



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

Thursday, April 20, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 33

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

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

2. COUNCIL COMMENTS:

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

3. APPROVAL OF CONSENT AGENDA:

Items on the Consent Agenda are routine business matters for action by the City Council with no public discussion. All items have been previously discussed in Council Committee and carry a Committee recommendation. Consent agenda items may be removed by any Councilmember for discussion as part of the regular agenda.

MAYORS APPOINTMENTS:

A. [2017-1129](#) Mayor's Appointments:

Planning Commission: Reappoint Fred DeMoro and Colene Roberts, terms to expire 4-15-21.

Water Utilities Advisory Board: Reappoint Mike Atcheson and Roger Tilling, terms to expire 3-1-20.

4. PROPOSED ORDINANCES:

- A. [BILL NO. 17-76](#) AN ORDINANCE APPROVING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR**

NORTH PARK VILLAGE, LOTS 1-52 & TRACTS A-E SUBDIVISION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

- B. [BILL NO. 17-77](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1ST PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.
- C. [BILL NO. 17-89](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 40632472 FOR BRIDGE MAINTENANCE FY17 TO PCI ROADS, LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$343,327.65.
- D. [BILL NO. 17-90](#) AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING APPENDIX B; SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.
- E. [BILL NO. 17-91](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 3rd AND 4th PLATS FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.
- F. [BILL NO. 17-92](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 5th PLAT FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.
- G. [BILL NO. 17-93](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 1 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR THE COMPLETION AND REPORTING OF THE CEDAR CREEK BASINS 16 AND 20 PRIVATE I&I PILOT STUDY IN THE AMOUNT OF \$55,719.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.
5. **PRESENTATIONS:**
- A. [2017-1071](#) Presentation of 2017 Citizens Leadership Academy Participants.
6. **COMMITTEE REPORTS (Committee chairs report on matters held in Committee):**
7. **COUNCIL ROUNDTABLE:**

8. STAFF ROUNDTABLE:

- A. [2017-1130](#) Distribution of City's 2016 Annual Report
- B. [2017-1118](#) CONTINUED DISCUSSION OF STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEP 1

ADJOURNMENT

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

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

Packet Information

File #: 2017-1129, **Version:** 1

Mayor's Appointments:

Planning Commission: Reappoint Fred DeMoro and Colene Roberts, terms to expire 4-15-21.

Water Utilities Advisory Board: Reappoint Mike Atcheson and Roger Tilling, terms to expire 3-1-20.

Issue/Request:

Due to term expirations, Mayor Rhoads is seeking City Council approval of his appointments to the Planning Commission and Water Utilities Advisory Board.



LEE'S SUMMIT MISSOURI

Mayor Randall L. Rhoads

DATE: April 14, 2017
TO: City Council
FROM: Mayor Randall L. Rhoads
RE: Boards and Commissions Appointments

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

Mayor's Appointments:

Planning Commission: Reappoint Fred DeMoro and Colene Roberts, terms to expire 4-15-21.

Water Utilities Advisory Board: Reappoint Mike Atcheson and Roger Tilling, terms to expire 3-1-20.

Packet Information

File #: BILL NO. 17-76, **Version:** 1

AN ORDINANCE APPROVING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR NORTH PARK VILLAGE, LOTS 1-52 & TRACTS A-E SUBDIVISION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

Issue/Request:

CMH Parks, Inc. ("Developer") is seeking approval of the final plats for 52 single family home residential lots known as the "North Park Village, Lots 1-52 & Tracts A-E ". In Section 16.330 of the City's Unified Development Ordinance (UDO) requires all subdivision-related public improvements must be completed prior to approval of the final plats unless the Developer provides satisfactory security pursuant to Section 16.340 of the UDO.

The Developer desires to establish security for the Subdivision Improvements by deposit of a cash escrow in the manner set forth in the attached Cash Escrow Deposit Agreement. The City is willing to approve the use of a cash escrow as security for the construction of the remaining subdivision-related public improvements in a manner provided for in the attached Cash Escrow Deposit Agreement.

Key Issues:

n/a

Proposed City Council Motion:

I move for second reading of AN ORDINANCE APPROVING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR MILL NORTH PARK VILLAGE, LOTS 1-52 & TRACTS A-E SUBDIVISION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

I move for adoption of AN ORDINANCE APPROVING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR NORTH PARK VILLAGE, LOTS 1-52 & TRACTS A-E SUBDIVISIONS BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

Background:

December 8, 2016 - The City Council approved a development agreement entered into between the City and the developers of North Park Village by Ordinance No. 8035.

July 14, 2015 - The Planning Commission approved the Preliminary Plat (Application #2015-015) for North Park Village, Lots 1-93 and Tracts A-E.

March 22, 2016 - The Planning Commission approved the Final Plat (Application #2015-199) for North Park

Village, Lots 1-52 and Tracts A-E.

Impact/Analysis:

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Dawn Bell, Project Manager

Recommendation: Staff recommends approval of the Cash Escrow Deposit Agreement.

Committee Recommendation:

BILL NO. 17-76

AN ORDINANCE AUTHORIZING THE CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING THE INSTALLATION OF SUBDIVISION IMPROVEMENTS FOR THE NORTH PARK VILLAGE SUBDIVISION BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND CMH PARKS, INC. A TENNESSEE CORPORATION, D/B/A SUMMIT CUSTOM HOMES.

WHEREAS, CMH Parks, Inc. ("Developer") is seeking approval of the final plat for 52 single family home residential lots known as the "North Park Village, 1st Plat, Lots 1-52 & Tract A-E", (the "Project"), and Section 16.330 of the City's Unified Development Ordinance (UDO) requires all subdivision-related public improvements must be completed prior to approval of the final plats unless the Developer provides satisfactory security pursuant to Section 16.340 of the UDO; and,

WHEREAS, the Project is located approximately to the west of Todd George Road and the East of Todd George Parkway, South of Scruggs Road, in Lee's Summit, Missouri; and,

WHEREAS, the Developer desires to establish security for the Subdivision Improvements by deposit of a cash escrow in the manner set forth in the attached Cash Escrow Deposit Agreement; and,

WHEREAS, the City is willing to approve the use of a cash escrow as security for the construction of the remaining subdivision-related public improvements in a manner provided for in the attached Cash Escrow Deposit Agreement; and,

WHEREAS, the City's Design and Construction Manual, which is incorporated by reference into Chapter 22.5 of the City's Code of Ordinances requires a Certificate of Final Acceptance by the City prior to issuance of permanent occupancy for any building within the property described on the certificates; and,

WHEREAS, upon receipt of a cash escrow of a sufficient amount to cover the completion of the Outstanding Public and Private Improvements, and,

WHEREAS, the Developer promises to complete the required Outstanding Public and Private Improvements and hereby promises to deposit money with the City of Lee's Summit to be held in trust (the "Escrow Account") for such purpose.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby approves the Cash Escrow Agreement Regarding Outstanding Public and Private Improvements by and between the City of Lee's Summit, Missouri and CMH Parks, Inc., generally for a cash escrow to secure the completion of public and private improvements associated with the development site infrastructure at North Park Village, 1st plat, Lots 1-52 and Tracts A-E, which is attached hereto and incorporated by reference as if fully set forth herein, and authorizes the execution of the same by the City Manager.

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

BILL NO. 17-76

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:

City Attorney *Brian W. Head*

**CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING INSTALLATION
OF SUBDIVISION IMPROVEMENTS**

**THIS CASH ESCROW DEPOSIT AGREEMENT GUARANTEEING
INSTALLATION OF SUBDIVISION IMPROVEMENTS** ("Deposit Agreement"), is made and entered into this **9th day of March 2017**, by **CMH Parks, Inc. a Tennessee corporation, d/b/a SUMMIT HOMES**, a, (hereinafter referred to as the "Developer") and the **CITY OF LEE'S SUMMIT, MISSOURI** (hereinafter referred to as the as "City").

RECITALS

WHEREAS, the Developer has submitted plans, information and data to the City as part of Applications #PL2015199 for the creation and development of Final Plats for subdivisions to be known as the North Park Village 1st Plat Lots 1-52 and Tracts A-E (hereinafter referred to as the "Subdivisions"), and a copy of the proposed Final Plats is attached hereto and incorporated by reference as Exhibit 'A'; and

WHEREAS, engineering plans for the Subdivision have been submitted to the City together with the estimated costs of construction, installation and completion of certain subdivision-related public improvements ("Subdivision Improvements") required by the City's Unified Development Ordinance ("UDO") and Code of Ordinances, all in accordance with the City's subdivision regulations set forth in Article 16 of the UDO, and have been approved; and

WHEREAS, Section 16.330 of the UDO requires that the Subdivision Improvements must be constructed prior to approval of the Final Plat for the Subdivision, unless satisfactory security is provided in accordance with Section 16.340 of the UDO; and

WHEREAS, the Developer desires to establish security for the Subdivision Improvements by deposit of a cash escrow in the manner set forth in this Deposit Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided, **IT IS HEREBY MUTUALLY AGREED:**

1. The Developer, has deposited with the City the sum of \$65,038.35(the "Deposit Sum") to be held in escrow for the purpose of guaranteeing the construction, installation, and completion of all required Subdivision Improvements, all in accordance with the plans approved by the City and on file with the City's Public Works Department (the "Approved Improvement Plans") and in accordance with the City ordinances regulating the same. The Deposit Sum shall consist of an amount equal to the *estimated* costs of the construction, completion, and installation of the Subdivision Improvements ("Estimated Costs") as set forth on the Estimate Sheet which is attached hereto as Exhibit 'B' and incorporated herein by reference. Nothing in the estimates or specification of component items shall in any way limit the City or require release based on each line item, and Developer agrees it continues to be obligated to complete and guarantee completion of all Subdivision Improvements. The City and Developer agree that the Deposit Sum shall guarantee the construction, installation and completion of the required subdivision-related public improvements in the Subdivision, all in accordance with the approved plans therefore and in accordance with the ordinances of the City regulating the same. The City and

Developer further agree that the Deposit Sum shall be held by the City in an interest bearing account, and that the City shall retain the right to any accrued interest in order to help defray the cost of administering this Deposit Agreement.

2. The Deposit Sum guarantees the construction, installation, and completion of all Subdivision Improvements in accordance with the Approved Improvement Plans which are incorporated in this Deposit Agreement by reference and as summarized in the attached Exhibit 'B' and as required by the ordinances and regulations of the City. Any release of part of or a portion of the Deposit Sum is only an accommodation to the Developer and is not a waiver of any kind by the City of its rights under the Deposit Agreement that the entire Deposit Sum guarantees each and every improvement.

3. The Developer guarantees that all Subdivision Improvements will be installed, constructed and completed in accordance with the Approved Improvement Plans and the ordinances of the City not later than **two years** after the date of this Agreement Date appearing on the signature page below ("Completion Date").

4. (a) That the City shall, through written authorization of the City Engineer, release or reduce portions of the Deposit Sum upon completion of components within categories and shall release corresponding portions of the Deposit Sum upon completion of categories of improvements provided that a qualified, licensed engineer employed by the Developer certifies to the City the completion of such work; PROVIDED FURTHER that in no event shall the City release any part of the Deposit Sum except as provided herein:

(b) In order to obtain such written authorization for a release, upon completion of any such category of improvement the Developer shall first make written request for inspection, and include therewith a certification by the Developer's engineer, to the City Engineer. Upon receipt of the Developer's written request for inspection and certification by the Developer's engineer, the City (or the appropriate inspecting authority) shall (i) inspect the construction, installation and completion of the Improvement(s) that have been certified complete by the Developer. Upon receipt of the inspection report, the City Engineer will review the report, verify that the Subdivision Improvement complies with all laws and requirements of the City, and authorize such release.

(c) No category of any Subdivision Improvement shall be eligible for release until each and every component and requirement that makes up that category of Subdivision Improvement is deemed complete by the City. No category of Subdivision Improvement may be deemed to be complete until there is a certification by the City that the category of Subdivision Improvement is complete. No certification shall be issued by the City unless all of the following takes place: (i) the Developer submits a written request to the City for inspection of the Subdivision Improvements; (ii) the inspection is completed by the City's inspector who determines that the Subdivision Improvement are complete and recommends to the City Engineer that it be released; and (iii) the City Engineer reviews the City Inspector's inspection report, determines that the Subdivision Improvement complies with all laws and requirements of the City, and authorizes such release.

(d) Upon certification by the City Engineer that the construction and installation of a category of Subdivision Improvement is complete (in accordance with §4(b) and (c) above), the

City shall authorize the release of the Estimated Cost originally retained for that category as set forth on Exhibit B *minus* a maximum retention of five percent (5%), with said release of funds to take place within five (5) business days of the City's Engineer's certification as provided for in Section 16.340.D of the UDO. The Developer shall not be released of any responsibility for installation, construction, completion, or maintenance for the required improvements, irrespective of any release that may have been issued based on specific improvements or inspections, prior to final approval of all improvements and release of the entire Deposit Sum for all categories.

(e) IN NO EVENT SHALL the City be required to release, disburse or otherwise dispose of more than ninety-five percent (95%) of the Deposit Sum, until the City has certified as provided herein that all categories of Subdivision Improvements have been completed in accordance with the Approved Improvement Plans and the regulations and ordinances of the City.

5. The Developer shall in all respects comply with all applicable laws and regulations pertaining to the construction, completion, dedication and installation of the Subdivision Improvements. This Deposit Agreement shall not be deemed to create any commitment by the City to accept any improvement for dedication and maintenance.

6. Upon completion of the final category of Subdivision Improvements and compliance with all ordinances, laws and regulations relating to dedication of the Subdivision Improvements to the City, any and all remaining portion of the Deposit Sum shall be released within five (5) business days of certification of completion by the City Engineer.

7. In the event the Developer shall be in default or abandon the Subdivision, or fail to complete the obligations herein, including, but not limited to, the failure to complete the Subdivision Improvements by the Completion Date, the Developer shall forfeit to the City the then current balance of the Deposit Sum or any portion thereof, which funds the City shall thereafter use to complete the Subdivision Improvements or otherwise rectify the Developer's failure hereunder. The City may further apply such necessary amount of the Deposit Sum to remedy any failure of the Developer to perform its maintenance obligations in the Subdivision. For the purpose of this Agreement and the City's rights hereunder, any and all of the remaining Deposit Sum may be applied to completion or maintenance of any Subdivision Improvements, and no limitation of any kind shall be implied from the line item calculations of separate Subdivision Improvements.

8. Exercise or waiver by City of any enforcement action under this Deposit Agreement or the City's Code of Ordinances does not waive or foreclose any other or subsequent enforcement action whatsoever. The Deposit Sum placed under this Deposit Agreement shall be governed by the provisions of the City's Code of Ordinances, including, without limitation, the UDO and the subdivision regulations contained therein, and the Developer agrees to the provisions thereof as if set forth herein. The City shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.

9. The City and Developer hereby accept this agreement as a lawful and satisfactory Deposit Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo, *City Manager*

Approved as to form:

Brian Head, *City Attorney*

CMH PARKS, INC., D/B/A SUMMIT HOMES

By: 
Zalman Kohen
Its: Vice President

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT 'A' – FINAL PLATS

[see attached]

EXHIBIT 'B' – ESTIMATE SHEET

[see attached]

**TOTAL COST OF REMAINING ITEMS TO COMPLETE FOR NORTH PARK VILLAGE
1ST PLAT AS OF 3/17/17**

1 . Erosion Control	Quantity	Unit	Unit Cost	Cost To Complete
Stablized Construction Entrance	0	EA	\$ 3,600.00	\$ -
Silt Fence	1394.5	LF	\$ 1.50	\$ 2,091.75
Inlet Protection	0	EA	\$ 70.00	\$ -
Rock Sediment Trap	0	EA	\$ -	\$ -
Rock Check Dam	0	EA	\$ 350.00	\$ -
Total Erosion Control				\$ 2,091.75

2 . Seeding and Fertilizer and Crimp Straw	Quantity	Unit	Unit Cost	Cost To Complete
Seeding and Fertilizer and Crimp Straw	1	LS	\$ 2,400.00	\$ 2,400.00
Total Seeding and Fertilizer and Crimp Straw				\$ 2,400.00

3 . Grading	Quantity	Unit	Unit Cost	Cost To Complete
Final Grading	1	LS	\$ 3,000.00	\$ 3,000.00
Tree Clearing & Removal	0	LS	\$ -	\$ -
Total Grading				\$ 3,000.00

4 . BMP Permiabile soil mix & Plantings	1	LS	\$ 16,961.60	\$ 16,961.60
Total BMP Permiabile soil mix & Plantings				\$ 16,961.60

5 . Asphalt Pavement & Concrete Work	Quantity	Unit	Unit Cost	Cost To Complete
6" Asphalt Pavement	0	SY	\$ 20.25	\$ -
6" Base Rock	0	SY	\$ 5.10	\$ -
Biaxial Geogrid	0	SY	\$ 2.04	\$ -
Temp Cul De Sacs	0	LS	\$ 5,876.40	\$ -
Lane Widening Asphalt	0	SY	\$ 33.12	\$ -
CG-1 Curb	0	SY	\$ 17.65	\$ -
5' Concrete sidewalk	3,790	SF	\$ 3.55	\$ 13,465.00
ADA Ramps	10	EA	\$ 1,280.00	\$ 12,800.00
Street Signs	0	LS	\$ 1,487.19	\$ -
Total Asphalt Pavement & Concrete Work				\$ 26,265.00

6 . Sanitary Sewer	Quantity	Unit	Unit Cost	Cost To Complete
8" PVC SDR 26	0	LF	\$ 35.55	\$ -
4" PVC SDR 26	0	LF	\$ 35.55	\$ -
8" X 4" Service Wye	0	EA	\$ 59.00	\$ -
4' Dia Manhole	0	EA	\$ 2,543.00	\$ -
Connect to existing	0	LS	\$ 22,871.00	\$ -
Testing (Sanitary Pipe/MH's)	0	LS	\$ 2,500.00	\$ -
Total Sanitary				\$ -



7 . Storm Sewer	Quantity	Unit	Unit Cost	Cost To Complete
15" HDPE Pipe	0	LF	\$ 37.50	\$ -
18" HDPE Pipe	0	LF	\$ 41.00	\$ -
24" HDPE Pipe	0	LF	\$ 48.00	\$ -
30" HDPE Pipe	0	LF	\$ 55.00	\$ -
36" HDPE Pipe	0	LF	\$ 60.00	\$ -
42" HDPE Pipe	0	LF	\$ 70.00	\$ -
5' X 4' Curb Inlet	0	EA	\$ 3,300.00	\$ -
5' X 5' Field Inlet	0	EA	\$ 3,000.00	\$ -
15" FES	0	EA	\$ 400.00	\$ -
36" FES	0	EA	\$ 700.00	\$ -
42" FES	1	EA	\$ 1,120.00	\$ 1,120.00
Faircloth Skimmer	0	EA	\$ -	\$ -
Connection to Existing	0	EA	\$ -	\$ -
Rip Rap (145 SY assumed 2' thick)	33	CY	\$ 100.00	\$ 3,300.00
Total Storm				\$ 4,420.00

8 . Water Main	Quantity	Unit	Unit Cost	Cost To Complete
8" PVC C900	0	LF	\$ 21.55	\$ -
New Fire Hydrant	0	EA	\$ 3,300.00	\$ -
8" Gate Valve	0	EA	\$ 850.00	\$ -
12" Gate Valve	0	EA	\$ 1,300.00	\$ -
8" 90 Bend	0	EA	\$ 110.00	\$ -
8" 45 Bend	0	EA	\$ 85.00	\$ -
6" x 8" Reducer	0	EA	\$ 100.00	\$ -
8" x 8" Tee	0	EA	\$ 600.00	\$ -
Move Hydrant Change Order	0	EA	\$ 2,850.00	\$ -
Connection to Existing	1	EA	\$ 4,400.00	\$ 4,400.00
Testing & Samples (water main chor/dechlor)	1	LS	\$ 4,000.00	\$ 4,000.00
Total Water Main				\$ 8,400.00

9 . Estimated Costs of Record Drawings **\$1,500.00**

Cost of Total Work Remaining to Complete North Park Village 1st Plat **\$ 65,038.35**



Packet Information

File #: BILL NO. 17-77, **Version:** 1

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1ST PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

First Motion: I move for a second reading of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1ST PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Second Motion: I move for adoption of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1ST PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

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

BILL NO. 17-77

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "NORTH PARK VILLAGE, 1ST PLAT, LOTS 1-52 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2015-199, submitted by Engineering Solutions, LLC, requesting approval of the final plat entitled "North Park Village, 1st Plat, Lots 1-52 & Tracts A-E", was referred to the Planning Commission as required by the Unified Development Ordinance No. 5209; and,

WHEREAS, the Planning Commission considered the final plat on March 22, 2016, and rendered a report to the City Council recommending that the plat be approved.

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

SECTION 1. That the final plat entitled "North Park Village, 1st Plat, Lots 1-52 & Tracts A-E" is a subdivision in Section 33, Township 48, Range 31, in Lee's Summit, Missouri more particularly described as follows:

A tract of land being located in Section 33, Township 48 North, Range 31 West, in Lee's Summit, Jackson County, Missouri, Commencing at the Northeast corner of the Southeast Quarter of said Section 33; thence South 01° 56' 38" West along the East line of said Southeast Quarter, distance of 329.98 feet; thence North 88° 44' 02" West, a distance of 30.00 feet to a point on the West right of way of NE Todd George Road, said point being the Point of Beginning; thence North 88° 44' 02" West, a distance of 1,296.05 feet to a point on the East line of Foxwood East 5th Plat, a subdivision as recorder in the office of recorder in Lee's Summit, Jackson County, Missouri; thence South 01° 39' 46" West along the East line of said subdivision, a distance of 674.50 feet to a point on the East right of way line of Todd George Parkway; thence South 35° 12' 03" East along said East right of way line, a distance of 392.25; thence South 88° 44' 00" East, a distance of 14.93 feet; thence North 35° 13' 19" West, a distance of 80.85 feet; thence North 39° 40' 41" E, a distance of 182.34 feet; thence North 54° 01' 35" East, a distance of 135.72 feet; thence South 88° 43' 40" East, a distance of 44.31 feet; thence North 81° 00' 45" East, a distance of 27.97 feet; thence North 75° 22' 48" East, a distance of 68.41 feet; thence North 78° 16' 50" East, a distance of 70.49 feet; thence North 78° 29' 39" East, a distance of 70.36 feet; thence North 10° 34' 46" West, a distance of 125.00 feet; thence along a curve to the right, having an initial tangent bearing of North 79° 25' 14" East, a radius of 1050.00, a distance of 25.89 feet; thence North 09° 10' 00" West, a distance of 50.00 feet; thence North 01° 39' 46" East, a distance of 122.57 feet; thence North 84° 02' 02" East, a distance of 71.63 feet; thence North 86° 27' 33" East, a distance of 71.29 feet; thence North 88° 42' 26" East, a distance of 71.09 feet; thence North 88° 53' 27" East, a distance of 71.08 feet; thence North 88° 16' 16" East, a distance of 71.56 feet; thence South 88° 03' 22" East, a distance 83.50 feet; thence South 01° 56' 38" West, a distance of 18.44 feet; thence South 88° 20' 14" East, a distance of 170.00 feet to a point on the West right of way line of NE Todd George Road; thence North 01° 56' 38" East, along said West right of way line, a distance of 341.53, returning to the Point of Beginning. (Tract contains 721,033.84 Sq. Ft. (16.55 Acres))

SECTION 2. That the proprietor of the above described tract of land ("Proprietor") has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as "North Park Village, 1st Plat, Lots 1-52 & Tracts A-E".

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby

BILL NO. 17-77

authorizes the Director of Planning and Special Projects, on behalf of the City of Lee's Summit, Missouri, to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 16, Subdivisions, Unified Development Ordinance ("UDO") of the City, which plat shall conform to the accompanying plat, and hereby authorizes acceptance of the public improvements required by this ordinance and Article 16 of the UDO of the City, upon the Director of Public Works certifying to the Director of Planning and Special Projects and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 16.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 16.340 of the UDO, deposited a **cash escrow** to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

SECTION 5. That an easement shall be granted to the City of Lee's Summit, Missouri, to locate, construct and maintain or to authorize the location, construction, and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable TV, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "Utility Easements" (U.E.) or within any street or thoroughfare dedicated to public use on this plat. Grantor, on behalf of himself, his heirs, his assigns and successors in interest, shall waive, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), any right to request restoration of rights previously transferred and vacation of any easement granted by this plat.

SECTION 6. That building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be constructed between this line and the street right-of-way line.

SECTION 7. That the final plat substantially conforms to the approved preliminary plat and to all applicable requirements of the Code.

SECTION 8. That the City Council for the City of Lee's Summit, Missouri, does hereby approve and accept, as a subdivision to the City of Lee's Summit, Missouri, the final plat entitled "North Park Village, 1st Plat, Lots 1-52 & Tracts A-E" attached hereto and incorporated herein by reference.

SECTION 9. 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.

BILL NO. 17-77

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

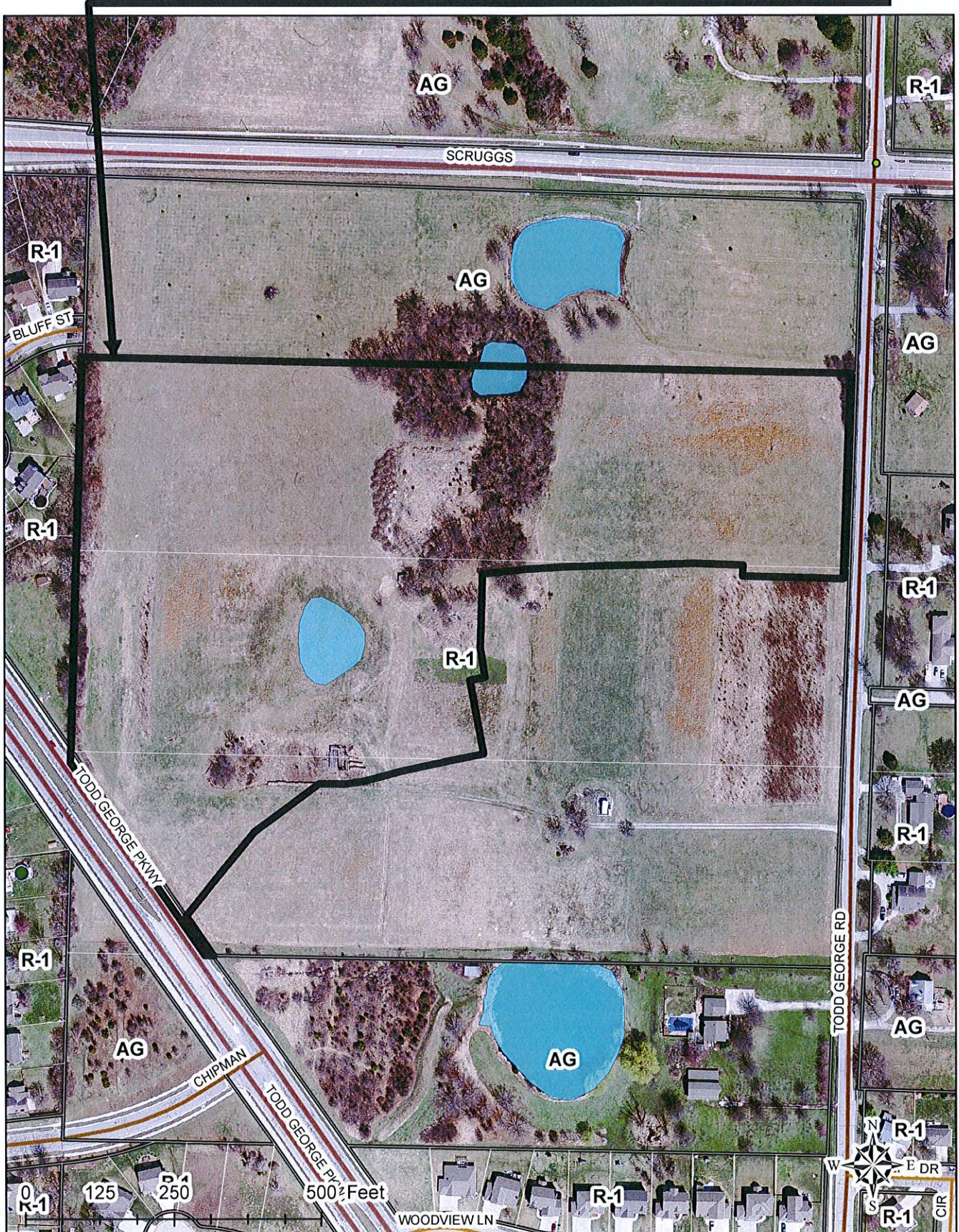
ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

#PL2015-199 -- FINAL PLAT
North Park Village, 1st Plat
Engineering Solutions, LLC, applicant



Packet Information

File #: BILL NO. 17-89, **Version:** 1

AN ORDINANCE APPROVING THE AWARD OF BID NO. 40632472 FOR BRIDGE MAINTENANCE FY17 TO PCI ROADS, LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$343,327.65.

Issue/Request:

An ordinance approving the award of Bid No. 40632472 for Bridge Maintenance FY17 to PCI Roads, LLC and authorizing the City Manager to enter into an agreement for the same in the amount of \$343,327.65.

Key Issues:

This project was included in the FY 2017 Capital Improvements Plan budget adopted by Council as part of the FY2017 annual budget

This project is a result of bridge inspections that detailed the condition of the bridges that identified maintenance needed to keep the bridges open at their full load capacity

This project will prolong the life of the structures by performing bridge deck repairs, safety fence repairs, and replace expansion joints

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 40632472 FOR BRIDGE MAINTENANCE FY17 TO PCI ROADS, LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$343,327.65.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE AWARD OF BID NO. 40632472 FOR BRIDGE MAINTENANCE FY17 TO PCI ROADS, LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$343,327.65.

Background:

This contract includes bridge rehabilitation work on two bridges, the West Main Street bridge over SW 2nd Street and the NW Chipman Road bridge over the Union Pacific Railroad (between NW Donovan Rd and NW Commerce Dr).

Both bridges were built in the early 1970s and have had various maintenance activities performed over the years. According to the 2015 bridge inspection reports, performed by MoDOT and City Staff, the bridges are in good structural shape, and the proposed rehabilitation activities are recommended to extend the life of bridges and maintain the current traffic load capacities. The maintenance requirements of the West Main Street Bridge and the Chipman Road Bridge will extend the service life of the bridges, prohibit weakening of

the substructure and improve safety.

West Main Street Bridge work includes:

- 1) The removal of the crumbling stone and supporting elements. The stone continues to deteriorate, and there is a risk of it falling onto SW 2nd Street. A decorative fence will replace the stone and wood.
- 2) The bridge deck will be patched and overlaid in order to preserve the integrity of the bridge's substructure.

NW Chipman Road Bridge (over Union Pacific Railroad) work includes:

- 1) The replacement of the expansion joints on the westbound lanes; both westbound expansion joints have failed and require replacement. No deck work is anticipated on the westbound lanes.
- 2) Deck repairs of the concrete pavement on the eastbound lanes. The eastbound lanes have several places requiring the removal of asphalt patches and unsound concrete. The repair work will help preserve the integrity of the bridge's substructure.

Impact/Analysis:

The Public Works Engineering Division issued Bid No. 40632472 Bridge Maintenance FY17 on February 24, 2017. The bid was posted with QuestCDN and on the City's website. A pre-bid conference was held on March 7, 2017. Two (2) responsive bids were received by the March 17, 2017 opening date. PCI Roads, LLC was determined to be the lowest, responsible and responsive bidder by City Staff. Though only two bids were received, this is more indicative of the type of work, which is very specialized, and the two primary Contractors who perform this type of work (in the metro) both submitted bids.

This project was put out to bid last summer. Only one bid was received, and it was above the budgeted amount. Staff rejected the bid and revised the plans to account for using Tudor Road as a detour route. The plan revisions generated a second bid and resulted in an estimated saving of approximately \$150,000 compared to the bid submitted in 2016.

Timeline:

Start: June 2017

Finish: September 2017

Other Information/Unique Characteristics:

The West Main Street bridge will be completely closed to traffic while the work is performed, however access to SW 2nd Street from SW Main Street will not be impacted. Notifications to various downtown groups and a press release will be generated. Coordination occurred with Downtown Lee's Summit Main Street in order to consider any impacts to scheduled events, and their only request was to keep the bridge open to vehicle and foot traffic during Downtown Days; this request was incorporated into the construction contract documents.

The Chipman Road Bridge is composed of two separate bridges with each bridge carrying two lanes of traffic. In order for the work to proceed safely each bridge will have to be separately closed. The contractor will only work on the expansion joint repairs on the westbound lanes or the deck repairs on the eastbound lanes but will not do both at the same time.

Closure will only occur over the weekends. Closure may start after 10 pm on Friday, and the opening must occur before 5 am on Monday. Traffic will be diverted away from Chipman Road and onto the newly completed Tudor Road.

Staff designed the project resulting in a cost savings versus a private firm performing the work.

Presenter: Scott Ward, Senior Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 40632472 FOR BRIDGE MAINTENANCE FY17 TO PCI ROADS, LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$343,327.65.

Committee Recommendation: Public Works Committee meetings were cancelled in March and April by Chairman Mosby so this item is moving straight to City Council.

BILL NO. 17-89

AN ORDINANCE APPROVING THE AWARD OF BID NO. 40632472 FOR BRIDGE MAINTENANCE FY17 TO PCI ROADS, LLC AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$343,327.65.

WHEREAS, this projects was included in the FY 2017 Capital Improvements Plan budget adopted by Council as part of the FY2017 annual budget; and,

WHEREAS, this project is a result of bridge inspections that detailed the condition of the bridges that identified maintenance needed to keep bridges open at their full load capacity; and,

WHEREAS, this project will prolong the life of the structures by performing bridge deck repairs, safety fence repairs, and replace expansion joints

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

SECTION 1. That award of bid no. 40632472 by and between the City of Lee's Summit, Missouri and PCI Roads, LLC, generally for the purpose of performing limited rehabilitation measures to the West Main Street Bridge and the Chipman Road Bridge (over Union Pacific Railroad), 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 City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

Mayor Randall L. Rhoads

City Clerk *Denise R. Chisum*

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

ATTEST:

Mayor Randall L. Rhoads

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

BILL NO. 17-89

City Attorney *Brian W. Head*

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Lee's Summit, Missouri ("Owner") and
PCI Roads, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Bridge deck half-sole repairs. Bridge deck overlay. Strip seal removal and replacement. Fence installation.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The Work is composed of two bridge rehabilitation projects in different locations within the City limits. The West Main Street Bridge includes, but is not limited to half-sole deck repairs, a polymer concrete overlay and the installation of a new fence. The Chipman Road Bridge includes, but is not limited to half-sole deck repairs and the replacement of strip seal assemblies with elastometric concrete.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by City of Lee's Summit Public Works Engineering Division (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 60 Calendar Days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 75 Calendar Days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$900.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$900.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney's fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner's personnel.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Chipman Rd. Bridge Rehab Project No: 32932472				
Item #	Description	Quantity	U of M	Total
1	Mobilization	1	LS	\$12,885.00
2	Demolition & Removal	1	LS	\$5,250.00
3	Type III Barricade	4	EA	\$440.00
4	Traffic Control Signs	340	SF	\$3,230.00
5	4" Dashed White Stripe - Permanent	400	LF	\$1,800.00
6	Strip Seal Assembly with Elastomeric Concrete	64	LF	\$27,200.00
7	Half Sole Deck Repairs (including Polymer Concrete)	1275	SF	\$52,912.50
Total Price:				\$103,717.50

West Main St. Bridge Rehab Project No: 13532472

Item #	Description	Quantity	U of M	Total
1A	Mobilization	1	LS	\$14,550.00
2A	Demolition & Removal	1	LS	\$9,850.00
3A	2" Mill	325	SY	\$5,752.50
4A	2" Polymer Concrete Overlay (1121 MM Mix)	325	SY	\$131,998.75
5A	Type III Barricade	4	EA	\$440.00
6A	Traffic Control Signs	85	SF	\$807.50
7A	CG-1 Curb	10	LF	\$2,500.00
8A	Sidewalk	16	SY	\$2,000.00
9A	3' Ameristar Aegis II Majestic 3 Rail Fence	230	LF	\$29,085.80
10A	Half Sole Deck Repairs (including Polymer Concrete)	360	SF	\$32,385.60
11A	4" Solid Double Yellow Stripe - Permanent	150	LF	\$1,290.00
12A	Type III Graffiti Protection	1	LS	\$8,950.00
Total Price:				\$239,610.15

Total of all Bid Prices (Unit Price Work)

\$343,327.65

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ~~Engineer~~ Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly ~~on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate as specified by Missouri State Statute, RSMo 34-057, of _____ percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions,

if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 66, inclusive).
 - 5. Supplementary Conditions (pages 1 to 6, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of 13 sheets with each sheet bearing the following general title: the Drawings listed on attached sheet index.

8. Addenda (numbers 0 to 1, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 1, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Lee's Summit, Missouri

By: Stephen A. Arbo

Title: City Manager

Approved
as to Form: Nancy Yendes

Title: Chief Counsel of Infrastructure and
Planning

Address for giving notices:
220 SE Green Street
Lee's Summit, MO 64063

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

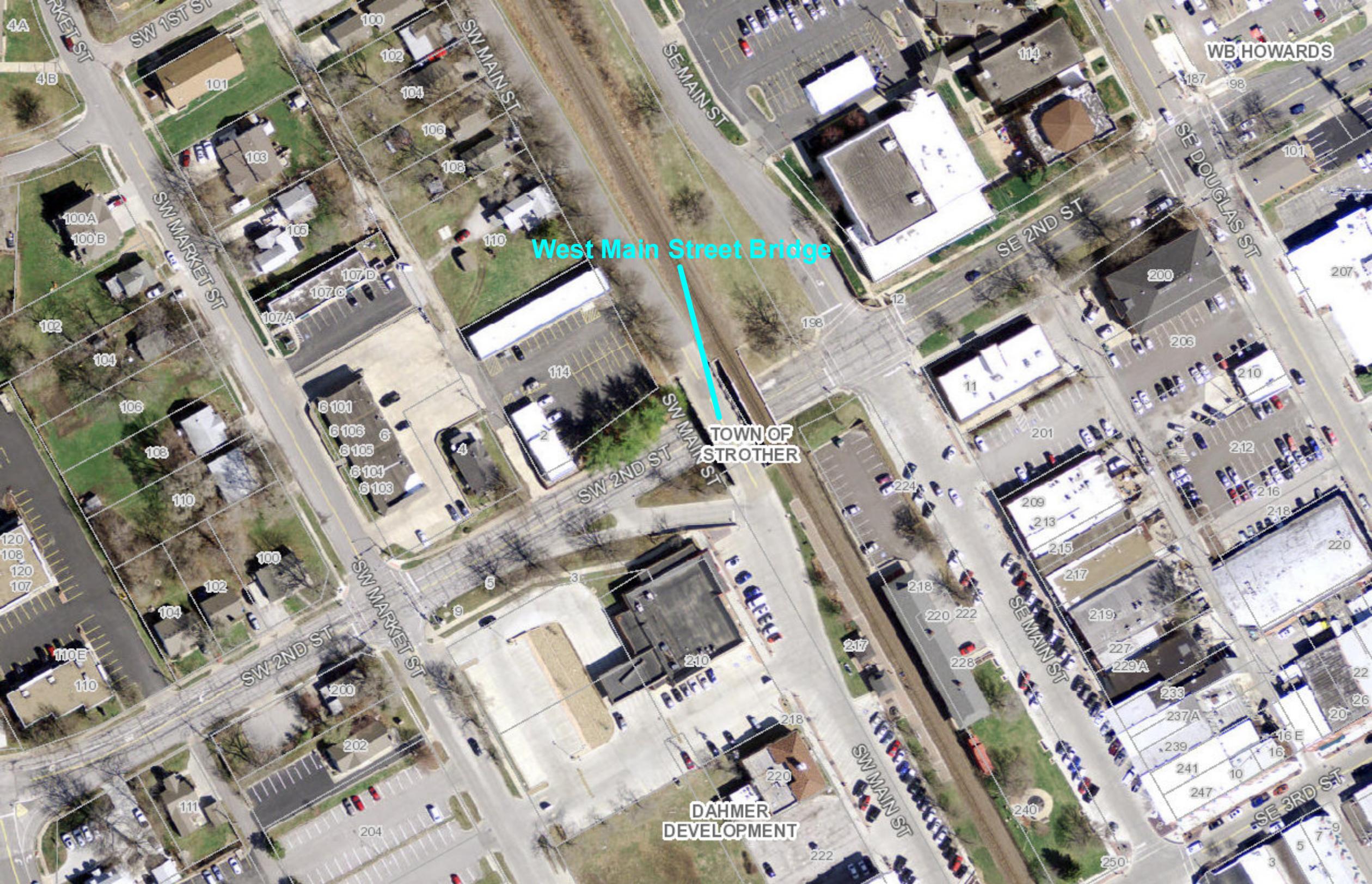
Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

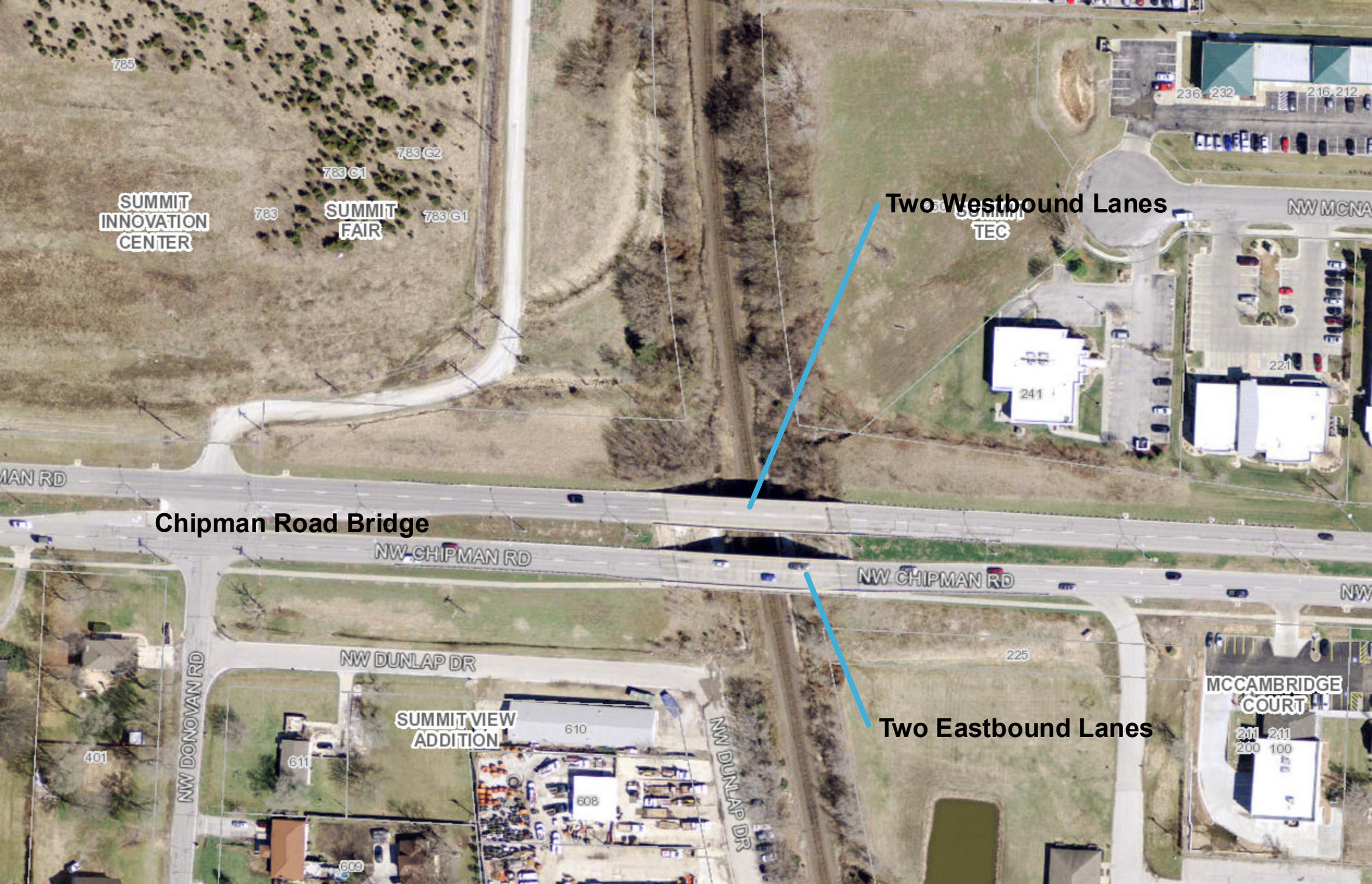
Agent for service of process:



West Main Street Bridge

TOWN OF STROTHER

DAHMER DEVELOPMENT



Two Westbound Lanes

Chipman Road Bridge

Two Eastbound Lanes

**SUMMIT
INNOVATION
CENTER**

**SUMMIT
FAIR**

**SUMMIT
TEC**

**SUMMIT VIEW
ADDITION**

**MCCAMBRIDGE
COURT**

785

783

783 G1

783 G2

783 G1

236 232

216 212

241

221

NW CHIPMAN RD

NW CHIPMAN RD

NW DUNLAP DR

NW DUNLAP DR

NW DONOVAN RD

NW

401

611

609

610

608

225

211 211
200 100

Bridge Maintenance FY17 (#4888318)

Owner: City of Lee's Summit

Solicitor: City of Lee's Summit

03/17/2017 02:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		PCIRoads, LLC		Comanche Construction, Inc	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Chipman Rd. Bridge Rehabilitation							\$188,000.00		\$103,717.50		\$166,565.00
	1	1	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$12,885.00	\$12,885.00	\$16,000.00	\$16,000.00
	2	2	Demolition & Removal	LS	1	\$10,000.00	\$10,000.00	\$5,250.00	\$5,250.00	\$7,500.00	\$7,500.00
	3	3	Type III Barricade	EA	4	\$350.00	\$1,400.00	\$110.00	\$440.00	\$440.00	\$1,760.00
	4	4	Traffic Control Signs	Sq Ft	340	\$70.00	\$23,800.00	\$9.50	\$3,230.00	\$28.00	\$9,520.00
	5	5	4" Dashed White Stripe- Permanent	Ln Ft	400	\$0.50	\$200.00	\$4.50	\$1,800.00	\$0.10	\$40.00
	6	6	Strip Seal Assembly with Elastomeric Concrete	Ln Ft	64	\$400.00	\$25,600.00	\$425.00	\$27,200.00	\$405.00	\$25,920.00
	7	7	Half Sole Repairs (Including Polymer Concrete)	Sq Ft	1275	\$80.00	\$102,000.00	\$41.50	\$52,912.50	\$83.00	\$105,825.00
West Main St. Bridge Rehabilitation							\$143,725.00		\$239,610.15		\$253,682.50
	1A	1	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$14,550.00	\$14,550.00	\$26,000.00	\$26,000.00
	2A	2	Demolition & Removal	LS	1	\$25,000.00	\$25,000.00	\$9,850.00	\$9,850.00	\$21,000.00	\$21,000.00
	3A	3	2" Mill	Sq Yd	325	\$4.00	\$1,300.00	\$17.70	\$5,752.50	\$32.50	\$10,562.50
	4A	4	2" Polymer Concrete Overlay (1121 MM Mix)	Sq Yd	325	\$40.00	\$13,000.00	\$406.15	\$131,998.75	\$380.00	\$123,500.00
	5A	5	Type III Barricade	Ea	4	\$350.00	\$1,400.00	\$110.00	\$440.00	\$445.00	\$1,780.00
	6A	6	Traffic Control Signs	Sq Ft	85	\$70.00	\$5,950.00	\$9.50	\$807.50	\$28.00	\$2,380.00
	7A	7	CG-1 Curb	Ln Ft	10	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$290.00	\$2,900.00
	8A	8	Sidewalk	Sq Yd	16	\$200.00	\$3,200.00	\$125.00	\$2,000.00	\$185.00	\$2,960.00
	9A	9	Ameristar Aegis (Majestic Style) 3' Fence	Ln Ft	230	\$150.00	\$34,500.00	\$126.46	\$29,085.80	\$135.00	\$31,050.00
	10A	10	Half Sole Deck Repairs (Including Polymer Concrete)	Sq Ft	360	\$80.00	\$28,800.00	\$89.96	\$32,385.60	\$75.00	\$27,000.00
	11A	11	4" Solid Double Yellow Stripe-Permanent	Ln Ft	150	\$0.50	\$75.00	\$8.60	\$1,290.00	\$5.00	\$750.00
	12A	12	Graffiti Protection	LS	1	\$3,000.00	\$3,000.00	\$8,950.00	\$8,950.00	\$3,800.00	\$3,800.00
Base Bid Total:							\$331,725.00		\$343,327.65		\$420,247.50

Packet Information

File #: BILL NO. 17-90, **Version:** 1

AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING APPENDIX B; SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.

Issue/Request:

AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING APPENDIX B; SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.

Key Issues:

This request is in compliance with Section 29-382 of the Code of Ordinances to enact the proposed parking restrictions listed herein. Section 29-382 established the schedule of stopping, standing and parking restrictions, Appendix B. All streets that have a stopping, standing, or parking restriction established by ordinance shall be listed in the Schedule of Stopping, Standing and Parking Restrictions, as amended, adopted as Appendix B hereto and on file with the City Clerk.

These parking restrictions have been found to be appropriate on the basis of engineering and traffic investigations, and the City Traffic Engineer believes it is appropriate to amend Appendix B and include these restrictions.

The proposed No Parking zones are as follows:

1. SE Broadway Drive, west side, from SE Oldham Parkway to the property line of 1050 SE Broadway Drive and 1060 SE Broadway Drive or approximately 900 feet to the south.
2. SW Arborpark Terrace, north side, from SW Arboridge Drive to Arborlake Drive.
3. SW O'Brien Road, south side, from SW Murray Road to a point 350 feet west of SW Murray Road
4. Alleys in Downtown.

The proposed ordinance also adds various existing parking restrictions enacted by ordinance authority of the City Traffic Engineer from 2014 through 2016 to Chapter 29, Schedule B, for purpose of clarity, management/record keeping and ease of public reference.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING APPENDIX B; SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.

SECOND MOTION: I move for adoption of AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING APPENDIX B; SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.

Background:

The locations where parking restrictions are requested were brought to the attention of Public Works by various residents, businesses or other members of the community, and staff evaluated each location to determine the best action.

1. SE Broadway Drive, west side, from SE Oldham Parkway to the property line of 1050 SE Broadway Drive and 1060 SE Broadway Drive or approximately 900 feet to the south.
 - a. Initiated by several businesses along SE Broadway to address concerns of safety and access for employees, customers, deliveries and emergency services that may be frequently impeded by the prevalence of parking along both sides of Broadway south of Oldham.
 - b. Public Works verified that vehicles regularly park on both sides of SE Broadway Drive and may create the issues conveyed by owners along the corridor.
 - c. Parking on both sides of the street narrows the drive lanes on a busy industrial collector. Additionally, the trucks turning into and out of the businesses have a difficult time making safe turns with vehicles parked on both sides.
 - d. A letter describing the proposed No Parking zone was sent to the property owners on both sides of SE Broadway within the proposed zone, and two property owners called to voice their support for the proposed No Parking zone.
 - e. Signing the west side was determined to be the most effective measure.
2. SW Arborpark Terrace, north side, from SW Arboridge Drive to Arborlake Drive.
 - a. Initiated by the R7 school district, parked vehicles on both sides of the street impede bus transportation and may negatively impact emergency response given the more narrow roadway width.
 - b. Public Works verified the existing street is narrower than typical residential streets, and this street width was part of the planned neighborhood design.
 - c. Vehicles parked on both sides of the street makes the single driving lane narrow and may create a safety issue.
 - d. There is no development on the north side of the street so it was chosen for the No Parking zone. Implementing the No Parking zone on the north side versus the south side keeps parking closer to the residences and reduces potential pedestrian conflicts.
3. SW O'Brien Road, south side, from SW Murray Road to a point 350 feet west of SW Murray Road.
 - a. Initiated at the request of the concerned citizens and John Knox Village, parked vehicles on the south side of O'Brien Road in close proximity to Murray Road result in diminished intersection visibility and narrow road conditions impeding use by larger vehicles including emergency services and bus transportation.
 - b. The parking activity was reviewed by Police and Public Works. The adjacent owners, John Calvin Manor and John Knox Village, were contacted for voluntary corrective measures. The issues have persisted and concerns remain unaddressed. John Knox Village has submitted correspondence in support of No Parking and instructed employees to refrain from parking in

this area. John Calvin Manor has not responded in corrective action. An informal survey of private parking availability/utilization was conducted to determine if parking were available for residents and visitors of John Calvin Manor on-site. Based upon the inventory scan at various times of day, there were more than enough vacant parking stalls on private property to absorb the parking observed within the proposed No Parking zone along O'Brien Road.

- c. Alternatives to the proposed No Parking restriction were considered, but preservation of existing road width, lane alignment, etc. is recommended in lieu of designed on-street parking allocation. The proposed parking restriction is in the best interest of safety and operational efficiency. O'Brien Road is also a bike route.

4. Alleys in Downtown

- a. Initiated at the request of the Fire Department, Police Department and Downtown Lee's Summit Main Street (DTLSMS), Public Works is in agreement with the Fire and Police Departments that parking in any of the Downtown alleys creates a safety issue for emergency responders, services and deliveries.
- b. The proposed parking restriction will also aid during downtown events. Maintaining alley access by restricting parking will have the benefit of providing access for deliveries of goods and services that require use of the alleys.
- c. Public Works submitted the No Parking plan to DTLSMS, and their Board agrees with the No Parking plan.

The Public Safety Advisory Board has reviewed and concurred with all the proposed No Parking zones.

The proposed ordinance also adds various existing parking restrictions enacted by ordinance authority of the City Traffic Engineer from 2014 through 2016 to Chapter 29, Schedule B, for purpose of clarity, management/record keeping and ease of public reference. The addition of these various parking restrictions and amendments do not change any existing conditions. These include parking restrictions enacted under Codes 29-354 (Lake Dam Protection), 29-356 (Hazardous/Congested Places), and 29-367 (Narrow Streets). There are also amendments to Schedule B as a matter of "house keeping". For examples, Hilton Road has been changed to Tiger Terrace to reflect an approved change in street name and the incorporation of completed capital road improvements that extend the limits of existing parking restrictions.

Impact/Analysis:

None.

Timeline:

Start: NA

Finish: NA

Other Information/Unique Characteristics:

None.

Presenter: Scott Ward, Senior Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING

APPENDIX B; SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.

Committee Recommendation: Public Works Committee meetings were cancelled in March and April by Chairman Mosby so this item is moving straight to City Council.

BILL NO. 17-90

AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING APPENDIX B; SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.

WHEREAS, Sec. 29-382. Schedule of stopping, standing and parking restrictions, established by ordinance, of Chapter 29, Traffic and Motor Vehicles, in the Code of Ordinances for the City of Lee's Summit, provides for the adoption of Appendix B. City's Schedule of Stopping, Standing and Parking Restrictions, which recites the stopping, standing and parking restrictions for various streets and segments of streets located in the city; and,

WHEREAS, a revision of certain stopping, standing and parking restrictions are found to be appropriate on the basis of engineering and traffic investigation, and the City's Traffic Engineer believes that it is appropriate to amend these restrictions in the manner shown below.

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

SECTION 1. That Sec. 1. No Parking, of Appendix B. Schedule of Stopping, Standing, and Parking Restrictions, in Chapter 29. Traffic and Motor Vehicles, of the Code of Ordinances, City of Lee's Summit, Missouri, is hereby amended by adding the following:

- Alley, north – south, from 2nd Street to 3rd Street, and between Main Street and Douglas Street
- Alley, north – south, from 2nd Street to 3rd Street, and between Douglas Street and Green Street
- Alley, east – west, from Douglas Street to Green Street, and between 2nd Street and 3rd Street
- Alley, east – west, from Green Street to Johnson Street, and between 2nd Street and 3rd Street
- Alley, north – south, from 3rd Street to 4th Street, and between Main Street and Douglas Street
- Alley, north – south, from 3rd Street to 4th Street, and between Douglas Street and Green Street
- Alley, east – west, from Douglas Street to Green Street, and between 3rd Street and 4th Street
- Alley, east – west, from Green Street to Johnson Street, and between 3rd Street and 4th Street
- Alley, north – south, from 2nd Street to 3rd Street, and between Jefferson Street and Market Street
- Alley, north – south, from 2nd Street to 3rd Street, and between Market Street and Main Street
- Alley, east – west, from Market Street to Main Street, and between 2nd Street and SW 3rd Street
- Alley, north – south, from SW 3rd Street to 4th Street, and between Jefferson Street and Market Street

BILL NO. 17-90

- Alley, north – south, from 3rd Street to 4th Street, and between Market Street and Main Street
- Arborpark Terrace from Arboridge Drive to Arborlake Drive, North side
- Blackwell Road from Oldham Parkway to Scruggs Road, both sides
- Broadway Drive from Oldham Parkway to a point nine hundred (900) feet south of Oldham Parkway, West side
- 7th Street from property line of 908 and 910 7th Street to Kristi Lane, North side
- 7th Terrace from Todd George Parkway to the property line of 1724 and 1728 7th Terrace, North side
- Commerce Drive from a point forty (40) feet south of McNary Court to a point seventy (70) feet north of McNary Court, East side
- Decker Street from 16th Street to Thompson Drive, East side
- Douglas Street from a point 120 feet north of 4th Street to 4th Street, West side
- Kristi Lane from 7th Street to a point eighty (80) feet north of 7th Street, East side
- Lakewood Boulevard from a point seven hundred sixty five (765) feet east of Lake Drive to a point four hundred eighty (480) feet west of Pebble Beach Street, South side
- Lakeview Boulevard from the property line of 1020 Lakeview Boulevard and 506 Graff Way to Graff Way, West side
- Lakewood Boulevard from a point five hundred twenty five (525) feet west of Pebble Beach Street to a point seven hundred seventy five (775) feet east of Lake Drive, North side
- Lewis Drive from Peale Boulevard to Louis Court, South side
- Lewis Drive from a point one hundred forty (140) feet west of Gray Court (west intersection) to Peale Boulevard, North side
- O'Brien Road from Murray Road to a point three hundred fifty (350) feet west of Murray Road, South side
- Pinetree Lane from a point three hundred seventy five (375) feet south of 5th Street to a point five hundred twenty five (525) feet south of 5th Street, West side
- Raintree Parkway from a point three hundred forty (340) feet north of Green Teal to a point nine hundred (900) feet south of Raintree Drive, East side
- Raintree Parkway from a point nine hundred (900) feet south of Raintree Drive to a point one thousand (1000) feet north of Green Teal, West side
- Thompson Drive from a point two thousand one hundred eighty (2180) feet east of M-291 Highway to a point two thousand six hundred fifty (2650) feet east of M-291 Highway, South and West sides
- Tiger Terrace from Persels Road to Elwood Drive, both sides

SECTION 2. That Sec. 1. No Parking, of Appendix B. Schedule of Stopping, Standing, and Parking Restrictions, in Chapter 29. Traffic and Motor Vehicles, of the Code of Ordinances, City of Lee's Summit, Missouri, is hereby amended by removing the following:

- Blackwell Road from Shenandoah Drive to Scruggs Road, both sides
- Hilton Street from Persels Road to Elwood Drive, both sides

SECTION 3. That Sec. 5. No Parking, of Appendix B. Schedule of Stopping, Standing, and Parking Restrictions, in Chapter 29. Traffic and Motor Vehicles, of the Code of Ordinances, City

BILL NO. 17-90

of Lee's Summit, Missouri, is hereby amended by adding the following:

- Douglas Street from 2nd Street to a point one hundred fifty five (155) feet south of 3rd Street, West side
- Douglas Street from a point one hundred eighty five (185) feet south of 3rd Street to a point one hundred twenty (120) feet north of 4th Street, West side

SECTION 4. That Sec. 5. No Parking, of Appendix B. Schedule of Stopping, Standing, and Parking Restrictions, in Chapter 29. Traffic and Motor Vehicles, of the Code of Ordinances, City of Lee's Summit, Missouri, is hereby amended by removing the following:

- Douglas Street from 4th Street to 2nd Street, West side

SECTION 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. That should any section, sentence or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

SECTION 7. That it is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Lee's Summit, Missouri.

SECTION 8. 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*

BILL NO. 17-90

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes



SE BLUE PKWY

50

North Side of SE Broadway Drive

SE OLDHAM PKWY

SE BROADWAY DR

SE CENTURY DR

SE 10TH ST

SE LONDON WAY

SE DOVER DR

704

700

701

708

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SE 2ND ST

SE 2ND ST

SE DOUGLAS ST

LEES SUMMIT
CITY HALL

SE GREEN ST

WB HOWARDS

TOWN OF
STROTHER

SE 3RD ST

SE DOUGLAS ST

ARNOLD
HALL

SE 3RD ST

HARTLEY
BLOCK

VOGUE
CONDOMINIUMS

DAHMER
DEVELOPMENT

SW MAIN ST

SE MAIN ST

SE 3RD ST

SE GREEN ST



DARRON BUILDING

ARNOLD HALL

HARTLEY BLOCK

VOGUE CONDOMINIUMS

GANO ADDITION

WB HOWARDS

TOWN OF STROTHER

SE 3RD ST

SE 3RD ST

SE 3RD ST

SE DOUGLAS ST

SE 4TH ST

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SW 2ND ST

SW MARKET ST

SW 2ND ST

SW JEFFERSON ST

SW MARKET ST

SW 3RD ST

SW MAIN ST

SW 3RD ST

SE MAIN ST

SW MAIN ST

SE MAIN ST

SW



JEFFERSON ST

MARKET ST

SW 3RD ST

FOSTER
LOGGER

SWMAN ST

SW 3RD ST

TOWN OF
STROTHER

SWMAN ST

SEMAN ST

SW JEFFERSON ST

BAYLES
ADDITION

SW MISSION RD

SWMAN ST

SW 3RD TER

SW 4TH ST

SW MARKET ST

HERTZOGS

Packet Information

File #: BILL NO. 17-91, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 3rd AND 4th PLATS FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 3rd AND 4th PLATS FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

Key Issues:

- Resolution 06-04 adopted standards for minimum street lighting requirements (“Standard Street Light Requirements”).
- The proposed street lights are part of the street light system the City leases from Kansas City Power and Light and for which the City is billed monthly according to rates set by the Public Service Commission.
- The Park Ridge Community Improvement District (CID), which serves as the property owner’s association for the 3rd and 4th Plats of the Park Ridge Subdivision, desires to install one additional, upgraded street light and desires to upgrade three street lights in excess of the quantity and material permitted in the Standard Street Light Requirements.
- The City will incur no additional costs from the installation of the additional and upgraded street lights.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 3rd AND 4th PLATS FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 3rd AND 4th PLATS FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

Background

- Resolution 06-04 adopted standards for public street lighting infrastructure, and these standards

include the design criteria, the material requirements and the base levels of lighting according to street classification and requirements for where street lights are located.

- The proposed street lights fall under the leased lighting system, and the City is charged a monthly rate for each street light. This rate, which is based on the standards in Resolution 06-04, includes the capital cost of the street light, its installation, its maintenance and its energy costs. Upgraded street lights or additional street lights can be installed provided the costs for these lights are not paid for by the City.
- The Park Ridge CID desires to install one additional, upgraded street light and three upgraded street lights.

Impact/Analysis:

This Agreement will require the Park Ridge CID to pay the City the full annual cost for one (1) additional, upgraded street light and the pro-rated actual difference in annual cost for three (3) upgraded street lights. The City will bill the CID at the current rates set by the Public Service Commission on or before July 1 of every fiscal year. Provisions within the Agreement insure there are no additional costs associated with the removal or changing of the street lights contained within this request.

Timeline:

Start: NA

Finish: NA

Other Information/Unique Characteristics:

None

Presenter: Scott Ward, Senior Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 3rd AND 4th PLATS FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

Committee Recommendation: Public Works Committee meetings were cancelled in March and April by Chairman Mosby so this item is moving straight to City Council.

BILL NO. 17-91

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 3rd AND 4th PLATS FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

WHEREAS, Resolution No. 06-04 adopted standards for minimum street lighting requirements ("Standard Street Light Requirements"); and,

WHEREAS, the City leases this part of the street light system from Kansas City Power and Light and is billed monthly according to rates set by the Public Service Commission; and,

WHEREAS, the Park Ridge Community Improvement District ("Association") desires to install one additional upgraded street light and three upgraded street lights within Park Ridge 3rd and 4th Plats at its cost; and,

WHEREAS, the Association has agreed to reimburse the City any additional costs associated with the installation and operation of such street lights.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri, hereby approves the agreement by and between the City of Lee's Summit and the Park Ridge Community Improvement District, generally for upgraded street lighting in the Park Ridge Subdivision for properties located within the 3rd and 4th Plats, which is attached hereto and incorporated by reference as if fully set forth herein, and authorizes the execution of the same by the City Manager.

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

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

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

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

BILL NO. 17-91

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel, Infrastructure and Planning
Nancy K. Yendes

AGREEMENT FOR UPGRADED STREET LIGHTING CITY OF LEE'S SUMMIT, MISSOURI

THIS AGREEMENT is made this _____ day of _____, 20____ between The Park Ridge CID (the "Association"), controlling association of properties within the Park Ridge 3rd and 4th Plats (the "Subdivision"), and the City of Lee's Summit, Missouri, ("City") a Missouri municipal corporation and home rule charter city.

WHEREAS, the City, by Resolution No. 06-04, adopted standards for minimum street lighting requirements ("Standard Street Light Requirements") within the City of Lee's Summit consisting of a 150-watt sodium vapor light on a steel pole; and

WHEREAS, the City leases the street light system from Kansas City Power & Light, its successors and assigns ("KCPL") and is billed monthly according to rates set by the Public Service Commission based on capital cost of the light, installation, maintenance, and energy costs; and

WHEREAS, currently new street lights are installed in compliance with applicable standards on the public right-of-way within the Subdivision and conforming to the Standard Street Light Requirements at the City's expense; and

WHEREAS, the Association desires to provide one (1) additional, upgraded street light within the Subdivision, in excess of the Standard Street Light Requirements with regard to location, pole type and fixture type but otherwise conforming to the Standard Street Light Requirements in all other respects, on the public right-of-way; and

WHEREAS, the Association desires to provide three (3) upgraded street lights within the Subdivision, in excess of the Standard Street Light Requirements with regard to pole type and fixture type but otherwise conforming to the Standard Street Light Requirements in all other respects, on the public right-of-way; and

WHEREAS, this agreement ensures the City will incur no additional costs from the installation of the proposed additional one (1) street light and the upgrade to three (3) street lights.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Association and City do hereby covenant and agree to the following terms and conditions:

1. The Association, in exchange for the obligations assumed under this Agreement, may request, and the City shall authorize, that KCPL install one (1) additional, upgraded street light and three (3) upgraded street lights, in the Subdivision. All street lights shall comply in all respects with the Standard Street Light Requirements with the exception of location of the additional and upgraded street light, and all street lights shall be upgraded in regard to pole type and fixture type:
2. The street lights shall be installed at the following locations. The additional, upgraded street light will be installed between 4538 and 4542 NE Alhambra Drive. The upgraded street lights will be installed between 1728 and 1732 NE Aberdeen Drive, 4517 NE Alhambra Drive and 1920 NE Park Ridge Circle.

3. Upon execution of this Agreement, the Association shall pay the City the actual difference in cost due to one (1) additional street light being installed at the request of the Association and pay the City the pro-rated actual difference in cost incurred by the City from Standard Street Lights for each of the three (3) upgraded street lights.
4. On or before July 1, 2016, and July 1 of every subsequent fiscal year, the Association shall pay the City in advance, the full difference in annual cost, according to the rate schedule imposed by KCPL applicable to the City of Lee's Summit, in effect at that time for the one additional street light within the Subdivision.
5. In the event that payments are not made according to Paragraphs 2 and 3 of this Agreement, the City may at its option and upon 30 days written notice to the Association request that KCPL remove the additional street light and replace the three (3) upgraded street lights with street lights meeting the "base" level of lighting requirements. The Association shall at all times have the obligation of providing the City with the address upon which such written notice shall be sent. Failure to provide this address or any change in the address shall waive the Association's right to notice under this paragraph. In the event that the City makes such a request, and KCPL removes the additional street lights, the Association shall be responsible for all costs associated with this removal and initial installation. In the event that KCPL fails or refuses to remove the additional street lights, then the Association's obligation under Paragraph 3 shall continue unabated.
6. The Association shall record a declaration with the Jackson County Recorder of Deeds containing provisions regarding the proposed additional street light. These provisions shall be consistent with the terms of this Agreement and subject to the approval of the City.
7. This contract shall be in effect from the date of its execution by the parties and terminate upon the expiration of the current contract with KCPL and may be extended for additional terms upon extension or renewal of the contract with KCPL.
8. The provisions of this Agreement shall inure to the benefit and bind the successors and assigns of the parties hereto and nothing herein contained shall prevent assignment of this Agreement hereunder by the Association.
9. The individual signing on behalf of the Association hereby represents and warrants that he has the authority to execute this document and to bind the Association in the manner specified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Park Ridge CID

By: _____

Title: _____

Attest:

By: _____

Title: _____

(Corporate Seal Affixed Here)

City of Lee's Summit

Stephen A. Arbo
City Manager

Attest:

Denise Chisum
City Clerk

Approved as to Form:

Office of the City Attorney

Packet Information

File #: BILL NO. 17-92, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 5th PLAT FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 5th PLAT FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

Key Issues:

- Resolution 06-04 adopted standards for minimum street lighting requirements (“Standard Street Light Requirements”).
- The proposed street lights are part of the street light system the City leases from Kansas City Power and Light and for which the City is billed monthly according to rates set by the Public Service Commission.
- The Park Ridge Community Improvement District (CID), which serves as the property owner’s association for the 5th Plat of the Park Ridge Subdivision, desires to install four additional, upgraded street lights and desires to upgrade five street lights in excess of the quantity and material permitted in the Standard Street Light Requirements.
- The City will incur no additional costs from the installation of the additional and upgraded street lights.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 5th PLAT FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 5th PLAT FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

Background

- Resolution 06-04 adopted standards for public street lighting infrastructure, and these standards

include the design criteria, the material requirements and the base levels of lighting according to street classification and requirements for where street lights are located.

- The proposed street lights fall under the leased lighting system, and the City is charged a monthly rate for each street light. This rate, which is based on the standards in Resolution 06-04, includes the capital cost of the street light, its installation, its maintenance and its energy costs. Upgraded street lights or additional street lights can be installed provided the costs for these lights are not paid for by the City.
- The Park Ridge CID desires to install one additional, upgraded street light and three upgraded street lights.

Impact/Analysis:

This Agreement will require the Park Ridge CID to pay the City the full annual cost for four (4) additional, upgraded street lights and the pro-rated actual difference in annual cost for five (5) upgraded street lights. The City will bill the CID at the current rates set by the Public Service Commission on or before July 1 of every fiscal year. Provisions within the Agreement insure there are no additional costs associated with the removal or changing of the street lights contained within this request.

Timeline:

Start: NA

Finish: NA

Other Information/Unique Characteristics:

None

Presenter: Scott Ward, Senior Staff Engineer

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 5th PLAT FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

Committee Recommendation: Public Works Committee meetings were cancelled in March and April by Chairman Mosby so this item is moving straight to City Council.

BILL NO. 17-92

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND THE PARK RIDGE COMMUNITY IMPROVEMENT DISTRICT WHICH SERVES AS THE PROPERTY OWNERS ASSOCIATION FOR THE 5th PLAT FOR ADDITIONAL AND UPGRADED STREET LIGHTING WITHIN THE PARK RIDGE SUBDIVISION.

WHEREAS, Resolution No. 06-04 adopted standards for minimum street lighting requirements ("Standard Street Light Requirements"); and,

WHEREAS, the City leases this part of the street light system from Kansas City Power and Light and is billed monthly according to rates set by the Public Service Commission; and,

WHEREAS, the Park Ridge Community Improvement District ("Association") desires to install four additional upgraded street light and five upgraded street lights within Park Ridge 5th Plat at its cost; and,

WHEREAS, the Association has agreed to reimburse the City any additional costs associated with the installation and operation of such street lights.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri, hereby approves the agreement by and between the City of Lee's Summit and the Park Ridge Community Improvement District, generally for upgraded street lighting in the Park Ridge Subdivision for properties located within the 5th Plat, which is attached hereto and incorporated by reference as if fully set forth herein, and authorizes the execution of the same by the City Manager.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 17-92

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel, Infrastructure and Planning
Nancy K. Yendes

AGREEMENT FOR UPGRADED STREET LIGHTING CITY OF LEE'S SUMMIT, MISSOURI

THIS AGREEMENT is made this _____ day of _____, 20____ between The Park Ridge CID (the "Association"), controlling association of properties within the Park Ridge 5th Plat (the "Subdivision"), and the City of Lee's Summit, Missouri, ("City") a Missouri municipal corporation and home rule charter city.

WHEREAS, the City, by Resolution No. 06-04, adopted standards for minimum street lighting requirements ("Standard Street Light Requirements") within the City of Lee's Summit consisting of a 150-watt sodium vapor light on a steel pole; and

WHEREAS, the City leases the street light system from Kansas City Power & Light, its successors and assigns ("KCPL") and is billed monthly according to rates set by the Public Service Commission based on capital cost of the light, installation, maintenance, and energy costs; and

WHEREAS, currently new street lights are installed in compliance with applicable standards on the public right-of-way within the Subdivision and conforming to the Standard Street Light Requirements at the City's expense; and

WHEREAS, the Association desires to provide four (4) additional, upgraded street lights within the Subdivision, in excess of the Standard Street Light Requirements with regard to location, pole type and fixture type but otherwise conforming to the Standard Street Light Requirements in all other respects, on the public right-of-way; and

WHEREAS, the Association desires to provide five (5) upgraded street lights within the Subdivision, in excess of the Standard Street Light Requirements with regard to pole type and fixture type but otherwise conforming to the Standard Street Light Requirements in all other respects, on the public right-of-way; and

WHEREAS, this agreement ensures the City will incur no additional costs from the installation of the proposed additional four (4) street lights and the upgrade to five (5) street lights.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Association and City do hereby covenant and agree to the following terms and conditions:

1. The Association, in exchange for the obligations assumed under this Agreement, may request, and the City shall authorize, that KCPL install four (4) additional, upgraded street lights and five (5) upgraded street lights, in the Subdivision. All street lights shall comply in all respects with the Standard Street Light Requirements with the exception of location of the additional and upgraded street lights, and all street lights shall be upgraded in regard to pole type and fixture type:
2. The street lights shall be installed at the following locations: Two additional, upgraded street lights will be installed on NE Park Bluffs Dr between the intersections of NE Aberdeen Dr and NE Woodside Cir, and two additional, upgraded street lights will be installed on NE Park Bluffs Dr between the intersections of NE Woodside Cir and NE Parks Summit Blvd. The upgraded street lights will be installed at the intersection of NE Park Bluffs Dr and NE Aberdeen Dr, the intersection of NE Park Bluffs Dr and NE

Woodside Cir, the intersection of NE Park Bluffs Dr and NE Parks Summit Blvd, the intersection of NE Parks Summit Blvd and NE Blue Stone Dr and the intersection of NE Seneca Terr and NE Catalina Ave.

3. Upon execution of this Agreement, the Association shall pay the City the actual difference in cost due to four (4) additional street lights being installed at the request of the Association and pay the City the pro-rated actual difference in cost incurred by the City from Standard Street Lights for each of the five (5) upgraded street lights.
4. On or before July 1, 2016, and July 1 of every subsequent fiscal year, the Association shall pay the City in advance, the full difference in annual cost, according to the rate schedule imposed by KCPL applicable to the City of Lee's Summit, in effect at that time for the one additional street light within the Subdivision.
5. In the event that payments are not made according to Paragraphs 2 and 3 of this Agreement, the City may at its option and upon 30 days written notice to the Association request that KCPL remove the additional four (4) street lights and replace the five (5) upgraded street lights with street lights meeting the "base" level of lighting requirements. The Association shall at all times have the obligation of providing the City with the address upon which such written notice shall be sent. Failure to provide this address or any change in the address shall waive the Association's right to notice under this paragraph. In the event that the City makes such a request, and KCPL removes the additional street lights, the Association shall be responsible for all costs associated with this removal and initial installation. In the event that KCPL fails or refuses to remove the additional street lights, then the Association's obligation under Paragraph 3 shall continue unabated.
6. The Association shall record a declaration with the Jackson County Recorder of Deeds containing provisions regarding the proposed additional street light. These provisions shall be consistent with the terms of this Agreement and subject to the approval of the City.
7. This contract shall be in effect from the date of its execution by the parties and terminate upon the expiration of the current contract with KCPL and may be extended for additional terms upon extension or renewal of the contract with KCPL.
8. The provisions of this Agreement shall inure to the benefit and bind the successors and assigns of the parties hereto and nothing herein contained shall prevent assignment of this Agreement hereunder by the Association.
9. The individual signing on behalf of the Association hereby represents and warrants that he has the authority to execute this document and to bind the Association in the manner specified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Park Ridge CID

By: _____

Title: _____

Attest:

By: _____

Title: _____

(Corporate Seal Affixed Here)

City of Lee's Summit

Stephen A. Arbo
City Manager

Attest:

Denise Chisum
City Clerk

Approved as to Form:

Office of the City Attorney

Packet Information

File #: BILL NO. 17-93, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 1 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR THE COMPLETION AND REPORTING OF THE CEDAR CREEK BASINS 16 AND 20 PRIVATE I&I PILOT STUDY IN THE AMOUNT OF \$55,719.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

- In 2008 City Council approved a private inflow and infiltration reduction pilot study in the Cedar Creek watershed, sub-basins 16 and 20.
- A series of inspections and reports have been completed on the majority of the structures located within the basins.
- Based on the inspections, work orders were created to remedy sources of storm water entering into the sanitary sewer system located on private property.
- Each property, where storm water connections were identified was approached and asked to make repairs for which they would then be reimbursed.
- 919 of 973 properties in CC-16 and CC-20 were inspected
- 128 of the 919 properties inspected had defects
- 97 of the 128 properties with defects received letters (the other 31 properties needed re-evaluation before receiving letters)
- 44 of the 97 properties receiving letters have corrected the I&I connection
- An evaluation of the effectiveness of these repairs has yet to be completed.
- In order to finalize this pilot I&I reduction program and develop a recommendation on how to proceed, post construction flow monitoring and other efforts taken during the pilot study need to be evaluated.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 1 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR THE COMPLETION AND REPORTING OF THE CEDAR CREEK BASINS 16 AND 20 PRIVATE I&I PILOT STUDY IN THE AMOUNT OF \$55,719.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 1 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR THE COMPLETION AND REPORTING OF THE CEDAR CREEK BASINS 16 AND 20 PRIVATE I&I PILOT STUDY IN THE AMOUNT

OF \$55,719.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

On January 4, 2007, the Wastewater Master Plan (WWMP) was adopted by the City Council. The WWMP provided an overview of the City's sanitary sewer system and provided capital improvement recommendations. These recommendations included the reduction of I&I and improvements to the Cedar Creek Interceptor in order to minimize the risk of continued sanitary sewer overflows and provide capacity for future development.

In 2007, the City engaged Archer Engineers to perform a Pilot Sanitary Sewer Evaluation Study (SSES) for Basins CC-16, CC-20 and WP-6 to further evaluate the basins. The purpose of the study was to identify and quantify the sources of I&I and provide detailed cost estimates for projects determined to be necessary to reduce I&I. The findings of the pilot study have been presented and discussed at previous council meetings.

In January of 2009, the City Council awarded the design and engineering of the Cedar Creek Interceptor to HDR/Archer Engineers. The Cedar Creek Interceptor improvement project is scheduled for bid in 2009 with construction completed the spring of 2010. This project included an evaluation of cost alternatives related to I&I reduction for the sizing of the interceptor.

At a Council work session on February 12, 2009, the benefits of addressing private I&I were outlined as they related specifically to the required capacity of the Cedar Creek Interceptor project that was currently under design. At that time, City Council directed staff to draft an ordinance that established a pilot reimbursement program in the Cedar Creek sub-watersheds (CC-16 and CC-20). That ordinance amended Chapter 32 of the Code of Ordinances by establishing an I&I reduction program applicable to properties located in the CC-16 and CC-20 water sub-basins, and clarified that sources of storm/groundwater may not be interconnected with the sanitary sewer system. Council also directed City staff to move forward with building inspections, evaluation and repair of remaining private I&I sources in the two Cedar Creek priority basins.

Now that many of the private plumbing defects that were allowing storm water to enter into the public sanitary sewer system have been repaired, staff is requesting approval to engage Burns and McDonnell to provide for post construction flow monitoring in the pilot I&I area and provide final report with the findings and recommendations related to the effectiveness of the work completed and recommendations the program should consider as it moves forward.

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

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 1 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR THE COMPLETION AND REPORTING OF THE CEDAR CREEK BASINS 16 AND 20 PRIVATE I&I PILOT STUDY IN THE AMOUNT OF \$55,719.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

File #: BILL NO. 17-93, **Version:** 1

Committee Recommendation: Public Works Committee meetings were cancelled in March and April by Chairman Mosby so this item is moving straight to City Council.

BILL NO. 17-93

AN ORDINANCE AUTHORIZING THE EXECUTION OF ADDENDUM NO. 1 TO AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BURNS AND MCDONNELL ENGINEERING COMPANY, INC. FOR THE COMPLETION AND REPORTING OF THE CEDAR CREEK BASINS 16 AND 20 PRIVATE I&I PILOT STUDY IN THE AMOUNT OF \$55,719.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BURNS AND MCDONNELL ENGINEERING COMPANY, INC. BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Water Utilities Department created a pilot area for private inflow and infiltration improvements in the Cedar Creek 16 and 20 drainage basins; and,

WHEREAS, the improvements in this area have been substantially completed and are ready for discrete flow monitoring and reporting and,

WHEREAS, the City of Lee's Summit previously hired Burns and McDonnell Engineering Company, Inc. to provide basin wide flow monitoring in the Cedar Creek Basin in Lee's Summit; and,

WHEREAS, Burns and McDonnell are currently under contract as the City's on call Water and Waste water Engineering service provider; and,

WHEREAS, the On-Call Engineering Contracts Water and Wastewater were renewed on January 17, 2017, and this is the First Addendum for services to be rendered under the renewal contract.

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

SECTION 1. That Addendum No. 1 to the On-Call Agreement for professional engineering services by and between the City of Lee's Summit, Missouri and Burns and McDonnell Engineering Company Inc. generally for the completion and reporting of the Cedar Creek Basins 16 and 20 private I&I pilot study in the amount of \$55,719.00, a true and accurate copy of said Addendum and the scope of work attached hereto as Exhibit "A" and both incorporated herein by reference, be and the same are hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the aforementioned On-Call Agreement 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 adoption, passage, and approval by the Mayor.

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

Mayor Randall L. Rhoads

BILL NO. 17-93

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

EXHIBIT "A"

SCOPE OF SERVICES

FOR INFLOW AND INFILTRATION (I/I) REDUCTION ANALYSIS

This scope of services describes the work elements to be performed by Burns & McDonnell Engineering Company, Inc. (hereinafter referred to as ENGINEER) in development of post construction inflow and infiltration (I/I) reduction analysis for basins CC 16 and CC 20 serving the City of Lee's Summit (hereinafter referred to as OWNER). This scope includes detailed tasks that are anticipated for the work. The details of each task reflect a reasonable level of effort anticipated.

Task 1: Project Management and Administration

- a. Manage and administer project and allocate resources to complete the project within schedule and budget limitations. Prepare and submit a monthly invoice. Each invoice shall include the purchase order number, project number, unit rates/prices, and extended totals.
- b. Arrange and conduct a kickoff meeting with the OWNER. Discussions shall be held to review and confirm the project goals, objectives and scope of work. Prepare agenda and minutes for meeting and distribute to meeting attendees.
- c. Arrange and conduct two (2) project meetings as needed for reviews with the OWNER to discuss project progress and deliverables review. Prepare agenda and minutes for meeting and distribute to meeting attendees.

Task 2: Flow and Rainfall Monitoring

Development of a post construction I/I reduction analysis as described in Task 3 will first require data to be collected from existing data sources and/or field assessment. Flow and rainfall data monitoring activities will focus on meter locations where pre-construction flow monitoring was conducted by the OWNER and additional locations that encompass basins CC 16 and CC 20. The flow and rainfall monitoring task comprises a base period of ninety (90) days.

- a. Flow Meter Site Assessment/Installation:

ENGINEER shall recommend five (5) flow monitor locations for the OWNER to install with the assistance of ENGINEER for a period of up to ninety (90) days. Flow monitoring sites will be determined by evaluating the OWNER's previous meter locations and choosing additional locations to isolate basins CC 16 and CC 20. A site assessment will be conducted by the OWNER with assistance from the ENGINEER of potential flow monitoring sites. The assessment will be made to determine, in general, the most suitable flow monitoring and rain gauge locations based on the following conditions:

 1. Suitability for Accurate Metering - The accuracy of open channel flow metering will depend on numerous variables that should be controlled as much as possible. For this reason, reconnaissance inspections will be performed to identify the best sites for metering and to minimize such error-causing factors as changes in pipe alignment

and size, interruption of channel flow by side inlets and turbulence caused by uneven channels.

2. Safety - It is equally important that the proposed sites conform to ENGINEER's requirements for safe operating conditions. If the site falls outside of these requirements, alternate sites that are suitable based on safety requirements will be selected upon further consultation with the OWNER.

OWNER shall provide information for the ENGINEER to complete site assessment forms for each flow monitoring location. The OWNER shall provide four flow monitors (4) and ENGINEER shall provide one (1) electronic depth/velocity flow monitor (ISCO 2150) for the duration of the monitoring periods described above.

b. Flow Monitoring (Day 0-90):

Four (4) flow monitors shall be maintained by the OWNER and one (1) flow monitor shall be maintained by the ENGINEER on a weekly basis. Weekly maintenance shall include the upload and interrogation of all flow data, meter calibration (as needed), weekly velocity profiling, and other diagnostic checks. Flow monitors shall remain in place for a base period of 90-days.

c. Rainfall Monitoring (Day 0-90):

ENGINEER shall furnish one (1) rain gauge. ENGINEER shall install, service, and maintain the one (1) continuous recording, electronic rain gauge within the study areas during the same 90-day monitoring period. The gauge will record rainfall to one-hundredths of inch increments. The instrument data will be checked weekly by ENGINEER. Data collected from rain gauges will be analyzed by ENGINEER to correlate peak system flows to total rainfall depth and duration as further discussed in this scope of work. ENGINEER shall complete a site assessment form for the rainfall monitoring location.

Deliverables:

1. Flow hydrographs and rainfall hyetographs for each flow monitoring location and each rain gauge in electronic copy format.

Task 3: Flow Data Analysis

The flow and rainfall data collected in Task 2 shall be processed to develop a post construction I/I reduction analysis described in this task. Principal components of sanitary sewer system flows will be deconstructed from the flow meter hydrographs in the following general manner:

- a. Provide an analysis of flow monitoring data to estimate average dry weather flow (ADWF) and peak dry weather flow (PDWF).
- b. Develop and provide ADWF curves for each metering site. These curves will reflect 15-minute interval variations over time for weekdays and weekends.
- c. Identify rainfall events for evaluation, and determine wet weather flow vs. rain volumes by calculating wet flow volume (total flow, less ADWF, integrated over time during wet weather impact).

- d. Develop scatter graphs of flow depth (in feet) against velocity (in feet per second) for each flow meter.
- e. Develop normalized peak flow versus rainfall depth curves for each flow meter. Separate curves will be developed for I/I and will include projected peak flow for the design storm event. Indicate if the flow meter site is impacted by upstream flow split and/or downstream conveyance performance.
- f. Estimate groundwater induced infiltration and rainfall dependent inflow for each flow meter site.

Task 4: Data Review and Reporting

The flow and rainfall data analyzed in Task 3 shall be processed in combination with results from the OWNER's *I/I Assessment and Reduction Plan*, dated July 16, 2008, to develop an I/I Reduction Analysis Report.

- a. Review previous I/I reduction efforts for CC 16 and CC 20.
- b. Review results with the OWNER to address any issues as to data validity, missing data, or other problems.
- c. Compare results from new flow meter data to results from pre-construction I/I reduction metering to determine the effects that I/I removal efforts have had on the system.
- d. Compare results of I/I Assessment and Reduction Plan to assess effectiveness of building code changes and efforts to reduce I/I from private sources.
- e. Submit rough draft of I/I Reduction Analysis Report to OWNER for review and comments.
- f. Arrange and conduct one (1) Draft Report Meeting to discuss data analysis, draft reviews, and comments.
- g. Submit final draft of I/I Reduction Analysis Report to OWNER.
- h. Arrange and conduct one (1) Final Report Meeting to discuss findings, reviews, and comments.

Deliverables:

- 1. Raw Flow Monitoring Data, Final Flow Monitoring Data, Site Sheets and Photos – one (1) electronic format copy
- 2. I/I Analysis Draft Report– four (4) hardcopies and one (1) electronic format copy.
- 3. I/I Analysis Final Report – four (4) hardcopies and one (1) electronic format copy.

Method of Payment:

The above services are to be compensated in accordance with the attached Schedule of Hourly Professional Service Billing rates. The rates presented in this Schedule are effective for services through December 31, 2017, and are subject to revision thereafter.

ADDENDUM NO. 1
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-3

CEDAR CREEK 16 &20 PRIVATE I&I PILOT STUDY COMPLETION AND REPORTING

THIS ADDENDUM NO. 1 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-3 is made and entered into this_____day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Burns and McDonnell Engineering Company, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated January 13, 2017 (RFQ No. 2016-042-2) for On-Call Professional Engineering Services (hereinafter "Base Agreement"); and,

WHEREAS, City desires to engage Engineer for a specific scope of engineering services which are covered by the Base Agreement; and,

WHEREAS, Engineer has submitted a proposal for the engineering services and an estimate of engineering costs to perform said services in compliance with the Base Agreement; and,

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

ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY THE ENGINEER

Pursuant to Article I of the Base Agreement, Engineer is hereby engaged to provide the following scope of services:

Additional services related to Cedar Creek 16 &20 private I&I pilot study completion and reporting for the City of Lee's Summit as described in Exhibit A of the Modification No. 1 attached hereto and incorporated herein by reference.

All other provisions of the Base Agreement shall remain in full force and effect.

ARTICLE II
COMPENSATION FOR SCOPE OF SERVICES

Payment to the Engineer for the services identified herein shall not exceed \$55,719.00, pursuant to the rates set forth in Exhibit A to the Base Agreement.

ARTICLE III
TERMS OF BASE AGREEMENT TO APPLY

All terms of the Base Agreement shall remain in full force and effect and shall apply to this Addendum No. 1.

This Addendum No. 1 shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this 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:

JACKIE MCCORMICK HEANUE
CHIEF COUNSEL OF MGMT & OPS/DEPUTY CITY ATTORNEY

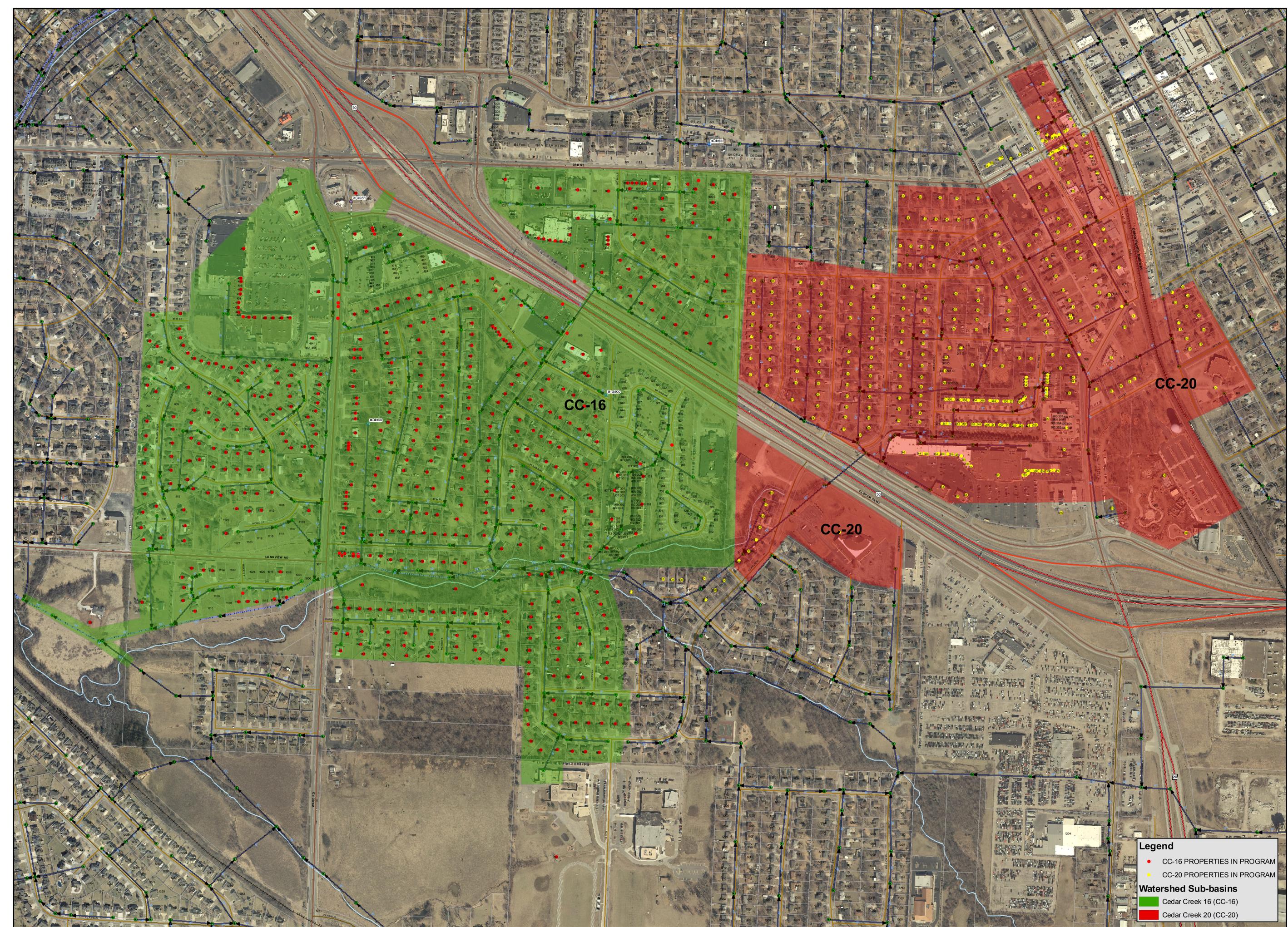
ENGINEER BURNS AND MCDONNELL
ENGINEERING COMPANY, INC.

BY: _____
TITLE: _____

Attest:

City of Lee's Summit, MO
 I/I Reduction Analysis
 Burns & McDonnell

WORK TASK DESCRIPTION	Unit Costs				Hourly + Expenses											Total Hours	Subtotal	Total Costs	
	Units	Quant	Rate	Subtotal	PM	QA/QC	PE	OTII	GIS	Admin	FM	FT	Clerical						
90-Day Metering																			
1a Project Admin/Management					12		12				12					36	7,925	\$7,925	
1b Kickoff Meeting (1)					2		2									4	861	\$861	
1c Progress Meetings (2)					4		8									12	2,407	\$2,407	
2a Flow Meter Rental (1 meters, 90 days)	Meter-Days	90	\$22	1,980												0	1,980	\$1,980	
2a Installation of Flow Meters	Each						4	5			6					15	2,474	\$2,474	
2b Maintenance and Monitoring of Flow Meters	Meter-days	5	\$0	0								30				30	2,835	\$2,835	
2c Rain Gauge Rental (1 gauge, 90 days)	Gauge-Days	90	\$12	1,080													1,080	\$1,080	
2c Installation of Rain Gauges	Each						2	2								4	506	\$506	
2c Maintenance and Monitoring of Rain Gauges	Gauge-Days	2	\$0	0							4					4	920	\$920	
3 Post I/I Reduction Flow Data Analysis					4		20	50								74	8,555	\$8,555	
4a - d I/I Reduction Data Review and Analysis					4		35									39	7,028	\$7,028	
4e - h Reporting					12	16	60	30								118	19,148	\$19,148	
Total I/I Reduction Analysis:																			\$55,719



Legend

- CC-16 PROPERTIES IN PROGRAM
- CC-20 PROPERTIES IN PROGRAM

Watershed Sub-basins

- Cedar Creek 16 (CC-16)
- Cedar Creek 20 (CC-20)

CEDAR CREEK CC-16 & CC-20 PROGRAM PROPERTIES

ARTICLE VI. - INFLOW AND INFILTRATION MITIGATION

Sec. 32-350. - Cedar Creek CC-16 and Cedar Creek CC-20 watershed sub-basin inflow and infiltration reduction program.

A.

Purpose. The City of Lee's Summit, Missouri ("City") owns and operates a sanitary sewer system. Connections to the sewer system within private residences or on private property can allow significant amounts of stormwater or groundwater to be received as Inflow and Infiltration (I&I) into the sanitary sewer system. Stormwater and groundwater Inflow and Infiltration into the sanitary sewer system decreases the capacity of the system to convey sanitary sewer waste and increases the treatment costs of sanitary sewage for the City. Stormwater and groundwater Inflow and Infiltration in the sanitary sewer system can cause sanitary sewer surcharges, which results in claims against the City and increases investigation, litigation and insurance costs. Any reduction in the amount of stormwater and groundwater into the public sanitary sewer system is a public benefit to all residents of the City of Lee's Summit because it increases the capacity of the sanitary sewer system, minimizes costs of future CIP projects, reduces treatment costs, and reduces claims and claim related costs. The Missouri Department of Natural Resources (MDNR) completed an inspection of the City's sanitary sewer system, including its records of sanitary sewer overflows, on December 21, 2007. A condition of the report was that the City was required to complete and submit an I&I Assessment and Reduction Plan within one hundred twenty (120) days of receipt of MDNR's report. The City of Lee's Summit I&I Assessment and Reduction Plan was submitted on July 16, 2008. The City desires to implement an Inflow and Infiltration Reduction Program ("Program") in order to help meet the objectives of the I&I Assessment and Reduction Plan as part of its general stormwater and groundwater Inflow and Infiltration mitigation efforts. This Program will also assist in compliance with the City's User Agreement with the Little Blue Valley Sewer District. This Program applies to all properties located within the Cedar Creek CC-16 and Cedar Creek CC-20 watershed sub-basins and participation is mandatory. Professional analysis and investigation reveals that the City's sanitary sewer system within these basins are overloaded due to I&I, with I&I resulting in the actual and threatened occurrence of sanitary sewer surcharges. The purpose of this Program is to inspect and identify sources and types of I&I on eligible properties, eliminate them, and evaluate the effectiveness of these efforts.

B.

Program coverage and reimbursement eligibility. This section applies to all properties located within the Cedar Creek CC-16 or Cedar Creek CC-20 watershed sub-basins. All owners or occupants of buildings located within these sub-basins that discharge into the City's sanitary sewer system must allow inspection, at reasonable times, of all connections to the sanitary sewer system. All owners must remove all connections found by the Director of Water Utilities, or his designee, to allow stormwater or groundwater into the City's system. The Program will serve to reimburse eligible owners for certain eligible expenses for required improvements intended to reduce sources of Inflow and Infiltration of stormwater and groundwater into the City's sewer system and minimize potential sewer surcharges in order to increase the efficiency of the public sanitary sewer system and reduce costs to the City. This section provides for reimbursement for certain approved work which relates to the removal of connections which deposit, or cause to be deposited, stormwater or groundwater into the system. To be eligible for reimbursement under this section:

1.

The property must be located within the Cedar Creek CC-16 or Cedar Creek CC-20 watershed sub-basins; and

2.

The applicant must be the owner of record of a building that discharges into the sanitary sewer system in the Cedar Creek CC-16 or Cedar Creek CC-20 watershed sub-basin; and

3.

The property owner must execute a written agreement which, at a minimum, shall provide that:

a.

The property owner agrees to maintain any equipment and improvements installed pursuant to this section;

b.

The property owner shall allow the Water Utilities Department entry onto the property at reasonable times to allow periodic inspections of any reimbursed work as well as any other connections to the sanitary sewer system;

c.

The property owner shall agree not to make any future stormwater, groundwater or unpermitted connections to the City's sanitary sewer system, and in the event that such connection are made the property owner must repay all reimbursement funds; and

d.

The property owner understands that he continues to be responsible for the maintenance of the owner's private lateral sewer line.

C.

Reimbursement procedures.

1.

An eligible property owner may initiate a request for reimbursement by contacting the Director of Water Utilities, or his designee, to determine the reasonable scope of necessary work for the property.

2.

The Director, or his designee, shall determine the eligibility of the applicant and the reasonable scope of eligible work for the property and shall present the property owner with a reimbursement agreement meeting the minimum criteria of this section and a list of approved work. No work shall be eligible for reimbursement that does not receive the prior written approval of the Director or his designee.

3.

The property owner must obtain three (3) bids for each item of proposed work and the City will reimburse no more than the amount submitted by the lowest bidder. The Director is authorized to reject any and all bids that are inconsistent with the determined scope of eligible work. The bids must be for reimbursement eligible work only. All contractors must obtain all necessary permits and must hold all necessary licenses.

4.

If the property owner chooses to disconnect by any means other than what is specifically allowed by this section, the Director will not reimburse the property owner.

5.

Upon completion of the work, and after inspection by the City's Codes Department and/or the Director or his designee, and determination that the work was completed in a satisfactory and workmanlike manner, the property owner shall deliver to the Director or his designee verifiable invoices for the reasonable cost of the approved work and an approved codes inspection report.

6.

The Director shall review the owner's submitted invoices and approved codes inspection report, and may require such additional verification as may be necessary to confirm the accuracy thereof.

7.

Upon the Director's determination of the accuracy of the invoices and approved codes inspection report, payment shall be made by check payable to the property owner within thirty (30) days.

D.

Reimbursement eligibility. If eligible for participation in the program, a property owner may be reimbursed for actual, reasonable costs of completing the scope of work approved by the Director of Water Utilities.

Source Description

Sump pump discharging into sanitary sewer

Sump pit draining into sanitary sewer

Area drains (driveway, stairwell, yard, window well)

External foundation drain connected into sanitary sewer just outside of foundation

Downspouts connected into sanitary sewer

E.

Authority to implement. The Director is authorized to administer this section and may take such actions as are necessary in order to comply with this section, including the execution of reimbursement agreements which are consistent with this section. In the event that the Director denies eligibility to any applicant property owner, the Director shall issue a written decision explaining the Director's decision and citing the appeal process set forth in this section.

F.

Appeal of reimbursement related decisions or determinations. Any property owner aggrieved by a decision or determination of the Director relating to reimbursement may appeal the Director's decision by filing a written notice of appeal to the Director of Finance within thirty (30) days following the date of the Director's decision or determination. The written notice of appeal shall include all information or documentation which the property owner believes supports his contentions, together with a brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the appealed decision or determination should be reversed, modified, or otherwise set aside. If a property owner fails to appeal the Director's decision or determination within thirty (30) days as set forth in this subsection, the decision shall be final and no appeal shall be heard. The Director of Finance shall provide notice to the property owner of the date, time and place of hearing, which shall be no later than thirty (30) days from the date of the filed notice of appeal (unless continued by mutual consent), where such person will have full opportunity to present evidence and testimony in support of the person's appeal. The hearing shall be conducted by the Director of Finance as a contested case under the provisions of Chapter 536, RSMo, and the Director of Finance shall issue a final decision within ten (10) days of the hearing date. The decision shall include written findings of fact and conclusions of law. The decision of the Director of Finance shall be final for purposes of appeal pursuant to Chapter 536, RSMo.

G.

Appeal of other decisions or determinations. Any property owner aggrieved by any decision or determination of the Director that is not covered by Section 32-350(F) but is otherwise related to the implementation of this section may appeal such decision or determination to the Board of Appeals by filing a written notice of appeal to the City Clerk within thirty (30) days following the date of the Director's decision or determination. The written notice of appeal shall include all information and documentation which the property owner believes supports his contentions, together with a brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the appealed decision or determination should be reversed, modified, or otherwise set aside. An appeal to the Board of Appeals requires payment of the fee established in the City's Schedule of Fees and Charges. If a property owner fails to appeal the Director's decision or determination within thirty (30) days as set forth in this subsection, the decision shall be final and no appeal shall be heard. The Director shall provide notice to the property owner of the date, time and place of hearing, which shall be no later than sixty (60) days from the date of the filed notice of appeal (unless continued by mutual consent), where such person will have full opportunity to present

evidence and testimony in support of the person's appeal. The hearing shall be conducted by the Board of Appeals as a contested case under the provisions of Chapter 536, RSMo, and the Board shall issue a final decision within ten (10) days of the hearing date. The decision shall include written findings of fact and conclusions of law. The decision of the Board of Appeals shall be final for purposes of appeal pursuant to Chapter 536, RSMo.

H.

Funding. Reimbursement under this program is funded in the maximum amount of five hundred eighty-four thousand dollars (\$584,000.00). Total reimbursements under the program are therefore limited to five hundred eighty-four thousand dollars (\$584,000.00) and no request for reimbursement shall be approved nor shall be eligible to receive reimbursement which would cause total reimbursements by the program to exceed that maximum. This program will end upon extinguishment of these funds.

(Ord. No. 6811, § 2(32-350), 7-23-2009)

Secs. 32-351—32-359. - Reserved.

Sec. 32-360. - Unauthorized discharges prohibited.

It shall be unlawful for any person to discharge or cause to be discharged, through physical connection or otherwise, any stormwater or groundwater into the City's sanitary sewer system without the written approval of the City.

(Ord. No. 6811, § 2(32-360), 7-23-2009)

Secs. 32-361—32-369. - Reserved.

Sec. 32-370. - Access and entry.

A.

Access. Representatives of the City shall have the right to make an inspection of such establishments, premises, places and localities for the purpose of determining compliance with this article. Inspections shall be done at a reasonable time.

B.

Notice. If the building, premises, or establishment to be inspected is occupied the representative shall first present proper credentials and request entry, by either phone or letter, and if such building or premises be unoccupied, the representative shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

C.

Search warrants. If, after proper request, entry or access is refused, the representative may compel such access by application to a Lee's Summit Municipal Judge. A Lee's Summit Municipal Judge shall have authority to issue search warrants for searches or inspections of such house, dwelling or unit to determine the existence of violations of Chapter 32 of this Code. Warrants and searches or inspections made pursuant thereto shall conform to and be governed by the following provisions:

1.

The Director of Water Utilities may make application for the issuance of a search warrant.

2.

The application shall:

a.

Be in writing;

b.

State the time and date of the making of the application;

c.

Identify the property or places to be searched in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;

d.

State facts sufficient to show probable cause for the issuance of a search warrant to search for violations of Chapter 32 of this Code;

e.

Be verified by the oath or affirmation of the applicant; and

f.

Be filed in the municipal division of the county circuit court.

3.

The application shall be supplemented by written affidavits verified by oath or affirmation. Such affidavits shall be considered in determining whether there is probable cause for the issuance of a search warrant and in filling out any deficiencies in the description of the property or places to be searched. Oral testimony shall not be considered.

4.

The judge shall hold a non-adversary hearing to determine whether sufficient facts have been stated to justify the issuance of a search warrant. If it appears from the application and any supporting affidavits that there is probable cause to inspect or search for violations of Chapter 32 of this Code, a search warrant shall immediately be issued to search for such violations. The warrant shall be issued in the form of an original and two (2) copies.

5.

The application and any supporting affidavits and a copy of the warrant shall be retained in the records of the municipal judge.

6.

Search warrants issued under this section shall:

a.

Be in writing and in the name of the issuing authority;

b.

Be directed to any policy officer or Codes Enforcement Official of the City;

c.

State the time and date the warrant is issued;

d.

Identify the property or places to be searched in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;

e.

Be limited to a search or inspection for violations of Chapter 32 of this Code;

f.

Command that the described property or places be searched and that any photographs of violations found thereof or therein be brought, within ten (10) days after filing of the application, to the judge who issued the warrant, to be dealt with according to law; and

g.

Be signed by the Municipal Judge, with his title of office indicated.

7.

A search warrant issued under this section may be executed only by a police officer or Code Enforcement Official of the City. The warrant shall be executed by conducting the search commanded.

8.

A search warrant shall be executed as soon as practicable and shall expire if it is not executed and the return made within ten (10) days after the date of the making of the application.

9.

After execution of the search warrant, the warrant with a return thereon, signed by the officer making the search, shall be delivered to the judge who issued the warrant. The return shall show the date and manner of execution and the name of the possessor and of the owner of the property or places searched, when he is not the same person, if known.

10.

A search warrant shall be deemed invalid:

a.

If it was not issued by a judge of the Lee's Summit Municipal Court;

b.

If it was issued without a written application having been filed and verified;

c.

If it was issued without probable cause;

d.

If it was not issued with respect to property or places within the City;

e.

If it does not describe the property or places to be searched with sufficient certainty;

f.

If it is not signed by the judge who issued it; or

g.

If it was not executed within the time prescribed by Subsection 8 of this section.

(Ord. No. 6811, § 2(32-370), 7-23-2009)

Secs. 32-371—32-379. - Reserved.

Sec. 32-380. - Enforcement.

Failure to comply with the provisions of this section shall, among other things, serve as grounds for disconnection of water and sewer service in the manner set forth in Chapter 32 of the Code of Ordinances.

(Ord. No. 6811, § 2(32-380), 7-23-2009)

Packet Information

File #: 2017-1071, **Version:** 1

Presentation of 2017 Citizens Leadership Academy Participants.

The 2017 Citizens Leadership Academy has been completed. We began with 23 participants and about 18 were able to attend a majority of sessions. The final session, held on Saturday, April 8th, included a mock city council meeting for the City of Mock. Participants held various positions, such as Mayor, Councilmember, City Manager, City Attorney, etc. They were provided with a packet and real Staff members helped them prepare. I was quite impressed with their level of understanding and the process they followed.

Once again, City Staff willing and enthusiastically participated in this program. I truly appreciate the assistance they provided and this Academy would not have been a success without them.

Kevin Wood, Mayor of the City of Mock, will address the Lee's Summit Mayor and City Council. The participants will be provided with a certificate of participation.

CITY OF LEE'S SUMMIT

2017 CITIZENS LEADERSHIP ACADEMY

EVALUATION SUMMARY

Participants in the 2017 CLA were asked to complete evaluations for each session. Below is a summary of the responses received from the participants.

1 = Unsatisfactory 2 = Needs Improvement 3 = Satisfactory 4 = Exceeds Expectations 5 = Excellent

	1s	2s	3s	4s	5s
SESSION 1: COMMUNITY HISTORY AND MEANING OF CITIZENSHIP					
City Hall					
Opening Remarks _____			2	2	8
Overview of Academy – Denise Chisum _____				2	9
Lee's Summit Then and Now – Denise Chisum _____			1	1	8
What does Citizenship mean to you? – Denise Chisum _____			2	2	7
Materials and handouts – Glossary of Terms _____				4	7
Comments:					
Really liked the history. Fascinating.					
Great start of the Academy. Loved the history.					
Would be helpful to add history factoids/notes to slides.					
I'm glad hard copies started to be provided at the time or ahead of class time.					
Good group participation workup.					
Missed this week but certain it was perfect.					
It would have been nice to have the LS History book available to purchase on spot.					
SESSION 2: STRUCTURE OF GOVERNMENT AND CITY CHARTER/ORDINANCES					
Airport					
Glossary of Terms quiz _____			1	7	6
Structure of Government – Steve Arbo and Nick Edwards _____				4	9
City Charter and City Ordinances – Brian Head _____				3	9
Tour of facility _____				2	7
Materials and handouts _____				3	9
Comments:					
A little dry but a tough topic to make interesting. Appreciate Steve Arbo's honesty & insight.					
Excellent content.					
Steve and Nick's comments, as in all the others' comments, are based on facts and figures. When conversations had personal perception, [sic] they comments and bias was <u>clearly</u> stated.					
Excellent to have a City Manager who is "great" at being a conduit between the City and Council/Mayor.					
Very familiar with Airport. Didn't tour.					
Presenters well versed in their topics					
We need a copy of the City organizational structure. We need copies of several slides, too many to mention. Allow more time for questions and comments!!! Great tour.					
SESSION 3: PUBLIC WORKS AND PLANNING & DEVELOPMENT					
Maintenance Facility					
Public Works Department _____				4	9
Planning and Development Department _____			1	3	9
Street Department Operations _____			1	3	9
Tour of facility _____				4	7
Materials and handouts _____		1			3

Comments:					
Snow/Ice removal – who knew☺					
Interesting aspect of seeing how the City works.					
I appreciate the transparency and full disclosure.					
Great Q & A. Lots of info/transparency.					
This was an excellent meeting, full of info, exchanges and questions that were answered! The Staff was very accommodating and forthright. I felt relaxed and welcomed. Thank you for the surprise gift.					
Impressive presentation by Staff.					
More time for questions!!! Hand outs for Dept. of Plan. & special projects would have been nice.					
Enjoyed the tour.					

SESSION 4: COMMUNITY BUILDING AND CONFLICT RESOLUTION					
Police Training Room					
Community Building			1	6	6
Conflict, Consensus Building and Collaboration			1	7	6
Policy Development			2	5	6
Tour of facility			1	4	7
Materials and handouts			1	6	6

Comments:					
The Chief of Police was very "normal", informative and relaxed and interesting. Tom Lovell presented informative and interesting about Parks. ...was a little rushed and we wanted info rather than the assignment. Thanks for answering most of our questions.					
Good material for anyone.					
I enjoyed key note speaker – learned a lot about P&R. I know nothing can be done about it BUT...side conversations are VERY annoying and distracting and disrespectful.					

SESSION 5: FINANCE AND ECONOMIC DEVELOPMENT					
Gamber Center					
Municipal Finance – Conrad Lamb			2	1	11
Finance/Budget and Development Incentives – Conrad Lamb & Mark Dunning			2	3	9
Economic Development and Redevelopment – Mark Dunning & Conrad Lamb			2	3	9
Tour of facility			2	1	10
Materials and handouts	1		1	1	11

Comments:					
Very informative.					
On the MOVE! From the year 2000-2015, 16 & 17 the city was developing and then we set a new growth that equaled an "Economic Explosion" with all the qualified Staff on board to thrust us forward.					
Very good explanation of municipal finance and development activities of the city.					
Yellowstone room too noisy with class next door. Waited after class in the front for approximately 10 minutes and never got a tour nor was I acknowledged-disappointed. I was looking forward to a tour.					

SESSION 6: PUBLIC SAFETY					
Fire Station #7					
Fire Department – Asst. Fire Chief Jim Eden				3	10
Police Department – Captain Jim Green				3	10
Codes Administration – Tracy Deister				3	9
Tour of facility				4	8
Materials and handouts			1		

Comments:					
Great session. Loved the humor.					
The "Jims" are very entertaining and informative. Excellent session.					
I found the Staff very informative, highly motivated and forward on our future! I expected the humor along the way. I think some humor makes the presentation human					
(Materials and Handouts) None from FD/:D – Codes +++					

Chief Eden always does a good job. Captain Green represented the PD well. Mr. Dunning was informative about Code Admin.

Very important information relayed. Side conversations are very disrespectful.

SESSION 7: COUNCIL MEETING AND PROCEDURES					
MOCK COUNCIL MEETING					
City Hall					
Conducting and participating in a meeting			2	1	11
Discussion of Mock City Council Meeting			1	2	11
Mock City Council Meeting			1	1	11
Materials and handouts			1	1	11

Comments:

I have thoroughly enjoyed this program. So glad with my choice of city, so impressed with the Staff.

THANK YOU!!

Outstanding! Appreciate the complexity of running Council meetings.

This has been an excellent experience. Thank you for this opportunity to become more involved in our community.

Excellent learning experience.

Fun and great insight.

This continues to be a professional and action-packed meeting and very personal and fun. Denise has done an excellent job for this whole academy experience!

Side conversations are very disrespectful.

Timing of meetings:					
Time of the year:			1	2	12
Frequency of meetings:			1	2	12
Length of meetings:			2	2	11
Materials and handouts			1	2	11

Comments:

Make the handouts electronic.

I am very glad that participation and conversations are encouraged and time taken for thorough discussions!!

OVERALL:					
Did the sessions meet expectations?			1	1	13
Should there be more leadership training?			1	1	12
Quality of work			1	1	13
Timeliness of information prior to meetings			1	1	13
Accessibility of Staff			1	1	13
Courtesy and professionalism of Staff - (One participant said: 10+)			1		13
What best defines your overall opinion of the academy?			1		13
			1		13

Comments:

Looking forward to staying involved.

This was a professional, comprehensive review of city government. Session 2 could be a great stand-alone for any citizen.

Denise did a great job with session. I enjoyed and learned a lot about the running of a city.

Possibly, or maybe, an assigned book(s) to read, like "Leading From the Middle" or "5 Dysfunctions of a Team" or "Servant Leadership".

Very exceptionally done program. Everyone from the City involved gave a ton of insight as to "how it all works" together. No one seemed to mind that this was a Saturday class and was taking away from personal time. Well Done!!

Very interesting session. Staff very knowledgeable. Please that city Staff makes an effort to be involved with residents.

I enjoyed the Academy...and I want to thank the City for making the program available. Now, of course, I have a million more questions. I really would have enjoyed working with city ...past days.

It far surpassed my expectations. Our city is definitely worth bragging about! I learned so much and want to become more involved.

Denise does an outstanding job of coordinating this well-planned program.

Allow more time for questions.

Please provide any suggestions for future academies:

I really appreciated Councilmans Faith and Binney attending, along with the City Manager and other staff, and [State] Rep. Cross. Thank you to Denise, and to Nick, for the tremendous amount of work they put into making this such a valuable and worth-while learning experience!

Incorporate on-line discussions into the learning.

City Staff do a "Role Reversal".

Session 4 was a little "crammed". Maybe look at that. Play out a couple of scenarios, discuss each one after. Example- for conflict and consensus, brief scenario. Maybe give pseudo Council and Staff two-weeks before packet.

After living in LS for 20 years, I thought I was very well informed about city information, history and the way our city functioned, this class has truly opened my eyes to the fact I was not nearly as informed as I believe. Thank you to all those who put their time into this course, as well as their heart and soul. It shows it is not merely a job but a passion.

Packet Information

File #: 2017-1130, Version: 1

Distribution of City's 2016 Annual Report

In accordance with the City Charter, the City Manager is required to submit an annual performance/management review recommendation to the City Council. As part of this recommendation process, the City Manager is also required to submit an operational status of each City department. This information is contained in the City's 2016 Annual Report, which will be distributed to councilmembers at the City Council meeting on Thurs., April 20.

The performance review recommendation will also be included in the report. The operational status of each department is contained in the 2016 Annual Report, which includes highlights of major programs and initiatives in 2016.

Packet Information

File #: 2017-1118, **Version:** 1

CONTINUED DISCUSSION OF STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEP 1

Issue/Request:

CONTINUED DISCUSSION OF STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEP 1

Key Issues:

The following departments will discuss their program alignment with the current Strategic Planning Framework and Council goals:

CBS
ITS
Public Works

Presenter: Stephen Arbo

Recommendation: N/A

Committee Recommendation: N/A