



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

Monday, November 21, 2016

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF ACTION LETTER
  - A. [2016-0659](#) Approval of the October 10, 2016 Action Letter
5. PUBLIC COMMENTS
6. ITEMS FOR DISCUSSION
7. BUSINESS
  - A. [TMP-0302](#) AN ORDINANCE APPROVING ADDENDUM NO. 1 TO FIXED BASE OPERATOR AGREEMENT BETWEEN LEGACY AVIATION, INC. DBA FLYING KC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.
  - B. [TMP-0290](#) AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE DOUGLAS ROAD OVER I-470, JOB J4S3132, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

- C. [TMP-0291](#) AN ORDINANCE APPROVING A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE BANNISTER ROAD OVER ROUTE 350, JOB J4S3133, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.
  
  - D. [TMP-0293](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.
  
  - E. [TMP-0299](#) AN ORDINANCE AUTHORIZING EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS US 50 HIGHWAY AND ROUTE 291 INTERCHANGE (SOUTH JUNCTION), JOB J4P3002, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.
  
  - F. [2016-0718](#) A RESOLUTION ESTABLISHING AN UNIMPROVED ROAD POLICY TO GUIDE THE REVIEW AND DESIGN OF UNIMPROVED AND INTERIM STANDARD ROADS IN THE CITY OF LEE'S SUMMIT.
  
  - G. [2016-0715](#) Discussion - Transit
  
  - H. [2016-0720](#) Continued Discussion of Stormwater Program Funding Options
  
  - I. [2016-0726](#) Presentation on Recommendations for CIP Sales Tax Renewal
8. ROUNDTABLE
9. ADJOURNMENT

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

## Packet Information

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**File #:** 2016-0659, **Version:** 1

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Approval of the October 10, 2016 Action Letter

Issue/Request:

The October 10, 2016 Action Letter for approval.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated October 10, 2016.

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]



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

Monday, October 10, 2016

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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CALL TO ORDER

ROLL CALL

**Present:** 4 - Chairperson Dave Mosby  
Vice Chair Rob Binney  
Councilmember Craig Faith  
Councilmember Phyllis Edson

APPROVAL OF AGENDA

APPROVAL OF ACTION LETTER

**A.**     [2016-0618](#)     September 12, 2016 Action Letter for approval.

**A motion was made by Councilmember Edson, seconded by Councilmember Faith, to approve the September 12, 2016 Action Letter. The motion carried unanimously.**

**B.**     [2016-0619](#)     September 19, 2016 Action Letter for approval.

**A motion was made by Councilmember Edson, seconded by Councilmember Faith, to approve the September 19, 2016 Action Letter. The motion carried unanimously.**

PUBLIC COMMENTS:

None

BUSINESS

**A.**     [BILL NO. 16-222](#)     AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO. 4 TO STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$2,232,789.00 FOR LAND ACQUISITION FOR RUNWAY 18-36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (BOAC 10-10-16) (PWC 10-10-16)



Public Works Committee

Action Letter

October 10, 2016

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**Presenter:** Presenter: John Ohrazda, Airport Manager

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

- B.**      [BILL NO.](#)      AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AIRPORT AID  
[16-223](#)                      AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI,  
AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SUPPLEMENTAL NO. 4, GRANTING STATE FUNDS IN THE AMOUNT OF  
\$124,044.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION  
AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (BOAC 10-10-16) (PWC  
10-10-16)

**Presenter:** Presenter: John Ohrazda, Airport Manager

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

- C.**      [BILL NO.](#)      AN ORDINANCE APPROVING AWARD OF RFQ 2017-302 TO ANDERSON  
[16-224](#)                      SURVEY COMPANY, INC. AND TO POWELL AND ASSOCIATES, LLC FOR  
ON-CALL YEARLY PROFESSIONAL LAND SURVEYING SERVICES. A  
ONE-YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL  
OPTIONS. (PWC 10-10-16)

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

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

- D.**      [2016-0555](#)      Continued Discussion of Stormwater Program

**Presenter:** Presenter: Dena Mezger, Director of Public Works

Ms. Dena Mezger, Director of Public Works, gave a presentation on stormwater that included the different scenarios with project ranking and funding sources. Staff priority rankings of program goals were:

- 1) To improve reliability of existing system.
  - a) Dedicated resources for operation and maintenance (ranked a 1 and short term)
  - b) Inspection of existing system components (ranked a 2 and medium term)
  - c) Replacement program for the deteriorated corrugated metal pipe (ranked a 3 and long term)
  
- 2) Water quality (NPDES) compliance
  - a) Staff training - City wide (ranked a 1 and short term)
  - b) Illicit discharge inspections (ranked a 1 and short term)
  - c) Comprehensive environmental permit tracking (ranked a 3 and

long term)

d) Increase public education and participation (ranked a 2 and medium term)

e) Advisory Board for stormwater management (ranked a 3 and long term)

3) Capital projects

a) Flooding of homes and businesses (ranked a 1 and short term)

b) System deficiencies that cause street flooding (ranked a 2 and a medium)

c) Erosion of open channels (ranked a 3 and medium term)

d) Nuisance flooding - yards, landscaping (ranked a 3 and long term)

e) Maintaining a proactive approach to standards and ordinances (long term, yearly)

Councilmember Faith asked if any of the scenarios would change the program from reactive to proactive. Ms. Mezger answered that each piece that can be added is a step forward.

Councilmember Mosby asked for clarity about erosion control that may threaten the stability of structures. He asked if that means they have sustained damage or is it proactive (they may sustain damage in the future). Ms. Mezger replied that it refers to structures where damage is imminent (within the next 5 years), such as they have a creek 10 feet from their home and it is eroding more of their property every year. Chairman Mosby added that these discussions are to repair public infrastructure and will not repair private structures.

Councilmember Edson asked about the Advisory Board for stormwater management. Ms. Mezger responded that it is part of the NPDES permit to involve a group of citizens. The advisory board would look at what the City needs to be doing for water quality compliance.

Councilmember Faith asked how many areas in the city have street flooding. Mr. Edgar, Senior Staff Engineer, answered that there are four areas that are significant. Anderson Road gets to about 18 inches deep, which is caused by a back-up of the Little Blue River, that cannot be fixed. Todd George Road just south of Langsford has 2 lanes that can get to about 12-15 inches deep. Maybrook Drive floods about 6 inches deep. Arborwalk adjacent to the ponds floods 12-18 inches deep. Near Saddlebrook, going towards Greenwood, low spots in the road can be a couple of feet deep. The systems are not designed for four inches of rain per hour.

Councilmember Faith asked if there are any areas that flood that isolates an area and emergency vehicles can't get through. Ms. Mezger didn't

believe there are any; they all have an alternate way out. Councilmember Faith then asked if there are fewer road flooding concerns than places with erosion of open channels. Ms. Mezger said that there are about 4 or 5 areas that are known to have homes at risk.

The Committee discussed changing the priority of erosion of open channels and making it a higher priority than system deficiencies that cause street flooding. Chairman Mosby and Councilmembers Faith and Edson were for changing the priority while Mayor Pro Tempore Binney thought public safety should be a higher priority than structure damage. Ms. Mezger said that with both types of concerns together there are only 10-12 projects so it might be possible to take care of most of them if a funding source is put in place. The Committee ultimately decided to make both concerns the same priority.

Councilmember Binney asked about the areas with safety concerns that are in MoDOT's jurisdiction. Ms. Mezger stated that MoDOT is aware of the concerns. The discussion then turned to the areas where channel erosion is threatening a private structure, such as Bristol, Lyon Court, Longview, Bren-Mar Bay, Monarch View, and Winterset. Mayor Pro Tempore Binney then asked how staff suggests determining a public issue from a private issue at these locations. Ms. Mezger explained that if it only benefits one home it is private; if it protects a roadway, culvert, etc. it is public.

Chairman Mosby asked if the final requirements of the NPDES permit have been published yet. Ms. Mezger answered no, it has not been released yet.

The discussion turned to matching the goals to the different scenarios that have been presented and the possibility of using contractors for some of the bigger projects. Chairman Mosby asked about the amount in the general fund this year and how that will impact a stormwater program. Ms. Mezger explained that the money in the general fund is for the current level of service and any new levels would have to be funded separately. She also noted how the assignment of crews and the union contract would play a role in having a dedicated stormwater crew.

Chairman Mosby stated that at some point, as projects are completed, there will be fewer larger capital projects and more maintenance needed. He suggested that the Committee focus on starting with scenario 2 and adding additional funding for some capital projects.

Potential revenue sources to pay for a stormwater program were presented. They included three different sales taxes: the parks sales tax was just renewed; the capital improvement sales tax is coming up for renewal; and the general sales tax is pretty much maxed out so it is not a viable option

but it is stackable so there is potential to add an additional general sales tax. There is a use tax that is available but the revenue generated would not be a very large number. The property tax levy could be increased to fund some stormwater activities. Bonds were also discussed, if the public safety items are voted in on the November ballot then it will be a while before the bond capacity will be freed up. A stormwater utility is possible that would be based on usage that is calculated by the amount of impervious surface. A utility takes time and money to get set up, bonds could be a funding source for capital projects but not ongoing maintenance, sales-property-use taxes (if permanent) could be funding sources for the ongoing maintenance and would be available relatively quickly if passed as a ballot issue.

Mayor Pro Tempore reported that staff and the previous Public Works Committee members visited Columbia last year and one of the lessons they learned was that Columbia feels that they started too low and they voted to increase their user fees each year for the next five years.

The Committee asked staff to bring back pros and cons on the stormwater utility, capital improvement sales tax and the use tax.

There was discussion of a timeline to get items through the Finance and Budget Committee and City Council to get on the ballot in April.

**This Presentation was received and filed.**

E. [2016-0587](#) Discussion of CIP Sales Tax Renewal

**Presenter:** Presenter: Dena Mezger, Director of Public Works

Ms. Dena Mezger began the presentation with questions to be addressed; renew the Capital Improvement Projects sales tax or not, types of projects to be funded, specific projects to fund from project types, and the term of the renewal 10 or 15 years. Six major projects were funded by the current CIP sales tax: Bailey Road, Ward Road, Jefferson Street, Lee's Summit Road, Hook Road and Chipman Road. Recently 11 smaller projects were funded from excess revenue. The schedule was presented to get the decision on the April ballot. Several projects were identified that could be funded from renewal of the CIP sales tax.

Chairman Mosby asked about ballot language and pros and cons.

Councilmember Faith asked if the bike route and sidewalks plan are included in the Master plan. Mayor Pro Tempore Binney reminded the Committee that sales taxes take time to generate funding. Ms. Mezger reported that the City could issue debt against the revenue to speed things up. Chairman Mosby asked to have Conrad Lamb, Finance Director, to give a presentation

Public Works Committee

Action Letter

October 10, 2016

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on the pros and cons of borrowing against future revenue.

Mayor Pro Tempore Binney read a list of projects that he would like to have considered for funding by the renewal of the CIP sales tax, many of which were included in the presentation. The major addition was the "Greenwood Gap" section of the Rock Island trail to connect to the Katy Trail.

**This Presentation was received and filed.**

ROUNDTABLE:

None

ADJOURNMENT

The October 10, 2016, Public Works Committee meeting was adjourned by Chairman Mosby at 6:44 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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

## Packet Information

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**File #:** TMP-0302, **Version:** 1

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AN ORDINANCE APPROVING ADDENDUM NO. 1 TO FIXED BASE OPERATOR AGREEMENT BETWEEN LEGACY AVIATION, INC. DBA FLYING KC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING ADDENDUM NO. 1 TO FIXED BASE OPERATOR AGREEMENT BETWEEN LEGACY AVIATION, INC. DBA FLYING KC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

The Airport has received a request to amend the FBO Agreement with Legacy Aviation doing business as Flying KC for services providing aircraft flight training, aircraft rental, aircraft management/consulting and aircraft sales to just aircraft flight training and aircraft rental. There are no changes to other contract requirements.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING ADDENDUM NO. 1 TO FIXED BASE OPERATOR AGREEMENT BETWEEN LEGACY AVIATION, INC. DBA FLYING KC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

Legacy Aviation, Incorporated Doing Business As (DBA) "Flying KC" was formed as a business to perform aircraft rental, flight instruction, aircraft broker, and aircraft management company. Their agreement was approved by City Council on September 15th. Since September the Co-Founders of Legacy Aviation have determined it would be in their best interest to requested a change to the agreement to ONLY engage in aircraft rental and flight instruction at this time. Part of this reasoning is the time of year and pending construction in the spring of 2017 that will affect operations. The amendment would address how the other services would be added at a later time during the term of their lease. The operators of Legacy Aviation will still be leasing Suite "C" in the Airport Modular building at the rate stated in the original agreement and will utilize office space "B" for a period of 12 Months at no additional charge. After the first year of operation, Legacy Aviation will renegotiate the terms for additional office space (and perhaps even more offices) based on their growth and demand for more space. The Modular Building has six office units available for rental and currently all six are vacant. At times all six have been rented. The usage of office space "B" for one-year will allow Legacy Aviation to get their operations established.

Impact/Analysis:

The Airport has been without a flight school operation since the retirement of the owners of Midwest Executive Aircraft, Inc in July 2012. The Airport has actively marketed for a Flight School operator since July 2012. The Air Charter facility did limited flight training. With the closing of this facility on December 1, 2016, the Airport will be without any flight training operations available to the public. Flight School operations not only provide additional revenues for the Airport in the way of fuel sales, but also provide hangar tenants from students or renter's who decide to purchase their own aircraft and need hangar space to store their aircraft.

Presenter: John Ohrazda, Airport Manager

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING ADDENDUM NO. 1 TO FIXED BASE OPERATOR AGREEMENT BETWEEN LEGACY AVIATION, INC. DBA FLYING KC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Committee Recommendation:

## **BILL NO. 16-**

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AN ORDINANCE APPROVING ADDENDUM NO. 1 TO FIXED BASE OPERATOR AGREEMENT BETWEEN LEGACY AVIATION, INC. DBA FLYING KC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City and Operator entered into a Fixed Base Operator Agreement (hereinafter "Original Agreement") for Operator to lease certain premises owned by the City of Lee's Summit and to enable Operator to perform Aeronautical Services as a Fixed Base Operator (FBO) at the airport using said premises; and

WHEREAS, the Original Agreement included provisions which permitted Operator to operate a Flight School, provide aircraft rental services, aircraft management and consulting services, and aircraft sales, and further provided for obligations on the part of the Operator consistent therewith, including, but not limited to, the provision of insurance coverage consistent with the policies for the same as set for the in the Original Agreement as well as the City's Minimum Standard Requirements for Aeronautical Services; and

WHEREAS, the City and Operator desire and agree to amend certain provisions of the Fixed Base Operator Agreement specifically to allow Operator the opportunity to procure and provide insurance coverage as required by the Original Agreement as it beings provision of certain services; and

WHEREAS, the cost of the lease shall not change subject to this Addendum.

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

SECTION 1. That Addendum #1 to the Fixed Base Operator Agreement between Legacy Aviation, Inc. dba Flying KC and the City of Lee's Summit, Missouri, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference, be and is hereby approved.

SECTION 2. That the City Manager is authorized to execute said Addendum #1 to the Fixed Base Operator Agreement between Legacy Aviation, Inc. dba Flying KC and the City of Lee's Summit, Missouri 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.



**BILL NO. 16-**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_day of \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

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

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

ATTEST:

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Staff Attorney  
Sheri Wells*

**ADDENDUM NO. 1 TO FIXED BASE OPERATOR AGREEMENT  
BETWEEN  
LEGACY AVIATION, INC. DBA FLYING KC  
2016  
AND  
THE CITY OF LEE'S SUMMIT, MISSOURI**

**THIS ADDENDUM NO. 1 TO FIXED BASE OPERATOR AGREEMENT BETWEEN LEGACY AVIATION, INC. DBA FLYING KC AND THE CITY OF LEE'S SUMMIT, MISSOURI,** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Legacy Aviation, Inc. dba Flying KC (hereinafter "Operator").

**WITNESSETH:**

**WHEREAS,** City and Operator entered into a Fixed Base Operator Agreement dated \_\_\_\_\_ (hereinafter "Original Agreement") for Operator to lease certain premises owned by the City of Lee's Summit and to enable Operator to perform Aeronautical Services as a Fixed Base Operator (FBO) at the airport using said premises; and

WHEREAS, the Original Agreement included provisions which permitted Operator to operate a Flight School, provide aircraft rental services, aircraft management and consulting services, and aircraft sales, and further provided for obligations on the part of the Operator consistent therewith, including, but not limited to, the provision of insurance coverage consistent with the policies for the same as set forth in the Original Agreement as well as The City's Minimum Standard Requirements for Aeronautical Services; and

**WHEREAS,** City and Operator desire and agree to amend the provisions of the Fixed Base Operator Agreement as provided herein to allow Operator the opportunity to procure and provide insurance coverage as required by the Original Agreement as it begins provision of certain services; and

**WHEREAS,** the cost of the lease shall not change subject to this Addendum.

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

**ARTICLE ONE: AMENDMENT TO SECTION 2 OF ORIGINAL AGREEMENT**

1. Section 2 of the Original Agreement is hereby amended as follows:

*Subsection 2.01 Use of Leased Premises.*

- A. *Purpose of Agreement: The purpose of this Agreement is to lease the Leased Premises to the Operator and to enable the Operator to perform Aeronautical Services as a Fixed Base Operator (FBO) at the Airport. In addition to the other limitations and restrictions contained in this Agreement, Operator agrees to the following limitations on the permitted uses of the Leased Premises:*

1. *Operator shall immediately commence operation of a flight school and aircraft rental services.*
  2. *Upon thirty (30) days' written notice to City, Operator shall have the opportunity to operate aircraft management and consulting services, and aircraft sales, provided, however, that said written notice includes with it proof of necessary insurance coverage and FAA certificates as called for herein or by law and as applicable to the particular service(s) being provided by Operator.*
- B. Conditions of Granting Fixed Base Operator Status: Granting Operator the status of Fixed Base Operator is conditioned upon the following covenants:*
3. *That Operator shall provide the City with appropriate certificates of insurance in accordance with Subsection 2.01(A)(2) and Subsection 8.02 herein, as well as all relevant FAA certificates for types of services provided.*
  4. *That Operator shall comply with the Minimum Standard Requirements for Airport Aeronautical Services ("Requirements") as adopted and revised by the City and as applicable to any operations being undertaken in conformance with the provisions outlined herein. The Operator understands that this requirement is ongoing and continuing in nature, that the Requirements are subject to future modification, and that the requirements apply to all active operations of the Operator.*
- C. Aeronautical Services. Upon execution of this Agreement, Operator is authorized to undertake and provide flight school services and aircraft rental services. Upon provision of thirty (30) days written notice to City, as well as provision of the required items identified in Subsection 2.01(A)(2) herein, Operator will be authorized to provide services related to aircraft management and consulting, and aircraft sales. The rights granted by this Agreement will be exercised in such a way as not to interfere with or adversely affect the use, operation, maintenance, or development of the Airport.*

2. All remaining provisions of Section 2 of the Original Agreement shall remain in full force and effect as originally set forth.

## **ARTICLE TWO: AMENDMENT TO SECTION 8 OF ORIGINAL AGREEMENT**

1. Section 8 of the Original Agreement is hereby amended as follows:

*Subsection 8.02 Insurance Requirements. Operator shall, at its expense, procure and keep in force at all times during the term of this Agreement, from a financially sound and reputable company acceptable to the City, all types of insurance required pursuant to the City's Minimum Standard Requirements for Aeronautical Services, Appendix 1, Minimum Insurance Policy Requirements, as revised January 8, 2015, subject to the exceptions expressly provided for herein, in amount at least equal to the minimum amounts specified therein, insuring Operator for bodily injury and property damage, and such other insurance necessary to protect the Operator from all such claims and actions described in the preceding Subsection 8.01. Without limiting its' liability, Operator also agrees to carry and keep in force insurance with single limit liability for bodily injury or death and*

property damage in a sum not less than \$1,000,000 per occurrence, together with the following specific limitations per occurrence: 1) Airport operations – minimum of \$1,000,000 per occurrence; and 2) Products and Completed Operations – minimum of \$100,000 per occurrence. Operator also agrees to carry and keep in force Hangarkeeper's Liability insurance coverage of not less than \$100,000 per aircraft and not less than \$250,000 per occurrence. Operator recognizes that the required amounts of coverage set forth above are the minimum limits, and may not reflect Operator's actual risk. Operator shall furnish to the City a certificate of insurance as evidence of coverage. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to the City. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost. Operator further agrees to name the City as an additional insured on all applicable policies, with the exception of the policy endorsement covering hired and non-owned automobiles, and worker's compensation. Operator further agrees to increase its insurance coverage, if necessary, to ensure coverage for all approved Aeronautical Services and if Operator adds any Aeronautical Services not identified in Subsection 2.01, above.

- A. *Insurance Required Immediately Upon Execution of Agreement.* In addition to those requirements listed in Subection 8.02, above, Operator will be required to immediately procure, maintain, and provide proof to City those coverages identified in Appendix 1, Minimum Insurance Policy Requirements of the City's Minimum Standard Requirements for Aeronautical Services, as revised January 8, 2015, pertaining to Fixed Base Operator (FBO), Flight Training SASO and Aircraft Rental SASO.
- B. *Insurance Not Required Until Operations Commence.* Pursuant to Subsections 2.01(A)(1), 2.01(A)(2), and 2.01(C), above, Operator will not be required to maintain those coverages identified in Appendix 1, Minimum Insurance Policy Requirements of the City's Minimum Standard Requirements for Aeronautical Services, as revised January 8, 2015 pertaining to Aircraft Sales SASO (New and/or Used) until such time as Operator provides written notice of its' intent to commence operations of said type to the City at least thirty (30) days in advance. Evidence of such coverage shall be provided to City upon providing written notice of intent to begin operations, as directed herein, and said coverage shall be maintained from the point of notice to City throughout the life of the Original Agreement, including any Addendums or modifications thereto.
- C. *Cancelation of Coverage for Discontinued Operations.* If, at any point, Operator desires to no longer continue any particular use of the premises as identified in Subsection 2.01(A)(1) or (2), above, Operator shall give the City a minimum of thirty (30) days notice, in writing, of what use will be discontinued, and what date it will cease. Operator may not cancel the relevant insurance for a particular use until after the City has been notified as described above, and the Operator actually ceases all activities associated with the activity.

2. All remaining provisions of Section 8 of the Original Agreement shall remain in full force and effect as originally set forth.

**ARTICLE THREE: ALL OTHER TERMS OF ORIGINAL AGREEMENT REMAIN IN EFFECT**

1. All other terms of the Original Agreement not amended by this Addendum shall remain in full force and effect.

This Addendum shall be binding on the parties thereto only after it has been duly executed and approved by City and Operator.

**IN WITNESS WHEREOF**, the parties have caused this Addendum to be executed on the day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

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

**OPERATOR:**

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



**LEE'S SUMMIT**  
MISSOURI

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**FIXED BASE OPERATOR AGREEMENT**

**Between**

**Legacy Aviation, Inc. dba Flying KC**

**2016**

**And**

**The City of Lee's Summit, Missouri**

FIXED BASE OPERATOR AGREEMENT

TABLE OF CONTENTS

SECTION 1. LEASED PREMISES ..... 1

SECTION 2. PURPOSE OF AGREEMENT ..... 1

SECTION 3. TERM ..... 3

SECTION 4. RENTALS, FEES AND RECORDS ..... 3

SECTION 5. OBLIGATIONS OF OPERATOR ..... 5

SECTION 6. OBLIGATIONS OF CITY ..... 6

SECTION 7. CITY’S RESERVATIONS ..... 6

SECTION 8. INDEMNITY AND INSURANCE ..... 7

SECTION 9. TERMINATION OF AGREEMENT BY OPERATOR ..... 9

SECTION 10. TERMINATION OF AGREEMENT BY CITY ..... 9

SECTION 11. ASSIGNMENT ..... 10

SECTION 12. GENERAL PROVISIONS ..... 10

## FIXED BASE OPERATOR AGREEMENT

THIS LEASE AGREEMENT is made this \_\_\_ of \_\_\_\_\_, 2016, between the City of Lee's Summit, Missouri, hereinafter called "City," and Legacy Aviation, Inc. dba Flying KC, a corporation incorporated and existing under the laws of the State of Missouri and authorized to do business in the State of Missouri, hereinafter called "Operator".

### WITNESSETH

WHEREAS, City operates the Lee's Summit Municipal Airport, hereafter called "Airport," located in the City of Lee's Summit, Jackson County, Missouri; has the right, title and interest in and to the real property comprising the Airport; and has full power and authority to enter into this Agreement;

WHEREAS, the Operator is desirous of leasing from the City certain premises located at the Airport; and

WHEREAS, Operator agrees to comply with the Minimum Standard Requirements for Airport Aeronautical Services adopted by the City for fixed based operators at the Lee's Summit Municipal Airport and the Lee's Summit Municipal Airport Rules and Regulations, and as may be amended from time to time, which are hereby incorporated by reference as if fully set forth herein, for so long as this Agreement is in effect.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, City leases to Operator and Operator leases from City the following described premises and rights, subject to the following:

### SECTION 1. LEASED PREMISES

#### Subsection 1.01 Description of Leased Premises

A. The term "Leased Premises", as referenced to in this Agreement, includes 154 square feet total space available in the following premises located at the Lee's Summit Municipal Airport, 2721 NE Douglas; Office Suite B, Lee's Summit, Missouri, 64064 for a period of two (2) years from and after the date of this Agreement after which time consideration will be giving for the rental of the entire building.

B. The above referenced facilities are included as part of the Leased Premises in their present condition, and any improvements, together with the easements and rights thereto or as may be hereafter separately granted to effectuate the purposes of this lease, including the right of ingress thereto and egress there from.





C. The Operator may also use up to five (5) paved tie-downs, on an as needed basis and when available, to be used only for those aircraft that are owned, operated or under the control of the Operator. Such tie-down spaces are not specific as to location and are not for exclusive use by the Operator.

D. Upon request from the Operator and approval by the Airport Manager, the Operator may lease additional aircraft tie-downs or additional aircraft storage hangars on a daily or monthly basis for those aircraft that are owned, operated, or under the control of the Operator. Such additional tie-downs or hangars will be leased subject to the terms of this Agreement.

E. The parties agree that the Operator may, upon approval by the City Manager, substitute the above referenced open or enclosed aircraft storage hangars for other such hangars. The Operator may also rent additional open or enclosed aircraft storage hangars at rates based on the City's schedule of fees. If substitution or addition of hangars takes place, the parties shall execute an addendum to this agreement reciting such substitution or addition. The City Manager is hereby authorized to execute any such addendum to this Agreement relating to substitution or addition of hangars. Any additional or substituted hangars will be subject to the terms of this Agreement, and the rental rate shall be the hangars current retail rate (the "Posted Rate").

## SECTION 2. PURPOSE OF AGREEMENT

### Subsection 2.01. Use of Leased Premises.

A. Purpose of Agreement: The purpose of this Agreement is to lease the Leased Premises to the Operator and to enable the Operator to perform Aeronautical Services as a Fixed Base Operator (FBO) at the Airport. In addition to other limitations and restrictions contained in this Agreement, the Operator agrees to the following limitations on the permitted uses of the Leased Premises:

1. The operation of a Flight School, Aircraft rental, Aircraft Management/Consulting and aircraft sales under the control of the Operator.

B. Conditions of Granting Fixed Base Operator Status: Granting Operator the status of Fixed Based Operator is conditioned upon the following covenants:

(1) That the right to use the public airport facilities as well as all of Operator's rights as a fixed Base Operator shall be exercised subject to and in accordance with the laws of the United States of America including regulations promulgated by the Federal Aviation Administration (FAA), the State of Missouri, and the City of Lee's Summit, now in force or afterwards ordained or promulgated including environmental legislation and regulations.



(2) That Operator shall obtain a business license from the City prior to commencement of its Aeronautical Services.

(3) That Operator shall provide the City with appropriate certificates of insurance in accordance with Subsection 8.02 and all relevant FAA certificates for types of services provided.

(4) That the Operator shall comply with the Minimum Standard Requirements for Airport Aeronautical Services ("Requirements") as adopted and revised by the City. The Operator understands that this requirement is ongoing and continuing in nature, and that the Requirements are subject to future modification.

(5) That the Operator shall comply with Lee's Summit Municipal Airport Rules and Regulations.

C. Aeronautical Services. Upon execution of this agreement, the Operator is authorized to undertake and provide the following proposed Aeronautical Services: Flight school, Aircraft Rental, Aircraft Management/Consulting and Aircraft Sales. The rights granted by this agreement will be exercised in such a way as to not interfere with or adversely affect the use, operation, maintenance or development of the Airport.

Subsection 2.02. No Exclusive Right. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

Subsection 2.03. Prohibited Activities. The following activities are expressly prohibited:

- A. Operator agrees not to use the Leased Premises or permit the use thereof in such manner as to make void or increase the rate of insurance thereon.
- C. The Operator is prohibited from selling or dispensing aircraft fuels. Any violation by the Operator of this subsection shall constitute a material breach of this Agreement, and shall constitute cause for immediate termination of the Agreement and repossession of the Leased Premises by the City.

### SECTION 3. TERM

Subsection 3.01. Term. The Initial Term of this Agreement is two (2) years, commencing on the September 15, 2016, and terminating September 30, 2018 for Office





Suite C located in the Airport Modular Building located at 2521 NE Douglas. Any time during the first twelve month period the Operator wishes to lease additional office space in the Modular Unit, the City will entertain the additional rentals at the posted rates of the Airports schedule of fees.

Subsection 3.02 Holdover. In the event Operator shall continue to occupy the Leased Premises beyond the initial Agreement term, or any extension thereof, without the City's written consent thereto, such holding over shall not constitute a renewal or extension of this Agreement but shall create a tenancy from month to month which may be terminated at any time by either party giving thirty (30) days written notice to the other party. The Operator shall perform and maintain its obligations under this Agreement during any holdover period, including the payment of rent in accordance with Subsection 4.01 of this Agreement.

#### SECTION 4. RENTALS, FEES AND RECORDS

##### Subsection 4.01 Rentals for Leased Premises.

- A. The rental rate for Suite C in the Modular Building located at 2521 NE Douglas is based on a rate of \$1.727 per square foot rounded up to the nearest dollar, resulting in a rental payment of \$266.00 dollars per month for 154 square feet of space. Suite B will be provided for one-year at no charge. After the first twelve month term a rate will be established for Suite B.
- B. 1. Rental fees shall be adjusted following the Initial Term of this Agreement, and then after every Renewal Term thereafter, with each such adjustment to become effective upon commencement of the subsequent term. The rental rates shall be adjusted by the total change in the Consumer Price Index for All Urban Consumers, (CPI-U) all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 equals 100) or a successor index appropriately adjusted. This shall be measured by finding the difference between the CPI-U figure for the month immediately prior to the commencement date of the Agreement or of the previous two year measuring period, and the CPI-U index figure for the same month immediately prior to the commencement of the next measuring period, as described in the example below.
2. The percent increase in the Consumer Price Index during the measuring period shall be multiplied by the annual square footage rental rate to determine the annual rent to be paid for the next two year Renewal Term. The annual rent increases shall be cumulative. For example:

FORMULA

EXAMPLE



NEW CPI (9/99)	156.91
- OLD CPI (9/94)	149.44
CPI CHANGE+	7.47
CHANGE IN CPI = % CPI	7.47 = (5.00%)
OLD CPI	149.44

(% CPI + 1) X CURRENT RATE = (0.05 + 1) X \$0.25 = \$0.26  
 NEW RATE

3. Notwithstanding the adjustment calculation methodology stated above, at no time during the term of this Agreement, including any renewals thereof, will the annual square feet rental rate decrease. In the event the adjustment calculation methodology described above would result in a decrease in the annual rental rate, the Operator shall, for that measuring period under the said Renewal Term, pay an annual rental rate in the same amount as that assessed for the Renewal Term or measuring period immediately prior to the period or renewal term involving the calculated or appraised decrease. In the event that the City causes a decrease in the total square feet of the Leased Premises, the total rental amount would decrease proportionately.

Subsection 4.02 Fuel Purchase Rates:

- A. Operator agrees to pay fuel pricing, per gallon, established each Monday based on the most recently delivered Wholesale Price + Federal Excise Tax (+ State Excise Tax for 100LL) + (any other federally or state mandated taxes or fees) + City Fee. The City Fee shall be according to the following table, based on Operator's total annual fuel volume purchased from City.

City Fee

Gallon	Volume	Fee Per Gallon	
		Self Service	Full- Service
	0-49,999	\$ 0.45	\$0.55
	50,000 – 99,999	\$ 0.37	\$0.47
	100,000 – 199,999	\$ 0.35	\$0.45
	200,000 +	\$ 0.30	\$0.40

The fee per gallon for the City Fee shall be assessed incrementally on the respective volumes listed in the above table, such that the fee per gallon for each gallon purchased in





the first range shall be \$ 0.45 per gallon for full service and \$0.55 per gallon for self service, the fee per gallon for each gallon purchased in the second range shall be \$ 0.37 per gallon for full service and \$0.47 per gallon for self service and so forth. The above fuel pricing shall apply to and be calculated based on all aircraft owned or operated by the Operator or permanently hangared at the Airport. Per gallon fuel prices shall be rounded up or down to the nearest half cent.

B. The Airport shall provide fuel invoices on a weekly or bi-weekly basis based on Operator's Preference. Operators wishing to pay monthly shall deposit with the City \$5,000 or an amount equal to the average cost for two weeks worth of total fuel usage, whichever is greater. Fuel use will not be charged against this deposit. During each renewal of this Agreement, average fuel use will be reviewed to determine appropriate deposit amount required. Upon such review, the Operator agrees to adjust the deposit as required. Upon termination of this agreement, said deposit shall be returned to the Lessee, minus any amount for unpaid invoices.

Subsection 4.03. Delinquent Payments. The Operator agrees to pay all invoices within ten (10) days after receipt. The City may establish an interest charge computed as simple interest, to be collected on the principal of all sums due and unpaid for more than ten (10) days, but such interest when assessed thereafter, shall be computed from the 11<sup>th</sup> day after invoice date. The City reserves the right to refuse to provide services, including fuel, or require payment in advance for any fuel or services at any time Operator is thirty (30) days or more delinquent on any payment. Upon payment of any delinquent amounts, the decision to provide services on an advance payment or invoice basis is at the sole discretion of the Airport Manager. In the event that collection activities, including litigation, are used in order to recover past due amounts owed, the City shall be entitled to recover its collections costs, including its reasonable attorney's fees.

Subsection 4.04. Review and Adjustment of Fuel Fees. Fuel fees listed in Subsection 4.02 above shall be in effect for one (1) year from the effective date. Operator and City agree to review fuel fees and re-negotiate, if mutually deemed appropriate for the remainder of the term of this agreement. Upon notification of request for renewal of the agreement per Subsection 3.01, fuel fee shall be reviewed and re-negotiated as appropriate.

Subsection 4.05. Books and Records of Operator. There are no books and records requirements under this Agreement.

Subsection 4.06. Audit. There are no audit requirements under this Agreement.



Subsection 4.07 Fees for Ramp Tie-Downs and Other Services. Open ramp aircraft tie-downs shall be charged at a rate of fifty percent (50%) of the retail rate (the "Posted Rate") for any aircraft under the care of the Operator that exceed the five tiedowns provided. The charge for towing services shall be at the Posted Rate. Any special services not available or required by other Airport patrons will have rates determined on a case by case basis.

Subsection 4.08. Delinquent Payments. The Operator agrees to pay all invoices within ten (10) days after receipt. The City may establish an interest charge computed as simple interest, to be collected on the principal of all sums due and unpaid for more than ten (10) days, but such interest when assessed thereafter, shall be computed from the 11<sup>th</sup> day after invoice date. The City reserves the right to refuse to provide services, including fuel, or require payment in advance for any fuel or services at any time Operator is thirty (30) days or more delinquent on any payment. Upon payment of any delinquent amounts, the decision to provide services on an advance payment or invoice basis is at the sole discretion of the Airport Manager. In the event that collection activities, including litigation, are used in order to recover past due amounts owed, the City shall be entitled to recover its collections costs, including its reasonable attorney's fees.

Subsection 4.09. Review and Adjustment of Fuel Fees. Fuel fees listed in Subsection 4.02 above shall be in effect for one (1) year from the effective date. Operator and City agree to review fuel fees and re-negotiate, if mutually deemed appropriate for the remainder of the term of this agreement. Upon notification of request for renewal of the agreement per Subsection 3.01, fuel fee shall be reviewed and re-negotiated as appropriate.

Subsection 4.10. Books and Records of Operator. There are no books and records requirements under this Agreement.

Subsection 4.11. Audit. There are no audit requirements under this Agreement.

## SECTION 5. OBLIGATIONS OF OPERATOR

Subsection 5.01. Operations by Operator: Operator agrees:

A. To promote aviation activity on the Airport and to conduct operations on the Leased





Premises in a proper, efficient and courteous manner.

- B. That all services shall be furnished on a fair, equal and nondiscriminatory basis to all users, and that only fair, reasonable and nondiscriminatory prices for each unit of sale or service will be charged. Operator may, however, make reasonable and nondiscriminatory discounts, rebates or other similar price reductions to volume purchasers.
- C. To furnish those Aeronautical Services listed heretofore and to receive written approval from the Airport Manager of all Operator's operations, signs, etc. thirty (30) days before start-up of any additional Aeronautical Services or cessation of any or all approved Aeronautical Services.
- D. To supply the Airport Manager with a list of its employees or associated personnel names, job titles and duties, and their emergency telephone numbers and addresses.
- E. To not execute an agreement with any subcontractor to perform the Operator's Aeronautical Services without written approval of the City and to insert in all subcontracts a provision requiring the subcontractors to comply with applicable provisions of this agreement and further provide in each subcontract a statement "that nothing contained in these conditions shall create any contractual relationship between the subcontractor and the City."
- F. To provide the City with a list by "N" number and type of all aircraft owned or operated by Operator and to provide a written revision of said list within seven (7) days of any aircraft changes.
- G. To follow the procedures of National Fire Protection Association when draining residual fuel from aircraft tanks incidental to aircraft fuel system maintenance, testing, manufacturing, salvage, or recovery operations
- H. To store any paints, cleaners or other flammable liquids in an approved storage locker.
- I. Follow all Homeland Security requirements and Transportation Security Administration recommendations, as amended, as they pertain to registering and recording new student pilots and pilot rating upgrades.

Subsection 5.02 Nondiscrimination. Operator, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (A) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises; (B) that in





the construction of any improvements on, over, or under such land and the furnishing of services thereof no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (C) that Operator shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, to the extent that said requirements are applicable, as a matter of law, to Operator.

Subsection 5.03. Fair Service. The Operator agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Operator may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Subsection 5.04. Observance of Statutes, etc. The granting of this Agreement and its acceptance by Operator is conditioned upon the right to use the Airport facilities in common with others authorized to do so. The Operator shall observe and comply with any and all requirements of the constituted public authorities and with all Federal, State or Local statutes, ordinances, regulations and standards applicable to Operator for its use of the leased premises, including but not limited to, rules and regulations promulgated from time to time by the City for the administration of the Airport. The Operator shall also defend, reimburse, indemnify and hold harmless the City, its agents, employees and elected officials, including costs of defense, from any claims, demands, penalties or liability which may accrue to it because of any alleged violation or noncompliance with any such statute, ordinance, rule or standard by the Operator or resulting from Operator's activities hereunder.

## SECTION 6. OBLIGATIONS OF THE CITY

Subsection 6.01. Operation as a Public Airport. The City reserves the right to discontinue use of the Airport as an airport. The City covenants and agrees that as long as the City continues to use the Airport as an airport it will operate and maintain the Airport consistent with and pursuant to the Sponsor's Assurances given by the City to the United States Government under the Federal Aviation Act, subject to the City's Reservations set forth in this Agreement.

## SECTION 7. CITY'S RESERVATIONS





Subsection 7.01. Free and Unrestricted Flight. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises herein leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or thereafter used for navigation of or flight in the air using said airspace or landing, taking off from, or operating on or about the Airport.

Subsection 7.02. Subordination to U.S. Government. This Agreement shall be subordinate to the provisions of any existing or future agreements between City and the United States or any agency thereof, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City for Federal funds for the development of the Airport.

Subsection 7.03 Improvement, Relocation, or Removal of Structures. The City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport (including, without limitation, the Leased Premises), including the right to remove or relocate any structure on the Airport as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any buildings or other structures on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. The City further reserves the right to take any of the aforementioned actions regardless of the desire or views of the Operator, without interference or hindrance by the Operator and without obligation to abate rent or otherwise provide relief of be liable to the Operator for any harm or inconvenience from disruption of Airport operations resulting from such actions. Notwithstanding the forgoing, in the event that the City closes the Airport Administrative Building, the Office Premises shall cease to be a part of the Leased Premises as of the date of such closing and this Agreement shall be deemed to be terminated, as to the Office Premises only, as of the date of such closing. In the event that the City closes the Airport Administrative Building because of the construction of a replacement Airport Administrative Building, the City will use its best efforts to secure office space for Operator, subject to the terms of this Agreement, in: 1) the replacement Airport Administrative Building; and 2) any temporary office space made available by the City during the construction of the replacement Airport Administrative Building.

Subsection 7.04. Inspection of Leased Premises. The City, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection, maintenance





and to investigate compliance with the terms of this Agreement.

Subsection 7.05. War or National Emergency. During the time of war or national emergency, the City shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the lease to the Government shall be suspended.

## SECTION 8. INDEMNITY AND INSURANCE

Subsection 8.01. Indemnification. Operator agrees to protect, defend, indemnify, and hold the City of Lee's Summit, and its officers employees, elected officials in their official and personal capacities, and attorneys, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or the use or occupancy of the Leased Premises, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused solely by the negligence or willful misconduct of the City, or its officers and employees. This duty shall also extend to claims of damages to the environment caused by Operator, including but not limited to the investigation, field study, and clean up costs assessed by any federal, state or local agency against the City of Lee's Summit or any of its agents or employees, as well as any civil fine or penalty. The City shall give to the Operator reasonable notice of any such claims or actions. The provisions of this Section shall survive the expiration or early termination of this Agreement. The duties of the Operator specified herein shall not be limited by the amount of any insurance coverage required to be provided by the Operator herein, but shall extend to the full amount of any such claim or liability. This duty shall also not be limited by the provision of any workers' compensation coverage.

Subsection 8.02 Insurance Requirements. Operator shall, at its expense, procure and keep in force at all times during the term of this Agreement, from a financially sound and reputable company acceptable to the City, all types of insurance required pursuant to the City's Minimum Standard Requirements for Aeronautical Services, Appendix 1, *Minimum Insurance Policy Requirements*, as revised January 8, 2015, in amounts at least equal to the minimum amounts specified therein, unless specified otherwise in this subsection, insuring Operator for bodily injury and property damage, and such other insurance necessary to protect the Operator from all such claims and actions described in the preceding section 8.01. Without limiting its liability, Operator also





agrees to carry and keep in force insurance with single limit liability for bodily injury or death and property damage in a sum not less than \$1,000,000 per occurrence, together with the following specific limitations per occurrence: 1) Airport operations- minimum of \$1,000,000 per occurrence; and 2) Products and Completed Operations- minimum of \$100,000 per occurrence. Operator also agrees to carry and keep in force Hangarkeeper's Liability insurance coverage of not less than \$100,000 per aircraft and not less than \$250,000 per occurrence. Operator recognizes that the required amounts of coverage set forth above are the minimum limits, and may not reflect the Operator's actual risk. Operator shall furnish the City with a certificate of insurance as evidence of coverage. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) days advance written notice to the City. Coverage is to be written on the broadest liability form which is customarily available at reasonable cost. Operator further agrees to name the City as an additional insured on all applicable policies, with the exception of the policy endorsement covering hired and non-owned automobiles, and workers compensation. Operator further agrees to increase its insurance coverage, if necessary, to ensure coverage for all approved Aeronautical Services and if Operator adds any Aeronautical Services not identified in Subsection 2.01(C).

Subsection 8.03 Insurance Notification. Operator shall file a certificate of insurance with the City evidencing that Operator has procured all required insurance coverage and that said insurance coverage will not be canceled without thirty (30) day advance written notice to the City. This agreement will not be executed or renewed by the City until such proof of coverage has been received, reviewed and accepted by the City.

## SECTION 9. TERMINATION OF AGREEMENT BY OPERATOR

Subsection 9.01. Termination. Unless renewed by the Operator as described in Subsection 3.01, this Agreement shall terminate at the end of the term, or at such time as written notice of termination is provided by either party as provided in Subsection 9.02 or Subsection 10.02.

Subsection 9.02. Termination by Operator. Operator, in addition to any other rights it has under the law, may terminate this Agreement and terminate its obligations hereunder (excluding such obligations that survive the expiration or termination of this Agreement) at any time that Operator is not in default in the payment of rentals and/or fees to the City by giving the City sixty (60) days advance written notice to be served as hereinafter upon or after the happening of any one of the following events:

- A. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, so as to substantially affect





Operator's use of the system at the Airport, and the remaining in force of such injunction for a period of at least sixty (60) days; provided, however, that such injunction is not due to Operator's operation at the Airport.

- B. The default by the City in the performance of any covenant or agreement herein required to be performed by the City, and the failure of the City to undertake and be continuing to remedy such default for a period of sixty (60) days after receipt from Operator of written notice to remedy the same; provided, however, that no notice of termination, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of Operator's notice of termination.
- C. The assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities or any substantial part or parts thereof, in a manner as substantially to restrict Operator for a period of at least sixty (60) days from full use of its leased premises, and in that event, a just and proportionate part of the rent hereunder shall be abated.

#### SECTION 10. TERMINATION OF AGREEMENT BY CITY

Subsection 10.01. Termination by the City. The City, in addition to any other rights to which it may be entitled by law, may declare this Agreement terminated in its entirety as provided in Subsection 10.02 upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Leased Premises. These events are as follows:

- A. The completion of the initial or any subsequent term without written notice of Operator's intention to enter into a subsequent term extension.
- B. The failure to pay all installments of fees then due (with interest) within thirty (30) days after receipt by Operator of written notice from the City to pay such rent.
- C. The filing by Operator of a voluntary petition in bankruptcy or the making of any assignment of all or any part of Operator's assets for benefit of creditors.
- D. The filing of an involuntary bankruptcy petition against the Operator as a bankrupt pursuant to any involuntary bankruptcy proceedings.
- E. The taking of jurisdiction by a court of competent jurisdiction of Operator or its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.



- F. The appointment of a receiver or a trustee of Operator's assets by a court of competent jurisdiction or a voluntary agreement with Operator's creditors.
- G. The breach by Operator of any of the covenants or agreements herein contained, and the failure of Operator to remedy such breach within 30 days after receipt of written notice of such breach from the City.
- H. The abandonment of the Leased Premises.
- I. The breach of any one of the covenants contained in Subsection 2.03.C., in which case the provisions of Subsection 10.02 concerning notice to the Operator of the breach and time to cure said breach shall not apply.
- J. The Operator, its principles, directors, owners or agents, transfers, sells or otherwise conveys an ownership interest in the Operator greater than 50%.
- K. The City's discontinuation of use of the Airport as an airport.

**Subsection 10.02. Termination Notice.** In the event the City exercises its option to cancel this Agreement upon the happenings of any or all of the events set forth in this Section, a notice of cancellation shall be sufficient to cancel this Agreement; and, upon such cancellation, Operator hereby agrees that it will forthwith cease all FBO services defined and approved herein. The City shall provide written notice of its intent to terminate the Agreement to the Operator a minimum of sixty (60) days prior to the date of termination, except for termination as described in Subsection 10.01I. Failure of the City to declare this Agreement terminated for any of the reasons set out shall not operate to bar, destroy, or waive the right of the City to cancel this Agreement by reason of any subsequent violation of the terms hereof.

## SECTION 11. ASSIGNMENT AND SUBLETTING

**Subsection 11.01. Assignment.** Operator shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the City. In the event of such assignment, Operator shall remain liable to the City for the remainder of the term of the Agreement to pay to the City any portion of the rentals or fees provided for herein upon failure of the assignee to pay the same when due. Said assignee shall not assign said Agreement except with the prior written approval of the City and the Operator herein, and any assignment by the Operator shall contain a clause to this effect. The City shall not unreasonably withhold its consent to any assignment, transfer or delegation by the Operator of its privileges and obligations under this Agreement to any successor, parent organization, wholly owned subsidiary or affiliate of the Operator.





Subsection 11.02 Subletting. The Operator shall not have the right to sublease all or part of the Leased Premises subject to the following conditions:

- A. No sublease or rental for the performance of FBO or Special Aviation Services Operator (SASO) services, the engagement of any aviation-related commercial activity upon the Leased Premises, or for any aviation-related commercial purposes shall be valid unless the sublessee has executed a separate Fixed Based Operator Agreement with the City; and
- B. No sublease or rental for the performance of non aviation-related services or operations on the Leased Premises shall be valid unless the sublessee has executed a General Services Provider Agreement with the City.

Subsection 13.02. Subletting. The Lessee shall have the right to sublease all or part of the leased premises

#### SECTION 12. GENERAL PROVISIONS

Subsection 12.01. The City shall maintain and keep in repair the Airport landing areas, including taxiways and aircraft parking apron and shall have the right to direct and control all activities of the Operator in this regard.

Subsection 12.02. Attorney's Fees. In any action brought by either party for the enforcement or the construction of the terms of this Agreement, the City, if it is a prevailing party in the action, shall be entitled to recover interest and its reasonable attorney's fees and litigation expenses, including, but not limited to, expert witness fees and expenses.

Subsection 12.03. Taxes. Operator shall pay any personal property taxes and other taxes which may be assessed against equipment, merchandise, or other personal property belonging to Operator located on the Leased Premises, or other permitted portions of the Airport, or upon Operator's activities thereupon.

Subsection 12.05. License Fees and Permits. Operator shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

Subsection 12.06. Non-Exclusive Rights. It is hereby specifically understood and agreed between the parties that nothing contained hereby shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended; and the City reserves the right to grant to others the





privilege and right of conducting any one or all of the Aeronautical Services listed herein or any other activity of an aeronautical nature.

Subsection 12.07. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

Subsection 12.08. Applicable Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this Agreement be adjudicated, jurisdiction and venue shall be proper only in the Circuit Court of Jackson County, Missouri.

Subsection 12.09. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Subsection 12.10. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Subsection 12.11. Binding Effect. This Agreement, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Subsection 12.12. No Partnership. Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between the City and Operator other than the relationship of the City and Operator.

Subsection 12.13. Duty to be Reasonable. Wherever in this Agreement the City is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment shall not be unreasonably exercised or unreasonably withheld.

Subsection 12.14. City Agent. The City Manager shall be considered the agent and representative of the City with respect to all notices, approvals and matters contained hereunder, and his authority to act for and on behalf of the City in connection with all matters occurring under this Agreement shall not be questioned by the Operator.

Subsection 12.15. Non-Liability of Individuals. No director, officer, agent, elected official or employee of either party hereto shall be charged personally or held





contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same. This Subsection 12.15 shall have no application to any independent guaranty or other assumption of the obligations of Operator which may be obtained by the City relative to this Agreement. This Subsection 12.15 shall also not apply to the Operator if the Operator is an entity other than a corporation in good standing and authorized to conduct business in the state of Missouri.

Subsection 12.16. Personal Property. Operator shall maintain the Leased Premises in a clean and orderly condition. Upon termination of this Agreement, Operator shall remove all personal property from the Leased Premises within thirty (30) days after said termination, unless otherwise agreed to, in writing, by the parties, and restore the leased premises to its original condition. If the Operator fails to remove said personal property within the aforementioned time frame, the City may take immediate possession of any property remaining on the Leased Premises and shall, at the City's sole option, become the property of the City or same may be removed and/or disposed of in any manner deemed appropriate by the City. The City shall not be liable in any manner for such removal and/or disposal; and the cost and expense of such removal and/or disposition shall be paid by the Operator.

Subsection 12.17. Casualty. If either part of the Leased Premises (i.e. the Office Premises or Building-P) is damaged by fire or other insured casualty, the rent payable hereunder for such damaged premises shall not abate provided that the damaged premises are not rendered untenable by such damage. If the damaged premises are rendered untenable and the City elects to repair the damaged premises, the rent shall abate for the period during which such repairs are being made, provided the damages were not caused by the acts or omissions of the Operator, its employees, agents or invitees, in which case the rent shall not abate. If the damaged premises are rendered untenable and the City elects not to repair the damaged premises, this Agreement shall terminate upon written notice from the City. If this Agreement is terminated by reason of fire or other insured casualty as herein provided, rent shall be apportioned and paid to the day of such fire or other insured casualty. Notwithstanding the forgoing, termination of the Agreement under this subsection shall not preclude the negotiation of a new agreement for alternate premises.

Subsection 12.18. Maintenance. City will keep the exterior of the Leased Premises in repair, provided that Operator shall give City written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by the carelessness or negligence of Operator, its agents, employees, or servants, in which event Operator shall be responsible therefore. Operator will keep the interior of the Leased Premises in good repair and will surrender the Leased Premises at the expiration of the term or at such other time as it may vacate the Leased Premises in as good





condition as when received, excepting depreciation caused by ordinary wear and tear.

Subsection 12.19 Utilities. In addition to the rental rate for the Office Premises and the Operator shall pay a monthly fee of twenty-five dollars (\$25.00) for the use of various City provided services, including water, sewer, electricity, and trash. This fee may be increased at the City's discretion and any such increase shall become effective upon 30 days written notice to Operator.

Subsection 12.20. Notices. Whenever any notice is required by this Agreement to be made, given or transmitted to the City, it shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, first class, addressed to:

Airport Manager  
Lee's Summit Municipal Airport  
2751 NE Douglas  
Lee's Summit, Missouri 64064

with a copy to the City Attorney, City of Lees Summit, 220 SE Green St., Lee's Summit, MO 64063.

Notices to Operator shall be addressed to:

Legacy Aviation, Inc. dba Flying KC  
600 EE Kirby Road  
Grain Valley, Missouri 64029  
Attn. Taylor Hill

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above, or in the case of delivery by the City to the Operator, by posting said item conspicuously on the leased premises. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, or posted on the leased premises, the item shall be considered received the third day after the date of posting.

Subsection 12.21. Prohibition against Interference. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed



as of the date first above mentioned at Lee's Summit, Missouri.

**CITY OF LEE'S SUMMIT,**

\_\_\_\_\_  
Stephen Arbo,  
City Manager

Approved as to form:

\_\_\_\_\_  
Trevor L. Stiles, Assistant City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

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

KC

OPERATOR: Legacy Aviation, Inc. dba Flying

Signature: \_\_\_\_\_



Title:

\_\_\_\_\_  
*PRESIDENT*

[The remainder of this page is intentionally left blank.]



Legacy Aviation, Inc. dba Flying KC  
STATE OF MISSOURI )  
                                  *Cass* ) ss.  
COUNTY OF JACKSON *ess* )

On this 29<sup>th</sup> day of September, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Taylor K. Hill, the President of Legacy Aviation, Inc. dba Flying KC who is personally known to me to be the same person who executed the within instrument on behalf of Taylor K. Hill of Legacy Aviation, Inc. dba Flying KC, and such person duly acknowledged the execution of the same to be the free act and deed of Legacy Aviation, Inc. dba Flying KC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

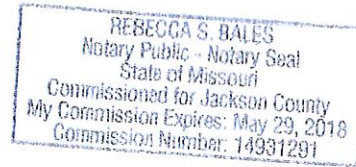
*Rebecca S. Bales*

NOTARY PUBLIC

My Commission Expires:

May 29, 2018

[SEAL]



City of Lee's Summit

STATE OF MISSOURI  
COUNTY OF JACKSON

ON THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 2016, before  
me \_\_\_\_\_, a Notary Public in and for said state, personally appeared  
Randall L. Rhoads, Mayor of the City of Lee's Summit, Missouri, known to me to be the  
person who executed the within Agreement and acknowledged to me that he executed  
the Agreement for the purposes therein stated and as the free act and deed of the City  
of Lee's Summit, a municipal corporation.

WITNESS my hand and official seal in the County and State aforesaid, the day and year  
first above written.

/s/ \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed or Typed Name

(Seal)

My Commission Expires:  
\_\_\_\_\_





# Consolidated Business Plan

Prepared for:

City of Lee's Summit Missouri

Municipal Airport

June 6, 2016



Table of Contents

Executive Summary..... 3

    1.2 Mission..... 3

    1.3 Keys to Growth..... 3

2.0 Company Structure and Requested Information..... 3

    2.1 Name and Ownership of Business ..... 4

    2.2 Services Offered ..... 4

    2.3 Amount of Land desired to Lease ..... 4

    2.4 Building Space that will be constructed of leased ..... 4

    2.5 Number of Aircraft Provided..... 5

    2.6 Equipment and Special Tooling to be provided ..... 5

    2.7 Number of Persons to be Employed ..... 5

    2.8 Operating Policies and Procedures ..... 5

    2.9 Abbreviated Resumes of Corporate Owners ..... 5

    2.10 Management of Business Operations..... 5

    2.11 Hours of Proposed Operation ..... 6

    2.12 Insurance Coverage to be Maintained..... 6

    2.13 Current Financial Status and Business Projections ..... 6

    2.14 Advertising Practices to be Utilized ..... 7

    2.15 Amenities Offered to Attract Customers ..... 7

    2.16 Future Physical Expansion..... 8

3.0 Summary and Additional Thoughts..... 8

## Executive Summary

Legacy Aviation, Incorporated Doing Business As (DBA) “Flying KC” has been formed as an aircraft rental, flight instruction, aircraft broker, and aircraft management company. The Co-Founders come from diverse backgrounds that include multiple successful service-based business operations, fixed-wing flight instruction, and commercial flying experience. Flying KC will offer well-maintained aircraft for individual rental and flight training. Flying KC will also provide primary and advanced flight instruction through the use of independent flight instructors possessing corporate and airline backgrounds. Flying KC will offer professional aviation management and consulting advice for individual and corporate aircraft needs.

### 1.2 Mission

Flying KC offers affordable, professionally-maintained aircraft for rental and flight instruction. We will provide a safe, clean, and highly-effective learning environment while adhering strictly to all applicable Federal, State, and City Aviation Regulations. Flying KC will take student through experienced pilots and grow their aviation capabilities through a proven system ensuring a high success rate.

### 1.3 Keys to Growth

- A. 24-hour scheduling portal allowing a personalized and painless way for aircraft and instructors to be scheduled.
- B. Aggressive Brand Awareness to the local community demonstrating the opportunity of learning to fly, which many people do not realize exist.
- C. Pro-Active approach to Preventative Maintenance ensuring limited downtime of aircraft.
- D. Provide a student driven training program that reduces the barriers of entry into the world of aviation, ensuring a high follow through rate for discovery flights.

## 2.0 Company Structure and Requested Information

Flying KC has prepared the below information to comply with the requests outlined in “Appendix 2” of the *Municipal Airport Minimum Standards for Commercial Aeronautical Service Providers*.

## 2.1 Name and Ownership of Business

Legacy Aviation, Inc. DBA Flying KC is a Missouri Corporation. The stock of the corporation is jointly 50% owned by Thomas Alwardt of Kansas City, MO and Taylor Hill of Blue Springs, MO. Legacy Aviation is within good standing with the State of Missouri.

The current contact information for the business is:

Legacy Aviation, Inc.  
600 EE Kirby Road  
Grain Valley, MO 64029  
816-579-1800  
www.FlyingKC.com  
[info@flyingkc.com](mailto:info@flyingkc.com)

The contact information for the owners is as follows:

Taylor Hill  
4405 SE Willow Place Ct.  
Blue Springs, MO 64014  
816-377-6622  
[thill@flyingkc.com](mailto:thill@flyingkc.com)

Thomas Alwardt  
5619 Rockhill Road  
Kansas City, MO 64110  
816-536-7438  
[thomas@flyingkc.com](mailto:thomas@flyingkc.com)

## 2.2 Services Offered

Flying KC's main service offerings include:

- Primary Flight Instruction
- Aircraft Rental
- Aircraft Management/Consulting
- Occasional Aircraft Sales

## 2.3 Amount of Land desired to Lease

Flying KC in its current state has no plans on leasing any land from the city of Lee's Summit, other than the tie-down areas designated by the city and included in the Lease Agreement between Flying KC and the City of Lee's Summit.

## 2.4 Building Space that will be constructed of leased

Flying KC wishes to lease Office Space in the modular building located at Lee's Summit Municipal Airport. Upon approval of the city to operated, Flying KC wishes to rent suite "E" of the office space with future expansion to follow based on demand for services offered.



## 2.5 Number of Aircraft Provided

Flying KC currently has one aircraft available for Instruction and Rental. Flying KC's growth model includes adding two more aircraft with an anticipated number totaling three (3) for the first year with subsequent growth following thereafter.

## 2.6 Equipment and Special Tooling to be provided

In addition to the aircraft available for rental and instruction, Flying KC plans to operate a Flight Simulator system to be located within the office space being leased. This will be utilized for new pilot training, in addition to existing pilots for currency requirements.

## 2.7 Number of Persons to be Employed

Flying KC will not have any employees other than the two corporate officers mentioned above in section 2.1.

## 2.8 Operating Policies and Procedures

A copy of our operating policies and procedures for Aircraft Rental are attached as Appendix 1. Our flight instruction procedures conform to Federal Aviation Administration standards as outlined in the F.A.R.

## 2.9 Abbreviated Resumes of Corporate Owners

Thomas Alwardt is an Airline Transport Pilot with over 1000 hours of dual instruction given. Thomas has successfully and profitably operated an aircraft instruction and rental business. In addition to his flight instruction background, Thomas holds a single-pilot King Air 350 type and has worked for Executive Airshare as a corporate pilot. He has an unblemished record with the FAA, and has a passion for introducing people to aviation. He is a graduate of University of Central Missouri with a degree in Flight Operations and Business Management.

Taylor Hill is an entrepreneur that has owned several successful companies in the Kansas City area. His business background includes Showtime Transportation, providing Trolley, Bus, and Limousine services to the greater Kansas City Metro. He has also successfully brokered aircraft for the past five years and has sold more than 40 aircraft. Taylor learned to fly at Lee's Summit Municipal Airport. His passion for aviation is what has driven him to partner with Thomas to introduce people to the world of aviation.

## 2.10 Management of Business Operations

For the first year of operations, Thomas and Taylor will be the sole operator and managers of the operations conducted at Lee's Summit Airport. In the event of continued growth, we may decide to bring additional management onto the team.

### 2.11 Hours of Proposed Operation

Flying KC will operate from 8:00 AM to 6:00 PM on a Monday through Saturday basis. Additional flight instruction will take place before or after the above mentioned times as required.

### 2.12 Insurance Coverage to be Maintained

Flying KC has full commercial insurance on the aircraft owned with limits of \$1,000,000 per occurrence and \$100,000 per personal. Additionally, Flying KC will maintain Premises Liability coverage in the amount of \$2,000,000 per occurrence of combined single limit for bodily injury and property damage. This coverage complies with Appendix 1 of the "Municipal Airport Minimum Standards for Commercial Aeronautical Service Providers"

### 2.13 Current Financial Status and Business Projections

Flying KC is a debt free company with cash reserves in the bank exceeding the operational expense requirements necessary to operate the company for the next year (12 months). Projected Cash Flow for the first year is as follows:

First Year Projected Cash Flow	
<b>Revenue</b>	
Aircraft Rental Income	\$74,400.00
Flight Instruction Income	\$9,000.00
Aircraft Management	\$18,000.00
Combined Revenue	\$101,400.00
<b>Variable Costs</b>	
Aircraft Operating Costs @ 600 Hours	(\$31,782.00)
<b>Fixed Costs</b>	
Advertising	(\$2,500.00)
Insurance	(\$3,300.00)
Lease Expense	(\$3,180.00)
Combined Expense	(\$40,762.00)
<b>Projected First Year Profit</b>	<b>\$60,638.00</b>

Based on Market Demand, Flying KC may elect to add additional aircraft and instruction to the business model. In the event this takes place, we project increased revenue from aircraft rental equivalent to 80% of the first aircraft. A third aircraft available is likewise projected to generate revenue equal to 80% of the second aircraft. Therefore with continued growth the subsequent 2 years following the first year is projected to be:

Year 2 and 3 Projected Cash Flow				
<b>Revenue</b>	Aircraft 1	Aircraft 2	Aircraft 3	<b>Total</b>
Aircraft Rental Income	\$74,400.00	\$59,520.00	\$47,616.00	
Flight Instruction Income	\$9,000.00	\$7,200.00	\$5,760.00	
Aircraft Management	\$18,000.00			
<b>Combined Revenue</b>	<b>\$101,400.00</b>	<b>\$66,720.00</b>	<b>\$53,376.00</b>	<b>\$221,496.00</b>
<b>Variable Costs</b>				
Aircraft Operating Costs	(\$31,782.00)	(\$25,425.60)	(\$20,340.48)	(\$77,548.08)
<b>Fixed Costs</b>				
Advertising				(\$6,000.00)
Insurance				(\$8,500.00)
Lease Expense				(\$4,296.00)
<b>Combined Expense</b>				<b>(\$96,344.08)</b>
<b>Projected Profit</b>				<b>\$125,151.92</b>

## 2.14 Advertising Practices to be Utilized

Flying KC will market to the following areas:

- A. Existing Local Pilots looking for additional Ratings
- B. Local individuals seeking to earn their pilots license
- C. Out of Town individuals looking for an accelerated flight training schools

In order to be successful capturing those audiences, Flying KC will market heavily online through traditional advertising sources such as the already developed flyingkc.com website, Google advertising, social media outlets, and more.

Further advertising outside of electronic means will include but not limited to:

- Postcards to local area residents
- Booths at aviation related open houses
- Relationships with the Chamber of Commerce and City Functions
- Signage on the building and flyers in local FBO's advertising our services

## 2.15 Amenities Offered to Attract Customers

The initial state of operation for Flying KC will offer the following amenities:

- High Quality Aircraft for Rental
- Simulator for instruction of new students and currency compliance for existing pilots
- Motivated and passionate instructors differentiating our services from other local flight schools

### 2.16 Future Physical Expansion

Flying KC has future plans to expand our current service offerings as well as grow to provide additional services in the aviation related field. Before expanding in detail on future expansion plans, Flying KC would like to assess the setting and potential opportunities that the Lee's Summit Airport has to offer. In the event a future business growth model looks profitable, we would like to invest in a larger facility either by leasing ground from the airport and building our own facility or leasing additional and more modern facilities from the airport.

## 3.0 Summary and Additional Thoughts

Flying KC was created as a for-profit company, but has more goals in mind than just turning a profit. We realize the difficulties involved in the aviation related field, and fully know what we are getting ourselves into. It is our goal to not just be profitable, but to do so while generating additional interest in aviation and learning to fly. We view Lee's Summit as a unique opportunity to partner with a municipality that sees the importance of marketing the airport and its services to the local community. We also feel there is currently a void for quality flight instruction and aircraft rental in the Kansas City area. We hope to bridge the gap that currently exists and do so in a fun and enthusiastic manner. If our mission proves successful, we hope to continue a mutually beneficial relationship with the City of Lee's Summit, and we look forward to what the future brings.

## Packet Information

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**File #:** TMP-0290, **Version:** 1

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AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE DOUGLAS ROAD OVER I-470, JOB J4S3132, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE DOUGLAS ROAD OVER I-470, JOB J4S3132, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Key Issues:

The Missouri Department of Transportation (MoDOT) will be rehabilitating the bridge(s) along Douglas Road over Interstate 470 and improving sidewalks as part of the bridge(s) rehabilitation project.

This project is scheduled to begin construction in 2017.

The project work will be done in both City and MoDOT rights-of-ways, during which the portions of the City roads impacted by the MoDOT project will temporarily become a part of the state system for the duration of construction, and then will be returned to the City upon completion.

An agreement between the City and MoDOT is necessary for the construction and maintenance of these improvements.

Proposed Committee Motion:

I move to recommend to 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 CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE DOUGLAS ROAD OVER I-470, JOB J4S3132, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Background:

The Douglas Road bridges over I-470 are scheduled for rehabilitation work by MoDOT. Sidewalk improvements are included with the bridge rehabilitation work. Work will start in 2017 and the project will be completed by MoDOT in two phases so that Douglas Road remains open to traffic.

Impact/Analysis:

This is a typical municipal agreement between the City and MoDOT with regard to MoDOT improvements. This agreement will allow MoDOT to work on City right-of-way and take temporary ownership of City right-of-way for the construction of improvements. The City is required to retain its existing interest in City right-of-way upon completion of the project. There is no permanent right of way exchange on this project or exchange of funds.

*..Presenter*

Presenter: Michael Park, City Traffic 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 CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE DOUGLAS ROAD OVER I-470, JOB J4S3132, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation:

BILL NO.

ORDINANCE NO.

---

AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE DOUGLAS ROAD OVER I-470, JOB J4S3132, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Missouri Department of Transportation (MoDOT) will be rehabilitating the bridge(s) along Douglas Road over Interstate 470 and improving sidewalks as part of the bridge(s) rehabilitation project; and,

WHEREAS, this project will begin construction in 2017; and,

WHEREAS, The project work will be done in both City and MoDOT rights-of-ways, during which the portions of the City roads impacted by the MoDOT project will temporarily become a part of the state system for the duration of construction, and then will be returned to the City upon completion; and,

WHEREAS, An agreement between the City and MoDOT is necessary for the construction and maintenance of these improvements.

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 construction and maintenance activities related to the Douglas Road bridge(s) rehabilitation and sidewalk improvements at I-470 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 \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

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

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

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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



CCO Form: DE11  
Approved: 04/93 (CEH)  
Revised: 02/14 (AR)  
Modified:

Municipal Agreement  
Route: Douglas Road (over I-470)  
County: Jackson  
Job No.:J4S3132

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MUNICIPAL AGREEMENT**

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route Douglas Road, Jackson County, Job No. J4S3132 shall consist of bridge improvements on Douglas Road over I-470 in Lee's Summit. Project involves bridge A2117.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at the intersection of Colbern Road, run in a generally southerly direction along the alignment of Douglas Road, to the intersection of NE Missouri Road.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the City, except as otherwise provided in this Agreement, a highway for traffic in the City and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J4S3132 or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made

by the City at its cost.

(E) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with

the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) (A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Upon completion of the public improvement, the City shall inspect and maintain the sidewalks constructed by this project, excluding sidewalks located on the bridge structures, in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own



cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the City and Commission.

(25) COMMISSION REPRESENTATIVE: The Commission's District Engineer for Kansas City is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:  
Dena Mezger  
Director of Public Works  
City of Lee's Summit

220 SE Green St  
Lee's Summit, MO 64063  
(816) 969-1800

- (B) To the Commission:  
Dan Niec  
District Engineer, Kansas City District  
Missouri Department of Transportation  
600 NE Colbern Rd  
Lee's Summit, MO 64086  
(816) 607-2281

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

(30) 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.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) 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.

(33) 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.

*[remainder of page intentionally left blank]*

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

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

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

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

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

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

Ordinance Number \_\_\_\_\_



## Packet Information

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**File #:** TMP-0291, **Version:** 1

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AN ORDINANCE APPROVING A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE BANNISTER ROAD OVER ROUTE 350, JOB J4S3133, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

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 CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE BANNISTER ROAD OVER ROUTE 350, JOB J4S3133, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Key Issues:

The Missouri Department of Transportation (MoDOT) will be rehabilitating the bridge(s) along Bannister Road over Route 350 and improving sidewalks as part of the bridge(s) rehabilitation project.

This project is scheduled to begin construction in 2017. The project will be completed by MoDOT and requires bridge closure.

An agreement between the City of Lee's Summit ("City") and the Missouri Highways and Transportation Commission is necessary for the construction and maintenance of these improvements.

The City roads where impacted by the MoDOT project will temporarily become a part of the state system for the duration of construction then will be returned to the City upon completion.

Proposed Committee Motion:

I move to recommend to 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 CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE BANNISTER ROAD OVER ROUTE 350, JOB J4S3133, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Background:

The Bannister Road bridges over Route 350 are scheduled for rehabilitation work by MoDOT. Sidewalk improvements are included with the bridge rehabilitation work.

Impact/Analysis:

This is a typical municipal agreement between the City and MoDOT with regard to MoDOT improvements. This agreement will allow MoDOT to work on City right-of-way and take temporary ownership of City right-of-way for the construction of improvements. The City is required to retain its existing interest in City right-of-way upon completion of the project. There is no permanent right of way exchange on this project or exchange of funds.

*..Presenter*

Presenter: Michael Park, City Traffic 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 CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE BANNISTER ROAD OVER ROUTE 350, JOB J4S3133, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Committee Recommendation:

BILL NO.

ORDINANCE NO.

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AN ORDINANCE APPROVING A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE BANNISTER ROAD OVER ROUTE 350, JOB J4S3133, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

WHEREAS, the Missouri Department of Transportation (MoDOT) will be rehabilitating the bridge(s) along Bannister Road over Route 350 and improving sidewalks as part of the bridge(s) rehabilitation project; and,

WHEREAS, this project will begin construction in 2017, and the project will be completed by MoDOT and requires bridge closure; and,

WHEREAS, an agreement between the City of Lee's Summit ("City") and the Missouri Highways and Transportation Commission is necessary for the construction and maintenance of these improvements; and,

WHEREAS, The City roads where impacted by the MoDOT project will temporarily become a part of the state system for the duration of construction then will be returned to the City upon completion.

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 construction and maintenance activities related to the Bannister Road bridge(s) rehabilitation and sidewalk improvements at Route 350 within the city limits of Lee's Summit, Missouri, which is attached hereto and incorporated 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 \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

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

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

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Head, City Attorney



CCO Form: DE11  
Approved: 04/93 (CEH)  
Revised: 02/14 (AR)  
Modified:

Municipal Agreement  
Route: Bannister Road (over 350)  
County: Jackson  
Job No.:J4S3133

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MUNICIPAL AGREEMENT**

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route Bannister Road, Jackson County, Job No. J4S3133 shall consist of Bridge improvements on Bannister Road over Rte. 350 in Lee's Summit. Project involves bridge A2445.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at the intersection of NW Blue Parkway, run in a generally westerly direction along the alignment of Bannister Road, to the intersection of NW Prior Road.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement that the Commission shall provide without cost to the City, except as otherwise provided in this Agreement, a highway for traffic in the City and the Commission shall so design and construct the highway to serve operating necessities and requirements of local and through traffic.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J4S3133 or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made

by the City at its cost.

(E) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with

the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) (A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Upon completion of the public improvement, the City shall inspect and maintain the sidewalks constructed by this project, excluding sidewalks located on the bridge structures, in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All



obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City 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 City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the City and Commission.

(25) COMMISSION REPRESENTATIVE: The Commission's District Engineer for Kansas City is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Director of Public Works is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:  
Dena Mezger  
Director of Public Works  
City of Lee's Summit  
220 SE Green St

Lee's Summit, MO 64063  
(816) 969-1800

- (B) To the Commission:  
Dan Niec  
District Engineer, Kansas City District  
Missouri Department of Transportation  
600 NE Colbern Rd  
Lee's Summit, MO 64086  
(816) 607-2281

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

(30) 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.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) 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.

(33) 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.

*[remainder of page intentionally left blank]*

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

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

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

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_

Secretary to the Commission

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_

Commission Counsel

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

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

Ordinance Number \_\_\_\_\_

## Packet Information

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**File #:** TMP-0293, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

Key Issues:

The Mid-America Regional Council (MARC) hired an independent consultant to perform a regional arterial traffic signal coordination system feasibility study, known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, which includes the City of Lee's Summit (City), as well as the other Member Agencies of MARC.

Improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency, including the City.

The City participated in Operation Green Light causing MARC to design, construct and coordinate participating signals for the City.

The City's share of the costs is \$4,800.00 per year.

The agreement is for a two-year term, renewable for one additional two-year term.

This does not obligate the City to future operating and maintenance renewals with OGL.

The City and MARC wish to enter into an Agreement which describes the parties responsibilities in funding the cost of operation of a Regional Traffic Control System, and implementing and operating such a system.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

Background:

Operation Green Light (OGL) is a metropolitan-wide project to standardize and link traffic control systems (e.g. traffic signals) among various municipal, state and county governmental entities in both Missouri and



Kansas (approximately 30 agencies). OGL is responsible for maintenance and optimization of traffic signal timings and traffic signal coordination for those intersections included in the project. The feasibility report prepared for MARC by an independent consultant recommended that traffic signals within the Jurisdictional Boundaries of all of the Member Agencies be coordinated from a single Regional Traffic Management Center. OGL is operated from the traffic control center located in MoDOT's Kansas City District office in Lee's Summit.

Operation Green Light (OGL) began in 1998 as a concept and, over the years, has progressed through technical studies, design, implementation and in to the operations and maintenance phase. The City of Lee's Summit is a participating agency with six (6) signals included in the project. The signals that are part of OGL are located along Douglas Street from Tudor Road to Colbern Road and along Colbern Road at Town Centre Boulevard. OGL is responsible for maintenance and optimization of traffic signal timings and traffic signal coordination for those intersections included in the project.

OGL has completed construction and timing for the intersections located in Lee's Summit as well as over 800 intersections located throughout the region. Continuance of the OGL program is contingent on the approval of this and similar contracts between MARC and over two dozen other local and state agencies. The operating and maintenance costs consider known federal subsidies.

The cost of \$4,800 per year provides operation and maintenance coverage for a period of 1 year. The cost has not increased from the previous two-year term. The amount of local funding obligated by renewal of this contract is included in the approved Public Works operating budget.

Presenter: Michael Park, City Traffic Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MID-AMERICA REGIONAL COUNCIL.

WHEREAS the Mid-America Regional Council (MARC) hired an independent consultant to perform a regional arterial traffic signal coordination system feasibility study, known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, which includes the City of Lee's Summit (City), as well as the other Member Agencies of MARC; and

WHEREAS, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency, including the City; and

WHEREAS, the City participated in Operation Green Light causing MARC to design, construct and coordinate participating signals for the City; and

WHEREAS, the Member Agencies and MARC desire to maintain operation of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and

WHEREAS, the City's share of the costs is \$4,800.00 per year; and

WHEREAS, The agreement is for a two-year term, renewable for one additional two-year term; and

WHEREAS, his does not obligate the City to future operating and maintenance renewals with OGL; and

WHEREAS, the City and MARC wish to enter into an Agreement which describes the parties responsibilities in funding the cost of operation of a Regional Traffic Control System, and implementing and operating such a system.

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

SECTION 1. That the Cooperative Agreement for Funding Operations of Operation Green Light Traffic System by and between the City of Lee's Summit, Missouri, and the Mid-America Regional Council, a copy of which is attached hereto and incorporated herein by reference, 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 \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

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

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

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Head, City Attorney

**COOPERATIVE AGREEMENT  
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT  
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between Mid-America Regional Council ("MARC") and the City of \_\_\_\_\_, Missouri, a Constitutionally Chartered Municipal Corporation, (the "City").

**WHEREAS**, the Mid-America Regional Council performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Gladstone, Independence, Kansas City, Lee's Summit, Liberty, North Kansas City, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

**WHEREAS**, the Strategic Plan 2013-2016 established the vision, mission, objectives and goals of the program; and

**WHEREAS**, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

**WHEREAS**, the Member Agencies and MARC desire to obtain a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and

**WHEREAS**, Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 16 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

**WHEREAS**, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

**NOW, THEREFORE**, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the "Parties") mutually agree as follows:

**Sec. 1. STATUTORY AUTHORITY.** Pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. seq. R.S.Mo the parties enter into this Agreement to operate a Regional Traffic Control System, hereinafter defined, for the

purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center.

**Sec. 2. DEFINITIONS.** As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein, the following words shall have the meanings set forth herein:

*Exhibit 1* – Steering Committee Document

*Exhibit 2* – Scope of Services

*Exhibit 3* – Compensation

*Exhibit 4* – Insurance Requirements

*Exhibit 5* – Ownership Matrix

*Exhibit 6* – Concept of Operations

*Communications Network* – All telecommunication infrastructure between Regional Traffic Management Centers, and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

*Jurisdictional Boundaries* – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

*Jurisdictional Control Center* – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

*Member Agencies* – Agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction and operations of the Regional Traffic Control System.

*Private Firms* – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

*Regional Traffic Control System* - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

*Regional Traffic Management Center* – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".



*Steering Committee* – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction and installation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

*Traffic Signal Controller* – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

### **Sec. 3. RESPONSIBILITIES OF PARTIES.**

(a) MARC. MARC shall perform or cause to be performed the services set forth in Exhibit 2, which is attached hereto and incorporated herein by this reference.

(b) City. In addition to the obligations set forth in this Agreement, City, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", which is attached hereto as Exhibit 6 and incorporated herein by this reference. Furthermore, City shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to, MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

**Sec. 4. SHARE OF COSTS.** Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed Nine Thousand, Six Hundred and 00/100 Dollars (\$9,600.00) representing the City's share of the cost for the maintenance and operation of the Regional Traffic Control System as set forth in Exhibit 3, attached and incorporated herein by this reference. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

**Sec. 5. SHARING INFORMATION.** MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

**Sec. 6. SEVERABILITY.** Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

**Sec. 7. AUTONOMY.** No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

**Sec. 8. EFFECTIVE DATE.** The effective date of this Agreement shall be upon complete execution by the Parties.

**Sec. 9. TERMINATION FOR CONVENIENCE.** Either party to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations incurred pursuant to this Agreement will be honored up to the effective date of termination. An agency that terminates this agreement may no longer be granted access to the Regional Traffic Control System.

**Sec. 10. MERGER.** This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

**Sec. 11. INDEPENDENT CONTRACTOR.** MARC is an independent contractor and is not City's agent. MARC has no authority to take any action or execute any documents on behalf of City.

**Sec. 12. COMPLIANCE WITH LAWS.** MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

**Sec. 13. DEFAULT AND REMEDIES.** If MARC shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

**Sec. 14. WAIVER.** Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 15. MODIFICATION.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and MARC.

**Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 17. AUDIT.** The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever

expires last. The books, documents and records shall be made available for the City's review within fifteen (15) business days after the written request is made.

**Sec. 18. AFFIRMATIVE ACTION.** MARC shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation. MARC shall require any third party firms it contracts with ("Private Firms") to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions the Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Agreement.

**Sec. 19. ASSIGNABILITY OR SUBCONTRACTING.** MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without City's prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

**Sec. 20. CONFLICTS OF INTEREST.** MARC shall require its Private Firms to certify that no officer or employee of City, or no spouse of such officer or employee, has, or will have, a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

**Sec. 21. RULES OF CONSTRUCTION.** The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

**Sec. 22. NOTICE:** Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

City of Lee's Summit  
Attention: Michael Park  
220 SE Green St.  
Lee's Summit, MO 64063

MARC  
Attention: Director of Transportation and Environment  
600 Broadway, Suite 200  
Kansas City, Missouri 64105

**Sec. 23. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within

Jackson County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

**Sec. 24. GENERAL INDEMNIFICATION.**

(a) To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

(b) To the extent allowed by law, City shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by City under this Agreement, caused by the City, its employees, agents, subcontractors, or caused by others for whom the City is liable. Notwithstanding the foregoing, the City is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees

**Sec. 25. INDEMNIFICATION BY PRIVATE FIRMS.** MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

**Sec. 26. INSURANCE.** MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4, which is incorporated herein by this reference; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

**Sec. 27 INITIAL TERM; RENEWAL OF TERM.** The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if City provides written notice to MARC of its intention not to renew within 180 days prior to the expiration of the Term.

**Sec. 28. CITY BUDGETING.** City represents and warrants, to the best of its knowledge and after appropriate consultation, that the terms of this Agreement conform to the requirements of the Missouri Constitution, Article VI, Section 23, 26(a). City further represents and warrants that its chief administrative office, each year during the term of this Agreement, will submit to and advocate for approval by its governing body of a budget that includes amounts sufficient to pay the City's share of the OGL Operating Costs. City also represents and warrants that its governing body, each fiscal year during the term of this Agreement, will fully consider and make all good faith and reasonable efforts to adopt a budget, for each successive fiscal period during the term of this Agreement, that specifically identifies amounts sufficient to permit City to discharge all of its obligations under this Agreement.







## EXHIBIT 1

### OPERATION GREEN LIGHT COMMITTEE

#### Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues arise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of May 2016)

<b>Participating Agency</b> Non-Funding Agency in Bold	<b>Membership</b> <b>(voting)</b>
Belton	1
Bonner Springs	1
Fairway	1
FHWA – MO & KS	Ex Officio
Gladstone	1
Independence	1
Kansas City, MO	1
KCScout	Ex Officio
KDOT	1
Lansing	1
Leavenworth	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1
MARC	1
Merriam	1
Mission	1
Mission Woods	1
MoDOT	1
North Kansas City	1

Olathe	1
Overland Park	1
Prairie Village	1
Raymore	1
Shawnee	1
Unified Government/KCK	1
Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any **six** of the voting members of the Steering Committee, including at least **one** member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

## **EXHIBIT 2**

### **SCOPE OF WORK**

#### **1. Project Management**

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

#### **2. Traffic Signal Timing**

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

### **3. Operations and Maintenance**

#### ***3.1. Computer Software and Databases***

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

#### ***3.2. Computer Network***

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

#### ***3.3. Field Communications System***

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

#### ***3.4. Traffic Signal Controllers***

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

**EXHIBIT 3**  
**COMPENSATION**

- A. The amount the City will pay MARC under this contract will not exceed **Nine Thousand, Six Hundred and 00/100 Dollars (\$9,600.00)**. This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

<b>Table 1</b>			
<b>Operation Green Light Program</b>			
<b>Annual Operations Costs</b>			
Annual Operating Cost per Signal			\$1,600
Total Agency Signals in OGL			6
Total Agency Unsubsidized Annual cost			\$9,600.00
<b>Cost per Year Subsidized</b>			
Year	Federal Percentage	Annual Cost	Local Agency Cost
2017	50%	\$9,600.00	\$4,800.00
2018	50%	\$9,600.00	\$4,800.00
<b>Total</b>			<b>\$9,600.00</b>

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.



## Exhibit 4

### INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory  
Employers Liability  
\$100,000 accident with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Fee Minimum Limits</u>	<u>Professional Liability Minimum</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm’s failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

**EXHIBIT 5**

**Operation Green Light Location / Ownership Matrix**

<b>Component</b>	<b>Location</b>	<b>Purchased By</b>	<b>Owned By</b>	<b>Maintained By</b>	<b>Comments</b>
<b>Software/Firmware</b>					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	
Genetec Video System	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
<b>Computer Hardware</b>					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
<b>Field Hardware</b>					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extention of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
<b>Miscellaneous</b>					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

\* MARC maintained components to be maintained by joint-funded agreement

## **Exhibit 6**

# **OGL Concept of Operations: Roles and Responsibilities**

### **Introduction**

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

### **Signal Timing**

#### **Initial Deployment of Regional Timing Plans**

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
  - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
  - Critical intersections of a corridor
  - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
  - phase sequencing
  - splits
  - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
  - Review the regional timing plans developed
  - Review any software models developed
  - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

### **Providing Maintenance Timing Plans**

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

### **Incident Management**



The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

### **Citizen Complaints**

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

### **Dispute Resolution**

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

### **Emergency Provisions**

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

## **Field Communication Operation and Maintenance**

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.



### **Controller Upgrades and Work inside the Traffic Controller Cabinet**

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

### **Technical Support for OGL Computer Network**

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

### **The Traffic Operations Center**

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.





## Packet Information

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**File #:** TMP-0299, **Version:** 1

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AN ORDINANCE AUTHORIZING EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS US 50 HIGHWAY AND ROUTE 291 INTERCHANGE (SOUTH JUNCTION), JOB J4P3002, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE AUTHORIZING EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS US 50 HIGHWAY AND ROUTE 291 INTERCHANGE (SOUTH JUNCTION), JOB J4P3002, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Key Issues:

- The Missouri Department of Transportation (MoDOT) will be constructing improvements project generally described as US 50 Highway and Route 291 (South Junction) Interchange (Job J4P3002)
- This project will begin construction in 2017
- A temporary construction easement is needed from City-owned property located at the northeast corner of Blue Parkway and Jefferson Street for grading and other construction activities required to complete the interchange improvements project.
- The temporary construction easement would be granted for the sum of \$1.00 (and OVC).

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS US 50 HIGHWAY AND ROUTE 291 INTERCHANGE (SOUTH JUNCTION), JOB J4P3002, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

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**File #:** TMP-0299, **Version:** 1

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Presenter: Michael Park, City Traffic Engineer

Recommendation:

Staff recommends approval of AN ORDINANCE AUTHORIZING EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS US 50 HIGHWAY AND ROUTE 291 INTERCHANGE (SOUTH JUNCTION), JOB J4P3002, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS US 50 HIGHWAY AND ROUTE 291 INTERCHANGE (SOUTH JUNCTION), JOB J4P3002, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Missouri Department of Transportation (MoDOT) will be constructing improvements project generally described as US 50 Highway and Route 291 (South Junction) Interchange (Job J4P3002); and,

WHEREAS, this project will begin construction in 2017; and,

WHEREAS, a temporary construction easement is needed from City-owned property located at the northeast corner of Blue Parkway and Jefferson Street for grading and other construction activities required to complete the interchange improvements project; and,

WHEREAS, the temporary construction easement would be granted for the sum of \$1.00 (and OVC).

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

SECTION 1. That the City Council of the City of Lee's Summit hereby approves and authorizes the execution, by the Mayor, of a temporary construction easement by and between the City of Lee's Summit, Missouri and the Missouri Highways and Transportation Commission for construction activities related to the public improvement project designated as US 50 Highway and Route 291 Interchange (South Junction), Job J4P3002, within the city limits of Lee's Summit, Missouri, which is attached hereto and incorporated by reference as if fully set forth herein.

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 \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

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

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

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

CCO FORM: RW24

Approved: 06/96 (RMH)

Revised: 01/15 (AR)

Modified:

COUNTY: Jackson

ROUTE: 50

PROJECT: J4P3002

PARCEL: 4

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TEMPORARY EASEMENT FOR HIGHWAY PURPOSES**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Lee's Summit**, a municipal corporation, of the County of Jackson, and State of Missouri, 220 SE Green, Lee's Summit, Missouri, 64063, party of the first part (grantor), and the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, 600 NE Colbern Road, Lee's Summit, MO 64086, party of the second part (grantee).

WITNESSETH, that the said party, of the first part, in consideration of the sum of ONE DOLLAR & OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to it paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents remise, release and quitclaim unto said party of the second part, the following described temporary easement in real estate in the County of Jackson, State of Missouri, to wit:

A temporary easement for the purpose of grading, sloping and construction, which includes the grantor's property located in the Northeast Quarter of Section 7 and the Northwest Quarter of Section 8, all in Township 47 North, Range 31 West, Lee's Summit, Jackson County, Missouri, and more particularly described in **Exhibit A-Legal Description**, attached hereto.

Upon completion and acceptance of this project, the easement rights in said temporary easement shall cease and be no longer in effect.

**ACKNOWLEDGMENT BY CITY**

STATE OF MISSOURI            )  
  )  
COUNTY OF JACKSON        )        ss

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_ personally known to me, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ (title) of the City of Lee's Summit and that the foregoing instrument was signed and sealed on behalf of the City of Lee's Summit and that he/she acknowledged said instrument to be the free act and deed of the City of Lee's Summit and that it was executed for the consideration stated therein and no other.

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: \_\_\_\_\_


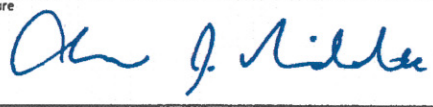



Missouri Highways Transportation Commission

Legal Description

Exhibit A

Tract 4 – City of Lee’s Summit

County Jackson	Route US-50	Project Number J4P2292	Date Prepared 02/05/2016	
Legal description contained on pages			1 of 1	
Professional Land Surveyor				
Print Name Andrew J. Riddle		MO PLS Number 2013000045		
Signature 		Date 2/5/16		
 Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636				Only the following legal descriptions contained in this "EXHIBIT A" are authenticated by this seal:

## EXHIBIT A LEGAL DESCRIPTION

ALL THAT PART OF GRANTOR'S INTERESTS IN THE NORTHEAST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 47 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN JACKSON COUNTY, MISSOURI, HEREINAFTER REFERENCED TO THE FOLLOWING DESCRIBED SOUTHWEST JEFFERSON STREET EXISTING CENTERLINE AND SOUTHEAST BLUE PARKWAY EXISTING CENTERLINE:

SOUTHWEST JEFFERSON STREET EXISTING CENTERLINE, HEREINAFTER REFERRED TO AS (CL1):

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, T47N-R31W OF THE 5TH P.M.; THENCE N 40° 49' 37" E, A DISTANCE OF 1629.80' TO THE POINT OF BEGINNING, SAID POINT BEING AT STATION 25+00.00 OF SAID JEFFERSON STREET EXISTING CENTERLINE; THENCE S 02° 56' 40" E, A DISTANCE OF 645.34' TO A POINT OF CURVATURE AT STATION 31+45.34; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 1432.39', A CENTRAL ANGLE OF 16° 16' 00.9" LEFT, AND A LENGTH OF ARC OF 406.67' TO A POINT OF TANGENCY AT STATION 35+52.01, SAID POINT BEING N 32° 20' 41" W, A DISTANCE OF 289.38' FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 7, T47N-R31W.

SOUTHEAST BLUE PARKWAY EXISTING CENTERLINE, HEREINAFTER REFERRED TO AS (CL2):

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, T47N-R31W OF THE 5TH P.M.; THENCE N 29° 00' 30" W, A DISTANCE OF 371.76' TO THE POINT OF BEGINNING, SAID POINT BEING AT STATION 686+21.00 OF SAID SOUTHEAST BLUE PARKWAY EXISTING CENTERLINE; THENCE S 87° 22' 41" E, A DISTANCE OF 92.33' TO A POINT OF CURVATURE AT STATION 687+13.33; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 477.46', A CENTRAL ANGLE OF 25° 25' 00.0" RIGHT, AND A LENGTH OF ARC OF 211.80' TO A POINT OF TANGENCY AT STATION 689+25.13; THENCE S 61° 57' 41" E, A DISTANCE OF 201.65' TO A POINT OF CURVATURE AT STATION 691+26.78, SAID POINT BEING N 83° 22' 21" W, A DISTANCE OF 2365.43' FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, T47N-R31W.

A TEMPORARY CONSTRUCTION EASEMENT BEGINNING AT A POINT ON SOUTHWEST JEFFERSON STREET EASTERLY BOUNDARY, SAID POINT BEING 85.30' LEFT OF STATION 33+97.37 (CL1) ON GRANTOR'S WEST LINE; THENCE N 13° 00' 22" W, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 44.62' TO A POINT 84.58' LEFT OF STATION 33+49.94 (CL1); THENCE S 37° 52' 55" E, DEPARTING SAID EASTERLY BOUNDARY, A DISTANCE OF 68.85' TO A POINT 114.14' LEFT OF STATION 34+16.77 (CL1), SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF US-50; THENCE N 71° 22' 23" W, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 34.02' TO THE POINT OF BEGINNING, CONTAINING 646.17 SQFT OR 0.01 AC MORE OR LESS

A TEMPORARY CONSTRUCTION EASEMENT BEGINNING AT A POINT ON US-50 NORTHERLY BOUNDARY, SAID POINT BEING 61.34' LEFT OF STATION 688+07.45 (CL2) ON GRANTOR'S SOUTH LINE; THENCE N 71° 22' 23" W, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 20.28' TO A POINT 63.39' LEFT OF STATION 687+89.60 (CL2); THENCE N 28° 05' 09" E, DEPARTING SAID NORTHERLY BOUNDARY, A DISTANCE OF 24.90' TO A POINT 87.32' LEFT OF STATION 687+95.51 (CL2); THENCE S 61° 54' 51" E, A DISTANCE OF 20.00' TO A POINT 82.28' LEFT OF STATION 688+11.95 (CL2); THENCE S 28° 05' 09" W, A DISTANCE OF 21.56' TO THE POINT OF BEGINNING, CONTAINING 464.68 SQFT OR 0.01 AC MORE OR LESS.

A TEMPORARY CONSTRUCTION EASEMENT BEGINNING AT A POINT ON SOUTHWEST JEFFERSON STREET EASTERLY BOUNDARY, SAID POINT BEING 29.90' LEFT OF STATION 29+11.09 (CL1) ON GRANTOR'S WEST LINE; THENCE N 27° 13' 11" W, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 12.16' TO A POINT 24.90' LEFT OF STATION 29+00.00 (CL1); THENCE N 02° 56' 40" W, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 120.44' TO A POINT 24.90' LEFT OF STATION 27+79.56 (CL1); THENCE N 86° 05' 09" E, DEPARTING SAID EASTERLY BOUNDARY, A DISTANCE OF 5.00' TO A POINT 29.90' LEFT OF STATION 27+79.48 (CL1); THENCE S 02° 56' 40" E, A DISTANCE OF 131.61' TO THE POINT OF BEGINNING, CONTAINING 630.03 SQFT OR 0.01 AC MORE OR LESS.

By: Andrew J. Riddle  
Title: Professional Land Surveyor



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Professional Land Surveyor 000059

PROJECT NUMBER  
13183.00

DATE  
02-05-2016

TITLE  
Job #J4P2292 - Jackson County - US-50  
Parcel 04  
Owner: City of Lee's Summit

SHEET NUMBER

1

## Packet Information

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**File #:** 2016-0718, **Version:** 1

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A RESOLUTION ESTABLISHING AN UNIMPROVED ROAD POLICY TO GUIDE THE REVIEW AND DESIGN OF UNIMPROVED AND INTERIM STANDARD ROADS IN THE CITY OF LEE'S SUMMIT.

Issue/Request:

A RESOLUTION ESTABLISHING AN UNIMPROVED ROAD POLICY TO GUIDE THE REVIEW AND DESIGN OF UNIMPROVED AND INTERIM STANDARD ROADS IN THE CITY OF LEE'S SUMMIT.

Key Issues:

- The Unimproved Road Policy was adopted by City Council in 2005
- City initiated capital road improvements and Livable Streets Policy has caused a desired change in standards for development activity that impacts unimproved and interim standard roadways
- Proposed policy changes include paved shoulders in lieu of grass shoulders for interim roadways, higher traffic volume thresholds for interim standard roads, and clarifies that this policy applies only to streets classified as an arterial road

Proposed Committee Motion:

I move to recommend to City Council A RESOLUTION ESTABLISHING AN UNIMPROVED ROAD POLICY TO GUIDE THE REVIEW AND DESIGN OF UNIMPROVED AND INTERIM STANDARD ROADS IN THE CITY OF LEE'S SUMMIT.

Background:

On September 8, 2005, City Council provided direction to staff on the interpretation of adequate infrastructure, in particular how it relates to unimproved roads and proposed developments (Unimproved Road Policy). Unimproved roads were vaguely defined as those arterials and collector roadways in undeveloped or developing portions of the City which are narrow in width. Generally, these roadways are 18-20 feet wide with drainage ditches and no shoulders. Interim standard roads were defined as having at least one travel lane in each direction (typically 12 feet wide) with grass shoulders (typically 6 feet wide). Other conditions were noted in the policy for consideration related to land use (i.e. residential and non-residential), traffic volume thresholds, and mitigations for one-lane road sections.

The City has since adopted a Livable Streets Policy and funded several capital improvement projects supported by the affirmative vote of Lee's Summit citizens to provide paved shoulders in lieu of grass shoulders along many interim standard roads. This includes capital projects like Hook Road, Pryor Road, Strother Road and Jefferson Street. The direction provided to staff and support of residents on these projects and related development improvements has led to a request for policy change and other clarifications. The 2005 policy has been reviewed with proposed amendments and clarifications in consideration of current

design practice, desired community standards, adopted Livable Streets Policy, Council direction received as various developments have been proposed, and a greater vision for Lee's Summit.

There were several important components to consider in the proposed policy: Roadway Capacity, Safety, Community Standards, and Development Impacts. The proposed resolution would update the policy for development on unimproved and interim standard roadways. The proposed changes would amend design standards for interim roads to require paved shoulders in lieu of grass shoulders and sets higher traffic volume thresholds allowed for development on interim standard roadways. Basically, this would allow interim roads to be in service for a longer period of time prior to the application of urban standards based on recent traffic data that shows interim arterial roads in the City can safely and efficiently carry more volume of traffic than allowed under the current policy. A higher traffic volume threshold for interim standard roads would permit continued residential development to occur at locations such as Pryor Road, where the current threshold is near its limit and where the road capacity remains available to support development activity. This new policy also reinforces the limited applicability of interim roads to residential development. All non-residential development requires the construction of urban road standards that include curb, gutter, enclosed storm sewers, sidewalks and other amenities.

The proposed policy was reviewed and supported by the Livable Streets Advisory Board. These proposed criteria and related standards are also reflected in the most recent Thoroughfare Master Plan update.

Impact/Analysis:

[Enter text here]

Presenter: Michael Park, City Traffic Engineer

Recommendation:

Staff recommends approval of A RESOLUTION ESTABLISHING AN UNIMPROVED ROAD POLICY TO GUIDE THE REVIEW AND DESIGN OF UNIMPROVED AND INTERIM STANDARD ROADS IN THE CITY OF LEE'S SUMMIT.

Committee Recommendation: [Enter Committee Recommendation text Here]

## RESOLUTION 16-

---

A RESOLUTION ESTABLISHING AN UNIMPROVED ROAD POLICY TO GUIDE THE REVIEW AND DESIGN OF UNIMPROVED AND INTERIM STANDARD ROADS IN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit adopted a policy, the Unimproved Road Policy, in 2005 that clarified adequate road conditions in support of development activity applicable to unimproved and interim standard roadways; and

WHEREAS, in consideration of adopted Livable Streets Policy, citizen approved capital improvements to unimproved and interim standard roadways, and contextual changes in desired community standards for transportation infrastructure in support of development activity the Unimproved Road Policy has been reviewed; and

WHEREAS, several revisions to the Unimproved Road Policy of 2005 are proposed to benefit public safety for all road users, reduce right-of-way maintenance, provide consistent standards for development and capital improvements, expand development opportunities on interim standard roadways and specify more clearly the defined terms, conditions and standards described within the policy; and

WHEREAS, the Mayor and Council of the City of Lee's Summit now desires to adopt the "Unimproved Road Policy" attached hereto and including any attachments and references thereto and replace the "Unimproved Road Policy" previously established in 2005;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT AS FOLLOWS:

SECTION ONE: That the foregoing recitals are incorporated in and made part of this resolution by reference.

SECTION TWO: The City of Lee's Summit, Missouri adopts the "Unimproved Road Policy", attached hereto and incorporated by reference and as such replaces the previously established "Unimproved Road Policy".

SECTION THREE. This resolution shall be in full force and effect from the date of its passage, adoption, and approval by the Mayor.

PASSED by the City Council for the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

\_\_\_\_\_

**RESOLUTION 16-**

---

City Clerk *Denise R. Chisum*

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

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

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian Head*





# LEE'S SUMMIT MISSOURI

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## Unimproved Road Policy

This policy, adopted by City Council, provides direction for staff to use in consideration of proposed development. The following criteria and design standards are intended to guide development activity impacting roadways constructed to unimproved and/or interim standards. It should be noted, however, that deviations are permitted by the City Engineer at his or her discretion and each development should be judged on its own merit.

### Unimproved Roads:

- Unimproved roads are those roadways which are generally defined as narrow in width (<22 feet of pavement) consistent with a rural character.
- No residential subdivision (preliminary plat or major plat), industrial or commercial developments will be permitted on unimproved roads.
- Residential development processed without a preliminary plat or major plat (i.e. minor plat) may be permitted on unimproved roads so long as two paved travel lanes are provided continuously along the roadway (i.e. more than 20 feet in road width) except where subsequent traffic volume limits have been surpassed. Narrow one-lane sections, culverts and/or bridges that reduce the roadway to one-way traffic will need to be improved to the interim road standard [as described below](#).
- Permitted development may occur until the unimproved roadway reaches approximately 50% of its capacity, or 5,000 vehicles per day, at which time the roadway requires an interim road standard for any development activity.
- The physical condition of the roadway will also be taken into consideration for development impacting unimproved roads, including pavement and drainage issues.

*Examples of unimproved roads include portions of Chipman Road, Sampson Road (south of Scherer Road), Stuart Road.*

### Interim Roads:

- The interim standard is generally defined as a minimum of two 12-foot travel lanes with six-foot paved shoulders. The paved shoulder may have a cross slope that matches the cross slope of adjacent vehicular lanes (but no more than 2%).
- Development may be permitted on roadways improved to the interim standard until the roadway reaches approximately 80% of capacity or 11,000 vehicles per day, a theoretical level of service (LOS) D and capacity based on two-lane rural roadways with limited access consistent with the City's Access Management Code for Arterial roads. The urban standard provides a more mature community context with typical elements of curb,

sidewalk, shared-use path, street lighting, and other commonly planned infrastructure networks and systems.

- Development that is non-residential and adjacent to an interim roadway shall require improvements of the adjacent interim standard road, both sides, to an urban standard.
- Where the capacity limit of the interim road is exceeded the entire length of roadway adjacent to development and extending in both directions of travel to the nearest urban arterial street intersections where development related trips have a projected impact shall be improved to an urban standard having a capacity identified in the Thoroughfare Master Plan.
- Local Streets and Collectors shall be constructed to, or improved to, an urban standard for any development; there should be no interim standard Local or Collector associated with development activity.

*Examples of interim roads include portions of Pryor Road (south of Longview Road), Hook Road, Jefferson Street (south of Scherer Road), Todd George Parkway (north of Colbern Road), and Strother Road*



# CITY OF LEE'S SUMMIT

## PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

### Unimproved Road Policy

On September 8, 2005, City Council provided direction to staff on the interpretation of adequate infrastructure, in particular how it relates to unimproved roads and proposed developments. The following guidelines were developed for staff to use in discussions with the development community. It should be pointed out, however, that these are guidelines only and that each development should be judged on its own merit.

- Unimproved roads are those roadways which are generally defined as narrow in width (18-20 feet), with drainage ditches adjacent to the roadway.
- Residential development may be permitted on unimproved roads so long as two lanes are provided continuously along the roadway. Narrow culverts and/or bridges that reduce the roadway to one-way (16 feet or less in width) will need to be improved to accommodate two-way traffic. Development may occur until the roadway reaches approximately 50% of the capacity, or 5,000 vehicles per day.
- No industrial or commercial developments will be permitted on unimproved roads.
- All development may be permitted on roadways improved to the interim standard until the roadway reaches approximately 80% or capacity, or 8,000 vehicles per day. The interim standard is generally defined as a minimum of two 12-foot lanes with six-foot grass shoulders.
- The physical condition of the roadway will also be taken into consideration with developments on unimproved roads, including pavement conditions and drainage issues.
- Staff will continue to evaluate each project on an individual basis.

Examples of unimproved roads include portions of Chipman Road, Sampson Road, Pryor Road, Hamblen Road, Scherer Road, Ranson Road, Hook Road, Jefferson Street, Stuart Road, and Ward Road.



“An American Public Works Association Accredited Public Works Department”

## Packet Information

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**File #:** 2016-0715, **Version:** 1

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Discussion - Transit

Issue/Request:

Discussion - Transit

Key Issues:

- The Transit Study is an assessment of current conditions, evaluates options for improved service, provides recommendations, and discusses plans to implement recommendations.
- The City Council and Public Works Committee desired continue discussion by the Public Works Committee regarding implementing recommended transit service changes.
- Staff supports transit service changes recommended in the transit study recommending consolidation of KCATA Route 252 and OATS.
- The annual contracts with KCATA are due for renewal January 1, 2017.
- City Staff is requesting the Public Works Committee to direct City Staff to draft the contracts with KCATA that implement recommendations of the study for presentation to Council in December 2016.

Background:

The Transit Study is the basis (or plan) for new, sustained or changed transit services offered in Lee's Summit. A study for Lee's Summit was first done in 2000. Another, the most recent study for Lee's Summit was started in 2007 and completed in 2009. These prior referenced studies and current study are specific to the City of Lee's Summit. Other studies have been done and are underway that address transit in the Kansas City metropolitan area or Jackson County sub-areas. The regional studies can be referenced from the Mid-America Regional Council and Jackson County. Regional transit studies are noted in the local plans. Like other planning documents for infrastructure or service programs (e.g. Thoroughfare Master Plan, Greenway Master Plan), the Transit Study has limited applicability over time before an update is necessary to account for the many changes in demographics, community growth/development, service innovations and alternatives, funding, etc. This Transit Study provides an assessment of existing transit services and ridership demand. Based on the current assessment, the study evaluates options that may be considered to address current and future transit needs and explore opportunities for enhanced service, service alternatives, improved financial program management and/or increased use.

This Transit Study for Lee's Summit was authorized and managed by staff through its agreement with the

Kansas City Area Transportation Authority (KCATA) as the designated administrator of Lee's Summit's Federal Transit Administration Funding and their on-call consultant, Olsson Associates. This study was completed in February 2016, and then presented to the Public Works Committee in August, 2016. Staff was asked to advance the more immediate study recommendations and propose a detailed plan for consideration by City Council to implement. Staff has continued to work with KCATA and OATS to scope a practical and affordable approach for implementing the recommendation of on-demand service consolidation (i.e. OATS and KCATA Route 252).

The study and City Staff recommend consolidation of KCATA Route 252 and OATS. Before staff prepares service contracts that incorporate recommended transit service changes, staff seeks concurrence with City Council on the direction, definition and impact the recommended changes may incur. KCATA transit service contracts are considered annually on the calendar year-end cycle, so end of 2016 is the time to consider contract renewals effective January 1, 2017. City Staff is requesting Public Works Committee to direct City Staff to process contract renewals with KCATA implement the recommendation proposed in the study.

Impact/Analysis:

Timeline:

Other Information/Unique Characteristics:

Presenter: Michael Park, City Traffic Engineer

Recommendation:

# **Lee's Summit Transit Service Assessment**

**Prepared For**

**City of Lee's Summit, Missouri  
and  
Kansas City Area Transportation Authority**

**January 2016**

**Olsson Associates Project No. 013-2967**



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## Table of Contents

<b>Executive Summary</b> .....	1
<b>Introduction</b> .....	5
<b>General Public Transportation Services</b> .....	5
Fixed-Route .....	5
Demand-Response .....	7
<b>Targeted Transportation Services</b> .....	9
Share-a-Fare ADA Service .....	9
Developmental Disability Services of Jackson County (EITAS) .....	9
Jewish Family Services (JET Express) .....	9
Private Elderly Home Services .....	9
Youth Oriented Transportation Options .....	10
<b>Past Studies</b> .....	13
<b>Household Survey Results and Citizen Comments</b> .....	17
<b>Demand-Response Analysis</b> .....	19
Service Descriptions and Ridership .....	19
Service Cost .....	25
Service Efficiency .....	25
Service Performance .....	27
<b>Commuter Transit Analysis</b> .....	29
<b>Current and Future Intra-City Transit Demand</b> .....	39
<b>Potential Transit Service Strategies</b> .....	42
Strategy 1 – Consolidation of Existing Demand-Response Operations .....	42
Strategy 2 – Implement Taxi Voucher Program in Place of Demand-Response .....	43
Strategy 3 – Include Small-Area Fixed-Route with Citywide Demand-Response .....	45
Strategy 4 – Expand Fixed-Route Service Citywide .....	48
Discussion of Strategies .....	51
<b>Recommended Transit Amenity Improvements</b> .....	52
Bus Stop Improvements .....	52
Commercial or business development .....	52
Residential development .....	53
Public Infrastructure .....	53
ADA – Accessibility Guidelines .....	53
Park & Rides .....	55

**Funding**.....56  
**Conclusion** .....57  
**Appendix A: Evaluation of KCATA MetroFlex and OATS in Lee's Summit**..... A-1  
**Appendix B: 2015 City of Lee's Summit Transit Survey**..... A-2

## Executive Summary

The *Lee's Summit Transit Service Assessment*, commissioned by the City of Lee's Summit, Missouri and the Kansas City Area Transportation Authority (KCATA), examines the existing public transportation options available to Lee's Summit residents and how transit can better serve the public's needs of today as well as how it can be improved for future years to come. Other elements include the results of a household survey, analysis of inter-city and intra-city movements, recommended amenity improvements and a funding plan for future transit services.

The existing transit options in and around Lee's Summit consist of two fixed-route services and two demand-response services. Routes 152 and 251 operate in and around the city limits of Lee's Summit, but each route's alignment does not support movement inside the city as much as it connects residents to areas outside of Lee's Summit. As for existing intra-city transit, the demand-response services are offered by KCATA and OATS, Inc. While KCATA operates demand-response bus service to the central area of the city, OATS operates within the entire city of Lee's Summit. Because of the redundancies created by the two demand-response services, a separate analysis evaluated multiple service alternatives. After identifying how each service compared in relation to service efficiency, service performance and service costs, initial analysis suggests that OATS could provide a more cost-effective citywide demand-response service than KCATA. This recommendation is part of the first transit strategy developed in the report.

This study also examined when Lee's Summit commuters travel to work, where they commute and where they live within Lee's Summit. In order to reach areas of the metro where the majority of commuters work, commuters must take the existing commuter route north towards downtown and connect to a departing southbound route towards the Plaza or south Johnson County, Kansas. While this analysis identified where transit connections for Lee's Summit commuters are lacking, further discussions must be made before recommending any future regional connections.

The City of Independence, Missouri was examined as a peer city to Lee's Summit primarily due to its similar size of population and geographical proximity. By using a peer city rider per revenue hour ratio and applying a revenue hour per capita ratio, broad ridership projections were created by comparing similar cities where one city has a transit network and the other has limited transit options. The gap between current internal-transit trips in Lee's Summit and projected internal-transit trips was found to be approximately 154,177 trips. This is based on a fairly basic route structure similar to Independence's that provides relatively low-frequency fixed-route transit service across the city. In addition to the effort of forecasting future transit demand, population forecasts were reviewed to estimate how many additional transit-dependent people could be expected in Lee's Summit's future, and how that would affect the demand for transit. From the current potential demand of 171,289 annual one-way trips, the population growth by 2040 of over 28,000 people increases the projected ridership to 220,871 annual one-way trips within Lee's Summit alone.

Gaps in existing transportation services may be addressed through several different strategies. The strategies are not intended as necessarily incremental in nature, although they could be implemented in progressive steps. Rather, the strategies are intended to provide a snapshot of how various alternatives would address the current gap in transit need. Generally, the

strategies, as described, require additional amounts of investment in programs and capital costs, but would achieve progressively lower costs per rider while expanding the availability of transportation options to additional Lee's Summit residents. Prior to making any recommendations for significant changes to existing service, such as Strategies 2 through 4+, additional analysis of potential services and citywide consensus building should be undertaken.

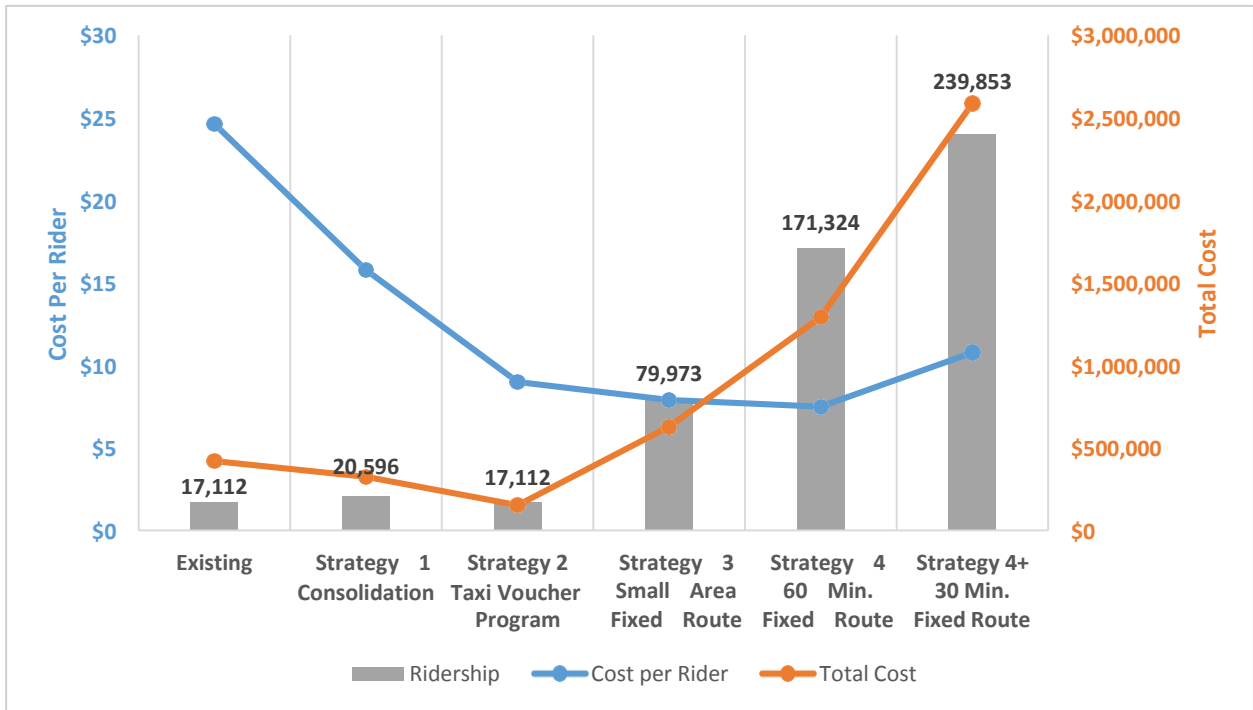
Strategy 1 recommends OATS to operate a consolidated demand-response service and increase that service to also operate on Saturdays. Strategy 2 details a taxi service alternative if the city desires to scale back the commitment to transit. Strategy 3 calls for citywide demand-response with a fixed-route service operating at a one-hour frequency within the highest potential area for transit ridership. Strategy 4 and 4+ replace the demand-response service with a citywide fixed-route service operating at either a 60 or 30-minute frequency. The table and graph below summarize the costs, ridership, and cost per rider of the various strategies.

**Table 1: Summary of Costs and Ridership by Mode and Strategy**

		Existing	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 4+
Demand-Response	Ridership	17,112	20,596	17,112	2,954	-/-	-/-
	Cost	\$420,773	\$325,011	\$154,008	\$51,023	-/-	-/-
Fixed-Route	Ridership	-/-	-/-	-/-	72,973	163,166	228,432
	Cost	-/-	-/-	-/-	\$441,426	\$987,016	\$1,974,031
Complementary Paratransit	Ridership	-/-	-/-	-/-	3,648	8,158	11,422
	Cost	-/-	-/-	-/-	\$136,842	\$296,104	\$592,209
Total	Ridership	17,112	20,596	17,112	79,973	171,324	239,853
	Cost	\$420,773	\$325,011	\$154,008	\$629,292	\$1,292,991	\$2,585,981
	Cost / Rider	\$24.63	\$15.78	\$9.00	\$7.91	\$7.50	\$10.78

*Note: Strategies 1, 3 and 4 assume service operates six days per week.*

Figure 1: Summary of Costs and Ridership by Strategy



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## Introduction

The purpose of this document is to review existing public transportation services in Lee's Summit and examine the opportunities and strategies for providing alternative modes of public transportation and enhancements to meet the current and projected demand. Other elements include the results of a household survey, analysis of inter-city and intra-city movements, recommended amenity improvements and a funding plan for future transit services. Appendix A evaluates existing demand-response services offered in Lee's Summit and an examination of consolidation alternatives for those services. Appendix B is the 2015 City of Lee's Summit Transit Survey Final Report, submitted by the ETC Institute.

This following section details the current general public transportation and targeted transportation services available to residents in Lee's Summit. These services are operated by the KCATA, OATS, Jackson County and other private/volunteer organizations.

## General Public Transportation Services

Services available to the general public in Lee's Summit include two KCATA fixed-routes and demand-response services in the form of a MetroFlex route in the city's core and a citywide service contracted by OATS, Inc.

### Fixed-Route

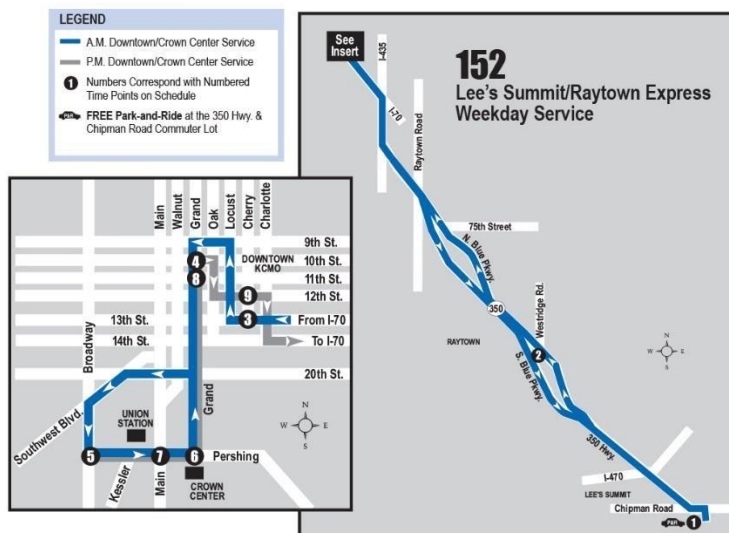
#### KCATA Route 152 – Lee's Summit/Raytown Express

Route 152 transports commuters to multiple high employment areas in downtown Kansas City, Missouri and along the 350 Highway corridor.

Unlike many fixed-routes, Route 152 is considered a commuter route, with a \$3.00 one-way fare. However, most commuter route riders purchase 31-day passes for \$95, which lowers the fare by nearly 30 percent. Route 152 is available Monday through Friday, during the peak traffic periods.

Average daily ridership for this route amounts to around 204 passengers from Lee's Summit. Four northbound trips and one southbound trip operate in the morning. The evening rush hour provides four southbound trips and one northbound trip. The southernmost origin is located at the Park & Ride near 350 Highway and Chipman Road. The route continues along 350 Highway before exiting onto US 71 Highway, en route to downtown. After entering the downtown loop, the bus travels south along Grand Boulevard towards Union Station and Crown Center. The route's complete alignment is shown in Figure 2.

Figure 2: Route 152 Alignment



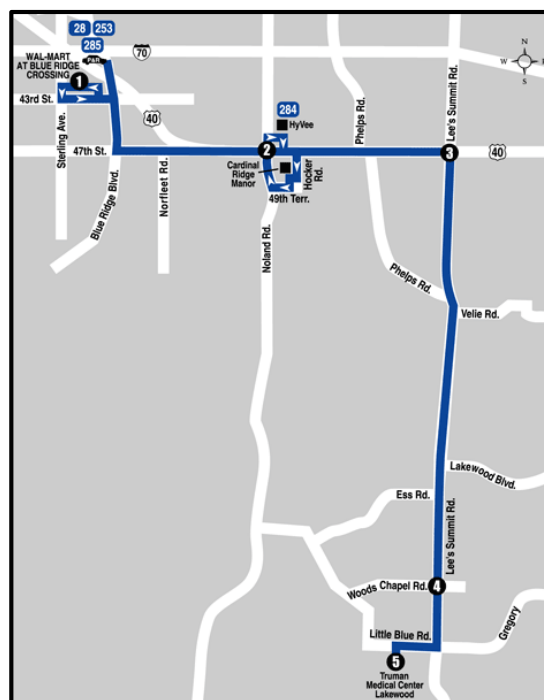


### KCATA Route 251 – TMC Lakewood Connector

Although Route 251's alignment is adjacent to Lee's Summit's city limits, the route operates within Kansas City, Missouri. Thus, the local funding responsibility is with Kansas City and not Lee's Summit. Route 251 offers weekday service between Truman Medical Center at Lakewood and the Blue Ridge Crossing shopping center. Other routes accessible at Blue Ridge Crossing include routes 47, 28 and 31.

- Route 47 connects downtown, the Country Club Plaza, and the Truman Sports Complex operating mostly along 47th Street, Broadway Boulevard and Main Street.
- Route 28 operates mostly along Blue Ridge Boulevard and US 40 Highway through parts of Raytown and Kansas City before terminating downtown.
- Route 31 links Penn Valley Community College on the west end and Blue Ridge Crossing on the east end of the route by travelling mostly along US 40 Highway and 31st Street.

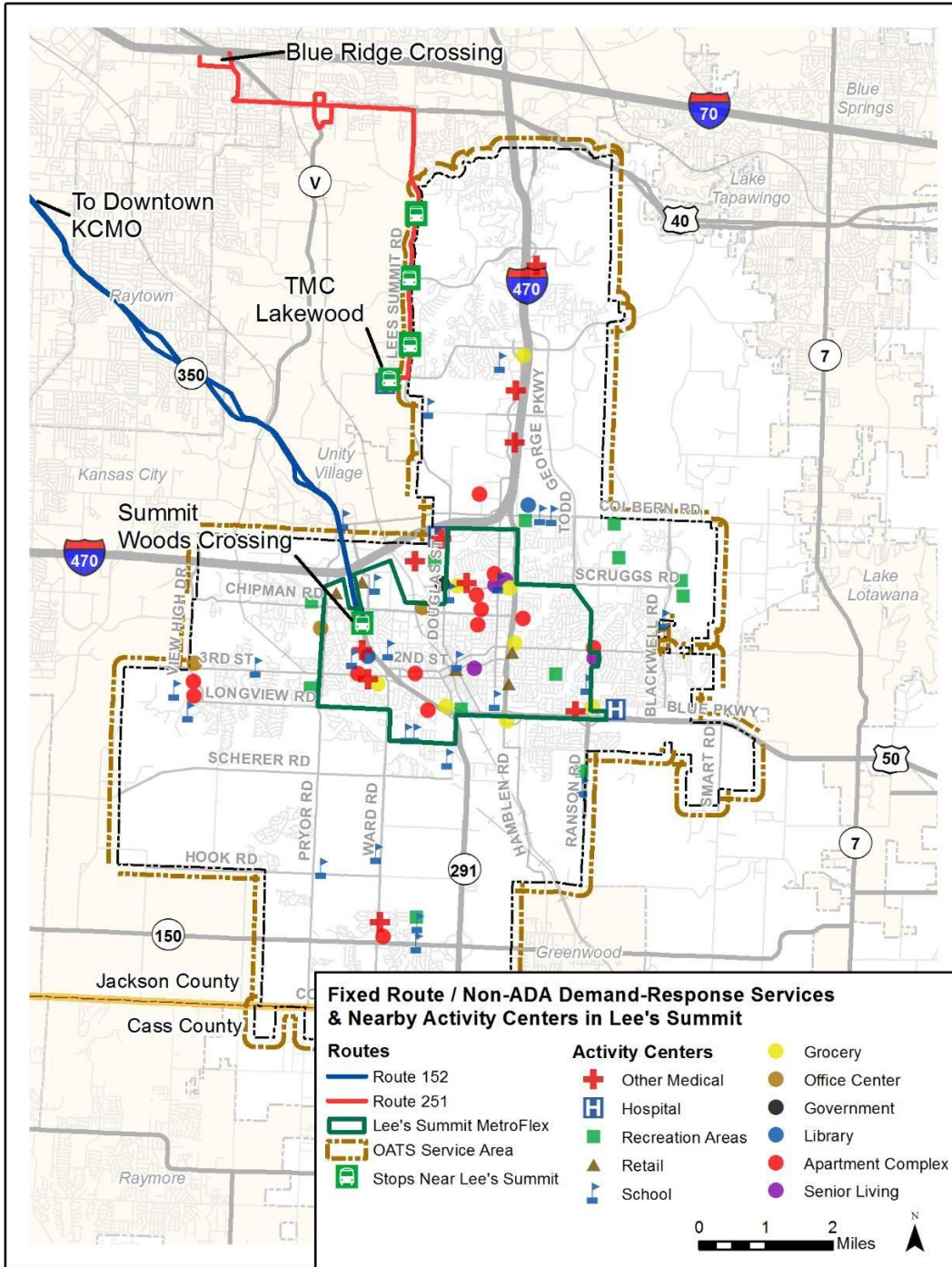
Figure 3: Route 251 Alignment



While Route 251 gives riders the ability to transfer to other routes at Blue Ridge Crossing, as described above, ridership is focused towards accessing the regional resources at both ends of the route and around the Noland Road intersection. Beginning from the southern terminus at Truman Medical Center at Lakewood, Route 251 travels north along Lee's Summit Road before continuing west along US 40 Highway / 47th Street. The northbound route ends its trip along Blue Ridge Boulevard as it makes a final loop around the Blue Ridge Crossing shopping center. The route, shown in Figure 3, averages 26 daily riders as it operates six northbound and southbound trips at an hourly frequency Monday through Friday. Unlike the Lee's Summit/Raytown Express standard fare price of \$3.00, the Truman Medical Center Lakewood Connector charges a one-way regular fare of \$1.50 or a reduced fare of \$0.75 for eligible riders.



Figure 5: General Public Transportation and Activity Centers in Lee's Summit



## Targeted Transportation Services

### Share-a-Fare ADA Service

In addition to the fixed-route services available to Lee's Summit residents, KCATA's Share-a-Fare provides complementary paratransit trips as required by the Americans with Disabilities Act (ADA). Eligibility is based on the rider's inability to use the fixed-route bus system due to a disability. Riders can reserve trips from any origin to any destination within three-quarters of a mile of a KCATA fixed-route bus during the same days and hours of operation as a fixed-route, not including express, commuter, or MetroFlex routes. This guideline explains why the area around Route 251 is included, but the areas around express Route 152 and the MetroFlex are not. Users are also required to recertify their eligibility for the program every three years. As a result of ADA regulations, ADA fares can be twice the fare of a comparable fixed-route bus trip, so one-way fares are \$3 for ADA trips.

### Developmental Disability Services of Jackson County (EITAS)

Under the EITAS (Empowering Individuals Through Advocacy and Support) program, transportation from home to work, other day services and other types of trips within Jackson County are offered to citizens with developmental disabilities. While trips to and from work or other day activities do not require a fare, other demand-response trips cost the rider \$5 per trip. This demand-response service is available weekdays from 6:00 a.m. to 6:00 p.m. and serves nearly 450 users per day, totaling over 230,000 trips annually. Since Lee's Summit is located in Jackson County, city residents living in Jackson County with a developmental disability would be eligible to apply for the service.

### Jewish Family Services (JET Express)

Provided by Jewish Family Services, JET Express is a volunteer driver program offering transportation to people 65 years and older in southern Jackson County, Missouri and Johnson County, Kansas. Availability of service relies mostly on volunteer drivers. Other than the minivan used for the JET Express Plus, operated by Jewish Family Services employees for \$10.00 per one-way trip, each volunteer's personal vehicle is used for JET Express trips. JET Express is available Sunday through Thursday from 8:00 a.m. to 9:00 p.m. and Friday to Saturday from 8:00 a.m. to 10:00 p.m. for \$5.00 per one-way trip. Eligible riders are limited to only two round trips per week, and restricted to no more than 30-miles per round trip. In 2013, annual ridership reached nearly 2,000 with a total user base of 200 participants.

### Private Elderly Home Services

Apart from services like JET Express, there are multiple privately owned and operated senior centers and senior housing entities in Lee's Summit that offer transportation services. While some senior centers offer transportation to qualifying riders in a defined area, others require membership to be eligible. There are senior centers in Lee's Summit that would benefit from improved transportation connections, including John Knox Village, Home Instead Senior Care, Comfort Keepers, Benton House and Senior Helpers. Figure 6 shows the senior facilities located in Lee's Summit.

## Youth Oriented Transportation Options

With the exception of bus transportation to school, there are no alternative transit options directly targeted to Lee's Summit residents under 18 years old. All the previously mentioned general public transportation options are available to youth riders. While there are no special fares for OATS riders, eligible riders of the MetroFlex can submit an application for a Youth Reduced Farecard. This allows riders, age 12 to 18-years old, to use the service for only 75 cents, or half the normal fare. Although transit options are cheaper for youth riders, their schedules may not always coincide with what services are available. Because school is in session till at least the late afternoon period, youth riders are limited to using transit only after school and on weekends. While neither service offers evening or weekend service, youth riders may use the MetroFlex up until 5:30 p.m. and OATS until 6:30 p.m.

According to the U.S. Census, 8 percent of families with children in Lee's Summit lived below the poverty level in 2013. For these families in particular, transporting children to activities in the community can be difficult when access to a personal vehicle is limited. Figure 7 shows where existing intra-city transit options are in relation to areas with an above average rate of low-income children and where the youth related activity centers are found in Lee's Summit. Future transportation efforts could better connect these identified families with the broad range of youth activities and youth jobs available in the city. Potential strategies for improving these intra-city connections may not only include improved transit options, but also ways of connecting the bicycle and pedestrian network with those same transit options.



Figure 6: Senior Facilities in Lee's Summit

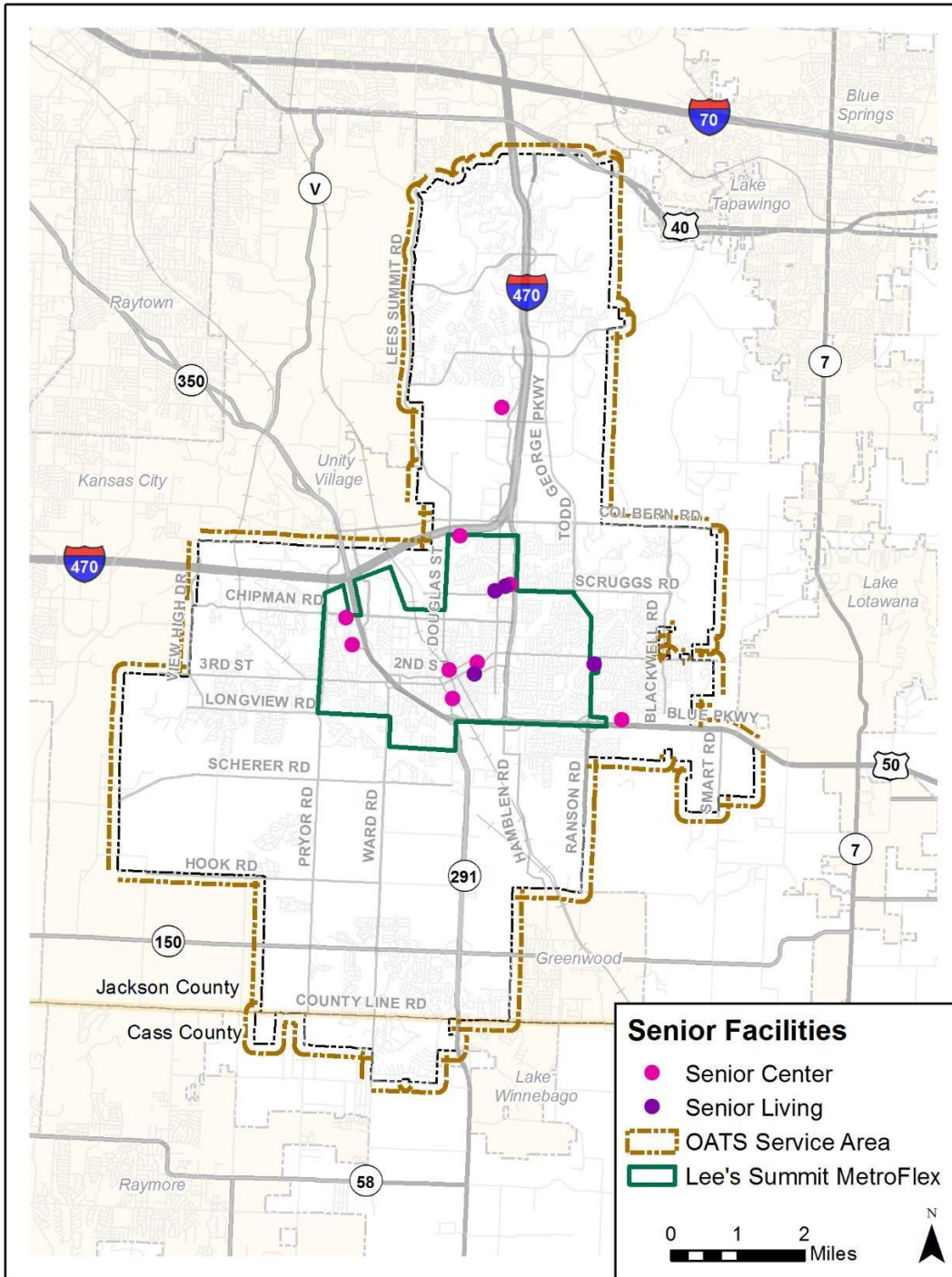
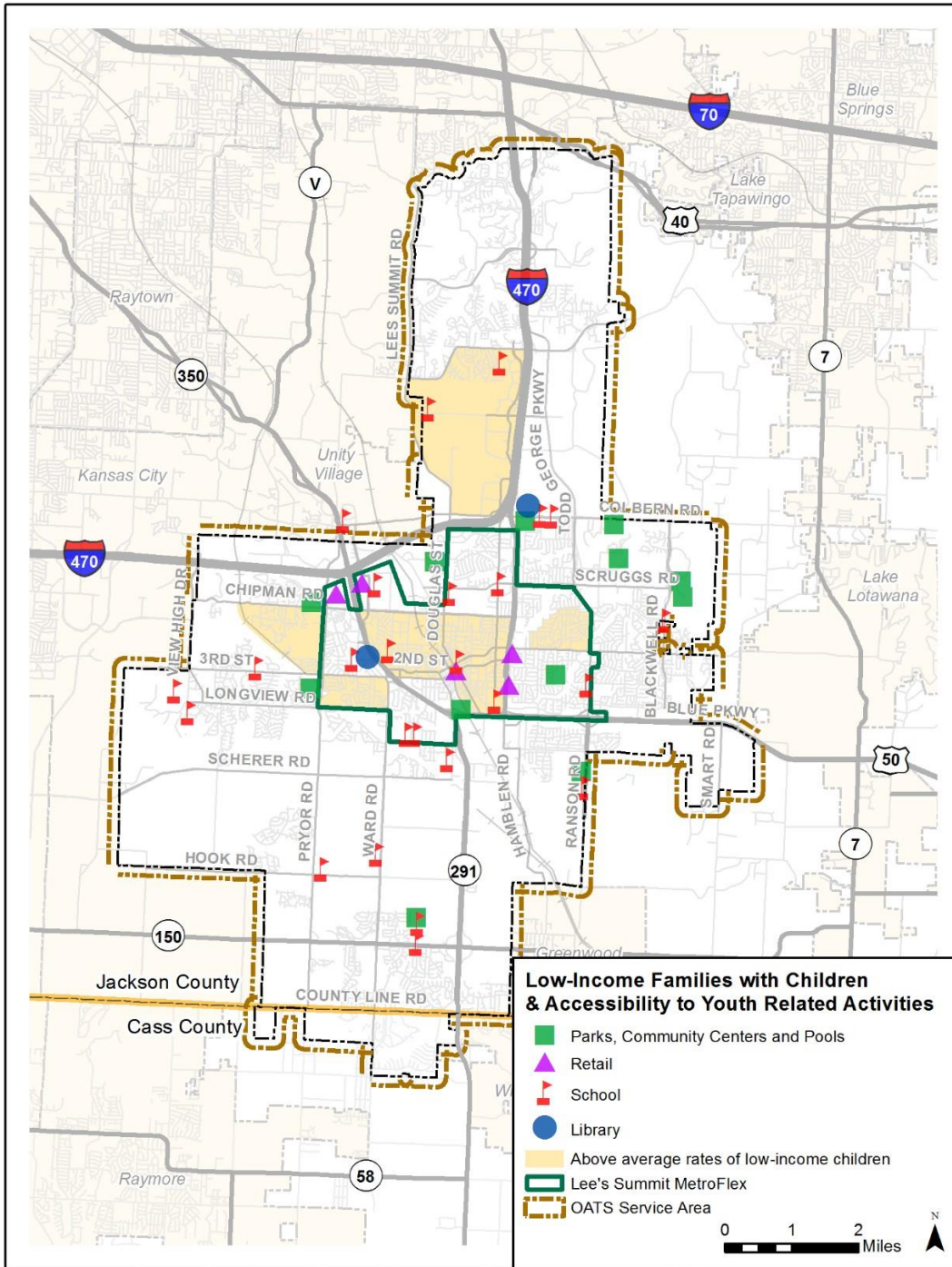


Figure 7: Low-Income Families with Children & Accessibility to Youth Related Activities



Source: U.S. Census Bureau, American Community Survey ACS 2009 - 2013 Five Year Estimates.  
 Notes: 8% of families in Lee's Summit live below the poverty level and have related children.



## Past Studies

### *RideKC Coordination of ADA Paratransit and other Demand Responsive Services (2015)*

This study examined strategies for coordination of ADA paratransit services and other demand-responsive services in the Kansas City region. With the help of stakeholders from the Mobility Advisory Committee including transportation providers, underserved populations, philanthropic organizations, and local government authorities, the study team proposed coordination plans that were developed for three priorities:

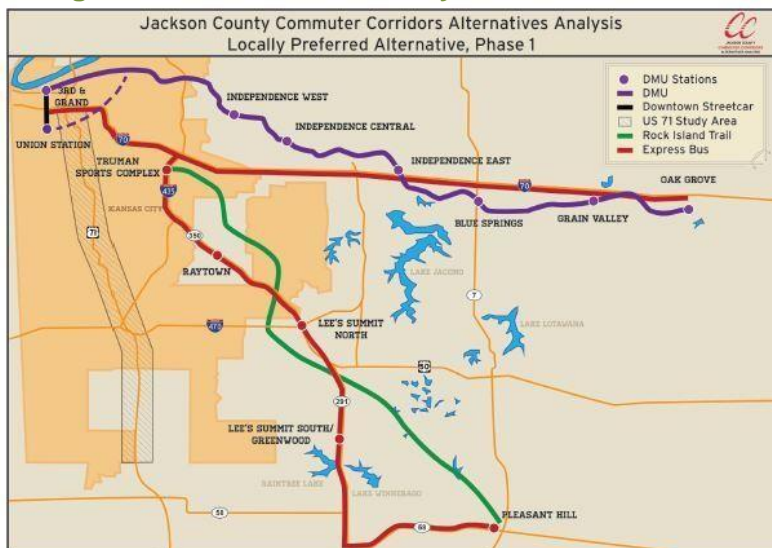
1. **Coordination of ADA Paratransit Services** between KCATA, City of Independence, Unified Government Transit, Johnson County Transit and the formation of a regional call and control center.
2. **Regional Eligibility** for all major transit providers by using a common eligibility application and implementing tools like a regional identification fare card.
3. **Expanded Information and Referral Services** with upgrades to Link for Care, a one-click service affiliated with K.U. Medical Center, and integration with a similar style service called Care Connection. Additional marketing and outreach efforts were recommended, including the establishment of a transportation resource center.

These priorities are intended to be ongoing and could all be fully implemented by 2017. While the coordination efforts of the major transit agencies will greatly benefit their riders, the expansion of information and referral services will most affect Lee's Summit residents by providing a more coordinated experience when accessing information about different transit options.

### *Jackson County Commuter Corridors Alternatives Analysis (2013)*

The purpose of the alternatives analysis was to help refine and determine implementation strategies for two of the corridors identified in the Smart Moves Conceptual Map. Through this study, Jackson County wanted to improve their transit system performance and usage, thereby addressing the identified transportation needs in two study corridors and decreasing problems caused by congestion. The two corridors referenced are the I-70 Corridor, beginning in Kansas City and extending eastward on I-70, and the Rock Island Corridor, which starts in Kansas City and extends southeast along Highway 350 towards Lee's Summit, seen in Figure 8. Improvements on the Rock Island Corridor could have major impacts on congestion, commute time, and the overall

**Figure 8: Phase One - Locally Preferred Alternative**

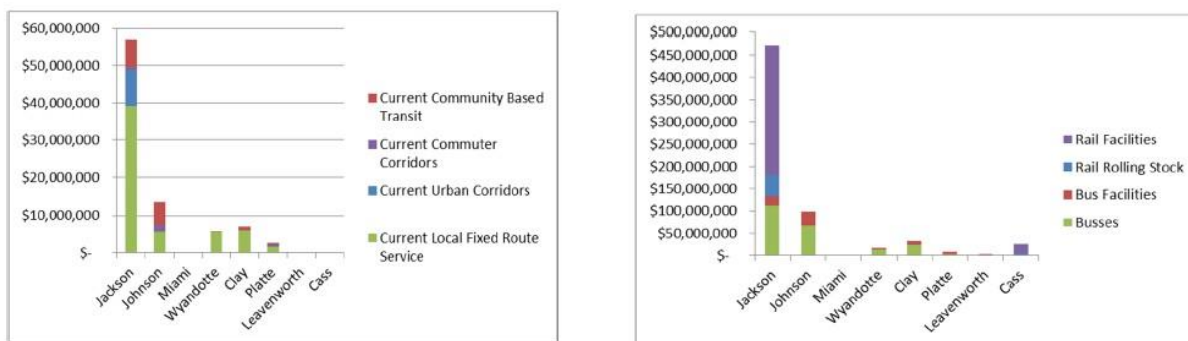




*Smart Moves Regional Transit Implementation Plan Phase III: Urban Corridors/Commuter Rail Integration (2011)*

This study integrated the findings from phase I and phase II studies, identified redundancies in service strategies between the corridors and created strategic connections from the urban corridors to the commuter corridors. Through the use of BRT, rail based services, and standard bus routes, integration of the corridors would serve a large portion of the Kansas City Metro Area. An important component of a regional transit plan is creating connections between both the multiple corridors and the different transit modes and fostering the distribution of passengers between those different modes. Figure 10 illustrates the scale of investment needed for each alternative and how the responsibility of funding could be shared among the Kansas City area counties.

**Figure 10: Cost & Funding Estimates**



*U.S. 71 Corridor Transit Study (2013)*

This study identified a preferred transit alternative showing where and how transit could be developed to meet current and future needs along the U.S. 71 Corridor in Jackson County, Missouri.

*Lee's Summit Transit Demand Assessment (2009)*

The Lee's Summit Transit Demand Assessment concluded a significant number of Lee's Summit households have at least one resident needing access to alternative transportation modes. This translates into as many as 5,000 residents. Expanding the MetroFlex service area was regarded by stakeholders as a high priority, as well as consolidating similar services to increase the convenience for riders.

Final recommendations from the demand assessment included increasing capacity of Route 152 due to increasing demand, increased parking capacity at commuter passenger facilities, proposing further evaluation of intra-community transit connections as well as reverse commutes coming from Kansas City.

The four main modifications to transit recommended in this plan included: expanding the service schedule for OATS service, the addition of one morning and one afternoon trip to Route 152, increasing fares on Route 152, expanding the MetroFlex area to include St. Luke's East

Hospital and Lee's Summit Medical Center, and the commercial area along Highway 291, north of Chipman Road. All of these recommendations have since been put into action.

Through surveys and public engagement, results showed people would drive three to five miles to a Park & Ride lot if it is in the general direction of the destination, but would only drive one mile to a Park & Ride lot that is not in their general direction. This information supported the effort to expand the existing lot at Chipman Road.

Several options were considered to improve the MetroFlex service as well. Option One allowed trips to and from Lee's Summit Medical Center without expanding the service area. Option Two expanded the service hours to serve employment-related trips both within Lee's Summit and between Lee's Summit and Kansas City. Option Three expanded the Metro Flex service area to include the entire city, but requires an additional vehicle. Option Four expanded the hours and service area. The costs for each option are displayed in the table below.

**Table 2: Financial Summary (Lee's Summit Transit Demand Assessment 2009)**

	Current	Option 1	Option 2	Option 3	Option 4
Annual Cost	\$107,000	\$107,000	\$235,000	\$235,000	\$353,000
Passenger Revenue	<u>\$3,500</u>	<u>\$3,500</u>	<u>\$9,100</u>	<u>\$7,000</u>	<u>\$12,400</u>
Required Subsidy	\$103,500	\$103,500	\$225,900	\$228,000	\$340,600
Federal and State Funding	\$79,000	\$79,000	\$172,000	\$174,000	\$258,000
City Funding	\$24,500	\$24,500	\$53,900	\$54,000	\$82,600
Average Cost per Trip	\$15.59	\$15.59	\$15.65	\$17.22	\$17.22

Notes: Costs are from FY 2008 KCATA budget.  
Federal funding is estimated based on the current use and distribution of federal funds.

### Lee's Summit Strategic Plan (2009)

In the citizen-driven Lee's Summit Strategic Plan (LS360), three goals were laid out to help achieve the vision outlined in the plan. Their third goal is outlined below, identifying the needs for future public transportation.

"Provide the citizens of Lee's Summit a safe, cost-effective, accessible, environmentally responsible regional mass transit system that connects people to work, educational institutions, medical institutions, and entertainment destinations within Lee's Summit and with connections to other transit routes within the Kansas City metropolitan areas."

This goal is to be accomplished as it's deemed feasible and fiscally sustainable for the city. The strategies below explain opportunities to achieving a more regionalized transit system.

Strategy 1: Expand access for Lee's Summit citizens to a local bus system either through expansion of the KCATA system and/or independently develop a fully interconnected Lee's Summit system. This strategy is a three-year concept, based on the fact that the city is currently reviewing an internal proposal to expand KCATA MetroFlex Route 252.

Strategy 2: Determine the fiscal impact and commitment required to develop a commuter rail system linking Lee's Summit to Kansas City and appropriate points in between and implement a system upon recommendation of approved study. This is a major regional concept for Lee's



Summit to consider in conjunction with surrounding communities for long-range implementation following positive results of a feasibility study.

Strategy 3: Determine the fiscal impact, commitment required and community-wide support to join efforts to develop a light rail system within the major metropolitan area while extending to Lee's Summit and connecting with the surrounding area. Upon recommendation of approved study, implementation will be pursued. This is a major regional concept for Lee's Summit to consider in conjunction with surrounding communities for long-range implementation following positive results of a feasibility study.

The strategic plan states that because of the population growth that is expected in Lee's Summit in the area southwest of Route 50 and I-470 and the eastern portion of the city, existing transit options could quickly become insufficient.

## Household Survey Results and Citizen Comments

A household survey, conducted by ETC Institute in September 2015, asked Lee's Summit residents about their opinions and expectations of transit service in the city and their modes of transportation. The survey was administered by phone to a random sample of 400 households within the City of Lee's Summit; giving the survey a precision of at least +/- 5 percent at the 95 percent level of confidence.<sup>1</sup> The 2015 survey was similar to a survey conducted in Lee's Summit in both 2000 and 2008. The final report containing all findings from the survey can be found in Appendix B.

The major findings from the 2015 survey are:

- Nearly three-fourths (74 percent) of households indicate they are "very willing" or "somewhat willing" to ride a bus as a mode of transportation.
- 60 percent of households indicate they would use public transportation in Lee's Summit for non-work related trips including for shopping, doctor visits, etc.
- 36 percent of those surveyed said their one-way commute to work, school or other most frequent destination is longer than 20 minutes.
- More than half (54 percent) of households indicate they are willing to walk or ride a bike five to ten minutes to use a fixed-route bus system within Lee's summit
- 63 percent of households said they would be "very likely" or "somewhat likely" to drive or carpool to a Park & Ride location and use an express bus to get to their final destination.
- 21 percent of respondents indicate they walk to and from work, school, shopping, or for recreation on a daily basis.

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<sup>1</sup> 2015 City of Lee's Summit Transit Survey Final Report, ETC Institute, September 2015.

The results of the 2015 survey were compared to the 2008 survey.

- When asked how higher gas prices have affected their household's interest in using public transit over the past two years, 28 percent indicated they were "much more" or "somewhat more" interested in 2015. According to the 2008 survey, more than two thirds of the respondents, answered the same way.
- 52 percent of respondents in 2008 supported an increase in city taxes for transit, compared to 43 percent in 2015.
- When respondents were asked if they knew that public transportation services are currently available in the City of Lee's Summit, 63 percent said yes in 2008. That rate dropped to 56 percent in 2015.
- There was an increase from 10 percent of households in 2008 to over 14 percent in 2015 indicating at least one member of their household (age 16 or older) being dependent on public transportation or rides from friends or relatives because they did not have a car or did not drive.

In the seven years since the April 2008 survey was distributed, the impacts of the great recession have been felt at both a national and local scale. Now that gasoline is closer to \$2 per gallon than the \$4 in 2008, driving a personal automobile has become more affordable, thus, impacting the attractiveness of using transit. Survey respondents' awareness of existing transit services in Lee's Summit also fell in 2015 as compared to 2008. With that being said, there is not only a clear majority of respondents willing to use public transportation, but also a growing number of people dependent on someone else for transportation, whether that is provided by a bus, a friend or a family member. Considering the level of interest and need for transit, as well as the willingness to walk or bike to future fixed-routes, an increased effort to publicize existing services and efficiently expand transportation options could address some of the mobility needs expressed by Lee's Summit residents in this survey.

Separate from the surveys, the city has also collected comments received from residents over the past few years about transit service in the city. The following themes were mentioned in comments by multiple residents.

- Advertise more for the existing transit services. Many survey respondents expressed a lack of knowledge of the available transit services in Lee's Summit.
- Desired improvements to existing services included expanding hours of operation to evenings and days of service to weekends.
- Needed infrastructure investments for transit riders, bicyclists and pedestrians were often identified. Suggested amenities included bus shelters and signage, bike lanes and trails, and improving the sidewalk network for pedestrians.
- The ability of the transit-dependent population to access transit services should be addressed first, before going forward with any significant transit investment.

- New transit connections should be made to areas within the city limits, as well as outside Lee's Summit, such as downtown Kansas City, Missouri and other cities in the metro, and activity centers including Kansas City International Airport and Truman Sports Complex. An emphasis on rail-based transit connections was made for both intra-city and inter-city movement.

## Demand-Response Analysis

### Service Descriptions and Ridership

The City of Lee's Summit currently contracts with both the KCATA and OATS for demand-response transit services. While each contractor provides a similar type of transit service, each service has slight differences. Table 3 describes the operating characteristics of both services.

**Table 3: KCATA & OATS Operations Comparison**

	KCATA (MetroFlex)	OATS (Lee's Summit)
<b>Days of Service</b>	Weekdays	Weekdays
<b>Service Span</b>	8:00 a.m. - 5:30 p.m. (9.5 hours)	7:00 a.m. – 6:30 p.m. (11.5 hours)
<b>Service Area</b>	Central area of Lee's Summit	Within Lee's Summit city limits
<b>Peak Vehicles</b>	2	3*
<b>Wheelchair User Rate</b>	Not Available	8%
<b>Daily Platform Hours</b>	17.7	22.0
<b>Average Daily Ridership</b>	34	33
<b>Annual Ridership</b>	8,670	8,415
<b>Advanced Reservation</b>	24 hours	24 hours
<b>Fare</b>	\$1.50	\$2.00
<b>Reduced Fare</b>	\$0.75	n/a
<b>Driver Assistance</b>	Curb-to-curb	Door-to-door
<b>On-time window</b>	10 minutes	Driver communicates with passenger day before trip
<b>Vehicle wait time</b>	5 minutes	5 minutes
<b>Package limits</b>	6	No bulk items
<b>Late cancel policy</b>	As soon as possible	As soon as possible, rider contacts driver

Note: (\*) OATS can assign additional vehicles to serve Lee's Summit when needed.

The main differences between the two transit services are the eligible service areas, availability of additional vehicles and the assistance provided by drivers. OATS provides transportation for riders anywhere within the city limits of Lee's Summit while KCATA's MetroFlex only travels within the central region of the city. The MetroFlex service area can generally be described as bounded by Pryor Road and Todd George Parkway on the east and west, and I-470 and US-50 on the north and south. The southern boundary extends to portions of Persels Road and Longview Road. OATS also offers greater assistance to riders by designating their service as



door-to-door, while the MetroFlex offers curb-to-curb style service. This distinction is relevant for those with disabilities and elderly persons. Finally, OATS has the ability to add capacity by assigning additional vehicles during times of peak demand, whereas, the MetroFlex is limited to only two vehicles at any given time. This ability to meet capacity is a function of contract terms; OATS charges Lee's Summit by the rider, whereas Lee's Summit's contract with the KCATA is determined by hours of service. KCATA and OATS both utilize vehicles with similar passenger capacity.

The figures on the following pages were used to demonstrate the availability of OATS versus the MetroFlex and how Lee's Summit residents can be best served. Figure 11 shows 2013 population density within Lee's Summit. Examining the population shed within and outside the MetroFlex service area plays an important role in analyzing whether the transit options are serving the population in the most effective and efficient manner. The MetroFlex route is available to 31.5 percent of the city's total population, based on its service area. The OATS service is offered to anyone within the city limits, whereas the MetroFlex is only available within the area symbolized by the green boundary. The areas where transit is accessible only by OATS services include sections of the city north of Colbern Road, south of Scherer Road and east of Todd George Parkway.

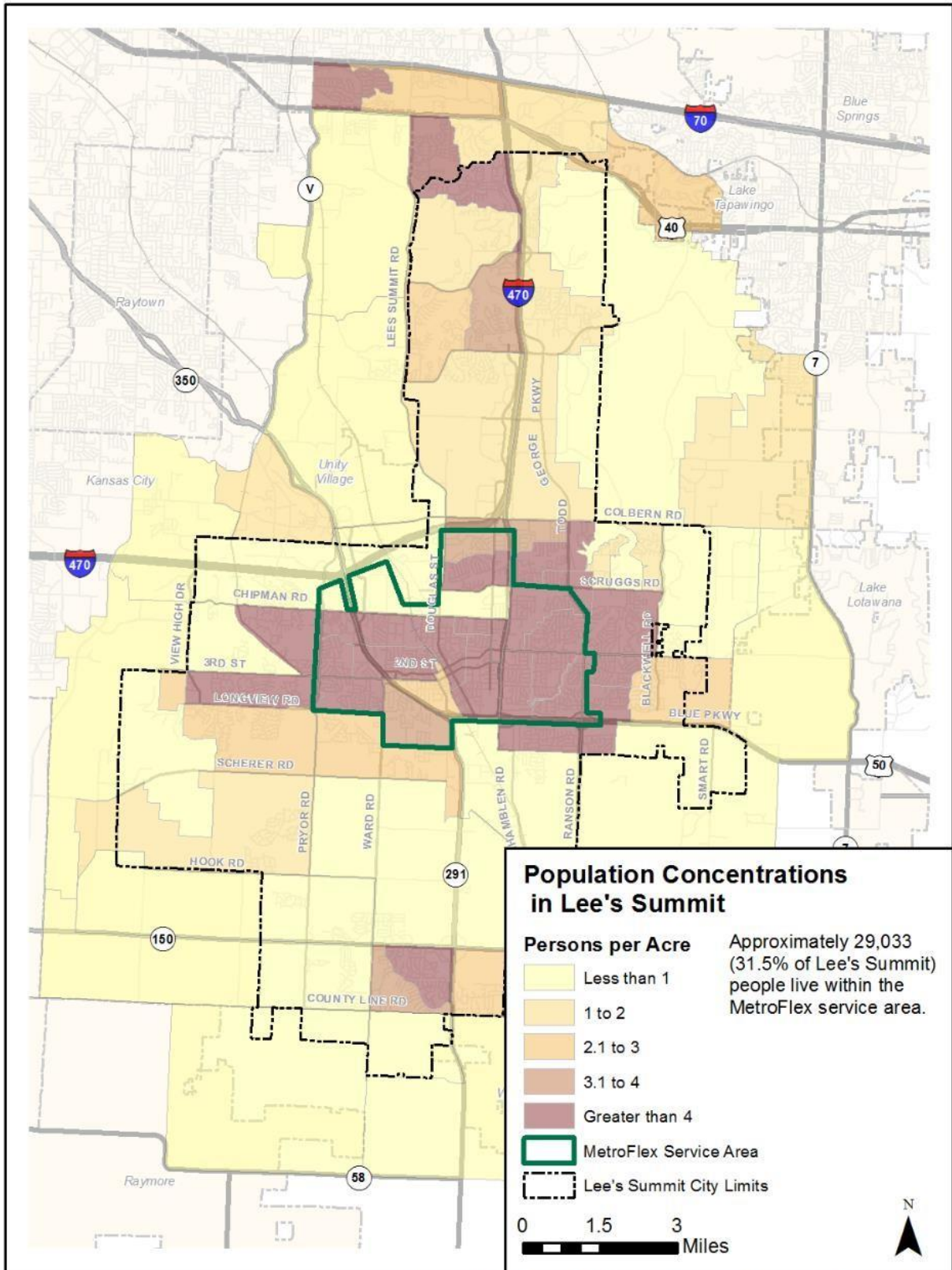
Figure 12 displays the job concentrations in Lee's Summit (2011) and local transit's ability to serve those places of employment. 55 percent of the jobs in Lee's Summit are located in the MetroFlex service area. The jobs outside the MetroFlex area would be accessible using only the OATS service.

During the month of April 2015, a total of 764 one-way trips were provided by OATS. OATS passenger trip origins were mapped in Figure 13. Considering a majority of origins occurred in the MetroFlex service area, there is a noticeable overlap of services provided. While there are some popular origins outside of the MetroFlex service area, 64 percent are within the MetroFlex boundary. These trips, however, do not necessarily end within the MetroFlex boundary.

Further analysis of the origin residence locations identified 104 addresses (users) during the month of April. Of the 104 residential addresses, 30 originated from multi-family residential addresses, accounting for 75 of the 406 recorded residential origin trips. While only nine users took more than ten trips during the entire month of April, the remaining users included 45 percent taking one trip and 44 percent taking anywhere between two and nine trips in April 2015.

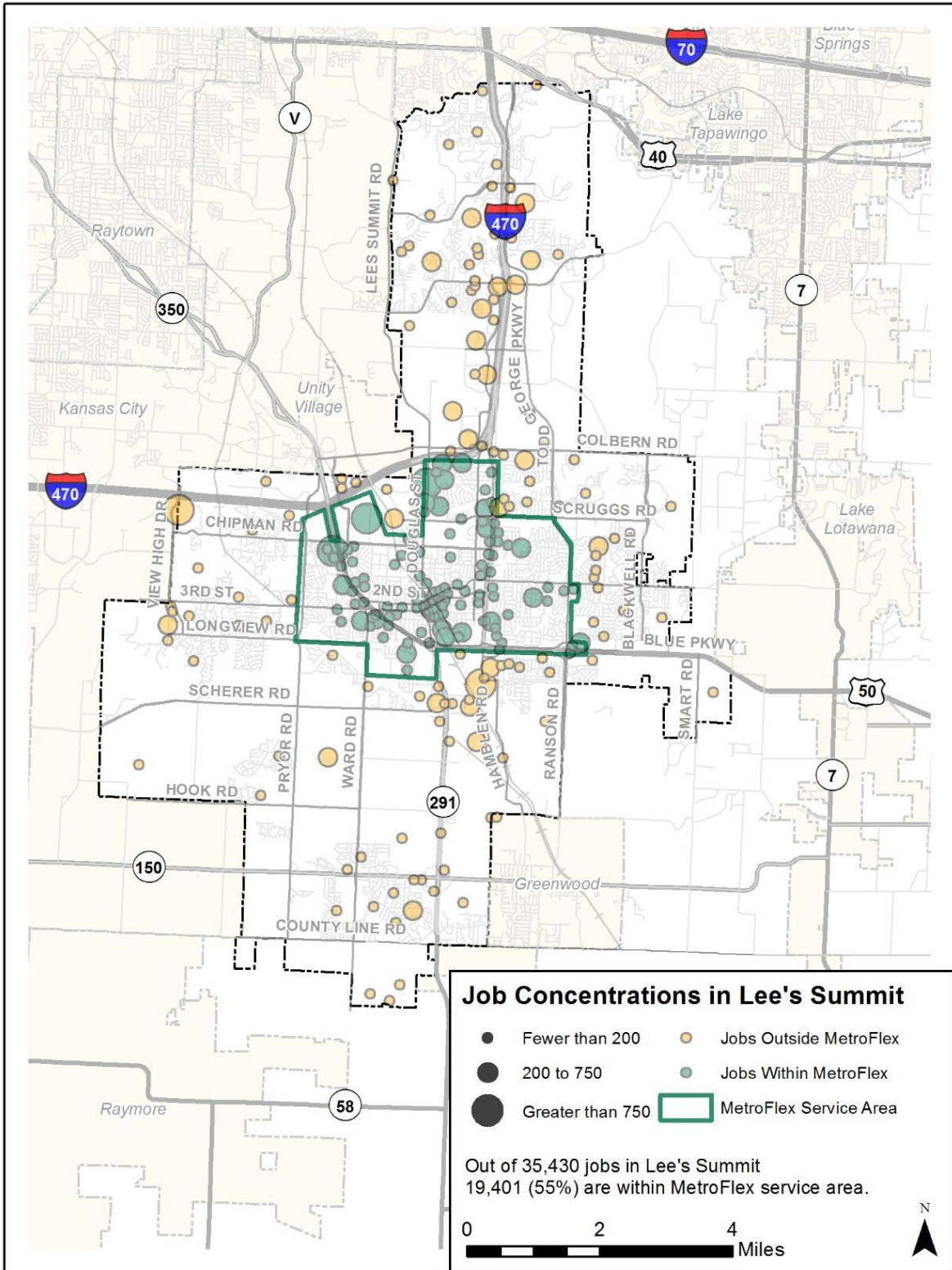
Figure 14 displays the OATS passenger destinations from April 2015. Of the total trips made in that month, 70 percent of the OATS destinations were also located within the MetroFlex service area. These destination findings show an even larger rate of trips located within the MetroFlex service area than the origin locations previously displayed in Figure 13. When considering both these maps together, there is a clear majority of productions and attractions located in the central part of the city, currently serviced by both the MetroFlex service and the OATS service. This demonstrates the appeal and benefit of city residents having access to one transportation provider that would meet their citywide transportation needs.

Figure 11: Access to Transit



Source: U.S. Census Bureau, ACS 2009 - 2013 5-year data.

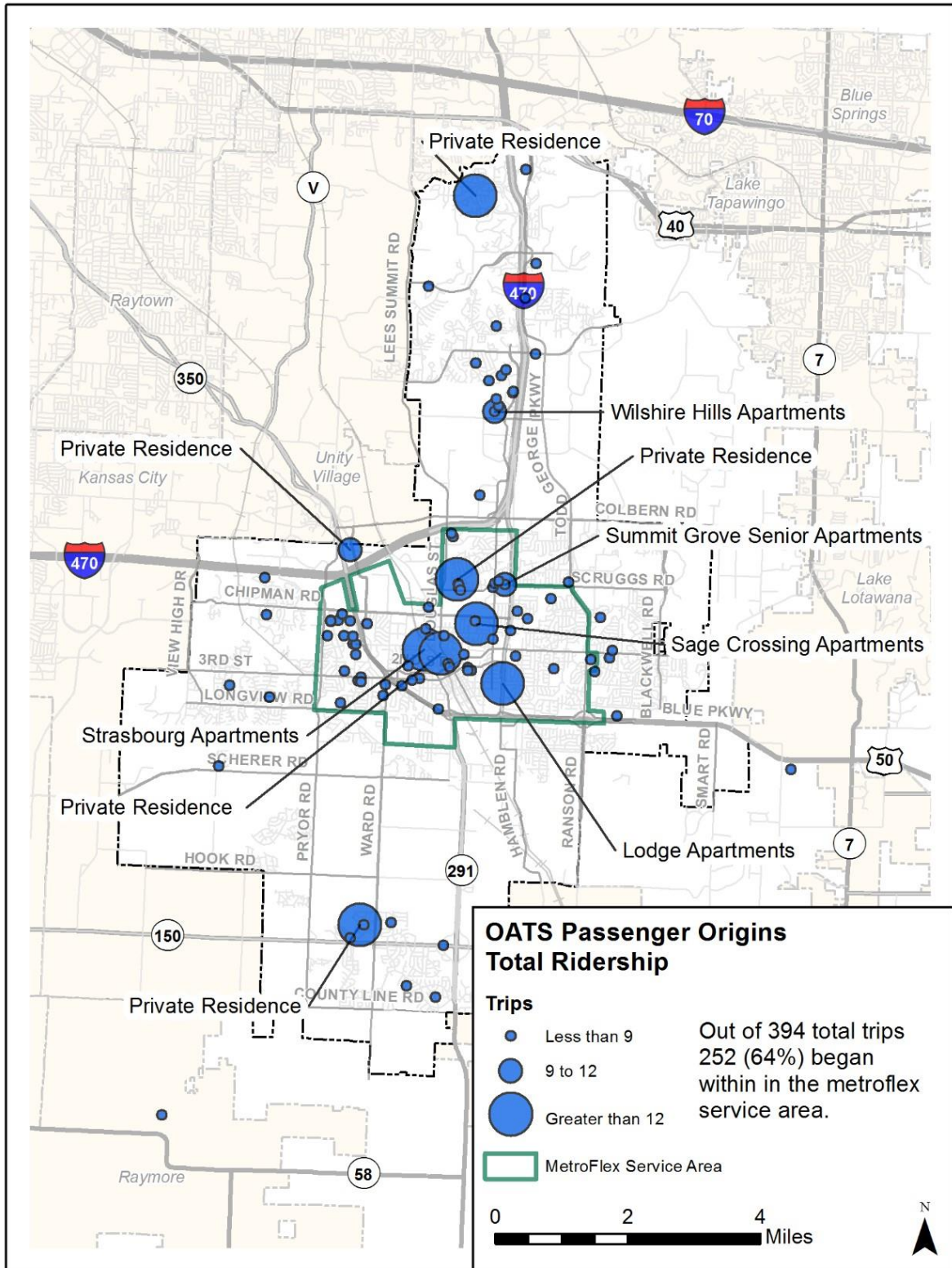
Figure 12: Job Concentrations in Lee's Summit



Source: 2011 LEHD Employment Data  
Note: Points represent multiple employers (10 or more employees) in a given census block.

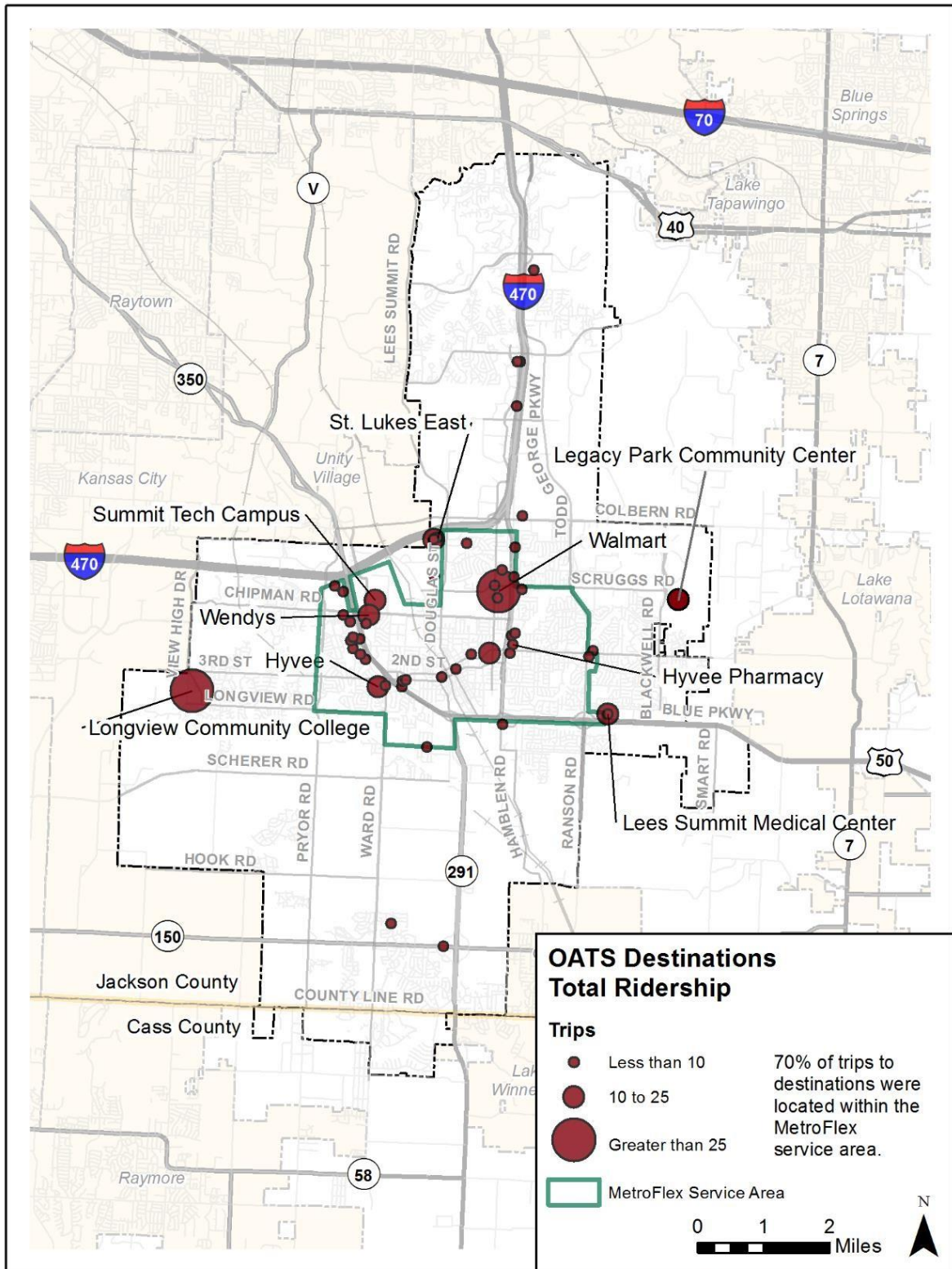


Figure 13: OATS Passenger Origins (April 2015)



Source: OATS 2015 April Ridership Data  
Note: Only origins with 10 or more trips are labeled.

Figure 14: OATS Passenger Destinations (April 2015)



## Service Cost

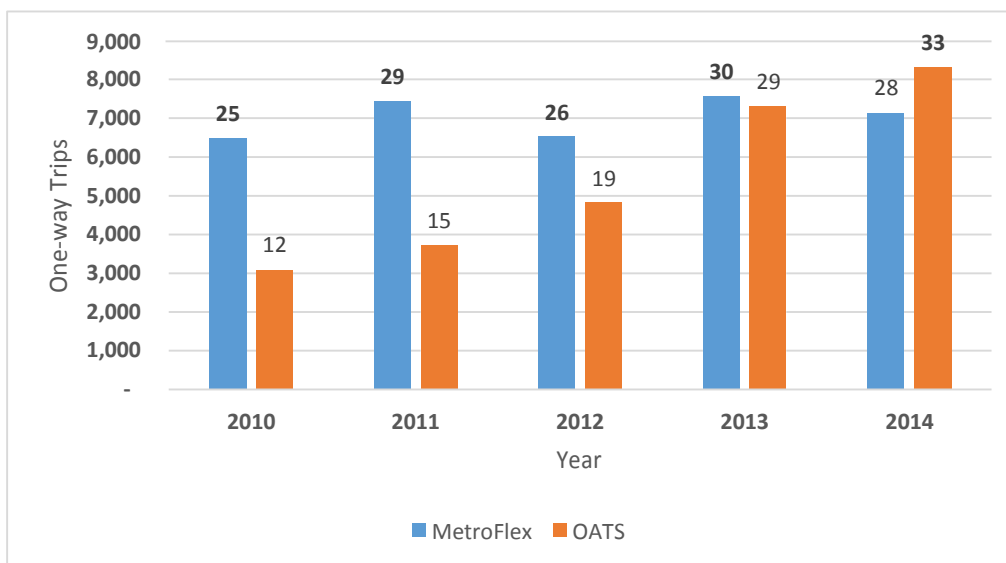
The cost of providing transit service is a fundamental consideration in the decision making process. An evaluation of the cost associated with the provision of transit service by the KCATA and OATS in Lee's Summit was conducted. This evaluation determined that the KCATA's total annual cost of providing the current MetroFlex service in Lee's Summit is approximately \$260,000 while the annual cost of providing the current OATS service in Lee's Summit is approximately \$152,000.

Differences between the two services can be attributed to different operating procedures of each service. KCATA service is governed by a contract with Lee's Summit that specifies the amount of service hours provided, regardless of demand, whereas, the OATS contract with Lee's Summit is based on a per rider served, which allows OATS to vary the amount of drivers and vehicles supplied. In addition, KCATA MetroFlex drivers operate under a union contract, which results in a higher base pay and benefits than received by OATS drivers. OATS drivers by contrast receive no benefits, and several operate part-time. Higher KCATA cost can also be attributed to a higher number of deadhead miles resulting from KCATA housing their vehicles near downtown Kansas City, Missouri. This results in an additional 40 miles per day per vehicle before the driver can enter revenue service. OATS drivers store their vehicle at their residence, located within or near Lee's Summit.

## Service Efficiency

Figure 15 displays the level of ridership for the two services from 2010 to 2014. While the MetroFlex has experienced steady ridership since 2010, OATS had nearly three times as many riders in 2014 as they did four years before. The MetroFlex has averaged around 25 to 30 one-way trips per day, but in 2014 OATS surpassed the MetroFlex's ridership for the first time averaging 33 trips per day, for a total of 8,316 annual one-way trips, compared with MetroFlex's 7,146 trips.

**Figure 15: MetroFlex & OATS Annual Ridership (2010 - 2014)**



Note: Data labels represent average daily ridership for each transit provider in a given year.



The efficiency of transit service can be described in terms of boardings per revenue hour, and average operating costs per passenger. Boardings per revenue hour is a measure of how many passengers utilize the fixed-route system per hour of service provided, a higher figure signifies higher efficiency. Average operating cost per passenger describes the required cost to provide the service to each passenger and is derived by dividing the total annual cost of the service, as described in the previous section, by the total annual ridership served. A lower number signifies higher efficiency.

Table 4 displays system efficiency for the MetroFlex and the OATS services. The average boardings per revenue hour for OATS is 1.62, and the average operating cost per passenger is \$18.27. The MetroFlex averages 2.21 boardings per revenue hour, at an average operating cost per passenger of \$36.38.

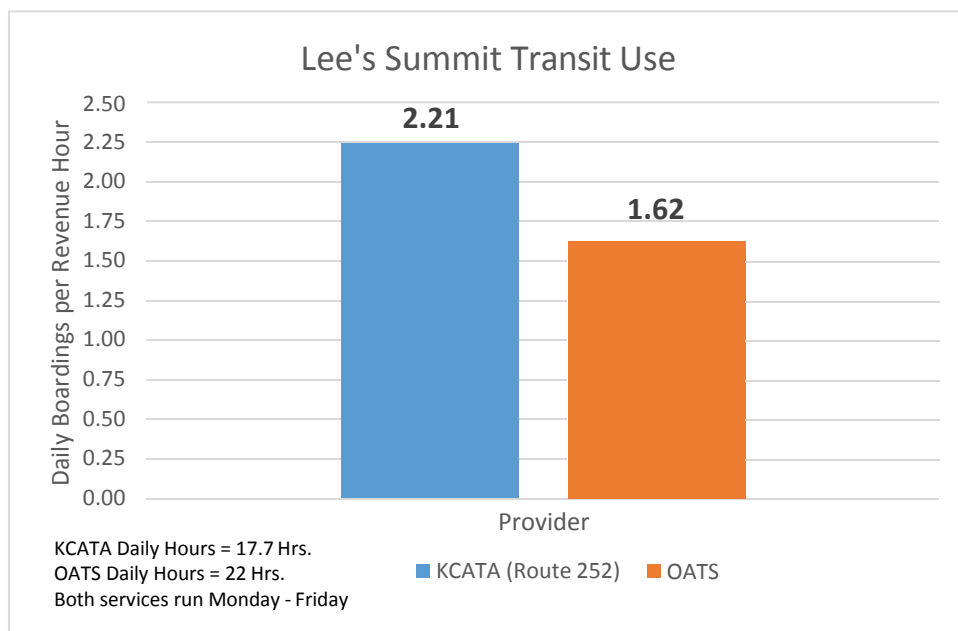
Figure 16 also illustrates the difference in efficiency for both the MetroFlex and OATS.

**Table 4: System Efficiency by Transit Service**

	KCATA (MetroFlex)	OATS (Lee's Summit)
<b>Boardings per Revenue Hour</b>	2.21	1.62
<b>Operating Cost per Rider</b>	\$36.38	\$18.27

*Notes: Revenue hours for OATS were estimated by dividing the platform hours (5,607) by (1.075).*

**Figure 16: Lee's Summit Transit Users per Revenue Hour**





## Service Performance

### Peer City Comparisons

Table 5 compares the MetroFlex, OATS transit services and other demand-response services operated in peer cities. This information was gathered from the National Transit Database, which presents operating statistics in a uniform format from transit agencies receiving federal funding. Operating cost per revenue mile, operating cost per revenue hour, annual trips, population and the fare recovery ratio (a percentage of operating costs recovered through collected fares), were all compared.

**Table 5: Lee's Summit Transit Services and Peer Cities' Cost and Revenue Statistics (Demand-Response Services only)**

	Operating Cost per Revenue Mile	Operating Cost per Revenue Hour	Annual Unlinked Trips	Fare Recovery Ratio	Population
Lawrence, KS	\$5.76	\$61.74	60,418	5.4%	87,965
Topeka, KS	\$5.48	\$77.85	49,603	9.6%	127,473
Columbia, MO	\$7.59	\$64.97	45,413	12.2%	124,748
Springfield, MO	\$6.56	\$109.27	19,815	3.7%	166,451
KCATA (System Wide)	\$3.31	\$57.87	400,843	12.2%	748,415
<b>Peer Cities Average</b>	<b>\$5.74</b>	<b>\$74.34</b>	<b>115,218</b>	<b>8.6%</b>	<b>251,010</b>
KCATA MetroFlex (Route 252)	\$7.15	\$70.29*	9,435	2.4%	28,990 (2011)
<b>OATS (Lee's Summit)</b>	<b>\$2.51*</b>	<b>\$27.95*</b>	<b>8,442</b>	<b>11.6%</b>	<b>88,929 (2011)</b>

Notes: (\*) Revenue hours for Route 252 were estimated by dividing the routes' platform hours by a factor of (1.1). Revenue miles for OATS was estimated by assuming 13 miles per revenue hour were traveled. Revenue hours for OATS were estimated by dividing the platform hours (5,607) by (1.075).

The peer cities have an average operating cost per revenue mile of \$5.74, and an average operating cost per revenue hour of \$74.34. The Lee's Summit MetroFlex service comes out cheaper than both peer city averages. While the MetroFlex has a respectable operating cost per revenue hour, the OATS operating cost per revenue hour, \$27.95, is far lower than any of the peer cities or the MetroFlex. In comparison with the peer cities, the MetroFlex's fare recovery ratio is lower than average, and OATS has one of the higher ratios. It should also be noted that OATS charges 50 cents more per one-way trip than the standard MetroFlex fare. Eligible MetroFlex users can also pay as little as \$0.75 per one-way trip if they fit the disability, elderly or youth eligibility requirements.

*Peer Route Comparisons within the Kansas City metropolitan area*

Table 6 compares the performance of the two Lee's Summit transit services with similar demand-response services offered in the KCATA system. In the passengers per hour and operating cost recovery measurements, both the Lee's Summit MetroFlex and OATS services perform similarly. The main difference is the operating cost per passenger for OATS is \$14.50 lower than the cost of operating the MetroFlex in Lee's Summit.

**Table 6: KCATA MetroFlex Route Operating and Cost Statistics April 2015**

Route Name	ADR	Daily Hours	Daily Miles	Passengers /Hour	Passengers /Mile	Operating Cost /Passenger	Operating Cost Recovery
237 Gladstone Circulator	15	9.4	93	1.64	0.17	\$30.98	3.17%
244 NKC Circulator	53	18.4	136	2.88	0.39	\$15.45	1.76%
252 Lee's Summit Circulator	34	17.7	231	1.92	0.15	\$31.77	2.42%
253 Raytown Circulator	55	10.7	164	5.15	0.34	\$13.03	5.39%
296 Bannister/Hillcrest	176	42	591	4.19	0.3	\$17.15	4.07%
298 SKC Wornall	83	28	332	2.96	0.25	\$20.26	3.10%
KCATA Standard				<b>4.0</b>	<b>0.3</b>	\$20.58	3.45%
OATS	33	22	287	1.51	0.12	\$17.27	11.58%

Note: Platform miles for OATS was estimated by assuming 13 miles per revenue hour were traveled.

After identifying how each service compared in relation to their service efficiency, service performance and service costs, initial analysis suggests that OATS could provide a more cost-effective citywide demand-response service than KCATA. Further analysis and discussion is developed in Strategy 1 and the entire analysis can be found in Appendix A.

## Commuter Transit Analysis

Commuting patterns of residents and employees were analyzed to better understand how well existing transit is meeting the demand of commuters.

According to the 2013 American Community Survey, out of the 47,017 commuters from Lee's Summit, only 0.4 percent use a form of public transportation. This compares to 2.4 percent for all of Jackson County, Missouri.

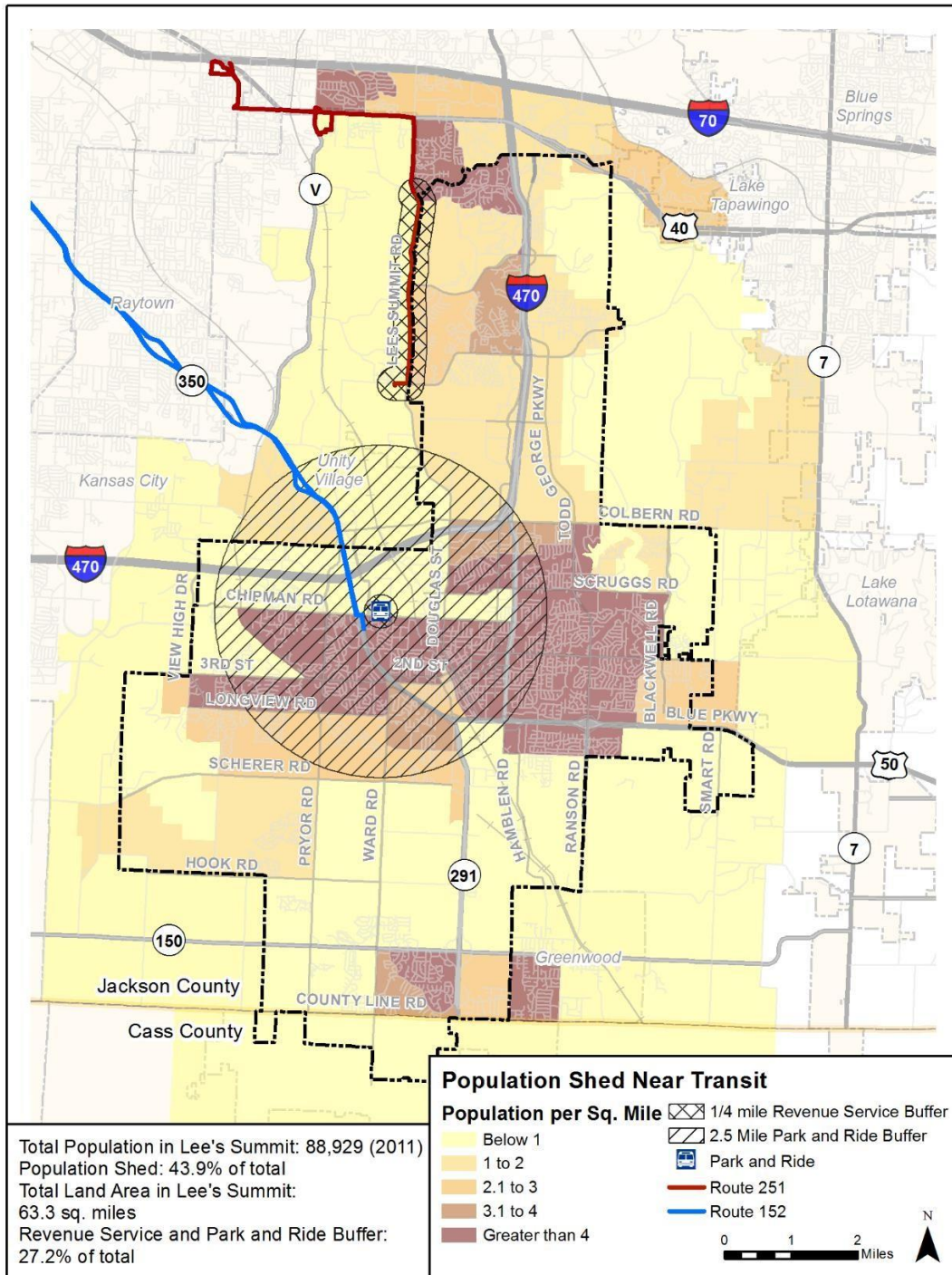
Figure 17 shows the population shed in Lee's Summit within a quarter mile buffer around the two KCATA fixed-routes and a 2.5 mile buffer<sup>2</sup> surrounding the Park & Ride lot at the southern terminus of Route 152. The two buffers around the revenue service portion of the KCATA routes and the Park & Ride lot encompass nearly 44 percent of the city's total population and over 27 percent of the city's total land area. Areas of the city with dense population clusters, but without accessible fixed-route transit options, include locations near the northern city limits along I-470, near the southern-most city limits and at the junction of Highways 291 and 150, as well as in the central region of the city, east of Highway 291.

Employment concentrations within Lee's Summit are presented in Figure 18 by using the U.S. Census Longitudinal Employer Household Dynamics (LEHD) data. This data uses various sources including the Census, Unemployment Insurance earnings data and the Quarterly Census of Employment and Wages (QCEW) to gather employment information for a given area. Only 1.4 percent of the 35,000 jobs in Lee's Summit were within the quarter-mile transit buffers surrounding the portion of Route 251 operating near Lee's Summit and the Park & Ride lot. While this rate of accessible jobs may seem low, just outside the quarter-mile buffer is upwards of 5,000 jobs located at Summit Technology Campus, SummitWoods Crossing and Summit Fair Shopping Center. Commuter Route 152 only has one southbound trip in the morning and does not continue further into the city, making it difficult for Lee's Summit residents to use the service to get to work within the city limits. Route 251 to Lakewood follows Lee's Summit Road, which has a relatively small amount of employment within Lee's Summit. If the Route 251 alignment travelled closer to I-470, there would be a greater opportunity for additional employment connections within the city limits.

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<sup>2</sup> 50 percent of a Park & Ride's demand is generated with a 2.5 mile radius of the facility. Spillar, R.J., "Park-and-Ride Planning and Design Guidelines." Monograph 11. Parsons Brinckerhoff Quade and Douglas Inc., New York (1997). Pg. 35

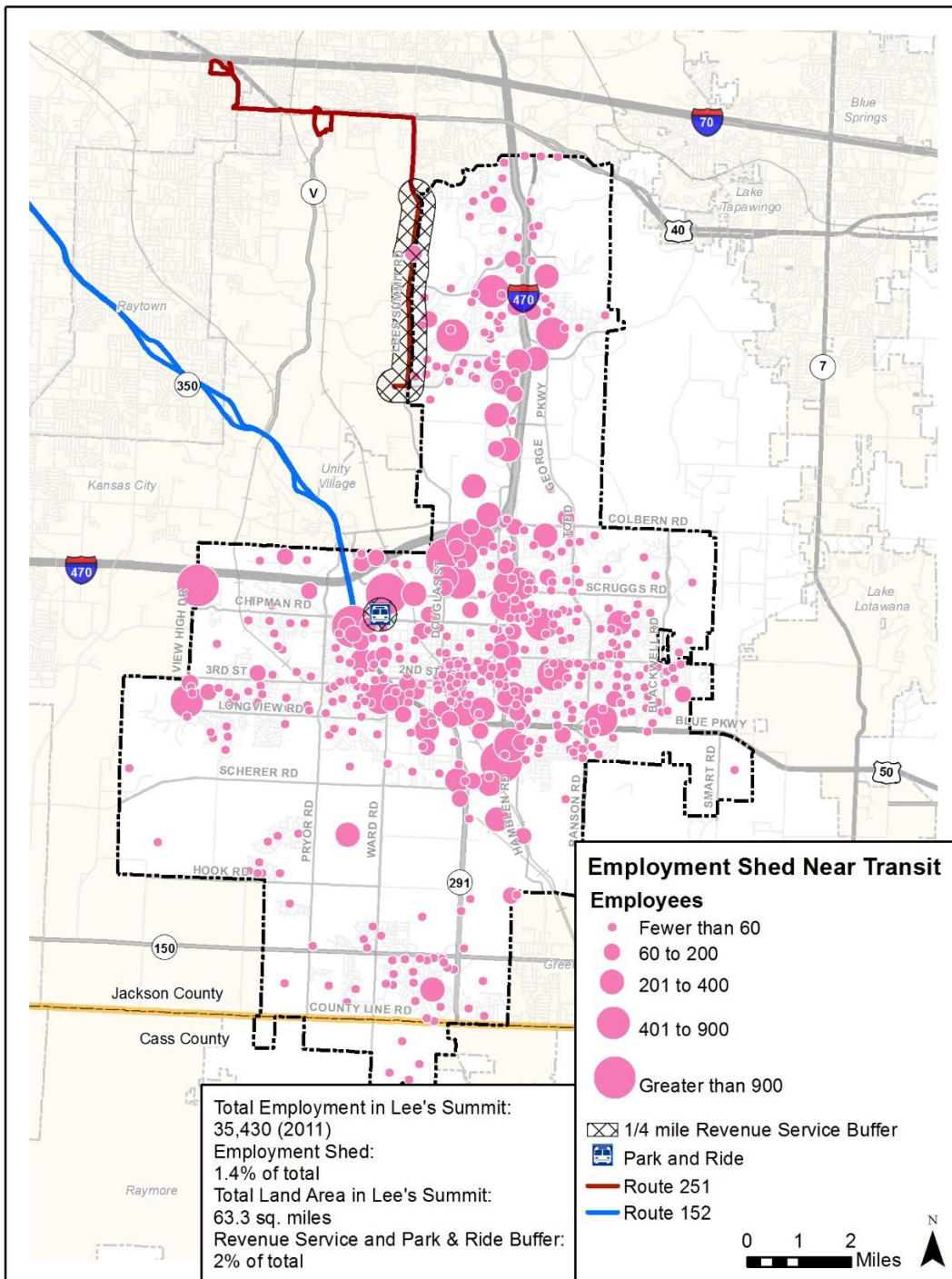
Figure 17: Lee's Summit Population Shed near Fixed-Route Transit



Source: 2011 American Community Survey population data.



Figure 18: Lee's Summit Employment Shed near Fixed-Route Transit



Source: 2011 LEHD On The Map Employment Data

Table 7 displays the times that Lee's Summit residents leave home, and the times that employees in Lee's Summit arrive at work. The largest group of Lee's Summit residents, 17 percent, leave home during the time period of 7:00 a.m. to 7:29 a.m. The largest group of workers in Lee's Summit, 14 percent, arrive at work between 7:30 a.m. and 8:00 a.m.,

**Table 7: Lee's Summit Residents Leaving Home and Total Workers Arriving at Work in Lee's Summit**

Morning Commute Time (a.m.)	Time Leaving Home (Lee's Summit Residents)		Time Arriving at Work (Lee's Summit Workers)	
	Estimate	% of Total	Estimate	% of Total
6:00 to 6:29	4,155	9%	1,583	4%
6:30 to 6:59	4,980	11%	3,729	10%
7:00 to 7:29	7,825	17%	4,200	12%
7:30 to 7:59	6,245	14%	4,970	14%
8:00 to 8:29	4,980	11%	3,959	11%
8:30 to 8:59	2,570	6%	2,424	7%

Source: 2010 American Community Survey, Five-year Estimates

Notes: Time leaving home includes only Lee's Summit residents, whereas, the time arriving to work is based on where workers work and not where they live.

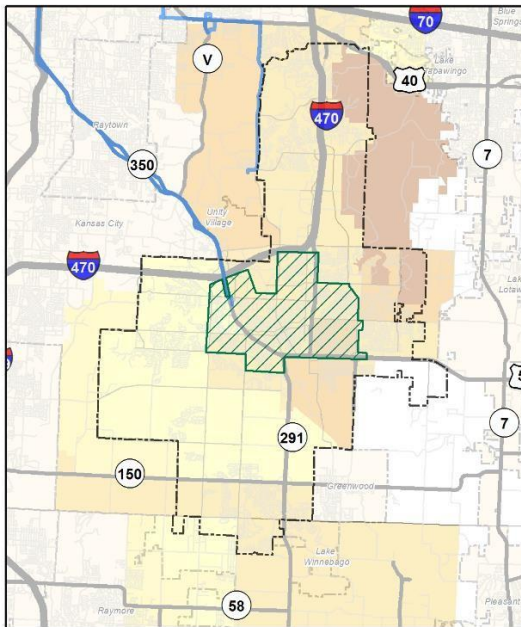
Figure 19 shows the geographical distribution of employees in Lee's Summit arriving at work by time, against the existing fixed-routes and MetroFlex service area. In the areas where transit is available, 20 percent to over 40 percent of workers arrive between 7:00 a.m. and 8:00 a.m.

The findings in this section will help guide future decisions for implementing fixed-route operations within the city. Current fixed-routes operating near the city are focused more on transporting riders away from Lee's Summit to other employment concentrations outside the city.

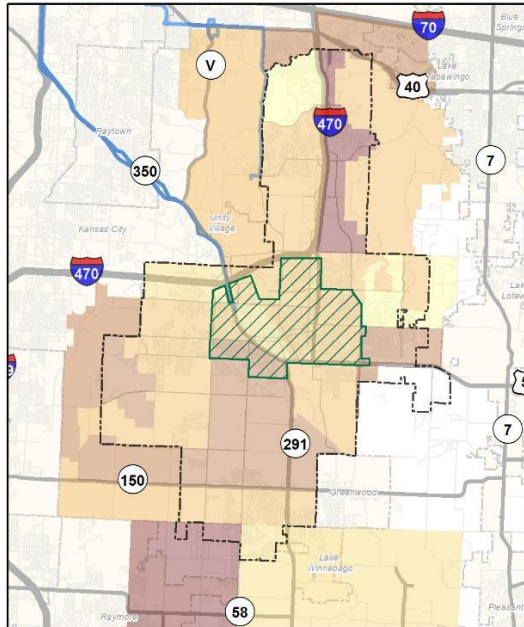


**Figure 19: Arrival Time to Work for Lee's Summit Workers**

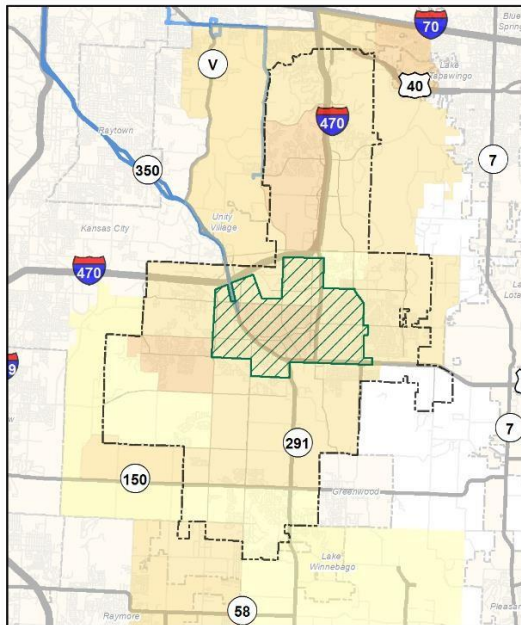
Arriving at Work Between 6:00 - 7:00 am



Arriving at Work Between 7:00 - 8:00 am



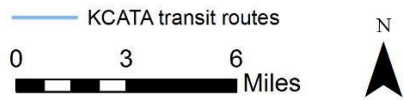
Arriving at Work Between 8:00 - 9:00 am



**Time Employees Arrive at Work**

**Percent of Employees by Census Tract**

- Under 10%
- 10.1% to 20%
- 20.1% to 30%
- 30.1% to 40%
- Over 40%
- MetroFlex



Source: U.S. Census Bureau,  
American Community Survey ACS  
2006 - 2010 Five Year Estimates,  
Census Transportation Planning Products CTPP.

Numbers of Employees Arriving at Work:  
6:00 am - 6:59 am: 6,423  
7:00 am - 7:59 am: 11,830  
8:00 am - 8:59 am: 7,647

As of 2013, the U.S. Census reported nearly 25 percent of working Lee's Summit residents were employed within the city limits. While this group of the population could potentially use the existing demand-response services to commute to work, the remaining 30,000 residents working outside the city limits must either drive to work or use alternative commuting options such as walking, biking, carpooling, and vanpooling or use either of the two fixed-route options. In comparison to the 93,184 residents in Lee's Summit, a total of 39,852 are employed, or roughly 43 percent of the total population. This section will look at how well the fixed-route system supports commuter movements with destinations outside the City of Lee's Summit.

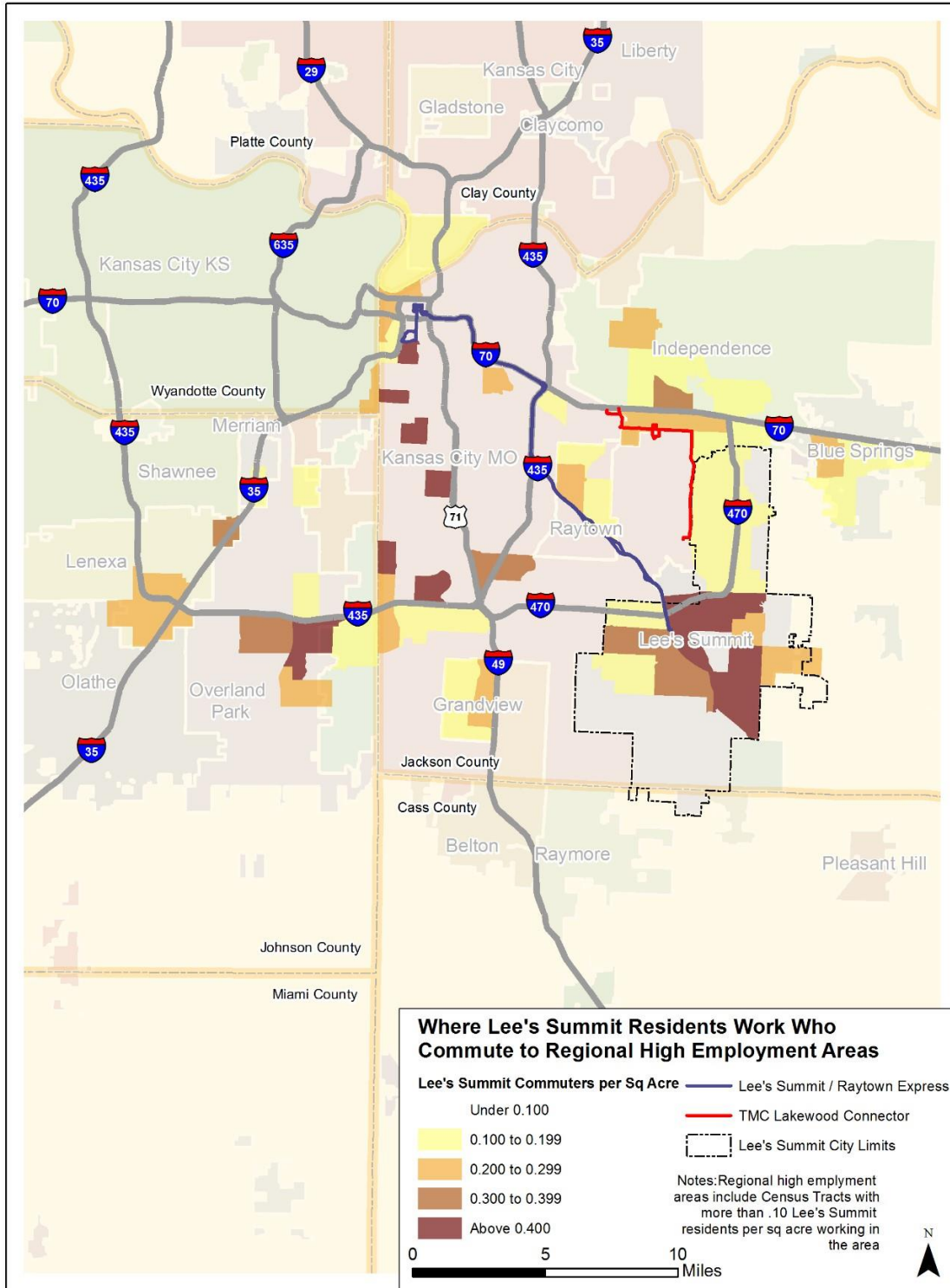
According to ridership data obtained from the KCATA, approximately 100 daily riders, with an average vehicle load of 20 persons, use Route 152 from the Park & Ride lot near Chipman Road and 50 Highway to downtown Kansas City, Missouri. Route 251 does not take commuters to the downtown Kansas City area. Instead, commuters on that route have to transfer at the Walmart at Blue Ridge Crossing in order to continue downtown.

After further analyzing data from the LEHD program, Figure 20 was created to show where Lee's Summit residents work in high employment areas across the region, overlaid with routes 152 and 251. This map only includes the geographic coverage of the two accessible routes, and does not encompass route travel direction, route schedules, or the ability and ease of transfers for Lee's Summit residents commuting via fixed-route transit. As exhibited in Figure 20, some areas of the region have employment concentrations for Lee's Summit commuters, but are not directly served by the two KCATA routes that serve Lee's Summit. In Kansas City, Missouri, these concentrations of Lee's Summit commuters include areas near Crown Center, Westport, UMKC and Rockhurst University, Research Medical Center, Ward Parkway Center and the Cerner Complex near I-435 and I-49.

In Kansas, locations of high employment concentrations for Lee's Summit commuters include areas near University of Kansas Medical Center, warehouse and office parks near the I-435 and I-35 interchange in Lenexa, and offices located in the I-435 corridor between I-35 and State Line Road, as well as along College Boulevard. The only way to access some of these areas via fixed-route transit is to travel to downtown Kansas City, Missouri first, then transfer onto either another KCATA route or one of the Johnson County Transit (JCT) routes. Much of the JCT system's morning trips serve Johnson County commuters travelling northbound into downtown Kansas City, Missouri, thus, lessening the ability for Lee's Summit commuters to access morning southbound trips out of downtown.

Figure 21 displays where Lee's Summit commuters live who work in the concentrated employment areas in the region, according to data gathered from Census Transportation Planning Products – which uses data sources from the Census' American Community Survey. A 2.5 mile buffer was applied around the Chipman Road Park & Ride lot in order to see how accessible commuter options are for Lee's Summit residents. While the 2.5 mile buffer does include some areas of higher density residential areas, there are still populated areas east and south of the defined buffer. Extending the commuter route to these areas would give more residents the opportunity to use the service, the additional travel time, however, may require additional buses to maintain existing frequencies.

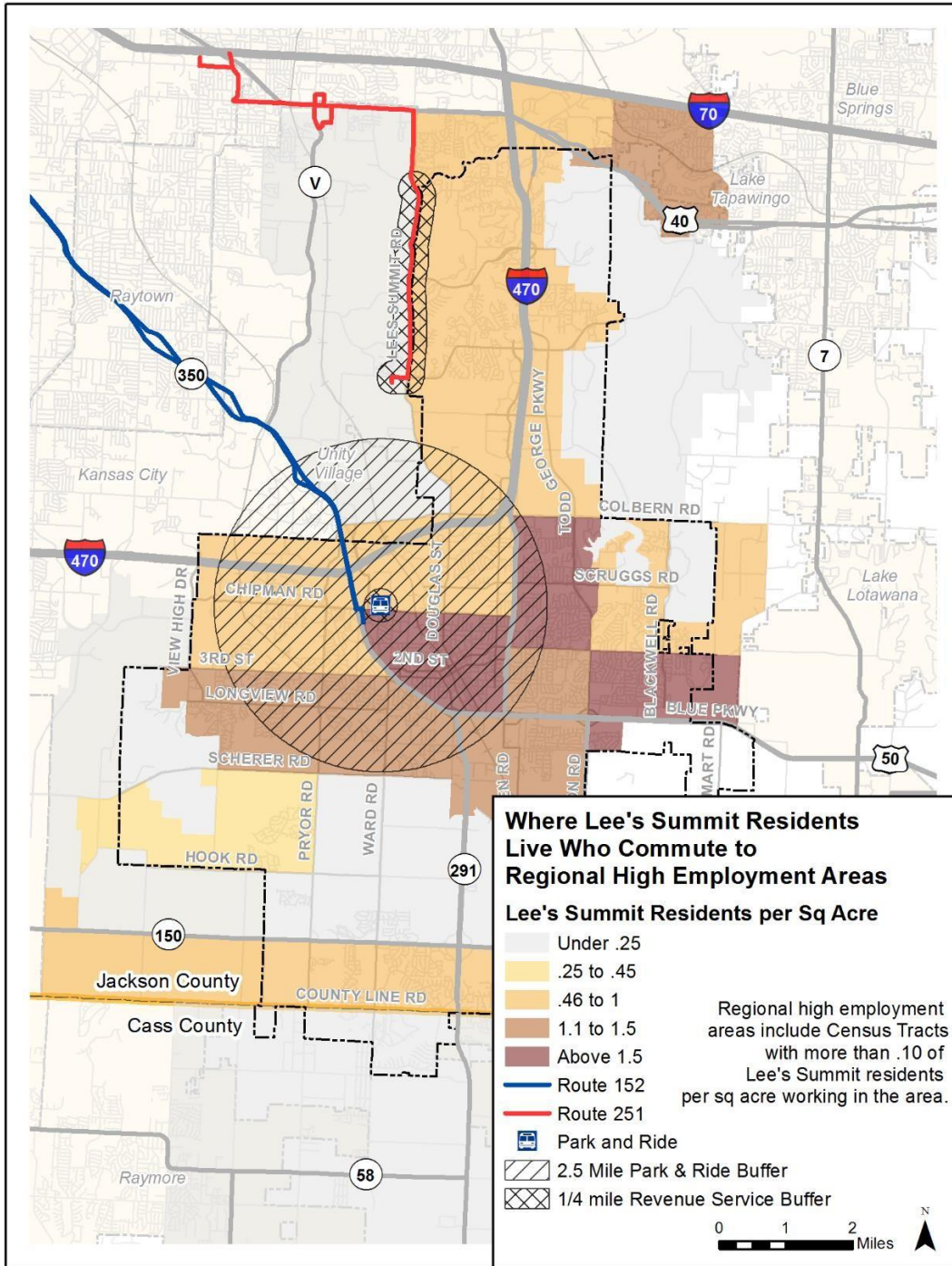
**Figure 20: Where Lee's Summit Residents Work Who Commute to Regional High Employment Areas**



Source: U.S. Census bureau. 2011, OnTheMap Application. LEHD Program. <http://onthemap.ces.census.gov/>



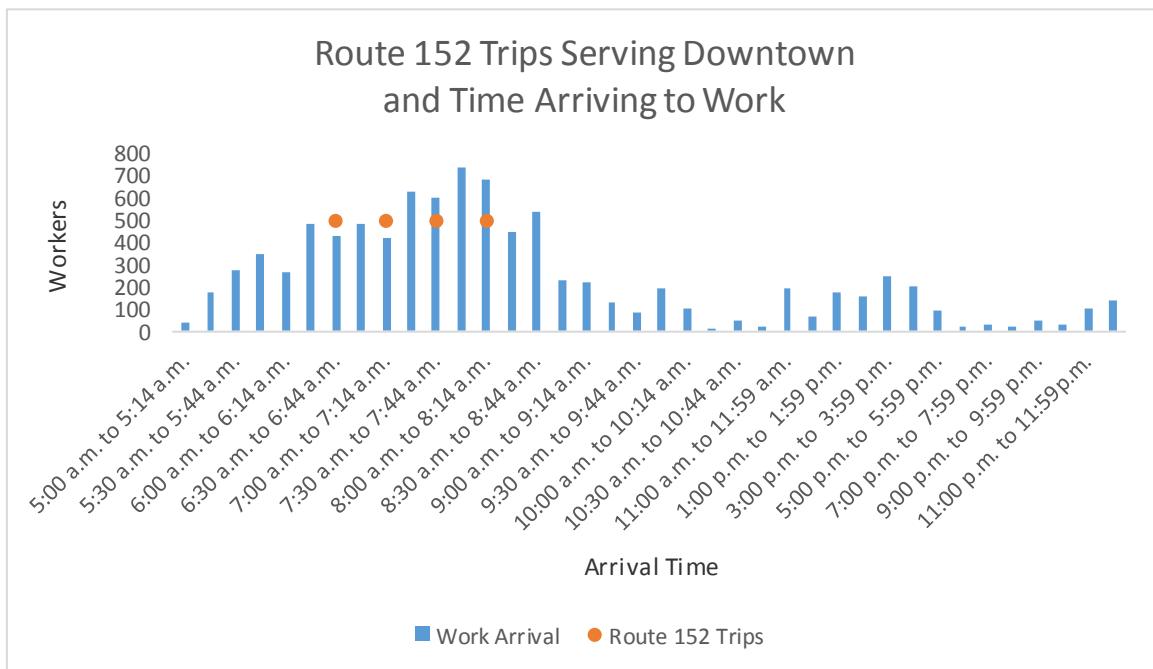
**Figure 21: Where Lee's Summit Commuters Live Who Work in Regional High Employment Areas**



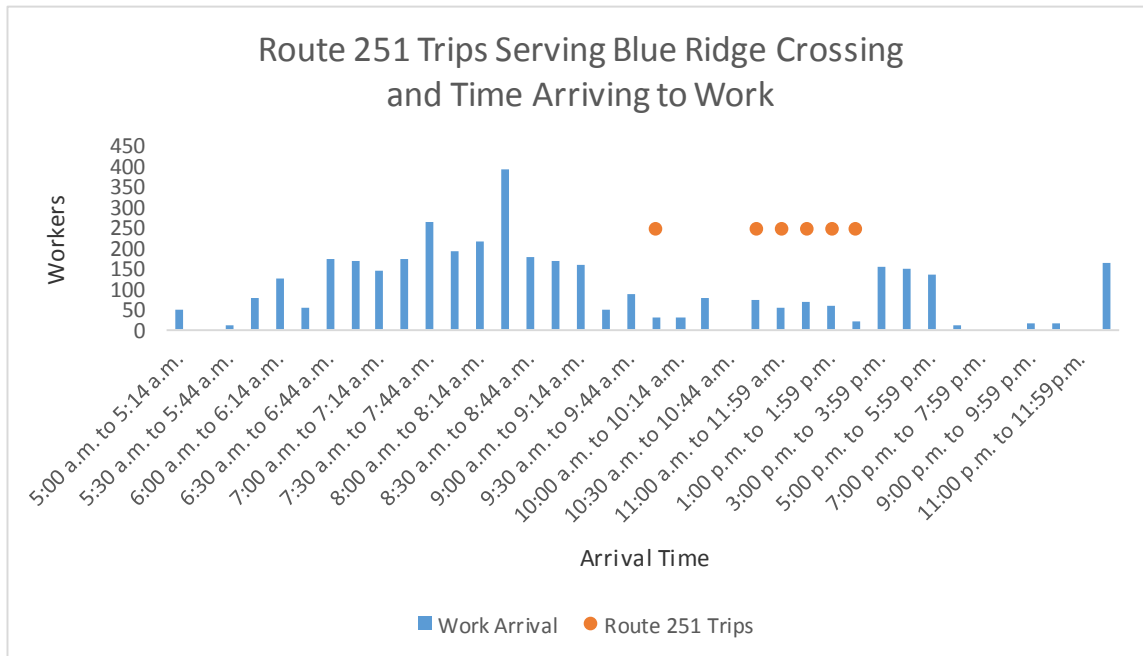
Source: U.S. Census bureau, American Community Survey ACS 2006 - 2010 Five Year Estimates, Census Transportation Planning Products

The schedules of KCATA buses operating near Lee's Summit were examined for their ability to serve the commuting population of Lee's Summit. Figure 22 and Figure 23 provide a snapshot of how the commuting characteristics match up with the existing transit options in Lee's Summit. The dots on the graphs represent the times each bus arrives at its final stop location at Pershing Road and Grand Boulevard, on Route 152, or the Walmart at Blue Ridge Crossing, on Route 251. The bars on the graph represent the work arrival time for workers commuting to areas near the northern terminus of either route, as explained above. In the case of commuter Route 152, the four scheduled bus stops do correlate with the work arrival times for the downtown Crown Center area. As for Route 251, the six trips to Blue Ridge Crossing do not correlate well with the majority of the area's work arrival times. While Route 152 is a commuter centered route, Route 251 is intended more to provide access to those with doctor's appointments at the medical center and riders needing to shop at the retail centers near Blue Ridge Crossing and along 40 Highway. Unlike Route 152, where evening southbound trips are offered, Route 251's last evening southbound trip is offered at 2:00 p.m., further limiting the likelihood of Lee's Summit residents using the route for commuting purposes.

**Figure 22: Route 152 Trips Serving Downtown and Time Arriving to Work**



**Figure 23: Route 251 Trips Serving Downtown and Time Arriving to Work**



After examining commuting patterns of Lee’s Summit residents, this analysis exposed the gaps in service limiting commuters’ ability to use transit to get to work. For the nearly 10,000 commuters travelling to work within Lee’s Summit, demand-response services are available, but capacity constraints would restrict a large portion of commuters from using the service. The fixed-route alignments in and around Lee’s Summit limit commuter movement to mostly outside the city and towards downtown Kansas City, Missouri. In addition, a small portion of both the population and employment in Lee’s Summit are within a walkable distance to either of the two fixed-routes currently. As for the remaining 30,000 commuters travelling outside the city boundaries of Lee’s Summit, fixed-route connections to major areas of employment are limited to downtown Kansas City, Missouri, via Route 152, or the Blue Ridge Crossing shopping center, via Route 251. While large concentrations of commuters travel to areas of the metro such as midtown Kansas City or the south loop of I-435, anyone needing to travel via transit must first travel north towards downtown and then transfer to a southbound bus route thereafter. Of those commuters travelling to high employment areas, a substantial number of them live outside of the preferred distance to travel to a Park & Ride lot.

While this analysis exposed where transit connections for Lee’s Summit commuters are lacking, further discussions must be made before recommending any future regional connections. Following this analysis of existing intra-city and inter-city movements for Lee’s Summit commuters, the next section uses a peer city comparison in determining the current and future demand for transit within Lee’s Summit.



## Current and Future Intra-City Transit Demand

An analysis was performed estimating the amount of potential transit ridership within Lee's Summit. By using a peer city rider per revenue hour ratio and applying a revenue hour per capita ratio, broad ridership projections can be created comparing similar cities where one city has a transit network and the other has limited transit options. The City of Independence, Missouri was examined as a peer city to Lee's Summit primarily due to its similar size of population and geographical proximity. Table 8 compares several socio-economic categories between the two Missouri cities. While the two cities have a similar minority rate, rate of local workers and multi-family housing rate, Lee's Summit generally has higher home values and household incomes.

**Table 8: Socio-Economic Comparison**

	Lee's Summit, MO	Independence, MO
<b>Population (2013 estimate)</b>	93,184	117,240
<b>Persons Under 18</b>	21%	23%
<b>Persons 65 and Over</b>	11.5%	16.1%
<b>Minority Population</b>	16.3%	14.3%
<b>Median Household Income</b>	\$77,285	\$44,261
<b>Persons below poverty level</b>	6.7%	17.4%
<b>Median value of owner-occupied homes</b>	\$186,700	\$101,400
<b>Percent of Houses that are multi-family</b>	16.7%	20.5%
<b>Persons per square mile</b>	1,442.3	1,506.2
<b>Percent of local workers living within city</b>	24.7%	24.1%

Source: U.S. Census QuickFacts Last Revised: Friday, 29-May-2015 14:16:20 EDT

The IndeBus local transit system is funded by the City of Independence, managed by KCATA and operated under contract by First Transit. The service offers six fixed-routes that operate radially from a downtown transit center. Four routes operate at one hour frequencies; two routes operate at two hour frequencies. Routes generally start between 6:30 or 7:30 in the morning and are in service to between 5:00 and 6:00 in the evening. No Sunday or evening service is available. Complementary ADA (American's with Disabilities Act) demand-response service is provided during the same hours as IndeBus, and provides disabled riders a curb-to-curb shared ride service if they are unable to use the fixed-route service. An elderly transportation service is also available for persons age 60 or older. In addition, Independence is served by commuter routes operated by KCATA. While not captured in separate ridership numbers, these commuter routes also serve some number of internal trips within Independence.

In 2013, IndeBus used 26,949 revenue hours to serve 204,570 fixed-route one-way trips, and 12,334 demand-response one-way trips, for a service area population of 117,240. Combining the fixed-route and demand-response trips, this resulted in an annual one-way trips per revenue hour of 8.0. These trips do not include the KCATA's inter-community commuter services that serve Independence.

Table 9 displays the 2013 one-way trip per revenue hour ratio, and revenue hour per capita ratio for three other cities in the region in addition to Independence. Similar to Independence, Topeka has a relatively high one-way trip per revenue hour ratio, and a low revenue hour per capita ratio. Both of these measures viewed together are likely reflective of a low-service system that's unable to fully address demand.

**Table 9: Rider Projections**

City	Service Area Population (2013)	Total Transit Ridership (2013)	Total Revenue Hours (2013)	Ratio: One-way Trip/ Revenue Hours	Ratio: Revenue Hour / Capita
<b>Topeka, KS</b>	127,473	1,202,646	78,011	15.4	0.61
<b>St. Joseph, MO</b>	78,004	421,945	70,479	6.0	0.90
<b>Independence, MO</b>	116,830	216,904	26,949	8.0	0.23
<b>Salina, KS*</b>	47,846	221,264	38,697	5.7	0.81

*Source: National Transit Database 2013. Total transit ridership and total revenue hours includes fixed-route, demand-response, and for Topeka, city-subsidized taxi services. \*Salina data – population from 2013 U.S. Census. Ridership is from Rural NTD data, and includes fixed-route service, and demand-response. Demand-response includes service to outlying rural areas and adjacent counties.*

Utilizing a one-way trip per revenue hour from a peer city is an imperfect technique to gauge potential ridership for a city with limited transit. This technique requires assuming the city that the ratio is being applied to, will have a transit system with similar characteristics as the peer city, covers the same percentage of population and employment, has similar land use characteristics, and a population that would react a similar way to the availability of transit. With its one to two hour frequencies and radial coverage, IndeBus' transit system could be described as a fairly basic transit system that prioritizes making some transit service available to many people, rather than a lot of transit service available to a few people.

Independence's revenue hour per capita ratio of 0.23 could be applied to Lee's Summit to approximate a system with a level of service similar to Independence's. From this, applying a one-way trip per revenue hour can be applied to project what type of ridership could reasonably be expected with a specific level of service. Applying the revenue hour per capita ratio of 0.23 from Independence to Lee's Summit's population of 93,092 results in 21,411 annual revenue hours. Applying Independence's one-way trip per revenue hour of 8.0 to this number results in a projected annual one-way trips for Lee's Summit figure of 171,289.

As of 2014, annual demand-response ridership within Lee's Summit was 17,112 after combining the 8,670 MetroFlex and 8,415 OATS riders. The gap between current internal-transit trips in Lee's Summit and projected internal-transit trips is approximately 154,177. This would be for a fairly basic route structure similar to Independence's that prioritizes relatively low-frequency across the city.

In addition to the effort of forecasting future transit demand, population forecasts were reviewed to estimate how many additional transit-dependent people could be expected in Lee's Summit's future and how that would affect the demand for transit.

Base year socio-economic data was collected from the U.S. Census Bureau's American Community Survey five-year estimates for 2009 to 2013. The population groups collected from

the Census were representative of the transit-dependent population in Lee's Summit including the disabled, youth, elderly, minority and low-income populations. Generally, these groups of people have a higher propensity to use transit because of either a mobility impairment or they are unable to afford the cost of owning and maintaining a personal automobile.

After collecting the current year rates of transit dependent population, future population forecasts were analyzed to establish the expected number of future transit dependent people in Lee's Summit. Two existing population forecasts for the area include the 2015 update to the Kansas City region's long range transportation plan, *Transportation Outlook 2040*, and the 2013 *Lee's Summit Development Report*.

The Mid-America Regional Council (MARC) recently updated the metropolitan transportation plan for Greater Kansas City. Part of that plan included forecasting population growth to understand future demand when planning transportation infrastructure investments. Population forecasts were developed on a city- and county-wide basis for eight counties including Cass, Clay, Jackson and Platte on the Missouri side and Johnson, Leavenworth, Miami and Wyandotte on the Kansas side. By 2040, MARC estimated that Lee's Summit would reach a total population of 131,614, with a compound average annual growth rate of 1.34 percent. The City of Lee's Summit also produced population forecasts in their 2013 development report. In this report, the city noted they have experienced steady growth in the past decades, but a recent slowdown in growth has caused them to re-evaluate their original expectations. Their expected growth is lower than the rate forecasted by MARC. The 2013 development report forecasted the city would reach a total population of 111,934 by 2039, with an average annual growth rate of 0.77 percent.

After reviewing both the MARC and Lee's Summit population forecasts, an average annual growth rate of 1.0 percent was determined as realistic estimate for future growth in Lee's Summit. This same growth rate was then applied to the current year transit dependent populations in order to forecast what level of transit demand may be expected in the future. The table below summarizes the forecasted transit dependent population for 2025 and 2040.

With this forecasted growth in population, an even larger demand for transit follows. From the current potential demand of 171,289, the population growth in 2040 increases the projected ridership to 220,871 annual one-way trips within Lee's Summit alone. These projections do not include those regional commuter trips reviewed in the previous section. National demographic trends have rates of elderly people growing as well as families still recovering from the recent great recession. These patterns would support an even larger demand for local transportation alternatives in the future. The next section looks at ways to address the growing local demand for transit.

**Table 10: Transit Dependent Population Forecasts**

	2013* (% total)	2013* (total)	2025	(+/-) 2013	2040	(+/-) 2013
<b>Under 18 years</b>	21%	18,994	21,403	2,409	24,848	5,854
<b>65 years &amp; over</b>	12%	10,736	12,097	1,362	14,045	3,309
<b>Disabled</b>	9%	7,886	8,892	1,006	10,323	2,437
<b>Minority</b>	16%	16,883	19,025	2,142	22,087	5,204
<b>Low-Income</b>	7%	6,113	6,927	814	8,043	1,930
<b>1 or less vehicles</b>	15%	13,490	15,199	1,710	17,646	4,156
<b>Total Projected Population</b>	-/-	<b>91,758</b>	<b>103,395</b>	<b>11,637</b>	<b>120,039</b>	<b>16,644</b>

Note: (\*) U.S. Census Bureau, 2009-2013 American Community Survey five-year estimates.

## Potential Transit Service Strategies

This section will examine strategies to address the current and future service gaps identified in the previous sections above. As well as examining opportunities to improve and optimize the existing demand-response services, strategies to provide additional modes such as fixed-route services are also discussed.

Gaps in existing transportation services may be addressed through several different strategies. These strategies are not intended as necessarily incremental in nature, although they could be implemented in progressive steps. Rather, the different strategies are intended to provide a snapshot of how various alternatives would address the current gap in transit need. Generally, the strategies as described require additional amounts of investment in programs and capital costs, but would achieve progressively lower costs per rider while expanding the availability of transportation options to additional Lee's Summit residents. These strategies range from consolidating the existing MetroFlex and OATS services to implementing a fixed-route service that provides regularly scheduled local bus service throughout Lee's Summit. The different levels of proposed transit service, and corresponding levels of transit investment, generally correlate with an increasing amount of ridership, thus resulting in a more efficient service and a lower overall cost per rider.

### Strategy 1 – Consolidation of Existing Demand-Response Operations

In reference to the evaluation of the Lee's Summit-based KCATA MetroFlex and OATS services, the full analysis, located in the Appendix A, compares each of the current services provided and examines the cost-effectiveness of consolidating service to a single provider operating citywide demand-response service in Lee's Summit. After identifying how each service compared in relation to their service efficiency, service performance and service costs, initial analysis suggests that OATS could provide a more cost-effective citywide demand-response service than KCATA.

While the existing OATS operated demand-response service is already a citywide service, it does not offer service on Saturdays. This strategy would recommend Saturday service with at least a 12 hour service span for an extra \$55,000 annually, compared with the \$270,000 for only

the weekday service. Table 11 displays the cost and projected ridership for Strategy One, assuming either weekday service or including Saturday service. The increased service would not only make it easier for adults to ride who are unable to take advantage of the service during the weekdays, but also for youth to be transported to weekend activities or part-time jobs.

**Table 11: Strategy One - Estimated Costs and Ridership**

	Cost	Ridership
<b>Demand-Response</b>	\$270,033	17,112
<b>Fixed-Route</b>	-/-	-/-
<b>Complementary Paratransit</b>	-/-	-/-
<b>Total</b>	<b>\$270,033</b>	<b>17,112</b>
<b>Cost per rider</b>	\$15.78	-/-
<b>Including Saturday Service</b>	<b>\$325,011</b>	<b>20,596</b>

The nature of demand-response operations limits the ability of a single vehicle to serve large numbers of passengers. Typically, one demand-response vehicle can provide up to three or four trips per hour. Trip requests exceeding that number are either denied or require an additional vehicle. As ridership trends upward, the need for additional vehicles will grow in order to fill an increasing amount of reservations. Eventually, growing demand for the service may outstrip the ability for a demand-response service to economically address the demand. At that point, other modes to deliver transit service may be more efficient.

Unlike Strategy 1 where a recommendation is made for the consolidation of local transit services in Lee's Summit, the other strategies in this section provide snapshots of how transit could evolve. The strategies present various ways that transit can evolve in Lee's Summit, but only until subsequent discussion and consensus building within the city and community can be made. While Strategy 3 and 4 constitute a higher investment that would also provide additional service to residents as population and, consequently transit demand grows, Strategy 2 represents an alternative that scales back funding while still providing a minimum level of service.

### Strategy 2 – Implement Taxi Voucher Program in Place of Demand-Response

In this strategy, the two demand response services, operated by KCATA and OATS, would be replaced by a citywide taxi voucher program. This strategy would only be recommended if there is a desire to scale back the city's provision of transit, but still offer some service. Because of capacity restrictions among taxi contractors and/or the ability of the city to subsidize a growing number of trips, eligibility restrictions may be needed to regulate taxi demand, thus, further limiting transit service to only residents with the greatest need. Details for a potential taxi voucher service are explained below.

In the Kansas City metro area the cities of Olathe and Shawnee, Kansas administer similar taxi voucher programs. Olathe's Taxi Coupon/Voucher Program is managed by the City of Olathe Parks and Recreation Department and Housing and Transportation Services Office. The taxi service is offered anywhere within the city limits of Olathe for disabled, elderly, and eligible low-income residents to make trips for work, medical, shopping, banking and other personal reasons. The program subsidizes transportation services through three separate coupon programs depending on the rider's trip purpose. Those programs include the personal taxi,

medical taxi and work taxi program. Each program has their own eligibility, documentation and trip purpose requirements.

The contracted taxi company provides rides under the three taxi programs at a reduced cost through an agreement with the City of Olathe. The coupons "pay for" a one-way door-to-door trip in a taxi or city-owned wheelchair lift-equipped vehicle. The cost of each coupon is \$3.50, sold in books of ten coupons for \$35.00. The taxi contractor is required to accept coupons and provide service from Monday through Saturday, 6:00 a.m. to 7:00 p.m., as well as operational hours that exceed the required service periods and days. The program requires participants to reserve a ride with a participating cab company at least one hour prior to being picked up.

The total cost for each contracted one-way taxi trip is \$12.50, and is paid to the contractor by the city. Subtracting the subsidized user fare of \$3.50, the net cost for each one-way trip is \$9.00. In 2013, Olathe's taxi coupon/voucher program provided 42,000 trips, resulting in an annual net cost to Olathe of \$380,000. The program has been funded through the Federal Transit Administration (FTA) Section 5310, Job Access Reverse Commute (JARC) and New Freedoms Programs and a 50 percent local match by the City of Olathe General Funds and the Health Care Foundation of Greater Kansas City. In Lee's Summit 17,112 demand-response trips were provided in 2014 using the KCATA MetroFlex and OATS at a cost of \$9.30 per trip after accounting for the collected fares.

While the cost per rider for Olathe's taxi coupon/voucher program is somewhat lower than what is being spent for service in Lee's Summit, there are some caveats to consider.

- 5307 funds used for current demand-response service in Lee's Summit would no longer be eligible, given the eligibility restrictions would no longer make it general public transportation.
- Additional staff support may be needed for administration of the city sponsored taxi voucher program.
- Capacity and mode of taxis would limit scope to make service more efficient through grouping trips
- There is limited access to accessible vehicles in taxi voucher program unless the city purchases their own.
- Contracted rates for taxi programs are subject to change based on expected ridership and service area. An independent quote would be required before an official rate could be determined for the Lee's Summit area.
- Olathe city staff has expressed difficulty attracting multiple taxi operators to bid on contract.

With these factors in mind, switching to a taxi voucher program may be less expensive than what the city currently pays on a cost per rider basis, however, capacity, on-time performance, city staffing requirements and budget concerns may limit the ability for the city to address demand growth. At the rate of \$9 per one-way trip, the budget required for the taxi program to serve the city's potential demand of 171,289 annual one-way trips, estimated earlier in this report, would be near \$1.5 million.

In addition to the taxi voucher programs on the municipality level, KCATA is in the process of implementing a regional taxi voucher pilot program. This project would provide accessible taxi trips to elderly and disabled persons throughout a five county region including Clay, Jackson



and Platte Counties on the Missouri side, as well as Johnson and Wyandotte Counties on the Kansas side. The program's main purpose is to fill potential gaps in the region where accessible transit is not provided currently. Existing gaps in service not only correspond with geographic boundaries, but also gaps in service related to certain days and times. The regional taxi voucher pilot program will address some of these gaps experienced by elderly and disabled persons needing assistance accessing resources across the region. The results of this pilot program should be followed closely prior to making a switch to a taxi voucher program.

The subsequent strategies expand transit services or increase the level of service from what is currently offered in Lee's Summit. Strategy 3 introduces a hybrid of fixed-route type services in areas of Lee's Summit where there is a large amount of potential transit ridership and demand-response services where ridership is comparably lower.

### Strategy 3 – Include Small-Area Fixed-Route with Citywide Demand-Response

The third strategy provides citywide demand-response service, but also introduces fixed-route service with one-hour frequency into an area of Lee's Summit with the highest potential for transit ridership. One-hour regularly scheduled fixed-route service is offered in other areas of the region including the cities of Independence, Kansas City, Missouri, and Kansas City, Kansas. The fixed-route area was defined by using demographic and employment data, key attractions and existing transit data that identified where a high number of trips from OATS and MetroFlex services were generated. Developing fixed-route service could focus on a broad geographical area or on particular corridors that have higher levels of population and/or employment density, and have residents with a higher need or propensity to use transit. It should be noted that this strategy includes a route that extends past the designated area to provide service to Longview Community College, which is the most popular destination for OATS riders. General public demand-response service would also be available outside of the fixed-route area. This strategy would provide general public transportation service for the entire city, while allowing those residents and employees living within the fixed-route zone—over 44 percent of the city's total population—the flexibility of using a regularly scheduled, local bus service. This would provide general public transportation access to a greater number of Lee's Summit residents at a generally lower cost per rider. Different parts of Lee's Summit may be served by different demand-response routes, and the various demand-response and fixed-route vehicles could meet at one location to allow passengers to transfer between routes. This would represent an increase in overall transit service over previous strategies. Portions of the city may still be underserved when covered solely by demand-response vehicles.

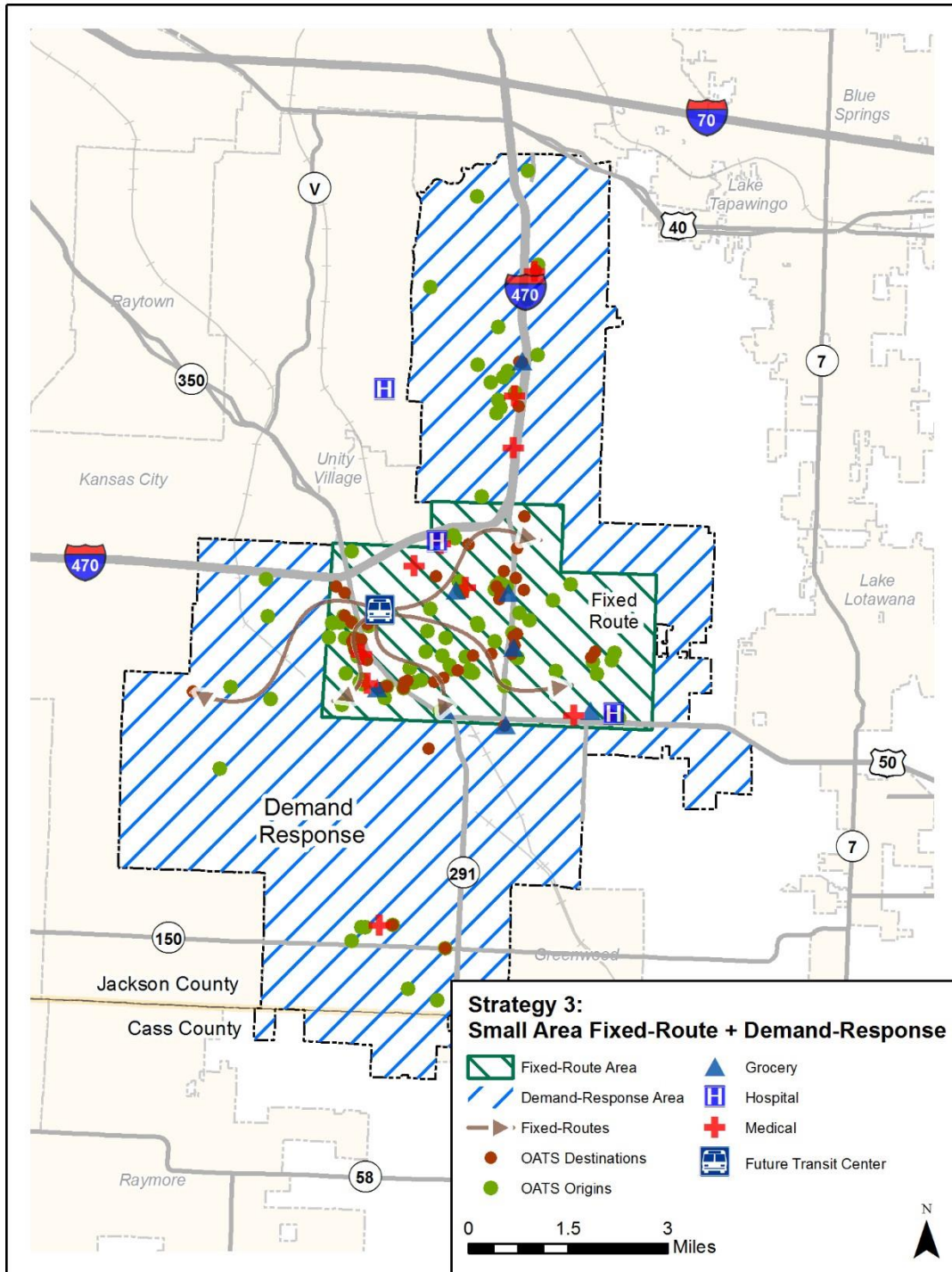
Should the city decide to later expand the fixed-route system to more areas of the city, this strategy could be used as a transition and allow the city to identify those areas and alignments best served by a fixed-route. Figure 24 illustrates how fixed-routes may operate in a defined service area in Lee's Summit. The map also refers to a transit center located near the Chipman Road Park & Ride lot.

Table 12 lists the costs and projected ridership for Strategy Three. The cost per rider decreases from Strategies 1 and 2, and ridership nears 80,000 in this strategy.

**Table 12: Strategy Three - Estimated Costs and Ridership**

	<b>Cost</b>	<b>Ridership</b>
<b>Demand-Response</b>	\$51,023	2,954
<b>Fixed-Route</b>	\$441,426	72,973
<b>Complementary Paratransit</b>	\$136,842	3,648
<b>Total</b>	<b>\$629,292</b>	<b>79,575</b>
<b>Cost per rider</b>	\$7.91	-/-

Figure 24: Strategy Three - Citywide Demand-Response, Small Area Fixed-Route



Source: April 2015 OATS Ridership Data

## Strategy 4 – Expand Fixed-Route Service Citywide

The fourth strategy to meet projected transit demand in Lee's Summit would implement a robust fixed-route system throughout the city. As an enhancement over the previous strategy, this fixed-route system would cover most of the city at a half-hour frequency. One-hour regularly scheduled fixed-route service is offered in other areas of the region including the City of Independence. Regularly scheduled fixed-route service with a frequency of half hour or less is offered in portions of Kansas City and St. Joseph in Missouri, and Kansas City, Lawrence, and Topeka in Kansas. A complementary paratransit service would provide transit service for residents within the service area of the fixed-route system who, because of mobility impairment issues, are unable to access the fixed-route system. This also means the demand-response system operated by OATS would duplicate service and may no longer be necessary in Lee's Summit.

The fixed-route system would operate six days a week, at an all-day service span. Defining the specific route structure or layout of the system can be performed at a later point, but it should be noted that the route system could be one of several types, such as the following:

- A radial system would have several linear routes originating from a central point. This could be structured to provide relatively direct trips between the central point and points along the routes or at the terminus. This type of system structure may require more routes to cover a given area, and in many cases would require passengers to first travel to the central point and transfer to another route in order to travel to another location in the system.
- A loop system would cover the city in a series of loop-shaped routes. Similar to a radial system, these loop routes could converge from a central point. A loop system can cover large amounts of area, but may require additional travel time for passengers since routes to major destinations may take circuitous paths. A loop route could operate as uni-directional or bi-directional. A uni-directional route would be less expensive to operate, but it may be less attractive in situations where passengers face a potentially long trip in the opposite direction to reach a destination.
- A grid system would place routes on major- and minor-arterial streets in a grid-like fashion. Travel along these corridors would be easy and straightforward, but travel through different sections of the city could require transferring among multiple routes. Grid systems operate well with multiple high-frequency routes, because timed transfers are difficult to achieve at different locations across multiple routes. Grid systems operate less efficiently where routes are lower in frequency, as the amount of time required to move across the system makes it less attractive to potential passengers.

Both radial and loop systems can be structured to operate as a “pulse” system, where multiple routes could converge at the same location at the same time and allow passengers to easily transfer from one route to another without excess amounts of waiting. A grid system is likely not feasible at this time in Lee's Summit. Additional analysis would be needed to determine the most appropriate system structure prior to implementing a new fixed-route system in Lee's Summit.

An illustrative radial example is shown in Figure 25.

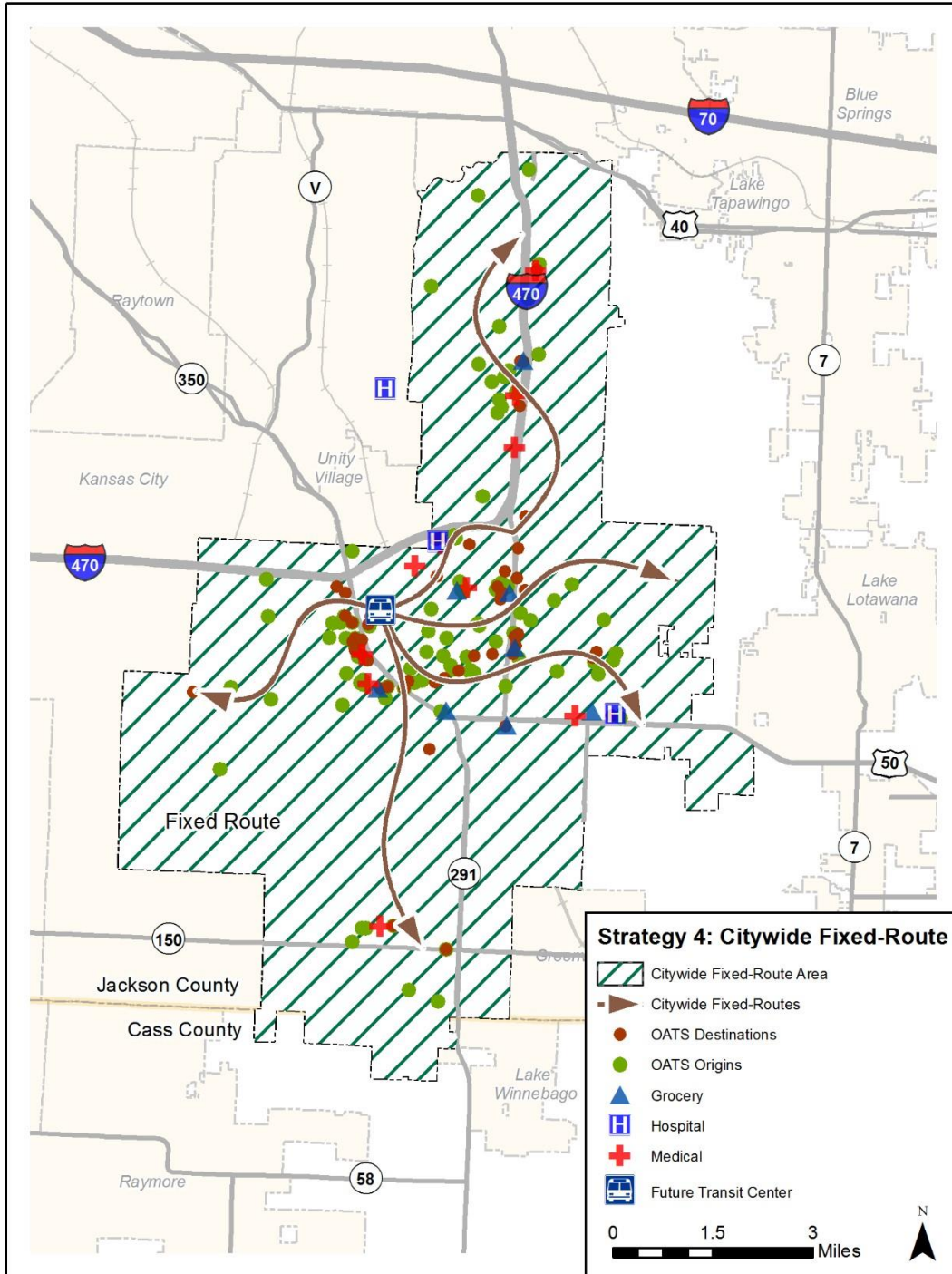
Table 13 displays the costs and projected ridership for Strategy Four. The cost per rider is below that of Strategy Three, and offers citywide transit service. Strategy Four was examined under both a 60-minute and 30-minute frequency. A system with a 30-minute frequency would attract an additional 65,266 fixed-route transit trips; the cost per rider would increase from \$7.50 to \$10.78.

**Table 13: Strategy Four - Estimated Costs and Ridership**

	Cost		Ridership	
	60-Minute Frequency	30-Minute Frequency	60-Minute Frequency	30-Minute Frequency
<b>Demand-Response</b>	-/-	-/-	-/-	-/-
<b>Fixed-Route</b>	\$987,016	\$1,974,031	163,166	228,432
<b>Complementary Paratransit</b>	\$296,104	\$592,209	8,158	11,422
<b>Total</b>	\$1,292,991	\$2,585,981	171,324	239,853
<b>Cost per rider</b>	\$7.50	\$10.78	-/-	-/-



Figure 25: Strategy Four - Citywide Fixed-Route Service Area



Source: April 2015 OATS Ridership Data



## Discussion of Strategies

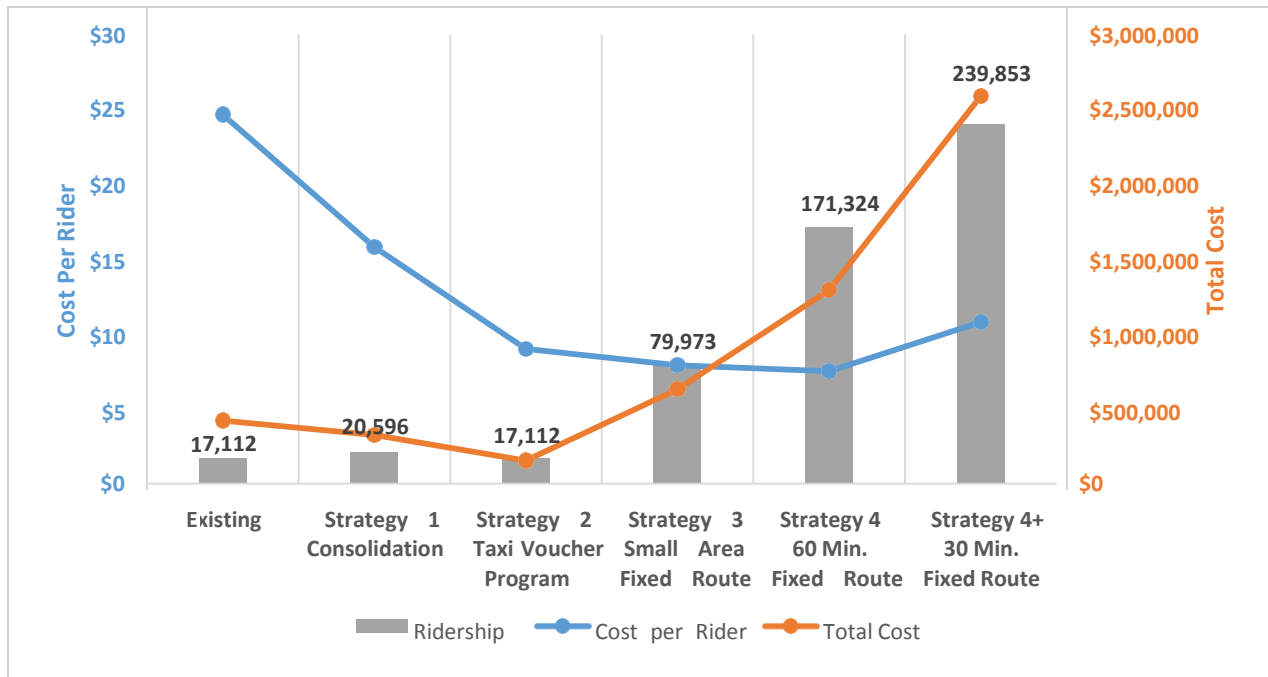
The strategies described above move across a spectrum that utilizes additional investment in local transit to serve increasing numbers of Lee's Summit residents, at a lower cost per rider. Table 14 and Figure 26 summarize the costs, ridership, and cost per rider of the various strategies. The cost per rider reaches its lowest during Strategy 4, which provides citywide fixed-route service.

**Table 14: Summary of Costs and Ridership by Mode and Strategy**

		Existing	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 4+
Demand-Response	Ridership	17,112	20,596	17,112	2,954	-/-	-/-
	Cost	\$420,773	\$325,011	\$154,008	\$51,023	-/-	-/-
Fixed-Route	Ridership	-/-	-/-	-/-	72,973	163,166	228,432
	Cost	-/-	-/-	-/-	\$441,426	\$987,016	\$1,974,031
Complementary Paratransit	Ridership	-/-	-/-	-/-	3,648	8,158	11,422
	Cost	-/-	-/-	-/-	\$136,842	\$296,104	\$592,209
Total	Ridership	17,112	20,596	17,112	79,973	171,324	239,853
	Cost / Rider	\$24.63	\$15.78	\$9.00	\$7.91	\$7.50	\$10.78

Notes: Strategy 4+ represents Strategy 4's frequency increased from 60-minutes to 30-minutes. Strategies 1, 3 and 4 assume service operates six days per week.

**Figure 26: Summary of Costs and Ridership by Strategy**



## Recommended Transit Amenity Improvements

The transit environment in Lee's Summit can be supported by other elements in addition to modifying the type of transit service within the city. These other elements include improving the bus stop infrastructure to increase comfort and usability for transit users, ensuring that the environment surrounding bus stops are ADA accessible, and increasing the ability of Park & Rides to serve Lee's Summit residents.

### Bus Stop Improvements

The presence of well-developed bus stop infrastructure, along with a supportive pedestrian network, can make transit more attractive to existing and potential users. The physical infrastructure that supports transit ridership is composed of both micro-level site improvements at the bus stop and in its immediate vicinity and the broader pedestrian and bicycle network and infrastructure that connects the user's point of origin with the bus stop. This section will focus on the micro-level site improvements that could make passenger experience at the bus stop safer and more enjoyable.

Additional elements can provide a higher level of comfort for passengers and may increase the attraction of transit for potential users. These additional elements can be appropriate at stops or locations that experience higher numbers of passengers or are necessitated by safety or traffic conditions. These additional elements can include:

- Protection from elements
- Benches for users' comfort
- Additional information, including route timetable with destinations and broader system information
- Bus pull-out where appropriate and necessitated by traffic conditions
- Cross walk elements at mid-block stops across the street from major destinations

The specific characteristics of transit infrastructure can vary depending on the adjacent land use that transit is intended to serve. Oftentimes, these specific characteristics can be summarized as making the pedestrian connection more direct, defined, and safe between the passenger point of origin and the curb where passengers would alight or board a transit vehicle. Ideally, improvements for site infrastructure to become more amenable with transit usage (and pedestrian or bike usage in general) should be planned for in the site development process; however, relatively inexpensive modifications may be done even after the site is fully developed.

### Commercial or business development

Features typical in commercial or business development often place emphasis on those users arriving and parking in a car, rather than users arriving via transit or as pedestrian. As such, dominant parking lots are often situated between the street and the actual building entrance, with limited or non-existent designated pedestrian connections between the street and the building entrance. Enhancing the connection between the land use and bus stop could occur through coordinating the development with the location of the bus stop. Specifically, this coordination could take the form of:

- Defining walkways through parking lots or gates
- Locating and orienting buildings to place parking at rear and side of building and building adjacent to street and existing pedestrian network

## Residential development

Typical suburban residential development often presents particular challenges in being served by transit. Much of this challenge is created by particular elements of suburban residential design. Curvilinear sidewalks separated from the roadway by wide swaths of landscaping may require transit users to walk through grass / snow to access a transit stop. Walled communities may restrict access to a limited number of entry and exit points. Even multi-family housing may use elevated berms or landscaping to direct and limit pedestrian access. For residential development near transit stops, site development modifications may include:

- Beginning curvilinear sidewalks after bus stop
- Providing gated connection near the bus stop into adjacent gated communities
- Installing direct sidewalks to bus stops

## Public Infrastructure

The built environment, such as streets that are controlled by municipalities and counties, presents challenges in delivering transit to the adjacent commercial or residential developments. Many of the major activity centers or residential concentrations in Lee's Summit are on or near streets that can generally be described as wide, high-speed arterials traveling at speeds excess of 40 miles per hour. Crosswalks across many of these facilities occur only every half mile. The limited crossing opportunities and the environment of walking along and across these major arterials creates a more challenging experience for transit users and pedestrians in general. Many of the elements that would make a street friendlier for pedestrians and transit users (as well as bicyclists) are captured in the term Complete Streets that are designed to accommodate these users, as well as automobile traffic. Some of the modifications to better accommodate pedestrians and transit users may include:

- Designing intersections with pedestrian bulb-outs to narrow crossing distances
- Including pedestrian refuge areas
- Installing planting strips between the sidewalk and traffic lanes
- Using pedestrian-scale design, with street lights scaled to pedestrians, street furniture, and landmarks to make the walking experience more interesting
- Implementing road diets, where feasible and within the context of the functional classification system, to improve safety and accommodate additional pedestrian or bicycle components.

## ADA – Accessibility Guidelines

Bus stops are subject to the Americans with Disabilities Act (ADA). Title II and Title III of the ADA affect bus stop planning, design, and construction. Specifically, the federal Department of Transportation ADA Standards for Transportation Facilities (2006) “apply to facilities used by state and local governments to provide designated public transportation services, including bus

stops and stations.”<sup>3</sup> While addressing physical dimensions, the ADA also involves accessibility between the origin point and the final destination, including a path that is free of obstacles. Below are some general guidelines for ADA conformance. For more specific information, refer to the additional resources.<sup>4</sup>

- Examine for obstacles between where passenger would alight from bus stop to the surrounding destinations. Protrusions that are higher than 27 inches and lower than 80 inches may be difficult for a person with a visual impairment to detect with either a cane or a dog.
- Ensure surfaces are stable and slip resistant, with beveling on edges that can't be eliminated. Drops greater than one-half inch or a surface grade steeper than 1:20 requires a ramp. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.
- Include signs at the bus stop that provide route designations, bus numbers, destinations, and access information must be usable by transit riders with visual impairments.

Figure 27 displays an example of a shelter design that meets ADA requirements.

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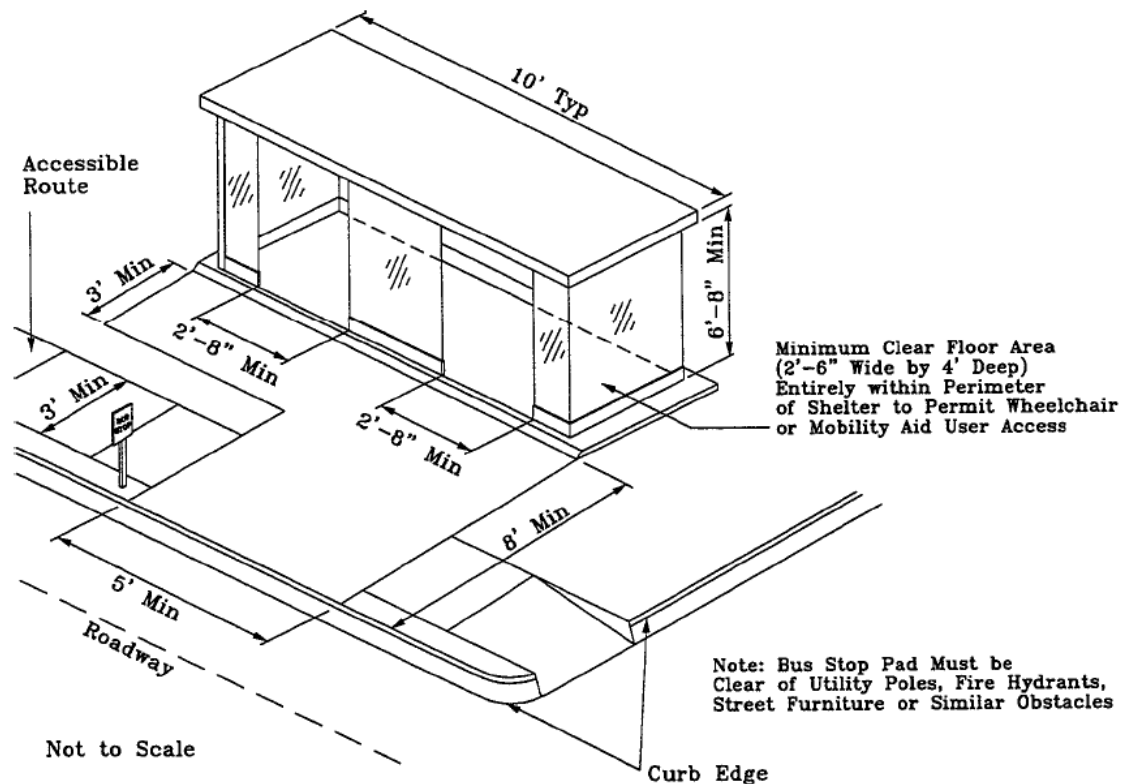
<sup>3</sup> <http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards>

<sup>4</sup> Additional Resources:

*Americans with Disabilities Act: Accessibility Guidelines for Buildings and Facilities, Transportation Facilities, and Transportation Vehicles.* U.S. Architectural and Transportation Barriers Compliance Board, Washington, D.C., 1994.

*Accessibility Handbook for Transit Facilities.* Federal Transit Administration, Report No. FTA-MA-06-0200-92-1, July 1992.

Figure 27: Shelter Design Example to Meet ADA Requirements



Source: Texas Transportation Institute. 1996. TCRP Report 19. Guidelines for the Location and Design of Bus Stops. Washington, D.C: National Academy Press. Note: While this graphic is from 1996, the access measurements still comply with the Department of Transportation's 2006 ADA standards.

## Park & Rides

Only one Park & Ride is located in Lee's Summit, but those amenities serve an important function of transit serving Lee's Summit residents. In the near future, there may be a need for development of additional Park & Rides to serve the commuter market, and to examine ways to increase the sense of presence exhibited by Park & Ride facilities.

The following strategies may allow Park & Rides to better serve Lee's Summit residents.

**Greater sense of presence:** Larger, elevated monument signs visible from adjacent major streets and highways would advertise the presence of Park & Ride services to potential users and affirm that existing users can leave their cars without fear of towing.

**Site location conducive to freeway access:** Developing Park & Rides that are directly adjacent to the major arterial streets with highway access may allow one route to easily serve multiple park & rides.

## Funding

Lee's Summit is an Urbanized Area (UZA) that is distinguished as a separate area of the Kansas City Metropolitan Area. Much like other cities across the nation, Lee's Summit receives UZA funding from the FTA. Lee's Summit is designated as a UZA "50,000 to 199,999" in population, falling in the same category as cities like Lawrence, Kansas and Columbia, Missouri. Each year Lee's Summit is appointed Section 5307 funding, which leaders strategically use to further transit service in the area. The complete use of these funds is not required and funds awarded must be spent within 3 years or they are re-allocated

As of 2015, Lee's Summit had been awarded \$1,000,086 in UZA 5307 funding. Table 15 represents the 5307 Funding that has been awarded to Lee's Summit for the last 5 years.

**Table 15: Lee's Summit 5307 Funding (2010 - 2015)**

Year	Allocation	Year to Year (+/-)
2010	\$822,775	-/-
2011	\$824,974	\$2,199
2012	\$826,787	\$1,813
2013	\$565,220	(\$261,567)
2014	\$1,203,430	\$638,210
2015	\$1,000,086	(\$203,344)

Due to the large fluctuation in allocations, it is difficult to project future budgets. In the 2009 Lee's Summit Transit Demand Assessment Study, a 3.5 percent increase was assumed and used to project future budget increases. Seeing as this was nearly a decade ago, many things have changed, so using the same methodology may not be appropriate. Another problem with forecasting allocation levels is the current situation of MAP-21, which was extended only to July 31st, 2015. One of the only factors Olsson can assume will stay the same is Lee's Summit being classified as a UZA with a population between 50,000 and 199,999, keeping Lee's Summit in the same level of funding with other similarly sized cities. Even the "Annual Report on Funding Recommendations (Fiscal Year 2016)" is unclear on the state of 5307 funding.

The flexibility of 5307 funds allows for many different opportunities with operating and capital projects. 5307 funds can be used to cover 80 percent of the total project cost. A local match is also required with use of the funding. For example, the City of Lee's Summit allocated \$103,926 to OATS for citywide demand-response service. In the 2009 Final Transit Demand Assessment, Lee's Summit's first priority was to use this money for Lee's Summit projects, but their next objective was to ensure that all the funds are at least used within the metropolitan area. The secondary objective allows for the possibility of these funds being used to support KCATA services, Route 152, or underfunded services or projects in surrounding areas like Blue Springs, Independence, or Raytown.



## Conclusion

The transit service alternatives described in this document represent incremental development of a local public transit system within the City of Lee's Summit. Each progressive strategy would allow more people access to public transit while the unit cost of providing the service decreases. Prior to making any recommendations for significant changes to existing service, such as Strategies 2 through 4+, additional analysis of potential services and citywide consensus building should be undertaken. The table below summarizes the costs, ridership, and cost per rider of the various strategies. The cost per rider reaches its lowest during Strategy 4, which provides citywide fixed-route bus service.

**Table 16: Summary of Costs and Ridership by Mode and Strategy**

		Existing	Strategy 1	Strategy 2	Strategy 3	Strategy 4	Strategy 4+
Demand-Response	Ridership	17,112	20,596	17,112	2,954	-/-	-/-
	Cost	\$420,773	\$325,011	\$154,008	\$51,023		
Fixed-Route	Ridership	-/-	-/-	-/-	72,973	163,166	228,432
	Cost				\$441,426	\$987,016	\$1,974,031
Complementary Paratransit	Ridership	-/-	-/-	-/-	3,648	8,158	11,422
	Cost				\$136,842	\$296,104	\$592,209
Total	Ridership	17,112	20,596	17,112	79,973	171,324	239,853
	Cost	\$420,773	\$325,011	\$154,008	\$629,292	\$1,292,991	\$2,585,981
	Cost / Rider	\$24.63	\$15.78	\$9.00	\$7.91	\$7.50	\$10.78

*Notes: Strategy 4+ represents Strategy 4's frequency increased from 60-minutes to 30-minutes. Strategies 1, 3 and 4 assume service operates six days per week.*

An increase in transit investment would yield progressively higher transit usage, which would result in improved cost efficiency and effectiveness. An example of this progression can be illustrated by comparing the costs to serve the projected level of transit demand through the existing demand-response services with the costs of a fully developed fixed route alternative serving that same level of projected demand.

Lee's Summit's current services cost approximately \$420,773 to operate annually. This level of service provided over 17,112 one-way trips in 2014, at a rate of nearly \$25 per trip. Earlier in the document, Lee's Summit's calculated annual need for internal one-way transit trips was estimated to reach 171,289, or 154,177 more than what is currently being served. If the City of Lee's Summit was to serve this level of demand with the existing demand-response services, total annual costs could climb to as much as \$4.2 million. However, if a fixed route transit system served that same level of demand, total costs are expected to be closer to \$1.29 million, or \$7.50 per trip. While these levels of investment are much larger than what is currently made for transit, an improved quality of service and an increased number of Lee's Summit residents served would follow. The existing demand-response services are limited with their capacity and are far less efficient than a fixed-route system serving the same area. Implementing a fully developed fixed-route system in Lee's Summit would provide a regularly scheduled service and be available for all Lee's Summit residents. Benefits could also be achieved by increasing the amount of existing KCATA fixed-route services as they travel near Lee's Summit. Particularly,

adding frequency and midday service to Route 152 – Lee's Summit Express and adding frequency and commuter peak service to Route 251 – TMC Lakewood Connector, increasing the usability of the service for Lee's Summit residents.

In addition to the local transit alternatives to consider, there are also several ways the city can enhance accessibility in Lee's Summit, including: improving the existing transit infrastructure, considering walkability in future development and better aligning regional services with local needs.

These local improvements include identifying ways that bus stop infrastructure can make transit more attractive to existing and potential users by offering protection from the elements, route and system information, and comfort and safety amenities such as benches, bus pull-outs, and crosswalk improvements. In addition, commercial and residential site development standards can be improved to provide more direct, comfortable pedestrian access to transit. Park & Rides could be improved to provide a greater sense of presence and locations chosen that are more conducive to freeway access.

Appendix A:

Evaluation of KCATA MetroFlex and OATS in Lee's Summit

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# MEMO

	Overnight
	Regular Mail
	Hand Delivery
	Other: Email

TO:	Michael Park, City of Lee's Summit
CC:	Chuck Ferguson (KCATA), Shawn Strate (KCATA), Sara Davis (OATS)
FROM:	Mark Swope, Olsson Associates
RE:	Evaluation of KCATA MetroFlex and OATS for service provision in Lee's Summit.
DATE:	October 27 <sup>th</sup> , 2015
OA PROJECT #:	013-2967,6,1

This memo compares the existing service characteristics, efficiency, performance and costs of both the KCATA MetroFlex service and the OATS demand-response service in Lee's Summit. Conclusions from this analysis can be used to inform decision makers when deciding how demand-response transit service should be provisioned in Lee's Summit. In this evaluation, demand-response transit service is assumed to remain a viable and preferred method of transit service to meet the transit needs in Lee's Summit, as opposed to other intra-city transit alternatives. While the purpose of this memo is to compare aspects of the two existing transit services, subsequent documents will identify unmet demand, projected demands, and transit alternatives including recommendations for the continuance or discontinuance of the demand-responsive services evaluated herein.

## Service Descriptions and Ridership

The city of Lee's Summit currently contracts with both the KCATA and OATS for demand-response transit services. While each contractor provides a similar type of transit service, each service has slight differences. Table 1 describes the operating characteristics of both services.

**Table 1: KCATA & OATS Operations Comparison**

	KCATA (MetroFlex)	OATS (Lee's Summit)
<b>Days of Service</b>	Weekdays	Weekdays
<b>Service Span</b>	8:00 a.m. - 5:30 p.m. (9.5 hours)	7:00 a.m. – 6:30 p.m. (11.5 hours)
<b>Service Area</b>	Central area of Lee's Summit	Within Lee's Summit city limits
<b>Peak Vehicles</b>	2	3*
<b>Wheelchair User Rate</b>	Not Available	8%
<b>Daily Platform Hours</b>	17.7	22.0
<b>Average Daily Ridership</b>	34	33
<b>Annual Ridership</b>	8,670	8,415
<b>Advanced Reservation</b>	24 hours	24 hours
<b>Fare</b>	\$1.50	\$2.00
<b>Reduced Fare</b>	\$0.75	n/a
<b>Driver Assistance</b>	Curb-to-curb	Door-to-door
<b>On-time window</b>	10 minutes	Driver communicates with passenger day before trip
<b>Vehicle wait time</b>	5 minutes	5 minutes
<b>Package limits</b>	6	No bulk items
<b>Late cancel policy</b>	As soon as possible	As soon as possible, rider contacts driver

Notes: (\*) OATS can assign additional vehicles to serve Lee's Summit when needed.

The main differences between the two transit services are the eligible service areas, availability of additional vehicles and the assistance provided by drivers. OATS provides transportation for riders anywhere within the city limits of Lee's Summit while KCATA's MetroFlex only travels within the central region of the city. The MetroFlex service area can generally be described as bounded by Pryor Road and Todd George Parkway on the east and west, and I-470 and US-50 on the north and south. The southern boundary extends to portions of Persels Road and Longview Road. OATS also offers greater assistance to riders by designating their service as door-to-door, while the MetroFlex offers curb-to-curb style service. This distinction is relevant for those with disabilities and the elderly. Finally, OATS has the ability to add capacity by assigning additional vehicles during times of peak demand, whereas, the MetroFlex is limited to only two vehicles at any given time. This ability to meet capacity is a function of contract terms; OATS charges Lee's Summit by the rider; whereas Lee's Summit's contract with the KCATA is determined by hours of service. KCATA and OATS both utilize vehicles with similar passenger capacity.

The figures on the following pages were used to demonstrate the availability of OATS versus the MetroFlex and how Lee's Summit residents can be best served. Figure 1 shows 2013 population density within Lee's Summit. Examining the population shed within and outside the MetroFlex service area plays an important role in analyzing whether the transit options are



servicing the population in the most effective and efficient manner. The MetroFlex route is available to 31.5 percent of the city's total population, based on its service area. The OATS service is offered to anyone within the city limits, whereas, the MetroFlex is only available within the area symbolized by the green boundary in Figure 1. The areas where transit is accessible only by OATS services include sections of the city north of Colbern Road, south of Scherer Road and east of Todd George Parkway.

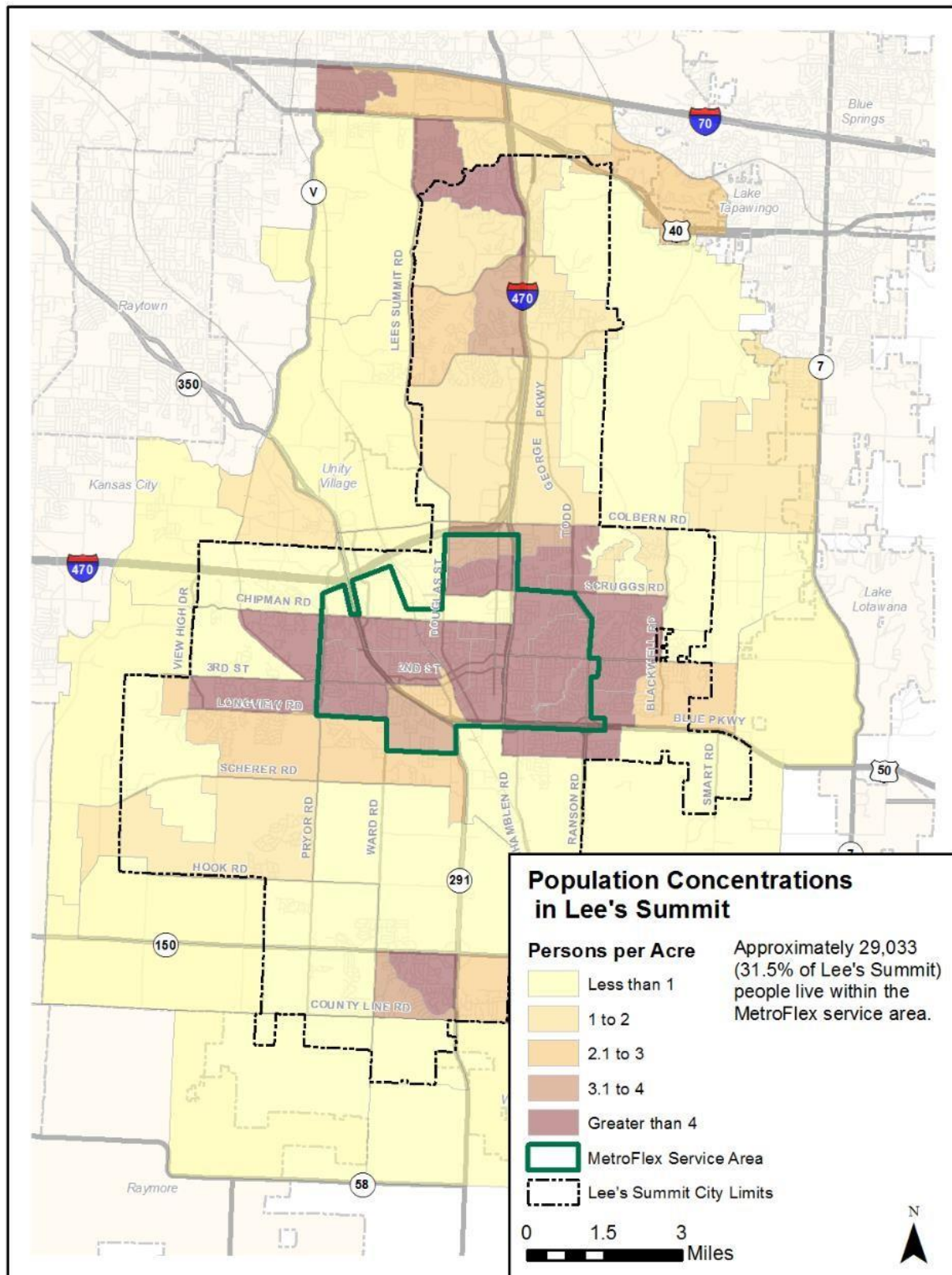
Figure 2 displays the job concentrations in Lee's Summit, (2011), and local transit's ability to serve those places of employment. 55 percent of the jobs in the Lee's Summit are located in the MetroFlex service area. The jobs outside the MetroFlex area would be accessible using the OATS service.

During the month of April 2015, a total of 764 one-way trips were provided by OATS. OATS passenger trip origins were mapped in Figure 3. Considering a majority of origins occurred in the MetroFlex service area, there is a noticeable overlap of services provided. While there are some popular origins outside of the MetroFlex service area, 64 percent are within the MetroFlex boundary. These trips, however, do not necessarily end within the MetroFlex boundary.

Further analysis of the origin residence locations identified 104 addresses (users) during the month of April. Of the 104 residential addresses, 30 originated from multi-family residential addresses, accounting for 75 of the 406 recorded residential origin trips. While only nine users took more than ten trips during the entire month of April, the remaining users included 45 percent taking one trip and 44 percent taking anywhere between two and nine trips in April 2015.

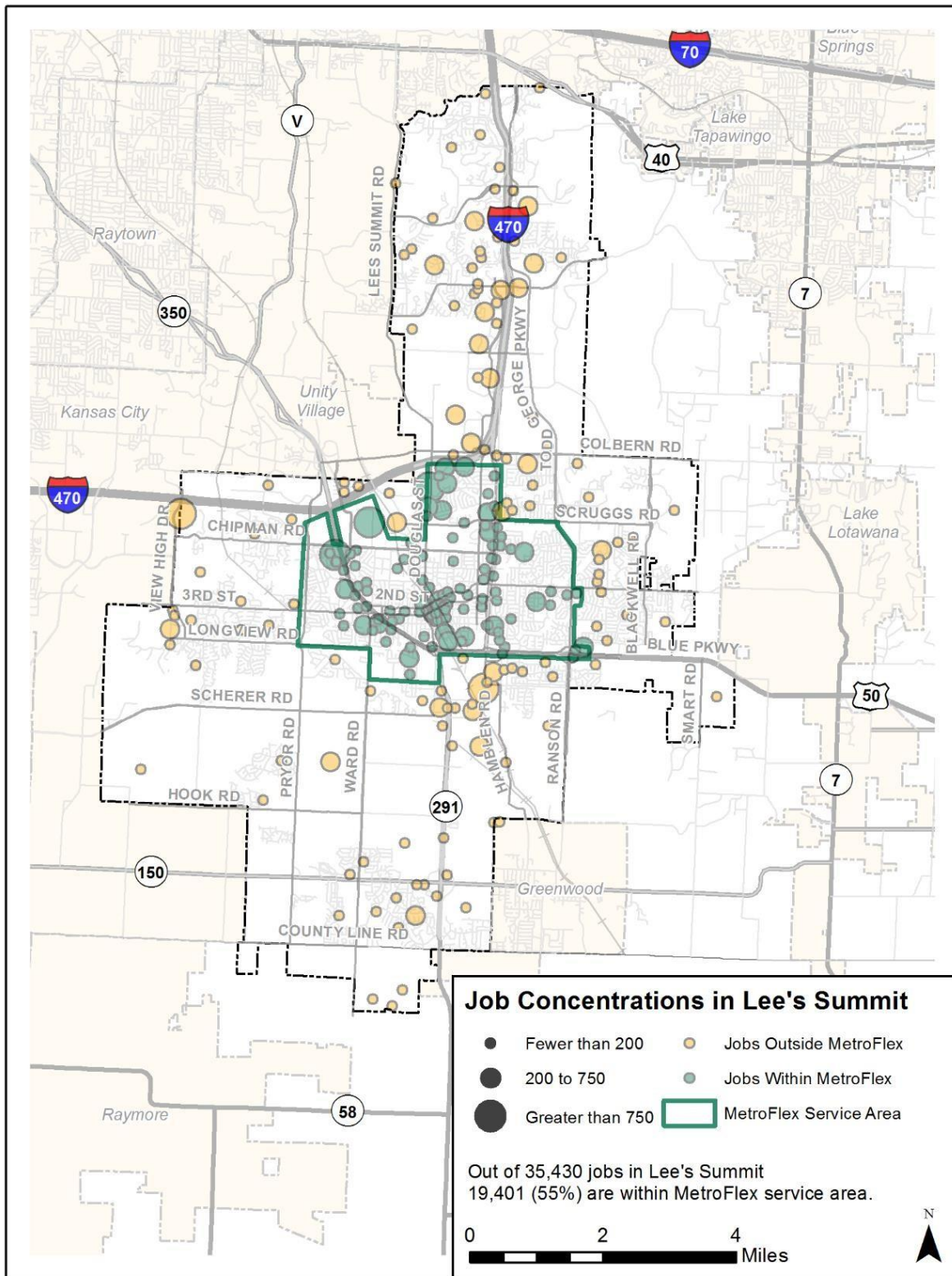
Figure 4 displays the OATS passenger destinations from April 2015. Of the total trips made in that month, 70 percent of the OATS destinations were also located within the MetroFlex service area. These destination findings show an even larger rate of trips located within the MetroFlex service area than the origin locations previously displayed in Figure 3. When considering both these maps together, there is a clear majority of productions and attractions located in the central part of the city, currently serviced by both the MetroFlex service and the OATS service. This demonstrates the appeal and benefit of city residents having access to one transportation provider that would meet their city-wide transportation needs.

Figure 1: Access to Transit



Source: U.S. Census Bureau, ACS 2009 - 2013 5-year data.

**Figure 2: Job Concentrations in Lee's Summit**

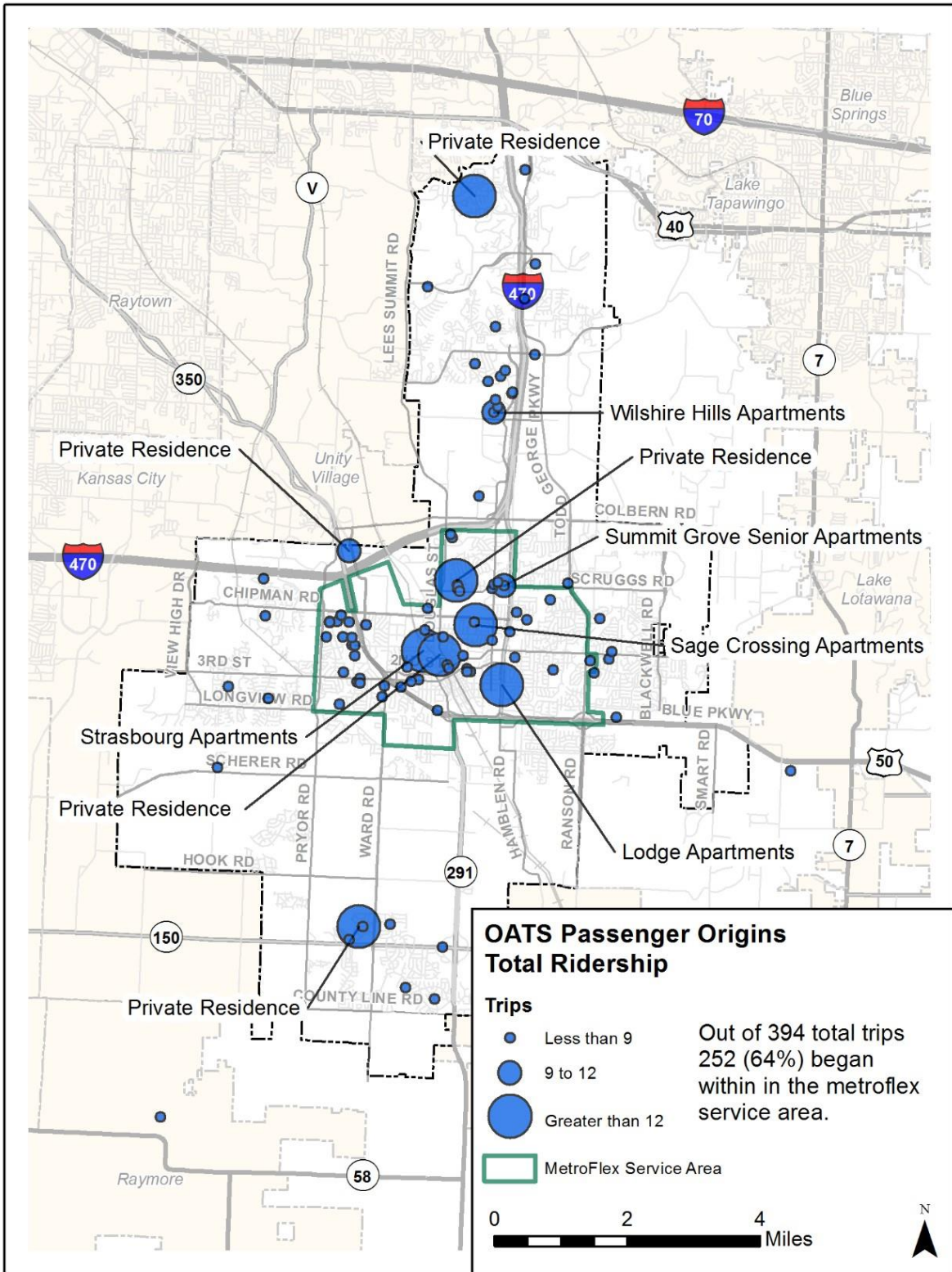


Source: 2011 LEHD Employment Data

Note: Points represent multiple employers (10 or more employees) in a given census block.

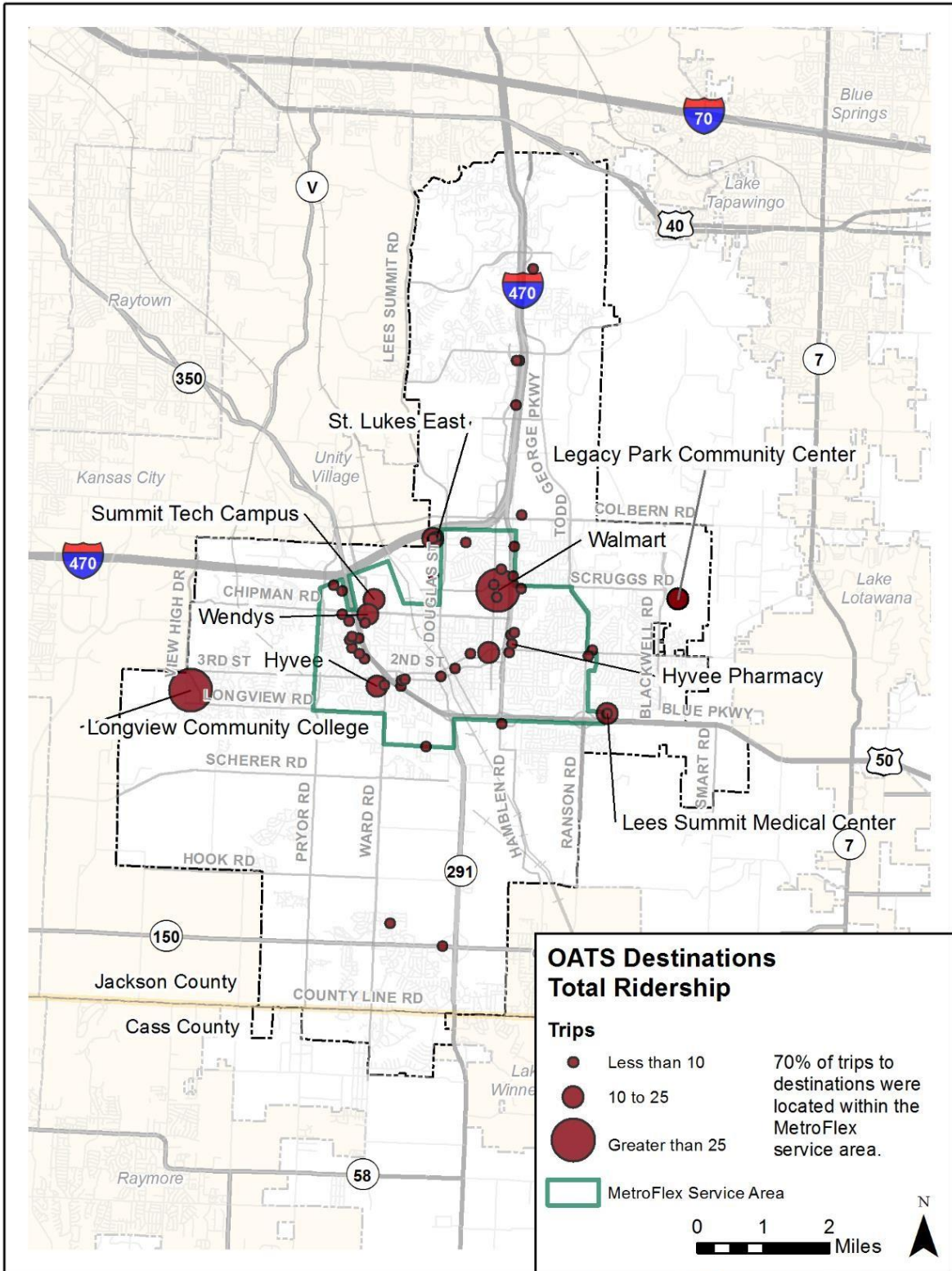


Figure 3: OATS Passenger Origins (April 2015)



Source: OATS 2015 April Ridership Data  
Note: Only origins with 10 or more trips are labeled.

**Figure 4: OATS Passenger Destinations (April 2015)**



Source: OATS April 2015 Ridership Reports  
 Note: Only destinations with 10 or more trips are labeled.

## Service Cost

The cost of providing transit service is a fundamental consideration in the decision making process. An evaluation of the cost associated with the provision of transit service by the KCATA and OATS in Lee's Summit was conducted. This evaluation determined that the KCATA's total annual cost of providing the current MetroFlex service in Lee's Summit is approximately \$260,000 while the annual cost of providing the current OATS service in Lee's Summit is approximately \$152,000.

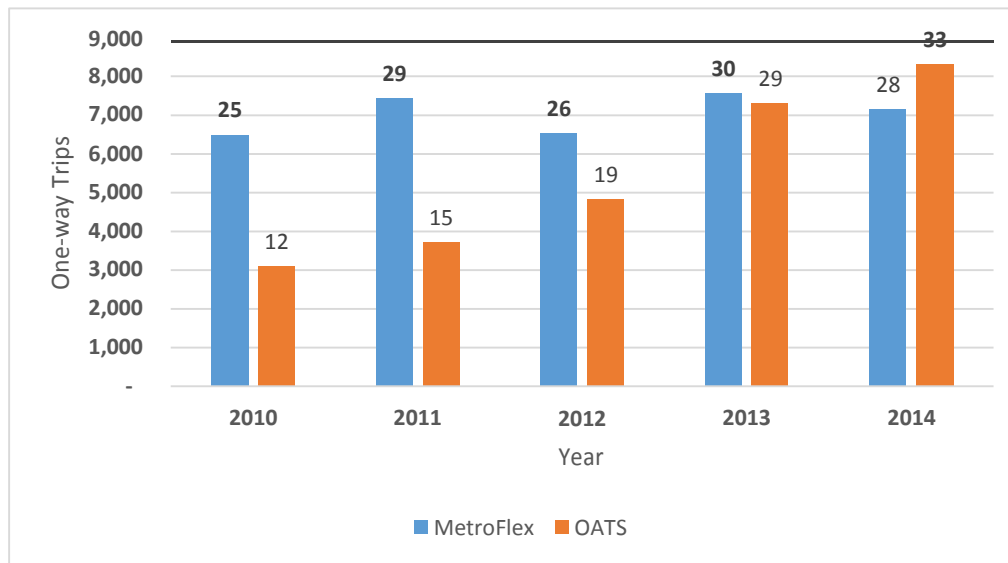
Differences between the two services can be attributed to different operating procedures of each service. KCATA service is governed by a contract with Lee's Summit that specifies the amount of service hours provided, regardless of demand, whereas, the OATS contract with Lee's Summit is based on a per rider served, which allows OATS to vary the amount of drivers and vehicles supplied. In addition, KCATA MetroFlex drivers operate under a union contract, which results in a higher base pay and benefits than received by OATS drivers. OATS drivers by contrast receive no benefits, and several operate part-time. Higher KCATA cost can also be attributed to a higher number of deadhead miles resulting from KCATA housing their vehicles near downtown Kansas City, Missouri. This results in an additional 40 miles per day per vehicle before the driver can enter revenue service. OATS drivers store their vehicle at their residence, located within or near Lee's Summit.

## Service Efficiency

Figure 5 displays the level of ridership for the two services from 2010 to 2014. While the MetroFlex has experienced steady ridership since 2010, OATS had nearly three times as many riders in 2014 as they did four years before. The MetroFlex has averaged around 25 to 30 one-way trips per day, but in 2014 OATS surpassed the MetroFlex's ridership for the first time averaging 33 trips per day, for a total of 8,316 annual one-way trips, compared with MetroFlex's 7,146 trips.



**Figure 5: MetroFlex & OATS Annual Ridership (2010 - 2014)**



Notes: Data labels represent average daily ridership for each transit provider in a given year.

The efficiency of transit service can be described in terms of boardings per revenue hour, and average operating costs per passenger. Boardings per revenue hour is a measure of how many passengers utilize the fixed-route system per hour of service provided, a higher figure signifies higher efficiency. Average operating cost per passenger describes the required cost to provide the service to each passenger and is derived by dividing the total annual cost of the service, as described in the previous section, by the total annual ridership served. A lower number signifies higher efficiency.

Table 2 displays system efficiency for the MetroFlex and the OATS services. The average boardings per revenue hour for OATS is 1.62, and the average operating cost per passenger is \$18.27. The MetroFlex averages 2.21 boardings per revenue hour, at an average operating cost per passenger of \$34.98.

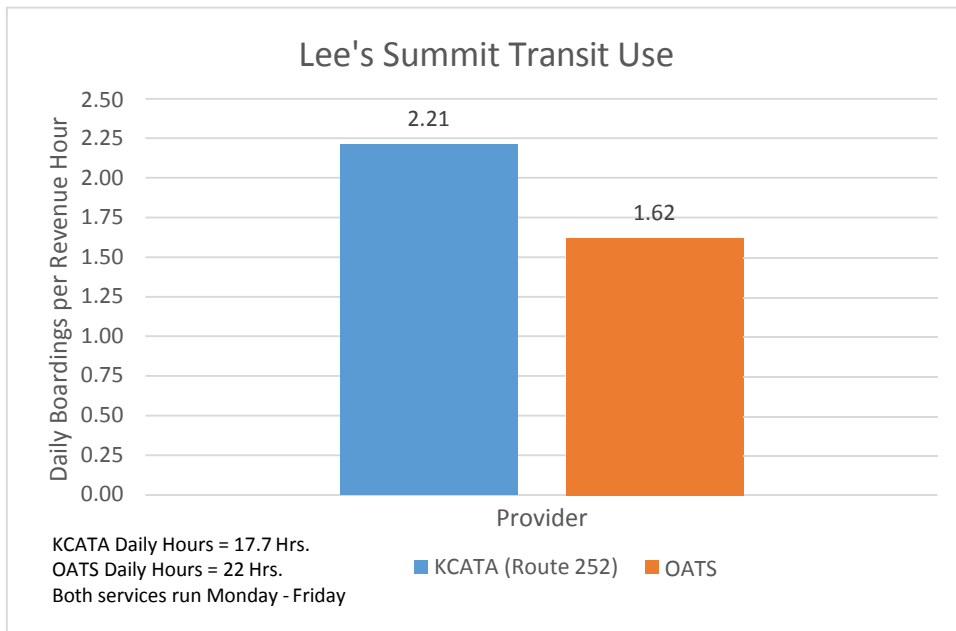
Figure 6 also illustrates the difference in efficiency for both the MetroFlex and OATS.

**Table 2: System Efficiency by Transit Service**

	KCATA (MetroFlex)	OATS (Lee's Summit)
<b>Boardings per Revenue Hour</b>	2.21	1.62
<b>Operating Cost per Rider</b>	\$36.38	\$18.27

Notes: Revenue hours for OATS were estimated by dividing the platform hours (5,607) by (1.075).

Figure 6: Lee's Summit Transit Users per Revenue Hour



## Service Performance

### Peer City Comparisons

Table 3 compares the MetroFlex, OATS transit services and other demand-response services operated in peer cities. This information was gathered from the National Transit Database, which presents operating statistics in a uniform format from transit agencies receiving federal funding. Operating cost per revenue mile, operating cost per revenue hour, annual trips, population and the fare recovery ratio (a percentage of operating costs recovered through collected fares), were all compared.

**Table 3: Lee's Summit Transit Services and Peer Cities' Cost and Revenue Statistics (Demand-Response Services only)**

	Operating Cost per Revenue Mile	Operating Cost per Revenue Hour	Annual Unlinked Trips	Fare Recovery Ratio	Population
Lawrence, KS	\$5.76	\$61.74	60,418	5.4%	87,965
Topeka, KS	\$5.48	\$77.85	49,603	9.6%	127,473
Columbia, MO	\$7.59	\$64.97	45,413	12.2%	124,748
Springfield, MO	\$6.56	\$109.27	19,815	3.7%	166,451
KCATA (System Wide)	\$3.31	\$57.87	400,843	12.2%	748,415
<b>Peer Cities Average</b>	<b>\$5.74</b>	<b>\$74.34</b>	<b>115,218</b>	<b>8.6%</b>	<b>251,010</b>
KCATA MetroFlex (Route 252)	\$7.15	\$70.29*	9,435	2.4%	28,990 (2011)
<b>OATS (Lee's Summit)</b>	<b>\$2.51*</b>	<b>\$27.95*</b>	<b>8,442</b>	<b>11.6%</b>	<b>88,929 (2011)</b>

Notes: (\*) Revenue hours for Route 252 were estimated by dividing the routes' platform hours by a factor of (1.1). Revenue miles for OATS was estimated by assuming 13 miles per revenue hour were traveled. Revenue hours for OATS were estimated by dividing the platform hours (5,607) by (1.075).

The peer cities have an average operating cost per revenue mile of \$5.74, and an average operating cost per revenue hour of \$74.34. The Lee's Summit MetroFlex service comes out cheaper than both peer city averages. While the MetroFlex has a respectable operating cost per revenue hour, the OATS operating cost per revenue hour, \$27.95, is far lower than either of the peer cities or the MetroFlex. In comparison with the peer cities, the MetroFlex's fare recovery ratio is lower than average, and OATS has one of the higher ratios. It should also be noted that OATS charges 50 cents more per one-way trip than the standard MetroFlex fare. Eligible MetroFlex users can also pay as little as \$0.75 per one-way trip if they fit the disability, senior citizen or youth eligibility requirements.

*Peer Route Comparisons within the Kansas City metropolitan area*

Table 4 compares the performance of the two Lee's Summit transit services with similar demand-response services offered in the KCATA system. In the passengers per hour and operating cost recovery measurements, both the Lee's Summit MetroFlex and OATS services perform similarly. The main difference is the operating cost per passenger for OATS is \$14.50 lower than the cost of operating the MetroFlex in Lee's Summit. Cost of service is used in the following section to determine which operator could provide the most efficient service for Lee's Summit residents.

**Table 4: KCATA MetroFlex Route Operating and Cost Statistics April 2015**

Route Name	ADR	Daily Hours	Daily Miles	Passengers /Hour	Passengers /Mile	Operating Cost /Passenger	Operating Cost Recovery
237 Gladstone Circulator	15	9.4	93	1.64	0.17	\$30.98	3.17%
244 NKC Circulator	53	18.4	136	2.88	0.39	\$15.45	1.76%
252 Lee's Summit Circulator	34	17.7	231	1.92	0.15	\$31.77	2.42%
253 Raytown Circulator	55	10.7	164	5.15	0.34	\$13.03	5.39%
296 Bannister/Hillcrest	176	42	591	4.19	0.3	\$17.15	4.07%
298 SKC Wornall	83	28	332	2.96	0.25	\$20.26	3.10%
KCATA Standard				<b>4.0</b>	<b>0.3</b>	\$20.58	3.45%
OATS	33	22	287	1.51	0.12	\$17.27	11.58%

Notes: Platform miles for OATS was estimated by assuming 13 miles per revenue hour were traveled.

## Discussion

In an effort to determine the most efficient strategy of demand-response service provision in Lee's Summit, costs and efficiency were examined on the basis that the MetroFlex and OATS service areas would be combined and served by one provider. Costing formulas were then used to determine and compare costs for MetroFlex or OATS to provide demand-response service in the combined service area. This analysis focused on the impact of operating costs on service provision.

*Strategy: KCATA Operating Single Service Area*

The KCATA's costing model was used to estimate the cost of KCATA's MetroFlex service area expanding to cover the entirety of the city of Lee's Summit; replacing OATS service. This model takes into account average daily miles and hours, and includes vehicle replacement costs, as well as other direct and indirect costs. While the average daily platform miles and hours were available for the MetroFlex service, only the platform hours were available for the OATS service. OATS total platform miles were estimated by multiplying the number of platform hours by the Lee's Summit MetroFlex mile per hour ratio of (13.0). Because of the difference in deadhead travel between KCATA and OATS, a lower deadhead multiplier was used to establish the OATS revenue hours and miles. Once the revenue hours and miles were established for the OATS service, each total was multiplied by the MetroFlex deadhead rate in order to account for the increased deadhead if KCATA were to operate the OATS service.

Assuming both service areas combined would garner 649 platform miles and 41 platform hours daily, the KCATA would expect annual operating expenses to reach \$716,044 . The increase in operating costs to serve the large area is estimated at \$440,604. Metroflex currently serves

Lee's Summit with two vehicles. More vehicles would be needed KCATA were to absorb the OATS service area and riders. The number of extra vehicles needed would most likely be between one and three in order to accommodate the expanded service area.

*Strategy: OATS Operating Single Service Area*

OATS operated the 2014 Lee's Summit contracted transit service at an hourly cost of \$26. Expanding their services to absorb the additional Lee's Summit riders currently served by KCATA's MetroFlex would require OATS to increase that rate to \$27.50 per hour. After multiplying this hourly rate by the annual platform hours provided by both providers, a total annual cost was estimated at \$270,033. OATS expects that absorbing additional riders would require OATS to purchase at least two additional vehicles, hire two to three new drivers and assign a dispatcher dedicated to Lee's Summit. All of these new investments would be absorbed by the hourly rate for operations.

Table 5 compares existing operating costs with the estimated costs for either KCATA or OATS to assume operation of all transit services within Lee's Summit.

**Table 5: Single-Operator Strategy Cost Summary**

	Cost per Rider	Cost per Platform Hour	Total Annual Operating Cost
<b>Existing (KCATA &amp; OATS)</b>	\$24.63	\$41.57	\$420,773
<b>KCATA Single Operator</b>	\$41.84	\$68.05	\$716,044
<b>OATS Single Operator</b>	\$15.78	\$27.50	\$270,033

## Lee's Summit Local Investment in Current Transit Services

While the previous sections have discussed and described the comparable efficiencies of the two transit service providers based on performance versus total cost, it is important to note that, from the Lee's Summit perspective, the more relevant financial measure of effectiveness between the two providers is based on the amount Lee's Summit pays each provider for the service.

In 2015, Lee's Summit agreed to a contract with the KCATA for \$81,056. The discrepancy between the total annual cost of service provided and the cost of the service to Lee's Summit can be explained by the amount of "other" funding applied to offset the cost. As noted earlier, the total annual cost of the service provided by KCATA during the 2015 contract period is approximately \$260,000. Yet, the contract requires Lee's Summit to pay only \$81,000. The remaining balance of the total cost is covered by approximately \$6,000 in fare revenue and \$173,000 in Federal grant funding derived from Lee's Summits annual allocation from the FTA Section 5307 Formula funding program. This funding is used to offset a portion of both the operating costs and the preventive maintenance costs for the vehicles used to provide the service. The result is that the 5307 Formula funding allocation covers approximately seventy

percent of the total service cost and the Lee's Summit's financial contribution covers approximately twenty seven percent of the total cost. Fare revenue covers the remaining three percent of cost. It is important to note that FTA funding is subject to change on a decennial basis based on census data.

In the case of OATS, the total annual operating cost of the service provided in Lee's Summit is approximately \$152,000. The Lee's Summit contract with OATS obligates the city to pay an approximate annual amount of only \$78,000. In this case the difference is covered by approximately \$17,000 in fare revenue and a variety of other funding derived from sources such as the Mid-America Regional Council's Area Agency on Aging, Medicaid, special contracts, and other Federal funding. All together, these "other" funding sources amount to approximately \$74,000. Lee's Summit's financial contribution to the OATS service covers approximately 51% of the total cost.

The difference in fare pricing between the two current operators would need to be addressed. The current base fare offered by the KCATA in Lee's Summit and throughout the KCATA system is \$1.50. In addition, the KCATA offers discounts to the base fare in the form of 50% senior and youth discounts and discounted monthly passes. This results in a net fare per passenger of approximately seventy-five cents. OATS offers a base fare of \$2.00 and there are no discount opportunities available. If one of the operators is chosen to become the sole service provider in Lee's Summit a decision regarding fare pricing will need to be made and this will have an impact on the net cost to Lee's Summit.

Finally, the method by which the providers determine Lee's Summits cost of the service will need to be evaluated. The KCATA's costing methodology involves identifying all costs associated with providing the service and allocating those costs on the basis of the amount of service being provided. This can be reflected in terms of a cost per hour. The number of riders served has no bearing on the cost aside from the amount of fare revenue that might be collected to offset the cost for Lee's Summit.

OATS prices its service to Lee's Summit on the basis of passengers serviced. The cost is derived by estimating the number of riders to be served during the contract period and dividing the ridership estimate into the net cost of the service to Lee's Summit, which yields a cost per trip. Lee's Summit is then charged that per trip unit cost for each trip actually provided during the contract period. The risk associated with this approach is that if the ridership estimate on which the unit rate is determined is inaccurate an adverse financial impact could occur for Lee's Summit or OATS depending on whether the estimate was low or high.

## Conclusion

The primary purpose of this study effort was to evaluate the current transit service management and delivery methods employed in Lee's Summit and identify the most cost effective approach of delivering service going forward based on the findings of the evaluation.

As described previously, the city currently maintains contracts for transit service with both the KCATA and OATS, Inc. Both service providers offer similar intra-community services within Lee's Summit in the form of on-demand paratransit available to the general public. The respective services are targeted to different geographic areas within the community. The KCATA also



provides peak period commuter express bus service between Lee's Summit and downtown Kansas City, Missouri.

The reviewed management/service delivery models considered for this study included 1) maintaining the current approach of having two providers operating under separate contracts with the city, 2) KCATA assuming operations for all transit service within the city with service operating for a full twelve hour service span, and 3) OATS assuming operations of all intra-community service within the city while KCATA continues to provide the commuter express service.

The evaluation is summarized in Table 6.

**Table 6 Single-Operator Strategy Cost Summary**

	Cost per Rider	Cost per Platform Hour	Total Annual Operating Cost
<b>Existing (KCATA &amp; OATS)</b>	\$24.63	\$41.57	\$420,773
<b>KCATA Single Operator</b>	\$41.84	\$68.05	\$716,044
<b>OATS Single Operator</b>	\$15.78	\$27.50	\$270,033

Based on these evaluation results, the OATS operated local service alternative would appear to be the most cost effective option for transit service in Lee's Summit, while the least cost effective would be the KCATA fully operated service alternative. These results can be better understood when considering the following:

- KCATA's labor costs are higher than OATS' labor costs
- KCATA buses are dispatched daily from the KCATA's facility near downtown KCMO to Lee's Summit resulting in significant "deadhead" or non-revenue service miles and hours, while OATS buses are kept in Lee's Summit, thus greatly minimizing "deadhead miles and "hours".

From the perspective of how much Lee's Summit would pay for the service the choice of local service delivery alternative is somewhat less certain. As described previously, both KCATA and OATS local transit service contract amounts with the City of Lee's Summit are approximately \$80,000 annually, or roughly the same. In the case of the OATS service contract with Lee's Summit, the city's financial obligation of \$78,000 annually represents approximately fifty-one percent of the total service cost. In the case of the KCATA service contract with Lee's Summit, the city's financial obligation of \$81,000 annually includes \$67,366 applied to the service cost and \$13,690 applied as local match for Federal capital funding. This local contribution covers approximately twenty-seven percent of the total service cost.

For any of the three service delivery alternatives that have been evaluated, the city's funding obligation would be predicated on the amount of fare revenue collected and "other" funding that might be used to offset the total cost of the service. The primary question would be the use and application of the City's 5307 formula funding allocation. Below are funding scenarios based on assumptions regarding the use of 5307 funding, ridership (fare revenue), and fare pricing for each of the local service delivery alternatives.

KCATA Operated Service

Assumptions:

- Percent of operating costs covered by 5307 funding – 70%
- Base fare - \$1.50, reduced fare for seniors, monthly passes available
- Annual ridership - 16,000

Total Cost: \$716,044  
Fare Revenue: (\$12,000)

Net Cost: \$704,044  
5307 Funding: (\$492,830)

Local Contribution: (\$211,214)  
Local Capital Share: (\$39,800)

Total Local Contribution: (\$251,014)

Additional Local Contribution  
over Current Level: (+ \$92,014)

OATS Operated Service ("Other" funding equal to current amount)

Assumptions:

- "Other" funding equal to current amount – \$74,000
- Base fare - \$1.50, reduced fare for seniors, monthly passes available
- Annual ridership - 16,000

Total Cost: \$270,033  
Fare Revenue : (\$12,000)

Net Cost : \$258,033  
"Other" Funding: (\$74,000)

Total Local Contribution: (\$184,033)

Additional Local Contribution  
over Current Level: (+ \$25,033)

OATS Operated Service (5307 funding applied)

Assumptions:

- Percent of net operating costs covered by 5307 funding – 50%
- Base fare - \$1.50, reduced fare for seniors, monthly passes available
- Annual ridership - 16,000

Total Cost: \$270,033  
Fare Revenue: (\$12,000)

Net Cost: \$258,033  
5307 Funding: (\$129,016)

Total Local Contribution: (\$129,017)

Additional Local Contribution  
over Current Level: (- \$29,983)

These funding scenarios are intended to be illustrative. There are a myriad of additional funding scenarios that may be reasonable and possible. The conclusion that can be drawn from this information, however, is that for any given funding scenario the City's local contribution to the service cost is likely to be lower under any alternative involving OATS operated service.

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Appendix B: 2015 City of Lee's Summit Transit Survey

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# 2015 City of Lee's Summit Transit Survey

*...helping organizations make better decisions since 1982*

## Final Report

**Submitted to The City of Lee's Summit, Missouri**

**by:**

ETC Institute  
725 W. Frontier Circle  
Olathe, Kansas  
66061

**September 2015**



# Contents

<b>Executive Summary</b> .....	i
<b>Section 1: Charts and Graphs</b> .....	1
<b>Section 2: Tabular Data</b> .....	16
<b>Section 3: Survey Instrument</b> .....	40

# *2015 City of Lee's Summit Transit Survey Executive Summary*

## *Overview*

**Purpose.** ETC Institute conducted a survey of residents in the City of Lee's Summit during the summer of 2015. The purpose of the survey was to identify issues that are important to transportation planning and improvements.

Some of the specific topics that were addressed in the survey included:

- Methods of transportation used
- Reasons for using public transit
- Level of importance of public transit
- Level of interest in park-and-ride options
- Destinations where potential riders would be interested in using public transit
- Support for funding public transit

**Methodology.** The survey was administered by phone to a random sample of 400 households within the City of Lee's Summit. The overall results for 400 completed surveys have a precision of at least +/-5% at the 95% level of confidence.

**Contents of the Report.** This report contains:

- an executive summary of the major findings
- charts depicting the overall results of the survey
- tables that show the results of the survey
- a copy of the survey instrument

## ***Major Findings***

- **Importance of Various Purposes in the Design of Transit Services in Lee’s Summit.** Ninety-five percent (95%) of households surveyed believe it is “very important” or “somewhat important” to provide door-to-door service for the disabled and persons with special needs. Other purposes that respondents feel are important include: helping people get to and from work during the day (89%), helping people get to destinations during the evening (84%), and helping people get to non-work destinations (82%).
- **Primary Reasons for Using Public Transit.** Of the households that would consider using public transit, the top reasons for using it include: going to and from medical and dental appointments, going to and from meals, social activities, and daycare, and running errands/going shopping.
- **Willingness to Use Various Modes of Transportation.** Nearly three-fourths (74%) of households indicated they are “very willing” or “somewhat willing” to ride a bus as a mode of transportation. Other transportation options that respondents were willing to use include: walking (67%), carpooling (57%), vanpooling (51%), and bicycling (41%).
- **How Often Households Walk or Bike.** Twenty-one percent (21%) of respondents indicated they walk to and from work, school, shopping, or for recreation on a daily basis; 23% do so weekly, and 10% walk monthly. When the same question was asked about bicycling, only 1% indicated they do so on a daily basis; 13% bicycle weekly, and 9% bicycle monthly to their destination or for recreation.
- **Willingness to Walk/Ride to Bus Stop and Use Fixed Route Bus System.** More than half (54%) of households indicated they are willing to walk or ride a bike 5 to 10 minutes to use a fixed route bus system within Lee’s Summit. Twenty-percent (20%) are willing to walk/bike 11 to 15 minutes, 5% are willing to walk/bike more than 15 minutes, and 22% indicated they aren’t willing to walk or bike to a bus stop to use a fixed route bus system within Lee’s Summit.
- **Likelihood of Using Public Transportation for Non-Work Related Trips.** Sixty percent (60%) of households indicated they are “very likely” or “somewhat likely” to use public transportation in the Lee’s Summit area to go shopping, visit the doctor, or make other non-work related trips. Thirty-eight percent (38%) indicated they are not likely to use public transportation for these purposes, and 2% were not sure.
- **Willingness to Drive or Carpool to Park-and-Ride Location and Use Express Bus Service.** Sixty-three percent (63%) of respondents indicated they are “very willing” or “somewhat willing” to drive or carpool to a park-and-ride location and use an express bus to get to their final destination. Thirty-five percent (35%) indicated they are not willing to do this, and 1% were not sure.

- **How Much Respondents Would Pay for a One-Way Bus Trip to Get To and From Their Most Frequent Destination.** Twenty-nine percent (29%) of households would pay \$2.00 or more for a one-way bus trip to get to/from work, school, or their most frequent destination. Twenty-seven percent (27%) would spend between \$1.50 and \$2.00 for a one-way bus trip, 40% would pay \$1.50 or less, and 3% were not sure.
- **How Often Households Would Use Public Transit.** When asked how many days per week they would use public transit if it were available near their home in the next few years, more than one-third (34%) indicated they would use transit at least 3 days per week. Twenty-eight percent (28%) would use public transit 1 or 2 days per week, and 28% indicated they would not use transit. The remaining 10% of households were not sure how often they would use public transit.
- **Where Respondents Would Travel When Using Public Transit.** Of the respondents who indicated they would use public transit, the locations where they are most interested in visiting include: downtown Kansas City, Missouri and Crown Center, areas within Lee’s Summit, and Country Club Plaza/UMKC/Midtown Kansas City.
- **Times of Day That Respondents Are Most Interested in Using Public Transit.** The times of day during the week that households were most interested in using public transit included: 4:00 p.m. to 6:00 p.m., 6:00 a.m. to 9:00 a.m., and 9:00 a.m. to 11:00 a.m. When asked about their possible weekend use of transit, the times that respondents were most interested in included: 11:00 a.m. to 1:00 p.m., 4:00 p.m. to 6:00 p.m., and 9:00 a.m. to 11:00 a.m.
- **How Higher Gas Prices Have Affected Interest in Using Public Transit.** When asked how higher gas prices have affected their household’s interest in using public transit over the past 2 years, 28% indicated they were “much more” or “somewhat more” interested. More than half (56%) indicated they had the same level of interest as they did before; 12% were less interested, and 4% were not sure.
- **Support for Increasing the Amount of City Tax Dollars Used for Public Transportation.** Forty-three percent (43%) of respondents are either “very supportive” or “somewhat supportive” of increasing the amount of their city tax dollars that are used for public transportation. Twenty-four percent (24%) were not sure about an increase, and 32% were not supportive.

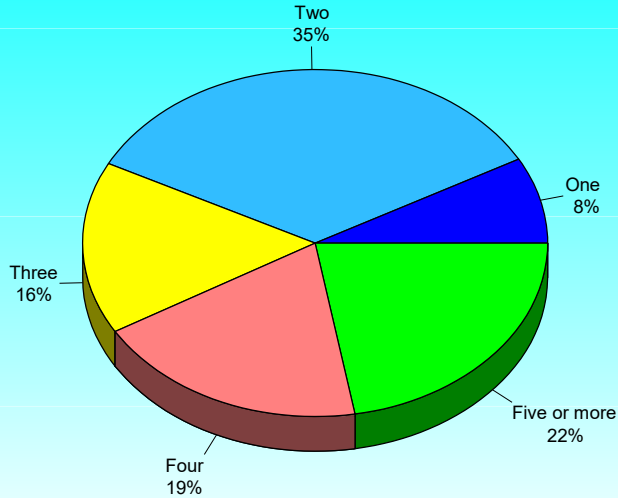
*Section 1:*  
***Charts & Graphs***

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### Q1. Counting yourself, how many people regularly live in your household?

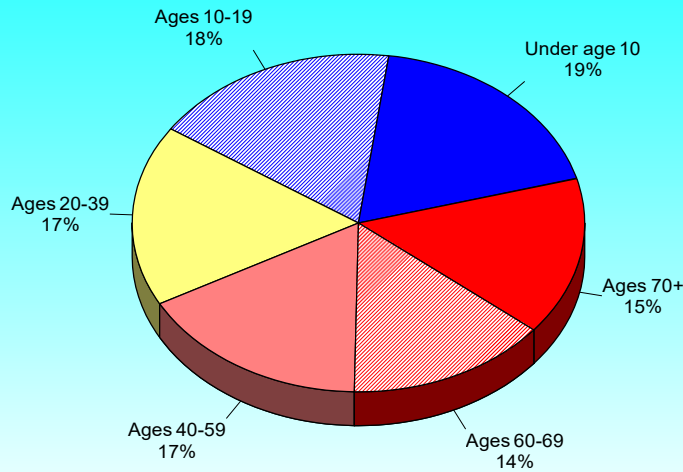
by percentage of respondents



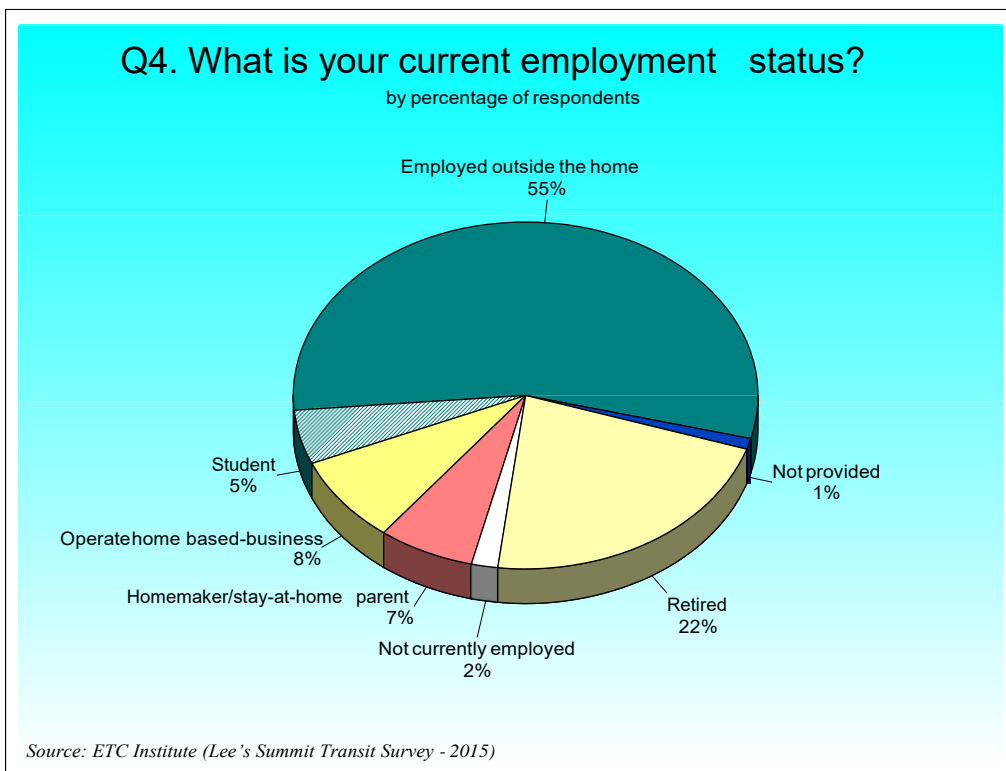
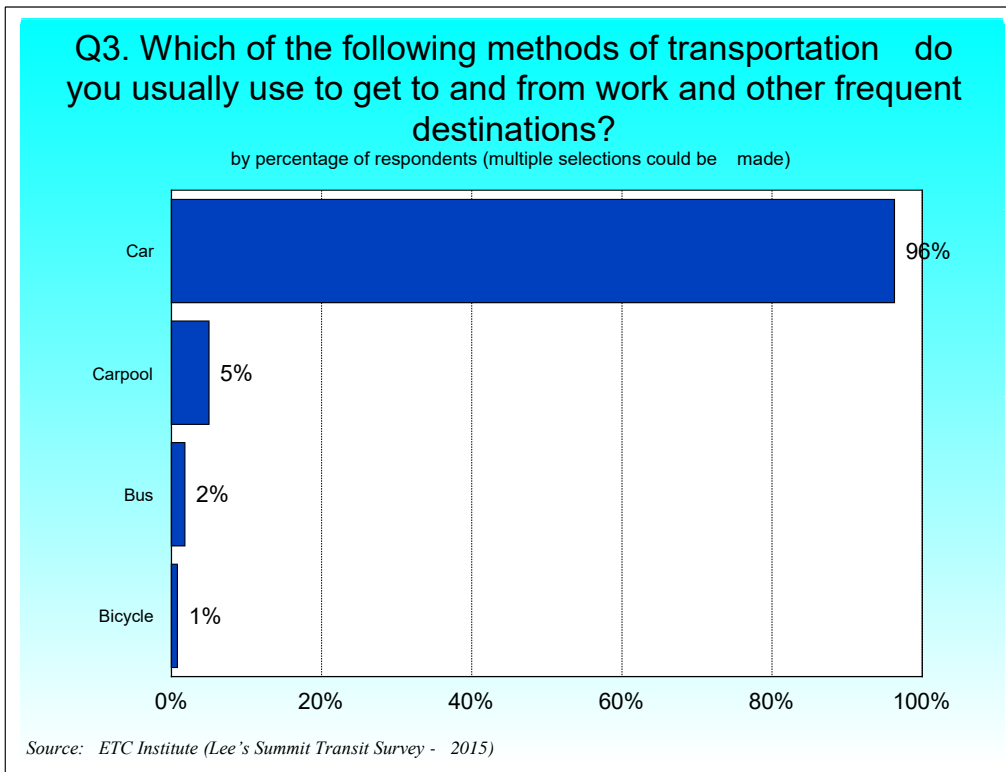
Source: ETC Institute (Lee's Summit Transit Survey - 2015)

### Q2. How many persons in your household (counting yourself) are:

by percentage of persons in the household

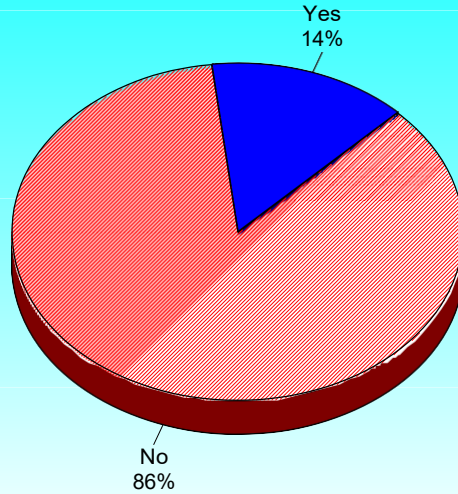


Source: ETC Institute (Lee's Summit Transit Survey - 2015)



**Q5. Are any persons in your household, ages 16 and older, dependent on public transit or rides from friends or relatives because they do not have a car or do not drive?**

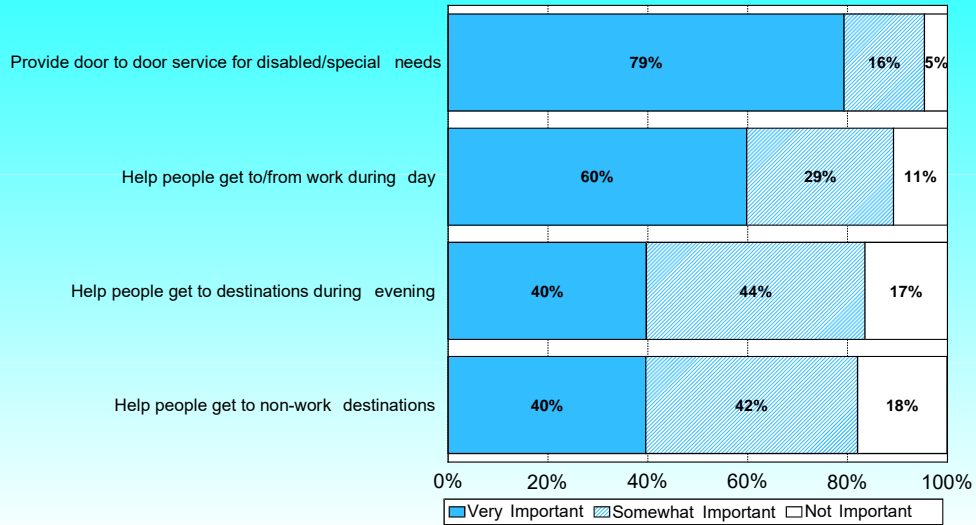
by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

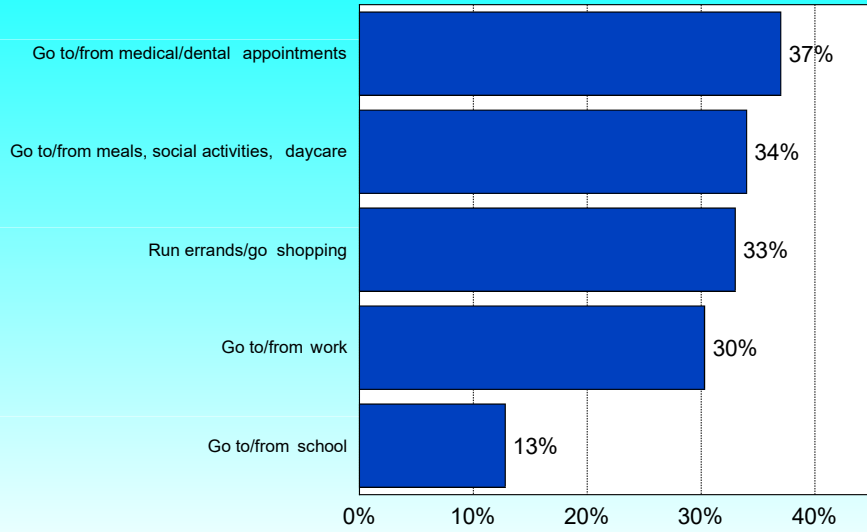
**Q6. For each of the following, please indicate whether you think the purpose should be very important, somewhat important, or not important in the design of transit services in Lee's Summit**

by percentage of respondents (excluding "don't know")



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

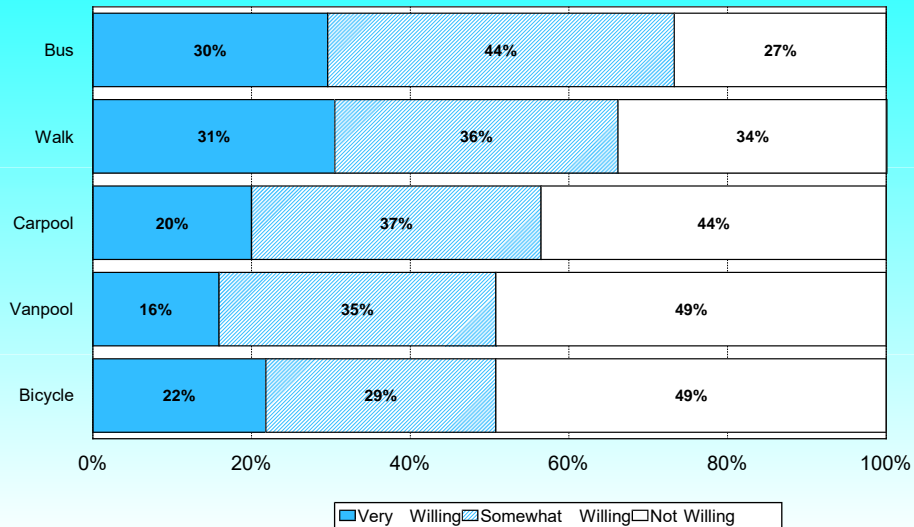
**Q7. If you were going to use public transit, which of the following would be the primary reason you would use it?**  
 by percentage of respondents who would use public transit (multiple selections could be made)



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

**Q8. For each of the following, please indicate if you would be very willing, somewhat willing, or not willing to use that mode of transportation:**

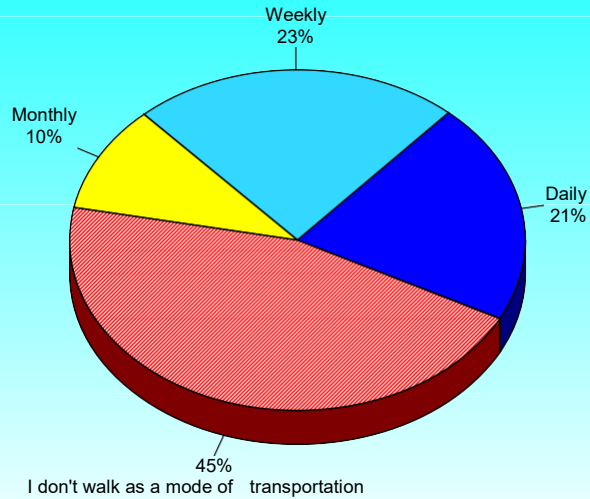
by percentage of respondents (excluding "not sure")



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

**Q9. How often do you walk to/from work, school, shopping or for recreation?**

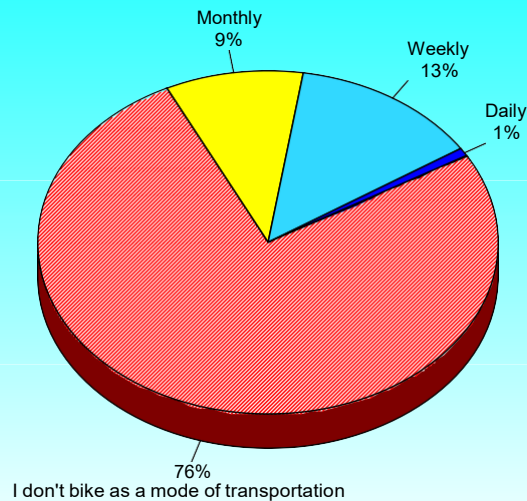
by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

**Q10. How often do you bike to/from work, school, shopping or for recreation?**

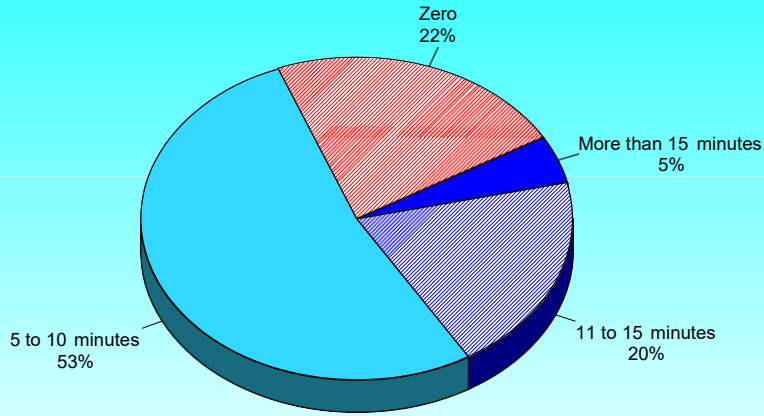
by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

**Q11. How long in minutes would you be willing to walk or ride a bike to a bus stop, then use a fixed route bus system within Lee's Summit?**

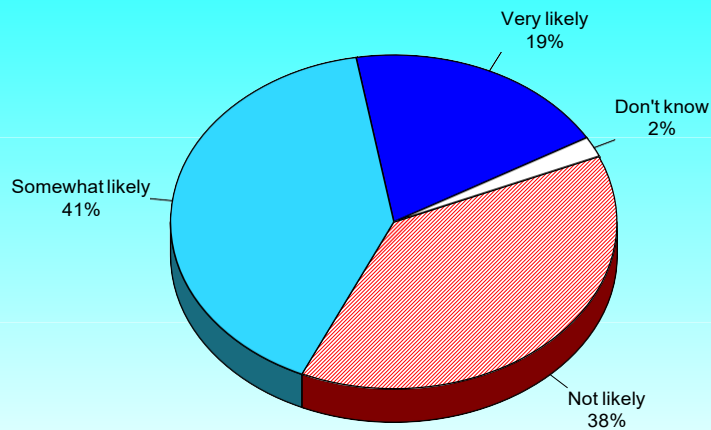
by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

**Q12. How likely would you be to use public transportation in the Lee's Summit area to go shopping, visit the doctor, or make other non-work related trips?**

by percentage of respondents

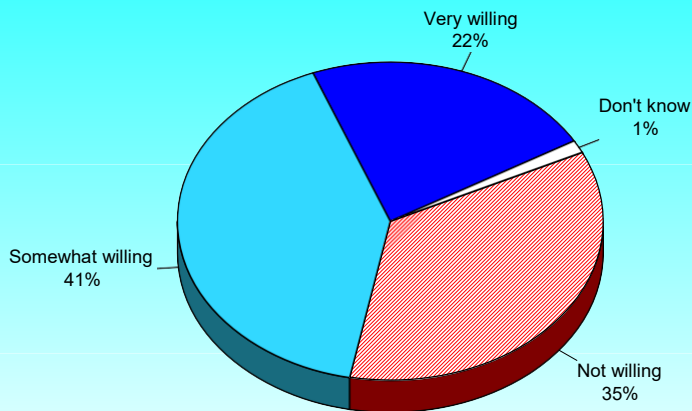


Source: ETC Institute (Lee's Summit Transit Survey - 2015)



**Q13. How willing would you be to drive your car (or carpool) to a location where you park your car and then use an express bus to get to your final destination?**

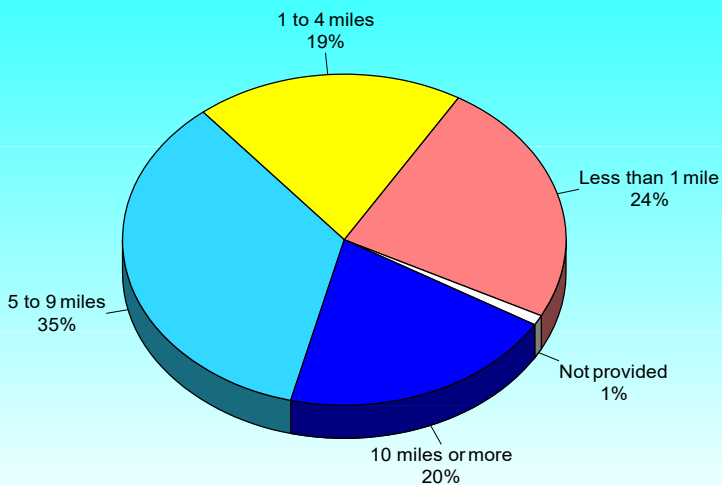
by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

**Q14. How many miles from your home would you be willing to drive so you could park your car at a park-and-ride lot and use an express bus as your primary method of transportation to and from your most frequent destination?**

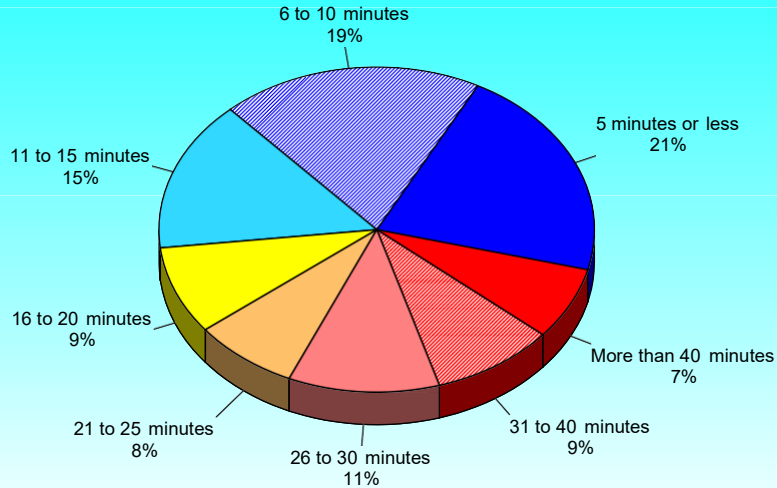
by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

**Q15. On average, how many minutes does it currently take you to travel one way to/from work, school, or your most frequent destination?**

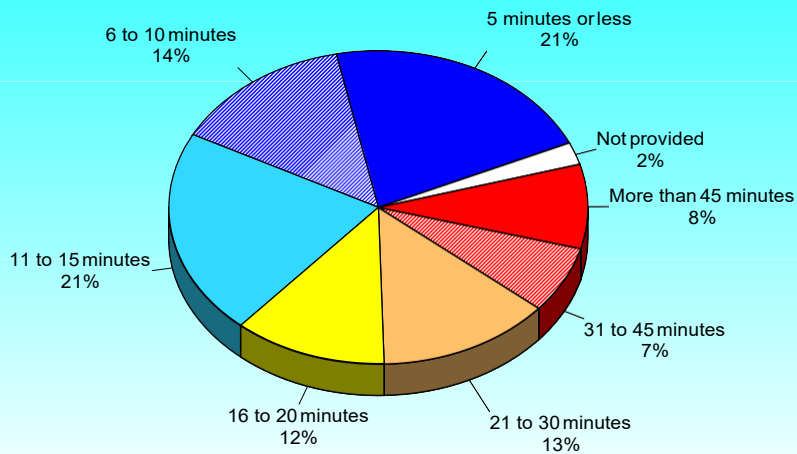
by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

**Q16. If you were able to use public transit to get to/from work, school or your most frequent destination, what is the additional maximum time in minutes that a one-way trip to your most frequent destination could take, compared with driving?**

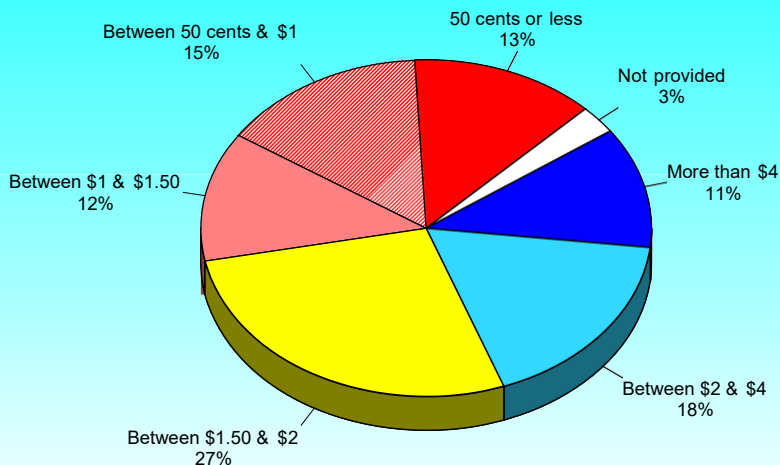
by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

**Q17. What is the most you would pay for a one-way bus trip to get to/from work, school or your most frequent destination?**

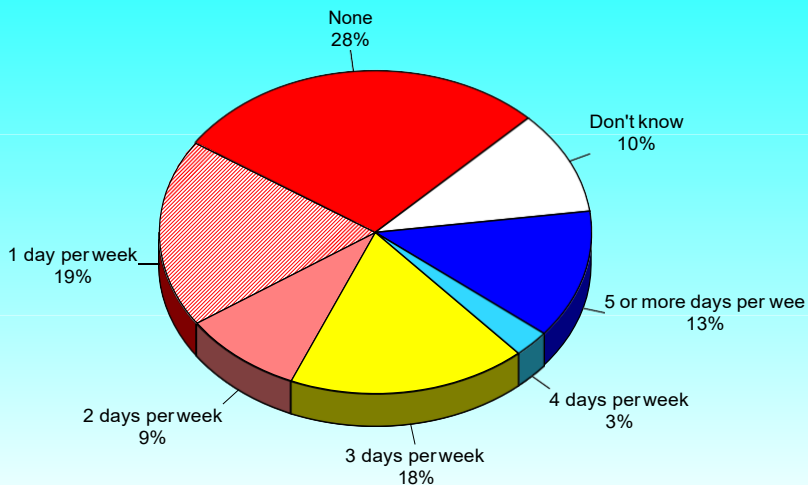
by percentage of respondents



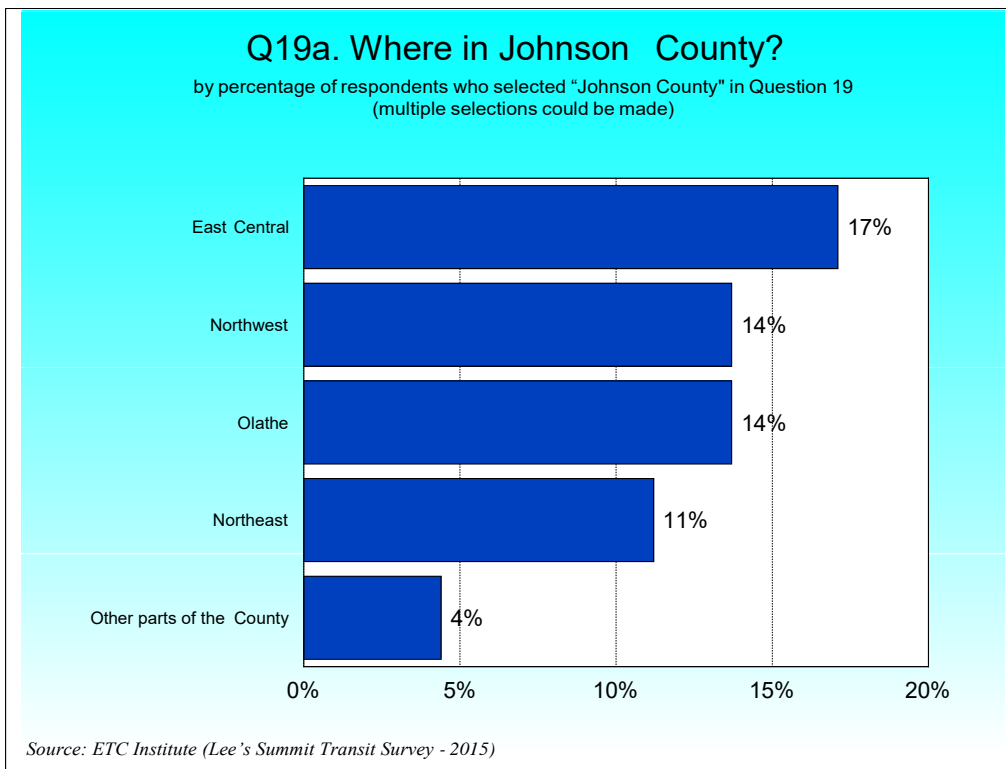
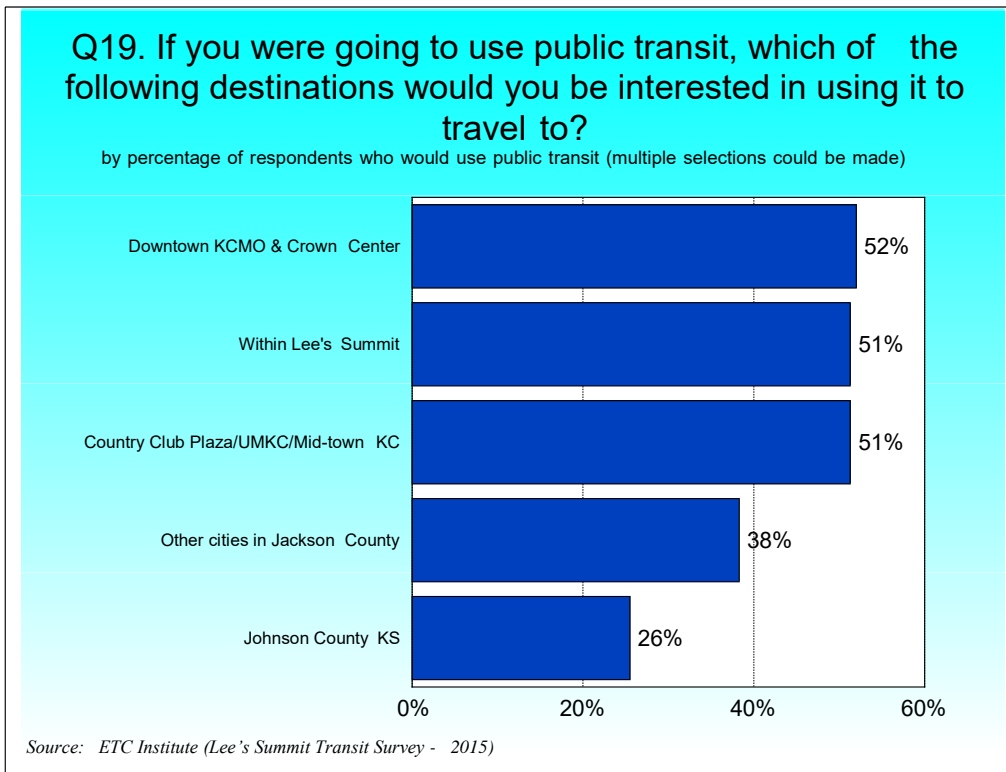
Source: ETC Institute (Lee's Summit Transit Survey - 2015)

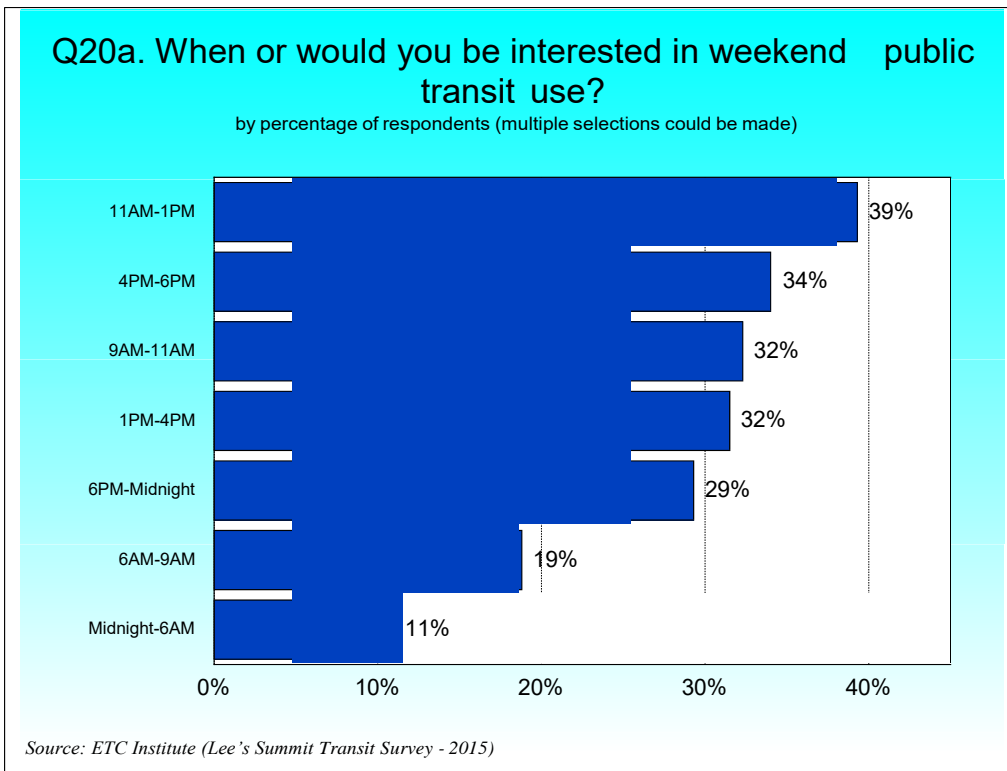
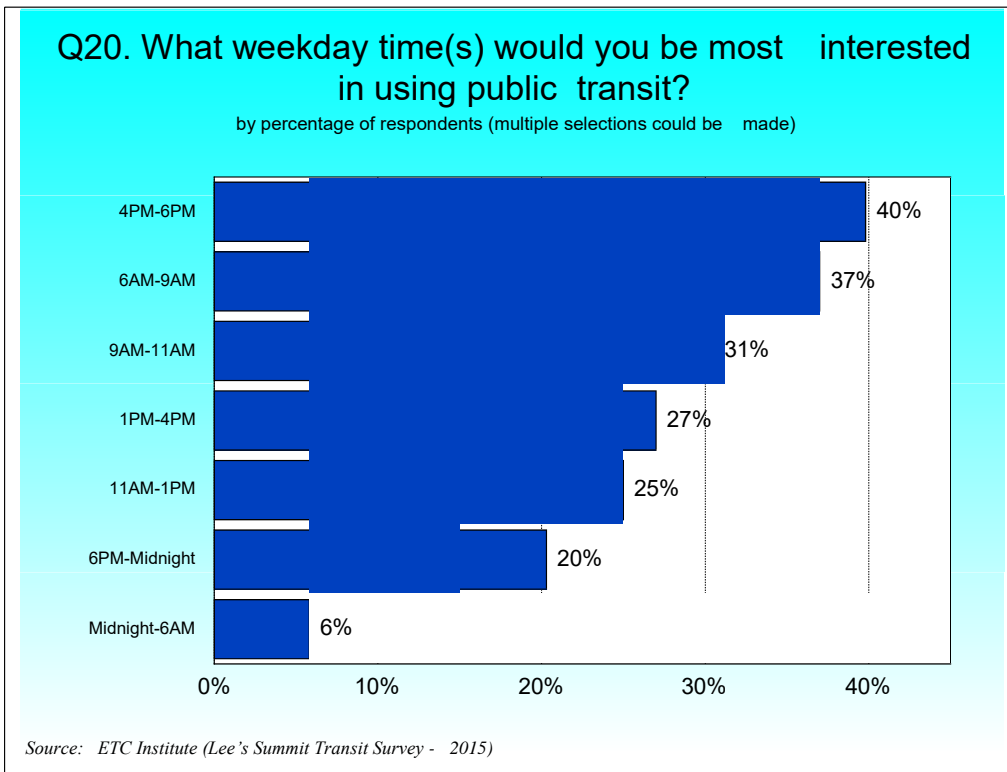
**Q18. If convenient public transit were available near your home in the next few years, how many days per week would you use public transit?**

by percentage of respondents



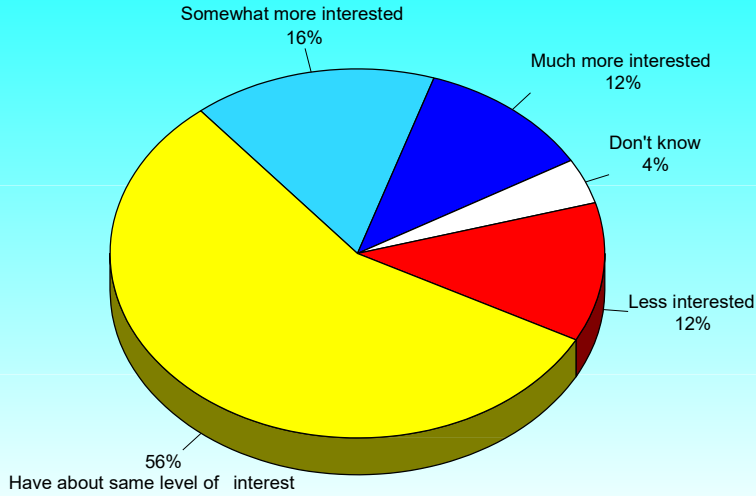
Source: ETC Institute (Lee's Summit Transit Survey - 2015)





### Q21. How have higher gas prices affected your interest in using public transportation during the past two years?

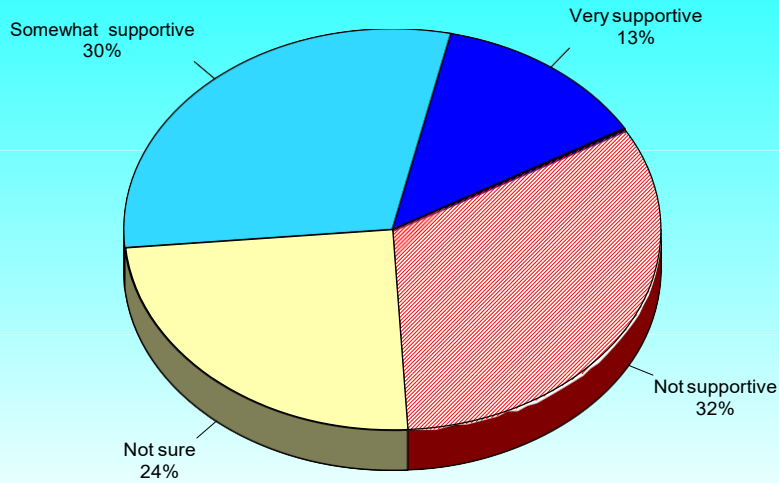
by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)

### Q22. How supportive would you be of increasing the amount of your current city tax dollars that are used for public transportation?

by percentage of respondents

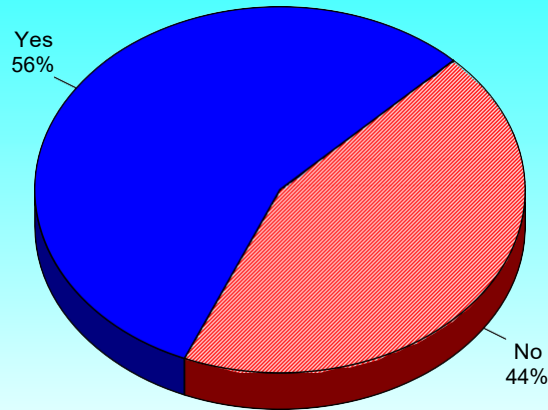


Source: ETC Institute (Lee's Summit Transit Survey - 2015)



### Q23. Prior to this survey, did you know that public transportation services are currently available in the City of Lee's Summit?

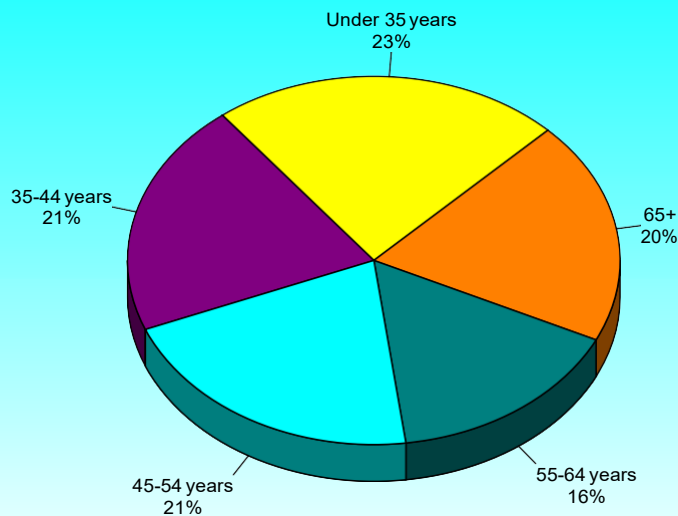
by percentage of respondents



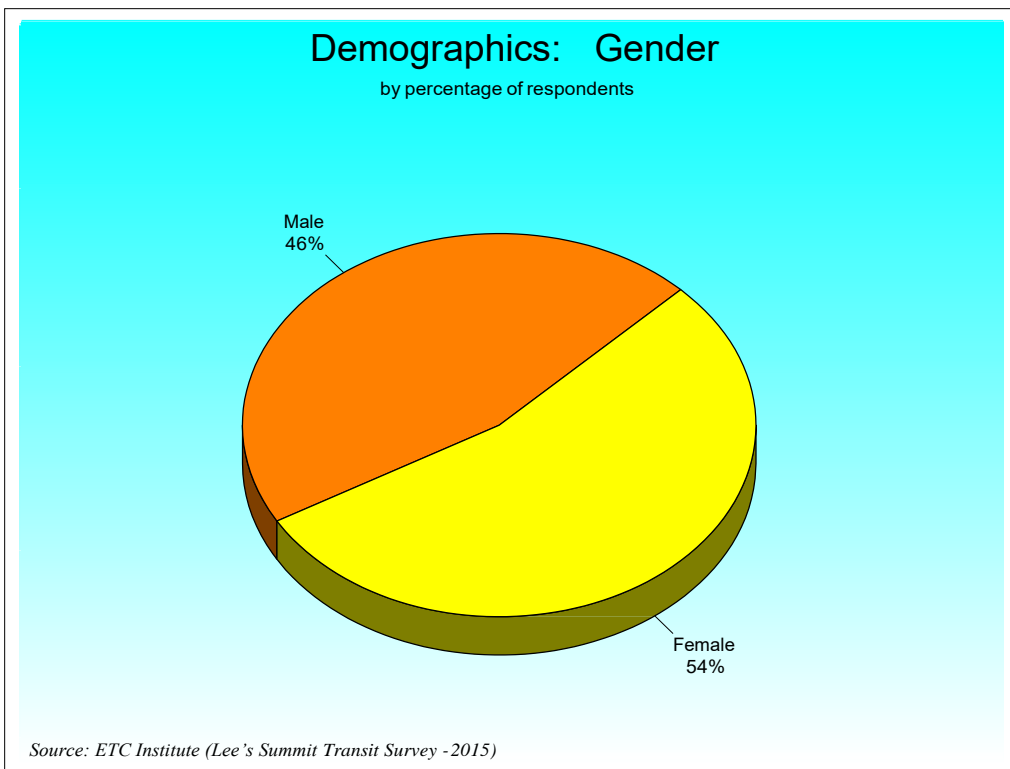
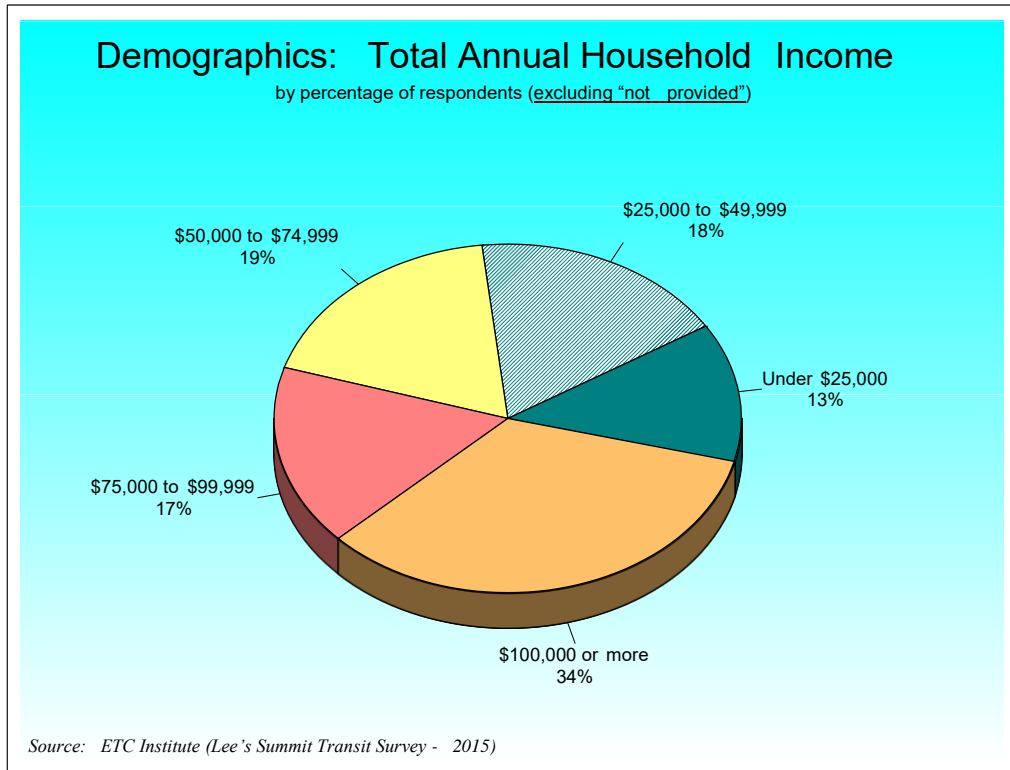
Source: ETC Institute (Lee's Summit Transit Survey - 2015)

### Demographics: What is your age?

by percentage of respondents



Source: ETC Institute (Lee's Summit Transit Survey - 2015)



*Section 2:*  
*Tabular Data*

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**Q1. Counting yourself, how many people regularly live in your household?**

Q1 How many people live in household	Number	Percent
1	32	8.0 %
2	139	34.8 %
3	62	15.5 %
4	77	19.3 %
5 or more	90	22.5 %
Total	400	100.0 %

**Q2. How many people in your household (counting yourself) are?**

	Mean	Total	Sum
Q1 How many people live in household	3.22	400	1289
Q2 Under age 10	1.89	85	161
Q2 Ages 10-19	1.78	143	254
Q2 Ages 20-39	1.73	163	282
Q2 Ages 40-59	1.70	236	401
Q2 Ages 60-69	1.45	69	100
Q2 Ages 70+	1.51	65	98

**Q3. Which of the following methods of transportation do you usually use to get to and from work and other frequent destinations?**

Q3 Methods of transportation use	Number	Percent
Bicycle	3	0.8 %
Bus	7	1.8 %
Carpool	20	5.0 %
Car	385	96.3 %
Total	415	

**Q3. Other:**

Q3 Other	Number	Percent
GETS RIDES	4	12.9 %
MOTOR CYCLE	6	19.4 %
MOTORCYCLE	3	9.7 %
OATS	1	3.2 %
PUBLIC TRANSIT	1	3.2 %
VAN	5	16.1 %
WALK	11	35.5 %
Total	31	100.0 %

**Q4. What is your current employment status?**

<u>Q4 Current employment status</u>	<u>Number</u>	<u>Percent</u>
Employed outside the home	221	55.3 %
Student	20	5.0 %
Operate home based-business	33	8.3 %
Homemaker/stay-at-home parent	27	6.8 %
Not currently employed	7	1.8 %
Retired	88	22.0 %
Not provided	4	1.0 %
Total	400	100.0 %

**Q5. Are any persons in your household, ages 16 and older, dependent on public transit or rides from friends or relatives because they do not have a car or do not drive?**

<u>Q5 Persons dependent on public transit</u>	<u>Number</u>	<u>Percent</u>
Yes	57	14.3 %
No	343	85.8 %
Total	400	100.0 %

**Q6. I am going to read you several purposes for a public transit system. For each one, please indicate whether you think the purpose should be very important, somewhat important, or not important in the design of transit services in Lee's Summit?**

(N=400)

	Very important	Somewhat	Not important	Don't know
Q6a Help people get to & from work during the day	57.0%	28.0%	10.3%	4.8%
Q6b Help people get to non-work destinations during the day	39.3%	42.0%	17.8%	1.0%
Q6c Help people get to destinations during the evening	39.1%	43.1%	16.3%	1.5%
Q6d Provide door to door service for disabled & special needs	77.5%	15.8%	4.5%	2.3%

**EXCLUDING DON'T KNOW**

**Q6. I am going to read you several purposes for a public transit system. For each one, please indicate whether you think the purpose should be very important, somewhat important, or not important in the design of transit services in Lee's Summit? (excluding don't know)**

(N=400)

	Very important	Somewhat	Not important
Q6a Help people get to & from work during the day	59.8%	29.4%	10.8%
Q6b Help people get to non-work destinations during the day	39.6%	42.4%	17.9%
Q6c Help people get to destinations during the evening	39.7%	43.8%	16.5%
Q6d Provide door to door service for disabled & special needs	79.3%	16.1%	4.6%



**Q7. If you were going to use public transit, which of the following would be the primary reason you would use it?**

<u>Q7 Primary reason to use public transit</u>	<u>Number</u>	<u>Percent</u>
Go to/from work	121	30.3 %
Go to/from school	51	12.8 %
Go to/from medical/dental appointments	148	37.0 %
Go to/from meals, social activities, daycare	136	34.0 %
Run errands/go shopping	132	33.0 %
Would never use public transit	112	28.0 %
Don't know	4	1.0 %
Total	704	

**Q8. I am going to read you some alternative modes of transportation to a single passenger vehicle. For each one, please tell me if you would be very willing, somewhat willing, or not willing to use that mode of transportation:**

(N=400)

	Very willing	Somewhat	Not sure	Not willing
Q8a Bus	27.5%	40.5%	7.3%	24.8%
Q8b Carpool	18.5%	33.8%	7.5%	40.3%
Q8c Vanpool	14.8%	32.3%	7.5%	45.5%
Q8d Walk	29.5%	34.5%	3.3%	32.8%
Q8e Bicycle	21.3%	28.3%	2.5%	48.0%

**EXCLUDING NOT SURE**

**Q8. I am going to read you some alternative modes of transportation to a single passenger vehicle. For each one, please tell me if you would be very willing, somewhat willing, or not willing to use that mode of transportation: (excluding not sure)**

(N=400)

	Very willing	Somewhat	Not willing
Q8a Bus	29.6%	43.7%	26.7%
Q8b Carpool	20.0%	36.5%	43.5%
Q8c Vanpool	15.9%	34.9%	49.2%
Q8d Walk	30.5%	35.7%	33.9%
Q8e Bicycle	21.8%	29.0%	49.2%

**Q9. How often do you walk to/from work, school, shopping or for recreation?**

Q9 How often do you walk to/from work, school, shopping or for recreation?	Number	Percent
Daily	84	21.0 %
Weekly	93	23.3 %
Monthly	41	10.3 %
I don't walk as a mode of transportation	182	45.5 %
Total	400	100.0 %

**Q10. How often do you bike to/from work, school, shopping or for recreation?**

Q10 How often do you bike to/from work, school, shopping or for recreation?	Number	Percent
Daily	3	0.8 %
Weekly	54	13.5 %
Monthly	38	9.5 %
I don't bike as a mode of transportation	305	76.3 %
Total	400	100.0 %

**Q11. How long in minutes would you be willing to walk or ride a bike to a bus stop, then use a fixed route bus system within Lee's Summit?**

Q11 How long in minutes would you be willing to walk or ride a bike to a bus stop, then use a fixed route bus system within Lee's Summit?	Number	Percent
Zero	90	22.5 %
5 to 10 minutes	211	52.8 %
11 to 15 minutes	80	20.0 %
Over 15 minutes	19	4.8 %
Total	400	100.0 %

**Q12. How likely would you be to use public transportation in the Lee's Summit area to go shopping, visit the doctor, or make other non-work related trips?**

Q12 How likely would you be to use public transportation in the Lee's Summit area to go shopping, visit the doctor, or make other non-work related trips?	Number	Percent
Very likely	77	19.3 %
Somewhat	163	40.8 %
Not likely	152	38.0 %
Don't know	8	2.0 %
Total	400	100.0 %

**Q13. How willing would you be to drive your car (or carpool) to a location where you park your car and then use an express bus to get to your final destination?**

Q13 How willing would you be to drive your car (or carpool) to a location where you park your car and then use an express bus to get to your final destination?

	Number	Percent
Very willing	90	22.5 %
Somewhat willing	165	41.3 %
Not willing	140	35.0 %
Don't know	5	1.3 %
Total	400	100.0 %

**Q14. How many miles from your home would you be willing to drive so you could park your car at a park-and-ride lot and use an express bus as your primary method of transportation to and from your most frequent destination?**

Q14 How many miles from your home would you be willing to drive so you could park your car at a park-and-ride lot and use an express bus as your primary method of transportation to and from your most frequent destination?

	Number	Percent
Less than 1 mile	96	24.0 %
1 to 4 miles	78	19.5 %
5 to 9 miles	141	35.3 %
10 miles or more	81	20.3 %
Not provided	4	1.0 %
Total	400	100.0 %

**Q15. On average, how many minutes does it currently take you to travel one way to/from work, school, or your most frequent destination?**

Q15 On average, how many minutes does it currently take you to travel one to/from work, school, or your most frequent destination?

	Number	Percent
5 minutes or less	85	21.3 %
6 to 10 minutes	77	19.3 %
11 to 15 minutes	60	15.0 %
16 to 20 minutes	35	8.8 %
21 to 25 minutes	32	8.0 %
26 to 30 minutes	44	11.0 %
31 to 40 minutes	37	9.3 %
More than 40 minutes	29	7.3 %
Not provided	1	0.3 %
Total	400	100.0 %

**Q16. If you were able to use public transit to get to/from work, school or your most frequent destination, what is the additional maximum time in minutes that a one-way trip to your most frequent destination could take, compared with driving?**

Q16 What is the additional maximum time in minutes that a one-way trip to your most frequent destination could take, compared with driving?

	Number	Percent
5 minutes or less	86	21.5 %
6 to 10 minutes	57	14.3 %
11 to 15 minutes	85	21.3 %
16 to 20 minutes	47	11.8 %
21 to 30 minutes	54	13.5 %
31 to 45 minutes	28	7.0 %
More than 45 minutes	34	8.5 %
Not provided	9	2.3 %
Total	400	100.0 %

**Q17. What is the most you would pay for a one-way bus trip to get to/from work, school or your most frequent destination?**

Q17 What is the most you would pay for a ONE-WAY bus trip to get to/from work, school or your most frequent destination?

	Number	Percent
50 cents or less	53	13.3 %
Between 50 cents and \$1	60	15.0 %
Between \$1 and \$1.50	49	12.3 %
Between \$1.50 and \$2	110	27.5 %
Between \$2 and \$4	71	17.8 %
More than \$4	46	11.5 %
Not provided	11	2.8 %
Total	400	100.0 %

**Q18. If convenient public transit were available near your home in the next few years, how many days per week would you use public transit?**

Q18 If convenient public transit were available near your home in the next few years, how many days per week would you use public transit?

	Number	Percent
None	113	28.3 %
1 day per week	75	18.8 %
2 days per week	37	9.3 %
3 days per week	71	17.8 %
4 days per week	11	2.8 %
5 or more days per week	51	12.8 %
Don't know	42	10.5 %
Total	400	100.0 %

**Q19. If you were going to use public transit, which of the following destinations would you be interested in using it to travel to?**

Q19 Destinations interested in	Number	Percent
Within Lee's Summit	205	51.3 %
Other cities in Jackson County	153	38.3 %
Country Club Plaza/UMKC/Mid-town KC	205	51.3 %
Downtown KCMO & Crown Center	208	52.0 %
Johnson County KS	102	25.5 %
Other	91	22.8 %
Total	964	

**Q19. Other**

Q19 Other	Number	Percent
AIRPORT	1	2.6 %
ALL	3	7.9 %
CERNER	1	2.6 %
CORPORATE WOODS	2	5.3 %
CORPORATE WOODS	2	5.3 %
FIRST FRIDAY DOWNTOWN	1	2.6 %
NORTH KC	2	5.3 %
SPORTS COMPLEX	6	15.8 %
SPRINT CAMPUS	2	5.3 %
SPRINT CENTER AND TRUMAN	1	2.6 %
SPRINT CENTER, LEGENDS	2	5.3 %
TRUMAN COMPLEX	1	2.6 %
TRUMAN SPORTS	2	5.3 %
TRUMAN SPORTS COMPLEX	12	31.6 %
Total	38	100.0 %

**Q19a. Where in Johnson County?**

Q19a Where in Johnson County	Number	Percent
Northeast	23	11.2 %
Northwest	28	13.7 %
East Central	35	17.1 %
Olathe	28	13.7 %
Other parts of the County	9	4.4 %
Total	123	



**Q20. What weekday time(s) would you be most interested in using public transit?**

Q20 Time of day most interested	Number	Percent
6AM-9AM	148	37.0 %
9AM-11AM	122	30.5 %
11AM-1PM	100	25.0 %
1PM-4PM	108	27.0 %
4PM-6PM	159	39.8 %
6PM-Midnight	81	20.3 %
Midnight-6AM	23	5.8 %
None	77	19.3 %
Total	818	

**Q20a. When or would you be interested in weekend public transit use?**

Q20a Time of day most interested weekend transit use	Number	Percent
6AM-9AM	75	18.8 %
9AM-11AM	129	32.3 %
11AM-1PM	157	39.3 %
1PM-4PM	126	31.5 %
4PM-6PM	136	34.0 %
6PM-Midnight	117	29.3 %
Midnight-6AM	44	11.0 %
None	109	27.3 %
Total	893	

**Q21. How have higher gas prices affected your interest in using public transportation during the past two years? Would you say you are:**

Q21 How have gas prices affected interest	Number	Percent
Much more interested	47	11.8 %
Somewhat more interested	63	15.8 %
Have about same level of interest	226	56.5 %
Are less interested	48	12.0 %
Don't know	16	4.0 %
Total	400	100.0 %

**Q22. How supportive would you be of increasing the amount of your current city tax dollars that are used for public transportation?**

<u>Q22 Support increasing city tax for public transportation</u>	<u>Number</u>	<u>Percent</u>
Very supportive	53	13.3 %
Somewhat supportive	119	29.8 %
Not sure	98	24.5 %
Not supportive	130	32.5 %
Total	400	100.0 %

**Q23. Prior to receiving this call, did you know that public transportation services are currently available in the City of Lee's Summit?**

<u>Q23 Know public transportation services available</u>	<u>Number</u>	<u>Percent</u>
Yes	225	56.3 %
No	175	43.8 %
Total	400	100.0 %

**Q24. Do you have any additional feedback regarding transit and desired transit services in Lee's Summit that were not discussed in the survey?**

- Need to reallocate funds not raise tax dollars.
- More information needs to provide.
- CITY PLANNING HAS TO ALLOW FOR PEOPLE TO ACCESS SHOPPING, ETC, WITHIN WALKING DISTANCE, CITY PLANNING NEEDS TO IMPROVE FOR LONG TERM PUBLIC TRANSPORTATION. IT'S ALL ABOUT SUSTAINABLE LIVING.
- Sidewalks to get to the bus stop would be safer.
- Need to improve walking in Lee's Summit.
- Build shelters for the bus stops.
- Support for those who have to get to work and have no other means to get there and for disabled.
- Depends on destinations and easy to get to. Treat it where it is convenient to get where you need to go.
- Hurry up and get it further out. And better times for pickups, and cheaper prices.
- Focus should be on transit dependent customers.

**Q24. Do you have any additional feedback regarding transit and desired transit services in Lee's Summit that were not discussed in the survey? (cont.)**

- Very difficult to walk safely in Lee's Summit. Need to improve pedestrian's ability to walk to grocery stores.
- Weekends (Friday, Saturday) express buses in evenings, going to Major entertainment Districts. Would be willing to pay \$10.00 round trip.
- Improve pedestrian network within Lee's Summit.
- I think it's very important particularly for people getting to and from work.
- Better advertising of the bus.
- More advertising!!!! I know nothing about it and I don't think my neighbors do either!
- Would like to see trolley go to downtown, shopping areas, Longview to Legacy Park and to John Knox Village.
- The Lee's Summit circulator needs to expand its coverage area, and cutoff times need to be expanded, as well.
- More taxis.
- Get more information out about public transit services that are currently available.
- Should be better sidewalks and bike lanes.
- Not one has ever paid off. Buses are run empty very often.
- Good thing to study.
- Light rail service to and from Lee's Summit bus to the train service and trolley service in Lee's Summit.
- Take a preference towards connectivity with other regions outside of Lee's Summit.
- Need to have more visibility, more advertising and more routes.
- Would like an express to Warrensburg.
- Would be more interested in a convenient train system to get to/from downtown.
- More information.
- Think of services should be self-supporting and government not pay for it.
- WOULD LIKE MORE ADVERTISING THEIR SERVICES A LITTLE MORE AND HAVE MORE INFORMATION OF OATS.
- Would like airport transit.
- Would like bus service all over the city 7 days a week & have round the clock service

**Q24. Do you have any additional feedback regarding transit and desired transit services in Lee's Summit that were not discussed in the survey? (cont.)**

- Lee's Summit is too small for a large amount of public transportation.
- Please no bus line in Lee's Summit.
- Do more advertising.
- WOULD LOVE TO HAVE A TROLLEY OR PUBLIC RAIL SYSTEM.
- Commuter bus should have longer hours.
- More biking trails and lanes.
- Make it more available for seniors.
- Interested in commuter rail line.
- Send public more info. I did not know we even had transit here.
- If there was reliable and convenient to the new trolley then I would consider it. Especially for work purposes.
- Need public transportation in Lee's Summit.
- More of tax services.
- I would like to see bicycles encouraged more.
- No interest at all. Strongly opposed.
- Better bus stop signage.
- It be good to have public transit.
- I would be interested in seeing public transit closer to retirement communities.
- Would like easier access to the transit system, travel to airport & to Royals & Chiefs games
- Privatization of Transit services.
- It would be very nice if we could have it around the clock.
- Very important to have public transportation.
- Would like to have more hours on weekends.
- They cross into Independence and Blue Springs, and I would like to see that happen.
- I would like to see rail cars put in.

**Q24. Do you have any additional feedback regarding transit and desired transit services in Lee's Summit that were not discussed in the survey? (cont.)**

- OATS needs to be more available to the elderly and handicapped other than taking others where they need to go.
- I would like to see the city pursue it.
- Make better connections to other cities in Metro area.
- We do not need in our area.
- Light rail into KC.
- Would like to have transportation spread out more in lee summit.
- Street car project.
- Public transit is something that is necessary to look into.
- I feel like my town does not need to expand on public transit in the Lee Summit area. I feel like the tax payers are already subsidizing more than enough things in the area and we don't need more public transit at this time.
- Don't need it.
- Have a light rail- that goes to downtown, KCI, and North Kansas City- like small rail system.
- We don't need it.
- Would like to see service that would connect with major areas in the KC metropolitan area.
- I had proposed a system to the city- to have a commuter service or a train- that runs on a grid- and it has stops in between say Oak Grove and Kansas City- and when people needs to get off on their stop they are able to get off the train- and once off the train there are buses, or vans there to take the passengers somewhere else.
- Needs to become more available
- Downtown independence as well.
- Need to have buses available all day long.
- No tax, not to miss trash.
- Light Rail.
- Rail line, I would like see it.
- More lines.
- No need for public transportation in Lee's Summit.
- Rail Line to the airport.

**Q24. Do you have any additional feedback regarding transit and desired transit services in Lee's Summit that were not discussed in the survey? (cont.)**

- Does not want publicly funded public transportation system.
- Way to connect to the KC metro system.
- Critical that other transits connect with the lee summit transit. Trolley to Airport.
- If they had bus goes to airport.
- Necessary for the people who need it.
- Amtrak stop in area.
- Need to go to more area's in Lee's Summit.
- Getting the rail system too come out in Lee's Summit.
- More advertising.
- Monorail or a train, rickshaw.
- Add a trolley.
- Public transportation is needed but doubt if it takes hold to go anywhere.
- Do not use taxes for public transit. It should be self-sufficient.
- Airport Express chain and light rail.
- Would be interested if work downtown.
- Did not know where there was any form of public transportation in Lee's Summit and the only form of public transportation was in the Truman Lakewood area but that's part of Kansas City.
- Too far out in city.
- Never thought about public transportation.
- LIGHT RAIL TO ST. LOUIS FROM OTHER AREAS OF KC OR LEE'S SUMMIT.
- SAFETY IS A CONCERN.
- Important for any system to be efficient.
- SPORTS COMPLEXES ARE GOOD AND DOWN TOWN FOR BUSINESS ARE GOOD - SECURITY ALSO LIKE TO SEE MORE MY EARNING TAX DEVOTED TO LEE'S SUMMIT TRANSIT
- VERY IMPORTANT FOR SENIORS AND LOW INCOME.

**Q24. Do you have any additional feedback regarding transit and desired transit services in Lee's Summit that were not discussed in the survey? (cont.)**

- Don't think public transit is necessary for Lee's Summit.
- Everybody needs to go to Europe to get an idea how to do this.
- Good idea.
- A drunk cab or something similar for the community to prevent drunk driving.
- OATS IS VERY HELPFUL. VERY SATISFIED.
- We have perfect rail line; we need to get it going.

**Q25. What is your zip code?**

<u>Q25 Zip code</u>	<u>Number</u>	<u>Percent</u>
64063	86	21.5 %
64064	56	14.0 %
64081	124	31.0 %
64082	49	12.3 %
64086	84	21.0 %
69081	1	0.3 %
Total	400	100.0 %



**Q26. In which city do you work, go to school, or generally travel to the most frequently outside your home?**

<u>Name of City</u>	<u>Number</u>
Bates City	4
Blue Springs	17
Gilman City	1
Gladstone	1
Grandview	3
Greenwood	1
Harrisonville	2
Independence	20
Johnson County	1
Kansas City, KS	6
Kansas City MO	68
Leawood	6
Lee's Summit	191
Lenexa	4
Merriam	1
Mission	1
North Kansas City	2
Olathe	5
Overland Park	26
Plaza	1
Raymore	4
Raytown	2
Sedalia	3
Shawnee	1
Warrensburg	6
Whiteman Air Force Base	3
Not provided	20
Total	400

**Q26-1. What is the zip code for that destination?**

Q26 Zip code	Number	Percent
60207	5	1.7 %
64011	4	1.4 %
64012	1	0.3 %
64014	5	1.7 %
64015	8	2.7 %
64030	4	1.4 %
64034	1	0.3 %
64050	4	1.4 %
64051	3	1.0 %
64055	2	0.7 %
64057	2	0.7 %
64063	35	12.0 %
64064	9	3.1 %
64081	56	19.2 %
64082	18	6.2 %
64083	2	0.7 %
64084	1	0.3 %
64085	1	0.3 %
64086	45	15.5 %
64093	5	1.7 %
64105	1	0.3 %
64106	6	2.1 %
64108	2	0.7 %
64109	1	0.3 %
64110	3	1.0 %
64111	4	1.4 %
64112	2	0.7 %
64113	1	0.3 %
64114	8	2.7 %
64119	1	0.3 %
64120	1	0.3 %
64125	1	0.3 %
64128	1	0.3 %
64129	2	0.7 %
64130	4	1.4 %
64133	2	0.7 %
64134	4	1.4 %
64137	1	0.3 %
64147	1	0.3 %
64151	2	0.7 %
64412	1	0.3 %
64642	1	0.3 %
64701	1	0.3 %
65305	3	1.0 %
66061	3	1.0 %
66102	1	0.3 %
66105	1	0.3 %
66160	2	0.7 %
66210	7	2.4 %
66211	2	0.7 %
66212	1	0.3 %
66214	1	0.3 %
66218	1	0.3 %
66219	2	0.7 %
66251	4	1.4 %
66612	1	0.3 %
Total	291	100.0 %

**Q27. What is your age?**

Q27 What is your age?	Number	Percent
Under 35 years	92	23.0 %
35 to 44 years	82	20.5 %
45 to 54 years	84	21.0 %
55 to 64 years	64	16.0 %
65+	78	19.5 %
Total	400	100.0 %

**Q28. Would you say your total annual household income is:**

Q28 Would you say your total annual household income is:	Number	Percent
Under \$25,000	32	8.0 %
\$25,000 to \$49,999	45	11.3 %
\$50,000 to \$74,999	47	11.8 %
\$75,000 to \$99,999	42	10.5 %
\$100,000 or more	86	21.5 %
Not provided	148	37.0 %
Total	400	100.0 %

**EXCLUDING NOT PROVIDED**

**Q28. Would you say your total annual household income is: (without "not provided")**

Q28 Would you say your total annual household income is:	Number	Percent
Under \$25,000	32	12.7 %
\$25,000 to \$49,999	45	17.9 %
\$50,000 to \$74,999	47	18.7 %
\$75,000 to \$99,999	42	16.7 %
\$100,000 or more	86	34.1 %
Total	252	100.0 %

**Q29. Respondent's gender:**

Q29 Gender	Number	Percent
Male	183	45.8 %
Female	217	54.3 %
Total	400	100.0 %

*Section 3:*  
***Survey Instrument***

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# 2015 Lee's Summit Transit Survey

date: \_\_\_\_\_ interviewer: \_\_\_\_\_ phone: \_\_\_\_\_

This is \_\_\_\_\_ and I'm calling from ETC Institute on behalf of the City of Lee's Summit. The reason I am calling is that the City is studying improvements to public transportation services. Your help is needed to assess how public transportation should be designed to best serve the needs of residents. Would you be willing to answer a few questions, which should take about 10-minutes?

## Do you live inside the city limits of Lee's Summit?

If YES – continue

If NO – end the interview

---

1. **Counting yourself**, how many people regularly live in your household? \_\_\_\_\_
  
2. How many people in your household (**counting yourself**) are?

____ Under age 10	____ Ages 40-59
____ Ages 10-19	____ Ages 60-69
____ Ages 20-39	____ Ages 70+
  
3. Which of the following methods of transportation do you usually use to get to and from work and other frequent destinations? (Check all that are mentioned)
  - \_\_\_\_ (1) Bicycle
  - \_\_\_\_ (2) Bus
  - \_\_\_\_ (3) Van pool
  - \_\_\_\_ (4) Carpool
  - \_\_\_\_ (5) Car
  - \_\_\_\_ (6) Other: \_\_\_\_\_
  
4. What is your current employment status?
  - \_\_\_\_ (1) Employed outside the home
  - \_\_\_\_ (2) Student
  - \_\_\_\_ (3) Operate home-based business
  - \_\_\_\_ (4) Homemaker/Stay-at-home parent
  - \_\_\_\_ (5) Not currently employed
  - \_\_\_\_ (6) Retired
  
5. Are any persons in your household, ages 16 and older, dependent on public transit or rides from friends or relatives because they do not have a car or do not drive?
  - \_\_\_\_ (1) Yes
  - \_\_\_\_ (2) No

6. I am going to read you several purposes for a public transit system. For each one, please indicate whether you think the purpose should be very important, somewhat important, or not important in the design of transit services in Lee's Summit?

	<u>Very</u> <u>Important</u>	<u>Somewhat</u> <u>Important</u>	<u>Not</u> <u>Important</u>
<u>Purpose</u>			
(A) Help people get to and from work during the day ..	1.....	2.....	3
(B) Help people get to non-work destinations during the day .....	1.....	2 .....	3
(C) Help people get to work and non-work destinations during the evening .....	1.....	2.....	3
(D) Provide "door to door" service for persons with disabilities and special needs .	1.....	2.....	3

7. If you were going to use public transit, which of the following would be the primary reason you would use it? If they currently use transit, ask: what is your primary reason for using public transit? [Check all that apply]

- (1) Go to/from work
- (2) Go to/from school
- (3) Go to/from medical/dental appointments
- (4) Go to/from meals, social activities, daycare
- (5) Run errands/go shopping, etc.
- (6) Would never use public transit

8. I am going to read you some alternative modes of transportation to a single passenger vehicle. For each one, please tell me if you would be very willing, somewhat willing, or not willing to use that mode of transportation:

	<u>Very</u> <u>Willing</u>	<u>Somewhat</u> <u>Willing</u>	<u>Not</u> <u>Sure</u>	<u>Not</u> <u>Willing</u>
(A) Bus .....	1 .....	2 .....	3.....	4
(B) Carpool .....	1 .....	2 .....	3.....	4
(C) Vanpool .....	1 .....	2 .....	3.....	4
(D) Walk .....	1 .....	2.....	3 .....	4
(E) Bicycle .....	1 .....	2.....	3 .....	4

9. How often do you walk to/from work, school, shopping or for recreation?

- (1) Daily
- (2) Weekly
- (3) Monthly
- (4) I don't walk as a mode of transportation

10. How often do you bike to/from work, school, shopping or for recreation?

- (1) Daily
- (2) Weekly
- (3) Monthly
- (4) I don't bike as a mode of transportation

**11. How long in minutes would you be willing to walk or ride a bike to a bus stop, then use a fixed route bus system within Lee's Summit?**

- \_\_\_\_(1) Zero
- \_\_\_\_(2) Five to ten minutes
- \_\_\_\_(3) Eleven to fifteen minutes
- \_\_\_\_(9) Over fifteen

**12. How likely would you be to use public transportation in the Lee's Summit area to go shopping, visit the doctor, or make other non-work related trips?**

- \_\_\_\_(1) Very likely
- \_\_\_\_(2) Somewhat likely
- \_\_\_\_(3) Not likely
- \_\_\_\_(9) Don't know

**13. How willing would you be to drive your car (or carpool) to a location where you park your car and then use an express bus to get to your final destination?**

- \_\_\_\_(1) Very willing
- \_\_\_\_(2) Somewhat willing
- \_\_\_\_(3) Not willing
- \_\_\_\_(9) Don't know

**14. How many miles from your home would you be willing to drive so you could park your car at a park-and-ride lot and use an express bus as your primary method of transportation to and from your most frequent destination?**

\_\_\_\_\_miles

**15. On average, how many minutes does it currently take you to travel one way to/from work, school, or your most frequent destination?**

\_\_\_\_\_minutes each way to travel to the destination

**16. If you were to use public transit to get to/from work, school or your most frequent destination, what is the additional maximum time in minutes that a one-way trip to your most frequent destination could take, compared with driving? (tell the respondent to include the time it takes to get on a bus or other form of transit from their home)**

\_\_\_\_\_additional minutes each way on transit

**17. What is the most you would pay for a ONE-WAY bus trip to get to/from work, school or your most frequent destination?**

Would pay \$\_\_\_\_\_for a ONE WAY trip

**18. If convenient public transit were available near your home in the next few years, how many days per week would you use public transit?**

- \_\_\_\_(0) None
- \_\_\_\_(1) 1 day per week
- \_\_\_\_(2) 2 days per week
- \_\_\_\_(3) 3 clays per week
- \_\_\_\_(4) 4 days per week
- \_\_\_\_(5) 5 or more days per week



**19. If you were going to use public transit, which of the following destinations would you be interested in using it to travel to? (READ LIST and CHECK ALL THAT APPLY)**

- (1) To travel within Lee's Summit
  - (2) To go to/from other cities in Jackson County
  - (3) To go to/from the Country Club Plaza/UMKC/Mid-town Kansas City
  - (4) To go to/from downtown Kansas City, MO and Crown Center
  - (5) To go to/from Johnson County, Kansas – ask 19a
  - (6) Other: (e.g. Cerner, Corporate Woods, Sprint Campus, Truman Sports Complex)
- 

**19a. where in Johnson County?**

- (1) Northeast JOCO (North of 1-435 and East of 1-35)
- (2) Northwest JOCO (West of 1-35 and North of K-10)
- (3) East Central JOCO (Between 1-435 and 135<sup>th</sup> Street and East of 1-35)
- (4) Olathe
- (5) Other parts of the County (Gardner, Spring Hill, Stanley, etc.)

**20. What weekday time(s) would you be most interested in using public transit?**

**[Check all that are mentioned]**

- (1) 6:00 am-9:00 am
- (2) 9:00 am-11:00 am
- (3) 11:00 am-1:00 pm
- (4) 1:00 pm- 4:00 pm
- (5) 4:00 pm-6:00 pm
- (6) 6:00 pm-midnight
- (7) midnight-6:00 am
- (9) None

**20a. when or would you be interested in weekend public transit use?**

**[Check all that are mentioned]**

- (1) 6:00 am-9:00 am
- (2) 9:00 am-11:00 am
- (3) 11:00 am-1:00 pm
- (4) 1:00 pm- 4:00 pm
- (5) 4:00 pm-6:00 pm
- (6) 6:00 pm-midnight
- (7) midnight-6:00 am
- (9) None

**21. How have changes in gas prices affected your interest in using public transportation during the past two years? Would you say you are:**

- (1) Much more interested in using public transportation
- (2) Somewhat more interested
- (3) Have about the same level of interest
- (4) Are less interested
- (9) Don't know

**22. How supportive would you be of increasing the amount of your current city tax dollars that are used for public transportation?** [if asked, current funding is used for Route 152 Lee's Summit Express and Lee's summit MetroFlex, along with OATS (not limited to elderly or disabled persons)]

- \_\_\_(1) Very supportive
- \_\_\_(2) Somewhat supportive
- \_\_\_(3) Not sure
- \_\_\_(4) Not supportive

**23. Prior to receiving this call, did you know that public transportation services are currently available in the City of Lee's Summit?**

- \_\_\_(1) Yes
- \_\_\_(2) No

**24. Could you provide any feedback regarding transit and desired transit services in Lee's Summit that were not discussed in the Survey?**

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**DEMOGRAPHICS**

**25. What is your zip code?** \_\_\_\_\_

**26. In which city do you work, go to school, or generally travel to the most frequently outside your home?**

Name of City: \_\_\_\_\_

What is the zip code for that destination? \_\_\_\_\_

**27. What is your age?**

- \_\_\_(1) Under 20
- \_\_\_(2) 20 to 24
- \_\_\_(3) 25 to 34
- \_\_\_(4) 35 to 44
- \_\_\_(5) 45 to 54
- \_\_\_(6) 55 to 64
- \_\_\_(7) 65 to 74
- \_\_\_(8) 75+

**28. Would you say your total annual household income is:**

- \_\_\_(1) Under \$25,000
- \_\_\_(2) \$25,000 to \$49,999
- \_\_\_(3) \$50,000 to \$74,999
- \_\_\_(4) \$75,000 to \$99,999
- \_\_\_(5) \$100,000 to \$124,999
- \_\_\_(6) \$125,000 or more

**29. Respondent's gender:**

\_\_\_\_(1) Male

\_\_\_\_(2) Female

THANKS FOR YOUR TIME - THIS CONCLUDES THE SURVEY.

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## Packet Information

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**File #:** 2016-0720, **Version:** 1

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Continued Discussion of Stormwater Program Funding Options

Issue/Request:

Information is provided on specific funding mechanisms.

Key Issues:

Comparison of three funding options - utility/user fees, CIP Sale Tax and use tax

Background:

City Council and PWC have been in discussions concerning the stormwater system and programs to maintain and improve the system since September 2015. There are many challenges from structural integrity to environmental compliance which will have to be addressed. Funding for the program will need to be identified. At the October 10 PWC meeting, members requested information on the pros and cons of three specific options: utility/user fees, the CIP Sales Tax and a use tax.

Presenter: Dena Mezger, Director of Public Works

LS

# Comparison of Stormwater Funding Options

Public Works Committee

November 21, 2016

# Background

- o At Oct. 10 PWC, members requested comparison of pros and cons for three funding options:
  - o Utility/user fee
  - o CIP sales tax
  - o Use tax

# USER FEE

## Pros:

- On-going long term dedicated solution for program
- Nexus between fees and amount of runoff - similar to water/sewer rate system
- No impact on general fund

## Cons:

- Costs and time to implement
  - Funds required to build the system database and structure program before voter approval
- More administration required for ongoing management
- Requires billing system



# CIP Sales Tax

## Pros:

- ◊ Good for specific projects and programs
- ◊ No special billing
- ◊ Easy to explain to public
- ◊ No impact on general fund

## Cons:

- ◊ Not permanent on-going funds for operation and maintenance

# USE TAX

## Pros:

- Can supplement other revenue streams
  - \$ 1M in use tax yields \$400K into general fund
- Permanent revenue source
- Prioritize needs for use of revenue

## Cons:

- Not adequate to fully fund program
- Not dedicated to specific uses by ballot
- Other uses may be unmet if dedicated funding source
- General use tax typical

## Packet Information

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**File #:** 2016-0726, **Version:** 1

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Presentation on Recommendations for CIP Sales Tax Renewal

Issue/Request:

Decision on proposal for sales tax renewal is needed.

Key Issues:

Current 1/2-cent CIP Sales Tax will expire on March 31, 2018.

Continuing the sales tax will require voter approval.

An April 2017 vote is proposed to avoid a possible gap in revenue.

The types of projects and programs, specific projects, funding levels and the term of the renewal need to be identified.

Proposed Committee Motion:

Background:

The first 1/2-cent capital sales tax was approved by voters in November 1997 for a term of 10 years. That tax, along with revenue from the excise tax, funded 17 road projects. The tax was renewed in April 2007 for another 10 years and specifically funded six major road projects. With excess revenue in the fund another, 16 smaller road projects were added in January 2016. With the pending expiration of the current tax, PWC is working with staff to determine what types of projects and programs should be funded from a proposed renewal as well as the proposed term.

Impact/Analysis:

Continuation of the sales tax will provide significant revenue for capital projects without impacting the general fund.

Timeline:

Finish: Ordinance for April 2017 ballot due by Jan. 24, 2017

Presenter: Dena Mezger, Director of Public Works

Recommendation: Staff recommends renewing the 1/2-cent CIP Sales Tax for a period of 15 years to fund transportation, transportation-related, and stormwater projects and programs.

Committee Recommendation:

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LS

# Recommendations for CIP Sales Tax Renewal

Public Works Committee

November 21, 2016



## Essential Questions

- Renew the CIP Sales Tax – yes or no?
- Types of projects to be funded – more than transportation?
- Specific projects and/or programs to fund?
- Term of renewal – 10 or 15 years?

## Uses of Funding

- Funding to date used for road projects
- Ballot language could be written to allow use for other types of projects
- Other potential project types in addition to roads - can include infrastructure operations and maintenance per state statutes





LS

# Potential Projects

(See attached file)

## Term of Renewal

- Current sales tax is for 10 years
  - Recent Parks Sales Tax renewal for 15 years
- Current annual revenue is approx. \$7.5M
- Potential Revenues
  - 10 years  $\approx$  \$ 75M (w/no growth)
  - 15 years  $\approx$  \$ 112.5M (w/no growth)

## Expediting Projects

- Debt financing can generate funds immediately to expedite projects
  - \$1M bond yields \$750K; remaining funds are to service P&I
  - \$1M smallest debt issued
  - Inter-fund loans paid back within 5 years
    - \$10M in capacity currently
  - Special obligation – commercial bank loans

## Essential Questions

- Renew the CIP Sales Tax – yes or no?
- Types of projects to be funded – more than transportation?
- Specific projects and/or programs to fund?
- Term of renewal – 10 or 15 years?

### Additional question

- Pay as you go or debt finance?

## Next Steps

- Dec – Present PWC recommendations to Finance & Budget Committee and/or City Council for discussion and decision
- By Jan 24, 2017 – Council decision on ordinance to place sales tax on ballot
- April 4, 2017 – Election

Questions?

Potential Future CIP Sales Tax Projects	Project Benefits	Cost Estimate	Project Source
<b>Road Projects</b>			
Colbern Rd Reconstruction - M350 to Douglas	Capacity; safety; ED of annexed area	\$ 10,000,000	Thoroughfare Master Plan (TMP)
Pryor Rd Widening - Longview to M150	Capacity; ED in south LS	\$ 15,000,000	TMP
Scherer Rd. Reconstruction - Sampson to Jefferson	Safety	\$ 12,000,000	TMP
3rd St. (East) - Green to M291	DT gateway (ED)- livable streets	\$ 4,000,000	TMP
3rd St. (West) - Jefferson to US50	DT gateway (ED)- livable streets	\$ 3,000,000	DT Big Five
Independence - Chipman to 5th	Livable streets	\$ 5,000,000	TMP
Douglas - Chipman to 2nd	Livable streets; capacity	\$ 5,500,000	TMP
Ward Rd - Chipman to 2nd/Blue Parkway	Livable streets- ped access to school	\$ 4,000,000	TMP
	Subtotal	\$ 58,500,000	TMP
<b>Transportation-related</b>			
Sidewalks - gap program	Ped access and connectivity	\$ 2,500,000	Citizen requests; sidewalk plan
Curbs - collector and residential streets	Safety; reduced future maintenance	\$ 5,000,000	Citizen requests
Downtown Parking Garage	ED- future parking demand	\$ 8,000,000	DT Parking Plan
Street lights - additional corridors & upgrades	Safety; reduced future energy costs	\$ 1,500,000	Streetlight policy
Greenwood Gap trail project	Connect LS to Katy Trail	???	
Set aside funding for MoDOT system projects	Help address state issues affecting LS	???	
	Subtotal	\$ 17,000,000	
<b>Stormwater</b>			
Structure flooding - approx. 35 locations	Health and safety	\$ 12,000,000	Citizen requests; policy priority
Streambank erosion	Threat to public infrastructure	\$ 2,500,000	maintenance requirements
Replace deteriorated CMP	System function; reduce maintenance	\$ 10,000,000	maintenance requirements
	Subtotal	\$ 24,500,000	
	Total Estimated Cost	\$ 100,000,000	