



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

Monday, January 30, 2017
4:30 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 ACTION LETTER

A. [2017-0906](#) Approval of the December 19, 2016 Action Letter

4. PUBLIC COMMENTS

5. BUSINESS

A. [BILL NO. 17-30](#) AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 1/30/17)

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

B. [BILL NO. 17-38](#) AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)

Presenter: Presenter: Mark Schaufler, Director of Water Utilities

C. [BILL NO. 17-29](#) AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY

OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)

Presenter:

Presenter: Mark Schaufler, Director of Water Utilities

- D. [BILL NO. 17-31](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A). (PWC 1/30/17)

Presenter:

Presenter: Karen Quackenbush, Staff Engineer

- E. [BILL NO. 17-32](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B). (PWC 1/30/17)

Presenter:

Presenter: Karen Quackenbush, Staff Engineer

- F. [BILL NO. 17-37](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C) (PWC 1/30/17)

Presenter:

Presenter: Scott Edgar, Senior Staff Engineer, Public Works Department

- G. [BILL NO. 17-34](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)

Presenter:

Presenter: Curt Powelson, Project Construction Manager

- H. [BILL NO. 17-36](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO 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 \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)

Presenter: Presenter: Curt Powelson, Right of Way Agent

- I. [BILL NO. 17-35](#) AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS. (PWC 1/30/17)

Presenter: Presenter: Curt Powelson, Right of Way Agent

- J. [BILL NO. 17-33](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI. (PWC 1/30/17)

Presenter: Presenter: Michael Park, PE, City Traffic Engineer

- K. [2017-0870](#) Snow control information systems

Presenter: Presenter: Shawn Graff, Assistant Director of Operations

[2017-0913](#) Stormwater Funding Options

Presenter: Presenter: Dena Mezger, Director

6. ROUNDTABLE

- A. [2017-0916](#) Staff Report

7. 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 #: 2017-0906, **Version:** 1

Approval of the December 19, 2016 Action Letter

Issue/Request:

The December 19, 2016 Action Letter for approval.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated December 19, 2016.



The City of Lee's Summit
Action Letter
Public Works Committee

Monday, December 19, 2016

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

The December 19, 2016, Public Works Committee was called to order by Chairman Mosby, at 4:35 p.m. at City Hall, 220 SE Green Street, 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 - Chairperson Dave Mosby
Vice Chair Rob Binney
Councilmember Craig Faith
Councilmember Phyllis Edson

3. PUBLIC COMMENTS

None

4. APPROVAL OF ACTION LETTER

A. [2016-0818](#) Approval of the November 21, 2016 Action Letter

On motion of Councilmember Edson and second by Councilmember Faith, the Committee voted unanimously (4-0) for approval of the Action Letter dated November 21, 2016.

5. BUSINESS

A. [BILL NO. 17-03](#) AN ORDINANCE APPROVING AWARD OF RFQ 2017-042 TO HDR ENGINEERING, INC., TO OLSSON ASSOCIATES INC. AND TO BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR ON-CALL YEARLY ENGINEERING SERVICES FOR WATER AND WASTEWATER. A ONE-YEAR WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS. (PWC 12/19/16)

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

A motion was made by Mayor Pro Tempore Binney, seconded by Councilmember Edson, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

Public Works Committee

Action Letter

December 19, 2016

- B. [BILL NO.](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE
[17-04](#) EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI
AND KCP&L GREATER MISSOURI OPERATIONS COMPANY. (PWC
12/19/16)

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

A motion was made by Mayor Pro Tempore Binney, seconded by Chairperson Mosby, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

- C. [BILL NO.](#) AN ORDINANCE APPROVING CHANGE ORDER #4 - FINAL TO THE
[17-05](#) CONTRACT WITH LINAWEAVER CONSTRUCTION, INC. FOR THE WARD
ROAD IMPROVEMENTS PROJECT, AN INCREASE OF \$25,761.75 FOR A
REVISED CONTRACT PRICE OF \$1,817,980.09. (PWC 12/19/16)

Presenter: Presenter: Mike Anderson, Construction Manager

A motion was made by Mayor Pro Tempore Binney, seconded by Councilmember Edson, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

- D. [BILL NO.](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
[17-06](#) INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICES BY AND
BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY
AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF
\$100,632.00 AND COMMITMENT OF \$299,579.00 OF FEDERAL TRANSIT
ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR
THE #152 - LEE'S SUMMIT COMMUTER EXPRESS SERVICE. (PWC
12/19/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

A motion was made by Councilmember Faith, seconded by Mayor Pro Tempore Binney, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

- E. [BILL NO.](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
[17-07](#) INTERGOVERNMENTAL CONTRACT FOR TRANSIT SERVICE BY AND
BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY
AREA TRANSPORTATION AUTHORITY (KCATA) IN THE AMOUNT OF
\$21,922.00 AND COMMITMENT OF \$59,795 OF ITS FEDERAL TRANSIT
ADMINISTRATION SECTION 5307 FORMULA FUNDS TO THE KCATA FOR
THE #252 - LEE'S SUMMIT METROFLEX CIRCULATOR SERVICE. (PWC
12/19/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

A motion was made by Mayor Pro Tempore Binney, seconded by Councilmember Edson, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

- F. [BILL NO.](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
[17-08](#) TRANSIT SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT,

Public Works Committee

Action Letter

December 19, 2016

MISSOURI AND OATS, INC. FOR TRANSIT SERVICE EFFECTIVE APRIL 1, 2017 THROUGH DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$92,500 AND COMMITMENT OF AN AMOUNT NOT TO EXCEED \$148,000 OF FEDERAL TRANSIT ADMINISTRATION SECTION 5307 FORMULA FUNDS TO OATS FOR TRANSIT SERVICE. (PWC 12/19/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

A motion was made by Councilmember Edson, seconded by Councilmember Faith, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

- G.** [BILL NO. 17-09](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT FOR CAPITAL EQUIPMENT CFDA 20.507 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE KANSAS CITY AREA TRANSPORTATION AUTHORITY (KCATA). (PWC 12/19/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

A motion was made by Mayor Pro Tempore Binney, seconded by Councilmember Faith, to recommend this Ordinance for approval to the City Council. The motion carried unanimously.

- H.** [2016-0804](#) Final Recommendations on CIP Sales Tax Renewal (PWC 12/19/16)

Presenter: Presenter: Dena Mezger, Director of Public Works

Ms. Dena Mezger, Director of Public Works, began her presentation by reviewing the decisions needing to be made to move forward with CIP Sales Tax renewal: Renew the CIP Sales Tax - yes or no; Types of projects to be funded - more than transportation; Specific projects and/or programs to fund; and the term of the renewal - 10 or 15 years. The list of potential projects submitted totals around \$100.5 M. A 10-year CIP Sales Tax renewal would have potential revenue of \$75 M with no growth, and a 15-year renewal would have a potential revenue of \$112.5 M with no growth. She then reviewed the list of the potential projects.

Chairman Mosby asked if a need arises in another area of the City can the priorities of this list be shifted? The Legal Department confirmed that yes, the way the ballot is currently written, changes can be made to the list as long as it falls under the categories in the ballot language voted on by the public. Mayor Pro Tempore Binney cautioned the Committee against breaking promises to the public. He said that if a list of road projects is submitted to the public then they should not be removed or replaced, although the priorities can be adjusted. Chairman Mosby asked the Legal Department to prepare a title for the projects list as an educational supplement to the ballot and to make sure the ballot language is broad enough to include partial funding for MoDOT projects in the city limits if the need arises.

Mayor Pro Tempore Binney stated his reasons for wanting additional trail heads for the Rock Island Corridor in central or southern Lee's Summit. He also reiterated that Federal and State funds could possibly be used to offset the costs related to some of the projects on the list.

Chairman Mosby asked for a presentation of the Rock Island Corridor to be brought to the Committee in the near future. He also asked for clarification on stormwater priorities and the wording used on the list of potential projects. Councilmember Faith asked for information about how peer cities are handling stormwater issues. There was then discussion about public versus private philosophies as it relates to stormwater projects.

Councilmember Edson asked if maintenance of the stormwater system would be funded through the CIP Sales Tax. Ms. Mezger answered that maintenance is an ongoing expense and needs to have a different type of funding source. Councilmember Edson then asked Chairman Mosby to have a presentation brought to the Committee showing how the Fire Department Master Plan syncs up with the Transportation Master Plan.

The CIP Sales Tax ballot language was reviewed and there was a consensus to recommend a 15 year renewal.

Councilmember Faith made a motion to send to City Council for consideration, the proposed CIP Sales Tax Renewal language for the April ballot, with consideration of the stormwater program goals as discussed this evening and on a document discussed during the October 10, 2016 meeting, and also consideration to the projects within the CIP Sales Tax document dated November 21, 2016 as amended by the Committee this evening, and for the length of 15 years on the ballot language. The motion was seconded by Councilmember Edson. There was no discussion on the motion. The motion passed unanimously 4-0.

6. ROUNDTABLE

Public Works Committee

Action Letter

December 19, 2016

Chairman Mosby presented a list of future agenda items:

- Funding sources for stormwater scenarios
- Recycling Centers
- Fire Department presentation on roads for their plan
- Tonnage reports every month
- Discuss the snow mapping
- Take a look at our current adopted street light policy - Ms. Dena Mezger suggested sending this topic to CEDC because the current policy is a Development Standard
- Rock Island Railroad presentation

Councilmember Faith asked if the Committee receives a final report for snow removal. Ms. Christal Weber, Assistant City Manager, responded that a text message will be sent to the full council with that information.

Chairman Mosby asked Ms. Mezger to send a memo to the entire Council regarding the proposed projects list. He added that he would like to see anticipated projects added that include where the process is right now, like the MoDOT 50 Hwy and Hwy 291 interchange.

Councilmember Edson asked Ms. Mezger about the lights on Lee's Summit Road that still aren't working. Ms. Mezger answered that the lights are in Kansas City, Mo, and there is a connection problem with KCP&L.

Councilmember Faith said that he and another Councilmember are reporting they did not receive a single complaint call about snow removal. He drove around his district and he appreciates the work that was done. He asked Mr. Bob Hartnett, Deputy Director, to relay his appreciation to everyone involved.

7. ADJOURNMENT

The December 19, 2016, Public Works Committee meeting was adjourned by Chairman Mosby at 6:43 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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Packet Information

File #: BILL NO. 17-30, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 1/30/17)

Key Issues:

Twenty sanitary sewer segments are identified for replacement in the Small Main Replacement Program. These segments are under the current standard for minimum size and in poor condition.

This agreement authorizes surveying service in accordance with an existing on-call land surveying services contract for professional services.

The survey work is necessary to complete the phases of the project that will be designed in-house.

Background:

This project is funded by the Sanitary Sewer Tap Fund and the Sewer Construction Fund and involves the replacement of approximately 5,000 feet of sewer at various locations throughout central Lee's Summit.

Sewer segments have been identified that are under the current standard for minimum size and in poor condition. These lines will be replaced to reduce I&I and potential for blockage.

Many of the sewer segments are located in backyards in substandard width easements. A land survey is needed to determine the topography of the existing sewers and for describing temporary and permanent easements.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.

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

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 17-30

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND SURVEYING SERVICES IN THE AMOUNT OF \$34,000.00 FOR THE SMALL MAIN REPLACEMENT PROGRAM PURSUANT TO THE ON-CALL AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT (RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City currently has in place an on-call agreement for land surveying services with Anderson Survey Company, Inc., pursuant to RFQ 2017-302-1; and,

WHEREAS, this ordinance authorizes surveying services in accordance with an existing on-call land surveying services contract for professional services; and,

WHEREAS, the surveyor selection process for RFQ 2017-302 was qualifications-based; and,

WHEREAS, the Small Main Replacement Program includes the replacement of twenty sanitary sewer segments which are under the current standard for minimum size and in poor condition; and,

WHEREAS, survey work is necessary to complete the phases of the project that will be designed in-house; and,

WHEREAS, this project is funded by the Sewer Tap Fund and the Sewer Construction Fund.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby approves the authorization of expenditure of funds in the amount of \$34,000.00 for surveying services for the Small Main Replacement Program pursuant to the current on-call agreement for land surveying services yearly contract (Renewal No. 2017—302-1) between Anderson Survey Company, Inc. and the City of Lee's Summit, a true and accurate copy of the request for survey services and response hereby approved are attached hereto and incorporated by reference as though fully set out 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.

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

BILL NO. 17-30

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

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*



LAND SURVEYORS
INDUSTRIAL MEASUREMENT SPECIALISTS

FOUNDER: JAMES P. ANDERSON 1897 — 1948

PROFESSIONAL LAND SURVEYORS
JAMES S. ANDERSON, President
OLIVER S. ANDERSON 1926-1983
ROBERT W. ANDERSON 1924-1965
THOMAS L. LANG
PHILIP J. HENEHAN
JOHN P. WEBSTER
ROBERT J. ANDERSON

December 28, 2016

City of Lee's Summit, Missouri
Department of Public Works
220 Southeast Green Street
Lee's Summit, Missouri 64063

Attention: Mr. Kevin York, P.E.

RE: Survey Proposal, Design Survey, Small Sewer Main Replacement Program, Project No. 34031783-C, Various Locations in Lee's Summit, Jackson County, Missouri

Dear Mr. York:

As you requested, we have reviewed the above project and do hereby propose to provide the surveying services needed for the design of sewer main replacements at twenty locations in Lee's Summit, according to the requested services described in your proposal dated December 14, 2016.



Based on the rate of charges in our current on call contract we estimate the cost to provide these services to be between \$32,000.00 and \$34,000.00. We propose to invoice you for the amount of time spent on the surveys, at the rates contained in the current contract, subject to the above maximum cost of \$34,000.00. Our current schedule should allow us to complete these surveys within approximately six to eight weeks of your notification to proceed. The estimated costs for each project are shown on the attached sheet.

Should you have any questions or need additional information, please feel free to call.

Sincerely,

James S. Anderson, President
ANDERSON SURVEY COMPANY, INC.

JSA:dja

 *The quiet of our estates, in a great measure, depends upon the faithfulness, understanding, and care of our surveyors.* 
Virginia Statutes, 1705

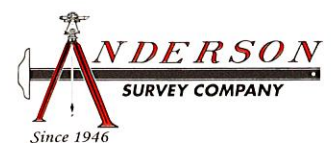
Estimated Costs for Design Surveys for Small Main Replacement Program
Project No. 34031783-C

Project No. 1 North of Maggie Street east of Douglas	\$2,350.00
Project No. 2 First Street and Madison	\$1,100.00
Project No. 3 Maple and Ward	\$2,600.00
Project No. 4 North of Maggie Street west of Green	\$2,200.00
Project No. 5 Beacon Street South of Orchard	\$2,300.00
Project No. 6 Madison and Monroe Alley	\$2,100.00
Project No. 7 Independence and 3 rd Terrace	\$2,300.00
Project No. 8 Short and Eastridge	\$1,500.00
Project No. 9 Johnson and Beacon	\$1,800.00
Project No. 10 Independence and Morningside	\$2,300.00
Project No. 11 Ward Road and Lea	\$3,100.00
Project No. 12 Oldham Parkway	\$1,250.00
Project No. 13 Blue Parkway	\$900.00
Project No. 14 4th Street Terrace and Walnut	\$900.00
Project No. 15 North of 4 th Street Terrace west of Walnut	\$1,500.00



Estimated Costs for Design Surveys for Small Main Replacement Program
Project No. 34031783-C (continued)

Project No. 16 East of 801 SE Miller	\$1,500.00
Project No. 17 9 th Street and Miller	\$1,300.00
Project No. 18 Miller north of 9 th Street	\$1,100.00
Project No. 19 9 th Street west of Miller	\$1,100.00
Project No 20 Langsford and Ridgeview	\$800.00
Total Estimated Cost	\$34,000.00



Project 34031783-C FY16 Small Main Replacement Program: Survey Request
By Kevin York, Senior Staff Engineer, City of Lee's Summit Public Works Department

Limits of the proposed Sanitary Sewer Main replacements:

1. Segment 46859 from 30-038 to 30-001CO. Beginning at manhole 30-038 located in the corner of the driveway at 103 NE Maggie Street shoot the top and flowlines of the manhole. Shoot the top and flowlines of the manholes east and west of manhole 30-038. Continue surveying to the north. Survey a strip of land 80 feet wide centered on the property lines between the homes on NE Douglas and NE Meadow Lane from the southern right of way line on NE Maggie Street to the southern property line of Lea McKeighan Park. Structure 30-001CO is buried. Coordinate with the Lee's Summit Water Utilities (LSWU) Department to pothole the upstream end of the sewer so the end of the sewer can be surveyed. Also coordinate with LSWU to pothole the water main crossing on the north side of NE Maggie Street so the top of the water main and the sewer can be surveyed.
2. Segment 47018 from 30-226 to 30-227. Beginning at manhole 30-227, survey a strip of land 30 feet wide centered along segment 47018 to a point 15 feet north of manhole 30-226. Shoot the top and flowlines of the manholes. Coordinate with LSWU to pothole two locations where water mains cross the sewer so the top of the water mains can be surveyed. The water mains are under pavement so some pavement restoration will be needed.
3. Segment 47024 from 30-232 to 30-233. Beginning at the centerline of NE Ward Road, survey a strip of land 30 feet wide along the north side of segment 47020 and a strip of land 20 feet wide along the south side of segment 47020 for a total width of 50 feet. Survey a strip of land 20 feet wide from manhole 30-233 south to the northern edge of curb on NW Maple Street between the two houses at 1008 NW Maple Street and 1006 NW Maple Street. Coordinate with LSWU to pothole the water main crossing the sewer east of manhole 30-232 so the top of the water main can be surveyed. Shoot the end of the storm pipe located east manhole 30-232.
4. Segment 50952 from 30-333 to 30-334. Beginning at manhole 30-333 located at the south edge of pavement of NE Maggie Street, shoot the top and flowlines of the manhole. Shoot the top and flowlines of the manholes east and west of manhole 30-333. Continue surveying to the north. Survey a strip of land 80 feet wide centered on the property lines between the homes on NE Meadow Lane and NE Green Street from the southern right of way line on NE Maggie Street to the southern property line of Lea McKeighan Park. Structure 30-334 is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. Also coordinate with LSWU to pothole the water main crossing on the north side of NE Maggie Street so the top of the water main and the sanitary sewer can be surveyed.
5. Segment 53537 from 30-077 to 30-054. Beginning at the western right of way line of NE Beacon Drive and centered along the property line separating 301 NE Orchard Street and 403 NE Beacon Avenue, survey a strip of land 80 feet wide to the eastern property line of 307 NE Orchard Street. Shoot the top and flowlines of manhole 30-077. Manhole 30-054 cannot be located. Water Utilities will pothole the sewer to determine the upstream end of the sewer. The segment may extend farther east

of what is indicated by City GIS data. Shoot the upstream end of the sewer when it is located. Shoot the top and flowlines of manhole 30-077.

6. Segment 75392 from 30-227 to 30-277. Beginning at MH 30-227, survey a strip of land 30 feet wide to a point 30 feet south of manhole 30-277. Shoot the top and flowlines of both manholes. The Butterfields Addition plat shows the alley is 20 feet wide. Survey from the western boundary of the alley to 30 feet east of the boundary.

7. Segment 44054 from 31-289 to 31-290. Beginning at the east curb of SE Independence Avenue centered on the property lines between the homes on SE 3rd Terrace and SE Morningside Drive, survey a strip of land 80 feet wide east to the eastern property line of 609 SE 3rd Terrace. Shoot the top and flowlines of manhole 31-289. Structure 31-290 is buried. Coordinate with the LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed.

8. Segment 47202 from 31-181 to 31-154. Beginning 30 feet south of manhole 31-181, survey a strip of land extending 20 feet west of the western edge of pavement of NE Eastridge Street and 10 feet east of the western edge of pavement of NE Eastridge Street for a total width of 30 feet. Continue surveying north to the northern edge of pavement of the intersection of NE Short Street and NE Eastridge Street. Shoot the tops and flowlines of the sewer manholes and the flowlines of the storm pipe crossing NE Short Street. Coordinate with LSWU to pothole the water main crossing on the South side of NE Short Street so the top of the water main can be surveyed. The water main is under pavement so some pavement restoration will be needed.

9. Segment 53525 from 31-185 to 31-183. Beginning 10 feet southeast of manhole 31-185, survey a strip of land 80 feet wide centered along segment 53525 to the concrete storm channel near manhole 31-183. Shoot the tops and flowlines of both manholes. Also shoot the top and flowlines of manhole 31-182.

10. Segment 53529 from 31-311 to 31-399. Beginning at the east curb of SE Independence Avenue centered on the property lines between the homes on SE Morningside Drive and SE 4th Street, survey a strip of land 80 feet wide east to the eastern property line of 609 SE Morningside Drive. Shoot the top and flowlines of manhole 31-311. Structure 31-399 is buried. Coordinate with the LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed.

11. Segments 48894 and 48895 from 38-004 to 38-001CO. Beginning at the northern curb of SW Lea Drive, survey a strip of land 80 feet wide centered along the eastern property lines of the properties from 609 to 709 SW Ward Road continuing north to the southern property line of 607 SW Ward Road. The upstream end of the sewer is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. GIS data indicate the sanitary sewer ends near the southern property line of 607 B SW Ward Road. It is not known if the sanitary sewer extends farther north connecting to more properties. Shoot the tops and flowlines of the two manholes in the survey area. Shoot the western edge of the concrete storm channel. Do not shoot the bottom of the channel or any property east of the channel.

12. Segment 48999 from 38-116 upstream to the end of the sewer. Beginning 10 feet southeast of manhole 38-116, survey a strip of land 50 feet wide centered along sewer segment 48999. Continue surveying northwest to the northwestern property line of 813 SW Oldham Parkway. The upstream end of the segment is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. GIS data indicate the segment ending about 120 feet northwest of manhole 38-116. Video inspection of the segment shows the segment ending about 246 feet upstream of manhole 38-116 which is near the northwestern property line of 813 SW Oldham Parkway. Shoot the top and flowlines of manhole 38-232.

13. Segment 49100 from 38-227 to 38-226. Beginning 10 feet southeast of manhole 38-227, survey a strip of land 20 feet wide southwest of the southern curb along the private street and a strip of land 10 feet northeast of the curb for a total width of 30 feet. Continue surveying northwest to a point 10 feet northwest of manhole 38-226. Shoot the tops and flowlines of both manholes.

14. Segment 49106 from 38-232 to 38-004CO. Beginning at manhole 38-232, survey a strip of land 30 feet wide centered along sewer segment 49106. Structure 30-001CO is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. Continue the survey to a point 10 feet southeast of the end of the sewer segment. Shoot the top and flowlines of manhole 38-232.

15. Segment 53443 from 38-232 to 38-005CO. Beginning at manhole 38-232, survey a strip of land 80 feet wide centered along the fence separating 600 and 604 SW 4th Terrace. Structure 30-001CO is buried. Coordinate with LSWU to pothole the upstream end of the sewer so the end of the sewer can be surveyed. Continue the survey to the southern property line of 314 SW Walnut Street.

16. Segment 47576 from 39-062 to 39-066. Beginning at manhole 390-062, survey a strip of land 80 feet wide to a point 10 feet northeast of manhole 39-062. Shoot the top and flowlines of both manholes. Coordinate with LSWU to pothole the water main crossing on the northeast side of SE Miller Street so the top of the water main and the sewer can be surveyed.

17. Segment 47577 from 39-070 to 39-069. Beginning 10 feet east of manhole 39-070, survey a strip of land 20 feet wide south of the southern curb along SE 9th Street and a strip of land 10 feet north of the curb for a total width of 30 feet. Continue surveying west to a point 10 feet west of manhole 39-069. Shoot the tops and flowlines of both manholes.

18. Segment 53155 from 39-066 to 39-067. Beginning 10 feet northwest of manhole 39-066, survey a strip of land 20 feet wide southwest of the western curb along SE Miller Street and a strip of land 10 feet northeast of the curb for a total width of 30 feet. Continue surveying southeast to a point 10 feet southeast of manhole 39-067. Shoot the top and flowlines of manhole 39-067.

19. Segment 75585 from 39-068 to upstream end of sewer segment. Beginning 10 feet northwest at manhole 39-068, survey a strip of land 60 feet wide centered along sewer segment 75585. The upstream end of the sewer segment is buried. Coordinate with LSWU to pothole the upstream end of

the sewer so the end of the sewer can be surveyed. Continue the survey to a point 10 feet southeast of the end of the sewer segment. Shoot the top and flowlines of manhole 39-068.

20. Segment 75534 from 31-205 to 31-477. Survey the tops and flowlines of both manholes.

Items to include in the survey:

- Shoot the curbs, pavement edges, street centerlines, drainage structures, inverts of storm pipes, sanitary sewer manholes, sanitary sewer pipe inverts, sidewalks, curb ramps, driveways, shrubs, trees, landscaping, fences, signs, poles, houses, buildings, sheds, mail boxes, playground equipment and swimming pools.
- For outside drop manholes, shoot the flowlines of the top and bottom pipe.
- Arrange for utilities to be marked and survey all utilities in the project limits. Shoot all utilities including service meters meters within the project limits.
- Include all right-of-way, property lines, and easements within the project limits.
- Set control points and benchmarks for each location.

Provide an Autocad drawing of the topography including 3-D contours and a triangular irregular network surface. Also provide a text file of the survey. Use a coordinate system that matches the City of Lee's Summit geographic information system. The plan sheets will be produced using a scale of 1 inch equals 20 feet.

Packet Information

File #: BILL NO. 17-38, **Version:** 2

AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Key Issues:

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Background:

The Public Works Committee is being asked to consider approval of a Second Amendment to Cooperative Agreement for Reciprocal Sewer Service between the City of Lee's Summit and the City of Kansas City that will

further clarify the rights and responsibilities of each entity with regard to sewer infrastructure located in the Boggs Hollow watershed, which traverses the corporate limits of both cities.

In order to effectuate the intent of the Cooperative Agreement, it is necessary for the City of Lee's Summit to formally convey legal ownership of certain sewer infrastructure that is physically located in the corporate limits of the City of Kansas City to the City of Kansas City. Doing so will ensure that Kansas City will be responsible for future maintenance responsibilities of the infrastructure, and will eliminate further confusion as to responsibilities in the future.

The Quit Claim Deed and Assignment of Sanitary Sewer Line Easements, Rights of Way, and Infrastructure will convey legal title to any and all interests in real property in the Boggs Hollow Watershed held by the City of Lee's Summit which is located in the corporate limits of Kansas City, Missouri, and also identifies and conveys related infrastructure owned by the City of Lee's Summit. The Bill of Sale for Sewer Infrastructure further identifies the infrastructure to be conveyed.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Mark Schaufler, Director of Water Utilities

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

BILL NO. 17-38

AN ORDINANCE APPROVING A QUIT CLAIM DEED AND ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE AND BILL OF SALE FOR SEWER INFRASTRUCTURE TRANSFERRING CITY-OWNED SEWER INFRASTRUCTURE LOCATED IN THE CORPORATE CITY LIMITS OF KANSAS CITY, MISSOURI TO THE CITY OF KANSAS CITY, MISSOURI IN CONNECTION WITH THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

WHEREAS, the City of Lee's Summit, Missouri and the City of Kansas City, Missouri have negotiated terms and conditions associated with the ownership and maintenance of sewer infrastructure located in the corporate limits of both Lee's Summit and Kansas City in what is known as the Boggs Hollow Watershed; and,

WHEREAS, the City of Lee's Summit owns certain sewer infrastructure that is located within the corporate limits of Kansas City, and which is within easements owned by Kansas City; and,

WHEREAS, the City of Lee's Summit desires to formally and finally convey its right, title and interest in the infrastructure it owns located in the Boggs Hollow Watershed which is within corporate limits of Kansas City to the City of Kansas City, and the City of Kansas City desires to formally accept ownership and responsibility for the same; and,

WHEREAS, the parties have negotiated the terms and conditions of the conveyance of said infrastructure in the form of a Quit Claim Deed, attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth, as well as a Bill of Sale, attached hereto as "Exhibit B" and incorporated herein by reference as though fully set forth, to formally effectuate the transfer of ownership of said infrastructure.

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

SECTION 1. That the Quit Claim Deed and Assignment of Sanitary Sewer Line Easements, Rights of Way, and Infrastructure, a true and accurate copy being attached hereto as "Exhibit A" and made a part hereof by reference, and the Bill of Sale for Sewer Infrastructure, a true and accurate copy being attached hereto as "Exhibit B" and made a part hereof by reference be and are hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor Randall L. Rhoads

BILL NO. 17-38

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

_____ (Space Above this Line for Recording Data) _____

Title(s) of Document: Quit Claim Deed and Assignment of Sanitary Sewer Easements, Rights of Way and Infrastructure

Date of Document: _____

Grantor(s): City of Lee's Summit, Missouri

Grantor's Address: 220 SE Green Street, Lee's Summit, Missouri 64063

Grantee(s): City of Kansas City, Missouri

Grantee's Address: _____

Full Legal Description: SEE EXHIBIT A

Reference Book(s) and Page(s): N/A

QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE

THIS ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY, AND INFRASTRUCTURE is made and entered into this ____ day of _____, 2017, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipal corporation, with a mailing address of 220 SE Green Street, Lee's Summit, Jackson County, Missouri 64063, (hereinafter "Grantor"), and THE CITY OF KANSAS CITY, MISSOURI, a Missouri municipal corporation, of Jackson County, Missouri, with a mailing address of _____ (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor was granted a Sanitary Sewer Lines Easement (hereinafter "Sanitary Sewer Lines Easement") on or about August 15, 1977, as evidenced by Jackson County Certified Instrument No. I297591; and

WHEREAS, Grantor owns and operates a sewer interceptor which it constructed within the Boggs Hollow Watershed in 1976 ("Boggs Hollow Interceptor") , and the Boggs Hollow Interceptor lies within the corporate limits of both Grantee and Grantor, with one existing main connection in the corporate limits of Grantor and five existing main connections existing in the corporate limits of Grantee; and

WHEREAS, the parties entered into a Cooperative Agreement for Reciprocal Sewer Service on September 1, 1966 and amended that agreement on November 1, 1976; and

WHEREAS, the parties entered into a separate Cooperative Agreement on February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed; and

WHEREAS, the parties are, contemporaneous to the execution of this document, entering into a new Cooperative Agreement to more adequately outline the rights and obligations of the parties with respect to the Boggs Hollow Interceptor; and,

WHEREAS, in order to effectively administer the terms and provisions of the new Cooperative Agreement referenced herein, Grantor wishes to assign said Sanitary Sewer Lines Easement to Grantee, along with ownership and maintenance responsibility of all infrastructure contained therein, and Grantee wishes to accept the same from Grantor.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby REMISE, RELEASE and FOREVER QUIT-CLAIM unto the Grantee, its successors and assigns, any and all of Grantor's right, title and interest in and to each of the easements, rights-of-way and infrastructure contained therein as legally described on the attached "Exhibit A," as well as,

specifically, all infrastructure and appurtenances attached to and including the following manholes: 21-086, 21-085, BH-023, BH-022, BH-021, BH-020, BH-019, BH-018, BH-017, BH-016, BH-015, BH-014, BH-013, BH-012, BH-011, BH-010, BH-009, BH-008, BH-007, BH-006, BH-005, BH-004, BH-003, and BH-002, as depicted on the attached "Exhibit B" and "Exhibit C."

2. That the Grantee shall be solely responsible for the care and maintenance of said sanitary sewer lines, easements, rights of way, and infrastructure, and shall be responsible for any future damages incurred incidental to the use and operation of said sanitary sewer lines and infrastructure, and that incidental thereto the Grantee shall save and hold the Grantor harmless from any and all future obligation or liability in connection with the same.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances, and subject to all restrictions, conditions and covenants thereto belonging, unto Grantee, its successors and assigns forever; so that neither Grantor nor any person or persons for it or in its name or behalf shall or will hereafter claim or demand any right, title or interest to the aforesaid rights-of-way or any part thereof, but they and each of them shall by these presents be excluded and forever barred, so that neither the Grantor nor any successor Grantor shall or will hereafter be obligated or required to perform any of the terms, conditions or covenants of said easements or other instruments with respect to such rights-of-way, and the Grantee, by acceptance hereof shall hereafter assume all duties and obligations with respect to such easements and rights-of-way.

IN WITNESS WHEREOF, the Grantor has caused this document to be executed by its Mayor and attested by the City Clerk pursuant to an Ordinance duly adopted by the City Council of the City of Lee's Summit, Missouri and the Grantee has acknowledged acceptance and receipt of this Assignment pursuant to an Ordinance duly adopted by Grantee.

THE CITY OF LEE'S SUMMIT, MISSOURI

Randall L. Rhoads, Mayor

ATTEST:

City Clerk

CITY OF KANSAS CITY, MISSOURI

By _____

ATTEST:

City Clerk

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared Randall L. Rhoads, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Lee's Summit, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said Mayor, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the City of Kansas City, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said _____, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A TO QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE

A strip of land 15 feet wide through part of the South $\frac{1}{2}$ of Section 26, Township 48, Range 32, in Kansas City, Jackson County, Missouri, lying 7.5 feet on each side of the following described center line: Beginning on the South line of the Southeast $\frac{1}{4}$ of said Section 26, and 76.60 feet West of the Southeast corner of the Southwest $\frac{1}{4}$ thereof; thence North $22^{\circ}-06'-44''$ West, this and subsequent courses referring to the West line of the Southeast $\frac{1}{4}$ of said Section 26, as having a bearing of North $2^{\circ}-59'-25''$ East, a distance of 203.91 feet; thence North $35^{\circ}-40'32''$ West, a distance of 372.18 feet; thence North $66^{\circ}-06'-40''$ West, a distance of 380.89 feet; thence North $57^{\circ}-31'40''$ West, a distance of 381.0 feet; thence North $24^{\circ}-25'-53''$ West, a distance of 324.78 feet; thence North $76^{\circ}-35'-35''$ West, a distance of 116.71 feet to a point on corner thereof; thence continuing North $76^{\circ}-35'-35''$ West, a distance of 110.30 feet; except that part thereof in Bannister Road.

BILL OF SALE FOR SEWER INFRASTRUCTURE

THE CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, in exchange for ONE DOLLAR AND NO/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey and transfer to THE CITY OF KANSAS CITY, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, all of the sewer infrastructure, including sewer mains, valves, manholes, and other appurtenances which are attached to the following manholes: 21-086, 21-085, BH-023, BH-022, BH-021, BH-020, BH-019, BH-018, BH-017, BH-016, BH-015, BH-014, BH-013, BH-012, BH-011, BH-010, BH-009, BH-008, BH-007, BH-006, BH-005, BH-004, BH-003, and BH-002. A visual depiction of the infrastructure to be conveyed is attached as "Exhibit A" and "Exhibit B."

IN WITNESS WHEREOF, the above and foregoing Bill of Sale has been executed by the Mayor and attested by the City Clerk pursuant to an Ordinance duly adopted by the City Council of the City of Lee's Summit, Missouri on this _____ day of _____, 2017.

THE CITY OF LEE'S SUMMIT, MISSOURI

Randall L. Rhoads, Mayor

ATTEST:

City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires:

Packet Information

File #: BILL NO. 17-29, **Version:** 1

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT. (PWC 1/30/17)

Key Issues:

- The cities of Lee's Summit, Missouri and Kansas City, Missouri have had on going discussions about the ownership and access rights for use of the Boggs Hollow Interceptor for more than forty years.
- This discussion revolves around capacity concerns for both Cities if the service area for the line is completely built out.
- The existing line is vitrified clay pipe, was constructed in 1972 and the line was sized to serve a lower density of development than what the area is seeing.
- In 2004, an agreement was reached in which Kansas City was going to build their own line and Lee's Summit was going to allow the existing Kansas City connections to remain. The line contemplated in the 2004 agreement was never constructed due to its' cost.
- Kansas City approached Lee's Summit with a new proposed approach to this problem in which Kansas City would take over the portion of the line in Kansas City and Lee's Summit would construct a meter structure at the City Limit line.
- In this new, proposed agreement, the responsibility of the line in the Kansas City corporate limits becomes Kansas City's for maintenance and operations.
 - Lee's Summit's Flows are not limited
 - Lee's Summit still pays the Little Blue Valley Sewer District Rate for its flows.
 - Lee's Summit is only responsible for the portion of the the line which is inside the City of Lee's Summit corporate boundary.
- This works for both cities because Lee's Summit's costs to install the meter structure is less than the cost of the necessary line improvements for the interceptor and Kansas City's costs are less to improve the line they are taking than would be necessary to construct a whole new interceptor.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Background:

The sewer in the Boggs Hollow drainage basin has been an item of concern between Kansas City and Lee's Summit since 2001. The concern for this area has tended to ebb and flow with development pressure in the drainage basin. Various negotiations and approaches have been reviewed by both entities over the past 13 years to alleviate this issue. Recently as part of Water Utilities work to clear up and expand our agreements for water and sewer service with Kansas City this issue has again been brought to the forefront.

The issue of concern is that of the ability of the current line to serve both Kansas City and Lee's Summit with respects to the capacity of the line. This agreement allows for both entities to serve their respective areas while lessening the economic impact to the utilities to do so.

Impact/Analysis:

The cost of the meter structure will be approximately \$200,000. This cost was included in Water Utilities' FY17 budget. The overall cost to upgrade the interceptor sewer outside the Lee's Summit Corporate Boundaries is estimated at nearly than \$2,000,000. This agreement reduces the outlay of potential capital costs by approximately 90%.

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Presenter: Mark Schaufler, Director of Water Utilities

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

BILL NO. 17-29

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITY OF KANSAS CITY, MISSOURI FOR THE OPERATION AND MAINTENANCE OF THE BOGGS HOLLOW SEWER INTERCEPTOR AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

WHEREAS, Lee's Summit owns and operates a sewer interceptor which it constructed within the Boggs Hollow Watershed in 1976 ("Boggs Hollow Interceptor"); and,

WHEREAS, The Boggs Hollow Interceptor lies within the corporate limits of both Kansas City, Missouri and Lee's Summit, Missouri with one existing main connection in Lee's Summit and five existing main connections in Kansas City; and,

WHEREAS, the parties entered into a Cooperative Agreement for Reciprocal Sewer Service on September 1, 1966 and amended that agreement on November 1, 1976; and,

WHEREAS, the parties entered into a separate Cooperative Agreement on February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed; and,

WHEREAS, the Boggs Hollow Interceptor is connected to the 90-inch Little Blue Interceptor Sewer through a metering station on a 48-inch trunk sewer at Station 125+25 of Contract S-4 ("Boggs Hollow metering station") within Kansas City corporate limits, and the Boggs Hollow metering station is owned and maintained by the Little Blue Valley Sewer District (LBVSD); and,

WHEREAS, the total charges for sewer service for flows from the Boggs Hollow Interceptor into the Little Blue Interceptor Sewer are being determined by the LBVSD and paid by Lee's Summit; and,

WHEREAS, Kansas City is currently paying to Lee's Summit for each customer within the Kansas City portion of the Boggs Hollow watershed a monthly sewer service charge for an un-metered connection for non-resident users; and,

WHEREAS, Lee's Summit and Kansas City desire to clarify their rights and responsibilities with respect to the Boggs Hollow Interceptor and further desire to amend again the Cooperative Agreement for Reciprocal Sewer Service of 1966 in order to clarify and redefine their rights and responsibilities with respect to the Boggs Hollow Interceptor, provide for the construction of a new metering station by Lee's Summit, and provide a basis by which Kansas City will assume responsibility for paying LBVSD sewer charges for sewer flow through the Boggs Hollow Interceptor while receiving payment from Lee's Summit for its share of LBVSD charges attributable to Lee's Summit flow, which have been memorialized in the Second Amendment to Cooperative Agreement for Reciprocal Sewer Service, attached hereto as "Exhibit A."

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

SECTION 1. That the Second Amendment to Cooperative Agreement for Reciprocal Sewer Service, a true and accurate copy being attached hereto as "Exhibit A" and made a part hereof

BILL NO. 17-29

by reference, be and is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR RECIPROCAL SEWER SERVICE

This Second Amendment to a Cooperative Agreement for Reciprocal Sewer Service ("Agreement") is entered into this ____ day of _____, 2017 (the "Effective Date"), by and between Kansas City, Missouri, a constitutionally chartered municipal corporation, through its Director of Water Services ("KCMO") and the City of Lee's Summit, Missouri, a constitutional chartered municipal corporation ("Lee's Summit").

RECITALS AND DEFINED TERMS

WHEREAS, Lee's Summit owns and operates a sewer interceptor which it constructed within the Boggs Hollow Watershed in 1976 ("Boggs Hollow Interceptor"), and the Boggs Hollow Interceptor lies within the corporate limits of both KCMO and Lee's Summit, with one existing main connection in Lee's Summit and five existing main connections in KCMO; and

WHEREAS, Lee's Summit and KCMO entered into a Cooperative Agreement for Reciprocal Sewer Service on September 1, 1966 and amended that agreement on November 1, 1976; and

WHEREAS, Lee's Summit and KCMO entered into a separate Cooperative Agreement on February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed; and

WHEREAS, the Boggs Hollow Interceptor was constructed by Lee's Summit in 1976 in two phases with federal funds and sized for the Boggs Hollow Watershed, which also lies within the corporate limits of both KCMO and Lee's Summit, with one existing main connection in Lee's Summit and five existing main connections in KCMO; and

WHEREAS, the Boggs Hollow Interceptor is connected to the 90-inch Little Blue Interceptor Sewer through a metering station on a 48-inch trunk sewer at Station 125+25 of Contract S-4 ("Boggs Hollow Metering Station") within KCMO limits, and the Boggs Hollow Metering Station is owned and maintained by the Little Blue Valley Sewer District (LBVSD); and

WHEREAS, the total charges for sewer service for flows from the Boggs Hollow Interceptor into the Little Blue Interceptor Sewer are being determined by the LBVSD and paid by Lee's Summit, and KCMO is paying to Lee's Summit for each customer within the Kansas City portion of the Boggs Hollow Watershed a monthly sewer service charge for an unmetered connection for non-resident users; and

WHEREAS, Lee's Summit and KCMO desire to clarify their rights and responsibilities with respect to the Boggs Hollow Interceptor; and

WHEREAS, Lee's Summit and KCMO desire to amend again the Cooperative Agreement for Reciprocal Sewer Service of 1966, as modified and amended in 1976 and 2004, in order to clarify and redefine their rights and responsibilities with respect to the Boggs Hollow Interceptor, to provide for the construction of a new metering station by Lee's Summit, and to provide a basis by which KCMO will assume responsibility for paying LBVSD sewer charges for sewer flow through the Boggs Hollow Interceptor while receiving payment from Lee's Summit for its share of LBVSD charges attributable to Lee's Summit flow.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between KCMO and Lee's Summit as follows:

1. This is a cooperative Agreement authorized by Section 70.220, RSMo. et. seq. (2010). In accordance with Section 70.300, RSMo., a copy of this Agreement will be filed in the Office of the Secretary of State and in the Offices of the Recorder of Deeds of Jackson County. This Agreement shall be governed by and construed according to the laws of the State of Missouri.

2. It is the intent of the parties that this Second Amendment to the Cooperative Agreement for Reciprocal Sewer Service of 1966 will supersede and replace in its entirety all provisions of the separate Cooperative Agreement of February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed. As of the Effective Date of this Amendment, the separate Cooperative Agreement of February 19, 2004 is null and void and of no further force or effect.

3. Paragraph 7 of the Cooperative Agreement for Reciprocal Sewer Services of 1966 as amended 1976, is further amended by adding a new Subsection (e) as follows:

(e). Within two years from the Effective Date of this Amendment Lee's Summit will construct and install a permanent flow metering station and related appurtenances ("Lee's Summit Metering Station") on the Boggs Hollow Interceptor in the vicinity of its city limits with KCMO in or around Manhole BH-023 A map depicting, among other things, the general location of the Lee's Summit Metering Station is attached hereto and incorporated herein as "Exhibit A." Lee's Summit will be solely responsible for all costs associated with the design, construction, operation and maintenance of the Lee's Summit Metering Station. Lee's Summit agrees to construct the Lee's Summit Metering Station in accordance with standard engineering practice so that the Lee's Summit Metering Station is capable of determining flows from the Lee's Summit portion of the Boggs Hollow Interceptor for the purpose of allocating costs between KCMO and Lee's Summit.

(1) If the Lee's Summit Metering Station is to be located in a manhole upstream of its city limits with KCMO, within 90 days from the Effective Date of this Amendment, Lee's Summit agrees to install temporary meters at the locations of the proposed Lee's

Summit Metering Station and Manhole BH-023 in accordance with standards engineering practice and report flows to KCMO for at least two years to establish a measure of the inflow and infiltration into this segment of main. Lee's Summit shall update this data by metering an additional 12 months of flows every five years.

(2) Lee's Summit will submit plans and specifications for the Lee's Summit Metering Station to KCMO for review before construction. Lee's Summit will provide notice to KCMO after completion of the Lee's Summit Metering Station. KCMO will inspect the Metering Station in accordance with its ordinances and provide its notice of acceptance of the Lee's Summit Metering Station to Lee's Summit. KCMO will be granted the right of reasonable access to the Lee's Summit metering station to verify the accuracy of the meter and its reads.

(3) After completion and startup of the Lee's Summit Metering Station and acceptance of same by KCMO, KCMO and Lee's Summit will effectuate transfer of the payment responsibility for the LBVSD charges for flows recorded through the Boggs Hollow Interceptor from Lee's Summit to KCMO. Upon transfer of the LBVSD billing and charges for the Boggs Hollow Interceptor to KCMO, the charges will be apportioned between KCMO and Lee's Summit in accordance with each city's flow contribution to the Boggs Hollow Interceptor as provided for in subsection '(4)' below. Lee's Summit agrees to pay KCMO the approved charge allocation for sewer service within 30 days of receipt of the invoice. KCMO will submit payment of all charges to the LBVSD in accordance with LBVSD billing requirements.

(4) The LBVSD charges for the Boggs Hollow Interceptor will be allocated between KCMO and Lee's Summit in the following manner:

Step 1: Calculate LBVSD annual charges for the connection to the Boggs Hollow Interceptor by apportioning the total charges assessed to KCMO by LBVSD between the Boggs Hollow Interceptor and other KCMO connections using normalized flow percentages at all KCMO connections in accordance with LBVSD procedures.

Step 2: Apportion all other charges for the Boggs Hollow Interceptor connection between KCMO and Lee's Summit based on the percentage of actual flow to the interceptor, using the metered flow data obtained from the Lee's Summit and Boggs Hollow Metering Stations each quarter consistent with the LBVSD fiscal year. If the Lee's Summit Metering Station is located in a manhole upstream of its city limits with KCMO, LSMO agrees to also pay KCMO for the inflow and infiltration into the segment of main between the metering station and city

limits as determined from the temporary flow monitoring data. The analysis of flow data and the allocation of costs will be in accordance with standard engineering standards and accounting practices. Each party agrees to promptly make available to the other party all supporting documentation within their control necessary for each cost allocation determination.

(5) . Lee's Summit agrees to transfer ownership to KCMO of that portion of the Boggs Hollow Interceptor within KCMO limits. The parties agree that a Quit Claim Deed and Assignment of Sanitary Sewer Easements, Rights of Way and Infrastructure, as well as a Bill of Sale, in substantially the same form as attached hereto as Exhibit B and Exhibit C, will be suitable to acknowledge such transfer. Lee's Summit will forward the executed Affidavit of Conveyance after receipt of a counterpart of this Agreement executed on behalf of KCMO. From and after the date of such transfer, KCMO is responsible for all maintenance and repair of the portion of the Boggs Hollow Interceptor located within KCMO's city limits, and Lee's Summit is responsible for all maintenance and repair of the portion of the Boggs Hollow Interceptor located within Lee's Summit's city limits. Each party agrees that from and after the date of transfer each respective party shall assume all obligations, responsibilities, and risk of loss associated with their respective portion of the Boggs Hollow Interceptor.

(6) KCMO and Lee's Summit agree to maintain adequate capacity in their respective portions of the Boggs Hollow Interceptor within their city limits and the Boggs Hollow watershed for effective operation of the Interceptor as a whole. Subject to approval by the party's respective counsel and subject to appropriation, each party shall undertake improvements to its portion of the Boggs Hollow Interceptor as needed to maintain adequate capacity in accordance with standard engineering practice and regulatory requirements and reasonably anticipated development.

(7) KCMO and Lee's Summit agree to be responsible for their own inflow and infiltration mitigation for the Boggs Hollow Interceptor within their respective city limits. The parties further agree to report any overflows from the Boggs Hollow interceptor which occur within their city limits to regulatory agencies as required by law and to the other party to this Agreement.

(8) Lee's Summit may, in its discretion, construct additional sewer within KCMO in order to connect to a manhole on the Boggs Hollow Interceptor in the general vicinity as shown on Exhibit A for flows from reasonably anticipated development which originate within the limits of the Boggs Hollow Watershed as defined by Exhibit A. In the event Lee's Summit decides to make this connection, all of the provisions of this Agreement, including, without limitation, those provisions relating to the construction of the

metering structure, the measurement and billing for flow through the connection, shall apply. The additional sewer within KCMO shall be designed and constructed in accordance with KCMO standards and sewer extension procedures.

(9) This Amendment provides the sole basis for calculating charges to Lee's Summit for sanitary sewer flow through the Boggs Hollow Interceptor. Lee's Summit's sole responsibility for sanitary sewer related rates and charges for sewer flow through the Boggs Hollow Interceptor is limited to its share of the LBVSD charges as described in this Agreement plus charges for inflow and infiltration in the event the Lee's Summit Metering Station is located in a manhole upstream of its city limits with KCMO.

(10). Neither party may limit the amount of sewer flow deposited through the other party's connections into the Boggs Hollow Interceptor as long as the flow originates within the limits of the Boggs Hollow Watershed designated in the attached Exhibit A, subject to the requirements of Subsections (e)(6) and (e)(7) above.

4. All other sections of the Cooperative Agreement for Reciprocal Sewer Service of 1996 as amended 1976 shall remain in full force and effect.

IN WITNESS WHEREOF, this parties have executed this Amendment the date first above written.

LEE'S SUMMIT, MISSOURI

Mayor Randall L. Rhoads

APPROVED AS TO FORM:

Jackie McCormick Heanue
Chief Counsel of Management & Operations/Deputy City Attorney

KANSAS CITY, MISSOURI

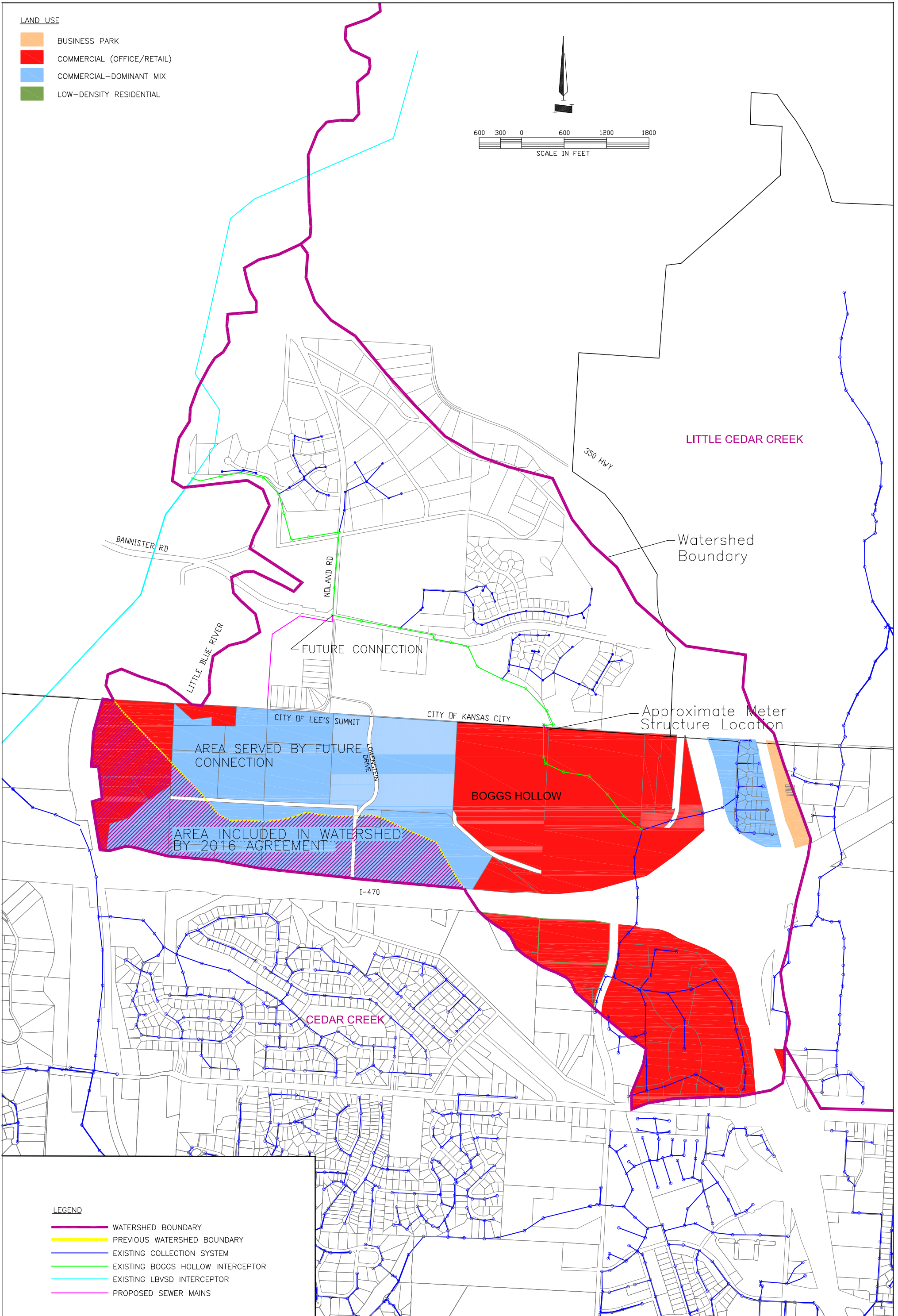
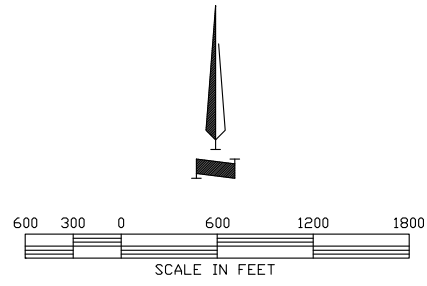
Terry Leeds, P.E. Director
Water Services Department

APPROVED AS TO FORM:

Assistant City Attorney

LAND USE

- BUSINESS PARK
- COMMERCIAL (OFFICE/RETAIL)
- COMMERCIAL-DOMINANT MIX
- LOW-DENSITY RESIDENTIAL



LEGEND

- WATERSHED BOUNDARY
- PREVIOUS WATERSHED BOUNDARY
- EXISTING COLLECTION SYSTEM
- EXISTING BOGGS HOLLOW INTERCEPTOR
- EXISTING LBVSD INTERCEPTOR
- PROPOSED SEWER MAINS



LEE'S SUMMIT
MISSOURI

WATER UTILITIES DEPARTMENT | 220 SE GREEN STREET | LEE'S SUMMIT, MO 64063

BOGGS HOLLOW INTERCEPTOR

EXHIBIT A
SITE MAP

_____ (Space Above this Line for Recording Data) _____

Title(s) of Document: Quit Claim Deed and Assignment of Sanitary Sewer Easements, Rights of Way and Infrastructure

Date of Document: _____

Grantor(s): City of Lee's Summit, Missouri

Grantor's Address: 220 SE Green Street, Lee's Summit, Missouri 64063

Grantee(s): City of Kansas City, Missouri

Grantee's Address: _____

Full Legal Description: SEE EXHIBIT A

Reference Book(s) and Page(s): N/A

QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE

THIS ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY, AND INFRASTRUCTURE is made and entered into this ____ day of _____, 2017, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipal corporation, with a mailing address of 220 SE Green Street, Lee's Summit, Jackson County, Missouri 64063, (hereinafter "Grantor"), and THE CITY OF KANSAS CITY, MISSOURI, a Missouri municipal corporation, of Jackson County, Missouri, with a mailing address of _____ (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor was granted a Sanitary Sewer Lines Easement (hereinafter "Sanitary Sewer Lines Easement") on or about August 15, 1977, as evidenced by Jackson County Certified Instrument No. I297591; and

WHEREAS, Grantor owns and operates a sewer interceptor which it constructed within the Boggs Hollow Watershed in 1976 ("Boggs Hollow Interceptor") , and the Boggs Hollow Interceptor lies within the corporate limits of both Grantee and Grantor, with one existing main connection in the corporate limits of Grantor and five existing main connections existing in the corporate limits of Grantee; and

WHEREAS, the parties entered into a Cooperative Agreement for Reciprocal Sewer Service on September 1, 1966 and amended that agreement on November 1, 1976; and

WHEREAS, the parties entered into a separate Cooperative Agreement on February 19, 2004, pertaining to sewer services to the Boggs Hollow Watershed; and

WHEREAS, the parties are, contemporaneous to the execution of this document, entering into a new Cooperative Agreement to more adequately outline the rights and obligations of the parties with respect to the Boggs Hollow Interceptor; and,

WHEREAS, in order to effectively administer the terms and provisions of the new Cooperative Agreement referenced herein, Grantor wishes to assign said Sanitary Sewer Lines Easement to Grantee, along with ownership and maintenance responsibility of all infrastructure contained therein, and Grantee wishes to accept the same from Grantor.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby REMISE, RELEASE and FOREVER QUIT-CLAIM unto the Grantee, its successors and assigns, any and all of Grantor's right, title and interest in and to each of the easements, rights-of-way and infrastructure contained therein as legally described on the attached "Exhibit A," as well as,

specifically, all infrastructure and appurtenances attached to and including the following manholes: 21-086, 21-085, BH-023, BH-022, BH-021, BH-020, BH-019, BH-018, BH-017, BH-016, BH-015, BH-014, BH-013, BH-012, BH-011, BH-010, BH-009, BH-008, BH-007, BH-006, BH-005, BH-004, BH-003, and BH-002, as depicted on the attached "Exhibit B" and "Exhibit C."

2. That the Grantee shall be solely responsible for the care and maintenance of said sanitary sewer lines, easements, rights of way, and infrastructure, and shall be responsible for any future damages incurred incidental to the use and operation of said sanitary sewer lines and infrastructure, and that incidental thereto the Grantee shall save and hold the Grantor harmless from any and all future obligation or liability in connection with the same.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances, and subject to all restrictions, conditions and covenants thereto belonging, unto Grantee, its successors and assigns forever; so that neither Grantor nor any person or persons for it or in its name or behalf shall or will hereafter claim or demand any right, title or interest to the aforesaid rights-of-way or any part thereof, but they and each of them shall by these presents be excluded and forever barred, so that neither the Grantor nor any successor Grantor shall or will hereafter be obligated or required to perform any of the terms, conditions or covenants of said easements or other instruments with respect to such rights-of-way, and the Grantee, by acceptance hereof shall hereafter assume all duties and obligations with respect to such easements and rights-of-way.

IN WITNESS WHEREOF, the Grantor has caused this document to be executed by its Mayor and attested by the City Clerk pursuant to an Ordinance duly adopted by the City Council of the City of Lee's Summit, Missouri and the Grantee has acknowledged acceptance and receipt of this Assignment pursuant to an Ordinance duly adopted by Grantee.

THE CITY OF LEE'S SUMMIT, MISSOURI

Randall L. Rhoads, Mayor

ATTEST:

City Clerk

CITY OF KANSAS CITY, MISSOURI

By _____

ATTEST:

City Clerk

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared Randall L. Rhoads, to me personally known, who being by me duly sworn, did say that he is the Mayor of the City of Lee's Summit, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said Mayor, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the City of Kansas City, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, pursuant to an Ordinance adopted by its City Council, and said _____, acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Jackson County, Missouri, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A TO QUIT CLAIM DEED AND
ASSIGNMENT OF SANITARY SEWER LINE EASEMENTS, RIGHTS OF WAY AND INFRASTRUCTURE

A strip of land 15 feet wide through part of the South ½ of Section 26, Township 48, Range 32, in Kansas City, Jackson County, Missouri, lying 7.5 feet on each side of the following described center line: Beginning on the South line of the Southeast ¼ of said Section 26, and 76.60 feet West of the Southeast corner of the Southwest ¼ thereof; thence North 22°-06'-44" West, this and subsequent courses referring to the West line of the Southeast ¼ of said Section 26, as having a bearing of North 2°-59'-25" East, a distance of 203.91 feet; thence North 35°-40'32" West, a distance of 372.18 feet; thence North 66°-06'-40" West, a distance of 380.89 feet; thence North 57°-31'40" West, a distance of 381.0 feet; thence North 24°-25'-53" West, a distance of 324.78 feet; thence North 76°-35'-35" West, a distance of 116.71 feet to a point on corner thereof; thence continuing North 76°-35'-35" West, a distance of 110.30 feet; except that part thereof in Bannister Road.

BILL OF SALE FOR SEWER INFRASTRUCTURE

THE CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, in exchange for ONE DOLLAR AND NO/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey and transfer to THE CITY OF KANSAS CITY, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, all of the sewer infrastructure, including sewer mains, valves, manholes, and other appurtenances which are attached to the following manholes: 21-086, 21-085, BH-023, BH-022, BH-021, BH-020, BH-019, BH-018, BH-017, BH-016, BH-015, BH-014, BH-013, BH-012, BH-011, BH-010, BH-009, BH-008, BH-007, BH-006, BH-005, BH-004, BH-003, and BH-002. A visual depiction of the infrastructure to be conveyed is attached as "Exhibit A" and "Exhibit B."

IN WITNESS WHEREOF, the above and foregoing Bill of Sale has been executed by the Mayor and attested by the City Clerk pursuant to an Ordinance duly adopted by the City Council of the City of Lee's Summit, Missouri on this _____ day of _____, 2017.

THE CITY OF LEE'S SUMMIT, MISSOURI

Randall L. Rhoads, Mayor

ATTEST:

City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires:

Packet Information

File #: BILL NO. 17-31, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A). (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

Key Issues:

- The NE Gateway Drive project was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP)
- The project will be funded using cost savings from the voter-approved 2007 CIP Sales Tax Renewal
- City Staff Issue RFQ No. 2017-305 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement Policies
- Garver Engineers, LLC was selected for the project and satisfactorily conducted negotiations for scope and fee with City Staff

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

Background:

In February 2016 City Council approved the construction of Gateway Drive using the savings from the CIP Sales Tax Renewal fund. The work will construct approximately 800 feet of Commerce Drive from Main

Street to Tudor Road as shown in the City's 2006 and 2016 Thoroughfare Master Plan documents. The preliminary budget for the project of \$1,231,000 was authorized when the FY 2017 CIP was recommended for approval by the Planning Commission and then adopted by Council Resolution.

The primary reasons for this project are to improve emergency access and traffic operations. The City will be constructing approximately 800 feet of NE Gateway Drive to complete a neighborhood connection between Delta School Road and the Dalton's Ridge subdivision. The road will be a residential collector street with leased sidewalks street lights installed in accordance with current residential street lighting policy. The project will also complete a water main loop connection to Dalton's Ridge. Ancillary work may include small retaining walls and Design and temporary easement acquisition will occur in 2017. Pending successful easement acquisition, the project would be built in 2018.

Impact/Analysis:

This is the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. This agreement will allow Garver Engineers, LLC, to provide engineering services to the City.

Timeline:

Start: Spring 2017

Finish: Fall 2018

Other Information/Unique Characteristics:

RFQ No. 2017-305 was publicly advertised starting October 20th, 2016. The RFQ combined 3 small projects, NW Commerce Drive, NE Gateway Drive and SE 5th Terrace in the submittal. The RFQ was advertised using the City's web site and www.PublicPurchase.com to notify potential vendors. 39 potential vendors viewed the RFQ, and 12 firms submitted responsive qualification submittals by the November 14, 2016 closing date. Based on the relatively small size and scope of the work, firms were selected based on submittals and no interviews were conducted. From that list of 12, three firms were selected, with a firm assigned to each project. *Walter P. Moore Inc.* was selected for NW Commerce Drive, *Garver LLC* was selected for NE Gateway, and *Allgeier, Martin and Associates Inc.* was selected for SE 5th Terrace.

Presenter: Karen Quackenbush, Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

BILL NO. 17-31

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GARVER ENGINEERS, LLC, IN AN AMOUNT NOT TO EXCEED \$120,402.00 FOR ENGINEERING SERVICES FOR THE GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A).

WHEREAS, City intends to employ engineering services for the Gateway Drive Improvements (hereinafter "Project"); and,

WHEREAS, an Engineering firm has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and,

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment; and,

WHEREAS, the firm was selected based on qualifications based selection; and,

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

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project.

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

SECTION 1. That the agreement for professional engineering services contract by and between the City of Lee's Summit, Missouri and Garver Engineers, LLC generally for the purpose of professional engineering services for the Gateway Drive Improvements (RFQ No. 2017-305A), a true and accurate copy being attached hereto and incorporated herein by reference is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 17-31

APPROVED by the Mayor of said city this _____ day of _____, 2014.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel Infrastructure and Zoning
Nancy K. Yendes

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR GATEWAY DRIVE IMPROVEMENTS (RFQ NO. 2017-305A)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Garver (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for the Gateway Drive Improvements (hereinafter "Project"); and

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

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

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

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

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

Engineer shall provide the following professional engineering services to City ("Basic Services"):

1.1 General

Generally, the scope of services includes surveying, design, preparation of property acquisition documents, geotechnical investigations, and utility coordination for improvements to NE Gateway Drive from NE Delta School Road to NE Georgian Drive. Improvements will consist primarily of constructing a new city street with curb & gutter, sidewalks, enclosed stormwater systems, stormwater BMP's, MSE retaining walls, signage, pavement markings, and water main relocation.

1.2 Surveys

1.2.1 Design Surveys

Contract with Powell CWM, Inc. to provide field survey data for designing the project, and this survey will be tied to the City's control network.

Powell CWM, Inc. will conduct field surveys, utilizing radial topography methods, at intervals and for distances along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Powell CWM, Inc. will locate buildings and other structures, streets, drainage features (including those along NE Delta School Road and NE Gateway Drive), trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Powell CWM, Inc. will establish control points for use during construction.

1.2.2 Property Surveys

Powell CWM, Inc. will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a sub consultant agreement with Powell CWM, Inc.

1.3 Geotechnical Services

Engineer will subcontract with Geotechnology, Inc. to provide geotechnical investigations and recommendations for the retaining wall structures.

Geotechnology will provide a boring plan which will include the following:

- Retaining Walls – Two (2) borings to 10 to 20-ft in depth. One boring per wall per side at max height of wall.
- Investigations for subsurface rock – Two (2) borings to 10 to 20-ft in depth.

1.4 Utility Coordination

Furnish plans to all known utility owners potentially affected by the project at the preliminary and final design stage of plan development.

Conduct a coordination meeting among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Engineer will include the surveyed locations of the observable and marked utilities in the construction plans. Engineer will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Attend coordination meetings with the City as required, and prepare agendas and meeting minutes for these meetings.

1.5 Preliminary Design (30% Submittal)

The preliminary design phase submittal will include typical sections, roadway plan & profile sheets showing horizontal and vertical alignment, plan view drainage improvements, drainage area map sheet, plan view water line relocation, MSE walls, cross sections, proposed right of way and easements, and an opinion of probable construction cost. This preliminary design submittal will be for the purpose of setting the horizontal alignment and vertical profile, coordinating the proposed improvements and right of way/easements with the City, and developing an order of magnitude cost estimate for the project. Final design will begin upon City notification of preliminary design approval.

Utilize City Design Standards and supplement with MoDOT Design Standards as needed. Design criteria as specified in the City Design Authorization Memo will be utilized as applicable with exceptions being documented and approved by the City prior to implementation.

1.5.1 Water Main Relocation

Prepare preliminary water line plan drawings, less than 1,000 linear feet of 12 inch and smaller water line.

1.5.2 MSE Retaining Walls

Develop a typical section, plan, profile, and standard notes to be used by the contractor's MSE wall supplier to perform structural design for proposed MSE walls. Each proposed MSE wall will be laid out on individual plan sheets.

1.6 Right of Way Plans (60% Submittal)

Right of Way plans are not required for this project therefore Engineer will proceed directly to Final Design upon approval of the Preliminary Design.

1.7 Final Design (90% and 100% Submittals)

Conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction roadway and retaining wall plans and details, storm sewer plan and profile sheets, typical and special details, final cross sections, front-end/technical specifications, special provisions, and opinion of probable construction cost. Make any needed plan changes as a

result of the 90% submittal review and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

Prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP).

1.7.1 Water Main Relocation

Incorporate 30 percent design review comments and prepare final water line plan and profile drawings and construction details as required to submit for City approval. Utilize City standard details and specifications. Engineer will incorporate review comments and prepare documents to advertise for bids, within the same construction contract as roadway improvements. Update the opinion of probable construction cost, reducing contingency.

1.8 Property Acquisition Documents

Provide mapping as required for preparing Right-of-Way/Easement acquisition documents for the City's use in acquiring the property. Documentation will include individual tract maps with a description of temporary and permanent acquisition for each property. The City will provide a standard easement acquisition document or "go-by" example for use by Engineer. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 11 properties. Property acquisition document preparation will begin after receiving the City's comments from the Preliminary Design review.

1.9 Bidding/Construction Phase Services

During the bidding and construction phase of the project, Engineer will:

1. Respond to Contractor and City questions as requested by the City during the bid and construction phases of the project.
2. Prepare for and attend utilities coordination meeting if necessary.
3. Attend progress, kickoff and/or coordination meetings with the City/Contractor as requested by City.

1.10 Project Deliverables

The following will be submitted to the City, or others as indicated, by Engineer:

1. One copy of the Geotechnical Report.
2. Three half size (11" x 17") copies and one full size (22" x 34") copy of the Preliminary Design with opinion of probable construction cost.

3. Three half size (11" x 17") copies and one full size (22" x 34") copy of the Final Design with opinion of probable construction cost.
4. One signed and sealed full size (22" x 34") copy of the revised Final Design, for reproduction, with opinion of probable construction cost.
5. One digital copy of the plans, submitted in items two through four above, in PDF format.
6. Four hard (8.5" x 11") letter size copies of the project Manual and one digital copy of the project manual in PDF format.
7. One digital copy, in PDF format, of the revised Final Plans to each potentially affected utility company.
8. CADD file submitted to each of the following: the City, utilities and contractor.
9. Two copies of the right-of-way and/or easement acquisition documents.
10. One copy of the storm water calculations.
11. One copy of the Stormwater Pollution Prevention Plan (SWPPP).

1.11 Schedule

Engineer shall begin work under this Agreement upon Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Deliverable Date</u>
Surveys – Design and Property Preliminary Design	60 calendar days after NTP
Property Acquisition Documents	4 months after NTP
Final Design Submittal (90%)	30 calendar days after approved Preliminary Plans
Final Design (100%) Submittal	4 months after the preliminary design approval
	5 weeks after the 90% submittal

These deliverable dates are based on three (3) week City review periods. If review takes longer than three weeks Engineer will update the project schedule/deliverable dates to reflect the change in schedule. Once the NTP date is known, the deliverable dates for preliminary and final design submittals will be identified.

ARTICLE II OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER

Engineer shall provide the following additional services, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services"):

1.1 General

The following is a list of optional services that can be provided by the Engineer for the NE Gateway Drive Project.

1.2 Sanitary Sewer Extension Design

1.2.1 Preliminary Sanitary Sewer Main Extension Design

Prepare preliminary gravity sewer plan and profile drawings, less than 1,000 linear feet of 8 inch gravity sewer. The plans will represent approximately 30 percent of the final construction plans, show easements, and exclude any construction details. Prepare an opinion of probable construction cost for the sanitary sewer main extension, including a 30 percent contingency.

1.2.2 Final Sanitary Sewer Main Extension Design and Plan Production

Incorporate 30 percent design review comments and prepare final gravity sewer plan and profile drawings and construction details as required to submit for City approval. Utilize City standard details and specifications. Incorporate review comments and prepare documents to advertise for bids, within the same construction contract as roadway improvements. Update the opinion of probable construction cost, reducing contingency.

1.3 Additional Geotechnical Services

If borings are needed beyond the amount specified in the scope of services Geotechnology, Inc. will perform an additional four borings up to ten (10) feet deep each.

ARTICLE III SCOPE OF SERVICES TO BE PROVIDED BY CITY

City shall provide the following services to Engineer:

- Ownership record and title searches
- Tenant names
- Available water and sewer locations, size and materials
- Copies of available reports and as-built plans
- Meeting minutes for project meetings
- Available drainage studies
- Available current and future traffic volumes
- Available plats of adjacent properties
- EJCDC Contract Documents, Division One-Special Contract Provisions
- Pay any fees associated with the permits
- Assist Consultant as needed in gaining right of entry to private property for geotechnical exploration.

ARTICLE IV

PAYMENTS TO THE ENGINEER

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred Twenty Thousand Four Hundred Two Dollars (\$120,402.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred Nine Thousand Three Hundred Two Dollars (\$109,302.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Eleven Thousand One Hundred Dollars (\$11,100.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Project Name/Task Name/RFP Number/Description of Agreement.
 - 2. Invoice Number and Date.
 - 3. Purchase Order Number issued by City.
 - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
 - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
 - 6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
 - 7. Cost Invoices must be categorized by Phase.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past

due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

- The basic services will be ready for construction bidding by January 31, 2018.

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

ARTICLE VI INSURANCE

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.
- B. **NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

- C. **INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. **SUB-CONSULTANT'S INSURANCE:** If any part of the contract is to be sublet, the Engineer shall either:
1. Cover all sub-consultants in the Engineer's liability insurance policy or,
 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
- E. **SELF-INSURED RETENTIONS / DEDUCTIBLES:** Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.
- F. **PROFESSIONAL LIABILITY:** Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. **COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

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

- H. **AUTOMOBILE LIABILITY:** Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
1. Any Auto
 2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

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

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

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

J. **GENERAL INSURANCE PROVISIONS**

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

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise

recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **TERMINATION:** In the event of termination by City, if there are any services here under in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
 - 1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS**: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER**: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES**: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. **ENGINEER'S ENDORSEMENT**: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **INSPECTION OF DOCUMENTS**: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS**: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the

negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.

- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
 City of Lee's Summit
 220 SE Green Street
 Lee's Summit, MO 64063

Director of Public Works
 City of Lee's Summit
 200 SE Green Street
 Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Garver
 Attn: Charles Touzinsky III
 7301 West 129th Street, Suite 300
 Overland Park, KS 66213

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes, Chief Council I & Z

ENGINEER:

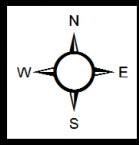
BY: _____
TITLE: _____

ATTEST:



EXHIBIT A
NE Gateway Drive
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 99.00
E-2.....	\$ 114.00
E-3.....	\$ 138.00
E-4.....	\$ 161.00
E-5.....	\$ 197.00
E-6.....	\$ 246.00
E-7.....	\$ 324.00
Planners / Environmental Specialist	
P-1.....	\$ 119.00
P-2.....	\$ 149.00
P-3.....	\$ 185.00
P-4.....	\$ 210.00
P-5.....	\$ 243.00
P-6.....	\$ 277.00
Designers	
D-1.....	\$ 92.00
D-2.....	\$ 108.00
D-3.....	\$ 128.00
D-4.....	\$ 149.00
Technicians	
T-1.....	\$ 72.00
T-2.....	\$ 91.00
T-3.....	\$ 111.00
Surveyors	
S-1.....	\$ 44.00
S-2.....	\$ 58.00
S-3.....	\$ 78.00
S-4.....	\$ 112.00
S-5.....	\$ 149.00
S-6.....	\$ 169.00
2-Man Crew (Survey).....	\$ 180.00
3-Man Crew (Survey).....	\$ 224.00
2-Man Crew (GPS Survey).....	\$ 200.00
3-Man Crew (GPS Survey).....	\$ 244.00
Construction Observation	
C-1.....	\$ 87.00
C-2.....	\$ 111.00
C-3.....	\$ 136.00
C-4.....	\$ 168.00
Management/Administration	
M-1.....	\$ 324.00
X-1.....	\$ 57.00
X-2.....	\$ 77.00
X-3.....	\$ 107.00
X-4.....	\$ 136.00
X-5.....	\$ 167.00
X-6.....	\$ 210.00



NE GATEWAY DR.
(Delta School Rd. to Existing Gateway Dr.)

FAIRWAY HOMES DR

1470 HWY
1470 HWY

LAKWOOD WAY

WHISPERING WINDS DR

JAMESTOWN DR

KENWOOD DR

CIR

TIMBERLINE CIR

WOODS EDGE CIR

SKYVIEW DR

WEBSTER CT

BLUE JAY DR

FOREST VIEW

FRANKLIN

GATEWAY DR

RIDGELINE

HIDEAWAY HILL

CARDINAL DR

DALTONS RIDGE

HIDEAWAY

DELTA SCHOOL

TARA DR

PARK TRAILS

PARK LAKE

SUN

SUWANNEE

PIEDMONT

HIDEAWAY

SAGAMORE

OLD M 291 HWY

LAKWOOD CT

PORT

KENNESAW

CT

RALPH POWELL

WOODS CHAPEL

BEACH

TODD GEORGE PKWY

RENNAU

Packet Information

File #: BILL NO. 17-32, **Version:** 2

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B). (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

Key Issues:

- The NW Commerce Drive project was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP)
- The project will be funded using cost savings from the voter-approved 2007 CIP Sales Tax
- City Staff Issue RFQ No. 2017-305 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies
- Walter P. Moore, Inc. was selected for the project and satisfactorily conducted negotiations for scope and fee with City Staff

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

Background:

In February 2016, City Council approved the construction of Commerce Drive using the savings from the CIP Sales Tax Renewal fund. The work will construct approximately 800 feet of Commerce Drive from Main Street to Tudor Road as shown in the City's 2006 and 2016 Thoroughfare Master Plan documents. The

preliminary budget for the project of \$1,231,000 was authorized when the FY 2017 CIP was recommended for approval by the Planning Commission and then adopted by Council Resolution.

The primary reasons for this project are to improve economic development opportunities in the area and improve traffic safety. The project will build a dead end cul-de-sac near the intersection of Main Street and Tudor Road, and extend Commerce Drive to intersect Tudor Road in line with NW Sloan Street. This realignment will eliminate poor sight distance where Main currently crosses Tudor Road near the east end of the bridge over the railroad tracks. The project will also include water main relocation and sanitary sewer extension. These two utility improvements, couple with the road, will improve access to land that is zoned for commercial/industrial use, and improve access to land currently owned by the City. Design and right of way acquisition will occur in 2017. Pending successful right of way acquisition, the project would be built in 2018.

Impact/Analysis:

This is the City's standard agreement between the City and a consulting engineering firm with regard to engineering services. This agreement will allow Walter P. Moore to provide engineering services to the City.

Timeline:

Start: Spring 2017

Finish: Fall 2018

Other Information/Unique Characteristics:

RFQ No. 2017-305 was publicly advertised starting October 20, 2016. The RFQ combined 3 small projects, NW Commerce Drive, NE Gateway Drive and SE 5th Terrace in the submittal. The RFQ was advertised using the City's web site and www.PublicPurchase.com to notify potential vendors. At least 39 potential vendors viewed the RFQ, and 12 firms submitted responsive qualification submittals by the November 14, 2016 closing date. Based on the relatively small size and scope of the work, firms were selected based on submittals and no interviews were conducted. From that list of 12, three firms were selected, with a firm assigned to each project. *Walter P. Moore Inc.* was selected for NW Commerce Drive, *Garver LLC* was selected for NE Gateway, and *Allgeier, Martin and Associates Inc.* was selected for SE 5th Terrace.

Presenter: Karen Quackenbush, Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

BILL NO. 17-32

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WALTER P. MOORE, IN AN AMOUNT NOT TO EXCEED THE \$150,110.00 FOR ENGINEERING SERVICES FOR THE COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B).

WHEREAS, City intends to employ engineering services for the Commerce Drive Improvements (hereinafter "Project"); and,

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

WHEREAS, the Engineer represents that the firm is equipped, competent, and able to undertake such an assignment; and,

WHEREAS, the Engineer was selected based on qualifications based selection; and,

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

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and,

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

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

SECTION 1. That the agreement, for professional engineering services contract by and between the City of Lee's Summit, Missouri and Walter P. Moore generally for the purpose of professional engineering services for the Commerce Drive Improvements (RFQ No. 2017-305B), a true and accurate copy being attached hereto and incorporated herein by reference is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor *Randall L. Rhoads*

BILL NO. 17-32

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____, 2014.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Council Infrastructure and Zoning
Nancy K. Yendes

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Walter P. Moore (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for the Commerce Drive Improvements (hereinafter "Project"); and

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

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

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

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

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

Engineer shall provide the following professional engineering services to City ("Basic Services"):

PHASE 1. PRELIMINARY DESIGN

1.01. Data Collection.

- A. Attend pre-design meeting (Assumes 2 people for 2 hours with meeting minutes prepared and distributed).
- B. Develop design criteria for the project; prepare design memorandum.
- C. Complete a pre-design walk through with the City to discuss and identify the limits of the project, limits of topography and boundary information needed, and other site information which may impact the design of the project.

- D. Field data collection for the project limits as defined previously:
1. Control surveys.
 - a. *Survey research and survey coordination.*
 - b. *Process control surveys.*
 - c. *Recover and tie section corners.*
 - d. *Establish project control points.*
 - e. *Provide reference ties for project control points.*
 - f. *Recover project benchmarks.*
 - g. *Establish temporary benchmarks throughout the project as needed for design surveys.*
 2. Field surveys.
 - a. *Field survey all existing surface topographic features within the project limits.*
 - b. *Survey existing locatable property corners and include in mapping. Does not include resetting any corners.*
 - c. *Download and process design surveys.*
 - d. *Develop existing surface from surveys.*
 - e. *Provide miscellaneous pick-up surveys for critical areas outside original project limits as preliminary design progresses.*
 3. *Contact Missouri One-Call and the City to coordinate marking of underground utilities and field locate all marked or visible utilities.*
 4. *Low opening elevation of existing structures adjacent to storm sewer system and at low points.*
 5. *Off-site storm sewer structures and swales adjacent to the project.*
 6. *Field locate visible irrigation systems, if any.*
 7. *Contact utilities, obtain record facility maps, and inquire about planned upgrades.*
 8. *Expose buried utilities in critical locations to determine vertical elevation and horizontal location.*
 - a. *The Consulting Engineer shall contract with a vacuum excavation specialists for positive depth identification of buried utilities in up to five (5) locations (Assumes excavation will take place in grass and not pavement areas). The costs associated with vacuum excavation shall be paid by the Consulting Engineer to the vacuum excavation specialist.*
 - b. *Survey utility pothole locations and reflect information on drawings (Assumes 1 additional trip by Surveyor).*
- E. Ownership and abutting property information.
1. *Secure plats.*

2. Obtain ownership information. The Consulting Engineer shall contract with a City approved title company for ownership information investigations for up to six (6) tracts. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company.
 3. Collect record drawings on abutting projects and developments.
- F. Geotechnical investigation. The Consulting Engineer shall contract with a geotechnical firm to drill exploratory borings at defined locations to determine existing subsurface conditions. The costs associated with the work shall be paid by the Consulting Engineer to the geotechnical firm.
1. Location of public utilities at boring locations will be coordinated through Missouri One-Call and the City of Lee's Summit. City permit will be completed. Fees for permitting and/or bonding are not included. City will obtain property owner permission to access the boring locations.
 2. Four (4) borings will be drilled to depths up to 15 feet. If refusal material is encountered above the planned depth the boring will be terminated. Rock coring is not included.
 3. Laboratory testing will include geotechnical index testing such as moisture content and Atterberg limits on select samples.
 4. Preparation of a letter report addressing the following key issues: excavation considerations and depth to rock, groundwater considerations, and potentially expansive or sensitive soil and its effects on pavement support.
- G. Analyze the storm drainage needs along the Project.
1. Determine watershed areas for all streams and basins draining onto and adjacent to the proposed roadway.
 2. Determine ultimate development stormwater flows crossing or entering the proposed roadway.
 3. Create existing conditions hydraulic model.
 - a. *Analyze gutter spread at critical locations along project for design storm event.*
 - b. *Analyze enclosed system pipe capacity for design storm event.*
- H. Preliminary Geometrics.
1. Develop preferred horizontal alignment for NW Commerce Drive.
 2. Create vertical profile that minimizes impacts to adjacent properties.
 3. Evaluate grading alternatives that minimize impacts to adjacent properties.
 4. Develop Main Street cul-de-sac layout.
- 1.02.** Prepare base map at a scale of 1"=20' showing contours at 1-foot intervals, surveyed topographic features, property owner information, utility service lines and property and easement lines.
- 1.03.** Prepare preliminary plans. Anticipated plan sheets include:

- A. Cover sheet.
- B. General notes and legend.
- C. Survey reference information and alignment data sheet.
- D. Typical sections.
- E. Storm drainage design.
 - 1. Drainage area map.
 - 2. Drainage calculations.
 - 3. Storm sewer profiles.
- F. Sanitary sewer design.
 - 1. Capacity calculations.
 - 2. Sanitary sewer profiles.
- G. Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5').
 - 1. NW Commerce Drive.
 - 2. Main Street cul-de-sac.
- H. ADA ramp layouts.
 - I. Preliminary temporary traffic control for construction plan sheets.
 - J. Preliminary pavement marking and signing (Plan Scale 1"=50').
- K. Cross sections every 25 feet, in addition to points of interest, showing existing drives, utilities, earthwork areas and grade break information.

1.04. Perform quality assurance review.

1.05. Submit preliminary plans as necessary to utility companies for their use in preparing for relocations (Assumes no more than 8 sets of half-size plans).

1.06. Develop preliminary opinion of probable project construction costs itemized by unit of work, including contingency.

1.07. Submit preliminary plans and opinion of probable construction cost to City for review. Consulting Engineer will provide two (2) full-size and two (2) half-size sets of plans and one digital PDF set of plans suitable for printing additional copies.

1.08. Design review meeting(s) with City as necessary in connection with such preliminary work. Assumes one (1) meeting with two (2) people for two (2) hours with meeting minutes prepared and distributed.

1.09. Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans. Entire project will be walked and necessary additions/changes to the design will be noted.

1.10. Right-of-way and easements.

- A. Describe right-of-way and easements necessary to complete project. Assumes six (6) tracts will require temporary construction easements and up to eight (8) permanent easements and/or right-of-ways will be required.

1. Furnish legal descriptions sealed by a Registered Land Surveyor (RLS) licensed in the state of Missouri. Legal descriptions will also be provided in a digital format compatible with Microsoft Word.
 2. Maps and sketches as follows:
 - a. *Right-of-Way Plans. Update "Field Check" plans to reflect all proposed takings for City review. Consulting Engineer will provide two (2) full-size and two (2) half-size sets of plans and one digital PDF set of plans suitable for printing additional copies.*
 - b. *Individual exhibit drawings of takings for each ownership including:*
 - (1) Title block.
 - (2) Ownership boundaries.
 - (3) Existing rights-of-ways and easements.
 - (4) Proposed takings identified with text and graphically.
 - (5) Legend for taking type.
 - (6) Graphical scale and north arrow.
 - (7) Ownership information.
 - (8) Legal description of all takings.
 3. Furnish easement documents in a digital format compatible with Microsoft Word.
 4. Provide digital copies of sealed legal descriptions, easement documents and exhibits to City for distribution and execution.
- B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or permanent easements to assist with property acquisition.
- 1.11. Consulting Engineer will be available to meet with City staff and critical stakeholders as directed by the City to discuss the project at any time throughout the project. Four (4) meetings with one (1) person for two (2) hours are budgeted.
 - 1.12. Prepare the necessary plans and applications for permit submission to and approval of sanitary sewer main extension and land disturbance permits through MDNR.
 - 1.13. Correspondence with the City on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 12 weeks.

PHASE 2. FINAL DESIGN

- 2.01. Prepare detailed plans and specifications. Anticipated plan sheets include:
 - A. Cover sheet.
 - B. General notes and legend.
 - C. Survey reference information and alignment data sheet.
 - D. Typical sections.
 - E. Storm drainage design.
 1. Finalize system layout and pipe profiles.

- 2. Update plan notes and drainage calculations.
 - F. Sanitary sewer design.
 - 1. Finalize system layout and pipe profiles.
 - 2. Update plan notes and capacity calculations.
 - G. Plan and Profile sheets (Plan Scale 1"=20', Profile Scale Horiz. 1"=20', Vert. 1"=5').
 - 1. NW Commerce Drive.
 - 2. Main Street cul-de-sac.
 - H. Intersection details.
 - I. ADA ramp details.
 - J. Final temporary traffic control for construction plan sheets.
 - K. Final pavement marking and signing.
 - L. Final cross sections and grading limits.
 - M. Erosion and sediment control (ESC) plans.
 - N. Standard and special details.
- 2.02.** Prepare project manual. City standard technical specifications shall be used for the project. Prepare special conditions, as necessary, to modify City standard technical specifications. City will prepare front-end documents for the project manual.
- 2.03.** Perform final plan quantity takeoffs and develop quantity summary tables.
- 2.04.** Perform quality assurance review.
- 2.05.** Stormwater Pollution Prevention Plan (SWPPP), including erosion and sediment control plans will be prepared. Plans shall conform to City design checklists and requirements. SWPPP shall follow City template and conform to MDNR requirements. Provide 2 copies of SWPPP manual to the City at time of bidding.
- 2.06.** Schedule and attend two (2) utility coordination meetings. These meetings will include a preliminary plan review, a right-of-way plan review meeting and a relocation status meeting.
- A. Assumes 2 people for 3 hours with meeting minutes prepared and distributed for each meeting.
 - B. Preparation of meeting agenda and list of conflicts table for each meeting.
 - C. Submit right-of-way plans as necessary to utility companies for their use in preparing for relocations.
 - D. Assist utilities with conflict coordination.
 - 1. Provide electronic base maps to all utilities for their use in developing relocation plans.
 - 2. Compile a master utility relocation drawing from the individual utility's electronic relocation plans provided above. These plans are intended

to facilitate timely and more accurate coordination among utilities and are NOT intended for construction or locating purposes.

E. Project coordination with the Utilities on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 24 weeks.

- 2.07. Prepare a detailed opinion of probable construction cost.
- 2.08. Submit final plans, specifications and opinion of probable construction cost to City for review. Consulting Engineer will provide two (2) half-size and two (2) full-size sets of plans, four (4) project manuals and one digital PDF set of plans and project manual suitable for printing additional copies.
- 2.09. Design review meeting(s) with City as necessary during preparation of detailed plans. Assumes one (1) meeting with two (2) people for two (2) hours with meeting minutes prepared and distributed.
- 2.10. Correspondence with the City on project related items via phone, fax, email, and mail. Assumes two (2) hours per week for 12 weeks.

PHASE 3. BIDDING

- 3.01. The Consulting Engineer will provide the City with digital PDF copies of the plans and specifications for distribution using QuestCDN. The City will coordinate with QuestCDN to advertise the project. The City shall be responsible for fees directly related to plan distribution and hard copies as requested.
- 3.02. Respond to bidder's requests for information during the bidding process.
- 3.03. Prepare written addenda to the bidding documents as required and or requested.
- 3.04. Arrange for and attend a pre-bid conference.
- 3.05. Arrange for, attend, and prepare meeting minutes for a pre-construction conference with City representatives, the successful bidder, and utility companies.

**ARTICLE II
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following additional services, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services"):

- 1. **NW Commerce Sidewalk Extension.** The Consulting Engineer will complete design for the sidewalk extension along NW Commerce from NW McNary Court to NW Main Street and incorporate the information into the construction documents. Assumes all work will take place within existing right-of-way and easement acquisition will not be necessary. This task will include additional time for the following items:
 - A. Project management and coordination.
 - B. Field surveys.
 - C. Additional meetings.

- D. Utility coordination.
- E. Plan preparation.

2. Property Appraisal and Acquisition. The Consulting Engineer shall contract with a City approved appraisal company to acquire right-of-way and easements along project corridor. The costs associated with the work shall be paid by the Consulting Engineer to the appraisal company. Assumes six (6) tracts will require temporary construction easements and up to eight (8) permanent easements and/or right-of-ways will be required.

- A. Attend initial kick-off meeting with City staff and project team to discuss acquisition expectations, timeline requirements, and other pertinent issues to address upon award of project;
- B. Make determination regarding the appropriate type of appraisal in coordination with project team, City staff, and the City's outside consultants;
- C. Identify property owners, lien-holders and other interested parties, by review of certificates of title or ownership and encumbrance reports and/or other publicly available resources;
- D. Send letter to landowners describing project, appraisal, and acquisition procedures;
- E. Prepare purchase offer letters, purchase agreements, deeds, easements, and other ancillary documentation, as needed and for review and approval by the City;
- F. Present purchase package to affected owners;
- G. Following presentation of purchase offer to each owner, follow-up in-person, telephone, and/or written negotiations as required to reach agreement or determine property cannot be acquired in this manner;
- H. Coordinate closings activities with City staff, obtain mortgage releases and other documentation necessary to obtain clear title (where necessary);
- I. Provide signed acquisition documents to the City for City's acceptance and filing;
- J. Prepare and maintain negotiation notes including a detailed log of contacts, communications, and correspondence with property owners;
- K. Prepare and maintain weekly progress status spreadsheets;
- L. Consult, as necessary, with City staff and outside consultants regarding acquisition and design issues;
- M. Provide weekly progress reports by email to City staff, and in-person or phone conference reports, as needed;
- N. Maintain files for delivery to City upon completion of project.

**ARTICLE III
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Engineer:

- Ownership record and title searches
- Tenant names
- Available water and sewer locations, size and materials
- Copies of available reports and as-built plans
- Meeting minutes for project meetings
- Available drainage studies
- Available current and future traffic volumes
- Available plats of adjacent properties
- EJCDC Contract Documents and Division One-Special Contract Provisions
- Pay any fees associated with the permits
- Assist Consultant in gaining right of entry to private property for geotechnical exploration

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of One Hundred Fifty Thousand One Hundred Ten Dollars (\$150,110.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of One Hundred Fifteen Thousand Eight Hundred Sixty Dollars (\$115,860.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Thirty Four Thousand Two Hundred Fifty Dollars (\$34,250.00).

C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Project Name/Task Name/RFP Number/Description of Agreement.
2. Invoice Number and Date.
3. Purchase Order Number issued by City.
4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
7. Cost Invoices must be categorized by Phase.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

- The basic services will be ready for construction bidding by January 31, 2018.

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

ARTICLE VI INSURANCE

A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the

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

- B. NOTICE OF CLAIM: The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:
 - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
 - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
- E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.
- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

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

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

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

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

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

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

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.

3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

ARTICLE VII MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

D. EMERGENCY CHANGES IN SERVICES: The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an “emergency” shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

E. TERMINATION: In the event of termination by City, if there are any services here under in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.

1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City’s reasonable cost to mitigate or correct the effects of such termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.

F. COMPLIANCE WITH LAWS: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

- G. SUBLETTING ASSIGNMENT OR TRANSFER: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement

may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
200 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Walter P. Moore
Attn: Shane Standley
920 Main Street, Tenth Floor
Kansas City, MO 64105

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes, Chief Council I & Z

ENGINEER:

BY: _____
TITLE: _____

ATTEST:

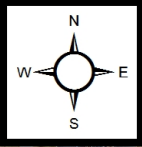
WALTER P MOORE

Schedule RC1

BILLING RATE SCHEDULE

Infrastructure Services
2016 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal.....	\$ 280.00
Principal.....	\$ 240.00
Chief Hydrologist	\$ 220.00
Managing Director	\$ 190.00
Team Director.....	\$ 185.00
Senior Project Manager	\$ 180.00
Project Manager	\$ 170.00
Senior Engineer	\$ 160.00
Engineer	\$ 130.00
Graduate Engineer.....	\$ 110.00
Senior Transportation Planner.....	\$ 175.00
Transportation Planner.....	\$ 140.00
Graduate Transportation Planner	\$ 110.00
Senior GIS Specialist	\$ 160.00
GIS Specialist	\$ 120.00
Senior Hydrologist	\$ 160.00
Hydrologist	\$ 120.00
Senior Designer	\$ 160.00
Designer	\$ 115.00
CAD Manager.....	\$ 110.00
Senior CAD Technician.....	\$ 110.00
CAD Technician.....	\$ 90.00
Senior Field Representative	\$ 140.00
Field Representative	\$ 120.00
Engineering Intern.....	\$ 70.00
Project Accountant.....	\$ 110.00
Senior Administrative Assistant	\$ 100.00
Administrative Assistant.....	\$ 70.00



**NW COMMERCE DR.
(Main St. to Sloan Dr.)**

Packet Information

File #: BILL NO. 17-37, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C) (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)

Key Issues:

- The SE 5th Terrace project was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP)
- City Staff Issue RFQ No. 2017-305 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement policies
- Allgeier Martin and Associates, Inc. was selected for the project and satisfactorily conducted negotiations for scope and fee with City Staff

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)

Background:

In February 2016 City Council approved the construction of Commerce Drive using the savings from the CIP Sales Tax Renewal fund. The work will construct approximately 250 feet of SE 5th Terrace between Country Lane and Greenridge as shown in the City's 2006 and 2016 Thoroughfare Master Plan documents. The preliminary budget for the project of \$955,000 was authorized when the FY 2017 CIP was recommended for approval by the Planning Commission and then adopted by Council Resolution.

Primary reasons for this roadway extension are to improve emergency access, traffic operations, and infrastructure redundancy. The 250-foot roadway extension is located within existing right-of way that was platted when adjacent subdivisions were developed. When the subdivisions were built, neither developer was

required to build a bridge across the stream to complete the road network. SE 5th Terrace to SE Bordner Drive is an existing gap in City of Lee's Summit street network which will connect two residential areas and provide access between Prairie View Elementary School to Miller J. Fields Park.

The work consists mostly of constructing a bridge across the Tributary A2 to the East Fork of the Little Blue River. The stream is a designated floodway and a "blue line" on the map, so it will be subject to several state and federal permit reviews. This project will also include a connection of two dead end waterlines creating redundancy in the COLS water system and temporary construction easement acquisition.

Allgeier Martin and Associates Inc. was selected for this projects because of demonstrated expertise in floodplain modeling and water resources engineering capacities. Also included in this contract, as an optional service, is FEMA mapping along tributary the East Fork of Little Blue River.

The current floodway map is known to be incorrect because the bridge over the stream at Langsford was rebuilt in 2008 as part of the Langsford Road reconstruction. At the time of the Langsford Road construction, the floodway was not remapped because the bridge was built under a "no-rise" condition. The old floodway map was left unchanged which shows the stream overtops Langsford Road. Knowing that the new culvert was larger than the older bridge, and that Langsford Road has not been flooded, staff requested FEMA to revise the model prior to January 20, 2017 flood map issuance. FEMA denied the request.

Stream modeling should prove that Langsford Road does not flood, which will be beneficial to emergency response, access to Fire Station No. 6, and street closure plans during significant rain events. The mapping will also encompass road crossings at SE Battery Point and SE 3rd Street. These two streets are known to flood during significant rain events, but the existing FEMA map stops at 3rd Street and shows no overtopping. These items are known to be incorrect, so the mapping was included to more accurately reflect current impacts to traffic and program future bridge improvements.

The optional services for mapping work will be funded from the permanent transportation sales tax fund. In the past, Public Works has normally done the mapping work with bridge projects that used Transportation Fund Money. Examples include the Murray Road Bridge and bridges along Scruggs Road. Normally, if there will be changes to the FEMA special flood hazard areas on road projects, the maps are updated as part of the project. There is an opportunity, coupled with available funding, to correct the mapping at this time.

Timeline:

Start: Spring 2017

Finish: Fall 2018

Other Information/Unique Characteristics:

RFQ No. 2017-305 was publicly advertised starting October 20th, 2016. The RFQ combined 3 small projects, NW Commerce Drive, NE Gateway Drive and SE 5th Terrace in the submittal. The RFQ was advertised using the City's web site and www.PublicPurchase.com to notify potential vendors. 39 potential vendors viewed the RFQ, and 12 firms submitted responsive qualification submittals by the November 14, 2016 closing date. Based on the relatively small size and scope of the work, firms were selected based on submittals and no interviews were conducted. From that list of 12, three firms were selected, with a firm assigned to each project. *Walter P. Moore Inc.* was selected for NW Commerce Drive, *Garver LLC* was selected for NE Gateway, and *Allgeier, Martin and Associates Inc.* was selected for SE 5th Terrace.

Presenter: Scott Edgar, Senior Staff Engineer, Public Works Department

Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)

The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C)

BILL NO. 17-37

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C).

WHEREAS, City uses consulting engineering services to support several departments; and,

WHEREAS, the terms of the contract is for engineering services for analyses, design, and permitting of SE 5th Terrace creek crossing and FEMA map revisions for tributary A-2 of East Fork of Little Blue River from NE Langsford Road to SE 3rd Street; and,

WHEREAS, work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

WHEREAS, Project Managers must identify scope and project specific funding to request services; and,

WHEREAS, this firm was selected based on qualifications based selection, the City will execute a contract with the firm;

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

SECTION 1. That the agreement for professional engineering services contract (RFQ No. 2017-305-C) by and between the City of Lee's Summit, Missouri and Allgeier Martin and Associates, Inc. generally for the purpose of professional engineering services, a true and accurate copy attached hereto as "*Agreement for Professional Engineering Services for analyses, design, and permitting of SE 5th Terrace creek crossing and FEMA Revisions for tributary A2 of the East Fork of Little Blue River from NE Langsford Road to SE 3rd Street.*" (RFQ No. 2017-305-C) and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

BILL NO. 17-37

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Zoning
Nancy K. Yendes

AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND ALLGEIER MARTIN AND ASSOCIATES, INC., IN THE AMOUNT OF \$253,290 FOR PROFESSIONAL ENGINEERING SERVICES FOR SE 5TH TERRACE ROADWAY STREAM CROSSING AND FEMA MAP REVISIONS. (RFQ. NO. 2017-305-C),

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Allgeier Martin and Associates, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for analyses, design , and permitting of SE 5th Terrace creek crossing and FEMA map revisions for tributary A-2 of East Fork of Little Blue River from NE Langsford Road to SE 3rd Street. (hereinafter "Project"); and

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

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

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

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

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

(Between the City of Lee's Summit, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 5th Street Bridge, Project Number 41632272 including hydraulic engineering services for the drainage way near SE Carolina Court)

1. SERVICES

Engineer shall provide the City of Lee's Summit, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, preparation of easement descriptions for property acquisition, bidding, and limited construction phase services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of a culvert/bridge for 5th street over the East Fork of the Little Blue River with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally completing the gap in 5th Street over the East Fork.

1.1.3.2 Design of a waterline to develop a looped water system is also planned at the crossing. It is estimated that the new water line will be constructed under the East Fork to connect 2 dead-end water lines.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the improvements identified above and within the project area boundary.

1.1.3.4 Right-of-Way/Easement Acquisition services for the project. It is estimated that up to 5 separate properties will need easements/right-of-way acquired to construct the project.

1.1.3.5 Secure necessary environmental permits for the project. Correspond with FEMA, USACE and MDNR for construction and necessary permits, including preparation of SWPPP's. Cost of permits, if any, to be paid by the OWNER.

1.1.3.6 Correspond, prepare and submit a Conditional Letter of Map Revision (CLOMR), and a Letter of Map Revision (LOMR) to the appropriate regulatory agency for the purpose of modifying the effective Flood Insurance Rate Map (FIRM), as a result of the change in the hydraulic characteristic of the stream due to 5th Street Improvements.

1.1.3.7 Preliminary estimates suggest that the limits of the LOMR due to the proposed work would extend to 1300 feet upstream (south) of the 5th Street improvements. If the hydraulic analysis reveals that the effects of the proposed work will affect the FIRM beyond the estimated 1300 feet, additional surveying and hydraulic engineering services will be required and requested under Additional Services.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

- 1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate considerations and costs.
- 1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities and 12 additional stream cross sections as necessary including finish floor elevations of eleven (11) houses on the east side of the creek and eight (8) houses on the west side of the creek.
- 1.2.4 Utilities: Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:
 - 1.2.4.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.
 - 1.2.4.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.
 - 1.2.4.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-138-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.
 - 1.2.4.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.
 - 1.2.4.3.2 This project shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.
 - 1.2.4.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the

planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.4.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.4.5 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.4.6 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary, will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion and in final right of way plans. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.4.7 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and Job Special Provisions to show the character and extent of the Project. Since the OWNER has adopted and is familiar with the Kansas City APWA general specifications, the ENGINEER will provide the Job Special Provisions in a format that is compatible to the OWNERS contract documents, and the OWNER will provide the Contract Documents and General Specifications.

- 1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.
- 1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.2.10. Furnish electronic and PDF digital files of the Plans, Job Special Provisions, and general information for use by the OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

- 1.3.1 Attend and assist with answering contractor's questions arising from owner's project pre-bid conference and development of addendum information that may be necessary as a result of pre-bid conference.
- 1.3.2 Deleted
- 1.3.3 Assist OWNER in opening and evaluating bids or proposals
- 1.3.4 Assist with a project pre-construction conference.
- 1.3.5 Deleted
- 1.3.6 If requested, conduct up to 6 site visits to answer questions which may arise as to design concepts.
- 1.3.7 Provide support during construction to answer questions on intent of project plans, and if requested, review/comment on submittals.
- 1.3.8 Deleted
- 1.3.9 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation – N/A

1.5 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

- 1.5.1 Review and understand right of way and engineering construction plans.
- 1.5.2 Attend public meetings on proposed projects at the request of city staff.
- 1.5.3 Prepare legal documents using standard right-of-way and easement forms according to local requirements.
- 1.5.4 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work.
- 1.5.5 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.
- 1.5.6 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

PROJECT TEAM

Michael Atkinson, P.E., Vice President shall be the Project Manager/Engineer, and Charles Patterson, PhD, P.E. shall be the lead Hydraulics and Hydrology Engineer, and Sarah Simon, P.E. shall be the Lee's Summit Liaison Engineer for the duration of the Project, unless the ENGINEER requests and receives the OWNER's approval to appoint other personnel to these positions.

Topographic surveys, property and right of way lines, including preparation of legal descriptions for easements will be subcontracted to Anderson Surveying Company, Inc. based in Lee's Summit Missouri.

ARTICLE II OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER

The following is a list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Public Works (“Optional Services”):

Hydraulic and Hydrology Services

ENGINEER shall provide the following services in association with Hydraulic and Hydrology Studies as shown in Exhibits 1, 2 and 3.

1.6.1 SE Carolina Ct Area (Generally located in an area just south of SE 3rd Street to an area north of NE Langsford Road, as shown in Exhibits 1 and 2.

1.6.1.1 Collect and review available existing data, including but not limited to survey data, topographic mapping, soil types, flyover contours, prior studies, existing hydrologic and hydraulic models, etc.

1.6.1.2 Conduct field visits as needed to verify drainage basin boundaries, land use, and other parameters needed for analysis.

1.6.1.3 Prepare a hydrologic model for the watershed to establish flowrates for the hydraulic analysis.

1.6.1.4 Prepare a hydraulic model of the unnamed tributary to the East Fork Little Blue River starting generally 200 feet (+/-) as needed upstream of SE 3rd St to the downstream side of NE Langsford Road.

1.6.1.4.1 Evaluate capacity of the SE 3rd street culvert and determine if potential improvements would reduce the flooding for homes upstream of SE 3rd Street (specifically 2129 SE 3rd Street).

1.6.1.4.2 Provide recommendations to reduce flooding for this area. Recommendations may include complete removal of culvert, removal and replacement with upgraded culvert, or potential residential buyout. A cost estimate for a culvert upgrade will be provided.

1.6.1.4.3 Include analysis of the flowrates to ensure removal or upgrading the culvert will not negatively impact downstream areas.

1.6.1.5 Perform miscellaneous field surveying as needed to provide detailed supplemental information, cross sections, verify elevations, etc., for

analysis and mapping and as-built verification of culvert under NE Langsford Road as required for LOMR preparation and submission.

- 1.6.1.6 Map the 1% annual chance floodplain boundary.
- 1.6.1.7 Map the 0.2% annual chance floodplain boundary.
- 1.6.1.8 Map the regulatory floodway.
- 1.6.1.9 Meet with the City to review the proposed mapping changes, if any.
- 1.6.1.10 Meet with the public to review the proposed mapping changes, if any.
- 1.6.1.11 Coordinate map change notification to affected property owners during LOMR preparation.

Based on City and Public comments, prepare and submit a Letter of Map Revision application.

- 1.6.1.12 Respond to FEMA comments during the review process.
- 1.6.1.13 Prepare a written report documenting the hydrologic analysis, hydraulic analysis and mapping process. Supporting mapping and computations will be included in the report.
- 1.6.1.14 Present the final mapping and report to the City and public.

1.6.2 NE Timbercreek Circle Apartments (General located immediately north of NE Langsford Road as shown on Exhibit 3).

- 1.6.2.1 Upon completion of the SE 5th Terrace hydraulic model for the proposed improvements, investigate the effects of the proposed improvements and identify, if any, impacts to the downstream structures, and prepare engineering report of the findings.

**ARTICLE III
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Engineer:

City Services

The City will cooperate fully with the Engineer in the development of the project, including the following:

- 1.7.1 Make available all information pertaining to the project which may be in the possession of the City.
- 1.7.2 Provide the Engineer with the City's requirements for the project.
- 1.7.3 Make provisions for the Engineer to enter upon property at the project site for the performance of his duties.

- 1.7.4 Examine all studies and layouts developed by the Engineer, obtain reviews by staff, and render decisions thereon in a prompt manner so as not to delay the Engineer.
- 1.7.5 Designate a City's employee to act as City's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the City's policies and render decisions with respect to matters covered by this agreement.
- 1.7.6 Perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.
- 1.7.7 On-site construction observation and construction contract administration.
- 1.7.8 Advertise and obtain bids for the project including distribution of plans and specifications.

ARTICLE IV PAYMENTS TO THE ENGINEER

Refer to attachment to Article IV "Rate Schedule"

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of two hundred and fifty three thousand two hundred and ninety dollars (\$253,290), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of one hundred and seventy one thousand three hundred and twelve dollars (\$171,312).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of eighty one thousand nine hundred and seventy eight dollars (\$81,978).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Project Name/Task Name/RFP Number/Description of Agreement.
2. Invoice Number and Date.
3. Purchase Order number issued by City.
4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
7. Cost Invoices must be categorized by Phase.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

Refer to Exhibits 1, 2, &3

SE 5th Terrace Project

Assuming that the Notice to Proceed will be issued on February 13, 2017, design survey and existing site plans shall be completed around March 24, 2017.

Engineering Design (15%) with existing watershed analysis shall be completed around May 26, 2017.

Engineering Design (25%) with conceptual planning, sizing and layout of project shall be completed around July 14, 2017.

Engineering Design (50%) with preliminary recommendations shall be completed around September 1, 2017.

Engineering Design (85%) with field check design plans and cost estimates shall be completed around October 13, 2017.

Engineering Design (100%) with final plans, specifications, and estimate, including legal descriptions for the Project shall be completed around November 30, 2017.

Bid documents shall be completed around December 15, 2017.

Bidding phase time frame shall be controlled by the OWNER, but is anticipated to take place in the Winter of 2017.

Construction Phase to be determined, but may begin in late Winter thru the Spring months with paving and other surface improvements planned for late Spring or Summer of 2018.

SE Carolina Court Area and Drainageway (H & H):

Cross Section Survey, Structures finished floors, FF, Lowest Adjacent Grades, LAGS (40%) with existing watershed analysis shall be completed around October 6, 2017.

Hydraulic Analysis (75%) with conceptual planning, preliminary exhibits, and culvert sizing shall be completed around November 3, 2017.

LOMR (100%) with Exhibits and submittal to FEMA shall be completed around December 15, 2017.

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

**ARTICLE VI
INSURANCE**

- A. CERTIFICATE OF INSURANCE: The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s).

The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.

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

- C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.

- D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:
 - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
 - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

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

- F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

- G. COMMERCIAL GENERAL LIABILITY POLICY
Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

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

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

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

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

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

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

J. GENERAL INSURANCE PROVISIONS

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

6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.

- I. **ENGINEER'S ENDORSEMENT:** Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **INSPECTION OF DOCUMENTS:** Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS:** Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents

Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.

- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.
- W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
200 SE Green Street
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

Michael Atkinson, P.E.
Vice President
Allgeier Martin and Associates, Inc
Consulting Engineers
7231 East 24th Street
Joplin, Missouri 64804

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

Reserved.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 2017.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Deputy City Attorney

ENGINEER:

Allgeier Martin and Associates, Inc.

BY: _____

TITLE: _____

ATTEST:

**ATTACHMENT to EXHIBIT "A" RATE SCHEDULE
ESTIMATE OF COST
5th STREET PROJECT
and
HYDROLOGY AND HYDRAULIC ENGINEERING
for
SE CAROLINA COURT DRAINAGEWAY**

DESIGN PHASE	HOURS	RATE	EXTENDED COST
<u>Conceptual Design Phase</u>			
Principle/Engineer III	40	\$175.00	\$7,000.00
Designer/Technician III	40	\$108.00	\$4,320.00
<u>Hydrology and Hydraulics (CLOMR & LOMR)</u>			
Principle/Engineer IV (Hydraulic Engineer)	180	\$191.00	\$34,380.00
<u>Preliminary Design Phase</u>			
Principle/Engineer III	80	\$175.00	\$14,000.00
Designer/Technician III	100	\$108.00	\$10,800.00
Secretary/Assistant	20	\$72.00	\$1,440.00
<u>Final Design Phase</u>			
Principle/Engineer III	60	\$175.00	\$10,500.00
Project Manager/Engineer II	100	\$155.00	\$15,500.00
Designer/Technician III	90	\$108.00	\$9,720.00
Secretary/Assistant	20	\$72.00	\$1,440.00
<u>Construction Phase (Including Bidding Assistance)</u>			
Principle/Engineer III (Bidding Assistance)	40	\$175.00	\$7,000.00
Principle/Engineer III (Construction)	100	\$175.00	\$17,500.00
Secretary/Assistant	10	\$72.00	\$720.00
<u>Other Direct Costs</u>			
Travel @ \$0.54/Mi.	4800	\$ 0.54 per mile	\$2,592.00
Anderson Surveying (Topographic, Legals and Easement Docs.)			\$16,000.00
Subtotal			\$152,912.00
<u>Subcontract Pass-Through Costs</u>			
FEMA Review Fee for CLOMR (Mandatory)			\$7,500.00
FEMA Review Fee for LOMR (From As-Builts)			\$9,100.00
Palmerton & Parrish (Geotechnical-Subsurface Investigation)			\$1,800.00
Subtotal Direct Costs			\$18,400.00
Estimated Contract Ceiling (5th Street Project)			\$171,312.00

SE Carolina Court Drainageway

Hydrology and Hydraulics

Principle/Engineer III (3rd Street Culvert Estimate/Evaluation)	8	\$175.00	\$1,400.00
Principle/Engineer IV (Hydraulic Engineer)	330	\$191.00	\$63,030.00

Other Direct Costs

Travel @ \$0.54/Mi.	1200	\$ 0.54 per mile	\$648.00
Anderson Surveying (Topographic, FF, LAGS)			\$7,800.00

Subtotal **\$72,878.00**

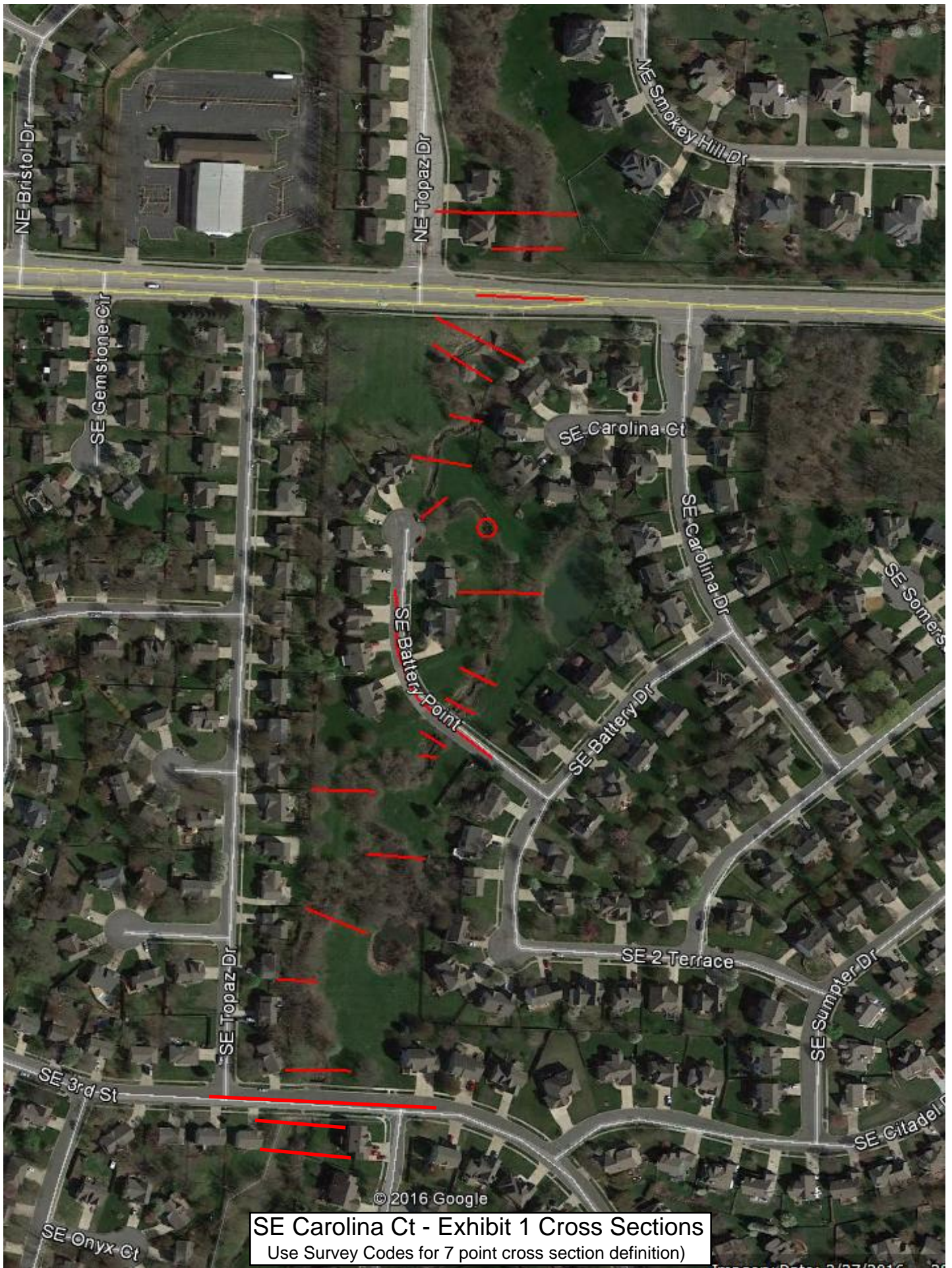
Subcontract Pass-Through Costs

FEMA Review Fee for LOMR			\$9,100.00
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Subtotal Direct Costs **\$9,100.00**

Subtotal for SE Carolina Court Drainageway and NE Timbercreek Circle **\$81,978.00**

Estimated Contract Ceiling (5th Street Project + SE Carolina Ct and NE Timbercreek) **\$253,290.00**



SE Carolina Ct - Exhibit 1 Cross Sections
Use Survey Codes for 7 point cross section definition

Packet Information

File #: BILL NO. 17-34, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Key Issues:

- The approved Lee's Summit Municipal Airport Master Plan provides for a ultimate runway length of 5,500 feet.
- The level of grant funding originally approved is not sufficient to cover the costs associated with design engineering to widen and extend Runway 18/36
- The city has received additional funding for design engineering to widen and extend Runway 18/36
- This grant is for \$47,805.00, 90% of the additional design engineering expense to widen and extend Runway 18/36, purchase of the property plus the commissioners' fees
- An additional grant of \$2,656.00 (5%) from the State Airport Aid Program from the Missouri Department of Transportation (MoDOT) will be used to fund this project.
- Local matching funds of \$2,656.00 (5%) are required.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF

\$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

SECOND MOTION: I move for adoption AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Background:

The approved Lee's Summit Municipal airport master plan provides for an ultimate runway length of 5,500 feet. The earthwork to accommodate the new runway length was completed by Emery Sapp and Sons in the summer of 2016. Bids for the runway pavement were received in May 2016, with Emery Sapp and Sons being the low bidder. Award of the construction of the concrete pavement for the 1,500 foot extension of the Runway 18/36 and other incidental work was made in October 2016.

The level of grant funding originally approved is not sufficient to cover the costs associated with Design Engineering to Widen and Extend Runway 18/36. This State Block grant is in the amount of \$47,805.00, additional funding for 90% of the cost for design engineering to widen and extend runway 18/36 in association with the runway improvements. An additional 5% of the project cost, \$2,651.00, will come from a State Airport Aid Agreement. Local matching funds of \$2,651.00, 5% of the project cost are required and are available from the Airport Capital Improvement Program. Local funds for this project are available from the Airport Construction Fund.

Presenter: Curt Powelson, Project Construction Manager

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 FOR ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

BILL NO. 17-34

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT TO STATE BLOCK GRANT AGREEMENT, AMMENDMENT #2 BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$47,805.00 TO ASSIST WITH DESIGN ENGINEERING TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the parties entered into an Agreement executed by the Sponsor on May 23, 2011, and executed by the Commission on June 3, 2011 (hereinafter, "Original Agreement"), under which the Commission granted the sum not to exceed Four Hundred Seventy-Eight Thousand One Hundred Fifty Dollars (\$478,150) to the Sponsor to assist with Design Engineering to Widen and Extend Runway 18/36; and,

WHEREAS, this Amendment #2 to the State Block Grant Agreement is in the amount of \$47,805.00 (funding 90% of the cost of the design engineering to widen and extend Runway 18/36 and is to be used for the costs of the Project;
And,

WHEREAS, local matching funds of \$2,656.00 (5% of the Project cost) are required and are available from the Airport Construction Fund.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, Missouri of Amendment #2 to the State Block Grant Agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri dated June 3, 2011 to assist with design engineering to widen and extend runway 18-36 at the Lee's Summit Municipal Airport.

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 Denise R. Chisum

BILL NO. 17-34

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Zoning
Nancy K. Yendes

CCO Form: AC10-A
Approved: 05/94 (MLH)
Revised: 01/15 (MWH)
Modified:

Sponsor: City of Lee's Summit
Project No. 11-109A-1

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

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

AMENDMENT #2

THIS AGREEMENT AMENDMENT #2 is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lee's Summit (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on May 23, 2011, and executed by the Commission on June 3, 2011 (hereinafter, "Original Agreement"), under which the Commission granted the sum not to exceed Four Hundred Seventy-Eight Thousand One Hundred Fifty Dollars (\$478,150) to the Sponsor to assist with Design Engineering to Widen and Extend Runway 18/36; and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the parties on January 22, 2015, (hereinafter, "Amendment 1") under which the Commission extended the project time period from April 30, 2012 to December 31, 2015, to allow for completion of the work; and

WHEREAS, the Commission previously approved funds for Design Engineering to Widen and Extend Runway 18/36; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design Engineering to Widen and Extend Runway 18/36.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design Engineering to Widen and Extend Runway 18/36; and

WHEREAS, the parties now desire to enter into this Amendment #2.

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

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Forty-Seven Thousand Eight Hundred Five Dollars

(\$47,805) for Design Engineering to Widen and Extend Runway 18/36 subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Two Thousand Six Hundred Fifty-Six Dollars (\$2,656) toward the project in addition to those previously committed by the Sponsor in the Original Agreement, which represents five percent (5%) of eligible project costs. The remaining Two Thousand Six Hundred Fifty-Six Dollars, which represents five percent (5%) of the additional funds needed to complete the project, will be paid with funds from a separate grant provided under the Commission's airport aid program pursuant to section 305.230.4.1 RSMo.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in Amendment #1.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before February 1, 2017, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of November 31, 2015 will be extended to December 31, 2016. Paragraph (1) of Amendment #1 is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement and Amendment #1 entered into between the parties shall remain in full force and effect.

(2) ADDITIONAL PROVISIONS: Because this project will be utilizing Federal Fiscal Year 2016 funds, the following provisions are applicable:

(A) Trafficking in Persons:

1. The prohibitions against trafficking in persons (hereinafter, "Prohibitions") apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

a. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

b. Procuring a commercial sex act during the period of time that the agreement is in effect; or

c. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

2. In addition to all other remedies for noncompliance that are

available to the Federal Aviation Administration (hereinafter, "FAA"), Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity:

- a. Is determined to have violated the Prohibitions; or
- b. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - i. Associated with performance under this agreement; or
 - ii. Imputed to the Sponsor or subrecipient using 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

(B) Suspension and Debarment: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(C) System for Award Management Registration and Universal Identifier:

1. Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

2. Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

a. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

b. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

c. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

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

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

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

By _____

Title _____

Title _____

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

CITY OF LEE'S SUMMIT

Nancy Yendes,
Chief Counsel of Infrastructure and Zoning

Signature of Sponsor's Attorney

Date _____

Packet Information

File #: BILL NO. 17-36, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO 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 \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO 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 \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Key Issues:

- The approved Lee's Summit Municipal Airport master plan provides for a ultimate runway length of 5,500 feet.
- The level of grant funding originally approved is not sufficient to cover the costs associated with Design Engineering to Widen and Extend Runway 18/36
- The city has received additional funding for design engineering to widen and extend Runway 18/36
- This State grant is for \$2,656.00 (5%) of the additional design engineering expense to widen and extend Runway 18/36.
- An additional grant of 47,805.00, 90% from the Federal Airport Aid Program from the Missouri Department of Transportation (MoDOT) will be used to fund this project.
- Local matching funds of \$2,656.00 (5%) are required.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO 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 \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO 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 \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Background:

The approved Lee's Summit Municipal airport master plan provides for an ultimate runway length of 5,500 feet. The earthwork to accommodate the new runway length was completed by Emery Sapp and Sons in the summer of 2016. Bids for the runway pavement were received in May 2016, with Emery Sapp and Sons being the low bidder. Award of the construction of the concrete pavement for the 1,500 foot extension of the Runway 18/36 and other incidental work was made in October 2016.

This State Block grant is in the amount of \$2,651.00, 5%, additional funding of the cost for design engineering to widen and extend runway 18/36 in association with the runway improvements. An additional 90% of the project cost, \$47,805.00, will come from a Federal Airport Improvement Program. Local matching funds of \$2,651.00, 5% of the project cost are required and are available from the Airport Construction Fund.

Presenter: Curt Powelson, Right of Way Agent

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO 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 \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO 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 \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

BILL NO. 17-36

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SECOND SUPPLEMENTAL AGREEMENT TO 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 \$2,656.00 FOR SPONSOR'S STATE BLOCK GRANT FOR PROJECT NO. 11-109A-1, TO THE SPONSOR TO ASSIST IN ENGINEERING DESIGN TO WIDEN AND EXTEND RUNWAY 18/36 AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, the parties entered into an Agreement executed by the Sponsor on May 23, 2011, and executed by the Commission on June 3, 2011 (hereinafter, "Original Agreement"), under which the Commission granted the sum not to exceed Twelve Thousand Five Hundred Eighty Three Dollars (\$12,583.00) to the Sponsor to assist with Design Engineering to Widen and Extend Runway 18/36; and,

WHEREAS, this State Block Grant is in the amount of \$2,656.00 (funding 5% of the cost of the design engineering to widen and extend Runway 18/36 and is to be used for the costs of the Project; and,

WHEREAS, local matching funds of \$2,656.00 (5% of the Project cost) are required and are available from the Airport Construction Fund.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution of the Second Supplemental Agreement to Airport Aid Agreement by the Mayor on behalf of the City of Lee's Summit, Missouri of a State Block Grant Agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri dated June 3, 2011 to assist with design engineering to widen and extend runway 18-36 at the Lee's Summit Municipal Airport.

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 *Denise R. Chisum*

BILL NO. 17-36

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Zoning
Nancy K. Yendes

CCO Form: AC05
Approved: 7/94 (MLH)
Revised: 01/15 (MWH)
Modified:

Project No. AIR 116-109A

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

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

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by Sponsor on May 23, 2011, and executed by the Commission on June 3, 2011 (hereinafter, "Original Agreement") under which the Commission granted the sum of Twelve Thousand Five Hundred Eighty Three Dollars (\$12,583), which is equal to fifty percent of the match required for Sponsor's State Block Grant for Project No. 11-109A-1, to the Sponsor to assist in Engineering Design to Widen and Extend Runway 18/36; and

WHEREAS, the parties entered into a Supplemental Airport Aid Agreement executed by the parties on February 11, 2015 (hereinafter, "Supplemental Agreement") under which the Commission extended the Project Time Period from April 30, 2012 to December 31, 2015, to allow for completion of the work; and

WHEREAS, the Commission previously approved funds for this project; and

WHEREAS, the level of funding originally approved is not sufficient to cover costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project; and

WHEREAS, the parties now desire to enter into this Second Supplemental Agreement.

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

(1) ADDITIONAL GRANT: The Commission hereby grants to the Sponsor an additional sum of Two Thousand Six Hundred Fifty-Six Dollars (\$2,656) for this project, which is equal to fifty percent (50%) of the additional match required for the Sponsor's State Block Grant for Project No. 11-109A-1.

(2) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of Decemeber 31, 2015, will be extended to December 31, 2016, to allow for completion of the work. Paragraph (1) of the Supplemental Agreement is hereby amended accordingly.

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

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

Title _____

By _____
Title _____

Attest:

By _____
Title _____

Approved as to Form:

Title _____

Ordinance No. _____
(if applicable)

Packet Information

File #: BILL NO. 17-35, **Version:** 1

AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Key Issues:

- City uses on-call appraisal services to support several departments
- The term of the contract is for one year, with the potential for three one-year renewals, based upon performance. Renewals limit the increase in costs from year to year.
- Work for this contract is funded by specific projects or programs approved by Council in the annual budget.
- Project Managers must identify scope and project specific funding to request services.
- Three firms were selected. The City will execute a separate contract with each firm.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Background:

Several departments within the City require appraisal services for variety of projects. The typical users are Public Works, Parks and Recreation, Administration, Planning and Development Services. The services needed

include appraisals for commercial, industrial, residential and other properties following the Uniform Standards of Professional Appraisal Practice. Real estate appraisals will generally be used for acquiring right of way, easements, and fee simple purchases related to roadway, aviation, and utility improvements. Other uses have typically included appraisals for property the City intends to purchase or sell. When the project is a federally funded project it requires a review appraisal of the first appraisal by a separate appraisal firm. On occasion due to work load or unusual circumstances they might be asked to acquire the easements or property as part of this contract or serve as expert witnesses during eminent domain proceedings.

Staff selected three appraisal companies based on their qualifications and varied expertise among the firms. The added breadth of experience offers flexibility within the contract that would not be available if only one firm was selected. Contracting with three firms also improves responsiveness on projects by spreading the work load among firms at times when multiple large projects have required appraisal services. The firms selected will provide a wide range of services that include appraising property, reviewing appraisals, expert witness in court and acquisition of property.

Specific funding for the appraisal services is not allocated in an on-call account. The funding is sourced from specific projects or programs approved in either the Capital Improvement Plan (CIP) or annual operating budget. The budgets for each program or project include money for appraisal services, which is approved by Council as part of the annual budget process.

Impact/Analysis:

- If not approved, Staff will be unable to perform activities that need appraisal services
- The use of three firms will greatly expand the responsiveness of services
- There is no additional fiscal impact to the general fund. Funding will be provided by specific projects or programs authorized by the annually approved City Budget

Timeline:

Start: February 2017

Finish: 1 to 4 years, depending on renewal options

Other Information/Unique Characteristics:

The Public Works Department issued RFQ 2017-306 on November 17, 2016. The RFQ was advertised in the City website and www.PublicPurchase.com <<http://www.PublicPurchase.com>>. Five firms made responsive submittals that were evaluated by a six (6) member City Staff evaluation team from Public Works, Development Services and Law Department through both submittal review and interviews. The evaluation team selected the top 3 ranking firms to negotiate contracts for professional services.

Presenter: Curt Powelson, Right of Way Agent

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL

SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

BILL NO. 17-35

AN ORDINANCE APPROVING AWARD OF RFQ 2017-306 TO SHANER APPRAISALS, INC. DBA VALBRIDGE PROPERTY ADVISORS, KELLER, CRAIG & ASSOCIATES AND BLISS ASSOCIATES, LLC FOR ON-CALL YEARLY REAL ESTATE APPRAISAL SERVICES, AND THREE SEPARATE ONE-YEAR CONTRACTS WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS

WHEREAS, City uses on-call property appraisal services to support several departments; and,

WHEREAS, The term of the individual contracts is for one year with the potential for three one-year renewals with each of the firms, passed upon performance; and,

WHEREAS, Work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

WHEREAS, Project Managers must identify scope and project specific funding to request services; and,

WHEREAS, Three firms were selected, the City will execute a separate contract with each firm;

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

SECTION 1. That the agreements for property appraisal services yearly contract (RFQ No. 2017-306) by and between the City of Lee's Summit, Missouri and Shaner Appraisals, Inc. DBA Valbridge Property Advisors, Keller Craig & Associates and Bliss Associates, LLC generally for the purpose of property appraisal services, true and accurate copies attached hereto as Exhibits "1" "2" and "3" respectively and incorporated by reference as if fully set forth herein, are hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 17-35

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Zoning
Nancy K. Yendes

**AGREEMENT FOR
REAL ESTATE APPRAISAL SERVICES
RFQ 2017-306-1**

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and **Shaner Appraisals, Inc. DBA Valbridge Property Advisors** (hereinafter "Service Provider").

WITNESSETH:

WHEREAS, City intends to have services for real estate appraisals; and

WHEREAS, Service Provider has submitted a proposal for appraisal services and standard fee schedule to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for real estate appraisal services; and

WHEREAS, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

WHEREAS, Service Provider represents that the firm is equipped, competent, and able to undertake such an assignment.

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

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

Service Provider shall provide the following services to the City on an as-needed basis.

Perform real estate appraisals for the purposes of market value. All appraisals must be performed in accordance with the *Uniform Standards of Professional Appraisal Practice*.

Provide appraisals for Local, State and Federally funded projects.

Provide review appraisals for Local, State and Federally funded projects.

Negotiate and acquire right-of-way, easements and fee simple property.

Provide expert testimony in eminent domain cases as required.

**ARTICLE II
SERVICES TO BE PROVIDED BY MEMORANDUM OF AUTHORIZATION**

In the event Service Provider is engaged to provide services, City and Service Provider shall enter into a written memorandum of authorization describing (a) the scope of services to be provided by Service

Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

ARTICLE III LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The city will issue a Purchase Order to authorize work.

ARTICLE IV PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an acceptable and accurate invoice is received by City. All invoices shall contain the following information:
 - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 - 2. Invoice Number and Date.
 - 3. City Purchase Order Number.
 - 4. Itemized statement of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. City shall have the option to renew this Agreement at its discretion, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in

effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI INSURANCE

Service Provider shall maintain at its expense the following insurance coverage during the period of the Agreement and will provide City with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this Agreement:

A. CERTIFICATE OF INSURANCE

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

B. NOTICE OF CLAIM

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

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

D. GENERAL LIABILITY POLICY

Limits:

Each occurrence: \$250,000.00

General Aggregate: \$250,000.00

Policy must include the following conditions:

Bodily Injury and Property Damage

Insured Contract's Contractual Liability

Additional Insured: City of Lee's Summit, Missouri

E. AUTOMOBILE LIABILITY

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

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$100,000/\$300,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

F. **WORKERS' COMPENSATION:** As required by law.

G. **GENERAL INSURANCE PROVISIONS**

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

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF DOCUMENTS:** Payment by City to Service Provider as aforesaid in Article II shall vest in City title to all drawings, sketches, studies, analyses, reports, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.

- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.
 2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of projects in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. Compliance with Section 285.530.2, RSMo (E-verify enrollment), shall be required if applicable.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **INSPECTION OF DOCUMENTS:** Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- I. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or subcontractors, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto.

- J. **LIMITATION OF LIABILITY:** In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article III of this Agreement.
- K. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted standards of practice. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.
- L. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- M. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- N. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- O. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- P. **SAFETY:** In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- Q. **ANTI-DISCRIMINATION CLAUSE:** Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- R. **DELAY IN PERFORMANCE:** Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- S. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

T. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

Shaner Appraisals, Inc. DBA
Valbridge Property Advisors
10990 Quivira, Suite 100
Overland Park, KS 66210

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed the notice shall be considered received the third day after the date of postage.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Service Provider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2017.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes,
Chief Counsel of Infrastructure and Zoning

SERVICE PROVIDER:

Shaner Appraisals, Inc. DBA
Valbridge Property Advisors

BY: _____
Signature

VAIRG GOLDSCROWUGH
Print Name

ATTEST:

TITLE: _____
PRESIDENT

**CITY OF LEE'S SUMMIT
APPRAISAL SERVICES
EXHIBIT A - FEE SCHEDULE**

The fee schedule is broken down into two sections setting forth:

1. Per Tract Basis
2. Hourly Basis.

City staff shall have the discretion to determine which basis for compensation to use prior to the beginning of the project.

1. **Per Tract Basis (can vary depending on number of properties and complexity of assignment):**

For City funded projects:

\$400 to \$500 per single family residential appraisal

\$1,500 for value finding short form commercial appraisal

\$2,500 to \$3,900 per standard commercial appraisal

\$125 to \$275 (associate / principal) per hour for extra work as designated by City

For state and federal funded projects:

\$ 400 to \$500 per single family residential appraisal

\$1,500 for value finding short form commercial appraisal

\$2,500 to \$3,900 per standard commercial appraisal

\$125 to \$275 (associate / principal) per hour for extra work as designated by City

2, **Hourly Basis.**

A. **Personnel Hourly Rates:**

<u>Position</u>	<u>Rate/Hour</u>
Principal Appraiser	\$275
Associate Appraiser	\$125
Technician or other:	\$90

B. **Out of Pocket Expenses:** None anticipated assuming we receive appropriate documentation from the City. Reimbursement of out of pocket expenses at cost (maps, ownership documents, long distance phone calls, filing fees, etc.)

C. **Additional Services:** Any additional services required, including meeting attendance, negotiations beyond the specific scope, testimony or any other services will be compensated for at the hourly rates and reimbursement schedule.

Appraisal review (can vary based on number of properties and complexity of assignment):

\$750 for value finding short form commercial appraisal

\$1,250 to \$1,750 per standard commercial appraisal

Respondent Name: LG

**AGREEMENT FOR
REAL ESTATE APPRAISAL SERVICES
RFQ 2017-306-2**

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and **Keller, Craig & Associates** (hereinafter "Service Provider").

WITNESSETH:

WHEREAS, City intends to have services for real estate appraisals; and

WHEREAS, Service Provider has submitted a proposal for appraisal services and standard fee schedule to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for real estate appraisal services; and

WHEREAS, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

WHEREAS, Service Provider represents that the firm is equipped, competent, and able to undertake such an assignment.

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

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

Service Provider shall provide the following services to the City on an as-needed basis.

Perform real estate appraisals for the purposes of market value. All appraisals must be performed in accordance with the *Uniform Standards of Professional Appraisal Practice*.

Provide appraisals for Local, State and Federally funded projects.

Provide review appraisals for Local, State and Federally funded projects.

Negotiate and acquire right-of-way, easements and fee simple property.

Provide expert testimony in eminent domain cases as required.

**ARTICLE II
SERVICES TO BE PROVIDED BY MEMORANDUM OF AUTHORIZATION**

In the event Service Provider is engaged to provide services, City and Service Provider shall enter into a written memorandum of authorization describing (a) the scope of services to be provided by Service Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any

work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

ARTICLE III LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The city will issue a Purchase Order to authorize work.

ARTICLE IV PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an acceptable and accurate invoice is received by City. All invoices shall contain the following information:
 - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 - 2. Invoice Number and Date.
 - 3. City Purchase Order Number.
 - 4. Itemized statement of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. City shall have the option to renew this Agreement at its discretion, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

**ARTICLE VI
INSURANCE**

Service Provider shall maintain at its expense the following insurance coverage during the period of the Agreement and will provide City with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this Agreement:

A. CERTIFICATE OF INSURANCE

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

B. NOTICE OF CLAIM

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

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

D. GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$250,000.00
General Aggregate:	\$250,000.00

Policy must include the following conditions:

Bodily Injury and Property Damage
Insured Contract's Contractual Liability

Additional Insured: City of Lee's Summit, Missouri

E. AUTOMOBILE LIABILITY

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

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$100,000/\$300,000
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City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

F. **WORKERS' COMPENSATION:** As required by law.

G. **GENERAL INSURANCE PROVISIONS**

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

ARTICLE VII MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF DOCUMENTS:** Payment by City to Service Provider as aforesaid in Article II shall vest in City title to all drawings, sketches, studies, analyses, reports, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.

1. **Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.
 2. **Termination for Cause:** This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of projects in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. Compliance with Section 285.530.2, RSMo (E-verify enrollment), shall be required if applicable.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **INSPECTION OF DOCUMENTS:** Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- I. **INDEMNIFICATION AND HOLD HARMLESS:** Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or subcontractors, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto.
- J. **LIMITATION OF LIABILITY:** In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article III of this Agreement.

- K. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted standards of practice. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.
- L. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- M. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- N. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- O. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- P. **SAFETY:** In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- Q. **ANTI-DISCRIMINATION CLAUSE:** Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- R. **DELAY IN PERFORMANCE:** Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- S. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.

T. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

Keller, Craig & Associates
6701 W. 64th Street, Suite 310
Overland Park, KS 66202

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed the notice shall be considered received the third day after the date of postage.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Service Provider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2017.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes,
Chief Counsel of Infrastructure and Zoning

SERVICE PROVIDER:

Keller, Craig & Associates

BY: Tim Keller
Signature

Tim Keller

Print Name

ATTEST:

TITLE: President

EXHIBIT A

Tracts Per Project

Appraisal Type	Base Price	1-3	4-9	10-20	20 +
Value Finder/Short Form No Inspection with Owner					
Single Family	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Duplex	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Residential/Ag Land	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Apartment Land/Improved	\$2,000.00	\$2,000.00	\$1,900.00	\$1,800.00	\$1,700.00
Commerical Land/Improved	\$2,000.00	\$2,000.00	\$1,900.00	\$1,800.00	\$1,700.00
Standard Full Inspection w Owners					
Single Family	\$1,250.00	\$1,250.00	\$1,187.50	\$1,125.00	\$1,062.50
Duplex	\$1,250.00	\$1,250.00	\$1,187.50	\$1,125.00	\$1,062.50
Residential/Ag Land	\$1,500.00	\$1,500.00	\$1,425.00	\$1,350.00	\$1,275.00
Land	\$1,500.00	\$1,500.00	\$1,425.00	\$1,350.00	\$1,275.00
Apartment	\$2,500.00	\$2,500.00	\$2,375.00	\$2,250.00	\$2,125.00
Commercial	\$2,500.00	\$2,500.00	\$2,375.00	\$2,250.00	\$2,125.00
Review of Value Finder/Short Form					
Single Family	\$500.00	\$500.00	\$475.00	\$450.00	\$425.00
Duplex	\$500.00	\$500.00	\$475.00	\$450.00	\$425.00
Residential/Ag Land	\$500.00	\$500.00	\$475.00	\$450.00	\$425.00
Apartment Land/Improved	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Commerical Land/Improved	\$1,000.00	\$1,000.00	\$950.00	\$900.00	\$850.00
Review of Standard Report					
Single Family	\$625.00	\$625.00	\$593.75	\$562.50	\$531.25
Duplex	\$625.00	\$625.00	\$593.75	\$562.50	\$531.25
Residential/Ag Land	\$750.00	\$750.00	\$712.50	\$675.00	\$637.50
Land	\$750.00	\$750.00	\$712.50	\$675.00	\$637.50
Apartment	\$1,250.00	\$1,250.00	\$1,187.50	\$1,125.00	\$1,062.50
Commercial	\$1,250.00	\$1,250.00	\$1,187.50	\$1,125.00	\$1,062.50
Pretrial Testimony			\$225.00	Per hour	
Expert Witness			\$900.00	Per 1/2 half day	
			\$1,800.00	Per full day	

**AGREEMENT FOR
REAL ESTATE APPRAISAL SERVICES
RFQ 2017-306-3**

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and **Bliss Associates, LLC** (hereinafter "Service Provider").

WITNESSETH:

WHEREAS, City intends to have services for real estate appraisals; and

WHEREAS, Service Provider has submitted a proposal for appraisal services and standard fee schedule to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for real estate appraisal services; and

WHEREAS, City desires to enter into an agreement with Service Provider to perform the services as aforementioned; and

WHEREAS, Service Provider represents that the firm is equipped, competent, and able to undertake such an assignment.

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

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER**

Service Provider shall provide the following services to the City on an as-needed basis.

Perform real estate appraisals for the purposes of market value. All appraisals must be performed in accordance with the *Uniform Standards of Professional Appraisal Practice*.

Provide appraisals for Local, State and Federally funded projects.

Provide review appraisals for Local, State and Federally funded projects.

Negotiate and acquire right-of-way, easements and fee simple property.

Provide expert testimony in eminent domain cases as required.

**ARTICLE II
SERVICES TO BE PROVIDED BY MEMORANDUM OF AUTHORIZATION**

In the event Service Provider is engaged to provide services, City and Service Provider shall enter into a written memorandum of authorization describing (a) the scope of services to be provided by Service Provider and City, (b) compensation to the Service Provider for services to be provided, (c) required deliverables or products from the Service Provider to the City, and (d) completion times for said services. The compensation to be paid Service Provider pursuant to any memorandum of authorization shall be at

the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Service Provider first entering into a written modification.

ARTICLE III LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The city will issue a Purchase Order to authorize work.

ARTICLE IV PAYMENTS TO THE SERVICE PROVIDER

For the services performed by Service Provider pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Service Provider in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Service Provider according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. The City shall make payment to Service Provider within a period not to exceed thirty (30) days from the date an acceptable and accurate invoice is received by City. All invoices shall contain the following information:
 - 1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
 - 2. Invoice Number and Date.
 - 3. City Purchase Order Number.
 - 4. Itemized statement of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that in no event will the amount of interest to be paid by the City exceed 9% per annum.

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from _____ through _____. City shall have the option to renew this Agreement at its discretion, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Service Provider shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI Page 2 of 7

INSURANCE

Service Provider shall maintain at its expense the following insurance coverage during the period of the Agreement and will provide City with certificates of insurance on all required coverage prior to commencement of any services performed pursuant to this Agreement:

A. CERTIFICATE OF INSURANCE

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

B. NOTICE OF CLAIM

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

C. INDUSTRY RATING

The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Service Provider.

D. GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$250,000.00
General Aggregate:	\$250,000.00

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Additional Insured: City of Lee's Summit, Missouri

E. AUTOMOBILE LIABILITY

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

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$100,000/\$300,000
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City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

F. WORKERS' COMPENSATION: As required by law.

G. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. COVENANT AGAINST CONTINGENT FEES: Service Provider warrants that Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. OWNERSHIP OF DOCUMENTS: Payment by City to Service Provider as aforesaid in Article II shall vest in City title to all drawings, sketches, studies, analyses, reports, and other paper, documents, computer files, and material produced by Service Provider exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation.
- C. MODIFICATIONS TO AGREEMENT: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Service Provider shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Service Provider and City, and the compensation and completion times for said services.
- D. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
 1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days

advance written notice. City shall pay Service Provider for all services rendered up to the date of termination.

2. Termination for Cause: This Agreement may also be terminated for cause by City or Service Provider. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Service Provider for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Service Provider up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of projects in a subsequent fiscal year, this Agreement shall be terminated and Service Provider shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Service Provider but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS**: Service Provider shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. Compliance with Section 285.530.2, RSMo (E-verify enrollment), shall be required if applicable.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER**: Service Provider shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Service Provider of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- G. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES**: Upon reasonable advance notice and during normal business hours at Service Provider's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Service Provider and consulting with him/her at such time. Conferences are to be held at the request of City or Service Provider.
- H. **INSPECTION OF DOCUMENTS**: Service Provider shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- I. **INDEMNIFICATION AND HOLD HARMLESS**: Service Provider shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or subcontractors, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto.
- J. **LIMITATION OF LIABILITY**: In no event will City be liable to Service Provider for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Service Provider pursuant to Article III of this Agreement.

- K. **PROFESSIONAL RESPONSIBILITY:** Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted standards of practice. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard, and that are reported to Service Provider within one year from the completion of Service Provider's services for each individual project performed pursuant to this Agreement.
- L. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- M. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- N. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- O. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- P. **SAFETY:** In the performance of its services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- Q. **ANTI-DISCRIMINATION CLAUSE:** Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- R. **DELAY IN PERFORMANCE:** Neither City nor Service Provider shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Service Provider under this Agreement. Service Provider and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- S. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Service Provider. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Service Provider.
- T. **NOTICE:** Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

City Engineer
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

Director of Public Works
City of Lee's Summit
220 SE Second Street
Lee's Summit, MO 64063

and notices to Service Provider shall be addressed to:

Bliss Associates, LLC
1000 Walnut Street, Suite 920
Kansas City, MO 64106-2145

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed the notice shall be considered received the third day after the date of postage.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Service Provider.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2017.

CITY OF LEE'S SUMMIT

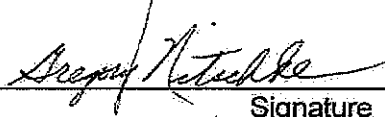
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy Yendes,
Chief Counsel of Infrastructure and Zoning

SERVICE PROVIDER:

Bliss Associates, LLC

BY: 
Signature

GREGORY NITSCHKE
Print Name

ATTEST:

TITLE: PRESIDENT

EXHIBIT A

Pricing Schedule:

Compensation for services is typically based on the amount of time spent on appraisals, appraisal review and negotiations. Due to the multitude of property types and uses, coupled with the potential complexity of certain properties, it is difficult to estimate an accurate fee for these services based on a "per tract" basis. However, in accordance with the City of Lee's Summit request, a range of cost is outlined below. An hourly rate of \$140.00/hour was used in the formulation of these fees. Discounts may apply to multi-tract projects involving similar properties. Fees will be discussed and agreed upon prior to the initiation of any services.

Residential (Total taking)	\$1,000
Residential (Before and after)	\$1,500
Value Finding Format	\$1,000-\$1500
Standard Format	\$2,000-\$3000
Review Appraisal (Residential)	\$750
Review Appraisal (Other property types)	\$1,000-\$1,500
Negotiations	\$1,000
Trial preparation and testimony	\$185 per hour

Out-of-Pocket Expenses:

Reimbursement of out-of-pocket expenses will be at cost. These costs are not anticipated since the City of Lee's Summit is expected to provide all necessary information. In the event out-of-pocket expenses are anticipated, the City of Lee's Summit will be notified prior to any expenditure.

City of Lee's Summit
Purchasing Division
RFQ Standardized Evaluation Form

RFQ TOTAL SCORE WORKSHEET BY INDIVIDUAL COMMITTEE MEMBER

RFQ# 2017-306

RFQ Title: On-Call Property Appraisal Services

Overall ranking to be a whole number of 1 through 5 with 1 being the best.

	Name of Firm Submitting RFQ	Total Points Possible	Total Points Give By Committee Member	Overall Ranking 1 - 5 with 1 being best
1	Adamson & Associates, Inc.	30	26	5
2	Bliss Associates	30	16	3
3	Donoho Appraisals	30	22	4
4	Keller, Craig & Associates, Inc.	30	16	2
5	Shaner Appraisals, Inc. DBA Valbridge Property Advisors	30	7	1

Packet Information

File #: BILL NO. 17-33, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI. (PWC 1/30/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI

Key Issues:

- The City and R-7 School District entered into an Intergovernmental Agreement on January 2, 2015 for reimbursement by the City of R-7 fiber optic cable relocation costs in association with the Blackwell Interchange Project.
- The original Intergovernmental Agreement called for reimbursement of relocation costs not to exceed \$110,000 based upon uncertain cost estimates of work available at that time.
- That Intergovernmental Agreement specified that the City would pay for any additional relocation costs if the actual cost of relocation work exceeded \$110,000.
- The relocation work has commenced and unexpected costs associated with underground rock boring have caused an increase in relocation costs that will exceed the original total estimate of \$110,000.
- This modification proposed to the Intergovernmental Agreement increases the total reimbursable amount by \$27,000, for a revised total of \$138,000 to cover additional costs to complete the relocation work.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI.

Background:

Utility in conflict with the Blackwell Interchange construction must be relocated. Blackwell Interchange is a joint City and MoDOT project. Among the utilities in conflict that require relocation is R-7 fiber optic cables. Since the Blackwell Interchange Project is TIF funded and a portion of funds impact R-7 revenue, the City has entered into an intergovernmental agreement with R-7 to reimburse the fiber optic cable relocation costs incurred by R-7 in association with the Blackwell Interchange Project.

The intergovernmental agreement was executed on January 2, 2015, for the reimbursement of R-7 fiber optic cable relocation expenses by the City. The estimate of relocation work provide by the School District was \$110,000 at the time the agreement was proposed. The agreement specifies that the City will pay for the actual relocation costs, so if the relocation cost exceeds the original estimate, the City would pay the additional costs. If the actual work cost less than the estimate, then the City would have been refunded the difference.

The fiber optic cable relocation work was phased as needed with interchange construction, as well as to maintain critical communications provided by the fiber optic cable and to better coordination with co-located facilities using KCPL infrastructure. The initial phase of R-7 fiber optic cable relocation was completed in the spring of 2016. The latter phase of relocation commenced in the fall of 2016. The more recent underground relocation work unexpectedly encountered non-diggable rock material that required special tooling, time and construction methods to complete at a higher cost than originally estimated.

The projected increase in cost associated with this activity will cause the remaining work to exceed \$110,000, an amount not-to-exceed stipulated in the agreement. The additional cost and remaining work should be less than a \$27,000 change. A revised total reimbursement of \$138,000 is proposed to cover the remaining relocation work to be done. The reimbursement is funded from the Blackwell Interchange Project - East US 50 Highway Corridor TIF.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Park, PE, City Traffic Engineer

Recommendation:

Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI

Committee Recommendation: The Public Works Committee voted unanimously 3-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI.

BILL NO. 17-33

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT OF RELOCATION OF FIBER OPTIC CABLE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI.

WHEREAS, The City and R-7 School District entered into an Intergovernmental Agreement on January 2, 2015 for reimbursement by the City of R-7 fiber optic cable relocation costs in association with the Blackwell Interchange Project; and,

WHEREAS, the original Intergovernmental Agreement called for reimbursement of relocation costs not to exceed \$110,000 based upon uncertain cost estimates of work available at that time; and,

WHEREAS, that Intergovernmental Agreement specified that the City would pay for any additional relocation costs if the actual cost of relocation work exceeded \$110,000; and,

WHEREAS, this modification proposed to the Intergovernmental Agreement increases the total reimbursable amount by \$27,000 to pay for additional unforeseen relocation costs, for a revised total of \$138,000 to complete the relocation work.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby approves Modification No. 1 to the Intergovernmental Agreement approved by Ordinance No. 7554 for reimbursement of relocation of fiber optic cable by and between the City of Lee's Summit, Missouri and the Reorganized School District No. 7 of Jackson County, Missouri, a true copy of which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. The Mayor of Lee's Summit is hereby authorized to executive such agreement on behalf o 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 _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 17-33

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel Infrastructure and Zoning
Nancy K. Yendes

**MODIFICATION NO. 1 TO
INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT
OF RELOCATION OF FIBER OPTIC CABLE
DATED January 2, 2015,
AND APPROVED BY CITY COUNCIL BY PASSAGE OF
ORDINANCE NO. 7554 ON DECEMBER 18, 2014**

THIS MODIFICATION TO AN INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT FOR RELOCATION OF THE R-7 SCHOOL DISTRICT FIBER OPTIC CABLE AS PART OF THE CITY OF LEE'S SUMMIT'S MoDOT US/50 AND BLACKWELL ROAD INTERCHANGE PROJECT, made and entered into this ____ day of _____, 2017, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri Municipal Corporation and Constitutional Charter City, (hereinafter "City"), and the **REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI**, a political subdivision of the State of Missouri (hereinafter "R-7").

WITNESSETH:

WHEREAS, The City and R-7 entered into an Intergovernmental Agreement (hereinafter "Agreement") on January 2, 2015, as approved by their respective governing bodies; and

WHEREAS, such Agreement calls for reimbursement of relocation costs of a fiber optic cable not to exceed \$110,000, and such amount was set based upon estimates of the cost of work available at that time ; and

WHEREAS, such Agreement provided that the amount to be reimbursed could be increased upon mutual agreement if the cost of relocation exceeded \$110,000 upon approval by the City Council of Lee's Summit and appropriation of such additional funds; and

WHEREAS, as the work has progressed additional costs have been identified by R-7 and reported to the City, which City and R-7 agree should also be reimbursed as a part of the continuing partnership of R-7 and the City's TIF process on the project identified in the Agreement; and

WHEREAS, City and R-7 desire to amend the provision of the Agreement with respect to the amount to be paid for relocation costs only to provide for reimbursement of the additional costs identified during the project not to exceed \$138,000.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend **Section A.2.a, "Obligations of the City"**, and no other, of the Agreement as follows:

A. Responsibilities of the Parties

2. Obligations of the City. City Agrees to:

- a. Reimburse R-7 for the costs incurred for the relocation of its Fiber, as required by the Project, as an eligible TIF reimbursable cost from the funds from the East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan. Total reimbursement costs for Fiber relocation shall not exceed \$138,000. If the costs for the relocation exceed \$138,000, the City and R-7, upon mutual agreement, shall enter into a modification to this agreement to cover the remaining costs of the relocation, subject to the approval and appropriation by the City of Lee's Summit, City Council.

ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Agreement not specifically amended by this Modification shall remain in full force and effect.

THIS MODIFICATION NO. 1 TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by the governing bodies of City and R-7.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF LEE'S SUMMMIT

REORGANIZED SCHOOL DISTRICT NO. 7

Mayor

Deputy Superintendent

ATTEST:

ATTEST:

City Clerk

Assistant to Deputy Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant City Attorney

n/a

Packet Information

File #: 2017-0870, **Version:** 3

Discuss the current technology used to monitor snow control operations, and sharing relevant information with the public.

Issue/Request:

Discuss current AVL system and Public Facing Website.

Key Issues:

History of the AVL system

Upgrades made since implementation

Difference between AVL and the Public Facing Website

Recommendations

Questions

Proposed Committee Motion:

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Shawn Graff, Assistant Director of Operations

Recommendation:

Committee Recommendation: [Enter Committee Recommendation text Here]



Automatic Vehicle Locating (AVL)

Public Works Committee

1/30/17

Overview

- Purpose
- Overview
- AVL
- Public Facing Website
- Summary
- Questions

Purpose of AVL

- AVL was Purchased as an Operational Tool
 - Improved performance of snow control operations
 - Real time data
 - Responding to emergency services
 - Recording location, history of movement of equipment
 - Accident
 - Complaints
 - Claims
 - QA/QC

Overview

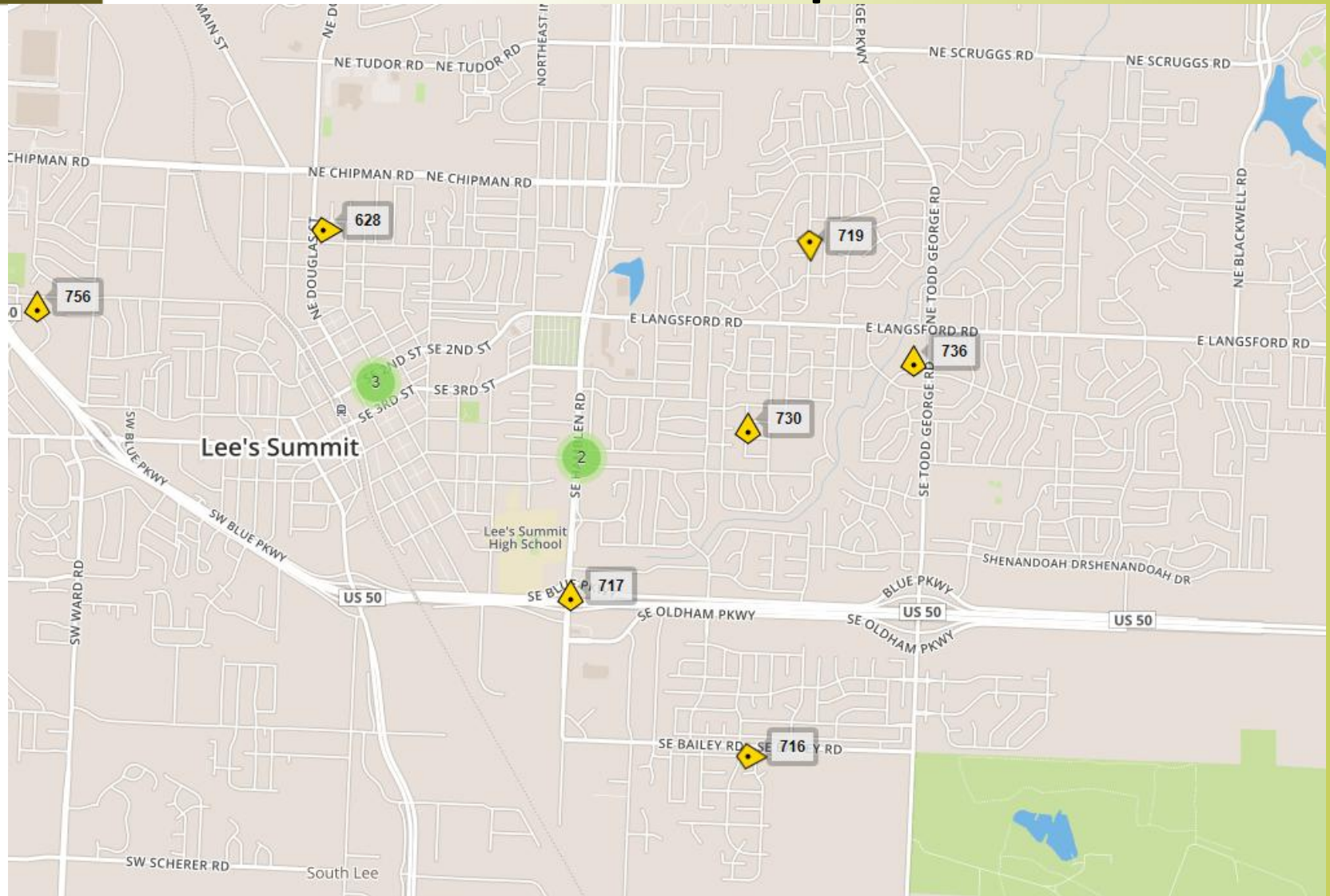
- AVL system purchased in June 2011
 - Replaced/Enhanced in-house database and reports
 - Installed August/September 2011
- Web-based system that is provided by a third party vendor
- Limited control over system

AVL

- AVL is not intended to be a public facing website
- AVL is raw data without context
 - An interface is required to translate data for public use (i.e. Public Facing Website)
 - Is not hosted on LS servers



AVL Map





AVL Report

18 / 22 Main Report 100%

- 713
- 715
- 730
- 736

D/T Location Activity

Summary for 730 on 1/14/2017

Distance Traveled: 89.49	Min Speed: 1
Elapsed Time: 09:35:31	Avg Speed: 29
	Max Speed: 64

Summary for 730

Distance Traveled: 89.49	Days Active: 2 of 0
Elapsed Time: 09:35:31	Avg Miles Per Day: 89.49

736

1/14/2017

09:31:05 am	-94.3572612 / 38.8841171		
09:31:05 am	1849 SE Hamblen Rd, Lee's Summit 64082	Blade=Up	00:00
09:31:05 am	1849 SE Hamblen Rd, Lee's Summit 64082	Solid Spread=Off	00:00
09:31:06 am	1847 SE Hamblen Rd, Lee's Summit 64082	Blade=Up	00:01
09:31:21 am	1847 SE Hamblen Rd, Lee's Summit 64082	Solid Spread=Off	00:16
09:33:12 am	-94.3561548 / 38.8837304	Solid Spread=Off	02:07
09:34:13 am	1739 SE Hamblen Rd, Lee's Summit 64082	Solid Spread=Off	03:08
09:35:07 am	1353 SE Hamblen Rd, Lee's Summit 64081	Solid Spread=Off	04:02
09:36:12 am	1156 SE Bailey Rd, Lee's Summit 64063	Solid Spread=Off	05:07
09:37:18 am	1488 SE Bailey Rd, Lee's Summit 64063	Solid Spread=Off	06:13
09:38:13 am	1656 US Hwy 50, Lee's Summit 64063	Solid Spread=Off	07:08
09:39:13 am	657 SE Todd George Pkwy, Lee's Summit 64063	Solid Spread=Off	08:08
09:40:12 am	243 SE Todd George Pkwy, Lee's Summit 64063	Solid Spread=Off	09:07
09:41:12 am	1802 NE McKee Ln, Lee's Summit 64086	Solid Spread=Off	10:07
09:41:26 am	1800 NE Patterson Dr, Lee's Summit 64086	Blade=Down	10:21
09:42:11 am	1298 NE Todd George Pkwy, Lee's Summit	Solid Spread=Off	11:06
09:42:27 am	NE Todd George Pkwy, Lee's Summit	Blade=Up	11:22
09:43:12 am	NE Todd George Pkwy, Lee's Summit	Solid Spread=Off	12:07
09:44:12 am	NE Todd George Pkwy, Lee's Summit	Solid Spread=Off	13:07
09:45:11 am	NE Todd George Pkwy, Lee's Summit	Solid Spread=Off	14:06
09:46:12 am	1114 NE Leinweber Rd, Lee's Summit 64064	Solid Spread=Off	15:07
09:47:12 am	1170 NE Leinweber Rd, Lee's Summit 64064	Solid Spread=Off	16:07
09:48:12 am	1040 NE Leinweber Rd, Lee's Summit 64064	Solid Spread=On @ 200 lbs/mi	17:07
09:49:12 am	918 NE Leinweber Rd, Lee's Summit 64064	Solid Spread=Off	18:07
09:50:10 am	2043 NE Rice Rd, Lee's Summit 64064	Solid Spread=Off	19:05
09:51:10 am	1838 NE Rice Rd, Lee's Summit 64064	Solid Spread=On @ 200 lbs/mi	20:05

Printed 1/19/2017 7:30:30 by Lee Summit User



AVL Report

LT Web Reporting x
https://leesummitloctech.com/navigoreports/default.aspx

Map Display: General Activity | Output to maps.google.com | Output to Google Earth | Output to Shape File | Lee Summit User [Logout]

ID	Label/D/T	X	Y	Velocity	Heading	Address	Event	activityDate	msgID	hashid	Event Time
Select 1	713	1/14/2017 7:28:28 AM	-94.3556374680701	38.8840214474547	4.3	SW		1/14/2017 12:00:00 AM			
Select 2	713	1/14/2017 7:28:43 AM	-94.3556374680701	38.8840214474547	4.3	SW		1/14/2017 12:00:00 AM			
Select 3	713	1/14/2017 7:28:58 AM	-94.3558483165389	38.883874770259	4.3	SW		1/14/2017 12:00:00 AM			
Select 4	713	1/14/2017 7:29:04 AM	-94.3557635187851	38.8839274823762	0	N		1/14/2017 12:00:00 AM			
Select 5	713	1/14/2017 7:29:13 AM	-94.3560270793712	38.883773929687	4.3	SW		1/14/2017 12:00:00 AM			
Select 6	713	1/14/2017 7:29:13 AM	-94.3560270793712	38.883773929687			Solid Spread=Off	1/14/2017 12:00:00 AM			
Select 7	713	1/14/2017 7:29:28 AM	-94.3563410602432	38.8836341279848	0	N		1/14/2017 12:00:00 AM			
Select 8	713	1/14/2017 7:29:43 AM	-94.3570102748486	38.8836662136214	0	N		1/14/2017 12:00:00 AM			
Select 9	713	1/14/2017 7:29:58 AM	-94.3571798704561	38.8836753809461	0	N		1/14/2017 12:00:00 AM			
Select 10	713	1/14/2017 7:30:13 AM	-94.3571798704561	38.8836753809461	0	N		1/14/2017 12:00:00 AM			

1

Windows taskbar: 7:36 AM 1/19/2017

Public Facing Website

- In 2014 Public Works contacted our vendor about a Public Facing Website
 - Cost to provide interface for real-time data in excess of \$50,000 to host data on LS servers
 - Vendor offered a basic solution for \$600 per year hosted on their servers
 - Staff has limited control over the Public Facing Website

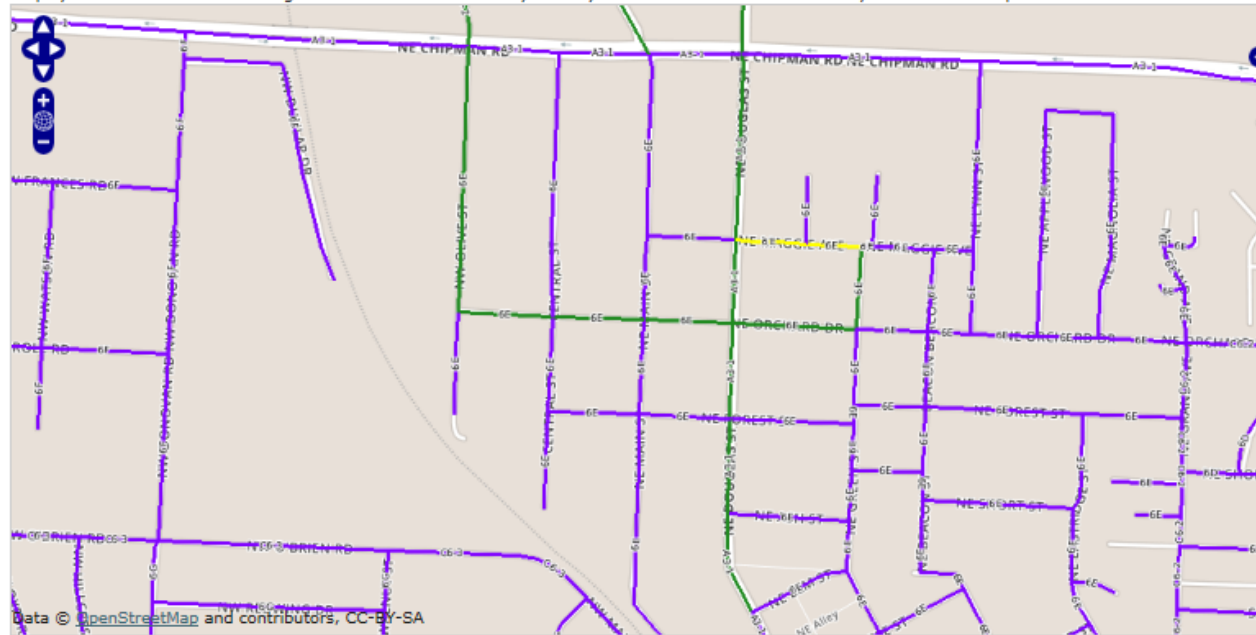
Public Facing Website

- Compiles data from AVL into a user friendly map
- Public Facing Website relies on 100% functionality of AVL
- Provides a snapshot of current status of snow control operations
- Shows street segments that have been completed
- During snow events the Public Facing Website functionality is not our priority

Public Facing Website

City of Lee's Summit Snow and Ice Control Progress Map

Displays Snow and Ice Control Progress on streets maintained by the City of Lee's Summit. Please refresh your browser for updates.



Animated zoom

SNOW ROUTE COLOR KEY

NOT COMPLETED

COMPLETED WITHIN THE PAST 4 HOURS

COMPLETED WITHIN THE PAST 8 HOURS

COMPLETED MORE THAN 24 HOURS AGO

Public Facing Website:

- Is not AVL
- Will not give citizens a higher level of service for plowing and treating streets
- Does not give citizens accurate time snow plow will plow and treat specific streets
- Does not tell where plows are currently located
- Does not provide information on level of response or goal time.
- Will not provide accurate information when plowing is not required
- Does not monitor work done by contractors
- Personnel are not available to troubleshoot AVL or the public facing website during a storm event

Summary

- Staff focus during snow events is executing the snow plan and meeting the established goals
 - Public Facing Website does not impact our level of service
 - Public Communication is being accomplished through other methods
 - Minimal public request for Public Facing Website
 - Cost of technology far exceeds benefit of providing a more extensive website

LS

Questions

Packet Information

File #: 2017-0913, **Version:** 1

Stormwater Funding Options

Issue/Request:

Funding options for stormwater program.

Key Issues:

Continue discussion on funding options for ongoing stormwater management programs.

Proposed City Council Motion:

[Enter text here]

Background:

In previous discussions the PWC members identified Scenario 2 as the desirable target for an ongoing stormwater program. The committee also reviewed a number of funding sources and narrowed the options for further investigation to 1) a user fee/utility system, 2) a use tax, and 3) the CIP Sales Tax renewal. The City Council approved ballot language to include stormwater projects in the CIP Sales Tax renewal on January 19, 2017. The renewal is to be included on the April 4, 2017 ballot.

This discussion will focus again on identifying an ongoing source of revenue for the proposed program.

Impact/Analysis:

If a user fee funding mechanism is selected, the cost to develop the program to place before voters in the future will need to be budgeted. Costs could be in a range between \$300,000 and \$400,000.

Presenter: Dena Mezger, Director

Recommendation:

Committee Recommendation:

LS

Stormwater Funding Options

Public Works Committee

January 30, 2017



Status of Discussions

- PWC has
 - Established prioritized stormwater program goals
 - Reviewed level of service scenarios and selected Scenario No. 2 as target for funding ongoing program
 - Reviewed funding options and focused on pros and cons of three funding options: CIP sales tax, use tax and utility/user fee
 - Recommended inclusion of approx. \$25M in stormwater projects in CIP Sales Tax Renewal

Funding Options & Program Goals

Stormwater Program Goals
as updated during Dec. 19, 2016 PWC Meeting

GOAL	TERM	
	Short (S), Med (M) or Long (L)	PRIORITY RANKING
Improve reliability of existing system through increased maintenance including proactive efforts		
1. Dedicated resources for operation and maintenance (labor and materials) (Scen. #2 recommended by PWC)	S	1
2. Inspection of existing system components	M	2
3. Replacement program for deteriorated CMP in system	M/L	3
Expand implementation of regulatory NPDES water quality program including infrastructure improvements, public education, and staff training		
1. Staff training	S	1
2. Illicit discharge inspections	S	1
3. Comprehensive environmental permit tracking	L	3
4. Increased public education and participation	M	2
5. Dedicated Stormwater Management Plan advisory board	L	4
Construct capital projects that continue to address problem areas based on priorities		
1. System deficiencies identified by the City's Master Plan that cause flooding of homes, businesses, or other structures.	S	1
2. System deficiencies that cause street flooding to the extent that access for emergency response vehicles is impeded and/or that public safety is protected.	M	2
3. System deficiencies that cause erosion in open channels resulting in damage, as determined by qualified professionals, to existing structures or infrastructure.	M	2
4. System deficiencies identified in the City's Master Plan that result in damage to private improvements such as landscaping and fencing.	L	4
Maintain a proactive approach to identifying needed updates to the City's standards and ordinances	Ongoing	

 Items addressed by CIP Sales Tax funding
 Items addressed by Scenario #2 funding

Required Revenue

- o To Fund Scenario #2 (based on 2016 costs)
 - o \$1.495 M in annual funding at start (will need to increase over time as costs increase)
 - o 11.9 FTEs
 - o Includes routine maintenance and inspection, construction of small projects, system repairs, regulatory compliance, design and project management
 - o \$0.567 M in one-time funding
 - o Nine trucks/pieces of equipment

Revenue Source	Pros	Cons
CIP Sales Tax	<ul style="list-style-type: none"> • Good for specific projects & programs • No special billing • Easy to explain to public • No impact on general fund 	<ul style="list-style-type: none"> • Not permanent on-going funds for operation and maintenance
Use Tax	<ul style="list-style-type: none"> • Can supplement other revenue streams <ul style="list-style-type: none"> • \$ 1M in use tax yields \$400K into gen. fund • Permanent revenue source • Prioritize needs for use of revenue 	<ul style="list-style-type: none"> • Not adequate to fully fund program • Not dedicated to specific uses by ballot • Other uses may be unmet if dedicated funding source • General use tax typical
Utility/User Fee	<ul style="list-style-type: none"> • On-going long term dedicated solution for program • Nexus between fees and amount of runoff - similar to water/sewer rate system • No impact on general fund 	<ul style="list-style-type: none"> • Costs and time to implement <ul style="list-style-type: none"> • Funds required to build the system database and structure program before voter approval • More administration required for ongoing management • Requires billing system

Other Mo/Ks Communities

o Monthly User Fee

- o Olathe KS - \$5.66/ERU
- o Topeka KS - \$4.25/ERU
- o Lawrence KS - \$4.00/ERU
- o KCMO - \$3.00/ERU
- o Arnold MO - \$3.00/ERU
- o Wichita KS - \$2.00/ERU
- o Columbia MO - \$1.44/ERU (Scheduled to increase to \$3.50)
- o St. Louis Metro. Sewer District – \$0.24/mo for each single family or commercial unit served by the system; \$0.18/mo for each unit in multi-family developments

ERU = Equivalent Residential Unit

Other Communities (cont'd)

- o User Fee Collected with Property Tax Bill
 - o Lenexa KS - \$30/ERU/yr
 - o Overland Park KS - \$24/ERU/yr
- o Sales Tax
 - o Independence MO – 1/4¢
- o Property Tax
 - o St. Louis Metropolitan Sewer District – varies by location; min. \$1.95/\$100 of assessed value

Reference Information

- o 2004 Citizens' Stormwater Task Force Report
 - o Task Force recommended a stormwater user fee for long-term funding
 - o Copy previously provided to PWC
- o 2016 Stormwater Utility Survey – Black & Veatch
 - o Copy attached

Next Steps

- o PWC makes recommendations on long-term funding for Scenario #2 to City Council
 - o If a user fee system is recommended the cost of development will need to be included as part of the next FY budget
 - o Costs for the project could be between \$300,000 and \$400,000 (based on 2005 contract for this work – contract terminated before completion)
- o Additional information required by PWC?

2016 Stormwater Utility Survey

A Black & Veatch Report

Prepared by Black & Veatch Management Consulting, LLC



BLACK & VEATCH
Building a world of difference.®





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WELCOME TO OUR 2016 STORMWATER UTILITY SURVEY

In 1991, we launched our first biennial survey of stormwater utilities to assess and share insights on stormwater management and financing, when the concept of “stormwater utility” was still a nascent phenomenon. Over the last 25 years, the phenomenon has continued to evolve with paradigm shifts in stormwater program planning, best practices, governance, and regulatory requirements. To reflect these changing dynamics, we have continued the tradition of capturing and sharing insights through our biennial stormwater utility surveys.

This report, our eleventh stormwater utility survey, presents information on the key industry priorities and investment drivers, stormwater management and user fee practices, and comparative data on typical residential stormwater user fees.

The responses to issues of increasing regulatory requirements, adequacy of funding, and cost recovery continues to indicate an “alignment gap” among program needs, costs of service, level of fees, and customer buy-in.

Hence, going beyond presenting the survey findings, this report also includes a special feature discussion on “Program-Cost-Fee-Benefit Nexus.” The special feature highlights the compelling need for nexus among four key factors: the level of service (Program), the costs to deliver the level of service (Cost), the approach to recovering the cost of providing service (Fee), and the customer’s understanding of value (Benefit).

If you have any questions regarding the contents of this report and/or Black & Veatch services, please do not hesitate to contact us at: ManagementConsulting@bv.com.

Sincerely,



Ralph Eberts | Executive Vice President

Black & Veatch Management Consulting, LLC



About this Report

COMPANY OVERVIEW

Black & Veatch Management Consulting, LLC is a wholly owned subsidiary of Black & Veatch Holding Company and provides integrated strategy, business operations, and technology solutions for water, wastewater, stormwater, power, oil and gas, and renewables utility sectors. Our seasoned executives and consultants combine subject expertise, advanced analytics and practical business sense with extensive technology and engineering capabilities to deliver solutions that work best for your program needs, organization, assets and customers.



BLACK & VEATCH HEADQUARTERS
Overland Park, KS

SURVEY DESIGN

This 2016 stormwater utility survey was conducted online, within the United States, during March and April 2016. The results are presented under the following key sections:

Section 1: Organization and Operations

Provides a general profile of the respondents including population, size and characteristics of service area, and utility governance.

Section 2: Planning

Provides insights in to what utility managers perceive to be the most important industry issues and stormwater infrastructure investment drivers. This section also highlights the types of permit requirements that utilities have to comply with and the planning utilities have engaged in to address stormwater management.

Section 3: Finance and Accounting

Reviews stormwater utility revenues, expenditures, sources of funding, and the adequacy of stormwater funding to meet utility obligations.

Section 4: Stormwater Rate Structure and Billing

Presents the types of costs recovered through user fees, the fee methodology used in setting rates, the rate structures, and the average monthly residential rate of each utility that participated in the survey. Information on the billing frequency and types of exemptions and discounts that utilities offer, and insights on legal challenges are also provided. Calculated bills reflect rates in effect as of March 1, 2016.

Section 5: Stormwater Credits and Incentives

Offers insights in to the types of credits, criteria used in offering credits, credits for “green initiatives”, and any innovative credit programs.

Section 6: Public Information/Education

Assesses the level of importance respondents attribute to public information/education and the methods of education and multi-media sources used in educating and in disseminating information.

SURVEY TEAM

PRABHA KUMAR

Director

Ms. Kumar leads the stormwater utility consulting practice. She specializes in stormwater utility feasibility studies and utility development, implementation, and utility metering and billing operations optimization. Ms. Kumar's comprehensive utility consulting expertise also includes resource analysis, financial planning, cost of service, and rate design studies, wholesale pricing studies and in providing expert witness services in utility litigation matters. Ms. Kumar has also managed technology projects that involve the entire software development life cycle of needs assessment, system requirements specification, system design, development, implementation and training.



ANNA WHITE

Principal Consultant

Ms. White has served as a Project Manager on projects involving cost of service and rate determination, revenue bond determination and financial reviews of operations for water, wastewater and stormwater utilities in the public sector. Her economics background and experience with computer modeling and software applications have been utilized in developing financial analyses of municipal water and wastewater utilities.



RUPA JHA

Manager

Ms. Jha is experienced in utility rate study, business process optimization and change management for water, wastewater and stormwater utilities. She has participated in a wide range of utility management services including fund review studies, infrastructure asset management, change management, AWWA water audits and financial modeling.



BRIAN MERRITT

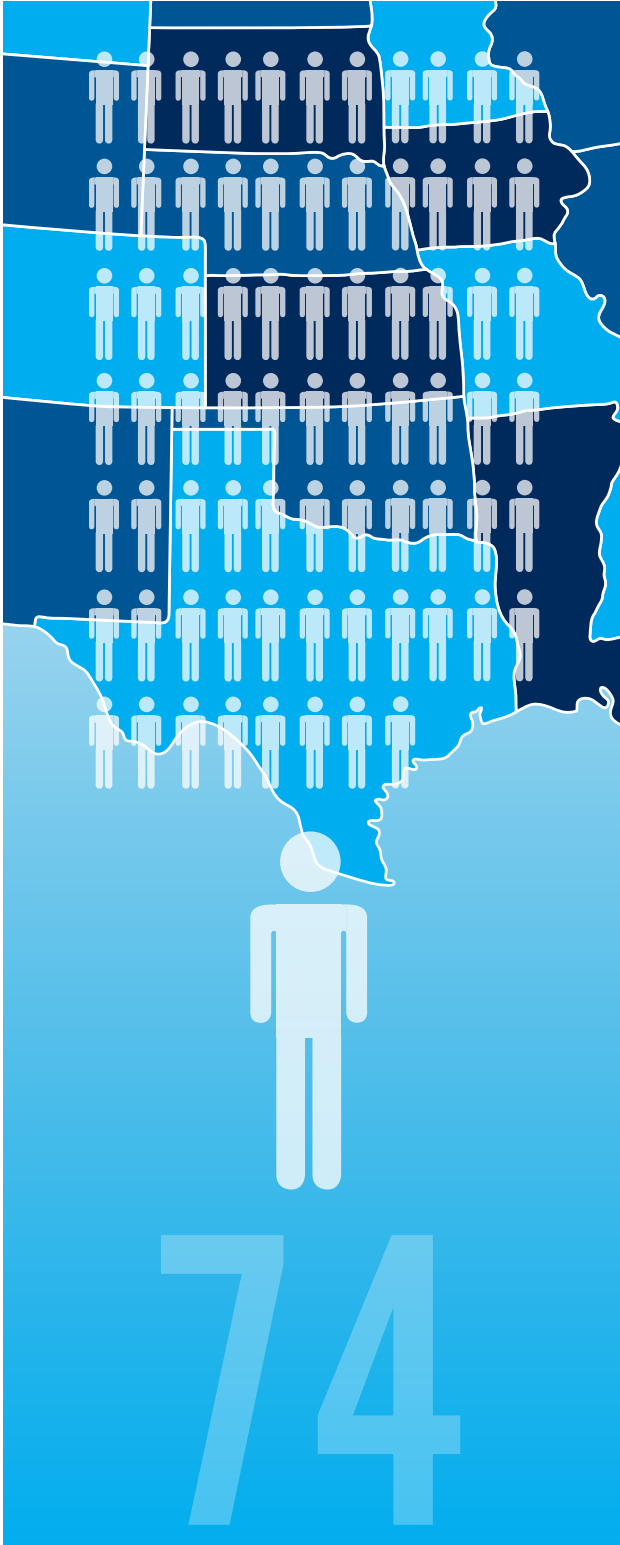
Manager

Mr. Merritt has experience in the engineering and consulting industry specializing in stormwater utility development and implementation. He has extensive experience in engineering design, permitting, compliance, public outreach, program evaluations and planning, and funding strategies. His stormwater related work has included watershed planning, stormwater infrastructure design and construction including green infrastructure, floodplain and water quality management planning, flood protection/resiliency system assessments and evaluations. In addition, Mr. Merritt is skilled in operations management, business development, client management, contract negotiations, employee recruitment, multi-disciplinary staff management and proposal writing.



3

Report Highlights



PROFILE OF RESPONDENTS

A total of 74 participants from 24 states completed the online questionnaire.

- All of these participants fund stormwater management in whole or in part through stormwater user fees.
- This year's participants include 16 first time participants and 58 repeat participants.
- Eighty eight percent of the respondents serve a city, rather than a county or a region.
- The population served by the respondents ranges from 86 (Indian Creek Village, FL) to 1.4 million people (San Diego, CA); the areas served varies from 3 to 1,080 square miles.
- Among the utilities that participated in the survey, the median number of stormwater customers is 31,000.
- For those utilities that base charges on gross property area, an Equivalent Residential Unit (ERU) ranged from 2,266 square feet to 20,000 square feet of total parcel area, with a median of 8,000 square feet.
- For those utilities that base charges on impervious area, an ERU ranged from 35 square feet to 5,000 square feet of impervious area, with a median of 2,550 square feet.

PROGRAM-COST-FEE-CUSTOMER NEXUS

The new norm in the utility industry is to proactively plan for and build “resilience.” Resilience is no longer a buzz word but rather a critical necessity for utilities to be agile and effectively manage known and unforeseen challenges and changing environments. Financial and operational resilience can only be achieved when there is a clear nexus between Program, Cost of Service, User Fees, and Customer Benefit.



The nexus addresses the following critical questions:

- What infrastructure, regulatory, operational, and community needs are we trying to address (Program or Level of Service)?
- What does it cost to deliver the desired level of service (Cost of Service)?
- How do we equitably recover the full cost of service (Fee)?
- What benefits do our customers gain and perceive (Customer Benefit)?

Survey Results on User Fee-Cost of Service Nexus

In our stormwater survey, we find a significant range in the magnitude of typical monthly residential stormwater charge, among the participating utilities. This is a continuing trend over the last several surveys. In analyzing the results, we find that the wide range in the charges is largely due to user fees not reflecting the full “cost of service,” and not necessarily due to significant cost of service differences among comparable utilities.

This phenomenon of user fees not reflecting the full cost of service is more pronounced in the stormwater sector than in the water/sewer sector. From a benchmarking perspective, when all the participating utilities do not set their fees to recover the full cost of service, it impacts the ability to truly compare the stormwater charges across utilities, even when the utilities may be comparable in terms of system characteristics and programs.

So, why should utilities strive to recover their full cost of service through user fees rather than recover costs through a combination of “user fees,” and other “non-user fees” such as taxes. Here are a few key reasons:

- **Equity of Cost Recovery.** Stormwater user fees are based typically on the level of imperviousness (commonly referred to as impervious area), which more reasonably correlates to the demand a property places on the stormwater system. However, taxes are based on aspects such as a property’s value or the level of sales, which have no direct correlation to the stormwater contributed to the system. In addition, in the case of tax based cost recovery, many properties that have tax exemptions would not pay anything towards stormwater costs. Hence, recovering the full cost of service through user fees provides for a more equitable recovery of costs among the customers.
- **Customer Perception.** When the fee is designed to reflect the full cost of service, customers can better understand the true costs a utility incurs in providing service. User fees being set to only recover a portion of the stormwater costs can potentially lead to a misperception on the true magnitude of a utility’s costs.
- **Onsite Stormwater Management.** If the user fees are set to fully correlate with cost of service, utilities will have the ability to offer appropriate stormwater fee credits for private stormwater management practices that reduce the stormwater contribution to the system. However, recovering a portion of the stormwater costs through tax revenues would impact a utility’s ability to provide stormwater credits on taxes, as taxes have no correlation to a property’s stormwater contribution.

To explain the difference between utilities that set user fees to recover the full cost of service and those that recover the cost of service through a mix of “user fees” and “non-user fees,” we present the following examples.

Example: Cost of Service Recovered Fully Through User Fees

Seattle Public Utilities (SPU), Washington which has both combined sewer system and separate storm sewer systems, has defined a cost allocation approach that consistently and fairly allocates all operational and capital costs between the sanitary sewer and drainage business lines. Beginning 2008, through a phased approach, SPU has been allocating a portion of the combined sewer system costs to the stormwater utility, recognizing that a portion of the combined sewer system and combined sewer overflow (“CSO”) structures support the drainage system. SPU has not only done the due diligence of defining the full cost of service but also recovers 97% of the stormwater costs of service through stormwater user fees, and the remaining through grants and other sources. Such an approach enhances the equity of cost recovery as (i) costs are aligned with the service demands (wastewater versus drainage), and (ii) the



stormwater fees are aligned to recover 97% of the drainage costs. While such an approach strengthens the nexus between system needs, cost, and fees, it also results in SPU's charges appearing to be the highest among the survey participants.

Philadelphia Water Department (PWD), Pennsylvania, which also has a mix of combined sewer and separate storm sewer systems, has adopted a very similar due diligence of clearly delineating direct stormwater management costs and allocating a portion of the combined sewer operating and capital costs to the stormwater utility, so as to derive the stormwater utility's annual full cost of service. To meet its Long Term Control Plan (LTCP) consent order agreement ("COA") requirements, PWD is leading with green solutions. To effectively support its COA, PWD offers robust stormwater credits and incentives programs, the costs of which are proportionally funded through both wastewater rates and stormwater rates.

The City of Bellevue, Washington, which only has a separate storm sewer system, also appears to have established a nexus between its stormwater full cost of service and the stormwater user fees, with 93% of its cost of service being recovered by stormwater user fees, and 6% from miscellaneous stormwater fees.

When utilities such as SPU, PWD, and Bellevue delineate full stormwater cost of service and then set user fees to appropriately recover those costs, their fees tend to be higher, but also reflect a more equitable approach to cost recovery.

Example: Cost of Service Recovered Through a Combination of User Fees and Taxes

Partial Cost of Service: The survey also indicates that many utilities do not set rates to adequately recover the full cost of service. **Kansas City, Missouri** has a mix of combined sewer and separate storm sewer systems, and currently has a consent order for CSOs. Kansas City's stormwater user fee only recovers a portion of the cost of service. Based on a 1998 voter referendum on user fees, the stormwater user fee is designed to recover only the stormwater "operating

costs." The stormwater related capital costs are recovered not through user fees but through taxes. Sean Hennessy, the CFO for Kansas City also points out that the "Missouri Supreme court ruled that an impervious surface 'fee' applied to property owners is a tax and not a fee"; therefore all tax exempt entities are exempt from the stormwater user fee.

Similarly, **City of San Diego, California**, recovers approximately 50% of its stormwater revenues from user fees and the remaining stormwater revenues are generated primarily from general taxes (e.g., sales tax, property tax) and parking citation revenue. Further, San Diego has never increased its stormwater user fees since 1996.

Consequently, in the case of these two utilities, the stormwater user fees for a typical residential property are significantly lower when compared with other stormwater utilities such as Seattle, WA or Philadelphia, PA. Establishing user fees to recover only a portion of the stormwater costs can have equity of cost recovery implications, as the magnitude of costs recovered from a user from taxes may not be fully aligned with the level of demand the user places on the system.

In summary, with respect to establishing an effective nexus between program, cost, fees, and customer engagement, stormwater utilities are continuing to evolve very slowly and are yet to reach even the level of maturity that we see in the municipal water and wastewater sectors. While municipalities that have established a user fee funding mechanism are ahead of the curve relative to those that have not, to plan for and build resilience, it is time that municipal leaders and communities transitioned to more collaborative, needs driven, and holistic approaches to policy making, delineating cost of service, and stormwater funding.

We extend our appreciation to the City of Philadelphia, PA; Seattle, WA; Bellevue WA; Kansas City, MO; and City of San Diego, CA for consenting to highlight their stormwater user fee programs as examples.



Organizational Information

Stormwater issues such as surface water quality; habitat degradation; downstream flooding, protection of stormwater as a valuable water resource, and public awareness and support are all universal and do not strictly follow jurisdictional boundaries. Yet municipalities continue to manage stormwater issues only within their geographical jurisdictional authority, without being able to transition to a broader watershed level collaboration, management, and funding.

The survey indicates that individual municipally governed stormwater utilities are more prevalent than regional stormwater authorities. Eighty nine percent of the participants reported serving a city jurisdictional area, with just two participants representing a regional authority. These trends have remained fairly consistent since 2007.

Municipalities that have a mix of combined sewer and separate storm sewer systems have a greater challenge in complying with water quality regulatory requirements. Out of the 9 municipalities that have a combined sewer system and own a wastewater treatment facility, 8 of them indicated having a consent order for Combined Sewer Overflows (CSOs). In contrast, only 2 out of the 74 participants had a consent order for MS4 requirements.

FIGURE 1

FOR MS4 PERMITTING PURPOSES, ARE YOU CLASSIFIED AS: *(Select One)*

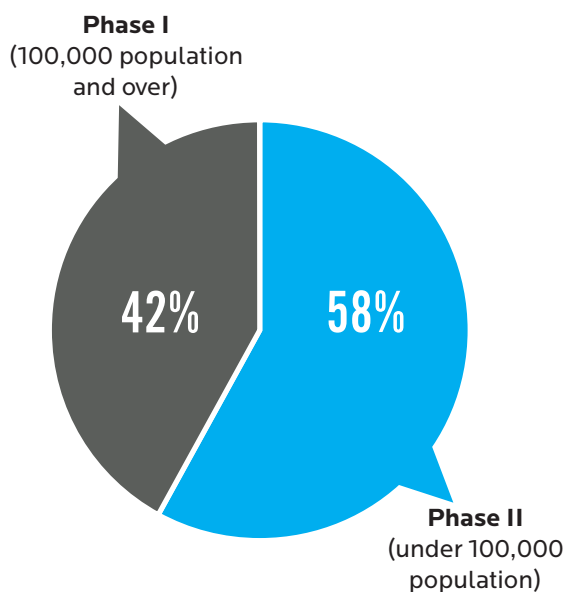


FIGURE 2

WHAT JURISDICTIONAL AREA IS YOUR STORMWATER UTILITY RESPONSIBLE FOR? *(Select One)*

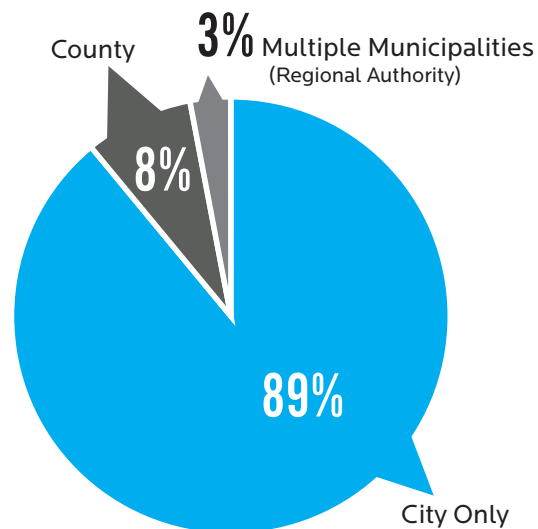


FIGURE 3

WHAT IS THE CHARACTERISTIC OF YOUR SERVICE AREA? *(Select One)*

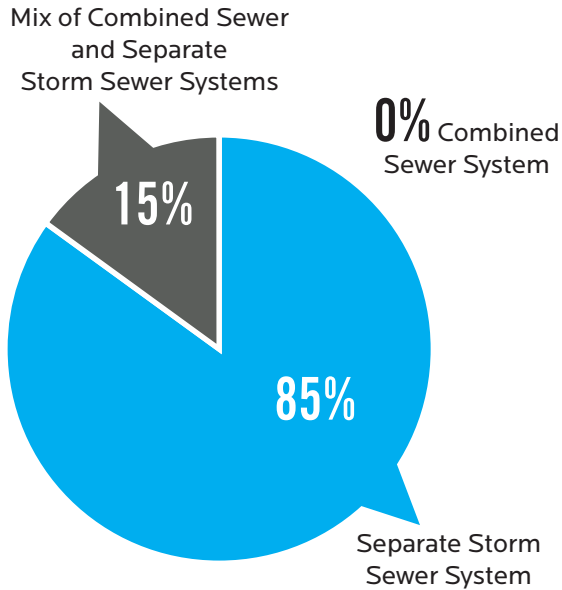
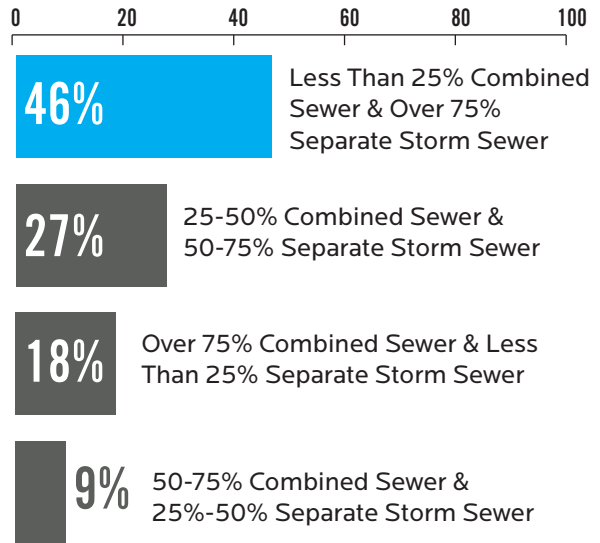


FIGURE 4

IF YOU SELECTED “MIX OF COMBINED SEWER AND SEPARATE STORM SEWER SYSTEMS” IN THE PREVIOUS QUESTION, INDICATE THE PERCENTAGE* OF COMBINED SEWER VERSUS SEPARATE STORM SEWER SERVICE.



**Based on number of utilities that selected “Mix of Combined Sewer and Separate Storm Sewer Systems” in the previous question.*

FIGURE 5

IF YOU SELECTED “MIX OF COMBINED SEWER AND SEPARATE STORM SEWER SYSTEM” OR “COMBINED SEWER SYSTEM” IN QUESTION 3, DOES YOUR UTILITY OWN ITS OWN WASTEWATER TREATMENT FACILITY OR DOES IT CONTRACT OUT FOR THESE SERVICES TO ANOTHER JURISDICTION/ENTITY?

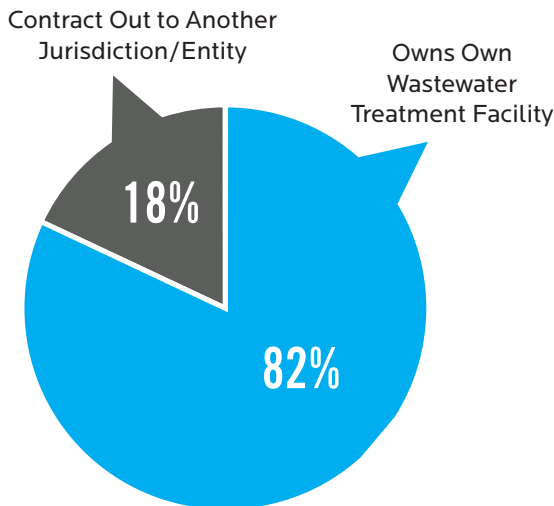


FIGURE 6

IS YOUR UTILITY UNDER CONSENT ORDER FOR COMBINED SEWER OVERFLOW (CSO) ISSUES?

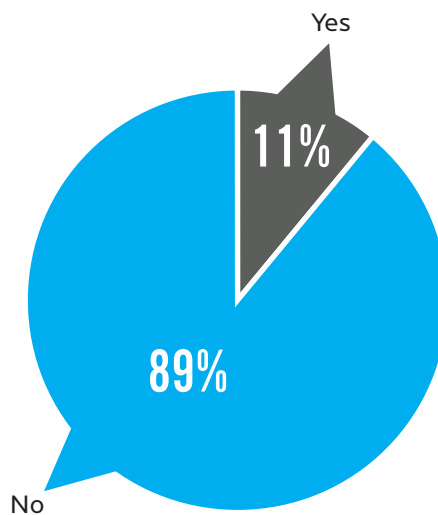


FIGURE 7

IS YOUR UTILITY UNDER CONSENT ORDER FOR MS4 ISSUES?

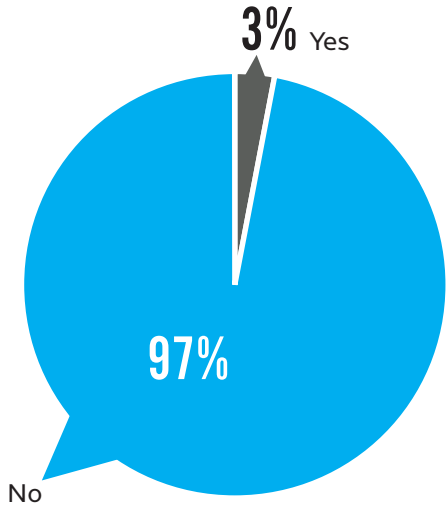
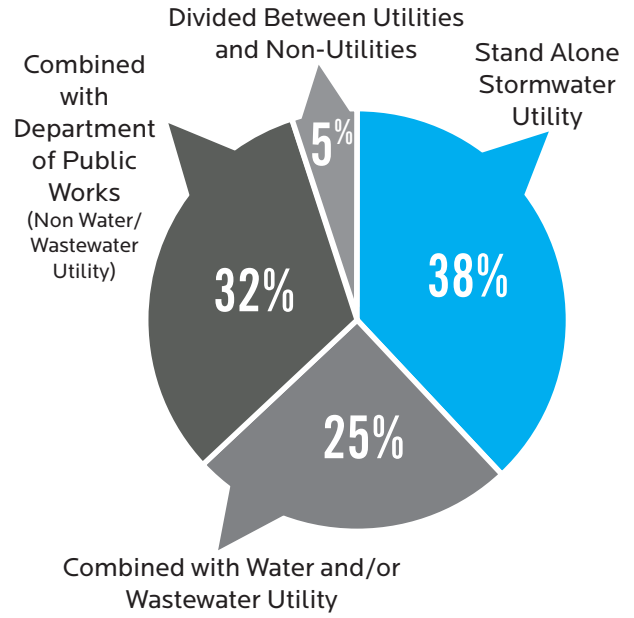


FIGURE 8

PLEASE INDICATE HOW YOUR CURRENT STORMWATER OPERATIONS ARE GOVERNED.

(Select One)



IT SHOULD COME AS NO SURPRISE THAT IN THE WATER AND WASTEWATER UTILITY SECTOR, THE TOP CHALLENGES FOR UTILITY LEADERS CONTINUE TO BE ISSUES RELATING TO:

**ASSET MANAGEMENT
STABLE FUNDING FOR CAPITAL AND OPERATIONAL PROGRAMS
ADEQUACY OF RATES TO RECOVER COST OF SERVICE
GAINING PUBLIC SUPPORT FOR FUNDING**

Stormwater Priorities

While the stormwater sector faces these same challenges, it also faces the significant pressure of expanding water quality regulations. This survey validates this challenge. Utility leaders continue to indicate the following three issues as their top three challenges: (i) availability of adequate funding, (ii) enhancing public awareness and support for stormwater management, and (iii) management of the expanding regulatory requirements.

Water Quality Poses a Greater Challenge

In the 2016 *Strategic Directions: Water Industry Report* that we recently published, water utility leaders cited aging infrastructure as their most important challenge; in stark contrast, in this year's stormwater survey, utility leaders have ranked nutrient/TMDL regulatory requirements as a higher priority issue than even infrastructure management. The water

quality regulatory requirement poses a more acute challenge for those municipalities with combined sewer systems, as evidenced by the fact that of the 11 municipalities that indicated having a combined sewer system, 82% currently are under a consent decree.

Infrastructure Investment Drivers

Consistent with water quality and regulatory requirements being high priority issues, utility leaders also indicate that their infrastructure investments are driven primarily by Regulatory Compliance, followed by Flood Control.

Planning for Resilience

To enhance economic, environmental and social resilience, regardless of their size, municipalities, have to increasingly focus on becoming a smart city with "smart utilities." Smart utilities will require integrated frameworks that involve comprehensive assessment of needs and initiatives, multi-benefit outcomes, consistent technical standards and policies, coordinated governance and execution, public-private partnerships, innovative funding, and enhanced stakeholder engagement.

However, this survey finds that even when utilities have both wastewater and stormwater responsibilities and permit requirements, nearly two-thirds of them continue to adopt a more traditional planning approach of developing individual master plans rather than integrated management plans.

FIGURE 9

WHAT REGULATORY PERMIT REQUIREMENTS DO YOU CURRENTLY HAVE TO COMPLY WITH?

(Select All That Apply)

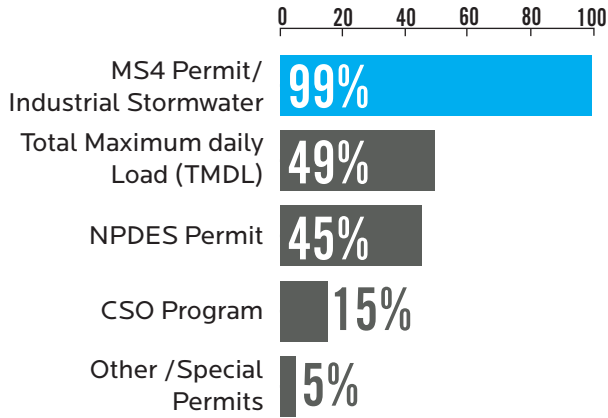
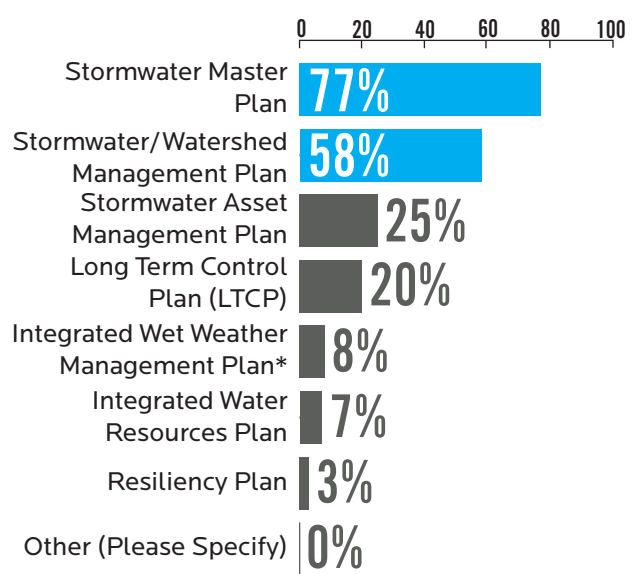


FIGURE 10

WHAT TYPES OF PLANS HAS YOUR UTILITY DEVELOPED?

(Select All That Apply)



*To Support Wastewater and Stormwater Requirements

FIGURE 11

PLEASE RANK THE IMPORTANCE OF EACH OF THE ISSUES LISTED BELOW TO THE STORMWATER INDUSTRY. (1 = Least Important; 5 = Most Important)

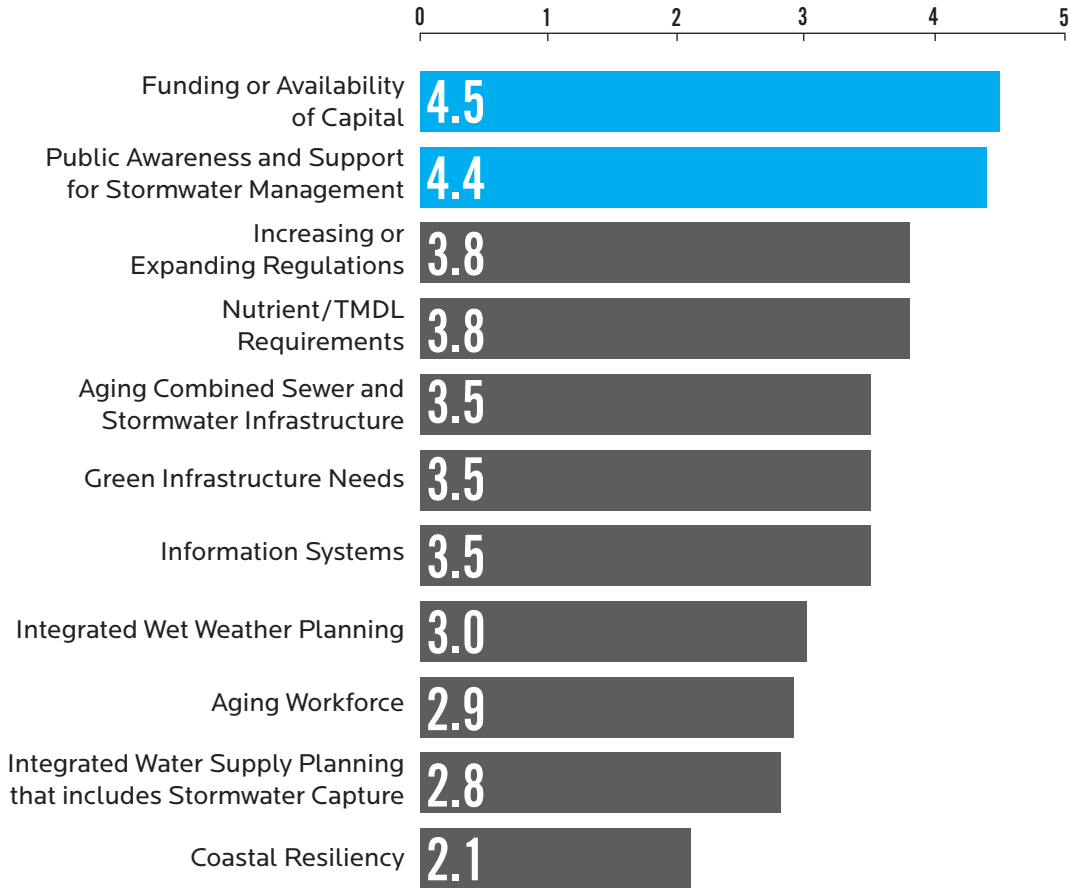


FIGURE 12

PLEASE RANK ON A SCALE OF 1 TO 5, HOW THE FOLLOWING ISSUES DRIVE INFRASTRUCTURE INVESTMENT PLANNING AND DECISIONS WITHIN YOUR STORMWATER UTILITY.

(1 = Very Weak; 5 = Very Strong)



Finance & Accounting

A user fee funded stormwater program has a greater potential to build fiscal and operational resilience through revenue stability, dedicated funding stream, and a stronger nexus between stormwater management costs and user fees. However, for user fee funding to be effective and equitable, timely level of service assessments, financial planning and rate adjustments are necessary.

Funding Adequacy

Consistent with the last survey, only 32% of the participants indicate funding is adequate for meeting most needs. However, the survey also indicates that user fee funding framework is providing some level of funding as the percentage of participants that still do not have funds to meet even their most urgent needs, has decreased from 17% (in the 2014 survey) to 8%.

Capital Program Financing

For capital financing, utilities continue to rely heavily on cash financing than debt financing. Based on our last three stormwater surveys, we find that reliance on debt financing seems to be declining. The decrease in debt financing could be due to multiple reasons including municipalities being over leveraged, lack of long range capital planning and capital financing policies, and stormwater utilities operating with a lower level of fiscal planning maturity relative to water/sewer utilities.



FIGURE 13

PLEASE PROVIDE THE APPROXIMATE PERCENTAGE OF REVENUE THAT YOUR UTILITY RECEIVED FROM EACH SOURCE LISTED.

	OVER 75%	50%-75%	25%-50%	LESS THAN 25%
Stormwater User Fees	88%	9%	3%	0%
Impact Fees	0%	0%	0%	100%
Miscellaneous Stormwater Fees	0%	0%	0%	100%
Taxes	14%	14%	29%	43%
Grants	0%	0%	18%	82%
Other	0%	7%	7%	86%

FIGURE 14

PLEASE INDICATE THE PERCENTAGE OF YOUR STORMWATER BUDGET THAT IS ATTRIBUTABLE TO COMBINED SEWER OVERFLOW (CSO) MITIGATION ISSUES. (Select One)

	0%	1% - 10%	11% - 20%	21% - 30%	31% - 50%	OVER 50%
Percentage of budget that is attributable to Combined Sewer Overflow (CSO) mitigation issues	27%	27%	9%	9%	9%	19%

FIGURE 15

WHAT IS THE ESTIMATED 2016 ANNUAL STORMWATER CAPITAL IMPROVEMENT PROGRAM BUDGET?

Minimum	\$60,000
Maximum	\$59,700,000
Average	\$4,461,801

FIGURE 16

PLEASE PROVIDE AN APPROXIMATE PERCENTAGE OF FUNDING FROM EACH SOURCE.

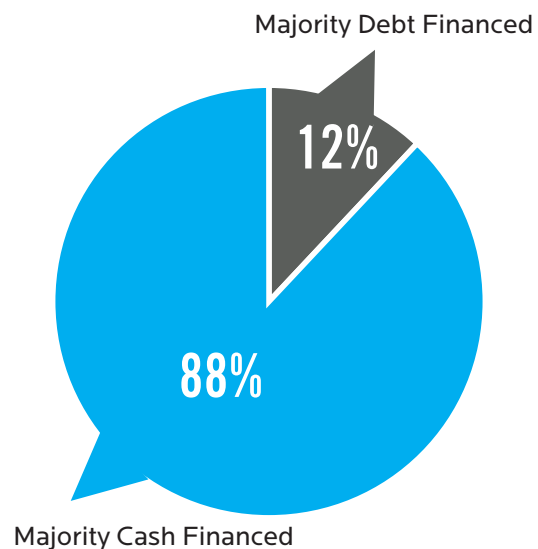


FIGURE 17

PLEASE PROVIDE AN APPROXIMATE PERCENTAGE OF FUNDING FROM ONE OR MORE OF THE FOLLOWING SOURCES THAT ARE USED TO FINANCE YOUR UTILITY'S STORMWATER CAPITAL IMPROVEMENT PROGRAM (CIP).

DEBIT FINANCED	12%	CASH FINANCED	88%
General Obligation (tax) Bonds	8%	Stormwater User Fees	89%
Stormwater Revenue Bonds	12%	Ad Valorem Taxes	5%
Sales Tax Bonds	0%	Permitting and Other Taxes	5%
Combined Stormwater/Other Bonds	4%	Sales Taxes	3%
Benefit District Bonds	0%	Special Tax Districts	4%
Other Debt	5%	New Development Impact Fees	8%
		Grants	24%
		Other Cash	5%

FIGURE 18

CASH VERSUS DEBT FINANCING 2012-2016

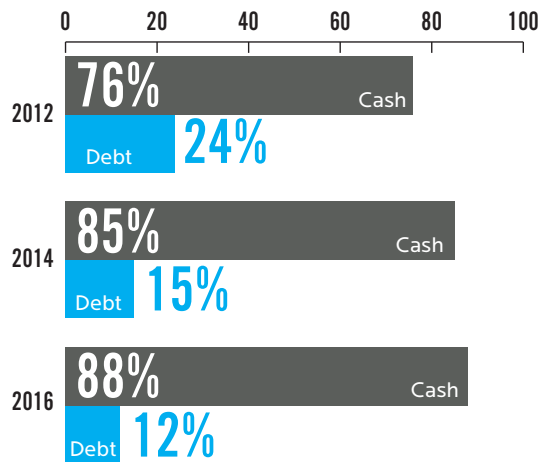


FIGURE 19

PLEASE INDICATE THE LEVEL OF ADEQUACY OF AVAILABLE STORMWATER FUNDING. (Select One)

	2016	2014	2012	2010
Adequate to Meet All Needs	12%	6%	18%	7%
Adequate to Meet Most Needs	32%	32%	31%	36%
Adequate to Meet Most Urgent Needs	48%	45%	40%	47%
Not Adequate to Meet Urgent Needs	8%	17%	11%	10%

FIGURE 20

DOES YOUR STATE HAVE ENABLING LEGISLATION THAT AUTHORIZES MUNICIPALITIES TO CHARGE A STORMWATER USER FEE?

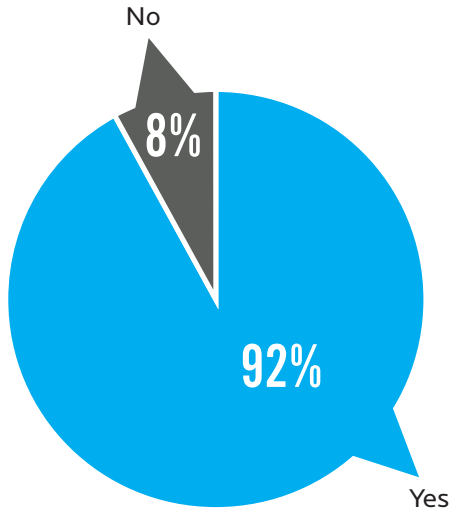


FIGURE 21

DOES YOUR STATE HAVE ENABLING LEGISLATION THAT AUTHORIZES INDEPENDENT PUBLIC UTILITIES SUCH AS AUTHORITIES, BOARDS, AND COMMISSIONS, TO CHARGE A STORMWATER USER FEE?

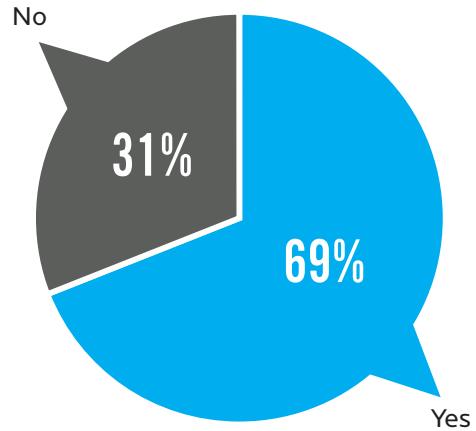
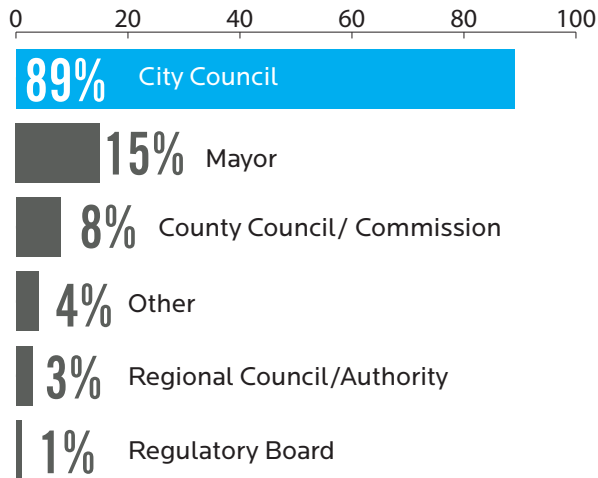


FIGURE 22

WHAT IS THE GOVERNING AUTHORITY THAT APPROVES YOUR RATES?



User Fee Basis

A user fee needs to reflect a reasonable nexus between the costs incurred in providing services and the magnitude of charges that are defined for the rate payer. As it is not practical to measure stormwater runoff, an estimate of a property's level of imperviousness (that restricts infiltration) continues to provide a defensible basis for determining the runoff contribution. This survey validates this approach as 89 of the participants indicate that they use actual and/or effective impervious area as the basis of charges.

Parcel Data Management

Parcel attributes such as impervious area can be fairly dynamic as changes can occur due to development and redevelopment, consolidation and subdivision of parcels, and other such factors. Yet, 59% of the participants indicate that they do not update their parcel data on any defined frequency. To affirm billing accuracy and effective generation of revenues, it would be prudent for utilities to establish the best practice of at least an annual review and update of parcel impervious area data.

Fiscal Planning

This survey continues to indicate that lack of timely rate adjustments could be one of the contributing factors to a funding gap. While costs and utility needs for service levels and regulatory requirements continue to increase, 26% of the participants indicate that they have not adjusted the stormwater rates in over 10 years. Establishing a best practice of consistent and timely rate adjustments along with the implementation of customer assistance programs to help with affordability will provide an effective path to financial resiliency.

FIGURE 23

PLEASE INDICATE THE YEAR WHEN YOUR UTILITY'S CURRENT STORMWATER USER RATE SCHEDULE BECAME EFFECTIVE.

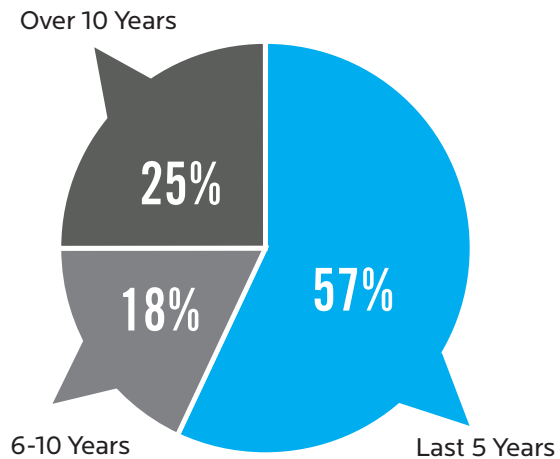


FIGURE 24

WHAT WAS THE MAGNITUDE OF THE LAST CHANGE IN FEES? (Select One)

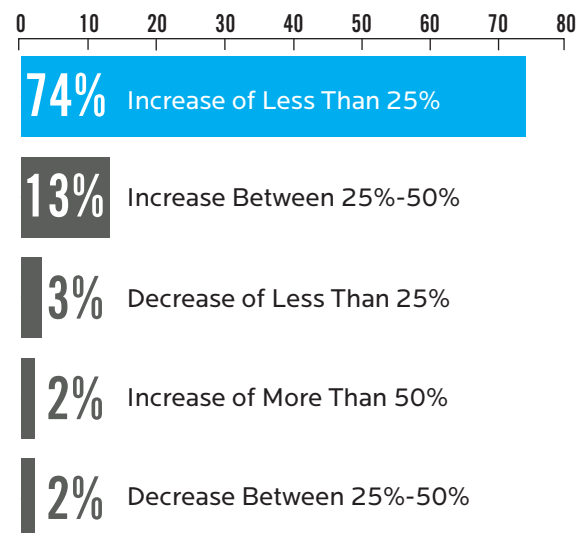


FIGURE 25

DOES YOUR UTILITY TYPICALLY ADOPT NEW STORMWATER FEES ANNUALLY OR FOR MULTIPLE YEARS? IF FOR MULTIPLE YEARS, HOW LONG IS YOUR TYPICAL RATE PERIOD?

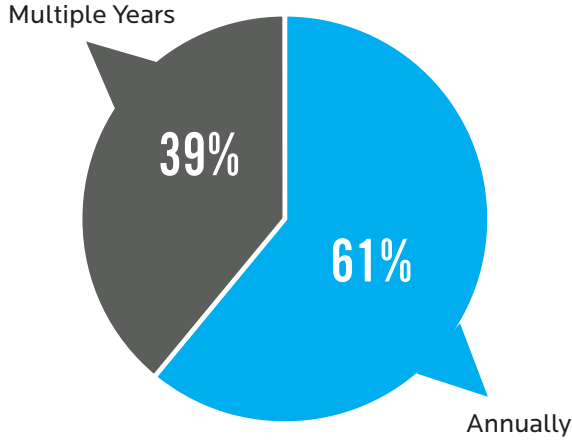


FIGURE 26

IS YOUR STORMWATER USER FEE BASED ON SOME FORM OF PARCEL AREA SUCH AS GROSS AND/OR IMPERVIOUS AREA?

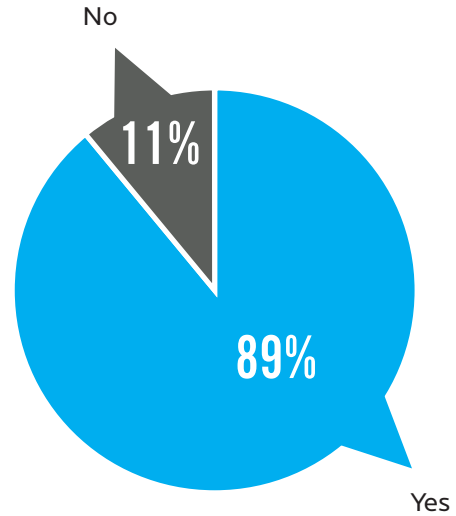


FIGURE 27

WHAT IS THE BASIS FOR CALCULATING YOUR PARCEL AREA BASED STORMWATER USER FEES? IF A COMBINATION OF METHODS IS USED, PLEASE CHECK ALL APPLICABLE METHODS.
(Select All That Apply)

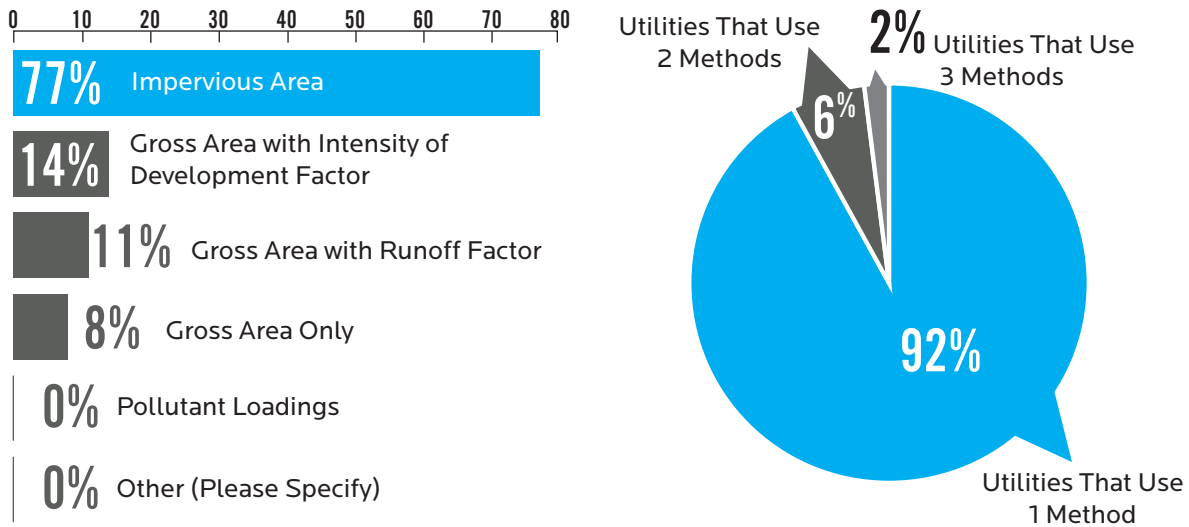


FIGURE 28

WHAT IS YOUR UTILITY'S AVERAGE SINGLE FAMILY RESIDENTIAL PARCEL SQUARE FOOTAGE?

(Include attached residential up to four dwelling units)

AVERAGE GROSS AREA	SQUARE FEET	AVERAGE IMPERVIOUS AREA	SQUARE FEET
Minimum	2,266	Minimum	35
Maximum	20,000	Maximum	5,000
Median	8,000	Median	2,550

FIGURE 29

WHAT TYPE OF RATE STRUCTURE DOES YOUR UTILITY HAVE FOR THE SINGLE FAMILY RESIDENTIAL PARCELS? PLEASE ALSO PROVIDE THE AVERAGE MONTHLY RATE FOR EACH RATE STRUCTURE YOU SELECT.

(Complete All That Apply)

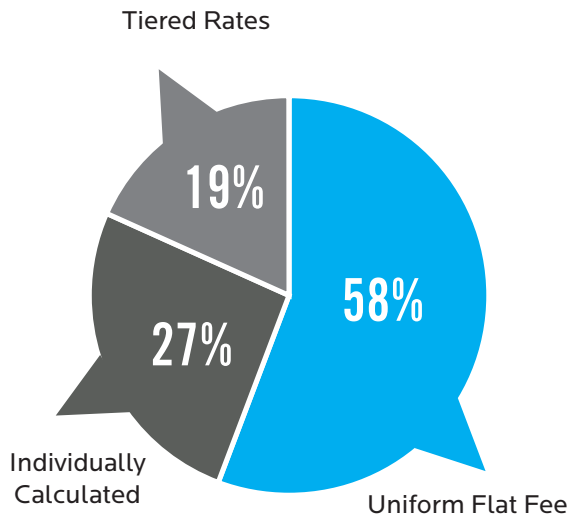


FIGURE 30

AVERAGE MONTHLY SINGLE-FAMILY RATE

CITY/COUNTY	STATE	2016 AVERAGE MONTHLY RESIDENTIAL CHARGE
Seattle	WA	32.50
Bellevue	WA	22.00
Everett	WA	17.44
Lubbock	TX	16.23
Fort Collins	CO	14.26
Philadelphia*	PA	14.12
Palo Alto	CA	12.63
Bremerton	WA	11.54
Loveland	CO	10.93
Gresham	OR	10.00
Orlando	FL	9.99
Charlotte	NC	9.95
Pierce County	WA	9.67
Gainesville	FL	9.00
Satellite Beach	FL	8.67
Cocoa Beach	FL	8.00
Thurston County	WA	7.58
Meadville	PA	7.50
Oakland Park	FL	7.50
Southeast Metro SW Authority	CO	7.38
Wilmington	DE	7.00
Brighton	CO	6.91
Duluth	MN	6.75
Tulsa	OK	6.45
Bloomington	MN	6.37
Woodbury	MN	6.10
Roseburg	OR	6.05
Killeen	TX	6.00
Lakeland	FL	6.00
Charleston	SC	6.00
Olathe	KS	5.66
Fort Worth	TX	5.40
Northern Kentucky Sanitation District No. 1	KY	5.04
Cedar Rapids	IA	5.02
Mount Pleasant	SC	5.00
Wilton Manors	FL	4.82
Griffin	GA	4.79

CITY/COUNTY	STATE	2016 AVERAGE MONTHLY RESIDENTIAL CHARGE
Jupiter	FL	4.55
Haines City	FL	4.52
Mesquite	TX	4.50
Arvada	CO	4.50
Great Falls	MT	4.27
Topeka	KS	4.25
Doral	FL	4.00
Miami Gardens	FL	4.00
Lawrence	KS	4.00
Indian Creek Village	FL	4.00
Irving	TX	4.00
Lynchburg	VA	4.00
Raleigh	NC	4.00
Ellicott City	MD	4.00
Stuart	FL	3.95
Fayetteville	NC	3.75
Richmond	VA	3.75
Billings	MT	3.62
Charlottesville	VA	3.60
Wichita Falls	TX	3.55
Cincinnati	OH	3.54
Frisco	TX	3.45
Murfreesboro	TN	3.25
Kansas City	MO	3.00
McKinney	TX	3.00
Melbourne Beach	FL	3.00
Contra Costa County	CA	2.92
Modesto	CA	2.73
Littleton	CO	2.58
West Miami	FL	2.50
Wichita	KS	2.00
Moline	IL	1.94
Santa Clarita	CA	1.92
Spokane Valley	WA	1.75
Shelby County	TN	1.50
Columbia	MO	1.44
San Diego	CA	0.95
Omaha	NE	0.71

*Philadelphia did not participate in this year's stormwater survey but has provided its residential stormwater charge for inclusion in this report.

FIGURE 31

IF YOU HAVE A TIERED RESIDENTIAL RATE STRUCTURE, PLEASE INDICATE THE TOTAL NUMBER OF TIERS.

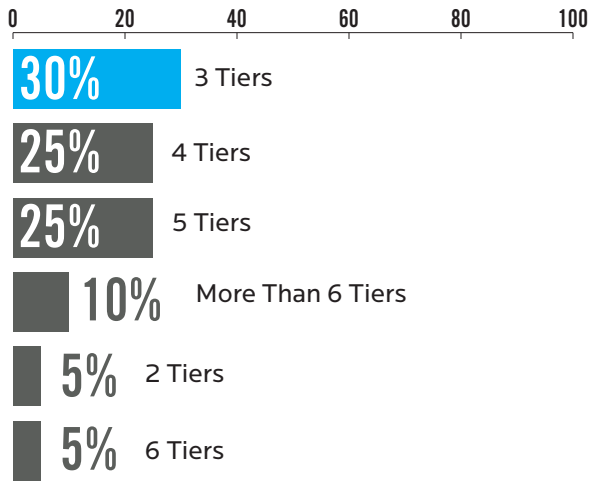


FIGURE 32

IF YOU HAVE A TIERED RESIDENTIAL RATE STRUCTURE, WHAT IS THE BASIS OF THE TIERS? (Select One)

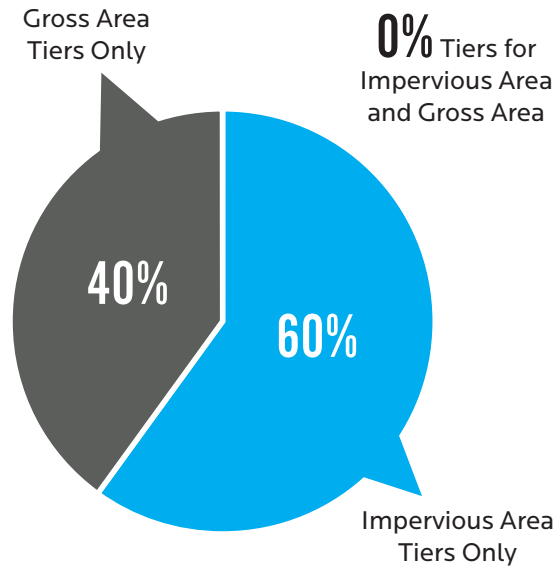


FIGURE 33

DOES YOUR STORMWATER RATE STRUCTURE INCLUDE A SEPARATE BILLING/COLLECTION OR SERVICE CHARGE?

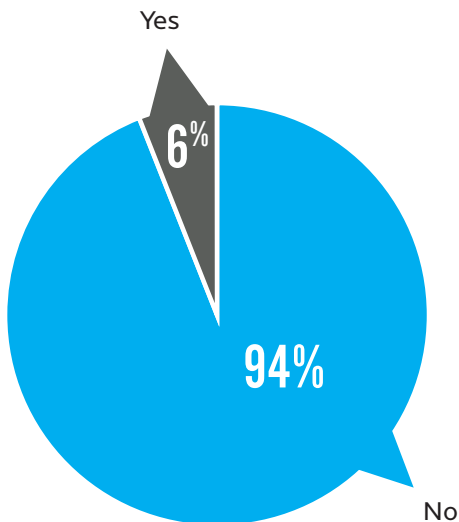


FIGURE 34

IN YOUR STORMWATER RATE STRUCTURE, DO YOU HAVE RATES THAT DIFFER BY SERVICE AREAS/ZONE OR WATERSHEDS?

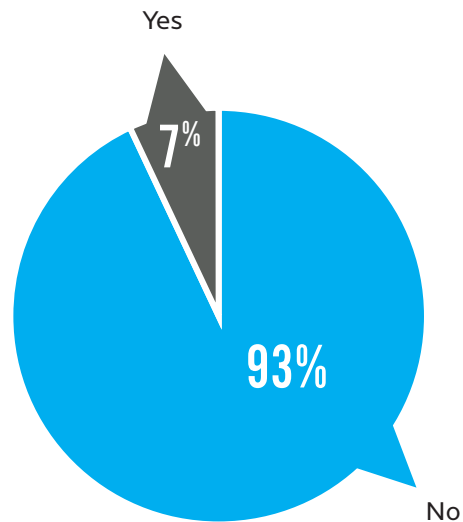


FIGURE 35

ARE ONE-TIME IMPACT/CAPITAL RECOVERY FEES APPLIED TO NEW STORMWATER UTILITY CUSTOMERS OR NEW DEVELOPMENT?

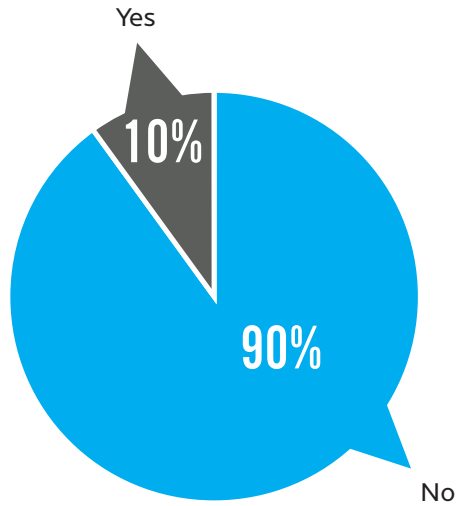


FIGURE 36

HOW FREQUENTLY DOES YOUR UTILITY UPDATE CUSTOMER PARCEL INFORMATION, SUCH AS CUSTOMER CLASSES AND GROSS AND IMPERVIOUS AREAS SPECIFIC TO STORMWATER BILLING? *(Select One)*

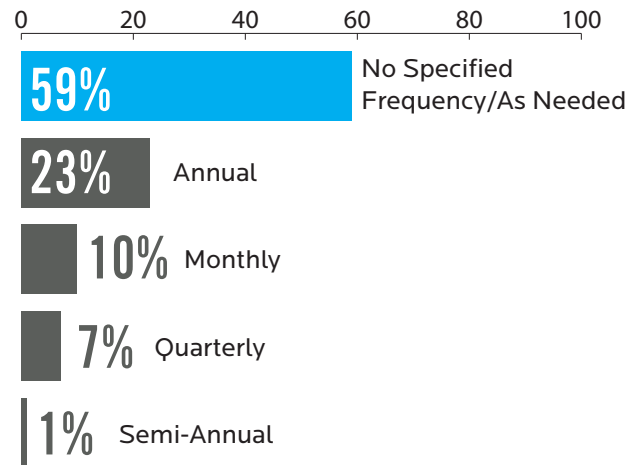


FIGURE 37

HOW ARE THE STORMWATER USER FEES BILLED? *(Select One)*

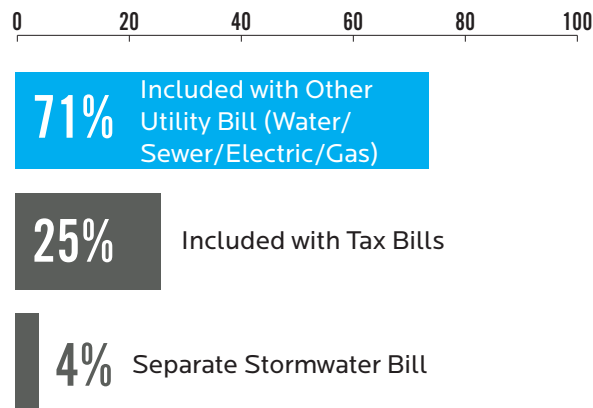


FIGURE 38

DOES YOUR UTILITY OFFER ANY OF THE FOLLOWING STORMWATER DISCOUNTS? STORMWATER DISCOUNTS ARE NOT THE SAME AS STORMWATER CREDITS, INCENTIVES, OR EXEMPTIONS. *(Select All That Apply)*

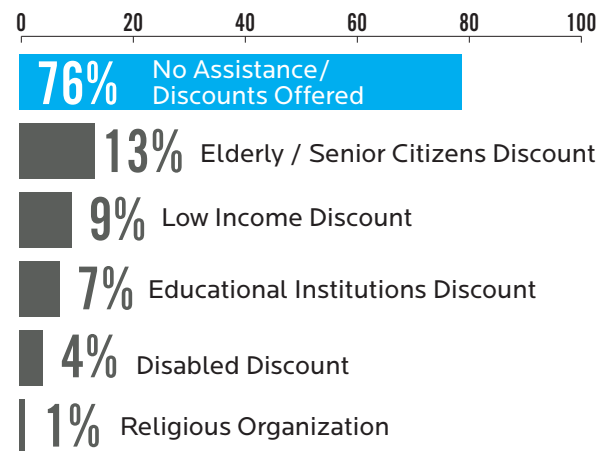


FIGURE 39

HOW DO YOU FUND CUSTOMER ASSISTANCE PROGRAMS (DISCOUNTS OR OTHER ASSISTANCE)?

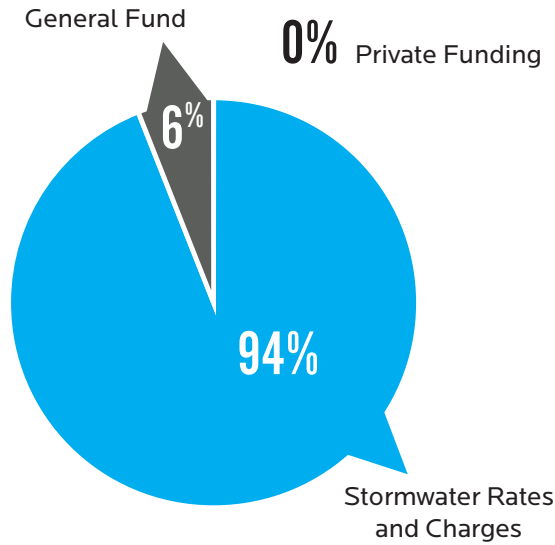


FIGURE 41

WHO IS RESPONSIBLE FOR PAYMENT OF THE STORMWATER USER FEES? (Select One)

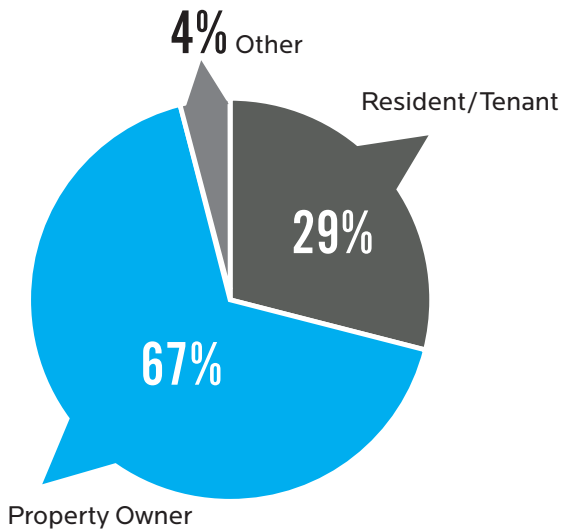


FIGURE 40

WHAT OF THE FOLLOWING CLASSES OF PROPERTIES ARE CURRENTLY EXEMPT FROM STORMWATER USER FEES? (Select All That Apply)

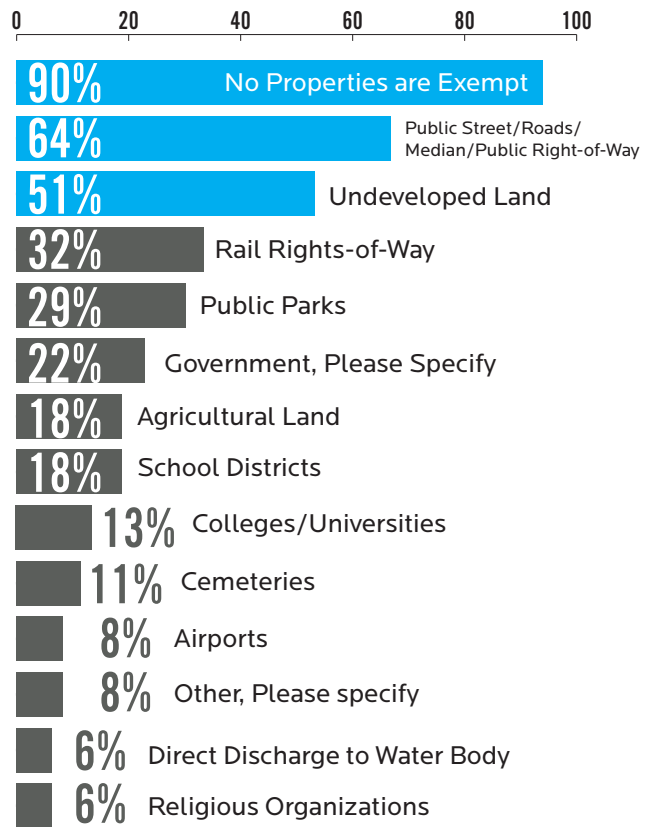


FIGURE 42

HOW IS PAYMENT ENFORCED? (Select All That Apply)

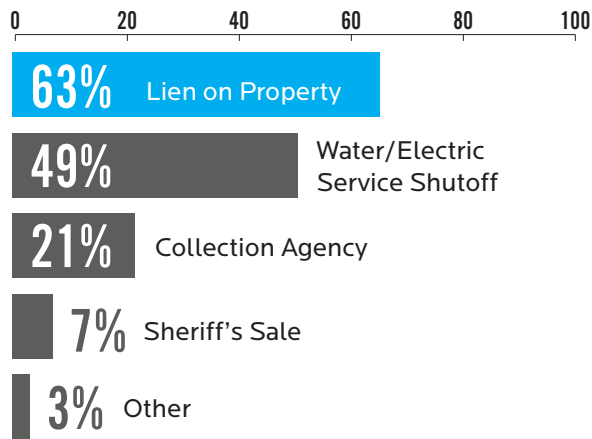


FIGURE 44

PLEASE INDICATE THE CUSTOMER/CLASS THAT CHALLENGED YOUR STORMWATER USER FEE. (Select All That Apply)



FIGURE 43

HAS YOUR UTILITY'S STORMWATER USER FEES EVER FACED A LEGAL CHALLENGE? (Select All That Apply)

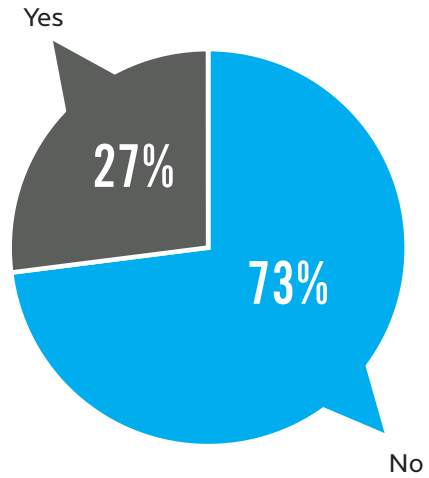
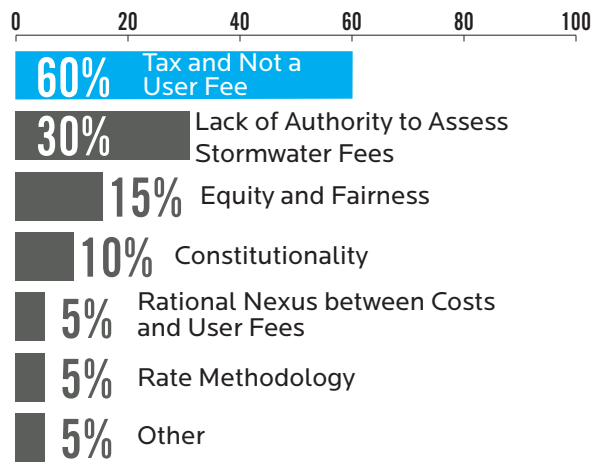


FIGURE 45

WHAT WAS THE BASIS OF THE CHALLENGE? (Select All That Apply)



9 Stormwater Credits & Incentives

Stormwater incentives are one-time monetary or other non-monetary assistance that municipalities offer to property owners and/or other entities such as developers primarily to foster private onsite stormwater management. Incentives can provide an effective mechanism to leverage public-private partnerships in stormwater management and thereby enhance green solutions beyond the traditional public Right-of-Way.

Stormwater credits are ongoing reductions in stormwater charges that properties can achieve for reducing demand on the stormwater system and/or reducing the utility's cost of service through onsite stormwater Best Management Practices (BMPs). Stormwater credits also offer the added benefit of enhancing the validity of "user fees" by providing customers the opportunity for voluntary control of their fees.

Adoption of Stormwater Credits and Incentives

The trend with respect to offering stormwater credits on user fees is increasing, but at a slower pace. Incentives are less common than stormwater credits as only 25% of the survey participants indicated offering some type of incentives to encourage private stormwater management. The challenge of recovering the potential revenue loss due to credits and the funding adequacy issue that utilities face are factors that likely contribute to the lower adoption of stormwater credits and incentives programs, among municipalities that have a stormwater user fee.

FIGURE 46

DOES YOUR UTILITY HAVE A STORMWATER CREDIT PROGRAM?

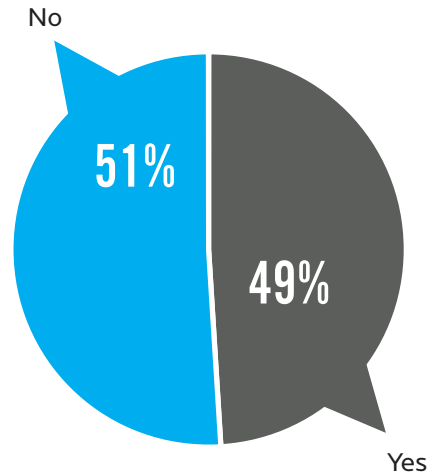


FIGURE 47

PLEASE INDICATE THE CLASSES OF PARCELS THAT ARE OFFERED STORMWATER CREDITS?

(Select One)

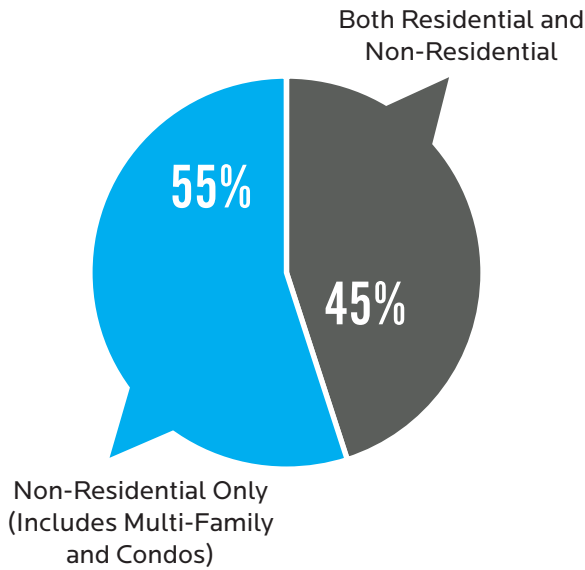


FIGURE 48

DO YOU OFFER CREDITS FOR ANY OF THE FOLLOWING STORMWATER MANAGEMENT ACTIONS?

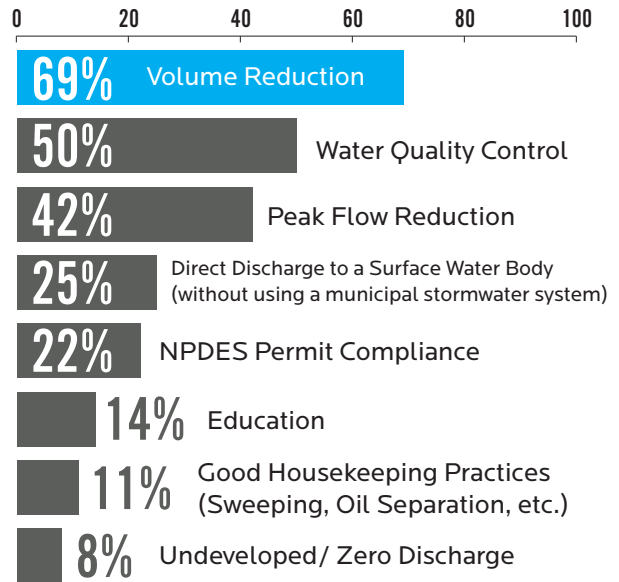


FIGURE 49

PLEASE INDICATE THE MAXIMUM ALLOWABLE CREDIT FOR EACH ACTION SELECTED.

(Select All That Apply)

MAXIMUM ALLOWANCE CREDIT	OVER 75%	50% - 75%	25% - 50%	LESS THAN 25%
Volume Reduction	24%	28%	32%	16%
Peak Flow Reduction	33%	7%	33%	27%
Water Quality Control	6%	28%	33%	33%
NPDES Permit Compliance	0%	0%	38%	62%
Education	0%	40%	20%	40%
Direct Discharge to a Surface Water Body (without using a municipal stormwater system)	67%	0%	11%	22%
Good Housekeeping Practices (Sweeping, Oil Separation, etc.)	0%	0%	50%	50%
Undeveloped/Zero Discharge	0%	0%	67%	33%

FIGURE 50

IS THERE A CAP FOR THE TOTAL AMOUNT OF CREDITS THAT ARE OFFERED?

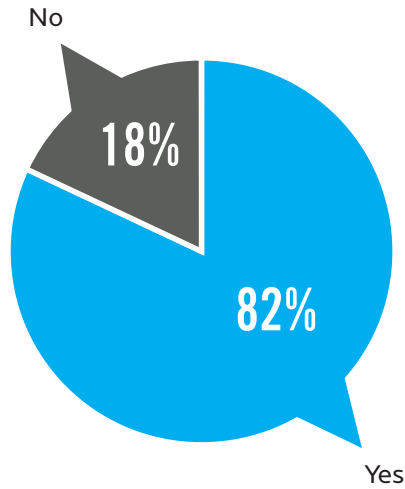


FIGURE 51

IF YES, WHAT IS THE MAXIMUM STORMWATER FEE REDUCTION?

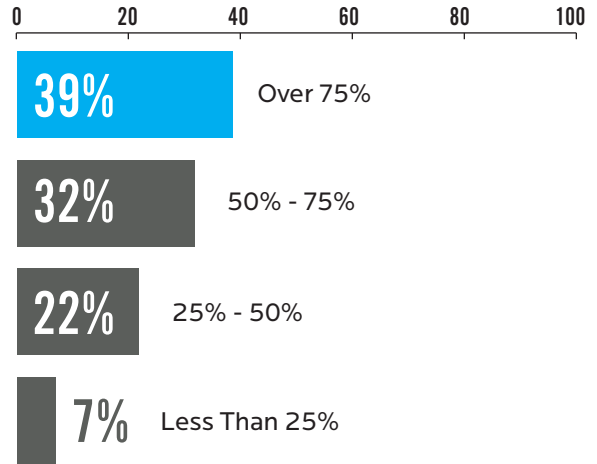


FIGURE 52

DO YOU OFFER CREDITS FOR ANY OF THE FOLLOWING TO ENCOURAGE "GREEN" OR LOW IMPACT DEVELOPMENT (LID) STORMWATER MANAGEMENT PRACTICES? (Select All That Apply)

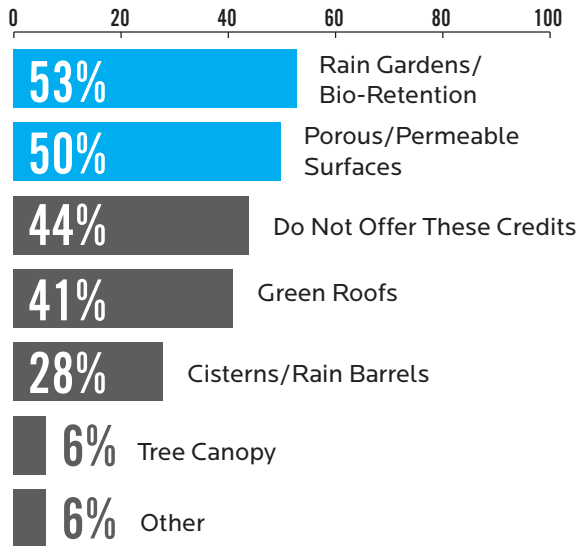


FIGURE 53

DO YOU OFFER CREDITS FOR RUNOFF MANAGEMENT FROM PERVIOUS AREA?

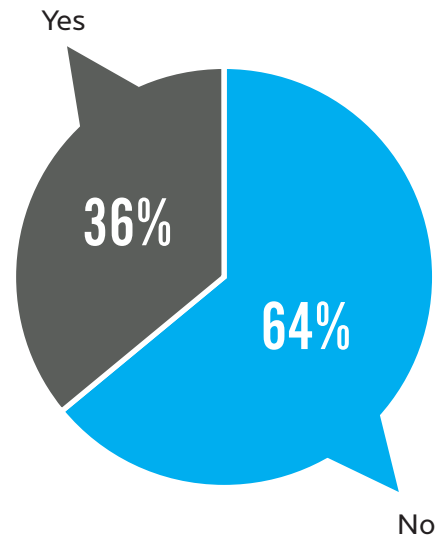


FIGURE 54

DO YOU CURRENTLY OFFER ANY TYPE OF STORMWATER CREDITS 'TRADING / BANKING' PROGRAM? *(Select One)*

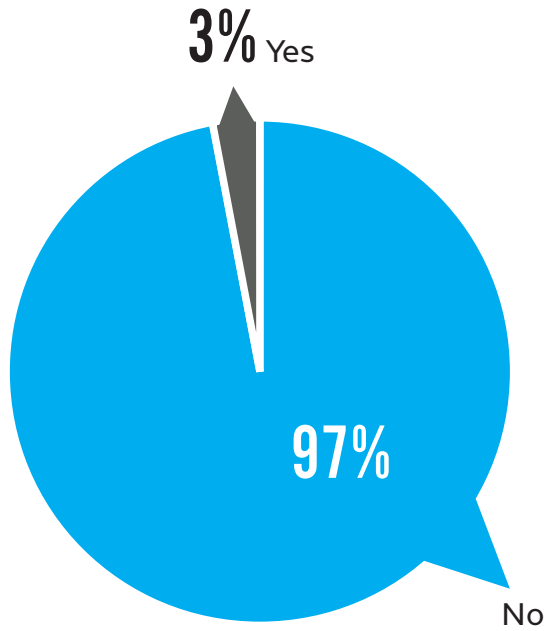
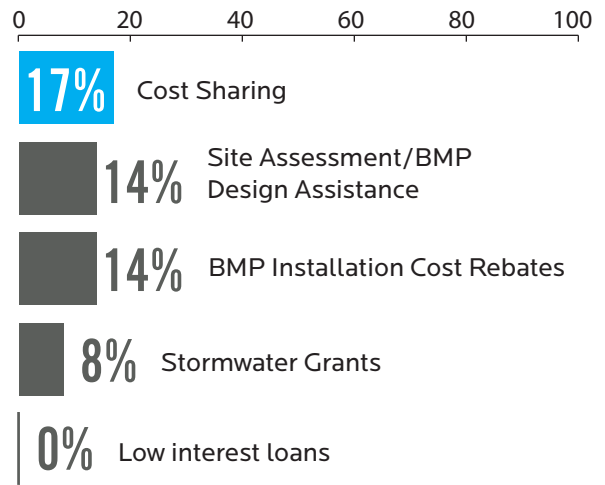


FIGURE 55

DO YOU OFFER ANY OF THE FOLLOWING INCENTIVE PROGRAMS? *(Select All That Apply)*



10

Public Information/ Education

The water/sewer sector has finally realized that national dialogue and focused campaigns are necessary to educate the public and the decision/policy makers on the value of water. This realization has helped launch initiatives such as the “Value of Water Coalition.” Similarly, in the stormwater sector, public education and outreach cannot be an afterthought but rather an integral best practice in stormwater management.

While public education and outreach is one of the MS4 permit requirements that utilities have to comply with, it is intriguing that only 51% of the survey participants deem organized public education as “essential.” Even municipalities that have successfully established user fees, need to engage in continuous public education to build financial and operational resilience in stormwater management.

In terms of the effectiveness of public education forums, consistent with the previous survey, direct interface with customers through community events/presentations continues to rank the highest. However, this year, utility managers have also rated utility websites and workshops for elected officials/boards as highly important in ensuring effective public education.

FIGURE 56

HOW IMPORTANT IS AN ORGANIZED ONGOING PUBLIC INFORMATION/EDUCATION EFFORT TO THE CONTINUING SUCCESS OF A USER FEE FUNDED STORMWATER UTILITY? *(Select One)*

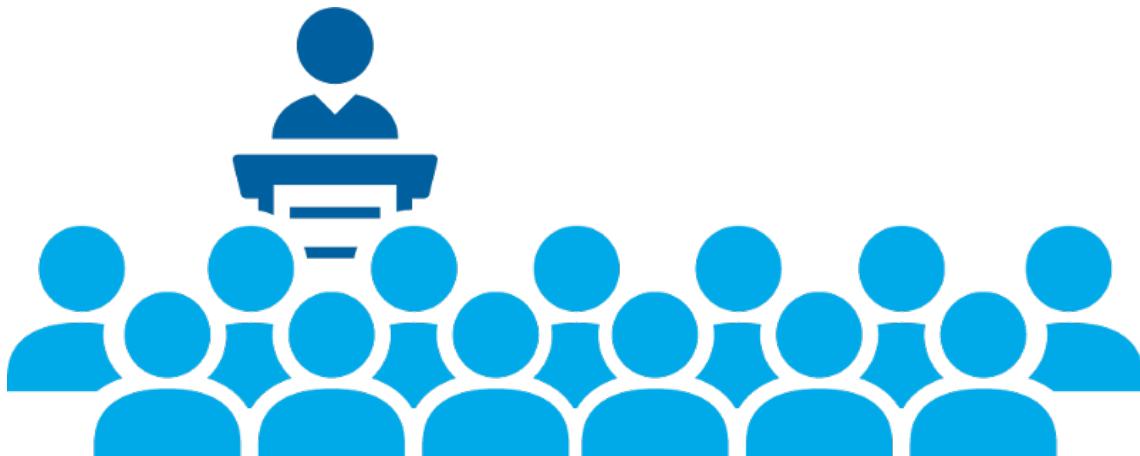
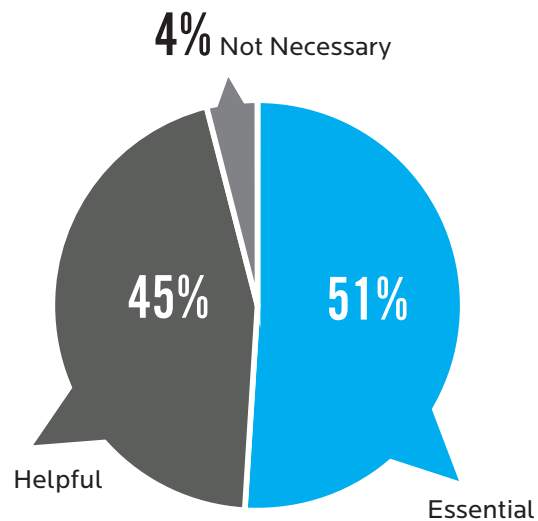
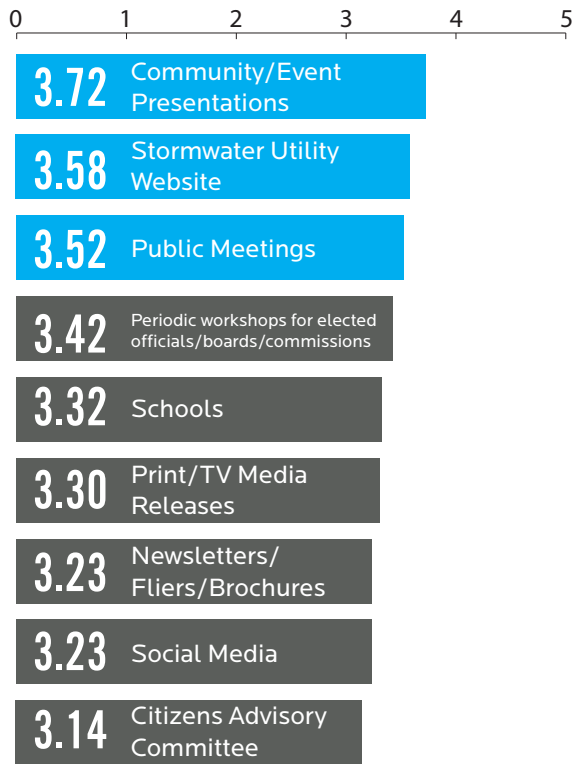


FIGURE 57

PLEASE RANK THE EFFECTIVENESS OF THE SPECIFIC ACTIVITIES YOU HAVE UNDERTAKEN TO SECURE STAKEHOLDER APPROVAL AND SUPPORT FOR STORMWATER USER FEES. PLEASE RATE ONLY THE ACTIVITIES YOU HAVE UNDERTAKEN. (1 = Least Effective; 5 = Most Effective)



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Packet Information

File #: 2017-0916, **Version:** 1

Staff Report



LEE'S SUMMIT

MISSOURI

January 24, 2017

To: Bob Hartnett, Deputy Director, Public Works

From: Chris Bussen, Solid Waste Superintendent

Copy: Dena Mezger, Director of Public Works

Re: Landfill Tonnage Report

On March 1, 2016, Heartland Environmental Services, LLC, dba Summit Waste Systems, LLC, was contracted to operate the Lee's Summit Resource Recovery Park and Landfill. The information below is provided by Summit Waste Systems and represents the first 10 months of operation.

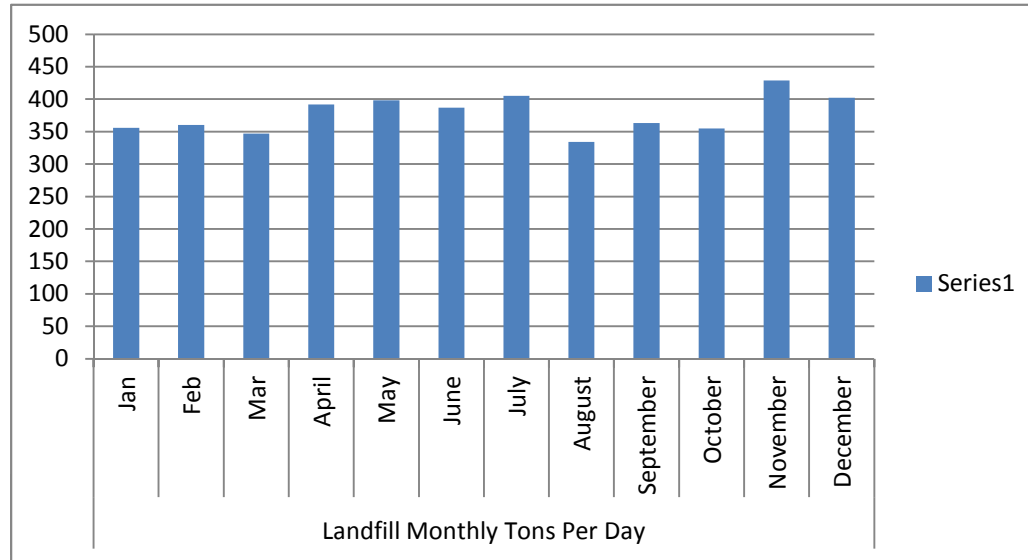
Month	Average Tons Per Day (TPD)
March	347 TPD
April	392 TPD
May	398 TPD
June	387 TPD
July	405 TPD
August	334 TPD
September	363 TPD
October	355 TPD
November	429 TPD
December	402 TPD

Summit Waste System's average for the first 10 months of operation is 381 tons per day. By comparison, the average TPD for the previous 12 months is 409.

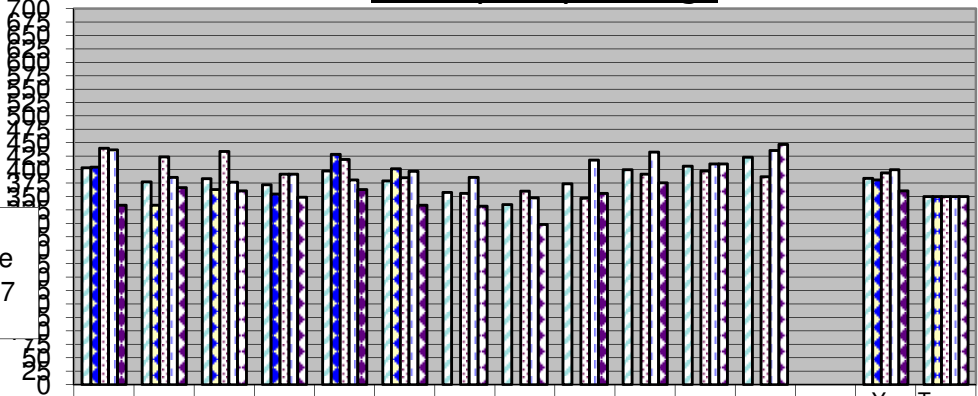


Landfill Monthly Tons Per Day

Jan	Feb	Mar	April	May	June	July	August	September	October	November	December
356	360	347	392	398	387	405	334	363	355	429	402



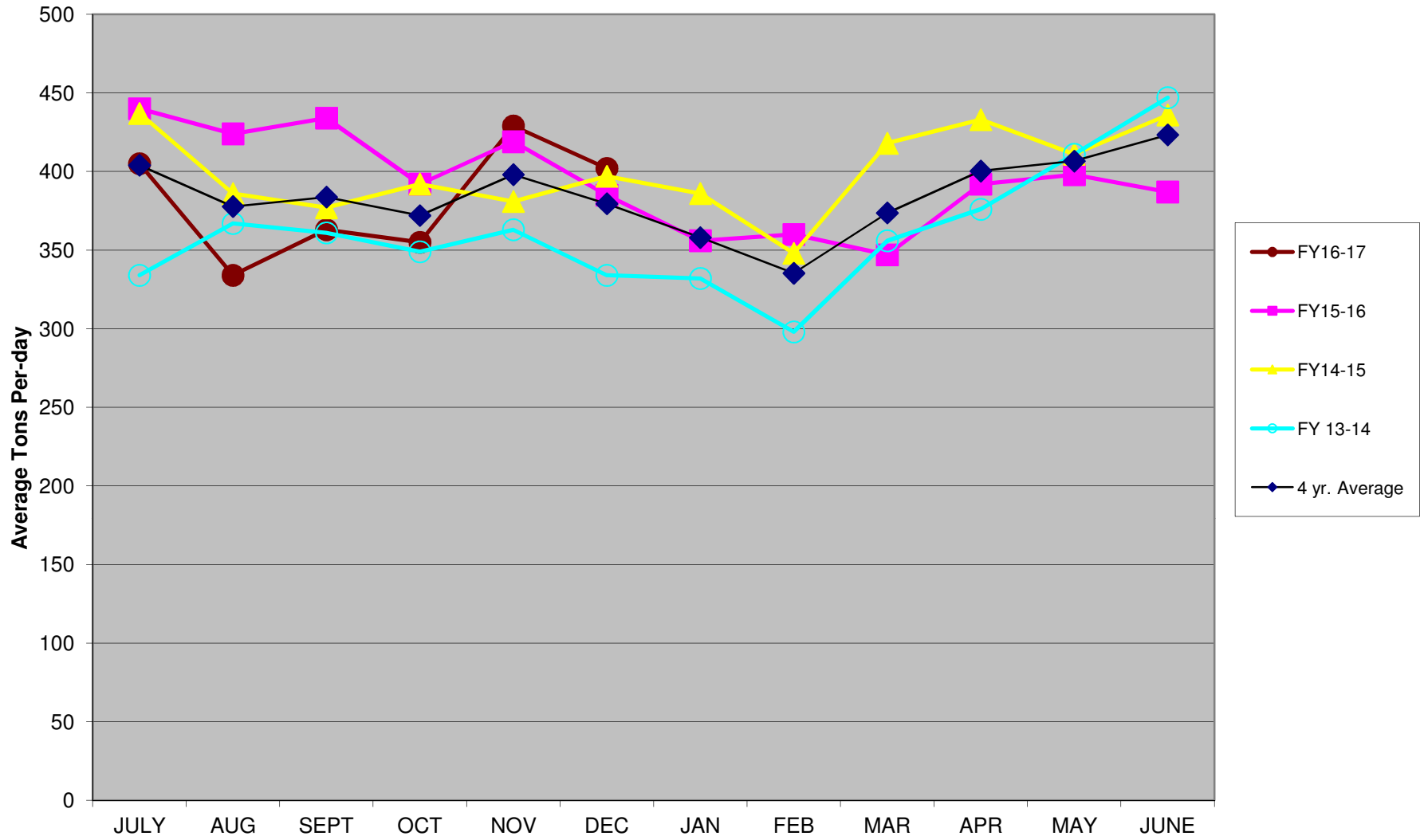
Monthly Daily Tonnage



4 yr. Average
 FY16-17

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Yr. Avg.	Target
4 yr. Average	404	378	384	372	398	380	358	335	374	400	407	423	384	350
FY16-17	405	334	363	355	429	402							381	350
FY15-16	440	424	434	392	419	385	356	360	347	392	398	387	395	350
FY14-15	437	386	377	392	381	397	386	348	418	433	411	436	400	350
FY 13-14	334	367	361	349	363	334	332	298	356	376	411	447	361	350

Monthly Daily Tonnage Average



Daily Average by Month

4 Year Average for Daily Tonnage by Month

	4 yr. Average	FY16-17	FY15-16	FY14-15	FY 13-14
JULY	404	405	440	437	334
AUG	378	334	424	386	367
SEPT	384	363	434	377	361
OCT	372	355	392	392	349
NOV	398	429	419	381	363
DEC	380	402	385	397	334
JAN	358		356	386	332
FEB	335		360	348	298
MAR	374		347	418	356
APR	400		392	433	376
MAY	407		398	411	411
JUNE	423		387	436	447
Yr. Avg.	384	381	395	400	361
Target	350	350	350	350	350