notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the director in person or by phone ~~or facsimile~~ no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed ~~and mailed~~ to the director within three (3) business days of the ~~phone~~initial notice.

- C. If an illicit ~~the discharge of prohibited materials~~ emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken during cleanup operations and measures to prevent its recurrence. Such records shall be retained for at least three (3) years.
- D. The director shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency. The director is authorized to request such reports as deemed necessary to report upon unusual technical issues that arise.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-15. - Notice of violation.

Whenever the director has determined that a violation of this chapter has occurred on any premises or facility within the City's corporate limits, the director shall serve a written notice of violation upon the owner or occupant having control thereof, or their agent, to abate such violation. The notice of violation shall:

- A. Be in writing.
- B. State the nature of such violation and that such condition constitutes a violation.
- C. Describe the premises or facility or facility where the violation is alleged to exist or to have been committed.

- D. Specify a period for the abatement of the violation and that owner, person, or occupant shall submit documentation of the abatement to the director within that period.
- E. State that, unless such violation is abated without unnecessary delay, it may be abated by the City and the costs of such abatement may be specially assessed and shall be deemed a personal debt against the owner and constitute, to the extent permitted by law, a lien against the premises from which abated.
- F. State that failure, neglect or refusal to abate such violation with the actions necessary for compliance, renders the owner or occupant prosecutable in municipal court the manner set forth in Section 34-18.

Sec. 34-16. - Abatement by City.

For the purposes of this chapter, the director may employ the necessary labor and materials to perform the required work as expeditiously as possible if the owner, person, or occupant fails to abate the contaminant as required.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-17. - Costs of abatement.

Costs incurred in the performance of emergency work shall be paid by the City. The City may institute appropriate action against the person responsible or owner of the premises where the illicit discharge is or was located for the recovery of such costs.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-18. - Prosecution of violation.

If the notice of violation is not complied with, the director may institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful discharge. Violations of this chapter shall also be punishable in the manner set forth in Section 1-13 of the Code of Ordinances.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-19. - Transfer of ownership.

It shall be unlawful for any person or owner who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of to another, or interest in the subject property, until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the director. The person or owner shall furnish to the director a signed and

notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for eliminating the discharge and abatement(s) which may be required by such compliance order or notice of violation.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-20. - Violations deemed a public nuisance.

Any condition caused or allowed to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is hereby declared to constitute a nuisance.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-21. - Remedies not exclusive.

The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the director to seek any available remedy.

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-22. - Severability.

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this chapter shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, and subsection.

(Ord. No. 7032, § 1, 5-5-2011)

Packet Information

File #: TMP-0752, **Version:** 2

AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT NO. 697DCM-18-L-00034 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) PROVIDING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) OWNED NAVIGATION, COMMUNICATION, AND WEATHER AIDS FOR THE SUPPORT OF AIR TRAFFIC OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO ENTER INTO TO SAID AGREEMENT FOR THE SAME FOR A PERIOD OF 20 YEARS.

Issue/Request:

AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT NO. 697DCM-18-L-00034 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) PROVIDING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) OWNED NAVIGATION, COMMUNICATION, AND WEATHER AIDS FOR THE SUPPORT OF AIR TRAFFIC OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO ENTER INTO TO SAID AGREEMENT FOR THE SAME FOR A PERIOD OF 20 YEARS.

Key Issues:

- The FAA operates ten (10) pieces of equipment on the Airport that provide aviators navigation, communication, and weather reporting capabilities.
- The memorandum of agreement provides for the continued operation and maintenance of existing systems for air traffic control, navigation, communication, and weather reporting at the Lee's Summit Municipal Airport for another 20 years.
- Users of the Lee's Summit Municipal Airport rely on the operation and availability of this equipment for safe operations to and from the airport daily.
- The proposed memorandum replaces a previous memorandum approved in 2003.

Proposed Committee Motion: I move to recommend to City Council approval of AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT NO. 697DCM-18-L-00034 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) PROVIDING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) OWNED NAVIGATION, COMMUNICATION, AND WEATHER AIDS FOR THE SUPPORT OF AIR TRAFFIC OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO ENTER INTO TO SAID AGREEMENT FOR THE SAME FOR A PERIOD OF 20 YEARS.

Background:

- The Memorandum of Agreement will replace the Master Site Lease Agreement between the City of Lee's Summit and the United States of America that was approved in 2003.
- Over the last 34 years the FAA has installed and maintained equipment at the Lee's Summit Municipal Airport which has enhanced the safety of aviators who use the facility.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: John Ohrazda, Airport Manager

Recommendation: City staff recommends approval of AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT NO. 697DCM-18-L-00034 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) PROVIDING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) OWNED NAVIGATION, COMMUNICATION, AND WEATHER AIDS FOR THE SUPPORT OF AIR TRAFFIC OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO ENTER INTO TO SAID AGREEMENT FOR THE SAME FOR A PERIOD OF 20 YEARS.

Committee Recommendation: BOAC was unable to take action on this item due to a lack of quorum at their December 11 meeting.

BILL NO. 17-

AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT NO. 697DCM-18-L-00034 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) PROVIDING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) OWNED NAVIGATION, COMMUNICATION, AND WEATHER AIDS FOR THE SUPPORT OF AIR TRAFFIC OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO ENTER INTO TO SAID AGREEMENT FOR THE SAME FOR A PERIOD OF 20 YEARS.

WHEREAS, the Memorandum is a key element in the construction, operation, and maintenance of FAA owned navigation, communication, and weather aids which support air traffic operations at the Lee's Summit Municipal Airport and the FAA is interested in entering into an intergovernmental agreement in the form of a Memorandum of Agreement with the City; and,

WHEREAS, the FAA currently maintains and operates 10 pieces of equipment that support air traffic operations at the Lee's Summit Municipal Airport; and,

WHEREAS, Memorandum of Agreement No. 697DCM-18-L-00034 provides for continued maintenance, operations, support and further development of equipment for the next 20 years that support air traffic operations at the Lee's Summit Municipal Airport.

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 City to enter into a Memorandum of Agreement No. 697DCM-18-L-00034 with the FAA for the continued maintenance, operations, support and further development of equipment for the next 20 years to support air traffic operations at the Lee's Summit Municipal Airport, said Agreement being on file with the Office of the Lee's Summit City Clerk and is hereby incorporated herein by reference as if fully set forth herein.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the Mayor, of a Memorandum of Agreement No. 697DCM-18-L-00034 with the FAA for the continued maintenance, operations, support and further development of equipment for the next 20 years to support air traffic operations at the Lee's Summit Municipal Airport.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trish Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

MEMORANDUM OF AGREEMENT

MOA No. 697DCM-18-L-00034

This agreement is made and entered into by the CITY OF LEE'S SUMMIT, MISSOURI, whose address is 220 Southeast Green, Lee's Summit, Missouri, 64063, hereinafter referred to as SPONSOR, for itself, its successors and assigns, and the FEDERAL AVIATION ADMINISTRATION, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication, and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Lee's Summit Municipal Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (01/12)

It is mutually understood and agreed that the Sponsor requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication, and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Sponsor will allow the FAA to construct, operate, and maintain FAA owned navigation, communication, and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2018 and continuing through September 30, 2038. The FAA can terminate this agreement, in whole or part at any time by giving at least (30) day's notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Lee's Summit Municipal Airport, to be routed reasonably determined to be the

1.3.3 Memorandum of Agreement

CLSA January 2016

OMB Control No. 2120-0595

most convenient to the FAA and as not to interfere with Airport operations. The Sponsor shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the right to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (08/02)

The FAA shall pay the Sponsor no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (04/05)

It is understood and agreed that the use of the herein described premises, known as Lee's Summit Municipal Airport, shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (04/05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities."

5. TITLE TO IMPROVEMENTS (04/05)

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (05/00)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation, and/or maintenance of the FAA's facilities covered by this agreement. The Sponsor agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Sponsor also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly

1.3.3 Memorandum of Agreement

CLSA January 2016

OMB Control No. 2120-0595

attributable to the installation, operation, and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (10/96)

The Sponsor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (10/96)

The Sponsor agrees that any relocation, replacement, or modification of any existing or future FAA navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Sponsor, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (10/96)

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Sponsor.

10. NOTICES (10/96)

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

SPONSOR:

City of Lee's Summit, Missouri
220 Southeast Green Street
Lee's Summit, MO 64063

GOVERNMENT:

DOT/Federal Aviation Administration
Real Estate & Utilities Group, ALO-720
10101 Hillwood Parkway
Fort Worth, TX 76177

11. PREVIOUS LEASE(S)/AGREEMENT(S)

This agreement supersedes Land Lease number **DTFACE-04-L-42911**. Land Lease **DTFACE-04-L-42911** is hereby terminated.

1.3.3 Memorandum of Agreement

CLSA January 2016

OMB Control No. 2120-0595

12. CLAUSES INCORPORATED BY REFERENCE (7/14)

This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the full text will be provided by the Real Estate Contracting Officer.

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (7/14)

13. SIGNATURES (04/04)

The Sponsor and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

CITY OF LEE'S SUMMIT, MISSOURI

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By: _____

By: _____
Ashlee G. Baxter

Title: _____

Title: Real Estate Contracting Officer

Date: _____

Date: _____

List of Facilities

Effective Date: October 1, 2018

**MEMORANDUM OF AGREEMENT
697DCM-18-L-00033**

Lee's Summit Municipal Airport

Number	Facility	RW (ATID)	GSA Control Number	Comments
1	PAPI	11(LXT)	29506	Facility site
2	REIL	11(LXTB)	29491	Facility site
3	PAPI	18(LXTB)	29328	Facility site
4	REIL	18(LXT)	29324	Facility site
5	PAPI	29(LXTA)	29489	Facility site
6	REIL	29(LXTA)	29511	Facility site
7	PAPI	36(LXTC)	29390	Facility site
8	REIL	36(LXTC)	29532	Facility site
9	RTR	(LXT)	29000	Facility site
10	ASOS/ACU	(LXT)	29119	Sensor group site, ACU located in airport manager's building



BOARD OF AERONAUTIC COMMISSIONERS

LEE'S SUMMIT

December 11, 2017

Chairman Faith and members of the Public Works Committee,

As Chairman of the Board of Aeronautic Commissioners (BOAC), I respectfully request the Public Works Committee's consideration of the packet items which had been scheduled to be considered by the BOAC on Dec. 10.

BOAC tried to meet at its regularly scheduled time of 7 p.m. on Monday, Dec. 10, but the meeting could not be held due to a lack of quorum. Due to the time sensitivity of the packet items, I request the Public Works Committee hear the packet items as scheduled and make its recommendations to the full City Council.

Thank you for your consideration, and if you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Phill Mall".

Phill Mall
Chairman, Board of Aeronautic Commissioners

Packet Information

File #: TMP-0740, **Version:** 1

AN ORDINANCE AWARING BID NO. 47632185 FOR NORTHWEST QUADRANT T-HANGARS DEVELOPMENT - PHASE I IN THE AMOUNT OF \$2,152,856.05 TO B. DEAN CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

Issue/Request:

APPROVAL OF AN ORDINANCE AWARING BID NO. 47632185 FOR NORTHWEST QUADRANT T-HANGARS DEVELOPMENT - PHASE I IN THE AMOUNT OF \$2,152,856.05 TO B. DEAN CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

Key Issues:

- Bids for the project to construct replacement T-Hangars in the Northwest quadrant of the airport were received on December 1, 2017.
- This project includes construction of two 14 Unit T-Hangars buildings and associated taxilanes.
- This project was included in the FY 18 CIP.
- This project does not qualify for Federal or State funding and will be paid for out of the Airport Construction Fund.

Proposed Committee Motion: I move to recommend to City Council approval of AN ORDINANCE AWARING BID NO. 47632185 FOR NORTHWEST QUADRANT T-HANGARS DEVELOPMENT - PHASE I IN THE AMOUNT OF \$2,152,856.05 TO B. DEAN CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

Background:

This project is to construct replacement T-Hangars in the Northwest quadrant of the airport. The loss of existing T-Hangars space related to new Taxiway Alpha relocation in 2018 requires replacement T-Hangars units to serve existing customers. The New T-Hangar's will be completed in two phases. The first phase will allow 21 units to be occupied and phase 2 we will add another taxilane that will open up the last 7 units. Phase 2 will be completed in the fall of 2018. Current units generate \$100,000 annually. The new units will generate higher annual revenue.

The project was bid in December 1, 2017, and five bids were received with B. Dean Construction, LLC being the lowest responsible bidder.

Timeline:

Start: January 2018

Finish: Summer 2018

Other Information/Unique Characteristics:

The Taxiway A project is expected to begin in March, 2018. As part of that project, seven existing hangar buildings will be removed at the start of that project. Staff is working with tenants to minimize the impact to customers for the four months until the replacement hangars will be ready.

In reviewing total project cost, when adding together the design fees, construction bid and the resident inspection services, the project appears to be approximately \$100,000 over budget. A separate project, the design of the fuel farm facility, is under budget by more than \$100,000. Staff will move the fund from one project to another.

Presenter: Bob Hartnett, Deputy Director

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE AWARDED BID NO. 47632185 FOR NORTHWEST QUADRANT T-HANGARS DEVELOPMENT - PHASE I IN THE AMOUNT OF \$2,152,856.05 TO B. DEAN CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

Committee Recommendation: BOAC was unable to take action on this item due to a lack of quorum at their December 11 meeting.

BILL NO. 17-

AN ORDINANCE AWARDING BID NO. 47632185 FOR NORTHWEST QUADRANT T-HANGERS DEVELOPMENT – PHASE I IN THE AMOUNT OF \$2,152,856.05 TO B. DEAN CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME.

WHEREAS, this project includes Northwest Quadrant T-Hangars development – Phase 1; and,

WHEREAS, this project includes constructing replacement T-Hangars and hangars to be demolished as part of the Taxiway A project; and,

WHEREAS, this project includes construction of two 14 unit T-Hangars buildings and associated taxilanes; and,

WHEREAS, this project was approved as part of the FY 18 CIP; and,

WHEREAS, this project does not qualify for Federal or State funding and will be paid for out of the Airport Construction Fund; and,

WHEREAS, the City Manager is authorized and empowered by the City to execute contracts providing for engineering services.

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. 47632185 to B. Dean Construction in the amount of \$2,152,856.05.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with B. Dean Construction for the services contained in bid no. 47632185 in an amount of \$2,152,856.05, said agreement is on file with the Lee's Summit Public Works Department as Project No. 47632185 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 _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy Yendes



December 4, 2017

Mr. Bob Hartnett, Deputy Director of Public Works/Administration
City of Lee's Summit
220 SE Green
Lee's Summit, MO 64063

Dear Bob,

*Re: **RECOMMENDATION OF AWARD**
Lee's Summit Municipal Airport
Northwest Quadrant T-Hangar Development – Phase 1
Lee's Summit Project #47632185
CMT Job No. 17443-01*

We have reviewed the information on the bids received on December 1, 2017 for the above referenced project. Based upon our review of the bid proposals, the lowest responsible bidder is:

B. Dean Construction, LLC
1024 NE Jib Court, Suite C
Lee's Summit, MO 64064

As of this date, B. Dean Construction, LLC is not debarred, suspended, or otherwise ineligible to participate in a project funded with City money; therefore, based upon the Tabulation of Bids and the available funding, CMT recommends that the contract for the above referenced project be awarded to B. Dean Construction, LLC. in the amount of \$2,152,856.05

We are submitting with this letter the Tabulation of Bids, Bid Opening Checklist & Sign-in Sheet, Bid Form, Bid Bond and Addendum 1 Acknowledgement from B. Dean Construction, LLC.

Once the City of Lee's Summit gives their authorization to award, I will send you a copy of the Notice of Award that will need to be sent to the contractor. If you have any questions, do not hesitate to contact me at 816.272.8363 or by e-mail at thorn@cmtengr.com.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

Tyler Horn
Engineer

Enclosures: Cover Letter,
Tabulation of Bids,
Bid Opening Checklist & Sign-in Sheet
Bid Form, Bid Bond and Addendum 1 Acknowledgement from B. Dean Construction, LLC

Northwest Quadrant T-Hangar Development - Phase 1
 Owner: City of Lee's Summit
 Solicitor: City of Lee's Summit
 12/1/2017 02:00 PM CDT
 Lee's Summit Project Number: 47632185

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		B. Dean Construction LLC		MidWest Heavy Construction		KAT Excavation, Inc.		Clarkson Construction Company		Larrison Construction Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - BASE BID																	
	1	SP-1-4.1	Mobilization	LS	1	\$98,746.75	\$98,746.75	\$116,400.00	\$116,400.00	\$125,000.00	\$125,000.00	\$107,310.00	\$107,310.00	\$110,000.00	\$110,000.00	\$90,269.06	\$90,269.06
	2	2103.3.A	6" PCC Removal	Sq Yd	1638	\$4.00	\$6,552.00	\$13.14	\$21,523.32	\$5.75	\$9,418.50	\$3.73	\$6,109.74	\$17.00	\$27,846.00	\$2.00	\$3,276.00
	3	2103.3.B	Unclassified Excavation	Cu Yd	8100	\$10.00	\$81,000.00	\$7.94	\$64,314.00	\$13.25	\$107,325.00	\$26.12	\$211,572.00	\$10.00	\$81,000.00	\$13.98	\$113,238.00
	4	2154.5.B	Silt Fence	Ln Ft	1000	\$3.00	\$3,000.00	\$1.77	\$1,770.00	\$3.25	\$3,250.00	\$2.37	\$2,370.00	\$2.25	\$2,250.00	\$2.60	\$2,600.00
	5	2154.14.D	Inlet Protection	Ea	2	\$200.00	\$400.00	\$91.39	\$182.78	\$85.00	\$170.00	\$157.50	\$315.00	\$150.00	\$300.00	\$68.67	\$137.34
	6	2202.9.C	Manipulation of Subgrade	Sq Yd	5507	\$4.00	\$22,028.00	\$1.77	\$9,747.39	\$7.50	\$41,302.50	\$10.92	\$60,136.44	\$6.00	\$33,042.00	\$13.27	\$73,077.89
	7	2202.9.A	Lime	Ton	189	\$105.00	\$19,845.00	\$434.10	\$82,044.90	\$92.50	\$17,482.50	\$88.47	\$16,720.83	\$255.00	\$48,195.00	\$535.63	\$101,234.07
	8	2203.6.A	4" Crushed Aggregate Base Course	Sq Yd	5507	\$6.00	\$33,042.00	\$8.00	\$44,056.00	\$5.75	\$31,665.25	\$3.91	\$21,532.37	\$7.00	\$38,549.00	\$2.77	\$15,254.39
	9	2208.8.A	6" PCC Pavement	Sq Yd	5330	\$45.00	\$239,850.00	\$57.92	\$308,713.60	\$55.00	\$293,150.00	\$50.42	\$268,738.60	\$50.00	\$266,500.00	\$73.61	\$392,341.30
	10	2606.1.A.1	15" RCP	Ln Ft	266.5	\$40.00	\$10,660.00	\$58.89	\$15,694.19	\$89.25	\$23,785.13	\$43.89	\$11,696.69	\$60.00	\$15,990.00	\$59.00	\$15,723.50
	11	2606.1.A.2	18" RCP	Ln Ft	118	\$45.00	\$5,310.00	\$85.96	\$10,143.28	\$123.25	\$14,543.50	\$44.21	\$5,216.78	\$60.00	\$7,080.00	\$86.12	\$10,162.16
	12	2606.1.A.3	24" RCP	Ln Ft	144.5	\$50.00	\$7,225.00	\$73.00	\$10,548.50	\$73.00	\$10,548.50	\$49.82	\$7,198.99	\$55.00	\$7,947.50	\$73.13	\$10,567.29
	13	2606.1.B.1	24" RCP FES	Ea	1	\$420.00	\$420.00	\$1,822.08	\$1,822.08	\$1,870.00	\$1,870.00	\$1,190.69	\$1,190.69	\$850.00	\$850.00	\$1,825.48	\$1,825.48
	14	2606.1.D.1	Type I In Turf Inlet	Ea	2	\$7,000.00	\$14,000.00	\$5,783.83	\$11,567.66	\$6,715.00	\$13,430.00	\$4,307.61	\$8,615.22	\$6,035.00	\$12,070.00	\$5,794.60	\$11,589.20
	15	2606.1.D.2	Type II In Pavement Inlet	Ea	4	\$7,500.00	\$30,000.00	\$9,024.74	\$36,098.96	\$8,760.00	\$35,040.00	\$6,850.19	\$27,400.76	\$7,030.00	\$28,120.00	\$9,041.55	\$36,166.20
	16	2606.1.I.1	RIP RAP	Sq Yd	40	\$60.00	\$2,400.00	\$46.78	\$1,871.20	\$85.00	\$3,400.00	\$36.75	\$1,470.00	\$55.00	\$2,200.00	\$46.87	\$1,874.80
	17	2404.3	Seeding	Ac	4	\$3,000.00	\$12,000.00	\$2,604.61	\$10,418.44	\$2,400.00	\$9,600.00	\$2,625.00	\$10,500.00	\$2,500.00	\$10,000.00	\$4,291.88	\$17,167.52
	18	3905.A	12" Cut and Cap	Ea	3	\$2,000.00	\$6,000.00	\$1,269.00	\$3,807.00	\$1,111.00	\$3,333.00	\$1,075.57	\$3,226.71	\$2,000.00	\$6,000.00	\$1,271.37	\$3,814.11
	19	3905.B	6" PVC C900 DR 18 Water Main with Tracer	Ln Ft	24.5	\$70.00	\$1,715.00	\$60.19	\$1,474.66	\$54.00	\$1,323.00	\$37.17	\$910.67	\$81.00	\$1,984.50	\$60.26	\$1,476.37
	20	3905.C	8" PVC C900 DR 18 Water Main with Tracer	Ln Ft	10	\$75.00	\$750.00	\$106.70	\$1,067.00	\$110.00	\$1,100.00	\$48.62	\$486.20	\$75.00	\$750.00	\$106.90	\$1,069.00
	21	3905.D	12" PVC C900 DR 18 Water Main with Tracer	Ln Ft	230	\$80.00	\$18,400.00	\$51.69	\$11,888.70	\$39.00	\$8,970.00	\$44.98	\$10,345.40	\$55.00	\$12,650.00	\$51.79	\$11,911.70
	22	3905.E	12" Water Main Connect to Existing 12" Water Main	Ea	1	\$6,500.00	\$6,500.00	\$3,417.98	\$3,417.98	\$4,400.00	\$4,400.00	\$2,623.08	\$2,623.08	\$3,750.00	\$3,750.00	\$3,424.34	\$3,424.34
	23	3905.F	Install 12"x8" TEE	Ea	1	\$5,000.00	\$5,000.00	\$1,647.30	\$1,647.30	\$1,540.00	\$1,540.00	\$1,027.71	\$1,027.71	\$1,090.00	\$1,090.00	\$1,627.48	\$1,627.48
	24	3905.G	8" Butterfly with V Box	Ea	1	\$5,500.00	\$5,500.00	\$2,003.72	\$2,003.72	\$1,760.00	\$1,760.00	\$1,453.71	\$1,453.71	\$1,725.00	\$1,725.00	\$2,007.45	\$2,007.45
	25	3905.H	12" Butterfly Valve with V Box	Ea	3	\$6,000.00	\$18,000.00	\$2,859.36	\$8,578.08	\$2,575.00	\$7,725.00	\$1,869.72	\$5,609.16	\$2,250.00	\$6,750.00	\$2,864.68	\$8,594.04
	26	3905.I	Install Relocated Fire Hydrant Assembly	Ea	1	\$2,750.00	\$2,750.00	\$6,013.45	\$6,013.45	\$6,985.00	\$6,985.00	\$2,199.26	\$2,199.26	\$6,250.00	\$6,250.00	\$6,024.65	\$6,024.65
	27	3905.J	Remove Existing Fire Hydrant	Ea	1	\$1,000.00	\$1,000.00	\$2,312.16	\$2,312.16	\$1,200.00	\$1,200.00	\$789.09	\$789.09	\$1,650.00	\$1,650.00	\$2,316.47	\$2,316.47
	28	3905.K	Remove Existing Water Vault	Ea	1	\$3,000.00	\$3,000.00	\$2,477.23	\$2,477.23	\$5,000.00	\$5,000.00	\$2,937.95	\$2,937.95	\$1,060.00	\$1,060.00	\$2,481.85	\$2,481.85
	29	3905.L	Remove Existing Water Main	Ln Ft	70	\$25.00	\$1,750.00	\$35.98	\$2,518.60	\$28.00	\$1,960.00	\$10.50	\$735.00	\$50.00	\$3,500.00	\$36.05	\$2,523.50
	30	P-620-5.1	Waterborne Paint, Yellow, with Reflective Media	Sq Ft	452	\$2.50	\$1,130.00	\$3.35	\$1,514.20	\$3.25	\$1,469.00	\$3.08	\$1,392.16	\$2.93	\$1,324.36	\$3.35	\$1,514.20
	31	P-620-5.2	Waterborne Paint, Black, without Reflective Media	Cu Yd	904	\$2.50	\$2,260.00	\$2.92	\$2,639.68	\$3.25	\$2,938.00	\$3.07	\$2,775.28	\$2.92	\$2,639.68	\$3.34	\$3,019.36
	32	13000.1.13	14 Unit Group I T-Hangar Building	Ea	2	\$710,000.00	\$1,420,000.00	\$677,290.00	\$1,354,580.00	\$692,500.00	\$1,385,000.00	\$688,257.15	\$1,376,514.30	\$750,000.00	\$1,500,000.00	\$804,709.26	\$1,609,418.52
Base Bid Total:							\$2,080,233.75		\$2,152,856.05		\$2,175,683.88		\$2,181,119.78		\$2,243,063.04		\$2,557,727.24

Apparent Low Bidder



BOARD OF AERONAUTIC COMMISSIONERS

LEE'S SUMMIT

December 11, 2017

Chairman Faith and members of the Public Works Committee,

As Chairman of the Board of Aeronautic Commissioners (BOAC), I respectfully request the Public Works Committee's consideration of the packet items which had been scheduled to be considered by the BOAC on Dec. 10.

BOAC tried to meet at its regularly scheduled time of 7 p.m. on Monday, Dec. 10, but the meeting could not be held due to a lack of quorum. Due to the time sensitivity of the packet items, I request the Public Works Committee hear the packet items as scheduled and make its recommendations to the full City Council.

Thank you for your consideration, and if you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Phill Mall".

Phill Mall
Chairman, Board of Aeronautic Commissioners

Packet Information

File #: TMP-0754, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 9 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$92,093.00 FOR THE CONSTRUCTION PHASE OF NORTHWEST QUADRANT T-HANGAR DEVELOPMENT - PHASE 1.

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 9 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$92,093.00 FOR THE CONSTRUCTION PHASE OF NORTHWEST QUADRANT T-HANGAR DEVELOPMENT - PHASE 1.

Key Issues:

- Provide construction administration, on-site construction observation, and material testing as required by the specifications.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 9 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$92,093.00 FOR THE CONSTRUCTION PHASE OF NORTHWEST QUADRANT T-HANGAR DEVELOPMENT - PHASE 1.

Background:

The future relocation of the Taxiway A will result in the demolition of existing T-hangars. This project includes construction phase services and construction observation of the replacement T-hangars including construction administration, on-site construction observation, and material testing as required by the specifications.

Timeline:

Start: January 2018

Finish: July 2018

Presenter: Bob Hartnett, Deputy Director

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 9 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$92,093.00 FOR THE CONSTRUCTION PHASE OF

File #: TMP-0754, **Version:** 1

NORTHWEST QUADRANT T-HANGAR DEVELOPMENT - PHASE 1.

Committee Recommendation: BOAC was unable to take action on this item due to a lack of quorum at their December 11 meeting.

BILL NO. 17-

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 9 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$92,093.00 FOR THE CONSTRUCTION PHASE OF NORTHWEST QUADRANT T-HANGAR DEVELOPMENT – PHASE 1.

WHEREAS, the City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter “Base Agreement”); and,

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as modified, as provided herein; and,

WHEREAS, the amended engineering services contained in this Modification No. 9 were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications, and considered in the review that was conducted by the City when awarding the contract for the Base Agreement; and,

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and,

WHEREAS, the City Manager is authorized and empowered by the City to execute contracts providing for engineering services.

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 execution, by the City Manager on behalf of the City of Lee’s Summit, of a Modification No. 9 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee’s Summit Municipal Airport, 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 _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

BILL NO. 17-

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy Yendes

**MODIFICATION NO. 9 TO ON-CALL AGREEMENT
DATED SEPTEMBER 3, 2015
(RFQ NO. 2015-300)**

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Crawford, Murphy and Tilly, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was modified with Modification No. 1 dated September 23, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 2 dated December 21, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 3 dated April 4, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 4 dated October 6, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 5 dated November 17, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 6 dated July 19, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 7 dated November 17, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 8 dated XXX XX, 2017; and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement, as modified, as provided herein; and

WHEREAS, the amended engineering services contained in this Modification No. 9, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; and

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for engineering services.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend the following Articles contained in the Base Agreement as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER**

The Base Agreement is hereby modified and amended to include the following scope of services for the Construction Phase of Northwest Quadrant T-Hangar Development – Phase 1:

This project shall include:

1. Preliminary
 - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
 - b. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing:
 - a. Provide construction observation services, including preparation of weekly reports and other reports to document the prosecution and progress of the Project.
 - b. Review shop drawings and material certification submittals as provided by the Contractor.
 - c. Perform material(s) testing (field and laboratory) as required by the specifications.
 - d. Respond to field issues throughout the duration of the project.
 - e. Prepare Contractor's progress estimates.
 - f. Prepare change orders and supplemental agreements necessary for construction of the project.
 - g. Attend and conduct a final review of the Project with the Sponsor and the Contractor
3. Project Closeout Phase
 - a. Prepare and submit to the Sponsor one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
 - b. Prepare and submit to the Sponsor a Final Testing Report.

All other terms of the Base Agreement not amended by the Modification to On-Call Agreement shall remain in full force and effect.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Payment will be made based upon hourly and direct expenses as shown in Exhibit A attached to this Modification No. 9 with a Not to Exceed Maximum Payment of \$92,093. All other terms of the Base Agreement not amended by the Modification to the On-Call Agreement shall remain in full force and effect.

This Modification No. 9 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the ____ day of _____, 20____.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: Dan Meckes
TITLE: President

ATTEST:

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT A - 2017 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT Lee's Summit Municipal Airport
 PROJECT NAME Northwest T-Hangar and Taxilane Development - Phase 1
 CMT JOB NO. To Be Determined

Prep By Tcs
 DATE 05/31/17

Apprvd
 DATE 11/30/17

TASK NO.	TASKS \ CLASSIFICATIONS	LABOR SUMMARY													TOTAL							
		PRINCIPAL	SENIOR PROJECT ENGINEER / MANAGER	ARCHITECT	PROJECT MANAGER	SENIOR ENGINEER / LAND SURVEYOR	SENIOR ARCHITECT	SENIOR ENGINEER MANAGER	SENIOR TECHNICAL GIS SPECIALIST	SENIOR PLANNER	ARCHITECT	ENGINEER	SENIOR TECHNICIAN	TECHNICAL PLANNER		TECHNICIAN MGR	TECHNICIAN II	TECHNICIAN I	ADMIN ASSISTANT ACCOUNTANT	LABOR ASSISTANT	MAN HOURS	
	CURRENT YEAR 2017 HOURLY RATES	\$200	\$195	\$165	\$135	\$125	\$115	\$115	\$125	\$80	\$100	\$75	\$50									TOTAL
1	Prepare Copies of Plans/Specs for Contractor																					4
2	Prepare Electronic Files for Contractor																					4
3	Set up Construction Documents, File Folder, Binders etc.																					12
4	Attend and Conduct pre construction Conference and Pre Pave																					18
5	Review shop drawings, material certifications																					40
6	Part Time Inspection (One Visit Per 2 Week during Hangar Phase)																					15
7	Full time Onsite R.E. #1 (10 hour days for 5 days/week for 5 weeks)																					250
8	Onsite Assistant R.E. #2 (8 hour days, 5 days)																					40
9	Office Support																					10
10	Material Testing																					
11	Prepare change orders, pay requests																					20
12	Senior Project Engineer Site Visits																					8
13	Respond to field issues throughout duration of project																					20
14	Attend and conduct final inspection																					18
15	Verify completion of punch list (conducted by RE)																					10
16	Prepare and submit record drawings (28 sheets)																					10
17	Prepare and submit Final Testing Report / Closeout Report																					30
	TOTAL MAN HOURS																					509
	SUBTOTAL - BASE LABOR EFFORT																					\$61,685

TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL EXPENSE	TOTAL FEE										
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP	TOTAL EXPENSE												
1	Prepare Copies of Plans/Specs for Contractor																					\$200	\$450	
2	Prepare Electronic Files for Contractor																						\$500	\$500
3	Set up Construction Documents, File Folder, Binders etc.																						\$1,420	\$1,420
4	Attend and Conduct pre construction Conference and Pre Pave																						\$2,710	\$2,710
5	Review shop drawings, material certifications																						\$5,000	\$5,000
6	Part Time Inspection (One Visit Per 2 Week during Hangar Phase)																						\$1,725	\$1,725
7	Full time Onsite R.E. #1 (10 hour days for 5 days/week for 5 weeks)																						\$28,750	\$30,575
8	Onsite Assistant R.E. #2 (8 hour days, 5 days)																						\$4,600	\$4,600
9	Office Support																						\$1,350	\$1,350
10	Material Testing																							
11	Prepare change orders, pay requests																						\$2,300	\$2,300
12	Senior Project Engineer Site Visits																						\$1,560	\$1,560
13	Respond to field issues throughout duration of project																						\$3,300	\$3,300
14	Attend and conduct final inspection																						\$2,470	\$2,543
15	Verify completion of punch list (conducted by RE)																						\$1,150	\$1,223
16	Prepare and submit record drawings (28 sheets)																						\$1,150	\$1,250
17	Prepare and submit Final Testing Report / Closeout Report																						\$3,450	\$3,950
	TOTALS																						\$61,685	\$79,718
	TIME PERIOD OF PROJECT																						2017	
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR																						2018	
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT																						2019	
	ESTIMATED CONTINGENCY																						2020	
	ROUNDING																						TOTAL	
	TOTAL FEE																						\$92,093	

Man Hrs Lbr & Exp All



BOARD OF AERONAUTIC COMMISSIONERS

LEE'S SUMMIT

December 11, 2017

Chairman Faith and members of the Public Works Committee,

As Chairman of the Board of Aeronautic Commissioners (BOAC), I respectfully request the Public Works Committee's consideration of the packet items which had been scheduled to be considered by the BOAC on Dec. 10.

BOAC tried to meet at its regularly scheduled time of 7 p.m. on Monday, Dec. 10, but the meeting could not be held due to a lack of quorum. Due to the time sensitivity of the packet items, I request the Public Works Committee hear the packet items as scheduled and make its recommendations to the full City Council.

Thank you for your consideration, and if you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Phill Mall".

Phill Mall
Chairman, Board of Aeronautic Commissioners

Packet Information

File #: TMP-0739, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 8 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$165,310.00 FOR THE DESIGN AND BIDDING DOCUMENTS FOR THE NEW FUEL FACILITY DEVELOPMENT.

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 8 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$165,310.00 FOR THE DESIGN AND BIDDING DOCUMENTS FOR THE NEW FUEL FACILITY DEVELOPMENT.

Key Issues:

- Due to ongoing Airport construction and development, the existing fuel system will need to removed and relocated.
- Over 50% of airport revenues come from fuel sales.
- This project provides for the design and bidding of the facility for the two primary fuels sold at the airport, Jet A and 100LL.

Proposed Committee Motion: I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 8 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$165,310.00 FOR THE DESIGN AND BIDDING DOCUMENTS FOR THE NEW FUEL FACILITY DEVELOPMENT.

Background:

The future relocation of the Taxiway A will result in the demolition of the existing fuel facility, and this project begins the design and bidding process to replace the fuel facility. This project includes preliminary layout, evaluation, and analysis of up to three potential sites for the new fuel storage facility. Evaluation will include site layout, access road geometry, and utility impact, topographic survey, geotechnical evaluation and report for the development of bidding documents for the procurement of a minimum of two bulk fuel storage systems, one suitable for the storage of Jet A fuel, one suitable for the storage of 100LL aviation fuel. The design shall include site work to provide public and airside access to the fuel storage facility, lighting, water, drainage and utilities. Bidding phase services including attendance at a pre-bid meeting, responding to questions and bid review and recommendation are part of this project.

Timeline:

Start: January 2018

File #: TMP-0739, **Version:** 1

Finish: July 2018

Presenter: Bob Hartnett, Deputy Director

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 8 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$165,310.00 FOR THE DESIGN AND BIDDING DOCUMENTS FOR THE NEW FUEL FACILITY DEVELOPMENT.

Committee Recommendation: BOAC was unable to take action on this item due to a lack of quorum at their December 11 meeting.

BILL NO. 17-

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 8 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$165,310.00 FOR THE DESIGN AND BIDDING DOCUMENTS FOR THE NEW FUEL FACILITY DEVELOPMENT.

WHEREAS, the City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and,

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as modified, as provided herein; and,

WHEREAS, the amended engineering services contained in this Modification No. 8, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications, and considered in the review that was conducted by the City when awarding the contract for the Base Agreement; and,

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and,

WHEREAS, the City Manager is authorized and empowered by the City to execute contracts providing for engineering services.

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 execution, by the City Manager on behalf of the City of Lee's Summit, of a Modification No. 8 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee's Summit Municipal Airport, 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 _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy Yendes

**MODIFICATION NO. 8 TO ON-CALL AGREEMENT
DATED SEPTEMBER 3, 2015
(RFQ NO. 2015-300)**

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Crawford, Murphy and Tilly, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was modified with Modification No. 1 dated September 23, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 2 dated December 21, 2015; and

WHEREAS, the Base Agreement was modified with Modification No. 3 dated April 4, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 4 dated October 6, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 5 dated November 17, 2016; and

WHEREAS, the Base Agreement was modified with Modification No. 6 dated July 19, 2017; and

WHEREAS, the Base Agreement was modified with Modification No. 7 dated November 17, 2017; and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement, as modified, as provided herein; and

WHEREAS, the amended engineering services contained in this Modification No. 8, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; and

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for engineering services.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend the following Articles contained in the Base Agreement as follows:

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

The Base Agreement is hereby modified and amended to include the following scope of services for the New Fuel Facility Development:

This project shall include the development of bidding documents for a new fuel facility including a base bid of 1 each 12,000-gallon Jet A and 12,000 gallon 100LL above ground bulk fuel storage tanks with an additive alternate for two additional tanks. The project shall include associated infrastructure including both landside and airside access on a site to be determined at the Lee's Summit Municipal Airport. The project shall include the design of pavements to connect the new fuel storage system to public roads and airfield pavements. This scope shall not include removal or modification of the existing airport fuel facilities or any non-aircraft fuel storage systems. The scope of services for this work shall include:

- Preliminary layout, evaluation, and analysis of up to three potential sites for the new fuel storage facility. Evaluation will include site layout, access road geometry, utility impacts, and preliminary cost estimates.
- Topographic survey of the selected fuel development site. Due to the uncertain nature of the limits of this scope element an allowance has been provided for in the engineering estimate. Prior to the initiation of the topographic surveys an estimate of effort will be developed and submitted to the City.
- Geotechnical evaluation and report.
- The development of bidding documents for the procurement of a minimum of two bulk fuel storage systems, one suitable for the storage of Jet A fuel, one suitable for the storage of 100LL aviation fuel. See attached scope of work related to the fuel system design. Design shall include sitework to provide public and airside access to the fuel storage facility, lighting, water, drainage and utilities.
- Design of all pavements described above including pavement design, typical sections, grades, and material specification.
- Development of a Construction Safety and Phasing Plan meeting the requirements of FAA AC 150/5370-2F.
- Submittal of 7460 Airspace reviews to FAA for the new facility.
- Grading and erosion control
- Bidding phase services including attendance at a pre-bid meeting, responding to questions and bid review and recommendation.

The Scope of Services does not include:

- Development or updating of the Airport's Storm Water Pollution Prevention Program (SWPPP), and Spill Prevention Control and Countermeasures Program (SPCC). These items will be completed by others.
- National Environmental Policy Act clearances.
- Coordination with the Lee's Summit Planning Development Group and preparation of a Final Development Plan.

Submittals include:

- 30% Preliminary Design Report (letter format)
- 95% Pre-final Contract Documents
- 100% Final Bidding Documents

- Final Design Report (letter format)

This scope does not include construction phase services, these services may be added later via an additional modification to the on-call agreement.

All other terms of the Base Agreement not amended by the Modification to On-Call Agreement shall remain in full force and effect.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Payment will be made based upon hourly and direct expenses as shown in Exhibit A attached to this Modification No. 8 with a Not to Exceed Maximum Payment of \$165,310.00. All other terms of the Base Agreement not amended by the Modification to the On-Call Agreement shall remain in full force and effect.

This Modification No. 8 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the ____ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: Dan Meckes
TITLE: President

ATTEST:

December 1, 2017
File: 1917

Attention: Mr. Ty Sander, P.E.
Crawford, Murphy & Tilly, Inc.
Gateway Tower
One Memorial Drive, Suite 500
St. Louis, Missouri 63102

Dear Mr. Sander,

**Reference: Proposal for Engineering Services
Aviation Fuel System Design
Lee Summit Municipal Airport – Lee Summit, MO**

Stantec Consulting Services Inc. (Stantec), is pleased to offer this proposal to Crawford, Murphy, and Tilly, Inc. (CMT) for engineering services related to the design of a new aviation fueling system at the Lee Summit Municipal Airport (the "Airport" or "Lee Summit").

About Stantec

Stantec provides professional consulting services in planning, engineering, project management, and project economics for infrastructure and facilities projects. We support public and private sector clients in a diverse range of markets, at every stage, from initial concept and financial feasibility to project completion and beyond. Our services are offered through approximately 22,000 employees operating out of more than 200 locations across the Globe. Stantec trades on the TSX and on the NYSE under the symbol STN.

The Stantec Fuel System Engineering Team specializes in the design of fleet, aviation and other specialized fueling facilities. With experience across North America, the team has designed over 100 car, truck, and aircraft fueling and/or vehicle maintenance facilities in the United States and Canada. Additionally, Stantec has designed or consulted on numerous unique fueling applications, including performance-based designs, multi-level fueling facilities, deployable fueling systems (for the United Nations), marine fueling depots, alternative fuel/compressed natural gas facilities, and lighthouse fuel systems.

The Stantec team is led by Messrs. Ronald Laurence and Jason Carr, each of whom sit on national code committees (National Fire Protection Association (NFPA) and Petroleum Equipment Institute (PEI)) that govern the installation of fuel systems of various types.



December 1, 2017
Mr. Ty Sander, P.E. Page 2 of 7

**Reference: Proposal for Engineering Services
Aviation Fuel System Design
Lee Summit Municipal Airport – Lee Summit, MO**

Our Understanding of the Design Concept

We understand that the Airport currently operates an existing underground fueling system dispensing 100LL and Jet A. The Airport would like to continue to operate these systems. As a supplement, the Airport would like to install additional aboveground storage tanks to store 100LL and Jet-A. The Airport would like a base design of one (1) 12,000 gallon 100LL tank and one (1) Jet-A tank with the option to add a second tank of each product to the project. In addition, the Airport would like the system to be designed for future expansion. We understand that the fuel storage facility will be designed to load mobile refuelers, and will not be configured for retail, direct to aircraft, general aviation sales.

We also understand that there is a desire to construct a vehicle fueling facility in the future for City ground fleet vehicles.

Scope of Services

Design Elements

We understand that the design elements included in our scope are:

- A 24,000 gallon (with an option to add another 24,000 gallons) aboveground aviation fuel storage facility, consisting of new shop-built ASTs, storing both 100LL and Jet A;
- Loading, filtration, and delivery systems to receive, reclaim, recirculate, and deliver fuel;
- Electrical systems to support the tanks, including conduits, conductors, electrical equipment, grounding systems, monitoring devices, and an emergency-stop system;
- Ability to expand the system in the future; and
- Provisions/concept for a future gasoline and diesel fueling system.

We have assumed the following regarding related design elements:

- CMT will design all slabs, foundations, light-pole bases (if required) and containment areas. As such, the design of concrete structures are not included in the Stantec scope;
- CMT will provide a survey in AutoCad format, including existing underground and aboveground utilities, topographic information, surface features/buildings, and any nearby property lines or rights-of way (that may be subject to fire-code tank setbacks);
- CMT or others will be creating or updating the SPCC Plan for this facility. While Stantec will design the facility to be compliant with 40 CFR 112, we do recommend that the Professional Engineer ultimately certifying the new or updated SPCC Plan review the construction documents for this project prior to bidding, to ensure that their approach to

Design with community in mind



December 1, 2017
Mr. Ty Sander, P.E. Page 3 of 7

**Reference: Proposal for Engineering Services
Aviation Fuel System Design
Lee Summit Municipal Airport – Lee Summit, MO**

compliance is accommodated in the Stantec design (understanding that interpretation of 40 CFR 112 can vary between professionals and owners);

- We have assumed that a revenue/transaction control system will not be required for the vehicle loading, and therefore the design of such a system is not included in the scope;
- CMT or others will coordinate with the local utility to provide electrical service (if a new service is necessary), based on anticipated loads provided by Stantec. We have assumed the service entrance location will be in close proximity to the proposed tank area;
- CMT will design any standby power systems that become included in the scope;
- CMT will provide Stantec a geotechnical report or geotechnical information;
- All permitting, including tank registration, will be provided by others or specified for the contractor to complete. Stantec has included in the scope responses to three (3) rounds of comments from varying jurisdictions on the construction documents;
- Construction Administration or Construction Phase Services (including site observations, shop drawing review, response to RFIs, design bulletins, as-built drawings or closeout document review) are not included in this proposal or the fees outlined below.

We have assumed that the following design elements and tasks are not included in our design scope:

- Detailed design or construction documents associated with the fuel ground fuel system;
- Structural design or the design of any structural elements;
- Electrical rooms or sheds;
- Environmental consulting services, including tank removal and closure specifications and activity;
- Civil engineered drawings including base, drainage, site plans, or utility plans, except as noted above;
- Fire suppression or life safety systems;
- Geotechnical Engineering;
- Electrical design not directly related to the fueling or related systems;
- HVAC, plumbing, or other mechanical designs not related to the distribution of aircraft fuel product or vapor;
- The design of canopies, kiosks, or any other building structures or their roof drainage systems; Stantec can assist with the specification of a pre-manufactured canopy for the containment area;
- Dispensing area or fuel delivery area drainage systems or any other oil-water separator systems; and
- Existing utility relocations.



December 1, 2017
Mr. Ty Sander, P.E. Page 4 of 7

**Reference: Proposal for Engineering Services
Aviation Fuel System Design
Lee Summit Municipal Airport – Lee Summit, MO**

Design Scope and Deliverables

Task 1 – Preliminary Design Report

Stantec will develop a preliminary design report in letter format which will include project scope, key issues and options, a code summary, key cut sheets, and a preliminary (order of magnitude) opinion of probable costs. We have included two (2) phone conferences and one (1) revision/response to comments.

Task 2 –Construction Documents

Stantec will develop construction documents for the design elements listed above. Included will be an updated Opinion of Probable Costs, design drawings (sealed by a Missouri Professional Engineer) and design specifications in CSI format.

Included in the drawings will be equipment lists, notes, site location plans, tank elevations and plans, tank piping and equipment details, conduit plans, wiring diagrams, electrical hazard diagrams, and signage details. Specifications for the tanks, piping, dispensing equipment, electrical and communications systems, and general requirements will be included.

Stantec has assumed that a 95% (draft final) and 100% Issued for Permit and Bid submissions will be included. We have assumed PDF format electronic submittals and up to six (6) copies of wet-sealed hard copies for the 100% submittal.

Task 3 – Bid Support

Stantec will support project bidding by attending up to two (2) bid teleconferences and responding to bidder RFIs.

Task 4 – Permitting

Stantec will coordinate with the Lee's Summit Fire Department and the City of Lee Summit to determine any code requirements and apply for any necessary approvals or permits. Stantec assumes no visits to the site will be required.



December 1, 2017
Mr. Ty Sander, P.E. Page 5 of 7

**Reference: Proposal for Engineering Services
Aviation Fuel System Design
Lee Summit Municipal Airport – Lee Summit, MO**

Optional Tasks

At CMTs request, Stantec can provide a proposal to provide Construction Administration Services. Additional, Stantec can be available for other in-person meetings or site visits on a per-visit basis, for additional fee.

Phasing and Partial Scopes

As with all projects, Stantec understands that this project is subject to a budget. As such, we understand that the ultimate project scope may include only portions of the ultimate envisioned facility. We have assumed that the scope for this project and design will be largely determined at the preliminary design phase. And while we do assume that add/alternate bid items and design elements called out as "future" in the construction documents may be included, we have also assumed that the scope of this project will not be altered substantially once detailed design has begun. If substantial changes are required to the scope of the design, Stantec may require additional fees for those changes.



December 1, 2017
Mr. Ty Sander, P.E. Page 6 of 7

**Reference: Proposal for Engineering Services
Aviation Fuel System Design
Lee Summit Municipal Airport – Lee Summit, MO**

Terms and Price

Stantec proposes to complete the above scope of work on a Time and Materials basis in accordance with the attached fee breakdown and table below, and in accordance with the attached Stantec Terms and Conditions. Stantec can complete a draft Preliminary Design Report within four (4) weeks of authorization to proceed and complete the 95% Construction Documents within twelve (12) weeks of authorization to proceed after approval of the design report.

We have assumed the performance period to be from approximately January 15, 2017 through June 15, 2018, at which time the project is expected to go to bid. Substantial changes to the length of the performance period or delays in project progression may result in the need for additional fees to support additional coordination, additional meetings, or additional design time.

Task #	Task Name	Fee (Not to Exceed \$)
1	Preliminary Design Report	\$5,800.00
2	Construction Documents	\$34,500.00
3	Bid Support	\$4,200.00
4	Permitting	\$2,000.00
	Total – Base Project	\$46,500.00



December 1, 2017
Mr. Ty Sander, P.E. Page 7 of 7

**Reference: Proposal for Engineering Services
Aviation Fuel System Design
Lee Summit Municipal Airport – Lee Summit, MO**

Please don't hesitate to contact us at (603) 206-7559 should you have any additional questions. We look forward to working with you on this project.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Ronald B. Laurence Jr., P.E.
Principal
Phone: (603) 206-7559
ronald.laurence@stantec.com

Jessica MacDonald, PE
Project Engineer
Phone: (207) 887-3835
Jessica.MacDonald@stantec.com

By signing this proposal, Crawford, Murphy, and Tilly, Inc. authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the ___ day of _____, _____.

Per: Crawford, Murphy, and Tilly, Inc.

Print Name & Title

Signature



BOARD OF AERONAUTIC COMMISSIONERS

LEE'S SUMMIT

December 11, 2017

Chairman Faith and members of the Public Works Committee,

As Chairman of the Board of Aeronautic Commissioners (BOAC), I respectfully request the Public Works Committee's consideration of the packet items which had been scheduled to be considered by the BOAC on Dec. 10.

BOAC tried to meet at its regularly scheduled time of 7 p.m. on Monday, Dec. 10, but the meeting could not be held due to a lack of quorum. Due to the time sensitivity of the packet items, I request the Public Works Committee hear the packet items as scheduled and make its recommendations to the full City Council.

Thank you for your consideration, and if you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Phill Mall".

Phill Mall
Chairman, Board of Aeronautic Commissioners

Packet Information

File #: TMP-0767, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Key Issues:

The Public Works department is planning to purchase a Global Navigation Satellite System (GNSS) unit for surveying existing City infrastructure and ground features for in-house design projects.

A base station is needed to send real time corrections to the GNSS equipment in order to achieve centimeter accuracy.

The Missouri Department of Transportation (MoDOT) has a Global Navigation Real Time Network that includes base stations throughout Missouri that is free for the public to use.

An agreement between the City and MoDOT is necessary for City Staff to gain access to the MoDOT network data.

Proposed Committee Motion: I move to recommend to the City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Background:

City Staff are involved with developing plans in-house for capital improvement projects (CIP), collecting Geographic Information System (GIS) data for asset management, and other maintenance activities. Using a GNSS device will improve the speed and accuracy for City Staff to determine the vertical and horizontal position of City infrastructure and other ground features in Lee' Summit. Currently, data collection requires two personnel in the field to operate a survey total station, or use a tape measure, pacing, and "terrain reckoning" to estimate locations of public infrastructure assets. Other GPS units require purchasing a base station to triangulate with GPS satellites in order to geolocate survey data.

This device can be operated by one person and does not require a second base station unit. In order to achieve centimeter horizontal and vertical accuracy, a base station is needed to send corrections to the GNSS equipment. MoDOT has a network of base stations throughout Missouri that is available free to the public to use, thus eliminating the need for the City to purchase, and maintain, its own base station. An executed agreement is needed with MoDOT to access the network data.

Impact/Analysis:

Without using the MoDOT network, a base station will be needed to achieve centimeter horizontal and vertical accuracy. The cost for purchasing the GNSS equipment is \$9090.00. Without using the MoDOT network, purchasing a base station will double the initial cost of purchasing the GNSS equipment. Using the MoDOT network will require a cellular plan costing approximately \$45.00 per month which is much less expensive than buying and operating a base station.

Presenter: George Binger, PE, Deputy Director/City Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation:

BILL NO. 17-

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Public Works department is planning to purchase global navigation satellite system (GNSS) equipment for surveying existing City infrastructure and ground features for in-house designed projects; and,

WHEREAS, a base station is needed to send real time corrections to the GNSS equipment in order to achieve centimeter accuracy; and,

WHEREAS, the Missouri Department of Transportation (MoDOT) has a Global Navigation Real Time Network that includes base stations throughout Missouri that is free for the public to use; and,

WHEREAS, an agreement between the City and MoDOT is necessary for City Staff to gain access to the MoDOT network data.

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

SECTION 1. That the Municipal Agreement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission for the attached "MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA", within the city limits of Lee's Summit, Missouri, a true and accurate copy being attached hereto and incorporated herein by reference, be and the same is hereby approved.

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

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes

CCO Form: DE35
Approved: 09/08 (ASB)
Revised: 08/09 (ASB)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR
CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S
RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF
DATA**

THIS AGREEMENT is made by and between the Missouri Highways and Transportation Commission (hereafter, "MHTC") and System User (hereafter, "User").

WHEREAS,

NOW THEREFORE, in consideration of the mutual covenants and promises made in this instrument, the parties agree to the following:

(1) PURPOSE: This Agreement sets provisions for MHTC to provide, The Real Time Correction Broadcasts in Radio Technical Commission for Maritime Services (RTCM) format for the stations which are a part of the Missouri Department of Transportation (hereafter "MoDOT") network is offered to you, the User, as a public service.

(2) INTENDED USES: Government personnel and the general public may use this system to retrieve RTCM Messages in real time or as a download for post processing. A User may not:

(A) Knowingly and without authorization, alter, damage, or destroy MoDOT's or another user's computer system, network, software, program, documentation or data contained therein

(B) Use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Including, but not limited to, taking action which results in blocking access to this IP address by other users. Such action will be deemed an unauthorized use and may subject the User to civil and criminal legal liability.

(3) ADMINISTRATIVE MONITORING: This system uses administrative monitoring of Users accessing the system. User is consenting to monitoring by signing this agreement. A User shall not hold himself or herself out as a representative, agent, or employee of the MHTC and MHTC shall not be liable for

any representation, act or omission of the User. System administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials.

(4) DISCLAIMER OF LIABILITY AND RELIABILITY: In preparation of this RTCM broadcast service, MHTC has endeavored to offer current, correct, and clearly expressed information. Nevertheless, errors may occur.

(A) MHTC expressly disclaims any liability, of any kind, or for any reason, that might arise out of any use of the RTCM information broadcast provided by this service or data downloaded from this service. MHTC disclaims any responsibility for typographical errors or inaccuracies of the information provided or contained within the broadcast message. MHTC makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of the information and data provided by this service.

(B) MHTC makes no representations or warranties of any kind regarding this service for any consequence of the use of this information contained in the RTCM Broadcast message or data downloaded from this service. MHTC makes no representations or warranties regarding the condition or functionality of this broadcast service, its suitability for use, or that this Broadcast Service will be uninterrupted or error-free.

(C) If misleading, inaccurate or otherwise inappropriate information is discovered User agrees to bring it to MODOT's attention immediately so that efforts may be made to fix or remove it. It is the sole responsibility of the user to determine the quality, accuracy, and suitability of the service provided.

(D) The User shall agree not to disclose any information regarding TCP/IP addresses to any other entity without the express written consent of MHTC.

(E) To gain access to the RCTM system the authorized representative of the User must complete the form marked as Exhibit A attached hereto and incorporated herein. Failure to complete each and every item on the form invalidates this contract.

(F) MODOT will provide general information necessary for a real time data user to connect to the system. Detailed configuration for the specific hardware used to connect to the system is the responsibility of the User. No support for hardware and software necessary to make the connection will be provided by MHTC.

(5) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The parties shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(6) CANCELLATION: Either party may cancel this Agreement at any time for any reason. Should either party exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the other party.

(8) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(9) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject, and supersedes all prior written or oral communications between the parties regarding this subject.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of MHTC and User.

(11) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(12) INDEMNIFICATION: User shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Users performance of its obligations under this Agreement.

(13) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(14) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(15) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the MHTC and the User as partners in a partnership or joint venture for any purpose whatsoever.

(16) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

Executed by _____ this _____ day of _____, 20__.

Name of Firm City of Lee's Summit, Missouri_____

By Randy Rhoads

Title: Mayor

ATTEST (signature):

City Clerk, Trisha Fowler Arcuri

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF Missouri)
)SS
COUNTY OF Jackson)

On this ____ day of _____, 20__, before me appeared _____, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that *he/she* executed the same as *his/her* free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

SYSTEM USER INFORMATION

Name of Individual or Firm

City of Lee's Summit, Missouri

Title Mayor

Signature _____

Date _____

Contact Information for User

Name George Binger

Street 220 SE Green St

City Lee's Summit State MO Zip 64063

Email PublicWorks@cityofls.net

Office Phone 816.969.1800 Mobile Phone _____

Equipment Used for Real Time Access

GPS System Make and Model Geomax Zenith 15 Series Net Rover

Data Collector Make and Model Geomax Zenius 5

Data Collector Software SurvCE GPS

Please return this agreement to:

Missouri Department of Transportation
Surveying and Photogrammetry Unit, Design Division
P.O. Box 270
Jefferson City, MO 65102-0270

Packet Information

File #: 2017-1652, **Version:** 1

2017 CIP Sales Tax Prioritization of Projects and Programs

Issue/Request:

2017 CIP Sales Tax Prioritization of Projects and Programs

Key Issues:

- Voters approved a 15-year extension of the ½-cent Capital Improvement, or CIP, Sales Tax in April 2017
- The sales tax can be used to fund infrastructure projects for roads, stormwater systems, curb, sidewalks, parking and streetlights.
- City Council provided an overall philosophy to guide prioritizing projects

Proposed Committee Motion:

N/A; Presentation and discussion

Background:

The November 9, 2017 City Council Work Session included a discussion to develop overall guidance and principles regarding how projects in the recently approved CIP Sales Tax should be prioritized and sequenced. The key goals and guidance addressed funding, evaluation criteria, and the role of public input.

Council indicated that it favored cash flow funding of projects instead of debt financing. Council agreed with the criteria proposed by City Staff and wanted to see City Staff use a prioritization model previously presented at Public Works Committee. Council also indicated that the main goal of public involvement should be taking steps to ensure the appropriate stakeholders are notified and aware of the work being done. The following presentation will summarize the discussion and then transition into a more focused and detailed discussion of prioritizing programs and projects, a philosophy of mixing stormwater work and road work to show progress, and public involvement strategies.

Impact/Analysis:

[Enter text here]

Timeline:

Start: November 2017

Finish: January 2018

File #: 2017-1652, **Version:** 1

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Park, City Traffic Engineer

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

LS

2017 CIP Sales
PWC Discussion 1

December 19, 2017

Agenda

- o Main purpose
- o Review Council Guidance
- o Discuss Proposed Sequencing
 - o 5-year project groups (priority and cash-flow)
 - o Detail project matrix

Purpose

Prepare a prioritized list of projects and programs funded by the 2017 CIP Sales Tax Renewal

Capital Improvements Presented to Public

3 rd St: Green – M291	Downtown Parking Garage
3 rd St: US50 – Jefferson	Rock Island Trail Trailheads
Colbern Rd: Blue Pkwy – Douglas	Curb Replacement
Douglas Street: 2 nd – Chipman	Sidewalk Gaps
Independence Ave: 5 th – Chipman	Streetlight Projects
Pryor Rd: M150 – Longview	Streetlight system improvements
Scherer Rd: Sampson - Jefferson	CMP replacement
Ward Rd: Blue Pkwy – Chipman	Stormwater Projects (public systems) <ul style="list-style-type: none"> o Streambank Stabilization o Structural flooding projects

Guidance for Council

o PUBLIC INVOLVEMENT:

“reach the right people,” “repetitive,” “early and often”

- o Have a plan to identify and contact stakeholders
- o Ensure public is aware of upcoming work
- o Ensure public aware of opportunities for input

o FUNDING: Cash Flow projects

o PROJECT EVALUATION:

- o Confirmed criteria was suitable (shown on later slide)
- o Clarify some of the terms
- o Confirmed matrix format used before was acceptable

Public Input

- o Rationale to this point...
 - o Projects and programs already determined by election
 - o Public Vote is a form of public input on project to be funded
 - o PWC public comment periods provide opportunities for public input
 - o Communicate early and often...
- o Future Project Input
 - o Road projects work will have project specific public involvement
 - o Stormwater Projects: City will notify residents in areas of previously identified projects
- o Programs
 - o Public input primarily service requests and previous history
 - o Curb prioritized by condition of infrastructure
 - o CMP replacement prioritized by repair history
 - o Sidewalk gaps follow previously adopted plans

Project Evaluation Criteria

Factors to Consider	
Safety	Urgency
Capacity	Public Impact
Livability	Condition
Economic Development	Public Health Health Hazards
Cost Sharing	Public Demand
Maintenance Future Savings	

Project Grouping

(based on priorities and cash flow)

1 - 5 years	6 - 10 years	11 - 15 years
3rd St.: US 50-Jefferson	3rd St.: Green - M291	CMP replacement
CMP replacement	CMP replacement	Curb Replacement
Colbern Road Design	Colbern Road	Douglas St
Curb replacement	Curb replacement	Independence
Land Acquisition	Parking Garage	Pryor Road (Phase 2)
Pryor Road Design	Pryor Road (Phase 1)	Scherer Road
RIRCA trailheads	Sidewalk gaps	Sidewalk gaps
Sidewalk gaps	Ward Road	
Stormwater Projects		
Street lighting		

Prioritized List

Project/Program	Improvement Description	Prioritization Factors											Cost
		Urgency	Safety	Condition	Health Hazard	System Capacity	Public Impact	EcoDevo	Livability	Public Demand	Maintenance Savings	Cost Sharing	
3rd Street M-291 Hwy to Green	Reconstruct 2/3-lane		○	◐			○	○	●	○	○		\$\$
3rd Street US 50 Hwy to Jefferson	Reconstruct 2/3-lane		○	○			◐	○	●	○	○		\$\$
Colbern Road - Blue Pkwy to Douglas	Improve to Urban 4/5-Lane Road	◐	●	◐		●	●	●	◐	◐		●	\$\$\$\$
Douglas Street - 2nd St to Chipman	Reconstruct 2/3-lane			○			◐	○	●	○	○		\$\$\$
Downtown Parking Garage	Parking Structure	○				◐	◐	●	○	●		◐	\$\$\$
Independence Avenue - 5th St to Chipman	Reconstruct 2/3-lane		○	◐			○		●				\$\$
Pryor Road - Longview to M-150 Hwy	Improve to Urban 4/5-Lane Road	○	○			●	●	◐	◐	◐		◐	\$\$\$\$
RIRC Trail Heads	Trail Head Improvements								○				\$
Scherer Road - Sampson to Jefferson	Interim 2-lane		◐	◐		○	○		○			○	\$\$\$\$
Ward Road - Chipman to 2nd/Blue Pkwy	Reconstruct 2/3-lane		◐	◐			○		●	○	○		\$\$
Curb Replacement Program	Arterial, Collector & Local Curbs	◐		●						●	●		\$\$
Sidewalk Gap Program	Sidewalk Construction		◐				○		●	◐			\$\$
Storm Water Program - CMP Replacement	Trail Head Improvements	◐		●						◐	●		\$\$\$
Storm Water Program - Streambank Stabilization Projects*	Streambank Stabilization*	●		●		○					●		\$\$\$
Storm Water Program - Structure Flooding Projects	Structure Flooding Mitigations	●		◐	●				○	●			\$\$\$
Street Light Program - Lakewood Way Lighting	Street Lighting		○						◐	○			\$
Street Light Program - Shenandoah Dr. Lighting	Street Lighting		○						◐	○			\$
Street Light Program - System Improvements	LED Upgrades & Expansions			○							◐		\$
State Highway Improvements Cost Sharing Opportunity Fund	Misc.												\$\$\$

* Where conditions threaten public infrastructure.

\$ < \$1M | \$\$ = \$1M to \$5M | \$\$\$ = \$5M to \$10M | \$\$\$\$ > \$10M

Conclusions

Based on Council's evaluation criteria and cash flow funding model, the Committee's recommended priority and sequence for projects and programs is as follows ...

What Next?

- o January 2018: Present revised list to PWC (if needed)
- o February 2018: Present PWC recommendation to Council at work session
- o March 2018: Projects finalized by Council (if needed)
- o March-June 2018: Incorporate projects and programs into annual Capital Improvement Plan (CIP) documents