



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

Tuesday, June 20, 2017  
5:30 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. PUBLIC COMMENTS
4. APPROVAL OF ACTION LETTER
  - A. [2017-1285](#) Approval of the May 16, 2017 Action Letter
5. BUSINESS
  - A. [TMP-0521](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN OAK TREE FARM CLUBHOUSE/HOMES ASSOCIATION, INC., AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ON LANGSFORD ROAD AND CLUBHOUSE DRIVE.  
  
**Presenter:** Presenter: Sue Pyles, Staff Engineer
  - B. [TMP-0529](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT AND CASS COUNTY REGARDING SNOW REMOVAL AND ROAD MAINTENANCE TO PROVIDE FOR FUNDING OF A CAPITAL IMPROVEMENT PROJECT BY THE CITY OF LEE'S SUMMIT FOR WARD ROAD IMPROVEMENTS AND ONGOING MAINTENANCE RESPONSIBILITIES (COUNTY LINE ROAD TO 163RD ST.)  
  
**Presenter:** Presenter: Mark Green, Staff Engineer
  - C. [TMP-0531](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 6 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$58,630 FOR DESIGN OF BIDDING DOCUMENTS FOR TWO NEW MULTI-UNIT PRE-ENGINEERED T-HANGAR BUILDINGS AND A SINGLE

NEW T-HANGER TAXILANE AND OTHER INCIDENTAL WORK. (BOAC  
6/12/17)

**Presenter:** Presenter: Curt Powelson, ROW Agent

- D. [2017-1186](#) Discussion on a cost sharing agreement with Kansas City to operate the  
North Recycling Center.

**Presenter:** Presenter: Chris Bussen, Solid Waste Superintendent

6. ROUNDTABLE

7. ADJOURNMENT

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

## Packet Information

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**File #:** 2017-1285, **Version:** 1

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Approval of the May 16, 2017 Action Letter

Issue/Request:

Approval of the May 16, 2017 Action Letter.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move for approval of the Action Letter dated May 16, 2017.



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

Tuesday, May 16, 2017

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. CALL TO ORDER

The May 16, 2017 Public Works Committee meeting was called to order by Chairman Mosby, at 5:01 p.m. at City Hall, 220 SE Green Street, in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall.

2. ROLL CALL

**Present:** 3 - Chairperson Dave Mosby  
Councilmember Rob Binney  
Councilmember Phyllis Edson

**Absent:** 1 - Chairperson Craig Faith

3. PUBLIC COMMENTS

Mr. Ken Sessa addressed the Committee regarding agenda item J, Discussion of 5th Terrace Project and Alternate Capital Improvement Project Considerations, [and noted that agenda item B, a Resolution Adopting the FY2018 - FY2022 Capital Improvement Plan (CIP) in Accordance with the City of Lee's Summit Charter, still includes the 5th Terrace Project on page 5]. He reminded the committee members about the decision to remove the 5th Terrace Project from the list and to find a replacement project that has more of an impact with less negative public response.

APPROVAL OF AGENDA

Chairman Mosby moved agenda item J, the discussion of the 5th Terrace Project and Alternate Capital Improvement Project Considerations, to after agenda item A, the Monthly Landfill Tonnage Report and before agenda item B, the Resolution adopting the FY2018 - FY2022 Capital Improvement Plan (CIP).

4. APPROVAL OF ACTION LETTER

- A. [2017-1185](#) Approval of the April 26, 2017 Action Letter

Public Works Committee

Action Letter

May 16, 2017

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**A motion was made by Councilmember Edson, seconded by Chairperson Mosby, that these Minutes be approved. The motion carried by the following vote:**

**Aye:** 2 - Chairperson Mosby  
Councilmember Edson

**Nay:** 1 - Councilmember Binney

**Absent:** 1 - Chairperson Faith

5. BUSINESS

A. [2017-1052](#) Monthly Landfill Tonnage Report May 2017

Mr. Chris Bussen, Solid Waste Superintendent, reported the average tonnage per day that HES (Heartland Environmental Systems) took in at the Landfill. The Landfill took in an average of 343 tons of material per day in February; 379 tons per day in March; and 710 tons per day in April.

General discussion ensued.

**This Presentation was received and filed.**

J. [2017-1201](#) Discussion - 5th Terrace Project and Alternate Capital Improvement Project Considerations

Mr. Michael Park, City Traffic Engineer, presented the list of projects that was passed by City Council in February of 2016 to be funded from the 2007 transportation sales tax balance. That sales tax is limited to road and bridge projects and could not be used exclusively for stormwater or trail projects. He briefly reviewed the directions given to staff by the 2016 City Council for the types of projects to be considered for the recommended projects list. The recommended list, with one project added (Gateway Dr. which was very similar to 5th Ter.), was approved by City Council in February 2016.

General discussion ensued.

Staff was asked what project they would recommend for funding instead of 5th Terr. Mr. Park responded that staff would recommend Ward Rd, north of Tudor Rd to Blue Pkwy. It hadn't been recommended before because it was funded, by agreement, through development. Development in that area has been slow and the city has reached a capacity need. A developer is starting construction in the next couple of weeks on a four lane section of Ward Rd between Chipman Rd and Tudor Rd, leaving a two lane section that should be four lanes.

Staff also recommended that motions made on this agenda item be limited to modifying the existing consultant contract. Motions made to remove or add projects to the CIP list should be made on agenda item B; a Resolution adopting the FY2018 - FY2022 Capital Improvement Plan (CIP) in

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accordance with the City of Lee's Summit Charter.

**A motion was made by Chairperson Mosby, seconded by Councilmember Edson, to recommend to City Council to direct the City Manager to amend the scope of services for the 5th Street Bridge project to work completed and the hydrology studies. The motion carried by the following vote:**

**Aye:** 2 - Chairperson Mosby  
Councilmember Edson

**Nay:** 1 - Councilmember Binney

**Absent:** 1 - Chairperson Faith

- B.**     [RES. NO.](#)     A RESOLUTION ADOPTING THE FY2018 - FY2022 CAPITAL IMPROVEMENT  
[17-10](#)             PLAN (CIP) IN ACCORDANCE WITH THE CITY OF LEE'S SUMMIT CHARTER.  
(PWC 5/16/17)

Mr. Mike Anderson, Construction Manager, gave a presentation on the FY2018 Capital Improvement Plan. It is updated annually and a public hearing is held at a Planning Commission meeting. The presentation included major funding sources, completed projects, projects that were removed and new projects that were added.

General discussion ensued.

**A motion was made by Vice Chair Binney, seconded by Councilmember Edson, to recommend to City Council approval of a resolution adopting the FY2018 - 2022 Capital Improvement Plan (CIP) with the removal of the 5th Terrace Bridge Project and the addition of Ward Road (Chipman to Blue Parkway, project list item number 59) in accordance with the City Charter. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Mosby  
Councilmember Binney  
Councilmember Edson

**Absent:** 1 - Chairperson Faith

- C.**     [BILL NO.](#)     AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR LAND  
[17-115](#)             SURVEYING SERVICES IN THE AMOUNT OF \$24,005.00 FOR THE HOOK  
ROAD SHOULDER IMPROVEMENT PROJECT PURSUANT TO THE ON-CALL  
AGREEMENT FOR LAND SURVEYING SERVICES YEARLY CONTRACT  
(RENEWAL NO. 2017-302-1) BETWEEN ANDERSON SURVEY COMPANY,  
INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 5/16/17)

**A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Mosby  
Councilmember Binney  
Councilmember Edson

**Absent:** 1 - Chairperson Faith

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- D. [BILL NO. 17-116](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 423-322-72C FOR THE TODD GEORGE PARKWAY SHOULDER IMPROVEMENTS - COLBERN ROAD TO WOODS CHAPEL TO J.M. FAHEY CONSTRUCTION COMPANY AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$1,107,695.10. (PWC 5/16/17)

**A motion was made by Councilmember Edson, seconded by Vice Chair Binney, that this Ordinance be recommended for approval to the City Council. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Mosby  
Councilmember Binney  
Councilmember Edson

**Absent:** 1 - Chairperson Faith

- E. [BILL NO. 17-117](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Surface Seal) FOR THE SURFACE SEAL 17/18 PROGRAM TO VANCE BROTHERS INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$973,308.32. (PWC 5/16/17)

**A motion was made by Chairperson Mosby, seconded by Vice Chair Binney, that this Ordinance be recommended to send to the City Council. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Mosby  
Councilmember Binney  
Councilmember Edson

**Absent:** 1 - Chairperson Faith

- F. [BILL NO. 17-118](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 324-17/18 (Overlay) FOR THE MILL & OVERLAY PROGRAM TO SUPERIOR BOWEN ASPHALT COMPANY, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$2,748,399.64. (PWC 5/16/17)

**A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Mosby  
Councilmember Binney  
Councilmember Edson

**Absent:** 1 - Chairperson Faith

- G. [BILL NO. 17-119](#) AN ORDINANCE APPROVING AWARD OF RFQ 2017-307 TO STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS, FOR A ONE YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS FOR ON-CALL YEARLY ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME. (PWC

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5/16/17)

**A motion was made by Councilmember Edson, seconded by Vice Chair Binney, that this Ordinance be recommended for approval to the City Council. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Mosby  
Councilmember Binney  
Councilmember Edson

**Absent:** 1 - Chairperson Faith

- H. [BILL NO. 17-120](#) AN ORDINANCE AUTHORIZING EXECUTION OF MODIFICATION NO. 1 TO THE ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS ENGINEERS (RFQ NO. 2017-307), FOR A NOT TO EXCEED COST OF \$85,000.00, FOR ANNUAL TASKS ASSOCIATED WITH THE RESOURCE RECOVERY PARK, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME. (PWC 5/16/17)

**A motion was made by Chairperson Mosby, seconded by Vice Chair Binney, that this Ordinance be recommended to send to the City Council. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Mosby  
Councilmember Binney  
Councilmember Edson

**Absent:** 1 - Chairperson Faith

- I. [BILL NO. 17-121](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BARTLETT & WEST INC., FOR THE LANGSFORD ROAD BRIDGE REHABILITATION (RFQ NO. 44112-D) IN THE AMOUNT OF \$76,874.50 FOR A REVISED CONTRACT AMOUNT OF \$364,315.50, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME. (PWC 5/16/17)

**A motion was made by Vice Chair Binney, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Mosby  
Councilmember Binney  
Councilmember Edson

**Absent:** 1 - Chairperson Faith

6. ROUNDTABLE

Councilmember Edson announced that Whiteman Airforce Base will be bringing their bomb squad and SWAT trucks to the Big Truck and Equipment Show on Saturday, May 20, in front of City Hall.

Chairperson Mosby asked staff to mention to the new Public Works



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**Action Letter**

**May 16, 2017**

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Committee Chairperson to get involved in the Capital Improvement process because there has been a considerable outcry recently about the lack of communication with the public. Ms. Dena Mezger, Director of Public Works, said they will look at ways to make the process more transparent but the majority of the time no one shows up to the public hearings and with a list of twenty projects, it's hard to determine which ones will have opposition. It's also hard to determine who to communicate with and how to communicate with them, especially if there is not an HOA. Chairperson Mosby explained that he would like the committee members to have more input into the process because they are the representatives for the residents.

Mr. Chris Bussen, Solid Waste Superintendent, gave a quick update on how much material was collected during RecycleFEST in April.

Chairperson Mosby mentioned that a discussion on the North Recycling Center was removed from the agenda due to time constraints. It should be added to a future agenda for discussion. A discussion about the snow removal tracking system also needs to be added to a future agenda.

**7. ADJOURNMENT**

The May 16, 2017 Public Works Committee meeting was adjourned by Chairman Mosby at 6:46 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-0521, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN OAK TREE FARM CLUBHOUSE/HOMES ASSOCIATION, INC., AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ON LANGSFORD ROAD AND CLUBHOUSE DRIVE.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN OAK TREE FARM CLUBHOUSE/HOMES ASSOCIATION, INC., AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ON LANGSFORD ROAD AND CLUBHOUSE DRIVE.

Key Issues:

Oak Tree Farm is proposing to remove and replace two existing monument signs that will be located in the public right of way

Encroachments into the rights-of-way are subject to the City's standard license agreement

The proposed license agreement provides sufficient area for the location of the proposed monument signs and landscaping

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN OAK TREE FARM CLUBHOUSE/HOMES ASSOCIATION, INC., AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ON LANGSFORD ROAD AND CLUBHOUSE DRIVE.

Background:

-The existing sign corresponding with Exhibit A was discovered to be located on someone's personal property and is now proposed to be located in the right-of-way, north of the sidewalk at the northeast corner of Langsford Road and Noeleen Lane.

-The proposed sign corresponding with Exhibit B is proposed to be in the exact same location as the existing ground sign (in the island in the right-of-way on Clubhouse Drive).

Oak Tree Farm currently has three ground signs located throughout the subdivision to communicate neighborhood and community-wide events. Of the three existing ground signs, two are currently located in the City's rights-of-way on Clubhouse Drive and one is on private property not owned by the HOA. The sign on Clubhouse Drive near the main entrance at Langsford Road will be removed and replaced at its existing location. The ground sign near Noeleen Lane will be moved from its current location on the personal

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**File #:** TMP-0521, **Version:** 1

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property of 200 NE Noeleen Lane and re-installed in public right of way between the sidewalk property line of 201 NE Noeleen Lane.

Impact/Analysis:

There is no real impact on normal municipal operations due to the approval of the license agreement. It is consistent with other agreements currently in place.

Timeline:

Work would begin as soon as possible.

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Sue Pyles, Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN OAK TREE FARM CLUBHOUSE/HOMES ASSOCIATION, INC., AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ON LANGSFORD ROAD AND CLUBHOUSE DRIVE.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 17-**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN OAK TREE FARM CLUBHOUSE/HOMES ASSOCIATION, INC., AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INSTALLATION AND MAINTENANCE OF IMPROVEMENTS TO A PORTION OF THE CITY'S RIGHTS-OF-WAY ON LANGSFORD ROAD AND CLUBHOUSE DRIVE.

WHEREAS, the City presently owns right-of-way described in the attached License Agreement; and

WHEREAS, the city desires to license to Oak Tree Farm Clubhouse/Homes Association, Inc., and Oak Tree Farm Clubhouse/Homes Association, Inc. desires to license from the City, the property described in the attached License Agreement for the purpose of installing and maintaining two monument signs and landscaping.

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

SECTION 1. That the License Agreement between Oak Tree Farm Clubhouse/Homes Association, Inc., and the City of Lee's Summit, Missouri, attached hereto and incorporated by reference, is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

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

ATTEST:

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

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

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

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*  
APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes, Chief Counsel of Infrastructure and Planning

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Lee's Summit, Missouri (hereinafter called "City"), and Oak Tree Farm Clubhouse/Homes Association, Inc., a Missouri corporation (hereinafter called "Licensee").

### WITNESSETH:

WHEREAS, City owns rights-of-way, described in paragraph 1 below, and the City desires to license to Licensee and Licensee desires to license from the City a portion of the rights-of-way ("Licensed Premises") for the construction and maintenance of two Monument Signs ("Improvements").

NOW, THEREFORE, City, in consideration of the obligations hereby assumed by Licensee, hereby licenses and authorizes Licensee, its officers, members, contractors, agents, and guests, to enter and go upon the Licensed Premises, at all times during the continuance of this Agreement, and there to use and enjoy the Licensed Premises for the Improvements, subject to the following:

1. LICENSED PREMISES. The licensed premises consists of the right-of-way on the northeast corner of NE Noeleen Lane and NE Langsford Road, as shown in the diagram which is attached hereto as Exhibit A and incorporated by reference and the right-of-way along the middle of the paved roadway between 201 NE Country Lane and 200 NE Clubhouse Drive & 204 NE Clubhouse Drive, as shown in the diagram which is attached hereto as Exhibit B and incorporated by reference.

2. USE OF LICENSED PREMISES. Licensee, its officers, members, contractors, agents and guests shall have the right to use the Licensed Premises solely for the construction and maintenance of the Improvements. The Improvements on the Licensed Premises shall comply with all ordinances of the City and are subject to approval of the City.

3. RESTRICTION ON MODIFICATIONS AND IMPROVEMENTS. Except as specifically allowed by paragraph 2, Licensee, its officers, members, contractors, agents, and guests are prohibited from making any addition, modification or improvement to any part of the Licensed Premises, and are prohibited from placing, affixing or constructing any structure, utility, signage or markings on the Licensed Premises.

4. MAINTENANCE. Licensee agrees to maintain, at its sole cost, the Improvements to the Licensed Premises and the Licensed Premises, at all times during the continuation of this Agreement.

5. RESTRICTION AS TO WASTE. Licensee shall not, except so far as may be reasonably necessary for the maintenance of the Improvements on the Licensed Premises and the Licensed Premises as aforesaid, commit or permit any waste thereon, and in particular Licensee shall not without the permission in writing of City cut down or destroy or injure any bushes or trees. Licensee shall be liable for any damage done to the Licensed Premises, except as is permitted by this Agreement, by any persons entering upon the Licensed Premises on behalf of Licensee pursuant to the terms of this Agreement.

6. GENERAL INDEMNITY.

A. GENERAL. Licensee shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of Licensee or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that Licensee need not save harmless the City from claims, demands, losses and expenses (A) to the extent arising out of the sole negligence or misconduct of the City, its employees, agents, or contractors or (B) to the extent the claim, demand, loss, or expense is actually paid by insurance proceeds received by or for the City from its insurance coverages.

B. NO LIMITATIONS OR WAIVER. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Licensee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by Licensee. The City does not, and shall not, waive any rights against Licensee which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by Licensee, of any of the insurance policies described in this Agreement. Except as provided in subpart A above, this indemnification by Licensee shall apply regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

C. NOTIFICATION OF CLAIMS. With respect to any claims which are subject to indemnity hereunder, Licensee shall immediately notify the City of any and all claims filed against Licensee or Licensee and the City jointly, and shall provide the City with a copy of the same.

D. CHALLENGES TO CONTRACT. Licensee shall indemnify, defend and hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against the City with respect to the validity of the terms and conditions of this Agreement.

E. USE OF INDEPENDENT CONTRACTORS. The fact that Licensee carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, Licensee's duty of defense and indemnification under this section.

## 7. INSURANCE.

A. GENERAL PROVISIONS. Licensee shall file with the City evidence of liability insurance with an insurance company licensed to do business in Missouri. At all times while this Agreement remains in effect, and in recognition of the indemnification

provisions set forth above, Licensee shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect Licensee and the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of Licensee, or any person acting on their behalf, under this Agreement, including, but not limited to, Licensee's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, Licensee shall, during the term of this Agreement, keep on file with the Clerk of the City a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by Licensee, or an employee or officer of Licensee who has knowledge of Licensee's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations.

B. LIMITS AND COVERAGE.

- (1) Commercial General Liability: Minimum \$2,000,000 each occurrence limit for bodily injury and property damage; \$2,000,000 policy aggregate; \$2,000,000 products and completed operations aggregate.
- (2) Automobile Liability: Minimum \$2,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
- (3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$2,000,000 each occurrence.
- (4) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$2,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) The City shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

C. USE OF CONTRACTORS AND SUBCONTRACTORS. Licensee shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this paragraph. Said insurance shall be maintained in full force and effect until the completion of the work performed, and approval thereof by the City.

D. WORKERS' COMPENSATION. Licensee shall ensure that all contractors or subcontractors performing work for Licensee obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, Licensee shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims of such employees arising out of occurrences during work performed hereunder. Licensee hereby indemnifies the City for any damage resulting to it from failure of either Licensee or any contractor or subcontractor to obtain and maintain such insurance. Licensee further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. Licensee shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

8. REVOCATION. Notwithstanding any provision of this Agreement to the contrary, City may terminate this Agreement and revoke the license hereby granted as to all or any part of the Licensed Premises at any time upon sixty (60) days advance notice in writing, provided, however, no advance notice is required if Licensee shall break any of the conditions or obligations herein contained. Licensee may terminate this Agreement at any time upon sixty (60) days advance notice in writing. No such termination by Licensee shall negate any rights or obligations of the parties accrued through the date of such termination. In the event of the termination of this Agreement, the Licensee shall remove, at its sole expense, the Improvements from the Licensed Premises.

9. CONSTRUCTION OF AGREEMENT.

A. SIMPLE LICENSE. The license created by this Agreement shall be construed as a simple license (sometimes referred to as a "bare," "mere" or "naked" license) revocable at the will of the City, subject only to any advance written notice of revocation required by paragraph 8.

B. 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 this Agreement.

C. NON-WAIVER. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

D. JOINTLY DRAFTED. This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.

E. APPLICABLE LAW. This instrument shall be construed in accordance with the laws of the State of Missouri.



10. UNASSIGNABLE. The license created by this Agreement is solely for Licensee, its officers, members, servants, agents and guests and no others. Neither the license nor this Agreement, in whole or part, is assignable, except that at the request of Licensee, the City will consider assigning this Agreement to a homes association.

11. NON-SEVERABLE. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be deemed invalid and unenforceable, provided, however, that the terms and provisions of paragraphs 6 and 8 shall not be affected thereby and each term and provision of said paragraphs 6 and 8 shall be valid and enforced to the fullest extent permitted by law.

12. NOTICE. 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 ensure delivery and deposited in the United States Mail, first class, addressed to:

City Administrator  
City of Lee's Summit  
220 SE Green Street  
Lee's Summit, Missouri 64063

and notices to Licensee shall be addressed to:

Oak Tree Farm Clubhouse/Homes Association, Inc.  
Attn: Russ Gordon, President  
3304 NE Ralph Powell Road  
Lee's Summit, Missouri 64064

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

13. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereunder and all other representations of statements heretofore made, verbal or written, are merged herein and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

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, MISSOURI**

---

Mayor Randall L. Rhoads

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes  
Chief Counsel Infrastructure and Planning

Oak Tree Farm Clubhouse/Homes  
Association, Inc.

By: Russ Gordon OTF President  
[Signature]

**NOTARY FOR CITY OF LEE'S SUMMIT**

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this 22 day of May, 2017, before me personally appeared Russ Gordon to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the President of the Oak Tree Farm Clubhouse/Homes Association, Inc. and acknowledged said instrument to be his free act and deed and the free act and deed of said licensee.

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

**ERICA CUBEL**  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Nov. 7, 2020  
Commission # 16739205

Erica Cubel  
Print Name: Erica Cubel  
NOTARY PUBLIC

My Commission Expires: NOV. 7, 2020

\_\_\_\_\_  
[SEAL]

# LEE'S SUMMIT MISSOURI

Permit # PRSGN 2017-1160

## SIGN PERMIT APPLICATION

Project Business Name: Oak Tree Farm Subdivision  
 Project Address/Location: Center island @ Langford + Clubhouse Dr  
 Applicant: Russ Gordon  
 Applicant's Address: 1147 N Country Ln PL Lee's Summit Mo 64086  
 Applicant's Phone & Fax #: 816-246-5187 Fax same  
 Applicant's Email Address: russkgordon@retzeronet

### Type of Sign: Check only one

- Wall Sign (\$100)
  Monument/Detached Sign (\$100)  
 Temporary Sign (\$50)
  Directional Sign (\$50)

### Illumination: Specify whether the sign is illuminated

- Illuminated \*
  Non-Illuminated

**\*NOTE:** IF BRANCH CIRCUIT IS NOT CURRENTLY AVAILABLE FOR ILLUMINATED SIGN, A LICENSED ELECTRICAL CONTRACTOR MUST OBTAIN ELECTRICAL PERMIT PRIOR TO INSTALLATION. ALL SIGNS INVOLVING INTERNAL LIGHTS OR OTHER ELECTRICAL DEVICES OR CIRCUITS SHALL DISPLAY A LABEL CERTIFYING IT AS BEING APPROVED BY THE UNDERWRITER'S LABORATORIES, INC.

### Sign Dimensions and Setbacks for Wall and Monument/Detached Signs

Height of sign: 4.5 ft (X) Width of sign: 6 ft (=) Area of sign: 27 sq ft  
 Area of building façade/wall: \_\_\_\_\_ sq ft Total height of detached sign: 4.5 ft  
**Setbacks:** front property line: \_\_\_\_\_ ft rear property line: \_\_\_\_\_ ft  
 side property line: \_\_\_\_\_ ft side property line: \_\_\_\_\_ ft

The applicant understands that this permit is issued only for work described here in and included in **accompanying plans and specifications**. All rights and privileges acquired under the provisions of this Ordinance, or any application thereto, are merely licenses revocable at any time by the Director of Planning and Codes.

Russ Gordon  
Signature of Applicant

4-11-17  
Date

### For City use only, do not write below this line.

Electrical Permit Required:  N/A  Yes  No Zoning: \_\_\_\_\_ Permit Fee: \_\_\_\_\_

Receipt #: \_\_\_\_\_

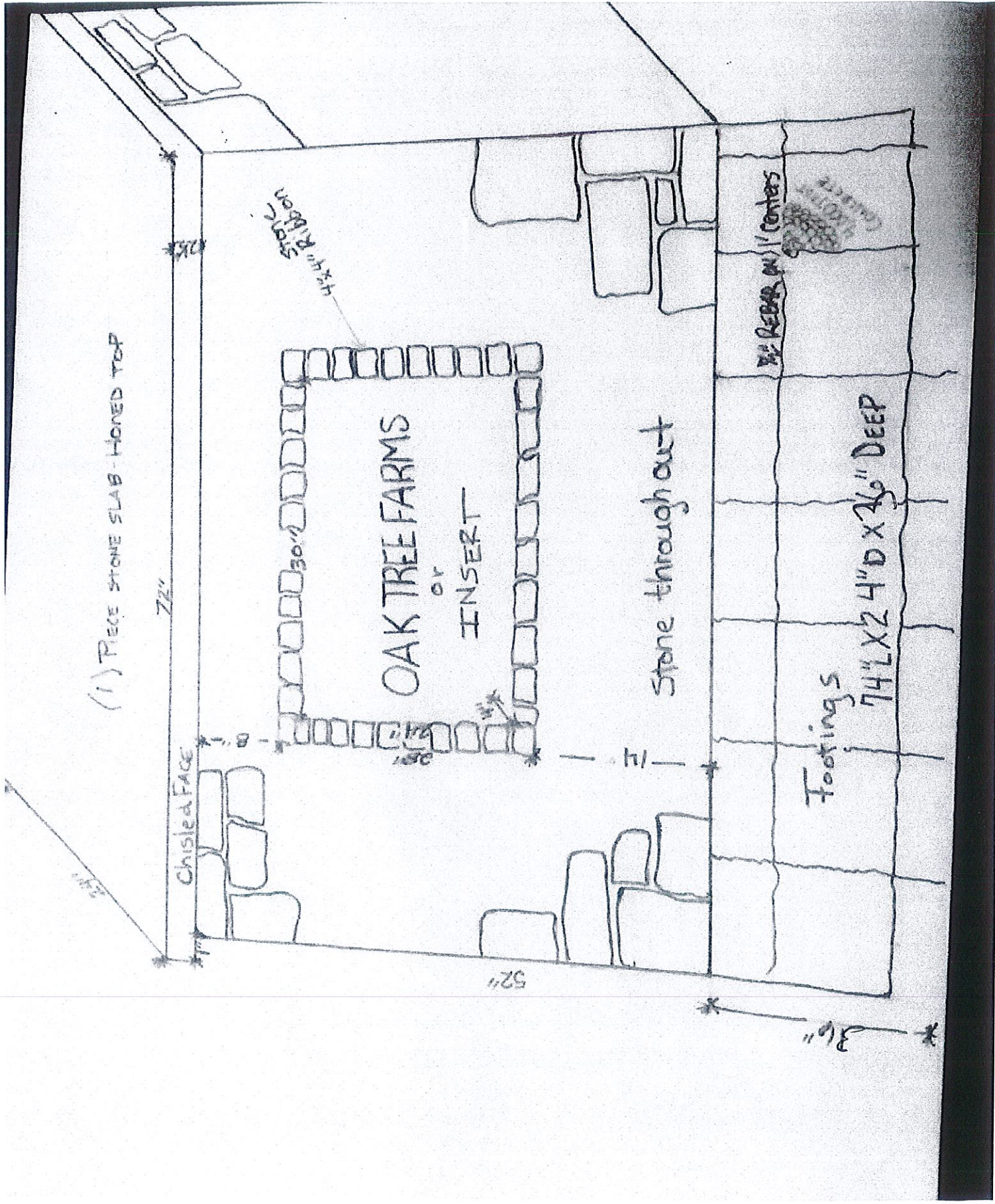
\_\_\_\_\_  
Signature of Codes Administration Plans Examiner

Approved: \_\_\_\_\_  
Planning and Codes Administration Date

### Remarks:

\_\_\_\_\_

Project Address



# Exhibit A



# **LEE'S SUMMIT** MISSOURI

Permit # PRSGN2017 - 1161

**SIGN PERMIT APPLICATION**

Project Business Name: Oak Tree Farm Subdivision  
 Project Address/Location: NE corner of Langford & Nolen  
 Applicant: Russ Gordon  
 Applicant's Address: 1147 NE Country Ln PL Leei Summit MO 64086  
 Applicant's Phone & Fax #: 816-246-5187 fax-same  
 Applicant's Email Address: russkgordon@retzero.net

**Type of Sign: Check only one**

- |  |  |
|--|--|
| <input type="checkbox"/> Wall Sign (\$100)     | <input checked="" type="checkbox"/> Monument/Detached Sign (\$100) |
| <input type="checkbox"/> Temporary Sign (\$50) | <input type="checkbox"/> Directional Sign (\$50)                   |

**Illumination: Specify whether the sign is illuminated**

- |  |   |
|--|---|
| <input type="checkbox"/> Illuminated * | <input checked="" type="checkbox"/> Non-Illuminated |
|--|---|

**\*NOTE:** IF BRANCH CIRCUIT IS NOT CURRENTLY AVAILABLE FOR ILLUMINATED SIGN, A LICENSED ELECTRICAL CONTRACTOR MUST OBTAIN ELECTRICAL PERMIT PRIOR TO INSTALLATION. ALL SIGNS INVOLVING INTERNAL LIGHTS OR OTHER ELECTRICAL DEVICES OR CIRCUITS SHALL DISPLAY A LABEL CERTIFYING IT AS BEING APPROVED BY THE UNDERWRITER'S LABORATORIES, INC.

**Sign Dimensions and Setbacks for Wall and Monument/Detached Signs**

Height of sign: 4.5 ft (X) Width of sign: 6 ft (=) Area of sign: 27 sq ft  
 Area of building façade/wall: \_\_\_\_\_ sq ft Total height of detached sign: 4.5 ft  
**Setbacks:** front property line: \_\_\_\_\_ ft rear property line: \_\_\_\_\_ ft  
 side property line: \_\_\_\_\_ ft side property line: \_\_\_\_\_ ft

The applicant understands that this permit is issued only for work described here in and included in **accompanying plans and specifications**. All rights and privileges acquired under the provisions of this Ordinance, or any application thereto, are merely licenses revocable at any time by the Director of Planning and Codes.

\_\_\_\_\_  
 Signature of Applicant

4-11-17  
 Date

**For City use only, do not write below this line.**

Electrical Permit Required:  N/A  Yes  No

Zoning: \_\_\_\_\_ Permit Fee: \_\_\_\_\_  
 Receipt #: \_\_\_\_\_  
 Approved: \_\_\_\_\_  
 Signature of Codes Administration Plans Examiner Planning and Codes Administration Date

**Remarks:**

\_\_\_\_\_

Project Address

(1) PIECE STONE SLAB - HONED TOP

72"

Chisled Face

Stone Ribbon  
4 1/4" thick

OAK TREE FARMS  
OR  
INSERT

30"

Stone throughout

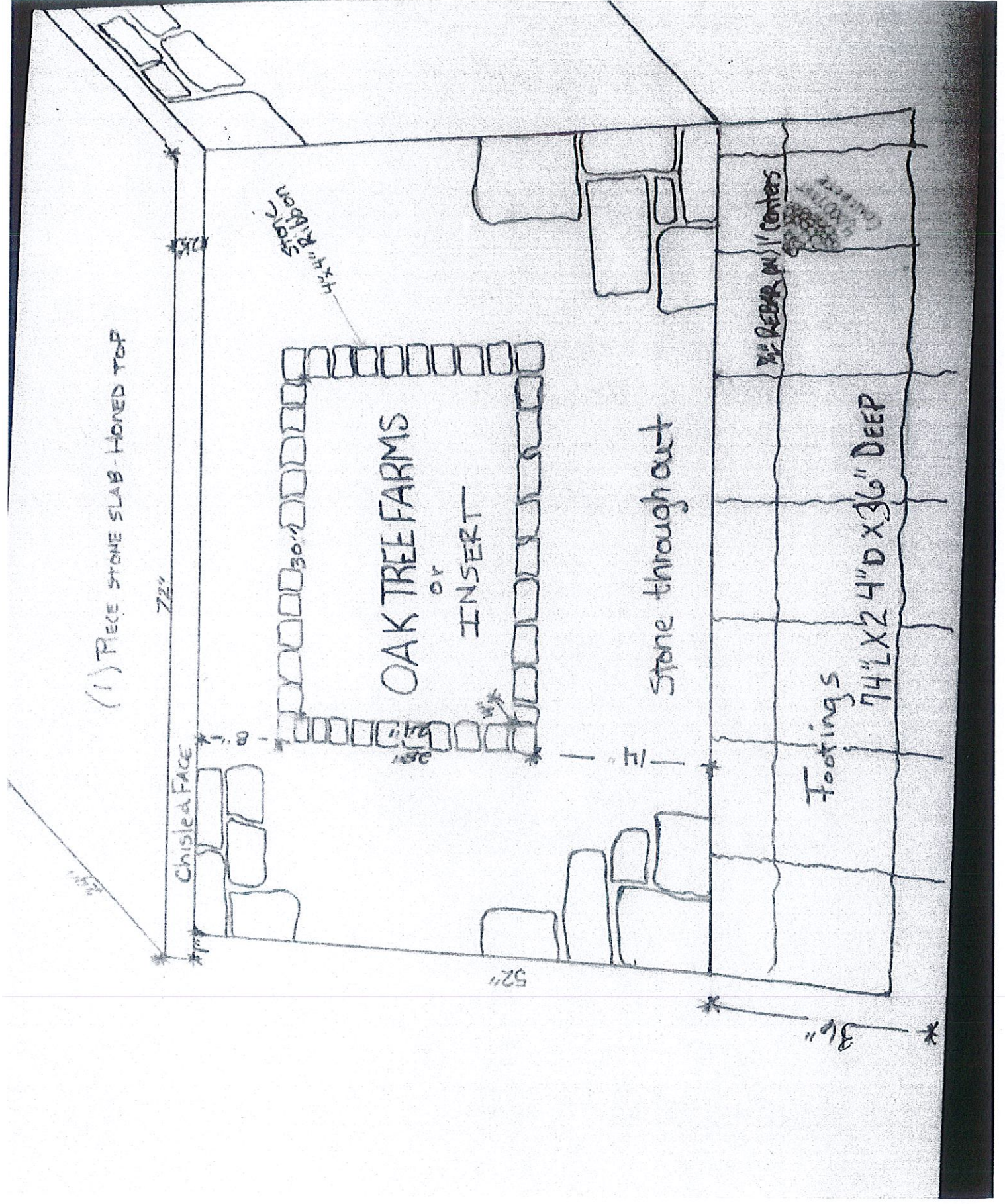
1/2" REBAR @ 1' CENTERS

Footings

74" L X 24" D X 36" DEEP

52"

36"



# Exhibit B





## Packet Information

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**File #:** TMP-0529, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT AND CASS COUNTY REGARDING SNOW REMOVAL AND ROAD MAINTENANCE TO PROVIDE FOR FUNDING OF A CAPITAL IMPROVEMENT PROJECT BY THE CITY OF LEE'S SUMMIT FOR WARD ROAD IMPROVEMENTS AND ONGOING MAINTENANCE RESPONSIBILITIES (COUNTY LINE ROAD TO 163RD ST.)

### Key Issues:

Ward Road improvements from County Line Road to South City Limits was approved by voters as part of the 2007 Capital Sales Tax Renewal

The project limits were later extended south to 163<sup>rd</sup> Street, causing work to be done outside the City Limits in unincorporated portions of Cass County

This agreement is necessary to complete the project in Cass County and continue an existing maintenance agreement with Cass County

### Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT AND CASS COUNTY REGARDING SNOW REMOVAL AND ROAD MAINTENANCE TO PROVIDE FOR FUNDING OF A CAPITAL IMPROVEMENT PROJECT BY THE CITY OF LEE'S SUMMIT FOR WARD ROAD IMPROVEMENTS AND ONGOING MAINTENANCE RESPONSIBILITIES (COUNTY LINE ROAD TO 163RD ST.)

### Background:

Improvements to Ward Road were approved by Lee's Summit voters as part of the 2007 Capital Sales Tax Renewal, hereinafter referred to as the "Project". This Project is primarily a complete streets project that includes sidewalk, shared-use path, street lighting, curb and gutter, enclosed storm drains, permitting requirements, utility relocations, culvert replacements or extensions, roadway widening to accommodate one vehicular lane in each direction of travel with turning lanes, pavement marking, signing, and pavement improvements, hereinafter referred to as the "Improvements."

The original project scope extended from County Line Road south to Fenwick Road because it was the last cross street entirely within the corporate limits of Lee's Summit. The project was later directed to be extended south to Raintree Parkway, which requires building west portions of the road outside the City Limits in

unincorporated areas of Cass County. The improvements outside the County's jurisdiction will be along Ward Road from approximately 1,150 feet south of Fenwick Drive to Raintree Parkway, 163rd Street, and then transition to match the existing road at Gore Road. The work will be fully funded through the Lee's Summit Capital Sales Tax Renewal.

Currently, the City and Cass County have an Interlocal Governmental Agreement to coordinate maintenance and capital improvements of the shared road. That agreement was approved by the City Council in 2009 by passage of Ordinance No. 6842. The modified agreement will continue maintenance of the new road, consistent with the previous agreement, which includes snow removal, pothole patching, and storm drainage maintenance.

City Staff conducted a public meeting to share the preliminary plans and initiated communications directly with Cass County Public Works and Cass County Commissioners to review the project scope. Cass County Commissioners and a few residents voiced specific objections to installing a sidewalk on the west side of the road and the City's proposal to annex the right of way.

Under guidance from Cass County, the City sent letters to unincorporated Cass County residents located along the west side of the road who were notified of the City's intention to annex the project roadway into the City of Lee's Summit. Both positive and negative comments were received regarding the proposed improvements and annexation.

Cass County decided to move forward by entering into an intergovernmental agreement that would not allow annexation, but instead continue the agreement for roadway maintenance. Cass County also approved the agreement on the condition that the proposed sidewalk along the west limits of the project. All other proposed design characteristics remain: 3-lane road with sidewalk along entire east side, 10-foot trail north of SW Fenwick Road.

This agreement was approved by Cass County on May 11, 2017. The final design phase and right of way acquisition within Cass County will commence upon approval of this agreement by the City. Most of the right of way has been acquired along the east side. The scheduled has assumed the some properties may require condemnation to meet estimated construction startup in 2018.

Presenter: Mark Green, Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT AND CASS COUNTY REGARDING SNOW REMOVAL AND ROAD MAINTENANCE TO PROVIDE FOR FUNDING OF A CAPITAL IMPROVEMENT PROJECT BY THE CITY OF LEE'S SUMMIT FOR WARD ROAD IMPROVEMENTS AND ONGOING MAINTENANCE RESPONSIBILITIES (COUNTY LINE ROAD TO 163RD ST.)

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT AND CASS COUNTY REGARDING SNOW REMOVAL AND ROAD MAINTENANCE TO PROVIDE FOR FUNDING OF A CAPITAL IMPROVEMENT PROJECT BY THE CITY OF LEE'S SUMMIT FOR WARD ROAD IMPROVEMENTS AND ONGOING MAINTENANCE RESPONSIBILITIES (COUNTY LINE ROAD TO 163RD ST.)

WHEREAS, Ward Road improvements from County Line Road to South City Limits was approved by voters as part of the 2007 Capital Sales Tax Renewal; and

WHEREAS, the project limits were later extended south to 163<sup>rd</sup> Street, causing work to be done outside the City Limits in unincorporated portions of Cass County; and

WHEREAS, this Amendment to the Interlocal Governmental Agreement approved by City Council by passage of Ordinance No. 6842 on October 8, 2017, is necessary to complete the project in Cass County and provide for continuing the duties and responsibilities of the previous agreement with Cass County.

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

SECTION 1. That an amendment to the Intergovernmental Agreement by and between the City of Lee's Summit, Missouri and Cass County, Missouri, generally for the purpose of snow removal and road maintenance regarding a capital improvement project paid for by the city of Lee's Summit to Ward Road Improvements and Maintenance (County Line Road to 163<sup>rd</sup> St.), a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, 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 \_\_\_\_\_, 2017.

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes, Chief Counsel of Infrastructure and Planning

# Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

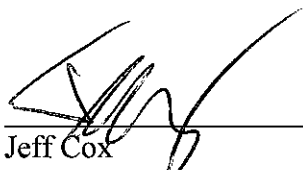
In the County Commission of Cass County, Missouri, at the April Term, 2017, held on the 11th day of May, 2017 amongst others, were the following proceedings:

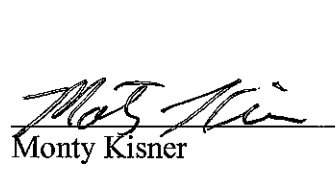
## RESOLUTION NO. 17-13 OF THE CASS COUNTY COMMISSION

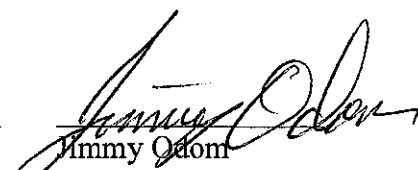
**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING SNOW REMOVAL AND ROAD MAINTENANCE TO REGARDNG A CAPITAL IMPROVEMENT PROJECT PAID FOR BY THE CITY OF LEE'S SUMMIT TO WARD ROAD IMPROVEMENTS & MAINTENANCE (COUNTY LINE ROAD to 163<sup>rd</sup> St.)**

**BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT,** the Commission hereby approves the Amendment to Intergovernmental Agreement Regarding Snow Removal and Road Maintenance to Ward Road and Maintenance of County Line Road to 163<sup>rd</sup> Street with City of Lee's Summit. The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THIS 11th DAY OF MAY, 2017.

  
\_\_\_\_\_  
Jeff Cox  
Presiding Commissioner

  
\_\_\_\_\_  
Monty Kisner  
Associate Commissioner  
Dist. 1

  
\_\_\_\_\_  
Jimmy Odom  
Associate Commissioner  
Dist. 2

ATTEST:

  
\_\_\_\_\_  
Michael J. Vinck, County Clerk  
Clerk of the Commission



**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING SNOW  
REMOVAL AND ROAD MAINTENANCE TO REGARDNG A CAPITAL  
IMPROVEMENT PROJECT PAID FOR BY THE CITY OF LEE'S SUMMIT TO WARD  
ROAD IMPROVEMENTS & MAINTENANCE (COUNTY LINE ROAD to 163<sup>rd</sup> St.)**

This AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT entered into this 11<sup>th</sup> day of May, 2017, by and between the CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipal corporation ("City"), and CASS COUNTY, MISSOURI, a political subdivision of the state of Missouri ("County"), for the purpose of defining the roles and responsibilities of the parties with respect to a capital improvement project of the City with respect to Ward Road (County Line Road to 163<sup>rd</sup> Street).

WHEREAS, Ward Road is a roadway which runs within both the corporate limits of the City and outside the City's corporate limits under the jurisdiction of the County and is the subject of a 2009 Interlocal Governmental Agreement approved by the City Council by passage of Ordinance No. 6842, in which roles and responsibilities were agreed upon; and

WHEREAS, Improvements to Ward Road were approved by Lee's Summit voters as part of the 2007 Capital Sales Tax Renewal, hereinafter referred to as the "Project". This Project is primarily a complete streets project that includes sidewalk, shared-use path, street lighting, curb and gutter, enclosed storm drains, permitting requirements, utility relocations, culvert replacements or extensions, roadway widening to accommodate one vehicular lane in each direction of travel with turning lanes, pavement marking, signing, and pavement improvements, hereinafter referred to as the "Improvements;" and

WHEREAS, the Improvements within the County's jurisdiction will be along Ward Road from approximately 1,150 feet south of Fenwick Drive to 163<sup>rd</sup> Street. The design plans are attached hereto as Exhibit A and incorporated herein as if fully set forth.

WHEREAS, the Improvements shall be fully funded through the Lee's Summit Capital Sales Tax Renewal; and,

WHEREAS, the parties agree that the City shall use its best efforts to maintain all Improvements covered under the Project upon completion of the Project in the same manner as set out in the Interlocal Governmental Agreement for maintenance of Ward Road, within and without the City limits.

WHEREAS, this Intergovernmental Agreement is intended to set forth the obligations of the parties with respect to said capital improvements project work and in all other respects the Interlocal Governmental Agreement of 2009 shall remain in place.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**1. Responsibilities of City**

- A. Bidding:** City has/and or will bid the work for the Ward Road

Improvements, pursuant to the City's internal competitive bid processes and procedures, and all applicable federal laws and regulations and the laws and regulations of the state of Missouri.

**B. Selection of Contractor:** City shall approve the bid(s) selected for the award of contract(s) pursuant to its normal purchasing guidelines and practices.

**C. Contract for Work:** City shall enter into a contract with the successful bidder(s) to perform all or portions of the Improvements.

**D. Costs incurred for the improvements to Ward Road:** The City shall bear 100% of the costs incurred for the Improvements.

**E. Maintenance:** Upon completion of the Improvements, City shall endeavor to maintain said Improvements through use of its contractors or City staff/resources as set out in the 2009 Interlocal Governmental Agreement, and subject to normal City maintenance standards for like Improvements. Maintenance performed by the City shall be at the City's sole cost.

## **2. County Responsibilities**

**A.** County shall approve all proposed plans for the Improvements which are subject to this Agreement, provided such plans are consistent with those contained in Exhibit A.

**B. Ownership of Improvements:** Upon completion of the Improvements, County shall own all such Improvements located within its roadway jurisdiction and County shall continue ownership of any and all right-of-ways and roadways it currently owns or has ownership interest in.

**C. Right of Way Permits:** County shall cooperate with City to provide necessary right-of-way or other permits necessary for the City or its Contractors to perform the improvements or maintenance thereto. No charge shall be made for such permits for this one project.

## **3. Applicable Standards and Approvals**

**A. General Provisions:** City shall require contractor(s) to perform all work pursuant to this Agreement in accordance with all applicable federal, state and local laws.

**B. Timing of Improvements:** City anticipates time to complete the improvements to be completed by December 31, 2018. All work to be performed pursuant to this Agreement shall be performed in a timely manner in order to achieve completion by said date.

**C. Warranty:** City shall require every contractor performing work under this Agreement to provide no less than a one (1) year warranty against material defects and workmanship.

**D. Bonding and Insurance:** City shall require all Contractors performing work pursuant to this Agreement to maintain performance, payment, and maintenance bonds in accordance with applicable law and shall require that the names of both City and County appear as co-obligee on any bond(s) securing performance, payment and maintenance with regard to any contract which includes work pursuant to this Agreement. City shall require all Contractors performing work pursuant to this agreement to procure and maintain in effect insurance sufficient to meet the limits required by the City and shall require that such policy name both City and County as additional insured with regards to any contract which includes work pursuant to this Agreement.

**E. Indemnification:** Any indemnification obligation imposed on any contractor pursuant to the work performed pursuant to this Agreement shall require such contractor to indemnify both City and County to the same extent.

**F. Prevailing Wage:** City shall require all contractor and subcontractors performing work pursuant to this Agreement to comply with all laws regarding the payment of prevailing wages.

**4. Complete Agreement:** This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties , provided that all other provisions of the Interlocal Governmental Agreement of 2009 shall remain in full force and effect and are not intended to be amended, deleted or in any manner changed except as provided herein.

**5. Sovereign Immunity:** Both City and County agree that nothing herein shall be construed as a waiver of the City's sovereign immunity as provided for in the Revised Statutes of the State of Missouri, see RSMo. Sections 537.0600 et, seq. The parties further agree as follows:

A. County shall retain ultimate control over the Improvements located within its roadway jurisdiction.

B. The County's duties to provide roadways free of dangerous conditions shall continue to extend to the portions of Ward Road covered by this Project and the Improvements.

**6. Captions.** Captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions.

**7. Authority.** The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by both parties.

**8. Jointly Drafted.** The parties hereto agree that this Agreement has been jointly drafted and shall not be construed more strongly against either party.



**9. Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.

**10. Termination.** This Agreement may be terminated in writing by either party upon thirty (30) days' notice to the other party and prior to the commencement of any work pursuant to this Agreement.

**11. Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Cass County, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

**12. Assignment.** Except as otherwise provided herein, neither party shall sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and express written consent of the other party.

**13. Notice.** Any notice required under the terms of this Agreement shall be deemed to have been given if mailed by United States mail, postage prepaid, and addressed as hereinafter specified. Notices to City shall be addressed as follows:

Director of Public Works  
City Hall, 220 SE Green Street  
Lee's Summit, Missouri 64063

Notices to County shall be addressed as follows:

Road and Bridge Superintendent  
30508 S. West Outer Road  
Harrisonville, Missouri 64701

**14. 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.

**15. Agreement Contractual.** The terms and provisions of this Agreement are contractual and not mere recitals.

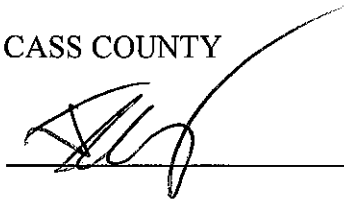
**16. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

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

CITY OF LEE'S SUMMIT

CASS COUNTY

\_\_\_\_\_

  
\_\_\_\_\_

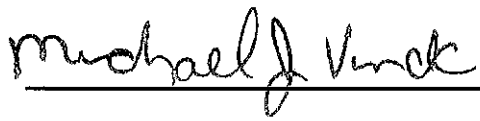
Mayor

Jeff Cox, Presiding Commissioner Cass County

ATTEST:

ATTEST:

\_\_\_\_\_


  
\_\_\_\_\_

City Clerk

Mike Vinck, Cass County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief of Infrastructure  
And Planning

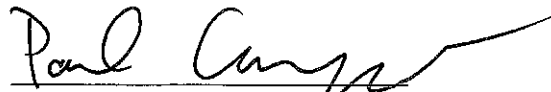
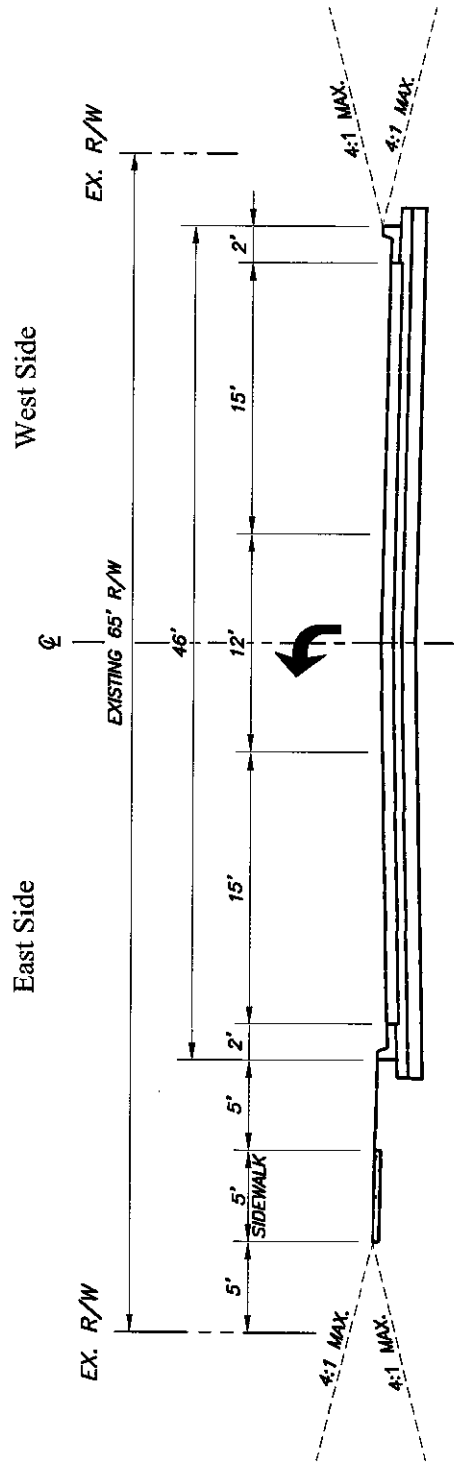
  
\_\_\_\_\_  
Paul Campo, Cass County Counselor

EXHIBIT A

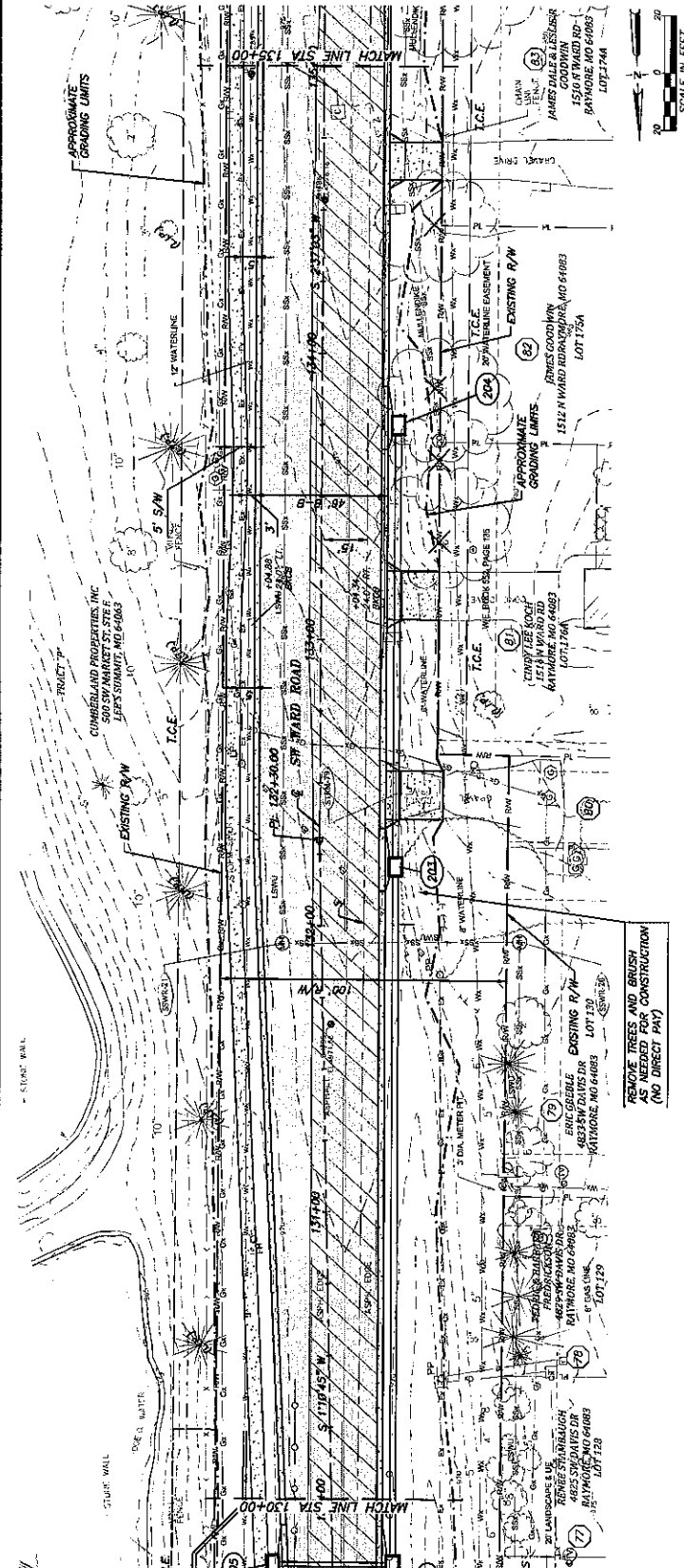
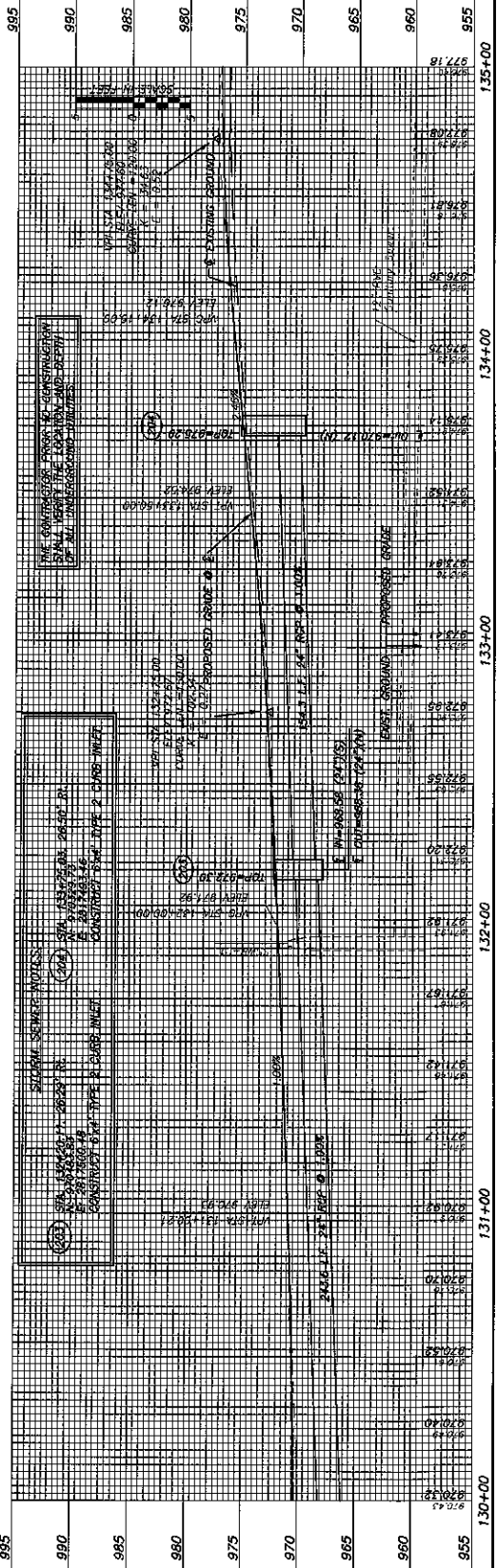


WARD ROAD TYPICAL SECTION  
15' OUTSIDE LANES



9900 Indian Creek Parkway, Suite 450  
Overland Park, Kansas 66210  
Phone: 816-298-1190  
Fax: 816-298-1111  
www.afinis.com

ENGINEERS & SURVEYORS  
Professional Seal: 191-101-0000  
Professional Seal: 191-101-0000  
Professional Seal: 191-101-0000



REMOVE TREES AND BRUSH AS NEEDED FOR CONSTRUCTION (NO DIRECT PAY)

STORM SEWER NOTES

EXISTING STRUCTURES

APPROXIMATE GRADING LIMITS

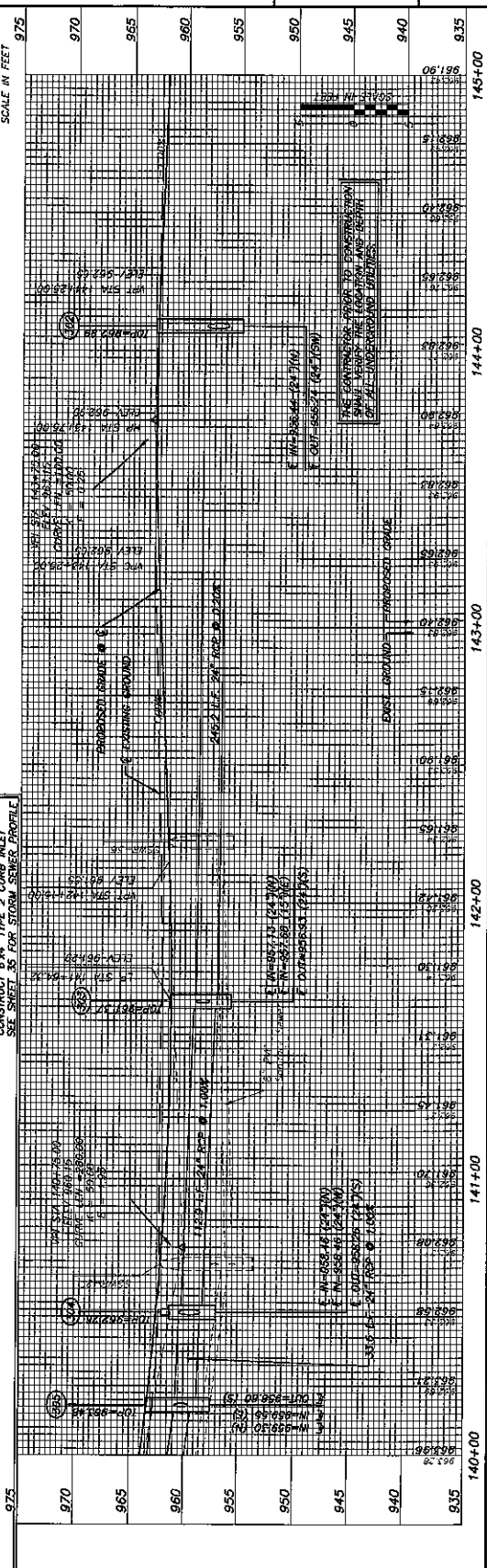
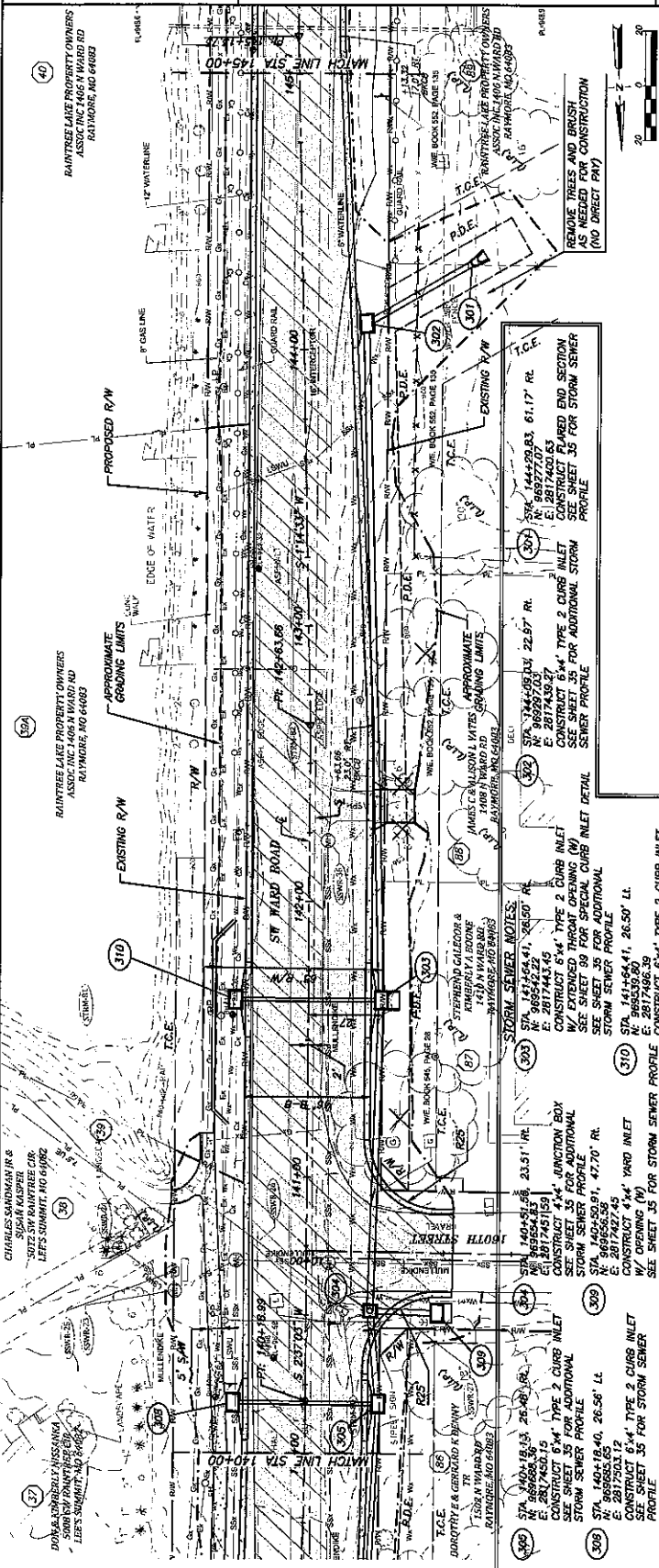
EXISTING R/W

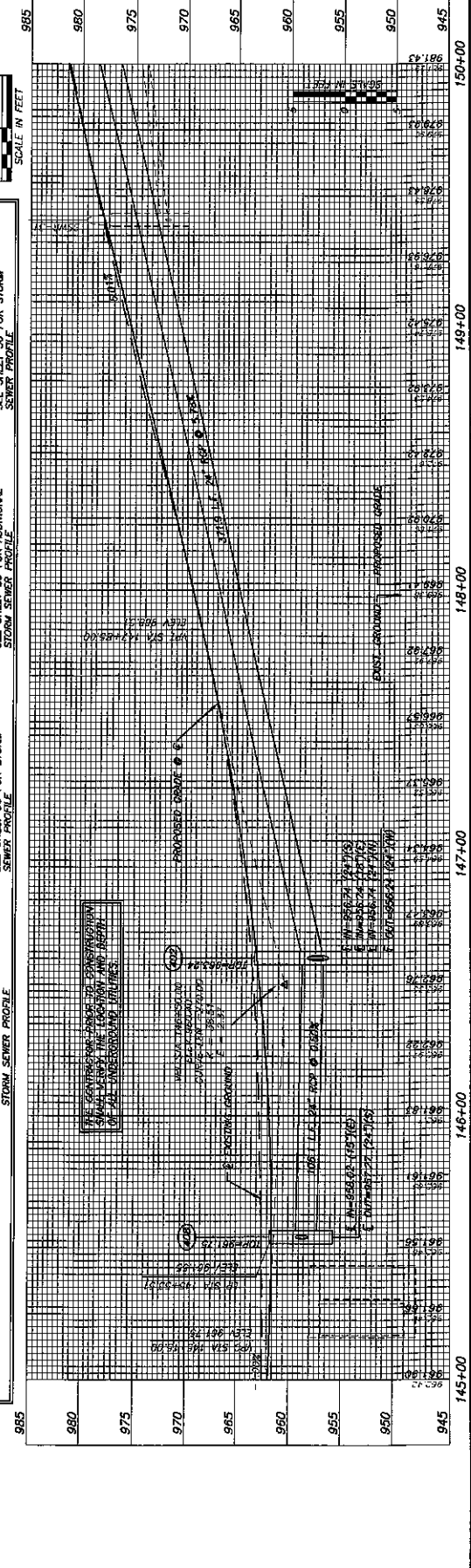
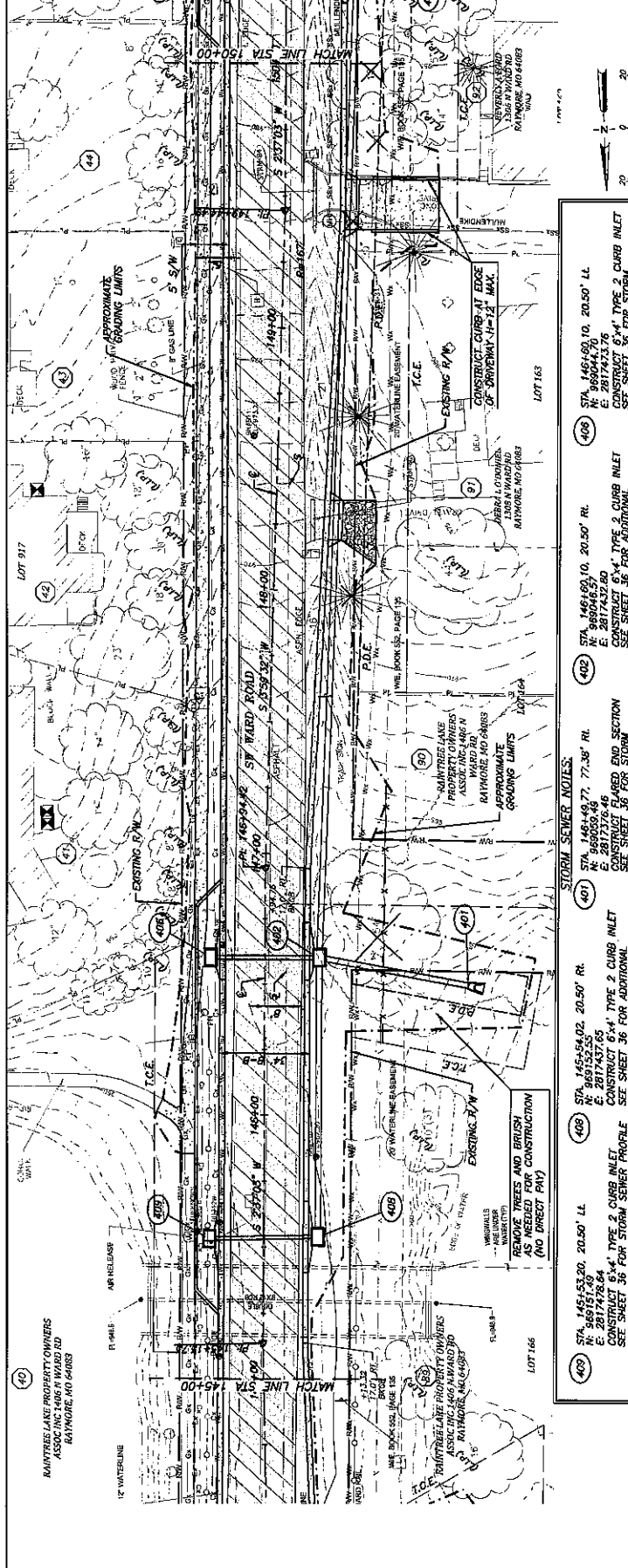
WARD ROAD

COUNTY LINE ROAD

GORE ROAD



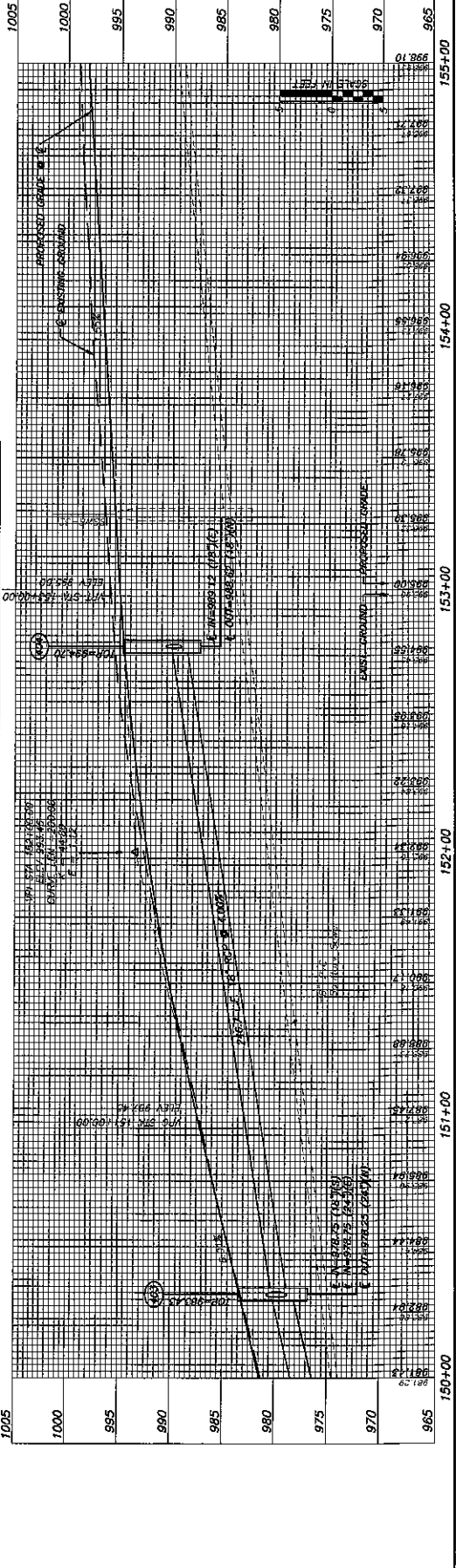
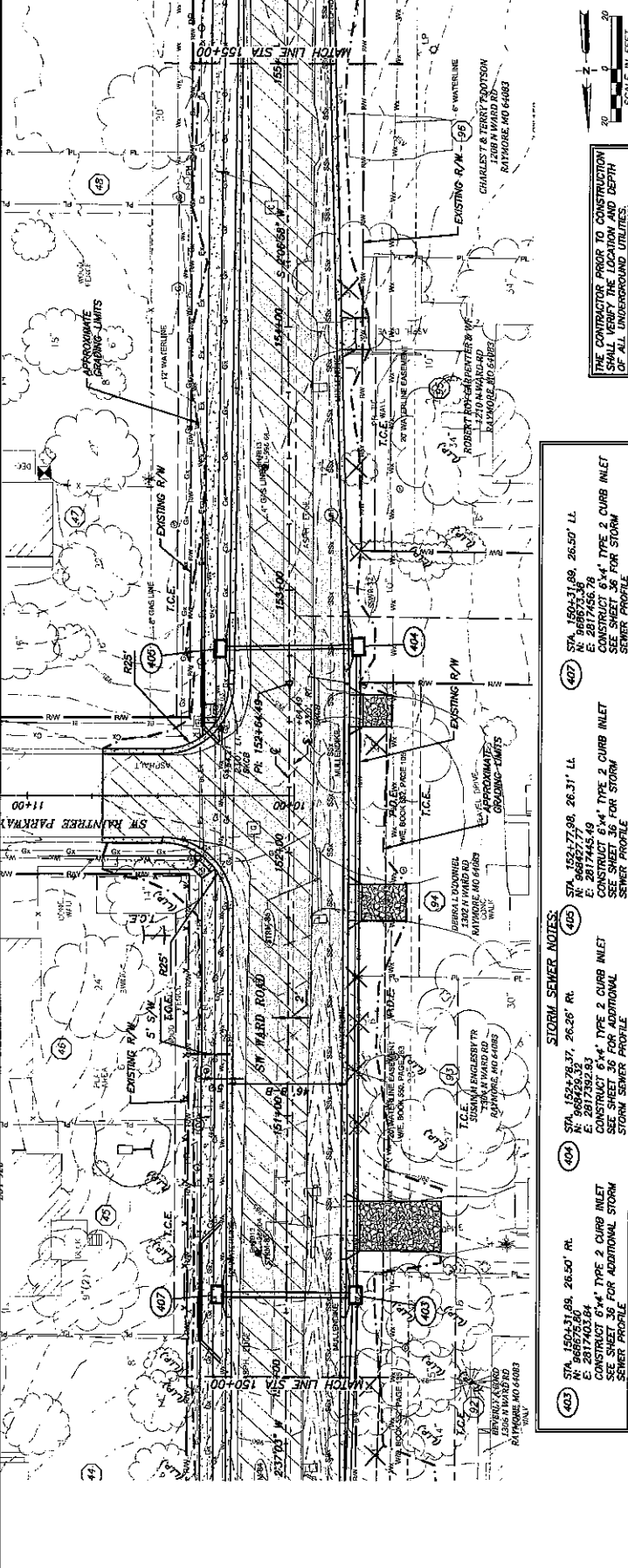






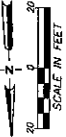
**Affinis**  
 8900 Indian Creek Parkway, Suite 400  
 Overland Park, Kansas 66210  
 Phone: 913-239-1100 Fax: 913-239-1111  
 www.affinis.com

ENGINEERS & ARCHITECTS  
 1100 N. GARDNER ROAD, SUITE 100  
 OMAHA, NE 68102  
 Phone: 402-426-1100 Fax: 402-426-1101  
 www.affinis.com

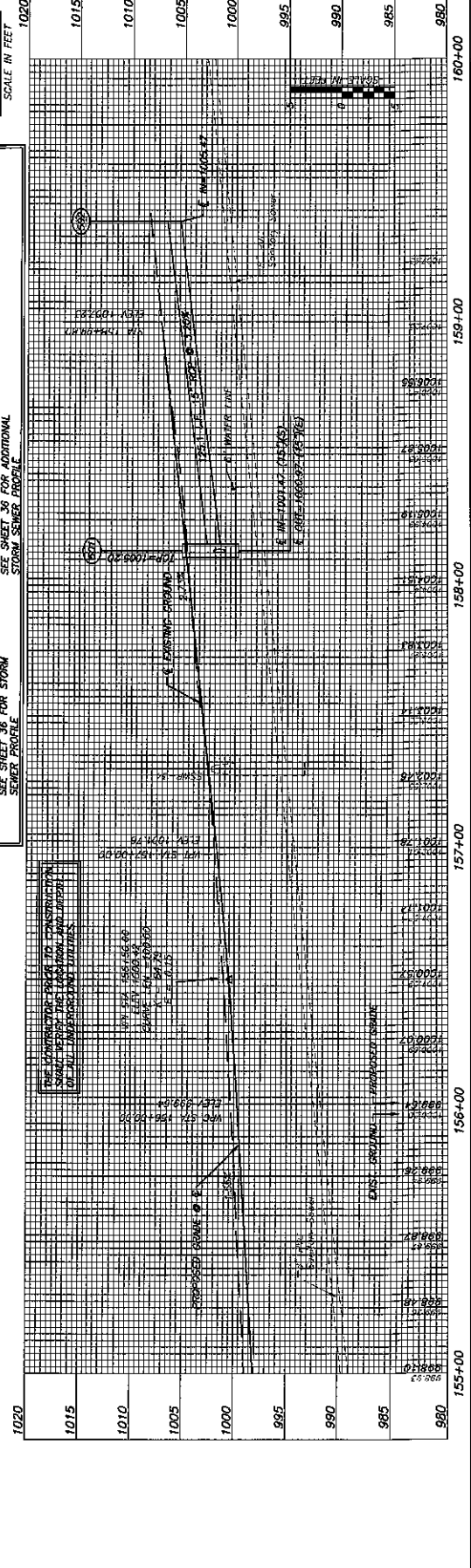
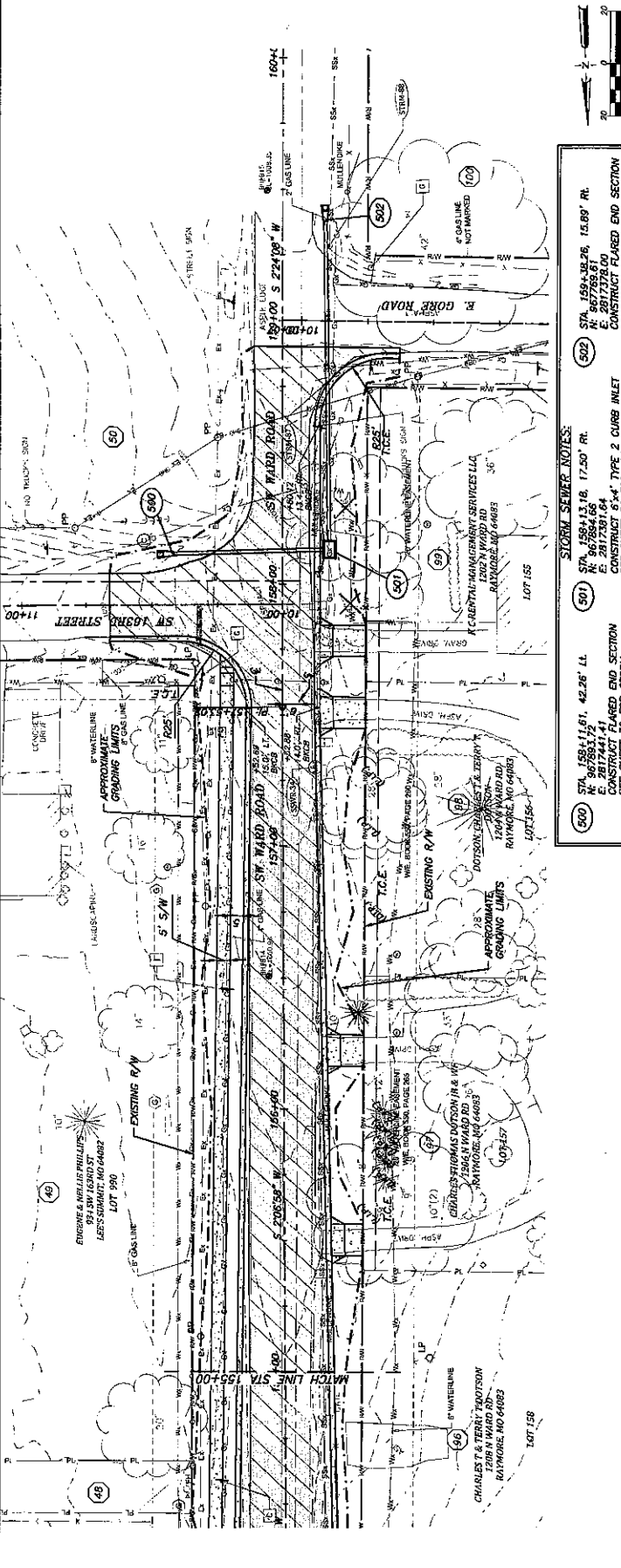


- STORM SEWER NOTES:**
- 403 STA. 1504+31.89, 26.50' R/L  
 N: 969575.80  
 C: 2817403.84  
 E: 2817456.78  
 SEE SHEET 20 FOR ADDITIONAL STORM SEWER PROFILE
  - 404 STA. 1524+78.37, 26.28' R/L  
 N: 969426.32  
 C: 2817352.83  
 E: 2817445.49  
 SEE SHEET 20 FOR ADDITIONAL STORM SEWER PROFILE
  - 405 STA. 1524+77.98, 26.31' L/L  
 N: 969573.38  
 C: 2817456.78  
 E: 2817456.78  
 SEE SHEET 20 FOR ADDITIONAL STORM SEWER PROFILE
  - 407 STA. 1504+31.89, 26.50' L/L  
 N: 969575.80  
 C: 2817403.84  
 E: 2817456.78  
 SEE SHEET 20 FOR ADDITIONAL STORM SEWER PROFILE

THE CONTRACTOR PRIOR TO CONSTRUCTION SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.



**ENGINEERS SURVEYORS**  
**Affinis**  
 8900 Midland Creek Parkway, Suite 450  
 Overland Park, Kansas 66212  
 Phone: 913-231-1120  
 Fax: 913-231-1111  
 www.affinis.com  
 11-22-18 REVISED - SEE SHEET 21 FOR MATCH LINES  
 PROJECT NUMBER: 18-012-0113-01-001-001  
 SHEET NO.: 22 OF 22



**STORM SEWER NOTES:**  
 (500) STA. 158+11.61, 42.26' LL  
 N: 967853.72  
 E: 2817241.41  
 CONSTRUCT FLARED END SECTION  
 SEE SHEET 36 FOR ADDITIONAL  
 SEWER PROFILE

(501) STA. 159+13.18, 17.50' RL  
 N: 967864.66  
 E: 2817278.00  
 CONSTRUCT FLARED END SECTION  
 SEE SHEET 36 FOR ADDITIONAL  
 STORM SEWER PROFILE

(502) STA. 159+18.26, 15.89' RL  
 N: 967769.61  
 E: 2817278.00  
 CONSTRUCT FLARED END SECTION

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING UTILITIES AND DEPTHS OF ALL UNDERGROUND UTILITIES.

## Packet Information

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**File #:** TMP-0531, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 6 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$58,630 FOR DESIGN OF BIDDING DOCUMENTS FOR TWO NEW MULTI-UNIT PRE-ENGINEERED T-HANGAR BUILDINGS AND A SINGLE NEW T-HANGER TAXILANE AND OTHER INCIDENTAL WORK. (BOAC 6/12/17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 6 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$58,630 FOR DESIGN OF BIDDING DOCUMENTS FOR TWO NEW MULTI-UNIT PRE-ENGINEERED T-HANGAR BUILDINGS AND A SINGLE NEW T-HANGER TAXILANE AND OTHER INCIDENTAL WORK.

Key Issues:

- This project will provide for some of the hangars replacement of the hangars that are scheduled to be removed as part of the Taxiway A project later this fall or spring 1018.
- Topographic Survey
- Geotechnical report for the purpose of designing the taxilane pavements and providing information to the pre-manufactured building manufactures for the purpose of foundation design.
- The development of bidding documents for the procurement of two pre-manufactured t-hangar buildings. Design shall include building layout, elevations, electrical service and performance requirements. The scope does not include the actual building design including foundations, actual sealed design drawings will be required by the contractor.
- Design of all pavements described above including pavement design, typical sections, grades, and material specifications.
- Development of a Construction Safety and Phasing Plan meeting the requirements of FAA AC 150/5370-2F.
- Submittal of 7460 Airspace reviews to FAA for the new buildings.
- Grading and erosion control
- Biding phase services including attendance at a pre-bid meeting, responding to questions and bid review and recommendation.
- Staff and the consultant are working towards eliminating or minimizing the gap between hangar removal in the Taxiway A project and the replacement hangar in this project.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 6 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$58,630 FOR DESIGN OF BIDDING DOCUMENTS FOR TWO NEW MULTI-UNIT PRE-ENGINEERED T-HANGAR BUILDINGS AND A SINGLE NEW T-HANGER TAXILANE AND OTHER INCIDENTAL WORK.

Background:

This project will provide for some of the hangars replacement of the hangars that are scheduled to be removed as part of the Taxiway A project later this fall or spring 1018. This project shall include the design of bidding documents for two new multi-unit pre-engineered T-hangar buildings and a single new T-hagar taxi lane to be located on the northwest side of the Lee's Summit Municipal Airport utilizing the existing taxilane for access to one side of the two new buildings. The project shall include the design of pavements to connect the existing taxi lane to one side of one of the buildings. The scope shall not include the design of a new taxilane to access the second side of the second building. Staff and the consultant are working towards eliminating or minimizing the gap between hangar removal in the Taxiway A project and the replacement hangar in this project.

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Presenter: Curt Powelson, ROW Agent

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 6 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$58,630 FOR DESIGN OF BIDDING DOCUMENTS FOR TWO NEW MULTI-UNIT PRE-ENGINEERED T-HANGAR BUILDINGS AND A SINGLE NEW T-HANGER TAXILANE AND OTHER INCIDENTAL WORK.

Committee Recommendation: Board of Aeronautic Commissioners recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 6 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$58,630 FOR DESIGN OF BIDDING DOCUMENTS FOR TWO NEW MULTI-UNIT PRE-ENGINEERED T-HANGAR BUILDINGS AND A SINGLE NEW T-HANGER TAXILANE AND OTHER INCIDENTAL WORK.

**BILL NO.**

**ORDINANCE NO.**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF MODIFICATION NO. 6 TO THE AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. FOR ON CALL ENGINEERING SERVICES FOR THE AIRPORT (RFQ 2015-300) IN THE AMOUNT OF \$58,630 FOR DESIGN OF BIDDING DOCUMENTS FOR TWO NEW MULTI-UNIT PRE-ENGINEERED T-HANGAR BUILDINGS AND A SINGLE NEW T-HANGER TAXILANE AND OTHER INCIDENTAL WORK.

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

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

WHEREAS, the amended engineering services contained in this Modification No. 6, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications, and considered in the review that was conducted by the City when awarding the contract for the Base Agreement; and

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

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

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, of a Modification No. 6 to On-Call Agreement Dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Lee's Summit Municipal Airport, which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

---

Mayor Randall L. Rhoads

ATTEST:

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

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

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

ATTEST:

\_\_\_\_\_  
City Clerk Denise R. Chisum  
APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Yendes, Chief Counsel of  
Infrastructure and Planning  
Office of the City Attorney

**MODIFICATION NO. 6 TO ON-CALL AGREEMENT  
DATED SEPTEMBER 3, 2015  
(RFQ NO. 2015-300)**

**FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

**WHEREAS**, the amended engineering services contained in this Modification No. 6, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; and

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

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

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

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

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

This project shall include the design of bidding documents for two new multi-unit pre-engineered T-hangar buildings and a single new T-hangar taxilane to be located on the northwest side of the Lee's Summit Municipal Airport utilizing the existing taxilane for access to one side of the two new buildings. The project shall include the design of pavements to connect the existing taxilane to one side of each of the new buildings and a new taxilane to provide access to the opposite side of one of the buildings. The scope shall not include the design of a new taxilane to access the second side of the second building. The scope of services for this work shall include:

- Topographic survey
- Geotechnical report for the purpose of designing the taxilane pavements and providing information to the pre-manufactured building manufactures for the purpose of foundation design.
- The development of bidding documents for the procurement of two pre-manufactured t-hangar buildings. Design shall include building layout, elevations, electrical service and performance requirements. This scope does not include the actual building design including foundations, actual sealed design drawings will be required by the contractor.
- Design of all pavements described above including pavement design, typical sections, grades, and material specification.
- Development of a Construction Safety and Phasing Plan meeting the requirements of FAA AC 150/5370-2F.
- Submittal of 7460 Airspace reviews to FAA for the new buildings.
- Grading and erosion control
- Biding phase services including attendance at a pre-bid meeting, responding to questions and bid review and recommendation.

Submittals include:

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

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

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

#### **ARTICLE IV PAYMENTS TO THE ENGINEER**

Payment will be made based upon hourly and direct expenses as shown in Exhibit A attached to this Modification No. 6 with a Not to Exceed Maximum Payment of \$58,630. All other terms of the Base Agreement not amended by the Modification to the On-Call Agreement shall remain in full force and effect.



This Modification No. 6 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Modification to On-Call Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

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

**ENGINEER:**

\_\_\_\_\_  
BY: Dan Meckes  
TITLE: President

ATTEST:

\_\_\_\_\_

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

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

Prep By	Tcs
DATE	05/31/17
Apprd	
DATE	05/31/17

TASK NO.	TASKS   CLASSIFICATIONS	MAN HOURS & LABOR SUMMARY										TOTAL		
		PRINCIPAL SENIOR PROJECT MANAGER / ARCHITECT	PROJECT MANAGER / ARCHITECT	SENIOR ENGINEER / LAND SURVEYOR	SENIOR ENGINEER / ARCHITECT	SENIOR TECHNICAL MANAGER	SENIOR PLANNER / GIS SPECIALIST	ENGINEER / ARCHITECT	SENIOR TECHNICIAN	TECHNICAL PLANNER	TECHNICAL MGR		TECHNICIAN II	TECHNICIAN I
1	CURRENT YEAR 2017 HOURLY RATES	\$200	\$195	\$165	\$135	\$125	\$115	\$115	\$125	\$80	\$100	\$75	\$50	TOTAL
2	Topographic Survey							4						4
3	Geotechnical Investigation							4						4
4	Preliminary Design Report/7460s		6					24						38
5	Construction Phasing Plan (CSP)		2					24						34
6	Proposed Improvements/Geometric Layout		2					16						26
7	Grading, Drainage, and Spot Elevations		2					24						34
8	Erosion Control		2					4						10
9	Typical Sections		2					8						18
10	Building Floor Plan and Elevations		2					16						26
11	Electrical building plan and details		2			36		8						54
12	Quantity Calcs, cost estimate, construction time calcs		2					8						14
13	Coordination/Review Meetings		6					6						12
14	Front End Documents		12					4						16
15	Technical Specifications		12					24						36
	Bidding Phase		8					12						20
	TOTAL MAN HOURS		60			36		178						346
	SUBTOTAL - BASE LABOR EFFORT		\$11,700			\$4,860		\$20,470						\$44,230
TASKS (CONTINUED)		TOTAL LABOR EFFORT	TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP	TOTAL EXPENSE	TOTAL FEE
1	Topographic Survey	\$460							\$4,000	\$400			\$4,400	\$4,860
2	Geotechnical Investigation	\$460							\$4,000	\$400			\$4,400	\$4,860
3	Preliminary Design Report/7460s	\$4,730											\$4,730	\$4,730
4	Construction Phasing Plan (CSP)	\$3,950											\$3,950	\$3,950
5	Proposed Improvements/Geometric Layout	\$3,030											\$3,030	\$3,030
6	Grading, Drainage, and Spot Elevations	\$3,950											\$3,950	\$3,950
7	Erosion Control	\$1,250											\$1,250	\$1,250
8	Typical Sections	\$2,110											\$2,110	\$2,110
9	Building Floor Plan and Elevations	\$3,030											\$3,030	\$3,030
10	Electrical building plan and details	\$6,850											\$6,850	\$6,850
11	Quantity Calcs, cost estimate, construction time calcs	\$1,710		\$50									\$1,710	\$1,710
12	Coordination/Review Meetings	\$1,860		\$50									\$1,860	\$1,860
13	Front End Documents	\$2,800											\$2,800	\$2,800
14	Technical Specifications	\$5,100		\$50									\$5,100	\$5,100
15	Bidding Phase	\$2,940		\$50									\$2,940	\$2,940
	TOTALS	\$44,230	\$100	\$500	\$500			\$8,000	\$800				\$53,630	\$53,630
	TIME PERIOD OF PROJECT	2017	2018	2019	2020	TOTAL								
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%								
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000								
	ESTIMATED CONTINGENCY													\$5,430
	ROUNDING													
	TOTAL FEE													\$59,720

REQUIRES INPUT TO COMPLETE

Man Hrs	Lbr & Exp	All
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**CRAWFORD, MURPHY & TILLY, INC.**  
**STANDARD SCHEDULE OF HOURLY CHARGES**  
**EFFECTIVE JANUARY 1, 2017**

<b>Classification</b>	<b>Regular Rate Per Hour</b>	<b>Overtime Rate Per Hour</b>
Principal	\$ 200	\$ 200
Senior Project Engineer/Manager	\$ 195	\$ 195
Project Engineer/Manager/Architect	\$ 165	\$ 165
Senior Engineer/Architect	\$ 135	\$ 155
Senior Technical Manager	\$ 125	\$ 145
Senior Planner/GIS Specialist	\$ 115	\$ 135
Engineer/Architect	\$ 115	\$ 135
Planner/Technical Manager	\$ 80	\$ 100
Land Surveyor	\$ 135	\$ 155
Senior Technician	\$ 125	\$ 145
Technician II	\$ 100	\$ 120
Technician I	\$ 75	\$ 90
Administrative Assistant/Accountant	\$ 50	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2018.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or subconsultant services furnished to the Crawford, Murphy & Tilly, Inc. by another company shall be invoiced at actual cost plus ten percent.

## Packet Information

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**File #: 2017-1186, Version: 1**

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Discussion on a cost sharing agreement with Kansas City to operate the North Recycling Center.

Issue/Request:

Consider the cost of Lee's Summit's one time expense and annual operating cost as part of the sharing agreement with Kansas City to operate the North Recycling Center.

Key Issues:

The North and South Recycling Centers were closed in February of 2016 and city-provided recycling services ceased at that time. Under this agreement,

Lee's Summit would:

- Staff the Center and provide roll-off boxes

Kansas City would:

- Pull the containers at no charge and keep the recycling revenue

Background:

The closing of the recycling centers was tied to the contract with Heartland Environmental Services, LLC, to manage the operations of the Landfill and Resource Recovery Park. As part of their offer to operate solid waste services in Lee's Summit, Heartland choose not to include recycling as part of their offered services. When the recycling centers closed in 2016, residents had the option of using trash hauler provided services for a fee, or using local schools drop-off recycling services. Later in 2016, the school districts' hauler changed their recycling program, resulting in the district closing access to public drop-off. This left single family residential customers with the only recycling option being curbside recycling. Other members of the public, such as those living in apartment complexes, now have no recycling options.

Impact/Analysis:

Opening a drop-off center would provide an option for citizens and businesses to participate in recycling. Unfortunately, the City no longer has a revenue stream through the Solid Waste Enterprise Fund to support a recycling center, and another funding source would need to be identified.

Annual operating cost for the Center: \$34,818

One-time cost to re-open the Center: \$32,142

One-time revenue available: \$13,885\*

\* Revenue available is anticipated from the Mid-America Regional Council Solid Waste Management District (MARC SWMD). Lee's Summit received a \$50,000 grant to assist with the original opening of the North Recycling Center. The City closed the center before the 10-year security interest period ended, resulting in the City paying MARC SWMD the remaining security interest from the grant, or \$13,885. The MARC SWMD is open to refunding the money to the City if the Center is re-opened.

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Chris Bussen, Solid Waste Superintendent

## FY18 North Recycling Center Projections

	FY18 Projections	Notes
<b>REVENUE-Revenue</b>	-	See one-time Revenue Below
<b>OTHER-Other</b>	-	
4713-0-Capital Project Reimb.	-	
4715-0-Bad Debt Recovery	-	
4716-0-Refunds & Reimbursements	-	
<b>EXPENSES-Expenses</b>	<b>34,818</b>	Also See one-time Expenses Below
<b>PERSONAL SER-Personal services</b>	<b>22,422</b>	
7000-0-Salaries-Regular	4,950	Contract Mgmt. & Admin. Support
7001-0-Salaries-Part Time	16,230	
7002-0-Overtime	-	
7005-0-Holiday Worked	-	
7007-0-Duty Pay	-	
7008-0-Short Term Disability Pay	-	
7009-0-FICA-Employer	-	
7010-0-FICA-PT	1,006	
7011-0-Medicare Deduction	236	
7012-0-Clothing Allowance	-	
7013-0-Car Allowance	-	
7014-0-Communication Allowance	-	
7015-0-Health/Dental Insurance	-	
7016-0-Health Insurance Rebate	-	
7017-0-OPEB-Other Post Empl Bene	-	
7018-0-Life Insurance	-	
7019-0-Worker's Compensation	-	
7020-0-Disability Insurance	-	
7021-0-Unemployment Insurance	-	
7022-0-Work Comp Employer Suplmt	-	
7023-0-Retirement-Lagers	-	
7028-0-GASB 68-Finance use only	-	
7099-0-VEH & GTL-non cash income	-	
<b>OTHR SUP SRV-Other supplies, services and charges</b>	<b>11,056</b>	
7200-0-Advertising Expense	1,250	

7201-0-Organizational Dues	-	
7202-0-Subscript To Periodicals	-	
7203-0-Insurance Expense	-	
7205-0-Postage Expense	-	
7206-0-Printing Expense	-	
7207-0-Professional Fees Expense	-	
7213-0-Rentals & Leases Expense	4,392	Airport Lease Agreement
7214-0-Uniform Rental	-	
7215-0-Recording & Abstracts Exp	-	
7217-0-Employee Training Expense	-	
7218-0-Travel & Meeting Expense	-	
7221-0-Sanitation Services	4,800	WCA Box Rental Fees
7223-0-Furn, Fix & Office Equip.	-	
7225-0-Miscellaneous Equipment	-	
7226-0-Ins Claim Exp-Reimbursable	-	
7228-0-Bad Debt Expense	-	
7230-0-Closure Expense	-	
7231-0-Postclosure Expense	-	
7232-0-Depletion Expense	-	
7233-0-Public Relations Expense	-	
7234-0-Special Events	-	
7236-0-Contributions Expense	-	
7238-0-Damages And Claims Exp	-	
7247-0-Remediation	-	
7248-0-Photoprocessing	-	
7249-0-Consumable Tools	100	
7251-0-Mobile Communications Exp	-	
7258-0-Telephone	-	
7259-0-Mobile Telephone Expense	384	Attendant basic service
7260-0-Asphalt	-	
7261-0-Concrete	-	
7262-0-Rock & Gravel	-	
7264-0-Other Construct Materials	-	
7269-0-Special Apparel	80	

7270-0-Office Supplies	50	
7272-0-Computer Supplies	-	
7273-0-Janitorial Supplies	-	
7278-0-Other Supplies	-	
7284-0-Freight	-	
7285-0-Bankcard Fees	-	
7287-0-Handling Fee	-	
7288-0-P-Card unallocated	-	
<b>R&amp;M-Repairs and maintenance</b>	<b>1,100</b>	
7300-0-Maint & Repair-Bldgs	100	
7301-0-Maintenance-Grounds	1,000	
7302-0-Maint & Repair-Other	-	
7304-0-Maint & Repair-Dp Equip	-	
7305-0-Maint & Repair-Vehicle	-	
7306-0-Maint & Repair-Other Eq	-	
<b>UTILITIES-Utilities</b>	<b>240</b>	
7403-0-Electricity	240	
7407-0-Water/Sewer	-	
<b>FUEL &amp; LUB-Fuel and lubricants</b>	-	
7500-0-Fuel/Lubricants Expense	-	

<b>One-time revenues/expenditures</b>		
<b>Revenue</b>		
Refunds & Reimbursements	(13,885)	MARC SWMD Grant Reimburse
<b>Total One-Time Revenue</b>	<b>(13,885)</b>	
<b>Expenditure</b>		
Installation cost of fencing, 756lf @ \$41.63/lf (115X87X50yds)	\$ 31,472	Securing Airport from Wildlife
Installation of front entrance sign	\$ 270	Posts and Quickrete needed only
Purchase of push mower	\$ 400	
<b>Total One-Time Expenditures</b>	<b>\$ 32,142</b>	
<b>Optional Funding for RecycleFEST</b>	<b>\$ 6,000</b>	2 Events per Year (Spring and Fall)