



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

Thursday, December 21, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 51

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

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

2. COUNCIL COMMENTS:

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

3. APPROVAL OF CONSENT AGENDA:

Items on the Consent Agenda are routine business matters; were previously discussed in a Council Committee and carry a recommendation for approval; or, proposed ordinances approved unanimously by the Council on First Reading. Consent agenda items may be removed by any Councilmember for discussion as part of the regular agenda.

- A. [2017-1729](#) Mayor's Appointments:
Board of Appeals: Re-appoint Karen Sallee, John Brown and Dana Miller, and appoint Sarah Knights as an alternate, terms to expire 12-1-20.
Human Relations Commission: Appoint Benjamin Tonga, term to expire 7-6-19.

- B. [2017-1744](#) Approval of Type H & S Liquor License for Summit Liquors, 543 SE Melody Lane.

4. PROPOSED ORDINANCES FORWARDED FROM COMMITTEE:

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

- A. [BILL NO.](#) [17-273](#) AN ORDINANCE AMENDING CHAPTER 34, STORMWATER DISCHARGE CONTROL REGULATIONS, TO BE IN COMPLIANCE WITH STATE REGULATIONS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. (PWC 12/19/17)
- B. [BILL NO.](#) [17-274](#) AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT NO. 697DCM-18-L-00034 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) PROVIDING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) OWNED NAVIGATION, COMMUNICATION, AND WEATHER AIDS FOR THE SUPPORT OF AIR TRAFFIC OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO ENTER INTO TO SAID AGREEMENT FOR THE SAME FOR A PERIOD OF 20 YEARS. (PWC 12/19/17)
- C. [BILL NO.](#) [17-275](#) AN ORDINANCE AWARDDING BID NO. 47632185 FOR NORTHWEST QUADRANT T-HANGARS DEVELOPMENT - PHASE I IN THE AMOUNT OF \$2,152,856.05 TO B. DEAN CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME. (PWC 12/19/17)
- D. [BILL NO.](#) [17-276](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 9 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$92,093.00 FOR THE CONSTRUCTION PHASE OF NORTHWEST QUADRANT T-HANGAR DEVELOPMENT - PHASE 1. (PWC 12/19/17)
- E. [BILL NO.](#) [17-277](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 8 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$165,310.00 FOR THE DESIGN AND BIDDING DOCUMENTS FOR THE NEW FUEL FACILITY DEVELOPMENT. (PWC 12/19/17)
- F. [BILL NO.](#) [17-278](#) AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 12/19/17)

5. PUBLIC HEARINGS:

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

- A. [2017-1643](#) Continued PUBLIC HEARING - Application #PL2017-203 - REZONING from AG to CP-2 and PRELIMINARY DEVELOPMENT PLAN - approximately 4.3 acres abutting the property at 1850 NE US 40 Hwy; IAC Life, applicant

- 1) [BILL NO. 17-279](#) AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG TO CP-2 AND APPROVING A PRELIMINARY DEVELOPMENT PLAN ON APPROXIMATELY 4.3 ACRES ABUTTING 1850 NE US 40 HIGHWAY, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

6. PROPOSED ORDINANCES - FIRST READING:

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

- A. [BILL NO. 17-280](#) AN ORDINANCE AMENDING THE ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE CITY OF LEE'S SUMMIT.

- B. [BILL NO. 17-281](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "THE MANOR AT STONEY CREEK, 2ND PLAT, LOTS 42-81 & TRACTS N-P", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

- C. [BILL NO. 17-282](#) AN ORDINANCE APPROVING AN INTERGOVERNMENTAL FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI FOR THE USE OF THE LONGVIEW RECREATION CENTER AQUATICS FACILITY FOR LIFEGUARD TRAINING AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

7. PROPOSED ORDINANCES - SECOND READING:

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

- A. [AMENDED BILL NO. 17-270](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 12-4-17)
(Note: First Read by Council on December 14, 2017.)

- B. [BILL NO. 17-271](#) AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY FOUNDATION TO BE KNOWN AS THE CITY OF LEE'S SUMMIT COMMUNITY FOUNDATION; AND APPROVING THE BYLAWS OF THE SAME. (F&BC 12-4-17)
(Note: First Read by Council on December 14, 2017.)

- C. [BILL NO.
17-272](#) AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN TOWNSEND SUMMIT, LLC AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE SUMMIT ORCHARD DEVELOPMENT.

(Note: First Read by Council on December 14, 2017.)

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

9. COUNCIL ROUNDTABLE:

10. STAFF ROUNDTABLE:

11. ADJOURNMENT

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

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".

Packet Information

File #: 2017-1729, **Version:** 1

Mayor's Appointments:

Board of Appeals: Re-appoint Karen Sallee, John Brown and Dana Miller, and appoint Sarah Knights as an alternate, terms to expire 12-1-20.

Human Relations Commission: Appoint Benjamin Tonga, term to expire 7-6-19.

Due to term expirations and resignation, Mayor Rhoads is seeking City Council approval of his appointments to the above boards and commissions.



Mayor Randall L. Rhoads

DATE: December 15, 2017
TO: City Council
FROM: Mayor Randall L. Rhoads
RE: Boards and Commissions Appointments

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

Mayor's Appointments:

Board of Appeals: Re-appoint Karen Sallee, John Brown and Dana Miller, and appoint Sarah Knights as an alternate, terms to expire 12-1-20.

Human Relations Commission: Appoint Benjamin Tonga, term to expire 7-6-19.

Julie Pryor

From: knightsas@gmail.com
Sent: Friday, March 31, 2017 10:55 AM
To: Julie Pryor
Subject: Committee Interest Form submission

*** **This email is from an external source, use caution before clicking on links or opening attachments.**

The following committee interest information was submitted through cityofls.

Name: Sarah Knights

Address: 808 SW Windjammer Dr
Lees Summit Missouri 64082

Email: knightsas@gmail.com

Phone: 8166454824

Council District: District 1

How many years a resident: 5

High School: Truman

College: University of Missouri

Employment:Accenture

Position: North America Onboarding Lead

Why interested: I am interested in serving the local community to ensure Lees Summit continues to lead as a safe, fair, family/small business friendly city that attracts and retains civic-minded residents and business owners. I have planted roots in Lees Summit over the last 5 years with my two young children and feel compelled to ensure the direction of our community improves over the next 20-30 years as they become active residents. My educational and working background is in Economics and Finance. I spent 10+ years in the Financial Services/Banking industry as a Project and Operational Manager working on large scale Business Transformation initiatives and Software Development process enhancements. I am currently a small-business employer (1 employee) and have a passion for volunteering to progress women and children issues. I work full-time out of my home in Lees Summit in Raintree.

Other participation: I have served on the Appeals committee in the Raintree Lake Property Owners Association and in the Junior League of Kansas City Missouri as Fund Development strategic chair, Fund Development chair, and as a volunteer for 7 years.

Interested in serving on: Board of Equalization ,Building Board of Appeals ,Special Ad Hoc Committees

Other interests: I am also interested in serving on the Lee's Summit 360° Implementation Committee

Julie Pryor

From: benjamin.tonga@gmail.com
Sent: Friday, November 03, 2017 1:53 PM
To: Julie Pryor
Subject: Committee Interest Form submission

***** This email is from an external source, use caution before clicking on links or opening attachments. *****

The following committee interest information was submitted through cityofls.

Name: Benjamin Tonga

Address: 833 SW Cutter Ln
Lees Summit MO 64081

Email: benjamin.tonga@gmail.com

Phone: 816-820-4769

Council District: District 2

How many years a resident: 9 years

High School: Truman High School

College: Babson College

Employment: Blue Cross Blue Shield of Kansas City

Position: Senior Markets Strategist

Why interested: Lee's Summit is a wonderful community that my family and I are proud to call home. One of my desires is to get more involved in shaping and influencing our community. I have extension leadership and project management experience throughout my career. I have led complex initiatives and have had success with entrepreneurial initiatives. Most importantly, I believe I care deeply for long term success of our community and neighbors.

Other participation: Lay clergy for Lee's Summit 2nd Ward (Congregation of the LDS Church). Boy Scout Leader.

Interested in serving on: Board of Equalization ,Gamber Center Advisory Board ,Health Education Advisory ,Human Relations Commission ,Human Services Advisory Board,LCRA ,MoDESA,Parks and Recreation Board ,Planning Commission ,Special Ad Hoc Committees ,Strategic Plan

Other interests: Public Health, Community Health and Aging

Packet Information

File #: 2017-1744, **Version:** 2

Approval of Type H & S Liquor License for Summit Liquors, 543 SE Melody Lane.

Council Motion:

I move for approval of Type H & S Liquor License for Summit Liquors, 543 SE Melody Lane.

Key Issues:

Approval of Type H & S Liquor License for Summit Liquors, 543 SE Melody Lane.

Background:

A background investigation was conducted on the owner and managing officer for Summit Liquors with no negative information found.

Staff Recommendation:

The Director of Liquor Control recommends approval of the Type H & S License application for Summit Liquors.



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

Please mark ("x") which *one* of the following licenses you will need for a Lee's Summit, Missouri establishment. Sunday licenses are a separate application.

- A1 - Manufacturing, brewing malt liquor (\$300.00)
- A3 - Wholesale selling of malt liquor (\$75.00)
- B1 - Manufacturing 22% or less alcohol content intoxicating liquor (\$150.00)
- B2 - Manufacturing, distilling, blending intoxicating liquor of all kinds (\$300.00)
- B3 - Wholesale selling of 22% or less alcohol-content intoxicating liquor (\$150.00)
- B4 - Wholesale selling of intoxicating liquor of all kinds (\$375.00)
- C1 - General retail selling of malt liquors, or wine, or both, by the drink **and** in the original package (\$52.50)
- C2 - Hotel retail selling of malt liquor by the drink and in the original package (\$52.50)
- C3 - Restaurant retail selling of malt liquor by the drink **and** in the original package, **including Sunday sales** (\$75.00)
- D - Retail selling of malt liquor only in the original package, **including Sunday** (22.50)
- G1 - General retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- G2 - Hotel retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- G3 - Restaurant retail selling of intoxicating liquor of all kinds by the drink **and** in the original package (\$450.00)
- H - Retail selling of intoxicating liquor of all kinds only in the original package (\$150.00)
- I - **Consuming** intoxicating liquor on premises not licensed to sell (C.O.L.) (\$90.00)
- J - Resort retail selling of intoxicating liquor by the drink (\$450.00)
- J (temp) - Resort temporary retail selling of intoxicating liquor by the drink (\$75.00 in addition to Type J)
- M - Caterer temporary location (7-day) for retail selling of intoxicating liquor by the drink (\$15.00/day)
- N - Caterer temporary location (50-day) for retail selling of intoxicating liquor by the drink (\$500.00)
- O - Caterer temporary location (unlimited) for retail selling of intoxicating liquor by the drink (\$1,000.00)
- P - Fourth of July temporary 7-day selling of wine and malt liquor by the drink (church, school, etc.) (\$150.00)
- Q - Temporary (7-day) picnic retail selling of intoxicating malt liquor by the drink (church, school, etc.) (\$15.00/day)
- R - Temporary (7-day) picnic retail selling of intoxicating liquor by the drink (\$37.50/day)
- S - **Sunday** license retail selling intoxicating liquor of all kinds (\$300.00 in addition to specific type)
- Tasting - yearly fee in addition to specific type (\$25.00)

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

To be completed by applicant as (check one):

Sole Owner & Operator Corporation Partnership LLC

Corporation/LLC Name: 1415 Lexington, LLC

Business Name: _____ Phone: _____

Business Address: 543 S.E. Melody Lane Lee's Summit, MO 64063

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

Type H+S for the premises described above.

Applicant's Name: Nancy E. Whiton Phone: 816-753-5678

Home Address: _____

Place of Birth: _____ Date of Birth _____

Place of Employment (other than business): Hazelton Lane LLP

Employment Address: Suite 650, 4600 Madison Phone: 816-753-
Kansas City, MO 64112 5678

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

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

3. Will you be the person in active control and/or management (managing officer) of this business full-time? No If not, give complete details on the planned management and persons involved.

I will serve as M.O. for liquor licensing matters. The sole member of the licensee is Salima Vishnani. She will manage store operations.

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

To serve for numerous clients of the law firm (see attached Exhibit A)

5. Has any such license listed in question #4 ever been suspended or revoked? Not revoked If so, please give complete details: Fines have been paid for minor violation (See attached Exhibit B)
6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? No If so, please give complete details: _____
7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? No If so, please give complete details: _____
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): Heldson & Laner, LLP
Suite 650, 4600 Madison, Kansas City, MO.
64112 - Law Firm
9. Is the proposed location within 300 feet of a church or school? No
10. If existing business, from whom and when was the business purchased? Not purchasing business
Effective date of possession: 1-1-18 Name of mortgage holder, if any: NONE
11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: _____
12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: _____

13. Will you at all times permit the entry of any officer or investigator who may have legal supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the ordinances of Lee's Summit, Missouri, and the laws of the State of Missouri; and do you promise and agree not to violate any of the ordinances of Lee's Summit, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which the license is sought? Yes

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

Name of corporation/LLC: 1415 Lexington, LLC
State in which incorporated: Missouri Date of incorporation: 12-28-2012
If not a Missouri corporation/LLC, date authorized to do business in Missouri: N/A

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

If stock is not publicly held, give names and residential addresses of all stockholders who hold 10% or more of the capital stock: Salima Vishnani is 100% owner

County of Jackson)
SS
State of Missouri)

I, Nancy Whiton, being of lawful age and dulysworn upon my oath,
(Print Applicant's Name)
do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

Nancy E Whiton
Applicant's Signature

Subscribed and sworn to before me this 4TH day of December, 2017

Stephanie Gail Hazelton
Notary Public

My commission expires: July 19, 2021
Commission #17033063
Jackson County
STEPHANIE GAIL HAZELTON
My Commission Expires



To Be Provided By Applicant:

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

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

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

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

4) **If existing business location:**

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

5) **For newly constructed or remodeled businesses:**

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

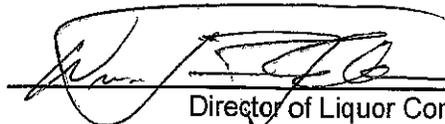
6) **Package Liquor Only:** Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an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

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

8) **Estimated date of opening?** 1-1-18

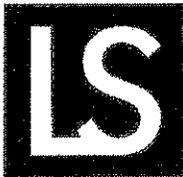
For Office Use Only:

It is recommended this application be APPROVED / DISAPPROVED this 12th day of December, 2017.



Director of Liquor Control

City Council Action: Approved Disapproved Date: _____



APPLICATION FOR LIQUOR LICENSE

TYPE "S" - SUNDAY RETAIL (\$300)

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

Sole Owner & Operator

Corporation

Partnership

LLC

Applicant's Name: 1415 Lexington, LLC

Business Name: _____ Phone: _____

Business Address: 543 S.E. Melody Lane Lee's Summit, MO _____

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

County of Jackson)

SS

State of Missouri)

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

Nancy E. Whitton
Applicant's Signature

Subscribed and sworn to before me this 4th day of December 2017
My commission expires: _____



STEPHANIE GAIL HAZELTON
My Commission Expires
July 19, 2021
Jackson County
Commission #17033063

Stephanie Hazelton
Notary Public

It is recommended this application be APPROVED / DISAPPROVED this 12th day of December, 2017.

[Signature]
Director of Liquor Control

City Council Action: Approved Disapproved Date: _____

Packet Information

File #: BILL NO. 17-273, **Version:** 1

AN ORDINANCE AMENDING CHAPTER 34, STORMWATER DISCHARGE CONTROL REGULATIONS, TO BE IN COMPLIANCE WITH STATE REGULATIONS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. (PWC 12/19/17)

Issue/Request:

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

Key Issues:

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

Proposed Committee Motion:

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

Background:

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

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

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

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

File #: BILL NO. 17-273, **Version:** 1

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-273

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

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

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

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

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

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

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

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

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

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

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

BILL NO. 17-273

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes

EXHIBIT A

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

Chapter 34 - STORMWATER DISCHARGE CONTROL REGULATIONS

Sec. 34-1. - Title and authority.

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-2. - Purpose.

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

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-3. - Abbreviations.

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

BMP — Best Management Practice

CFR — Code of Federal Regulations

CWA — Clean Water Act

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

ELG — Effluent Limitation Guidelines

EPA — United States Environmental Protection Agency

MDNR — Missouri Department of Natural Resources

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

NOI — Notice of Intent

NPDES — National Pollutant Discharge Elimination System

NPS — Non-Point Source

SARA — Superfund Amendments and Reauthorization Act of 1986

SWPPP — Stormwater Pollution Prevention Plan

TMDL — Total Maximum Daily Load

TSS — Total Suspended Solids

USC — United States Code

(Ord. No. 7032, § 1, 5-5-2011)

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

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

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

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

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

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

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

Contaminated means containing a harmful quantity of any substance.

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

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

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

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

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

Discharger means any person that discharges to the MS4.

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

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

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

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

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

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

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

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

Illicit connection means any of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State means the State of Missouri.

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

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

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

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

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

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

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

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

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

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

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

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-5. - Applicability and administration.

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-6. - Minimum standards.

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-7. - Prohibitions.

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

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

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

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

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

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

~~3. Diverted stream flows,~~

~~2.4~~ Rising groundwater,

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

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

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

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

~~8. Discharges from crawl space pumps~~

~~7.9~~ Air conditioning condensation,

~~8.10~~ Springs,

9. Uncontaminated water from crawl space pumps,

10. Natural riparian habitat and wetland flows,

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

12. Emergency fire fighting activity flows,

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

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

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

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

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

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

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

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

E. Illicit Connections.

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

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

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

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-8. - Monitoring of discharges.

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

B. Access to premises and facilities.

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

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

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

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

C. *Monitoring and Sampling.*

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

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

~~C. Monitoring of discharges.~~

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

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

(Ord. No. 7032, § 1, 5-5-2011)

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

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-10. - Watercourse protection.

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

(Ord. No. 7032, § 1, 5-5-2011)

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

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

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

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

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

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

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

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

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

(Ord. No. 7032, § 1, 5-5-2011)

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

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

(Ord. No. 7032, § 1, 5-5-2011)

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

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

(Ord. No. 7032, § 1, 5 5 2011)

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

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

~~(Ord. No. 7032, § 1, 5-5-2011)~~

Sec. 34-14. - Notification of spills.

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

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

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-15. - Notice of violation.

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

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

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

Sec. 34-16. - Abatement by City.

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-17. - Costs of abatement.

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-18. - Prosecution of violation.

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-19. - Transfer of ownership.

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

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

(Ord. No. 7032, § 1, 5-5-2011)

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

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-21. - Remedies not exclusive.

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

(Ord. No. 7032, § 1, 5-5-2011)

Sec. 34-22. - Severability.

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

(Ord. No. 7032, § 1, 5-5-2011)

Packet Information

File #: BILL NO. 17-274, **Version:** 2

AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT NO. 697DCM-18-L-00034 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) PROVIDING FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF FEDERAL AVIATION ADMINISTRATION (FAA) OWNED NAVIGATION, COMMUNICATION, AND WEATHER AIDS FOR THE SUPPORT OF AIR TRAFFIC OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO ENTER INTO TO SAID AGREEMENT FOR THE SAME FOR A PERIOD OF 20 YEARS. (PWC 12/19/17)

Issue/Request:

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

Key Issues:

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

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

Background:

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

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: John Ohrazda, Airport Manager

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

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

BILL NO. 17-274

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

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

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

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

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the City to enter into a Memorandum of Agreement No. 697DCM-18-L-00034 with the FAA for the continued maintenance, operations, support and further development of equipment for the next 20 years to support air traffic operations at the Lee's Summit Municipal Airport, said Agreement being on file with the Office of the Lee's Summit City Clerk and is hereby incorporated herein by reference as if fully set forth herein.

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

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-274

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trish Fowler Arcuri*

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

MEMORANDUM OF AGREEMENT

MOA No. 697DCM-18-L-00034

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

WITNESSETH

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

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

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

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

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (01/12)

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

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

1.3.3 Memorandum of Agreement

CLSA January 2016

OMB Control No. 2120-0595

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

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

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

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

2. CONSIDERATION (08/02)

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

3. PURPOSE (04/05)

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

4. FAA FACILITIES (04/05)

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

5. TITLE TO IMPROVEMENTS (04/05)

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

6. HAZARDOUS SUBSTANCE CONTAMINATION (05/00)

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

1.3.3 Memorandum of Agreement

CLSA January 2016

OMB Control No. 2120-0595

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

7. INTERFERENCE WITH FAA OPERATIONS (10/96)

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

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

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

9. NON-RESTORATION (10/96)

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

10. NOTICES (10/96)

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

SPONSOR:

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

GOVERNMENT:

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

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

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

1.3.3 Memorandum of Agreement

CLSA January 2016

OMB Control No. 2120-0595

12. CLAUSES INCORPORATED BY REFERENCE (7/14)

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

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

13. SIGNATURES (04/04)

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

CITY OF LEE'S SUMMIT, MISSOURI

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By: _____

By: _____
Ashlee G. Baxter

Title: _____

Title: Real Estate Contracting Officer

Date: _____

Date: _____

List of Facilities

Effective Date: October 1, 2018

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

Lee's Summit Municipal Airport

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



BOARD OF AERONAUTIC COMMISSIONERS

LEE'S SUMMIT

December 11, 2017

Chairman Faith and members of the Public Works Committee,

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Phill Mall". The signature is written in a cursive, slightly slanted style.

Phill Mall
Chairman, Board of Aeronautic Commissioners

Packet Information

File #: BILL NO. 17-275, **Version:** 1

AN ORDINANCE AWARING BID NO. 47632185 FOR NORTHWEST QUADRANT T-HANGARS DEVELOPMENT - PHASE I IN THE AMOUNT OF \$2,152,856.05 TO B. DEAN CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY FOR THE SAME. (PWC 12/19/17)

Issue/Request:

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

Key Issues:

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

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

Background:

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

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

Timeline:

Start: January 2018

Finish: Summer 2018

Other Information/Unique Characteristics:

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

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

Presenter: Bob Hartnett, Deputy Director

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

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

BILL NO. 17-275

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

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

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

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

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

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

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

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the award of bid no. 47632185 to B. Dean Construction in the amount of \$2,152,856.05.

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

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-275

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy Yendes



December 4, 2017

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

Dear Bob,

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

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

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

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

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

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

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

Tyler Horn
Engineer

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

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

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

Apparent Low Bidder



BOARD OF AERONAUTIC COMMISSIONERS

LEE'S SUMMIT

December 11, 2017

Chairman Faith and members of the Public Works Committee,

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

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

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

Sincerely,

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

Phill Mall
Chairman, Board of Aeronautic Commissioners

Packet Information

File #: BILL NO. 17-276, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 9 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON-CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$92,093.00 FOR THE CONSTRUCTION PHASE OF NORTHWEST QUADRANT T-HANGAR DEVELOPMENT - PHASE 1. (PWC 12/19/17)

Issue/Request:

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

Key Issues:

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

Proposed Committee Motion:

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

Background:

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

Timeline:

Start: January 2018

Finish: July 2018

Presenter: Bob Hartnett, Deputy Director

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

File #: BILL NO. 17-276, **Version:** 1

NORTHWEST QUADRANT T-HANGAR DEVELOPMENT - PHASE 1.

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

BILL NO. 17-276

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

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

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

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

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

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

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

SECTION 1. That the City Council of the City of Lee’s Summit, Missouri hereby authorizes the execution, by the City Manager on behalf of the City of Lee’s Summit, of a Modification No. 9 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee’s Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

BILL NO. 17-276

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy Yendes

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

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This project shall include:

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

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

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

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

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

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

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: Dan Meckes

TITLE: President

ATTEST:



BOARD OF AERONAUTIC COMMISSIONERS

LEE'S SUMMIT

December 11, 2017

Chairman Faith and members of the Public Works Committee,

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Phill Mall". The signature is written in a cursive, slightly slanted style.

Phill Mall
Chairman, Board of Aeronautic Commissioners

Packet Information

File #: BILL NO. 17-277, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 8 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$165,310.00 FOR THE DESIGN AND BIDDING DOCUMENTS FOR THE NEW FUEL FACILITY DEVELOPMENT. (PWC 12/19/17)

Issue/Request:

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

Key Issues:

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

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

Background:

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

Timeline:

Start: January 2018

File #: BILL NO. 17-277, **Version:** 1

Finish: July 2018

Presenter: Bob Hartnett, Deputy Director

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

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

BILL NO. 17-277

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

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

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

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

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

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

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of a Modification No. 8 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-277

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy Yendes

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

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

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

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

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

The Scope of Services does not include:

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

Submittals include:

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

- Final Design Report (letter format)

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

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

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

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

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

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

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: Dan Meckes
TITLE: President

ATTEST:

December 1, 2017
File: 1917

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

Dear Mr. Sander,

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

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

About Stantec

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

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

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



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

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

Our Understanding of the Design Concept

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

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

Scope of Services

Design Elements

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

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

We have assumed the following regarding related design elements:

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

Design with community in mind



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

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

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

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

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

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



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

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

Design Scope and Deliverables

Task 1 – Preliminary Design Report

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

Task 2 –Construction Documents

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

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

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

Task 3 – Bid Support

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

Task 4 – Permitting

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



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

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

Optional Tasks

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

Phasing and Partial Scopes

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



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

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

Terms and Price

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

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

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



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

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

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

Sincerely,

STANTEC CONSULTING SERVICES INC.

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

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

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

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

Per: Crawford, Murphy, and Tilly, Inc.

Print Name & Title

Signature



BOARD OF AERONAUTIC COMMISSIONERS

LEE'S SUMMIT

December 11, 2017

Chairman Faith and members of the Public Works Committee,

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

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

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

Sincerely,

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

Phill Mall
Chairman, Board of Aeronautic Commissioners

Packet Information

File #: BILL NO. 17-278, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION GLOBAL NAVIGATION SATELLITE REAL TIME NETWORK FOR CONTINUOUSLY OPERATING REFERENCE STATIONS USER'S RESPONSIBILITY AND AGREEMENT FOR THE USE AND ACCESS OF DATA, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 12/19/17)

Issue/Request:

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

Key Issues:

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

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

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

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

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

Background:

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

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

Impact/Analysis:

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

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

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

Committee Recommendation:

BILL NO. 17-278

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

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

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

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

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

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

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

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

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 17-278

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Chief Council of Infrastructure and Planning
Nancy K. Yendes

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

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

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

WHEREAS,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Firm City of Lee's Summit, Missouri_____

By Randy Rhoads

Title: Mayor

ATTEST (signature):

City Clerk, Trisha Fowler Arcuri

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF Missouri)
)SS
COUNTY OF Jackson)

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

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

Notary Public

My Commission Expires: _____

SYSTEM USER INFORMATION

Name of Individual or Firm

City of Lee's Summit, Missouri

Title Mayor

Signature _____

Date _____

Contact Information for User

Name George Binger

Street 220 SE Green St

City Lee's Summit State MO Zip 64063

Email PublicWorks@cityofls.net

Office Phone 816.969.1800 Mobile Phone _____

Equipment Used for Real Time Access

GPS System Make and Model Geomax Zenith 15 Series Net Rover

Data Collector Make and Model Geomax Zenius 5

Data Collector Software SurvCE GPS

Please return this agreement to:

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

Packet Information

File #: 2017-1643, **Version:** 1

Continued PUBLIC HEARING - Application #PL2017-203 - REZONING from AG to CP-2 and PRELIMINARY DEVELOPMENT PLAN - approximately 4.3 acres abutting the property at 1850 NE US 40 Hwy; IAC Life, applicant

Issue/Request:

This item was initially heard at the November 14, 2017, Planning Commission meeting. Following the presentation and discussion, the Planning Commission continued the public hearing with the direction that the applicant prepare and present a concept plan depicting the potential development of the subject property to support the requested rezoning. The applicant has provided a concept plan depicting a single 5,600 sq. ft. office/retail building with parking lot. While the office/retail use is consistent with both the abutting parcel to the east and the Comprehensive Plan from a general standpoint, the plan does not provide a level of detail sufficient for staff to evaluate the feasibility of said plan. Even at a conceptual development plan level, the UDO requires that certain information be provided to reasonably demonstrate that existing or future site conditions can support proposed development. Based on the information provided at this time, staff cannot support the requested rezoning.

The applicant requests to rezone approximately 4.3 acres from AG (Agricultural) to CP-2 (Planned Community Commercial) with no plans at this time to develop the subject property. According to the applicant, consideration will be given to place the property into a conservation area should the applicant choose not to pursue the future development of the property. The applicant owns the abutting 14.5-acre site at 1850 NE US 40 Hwy that is zoned CP-2 and is developed with a two-story office building.

A preliminary development plan application accompanies the rezoning application in accordance with the requirements of the UDO. However, the site plan simply reflects the current undeveloped state of the subject 4.3-acre AG-zoned property and the existing office development on the abutting 14.5-acre parcel; the plan does not include any concept for the future development of any of the property.

It is not the City's practice to rezone property for a commercial purpose without an associated plan for the actual development of said property. Staff does not support the requested rezoning.

Recommendation: Staff recommends **DENIAL** of the rezoning and preliminary development plan.

Committee Recommendation: On motion of Mr. Funk and seconded by Mr. Sims, the Planning Commission voted unanimously by voice vote on December 12, 2017, to recommend **DENIAL** of **Appl. #PL2017-203 - REZONING from AG to CP-2 and PRELIMINARY DEVELOPMENT PLAN - 1850 NE US 40 Hwy; IAC Life, applicant, subject to staff's letter dated December 8, 2017.**

LEE'S SUMMIT PLANNING COMMISSION ACTION LETTER

Tuesday, December 12, 2017

OPENING ROLL CALL:

Mr. Jason Norbury, Chair	Present	Mr. Jeff Sims	Present
Ms. Colene Roberts	Present	Mr. Herman Watson	Absent
Mr. Beto Lopez	Present	Ms. Dana Arth	Present
Mr. Donnie Funk, Vice Chair	Present	Ms. Carla Dial	Present
Mr. Don Gustafson	Present		

Also present were: Victoria Nelson, Long Range Planner; Jennifer Thompson, Planner; Chris Hughey, Project Manager; Kent Monter, Development Engineering Manager; Nancy Yendes, Chief Council of Infrastructure; Hector Soto, Manager Current Planning; Kim Brennan, Development Services; and Jim Eden, Assistant Fire Chief.

1. APPROVAL OF AMENDED AGENDA:

PLANNING COMMISSION ACTION: On motion of Mr. Funk and seconded by Mr. Lopez the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as amended.

PUBLIC COMMENTS - None

CONSENT AGENDA

- A. **Appl. #PL2017-238 – FINAL PLAT** – Siena at Longview, 4th Plat, Lots 216A-218A, 224A & 320-328; Engineering Solutions, LLC, applicant
- B. **Minutes** of the November 28, 2017, Planning Commission meeting

PLANNING COMMISSION ACTION: On motion of Mr. Funk and seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda as published.

PUBLIC HEARINGS:

- 2. **Appl. #PL2017-223 – SPECIAL USE PERMIT to allow the keeping of therapy animals in the R-1 district** – approximately 11 total acres inclusive of the properties addressed as 6 NW O'Brien Rd, 100 NW O'Brien Rd, 413 NW Donovan Rd and 415 NW Donovan Rd; Mark Farhner, applicant (*continued to a date uncertain at staff's request*)

PLANNING COMMISSION ACTION: On motion of Ms. Roberts and seconded by Mr. Lopez, the Planning Commission voted unanimously by voice vote to **Continue Appl. #PL2017-223 – SPECIAL USE PERMIT to allow the keeping of therapy animals in the R-1 district** –

approximately 11 total acres inclusive of the properties addressed as 6 NW O'Brien Rd, 100 NW O'Brien Rd, 413 NW Donovan Rd and 415 NW Donovan Rd; Mark Farhner, applicant

- 3. Remanded Appl. #PL2017-144 – PRELIMINARY DEVELOPMENT PLAN –** Kessler Ridge at New Longview, 2nd Plat, Lots 56-87 & Tracts E-G; Inspired Homes, Inc., applicant

PLANNING COMMISSION ACTION: On motion of Mr. Funk and seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **Recommend APPROVAL** of **Remanded Appl. #PL2017-144 – PRELIMINARY DEVELOPMENT PLAN –** Kessler Ridge at New Longview, 2nd Plat, Lots 56-87 & Tracts E-G; Inspired Homes, Inc., applicant, subject to staff's letter dated December 8, 2017.

- 4. Continued Appl. #PL2017-203 - REZONING from AG to CP-2 and PRELIMINARY DEVELOPMENT PLAN –** 1850 NE US 40 Hwy; IAC Life, applicant

PLANNING COMMISSION ACTION: On motion of Mr. Funk and seconded by Mr. Sims, the Planning Commission voted unanimously by voice vote to **Recommend DENIAL** of **Appl. #PL2017-203 – REZONING from AG to CP-2 and PRELIMINARY DEVELOPMENT PLAN –** 1850 NE US 40 Hwy; IAC Life, applicant, subject to staff's letter dated December 8, 2017.

- 5. Continued Appl. #PL2017-217 – VACATION OF RIGHT-OF-WAY -** a portion of NE Todd George Rd located approximately 90 feet north of the intersection of NE Wall St and NE County Park Rd; Darla Anderson, applicant

PLANNING COMMISSION ACTION: On motion of Mr. Funk and seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **Recommend APPROVAL** of **Appl. #PL2017-217 – VACATION OF RIGHT-OF-WAY -** a portion of NE Todd George Rd located approximately 90 feet north of the intersection of NE Wall St and NE County Park Rd; Darla Anderson, applicant, subject to staff's letter dated December 8, 2017.

OTHER AGENDA ITEMS- None

ROUNDTABLE – None

ADJOURNMENT – Meeting adjourned at 6:10 p.m.

**Appl. #PL2017-203 REZ and PDP
approximately 4.3 acres;
IAC Life, applicant**



LEE'S SUMMIT PLANNING COMMISSION

Minutes of Tuesday, November 14, 2017

The Tuesday, November 14, 2017, Lee's Summit Planning Commission meeting was called to order by Chairperson Norbury at 5:05 p.m., at City Council Chambers, 220 SE Green Street, Lee's Summit, Missouri.

OPENING ROLL CALL:

Chairperson Jason Norbury	Present	Mr. Herman Watson	Absent
Mr. Donnie Funk, Vice Chair	Present	Mr. Beto Lopez	Present
Ms. Colene Roberts	Present	Ms. Carla Dial	Present
Mr. Don Gustafson	Present	Mr. Jeffrey Semmes	Present
Ms. Dana Arth	Present		

Also present were Robert McKay, Director, Planning and Special Projects; Josh Johnson, Assistant Director of Planning Services; Christina Stanton, Senior Staff Planner; Victoria Nelson, Long Range Planner; Dawn Bell, Project Manager; Michael Weisenborn, Project Manager; Chris Hughey, Project Manager; Ryan Elam, Director of Development Services; Nancy Yendes, Chief Counsel Infrastructure and Zoning; Kent Monter, Development Engineering Manager; Jim Eden, Assistant Fire Chief I, Fire Department; and Jeanne Nixon, Development Center Secretary.

APPROVAL OF AGENDA:

Chairperson Norbury announced a change to the agenda. The applicant for Item 5, Application PL2017-196, had requested that it be continued. On the motion of Mr. Funk, seconded by Ms. Roberts, the Planning Commission voted unanimously by voice vote to **APPROVE** the agenda as amended.

PUBLIC COMMENTS

There were no public comments at the meeting.

1. APPROVAL OF CONSENT AGENDA

- A. Application #PL2017-210 -- VACATION OF EASEMENT -- 2821 NE Independence Ave.; LSMOB Owner, LLC, applicant**
- B. Application #PL2017-218 -- SIGN APPLICATION -- QuikTrip, 801 SE M-291 Hwy.; QuikTrip Corporation, applicant**
- C. Application #PL2017-227 -- SIGN APPLICATION -- Capital Tax & Consulting, 608 SW 3rd St.; Capital Tax & Consulting, applicant**

- D. **Application #PL2017-228 -- VACATION OF EASEMENT --** 4548 SW Raintree Shore Dr.; Wesley Fields, applicant
- E. **Application #PL2017-231 -- SIGN APPLICATION --** Dayton Hotel Historic Sign, 9 SE 3rd St.; Ben Rao, applicant
- F. **Application #PL2017-241 -- SIGN APPLICATION --** Summit Square Apartments, 785 NW Donovan Rd.; NorthPoint Development, LLC, applicant
- G. **Approval** of the minutes of the October 24, 2017 Planning Commission meeting

On the motion of Mr. Funk, seconded by Mr. Lopez, the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda, Item 1A-G as published.

2. **Application #PL2017-203 -- REZONING** from AG to CP-2 and **PRELIMINARY DEVELOPMENT PLAN** -- approximately 4.3 acres abutting the property at 1850 NE US 40 Hwy.; IAC Life, applicant

Chairperson Norbury opened the hearing at 5:08 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Jim Harlan, president of IAC Life, stated that he lived in Edmund, Oklahoma. He had joined the company about five years ago; and IAC Life had owned this property for about 15 years. The total tract was 18 acres and the back 13 acres had commercial zoning; but the acres at the front were still zoned AG. The rezoning application was to have the zoning consistent for the entire tract. Concerning the preliminary development plan, Mr. Harlan acknowledged that any specific plans in terms of buildings and infrastructure would have to come back to the Planning Commission for approval. Some challenges existed with water and sewer in particular.

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

Mr. Johnson stated that the subject property was just north of 40 Highway, near the city limits. He displayed an aerial view, noting that the building adjacent on CP-2 land was a Montessori school. He confirmed that the applicants wanted the zoning to be consistent, with the 4.3 acres at the southwest side becoming Planned Community Commercial. The applicants did not have a specific proposed use yet, which was the basis for staff's recommendation to deny the rezoning. The preliminary development plan essentially showed no use for the land and staff generally avoided this kind of speculative rezoning. Mr. Johnson added that Lee's Summit did not currently provide water, sewer or road access to the property. While CP-2 would be consistent with surrounding zoning, staff could not access any impacts at present. He confirmed that staff recommended denial of the application.

Following Mr. Johnson's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he then asked if the Commission had questions for the applicant or staff.

Chairperson Norbury stated to Mr. Harlan that he appreciated wanting zoning to be both consistent for the area and with the City's development pattern in general. However, when most

of this tract was zoned CP-2 this portion was intentionally left out. It would not be an easy piece of land to develop; and he did not see any purpose in doing that at present. It was not even being replatted to make it one piece. Chairperson Norbury noted the reference in the applicant's letter to donating the lot for a conservation area under the Internal Revenue code; and rezoning might raise its value for contribution. If that was the case, it was not sufficient reason for a rezoning without any plan for development. He asked what speculative plans the owners had for the property.

Mr. Harlan stated that the applicants had some discussions with staff about a preliminary design. The existing school building was originally intended as an office building so the preliminary design showed office spaces. Staff had pointed out the issues with water and sewer lines, and the company wanted the entire tract to have consistent zoning so they could put together a plan for the streets, sewers and other infrastructure. There would be no issues concerning surrounding properties since these were already zoned for commercial use. The applicants intended to bring in a specific plan over the next two or three months. Mr. Harlan added that he did not have any information as to why the entire tract did not initially have the same zoning. He acknowledged that the City might want to 'de-annex' the property, in which case they might have to try Independence or Blue Springs.

Chairperson Norbury noted that in some jurisdictions, a plan was required as a component of a rezoning application. He asked Mr. McKay if Lee's Summit not being among them had been a decision or if it was something that had happened by default. Mr. McKay answered that this had been City policy for a long time; but many jurisdictions did have that requirement. In general, the City did not agree to speculative rezoning. This application was rather unusual, with the property having some grading issues and being heavily wooded. While the applicants had said they would bring a plan back, submitting a plan was the time to do a rezoning application.

Mr. Gustafson asked about the use of the existing building. Mr. Harlan answered that the 11,000 square foot, two-story building was being occupied by a Montessori school. It had been there for awhile and was consistent with existing CP-2 zoning. The AG zoned property had no structures.

Ms. Roberts noted that if the applicants were looking for financing, a denial vote could work against them. She asked if just continuing the application would be feasible. Ms. Yendes replied that it could be continued to a date certain; but without the applicant's consent the continuances would be limited to two meetings out.

Ms. Arth asked Mr. Harlan if the plans included the option of selling the property. Mr. Harlan answered that it was not.

Mr. Funk asked Mr. Harlan if he would consider continuing the application to the meeting after next. Mr. Harlan answered that he would; however, the people he was working with did not want to spend the money to do a development plan if the land had not been rezoned. They would be more willing to help with the development of the plan if the zoning was consistent for the whole property.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:24 p.m. and asked for discussion among the

Commission members. He noted that this was the first staff recommendation of denial that the Commission had seen in some time.

Ms. Arth acknowledged that the procedure was not to change zoning without a plan. However, she also understood the applicants' situation and asked if how 'formal' a preliminary plan needed to be. It could be a conceptual plan that would give the City a look at what might be done with the property. In any event, if there was no action the property would sit unused indefinitely.

Mr. Funk generally agreed with Ms. Arth's comments. He asked if the City had any kind of kind of preliminary bargaining chip to convey the message that the rezoning could happen but the applicants needed to provide something specific.

Mr. Semmes was in favor of continuing the application in order to give the applicants time to bring in a preliminary plan; although it would not necessarily have the usual amount of detail.

Ms. Roberts observed that whatever the Commission decided, the application would go on to the City Council which would make its own decision. However, she was also in favor of a continuance. A denial by the City Council, followed by the applicant bringing back the application, would be pointless and a waste of time.

Mr. Lopez agreed with the previous Commissioners' remarks. He added that without a plan, it would be difficult for him to vote for approval at tonight's meeting.

Ms. Dial remarked that she did not know of any reason for the property to be rezoned, if the application had included a plan. However, under the circumstances for this particular property she did not see any specific reason to deny the application.

Mr. Johnson suggested giving the applicants some specifics of what the Commission wanted to see at the next meeting. This could include numbers of buildings, square footages, and proposed uses.

Chairperson Norbury observed that there was plenty of evidence that the City was likely to favor a rezoning at this location, since the surrounding uses were zoned commercial and it was consistent with the Comprehensive Plan. While the property had agricultural (AG) zoning, it was quite unlikely that crops would be grown. At this point, Lee's Summit used AG as a "holding" zoning until a specific use was authorized. He considered adjusting the rezoning at this point premature, and would vote for denial assuming the motion was not for a continuance.

Mr. Funk asked what the stated date certain would be, and Ms. Yendes said that two meetings out would be on December 12th.

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

Mr. Funk made a motion to continue Application PL2017-203 to a date certain of December 12, 2017. Ms. Roberts seconded.

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

On the motion of Mr. Funk, seconded by Ms. Roberts, the Planning Commission members voted unanimously by voice vote to **CONTINUE** Application PL2017-203 to a date certain of December 12, 2017.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

<p>3. Application #PL2017-205 -- SPECIAL USE PERMIT for indoor storage facility -- Oakview Storage, 1410 NE Douglas St.; Oakview Capital Partners, LLC, applicant</p>
--

Chairperson Norbury opened the hearing at 5:30 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Brad Tidwell stated that he resided in Collierville, Texas and was a partner in Oakview Capital Partners LLC, the applicant. Their business was climate-controlled self-storage facilities, and they had several in the Dallas/Ft. Worth area as well as in Kansas City. The units were multi-story buildings that were designed to look like office buildings. All units were within the buildings, with elevators and covered loading areas. For branding and management they used CubeSmart, which was one of the largest self-storage management companies in the U.S. Historically self-storage businesses located on lower-cost land and in industrial areas; however, Oakview focused on high-traffic retail locations with good visibility. The idea was storage was an amenity for any city, and should be at a clean, convenient and safe location. The proposed location on Douglas Street had enough acreage to allow for some additional commercial development. It would be an advantage to both the City and Oakview, as office/retail at the site could attract more business to the storage facility.

The applicants had met with the neighbors, which were basically the St. Luke's medical complex. They were very supportive of the project. Polyainers, the neighbor behind the property, had told the applicants they would need to look at what was planned before putting the property under contract. That contract had now been in place for several months so Mr. Tidwell assumed they approved.

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

Ms. Stanton entered Exhibit (A), list of exhibits 1-16 into the record. She displayed an aerial photo of the property, and pointed out the location of St. Luke's as well as Polyainers behind the subject property and some office-warehouse uses south of Victoria Drive. The movie theatre and other retail and restaurant businesses, with CP-2 zoning, were to the east across Douglas. Ms. Stanton also pointed out the boundary lines defining the area of the Special Use Permit, noting that the plan covered the entire parcel. The building proposed was four stories and 114,448 square feet, and function as an all-indoor storage facility. The total area was a little over 7 acres; however, the SUP would cover only 2.2 acres. On the displayed landscape plan, she pointed out the street network and the street trees lining the internal drive.

A Special Use Permit was required for mini-warehouse facilities, which were defined as "*structures containing separate storage areas of various sizes, leased or rented on an individual basis.*" However, the UDO did not make a distinction between the traditional type of mini-

warehouse business and a climate-controlled indoor facility. Staff considered this use appropriate for the location considering the zoning and existing uses on that part of Douglas including Polyainers and the industrial zoning nearby. Staff supported the 25-year term the applicant had requested, as it was consistent with other mini-warehouse SUPs. The materials were also compatible with other development nearby. Staff was requesting the remove the standard requirement that the roof have a 1:3 pitch [Recommendation Item 1], to allow the flat roof shown on the plan. It would be consistent with other commercial buildings in the neighborhood. Recommendation Item 2 granted the SUP for a 25-year period. No preliminary development plan was required for this project, as no modifications to the UDO were requested.

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

Mr. Funk noted that the drive on one of the drawings appeared to be a one-way entry off Douglas. He asked if it was a private street, and Ms. Stanton replied that it was. It was currently owned by Polyainers.

Ms. Roberts asked if the applicants planned to develop the remaining north and east portions of the property, and Mr. Tidwell answered that they did. Ms. Roberts commented that considering the alignment of the drive, there was not much room in the southeast corner. Mr. Tidwell acknowledged that some alignments might be moved, adding that this was three-quarters to a little over 2 acres; so there was plenty of room for pad sites.

Mr. Gustafson asked if the projected future retail use would require any rezoning. Ms. Stanton answered that when a specific use was proposed, rezoning would have to be part of the application as well as a preliminary development plan. The rest of the property was currently zoned PI and that would remain until such time as an application came in for another use. Retail uses were limited in PI zoning.

Chairperson Norbury asked what was the reason for changing the roof Jan052569pitch requirement. Ms. Stanton answered that the requirement was for mini-warehouse facilities, which required an SUP. The UDO did not address climate-controlled indoor storage.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 6:45 p.m. and asked for discussion among the Commission members, or for a motion.

Mr. Funk made a motion to recommend approval of Application PL2017-205, Special Use Permit for indoor storage facility: Oakview Storage, 1410 NE Douglas St.; Oakview Capital Partners, LLC, applicant; subject to staff's letter of November 10, 2017, specifically Recommendation Items 1 and 2. Mr Gustafson seconded.

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

On the motion of Mr. Funk, seconded by Mr. Gustafson, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2017-205, Special Use Permit for indoor storage facility: Oakview Storage, 1410 NE Douglas St.; Oakview

Capital Partners, LLC, applicant; subject to staff's letter of November 10, 2017, specifically Recommendation Items 1 and 2.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

4. Application #PL2017-216 -- SPECIAL USE PERMIT for in-home massage therapy: In Good Hands Therapeutic Massage, 1508 SW 9th St.; Amy Abbott, applicant

Chairperson Norbury opened the hearing at 5:46 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Ms. Amy Abbott, the applicant and owner of Good Hands Therapeutic Massage, gave her address as 1508 SW 9th Street in Lee's Summit. She had been practicing in Kansas as a massage therapist for 14 years; and had also held a Missouri license previously. In Olathe, she had participated in getting licensing laws passed. For the past five years, she had worked out of rented space in a chiropractic office near I-435 and 95th Street. Commuting from Lee's Summit had worked for awhile, but the construction on I-470 was making this very difficult. She'd not had the opportunity to have an in-home business previously and believed that this was a good time and place to start. It would also reduce her overhead since she would not be paying office space rent, child care or transportation costs.

Her home had a completely separate basement, about 750 square feet, that was accessed behind the garage. The plan was to have the business there, so that clients would not even have to enter her house; and she had obtained a building permit for a 196 square foot room, which had passed two preliminary inspections. The final inspection would be when the drywall installation was finished. If the application was approved, she would petition the State of Missouri for approval of a massage therapy business and get her license from the City.

Following after Ms. Abbot's presentation, Chairperson Norbury asked for staff comments.

Mr. Johnson stated that the business would be in Ms. Abbot's home, at 1508 SW 9th Street. He pointed out its location on the displayed map, also pointing out Murray Road to the west.. The hours Ms. Abbot had proposed were 10:00 a.m. to 7:00 p.m. on Tuesday, Wednesday, Friday and some Saturdays; which was slightly more restrictive than the ordinance required. She planned no more than 5 appointments per day with 30 minutes between appointments; and was requesting 10 years for the SUP. Staff considered the impact on the neighborhood to be minimal; and the ordinance anticipated home occupations in residential zoning. No exterior changes were proposed to the house itself. Staff had not included a set of conditions in their report, because the ordinance conditions covered any potential impact in this case.

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

Mr. Ronald Jolane stated that he lived in Olathe, and he and his wife had been Ms. Abbot's clients for about ten years. They had seen her develop a good business and they intended to continue being clients in Lee's Summit. He stated that she was very professional and generous with the time she spent with her clients. She and her business would be an asset to Lee's Summit.

Ms. Amanda Sydes gave her address as 1502 SW 8th Terrace and stated that she was a near neighbor. She had known the Abbots for about a year and they were good neighbors.

Mr. Brian McGee gave his address as 104 N. Paire Street in Gardner Kansas and stated that he had been a client for 12 years, originally seeing Ms. Abbot about severe pain from a back injury. She had been very helpful and he was now pain-free thanks to the therapy. She'd had a major impact on his quality of life, and he also intended to remain a regular client. The community would be fortunate to have a family like the Abbots and Ms. Abbot's business.

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

Chairperson Norbury stated that for the business, Ms. Abbot would need a State license and a regular business license as well as a local massage therapy license, as well as a Special Use Permit. Ms. Abbot added that she also had to get general and professional liability insurance as well as appropriate insurance for their home. She would also need to form an LLC and have a State ID tax number; and she had already taken care of that.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:55 p.m. and asked for discussion among the Commission members.

Ms. Roberts expressed regret that this profession had been so widely maligned, to the point where clients might feel they had to defend her. With the general population aging, massage therapists might be appreciated more in the near future.

Chairperson Norbury then asked that staff and the City Council and CEDC do something to reduce the unnecessary and ridiculous number of hurdles that this kind of business had to jump through. A person who wanted to establish a massage therapy business in Lee's Summit had to pay twice the license fees and in general get over more hurdles than in any other kind of business the City allowed. It was based on nothing more or less than a social stigma placed upon professional massage therapists from decades ago that the City had simply never bothered fixed. He considered that there was no excuse for this and wanted it fixed. It was insane and offensive to impose these administrative burdens and additional expense on someone wanting to run an at-home business; and it was not likely that anyone else wanting to establish a business in their home would need to have clients drive in from Johnson County to vouch for their character. He emphasized to the people who had testified that he did appreciate their input.

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

Mr. Funk made a motion to recommend approval of Application PL2017-216, Special Use Permit for in-home massage therapy: In Good Hands Therapeutic Massage, 1508 SW 9th St.; Amy Abbott, applicant; subject to staff's letter of November 10, 2017. Mr. Lopez seconded.

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

On the motion of Mr. Funk, seconded by Mr. Lopez, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2017-216, Special Use Permit for in-home massage therapy: In Good Hands Therapeutic Massage, 1508 SW 9th St.; Amy Abbott, applicant; subject to staff's letter of November 10, 2017.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

OTHER AGENDA ITEMS

<p>5. Application #PL2017-196 -- FINAL PLAT -- North Park Village, 2nd Plat, Lots 53-93 and Tract F; Engineering Solutions LLC, applicant</p>
--

Chairperson Norbury opened the hearing at 6:00 p.m. and announced that the applicant had requested that Application PL2017-196 be continued to a date certain of November 28, 2017. He asked for a motion.

Mr. Funk made a motion to continue Application PL2017-196, Final Plat, North Park Village, 2nd Plat, Lots 53-93 and Tract F; Engineering Solutions LLC, applicant to a date certain of November 28, 2017. Ms. Roberts seconded.

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

On the motion of Mr. Funk, seconded by Ms. Roberts, the Planning Commission members voted unanimously by voice vote to **CONTINUE** Application PL2017-196, Final Plat: North Park Village, 2nd Plat, Lots 53-93 and Tract F; Engineering Solutions LLC, applicant to a date certain of November 28, 2017.

ROUNDTABLE

There were no Roundtable items at the meeting.

ADJOURNMENT

There being no further business, Chairperson Norbury adjourned the meeting at 6:02 p.m.

PC 111417

City of Lee's Summit

Development Services Department

December 8, 2017

TO: Planning Commission
PREPARED BY: Hector Soto, Jr., Current Planning Manager
CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services
RE: **Continued PUBLIC HEARING – Application #PL2017-203 – REZONING from AG to CP-2 and PRELIMINARY DEVELOPMENT PLAN – approximately 4.3 acres abutting the property at 1850 NE US 40 Hwy; IAC Life, applicant**

This item was initially heard at the November 14, 2017, Planning Commission meeting. Following the presentation and discussion, the Planning Commission continued the public hearing with the direction that the applicant prepare and present a concept plan depicting the potential development of the subject property to support the requested rezoning. The applicant has provided a concept plan depicting a single 5,600 sq. ft. office/retail building with parking lot. While the office/retail use is consistent with both the abutting parcel to the east and the Comprehensive Plan from a general standpoint, the plan does not provide a level of detail sufficient for staff to evaluate the feasibility of said plan. Even at a conceptual development plan level, the UDO requires that certain information be provided to reasonably demonstrate that existing or future site conditions can support proposed development. Based on the information provided at this time, staff cannot support the requested rezoning.

Commentary

The applicant requests to rezone approximately 4.3 acres from AG (Agricultural) to CP-2 (Planned Community Commercial) with no plans at this time to develop the subject property. According to the applicant, consideration will be given to place the property into a conservation area should the applicant choose not to pursue the future development of the property. The applicant owns the abutting 14.5-acre site at 1850 NE US 40 Hwy that is zoned CP-2 and is developed with a two-story office building.

A preliminary development plan application accompanies the rezoning application in accordance with the requirements of the UDO. However, the site plan simply reflects the current undeveloped state of the subject 4.3-acre AG-zoned property and the existing office development on the abutting 14.5-acre parcel; the plan does not include any concept for the future development of any of the property.

It is not the City's practice to rezone property for a commercial purpose without an associated plan for the actual development of said property. Staff does not support the requested rezoning.

Recommendation

Staff recommends **DENIAL** of the rezoning and preliminary development plan.

Zoning and Land Use Information

Location: approximately 4.3 acres abutting the property at 1850 NE US 40 Hwy to the west and south

Current Zoning: AG

Proposed Zoning: CP-2

Surrounding Zoning and Use:

North: CP-2 (Planned Community Commercial) – office

South (across US 40 Hwy): PI – golf driving range

East: CP-2 – office

West (located in Independence, MO): R-6 (Single Family Residential) – single-family residential

Site Characteristics. The subject 4.3 acres is an undeveloped heavily wooded parcel with significant slopes throughout the property.

Description and Character of Surrounding Area. The subject property is located along the northernmost limits of the city on the north side of the US 40 Hwy corridor. The property is bounded on the west by single-family residential development located within the Independence city limits; a 14.5-acre office building site on the north and east; and US 40 Hwy on the south.

Project Information

Current Use: undeveloped property

Proposed Use: no proposed use

Land area: 188,415 sq. ft. parcel (4.3 acres)

Public Notification

Neighborhood meeting conducted: n/a

Newspaper notification published: October 27, 2017

Radius notices mailed to properties within 185 feet: October 23, 2017

Process

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

Duration of Validity: Rezoning of a property goes into effect upon City Council final action and does not expire.

Preliminary development plan approval by the City Council shall not be valid for a period longer than twenty-four (24) months from the date of such approval, unless within such period a final development plan application is submitted. The City Council may grant one extension not exceeding twelve (12) months upon written request. In this case, there is no proposed development plan, but rather a plan that reflects the property’s existing undeveloped condition.

Unified Development Ordinance

Applicable Section(s)	Description
4.240, 4.250	Rezoning
4.300, 4.310, 4.320	Preliminary Development Plan
5.010	Zoning Districts

Comprehensive Plan

Focus Areas	Goals, Objectives and Policies
n/a (due to no development plan for the subject property)	n/a

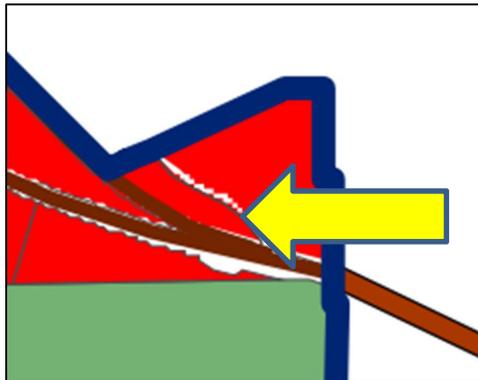
Background

- August 4, 1992 – The City Council approved the rezoning from AG to CP-2 and preliminary site plan (Appl. #1992-070) for the abutting 14.5-acre property addressed 1850 NE US 40 Hwy by Ordinance No. 3691. The subject property was not included in the rezoning as the two properties were separated by NE Joe Thomas Rd, which was since vacated in 2006.
- July 23, 1993 – City staff approved the minor plat (Appl. #1993-208) for Tarmac Place. The minor plat was recorded with the Jackson County Recorder of Deeds on August 13, 1993, by Instrument #1993-I-1207619.
- May 18, 2006 – The City Council approved the vacation of right-of-way (Appl. #2006-019) for NE Joe Thomas Rd by Ordinance No. 6191.

Analysis of Rezoning

Request. The applicant proposes to rezone an undeveloped 4.3-acre parcel from AG to CP-2 with no plans at this time to develop the subject property.

Comprehensive Plan. The Amended 2005 Lee’s Summit Comprehensive Plan shows the subject property and adjacent area within the city limits as retail (see image below).



Surrounding Land Uses. The property to the west is located outside the city limits in Independence and is developed as a single-family residential subdivision. The abutting 14.5-acre parcel to the north and east is developed with a single two-story office building. To the south are undeveloped parcels and a golf driving range.

Recommendation. Staff recommends denial of the proposed rezoning and preliminary development plan. The applicant has no plans at this time to develop the subject property. While the proposed rezoning to CP-2 would match the existing CP-2 zoning of the abutting 14.5-acre site under the same ownership, it is not the City’s practice to approve zoning on a speculative basis with no associated plan for the actual development of said property. Speculative rezoning of the property with no plan confers no benefit to the City and does not further the goals and objectives of good land use planning. Staff recommends that the property retain its existing AG zoning until such time as a plan for the development of the property is presented in conjunction with a rezoning application for proper evaluation.

Ordinance Criteria. The criteria enumerated in Article 5 were considered in analyzing this request.

- The proposed CP-2 zoning is consistent with existing zoning on adjacent property and the recommended land use in the Comprehensive Plan.
- The proposed rezoning is not accompanied by a plan for the development of the property and therefore neither fulfills a need in the community nor does it provide any economic impact to the community.
- Rezoning the property does not further the provision of public infrastructure to the area. The City of Lee's Summit does not provide water or sanitary sewer service to the subject property; water and sewer service is provided by the City of Independence. Road access is provided via US 40 Hwy, which is under MoDOT jurisdiction. The only public services provided to the property by the City of Lee's Summit are police and fire protection.

JJ/hsj

Attachments:

1. Rezoning Exhibit and Legal Description, date stamped October 23, 2017
2. Copy of Site Plan showing Existing Conditions, dated April 28, 1993
3. Rezoning Request Narrative from Applicant, date stamped September 21, 2017
4. Rezoning and Preliminary Development Plan Criteria
5. Location Map



LEE'S SUMMIT

M I S S O U R I

DEVELOPMENT REVIEW FORM
TRANSPORTATION IMPACT

DATE: December 4, 2017
SUBMITTAL DATE: December 4, 2017
APPLICATION #: PL2017203
PROJECT NAME: 1850 NE US 40 HWY

CONDUCTED BY: Michael K Park, PE, PTOE
PHONE: 816.969.1800
EMAIL: Michael.Park@cityofls.net
PROJECT TYPE: Prel Dev Plan (PDP)

SURROUNDING ENVIRONMENT (Streets, Developments)

The proposed development is located at 1850 NE US 40 Highway. The surrounding area includes undeveloped property to south of US 40 Highway and single family residences the north, east and west of the subject property. The subject property is partially developed with a not-for-profit Church/Child Montessori use.

ALLOWABLE ACCESS

The proposed development will be accessed from an existing private driveway shared with the existing land use that intersects US 40 Highway. There are no proposed changes to access along US 40 Highway. The existing driveway may or may not have adequate sight distance (this information has not been submitted by the applicant for staff review), but nonetheless remains a private matter along a state highway.

EXISTING STREET CHARACTERISTICS (Lanes, Speed limits, Sight Distance, Medians)

US 40 Highway is a four-lane, median divided, MoDOT highway that borders the proposed development to the south. No other public streets or highways subject to impact from trips generated by the proposed development are in the immediate vicinity of the proposed development. MoDOT may or may not require improvements to US 40 Highway in support of the development application (this information has not been submitted by the applicant to MoDOT for review), but such review by MoDOT can be done prior to future development activity and would be required for MoDOT permit approval.

ACCESS MANAGEMENT CODE COMPLIANCE? Yes No

No new access is proposed and the adjacent roadway is owned and maintained by MoDOT.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	90	45	45
A.M. Peak Hour	11	9	2
P.M. Peak Hour	14	5	9

The trip generation tabulated above represents a proposed small office building of 5,600 sq.ft.

TRANSPORTATION IMPACT STUDY REQUIRED? YES NO

The proposed development will not likely generate more than 100 vehicle trips to the surrounding street system during any given peak hour.

LIVABLE STREETS (Resolution 10-17) COMPLIANT EXCEPTIONS

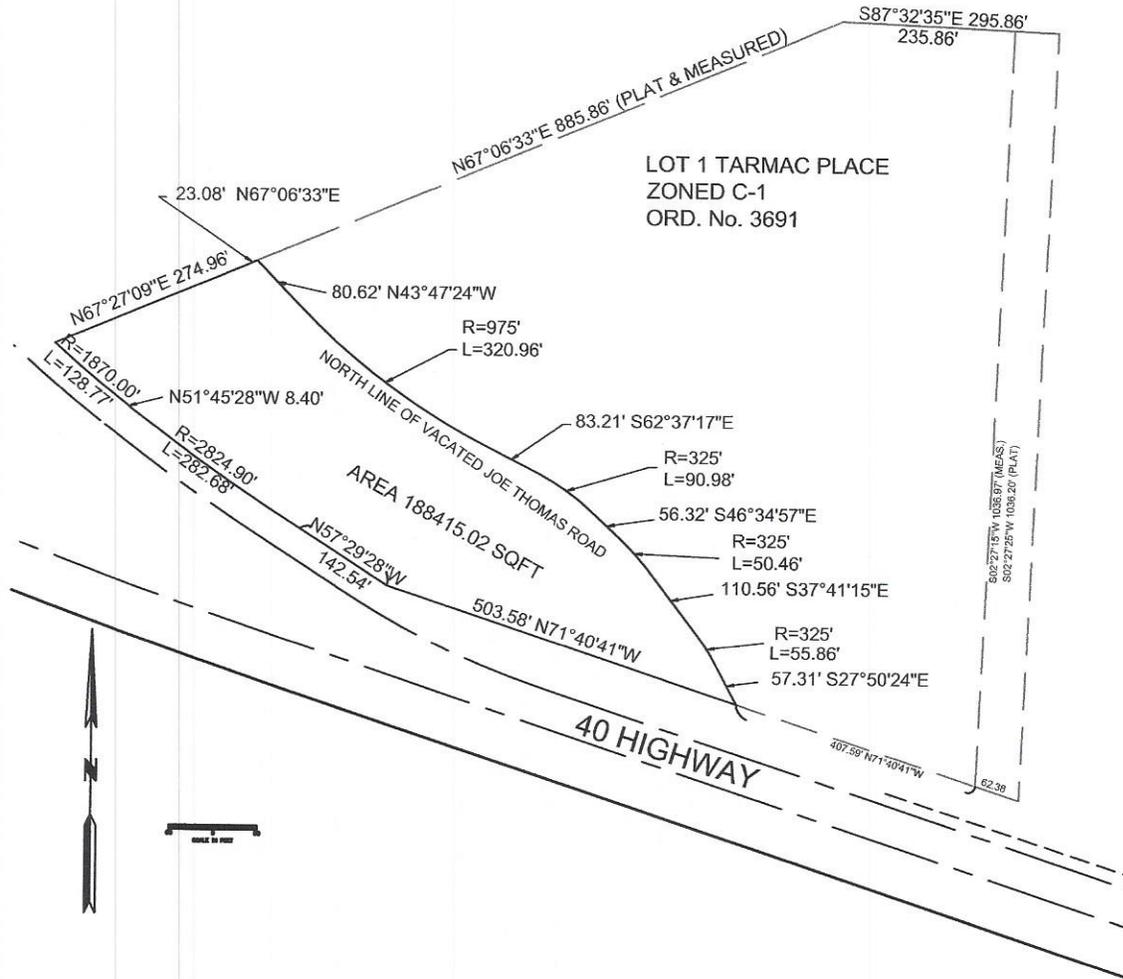
The proposed development plan includes all Livable Streets elements identified in the City's adopted Comprehensive Plan, associated Greenway Master Plan and Bicycle Transportation Plan attachments, and elements otherwise required by ordinances and standards given that no municipal roadways/streets are adjacent to or nearby the proposed development. No exceptions to the Livable Streets Policy adopted by Resolution 10-17 have been proposed.

RECOMMENDATION: APPROVAL DENIAL N/A STIPULATIONS

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

Staff recommends approval of the proposed preliminary development plan.

REZONING MAP

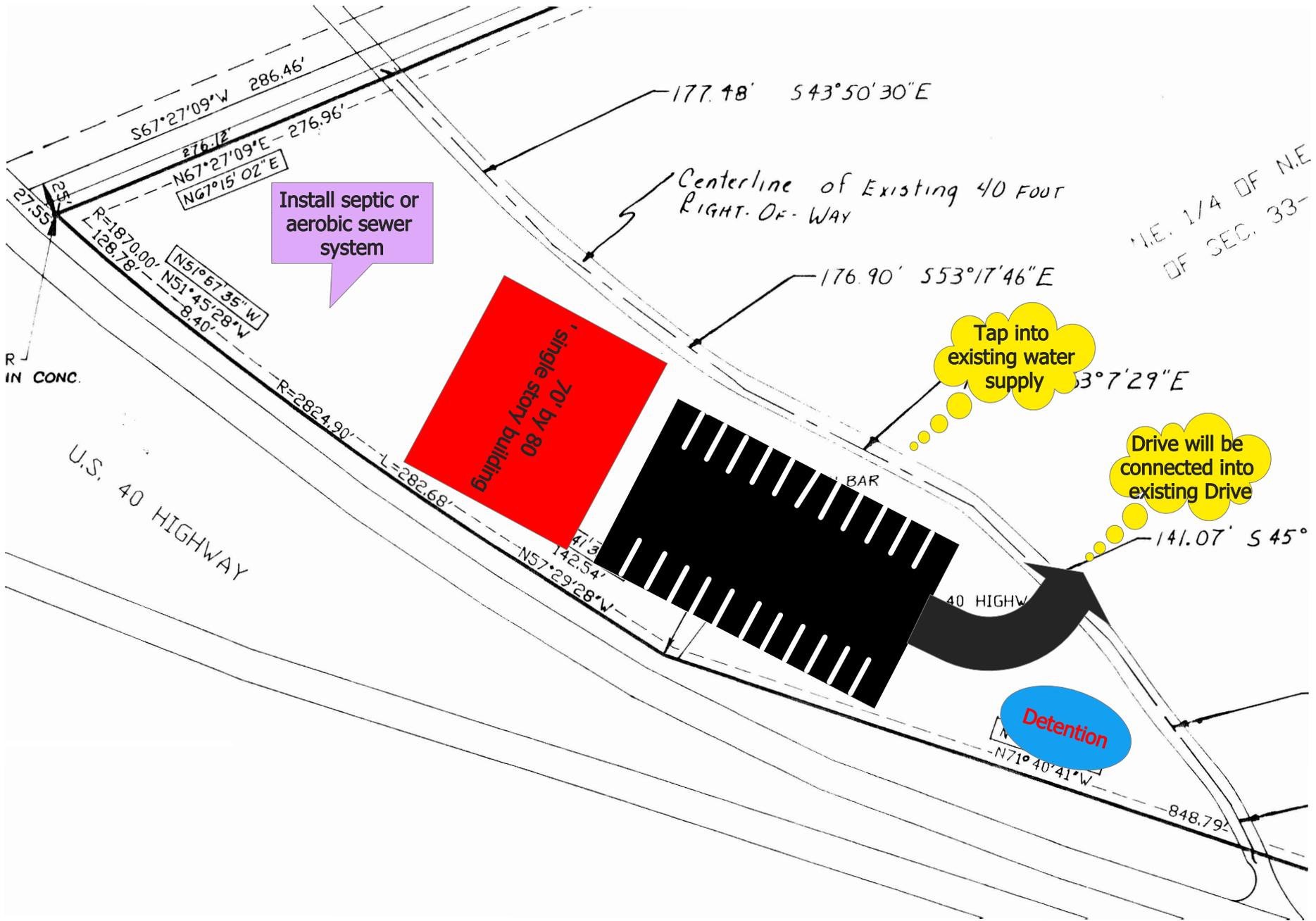


All that part of Lot 1, TARMAC Place, Lees Summit, Jackson County, Missouri, beginning at the most westerly corner of Lot 1 Tarmac place; thence North 67 degrees 27 minutes 9 seconds East a distance of 274.96 feet; thence North 67 degrees 6 minutes 33 seconds East a distance of 23.08 feet; thence South 43 degrees 47 minutes 24 seconds East a distance of 80.62 feet; thence along a curve to the left with a radius of 975 feet and a length of 320.46 feet; thence South 62 degrees 37 minutes 17 seconds East a distance of 83.21 feet; thence along a curve to the right with An initial tangent bearing of South 62 degrees 32 minutes 1 second East, a radius of 325 feet and a length of 90.98 feet; thence South 46 degrees 34 minutes 57 seconds East a distance of 56.32 feet; thence along a curve to the right with a radius of 325 feet and a length of 50.46 feet; thence South 37 degrees 41 minutes 15 seconds East a distance of 110.56 feet; thence along a curve to the right with a radius of 325.00 feet and a length of 55.86 feet; thence South 27 degrees 50 minutes 24 seconds East a distance of 57.31 feet; Thence North 71 degrees 40 minutes 41 seconds West a distance of 503.57 feet; thence North 57 degrees 29 minutes 28 seconds West a distance of 142.54 feet; thence along a curve to the right having a radius of 2824.90 feet and a length of 282.68 feet; thence North 51 degrees 45 minutes 28 seconds East a distance of 8.4 feet; thence along a curve to the right with a radius of 1870.00 feet and a length of 128.77 feet to the point of beginning. Containing; 188,415.02 feet.

LEE BODENHEIMER, P.E., L.S.
Professional Engineer - Land Surveyor



CONSTRUCTION ENGINEERING SERVICES, INC.
16810-C East 40 Highway
Independence, MO 64055
(816)478-2323
lee@engineeringkc.com
SCALE: 1"=60'
DATE: 9/6/2017
JOB NO: TARMAC



Install septic or aerobic sewer system

70' by 80' single story building

Tap into existing water supply

Drive will be connected into existing Drive

Detention

177.48' 543°50'30"E

Centerline of Existing 40 Foot RIGHT-OF-WAY

176.90' 553°17'46"E

13°7'29"E

141.07' S 45°

S67°27'09"W 286.46'

276.12' N67°27'09"E - 276.96'

N67°15'02"E

N51°67'35"W
N51°45'28"W
8.40'

R=2824.90'

L=282.68'

142.54'

N57°29'28"W

N71°40'41"W

848.79'

R IN CONC.

U.S. 40 HIGHWAY

N.E. 1/4 OF N.E. OF SEC. 33-

40 HIGHWAY

BAR



930 E. 2nd
Edmond, OK 73034

Lee's Summit "Planning Commission & City Council"

Re: Tar Mac Place 1850 NE US HWY

Dear Sir,

IAC Life would like to re-zone the approximately 4 acres of land (parcel # 34-700-01-13) from AG to CP2. This parcel was not re-zoned with the remainder of the land in 1992. After successful re-zoning, should IAC Life choose not to proceed with the development of this parcel, consideration would be given to placing this approximately 4 acres into a conservation area. IRC 170(h) Qualified Conservation Contribution.

Regards,

Lonnie Gilliland

A handwritten signature in blue ink, appearing to read "Lonnie Gilliland", is written over the typed name.

Contact Information:

James L Harlin, Chairman, President & CEO

jharlin@iaclife.com

405-285-0838 Ext 110

Lonnie Gilliland

louiegiii@aol.com

Cell: 405-314-7891

RECEIVED

SEP 21 2017

Development Services

- 2017 - 208 -

REZONING CRITERIA

UDO Section 4.250.B.

Criteria for considering rezoning applications. In considering any application for rezoning, the Commission and the Governing Body may give consideration to the criteria stated below, to the extent they are pertinent to the particular application. The Commission and Governing Body may also consider other factors that may be relevant to a particular application.

1. The character of the neighborhood;
2. The existing and any proposed zoning and uses of adjacent properties, and the extent to which the proposed use is compatible with the adjacent zoning and uses;
3. The extent to which the proposed use facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
4. The suitability of the property for the uses to which it has been restricted under the applicable zoning district regulations;
5. The length of time, if any, the property has remained vacant as zoned;
6. The extent to which the proposed use will negatively affect the aesthetics of the property and neighboring property;
7. The extent to which the proposed use will seriously injure the appropriate use of, or detrimentally affect, neighboring property;
8. The extent to which the proposed use will adversely affect the capacity or safety of the portions of the street network impacted by the use, or present parking problems in the vicinity of the property;
9. The extent to which the proposed use will create excessive storm water runoff, air pollution, water pollution, noise pollution or other environmental harm;
10. The extent to which the proposed use will negatively affect the values of the property or neighboring properties;
11. The extent to which there is a need for the use in the community;
12. The economic impact of the proposed use on the community;
13. The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to the UDO;
14. The extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use;
15. The gain, if any, to the public health, safety and welfare due to approval of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application;
16. The conformance of the proposed use to the Comprehensive Plan, the Major Street Plan, the Capital Improvement Plan, and other adopted planning policies;
17. The recommendation of professional staff;
18. The consistency of the proposed use with the permitted uses and the uses subject to conditions in the district which the proposed rezoning or special use is located.

Packet Information

File #: BILL NO. 17-279, **Version:** 1

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG TO CP-2 AND APPROVING A PRELIMINARY DEVELOPMENT PLAN ON APPROXIMATELY 4.3 ACRES ABUTTING 1850 NE US 40 HIGHWAY, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG TO CP-2 AND APPROVING A PRELIMINARY DEVELOPMENT PLAN ON APPROXIMATELY 4.3 ACRES ABUTTING 1850 NE US 40 HIGHWAY, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 17-279

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG TO CP-2 AND APPROVING A PRELIMINARY DEVELOPMENT PLAN ON APPROXIMATELY 4.3 ACRES ABUTTING 1850 NE US 40 HIGHWAY, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2017-203 requesting a change in zoning classification from District AG (Agricultural) to District CP-2 (Planned Community Commercial District) and approving a preliminary development plan on approximately 4.3 acres abutting 1850 NE US 40 Highway, submitted by IAC Life was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the request on November 14, 2017, and December 12, 2017, and rendered a report to the City Council recommending that the zoning requested and the preliminary development plan be denied; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on December 21, 2017, and rendered a decision to rezone said property and approve the preliminary development plan for said property.

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

SECTION 1. That the following described property is hereby rezoned from District AG to CP-2:

All that part of Lot 1, Tarmac Place, Lee's Summit, Jackson County, Missouri, beginning at the most westerly corner of Lot 1 Tarmac Place; thence North 67 degrees 27 minutes 9 seconds East a distance of 274.96 feet; thence North 67 degrees 6 minutes 33 seconds East a distance of 23.08 feet; thence South 43 degrees 47 minutes 24 seconds East a distance of 80.62 feet; thence along a curve to the left with a radius of 975 feet and a length of 320.46 feet; thence South 62 degrees 37 minutes 17 seconds East a distance of 83.21 feet; thence along a curve to the right with an initial tangent bearing of South 62 degrees 32 minutes 1 second East, a radius of 325 feet and a length of 90.98 feet; thence South 46 degrees 34 minutes 57 seconds East a distance of 56.32; thence along a curve to the right with a radius of 325 feet and a length of 50.46 feet; thence South 37 degrees 41 minutes 15 seconds East a distance of 110.56 feet; thence along a curve to the right with a radius of 325.00 feet and a length of 55.86 feet; thence South 27 degrees 50 minutes 24 seconds East a distance of 57.31 feet; thence North 71 degrees 40 minutes 41 seconds West a distance of 503.57 feet; thence North 57 degrees 29 minutes 28 seconds West a distance of 142.54 feet; thence along a curve to the right having a radius of 2824.80 feet and a length of 282.68 feet; thence North 51 degrees 45 minutes 28 seconds East a distance of 8.4 feet; thence along a curve to

BILL NO. 17-279

the right with a radius of 1870.00 feet and a length of 128.77 feet to the point of beginning. Containing 188,415.02 square feet.

SECTION 2. That the following conditions of approval apply:

1. Development of any portion of the subject 4.3 acres shall require approval of a preliminary development plan submitted under separate application.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgment on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgment.

SECTION 4. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance, enacted by Ordinance No. 5209 and amended from time to time.

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian W. Head

City of Lee's Summit

Development Services Department

December 8, 2017

TO: Planning Commission
PREPARED BY: Hector Soto, Jr., Current Planning Manager
CHECKED BY: Josh Johnson, AICP, Assistant Director of Plan Services
RE: **Continued PUBLIC HEARING – Application #PL2017-203 – REZONING from AG to CP-2 and PRELIMINARY DEVELOPMENT PLAN – approximately 4.3 acres abutting the property at 1850 NE US 40 Hwy; IAC Life, applicant**

This item was initially heard at the November 14, 2017, Planning Commission meeting. Following the presentation and discussion, the Planning Commission continued the public hearing with the direction that the applicant prepare and present a concept plan depicting the potential development of the subject property to support the requested rezoning. The applicant has provided a concept plan depicting a single 5,600 sq. ft. office/retail building with parking lot. While the office/retail use is consistent with both the abutting parcel to the east and the Comprehensive Plan from a general standpoint, the plan does not provide a level of detail sufficient for staff to evaluate the feasibility of said plan. Even at a conceptual development plan level, the UDO requires that certain information be provided to reasonably demonstrate that existing or future site conditions can support proposed development. Based on the information provided at this time, staff cannot support the requested rezoning.

Commentary

The applicant requests to rezone approximately 4.3 acres from AG (Agricultural) to CP-2 (Planned Community Commercial) with no plans at this time to develop the subject property. According to the applicant, consideration will be given to place the property into a conservation area should the applicant choose not to pursue the future development of the property. The applicant owns the abutting 14.5-acre site at 1850 NE US 40 Hwy that is zoned CP-2 and is developed with a two-story office building.

A preliminary development plan application accompanies the rezoning application in accordance with the requirements of the UDO. However, the site plan simply reflects the current undeveloped state of the subject 4.3-acre AG-zoned property and the existing office development on the abutting 14.5-acre parcel; the plan does not include any concept for the future development of any of the property.

It is not the City's practice to rezone property for a commercial purpose without an associated plan for the actual development of said property. Staff does not support the requested rezoning.

Recommendation

Staff recommends **DENIAL** of the rezoning and preliminary development plan.

Zoning and Land Use Information

Location: approximately 4.3 acres abutting the property at 1850 NE US 40 Hwy to the west and south

Current Zoning: AG

Proposed Zoning: CP-2

Surrounding Zoning and Use:

North: CP-2 (Planned Community Commercial) – office

South (across US 40 Hwy): PI – golf driving range

East: CP-2 – office

West (located in Independence, MO): R-6 (Single Family Residential) – single-family residential

Site Characteristics. The subject 4.3 acres is an undeveloped heavily wooded parcel with significant slopes throughout the property.

Description and Character of Surrounding Area. The subject property is located along the northernmost limits of the city on the north side of the US 40 Hwy corridor. The property is bounded on the west by single-family residential development located within the Independence city limits; a 14.5-acre office building site on the north and east; and US 40 Hwy on the south.

Project Information

Current Use: undeveloped property

Proposed Use: no proposed use

Land area: 188,415 sq. ft. parcel (4.3 acres)

Public Notification

Neighborhood meeting conducted: n/a

Newspaper notification published: October 27, 2017

Radius notices mailed to properties within 185 feet: October 23, 2017

Process

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

Duration of Validity: Rezoning of a property goes into effect upon City Council final action and does not expire.

Preliminary development plan approval by the City Council shall not be valid for a period longer than twenty-four (24) months from the date of such approval, unless within such period a final development plan application is submitted. The City Council may grant one extension not exceeding twelve (12) months upon written request. In this case, there is no proposed development plan, but rather a plan that reflects the property’s existing undeveloped condition.

Unified Development Ordinance

Applicable Section(s)	Description
4.240, 4.250	Rezoning
4.300, 4.310, 4.320	Preliminary Development Plan
5.010	Zoning Districts

Comprehensive Plan

Focus Areas	Goals, Objectives and Policies
n/a (due to no development plan for the subject property)	n/a

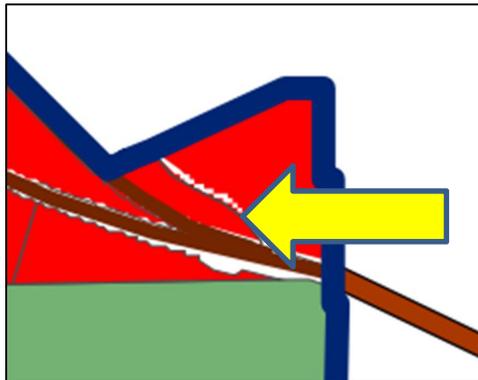
Background

- August 4, 1992 – The City Council approved the rezoning from AG to CP-2 and preliminary site plan (Appl. #1992-070) for the abutting 14.5-acre property addressed 1850 NE US 40 Hwy by Ordinance No. 3691. The subject property was not included in the rezoning as the two properties were separated by NE Joe Thomas Rd, which was since vacated in 2006.
- July 23, 1993 – City staff approved the minor plat (Appl. #1993-208) for Tarmac Place. The minor plat was recorded with the Jackson County Recorder of Deeds on August 13, 1993, by Instrument #1993-I-1207619.
- May 18, 2006 – The City Council approved the vacation of right-of-way (Appl. #2006-019) for NE Joe Thomas Rd by Ordinance No. 6191.

Analysis of Rezoning

Request. The applicant proposes to rezone an undeveloped 4.3-acre parcel from AG to CP-2 with no plans at this time to develop the subject property.

Comprehensive Plan. The Amended 2005 Lee’s Summit Comprehensive Plan shows the subject property and adjacent area within the city limits as retail (see image below).



Surrounding Land Uses. The property to the west is located outside the city limits in Independence and is developed as a single-family residential subdivision. The abutting 14.5-acre parcel to the north and east is developed with a single two-story office building. To the south are undeveloped parcels and a golf driving range.

Recommendation. Staff recommends denial of the proposed rezoning and preliminary development plan. The applicant has no plans at this time to develop the subject property. While the proposed rezoning to CP-2 would match the existing CP-2 zoning of the abutting 14.5-acre site under the same ownership, it is not the City’s practice to approve zoning on a speculative basis with no associated plan for the actual development of said property. Speculative rezoning of the property with no plan confers no benefit to the City and does not further the goals and objectives of good land use planning. Staff recommends that the property retain its existing AG zoning until such time as a plan for the development of the property is presented in conjunction with a rezoning application for proper evaluation.

Ordinance Criteria. The criteria enumerated in Article 5 were considered in analyzing this request.

- The proposed CP-2 zoning is consistent with existing zoning on adjacent property and the recommended land use in the Comprehensive Plan.
- The proposed rezoning is not accompanied by a plan for the development of the property and therefore neither fulfills a need in the community nor does it provide any economic impact to the community.
- Rezoning the property does not further the provision of public infrastructure to the area. The City of Lee's Summit does not provide water or sanitary sewer service to the subject property; water and sewer service is provided by the City of Independence. Road access is provided via US 40 Hwy, which is under MoDOT jurisdiction. The only public services provided to the property by the City of Lee's Summit are police and fire protection.

JJ/hsj

Attachments:

1. Rezoning Exhibit and Legal Description, date stamped October 23, 2017
2. Copy of Site Plan showing Existing Conditions, dated April 28, 1993
3. Rezoning Request Narrative from Applicant, date stamped September 21, 2017
4. Rezoning and Preliminary Development Plan Criteria
5. Location Map



LEE'S SUMMIT

M I S S O U R I

DEVELOPMENT REVIEW FORM
TRANSPORTATION IMPACT

DATE: December 4, 2017
SUBMITTAL DATE: December 4, 2017
APPLICATION #: PL2017203
PROJECT NAME: 1850 NE US 40 HWY

CONDUCTED BY: Michael K Park, PE, PTOE
PHONE: 816.969.1800
EMAIL: Michael.Park@cityofls.net
PROJECT TYPE: Prel Dev Plan (PDP)

SURROUNDING ENVIRONMENT (Streets, Developments)

The proposed development is located at 1850 NE US 40 Highway. The surrounding area includes undeveloped property to south of US 40 Highway and single family residences the north, east and west of the subject property. The subject property is partially developed with a not-for-profit Church/Child Montessori use.

ALLOWABLE ACCESS

The proposed development will be accessed from an existing private driveway shared with the existing land use that intersects US 40 Highway. There are no proposed changes to access along US 40 Highway. The existing driveway may or may not have adequate sight distance (this information has not been submitted by the applicant for staff review), but nonetheless remains a private matter along a state highway.

EXISTING STREET CHARACTERISTICS (Lanes, Speed limits, Sight Distance, Medians)

US 40 Highway is a four-lane, median divided, MoDOT highway that borders the proposed development to the south. No other public streets or highways subject to impact from trips generated by the proposed development are in the immediate vicinity of the proposed development. MoDOT may or may not require improvements to US 40 Highway in support of the development application (this information has not been submitted by the applicant to MoDOT for review), but such review by MoDOT can be done prior to future development activity and would be required for MoDOT permit approval.

ACCESS MANAGEMENT CODE COMPLIANCE? Yes No

No new access is proposed and the adjacent roadway is owned and maintained by MoDOT.

TRIP GENERATION

Time Period	Total	In	Out
Weekday	90	45	45
A.M. Peak Hour	11	9	2
P.M. Peak Hour	14	5	9

The trip generation tabulated above represents a proposed small office building of 5,600 sq.ft.

TRANSPORTATION IMPACT STUDY REQUIRED? YES NO

The proposed development will not likely generate more than 100 vehicle trips to the surrounding street system during any given peak hour.

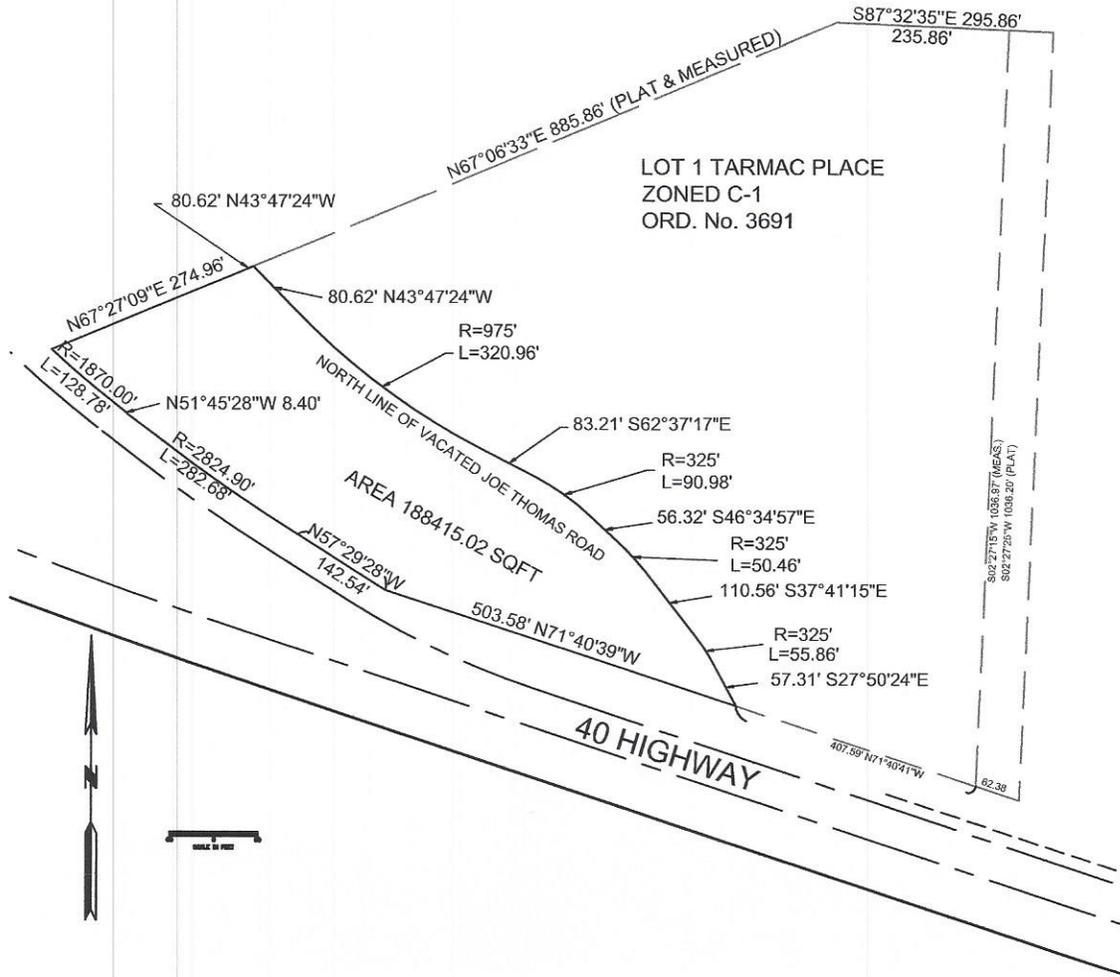
LIVABLE STREETS (Resolution 10-17) COMPLIANT EXCEPTIONS

The proposed development plan includes all Livable Streets elements identified in the City's adopted Comprehensive Plan, associated Greenway Master Plan and Bicycle Transportation Plan attachments, and elements otherwise required by ordinances and standards given that no municipal roadways/streets are adjacent to or nearby the proposed development. No exceptions to the Livable Streets Policy adopted by Resolution 10-17 have been proposed.

RECOMMENDATION: APPROVAL DENIAL N/A STIPULATIONS
Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

Staff recommends approval of the proposed preliminary development plan.

REZONING MAP



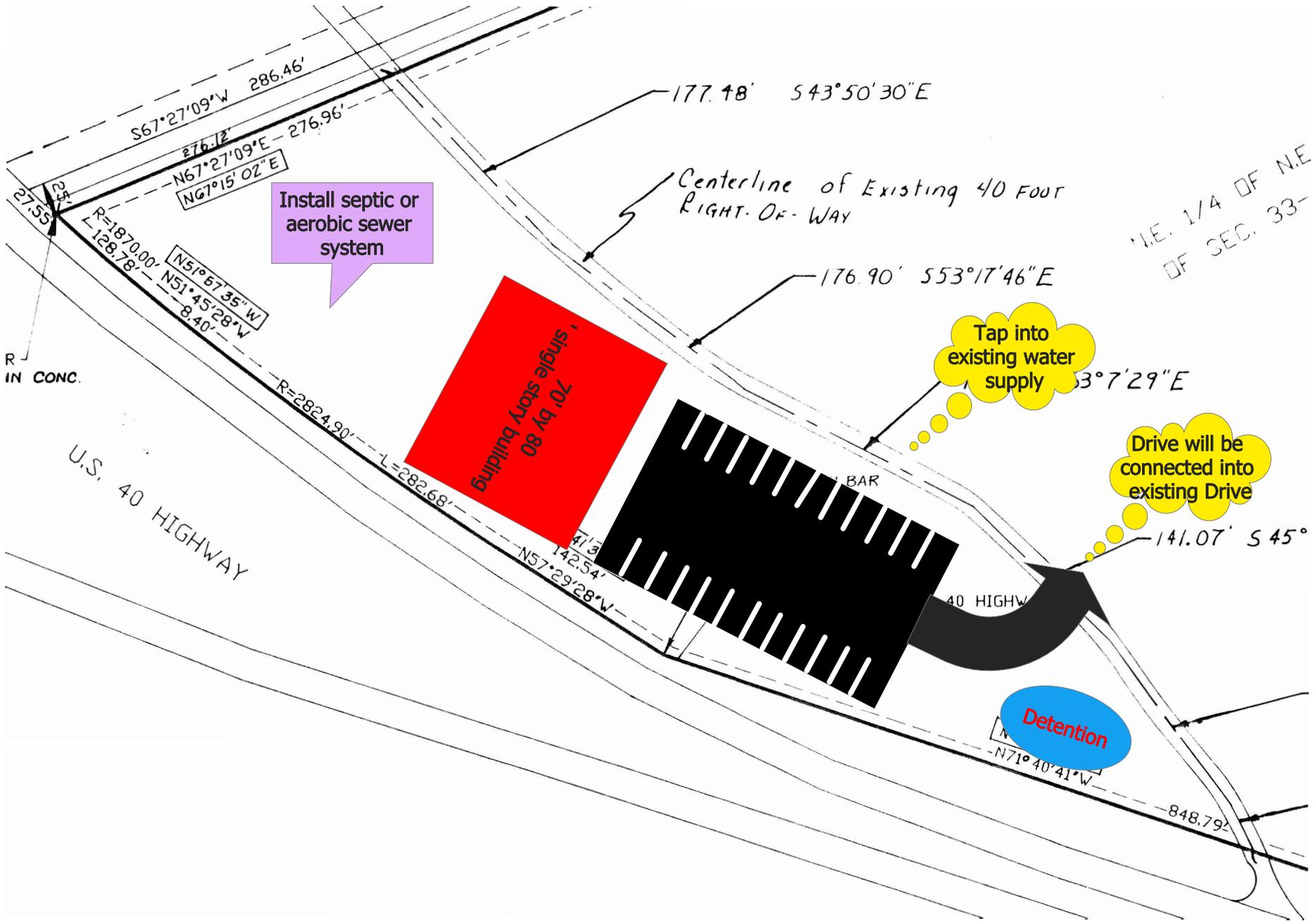
All that part of Lot 1, TARMAC Place, Lees Summit, Jackson County, Missouri, beginning at the most westerly corner of Lot 1 Tarmac place; thence North 67 degrees 27 minutes 9 seconds East a distance of 274.96 feet; thence North 67 degrees 6 minutes 33 seconds East a distance of 23.08 feet; thence South 43 degrees 47 minutes 24 seconds East a distance of 80.62 feet; thence along a curve to the left with a radius of 975 feet and a length of 320.46 feet; thence South 62 degrees 37 minutes 17 seconds East a distance of 83.21 feet; thence along a curve to the right with An initial tangent bearing of South 62 degrees 32 minutes 1 second East, a radius of 325 feet and a length of 90.98 feet; thence South 46 degrees 34 minutes 57 seconds East a distance of 56.32 feet; thence along a curve to the right with a radius of 325 feet and a length of 50.46 feet; thence South 37 degrees 41 minutes 15 seconds East a distance of 110.56 feet; thence along a curve to the right with a radius of 325.00 feet and a length of 55.86 feet; thence South 27 degrees 50 minutes 24 seconds East a distance of 57.31 feet; Thence North 71 degrees 40 minutes 41 seconds West a distance of 503.57 feet; thence North 57 degrees 29 minutes 28 seconds West a distance of 142.54 feet; thence along a curve to the right having a radius of 2824.90 feet and a length of 282.68 feet; thence North 51 degrees 45 minutes 28 seconds East a distance of 8.4 feet; thence along a curve to the right with a radius of 1870.00 feet and a length of 128.77 feet to the point of beginning. Containing; 188,415.02 feet.



CONSTRUCTION ENGINEERING SERVICES, INC.

16810-C East 40 Highway
 Independence, MO 64055
 (816)478-2323
 lee@engineeringkc.com
 SCALE: 1"=60'
 DATE: 9/6/2017
 JOB NO: TARMAC

LEE BODENHEIMER, P.E., L.S.
 Professional Engineer - Land Surveyor





930 E. 2nd
Edmond, OK 73034

Lee's Summit "Planning Commission & City Council"

Re: Tar Mac Place 1850 NE US HWY

Dear Sir,

IAC Life would like to re-zone the approximately 4 acres of land (parcel # 34-700-01-13) from AG to CP2. This parcel was not re-zoned with the remainder of the land in 1992. After successful re-zoning, should IAC Life choose not to proceed with the development of this parcel, consideration would be given to placing this approximately 4 acres into a conservation area. IRC 170(h) Qualified Conservation Contribution.

Regards,

Lonnie Gilliland

A handwritten signature in blue ink, appearing to read "Lonnie Gilliland", is written over the typed name.

Contact Information:

James L Harlin, Chairman, President & CEO

jharlin@iaclife.com

405-285-0838 Ext 110

Lonnie Gilliland

louiegiii@aol.com

Cell: 405-314-7891

RECEIVED

SEP 21 2017

Development Services

- 2017 - 208 -

**Appl. #PL2017-203 REZ and PDP
approximately 4.3 acres;
IAC Life, applicant**



Packet Information

File #: BILL NO. 17-280, **Version:** 1

AN ORDINANCE AMENDING THE ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE CITY OF LEE'S SUMMIT.

Issue/Request:

AN ORDINANCE AMENDING THE ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE CITY OF LEE'S SUMMIT.

Key Issues:

At the December 14, 2017 City Council meeting staff provided a presentation and review of the proposed amendments to the Economic Development Incentive Policy. The approval of the attached ordinance will incorporate the amendments into the Policy.

Proposed City Council Motion:

AN ORDINANCE AMENDING THE ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE CITY OF LEE'S SUMMIT - I move for second reading.

Background:

In February 2015, the City Council adopted Ordinance #7588 creating the Economic Development Incentive Policy.

In October 2015, the City Council amended the Policy by adoption of Ordinance #7725.

Since that time staff has administratively updated the policy as changes in City Council have occurred as needed.

In August 2017, staff presented the Community and Economic Development Committee (CEDC) with an overview of the City's Economic Development Incentive Policy and how it has been utilized. In addition, staff provided suggestions to the CEDC for consideration and received feedback to incorporate these suggested changes within the Policy.

On September 8, 2017 staff presented the CEDC with proposed amendments incorporated into the Policy along with an ordinance to consider for recommendation to full City Council. The CEDC recommended the Council approve the amendments to the Policy and requested staff provide a presentation first to the City Council, prior to the City Council considering the ordinance to adopt the proposed amendments.

Presenter: Mark Dunning, Assistant City Manager

Recommendation: Staff recommends approval of the ordinance

Committee Recommendation:

The Community and Economic Development Committee recommended the Council approve the amendments to the Economic Development Incentive Policy after staff presented an overview of the Policy and proposed amendments to the City Council.

BILL NO. 17-280

AN ORDINANCE AMENDING THE ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, on February 19, 2015, the City Council of the City of Lee's Summit, Missouri passed Ordinance No. 7588, which adopted an Economic Development Incentive Policy for the City of Lee's Summit; and,

WHEREAS, the City Council adopted the first amendment to the Economic Development Incentive Policy by passage of Ordinance No. 7725 on October 1, 2015; and,

WHEREAS, a series of Administrative Updates to the Economic Development Incentive Policy were completed by City Staff on June 21, 2016; and,

WHEREAS, the Economic Development Incentive Policy was created to inform prospective investors and developers of the City's development goals and outcomes while also providing a more efficient process for review and approval of various development incentive requests; and,

WHEREAS, the City Council now wishes to adopt a second series of amendments to the Economic Development Incentive Policy to achieve the following:

- 1) Incorporate language and information regarding targeted areas for redevelopment within the community and update language to more accurately reflect the current status of various targeted areas;
- 2) Clarify that incentive requests may be considered for projects outside of targeted areas;
- 3) Update the Community Profile to more accurately reflect current population, demographics, and new developments to the City;
- 4) Provide clarification through various language updates;
- 5) Identify various priorities within guidelines and provide updates to guidelines;
- 6) Update the Policies applicable to the application and approval process to include pre-application conferences with staff prior to a conceptual presentation to the City Council;
- 7) Provide revisions and updates to guidelines for developers and applicants;
- 8) Identify revisions to general policy language; and,
- 9) Clearly label exhibits contained within the document.

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

SECTION 1. That the Economic Development Incentive Policy attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein be and is hereby approved and adopted by the City of Lee's Summit, Missouri.

SECTION 2. That said Exhibit A shall hereby supersede the prior Economic Development Policy previously adopted by Ordinance No. 7725.

BILL NO. 17-280

SECTION 3. That should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

SECTION 4. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*



Economic Development
Incentive Policy



LEE'S SUMMIT
MISSOURI

Adopted by ordinance #7588 on;

February 19, 2015

Amended on;

October 1, 2015

November 16, 2017

Administrative Updates;

June 21, 2016

June 26, 2017

Table of Contents

ECONOMIC DEVELOPMENT VISION	4
INCENTIVE MATRIX.....	4
AREAS OF FOCUS.....	4
TARGETED OUTCOMES.....	5
TARGETED AREAS.....	6
COMMUNITY PROFILE.....	11
DEMOGRAPHICS.....	11
MAYOR & CITY COUNCIL	12
COMMUNITY PARTNERS	13
OVERVIEW OF FINANCIAL TOOLS AND INCENTIVES.....	14
PURPOSE.....	14
SPECIAL TAXING DISTRICTS	14
TAX ABATEMENT	14
REDIRECTION OF INCREMENTAL INCREASES IN TAXES.....	14
APPLICATION AND REVIEW PROCESS	24
GUIDELINES FOR DEVELOPERS AND APPLICANTS	25
GENERAL POLICIES	26
INCENTIVE APPLICATION CHECKLIST	27
SAMPLE FUNDING AGREEMENT	28

ECONOMIC DEVELOPMENT VISION

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

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

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

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

USE OF INCENTIVES

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

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

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

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

STRATEGIC DIRECTION

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

Targeted Outcomes

The City is seeking investment that supports or benefits;

- **The development and maintenance of infrastructure**

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

- **Attracts or retains targeted businesses**

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

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

- **Preserves or enhances residential developments**

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

- **Allows for business retention or expansion**

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

- **Helps generate a positive community image**

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

TARGETED AREAS FOR DEVELOPMENT/REDEVELOPMENT

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

Douglas/Tudor Rd. Targeted Planning Area:

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

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

I-470 North Targeted Planning Area:

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

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

Airport Targeted Planning Area:

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

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

I-470 Chipman/Colbern Targeted Planning Area:

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

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

View High Corridor Targeted Planning Area:

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

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

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

Downtown Core Targeted Planning Area:

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

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

M-291 North Corridor Targeted Planning Area:

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

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

US 50 Hwy Corridor Targeted Planning Area:

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

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

South M-291 Targeted Planning Area:

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

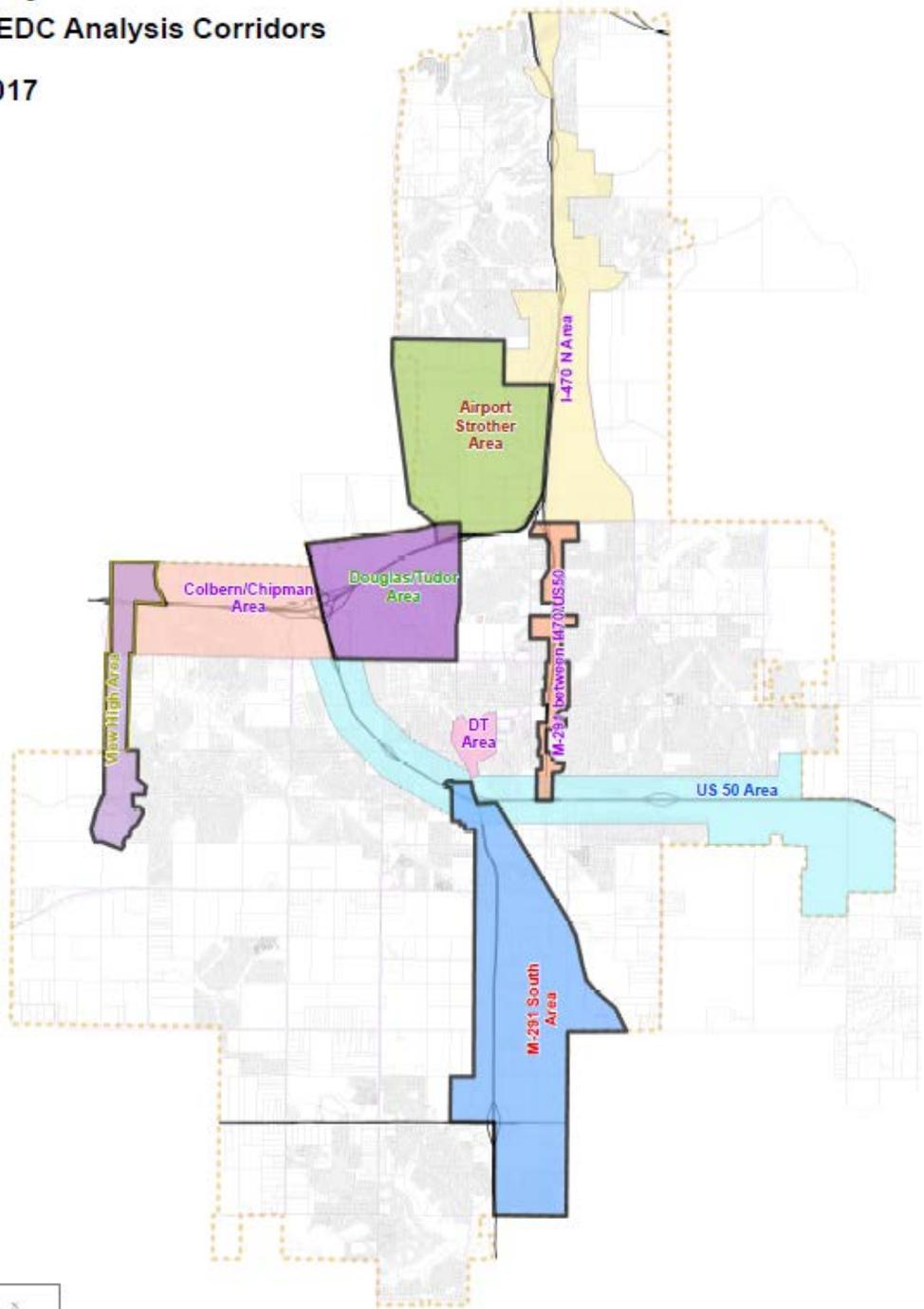
General overview: Redevelopment of the existing Pine Tree Plaza shopping center has recently received approval, and redevelopment opportunities exist with the South M-291 corridor immediately south of US 50 Hwy with the Adesa and Calmar sites and The Grove mixed-use development. A new Wal-Mart opened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

TARGETED AREAS FOR DEVELOPMENT

City of Lee's Summit

CEDC Analysis Corridors

2017





APPENDIX

Guidelines & Resources



COMMUNITY PROFILE

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

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

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

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

Demographics

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

Transportation Corridors

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

Employment and Economy

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

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

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

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

CITY OF LEE’S SUMMIT MAYOR AND CITY COUNCIL



Mayor Randy Rhoads

District 1



Rob Binney



Diane Forte

District 2



Trish Carlyle



Craig Faith

District 3



Diane Seif



Phyllis Q. Edson

District 4



Dave Mosby



Fred DeMoro

Community Partners

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

Lee's Summit Economic Development Council

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

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

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



Lee's Summit Chamber of Commerce

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

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

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



Downtown Lee's Summit Main Street

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

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

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



ECONOMIC DEVELOPMENT POLICY STATEMENT

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

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

OVERVIEW OF FINANCIAL TOOLS AND INCENTIVES

Purpose

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

CATEGORIES

Special Taxing Districts

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

Property Tax Abatement

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

Tax Increment Financing (TIF)

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

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

Definitions and Guidelines

Community Improvement District (CID)

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

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

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

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

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

Guidelines:

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

Transportation Development District (TDD)

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

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

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

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

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

Guidelines:

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

Neighborhood Improvement District (NID)

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

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

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

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

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

Guidelines:

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

Land Clearance for Redevelopment Authority (LCRA)

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

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

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

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

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

Guidelines:

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

Site-Specific Incentives

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

Extraordinary Qualification Criteria:

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

Industrial Development Bonds (Chapter 100)

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

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

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

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

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

Guidelines:

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

Urban Redevelopment Corporations (Chapter 353)

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

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

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

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

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

Guidelines:

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

Site Specific Incentives

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

Extraordinary Qualification Criteria:

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

Development Agreements

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

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

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

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

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

Guidelines:

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

Tax Increment Financing (TIF)

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

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

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

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

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

Guidelines:

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

Site Specific Incentives

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

Extraordinary Qualification Criteria:

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

Guidelines:

- Sales tax reimbursements shall only be considered for public improvements

APPLICATION AND REVIEW PROCESS

Purpose

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

Overview of Application and Approval Process

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

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

Policy

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

GUIDELINES FOR DEVELOPERS AND APPLICANTS

Purpose

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

Policy

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

GENERAL POLICIES

Purpose

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

Policy

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



Exhibit A
Financial Incentive Pre-Application Worksheet

DATE: _____ APPLICANT: _____

ADDRESS: _____

PHONE #: _____ EMAIL: _____

CONTACT PERSON: _____

DEVELOPMENT CENTER

PROJECT NAME: _____

PROJECT TYPE:

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

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

- Retail/Restaurant/Hotel SIC/NAICS code: _____
 - New freestanding building
 - New multi-use tenant building
 - Remodel, addition or expansion of existing building

- Office
 - New freestanding building
 - New multi-use tenant building
 - Remodel, addition or expansion of existing building

- Residential
 - New freestanding residential units
 - New residential units in a multi-use building
 - Remodel, addition or expansion of existing building

- Downtown
 - Remodel, addition or expansion of existing building
 - Exterior façade improvement
 - Construction of new building

- Other _____

PROPERTY FOR WHICH INCENTIVES ARE BEING SOUGHT

Attach map and legal description of property.

ADDRESS: _____

CURRENT PROPERTY OWNER: _____

WILL APPLICANT BE PURCHASING THE PROPERTY: _____ YES _____ NO

TOTAL ACRES: _____ Building Sq. Ft. _____

INVESTMENT

Total new investment: \$ _____

Acquisition of land/existing buildings: \$ _____
 Annual lease of land/existing buildings: \$ _____
 Preparation of plans, studies, surveys: \$ _____
 Site preparation costs: \$ _____
 Building improvements: \$ _____
 Site improvements: \$ _____
 Utilities/Infrastructure Costs: (streets, sewer, etc.): \$ _____

TIMELINE

Calendar year in which applicant plans to begin construction: _____

Approximate opening date: _____

WAGE & BENEFITS

	Job Category (executive, professional, clerical, general labor, etc.)	# new full-time employees	# new part-time employees	Average hourly wage/employee
Year 1				
Year 2				

% of health care premium paid for by the employer: _____

TYPE OF FINANCIAL INCENTIVE DESIRED

TAX REDIRECTION OR ABATEMENT

- Tax Increment Financing
- Chapter 100 Industrial Revenue Bonds
- Chapter 353 Tax Abatement
- Chapter 99 Land Clearance for Redevelopment Authority (LCRA)

Special Assessment, Property Tax, Sales Tax

- Neighborhood Improvement District
- Community Improvement District
- Transportation Development District

Local Incentive Tools

- Sales Tax Reimbursement Agreements
- Cost-Share Development Agreements

EXHIBIT B

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017 by **CITY OF LEE'S SUMMIT, MISSOURI** (the "City"), and _____, a _____ (the "Company").

RECITALS

A. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at the City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

B. The Tax Increment Financing Commission of Lee's Summit, Missouri (the "Commission") was created pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 et seq. (R.S.Mo.1982, as amended) (the "Act"), and under Ordinance No. 3724, adopted by the City Council of the City. The principal office of the Commission is located at City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

C. The Company is a _____ engaged in the business of _____ with offices at _____.

D. The Commission has been requested by the Company to consider a potential plan for economic development-based financing for the Company related to the development of _____ (the "Plan"), which Plan may include, without limitation, a tax increment financing plan within the City, in accordance with the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City and, if such Plan is approved by the City, the City and the Commission may be requested to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time, legal, fiscal, planning, transportation and engineering consultants, direct out-of-pocket expenses and other costs, resulting from services rendered in connection with the review, evaluation, processing and consideration applications for tax increment financing assistance authorized by the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City.

F. If the Company's Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocations Fund pursuant to 99.845 R.S.Mo.

AGREEMENT

1. Services to be Performed by the Commission and/or the City. The City (or, if directed by the City, the Commission) shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act on behalf of the City or the Commission;

b. Provide necessary staff, legal, financial, engineering and transportation assistance to prepare and present the Plan to the Commission and the City (including all staff reports, consultant reports and other third party reports, analysis and other information) and to permit consideration of the Plan by the Commission and the City, to prepare any resolutions or motions and, if the Commission recommends approval of the Plan, to prepare and present required ordinances to the City Council of the City.

c. Apply to the appropriate local or state agencies, authorities or entities as necessary or as required by the Plan, or as requested by the Company and approved by the City.

d. Provide any other assistance requested by the Company and agreed to by the City in connection with the Plan.

e. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan; and

f. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The City acknowledges receipt of an initial deposit of funds (the "Deposit") from the Company in the amount equal to (1) the Full Funding Level as required in Table 1 based on the incentive amount being requested, or (2) the Minimum Initial Deposit as specified in Table 1. If the amount of the Deposit is in the amount of the Minimum Initial, then Developer shall also deposit with City an irrevocable standby letter of credit (the "Letter of Credit") in an amount equal to the difference between the Full Funding Level and the Deposit. The Letter of Credit shall be in the form attached hereto as Exhibit ____, and shall be subject to draw by the City as provided herein. The City shall disburse the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance equal to the Minimum Initial Deposit amount. Further, prior to consideration or approval by the City Council of any ordinance, Company shall deposit with the City an amount equal to an amount determined by City staff to be sufficient to cover costs incurred during the City Council process from which additional disbursements may be made as required.

The Full Funding Level is only an estimate of expenses to be incurred through the TIF application process. The Company will be billed for actual out-of-pocket or City authorized third party consultant costs for services as set forth in Section 1. The City shall bill the Company monthly, or at such other interval or times as City shall determine to be appropriate, pursuant to Section 3 to re-establish the Deposit.

Table 1

Incentive Requested:	Less Than \$5,000,000	\$5,000,000 to \$25,000,000	\$25,000,000 to \$100,000,000	More Than \$100,000,000
Minimum Initial Deposit	\$25,000	\$50,000	\$50,000	\$50,000
Letter of Credit	n/a	n/a	\$100,000	\$225,000
Full Funding Level:	\$25,000	\$50,000	\$150,000	\$275,000

3. Additional Funding. The City shall submit from time to time an itemized statement for administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Subject to the remaining provisions of this Section 3, such statements may be submitted upon execution of consultant contracts relating to the Plan or as expenses are incurred by the City in connection with the City's and/or Commission's review and consideration of the Plan. The Company may be billed in advance for the full amount of third party consultant contracts expenses upon approval of the contract by the City Manager or the City Council. The Company shall pay the City the amounts set forth on such statements (the "Additional Funds") within ten (10) days of receipt thereof or before final consideration of the application; provided, however, that as to any amounts billed in advance for any contract or consultant fees, City shall have the right to elect not to execute any such contract or to engage or authorize such consultant or contractor to proceed until such advance billing amount is paid by the Company.

If any such amounts are not so paid when due, the unpaid balance shall accrue interest at the rate of two percent (2%) per month from the date billed until paid, but in no event shall such interest rate exceed twenty-four percent (24%) per annum. Further the Commission and City shall be relieved of any and all obligations hereunder (including without limitation any obligation to review or consider the Plan) until all such amounts (with interest) are paid, or the City may terminate this Agreement pursuant to Section 6.a.

In addition, if such funds (including any advance-billed costs) are not so received, all work by staff and third party consultants on the TIF application shall cease until full payment is made, including penalties, and the fund balance is restored to the Deposit amount as set forth in Section 2 or, prior to any consideration or approval by the City Council, an amount sufficient to cover anticipated costs incurred during final consideration process is deposited as provided herein. Company acknowledges and agrees that the City shall have the right to delay final consideration of the Plan, or consideration or approval by the City Council of any ordinances with respect to the Plan or the projects contemplated therein, until all outstanding expenses have been paid and the fund balance is sufficient to cover all remaining cost anticipated to be incurred by or on behalf of the City through the anticipated conclusion of such final consideration process, including but not limited to meeting expenses, court reporting, attorneys' fees and other third party consultant preparation and attendance.

If at any time any amounts (including advance billings) are unpaid beyond the time periods set forth herein, or if at any time the City shall determine that it desires to hold on deposit the Full Funding Amount, City shall have the right to draw on the Letter of Credit and to hold the amounts so drawn as part of the Deposit.

4. Disbursement of Funds.

a. The City shall disburse the Deposit and Additional Funds for reimbursement for costs to the City on or before the thirty (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund, but only to the extent ultimately set forth in the approved Plan and the redevelopment contract to be entered into in connection with any implementation of the Plan.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the

Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at \$250 per meeting and, upon appropriate itemization, staff time and expenses. In addition, the City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion upon ten (10) days written notice to the Company. Termination by the City shall also terminate any duties and obligations of the Commission and the City with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse all outstanding expenses incurred by the City and/or the Commission pursuant to this Agreement and any monies due and owing to the City and/or the Commission pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within ninety (90) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City and/or the Commission payable hereunder, the Company shall reimburse the City as set forth in Section 3.

7. Subsequent Redevelopers. In the event the Commission or City selects another redeveloper pursuant to a request for proposals or other bid process to carry out the Plan, the City shall require the subsequent redeveloper to assume all obligations of the Company under this Agreement as of the date it is designated as redeveloper and to reimburse the Company for its expenditures hereunder.

8. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City Manager
City of Lee's Summit, Missouri
220 SE Green St.
Lee's Summit, MO 64063

With a copy to:

City Attorney
City of Lee's Summit, Missouri

220 SE Green St.
Lee's Summit, MO 64063

To the Company:

With a copy to:

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Its: _____

Attest:

By: _____
Its: City Clerk

Approved as to form:

City Attorney

[COMPANY]

By: _____
Its: _____

Attest:

By: _____
Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this . day of _____, 201__, before me, a Notary Public in and for said State, personally appeared _____, _____ of the CITY OF LEE'S SUMMIT, MISSOURI, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City and such person duly acknowledged to me that she executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this . day of _____, 201__, before me, a notary public, appeared _____, _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____, a _____, and that said instrument was signed on behalf of said _____ by authority of its _____ and said _____ acknowledged said instrument to be the free act and deed of said _____.

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

Notary Public

My Commission Expires:

Exhibit A

[Date]

Irrevocable Letter of
Credit Number _____

Beneficiary:

City of Lee's Summit, Missouri
220 SE Green St.
Lee's Summit, MO 64063
Attention: City Manager

Ladies and Gentlemen:

We hereby issue in your favor our irrevocable Standby Letter of Credit for the account of _____ (the "Company"), for an amount not exceeding in the aggregate U.S. Dollars _____ **U.S. _____** (the "Stated Amount"). This Letter of Credit is issued to you pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between you and the Company (the "Funding Agreement").

The Stated Amount is available to you, hereunder, against presentation to us of your appropriately completed drawing certificate(s) in the form of Exhibit 1 or Exhibit 2, attached hereto. Only one drawing may be made hereunder.

If a drawing is received by us prior to 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 3:00 P.M., Kansas City, Missouri time, on the same Business Day. If a drawing is received by us after 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 1:00 P.M., Kansas City, Missouri time, on the next succeeding Business Day. Drawing Certificate(s) may be presented hereunder by facsimile transmission (facsimile number _____). If transmitted via facsimile, the original of any such transmitted Drawing Certificate shall be immediately sent to us by overnight courier, however, the Beneficiary and the Corporation agree that we are authorized to act upon any facsimile transmission of a Drawing Certificate without the need to follow up for the receipt of the original Drawing Certificate.

If a demand for payment made hereunder by the Beneficiary does not conform to the terms and conditions of this Letter of Credit, we shall give the Beneficiary prompt notice that the demand for payment was not made in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor, and we will upon the Beneficiary's instructions hold any such non-conforming demand at the disposal of the Beneficiary or return same to the Beneficiary. Upon being notified of a non-conforming demand, the Beneficiary may attempt to correct such demand to the extent that they are entitled to do so.

As used in this Letter of Credit "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the state of Missouri are required or authorized by law to close.

This Letter of Credit expires at our office located at _____ with our close of business on _____, or any extended date as hereinafter provided for; provided, however,

that if on such date you are subject to a court order that prohibits or otherwise restricts your ability to draw on this Letter of Credit, then such expiry date shall be automatically extended without amendment to the date which is thirty (30) days after the date on which such order is dismissed (the "Expiry Date").

It is a condition of this Letter of Credit that the Expiry Date will be deemed automatically extended, without amendment, for successive periods of one year, unless at least sixty five (65) days prior to any Expiry Date we notify you in writing by hand delivery or by courier of our intention not to extend the Expiry Date. Upon receipt of such notice you may then make one drawing hereunder for up to the then available Stated Amount by the presentation to us of your appropriately completed Drawing Certificate in the form of Exhibit 2, attached hereto.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit sets forth in full the terms of our undertaking and any such documents, instruments or agreements shall not be deemed incorporated herein by such reference.

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, the "UCP". It is hereby agreed that Article 41 of the UCP will not apply to this Letter of Credit. This Letter of Credit shall be deemed to be a contract made under the laws of the state of New York and shall, as to matters not governed by the UCP, be governed by and construed in accordance with the laws of the state of New York.

We hereby agree with you that Drawing Certificates drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation to us.

Communications to us regarding this Letter of Credit must be in writing and must be addressed to us at _____, specifically referring therein to this Letter of Credit by number.

Very truly yours,

By: _____
Name: _____
Title: _____
Tel: _____
Fax: _____

Exhibit 1 to Letter of Credit Number _____

Drawing Certificate

To: _____

Re: Your Letter of Credit No. _____

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

- (1) Demand is hereby made under the Credit for payment of US\$[amount to be inserted].
- (2) The above amount is being demanded pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between us and the Company (as defined in the Credit), and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

[insert payment instructions]

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title _____

Exhibit 2 to Letter of Credit Number _____

Drawing Certificate

To: _____

Re: Your Letter of Credit No. _____

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

- (1). The Beneficiary has received a notice from the issuer of the Credit that the Expiry Date referred to in the Credit will not be extended beyond [Expiry Date in effect on the date of the Drawing Certificate to be inserted].
- (2). There are less than sixty-five (65) days prior to the Expiry Date of the Credit and the Beneficiary has not received a replacement Letter of Credit satisfactory to the Beneficiary. The Beneficiary is therefore demanding payment of US\$[amount to be inserted] from the issuer under the Credit.
- (3) The amount demanded will be used to satisfy obligations of the Company (as defined in the Credit) under the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between us and the Company, and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

[insert payment instructions]

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title _____

Exhibit C

Proposed Chapter 100, 353, TIF and LCRA Abatement Guidelines

		Number of Jobs					
		5	7	10	15	20	25
Wages	100% CAW	10 yr / 50%	10 yr / 50%	10 yr / 50%	10 yr / 50% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	105% CAW	10 yr / 55%	10 yr / 55%	10 yr / 55%	10 yr / 55% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	110% CAW	10 yr / 60%	10 yr / 60%	10 yr / 60%	10 yr / 60% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	120% CAW	10 yr / 65%	10 yr / 65%	10 yr / 65%	10 yr / 65% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	130% CAW	10 yr / 70%	10 yr / 70%	10 yr / 70%	10 yr / 70% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	140% CAW	10 yr / 75%	10 yr / 75%	10 yr / 75% + 2 yr / 50%	10 yr / 75% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	150% CAW	10 yr / 80%	10 yr / 80%	10 yr / 75% + 2 yr / 50%	10 yr / 80% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	160% CAW	10 yr / 85%	10 yr / 85%	10 yr / 75% + 2 yr / 50%	10 yr / 85% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	170% CAW	10 yr / 90%	10 yr / 90%	10 yr / 75% + 2 yr / 50%	10 yr / 90% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	180% CAW	10 yr / 95%	10 yr / 95%	10 yr / 75% + 2 yr / 50%	10 yr / 95% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	190% CAW	10 yr / 100%	10 yr / 100%	10 yr / 75% + 2 yr / 50%	10 yr / 100% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%

Base: 10 yr / 50% abatement for companies creating a minimum of 10 jobs

CAW = County Average Wage for All Industries Public & Private in Jackson County, Missouri as determined by the most recent published information from the Missouri Economic Research & Information Center (MERIC)

Job Creation: Number of net new Full Time Employees in 24 months after beginning new/expanded operations



Economic Development
Incentive Policy



LEE'S SUMMIT
MISSOURI

Adopted by ordinance #7588 on;

February 19, 2015

Amended on;

October 1, 2015

Administrative Updates;

June 21, 2016

XXXXXX, 2017

Table of Contents

ECONOMIC DEVELOPMENT VISION	4
INCENTIVE MATRIX.....	4
AREAS OF FOCUS.....	4
TARGETED OUTCOMES.....	5
TARGETED AREAS.....	6
COMMUNITY PROFILE.....	11
DEMOGRAPHICS.....	11
MAYOR & CITY COUNCIL	12
COMMUNITY PARTNERS	13
OVERVIEW OF FINANCIAL TOOLS AND INCENTIVES.....	14
PURPOSE.....	14
SPECIAL TAXING DISTRICTS	14
TAX ABATEMENT	14
REDIRECTION OF INCREMENTAL INCREASES IN TAXES.....	14
LOAN PROGRAMS	14
APPLICATION AND REVIEW PROCESS	24
GUIDELINES FOR DEVELOPERS AND APPLICANTS	25
GENERAL POLICIES	26
INCENTIVE APPLICATION CHECKLIST	27
SAMPLE FUNDING AGREEMENT	28

ECONOMIC DEVELOPMENT VISION

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

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

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

USE OF INCENTIVES

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

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

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

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

STRATEGIC DIRECTION

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

Targeted Outcomes

The City is seeking investment that supports or benefits;

- **The development and maintenance of infrastructure**

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

- **Attracts or retains targeted businesses**

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

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

- **Preserves or enhances residential developments**

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

- **Allows for business retention or expansion**

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

- **Helps generate a positive community image**

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

TARGETED AREAS FOR DEVELOPMENT/REDEVELOPMENT

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

Douglas/Tudor Rd. Targeted Planning Area:

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

General overview: This area includes multiple large acreage - undeveloped tracts currently zoned for Planned Mixed Use, Planned Industrial and Planned Office uses. The Union Pacific rail line bisects the targeted planning area. Infrastructure improvements within this area include the re-alignment of NW Blue Parkway near Unity Village along with associated water and sewer line relocations, construction of the Tudor Road bridge ~~which will connect~~ connecting NE Douglas Street to NW Ward Rd. ~~Phase I of the road and bridge project is completed with Phase II (bridge and Tudor Rd. west of railroad) scheduled to begin late fall of 2015 and be completed by the end of 2016.~~ Sewer and water infrastructure exists to serve the general area. ~~The Summit Place shopping center Preliminary Development Plan has been approved and Significant~~ efforts are underway to continue mixed-to-develop use development in and around the Summit Technology Campus with the recently completed Summit Innovation Center, Missouri Innovation Campus ~~projects receiving approval~~ and Holiday Inn Express, and current construction of the 308 unit luxury multi-family Summit Square Apartments. Many of the properties are served by major roads providing excellent frontage to the properties, including Douglas Street, Chipman Road, Ward Road, Blue Parkway and Colbern Road. Highway frontage exists along both sides of the I-470 corridor. One rail spur exists to undeveloped property immediately south of I-470. The NW Main Street area is currently a 'metal building area' and much of the property is owned by a single property owner (Lowenstein).

I-470 North Targeted Planning Area:

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

General overview: This area is largely undeveloped primarily due to the approximate 1,100 acres owned by Property Reserve, Inc. on the east side of I-470. Some undeveloped acreage exists on the north side of Colbern Rd. however development of this area would likely require significant sewer and traffic improvements. Within the Ralph Powell Rd. corridor various new development opportunities exist and infrastructure is available to these undeveloped parcels. The Wilshire Care Center continues to expand its footprint with additional residential independent living units currently under construction on the north side of Strother Rd. Some undeveloped lots exist within the Lakewood Business Park and commercial growth could occur on the NE corner of I-470 & Bowlin Rd (Captain's Wharf). ~~Approximately 102 acres currently zoned Agricultural exists at the east end of Bowlin Rd. (Comprehensive Plan identifies this area for commercial and medium density residential). Currently the City is considering a 68 acre, 160 lot residential subdivision for this area.~~ Other undeveloped areas in this corridor would prove to be challenging to develop due primarily to topography.

Airport Targeted Planning Area:

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

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

I-470 Chipman/Colbern Targeted Planning Area:

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

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

~~efforts are continuing with the Paragon Star project (soccer complex/mixed use development at the View High/I-470 interchange.~~

View High Corridor Targeted Planning Area:

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

General overview: ~~Planning efforts continue with the Paragon Star proposed project at View High & I-470. Development efforts are continuing with the approved Paragon Star project (soccer complex/mixed use development at the View High/I-470 interchange with planned infrastructure improvements also being pursued.~~ The Summit Church (Lee’s Summit United Methodist Church) recently completed construction of a ~~is preparing to begin construction of a~~ new Church at View High and Chipman Rd. Large lot residential and undeveloped parcels exist along View High Drive. Recent approval of the Village at View High mixed-use development at the northeast quadrant of View High Drive and 3rd Street present opportunities for development in this area, with interest in mixed use development all along the View High corridor from I-470 to Longview Farm. Longview Farm continues to see development and redevelopment with construction commencing on a 7 screen B & B Movie Theater and adjacent commercial development. Stabilization work has been completed on the Longview Farm Barns and homes in this area with the overall vision to rehabilitate many of the historic structures of Longview Farm.

Formatted: Superscript

Downtown Core Targeted Planning Area:

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

General overview: The Lee’s Summit United Methodist Church continues to be marketed for sale at 2nd and Douglas Streets and the former Lee’s Summit Journal Building at 5th & Douglas Streets is available for re-use. Grider Orthodontics at 3rd & Market is under construction, Hartley’s Block / Vogue Condos / Parking Garage project continue to progress, planning continues on Market Center for Ideas, WPA Post office renovation to Historic Museum underway, Arnold Hall property is out for RFP-use. The Downtown area has seen significant investment and activity including completion of the Historic Museum, multiple offerings of dining and drinking establishments and event space. A plan has been approved to convert the former Post Office into a coworking space with many additional opportunities for redevelopment or reinvestment within this targeted area.

Formatted: Superscript

Formatted: Superscript

M-291 North Corridor Targeted Planning Area:

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

General overview: The corridor is mostly developed with redevelopment opportunities present. The old Sears building has been redeveloped into an At-Home furnishings store, Hy-Vee Gas & convenience store has recently opened, Grocery Store expansion and renovation, completion of a new Generation 3 development interest in undeveloped parcel at QuikTrip at Mulberry & 291, Old Fire Station #2 property sold for re-use, Party City construction of a new PetSmart constructing a new facility store within the Ritter Plaza area near the Wal-Mart. The former Deal’s discount store has been redeveloped into Ted’s Café Escondido and the former Sheridan’s Custard is being renovated to accommodate Andy’s Frozen Custard. A new Community America Credit Union is under construction where a convenience and gas store once existed. Additional opportunities for redevelopment or reinvestment exist in this corridor.

US 50 Hwy Corridor Targeted Planning Area:

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

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

Formatted: Superscript

South M-291 Targeted Planning Area:

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

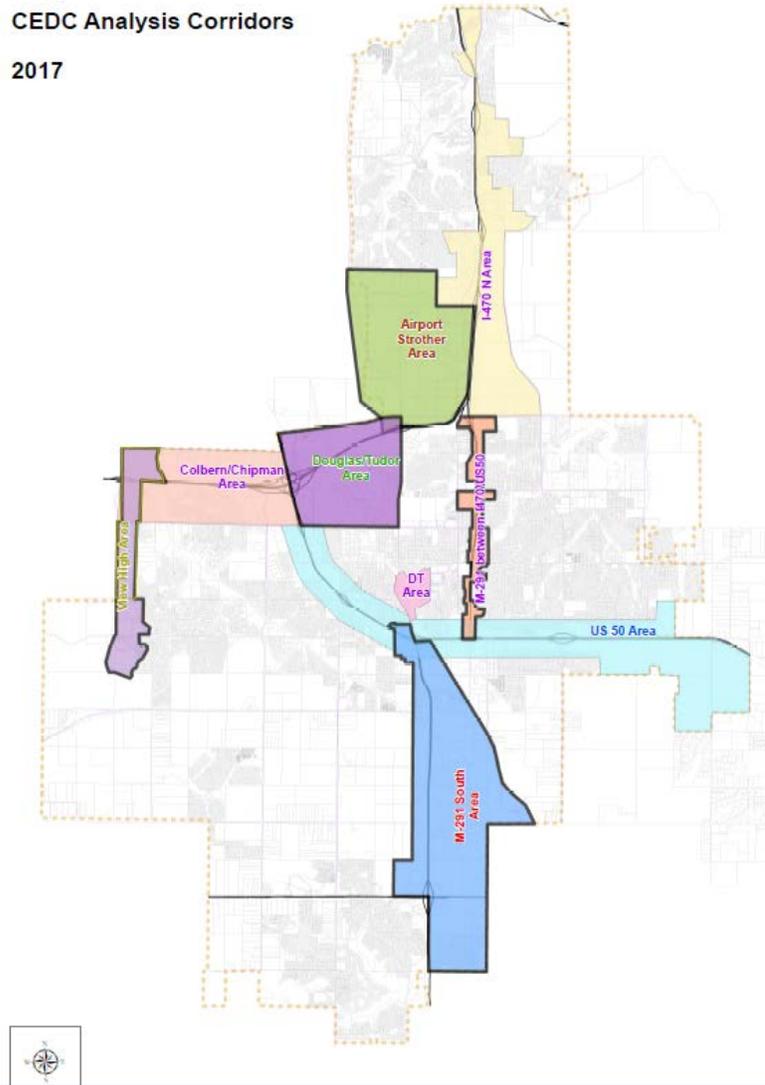
General overview: ~~Potential redevelopment projects include~~Redevelopment of the existing Pine Tree Plaza shopping center ~~has recently received approval, and redevelopment opportunities exist with the Adesa, Calmar, Pfizer, Market to Jefferson corridor (metal buildings~~South M-291 corridor immediately south of US 50 Hwy with the Adesa and Calmar sites and The Grove mixed-use development). A new Wal-Mart ~~opened in March of 2017 pursuing development~~north of M-150 ~~on SW Market Street~~. A significant portion of this planning area lacks sewer, transportation and water infrastructure to support development, specifically towards southern Lee’s Summit. ~~Bailey Road bridge scheduled to open by the end of 2015.~~

TARGETED AREAS FOR DEVELOPMENT

City of Lee's Summit

CEDC Analysis Corridors

2017



Formatted: Centered



APPENDIX

Guidelines & Resources



COMMUNITY PROFILE

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

A town of ~~963,000~~-plus that stretches over 65-square-miles, Lee's Summit's proximity to Interstate 470, U.S. 50, Missouri 291 and Missouri 150 make it a regional destination for residents, businesses and tourists; hefty population growth in the last 30 years has been met with a thriving business environment ~~where~~— more than ~~4,33,200~~ businesses call Lee's Summit home. ~~—as well as Plentiful educational opportunities exist from pre-k through high-school, the Missouri Innovation Campus and higher education offerings, a youthful edge with 17,000-plus students attending the Lee's Summit R-7 School District and a A thriving nationally accredited parks and recreation system in addition to multiple lakes featuring-provides~~ dozens of ~~areas-opportunities~~ to stay healthy ~~and enjoy the outdoors~~.

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

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

Demographics

Like many suburban communities across the United States, Lee's Summit began to experience its transformation from a rural, mostly agrarian community to a suburban community in the decades after the Second World War. As the city grew, its population nearly doubled every decade. In 1980, the population was approximately 28,000. By 1990 the population had reached 46,500. From 1990 to 2000, the city experienced a 53 percent increase in population, and another 29 percent increase from 2000 to 2010. Today, the population is approximately ~~963,000~~. The median age is ~~386~~. The median household income is \$~~79,3116,179~~. And, ~~5642~~% of the residents have an ~~Bachelor's-Associates~~ degree or higher.

Transportation Corridors

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

Employment and Economy

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

The health sector has become a major component of the Lee’s Summit economy with two regional hospitals having been built within the last nine years. Saint Luke’s East Hospital, built in 2005, is a state-of-the-art, 20171-bed facility situated on a 40-acre campus on the corner of Interstate 470 and Douglas. Lee’s Summit Medical Center, built in 2007, is a full-service acute care facility with 64 beds located at U.S. Highway 50 and Todd George Parkway. In addition to these hospitals, there are numerous physician offices and clinics that have made Lee’s Summit one of the regional hubs for advanced medical care in western Missouri.

Formatted: Highlight

The City has seen its retail base increase significantly over the past decade. Summit Woods Crossing, an 800,000 square foot power center, opened in 2001 at the southwestern corner of the Interstate 470 and U.S. Highway 50 interchange. Tenants include Lowe’s, Kohl’s, Best Buy, Target, and ~~Dick’s Sporting Goods Bed Bath & Beyond~~, as well as specialty stores and restaurants. Summit Fair, a 486,000 square foot open-air life style center, opened in 2009. Anchored by a Macy’s, ~~and~~ JC Penney, ~~Dick’s Sporting Goods and H & M~~, the center also includes several nationally known junior tenants. ~~Approval was recently given to a third shopping center that will provide an additional 366,000 square feet of retail space.~~

CITY OF LEE’S SUMMIT MAYOR AND CITY COUNCIL



Mayor Randy Rhoads

District 1



Rob Binney



Diane Forte

District 2



Trish Carlyle



~~Allan S. Gray~~
~~#Craig Faith~~

District 3



Diane Seif



Phyllis Q. Edson

District 4



Dave Mosby



Fred DeMoro

Community Partners

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

Lee’s Summit Economic Development Council

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

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

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



Lee’s Summit Chamber of Commerce

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

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

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



Downtown Lee’s Summit Main Street

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

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

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



ECONOMIC DEVELOPMENT POLICY STATEMENT

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

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

OVERVIEW OF FINANCIAL TOOLS AND INCENTIVES

Purpose

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

CATEGORIES

Special Taxing Districts

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

Property Tax Abatement

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

Tax Increment Financing (TIF)

~~The development pays~~ [All](#) taxes owed and a portion of all of the incremental increase in taxes resulting from ~~the re~~ [re](#)development is captured and redirected to pay redevelopment project costs. Taxing jurisdictions continue to receive the taxes based on the pre-development value. ~~A tax i~~ [A tax i](#)ncrement ~~F~~ [F](#)inancing (TIF) project may also capture new [economic activity](#) taxes after the TIF is approved. ~~_-~~ [All](#) new

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

Definitions and Guidelines:

Community Improvement District (CID)

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

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

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

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

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

Guidelines:

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

Transportation Development District (TDD)

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

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

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

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

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

Guidelines:

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

Neighborhood Improvement District (NID)

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

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

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

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

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

Guidelines:

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

Land Clearance for Redevelopment Authority (LCRA)

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

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

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

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

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

Guidelines:

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

Site-Specific Incentives

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

Extraordinary Qualification Criteria:

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

Industrial Development Bonds (Chapter 100)

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

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

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

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

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

Guidelines:

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

Urban Redevelopment Corporations (Chapter 353)

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

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

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

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

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

Guidelines:

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

Site Specific Incentives

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

Extraordinary Qualification Criteria:

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

Development Agreements

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

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

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

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

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

Guidelines:

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

Tax Increment Financing (TIF)

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

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

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

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

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

Guidelines:

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

Site Specific Incentives

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

Extraordinary Qualification Criteria:

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

Guidelines:

- Sales tax reimbursements shall only be considered for public improvements

Formatted: Indent: Left: 0"

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

APPLICATION AND REVIEW PROCESS

Purpose

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

Overview of Application and Approval Process

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

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

Policy

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

Formatted: List Paragraph, No bullets or numbering

Formatted: List Paragraph, No bullets or numbering

GUIDELINES FOR DEVELOPERS AND APPLICANTS

Purpose

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

Policy

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

GENERAL POLICIES

Purpose

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

Policy

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

Formatted: Font: (Default) +Body (Calibri)

Formatted

Formatted: List Paragraph, No bullets or numbering



Exhibit A

Financial Incentive Pre-Application Worksheet

DATE: _____ APPLICANT: _____

ADDRESS: _____

PHONE #: _____ EMAIL: _____

CONTACT PERSON: _____

DEVELOPMENT CENTER

PROJECT NAME: _____

PROJECT TYPE:

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

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

- Retail/Restaurant/Hotel SIC/NAICS code: _____
 - New freestanding building
 - New multi-use tenant building
 - Remodel, addition or expansion of existing building

- Office
 - New freestanding building
 - New multi-use tenant building
 - Remodel, addition or expansion of existing building

- Residential
 - New freestanding residential units
 - New residential units in a multi-use building
 - Remodel, addition or expansion of existing building

- Downtown
 - Remodel, addition or expansion of existing building
 - Exterior façade improvement
 - Construction of new building

- Other _____

PROPERTY FOR WHICH INCENTIVES ARE BEING SOUGHT

Attach map and legal description of property.

ADDRESS: _____

CURRENT PROPERTY OWNER: _____

WILL APPLICANT BE PURCHASING THE PROPERTY: _____ YES _____ NO

TOTAL ACRES: _____ Building Sq. Ft. _____

INVESTMENT

Total new investment: \$ _____

Acquisition of land/existing buildings: \$ _____
 Annual lease of land/existing buildings: \$ _____
 Preparation of plans, studies, surveys: \$ _____
 Site preparation costs: \$ _____
 Building improvements: \$ _____
 Site improvements: \$ _____
 Utilities/Infrastructure Costs: (streets, sewer, etc.): \$ _____

TIMELINE

Calendar year in which applicant plans to begin construction: _____

Approximate opening date: _____

WAGE & BENEFITS

	Job Category (executive, professional, clerical, general labor, etc.)	# new full-time employees	# new part-time employees	Average hourly wage/employee
Year 1				
Year 2				

% of health care premium paid for by the employer: _____

TYPE OF FINANCIAL INCENTIVE DESIRED

TAX REDIRECTION OR ABATEMENT

- Tax Increment Financing
- Chapter 100 Industrial Revenue Bonds
- Chapter 353 Tax Abatement
- Chapter 99 Land Clearance for Redevelopment Authority (LCRA)

Special Assessment, Property Tax, Sales Tax

- Neighborhood Improvement District
- Community Improvement District
- Transportation Development District

Local Incentive Tools

- Sales Tax Reimbursement Agreements
- Cost-Share Development Agreements

EXHIBIT B

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017 by **CITY OF LEE'S SUMMIT, MISSOURI** (the "City"), and _____, a _____ (the "Company").

RECITALS

A. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at the City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

B. The Tax Increment Financing Commission of Lee's Summit, Missouri (the "Commission") was created pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 et seq. (R.S.Mo.1982, as amended) (the "Act"), and under Ordinance No. 3724, adopted by the City Council of the City. The principal office of the Commission is located at City Hall, 220 SE Green St., Lee's Summit, Missouri 64063.

C. The Company is a _____ engaged in the business of _____ with offices at _____.

D. The Commission has been requested by the Company to consider a potential plan for economic development-based financing for the Company related to the development of _____ (the "Plan"), which Plan may include, without limitation, a tax increment financing plan within the City, in accordance with the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City and, if such Plan is approved by the City, the City and the Commission may be requested to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time, legal, fiscal, planning, transportation and engineering consultants, direct out-of-pocket expenses and other costs, resulting from services rendered in connection with the review, evaluation, processing and consideration applications for tax increment financing assistance authorized by the Act, or any other local or state economic development-based financing tool or option that is or may become available to the City.

F. If the Company's Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocations Fund pursuant to 99.845 R.S.Mo.

AGREEMENT

1. Services to be Performed by the Commission and/or the City. The City (or, if directed by the City, the Commission) shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act on behalf of the City or the Commission;

b. Provide necessary staff, legal, financial, engineering and transportation assistance to prepare and present the Plan to the Commission and the City (including all staff reports, consultant reports and other third party reports, analysis and other information) and to permit consideration of the Plan by the Commission and the City, to prepare any resolutions or motions and, if the Commission recommends approval of the Plan, to prepare and present required ordinances to the City Council of the City.

c. Apply to the appropriate local or state agencies, authorities or entities as necessary or as required by the Plan, or as requested by the Company and approved by the City.

d. Provide any other assistance requested by the Company and agreed to by the City in connection with the Plan.

e. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan; and

f. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The City acknowledges receipt of an initial deposit of funds (the "Deposit") from the Company in the amount equal to (1) the Full Funding Level as required in Table 1 based on the incentive amount being requested, or (2) the Minimum Initial Deposit as specified in Table 1. If the amount of the Deposit is in the amount of the Minimum Initial, then Developer shall also deposit with City an irrevocable standby letter of credit (the "Letter of Credit") in an amount equal to the difference between the Full Funding Level and the Deposit. The Letter of Credit shall be in the form attached hereto as Exhibit ____, and shall be subject to draw by the City as provided herein. The City shall disburse the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance equal to the Minimum Initial Deposit amount. Further, prior to consideration or approval by the City Council of any ordinance, Company shall deposit with the City an amount equal to an amount determined by City staff to be sufficient to cover costs incurred during the City Council process from which additional disbursements may be made as required.

The Full Funding Level is only an estimate of expenses to be incurred through the TIF application process. The Company will be billed for actual out-of-pocket or City authorized third party consultant costs for services as set forth in Section 1. The City shall bill the Company monthly, or at such other interval or times as City shall determine to be appropriate, pursuant to Section 3 to re-establish the Deposit.

Table 1

Incentive Requested:	Less Than \$5,000,000	\$5,000,000 to \$25,000,000	\$25,000,000 to \$100,000,000	More Than \$100,000,000
Minimum Initial Deposit	\$25,000	\$50,000	\$50,000	\$50,000
Letter of Credit	n/a	n/a	\$100,000	\$225,000
Full Funding Level:	\$25,000	\$50,000	\$150,000	\$275,000

3. Additional Funding. The City shall submit from time to time an itemized statement for administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Subject to the remaining provisions of this Section 3, such statements may be submitted upon execution of consultant contracts relating to the Plan or as expenses are incurred by the City in connection with the City's and/or Commission's review and consideration of the Plan. The Company may be billed in advance for the full amount of third party consultant contracts expenses upon approval of the contract by the City Manager or the City Council. The Company shall pay the City the amounts set forth on such statements (the "Additional Funds") within ten (10) days of receipt thereof or before final consideration of the application; provided, however, that as to any amounts billed in advance for any contract or consultant fees, City shall have the right to elect not to execute any such contract or to engage or authorize such consultant or contractor to proceed until such advance billing amount is paid by the Company.

If any such amounts are not so paid when due, the unpaid balance shall accrue interest at the rate of two percent (2%) per month from the date billed until paid, but in no event shall such interest rate exceed twenty-four percent (24%) per annum. Further the Commission and City shall be relieved of any and all obligations hereunder (including without limitation any obligation to review or consider the Plan) until all such amounts (with interest) are paid, or the City may terminate this Agreement pursuant to Section 6.a.

In addition, if such funds (including any advance-billed costs) are not so received, all work by staff and third party consultants on the TIF application shall cease until full payment is made, including penalties, and the fund balance is restored to the Deposit amount as set forth in Section 2 or, prior to any consideration or approval by the City Council, an amount sufficient to cover anticipated costs incurred during final consideration process is deposited as provided herein. Company acknowledges and agrees that the City shall have the right to delay final consideration of the Plan, or consideration or approval by the City Council of any ordinances with respect to the Plan or the projects contemplated therein, until all outstanding expenses have been paid and the fund balance is sufficient to cover all remaining cost anticipated to be incurred by or on behalf of the City through the anticipated conclusion of such final consideration process, including but not limited to meeting expenses, court reporting, attorneys' fees and other third party consultant preparation and attendance.

If at any time any amounts (including advance billings) are unpaid beyond the time periods set forth herein, or if at any time the City shall determine that it desires to hold on deposit the Full Funding Amount, City shall have the right to draw on the Letter of Credit and to hold the amounts so drawn as part of the Deposit.

4. Disbursement of Funds.

a. The City shall disburse the Deposit and Additional Funds for reimbursement for costs to the City on or before the thirty (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund, but only to the extent ultimately set forth in the approved Plan and the redevelopment contract to be entered into in connection with any implementation of the Plan.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the

Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at \$250 per meeting and, upon appropriate itemization, staff time and expenses. In addition, the City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion upon ten (10) days written notice to the Company. Termination by the City shall also terminate any duties and obligations of the Commission and the City with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse all outstanding expenses incurred by the City and/or the Commission pursuant to this Agreement and any monies due and owing to the City and/or the Commission pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within ninety (90) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Deposit and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Deposit and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City and/or the Commission payable hereunder, the Company shall reimburse the City as set forth in Section 3.

7. Subsequent Redevelopers. In the event the Commission or City selects another redeveloper pursuant to a request for proposals or other bid process to carry out the Plan, the City shall require the subsequent redeveloper to assume all obligations of the Company under this Agreement as of the date it is designated as redeveloper and to reimburse the Company for its expenditures hereunder.

8. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City Manager
City of Lee's Summit, Missouri
220 SE Green St.
Lee's Summit, MO 64063

With a copy to:

City Attorney
City of Lee's Summit, Missouri

220 SE Green St.
Lee's Summit, MO 64063

To the Company:

With a copy to:

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Its: _____

Attest:

By: _____
Its: City Clerk

Approved as to form:

City Attorney

[COMPANY]

By: _____
Its: _____

Attest:

By: _____
Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this . day of _____, 201__, before me, a Notary Public in and for said State, personally appeared _____, _____ of the CITY OF LEE'S SUMMIT, MISSOURI, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City and such person duly acknowledged to me that she executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this . day of _____, 201__, before me, a notary public, appeared _____, _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____, a _____, and that said instrument was signed on behalf of said _____ by authority of its _____ and said _____ acknowledged said instrument to be the free act and deed of said _____.

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

Notary Public

My Commission Expires:

Exhibit A

[Date]

Irrevocable Letter of
Credit Number _____

Beneficiary:

City of Lee's Summit, Missouri
220 SE Green St.
Lee's Summit, MO 64063
Attention: City Manager

Ladies and Gentlemen:

We hereby issue in your favor our irrevocable Standby Letter of Credit for the account of _____ (the "Company"), for an amount not exceeding in the aggregate U.S. Dollars _____ **U.S. _____** (the "Stated Amount"). This Letter of Credit is issued to you pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between you and the Company (the "Funding Agreement").

The Stated Amount is available to you, hereunder, against presentation to us of your appropriately completed drawing certificate(s) in the form of Exhibit 1 or Exhibit 2, attached hereto. Only one drawing may be made hereunder.

If a drawing is received by us prior to 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 3:00 P.M., Kansas City, Missouri time, on the same Business Day. If a drawing is received by us after 12:00 Noon, Kansas City, Missouri time, on a Business Day, and provided that such drawing conforms to the terms and conditions hereof, payment of the drawing amount shall be made to the Beneficiary in immediately available funds by 1:00 P.M., Kansas City, Missouri time, on the next succeeding Business Day. Drawing Certificate(s) may be presented hereunder by facsimile transmission (facsimile number _____). If transmitted via facsimile, the original of any such transmitted Drawing Certificate shall be immediately sent to us by overnight courier, however, the Beneficiary and the Corporation agree that we are authorized to act upon any facsimile transmission of a Drawing Certificate without the need to follow up for the receipt of the original Drawing Certificate.

If a demand for payment made hereunder by the Beneficiary does not conform to the terms and conditions of this Letter of Credit, we shall give the Beneficiary prompt notice that the demand for payment was not made in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor, and we will upon the Beneficiary's instructions hold any such non-conforming demand at the disposal of the Beneficiary or return same to the Beneficiary. Upon being notified of a non-conforming demand, the Beneficiary may attempt to correct such demand to the extent that they are entitled to do so.

As used in this Letter of Credit "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the state of Missouri are required or authorized by law to close.

This Letter of Credit expires at our office located at _____ with our close of business on _____, or any extended date as hereinafter provided for; provided, however,

that if on such date you are subject to a court order that prohibits or otherwise restricts your ability to draw on this Letter of Credit, then such expiry date shall be automatically extended without amendment to the date which is thirty (30) days after the date on which such order is dismissed (the "Expiry Date").

It is a condition of this Letter of Credit that the Expiry Date will be deemed automatically extended, without amendment, for successive periods of one year, unless at least sixty five (65) days prior to any Expiry Date we notify you in writing by hand delivery or by courier of our intention not to extend the Expiry Date. Upon receipt of such notice you may then make one drawing hereunder for up to the then available Stated Amount by the presentation to us of your appropriately completed Drawing Certificate in the form of Exhibit 2, attached hereto.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit sets forth in full the terms of our undertaking and any such documents, instruments or agreements shall not be deemed incorporated herein by such reference.

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, the "UCP". It is hereby agreed that Article 41 of the UCP will not apply to this Letter of Credit. This Letter of Credit shall be deemed to be a contract made under the laws of the state of New York and shall, as to matters not governed by the UCP, be governed by and construed in accordance with the laws of the state of New York.

We hereby agree with you that Drawing Certificates drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation to us.

Communications to us regarding this Letter of Credit must be in writing and must be addressed to us at _____, specifically referring therein to this Letter of Credit by number.

Very truly yours,

By: _____
Name: _____
Title: _____
Tel: _____
Fax: _____

Exhibit 1 to Letter of Credit Number _____

Drawing Certificate

To: _____

Re: Your Letter of Credit No. _____

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

(1) Demand is hereby made under the Credit for payment of US\$[amount to be inserted].

(2) The above amount is being demanded pursuant to the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between us and the Company (as defined in the Credit), and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

[insert payment instructions]

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title _____

Exhibit 2 to Letter of Credit Number _____

Drawing Certificate

To: _____

Re: Your Letter of Credit No. _____

The undersigned, a duly authorized officer of the City of Lee's Summit, Missouri, the "Beneficiary" of the captioned Letter of Credit (the "Credit"), hereby certifies to you with respect to the Credit that:

- (1). The Beneficiary has received a notice from the issuer of the Credit that the Expiry Date referred to in the Credit will not be extended beyond [Expiry Date in effect on the date of the Drawing Certificate to be inserted].
- (2). There are less than sixty-five (65) days prior to the Expiry Date of the Credit and the Beneficiary has not received a replacement Letter of Credit satisfactory to the Beneficiary. The Beneficiary is therefore demanding payment of US\$[amount to be inserted] from the issuer under the Credit.
- (3) The amount demanded will be used to satisfy obligations of the Company (as defined in the Credit) under the terms of that certain Tax Increment Financing Funding Agreement, dated as of _____, between us and the Company, and as the same may be from time to time amended, modified or supplemented.

Payment of this demand is required to be made in immediately available funds, by wire transfer, to the Beneficiary in accordance with the following payment instructions:

[insert payment instructions]

In Witness Whereof, the Beneficiary has executed and delivered this Drawing Certificate as of [date to be inserted].

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name & Title _____

Exhibit C

Proposed Chapter 100, 353, TIF and LCRA Abatement Guidelines

		Number of Jobs					
		5	7	10	15	20	25
Wages	100% CAW	10 yr / 50%	10 yr / 50%	10 yr / 50%	10 yr / 50% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	105% CAW	10 yr / 55%	10 yr / 55%	10 yr / 55%	10 yr / 55% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	110% CAW	10 yr / 60%	10 yr / 60%	10 yr / 60%	10 yr / 60% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	120% CAW	10 yr / 65%	10 yr / 65%	10 yr / 65%	10 yr / 65% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	130% CAW	10 yr / 70%	10 yr / 70%	10 yr / 70%	10 yr / 70% + 2 yr / 50%	10 yr / 75% + 2 yr / 75%	10 yr / 100% + 2 yr / 100%
	140% CAW	10 yr / 75%	10 yr / 75%	10 yr / 75% + 2 yr / 50%	10 yr / 75% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	150% CAW	10 yr / 80%	10 yr / 80%	10 yr / 75% + 2 yr / 50%	10 yr / 80% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	160% CAW	10 yr / 85%	10 yr / 85%	10 yr / 75% + 2 yr / 50%	10 yr / 85% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	170% CAW	10 yr / 90%	10 yr / 90%	10 yr / 75% + 2 yr / 50%	10 yr / 90% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	180% CAW	10 yr / 95%	10 yr / 95%	10 yr / 75% + 2 yr / 50%	10 yr / 95% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%
	190% CAW	10 yr / 100%	10 yr / 100%	10 yr / 75% + 2 yr / 50%	10 yr / 100% + 5 yr / 50%	10 yr / 75% + 5 yr / 75%	10 yr / 100% + 5 yr / 100%

Base: 10 yr / 50% abatement for companies creating a minimum of 10 jobs

CAW = County Average Wage for All Industries Public & Private in Jackson County, Missouri as determined by the most recent published information from the Missouri Economic Research & Information Center (MERIC)

Job Creation: Number of net new Full Time Employees in 24 months after beginning new/expanded operations

Packet Information

File #: BILL NO. 17-281, **Version:** 2

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "THE MANOR AT STONEY CREEK, 2ND PLAT, LOTS 42-81 & TRACTS N-P", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE ACCEPTING FIANL PLAT "THE MANOR AT STONEY CREEK, 2ND PLAT, LOTS 42-81 & TRACTS N-P IN THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: **PLANNING COMMISSION ACTION:** On October 11, 2016 by motion of Mr. Delibero and seconded by Ms. Roberts the Planning Commission voted unanimously by voice vote to **APPROVE** the Consent Agenda which included **Appl. #PL2016-104 - FINAL PLAT - The Manor at Stoney Creek, 2nd Plat, Lots 42-81 & Tracts N-P; Engineering Solutions, LLC, Inc., applicant.**

BILL NO. 17-281

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "THE MANOR AT STONEY CREEK, 2ND PLAT, LOTS 42-81 & TRACTS N-P", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2016-104, submitted by Engineering Solutions, LLC, requesting approval of the final plat entitled "The Manor at Stoney Creek, 2nd Plat, Lots 42-81 & Tracts N-P", was referred to the Planning Commission as required by the Unified Development Ordinance No. 5209; and,

WHEREAS, the Planning Commission considered the final plat on October 11, 2016, and rendered a report to the City Council recommending that the plat be approved.

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

SECTION 1. That the final plat entitled "The Manor at Stoney Creek, 2nd Plat, Lots 42-81 & Tracts N-P" is a subdivision in the SW Quarter of Section 36, Township 47N, Range 32W, in Lee's Summit, Missouri more particularly described as follows:

ALL THAT PART OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 32 WEST, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 47, RANGE 32; THENCE SOUTH 87°59'32" EAST, ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 40.00 FEET; THENCE NORTH 02°08'23" EAST, LEAVING SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PRYOR ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 02°08'23" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 398.68 FEET; THENCE SOUTH 87°51'37" EAST, LEAVING THE EAST RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF SOUTH 06°24'34" EAST, A RADIUS OF 450.00 FEET, AND AN ARC LENGTH OF 516.05 FEET; THECNE NORTH 17°53'04" EAST A DISTANCE OF 125.00 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 72°06'56" WEST, A RADIUS OF 325.00 FEET AND AN ARC LENGTH OF 45.10 FEET; THENCE NORTH 25°50'08" EAST A DISTANCE OF 170.00 FEET; THECNE EASTERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 64°09'52" EAST, A RADIUS OF 155.00 FEET, AND AN ARC LENGTH OF 64.43 FEET TO A POINT OF TANGENCY; THECNE SOUTH 87°58'58" EAST A DISTANCE OF 861.93 FEET; THENCE NORTH 02°12'45" EAST A DISTANCE OF 330.33 FEET; THENCE SOUTH 87°54'30" EAST A DISTANCE OF 120.00 FEET; THENCE NORTH 02°12'45" EAST A DISTANCE OF 19.83 FEET; THENCE SOUTH 87°58'58" EAST A DISTANCE OF 170.00 FEET; THENCE SOUTH 02°12'45" WEST A DISTANCE OF 659.34 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SW COUNTY LINE ROAD; THENCE NORTH 87°59'32" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1606.87 FEET TO THE POINT OF BEGINNING.

BILL NO. 17-281

THE ABOVE DESCRIBED TRACT CONTAINS 537,903.52 SQUARE FEET (12.35 ACRES) MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND RIGHT OF WAYS, RECORDED OR UNRECORDED IF ANY.

SECTION 2. That the proprietor of the above described tract of land ("Proprietor") has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as "The Manor at Stoney Creek, 2nd Plat, Lots 42-81 & Tracts N-P".

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby authorizes the Director of Planning and Special Projects, on behalf of the City of Lee's Summit, Missouri, to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 16, Subdivisions, Unified Development Ordinance ("UDO") of the City, which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 16 of the UDO of the City, upon the Director of Public Works certifying to the Director of Planning and Special Projects and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 16.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 16.340 of the UDO, deposited an irrevocable **letter of credit** to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

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

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

BILL NO. 17-281

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

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

SECTION 9. That the City Council for the City of Lee's Summit, Missouri, does hereby approve and accept, as a subdivision to the City of Lee's Summit, Missouri, the final plat entitled "The Manor at Stoney Creek, 2nd Plat, Lots 42-81 & Tracts N-P", attached hereto and incorporated herein by reference.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*



U.S. Bank National Association
Standby Letters of Credit: BC-MN-H20G
800 Nicollet Mall
Minneapolis, Minnesota 55402

SWIFT: USBKUS44
TELEX:
Phone: 612-303-7321
612-303-7395
Fax: 612-303-5226

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SLCMMSP08817

December 8, 2017

City of Lee's Summit
Finance Department
Attn: Conrad Lamb, Finance Director
220 SE Green Street
Lee's Summit, MO 64063

Issue Date: December 8, 2017

Expiration Date: December 4, 2018

We hereby issue our IRREVOCABLE STANDBY LETTER OF CREDIT ("Letter of Credit") in your favor for the account of Clayton Properties Group, Inc. DBA Summit Homes, 5000 Clayton Road, Maryville, TN 37804 ("Obligee") for a maximum aggregate amount not exceeding Five Hundred Thirty Six Thousand Nine Hundred Thirty Three and 99/100 U.S. Dollars (\$536,933.99) representing the following:

Completion of Erosion Control, Grading, Asphalt Pavement & Concrete, Sanitary, Storm, & Water installation ("Improvements")

required for The Manor at Stoney Creek 2nd Plat ("Project") and according to Manor 2nd Plat - Cost to Complete 11.28.17.pdf.

The City may draw upon this Letter of Credit upon written notification to the Bank that the Obligee has defaulted in its obligation to the City to construct, install and / or complete the development related Improvements required for the Project by December 4, 2018 ("Initial Expiration Date") or if the Obligee has failed to post a new Letter of Credit or other sufficient security approved by the City's Director of Finance, prior to Initial Expiration Date, securing the construction, installation and / or completion of the Improvements.

The written notification shall be on official City letterhead, signed by the City Manager, the City's Finance Director, or other authorized official of the City. The amount of the Letter of Credit shall be reduced automatically by the amount of any draw hereunder. The original of this Letter of Credit (and any amendments thereto) must accompany any presented documents.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon the presentation and delivery of documents as specified to us at the address specified above, no later than the Initial Expiration Date.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year from the Initial Expiration Date hereof, unless at least 60 days prior to such date, we shall send you written notice, via certified mail or overnight courier, that we elect not to consider this Letter of Credit renewed for such additional one-year period.

Continued on Page 2



U.S. Bank National Association
Standby Letters of Credit: BC-MN-H20G
800 Nicollet Mall
Minneapolis, Minnesota 55402

SWIFT: USBKUS44
TELEX:
Phone: 612-303-7321
612-303-7395
Fax: 612-303-5226

SLCMMSP08817
December 8, 2017
Page 2

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision) for the International Chamber of Commerce, ICC Publication No. 600, and to the extent not inconsistent therewith the laws of the State of Missouri, including without limitation the Uniform Commercial Code in effect therein.

We shall not be liable for any delay, non-return of documents, non-payment, or other action or inaction compelled by a judicial order or by any law or regulation applicable to us.

U.S. Bank National Association


Authorized Signature

Site Data Table :

Lot Area: 2,582,012.76 Sq. Ft. (63.99 Acres)
 Right of Way to Delineate for Paved Road: 120 Feet
 Lot: 163
 Density: 3.02 CU / Acre
 Curved Sizing: A3 & P1, Single Family Residential

Sanitary Sewer Service

Sanitary sewer main will be extended from the existing sanitary main located on the East side of the property within the Stoney Creek Sub Plat.

Water Service

Water will be extended to the site from the existing City of Lee's Summit water located on the west of Poyor Road and from within the site.

Storm Sewer

Storm sewer system will be installed to convey the storm water runoff to the detention facility, which will meet the current standards of APWA Section 6000.

Storm Water Detention

The basins in storm water runoff will be controlled by the proposed detention facility located in the southwest and north portion of the site. The flow will be retained to meet APWA Section 6000 required flow rates. BMP facilities will be provided within the pond system.

Stream Buffer Area

The stream buffer is shown as 40 feet on both sides of the Oakley High Water Mark, based on the stream study prepared for the Reserve at Stoney Creek, Ltd Plat.

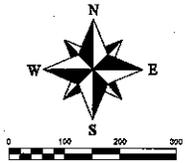
All common areas are to be owned and maintained by the Subdividers Home Association.

OIL - GAS WELLS
 ACCORDING TO EDWARD ALTON MAY, JR. ENVIRONMENTAL IMPACT STUDY OF ADJACENT OIL AND GAS WELLS IN LEE'S SUMMIT, MISSOURI IN 1995, THERE ARE NO OIL AND GAS WELLS WITHIN 185 FEET OF THE PROPERTY AS SURVEYED HEREON.

LEGEND

These standard symbols will be found in the drawing.

- 1/2" Rebar & Cap (LS-2005000319-2)
- ⊙ Foundry Survey Monument (As Noted)
- Ⓧ Foundry Document Location
- Existing Person Line - Chain Link
- Existing Water Line
- Existing Sanitary Sewer Main
- Existing Storm Sewer
- Existing Gas Line
- Existing Underground Telephone
- Existing Underground Electric



Preliminary Plat
Stoney Creek West
 Lots 1 - 163 & Tracts A - F

Part of the SE 1/4 Section 33, Township 48 N, Range 31 W
 Lee's Summit, Jackson County, Missouri

Phase Layout

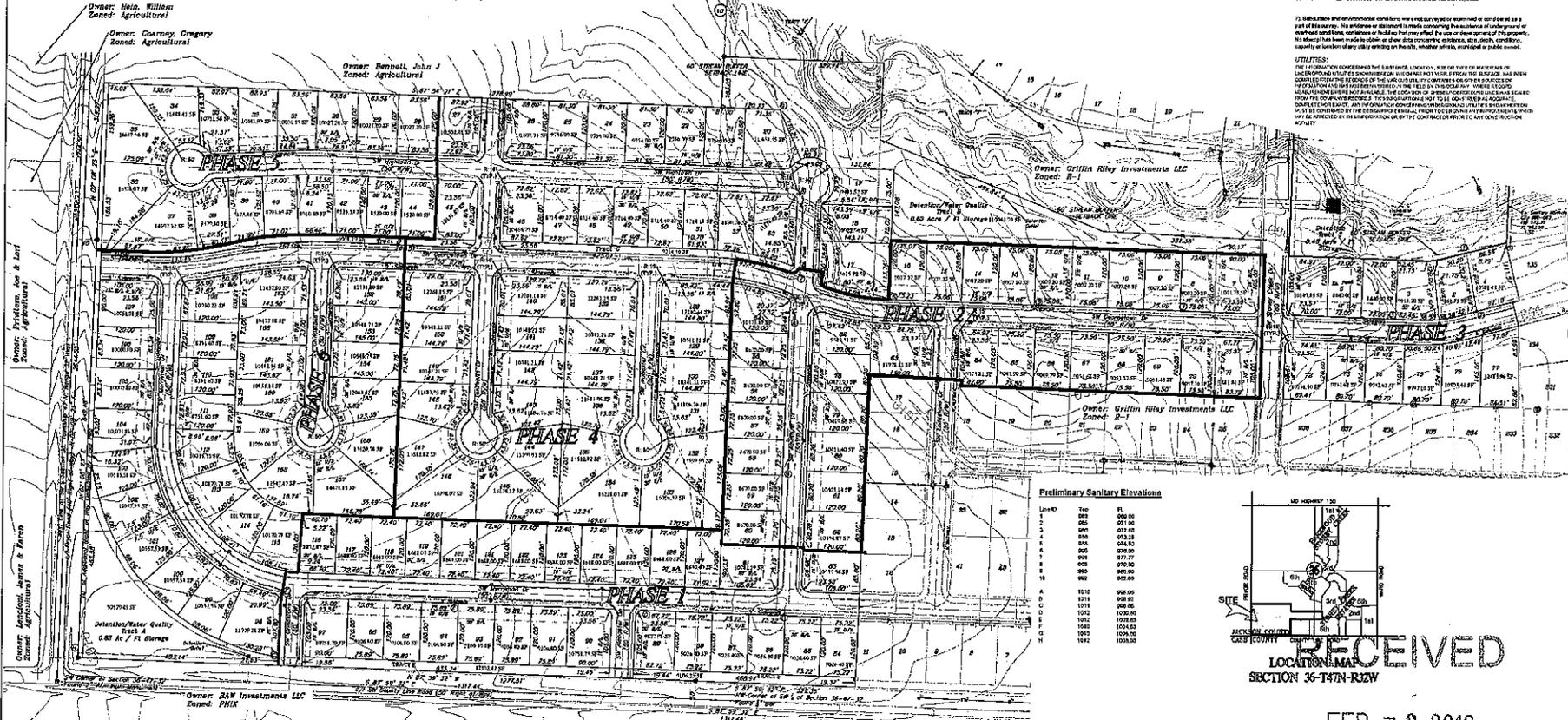
Phase	Acres	Area	Acres
1	52	A, E, F	6.17
2	12	B	1.39
3	14	C	3.05
4	14	C	16.25
5	11	C	4.43
6	30	C	10.82

Legal Description:

A tract of land located in the Southeast Quarter of Section 33, Township 48 North, Range 31 West, Lee's Summit, Jackson County, Missouri, more particularly described as follows: Commencing at the Northeast corner of said Quarter Section, as a now exists being the Point of Commencement, thence South 63 degrees 56 minutes 35 seconds West along the East line of said Quarter Section, a distance of 320.00 feet, thence North 88 degrees 44 minutes 02 seconds West, a distance of 300.00 feet to the westerly right of way line of Todd George Road, as it now exists being the Point of Beginning, thence North 88 degrees 44 minutes 02 seconds West, a distance of 1200.00 feet, thence South 23 degrees 39 minutes 45 seconds West, a distance of 670.00 feet to a point of the Eastern right of way line of Todd George Parkway, as it now exists thence along said Eastern right of way line the following (12) courses: 1) South 25 degrees 09 minutes 30 seconds East, a distance of 118.00 feet; 2) South 35 degrees 13 minutes 18 seconds East, a distance of 272.29 feet; thence South 88 degrees 44 minutes 02 seconds East, a distance of 105.00 feet to a point on the westerly right of way line of Todd George Road, as it now exists, thence along said westerly right of way line North 01 degree 56 minutes 35 seconds East, a distance of 300.00 feet to the Point of Beginning.

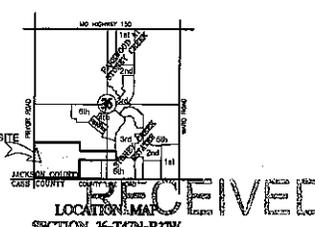
SURVEYOR'S GENERAL NOTES:

- The survey is based upon the following information provided by the client as represented by the subject:
- Continuation Survey by 22181
- First Plat of Subdividers
- Second Plat of Subdividers
- Third Plat of Subdividers
- Fourth Plat of Subdividers
- Fifth Plat of Subdividers
- Sixth Plat of Subdividers
- Seventh Plat of Subdividers
- Eighth Plat of Subdividers
- Ninth Plat of Subdividers
- Tenth Plat of Subdividers
- Eleventh Plat of Subdividers
- Twelfth Plat of Subdividers
- Thirteenth Plat of Subdividers
- Fourteenth Plat of Subdividers
- Fifteenth Plat of Subdividers
- Sixteenth Plat of Subdividers
- Seventeenth Plat of Subdividers
- Eighteenth Plat of Subdividers
- Nineteenth Plat of Subdividers
- Twentieth Plat of Subdividers
- Twenty-first Plat of Subdividers
- Twenty-second Plat of Subdividers
- Twenty-third Plat of Subdividers
- Twenty-fourth Plat of Subdividers
- Twenty-fifth Plat of Subdividers
- Twenty-sixth Plat of Subdividers
- Twenty-seventh Plat of Subdividers
- Twenty-eighth Plat of Subdividers
- Twenty-ninth Plat of Subdividers
- Thirtieth Plat of Subdividers
- Thirty-first Plat of Subdividers
- Thirty-second Plat of Subdividers
- Thirty-third Plat of Subdividers
- Thirty-fourth Plat of Subdividers
- Thirty-fifth Plat of Subdividers
- Thirty-sixth Plat of Subdividers
- Thirty-seventh Plat of Subdividers
- Thirty-eighth Plat of Subdividers
- Thirty-ninth Plat of Subdividers
- Fortieth Plat of Subdividers
- Forty-first Plat of Subdividers
- Forty-second Plat of Subdividers
- Forty-third Plat of Subdividers
- Forty-fourth Plat of Subdividers
- Forty-fifth Plat of Subdividers
- Forty-sixth Plat of Subdividers
- Forty-seventh Plat of Subdividers
- Forty-eighth Plat of Subdividers
- Forty-ninth Plat of Subdividers
- Fiftieth Plat of Subdividers



Preliminary Sanitary Elevations

Lot #	Top	FL
1	800.00	801.00
2	800.00	801.00
3	800.00	801.00
4	800.00	801.00
5	800.00	801.00
6	800.00	801.00
7	800.00	801.00
8	800.00	801.00
9	800.00	801.00
10	800.00	801.00
11	800.00	801.00
12	800.00	801.00
13	800.00	801.00
14	800.00	801.00
15	800.00	801.00
16	800.00	801.00
17	800.00	801.00
18	800.00	801.00
19	800.00	801.00
20	800.00	801.00
21	800.00	801.00
22	800.00	801.00
23	800.00	801.00
24	800.00	801.00
25	800.00	801.00
26	800.00	801.00
27	800.00	801.00
28	800.00	801.00
29	800.00	801.00
30	800.00	801.00
31	800.00	801.00
32	800.00	801.00
33	800.00	801.00
34	800.00	801.00
35	800.00	801.00
36	800.00	801.00
37	800.00	801.00
38	800.00	801.00
39	800.00	801.00
40	800.00	801.00
41	800.00	801.00
42	800.00	801.00
43	800.00	801.00
44	800.00	801.00
45	800.00	801.00
46	800.00	801.00
47	800.00	801.00
48	800.00	801.00
49	800.00	801.00
50	800.00	801.00
51	800.00	801.00
52	800.00	801.00
53	800.00	801.00
54	800.00	801.00
55	800.00	801.00
56	800.00	801.00
57	800.00	801.00
58	800.00	801.00
59	800.00	801.00
60	800.00	801.00
61	800.00	801.00
62	800.00	801.00
63	800.00	801.00
64	800.00	801.00
65	800.00	801.00
66	800.00	801.00
67	800.00	801.00
68	800.00	801.00
69	800.00	801.00
70	800.00	801.00
71	800.00	801.00
72	800.00	801.00
73	800.00	801.00
74	800.00	801.00
75	800.00	801.00
76	800.00	801.00
77	800.00	801.00
78	800.00	801.00
79	800.00	801.00
80	800.00	801.00
81	800.00	801.00
82	800.00	801.00
83	800.00	801.00
84	800.00	801.00
85	800.00	801.00
86	800.00	801.00
87	800.00	801.00
88	800.00	801.00
89	800.00	801.00
90	800.00	801.00
91	800.00	801.00
92	800.00	801.00
93	800.00	801.00
94	800.00	801.00
95	800.00	801.00
96	800.00	801.00
97	800.00	801.00
98	800.00	801.00
99	800.00	801.00
100	800.00	801.00
101	800.00	801.00
102	800.00	801.00
103	800.00	801.00
104	800.00	801.00
105	800.00	801.00
106	800.00	801.00
107	800.00	801.00
108	800.00	801.00
109	800.00	801.00
110	800.00	801.00
111	800.00	801.00
112	800.00	801.00
113	800.00	801.00
114	800.00	801.00
115	800.00	801.00
116	800.00	801.00
117	800.00	801.00
118	800.00	801.00
119	800.00	801.00
120	800.00	801.00
121	800.00	801.00
122	800.00	801.00
123	800.00	801.00
124	800.00	801.00
125	800.00	801.00
126	800.00	801.00
127	800.00	801.00
128	800.00	801.00
129	800.00	801.00
130	800.00	801.00
131	800.00	801.00
132	800.00	801.00
133	800.00	801.00
134	800.00	801.00
135	800.00	801.00
136	800.00	801.00
137	800.00	801.00
138	800.00	801.00
139	800.00	801.00
140	800.00	801.00
141	800.00	801.00
142	800.00	801.00
143	800.00	801.00
144	800.00	801.00
145	800.00	801.00
146	800.00	801.00
147	800.00	801.00
148	800.00	801.00
149	800.00	801.00
150	800.00	801.00
151	800.00	801.00
152	800.00	801.00
153	800.00	801.00
154	800.00	801.00
155	800.00	801.00
156	800.00	801.00
157	800.00	801.00
158	800.00	801.00
159	800.00	801.00
160	800.00	801.00
161	800.00	801.00
162	800.00	801.00
163	800.00	801.00



RECEIVED
 SECTION 36-747N-R32W

FEB - 3 2016

-2015-186-

Planning & Codes Admin

REVISIONS

DATE	BY	DESCRIPTION

Part of the Southeast 1/4
 Section 33, Township 48 N, Range 31 W
 Lee's Summit, Jackson County, Missouri

Preliminary Plat

OWNER: GRIFIN RILEY INVESTMENTS LLC
 ZONED: P-1
 SCALE: 1"=100'
 DATE: NOVEMBER 20, 2015

ENGINEERING SOLUTIONS
 2025 S. STATE STREET
 SUITE 100
 JACOBSVILLE, MISSOURI 64091
 PHONE: 816-228-1111
 FAX: 816-228-1112
 WWW: ENGINEERING SOLUTIONS MISSOURI.COM

City of Lee's Summit

Department of Planning & Codes Administration

October 7, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director 
RE: **Appl. #PL2016-104 – FINAL PLAT – The Manor at Stoney Creek, 2nd Plat, Lots 42-81 & Tract N-P; Engineering Solutions, LLC, applicant**

Commentary

This final plat application is for *The Manor at Stoney Creek, 2nd Plat, Lots 42-81 & Tracts N-P*, located on the north side of SW County Line Rd., east of SW Pryor Rd. The proposed final plat consists of 40 lots and three common area tracts on 12.35 acres. The proposed final plat is substantially consistent with the approved preliminary plat.

- 40 lots and 3 common area tracts on 12.35 acres
- 3.23 units/acre, including common area
- 3.73 units/acre, excluding common area

Subdivision-Related Public Improvements

In accordance with UDO Section 16.340, prior to an ordinance being placed on a City Council agenda for the approval of a final plat, all subdivision-related public improvements shall be constructed and a Certificate of Final Acceptance shall be issued. In lieu of completion of the public improvements and the issuance of a certificate, financial security (an escrow secured with cash, an irrevocable letter of credit, or a surety bond) may be provided to the City to secure the completion of all public improvements.

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

Recommendation

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

Project Information

Proposed Use: single-family residential subdivision

Number of Lots: 40 lots and 3 common area tracts

Land Area: 12.35 acres; 10.7 acres, excluding common area

Density: 3.23 units/acre; 3.73 units/acre, excluding common area

Location: north side of SW County Line Rd., east of SW Pryor Rd.

Zoning: R-1 (Single-Family Residential)

Surrounding zoning and use:

North: R-1 (Single-Family Residential)—future phase of *The Manor at Stoney Creek*

South (across SW County Line Rd): PMIX (Planned Mixed Use)—*Kensington Farms* subdivision

East: R-1 (Single-Family Residential)—*The Manor at Stoney Creek, 1st Plat*

West (across SW Pryor Rd.): AG (Agricultural)—large lot residential

Background

- August 12, 1986 – The City Council approved a rezoning (Appl. #1986-034) from A to R-1 for approximately 150 acres west of Ward Road by Ordinance No. 2845.
- September 24, 2002 – The Planning Commission approved a preliminary plat for Stoney Creek and Parkwood at Stoney Creek containing 383 lots on 142 acres (Appl. #2002-136). The preliminary plat showed 15 phases, 5 of which had already been platted by that time. A condition of approval was that Stoney Creek Drive must be extended to connect to County Line Road in Phase 10.
- October 17, 2002 – The City Council approved a rezoning (Appl. #2002-135) from AG to R-1 for 70 acres in Stoney Creek and Parkwood at Stoney Creek by Ordinance No. 5411.
- 1997 thru 2012 – Preliminary and final plats were approved for Stoney Creek Estates Plats 1-6 and Parkwood at Stoney Creek, Plats 1-5.
- August 28, 2012 – The Planning Commission approved a revised preliminary plat (Appl. #PL2012-091) for the remainder of Stoney Creek Estates and Parkwood at Stoney Creek, Lots 239-414.
- May 20, 2013 – The City Council approved the Escrow Agreement between the City and Stoney Creek Development, LLC to collect funds on a per lot basis for any future plat after Parkwood at Stoney Creek, 5th Plat to fund the construction of a portion of Stoney Creek Drive, by Ordinance No. 7325.
- January 8, 2014 – The Escrow Agreement with the City for the Stoney Creek subdivision was reassigned from Stoney Creek Development, LLC, to Griffin Riley Investments, LLC.
- January 23, 2014 – The City Council approved the final plat (Appl. #PL2013-054) for Parkwood at Stoney Creek, 6th Plat, by Ordinance No. 7420. The City Council also approved the vacation of right-of-way (Appl. #PL2013-082) for the temporary cul-de-sac on Whistle Drive (Parkwood at Stoney Creek, 5th Plat) by Ordinance No. 7421.
- March 25, 2014 – The Planning Commission recommended approval of the final plat (Appl. #PL2013-147) for Stoney Creek Estates, 7th Plat (now referred to as The Manor at Stoney Creek, 1st Plat).
- November 21, 2014 – The City Council approved the final plat (Appl. #PL2013-147) for The Manor at Stoney Creek, 1st Plat, Lots 1-41 & Tract M, by Ordinance No. 7540.

Code and Ordinance Requirements to be met Following Approval

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

Engineering

1. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final

plat and approved prior to the approval of the final plat. All public infrastructure must be substantially complete, prior to the issuance of any building permits.

2. A Master Drainage Plan (MDP) shall be submitted and approved in accordance with the City's Design and Construction Manual for all areas of the development, including all surrounding impacted areas, along with the engineering plans for the development. The MDP shall address drainage level of service issues on an individual lot basis.
3. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
4. All subdivision-related public improvements must have a Certificate of Final Acceptance prior to approval of the final plat, unless security is provided in the manner set forth in the City's Unified Development Ordinance (UDO) Section 16.340. If security is provided, building permits may be issued upon issuance of a Certificate of Substantial Completion of the public infrastructure as outlined in Section 1000 of the City's Design and Construction Manual.
5. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of a Certificate of Substantial Completion and prior to the issuance of any building permits for the development.
6. A Land Disturbance Permit shall be obtained from the City prior to any land disturbance activities of 2,000 square feet or more of disturbed area.
7. All permanent off-site easements, in a form acceptable to the City, shall be executed and recorded with the Jackson County Recorder of Deeds prior to the issuance of a Certificate of Substantial Completion. A certified copy shall be submitted to the City for verification.
8. A restriction note shall be included on the final plat stating: "Individual lot owner(s) shall not change or obstruct the drainage flow paths on the lots, as shown on the Master Drainage Plan, unless specific application is made and approved by the City Engineer."

Fire

9. All issues pertaining to life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises, and to the safety to fire fighters and emergency responders during emergency operations, shall be in accordance with the 2012 International Fire Code.

Planning and Codes Administration

10. Sign permits shall be obtained prior to installation of any signs through the Department of Planning and Codes Administration. All signs proposed must comply with the sign requirements as outlined in the sign section of the Unified Development Ordinance.
11. No final plat shall be recorded by the developer until the Director of Planning and Codes Administration and the City Attorney have reviewed and approved the declaration of covenants and restrictions pertaining to common property as prepared in accordance with Section 5.330 of the UDO, and until the Director has received certification from the Missouri Secretary of State verifying the existence and good standing of the property owners' association required by Section 5.340 of the UDO. In addition, the approved Declaration of Covenants, Conditions and Restrictions shall be recorded prior to the recording of the final plat.

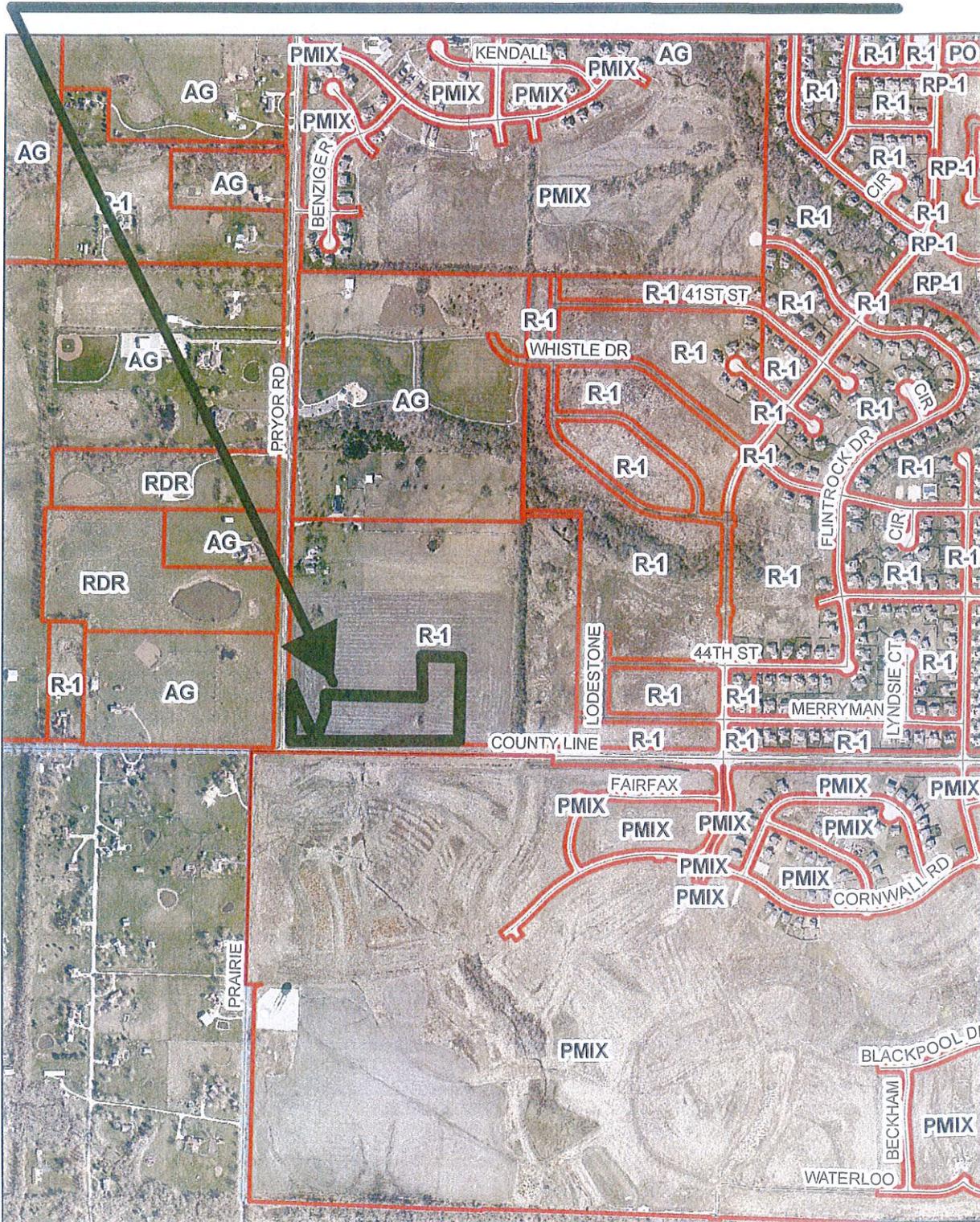
12. A final plat shall be approved and recorded (with the necessary copies returned to Planning and Codes Administration) prior to any building permits being issued. All subdivision-related public improvements must be complete prior to approval of the final plat by the City Council unless security is provided in the manner set forth in UDO Section 16.340.
13. Each lot and tract shall be labeled with its respective address.
14. The initials MMC shall be added to the City Clerk's signature block.

RGM/jmt

Attachments:

1. Final Plat, date stamped September 20, 2016 – 1 page
2. Single-family Residential Compatibility, date stamped September 20, 2016 – 3 pages
3. Location Map

PL#201-104 - PRELIMINARY PLAT THE MANOR AT STONEY CREEK, LOTS 42-81 & TRACTS N-P ENGINEERING SOLUTIONS, LLC, APPLICANT



Packet Information

File #: BILL NO. 17-282, **Version:** 1

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI FOR THE USE OF THE LONGVIEW RECREATION CENTER AQUATICS FACILITY FOR LIFEGUARD TRAINING AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Issue/Request:

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI FOR THE USE OF THE LONGVIEW RECREATION CENTER AQUATICS FACILITY FOR LIFEGUARD TRAINING AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Key Issues:

- Lee's Summit Parks and Recreation (LSPR) begins lifeguard training each spring in preparation for the upcoming summer pool season.
- LSPR has historically partnered with Longview Community College for use of their indoor aquatics facility for lifeguard training.
- Facility rental rates are \$25.00 per hour, with an additional \$1.00 per hour charge for each trainee over twenty (20) with a total not to exceed amount of \$2,700.00 for the term of the agreement.
- Trainings are scheduled to take place from March through July, 2018.
- Because the City and the Junior College District of Metropolitan Kansas City, Missouri, of which Longview Community College is a part, are both political subdivisions of the State of Missouri, any and all agreements between the parties, including facility use agreements, are considered intergovernmental agreements which require approval by the City Council in order for the Mayor to execute.

Proposed City Council Motion:

I MOVE FOR SECOND READING OF AN ORDINANCE APPROVING AN INTERGOVERNMENTAL FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI FOR THE USE OF THE LONGVIEW RECREATION CENTER AQUATICS FACILITY FOR LIFEGUARD TRAINING AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: [Enter Presenter Here]

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-282

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI FOR THE USE OF THE LONGVIEW RECREATION CENTER AQUATICS FACILITY FOR LIFEGUARD TRAINING 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 is a constitutional charter City, organized and existing under the laws of the State of Missouri (hereinafter "City"); and,

WHEREAS, the Junior College District of Metropolitan Kansas City, Missouri (a/k/a Metropolitan Community College) is a governmental entity organized and existing under the laws of the State of Missouri (hereinafter "Longview"); and,

WHEREAS, Lee's Summit Parks and Recreation (hereinafter "LSPR") regularly partners with Longview with regard to facility use and other programming; and,

WHEREAS, LSPR has upcoming lifeguard training classes and desires to hold said classes at the Longview Recreation Center's aquatic facility; and

WHEREAS, Longview has agreed to the schedule for training and has provided terms and conditions to the City with respect to LSPR's use of the facility, to which the City consents; and

WHEREAS, the parties have negotiated the terms and conditions of said use and have memorialized the same in the Facility Use Agreement, attached hereto as Exhibit A and incorporated herein as though fully set forth, and the parties desire to execute this Agreement in order to formalize the same.

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

SECTION 1. That the Facility Use Agreement by and between the City of Lee's Summit, Missouri and the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College for LSPR's use of the Longview Recreation Center Aquatics Facility for the purpose of conducting lifeguard training, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

SECTION 3. That should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

BILL NO. 17-282

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

ATTEST:

Mayor Randall L. Rhoads

City Clerk Trisha Fowler Arcuri

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

ATTEST:

Mayor Randall L. Rhoads

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian W. Head

FACILITY USE AGREEMENT

This Facility Use Agreement (Agreement) is made by and between the Junior College District of Metropolitan Kansas City, Missouri aka Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, whose principal office is located at 3200 Broadway, Kansas City, Missouri 64111, and City of Lee's Summit, Missouri on behalf of its Parks & Recreation (Lessee), whose principal office is located at 901 Blue Stem Drive, Lee's Summit, MO 64086.

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

1. Use and Condition of Premises and Equipment

1.1. Use and Condition of Premises. MCC agrees to grant to Lessee the use of swimming pool, pool deck space, classroom space, and locker rooms, but not use of the lockers in the Recreation Center, at MCC-Longview, located at 500 SW Longview Road, Lee's Summit, MO, 64081-2105 (Premises), for the express purpose of lifeguard training (Event). Use of the pool is limited to the use of 1-2 lanes of the Premises pool. Lessee shall not use the Premises for any other purpose nor shall it use any other part of the Premises other than as stated hereunder. Lessee accepts the Premises in present condition and agrees to keep and maintain the same in as good condition as at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this Agreement will deliver the same without notice to MCC in as good condition as when it received the same, ordinary wear and tear excepted. MCC shall not permit alcoholic drinks to be sold or provided on the Premises under any circumstances.

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

2. MCC Responsibilities. MCC shall provide staffing for the Recreation Center so that Lessee may have access to the facility for training and testing purposes. The foregoing notwithstanding, MCC shall not provide lifeguards or staff to supervise participants within the pool deck area.

3. Lessee's Responsibilities.

3.1. Lessee accepts full and total responsibility for supervision and safety of Participants including in the locker room. Use of the locker room is available only if adult supervision is provided by Lessee. Lessee will ensure adequate and reasonable adult supervision is provided, and the level of supervision is within Lessee's sole discretion. Lessee accepts all responsibility for supervision and safety of Participants.

3.2. Lessee will ensure that Participants do not enter locations not covered by this Agreement.

3.3. Lessee shall cleanup the Premises at the end of the Event, to include without limitation, the removal of trash.

4. Termination. Either party may terminate this agreement upon five (5) days written notice. If the Premises shall be destroyed or so damaged by fire or other unavoidable casualty whereby the use of the Premises is impracticable, this Agreement shall automatically terminate and fees are payable only for actual use and/or supplies or services purchased prior to such casualty.

5. Schedule. MCC shall grant Lessee use of the Premises on the dates and times as detailed on Exhibit A – Facility Use Schedule (Exhibit A) attached, hereto and incorporated herein. Such use of Premises excludes holidays, inclement weather closings, closures due to emergencies, or for any reason that use of the Premises is impracticable.

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

7. Fees. For and in consideration of the Use of the Premises and Equipment, Lessee shall pay MCC based on a daily rate of \$25 per hour for up to twenty (20) participants with an additional \$1 per person per hour for more than twenty (20) participants, upon receipt of MCC's monthly invoice. Lessee shall pay MCC a not-to-exceed total of \$2,700 under this Agreement. Lessee shall remit payment to MCC within twenty (20) days of receipt of MCC's invoice. If an invoice payment has not been received within twenty (20) days from the date of MCC's invoice, MCC reserves the right to suspend Lessee's use of the Premises until such time as MCC receives payment. Payments shall be sent to MCC in the care of Vikl Clark at MCC's address in section 1.1 herein.

8. Liability Requirements.

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

8.2. Indemnification. To the extent permitted by law, Lessee shall indemnify, defend, and hold harmless MCC, its trustees, officers, employees, agents, and representatives against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including reasonable attorneys' fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring in connection with any action, inaction, or conduct committed by Lessee or by its officers, directors, employees, students, volunteers, agents, or representatives during the term of this Agreement.

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

9. Notices. All communications relating to this Agreement shall be in writing and may be hand delivered, sent by overnight courier, or shall be deemed received within five (5) business days

after mailing if sent by registered or certified mail, return receipt requested to the parties at the addresses first written above. If to MCC regarding legal matters, notice shall be sent to the attention of the Legal Department.

10. Lessee's Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Lee's Summit, Missouri

By: _____

By: _____

Name: Dr. Kirk A. Nooks

Name: _____

Title: President, MCC-Longview

Title: _____

Date: _____

Date: _____

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

By: _____

Name: Shelley Kneuvean

Title: Vice Chancellor / CFO

Date: _____

Exhibit A – Facility Use Schedule

LEE'S SUMMIT PARKS & RECREATION – LIFEGUARD TRAINING

With the exceptions of inclement weather the Facility Use Schedule is as follows:

2018

Fridays, March 2, April 6, 13, 27, May 4, July 20

Classroom use; 4pm-7:30pm / Pool use 4pm – 7:30pm

Saturday, March 3, April 7, 14, 28, May 5, July 21

Classroom use; 8am – 5:30pm / Pool use, 10:30am-5:30pm

Sunday, March 4, April 8, 15, 29, May 6, July 22

Classroom use and pool use: 10am- 5:30pm

Fee will be charged at \$25 per hour for up to 20 participants, and an additional \$1 per hour for each participant exceeding the 20 participant base charge. Fee should be paid at the time the class attendance is finalized, no later than 20 days after class completion date.

Any reserved date listed above may be replaced with an alternate date upon the written mutual agreement of the parties, email being sufficient.

Packet Information

File #: AMENDED BILL NO. 17-270, **Version:** 1

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 12-4-17)

(Note: First Read by Council on December 14, 2017.)

Issue/Request:

REQUEST TO APPROVE AND FORWARD TO CITY COUNCIL AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

- Provision of city ordered tow services establishes a tow services contract which not only provides services for City owned vehicles but is also utilized by the Police Department in case of traffic related incidences.
- The contract establishes firm rates for tow services provided as well as an agreed upon response time.
- Citizens of Lee's Summit and/or travelers through Lee's Summit may take advantage of established rates if they do not have a tow service provider preference and the request for service is made by LSPD.
- The contract also aids in reducing predatory tow practices.
- Procurement & Contract Services issued the bid which opened on October 3, 2017. The bid was posted on the City's e-bidding service Public Purchase as well as the City's internet. Sixteen potential vendors were notified and seven bids were received. All respondents tow lots were located within the established twenty mile radius from City Hall that was a bid requirement determined by the Tow Committee.
- The recommended bid award from the Tow Committee was presented to the Public Safety Advisory Board (PSAB) at the November 21, 2017 meeting.
- Upon the recommendation from the Tow Committee, the Public Safety Advisory Board recommends awarding the contract to Ron's Auto & Truck Towing, LLC.

Proposed Committee Motion:

I move to recommend to have forwarded to City Council AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

- The original “Towing Service” Grievance Committee now known as the Tow Committee was originally formed on May 10, 1977 per Resolution No. 77-14. Resolution No. 77-14 was amended on May 13, 1980 by Resolution No. 80-09, on May 2, 1989 by Resolution No. 89-21, on February 4, 1997, Resolution No. 97-02 and on May 3, 2001 by Resolution No. 01-08.
- On June 24, 2014 the City entered into a contract with ABC Tow. During the second renewal term, ABC Tow went out of business. It was determined that this created an emergency situation and that an informal bid be issued for an undetermined interim period until a formal bid could be issued. This resulted in a bid award to Ron’s Auto & Trucking Towing, LLC, a one-time term & supply contract No. 2017-086 (Emergency Interim Tow Services). The contract term began on February 15, 2017.
- Multiple meetings were held with the Tow Committee, Fleet Manager Mark Stinson, Major Mansell of LSPD as well as potential tow service providers to establish a bid document that would foster competition as well as reflect more current industry standards and procedures.
- Ron’s Auto & Truck Towing, LLC was the highest ranking company based on the evaluation criteria as well as providing the overall lowest pricing.

Presenter: Ben Calia, Procurement and Contract Services Manager

Recommendation:

City staff, the City of Lee’s Summit’s Tow Committee and Public Safety Advisory Board recommends that the Finance & Budget Committee recommends forwarding to the City Council an ordinance approving the award of bid no. 2018-001 for a yearly term & supply contract with four possible one year renewals for City ordered tow services to Ron’s Auto & Truck Towing, LLC and authorizing the City Manager to execute the same by and on behalf of the City.

Committee Recommendation: A motion was made by Councilmember Faith, seconded by Councilmember Binney, that this Ordinance be forwarded without recommendation to the City Council - Regular Session due back on 12/14/2017. The vote was Councilmember Faith and Binney - Aye. Vice Chair Edson - Nay.

AMENDED BILL NO. 17-270

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit, through the Procurement and Contract Services Division, issued Bid No. 2018-001 for tow services for City owned vehicles as well as for use by the Police Department for traffic related incidents; and,

WHEREAS, Bid No. 2018-001 was advertised through the City's e-procurement system, Public Purchase, and sent to sixteen (16) potential bidders; and,

WHEREAS, as of the close of the time period for submission and bid opening of Bid No. 2018-001, a total of seven (7) responses were received by the City; and,

WHEREAS, based upon the evaluation of bid responses, as well as the comparative cost analysis conducted by the Procurement and Contract Services Division, the project evaluation committee recommended award of Bid No. 2018-001 to Ron's Auto & Truck Towing, LLC.

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

SECTION 1. That Bid No. 2018-001 be and hereby is awarded to Ron's Auto & Truck Towing, LLC.

SECTION 2. That the Yearly Contract for City Ordered Tow Services as a Yearly Contract by and between the City of Lee's Summit, Missouri and Ron's Auto & Truck Towing, LLC, generally for the purpose of provision of City ordered tow services on an as needed basis, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

AMENDED BILL NO. 17-270

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

Manager
Title _____ Date _____

RON HARVEY
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION

220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
Phone: 816-969-1083 Fax: 816-969-1081
Email Address: ben.calla@cityofls.net

INVITATION FOR BID NUMBER 2018-001

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

CITY ORDERED TOW SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM OR DELIVERED BY HAND TO THE PROCUREMENT AND CONTRACT SERVICES DEPARTMENT, 220 S.E. GREEN STREET, LEE'S SUMMIT, MISSOURI 64063 PRIOR TO THE OPENING DATE: TUESDAY, SEPTEMBER 26, 2017, 2:00 P.M. LOCAL TIME

There will be a pre-bid conference in the Howard A Conference Room, 2nd Floor, City Hall, 220 S.E. Green St. on Tuesday, September 19, 2017 9:00 AM LOCAL TIME. All interested bidders are encouraged to attend.

The cutoff date for any questions for this bid is Thursday, September 21, 2017 at Noon, Local Time.

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

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

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

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

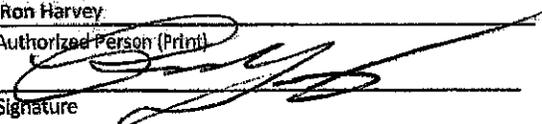
<u>Ron's Auto & Truck Towing, LLC</u>	<u>Ron Harvey</u>
Company Name	Authorized Person (Print)
<u>33811 E US HWY 50</u>	
Address	Signature
<u>Lees Summit, MO 64086</u>	<u>Manager</u>
City/State/Zip	Title
<u>(816) 810-5151</u> <u>(816) 697-5451</u>	<u>10/3/2017</u> <u>30-0599882</u>
Telephone # Fax #	Date Tax ID #
<u>Ronsautotrucktowing@yahoo.com</u>	<u>LLC</u>
E-mail	Entity Type

TABLE OF CONTENTS:

Legal Notice and Invitation For Bid	Page 1
Table of Contents	Page 2
Advertisement	Page 2
Scope	Page 3
Instructions to Bidders	Page 3
Specific Requirements	Pages 4-6
Terminology and Definitions	Pages 6-7
Specifications	Pages 7-11
Evaluation Criteria	Page 11
Pricing	Page 12
Work Authorization Affidavit and E-Verify	Page 13
General Terms and Conditions	Pages 14-19
Insurance Requirements	Pages 20-21
References and Experience	Page 22
Personnel Qualifications	Page 23
List of Equipment	Page 24
Sample Contract	Pages 25-26

INVITATION FOR BID NUMBER 2018-001

The City of Lee's Summit will accept electronically or hand submitted bids from qualified persons or firms for **City Ordered Tow Services** as a yearly contract. Bids must be received electronically in Public Purchase or delivered by hand by Tuesday, September 26, 2017, 2:00 PM Local Time. Bids will be read aloud publicly in the Howard A Conference Room, 2nd floor, City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> or by contacting the Procurement Officer or City Staff listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

There will be a pre-bid conference in the Howard A Conference Room, 2nd Floor, City Hall, 220 S.E. Green St. on Tuesday, September 19, 2017 at 9:00 AM, LOCAL TIME. **All interested bidders are encouraged to attend.**

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

Ben Calia, CPPB, Procurement and Contract Services Manager

SCOPE: The City of Lee's Summit is seeking qualified firms or persons to provide City Ordered Tow Services. To provide **TOW SERVICES** for abandoned, illegally parked, impounded and wrecked vehicles as requested by the Lee's Summit Police Department as well as City-owned vehicles as requested by the Fleet division and citizen requested tows on an as needed basis as One Time Term & Supply contract for the City of Lee's Summit to include but not limited to:

- 1.1 Normal and special recovery
- 1.2 Winching
- 1.3 Dollie Service
- 1.4 Accident clean-up
- 1.5 Tire changes
- 1.6 Jump starts
- 1.7 Unlocking services
- 1.8 Storage

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer conducting this solicitation, addendum(s) will be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. **The cutoff date for any questions for this bid is Thursday, September 21, 2017 at Noon, Local Time.**
- 1.3 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.4 The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.5 Bids submitted on separate forms are not acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.6 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the City Manager of the City of Lee's Summit shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City Manager.
- 1.7 In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- 1.8 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.9 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid or as stipulated on an appropriate addendum. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.10 Any award of a contract resulting from this invitation for Bid will be made only by written authorization from the City Manager.
- 1.11 If an award is a result of this invitation for Bid, a contract in the form of a Yearly Contract (YC) will be issued. The contract number must be referenced on all documentation including invoice.
- 1.12 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located in Section 8. Any bid conditioned on conflicting Terms & Conditions may be rejected.

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

2.0 SPECIFIC REQUIREMENTS OF BID:**2.1 Renewal Option:**

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

2.2 Licenses and Permits: The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 Insurance: The bidder must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to the award of a contract-if applicable.

2.4 Compliance: The following items shall be provided by bidder to the City of Lee's Summit Procurement and Contract Services Division:

2.4.1 To be provided with Bid submittal:

- **Bidder must complete the bid document in its entirety. Submit all Pages of this complete bid document**
(bidders to keep copy of bid submitted)
- List of References and Experience-Form 10.0
- Personnel Qualifications-Form 11.0
- List of Equipment and copies of registrations for equipment identified-Form 12.0
- Executed Addendum(s)-if applicable.

2.4.2 To be provided prior to the issuance of a contract:

- Business License
- Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
- Work Authorization Affidavit
- E-Verify Signature Page
- W-9 (new vendor only)
- Vendor Information Form (new vendor only)
- A copy of drivers licenses for those drivers identified on Section 11.0 PERSONNEL QUALIFICATIONS (updated information shall be provided with the removal or addition of drivers as well as a requirement of a renewal contract term)

2.5 No Financial Interest or Other Conflict: By submission of its response, the bidder certifies that they are currently in compliance with items 2.5.1 through 2.6.4 and shall remain in compliance throughout the term(s) of the contract.

2.5.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

2.5.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.6 Debarment and Suspension Status: Offeror hereby certifies to the City as follows for the life of the contract:

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- 2.6.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.6.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.6.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.6.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
- 2.7 **Experience:** The bidder shall state the number of years in business. The bidder must have at least five (5) years of experience managing and operating a towing business.
- 2.8 **Tow Truck Drivers.** Towing Company shall employ a minimum of five (5) tow truck drivers. The bidder shall submit a list of all competent and qualified drivers to be utilized in carrying out the Contract. The list shall include the following information:
- 2.8.1 A copy of each driver's Missouri Commercial Driver's License;
- 2.8.2 A current address;
- 2.8.3 Driver's experience, including number of years in the industry and any special training in towing. Towing Company warrants that all tow truck drivers utilized in carrying out this Contract are competent, qualified and licensed to operate a tow truck in the State of Missouri and are trained in the use of towing equipment. The City reserves the right to disapprove a driver for any reason, and the City is not required to provide an explanation for the disqualification of a driver.
- 2.8.4 **Drivers.** Towing Company shall employ a minimum of five (5) tow truck drivers, who shall be pre-approved by the City, who shall be available to meet the terms of the contract twenty four (24) hours per day, three hundred sixty five (365) days per year.
- 2.8.5 Tow truck drivers shall be directly employed by the Towing Company; subcontracting drivers is **not** allowed (refer to Section 4.12).
- 2.8.6 Tow truck drivers shall be in compliance with all requirements of the U.S. Department of Transportation.
- 2.8.7 Every tow truck driver is to be provided with a copy of the pricing under this contract and also a copy in protective sheeting is to be kept in every tow truck, along with the ticket book, so it can be utilized by every driver of the vehicle.
- 2.8.8 Only tow truck drivers with commercial driver's licenses (CDLs) shall be allowed to operate tow trucks GVWR over 26,000, per Missouri law.
- 2.8.9 Tow truck drivers with out-of-state driver's licenses shall obtain driver's licenses for the State of Missouri within 30 days of establishing residency within the state (except for those that reside in Kansas, who do not require State of Missouri driver's licenses), per Missouri law and the Missouri Department of Motor Vehicles.
- 2.8.10 **New Drivers.** Towing Company shall notify the Procurement and Contract Services Division in writing of any new driver to be utilized in carrying out the Contract prior to the individual performing work under the Contract. A new driver is any driver not listed by Towing Company in the original bid package. New driver notifications shall include submission of all information, as specified in Section 2.8, Tow Truck Drivers. The Procurement and Contract Services Division shall issue written approval or disapproval to the Towing Company of any new drivers within seven (7) days of receiving the notice from the Towing Company. Unapproved drivers will not be allowed to perform under this contract. The City reserves the right to disapprove a driver for any reason and the City is not required to provide an explanation for the disqualification of a driver.

2.8.11 New drivers should be informed of and trained on the contract terms and pricing as part of their initial job training and orientation.

2.9 **Applicable Laws.** Towing company shall abide by any and all local, state and/or federal laws pertaining to the provision of tow services.

2.9.1 The initial tow performed under RSMo §304.153, 304.155, or 304.157, shall remain in the state of Missouri unless authorized by the vehicle owner, or his or her authorized agent including a motor club to which the owner of the motor vehicle is a member.

3.0 TERMINOLOGY AND DEFINITIONS:

3.1 Definitions:

- 3.1.1 The "City" is the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063 and all of its departments and employees, including the Police Department.
- 3.1.2 The "Towing Company" is mentioned as such (Bidder, Offeror, Contractor, Towing Company, Tower, Towing Operator) in the bid document and includes the Owner, Chief Executive Officer or their designated representative(s).
- 3.1.3 The term "Estimated" represents approximate quantities for the period of time stated.
- 3.1.4 The "Tow Committee" is a committee established by City Council Resolution and appointed by the Public Safety Advisory Board to monitor this Contract and make recommendations as necessary. This committee shall have the responsibility for interpretation of questions or disputes regarding services rendered or charges made, and in turn shall forward any suggestions to the Public Safety Advisory Board for consideration as necessary; and ultimately to the Mayor and City Council, for final action.
- 3.1.5 A "Police-Ordered Tow" is the towing of a motor vehicle or equipment ordered by the Police Department for any of the following reasons:
- Abandoned vehicles, including motor vehicles, trailers, all-terrain vehicles, boats, or vessels, which are subject to removal from both public or private property, whether operational or not.
 - Illegally parked vehicles.
 - Impounded vehicles.
 - Wrecked vehicles where the owner/operator for whatever reason is not capable of requesting a tow service.
 - Tows where the service requested by the owner/operator of the vehicle is unable to respond in a reasonable time period.
 - All non-preference Tows.
 - Any other tow ordered by the City or Police Department not excepted by this Contract.
- 3.1.6 A "Non-Preference Tow" is a Police-ordered Tow where the owner/operator does not request service from a preferred tow service and, therefore, the Towing Company is contacted for service.
- 3.1.7 A "Citizen Request Tow" is a tow where a specific tow company is requested by a citizen to provide the required service, although the Police Department may be involved in placing the call for service.
- 3.1.8 A "Tow Ticket" is a form provided by the Police Department which records the type of tow and the amount charged for service by the Towing Company.
- 3.1.9 The "Tow Lot" is the area maintained by the Towing Company for the storage of towed vehicles.
- 3.1.10 A "Loaded Mile" is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery.
- 3.1.11 "Personal property" shall be defined as items necessary to meet personal needs, which shall include equipment, medication and eyewear prescribed by a physician, safety items such as a child's car seat, and may include other items as determined by the Police Department; but shall not include other personal property such as equipment or tools.
- 3.1.12 "Normal Recovery" is defined as follows: All four wheels on ground, street or right-of-way that can be backed up to by a tow truck and towed. No additional charges will be allowed for minimal rotating of vehicle for hookup. Towing of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles and pick-up trucks up to and including 3/4 ton. Service shall include cleanup of the roadway as directed by the Police Department. Towing of a vehicle with an attached trailer will be considered as one tow. However a separate storage charge per day for each vehicle and each trailer will apply. The separate storage charge for the trailer shall be clearly identified on the same tow ticket as the vehicle.
- 3.1.13 "Special Recovery" is defined as those cases where a vehicle is so damaged that it requires the tying shut its doors, and the removal of all broken glass and loose parts, as necessary, before the vehicle can be safely towed. Special recovery charges

may be in addition to the normal recovery charges, but shall not exceed one hundred and fifty percent (150%) of the normal recovery charge.

- 3.1.14 **"Re-delivery"** is defined as towing a vehicle from the Tow Lot to another location (e.g., a body shop, owner's home, etc.). Charges for re-delivery shall be the same as the initial tow; e.g., Normal or Special Recovery.
- 3.1.15 **"Winching"** is defined as a towing winch which pulls cars onto either the towing platform, if it's a platform tow truck, or up into the towing sling if it's a drag-style tow truck.
- 3.1.16 **"Dollie Service"** is defined as a dolly that elevates the front (or back) wheels of the vehicle being towed so that it can be towed by a drag-style tow truck.
- 3.1.17 **"Tire Changes"** shall consist of replacing a damaged tire.
- 3.1.18 **"Covering Vehicle"** shall consist of the use of a tarpaulin or similar covering to cover one or all windows or door openings to protect a vehicle's interior from weather damage.
- 3.1.19 **Jump starts** shall consist of starting a vehicle by use of a booster cable.
- 3.1.20 **Unlocking vehicles** shall consist of releasing the lock on the door of a vehicle with an auto unlocking tool.
- 3.1.21 **Mileage Charges** are defined as charges for the distance from the pick-up point to the delivery point of a towed vehicle will only be allowed for tows outside City limits.-A loaded mile is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery. Mileage rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.

4.0 SPECIFICATIONS:

4.1 **Towing Services Covered by this Contract.** The Towing Company shall provide towing services pursuant to this Contract for the following tows:

- 4.1.1 Police-ordered Tows;
- 4.1.2 Non-preference Tows; and
- 4.1.3 Tows requested by City departments for City-owned vehicles or equipment.

4.2 Payment

The City shall be responsible only for payment for the towing of City-owned vehicles and equipment. The Towing Company shall invoice the City monthly for tows of City vehicles and equipment accompanied by copies of the Towing Company's Tow Tickets. Payment will be processed within thirty days of receipt and all invoices must be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net.

4.3 Towing Services Not Covered by this Contract (Citizen Request Tow)

- 4.3.1 The Police Department shall be responsible for identifying a tow as a Citizen Requested Tow and may facilitate notification of an alternative tow company if for any reason the requested tow company is unable to respond within thirty (30) minutes in which case Police Department may contact the City's Towing Company and the tow shall become a "Police-ordered Tow" subject to the terms and conditions of this Contract.
 - 4.3.2 If the Towing Company is the preferred company as requested by a private citizen, the service provided is not regulated by this Contract and is considered a Citizen Requested Tow. All fees for a Citizen Requested Tow shall be privately negotiated between the Towing Company and the citizen. The Towing Company is not required to use a Police Department issued Tow Ticket or apply the Contract pricing for a Citizen Request Tow.
 - 4.3.3 The parties to this Contract agree that the City and its employees shall not be responsible for, or liable to Towing Company for, the payment or collection of charges performed for the general public at the request of the Police Department.
- 4.4 **Availability and Response Times.** Towing services must be available twenty four (24) hours per day, three hundred sixty five (365) days per year. Towing Company shall respond to a request for towing services by the Police Department as quickly as possible and shall arrive at the location requested, provided the location is within the City limits, no later than thirty (30) minutes after receiving the call for service. Failure to respond within thirty (30) minutes may be excused by the City only in the case of severe weather as determined solely by the City.

In the event that the Towing Company fails to respond within thirty (30) minutes, the Police Department shall have the discretion of ordering a tow from a different company. The citizen or City will be responsible for payment of the towing services as otherwise provided herein. For unexcused delayed tows, the Procurement and Contract Services Division shall provide documentation of the charges for towing services from the alternative towing company to the Towing Company. The Towing

Company shall reimburse the citizen or City for the difference between the Contract fees and the price charged by the alternate tow company.

In the event of an emergency in which the Towing Company is unable to handle the volume or the Police Department determines that it is necessary for the safety, health, or welfare of the general public to use an alternative means to remove vehicles outside of this Contract, the Police Department has the ability to do so. These circumstances may include multiple vehicle accidents occurring within the corporate city limits within a close time period, but shall not be limited to this exception only.

- 4.5 **Waiting Time.** If at any time the Towing Company is required by the Police Department to stand by after arrival at the designated location for longer than thirty (30) minutes prior to starting tow procedures, the Towing Company shall be allowed to charge an hourly rate. Tow tickets must be signed by the on-scene Police Officer indicating that, in fact, the Police Department asked the Towing Company to stand by.
- 4.6 **Cancellation.** A cancellation charge may be applied whenever a call for service is received from the Police Department dispatcher and is cancelled by the Police Department. A cancellation rate only applies once the tow truck arrives on the scene. Cancellation rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.
- 4.7 **Point of Contact.** Towing Company shall provide the City with a single telephone number and shall answer that number for the purpose of receiving requests for towing services twenty four (24) hours per day, three hundred sixty five (365) days per year.
- 4.8 **On-Scene Instruction.**
- 4.8.1 Towing Company agrees to cooperate with the City and shall readily accept and follow instructions by police officers at the scene and shall tow vehicles to the approved Tow Lot or other destinations as ordered by the City.
 - 4.8.2 Towing Company shall clean up and remove from the roadway all debris associated with an Incident that results in a tow as directed by the on-scene officer. A specific time limit shall not apply for clean-up activities, but the Towing Company shall work expeditiously to clear the scene of debris. Towing Company shall provide and supply all materials and equipment required to clean the scene from debris including, but not limited to, absorbing material, shovel, broom, etc.
 - 4.8.3 Towing Company agrees that the necessary time will be provided to the Police Department, and other law enforcement officers, to conduct required investigations of incidents involving vehicles prior to the towing of a vehicle. Waiting charges may be assessed only as specified in Section 7.0 Pricing.
 - 4.8.4 Vehicle Identification Numbers (VINs) shall be double-checked by the Towing Company.
 - 4.8.5 Vehicles shall be towed facing forward whenever possible to reduce exposure to damage claims that may be caused by pulling a vehicle opposite of the way it was designed for travel.
 - 4.8.6 Towing Company is to provide driver(s) of vehicle(s) with the Towing Company contract information.
- 4.9 **Towing of Commercial Motor Vehicles,** whether abandoned, illegally parked, impounded or wrecked, shall be towed by the contract Towing Company if requested by the City. In the event the City requests the Towing Company to perform this service, such tow shall be performed at rates reasonable and customary in the industry, subject to review and approval of the Tow Committee.
- 4.10 **Disconnection/Reconnection of Drive Line.** Drive lines may need to be disconnected prior to towing, and reconnected upon arrival at the drop location.
- 4.11 **Certified Letters to Vehicle Owners.** Letters must be sent via Certified U.S. Mail, Return Receipt Requested, to vehicle owner and any lien holder when claiming a lien for recovering, towing or storing abandoned property, pursuant to RSMo. Chapter 304.
- 4.12 **Subcontracting.** Towing Company will not be allowed to subcontract, assign or transfer any interest in the work covered by this Contract.
- 4.13 **Overcharge.** If it comes to the attention of the City that an overcharge has occurred, the Towing Company shall be notified in writing (by electronic or U.S. mail) by the Procurement and Contract Services Division or Police Department and must refund the overcharge to the customer within fifteen (15) days of receipt of the notice. Notice of refund and photocopy of refund documentation shall be submitted to the Procurement and Contract Services Division within the same timeframe.
- 4.14 **Independent Contractor.** Towing Company agrees that it is an independent contractor under the terms of this Contract, not covered by City insurance or tax exemptions, nor is it an employee of the City.

4.15 **Contract Clarifications.** Any requests for clarification of the Contract by the Towing Company shall be submitted in writing to the Procurement and Contract Services Division. The Procurement and Contract Services Division shall provide a written response within seven (7) business days upon receipt of the clarification request.

4.16 **Tow Lot.** Towing Company shall maintain a Tow Lot for storage of vehicles and an office for the release of vehicles. The Tow lot shall either be located within the city limits of Lee's Summit or within twenty (20) miles of the City of Lee's Summit. Proximity shall be determined by utilizing Map Quest to determine the number of miles from Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO 64063 to the physical address of the tow lot location.

33811 E. US, HWY 50

Tow Lot Physical Address:

Lees Summit, MO 64086

City/State/Zip Code

Does the tow lot property meet all of the requirements identified in bid sections 4.16-4.18? Yes No

4.16.1 The Tow Lot shall be a sole-use facility (used only for towing).

4.16.2 The Tow Company shall currently own or lease and maintain a Tow storage lot in compliance with requirements stipulated in paragraph 4.16 above.

4.16.3 **Storage.** Outside storage of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles, and pick-up trucks up to and including ¾ ton. A separate storage charge per day for a vehicle and trailer towed together will apply. The separate storage charge for the trailer shall be clearly identified on the same tow ticket as the vehicle (One full calendar day or any part thereof). Storage rates may be different for vehicles up to ¾ ton and those over ¾ ton. The City will not be responsible for storage fees on any impounded vehicle on which the Police Department has placed a hold. However, this does not preclude the Towing Company from charging the owner of the vehicle the standard rates established by this contract. The City will not pay storage fees on any City owned vehicle.

4.16.4 The Tow Lot shall be clearly marked and identified by approved exterior signage as the location of the Tow Lot.

4.16.5 The minimum lot size of the Tow Lot shall be able to hold approximately eighty (80) vehicles).

4.16.7 The Tow Lot shall be hard-surfaced (asphalt or concrete).

4.16.8 Vehicles stored in the Tow Lot shall be arranged in rows and not stacked upon one another.

4.16.9 The Tow Lot shall not be located in a 100 year flood plain.

4.16.10 The Towing Company's office shall be open from at least 8:00 a.m. to 6:00 p.m., Monday through Friday.

4.16.15 The Towing Company's office shall have secure, on-site storage for tow records.

4.16.16 The Towing Company's office shall have 24-hour dispatch service and software, and GPS tracking of tow vehicles.

4.16.17 Towing Company shall have personnel on the Tow Lot available to provide the release of vehicles and/or personal property contained in vehicles and to accompany the owner/driver and/or insurance adjusters to vehicles during the hours specified in this contract.

4.16.18 Except as provided in § 304.155, RSMo, the Towing Company shall release personal property from a towed vehicle to the owner of the towed vehicle during normal business hours at the owner's request and at no additional charge. For the purposes of this Contract, personal property shall be defined as items necessary to meet personal needs, but shall not include other personal property such as equipment or tools. When personal property release is in question, the Towing Company shall contact the Police Department for instruction prior to releasing personal property.

4.16.19 Towing Company shall also post at the office of the Tow Lot and at the Police Department a telephone number for the public where Towing Company can be reached on weekends and holidays, between the hours of 8:00 a.m. and 6:00 p.m. Any release of vehicles or personal property outside of normal business hours (8:00 a.m. to 6:00 p.m. Monday through Friday) may incur additional charges. The posting at the Towing Company's office shall be in such a location that it can be read by the public when the Towing Company's office is either open or closed.

4.16.20 Towing Company agrees to provide access to the Tow Lot by City employees on a twenty-four (24) hour basis, seven (7) days per week without charge to the City.

4.17 **Release of Vehicles from Tow Lot.** Towing Company shall accept and abide by release documents issued by the City and shall handle the physical release of vehicles without the need for Police Department personnel at the Tow Lot. Towing Company will

cooperate with the City completely, and comply with any request or direction issued regarding the release of vehicles from the Tow Lot.

- 4.18 **Additional Trips (after-hours release of vehicles).** It shall be the responsibility of the Towing Company to notify the owner/driver of the hours the lot and office will be open (MONDAY THROUGH FRIDAY, 8:00 A.M. TO 6:00 P.M.). The per trip rate may be charged only when opening at hours other than those the Towing Company is required by Contract to have the lot and office open, or personnel available for the release of vehicles. However, Towing Company shall NOT assess extra charges when already on the premises and release is requested. Extra charges are to be assessed only when Towing Company's office is closed and a Towing Company representative is not on the premises.
- 4.19 **Equipment.** Towing Company shall submit a listing of all equipment (owned or leased) to be used under this Contract for approval by the City, see section 12.0 LIST OF EQUIPMENT.
- 4.19.1 Towing Company shall maintain in good mechanical condition and shall have available twenty-four (24) hours per day, three hundred sixty five (365) days per year the following equipment:
- 4.19.2 A minimum of five (5) tow trucks; which includes a minimum of one (1) hauler/flatbed truck, one (1) recovery boom, one (1) 25-ton minimum recovery unit, and two (2) tow trucks. The minimum acceptable size and capacity of the tow trucks is 19,500 GVW with a minimum boom of eight thousand (8,000) pounds with a constant pull winch with a minimum of eight thousand (8,000) pounds.
- 4.19.3 Equipment capable of recovering and removing the average tractor trailer.
- 4.19.4 A reliable means of communication between the Towing Company's office and each towing vehicle. Pagers and cellular phones are acceptable means of communication. Citizen band radios are not approved means of communication.
- 4.19.5 **Accessory Equipment.** Each vehicle maintained by the Towing Company shall be equipped with rotary flashing red or yellow beacon lights, emergency flashers, back-up lights, work lights, brooms, flares, and tarps or other protective material with adequate tie-downs for the protection of vehicles. All vehicles, with the exception of haulers, must be equipped with dollies.
- 4.19.6 **Equipment Identification.** All vehicles used to perform the services required by this contract shall be marked and identified with the name of the Towing Company, and shall be registered with the U.S. Department of Transportation.
- 4.19.7 **Proper Licensing.** Towing Company warrants that all vehicles utilized in carrying out the terms of this Contract are licensed to operate in Missouri and that all equipment shall be maintained in good mechanical condition.
- 4.19.8 **Additional Equipment Approval.** During the term of the Contract, Towing Company shall notify the Procurement and Contract Services Division of any new equipment to be utilized in carrying out the Contract. New equipment is any equipment not listed by Towing Company in the original bid package. Towing Company shall also prove that all new equipment is owned by said Towing Company and shall be marked and identified with the name of the Towing Company. The new equipment shall be in good mechanical condition and comply with all terms of this Contract. If new equipment is not in good mechanical condition, it shall not be used to perform services under the Contract.
- 4.19.9 **Equipment Registration.** All tow equipment must be registered to the Towing Company. A copy of the current license(s) and registration(s) must be provided with bid submittal.
- 4.21 **Tow Tickets.** Towing Company shall use Tow Tickets for all tows performed under this contract. The City will provide Towing Company with the Tow Ticket form to be used for Police-Ordered Tows and will be responsible for providing a sufficient number of Tow Tickets for the Towing Company's use. The Towing Company's own Tow Ticket form shall be used for tows of City vehicles, and shall be turned into the Fleet Division. Additional Tow Tickets can be obtained by the Towing Company from the Police Department during normal working hours Monday through Friday, 8:00 AM to 5:00 PM. The only other time Towing Company may use a different tow ticket or method of invoicing is when the tow is classified as a Citizen Request Tow by the Police Department.
- 4.22 **Reports.** Towing Company shall keep records of all services performed under this contract. On Monday of each week, Towing Company shall deliver (via hand delivery or electronically) to the Administration Division of the Police Department, 10 N.E. Tudor Road, Lee's Summit, MO 64086, copies of all Tow Tickets along with copies of all paid invoices associated with each Tow Ticket issued the prior week. Each Tow Ticket shall set forth the charges made for towing service. All towing charges shall comply with Section 6.0 Pricing of this contract. Towing Company shall have thirty (30) days to notify the City of any corrections to tow tickets due to billing errors on Towing Company's part.

Towing Company shall comply with State statutes in the reporting of abandoned property in Towing Company's possession that is unclaimed for ten (10) days from date of tow to the Police Department. The Towing Company shall notify the Police Department by fax a list of those vehicles towed under this contract that remain on the Towing Company's lot on a daily basis. Towing Company may provide reports via their dispatch/towing software with City approval.

4.23 Performance Reporting and Termination

- 4.23.1 **Performance Reporting.** The Towing Company will be evaluated on services provided during the course of the Contract on a regular basis and a written report of performance results will be submitted monthly by the Police Department through the Procurement and Contract Services Division to the Tow Committee. Towing Company shall be notified monthly of any noted deficiencies in service or problems with compliance with this Contract.
- 4.23.2 **Termination.** If Towing Company violates any of the terms and conditions of this Contract, fails or refuses for any reason to furnish the services required under this Contract, or charges a fee in excess of that described in Section 7.0 Pricing, the City shall have the right to terminate this Contract.

4.24 Other Provisions – Tow-Related

- 4.24.1 Towing Company must have a business license on file with the City. If Towing Company is registered with the Federal Department of Transportation, a local business license is not required, but proof of registration shall be provided. Towing Company must show either evidence of a Federal DOT registration or a copy of a current business license obtained from the City.
- 4.24.2 Towing Company shall be responsible for complying with the Revised Statutes of Missouri and the Lee's Summit Code of Ordinances for any sale of stored, unclaimed vehicles.
- 4.24.3 Towing Company agrees to comply with all applicable federal and state laws and City Ordinances, including, but not limited to, Federal DOT and OSHA requirements, Missouri revised state statutes, zoning, fair labor practices and employment discrimination.
- 4.24.4 Towing Company represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Contract for a gratuity, commission, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of Towing Company or bona fide established commercial or sales agencies.
- 4.24.5 Hold harmless. The Towing Company shall indemnify, defend, become responsible for and forever save harmless the City, its boards, committees, commissions, officers, agents and employees from any and all liability, cost or expense, including reasonable attorney's fees and costs of defense incurred by them:
1. For loss or damage to property of the Towing Company, its officers, agents, employees, licensees, contractors and invitees, pursuant to and or in performance of this contract or for injury to or death of any such employee, agent, licensee, invitee or contractor, pursuant to and/or in performance of this contract however arising; and
 2. Arising directly or indirectly from any act or omission of the Towing Company, or any person acting on the Towing Company's behalf, done or claimed to have been done by virtue of or pursuant to this Contract.
 3. Any expense arising out of the operation of the Tow Lot.

5.0 Evaluation Criteria. Bids will be evaluated by City personnel. They will make a comparative assessment of the bidder's response to this Invitation to Bid based on the materials provided. The evaluation point breakdown is as follows:

- 5.0.1 Service Costs-Form 6.0 Pricing
- 5.0.2 References and Experience of Tow Service Provider-Form 10.0
- 5.0.3 Tow Lot proximity to the City of Lee's Summit
- 5.0.4 Personnel Qualifications-Form 11.0
- 5.0.5 Equipment-Form 12.0

SCORING RANGES

	50 Point Item	20 Point Item	10 Point Item
Outstanding	37 – 50	16 – 20	9 – 10
Exceeds Acceptable	25 – 36	11 – 15	6 – 8
Acceptable	13 – 24	6 – 10	3 – 5
Marginal	0 – 12	0 – 5	0 – 2

		Max. Pts.	Score
1.	Service Costs-Pricing: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.	<u>50</u>	_____
2.	References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.	<u>20</u>	_____
3.	Tow Lot Proximity: Consideration will be given to those firms whose tow lots are located in closer proximity to the City of Lee's Summit.	<u>10</u>	_____
4.	Personnel Qualifications: Consideration will be given to the qualifications of the personnel who will be carrying out contractual duties.	<u>10</u>	_____
5.	Equipment: Consideration will be given to the type, capability of and condition of the equipment to be utilized in performing contractual duties.	<u>10</u>	_____
		Total(100)	_____

See Addendum #1

6.0 PRICING

DESCRIPTION OF SERVICES FOR January 2016 – December 2016	ESTIMATED QUANTITY	UNIT	UNIT COST
1. Normal Recovery			
VEHICLES UP TO ½ TON	600	EACH	\$
VEHICLES OVER ½ TON	270	EACH	\$
2. Special Recovery	100	EACH	\$
3. Re-delivery	30	EACH	\$
4. Winching	320	MINIMUM	\$
HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$
5. Dolly Service (per application)	100	EACH	\$
6. SR 40/50 Rotator		HOUR	\$
7. Tire Changes	10	EACH	\$
8. Covering Vehicle	20	EACH	\$
9. Jump Starts	50	EACH	\$
10. Unlocking Vehicles	50	EACH	\$
11. Mileage Charges (average 10mi/trip)	715	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		MILE	\$
VEHICLES OVER ½ TON – PER LOADED MILE		MILE	\$
12. Additional Trips (after-hours release of vehicles)	45	EACH	\$
13. Storage Days	1421	SEE BELOW	SEE BELOW
VEHICLES UP TO ½ TON		DAYS	\$
VEHICLES OVER ½ TON		DAYS	\$
14. Waiting Time	3	SEE BELOW	
VEHICLES UP TO ½ TON		HOUR	\$
VEHICLES OVER ½ TON		HOUR	\$
15. Cancellation by the City	2	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		EACH	\$
VEHICLES OVER ½ TON – PER LOADED MILE		EACH	\$
16. Drive Line Disconnection & Reconnection	20	EACH	\$
17. Certified Letters to Vehicle Owners	1	EACH	N/A
18. Additional Equipment/Services (Optional)	N/A	LIST SEPARATELY-SEE BELOW	

6.1 Additional Equipment/Services (Optional)

Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

Company /Software Name: _____

Description: _____

Web Address: _____

Ability to provide reports based on the tow ticket example attached? Yes No

Fee for City use (if any) \$ _____

6.3 Towing Company will provide for the storage of vehicle at: _____ (tow lot address)

Lot size: _____ square feet

6.4 Tow Lot located within twenty (20) miles of 220 S.E. Green St., Lee's Summit, MO 64063. _____ Yes _____ No

6.5 All pricing shall remain firm and fixed for the duration of the contractual term.

7.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: 1. Provide, by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. E.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program. The signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program **MUST** be provided prior to the issuance of a contract.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

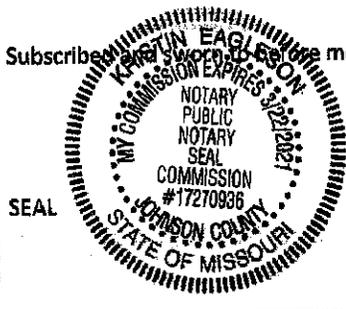
County of Jackson)
) ss.
State of Missouri)

My name is RON HARVEY I am an authorized agent of ROUS AUTO & TRUCK TUNING LLC ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a sub bidder that knowingly employs or contracts with an illegal alien.

[Signature]
Affiant
RON HARVEY
Printed Name

Subscribed and sworn to before me this 2nd day of October, 2017
[Signature]
Notary Public



8.0 GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initiated by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a **A** Best's rating and a **BBB+** or better financial performance rating per the current A.M. Best Company ratings).
 - A **BID DEPOSITS (BONDS).**
 Bid Deposit Not Required .
 Bid Deposit Required as stipulated in the "Invitation for Bid".
 Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):
 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

B PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.

Performance and Labor and Material Payment Bonds Not Required .
 Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".
 Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (2) Date of bonds shall be the same as the date of City's execution of the contract.
- (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.

11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. AWARD OF CONTRACT.
A BASIS OF AWARD.

- (1) Only firm bids will be considered.
- (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
- (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.

B EVALUATION OF BIDS.

- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
- (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C NOTICE OF AWARD. After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.

17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.

18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the Invitation to bid).

CONTRACTUAL REQUIREMENTS.
GENERAL CONTRACTUAL REQUIREMENTS.
1. DEFINITIONS.

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

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
 3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
 4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
 5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
 6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
 7. **GENERAL WARRANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
 8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
 9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
 10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
 11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
 12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
 13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
 14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
 15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
 16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
 17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
 18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
 19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
 20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnify hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his sub-contractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
 21. **SUB-CONTRACTS.**
 - A. The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
- D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A. The Contract shall consist of a PURCHASE ORDER and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B. The contract shall consist of a YEARLY CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C. The contract shall consist of a ONE-TIME CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D. Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is

compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A Wage Rate Stipulation - State of Missouri. If required by the "Invitation to Bid"
 - B Wage Rate Determination - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound. Arbitration shall not apply to any contract resulting from this IFB.
 - B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
 - B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
- A Time to Commence Work: Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
 - B Time Starts to Run: The Contract Time shall start to run on the date stated in the Notice to Proceed.
 - C Time of Contract: Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
 - D Excusable Delays: The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
 - (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - (2) To any acts of the City.
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
 - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
 - B Engineer's Pay Estimates:
 - (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the monies paid or to be paid to him on account of the Contract price.
 - (3) Engineer may refuse to render an Engineer's pay estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE (for Construction Purposes).** Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

technical specifications must comply with standards of the Williams Stolger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 - 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

9.0 INSURANCE REQUIREMENTS:

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

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

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

SUB-CONTRACTOR'S INSURANCE: if any part of the contract is to be sublet, the Contractor shall either:
 Cover all sub-contractors in the Contractor's liability insurance policy or,

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

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

PUBLIC LIABILITY: Public liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions per U.S. DOT requirements as set forth under 49 Code of Federal Regulations, section 172.101.

COMMERCIAL GENERAL LIABILITY POLICY:

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

Policy must include the following conditions:

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

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

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000

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

GARAGE LIABILITY:

Limits: \$500,000 Each Accident
Combined Single Limit
Bodily Injury & Property Damage

Conditions: Premises & Operations
Products/Completed Operations

GARAGEKEEPERS LEGAL LIABILITY:

Limits: \$100,000 Each Occurrence (not each vehicle)

Conditions: Fire, Lighting, Explosion, Theft, Windstorm, Hall, Vandalism, Collision including Collision of a Transporting Conveyance.

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

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

GENERAL INSURANCE PROVISIONS:

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

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

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

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

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

City of Lee's Summit

220 S.E. Green Street
Lee's Summit, MO 64086

The City of Lee's Summit does not need to be named as additional insured on any Auto liability Insurance requirements.

10.0 REFERENCES AND EXPERIENCE

A MINIMUM of 3 Years experience is required of the successful bidder, in similar services, described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are REQUIRED to provide the information below in FULL DETAIL.

How many years has your firm been in business?		YEARS:	
List references showing contracts, held by your company, providing the same services for other municipalities or private companies. If more space is required, please make as many copies of this form as necessary and submit with bid submittal.			
Company Name & Address	Contact Name/Phone Number	Job/Contract Dates:	Describe Services You Provided:
Jackson County Sheriff's Office	Col. Benny Kenny		Towing & Recovery
Lake Lotowana Police Department	Sgt. Thompson		Towing & Recovery
Lone Jack Police Department	Chief Forbes		Towing & Recovery
Lake Tapawingo Police Department	Chief Ross		Towing & Recovery
Grain Valley Police Department	Sgt. Hedger		Towing & Recovery
Johnson County MO Sheriff's Office	Dep. Martinez		Towing & Recovery
Lees Summit Police Department	Major Manzell		Towing & Recovery
Missouri State Highway Patrol			Towing & Recovery

12.0 LIST OF EQUIPMENT:

Complete the table below stipulating to identify the tow truck/equipment (owned or leased) that is available for utilization in the performance of this contract. If more space is required, please make as many copies of this form as necessary and submit with bid submittal. A copy of the current registration(s) must be provided with bid submittal.

Tow Truck/Equipment Type	Model	Model Number	Mileage:	Current Registration Number:
2016 Dodge Flatbed	5500			73B-0AM
2014 Dodge Flatbed	5500			48E-6AW
2014 Dodge Wrecker	4500			33A-8YU
2011 Ford Flatbed	F-650			93A-GOA
2006 Kenworth Wrecker	35 Ton			63A-GOA
1993 Freightliner Wrecker	20 Ton			48B-7AW
2015 Dodge Wrecker	4500			33A-8YU
2016 Dodge Flatbed	5500			93B-0AM
2009 Chevy Wrecker	3500			843-7BA
2016 Takeuchi Loader				

13.0 SAMPLE CONTRACT:

THIS CONTRACT, made this _____ day of _____ 20____, is herein called Yearly Contract for _____ as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and _____, (hereinafter "Supplier").

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

WHEREAS, Supplier did on the ___ day of _____, 20XX, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

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

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____ 20XX, Bid No. 20XX-____, Contract period from _____ to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # ____ - ____; section ____ Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	Dated:	Pages	through
Specifications:	Dated:	Pages	through
General Conditions:		Pages	through

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."



BID NUMBER: 2018-001

ADDENDUM NUMBER: 1
Date: September 19, 2017

The original Invitation for Bid# 2018-001 for **City Ordered Tow Services** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

The original bid document for Invitation for Bid# 2018-001 had an original closing date and time of Tuesday, September 26, 2017, 2:00 P.M. Local Time. The bid opening date has been extended until Tuesday, October 3, 2017, 2:00 P.M. Local Time.

PRE-BID CONFERENCE

DATE/TIME: September 19, 2017, 9:00 A.M.

The Pre-Bid Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the invitation for bid, by allowing potential bidders to ask questions. The City intends to make an award to a responsive and responsible company through an open and competitive procurement process; one that will satisfy all the requirements that is deemed to be in the best interest of the City.

The Pre-Bid Conference was opened with introductions and a statement of purpose by the Procurement and Contract Services Manager, Ben Calla.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: Q = Question, A = Answer, C = Clarification and S = Statement

S. The phrase "One Time" of the first paragraph located under SCOPE located on page 3 of the bid document shall be considered removed from the bid document.

S. The phrase "if applicable" located in section 2.0 SPECIFIC REQUIREMENTS OF THE BID, paragraph 2.3 of the bid document shall be considered removed from the bid document.

S. The sentence "Towing of a vehicle with an attached trailer will be considered as one tow..." located under section 3.0 TERMINOLOGY AND DEFINITIONS, 3.1.12 "Normal Recovery" on page 6 shall be replaced by the following: "Towing of a vehicle with an attached trailer may be considered as two tows if said vehicle and trailer cannot be towed together as one tow. A separate storage charge per day for said vehicle and trailer will apply. The separate storage charge for the trailer shall be clearly identified on the applicable tow ticket." This language will be deemed as inserted into the bid document.

S. The phrase "Section 7.0 Pricing" located under section 4.0 SPECIFICATIONS, paragraph 4.8 ON-SCENE INSTRUCTION, item 4.8.3 shall now read as "Section 6.0 Pricing".

S. The original section "6.0 PRICING" shall be replaced with the revised enclosed 6.0 PRICING page. Please dispose of the original section "6.0 PRICING" and submit the revised enclosed 6.0 REVISED PRICING PAGE with your bid submittal. Bid submittals that do not provide the revised enclosed 6.0 REVISED PRICING PAGE will be considered nonresponsive.

6.0 REVISED PRICING PAGE

DESCRIPTION OF SERVICES FOR January 2016 – December 2016	ESTIMATED QUANTITY	UNIT	UNIT COST
1. Normal Recovery			
VEHICLES UP TO ½ TON	600	EACH	\$ 75.00
VEHICLES ½ TON TO 26,000 POUNDS	270	EACH	\$ 75.00
VEHICLES OVER 26,000 POUNDS		EACH	\$ 125.00
2. Special Recovery	100	EACH	\$ 100.00
3. Re-delivery	30	EACH	\$ 100.00
4. Winching	120	MINIMUM	\$ 125.00
HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$ 100.00
5. Dolly Service (per application)	100	EACH	\$ 60.00
6. Tire Changes	30	EACH	\$ 60.00
7. Covering Vehicle	20	EACH	\$ NC
8. Jump Starts	50	EACH	\$ 60.00
9. Unlocking Vehicles	50	EACH	\$ 60.00
10. Mileage Charges (average 10mi/trip)	715	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		MILE	\$ 3.00
VEHICLES OVER ½ TON – PER LOADED MILE		MILE	\$ 3.00
11. Additional Trips (after-hours release of vehicles)	45	EACH	\$ 60.00
12. Storage Days	1421	SEE BELOW	SEE BELOW
VEHICLES UP TO ½ TON		DAYS	\$ 40.00
VEHICLES OVER ½ TON		DAYS	\$ 40.00
13. Waiting Time	3	SEE BELOW	
VEHICLES UP TO ½ TON		HOUR	\$ 60.00
VEHICLES OVER ½ TON		HOUR	\$ 60.00
14. Cancellation by the City	2	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		EACH	\$ NC
VEHICLES OVER ½ TON – PER LOADED MILE		EACH	\$ NC
15. Drive Line Disconnection & Reconnection	20	EACH	\$ 50.00
16. Certified Letters to Vehicle Owners	1	EACH	N/A
17. Additional Equipment/Services (Optional)	N/A	LIST SEPARATELY-SEE BELOW	

6.1 Additional Equipment/Services (Optional)

Description: Skid Steer Fee: \$ 75.00

Description: _____ Fee: \$ _____

Description: _____ Fee: \$ _____

Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

Company /Software Name: _____

Description: _____

Web Address: _____

Ability to provide reports based on the tow ticket example attached? Yes No

Fee for City use (if any) \$ _____

6.3 Towing Company will provide for the storage of vehicle at: 33811 E 50 Hwy 25, Mo 64086 (tow lot address)

Lot size: 1 Acre square feet

6.4 Tow Lot located within twenty (20) miles of 220 S.E. Green St., Lee's Summit, MO 64063. Yes No

6.5 All pricing shall remain firm and fixed for the duration of the contractual term.

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 1 of Bid No. 2018-001, titled City Ordered Tow Services by his/her signature affixed hereto, and shall submit this Addendum and any attachments provided herein with their original bid submittal.

CERTIFICATION BY BIDDER:

SIGNATURE

TITLE

COMPANY

DATE


Manager
Ross Auto & Truck Towing LLC
9-29-17

BID 2018-001 COMPARATIVE ANALYSIS



This is the unofficial comparative analysis of bids received
 Bid Number: 2018-001

Bid Opening: Tuesday, October 3, 2017

Item:	Est. Qty	Unit	Ron's Auto & Truck Towing, LLC		Jim's Tow		Independence Specialty Tow		Santa Fe Tow		Elite Tow		Jackson County Tow		Lazer Pipes		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1. Normal Recovery																	
	VEHICLES UP TO ½ TON	600	EACH	\$75.00	\$45,000.00	\$74.00	\$44,400.00	\$150.00	\$90,000.00	\$95.00	\$57,000.00	\$100.00	\$60,000.00	\$100.00	\$60,000.00	\$125.00	\$75,000.00
	VEHICLES ¾ TON TO 26,000 POUNDS	270	EACH	\$75.00	\$20,250.00	\$94.00	\$25,380.00	\$250.00	\$67,500.00	\$105.00	\$28,350.00	\$150.00	\$40,500.00	\$150.00	\$40,500.00	\$150.00	\$40,500.00
	VEHICLES OVER 26,000 POUNDS		EACH	\$125.00	\$125.00	\$194.00	\$194.00	\$350.00	\$350.00	\$250.00	\$250.00	\$250.00	\$250.00	\$200.00	\$200.00	\$350.00	\$350.00
2. Special Recovery		100	EACH	\$100.00	\$10,000.00	\$74.00	\$7,400.00	\$120.00	\$12,000.00	\$50.00	\$5,000.00	\$65.00	\$6,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00
3. Re-delivery		30	EACH	\$100.00	\$3,000.00	\$74.00	\$2,220.00	\$50.00	\$1,500.00	\$95.00	\$2,850.00	\$95.00	\$2,850.00	\$100.00	\$3,000.00	\$125.00	\$3,750.00
4. Winching		120	MINIMUM	\$25.00	\$3,000.00	\$74.00	\$8,880.00	\$120.00	\$14,400.00	\$75.00	\$9,000.00	\$65.00	\$7,800.00	\$75.00	\$9,000.00	\$60.00	\$7,200.00
	HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$100.00	\$100.00	\$74.00	\$74.00	\$120.00	\$120.00	\$150.00	\$150.00	\$65.00	\$65.00	\$75.00	\$75.00	\$120.00	\$120.00
5. Dollie Service (per application)		100	EACH	\$60.00	\$6,000.00	\$42.00	\$4,200.00	\$60.00	\$6,000.00	\$45.00	\$4,500.00	\$65.00	\$6,500.00	\$45.00	\$4,500.00	\$50.00	\$5,000.00
6. Tire Changes		10	EACH	\$60.00	\$600.00	\$42.00	\$420.00	\$60.00	\$600.00	\$75.00	\$750.00	\$65.00	\$650.00	\$65.00	\$650.00	\$75.00	\$750.00
7. Covering Vehicle		20	EACH	\$0.00	\$0.00	\$42.00	\$840.00	\$25.00	\$500.00	\$25.00	\$500.00	\$0.00	\$0.00	\$35.00	\$700.00	\$25.00	\$500.00
8. Jump Starts		50	EACH	\$60.00	\$3,000.00	\$42.00	\$2,100.00	\$60.00	\$3,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$65.00	\$3,250.00	\$65.00	\$3,250.00
9. Unlocking Vehicles		50	EACH	\$60.00	\$3,000.00	\$42.00	\$2,100.00	\$60.00	\$3,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$65.00	\$3,250.00	\$75.00	\$3,750.00
10. Mileage Charges (average 10mi/trip)		715															
	VEHICLES UP TO ¾ TON – PER LOADED MILE		MILE	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$4.50	\$4.50	\$4.00	\$4.00	\$3.50	\$3.50	\$4.00	\$4.00
	VEHICLES OVER ¾ TON – PER LOADED MILE		MILE	\$3.00	\$3.00	\$4.00	\$4.00	\$5.00	\$5.00	\$5.50	\$5.50	\$5.00	\$5.00	\$4.50	\$4.50	\$6.00	\$6.00
11. Additional Trips (after-hours release of vehicles)		45	EACH	\$60.00	\$2,700.00	\$42.00	\$1,890.00	\$100.00	\$4,500.00	\$60.00	\$2,700.00	\$65.00	\$65.00	\$50.00	\$2,250.00	\$0.00	\$0.00
12. Storage Days		1421															
	VEHICLES UP TO ¾ TON		DAY	\$40.00	\$40.00	\$42.00	\$42.00	\$40.00	\$40.00	\$30.00	\$30.00	\$45.00	\$45.00	\$35.00	\$35.00	\$50.00	\$50.00
	VEHICLES OVER ¾ TON		DAY	\$40.00	\$40.00	\$42.00	\$42.00	\$50.00	\$50.00	\$65.00	\$65.00	\$55.00	\$55.00	\$65.00	\$65.00	\$50.00	\$50.00
13. Waiting Time		3															
	VEHICLES UP TO ¾ TON		HOUR	\$60.00	\$60.00	\$42.00	\$42.00	\$50.00	\$50.00	\$100.00	\$100.00	\$65.00	\$65.00	\$55.00	\$55.00	\$120.00	\$120.00
	VEHICLES OVER ¾ TON		HOUR	\$60.00	\$60.00	\$74.00	\$74.00	\$50.00	\$50.00	\$100.00	\$100.00	\$75.00	\$75.00	\$75.00	\$75.00	\$120.00	\$120.00

	50 Point	20 Point	10 Point		FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM		
	Item	Item	Item										
Outstanding	37-50	16-20	9-10	Pts	# Mmbrs	Max Pts	Ron's Auto & Truck Towing, LLC	Jim's Tow	Independence Specialty Tow	Santa Fe Tow	Elite Tow	Jackson County Tow	Lazer Pipes
Exceeds Acceptat	25-36	11-15	6-8										
Acceptable	13-24	6-10	3-5										
Marginal	0 - 12	0-5	0 - 2										
1. Service Cost Pricing: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.				50	2	100	87	81	36	60	51	52	45
2. References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.				20	2	40	38	38	36	37	35	35	35
3. Tow Lot Proximity: Location of Firm: Consideration will be given to those firms located in closest proximity* to the City of Lee's Summit.				10	2	20	14	17	8	8	17	8	8
4. Personnel Qualifications: Consideration will be given to the qualifications of the personnel who will be carrying out contractual duties.				10	2	20	20	19	15	20	18	18	18
Equipment: Consideration will be given to the type, capability of and condition of the equipment to be utilized in performing contractual duties.				10	2	20	18	17	4	18	10	19	20
				100		200	177	172	99	143	131	132	126

* Proximity was determined by utilizing Map Quest to determine the number of miles from Lee's Summit City Hall to the address stated on the offeror's bid.
 All Tow Lots identified in the responses were within the stipulated 20 mile radius.

Packet Information

File #: BILL NO. 17-271, **Version:** 1

AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY FOUNDATION TO BE KNOWN AS THE CITY OF LEE'S SUMMIT COMMUNITY FOUNDATION; AND APPROVING THE BYLAWS OF THE SAME. (F&BC 12-4-17)

(Note: First Read by Council on December 14, 2017.)

Issue/Request:

Consideration of an Ordinance Creating the City of Lee's Summit Community Foundation within the organization of the Truman Heartland Community Foundation.

Key Issues:

Occasionally the City receives inquiries regarding donating to the City for a specific purpose; trees for a beautification project or donating to the Animal Shelter, for example. The creation of the Community Foundation assures individuals that funds will be used for the designated purpose and provides the benefit of the 501(c)3. The benefit of the Truman Heartland Community Foundation is the non-profit infrastructure is already in place, including financial accountability and administration.

The Truman Heartland Community Foundation has been an active participant on important community issues in Lee's Summit. It is through this positive working relationship that they have provided an opportunity to create the Lee's Summit Community Foundation and related sub-funds. Typically this number of sub-funds would not be allowed without significantly higher funding levels, however they understand the importance of accountability and choice for our citizens.

Attached is the fee schedule for the administration of the funds. City staff has reviewed the schedule and has determined the fees to be reasonable.

Proposed Committee Motion:

I move to recommend to City Council an Ordinance creating the City of Lee's Summit Community Foundation.

Background:

LSCF Statement of Purpose:

The mission of the Fund is to provide funding for special projects of interest to the citizens of the City of Lee's Summit from the donations made to the Fund held by the Truman Heartland Community Foundation.

Board of Trustees:

The number of Trustees of the Fund shall be five (5). The Trustees shall be the individuals holding the following offices: The City Manager of the City of Lee's Summit, the Finance Director of the City of Lee's Summit, the Chief of Police of the City of Lee's Summit, the Fire Chief of the City of Lee's Summit and the City Attorney for

the City of Lee's Summit. The Trustees shall elect from its membership annually, a Chairman, Vice-Chairman, and Secretary/Treasurer.

Descriptions of the Five Sub-Funds:

1. Cultural Arts. This sub fund shall be utilized to advance cultural arts within the City, including but not limited to public art, facilities whose primary purpose is the arts and performance art available to the public.
2. Public Safety. This sub fund shall be utilized to enhance public safety and/or emergency services in the City, including but not limited to training, capital, and equipment.
3. Animal Welfare. This sub-fund shall be utilized to advance animal welfare in the City, including but not limited to support of the Animal Shelter, educational programs and animal adoption.
4. Environment and Beautification. This sub-fund shall be utilized to enhance environmental protection and beautification within the City including but not limited to water and air quality, erosion control, and landscape and planting of public facilities.
5. K-9 Unit. This sub-fund shall be utilized to provide funding for K-9 Units for the City including but not limited to purchase and training of K-9 units, officer training, housing and feeding, veterinary care, and capital equipment necessary to utilize the K-9 Unit.

Presenter: Stephen Arbo

Recommendation: Staff recommends approval

Committee Recommendation: A motion was made by Vice Chair Edson, seconded by Councilmember Faith, that this Ordinance be forwarded without recommendation to the City Council - Regular Session due back on 12/14/2017. The vote was unanimous.

BILL NO. 17-271

AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY FOUNDATION TO BE KNOWN AS THE CITY OF LEE'S SUMMIT COMMUNITY FOUNDATION; AND APPROVING THE BYLAWS OF THE SAME.

WHEREAS, it is the desire of the Council of the City of Lee's Summit to form a foundation under the larger Truman Heartland Community Foundation to allow citizens and others flexibility in charitable giving to the City; and,

WHEREAS, the Truman Heartland Community Foundation is a well known organization in the area providing the support structure for smaller charitable foundations; and,

WHEREAS, the formation of such a Community Foundation will assist in the enhancement of the quality of life for the citizens of Lee's Summit.

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

SECTION 1. That the formation of the City of Lee's Summit Community Foundation as a fund of the Truman Heartland Community Foundation be and the same is hereby authorized.

SECTION 2. That the Bylaws of the City of Lee's Summit Community Foundation, a true and accurate copy being attached hereto as Exhibit "1" are hereby approved.

SECTION 3. That the City Manager is hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this ordinance with regard to the formation and operation of the fund.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

BILL NO. 17-271

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

**CERTIFICATE OF RESOLUTION OF THE CITY
OF LEE’S SUMMIT COMMUNITY
FOUNDATION
Resolution NO. 2018-001**

KNOW ALL MEN BY THESE PRESENTS that at a meeting of the Board of Directors of the Lee’s Summit Community Foundation, called pursuant to the provisions of the bylaws and, held on _____, ____ (month)____ (date), 2018, at _____ o’clock pm/am at Lee’s Summit City Hall, 220 SE Green St., Lee’s Summit, Missouri, there being a quorum of the Trustees present the following resolutions were adopted.

Section 1. **BE IT RESOLVED** that on _____ the Council of the City of Lee’s Summit did authorized by ordinance no. _____ the formation of a charitable fund within the larger organization of the Truman Heartland Community Foundation to be known as “The City of Lee’s Summit Community Foundation”, hereafter LSCF. Ordinance no. ___ is attached hereto as Exhibit “1”. A copy of the duly executed bylaws approved by the Council of the City of Lee’s Summit pursuant to said ordinance are attached hereto as Exhibit “2”

Section 2. **BE IT RESOLVED** that pursuant to the Direction of the Council of the City of Lee’s Summit and in accordance with the bylaws the Board of Trustees of the LSCF does hereby approve the Instrument of Transfer (Organization of Master Fund) attached hereto as Exhibit “3” and further authorizes the Chairman to execute the same.

Section 3. **BE IT RESOLVED** that the Board of Trustees of the LSCF does hereby accept the Administrative Fee Schedule attached to the Instrument of Transfer described in Section 2 above and does approve the same.

Section 4. **BE IT RESOLVED** that the Board of Trustees of the LSCF does hereby direct that all funds held be invested in the Community Foundation Investment Pool attached to the Instrument of Transfer described in Section 2 above and does approve the same.

Section 5. **BE IT RESOLVED** that the Board of Trustees does wish to create within the larger fund, five (5) sub-funds:

1. Cultural Arts. This sub fund shall be utilized to advance cultural arts within the City, including but not limited to public art, facilities whose primary purpose is the arts and performance art available to the public.
2. Public Safety. This sub fund shall be utilized to enhance public safety and/or emergency services in the City, including but not limited to training, capital, and equipment.

3. Animal Welfare. This sub-fund shall be utilized to advance animal welfare in the City, including but not limited to support of the Animal Shelter, educational programs and animal adoption.
4. Environment and Beautification. This sub-fund shall be utilized to enhance environmental protection and beautification within the City including but not limited to water and air quality, erosion control, and landscape and planting of public facilities.
5. K-9 Unit. This sub-fund shall be utilized to provide funding for K-9 Units for the City including but not limited to purchase and training of K-9 units, officer training, housing and feeding, veterinary care, and capital equipment necessary to utilize the K-9 Unit.

The undersigned state that the above Resolutions were adopted by a vote of _____ of the Board of Trustees at the meeting then held.

Chairman

ATTEST:

Secretary

CITY OF LEE'S SUMMIT COMMUNITY FOUNDATION

BYLAWS

ARTICLE I - NAME

This organization shall be known as the City of Lee's Summit Community Foundation (the Fund). The registered agent and registered office will be determined by a Resolution of the Board of Trustees.

ARTICLE II - STATEMENT OF PURPOSE

The mission of the Fund is to provide funding for special projects of interest to the Citizens of the City of Lee's Summit from the donations made to the Fund held by the Truman Heartland Community Foundation.

ARTICLE III - MEMBERSHIP

The Fund does not have members.

ARTICLE IV - THE BOARD OF TRUSTEES

Section 1. General Powers.

(a). All powers shall be exercised by or under the authority of, and the business and affairs of the Fund shall be managed under, the direction of the Board of Trustees.

(b). The Board of Trustees shall have all powers necessary to carry out the purpose described herein including but not limited to the authority to accept funds, services and goods by grant, donation, bequest, transfer or devise and to contract or otherwise provide for the acquisition of goods, and/or services and to construct or cause to be constructed improvements within the City consistent with the provisions herein.

(c). All such donations of funds, services, or goods whether by grant, donation, bequest, transfer or devise shall be used in accordance with the wishes or terms of the donation provided that those wishes or terms are not prohibited by law and are consistent with the general purpose of the fund.

Section 2. Number, Tenure, and Qualification.

The number of Trustees of the Fund shall be five (5). The Trustees shall be the individuals holding the following offices: The City Manager of the City of Lee's Summit, the Finance Director of the City of Lee's Summit, the Chief of Police of the City of Lee's Summit, the Fire Chief of the City of Lee's Summit and the City Attorney for the City of Lee's Summit. The Trustees shall elect from its membership annually, a Chairman, Vice-Chairman, and Secretary/Treasurer.

Section 3. Term.

A Trustee shall serve so long as he or she shall hold the office as described above.

Section 4. Ex-Officio Members.

The Board of Trustees may appoint such ex-officio members as it shall deem necessary for the proper exercise of its duties described herein. Ex-officio members are entitled to notice of, and attendance at, all meetings and shall have the right to speak at such meetings, but shall not have the right to vote.

Section 5. Initial Board.

The initial board shall be:

Steve Arbo, City Manager
Conrad Lamb, Finance Director
W. Travis Forbes, Police Chief
Rick Poeschl, Fire Chief
Brian Head, City Attorney

Section 6. Compensation. Directors as such shall not receive additional compensation of any kind for their services.

Section 7. Meetings.

Meetings of the Board of Trustees may be scheduled at such times and at such places as the Trustees deem appropriate and shall be conducted at least annually. The Chair may call a special meeting of the Trustees for any purpose upon notice being given at least two (2) days in advance of the meeting. A majority of the Board of Trustees shall constitute a quorum at any meeting of the Fund. Minutes shall be taken of the proceeding of the Board of Trustees. The Agenda for the annual meeting shall be as follows:

- (1) Call to order by the Chairman;
- (2) Approval of minutes of the preceding meeting;
- (3) Committee reports;
- (4) Reports of officers;

- (5) Any business;
- (6) Recognition of Directors who shall immediately assume office;
- (7) Election or appointment by current Directors of officers of the Corporation.

(a) Special Meetings.

Special meetings of the Board of Trustees may be called by the Chair of the Board, by the Vice-Chair, or by any two (2) Trustees. The person or persons who call a special meeting of the Board of Trustees may fix the place for holding such special meeting.

(b) Notice.

Notice of any special meeting shall be given in accordance with Chapter 610 RSMo. at least two (2) days before the meeting by written notice delivered personally, or by email, or fax to each Trustee at his business address, unless in case of emergency, the Chair or the Vice-Chair of the Board of Trustees shall prescribe a shorter notice to be given personally, or, by communicating to each Trustee at his email address, residence or business address in like manner. Any Trustee may waive notice of any meeting, before or after the meeting, as provided in these Bylaws.

(c) Manner of Acting.

The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees. Such actions shall take the form of resolutions and shall be included in the corporate records of the Fund.

(d) Presumption of Assent.

A Trustee of the Fund who is present at a meeting of the Board of Trustees at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 8. Conflict of Interest.

Any Trustee of the Fund who determines that he or she has a legal conflict of interest shall recuse him or herself from discussion and voting on any such issue. The Board of Trustees may authorize an ex officio member to participate and vote on any such issue for which a conflict has been declared. Conflict of interest shall be as defined in Article IX here in below.

Section 9. Delegation and Expenses.

(a) Any action required or permitted to be taken by the Board of Trustees under these Bylaws or any provision of law may be delegated by the Board to the Chair or to any committee of the Board.

(b) Committees may include as committee members persons from the community and other professionals who are not Board members, provided the membership of the committee is approved by the Board.

(c) Trustees may not be compensated for their roles as Trustees. No Trustee shall be employed or otherwise receive compensation from the Fund for their duties as Trustees.

Section 10. Voting Means.

Voting on all matters, including the election of Trustees and officers, shall be conducted in person. Proxy voting shall not be allowed.

Section 11. Reserved Powers.

The Board of Trustees shall be empowered to make any and all regulations, rules, policies, user agreements, terms of use, and other such decisions as may be necessary for the continued functioning of the Fund not inconsistent with these bylaws.

Section 12. Acceptance of Trusteeship.

Any person wishing to serve as a Trustee described herein shall first review a copy of these by-laws and shall accept the duties and responsibilities included herein in writing.

ARTICLE V - OFFICERS AND DUTIES

Section 1. Number.

The Board of Trustees shall elect from among its members a Chair and a Vice-Chair. The Board of Trustees shall also elect a Secretary/Treasurer, who may be, but need not be, a Trustee.

(a) CHAIR.

The Chair shall, when present, preside at all meetings of the Board of Trustees. The Chair shall have general supervision of the affairs of the corporation and shall make reports to the Board of Trustees at meetings and other times as necessary to keep Trustees informed of corporation activities. The Chair may sign, with the Secretary or any other proper officer of the Fund thereunto authorized by the Board of Trustees, any deeds, contracts, or other instruments which the Board of Trustees has authorized to be executed, except in

cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these bylaws to some other officer or agent of the Fund, or shall be required by law to be otherwise signed or executed. The Chair shall, in general, perform all duties as from time-to-time may be assigned to them by the Board of Trustees.

(b) **VICE-CHAIR.**

The Vice-Chair shall perform the duties and have the powers of the Chair when the Chair is absent or unable to perform their duties. Other duties of the Vice-Chair may be designated by the Board of Trustees or the Chair.

(c) **SECRETARY/TREASURER.**

The Secretary/Treasurer shall keep accurate records of all Fund meetings; ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; maintain corporate records; shall request and accept reports from the Truman Heartland Community Foundation (THCF) who shall be the custodian of funds held in the name of the City of Lee's Summit Community Foundation; and shall promptly notify the THCF of decisions of the Board of Trustees.

Section 2. Term.

These officers shall be elected for one (1) year terms of office by majority vote of the entire Board and may be re-elected at the expiration of their term.

Section 3. Removal.

Any Officer may be removed from such office by a majority of the entire Board of Trustees whenever, in its judgment, the best interests of the Fund would be served thereby.

Section 4. Vacancies.

A vacancy, however occurring, in any office, may be filled by the Board of Trustees for the unexpired portion of the term.

Section 5. Resignations.

Any officer of the Fund may resign his or her office at any time by giving written notice to the Board of Trustees, to the Board Chair, to the Vice-Chair, or to the Secretary/Treasurer of the Fund. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Trustees.

ARTICLE VI - ASSETS

Section 1. Dedication of Assets.

The property of this Fund is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Fund shall ever inure to the benefit of any Trustee, officer or members thereof or to the benefit of any private individual.

Section 2. Distribution of Assets.

Upon the dissolution or winding-up of this Fund, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Fund shall be distributed to the TCHF or its successor in interest. In the event that the TCHF or its successor do not qualify to accept the assets of this Fund then to another nonprofit fund, or Fund, chosen by the Board of Trustees, which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954, or corresponding provisions of subsequent federal tax laws.

ARTICLE VII - CONTRACTS, LOANS, CHECKS, DEPOSITS, AND PURCHASING

Section 1. Contracts.

The Board of Trustees may authorize any officer or officers, agent or agents to enter into a binding Contract on behalf of the Fund, unless otherwise restricted by law. Such authority may be general or confined to specific instances.

Section 2. Loans.

No loans shall be contracted on behalf of the Fund.

Section 3. Checks, Drafts, Etc.

The Fund shall not maintain any accounts nor shall it enter into any form of indebtedness.

Section 4. Deposits.

All funds held by the THCF shall be deposited as provided by the by-laws and policies of the THCF.

Section 5. Applicability of Policies.

All policies of the City of Lee's Summit, including but not limited to contracting and purchasing shall apply to the Fund.

ARTICLE VIII - INDEMNIFICATION

The members of the Board of Trustees shall be indemnified by the City of Lee's Summit to the same extent as any other board of the City.

ARTICLE IX - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Trustee of the Fund under the provisions of these Bylaws or under the provisions of its Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, or by electronic means sufficient to authenticate the sender, date and time, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X - MISCELLANEOUS

Section 1. Amendment.

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the entire Board of Trustees at any regular meeting or special meeting, provided that at least ten (10) days' written notice is given of the intention to alter, amend or repeal or to adopt new Bylaws at such meeting. No such amendment; however, shall be effective without first being ratified by resolution of the Council of the City of Lee's Summit.

Section 2. Audit, and Review.

Any audit performed of the Fund held by the THCF shall be provided to the Board of Trustees. The Board may request reports quarterly of the THCF of any activity in the Fund. All such reports including any audit shall be provided to the City of Lee's Summit.

Section 3. Delivery of Notices.

Whenever any notice is required by the Bylaws, it shall be deemed to be sufficient if mailed via First Class Mail to the last known address of the intended recipient or to the last known email address of the member. Such notice may be waived in writing by the intended recipient.

ARTICLE XI – CONFLICTS OF INTEREST

The Board of Trustees shall avoid actual and perceived conflicts of interest. The Board of Trustees have the duty and responsibility of managing the affairs of the Fund honestly and prudently, and of exercising their best care, skill and judgment for the sole benefit of the Fund. The Board of Trustees shall exercise⁴ the utmost good faith in all transactions involved in their duties. The Board of Trustees shall not use their positions with the Fund or knowledge gained therefrom for their personal benefit. The interests of the Fund must be the first priority in all decisions and actions.

The Board of Trustees and each individual Trustee have a duty to the Fund's mission when acting on behalf of the Fund. This duty requires recognition of and appropriate response to any real or perceived conflict of interest. A conflict may exist when a Trustee participates in an issue on behalf of the Fund while the individual has or previously had a personal responsibility outside of the fund and outside of his or her duties with the City of Lee's Summit that could cause such individual to address the issue with less than complete, unbiased decision making with respect to the Fund.

Interactions that may result in an actual or perceived conflict of interest include, but are not limited to situations which involve Trustees or officers with any of the following third parties:

- Persons and firms supplying goods and services to the Fund;
- Persons and firms from whom the Fund leases property and equipment;
- Persons and firms with whom the Fund is dealing or planning to deal in connection with the gift, purchase, or sale of real estate, securities, or other property;
- Competing or affinity organizations;
- Donors and others supporting the Fund;
- Agencies, organizations and associations which affect the operations of the Fund;
- Family members, friends, and other employees.

Circumstances which may result in an actual or perceived conflict of interest with a third party, including, but not limited to those listed above, may include:

- Owning stock or holding debt or other proprietary interests in any third party dealing with the Fund;
- Holding office, serving on the board, participating in management, or being otherwise employed or formerly employed with any third party, other than the City of Lee's Summit, dealing with the Fund;
- Receiving remuneration for services with respect to individual transactions involving the Fund;
- Using the Fund's time, equipment, supplies or good will for other than approved activities, programs and purposes;

- Receiving personal gifts or loans from third parties dealing or competing with the Fund.

The areas of conflicting interest listed above are not exhaustive. Conflicts may arise in other areas or through other relations. It is presumed that the Board members, officers, and employees will recognize such areas by relation and analogy.

It is the policy of Board of Trustees to deal with conflicts of interest as well as perceived conflicts of interest in an open and direct manner. In accordance with this policy, all Board members and officers are required to disclose any actual or perceived conflict to the Board of Trustees in an open meeting. The actual or perceived conflict shall then be recorded in the minutes, and shall remove himself or herself from participation in any related discussions or decision-making by the Board of Trustees. However, a Board member or officer may, if requested by the Board, provide factual information that may assist the Board in its deliberations. A Board member, or officer may seek guidance from the Board as to whether a particular activity or relationship constitutes an actual or perceived conflict of interest.

Conflicted or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Trustees which authorizes the contract or transaction.

ARTICLE XII – BOOKS & RECORDS

The Board of Trustees shall keep correct and complete books and records of account, shall keep Minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep, at the registered or principal office, a record giving the names and addresses of the members of the Board. Documents shall be retained and destroyed as provided in Exhibit “A” attached hereto.

ARTICLE XII – SEVERABILITY

If any provision of these By-Laws shall be held invalid or unenforceable, such invalidity or non-enforceability shall not affect any other provisions hereof, and these By-Laws shall be construed and enforced as if such provision had not been included.

Adopted by the Council of the City of Lee’s Summit, Missouri by Ordinance No.

_____, on the _____ day of _____, 2017.

Mayor, *Randall L. Rhoads*

ATTEST:

City Clerk, *Denise Chism*

(SEAL)

APPROVED AS TO FORM:

City Attorney, *Brian W. Head*



INSTRUMENT OF TRANSFER Organization Master Fund

Truman Heartland Community Foundation
4200 Little Blue Parkway, Ste. 340
Independence, Missouri 64057

We, CITY OF LEE'S SUMMIT (hereinafter called the "Organization"), hereby transfer cash or other property to establish the CITY OF LEE'S SUMMIT ORGANIZATION Fund (hereinafter called the "Fund") at The Truman Heartland Community Foundation (hereinafter called the "Community Foundation"). The Community Foundation is authorized to accept additional contributions to the Fund in terms substantially similar to those set forth herein.

The initial purpose of the Fund shall be to establish an unrestricted fund for the Organization. At the request of the Organization, additional named sub-funds may be established within the Fund provided that the establishing gift meets the Community Foundation minimum policy (currently \$5,000 per sub-fund). The Organization shall specify the following in writing to the Community Foundation when requesting the establishment of a new sub-fund: name; a description of the charitable purpose(s) and/or program(s) to be supported; endowment or non-endowment designation; and any other information, restrictions or grant administration as may be required.

We desire that the annual net income and/or principal from the Fund be distributed to the Organization for its unrestricted use. For grant distributions from endowment sub-funds, it is intended that grants will be made to the Organization from net income only. At the discretion of the Organization, *net income shall be defined as an amount that shall be computed annually based upon the current spending policy of the Community Foundation (currently 5% of the average past three year-end Fund balances).*

We hereby acknowledge receipt of the Administrative Fee Schedule attached hereto as **Exhibit A** and accept the terms of said schedule. We further understand the fee schedule is subject to modification and may be increased or decreased at the sole discretion of the Community Foundation's Board of Directors (hereinafter referred to as "Board of Directors"). We agree to be bound by the most current schedule of fees published by the Community Foundation. Furthermore, we are familiar with the Community Foundation's Fund Investment Program and recommend the allocation, as described on **Exhibit B**, be applied to the Fund. We further understand that prior to receipt of a signed Investment Recommendation Form all contributions to the Fund will be held in the THCF Money Market account.

Requests for distributions from the Fund may be made upon the Community Foundation's receipt of the written recommendation of two of the following officers of the Organization: [**Sample Officers:** *president and chief executive officer, vice president of operations, or the secretary/treasurer.*] A list of those current officers of the Organization is attached hereto as **Exhibit C**. As long as the Organization remains in good standing as a public charity, the Community Foundation will not unreasonably withhold a distribution that is recommended by the Organization.

We are familiar with and accept the terms of the procedures for the establishment and operation of funds of the Articles of Restatement of Articles of Incorporation of the Community Foundation (hereinafter called the "Articles"). We are aware that Article VIII, Section F of the Articles, gives the Board of Directors the power to modify or override any restriction or condition on the distribution of funds if in the sole judgment of the Board of Directors such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or is inconsistent with the charitable needs of the community to which the Foundation serves. We also understand that the Community Foundation, through its duly authorized committees, reserves the right to make the final decision regarding distributions from the Fund.

In the event that the Organization and its legal successors cease to exist, we request that the Fund be converted to a field of interest fund from which grants will be distributed to charitable agencies providing similar services as currently being provided by the Organization.

Yours very truly,

CITY OF LEE'S SUMMIT

Mr. Steve Arbo

City Administrator

City of Lee's Summit - Administration

220 SE Green Street

Lee's Summit, MO 64063

Steve Arbo, City Administrator

Date Signed

Organization Signature

Date Signed

Accepted By
Truman Heartland Community Foundation:

President & CEO Signature

Date Signed



**DESIGNATED/ORGANIZATION MASTER FUND
ADMINISTRATIVE FEE SCHEDULE
Exhibit A**

As a not-for-profit organization, Truman Heartland Community Foundation's mission is to improve the quality of life in our communities through charitable giving. The fees paid by our fund holders make possible the grants and community action undertaken by the Community Foundation. Our many services are linked by our organizing principle: the needs of the community come first (see your benefits at www.thcf.org).

The schedule below represents the maximum fee based on total dollars in a fund. Each month 1/12 of the applicable rate is applied to the average balance.

Annual Administrative Fees	
The Market Value of Fund Assets (based on total assets of all organization funds)	
	\$250 minimum fee
	1.00% on the first \$500,000
	0.60% on the next \$500,000
	0.30 on the next \$2 million
	0.25 on all over \$3 million
<i>As additional services are requested, fees may be subject to increase.</i>	

- For newly established funds, the minimum annual fee is prorated over the remainder of the year.
- A **one-time charge of \$100** is made at the time of establishment.
- **Administrative fees may be assessed up to 1.5%** for other services including but not limited to: providing tax deductible receipts for donors under \$250, large number of transactions, monthly fund statements, statements to multiple representatives and in multiple formats, and supplementary accounting reports.
- Funds will be charged for any extraordinary direct expenses incurred on behalf of a specific fund (such as commission for sale of contributed stock to the funds, etc.).

Base Fee Rate: _____%

By _____
Phillip J. Hanson, President & CEO



INVESTMENT RECOMMENDATION FORM

Exhibit B

Fund Name: City of Lee's Summit Organization Fund

SubFund Fund ID:

The Community Foundation offers donors the flexibility of having their own trusted financial advisor manage the investments of their fund, selecting the THCF Recommended Mix, or an allocation into four different types of investments. Please indicate the investment option preferred or the percentage of the funds you would like invested in each of the categories.

Option 1: I want my fund to be advised by my financial advisor listed below:

Advisor Name:
Company Name:
Address:
City/State/Zip:
Phone: Email:

Option 2: I want my fund to be invested in the Community Foundation's Investment Pool.

My Investment Recommendation (Only Complete if you select Option 2):

- Long-Term Mix 1 - Recommended Mix
Long-Term Mix 2 - American Funds - 100% American Balanced Fund
Risk Averse Mix - 100% Money Market and CD Pool
Create Your Own Mix - Money Market%, Fixed Income%, Equity%

Donors may recommend changes to investment allocation as needed to accomplish fund purposes (subject to Community Foundation Board approval). No extra fees are charged for changes.

As required by IRS regulations, I acknowledge and agree that:

- a) My above recommendation is advisory only and the Community Foundation may, at its sole and absolute discretion, follow or decline to follow my recommendation;
b) The Community Foundation may at any time, at its sole and absolute discretion, change the investment of all or any portion of the assets in the Fund;
c) If my recommendation is accepted, the investments will be administered in accordance with the financial policies of the Community Foundation; and
d) Investments are subject to normal market and interest rate fluctuation risks, and any gain or loss generated by the above investments will be credited or charged to the Fund.

Signature

Date



ORGANIZATION OFFICERS
Exhibit C

1. _____
(will receive all Community Foundation correspondence)
2. _____
3. _____
4. _____
5. _____



LETTER OF INSTRUCTION
For use by CITY OF LEE'S SUMMIT in setting up New Sub-Funds

Truman Heartland Community Foundation
4200 Little Blue Parkway, Ste. 340
Independence, MO 64057

Re: _____

City of Lee's Summit wishes to establish this fund as a component sub-fund of the City of Lee's Summit Organization Fund. The purpose of the sub-fund will be: _____
_____.

A signed Investment Recommendation attached hereto as **Exhibit A** stipulates how we desire that these funds be invested.

We desire that the [annual net income] or [income & principal] be distributed to [Organization Name] for the stated purpose of fund.

Yours very truly,
CITY OF LEE'S SUMMIT
Mr. Steve Arbo
City Administrator
City of Lee's Summit - Administration
220 SE Green Street
Lee's Summit, MO 64063

Steve Arbo, City Administrator

Date Signed

Accepted By
Truman Heartland Community Foundation:

President & CEO Signature

Date Signed

EXHIBIT “A”
LEE’S SUMMIT COMMUNITY FOUNDATION
DOCUMENT RETENTION AND DESTRUCTION POLICY

This Document Retention and Destruction Policy addresses the retention and destruction of documents of the City of Lee’s Summit Community Foundation. (hereinafter “LSCF”.) This policy applies uniformly to documents retained in either paper or electronic format. This policy provides guidelines for the retention and destruction of certain types of documents and should not be considered a comprehensive list of all types of documents that LSCF may now or in the future have. In addition, while documents covered under this policy must be retained for the period of time set forth in Schedule A, they may be kept for a longer time than prescribed.

If a claim is anticipated or has been filed against LSCF, or if a subpoena or investigative demand has been issued by a governmental agency seeking records of LSCF, the Board of Trustees shall place a “Litigation Hold” suspending the destruction of documents. This suspension shall remain in place until the Board of Trustees, with the advice of legal counsel, determines otherwise.

Schedule A contains the retention period for several types of LSCF documents. Questions regarding the retention of documents not listed in Schedule A should be directed to the Secretary. Documents from Schedule A may be destroyed only after they have been retained for the period of time prescribed in Schedule A. Paper documents that are destroyed must be shredded or incinerated if they contain confidential or sensitive information.

**LEE'S SUMMIT COMMUNITY FOUNDATION
DOCUMENT RETENTION AND DESTRUCTION POLICY
SCHEDULE A**

Accounts Payable ledgers and schedules	10 years
Accounts receivable ledgers and schedules	10 years
Audit reports of accountants	Permanently
Bank Statements	10 years
Capital stock and bond records: ledgers, transfer payments, stubs showing issues, record of interest coupon, options, etc.	Permanently
Cash Books	10 years
Checks (canceled with exception below)	10 years
Checks (canceled, for important payments; i.e. taxes, purchase of property, special contracts, etc. [checks should be filed with the papers pertaining to the underlying transaction])	Permanently
Contracts and leases (expired)	10 years
Contracts and leases still in effect	Permanently
Correspondence, general	4 years
Correspondence (legal and important matters)	Permanently
Depreciation schedules	10 years
Donation records of endowment funds and of significant restricted funds	Permanently
Donation records, other [NOTE: Donation records include a written agreement between the donor and the charity with regard to any contribution, an email communication or notes of or recordings of an oral discussion between the charity and the donor where the representative of the charity made representations to the donor with regard to the contribution on which the donor may have relied in making the gift.]	10 years
Duplicate deposit slips	10 years
Employee personnel records (after termination)	7 years
Employment applications	3 years
Expense analyses and expense distribution schedules (includes allowance and reimbursement of employees, officers, etc. for travel and other expenses)	10 years
Financial statements (end-of- year)	Permanently
General ledgers and end-of-year statements	Permanently
Insurance policies (expired)	Permanently
Insurance records, current accident reports, claims, policies, etc.	Permanently
Internal reports, miscellaneous	3 years
Inventories of products, materials, supplies	10 years
Invoices to customers	10 years
Invoices from vendors	10 years
Journals	10 years
Organizational Documents, including agendas and minute books of Board of	Permanently

Directors, Bylaws and Articles of Incorporation, conflict of interest statements, etc.	
Payroll records and summaries, including payments to pensioners	10 years
Purchase orders	3 years
Sales records	10 years
Scrap and salvage records	10 years
Subsidiary ledgers	10 years
Tax returns and worksheets, revenue agentsEU9(tm) reports, and other documents relating to determination of tax liability	Permanently
Time sheets and cards	10 years
Voucher register and schedules	10 years
Volunteer records	3 years

Packet Information

File #: BILL NO. 17-272, **Version:** 1

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN TOWNSEND SUMMIT, LLC AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE SUMMIT ORCHARD DEVELOPMENT.

(Note: First Read by Council on December 14, 2017.)

Issue/Request:

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN TOWNSEND SUMMIT, LLC AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE SUMMIT ORCHARD DEVELOPMENT

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN TOWNSEND SUMMIT, LLC AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE SUMMIT ORCHARD DEVELOPMENT

Background:

On May 19, 2016, the City Council of the City of Lee's Summit ("City") concluded a public hearing for Application #PL2016-039, for a preliminary development plan for the development of approximately 46.30 acres of land generally lying at the northeast corner of NW Ward Road and NW Chipman Road, on property owned by the Developer ("Property"), which will be developed as Summit Orchard ("Development"). Following the public hearing for the Development, the Council voted to approve the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements necessary for the Development. On September 6, 2016, the City and Townsend Summit, LLC ("Developer") entered into a Development Agreement with a Memorandum of Development Agreement being recorded with the Jackson County, Missouri Recorder's Office as Instrument Number 2016E0083148. This agreement called for the Developer to design and construct a traffic signal located at the intersection of NW Ward Rd and NW Tudor Rd. However, the City is moving forward with this project before the Summit Orchard Development would normally do this work. On December 7, 2017, the City Council approved an ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Emery Sapp & Sons, Inc., for the preliminary design services for NW Ward Road from NW Tudor Rd to NW Blue Parkway (RFQ No. 49832272-DB) which included design and construction of a traffic signal located at the intersection of NW Ward Rd and NW Tudor Rd. Because the City is completing this project in advance of the time the Developer would normally do the work, this Amendment is advisable to remove the work the City is doing from a requirement of the Developer and clarify the remaining responsibilities of the Development.

Recommendation: Staff recommends **APPROVAL** of the ordinance.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-272

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN TOWNSEND SUMMIT, LLC AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE SUMMIT ORCHARD DEVELOPMENT

WHEREAS, on May 19, 2016, the City Council concluded a public hearing for Application #PL2016-039, for a preliminary development plan for the development of approximately 46.30 acres of land generally lying at the northeast corner of NW Ward Road and NW Chipman Road, on property owned by the Developer ("Property"), which will be developed as Summit Orchard ("Development"); and,

WHEREAS, following the public hearing for the Development, the Council voted to approve the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements necessary for the Development; and,

WHEREAS, on September 6, 2016, the City and Townsend Summit, LLC ("Developer") entered into a Development Agreement with the Memorandum of Development Agreement being recorded with the Jackson County, Missouri Recorder's Office as Instrument Number 2016E0083148; and,

WHEREAS, on December 7, 2017, the City approved an ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Emery Sapp & Sons, Inc., for the preliminary design services for NW Ward Road from NW Tudor Rd to NW Blue Parkway (RFQ No. 49832272-DB) which included design and construction of a traffic signal located at the intersection of NW Ward Rd and NW Tudor Rd.; and,

WHEREAS, RFQ No. 49832272-DB accounts for the design and construction of a traffic signal located at the intersection of NW Ward Rd and NW Tudor Rd and the City will be completing this particular infrastructure improvement rather than the Developer.

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

SECTION 1. That the First Amendment to the Development Agreement, a Memorandum of Agreement being recorded in the Jackson County, Missouri Recorder's Office as Instrument Number 2016E0083148, as shown on Exhibit "A" attached hereto and incorporated by reference is hereby approved such that Improvement Item 7, of Section 1.D of said Agreement is deleted. All other provisions of Section 1.D and the Development Agreement shall remain in full force and effect and are not intended to be amended, altered or released by the passage of this Ordinance.

SECTION 2. That the City Manager for the City of Lee's Summit is hereby authorized to sign for and on behalf of the City the First Amendment to the Development Agreement between the City and Townsend Summit, LLC, attached hereto as Exhibit "A".

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

BILL NO. 17-272

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney, *Brian W. Head*

EXHIBIT A

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
CITY OF LEE'S SUMMIT AND TOWNSEND SUMMIT, LLC
INSTRUMENT NO. 2016E0083148**

WHEREAS, on May 19, 2016, the City Council of the City of Lee's Summit ("City") concluded a public hearing for Application #PL2016-039, for a preliminary development plan for the development of approximately 46.30 acres of land generally lying at the northeast corner of NW Ward Road and NW Chipman Road, on property owned by the Developer ("Property"), which will be developed as Summit Orchard ("Development").

WHEREAS, following the public hearing for the Development, the Council voted to approve the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements necessary for the Development; and

WHEREAS, on September 6, 2016, the City and Townsend Summit, LLC ("Developer") entered into a Development Agreement with Memorandum of Development Agreement being recorded with the Jackson County, Missouri Recorder's Office as Instrument Number 2016E0083148; and

WHEREAS, on December 7, 2017, the City Council approved an ordinance authorizing the execution of an agreement by and between the City of Lee's Summit, Missouri, and Emery Sapp & Sons, Inc., for the preliminary design services for NW Ward Road from NW Tudor Rd to NW Blue Parkway (RFQ No. 49832272-DB) which included design and construction of a traffic signal located at the intersection of NW Ward Rd and NW Tudor Rd.; and

WHEREAS, RFQ No. 49832272-DB accounts for the design and construction of a traffic signal located at the intersection of NW Ward Rd and NW Tudor Rd and the City will be completing this particular infrastructure improvement rather than the Developer.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

That the Development Agreement entered into between the City of Lee's Summit, Missouri and Townsend Summit, LLC, recorded in the office of the Jackson County Recorder's Office as Instrument No. 2016E0083148 is hereby amended to delete from Section 1.d, item 7, requiring the construction and design of a traffic signal located at the intersection of NW Ward Road and NW Tudor Road. Summit Townsend shall perform any and all acts requested of It to allow the City to complete the project for design and construction of such traffic signal and to allow the City's contractor to complete its task including timing of Summit Townsend work or provision of easements for construction and maintenance of such signal.

All other provisions of such Agreement shall remain in full force and effect and shall not be deemed to be waived, altered or released by the execution of this First Amendment thereto.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____

City Manager Steve Arbo

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Nancy K. Yendes,
Chief of Counsel of Infrastructure and Planning

TOWNSEND SUMMIT, LCC

BY: _____
Name: David Townsend, Managing Partner