



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

Thursday, April 19, 2018  
6:15 PM  
City Council Chambers  
City Hall  
220 SE Green Street  
Lee's Summit, MO 64063  
(816) 969-1000

**REGULAR SESSION NO. 1**

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INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

**1. PUBLIC COMMENTS:**

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

**2. COUNCIL COMMENTS:**

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

**3. APPROVAL OF CONSENT AGENDA:**

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

- A. [2018-1984](#) Approval of Type G3 & S Liquor Licenses for Texas Roadhouse, 740 NW Blue Parkway.

**4. PRESENTATIONS:**

- A. [2018-1995](#) Presentation - Overview of Economic Development Incentives

**5. PUBLIC HEARINGS:**

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

- A. [2018-1975](#) PUBLIC HEARING - Appl. #PL2018-019 - PRELIMINARY DEVELOPMENT PLAN - Fairfield Woods subdivision, request to remove conditions of approval requiring an emergency access road on the properties addressed 4028 and 4032 NE Grant St and fire access road easement; James Brown, applicant
- 1) [BILL NO. 18-67](#) AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUESTING THE REMOVAL OF CERTAIN CONDITIONS FROM APPROVAL ORDINANCE NO. 6066 FOR THE FAIRFIELD WOODS SUBDIVISION, IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

**6. PROPOSED ORDINANCES - FIRST READING:**

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

- A. [BILL NO. 18-68](#) AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO JUNE 30, 2018 OF THE STATE BLOCK AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.
- B. [BILL NO. 18-69](#) AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 OF THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$520,710.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.
- C. [BILL NO. 18-70](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE HAWTHORNE RIDGE SUBDIVISION DEVELOPMENT
- D. [BILL NO. 18-71](#) AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-1 TO TERRACON CONSULTANTS, INC. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

- E. [BILL NO.](#)  
[18-72](#) AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-2 TO KANSAS CITY TESTING AND ENGINEERING, L.L.C. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

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

8. **COUNCIL ROUNDTABLE:**

9. **STAFF ROUNDTABLE:**

10. **ADJOURNMENT**

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

## Packet Information

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**File #:** 2018-1984, **Version:** 1

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Approval of Type G3 & S Liquor Licenses for Texas Roadhouse, 740 NW Blue Parkway.

Issue/Request:

Approval of Type G3 & S Liquor Licenses for Texas Roadhouse, 740 NW Blue Parkway.

Proposed City Council Motion:

I move for approval of Type G3 & S Liquor Licenses for Texas Roadhouse, 740 NW Blue Parkway as part of the Consent Agenda.

Background:

A background investigation was conducted on the managing officer with no negative information found.

Staff Recommendation:

The Director of Liquor Control recommends approval of the G3 & S Liquor License for **Texas Roadhouse**.



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

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

- A1 - Manufacturing, brewing malt liquor (\$300.00)
A2 - Manufacturing, brewing non-intoxicating beer (\$375.00)
A3 - Wholesale selling of malt liquor (\$75.00)
B1 - Manufacturing 22% or less alcohol content intoxicating liquor (\$150.00)
B2 - Manufacturing, distilling, blending intoxicating liquor of all kinds (\$300.00)
B3 - Wholesale selling of 22% or less alcohol-content intoxicating liquor (\$150.00)
B4 - Wholesale selling of intoxicating liquor of all kinds (\$375.00)
C1 - General retail selling of malt liquors, or wine, or both, by the drink and in the original package (\$52.50)
C2 - Hotel retail selling of malt liquor by the drink and in the original package (\$52.50)
C3 - Restaurant retail selling of malt liquor by the drink and in the original package, including Sunday sales (\$75.00)
D - Retail selling of malt liquor only in the original package, including Sunday (22.50)
G1 - General retail selling of intoxicating liquor of all kinds by the drink and in the original package (\$450.00)
G2 - Hotel retail selling of intoxicating liquor of all kinds by the drink and in the original package (\$450.00)
G3 - Restaurant retail selling of intoxicating liquor of all kinds by the drink and in the original package (\$450.00)
H - Retail selling of intoxicating liquor of all kinds only in the original package (\$150.00);
I - Consuming intoxicating liquor on premises not licensed to sell (C.O.L.) (\$90.00)
J - Resort retail selling of intoxicating liquor by the drink. (\$450.00)
S - Sunday license (\$300.00)

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

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

To be completed by applicant as (check one):

Sole Owner & Operator  Corporation  Partnership  LLC

Corporation/LLC Name: Texas Roadhouse Holdings LLC

Business Name: Texas Roadhouse Phone: \_\_\_\_\_

Business Address: 740 NW Blue Pkwy. Lee's Summit, MO 64086

(I), (We), the undersigned, hereby apply to the City of Lee's Summit, MO, for the following described license: Type G3 & K for the premises described above.

Applicant's Name: Lorene Samson Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

Place of Birth: St. Louis, MO Date of Birth: 01/15/77

Place of Employment (other than business): Brydon, Swearngen & England

Employment Address: 312 E. Capitol Ave., Jefferson City, MO 65101 Phone: 573-635-7166

1. List all previous addresses, if less than five years at current address: N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

3. Will you be the person in active control and/or management (managing officer) of this business full-time? No. If not, give complete details on the planned management and persons involved. Managing Officer for all liquor license related matters.
4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? No If so, please give details:
5. Has any such license listed in question #4 ever been suspended or revoked? No If so, please give complete details:
6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? No If so, please give complete details:
7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? No If so, please give complete details:
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): N/A
9. Is the proposed location within 300 feet of a church or school? No

10. If existing business, from whom and when was the business purchased? N/A

\_\_\_\_\_

Effective date of possession: \_\_\_\_\_ Name of mortgage holder, if any: \_\_\_\_\_

\_\_\_\_\_

11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: \_\_\_\_\_

\_\_\_\_\_

12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

Name of corporation/LLC: Texas Roadhouse Holdings LLC

State in which incorporated: Kentucky Date of incorporation: 2/24/97

\_\_\_\_\_



If not a Missouri corporation/LLC, date authorized to do business in Missouri: 12/2/04

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

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

County of Jackson)

State of Missouri)

ss

I, Lorene Samson, being of lawful age and duly sworn upon my oath, do swear that the answers and information given in this application are true and complete to the best of my

(Print Applicant's Name)

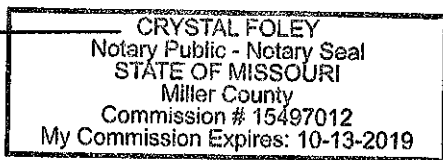
knowledge and belief.

Lorene Samson  
Applicant's Signature

Subscribed and sworn to before me this 14<sup>th</sup> day of March, 2018

Crystal Foley  
Notary Public

My commission expires:



**To Be Provided By Applicant:**

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

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

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

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

**4) If existing business location:**

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

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

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

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

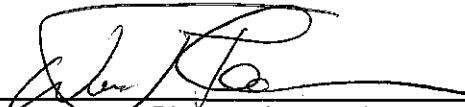
7) **Appropriate license fee:** Make checks and money orders payable to the City of Lee's Summit.

8) **Estimated date of opening?** September 2018 (want license in July)

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**For Office Use Only:**

It is recommended this application be APPROVED / DISAPPROVED this 29<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
Director of Liquor Control

City Council Action:  Approved  Disapproved Date: \_\_\_\_\_



APPLICATION FOR LIQUOR LICENSE
TYPE "S" - SUNDAY RETAIL (\$300)

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

Sole Owner & Operator [ ] Corporation [x] Partnership [ ]

Applicant's Name: Texas Roadhouse Holdings LLC
Business Name: Texas Roadhouse Phone:
Business Address: 740 NW Blue Pkwy Lee's Summit, MO 64086

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

County of (Cole) Jackson)
State of Missouri) SS

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

[Signature]
Applicant's Signature

Subscribed and sworn to before me this 27th day of March 2018
My commission expires: 10-13-19

CRYSTAL FOLEY
Notary Public - Notary Seal
STATE OF MISSOURI
Miller County
Commission # 15497012
My Commission Expires: 10-13-2019

[Signature]
Notary Public

It is recommended this application be APPROVED / DISAPPROVED this 29th day of March, 2018.

[Signature]
Director of Liquor Control

City Council Action: [ ] Approved [ ] Disapproved Date:

## Packet Information

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**File #:** 2018-1995, **Version:** 1

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Presentation - Overview of Economic Development Incentives

Issue/Request:

Presentation - Overview of Economic Development Incentives

Key Issues:

David Bushek, Gilmore & Bell, P.C. (City's Economic Development Counsel) will be providing the Mayor and Council with a presentation and overview of the various economic development incentive programs that are either used or available for economic development related projects within the City. Mr. Bushek will primarily be covering the types of programs available as well as the framework in which they are applied or utilized and will briefly highlight portions of the City's adopted Economic Development Incentive Policy. A full presentation of the City's Economic Development Incentive Policy will be scheduled for a later City Council agenda in the near future.

Proposed City Council Motion:

No motion necessary - informational presentation

Background:

The City has utilized economic development incentives for various development and redevelopment projects throughout the community. The various economic development incentives (or tools) utilized or available are considered on a project by project basis, and are dependent upon project needs or desires. From time to time it is helpful to revisit the available economic development incentive tools and programs without a proposed project associated with the presentation. Revisiting the economic development programs and tools and how they are utilized without a project under consideration allows for an opportunity for open dialogue and questions about the programs and tools themselves without the added layer of proposed project considerations.

Presenter:

David Bushek, Gilmore & Bell, P.C.

# **Overview of Economic Development Incentives - City of Lee's Summit -**

**Presented by David Bushek  
Gilmore & Bell, P.C.**

**City Council Meeting, April 19, 2018**

# Framework for Economic Development Incentives

- **How does the incentive work?**
- What gets built?
- What are the benefits to the City?
- What are the benefits to the Developer?
- How long does the incentive last?
- What are the contractual terms?

# Framework – How does the incentive work?

1. Tax Abatement
2. Tax Redirection
3. New Tax or Special Assessment

# 1. Tax Abatement

- Industrial Revenue Bonds, Chapter 100
- Redevelopment Corporation Tax Abatement, Chapter 353
- Land Clearance for Redevelopment Authority, Chapter 99



## 2. Tax Redirection

- Tax Increment Financing, Chapter 99
- Chapter 353 Tax Abatement + CID Special Assessments (Unity Village)

# 3. New Tax or Special Assessment

- Community Improvement District
- Transportation Development District
- Neighborhood Improvement District

# Other Tools

- Sales Tax Reimbursement Agreement
- Development Agreement
- Cooperative Agreement
- Pre-Development Agreement

# Key Terms

- ED – Economic Development
- PILOTs – Payment In Lieu of Taxes
- EATs – Economic Activity Taxes
- Level of Incentive
- Rate of Return
- But For Test
- Funding Agreement

# Economic Development Incentive Policy



- Approved February 2015
- Amended October 2015
- Amended January 2018
- Administrative Updates

# Economic Development Incentive Policy

- Economic Development Vision
- Targeted Areas for Development
- Description of ED Tools
- Application and Review Process
- Pre-Application Worksheet
- Funding Agreement Form

# ED Policy – Conceptual Presentation

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

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

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

# When is a Conceptual Presentation required?

- TIF - more than 25% reimbursement
- Tax Abatement - more than 50% for 10 years
- Sales Tax Reimbursement - over 0.5%
- Complex projects, special cases



# Conceptual Presentation Process

- Applicant provides overview of project, summary of incentive request
- “After the formal conceptual presentation is made the City Council shall decide at their next earliest regular meeting to consider additional hearings or presentations for the review of the proposed development project.”
- Applicant makes decision on whether to proceed based on feedback from Council

# ED Summary Sheets

## **Community Improvement District (CID)**

- **How created/approved?** – Property owners petition, City Council approves by ordinance
- **Form of Entity** – Separate Political Subdivision of the State, or Non-Profit Corporation
- **Who controls?** – CID Board of Directors
- **Purpose** – (1) Funding public improvements.  
(2) If a Blighted Area, contract with private parties to demolish, renovate, reconstruct and rehabilitate private structures.
- **Funding Sources** – Can impose new Sales Tax or Special Assessments
- **Geographic Limit** – Funding Sources applies only in the CID area
- **Contractual Powers** – Contract with private parties to provide reimbursement. Contract with City for operations, revenue collection and disbursement.
- **Duration?** – Established by Petition
- **Bonds** – Bonds may be issued by the CID, or may use pay-as-you-go reimbursement

## **Neighborhood Improvement District (NID)**

- **How created/approved?** – Property owners petition, City Council approves by ordinance
- **Form of Entity** – Not a separate entity, financing administered by the City
- **Who controls?** – City
- **Purpose** – Fund public improvements. Does not need to be a blighted area.
- **Funding Sources** – Special Assessments
- **Geographic Limit** – Funding Sources applies only in the NID area
- **Contractual Powers** – City may contract for construction.
- **Duration?** – Established by Petition
- **Bonds** – Temporary notes during construction and bonds for permanent financing may be issued by the City

# ED Summary Sheets

## **Transportation Development District (TDD)**

- **How created/approved?** – City, property owners or residents file action in Circuit Court. Approved by Circuit Court order and then public election.
- **Form of Entity** – Separate Political Subdivision of the State
- **Who controls?** – TDD Board of Directors
- **Purpose** – Fund public transportation projects, including streets, roads, bridges, parking areas, mass transit systems
- **Funding Sources** – Can impose new Sales Tax or Special Assessments
- **Geographic Limit** – Funding Sources applies only in the TDD area
- **Contractual Powers** – Contract with private parties to provide reimbursement. Contract with City for operations, revenue collection and disbursement.
- **Duration?** – Established by Court Order
- **Bonds** – Bonds may be issued by the TDD, or may use pay-as-you-go reimbursement

## **Tax Increment Financing (TIF)**

- **How created/approved?** – TIF Commission provides recommendation, City Council approves by ordinance
- **Form of Entity** – Not a separate entity. TIF Plan is administered by the City, private developer controls each project.
- **Who controls?** – City
- **Purpose** – Funding reimbursable project costs for blight clearance
- **Funding Sources** – Real property tax increment and sales tax increment generated in project areas
- **Geographic Limit** – Revenues collected from within TIF project areas
- **Contractual Powers** – City contracts with Developer to implement the TIF Plan
- **Duration?** – Up to 23 years within each separate TIF project areas
- **Bonds** – Bonds may be issued by the City or another issuer such as the Industrial Development Authority

# ED Summary Sheets

## Chapter 100 Tax Abatement

- **How created/approved?** – City Council public hearing and approval by ordinance
- **Form of Entity** – Not a separate entity, project financing administered by the City
- **Who controls?** – City administers the abatement transaction, business operates the facility
- **Purpose** – Facilitate commercial and industrial development (no blight finding)
- **Funding Sources** – Real property tax abatement, personal property tax abatement, sales tax exemption on construction materials
- **Geographic Limit** – Applies to a particular project
- **Contractual Powers** – City owns property and leases to operator, performance agreement controls terms of abatement
- **Duration?** – Up to 25 years (Constitutional limit)
- **Bonds** – Bonds are issued by the City

## Land Clearance for Redevelopment Authority (LCRA)

- **How created/approved?** – LCRA provides a recommendation, City Council approves by ordinance
- **Form of Entity** – Not a separate entity, tax abatement administered by the City
- **Who controls?** – City administers the abatement, business operates the facility
- **Purpose** – Facilitate commercial and industrial expansion and development
- **Funding Sources** – Real property tax abatement
- **Geographic Limit** – Limited to designated blighted areas of the City, abatement applies to approved projects
- **Contractual Powers** – Approved by ordinance, no contract required
- **Duration?** – Up to 25 years (Constitutional limit)
- **Bonds** – Bonds are not issued by the City for tax abatement approvals

## Packet Information

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**File #:** 2018-1975, **Version:** 1

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**PUBLIC HEARING - Appl. #PL2018-019 - PRELIMINARY DEVELOPMENT PLAN - Fairfield Woods subdivision, request to remove conditions of approval requiring an emergency access road on the properties addressed 4028 and 4032 NE Grant St and fire access road easement; James Brown, applicant**

Issue/Request:

The applicant requests removal of a condition of approval for the Fairfield Woods subdivision that required the construction of an emergency access road along the common property line of Lots 6 and 7 of the subdivision. The applicant is the owner of Lot 7. Elimination of the emergency access road requirement would also necessitate the removal of a second condition of approval requiring an off-site access easement through Lot 16 of the abutting Westwood Estates subdivision to accommodate the emergency access road connection between NE Grant St and NE Channel Dr. The applicant intends to remove the access drive on his property so as to provide additional open space on his lot. The Fire Department has no objection to removing the access drive. Staff supports removal of the two conditions of approval.

This application is related to the application for vacation of easement (Appl. #PL2018-020), also on this agenda.

Recommendation: Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. The Fairfield Woods subdivision shall continue to be subject to the conditions of approval of Ordinance No. 6066, except that conditions #2 and #6 shall no longer apply.

Committee Recommendation: On motion of Mr. Funk and seconded by Mr. Simms, the Planning Commission voted unanimously by voice vote on March 27, 2018, to **RECOMMEND APPROVAL** of **Appl. #PL2018-019 - PRELIMINARY DEVELOPMENT PLAN - Fairfield Woods subdivision, request to remove conditions of approval requiring an emergency access road on the properties addressed 4028 and 4032 NE Grant St and fire access road easement; James Brown, applicant, subject to staff's letter dated March 23, 2018, recommendation item #1.**



**The City of Lee's Summit**  
**Action Letter**  
**Planning Commission**

Tuesday, March 27, 2018

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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CALL TO ORDER

ROLL CALL

**Present:** 7 - Board Member Carla Dial  
Board Member Jason Norbury  
Board Member Colene Roberts  
Board Member Dana Arth  
Board Member Don Gustafson  
Board Member Donnie Funk  
Board Member Jeff Sims

**Absent:** 2 - Board Member J. Beto Lopez  
Board Member Herman Watson

APPROVAL OF AGENDA

**A motion was made by Board Member Funk, seconded by Board Member Sims, that the agenda be approved. The motion carried unanimously.**

PUBLIC COMMENTS

APPROVAL OF CONSENT AGENDA

[BILL NO. 18-64](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "ASH GROVE, TRACT A-1", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

**ACTION: A motion was made by Board Member Funk, seconded by Board Member Gustafson, that this item be approved. The motion carried by a unanimous vote.**

[2018-1964](#) Minutes of the March 13, 2018, Planning Commission meeting

**ACTION: A motion was made by Board Member Funk, seconded by Board Member Gustafson, that these Minutes be approved. The motion carried by a unanimous vote.**

PUBLIC HEARINGS

[2018-1975](#) PUBLIC HEARING - Appl. #PL2018-019 - PRELIMINARY DEVELOPMENT PLAN - Fairfield Woods subdivision, request to remove conditions of approval requiring an emergency access road on the properties

Planning Commission

Action Letter

March 27, 2018

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addressed 4028 and 4032 NE Grant St and fire access road easement;  
James Brown, applicant

Chairperson Norbury opened the hearing at 5:03 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. James Brown gave his address as 4028 NE Grant Street. He was vice president of the Fairfield Woods HOA. He noted that the fire lane ran through Westwood Estates and Channel Drive; and last winter, the tenant of the property in Westwood Estates used it as parking for a boat and trailer on a fire lane. The fire lane had been used little enough that vehicles were being parked on it. Mr. Brown had met with staff including Mr. Monter and later with Mr. Soto; and had asked for direction as to what the HOA could and could not do regarding the parking on the fire lane. He was provided a copy of the Fairfield Woods plat, which stated that "the fire lane easement [was] to be maintained by the Fairfield Woods HOA as recorded." Mr. Soto had explained that the HOA could request the City to vacate the fire lane. The HOA Board agreed and Mr. Brown had talked with the adjacent property owner to the west, Mr. Dusty Dahmer, who was also the Fairfield Woods developer. Mr. Dahmer also agreed with the recommendation to make a request to the City.

Mr. Soto had explained the procedure, fees, and preliminary development criteria for an application to vacate an easement. They would need a surveyor's drawing and legal description for the easement. The 36-lot development did meet the Fire Department standards, as it had less than the 50 lots that would trigger a requirement for a fire lane. Both the Planning and Fire departments were willing to vacate the lane. After getting the survey documents, he'd had a second meeting, this time with Mr. Soto and Mr. Josh Johnson; and they had provided information on details such as having forms filled out and notarized. The HOA had subsequently submitted the application and supporting documents to the City.

Chairperson Norbury noted that staff's letter included a requirement in the Code and Ordinance Requirements section that "the depth of cover must be maintained within City of Lee's Summit standards" which was 3.5 feet. Recommendation Item 1 stated that the subdivision "continue to be subject to the conditions of approval of Ordinance No. 6066". He asked Mr. Brown if he and the HOA agreed with these requirements. Mr. Brown answered that they did.

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

Mr. Soto entered Exhibit (A), list of exhibits 1-12 into the record. He first displayed an aerial map of the subdivision, which was about half built out in 2016. Now all 36 lots had homes built. Fairfield woods was along the long cul-de-sac street, which was NE Grant Street. Mr. Soto pointed out the Westwood Estates single-family development to the west, noting that it served as one of the main entryways into Lakewood off Woods Chapel Road. Some larger-acreage residential lots were on the east side. A vacant lot with a pond lay between these lots and Fairfield, and it had a single-family residence at its south end. More single-family residential lots further west were part of Lakewood. Fire Station #4 was just off the southeast corner of Fairfield Woods.

The zoning reflected this existing development, with all the surrounding area was zoned either R-1 or RP-1 for Fairfield Woods. The fire station had AG zoning. RP-1 zoning was for planned single-family residential, with slightly more density. These lots were more shallow and narrow, characteristic of "villa" lots. A modification to the requirement of a maximum 500-foot length for cul-de-sacs had been granted in 2005, and NE Grant Street was 1,300 feet from the center line of Woods Chapel Road to the bulb at the north end. It was the single point of access. Originally the plan had been to extend the street to the northeast and connect it to Dick Howser Drive but some of the existing conditions made

Planning Commission

Action Letter

March 27, 2018

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this impractical. Staff had supported the modification due to the extenuating circumstances of the property; however, they had wanted to provide some alternate means of access.

Planning staff had proposed providing an access road running between lots 6 and 7 to connect to NE Channel Drive. Mr. Dusty Dahmer, the original developer, subsequently acquired Lot 16 in Westwood Estates to be part of the access. It was about 160 feet long along this lot and another 140 feet between lots 6 and 7. Mr. Soto added that the requirement for a second point of access was not initially based on the Fire code; and staff had not anticipated the burden it could place on future developers as lots developed. Moreover, to date there had been no need for any emergency services to use that road. In fact, on some occasions the access had not been usable due to a portion of Lot 16 basically being used as an extension of the driveway.

Staff supported removing conditions 2 and 6 from the original ordinance approval (Ordinance 6066). These had required the emergency access road between the two lots and along Lot 16 of Westwood Estates. The Fire code and UDO allowed up to 50 dwelling units with a single point of access, and the development had only 36 lots. Removing the access road requirement would also allow adjacent property owners to remove considerable impervious coverage from their lots. Staff recommended approval, subject to Recommendation Item 1.

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

Ms. Roberts noted to Mr. Monter that when the pavement was removed, the depth of fill might not meet the minimum. In that event they might have to bring in additional dirt. Mr. Monter responded that this was correct. He did not know the depth of the water line in the easement; and staff had requested the applicant to confirm that they would maintain a minimum depth of 42 inches. That might entail bringing in additional fill.

Mr. Gustafson asked if an access easement existed on the property to the west. Mr. Soto answered that it was a requirement but he had not been able to find the documentation for Lot 16. If it did exist, the next application had a condition to vacate it. Regarding the known easement being part of a driveway, the 12-foot strip had been designed when Mr. Brown's house was built. The driveway had widened that portion on the lot and was not part of the adjoining property.

Chairperson Norbury asked if there were further questions for the applicant or staff. Hearing none, he closed the public hearing at 5:20 p.m. and asked for discussion among the Commission members, or for a motion.

A motion was made by Board Member Funk, seconded by Board Member Sims, that this item was recommended for approval. to the City Council - Regular Session, due back on 4/19/2018 The motion carried unanimously.

## OTHER AGENDA ITEMS

[TMP-0881](#)

Appl. #PL2018-020 - VACATION OF EASEMENT - 4028 and 4032 NE Grant St;  
James Brown, applicant

Chairperson Norbury asked if any information was needed not covered in the previous hearing. Mr. Soto clarified that what currently existed was a 26-foot wide access and a utilities easement. This application was to remove the vacate the access part. The underlying 26-foot utility easement would remain for the water line.



Planning Commission

Action Letter

March 27, 2018

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Chairperson Norbury asked if there were further questions about the application. Hearing none, he called for a motion, noting that this would be for approval and not a recommendation.

**ACTION: A motion was made by Board Member Funk, seconded by Board Member Dial, that this item be approved. The motion carried by a unanimous vote.**

ROUNDTABLE

ADJOURNMENT

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

# City of Lee's Summit

## Development Services Department

March 23, 2018

TO: Planning Commission  
PREPARED BY: Hector Soto, Jr, AICP, Current Planning Manager  
RE: **PUBLIC HEARING – Appl. #PL2018-019 – PRELIMINARY DEVELOPMENT PLAN – Fairfield Woods subdivision, request to remove conditions of approval requiring an emergency access road on the properties addressed 4028 and 4032 NE Grant St and fire access road easement; James Brown, applicant**

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### Commentary

The applicant requests removal of a condition of approval for the Fairfield Woods subdivision that required the construction of an emergency access road along the common property line of Lots 6 and 7 of the subdivision. The applicant is the owner of Lot 7. Elimination of the emergency access road requirement would also necessitate the removal of a second condition of approval requiring an off-site access easement through Lot 16 of the abutting Westwood Estates subdivision to accommodate the emergency access road connection between NE Grant St and NE Channel Dr. The applicant intends to remove the access drive on his property so as to provide additional open space on his lot. The Fire Department has no objection to removing the access drive. Staff supports removal of the two conditions of approval.

This application is related to the application for vacation of easement (Appl. #PL2018-020), also on this agenda.

### Recommendation

Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. The Fairfield Woods subdivision shall continue to be subject to the conditions of approval of Ordinance No. 6066, except that conditions #2 and #6 shall no longer apply.

### Zoning and Land Use Information

**Location:** Fairfield Woods subdivision, located at the intersection of NE Woods Chapel Rd and NE Grant St

**Current Zoning:** RP-1 (Planned Single-family Residential)

**Surrounding zoning and use:**

**North:** R-1 (Single-family Residential) — Lakewood common area (East Lake Pool facility)

**South (across NE Woods Chapel Rd):** RP-2 (Planned Two-family Residential) — single-family, duplex and 4-plex residential

**East:** AG (Agricultural) — Fire Station No. 4; R-1 — single-family residential

**West:** R-1 — single-family residential

**Site Characteristics.** Fairfield Woods is a fully developed 36-lot single-family residential subdivision. The subdivision is laid out as an approximately 1,300 foot long cul-de-sac (NE Grant St) that connects to NE Woods Chapel Rd. A 12-foot concrete drive provides an emergency access connection between NE Grant St and NE Channel Dr; the drive crosses the properties addressed 4028 NE Grant St, 4032 NE Grant St and 4025 NE Channel Dr.

**Description and Character of Surrounding Area.** Abutting Fairfield Woods to the north is common area for Lakewood. Fire Station No. 4 abuts the subdivision along a portion of the subdivision's east boundary. The remaining surrounding property is predominately developed as single-family residential.

**Project Information**

**Current Use:** single-family residential subdivision  
**Number of Lots:** 36 lots and 2 common area tracts  
**Land Area:** 10.6 acres

**Public Notification**

**Neighborhood meeting conducted:** n/a  
**Newspaper notification published:** March 10, 2018  
**Radius notices mailed to properties within 185 feet:** March 12, 2018

**Process**

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

**Duration of Validity:** Preliminary development plan approval by the City Council shall not be valid for a period longer than twenty-four (24) months from the date of such approval, unless within such period a final development plan application is submitted. The City Council may grant one extension not exceeding twelve (12) months upon written request.

**Unified Development Ordinance**

Applicable Section(s)	Description
4.300, 4.310, 4.320	Preliminary Development Plan

**Background**

- September 13, 2005 – The Planning Commission approved the preliminary plat (Appl. #2005-067) for Fairfield Woods, Lots 1-37 and Tract A.
- October 20, 2005 – The City Council approved the rezoning (Appl. #2005-066) from AG and R-1 to RP-1 and preliminary development plan (Appl. #2005-137) for Fairfield Woods by Ordinance No. 6066.
- August 10, 2006 – The City Council approved the final plat (Appl. #2006-051) for Fairfield Woods, Lots 1-37 and Tract A by Ordinance No. 6244.
- August 31, 2009 – Staff administratively approved the minor plat (Appl. #2009-068) for Fairfield Woods, Lots 34-A, 35-A & 36-A. The minor plat was recorded with the Jackson County Recorder of Deeds Office on October 30, 2009, by Instrument No. 2009-E-0109577.

## Analysis of the Preliminary Development Plan

**Emergency Access Road.** The condition requiring an emergency access road for Fairfield Woods resulted from a modification request to the Unified Development Ordinance's (UDO) 500' maximum cul-de-sac length in effect at the time the subdivision was approved by City Council in 2005. Existing site conditions (e.g. an existing 30" water transmission main, topography and access management) made it infeasible for NE Grant St to connect to NE Dick Howser Dr in order to create a through-street subdivision layout as proposed in early project iterations, and thus resulted in a 1,300' cul-de-sac. Due to the lack of a second point of public access to the development, Planning staff recommended that an access road be provided between NE Channel Dr and NE Grant St in order to accommodate emergency services vehicles.

Neither the current Fire Code nor the code in effect at the time of the subdivision's approval required that a second point of access be provided to the subdivision. The Fire Code allows no more than 50 dwelling units to be served by a single point of access; Fairfield Woods is a fully developed subdivision composed of 36 single-family residences. There is also no Fire Code requirement for a second point of access tied to cul-de-sac length. Therefore, the existing access road is not required to satisfy a public safety code requirement.

In the approximately 12 years of its existence, the access road has never been used by the City for any emergency service response. As such, the Fire Department has no objection to the elimination of the access road. Further, eliminating the emergency access road requirement allows the affected property owners to reclaim 600-700 sq. ft. of their respective properties as open area. Staff supports the applicant's request to eliminate the emergency access road requirement and associated requirement for the provision of an emergency access road easement.

## Code and Ordinance Requirements

*The items in the box below are specific to this development and must be satisfactorily addressed in order to bring the plan into compliance with the Codes and Ordinances of the City.*

### **Engineering**

1. Any removal of pavement must not interfere with the existing public water line. Depth of cover must be maintained within City of Lee's Summit standards. (Minimum depth of cover is 3.5 feet.) Additional fill will most likely be required to maintain minimum cover. Applicant shall confirm prior to pavement removal.

Attachments:

1. Copy of Ordinance No. 6066
2. Location Map

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG AND R-1 TO RP-1 ON LAND LOCATED NORTH OF WOODS CHAPEL ROAD AND EAST OF CHANNEL DRIVE AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR FAIRFIELD WOODS, (NORTH OF WOODS CHAPEL ROAD, EAST OF CHANNEL DRIVE), ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #2005-066 requesting a change in zoning classification from District AG and R-1 (Agricultural and Single Family Residential) to District <sup>RP-1 Planned Single Family</sup> ~~RP-2 (Planned Two Family Residential)~~ on land located north of Woods Chapel Road and east of Channel Drive and Application #2005-137, requesting approval of a preliminary development plan for Fairfield Woods, submitted by Fairfield Woods LLC, was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the request on September 13, 2005, and rendered a report to the City Council recommending that the zoning requested be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on October 6, 2005, and rendered a decision to rezone said property.

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

SECTION 1. That the following described property is hereby rezoned from District AG and R-1 to District ~~RP-2~~ <sup>RP-1</sup>

*A tract of land located in the SW ¼ of the SW ¼ of Section B, Township 48N, Range 31W, in Lee's Summit, Jackson County, Missouri, more particularly described as follows: Commencing at the SW corner of said ¼ ¼ Section; thence N 02°30'44" E along the West line of said ¼ ¼ Section a distance of 59.70 feet to the Point of Beginning, said point being on the North right of way line of Woods Chapel Road, as it now exists, and the SE corner of "Westwood Estates", a subdivision in Lee's Summit, Jackson County, Missouri; thence N 02°30'44" E along the West line of said ¼ ¼ Section and the East line of said subdivision, a distance of 1266.19 feet to the NE corner of said subdivision, said corner being on the North line of said ¼ ¼ Section; thence S 88°06'21" E along the North line of said ¼ ¼ and the North line of "Caddell Place", a subdivision in said City, County, and State, a distance of 494.66 feet to the NE corner of said subdivision, said corner also being the NW corner of "Fairfield Green", a subdivision in said City, County, and State; thence S 02°31'45" W along the East line of said "Caddell Place" also being the West line of said "Fairfield Green", a distance of 265.00 feet; thence N 87°29'21" W, a distance of 164.94 feet; thence S 02°30'39" W along the West line of Lots 1 and 2 of said "Caddell Place" subdivision and its Southerly prolongation, a distance of 1007.67 feet to a point on the existing North right of way line of NW Woods Chapel Road; thence N 87°17'20" W along said existing North right of way line, a distance of 329.96 feet to the Point of Beginning, containing 10.609 acres, more or less, all being subject to restrictions, easements, and rights of way.*

SECTION 2. That development shall be in accordance with the preliminary development plan dated August 12, 2005 appended hereto and made a part hereof. The development standards shall be as shown on the preliminary development plan.

SECTION 3. That the following conditions of approval apply:


1. A modification shall be granted to the maximum allowable 500' cul-de-sac length, to allow a cul-de-sac approximately 1,100' in length.
2. An emergency access road connecting Channel Drive to the cul-de-sac at the end of Grant Street between Lots 6 and 7 shall be provided. The road shall be a minimum 12' in width and shall be constructed to a standard acceptable to the City that will support the weight of emergency vehicles. In addition, a series of bollards, of a design that is acceptable to the City shall be placed at each end of the emergency access road.
3. A modification shall be granted to the required minimum 50' setback for residences from arterial streets, to allow Lots 21 and 22 to maintain a minimum 25' rear yard setback.
4. A modification shall be granted to the minimum 10% open/green space requirement, to allow the reduced amount of common open/green space as shown on the plan.
5. To meet the requirement of the UDO, the typical building footprints on the plan shall be revised so that the minimum setback for front-facing garages shall be 25'.
6. An access easement shall be granted to the City for the off-site access road along the north side of Lot 16 of *Westwood Estates*.
7. Lot 10 shall be redesignated as a tract. The ownership and maintenance of the tract, a proposed detention basin, shall be dedicated to the homeowners association.
8. To meet the requirement of the UDO, a low-impact landscape buffer shall be provided between the proposed development and the existing subdivision to the west. The low-impact buffer shall conform to the requirements of Article 14 of the UDO. A landscaping plan shall be submitted to the Planning and Development Department as part of the final plat for review to ensure the requirement for the low-impact buffer has been met. The landscaping shall be installed prior to any certificates of occupancy being issued in this plat.

SECTION 4. In granting modifications listed in Section 3, the Governing Body concludes that the development will provide sustainable value to the City, incorporates sound planning principles and design elements that are compatible with surrounding properties and consistent through the proposed project, effectively utilize the land upon which the development is proposed, and further the goals, spirit and intent of the Unified Development Ordinance.

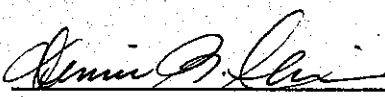
SECTION 5. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance No. 5209.

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

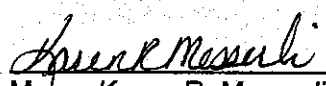
PASSED by the City Council of the City of Lee's Summit, Missouri, this 20th day of October, 2005.

  
\_\_\_\_\_  
Mayor Karen R. Messerli

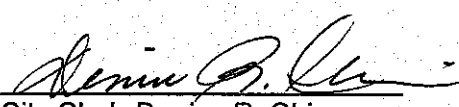
ATTEST:

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

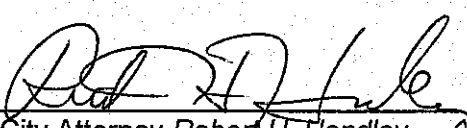
APPROVED by the Mayor of said city this 20th day of October, 2005.

  
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Mayor Karen R. Messerli

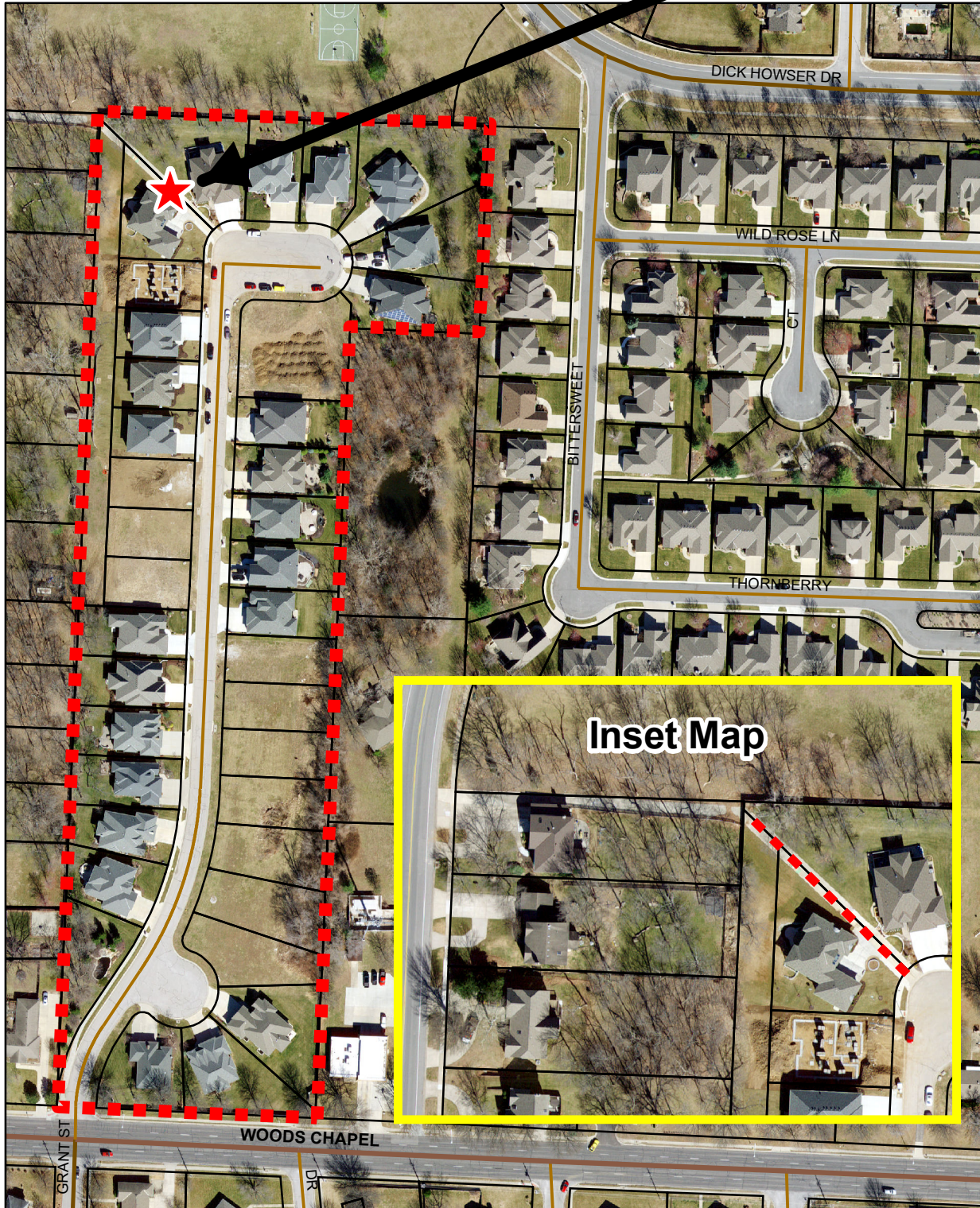
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney Robert H. Handley

**Appl. #PL2018-019 PRELIM DEV PLAN**  
**Fairfield Woods;**  
**James R. Brown, applicant**





## Packet Information

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**File #:** BILL NO. 18-67, **Version:** 1

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AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUESTING THE REMOVAL OF CERTAIN CONDITIONS FROM APPROVAL ORDINANCE NO. 6066 FOR THE FAIRFIELD WOODS SUBDIVISION, IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

I move for a second reading of AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUESTING THE REMOVAL OF CERTAIN CONDITIONS FROM APPROVAL ORDINANCE NO. 6066 FOR THE FAIRFIELD WOODS SUBDIVISION, IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

## **BILL NO. 18-**

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AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN REQUESTING THE REMOVAL OF CERTAIN CONDITIONS FROM APPROVAL ORDINANCE NO. 6066 FOR THE FAIRFIELD WOODS SUBDIVISION, IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2018-019 submitted by James R. Brown, requesting approval of a preliminary development plan in District RP-1 (Planned Single-family Residential) removing certain conditions from approval Ordinance No. 6066 for the Fairfield Woods subdivision was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a preliminary development plan by the City following public hearings by the Planning Commission and City Council, and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the preliminary development plan on March 27, 2018, and rendered a report to the City Council recommending that the preliminary development plan be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on April 19, 2018, and rendered a decision to approve the preliminary development plan for said property.

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

SECTION 1. That a preliminary development plan is hereby approved in District RP-1 on the following described property:

*FAIRFIELD WOODS, LOTS 1-33, 34-A, 35-A AND 36-A*

SECTION 2. That the following conditions of approval apply:

1. The Fairfield Woods subdivision shall continue to be subject to the conditions of approval of Ordinance No. 6066, except that conditions #2 and #6 shall no longer apply.

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

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

**BILL NO. 18-**

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

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

\_\_\_\_\_  
Mayor *W. A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

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

\_\_\_\_\_  
Mayor *W. A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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

# City of Lee's Summit

## Development Services Department

March 23, 2018

TO: Planning Commission  
PREPARED BY: Hector Soto, Jr, AICP, Current Planning Manager  
RE: **PUBLIC HEARING – Appl. #PL2018-019 – PRELIMINARY DEVELOPMENT PLAN – Fairfield Woods subdivision, request to remove conditions of approval requiring an emergency access road on the properties addressed 4028 and 4032 NE Grant St and fire access road easement; James Brown, applicant**

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### Commentary

The applicant requests removal of a condition of approval for the Fairfield Woods subdivision that required the construction of an emergency access road along the common property line of Lots 6 and 7 of the subdivision. The applicant is the owner of Lot 7. Elimination of the emergency access road requirement would also necessitate the removal of a second condition of approval requiring an off-site access easement through Lot 16 of the abutting Westwood Estates subdivision to accommodate the emergency access road connection between NE Grant St and NE Channel Dr. The applicant intends to remove the access drive on his property so as to provide additional open space on his lot. The Fire Department has no objection to removing the access drive. Staff supports removal of the two conditions of approval.

This application is related to the application for vacation of easement (Appl. #PL2018-020), also on this agenda.

### Recommendation

Staff recommends **APPROVAL** of the preliminary development plan, subject to the following:

1. The Fairfield Woods subdivision shall continue to be subject to the conditions of approval of Ordinance No. 6066, except that conditions #2 and #6 shall no longer apply.

### Zoning and Land Use Information

**Location:** Fairfield Woods subdivision, located at the intersection of NE Woods Chapel Rd and NE Grant St

**Current Zoning:** RP-1 (Planned Single-family Residential)

**Surrounding zoning and use:**

**North:** R-1 (Single-family Residential) — Lakewood common area (East Lake Pool facility)

**South (across NE Woods Chapel Rd):** RP-2 (Planned Two-family Residential) — single-family, duplex and 4-plex residential

**East:** AG (Agricultural) — Fire Station No. 4; R-1 — single-family residential

**West:** R-1 — single-family residential

**Site Characteristics.** Fairfield Woods is a fully developed 36-lot single-family residential subdivision. The subdivision is laid out as an approximately 1,300 foot long cul-de-sac (NE Grant St) that connects to NE Woods Chapel Rd. A 12-foot concrete drive provides an emergency access connection between NE Grant St and NE Channel Dr; the drive crosses the properties addressed 4028 NE Grant St, 4032 NE Grant St and 4025 NE Channel Dr.

**Description and Character of Surrounding Area.** Abutting Fairfield Woods to the north is common area for Lakewood. Fire Station No. 4 abuts the subdivision along a portion of the subdivision's east boundary. The remaining surrounding property is predominately developed as single-family residential.

**Project Information**

<b>Current Use:</b> single-family residential subdivision
<b>Number of Lots:</b> 36 lots and 2 common area tracts
<b>Land Area:</b> 10.6 acres

**Public Notification**

<b>Neighborhood meeting conducted:</b> n/a
<b>Newspaper notification published:</b> March 10, 2018
<b>Radius notices mailed to properties within 185 feet:</b> March 12, 2018

**Process**

<b>Procedure:</b> The Planning Commission makes a recommendation to the City Council on the proposed preliminary development plan. The City Council takes final action on the preliminary development plan application.
<b>Duration of Validity:</b> Preliminary development plan approval by the City Council shall not be valid for a period longer than twenty-four (24) months from the date of such approval, unless within such period a final development plan application is submitted. The City Council may grant one extension not exceeding twelve (12) months upon written request.

**Unified Development Ordinance**

Applicable Section(s)	Description
4.300, 4.310, 4.320	Preliminary Development Plan

**Background**

- September 13, 2005 – The Planning Commission approved the preliminary plat (Appl. #2005-067) for Fairfield Woods, Lots 1-37 and Tract A.
- October 20, 2005 – The City Council approved the rezoning (Appl. #2005-066) from AG and R-1 to RP-1 and preliminary development plan (Appl. #2005-137) for Fairfield Woods by Ordinance No. 6066.
- August 10, 2006 – The City Council approved the final plat (Appl. #2006-051) for Fairfield Woods, Lots 1-37 and Tract A by Ordinance No. 6244.
- August 31, 2009 – Staff administratively approved the minor plat (Appl. #2009-068) for Fairfield Woods, Lots 34-A, 35-A & 36-A. The minor plat was recorded with the Jackson County Recorder of Deeds Office on October 30, 2009, by Instrument No. 2009-E-0109577.

## Analysis of the Preliminary Development Plan

**Emergency Access Road.** The condition requiring an emergency access road for Fairfield Woods resulted from a modification request to the Unified Development Ordinance's (UDO) 500' maximum cul-de-sac length in effect at the time the subdivision was approved by City Council in 2005. Existing site conditions (e.g. an existing 30" water transmission main, topography and access management) made it infeasible for NE Grant St to connect to NE Dick Howser Dr in order to create a through-street subdivision layout as proposed in early project iterations, and thus resulted in a 1,300' cul-de-sac. Due to the lack of a second point of public access to the development, Planning staff recommended that an access road be provided between NE Channel Dr and NE Grant St in order to accommodate emergency services vehicles.

Neither the current Fire Code nor the code in effect at the time of the subdivision's approval required that a second point of access be provided to the subdivision. The Fire Code allows no more than 50 dwelling units to be served by a single point of access; Fairfield Woods is a fully developed subdivision composed of 36 single-family residences. There is also no Fire Code requirement for a second point of access tied to cul-de-sac length. Therefore, the existing access road is not required to satisfy a public safety code requirement.

In the approximately 12 years of its existence, the access road has never been used by the City for any emergency service response. As such, the Fire Department has no objection to the elimination of the access road. Further, eliminating the emergency access road requirement allows the affected property owners to reclaim 600-700 sq. ft. of their respective properties as open area. Staff supports the applicant's request to eliminate the emergency access road requirement and associated requirement for the provision of an emergency access road easement.

## Code and Ordinance Requirements

*The items in the box below are specific to this development and must be satisfactorily addressed in order to bring the plan into compliance with the Codes and Ordinances of the City.*

### **Engineering**

1. Any removal of pavement must not interfere with the existing public water line. Depth of cover must be maintained within City of Lee's Summit standards. (Minimum depth of cover is 3.5 feet.) Additional fill will most likely be required to maintain minimum cover. Applicant shall confirm prior to pavement removal.

Attachments:

1. Copy of Ordinance No. 6066
2. Location Map

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG AND R-1 TO RP-1 ON LAND LOCATED NORTH OF WOODS CHAPEL ROAD AND EAST OF CHANNEL DRIVE AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR FAIRFIELD WOODS, (NORTH OF WOODS CHAPEL ROAD, EAST OF CHANNEL DRIVE), ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #2005-066 requesting a change in zoning classification from District AG and R-1 (Agricultural and Single Family Residential) to District <sup>RP-1 Planned Single Family</sup> ~~RP-2 (Planned Two Family Residential)~~ on land located north of Woods Chapel Road and east of Channel Drive and Application #2005-137, requesting approval of a preliminary development plan for Fairfield Woods, submitted by Fairfield Woods LLC, was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the request on September 13, 2005, and rendered a report to the City Council recommending that the zoning requested be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on October 6, 2005, and rendered a decision to rezone said property.

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

SECTION 1. That the following described property is hereby rezoned from District AG and R-1 to District ~~RP-2~~ <sup>RP-1</sup>

*A tract of land located in the SW ¼ of the SW ¼ of Section B, Township 48N, Range 31W, in Lee's Summit, Jackson County, Missouri, more particularly described as follows: Commencing at the SW corner of said ¼ ¼ Section; thence N 02°30'44" E along the West line of said ¼ ¼ Section a distance of 59.70 feet to the Point of Beginning, said point being on the North right of way line of Woods Chapel Road, as it now exists, and the SE corner of "Westwood Estates", a subdivision in Lee's Summit, Jackson County, Missouri; thence N 02°30'44" E along the West line of said ¼ ¼ Section and the East line of said subdivision, a distance of 1266.19 feet to the NE corner of said subdivision, said corner being on the North line of said ¼ ¼ Section; thence S 88°06'21" E along the North line of said ¼ ¼ and the North line of "Caddell Place", a subdivision in said City, County, and State, a distance of 494.66 feet to the NE corner of said subdivision, said corner also being the NW corner of "Fairfield Green", a subdivision in said City, County, and State; thence S 02°31'45" W along the East line of said "Caddell Place" also being the West line of said "Fairfield Green", a distance of 265.00 feet; thence N 87°29'21" W, a distance of 164.94 feet; thence S 02°30'39" W along the West line of Lots 1 and 2 of said "Caddell Place" subdivision and its Southerly prolongation, a distance of 1007.67 feet to a point on the existing North right of way line of NW Woods Chapel Road; thence N 87°17'20" W along said existing North right of way line, a distance of 329.96 feet to the Point of Beginning, containing 10.609 acres, more or less, all being subject to restrictions, easements, and rights of way.*

SECTION 2. That development shall be in accordance with the preliminary development plan dated August 12, 2005 appended hereto and made a part hereof. The development standards shall be as shown on the preliminary development plan.

SECTION 3. That the following conditions of approval apply:

1. A modification shall be granted to the maximum allowable 500' cul-de-sac length, to allow a cul-de-sac approximately 1,100' in length.
2. An emergency access road connecting Channel Drive to the cul-de-sac at the end of Grant Street between Lots 6 and 7 shall be provided. The road shall be a minimum 12' in width and shall be constructed to a standard acceptable to the City that will support the weight of emergency vehicles. In addition, a series of bollards, of a design that is acceptable to the City shall be placed at each end of the emergency access road.
3. A modification shall be granted to the required minimum 50' setback for residences from arterial streets, to allow Lots 21 and 22 to maintain a minimum 25' rear yard setback.
4. A modification shall be granted to the minimum 10% open/green space requirement, to allow the reduced amount of common open/green space as shown on the plan.
5. To meet the requirement of the UDO, the typical building footprints on the plan shall be revised so that the minimum setback for front-facing garages shall be 25'.
6. An access easement shall be granted to the City for the off-site access road along the north side of Lot 16 of *Westwood Estates*.
7. Lot 10 shall be redesignated as a tract. The ownership and maintenance of the tract, a proposed detention basin, shall be dedicated to the homeowners association.
8. To meet the requirement of the UDO, a low-impact landscape buffer shall be provided between the proposed development and the existing subdivision to the west. The low-impact buffer shall conform to the requirements of Article 14 of the UDO. A landscaping plan shall be submitted to the Planning and Development Department as part of the final plat for review to ensure the requirement for the low-impact buffer has been met. The landscaping shall be installed prior to any certificates of occupancy being issued in this plat.


SECTION 4. In granting modifications listed in Section 3, the Governing Body concludes that the development will provide sustainable value to the City, incorporates sound planning principles and design elements that are compatible with surrounding properties and consistent through the proposed project, effectively utilize the land upon which the development is proposed, and further the goals, spirit and intent of the Unified Development Ordinance.

SECTION 5. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance No. 5209.


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




PASSED by the City Council of the City of Lee's Summit, Missouri, this 20th day of October, 2005.

  
\_\_\_\_\_  
Mayor Karen R. Messerli

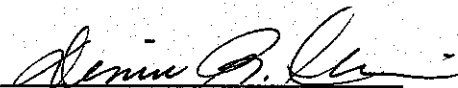
ATTEST:

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


APPROVED by the Mayor of said city this 20th day of October, 2005.

  
\_\_\_\_\_  
Mayor Karen R. Messerli

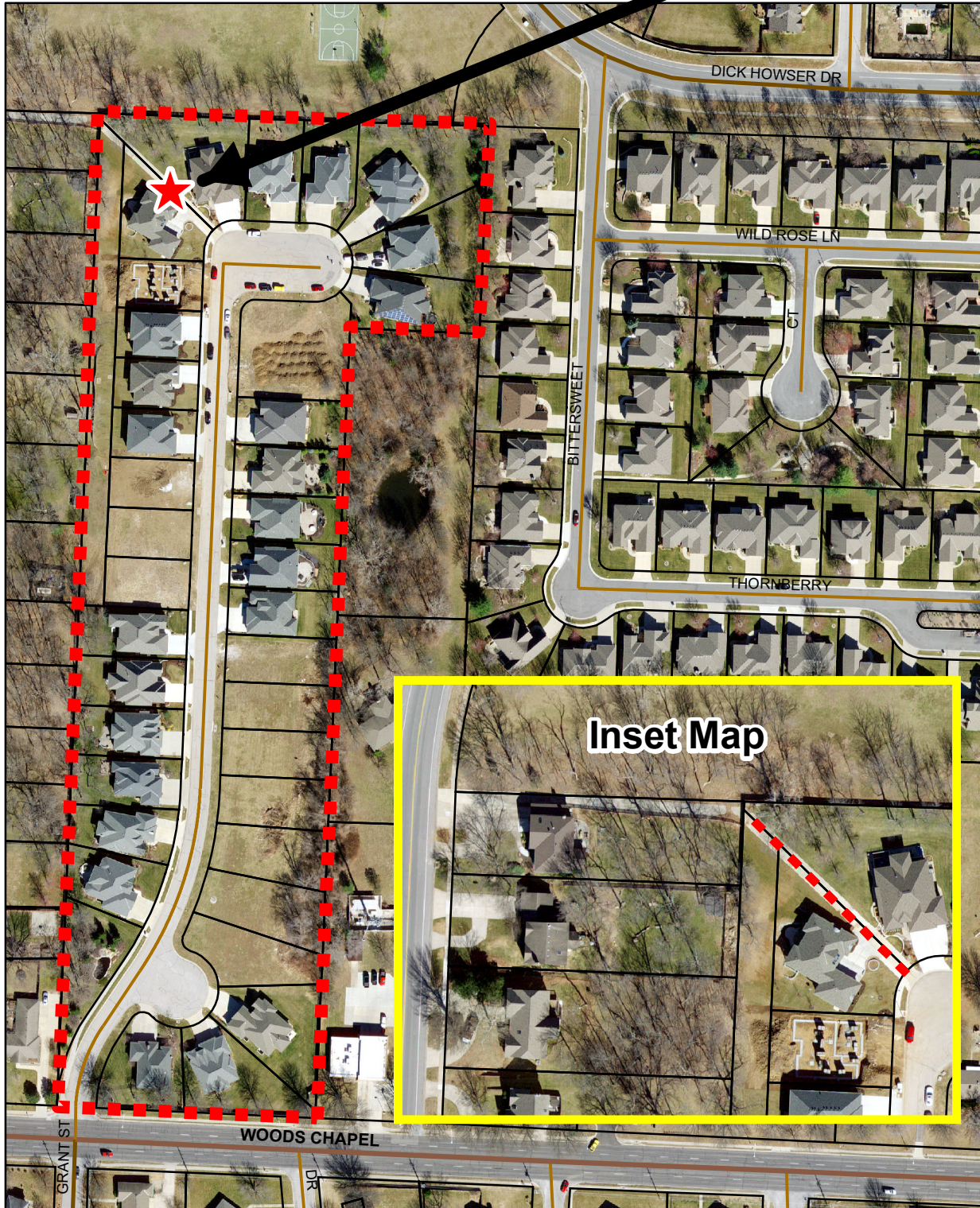
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney Robert H. Handley

**Appl. #PL2018-019 PRELIM DEV PLAN**  
**Fairfield Woods;**  
**James R. Brown, applicant**



## Packet Information

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**File #: BILL NO. 18-68, Version: 1**

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AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO JUNE 30, 2018 OF THE STATE BLOCK AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

### Issue/Request:

AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO JUNE 30, 2018 OF THE STATE BLOCK AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

### Key Issues:

- This request is a time extension to complete the project.
- This project included rehabilitation and strengthening of runway 18-36, extension of Runway 18-36, extension of Runway 11-29: and lighting improvements for both Runway 18-36 and 11-29.
- This State Block grant was in the amount of \$9,372,772, funding 90% of the cost of the construction and inspection for this project.
- Local matching funds of \$520,710, 5% of the project cost were available from the Airport Construction Fund.
- 5% of the project cost, or \$520,710, came from a State Airport Aid Agreement.
- The time extension will allow Lee's Summit to receive the full grant amount for the work performed.

### Proposed City Council Motion:

I move for a second reading of AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO JUNE 30, 2018 OF THE STATE BLOCK AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

### Background:

This request is a time extension to complete the project. The work included in the time extension is necessary to close out the project punch list items such as growing grass, fixing small areas where erosion has taken place, and final electrical work related to FAA nav aids. The extension will allow Lee's Summit to receive the full grant amount for the work performed.

### Timeline:

Finish: June 30, 2018

Presenter: Bob Hartnett - Deputy Director of Public Works/Administration

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO JUNE 30, 2018 OF THE STATE BLOCK AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

Committee Recommendation: Public Works Committee did not meet in April prior to this Council meeting.

**BILL NO. 18-65**

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AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO JUNE 30, 2018 OF THE STATE BLOCK AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$9,372,772.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

WHEREAS, the parties entered into an Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 23, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Nine Million Three Hundred Seventy-Two Thousand Seven Hundred Seventy-Two Dollars (\$9,372,772) to the Sponsor to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; and,

WHEREAS, an Airport Aid Agreement in the amount of \$520,710.00 (funding 5% of the cost of the construction and inspection for the Project) is to be used for the costs of the Project; and,

WHEREAS, local matching funds of \$520,710.00 (5% of the Project cost) are required and are available from the Airport Construction Fund; and,

WHEREAS, the parties both desire to extend the project time period in order to allow for completion of the work.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of an amendment to a state block grant agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

ATTEST:

\_\_\_\_\_  
Mayor *W. A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 18-65**

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

\_\_\_\_\_  
Mayor *W. A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of I / P  
*Nancy Yendes*

CCO Form: MO18  
Approved: 05/94 (MLH)  
Revised: 03/17 (MWH)  
Modified:

Sponsor: City of Lee's Summit  
Project No.: 15-109A-3

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

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

**AMENDMENT #1**

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 23, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Nine Million Three Hundred Seventy-Two Thousand Seven Hundred Seventy-Two Dollars (\$9,372,772) to the Sponsor to assist with Rehabilitate and Strengthen Runway 18/36, Extend Runway 18/36, Extend Runway 11/29; and Runway 18/36 and 11/29 Lighting Improvements; and

WHEREAS, the parties desire to extend the project time period to allow for completion of the work.

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

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of December 31, 2017, will be extended to June 30, 2018, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(2) SPECIAL CONDITIONS:

(A) The project will be carried out in accordance with the assurances attached to the Original Agreement (Exhibit 1).

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before June 1, 2018, or such subsequent date as

may be prescribed in writing by the Commission

(C) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect

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

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

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

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

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

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)



**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

## Packet Information

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**File #: BILL NO. 18-69, Version: 1**

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AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 OF THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$520,710.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

### Issue/Request:

AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 OF THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$520,710.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

### Key Issues:

- This request is a time extension to complete the project.
- This project included rehabilitation and strengthening of Runway 18-36, extension of Runway 18-36, extension of Runway 11-29: and lighting improvements for both Runway 18-36 and 11-29.
- A State Block grant was in the amount of \$9,372,772, funding 90% of the cost of the construction and inspection for this project.
- Local matching funds of \$520,710, 5% of the project cost was required and available from the Airport Construction Fund.
- This State Airport Aid Agreement was in the amount of \$520,710 funding 5% of the construction and Inspection for this project.
- The time extension will allow Lee's Summit to receive the full grant amount for the work performed.

### Proposed City Council Motion:

I move for a second reading of AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 OF THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$520,710.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

### Background:

The request is a time extension to complete the project. The work included in the time extension is necessary to close out the project punch list items such as growing grass, fixing small areas where erosion has taken place, and final electrical work related to FAA nav aids. The extension will allow Lee's Summit to receive the full grant amount.

### Timeline:

Finish: December 31, 2018

Presenter: Bob Hartnett - Deputy Director of Public Works/Administration

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 OF THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$520,710.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

Committee Recommendation: Public Works Committee did not meet in April prior to this Council meeting.

**BILL NO. 18-**

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AN ORDINANCE AUTHORIZING AN AMENDMENT TO PERMIT THE EXTENSION OF THE PROJECT TIME PERIOD FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 OF THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING STATE FUNDS IN THE AMOUNT OF \$520,710.00 TO REHABILITATE AND STRENGTHEN RUNWAY 18-36, EXTEND RUNWAY 18-36, EXTEND RUNWAY 11-29; AND RUNWAY 18-36 AND 11-29 LIGHTING IMPROVEMENTS.

WHEREAS, the parties entered into an Airport Aid Agreement executed by the Sponsor on November 15, 2016, and executed by the Commission on November 22, 2016, (hereinafter, "Original Agreement") under which the Commission granted the sum of Five Hundred Twenty Thousand Seven Hundred Ten Dollars (\$520,710) to the Sponsor to assist with Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; and,

WHEREAS, an State Block Grant Agreement is in the amount of \$9,372,772.00 (funding 90% of the cost of the construction and inspection for the Project) and is to be used for the costs of the Project; and,

WHEREAS, local matching funds of \$520,710.00 (5% of the Project cost) are required and are available from the Airport Construction Fund; and,

WHEREAS, the parties both desire to extend the project time period in order to allow for completion of the work.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the execution, by the Mayor on behalf of the City of Lee's Summit, of an amendment to the Airport Aid Agreement by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri to Rehabilitate and Strengthen Runway 18-36, Extend Runway 18-36, Extend Runway 11-29; and Runway 18-36 and 11-29 Lighting Improvements; which is attached hereto and incorporated by reference as if fully set forth herein.

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

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

ATTEST:

\_\_\_\_\_  
Mayor *W. A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 18-**

---

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

\_\_\_\_\_  
Mayor *W.A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of I / P  
*Nancy Yendes*

CCO Form: MO03  
Approved: 7/94 (MLH)  
Revised: 03/17 (MWH)  
Modified:

Project No.: AIR 156-109A-3

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

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

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by the Sponsor on November 15, 2016 and executed by the Commission on November 22, 2016 (hereinafter, "Original Agreement") under which the Commission granted the sum of Five Hundred Twenty Thousand Seven Hundred Ten Dollars (\$520,710) to the Sponsor to assist in Rehabilitate and Strengthen Runway 18/36, Extend Runway 18/36, Extend Runway 11/29; and Runway 18/36 and 11/29 Lighting Improvements; and

WHEREAS, the parties desire to extend the project time period to allow for completion of the work.

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

(1) PROJECT TIME PERIOD: Based upon the revised project schedule, the original project time period of December 31, 2017, will be extended to December 31, 2018, to allow for completion of the work. Paragraph (3) of the Original Agreement is hereby amended accordingly.

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

*[Remainder of Page Intentionally Left Blank]*

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

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

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

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

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

## Packet Information

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**File #:** BILL NO. 18-70, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE HAWTHORNE RIDGE SUBDIVISION DEVELOPMENT

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE HAWTHORNE RIDGE SUBDIVISION DEVELOPMENT

Key Issues:

On November 8, 2016, the Planning Commission Approved the Preliminary Plat for Hawthorne Ridge subdivision (previously referred to as Arborwalk North).

As a condition of approval, the Developer was to enter into a Development Agreement for offsite improvements.

Proposed City Council Motion:

I move for second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE HAWTHORNE RIDGE SUBDIVISION DEVELOPMENT

Recommendation:

Staff recommends approval



**BILL NO. 18-**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE HAWTHORNE RIDGE SUBDIVISION DEVELOPMENT

WHEREAS, on November 8, 2016, the Planning Commission concluded a public meeting for Application #PL2016-172, for a preliminary plat of approximately 80 acres of land generally lying south side of SW Hook Rd, approximately ¼ mile east of SW Pryor Rd, owned by Clayton Properties Group, Inc. DBA Summit Homes("Developer"), which will be developed as Hawthorne Ridge subdivision (Originally referred to and approved as 'Arborwalk North') ("Development"); and,

WHEREAS, following the public meeting for the Preliminary Plat, the Planning Commission voted to approve the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements, as defined below, necessary for the Development; and,

WHEREAS, in satisfaction of the City Council's condition of approval, the Developer and the City now desire to enter into this Agreement;

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

SECTION 1. That the development agreement between Clayton Properties Group, Inc. DBA Summit Homes and the City of Lee's Summit, Missouri, attached hereto and incorporated herein by reference, is hereby approved by the City Council and the City Manager is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

\_\_\_\_\_  
Mayor *W. A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 18-**

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APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 201.

\_\_\_\_\_  
*Mayor W. A. Baird*

ATTEST:

\_\_\_\_\_  
*City Clerk Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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

**DEVELOPMENT AGREEMENT BETWEEN**  
**CLAYTON PROPERTIES GROUP, INC. DBA SUMMIT HOMES AND THE CITY OF**  
**LEE'S SUMMIT, MISSOURI FOR THE HAWTHORNE RIDGE SUBDIVISION**  
**DEVELOPMENT**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018\_\_, by and between Clayton Properties Group, Inc. DBA Summit Homes, a corporation (the "Developer"), and the City of Lee's Summit, Missouri, a municipal corporation ("City").

WHEREAS, on November 8, 2016, the Planning Commission concluded a public meeting for Application #PL2016-172, for a preliminary plat of approximately 80 acres of land generally lying south side of SW Hook Rd, approximately ¼ mile east of SW Pryor Rd , on property legally described in **Exhibit A** ("Property"), owned by the Developer, which will be developed as the Hawthorne Ridge Subdivision (Originally referred to and approved as 'Arborwalk North')("Development") as shown in **Exhibit B**, a map of the preliminary plat;

WHEREAS, following the public meeting for the Preliminary Plat, the Planning Commission voted to approve the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements, as defined below, necessary for the Development;

WHEREAS, in satisfaction of the City Council's condition of approval, the Developer and the City now desire to enter into this Agreement;

WHEREAS, the parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions; and

WHEREAS, the City has a capital improvement project along Hook Road within the vicinity of the Developer's obligations conditioned in this Agreement and in the Capital Improvement Plan and coordination between the Developer's Improvements and City's Hook Road Capital Improvement Project are mutually desired and may be facilitated as defined herein; and

WHEREAS, the parties have freely negotiated in good faith and this Agreement reflects the desires of the parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Words or terms not defined elsewhere in this Agreement shall have the following definitions:

- A. **"Certificate of Final Acceptance"** as defined in the Design and Construction manual as adopted by the City of Lee's Summit.
- B. **"Certificate of Substantial Completion"** as defined in the Design and Construction manual as adopted by the City of Lee's Summit
- C. **"City Engineer"** shall mean the City Engineer or their designated representative.
- D. **"Developer"** shall mean Clayton Properties Group, Inc. DBA Summit Homes, or its successors and assigns in the Property.
- E. **"Improvements"** shall mean the following Road Improvements and Sanitary Sewer Improvements that are to be financed, designed, engineered, and constructed by the Developer in the manner set forth in this Agreement:

**"Road Improvements":**

1. Construct an eastbound right-turn lane along SW Hook Road at the proposed intersection of SW Arborridge Drive. The right-turn lane shall be at least 150 feet in length plus taper.
2. Construct an eastbound right-turn lane along SW Hook Road at the proposed intersection of SW Arbor Valley Terrace. The right-turn lane shall be at least 150 feet in length plus taper.
3. Construct a westbound left-turn lane along SW Hook Road at the proposed intersection of SW Arborridge Drive. The left-turn lane shall be at least 200 feet in length plus taper.
4. Construct a westbound left-turn lane along SW Hook Road at the proposed intersection of SW Arbor Valley Drive. The left-turn lane shall be at least 200 feet in length plus taper.

**"Sanitary Sewer Improvements":**

5. Install approximately 2512 linear feet of 15-inch and approximately 669 linear feet of 12-inch sanitary sewer and all related appurtenances from existing City manhole #50-074 to a point along the western boundary of the Hawthorne Ridge, 1<sup>st</sup> Plat as shown on the associated sanitary sewer engineering plans.

- F. **"City Project"** shall mean the Hook Road Shoulder Project listed in the City's Capital Improvement Plan.
- G. **"Preliminary Plat"** shall mean the plat approved by Planning Commission on November 8, 2016.
- H. **"Staff"** shall mean employees of the City of Lee's Summit.

2. **Developer's Option for City to Construct Road Improvements.** Pursuant to the terms set forth in this Section 2, Developer may, at Developer's sole option, elect to have the City construct the Road Improvements in coordination with the City Project at the Developer's cost, or Developer may elect to construct the Road Improvements ("Option").

A. **City to Design, Engineer, and Bid City Project and Road Improvements.** The City shall design, engineer and procure a bid for the construction of the City Project ("Bid"). The Bid shall include line items as an alternate for construction of the Road Improvements ("Alternate Work"). The City shall promptly provide Developer a copy of the bid response to be awarded the contract for the City Project ("Winning Bid") so Developer may review the Winning Bid and elect Developer's Option.

B. **Developer's Option.** After Developer's receipt of the Winning Bid, Developer shall have ten (10) business days to review the Winning Bid and elect Developer's Option in writing. If Developer fails to notify the City in writing of Developer's decision within this ten day period, the City may assume that Developer has elected to construct the Road Improvements according to the terms set forth in paragraph 3. Such written election shall be incorporated into this Agreement without further action of the parties.

C. **Developer Elects Option for City to Construct Road Improvements.** If Developer elects to have City construct the Road Improvements, then Developer shall deposit with the City cash, certified check, or an irrevocable letter of credit in a sum equal to the Bid price of the Alternate Work plus 10% for potential construction change orders as may be necessary to complete the Alternate Work ("Deposit"). Any irrevocable letter of credit shall be in a form approved by the City's Director of Finance. Twenty percent of the Deposit shall be due within ten business days of Developer's written election, and the remainder of the Deposit is due within five business days of the date that a fully executed copy of the contract for the City Project is presented to Developer. In no event will the City be required to perform any work under this Agreement before the Deposit is posted. If Developer fails to post the Deposit in the manner required by this Agreement the City may immediately terminate this Agreement.

In the event that any part of the Deposit is in the form of an irrevocable letter of credit, the City will provide monthly invoices to Developer for the cost of the Alternate Work, including any approved change orders necessary for the construction of the Alternate Work. Payments for these invoices are due within fifteen days and are payable at: Director of Finance, 220 SE Green Street, Lee's Summit, Missouri, 64063. Any irrevocable letters of credit posted under this section shall secure payment of the amounts due under this Agreement. Further, an irrevocable letter of credit must be in force until all amounts due under this Agreement are paid in full. All irrevocable letters of credit shall contain an evergreen provision requiring the posting of a substitute irrevocable letter of credit prior to the expiration of the then current irrevocable letter of credit.

Provided, however, if the actual cost to construct the Road Improvements (including the cost of any approved change orders) is less than the Deposit, then the City shall return to Developer any excess cash amount within thirty days of final acceptance of the City Project that includes the Road Improvements, and acknowledge the Developer's full payment of the actual construction costs of the Road Improvements. The Developer shall be responsible for any construction costs related to the Road Improvements that exceed the amount of the Deposit, and the City shall be required to finish the Road Improvements and collect any balance of amount that exceeds the Deposit from Developer based on the provisions and schedule for initial Deposit.

3. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section 3, "Requirements for Improvements" shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement.
  - A. **Requirement to design, engineer and construct.** The Developer, at its sole cost and expense, shall design, engineer and construct the Improvements. The City shall issue Building Permits for structures in the Development pursuant to the schedule set forth in Section 4, "Timing of Issuance of Building Permits" below.
  - B. **Construction Costs.** All costs associated with designing, engineering and constructing the Improvements shall be paid by the Developer. No cost shall be paid by the City for designing, engineering, constructing or managing the construction of any of the Improvements except as may be permitted for Road Improvements managed by the City at the Developer's Option provided in Section 2.
  - C. **Applicable Standards and Approvals.** The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with the ordinances of the City, including, but not limited to, the City's Design and Construction Manual then in effect at the time the Improvements are constructed, and any other applicable rules, requirements and standards established by the City. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction. The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.
  - D. **Project Schedule.** Prior to the construction of the Improvements the Developer shall submit to the City Engineer a proposed Project Schedule for the Improvements to be constructed by the Developer. No permits will be issued for the Development until the schedule has been reviewed by the City Engineer and staff of departments directly impacted by the timing of the Improvements. If conflicts with the schedule are determined, staff shall return the schedule with comments, to be resubmitted by the Developer. The Developer shall be notified once it is determined that no conflicts exist with the schedule. The Project Schedule shall be incorporated into this

Agreement by addendum, and no action of the City Council will be required to incorporate the schedule.

E. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the Improvements. On the basis of such approved preliminary design documents, the Developer shall:

- (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Improvements ("**Plans**").
- (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Improvements.
- (3) Furnish the number of approval copies of the final Plans for the Improvements as the City may require.
- (4) Ensure that the Plans conform to federal and state laws and City ordinances and regulations.

All final Plans shall be presented to the City Engineer for approval, and no action of the City Council will be required to incorporate the final Plans into this Agreement.

F. Construction. The Developer will construct all the Improvements the Developer is obligated to complete in accordance with this Agreement according to the approved Plans. The Developer shall maintain, at its sole cost and expense, the Improvements for which the Developer is responsible until such time as said Improvements are accepted by the City Engineer pursuant to Section 3.J, "Dedication" of this Agreement. The Developer shall not do or permit others under it to do any work related to the construction of the Improvements until the Developer has paid for all required City and other governmental required permits and authorizations.

G. Right of Way Acquisition.

- (1) The Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements, including all necessary temporary construction easements, for such Improvements the Developer has responsibility.
- (2) In the event that the Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Improvements over which the City exercises jurisdiction, the Developer may submit a request to the City in the manner prescribed by Section 27, "Notice" below requesting that the City use its authority to acquire the property interests necessary for the Improvements. The City will respond to such a

request within thirty (30) days of receipt of same, and in such response the City will indicate whether it agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction. The City is not obligated to use its authority to assist in the acquisition of property interests necessary for the Improvements.

(3) In the event the City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction, prior to beginning any work to acquire said right-of-way or easements, the Developer shall first execute an Acquisition Funding Agreement with the City which provides for the terms and conditions under which the Developer will place all estimated Acquisition Costs in escrow with the City prior to commencement of condemnation for right-of-way or easements. The Acquisitions Costs shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses related to the establishment of acquisition values of right-of-way or easements, including appraisals; legal fees, other expenses paid to third parties, and expenses incurred by the City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. The Acquisition Funding Agreement shall obligate the Developer to reimburse the City in full for all Acquisition Costs that result from the City's use of its authority to acquire any portion of the Improvements.

(4) The Developer shall dedicate or convey, as applicable, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements.

H. Utility Relocation. The parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements by Developer, shall be paid by the Developer, and are not the responsibility of the City. The parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of the Developer's construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer and are not the responsibility of the City.

I. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Improvements.



J. Dedication. Upon completion, inspection and approval of the Improvements by the City, the Developer will dedicate the Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

4. Timing of Issuance of Building Permits.

A. Residential Building Permits will not be issued until either a Certificate of Substantial Completion or a Certificate of Final Acceptance has been issued for the Improvements as outlined in Section 1. Definitions, except as provided in Section 4.B.

B. Substantial Completion of the Road Improvements shall not be required for the issuance of Residential Building Permits to the extent such Road Improvements will be completed by the City as part of the City Project at the Developer's Option and the Developer's Deposit has been received and accepted by the City.

5. Indemnification.

A. General Indemnity. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out of or to the extent caused by the sole negligence of the City, its employees or agents. This indemnification obligation shall survive the termination or expiration of this Agreement.

B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or

by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Developer, of any of the insurance policies described in this Agreement. In addition, the parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by Section 26, "Notice" of the Agreement.
- D. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

6. Insurance.

- A. General Provisions. Prior to commencing construction of the Improvements, the Developer shall file with the City evidence of liability insurance that is consistent with the requirements of the City's Design and Construction Manual and in the amounts set forth below.
- B. Limits and Coverage. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:
  - (1) Commercial General Liability: Minimum \$2,000,000 each occurrence limit for bodily injury and property damage; \$2,000,000 policy aggregate; \$2,000,000 products and completed operations aggregate.
  - (2) Automobile Liability: Minimum \$2,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
  - (3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$1,000,000 each occurrence.
  - (4) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$2,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following endorsements shall attach to the policy:

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

The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.

- C. Use of Contractors and Subcontractors. The Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Design and Construction Manual. Said insurance shall be maintained in full force and effect until the completion of construction of the Improvements, and issuance of a Certificate of Substantial Completion by the City or MoDOT, as appropriate.
- D. Workers' Compensation. The Developer shall ensure that all contractors or subcontractors performing work for the Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, the Developer shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims arising out of occurrences during construction of the Improvements. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City as a result of the failure of either the Developer or any contractor or subcontractor of the Developer to obtain and maintain such insurance. The Developer further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. The Developer shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.

7. **Bonds.** The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements and all other public infrastructure improvements that are constructed by the Developer and dedicated to the City.
- A. **Performance Bond.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
  - B. **Payment Bonds.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and conditions of the construction contract. The Payment Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
  - C. **Maintenance Bonds.** Prior to acceptance and dedication of the Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Substantial Completion for such Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
  - D. **Indemnity for Failure to Provide Bonds.** The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
8. **Prevailing Wage.** To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 – 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. The Developer shall submit sufficient information to the

City's Director of Finance to allow City staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.

9. **Remedies**. Each party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting parties hereto, the non-defaulting party shall have the right to enforce specific performance of this Agreement against the defaulting party, and such non-defaulting party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
10. **Rights and Remedies Non-Exclusive**. No right or remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
11. **Non-Waiver**. No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
12. **Applicable Law**. This Agreement shall be governed by and construed according to the laws of the State of Missouri.
13. **Venue**. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the parties expressly waive any rights to venue inconsistent therewith.
14. **City Requirements and Prior Approval**. The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's Unified Development Ordinance, the Design and Construction Manual, and all planning or infrastructure requirements related to the development of the Property. The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for damages, losses or injuries that may be sustained as a result of the City's review and approval of any Plans or Plats of or relating to the Development, the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Development, the Property or the Improvements. The Developer further acknowledges and agrees that the City's review and approval of any such Plans or Plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third party, against damage or injury of any kind at any time. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.
15. **Recording and Binding Effect**. No building permits shall be issued for any structure in the development until the agreement has been fully executed. The City shall file a copy of this

Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("Office"). This Agreement shall run with the land and be binding on and inure to the benefit of the parties and their respective legal representatives, successors in interest, successors and assigns. Upon certification by the City Engineer of the completion of the Developer's obligations under this Agreement, the City Manager, in his sole discretion, may execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.

16. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
17. **Estoppel Letter.** Upon request by Developer made from time to time, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
18. **Representations.** The Developer represents that it owns the property described in **Exhibit A** on the date that this Agreement is executed. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement. The parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions.
19. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
20. **Rules of Construction.** Each party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
21. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement.

22. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties.
23. **Exhibits.** All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
24. **Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
25. **Severability.** Any provision of this Agreement which is not enforceable according to law will be severed herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.
26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
27. **Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Manager  
City Hall  
220 SE Green Street  
Lee's Summit, Missouri 64063

With a copy to:

City Attorney  
City Hall  
220 SE Green Street  
Lee's Summit, Missouri 64063

Notices to Developer shall be addressed to:

David Price  
Clayton Properties Group, INC. DBA Summit Homes  
120 SE 3<sup>rd</sup> St  
Lee's Summit, MO 64082

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

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*

Attest:  
  
\_\_\_\_\_  
Trisha Fowler Arcuri, *City Clerk*

Approved as to form:

\_\_\_\_\_  
Nancy Yendes, *Chief Counsel of Infrastructure and Planning*

 (DEVELOPER)

By: David W. Price  
Its: Assistant Secretary



Notary for City of Lee's Summit

STATE OF MISSOURI     )  
  )  ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2018\_\_, 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]

Notary for Clayton Properties Group, Inc dba Summit Homes

STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

BE IT REMEMBERED, that on this 30<sup>th</sup> day of March, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David W. Price, the Assistant Secretary of Clayton Properties Group, who is personally known to me to be the same person who executed the within instrument on behalf of Clayton Properties Group, Inc., and such person duly acknowledged the execution of the same to be the act and deed of Clayton Properties Group, Inc.

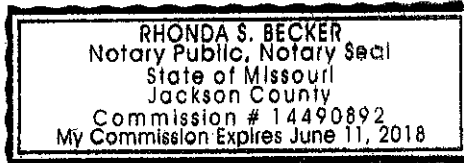
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Rhonda S. Becker  
NOTARY PUBLIC

My Commission Expires:

June 11, 2018

[SEAL]



END OF DOCUMENT

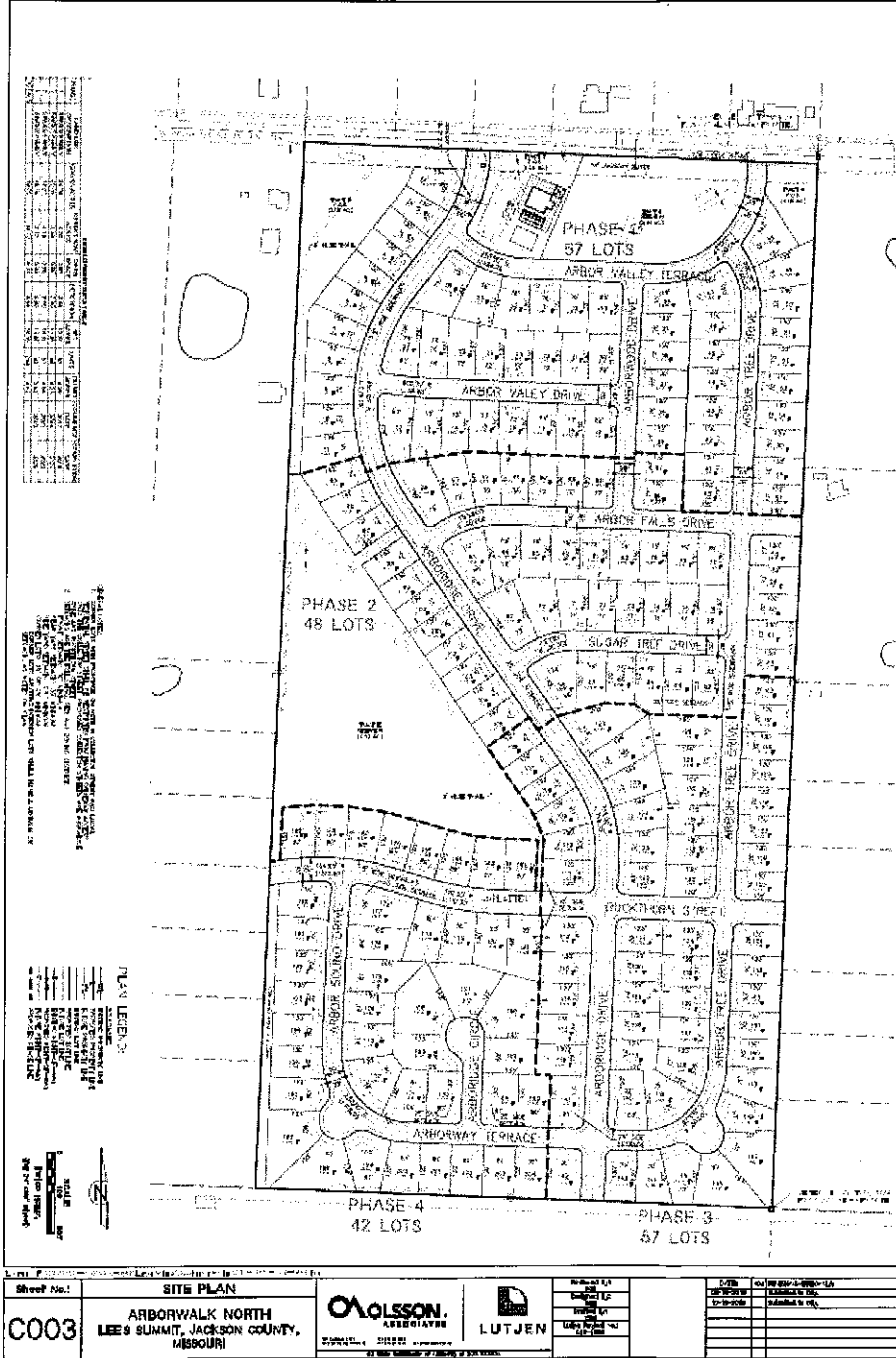
**EXHIBIT A**

LEGAL DESCRIPTION FOR PROPERTY

Part of the East Half of the Northwest Quarter of Section 25, Township 47 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Beginning at the Center of said Section 25; thence North 87°46'49" West, along the South line of said Northwest Quarter, 1,326.64 feet to the Southwest corner of said East Half; thence North 02°27'15" East, along the West line of said East Half, 2,613.65 feet to a point on the South right-of-way line of SW Hook Road, as now established; thence Easterly, along said South right-of-way line, along a curve to the right, having an initial tangent bearing of South 80°28'37" East with a radius of 470.00 feet, a central angle of 04°08'23" and an arc distance of 33.96 feet; thence Easterly, continuing along said South right-of-way line, along a curve to the left, having a common tangent with the last described course with a radius of 830.00 feet, a central angle of 11°15'17" and an arc distance of 163.04 feet; thence South 87°35'31" East, continuing along said South right-of-way line, 873.16 feet; thence Easterly, continuing along said South right-of-way line, along a curve to the left, having an initial tangent bearing of South 87°35'30" East with a radius of 830.00 feet, a central angle of 10°48'20" and an arc distance of 156.53 feet; thence South 87°45'42" East, continuing along said South right-of-way line, 95.80 feet to a point on the East line of said Northwest Quarter; thence South 02°18'36" West, along said East line, 2,602.91 feet to the Point of Beginning. Containing 3,431,335 square feet or 78.77 acres, more or less.

**EXHIBIT B**

**MAP OF THE PRELIMINARY PLAT**



## Packet Information

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**File #:** BILL NO. 18-71, **Version:** 1

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AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-1 TO TERRACON CONSULTANTS, INC. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

### Issue/Request:

AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-1 TO TERRACON CONSULTANTS, INC. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

### Key Issues:

The City uses on-call geotechnical construction, material testing and inspection services to support several departments.

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

Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.

Construction materials testing services to include, but not limited to, soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.

Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.

Laboratory testing services to include, but not limited to, soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, sheer strengths, pavement, roofing.

Provide necessary support equipment to carry out required procedures.

### Proposed City Council Motion:

I MOVE for a second reading of AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-1 TO TERRACON CONSULTANTS, INC. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

### Background:

Establishing an On-call Geotechnical Construction, Material Testing and Inspection Services Yearly Contract streamlines the process and provides various City departments the ability to obtain professional services of this nature on projects as they arise. This RFQ will be awarded to two separate consultants to avoid any conflict of interest in the event one consultant represents an engineering

or construction company in which the City is engaged.

The services are being provided primarily on the City's capital projects. Funding for the testing is included in the capital project budgets. The material testing portion of this contract will also be used for the confirmation that soil, asphalt, and concrete used in public infrastructure portions of development projects conforms to City specifications. These tests are funded from the Private Development Professional Fees account included in various departments' annual budget. The term of the proposed contract is for one year with the option to renew for up to three-one year renewal periods. This contract is being awarded to two firms. This is to eliminate any conflict of interest should the City's on call consultant be providing quality control for the contractor.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-1 TO TERRACON CONSULTANTS, INC. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Committee Recommendation: The April 17, 2018 Public Works Committee meeting was cancelled.

## **BILL NO. 18-**

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AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-1 TO TERRACON CONSULTANTS, INC. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

WHEREAS, The City uses on-call geotechnical construction, material testing and inspection services to support several departments; and,

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

WHEREAS, Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports; and,

WHEREAS, Construction materials testing services to include, but not limited to, soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel; and,

WHEREAS, Building Construction Special Inspection Services as required by the 2012 International Building Code, Chapter 17; or later edition as adopted by the Codes Administration Department; and,

WHEREAS, Laboratory testing services to include, but not limited to, soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, sheer strengths, pavement, roofing; and,

WHEREAS, Provide necessary support equipment to carry out required procedures.

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

SECTION 1. That the agreements for professional engineering services for geotechnical construction, material testing and inspection services yearly contract (RFQ No. 2018-302-1) by and between the City of Lee's Summit, Missouri and Terracon Consultants, Inc. for the purpose of geotechnical engineering and material testing services, true and accurate copies attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

**BILL NO. 18-**

---

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

ATTEST: \_\_\_\_\_  
Mayor *W. A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018

ATTEST: \_\_\_\_\_  
Mayor *W. A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of I / P  
*Nancy K. Yendes*



**ON-CALL AGREEMENT FOR  
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES  
YEARLY CONTRACT (RFQ NO. 2018-302-1)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Terracon Consultants, Inc. (hereinafter "Engineer/").

**WITNESSETH:**

**WHEREAS**, City desires to have on-call engineering services for Geotechnical Engineering, Material Testing and Inspection Services Yearly Contract; and

**WHEREAS**, Engineer has submitted a proposal for the on-call engineering services and standard hourly rates and expenses to perform said services; and **WHEREAS**, City desires to enter into an agreement with Engineer to perform the services as aforementioned; and

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

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

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

Engineer shall provide the following professional engineering services to the City on an on-call basis ("On-Call Services"):

1. Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
2. Construction materials testing such as soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
3. Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
4. Laboratory testing such as soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
5. Provide necessary support equipment to carry out required procedures.

Engineer acknowledges this contract will not exclude firms from working with Contractors to perform quality control testing. As such, the City will award the contract to two firms to avoid any conflict of interest between the City and Contractor and to ensure adequate coverage when the City has multiple projects underway. Which firm is contacted to perform work on any given project shall be at the sole discretion of the City. Under no circumstance will the City select the same firm providing quality control testing for the contractor.

**ARTICLE II  
SERVICES TO BE PROVIDED BY ENGINEER BY MODIFICATION OR  
MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Engineer to provide professional engineering services beyond those services authorized in Article I above. In the event Engineer is engaged to provide additional services, City and Engineer shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Engineer and City, (b) compensation to the Engineer for services to be provided, (c) required deliverables or products from the Engineer to the City, and (d) completion times for said services. The compensation to be paid Engineer pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Engineer first entering into a written modification.

**ARTICLE III  
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Engineer shall provide a monthly written statement of all On-Call Services provided in the preceding month to the City's Construction Manager.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

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

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Engineer through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.

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

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Purchase Order Number issued by the City, if applicable.
4. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
5. Report of monthly progress describing the services completed to date and projected completion time for the work.
6. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

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

#### **ARTICLE V TERM**

The term of this Agreement shall be a one (1) year period from \_\_\_\_\_ through \_\_\_\_\_. The agreement will automatically renew unless the City or the engineer at their discretion chose to terminate, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or any renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Engineer shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

#### **ARTICLE VI INSURANCE**

##### **A. CERTIFICATE OF INSURANCE**

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

##### **B. NOTICE OF CLAIM**

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

C. INDUSTRY RATING

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

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Engineer shall either:

Cover all sub-consultants in the Engineer's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

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

F. PROFESSIONAL LIABILITY

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

H. AUTOMOBILE LIABILITY

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

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

Limits:

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

I. WORKERS' COMPENSATION

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII  
 MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Engineer and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

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

- O. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional Engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- Q. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- R. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- S. **ANTI-DISCRIMINATION CLAUSE:** Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- T. **DELAY IN PERFORMANCE:** Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- U. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.



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

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

and notices to Engineer shall be addressed to:

Terracon Consultants, Inc.  
13910 W 96<sup>th</sup> Terrace  
Lenexa, KS 66215

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

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

Reserved.

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

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

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**ENGINEER:**

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

ATTEST:

\_\_\_\_\_

## Breakdown of Fees Terracon Fee Schedule

### PERSONNEL AND EQUIPMENT

Item 1. (1215)	Services of Technician .....	52.00/hour *
Item 2. (1210)	Services of Senior Technician .....	59.00/hour *
Item 3. (1275)	Services of Structural Steel Technician.....	85.00/hour *
Item 4. (1650)	Services of Two Man Coring Crew.....	140.00/hour*
Item 5. (1654)	Core Bit Wear Charge .....	2.50/inch
Item 6.	Services of Two Man Drill Crew (Truck Mount Rig).....	215.00/hour**
Item 7.	Services of Two Man Drill Crew (ATV/Track Mount Rig).....	225.00/hour**
Item 8. (1150)	Services of Field Engineer/Geologist.....	85.00/hour
Item 9. (1155)	Services of Project Manager/Staff Engineer.....	112.00/hour
Item 10.(1110)	Services of Licensed Professional Engineer .....	150.00/hour
Item 11.(1622)	Concrete Cylinder Pickup (labor only).....	45.00/trip
Item 12.(1623)	Vehicle Charge (Destination within Lee’s Summit).....	20.00/trip
Item 13.	Vehicle Charge (Destination outside of Lee’s Summit).....	Negotiated
Item 14.	Mobilization (Truck Mounted Drill Rig) .....	3.60/mi
Item 15.	Mobilization (ATV/Track Mounted Drill Rig).....	4.63/mi
Item 16.(1663)	Maturity Meter Probes .....	51.00/each

### CONCRETE AND MASONRY

Item 1. (3324)	Compressive Strength of 4” x 8” Cylinder (ASTM C 39) (Cylinders stripped and cured but not tested will be charged).....	14.00/each ***
Item 2. (3355)	Compressive Strength of Concrete Cores .....	17.00/each
Item 3. (4007)	Compressive Strength of Grout 3” X 6” Prism (NCMA – TEK 234) .....	17.00/each
Item 4. (4009)	Compressive Strength of 2” Cube or 3” x 6” cylinder.....	17.00/each
Item 5. (4002)	Compressive Strength and Dimensions of CMU (Min. of 3)(ASTM C 140) ....	61.00/each
Item 6. (4001)	Net Area, Unit Weight, Moisture Content and Absorption of CMU.....	76.50/each
Item 7. (4004)	Compressive Strength of CMU Prisms (2-block non-grouted).....	125.00/each
Item 8.	Freeze Thaw of Concrete Prisms.....	1375.00/set of 3
Item 9.	Core Thickness and Density Measurement.....	10.00/each
Item 10.	Split Tensile Strength (Cylinder or Core)(up to 12” in length) .....	51.00/each
Item 11.	Split Tensile Strength (Cylinder or Core)(>12” in length).....	76.50/each

### ASPHALT AND AGGREGATE

Item 1. (3032)	Aggregate Gradation .....	75.00/each
Item 2. (2501)	Binder Content and Gradation .....	130.00/each
Item 3. (2515)	Maximum Theoretical (Rice) Density .....	130.00/each
Item 4. (2504)	Marshall Stability Flow and Density (already mixed) (ASTM D 1559) .....	140.00/3 plugs
Item 5. (3040)	LA Abrasion (clean stone).....	130.00/each
Item 6. (3054)	Percent Shale and Sticks.....	62.00/each
Item 7. (3055)	Percent Clay Lumps and Friable.....	62.00/each
Item 8. (3056)	Percent Flat and Elongated Particle (3 sizes) .....	205.00/each
Item 9. (1649)	Core Thickness and Density Measurement.....	10.00/each

## Breakdown of Fees Terracon Fee Schedule

**SOILS**

Item 1. (2001)	Atterberg Limits Determination (LL, PL) .....	56.00/test
Item 2. (2039)	Standard Proctor (ASTM D 698).....	135.00/each
Item 3. (2040)	Standard Proctor Aggregate (ASTM D 698) .....	155.00/each
Item 4. (2045)	Standard Proctor Fly Ash Treated (2-hr delay) (ASTM D 698).....	185.00/each
Item 5. (2053)	Relative Density.....	265.00/each
Item 6. (2003)	Grain Size Analysis (Hydrometer and Sieve) .....	105.00/each
Item 7. (2506)	Laboratory Density of Soils .....	10.00/test
Item 8. (2505)	Natural Moisture Content of Soils .....	5.00/each

\* Increase hourly rate by 1.5 for services provided on Saturday, in excess of 9 hours per day and/or Monday through Friday before 7:00 A.M. or after 7:00 P.M. Increase hourly rate by 2.0 for services provided on Sundays or Holidays with a minimum charge of 8 hours. Hourly charges will be billed portal to portal in 0.5 hour increments.

\*\* A minimum charge of 6 hours applies to drilling services. Increase hourly rate by 1.2 for services provided on Saturday, in excess of 9 hours per day and/or Monday through Friday before 7:00 A.M. or after 7:00 P.M. Increase hourly rate by 1.7 for services provided on Sundays or Holidays. Hourly charges will be billed portal to portal in 0.5 hour increments. Additional charges will apply for consumables and items installed in borings (bentonite holeplug, piezometers, instrumentation, etc.). Additional surcharges may apply for drilling in high hazard or contaminated sites.

\*\*\* 6X12 cylinders can be provided if specified by the designer for an additional charge of \$2.00 per cylinder. A \$15.00 per cylinder preparation fee will be charge for specimens made by others requiring correction to meet ASTM requirements for plane and true.

## REQUEST FOR QUALIFICATIONS for GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES YEARLY CONTRACT RFQ NO. 2018-302

The City of Lee's Summit is requesting electronically submitted Statements of Qualifications for the above-referenced project.

Interested firms **must** upload their Statement of Qualifications into the Public Purchase E-procurement system prior to the closing date of March 23, 2018, 5:00 PM (Central Daylight Savings Time)

City of Lee's Summit, Public Work Engineering  
Attention: George Binger, City Engineer/Deputy Director  
220 S.E. Green Street  
Lee's Summit, MO 64063  
816-969-1800

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the closing date and time of this RFQ. All addendums must be signed and included with electronic submittal.

Interested firms, or groups of firms, should prepare a response that addresses the following information:

- Experience and availability of key personnel;
- Experience on similar projects;
- Project Approach/Work Plan; and
- Critical Issues and Approaches to Solutions.

The submittals must be double-sided on standard letter-size paper (8.5" x 11") having a minimum font size of eleven (11) points and is no more than three (3) actual sheets of paper in length. Each of the three sheets of paper shall be numbered front and back as page one (1) through six (6). Up to two (2) additional double-sided sheets of paper, numbered front and back as page one (1) through four (4), may be submitted in an attached appendix and may be up to 11" x 17" in size. In addition, a single-sided **one page cover letter** should be submitted, **which includes the name, title, email address and phone number of the point of contact person** for the engineer. The required signed Work Authorization Affidavit and the E-Verify program's Memorandum of Understanding must be included in your submittal; however they are not part of the maximum page requirement. A selection committee will evaluate the submittals based on the above criteria and notify two selected firms. **At this time the City does not anticipate holding interviews; however we reserve the right to if deemed necessary after all submittals are reviewed.**

This contract will not exclude firms from working with Contractors to perform quality control testing. As such, the City will award the contract to two firms to avoid any conflict of interest between the City and Contractor and to ensure adequate coverage when the City has multiple projects underway. Which firm is contacted to perform work on any given project shall be at the sole discretion of the City. Under no circumstance will the City select the same firm providing quality control testing for the contractor.

The selected firms will be expected to sign the City of Lee's Summit's standard contract. For a copy of the standard contract, please contact the Project Manager listed below. If the Consultant team is unable to sign the contract, or requests modifications, please indicate so briefly in the cover letter and submit a separate letter detailing any issue(s) with the standard contract.

### **Schedule**

Electronically Submitted Statement of Qualifications Due:	<b>March 23, 2018 5:00 PM CDT</b>
Selection Committee Meeting:	<b>March 28, 2018</b>
Firms Notified for Selection:	<b>March 30, 2018</b>

### **General Scope of Services**

The City of Lee's Summit is seeking submittals from qualified firms/providers to provide Geotechnical and Materials Engineering Services to establish a yearly contract on an as needed basis. Respondents must be capable of providing the services of a certified lab and certified technicians in accordance with the Missouri LPA Manual.

Potential services will include but not be limited to the following activities:

- Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
- Construction materials testing such as soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
- Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
- Laboratory testing such as soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
- Provide necessary support equipment to carry out required procedures.

**Questions**

For questions regarding this project, please contact:

***Michael Anderson, Construction Manager***

Public Works Department  
City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063  
Phone: (816) 969-1800

Email: [Michael.Anderson@cityofls.net](mailto:Michael.Anderson@cityofls.net)

This Request for Qualifications (RFQ) is an invitation by the City for interested Design Professionals to submit qualifications, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid. Submittal of qualifications does not create any right in or expectation to a contract with the City. The City reserves the right to reject any and all RFQ's.

Section 285.530, RSMo, affects all services provided in excess of \$5,000.00. This Section refers to the prohibition of employment of unauthorized aliens and requires participation in a Federal work authorization program. This law went into effect on January 1, 2009.

You are required to fill out and return with your submittal of qualifications the enclosed Work Authorization Affidavit and provide documentation evidencing current enrollment in a federal work authorization Program, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding, The required documentation must be from the federal work authorization program provider. Letters from contractors reciting compliance is not sufficient. E-verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the Contractor.





## Packet Information

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**File #:** BILL NO. 18-72, **Version:** 1

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AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-2 TO KANSAS CITY TESTING AND ENGINEERING, L.L.C. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

### Issue/Request:

AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-2 TO KANSAS CITY TESTING AND ENGINEERING, L.L.C. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

### Key Issues:

The City uses on-call geotechnical construction, material testing and inspection services to support several departments.

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

Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.

Construction materials testing services to include, but not limited to, soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.

Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.

Laboratory testing services to include, but not limited to, soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.

Provide necessary support equipment to carry out required procedures.

### Proposed City Council Motion:

I move for a second reading of AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-2 TO KANSAS CITY TESTING AND ENGINEERING, L.L.C. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

### Background:

Establishing an On-call Geotechnical Construction, Material Testing and Inspection Services Yearly Contract streamlines the process and provides various City departments the ability to obtain professional services of this nature on projects as they arise. This RFQ

will be awarded to two separate consultants to avoid any conflict of interest in the event one consultant represents an engineering or construction company in which the City is engaged.

The services are being provided primarily on the City's capital projects. Funding for the testing is included in the capital project budgets. The material testing portion of this contract will also be used for the confirmation that soil, asphalt, and concrete used in public infrastructure portions of development projects conforms to City specifications. These tests are funded from the Private Development Professional Fees account included in various departments' annual budget. The term of the proposed contract is for one year with the option to renew for up to three-one year renewal periods. This contract is being awarded to two firms. This is to eliminate any conflict of interest should the City's on call consultant be providing quality control for the contractor.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-2 TO KANSAS CITY TESTING AND ENGINEERING, L.L.C. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

Committee Recommendation: The April 17, 2018 Public Works Committee meeting was cancelled.

## **BILL NO. 18-**

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AN ORDINANCE APPROVING AWARD OF RFQ 2018-302-2 TO KANSAS CITY TESTING AND ENGINEERING, L.L.C. FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES; A ONE-YEAR CONTRACT WITH THREE POSSIBLE ONE-YEAR RENEWAL OPTIONS.

WHEREAS, The City uses on-call geotechnical construction, material testing and inspection services to support several departments; and,

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

WHEREAS, Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports; and,

WHEREAS, Construction materials testing services to include, but not limited to, soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel; and,

WHEREAS, Building Construction Special Inspection Services as required by the 2012 International Building Code, Chapter 17; or later edition as adopted by the Codes Administration Department; and,

WHEREAS, Laboratory testing services to include, but not limited to, soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, sheer strengths, pavement, roofing; and,

WHEREAS, Provide necessary support equipment to carry out required procedures.

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

SECTION 1. That the agreements for professional engineering services for geotechnical construction, material testing and inspection services yearly contract (RFQ No. 2018-302-2) by and between the City of Lee's Summit, Missouri and Kansas City Testing and Engineering, L.L.C. for the purpose of geotechnical engineering and material testing services, true and accurate copies attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

**BILL NO. 18-**

---

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

ATTEST:

\_\_\_\_\_  
Mayor *W. A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
Mayor *W. A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of I / P  
*Nancy K. Yendes*

**ON-CALL AGREEMENT FOR  
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES  
YEARLY CONTRACT (RFQ NO. 2018-302-2)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Kansas City Testing & Engineering, L.L.C. (hereinafter "Engineer/").

**WITNESSETH:**

**WHEREAS**, City desires to have on-call engineering services for Geotechnical Engineering, Material Testing and Inspection Services Yearly Contract; and

**WHEREAS**, Engineer has submitted a proposal for the on-call engineering services and standard hourly rates and expenses to perform said services; and **WHEREAS**, City desires to enter into an agreement with Engineer to perform the services as aforementioned; and

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

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

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

Engineer shall provide the following professional engineering services to the City on an on-call basis ("On-Call Services"):

1. Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
2. Construction materials testing such as soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
3. Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
4. Laboratory testing such as soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
5. Provide necessary support equipment to carry out required procedures.

Engineer acknowledges this contract will not exclude firms from working with Contractors to perform quality control testing. As such, the City will award the contract to two firms to avoid any conflict of interest between the City and Contractor and to ensure adequate coverage when the City has multiple projects underway. Which firm is contacted to perform work on any given project shall be at the sole discretion of the City. Under no circumstance will the City select the same firm providing quality control testing for the contractor.

**ARTICLE II  
SERVICES TO BE PROVIDED BY ENGINEER BY MODIFICATION OR  
MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Engineer to provide professional engineering services beyond those services authorized in Article I above. In the event Engineer is engaged to provide additional services, City and Engineer shall enter into a written modification or memorandum of authorization describing (a) the scope of services to be provided by Engineer and City, (b) compensation to the Engineer for services to be provided, (c) required deliverables or products from the Engineer to the City, and (d) completion times for said services. The compensation to be paid Engineer pursuant to any supplemental agreement or memorandum of authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Engineer first entering into a written modification.

**ARTICLE III  
LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Engineer shall provide a monthly written statement of all On-Call Services provided in the preceding month to the City's Construction Manager.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

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

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Engineer through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.

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

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Purchase Order Number issued by the City, if applicable.
4. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
5. Report of monthly progress describing the services completed to date and projected completion time for the work.
6. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

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

#### **ARTICLE V TERM**

The term of this Agreement shall be a one (1) year period from \_\_\_\_\_ through \_\_\_\_\_. The agreement will automatically renew unless the City or the engineer at their discretion chose to terminate, for three (3) additional one-year periods. Three (3) months prior to expiration of the initial term or any renewal term of this Agreement, Service Provider shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Engineer shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

#### **ARTICLE VI INSURANCE**

##### **A. CERTIFICATE OF INSURANCE**

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

##### **B. NOTICE OF CLAIM**

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

C. INDUSTRY RATING

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

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Engineer shall either:

Cover all sub-consultants in the Engineer's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

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

F. PROFESSIONAL LIABILITY

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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



H. AUTOMOBILE LIABILITY

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

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

Limits:

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

I. WORKERS' COMPENSATION

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Engineer and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

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

- O. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional Engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- Q. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- R. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- S. **ANTI-DISCRIMINATION CLAUSE:** Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- T. **DELAY IN PERFORMANCE:** Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
- U. **NO THIRD-PARTY RIGHTS:** The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

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

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

and notices to Engineer shall be addressed to:

Kansas City Testing & Engineering, L.L.C.  
1308 Adams Street  
Kansas City, KS 66103

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

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

Reserved.

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

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

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

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

**ENGINEER:**

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

ATTEST:

\_\_\_\_\_



## **EXHIBIT A**

Unit Rate Schedule

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

GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES YEARLY CONTRACT

**FY 2018**

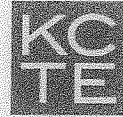


EXHIBIT A Page 1

**UNIT RATES - LEE'S SUMMIT, MISSOURI ANNUAL CONTRACT**

Effective For FY 2018 Contract

**Construction Materials Testing Field Services**

Senior Technician (Special Inspection or MoDOT)		\$54.00/hr
Technician Concrete, Soil and Asphalt Testing		\$50.00/hr
Structural Steel Technician		\$85.00/hr
CWI		\$90.00/hr
Nuclear Density Gauge		\$25.00/day
2-man Coring Crew		\$100.00/hr
Field Engineer/Geologist		\$85.00/hr
Project Manager (by request only)		\$95.00/hr
Senior Engineer P.E. (by request only)		\$125.00/hr
Vehicle Charge (within Lee's Summit)		\$30.00
Vehicle Charge (outside Lee's Summit)		.65/mile
Floor Slab RH Testing - ICRI Certified	5 probes or fewer	\$150/ea
Floor Slab RH Testing - ICRI Certified	More than 5 probes	*
CaCL Vapor Emission Testing Kits/with pH		\$55.00/ea
CaCL Vapor Emission Testing - ICRI Certified Tech		\$52.00/hr
Gmax Athletic Field Turf Testing	per field/per testing episode	\$575.00/ea
Professional Engineer or Geologist (P.E. or P.G.)	for consulting	\$105.00/hr
Senior Engineer P.E. (by request only)	for consulting	\$135.00/hr
<b>Project Management, Supervision, Reporting</b>	<b>Percentage of other fees</b>	<b>12%**</b>
* Available on request. Cost per probe less at higher volume		
** Applies to field and laboratory work not related to geotechnical reports		



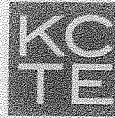


EXHIBIT A Page 2

**UNIT RATES - LEE'S SUMMIT, MISSOURI ANNUAL CONTRACT**

Effective for FY 2018 Contract

**Construction Materials Testing Laboratory Services**

**Concrete and Masonry**

Compressive Strength of 4" x 8" Cylinder	ASTM C39	\$15.00/ea
Compressive Strength of Concrete Cores	ASTM C42	\$26.00/ea
Compressive Strength of Grout 3" x 6" prism	ASTM C1019	\$26.00/ea
Compressive Strength of 2" Cube	ASTM C270	\$16.00/ea
Compressive Strength and Dimensions of CMU	ASTM C140	\$52.00/ea
Net Area, Unit Weight and Absorption of CMU	ASTM C140	\$52.00/ea
Compressive Strength of CMU Prisms (ungrouted)	ASTM C1314	\$75.00/ea
Freeze Thaw of Limestone Prisms	Cutting not included	\$200.00/test
Freeze/Thaw	ASTM C666	\$2500.00/set
<b>Soil and Aggregate</b>		\$125.00/hr
Standard Proctor Test	ASTM D 698	\$180.00/ea
Atterberg Limits	ASTM D4318	\$85.00/ea
Standard Proctor - Fly Ash or Lime Treated (Delay)	ASTM D 698	\$200.00/ea
Relative Density	ASTM D4253/4254	\$200.00/ea
Grain Size Analysis (Through #200)	ASTM C136	\$85.00/ea
Grain Size Analysis - Hydrometer and Sieve	ASTM D422	\$200.00/ea
LA Abrasion	ASTM C131	\$150.00/ea
Soundness	ASTM C88	\$200.00/ea
Light Weight Particles	ASTM C123	\$85.00/ea
Flat and Elongated	ASTM D4791	\$85.00/ea
ASR Testing	ASTM C1260/1567	\$750.00/ea
#200 Wash	ASTM D1140 or C117	\$15.00/ea
<b>Asphaltic Concrete</b>		
Core Density	ASTM D2726	\$26.00/ea
Binder Content and Gradation	ASTM D6307	\$160.00/ea
Marshall Density, Stability, Flow	ASTM D1559	\$140.00
Theoretical Max Density	Rice	

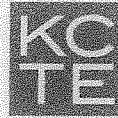


EXHIBIT A Page 3

**UNIT RATES - LEE'S SUMMIT, MISSOURI ANNUAL CONTRACT**

Effective for FY 2018 Contract

**Laboratory Testing - Soil Mechanics**

Moisture Content	ASTM D 2216	\$5.00
Moisture Content & Bulk Density	ASTM D 2216 & D 2937	\$10.00
Atterberg Limits (3 points)	ASTM D 4318	\$85.00
Shrinkage Limit	ASTM D 4318	\$65.00
Specific Gravity - soil	ASTM D 4943	\$50.00
Grain Size Analysis, 3-inch to <No. 200 sieve	ASTM D 6913	\$85.00
Grain Size Analysis, 3/4-inch to <No. 200 sieve	ASTM D 6913	\$65.00
Grain Size Analysis, % fines, <No. 200 sieve only	ASTM 1140	\$50.00
Hydrometer Analysis	ASTM D 422	\$200.00
Organic Matter Content	ASTM D 2974	\$50.00
Hydraulic Conductivity (soil) - Falling Head	ASTM D 5084	\$350.00
Hydraulic Conductivity (soil) - Constant Head	ASTM D 2434	\$400.00
Consolidation Test	ASTM D 2435	\$325.00
Swell/Settlement Consolidation Test, Method A	ASTM D 4546	\$400.00
Swell/Settlement Consolidation Test, Method B	ASTM D 4546	\$100.00
Swell/Settlement Consolidation Test, Method C	ASTM D 4546	\$425.00
Denver Swell (modified Chen Method)	Pre-2008 D 4546 Method B	\$125.00
Unconfined Compressive Strength Test-soil	ASTM D 2166	\$65.00
Unconfined Compressive Strength Test-rock (peak)	ASTM D 7012, Method C	\$85.00
Triaxial Shear - Unconsolidated Undrained (per point)	ASTM D 2850	\$175.00
Triaxial Shear - Consolidated Undrained (per point)	ASTM D 4767	\$400.00
Triaxial Shear - Consolidated Drained (per point)	USACOE Method	\$600.00



EXHIBIT A Page 4

**UNIT RATES - LEE'S SUMMIT, MISSOURI ANNUAL CONTRACT**

Effective for Fiscal Year 2018

**Geotechnical Services**

Senior Engineer	hour	\$135.00
Project Engineer	hour	\$110.00
Staff/Field Engineer	hour	\$85.00
Senior Geologist	hour	\$100.00
Project Geologist	hour	\$80.00
Staff/Field Geologist	hour	\$65.00
Mobilization of Drilling Equipment (w/in 100 miles RT)	lump sum	\$400.00
Drill Crew and Rig Standby	hour	\$150.00
Boring Layout	hour	\$100.00
Drill Crew Per Diem	each	\$200.00
Soil Drilling and SPT Sampling - 0' to 20'	foot	\$11.00
Soil Drilling and SPT Sampling - 21' to 40"	foot	\$12.00
Soil Drilling and SPT Sampling - 41' to 60'	foot	\$14.00
Soil Drilling and SPT Sampling - 61' to 80'	foot	\$17.00
Soil Drilling and SPT Sampling - 81' to 100'	foot	\$21.00
Shelby tube sample	each	\$12.00
Auger Probe - no sampling - 0' to 30'	foot	\$9.00
Auger Probe - no sampling - 31' to 60'	foot	\$10.00
Auger Probe - no sampling - 61' to 90'	foot	\$12.00
Pavement Core and Patch	each	\$75.00
Mud Rotary Drilling Set Up	each	\$85.00
Mud Rotary Drilling - 0' to 20'	foot	\$13.00
Mud Rotary Drilling - 21' to 40'	foot	\$15.00
Mud Rotary Drilling - 41' to 60'	foot	\$17.00
Mud Rotary Drilling - 61' to 80'	foot	\$20.00
Mud Rotary Drilling - 81' to 100'	foot	\$23.00
Rock Coring Set Up	each	\$85.00
Rock Coring - NQ size - 0' to 20'	foot	\$34.00
Rock Coring - NQ size - 21' to 40'	foot	\$36.00
Rock Coring - NQ size - 41' to 60'	foot	\$38.00
Rock Coring - NQ size - 61' to 80'	foot	\$42.00
Rock Coring - NQ size - 81' to 100'	foot	\$46.00
Grout boreholes	foot	\$6.00
Temporary Piezometer	each / foot	\$150 / \$13
Settlement Monitoring Device Installation	each / foot	\$250 / \$10
Field Resistivity (Werner 4-Pin Method)	location	\$200.00
Field Vane Shear Testing	each	\$50.00

## REQUEST FOR QUALIFICATIONS for GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES YEARLY CONTRACT RFQ NO. 2018-302

The City of Lee's Summit is requesting electronically submitted Statements of Qualifications for the above-referenced project.

Interested firms **must** upload their Statement of Qualifications into the Public Purchase E-procurement system prior to the closing date of **March 23, 2018, 5:00 PM (Central Daylight Savings Time)**

**City of Lee's Summit, Public Work Engineering  
Attention: George Binger, City Engineer/Deputy Director  
220 S.E. Green Street  
Lee's Summit, MO 64063  
816-969-1800**

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the closing date and time of this RFQ. All addendums must be signed and included with electronic submittal.

Interested firms, or groups of firms, should prepare a response that addresses the following information:

- Experience and availability of key personnel;
- Experience on similar projects;
- Project Approach/Work Plan; and
- Critical Issues and Approaches to Solutions.

The submittals must be double-sided on standard letter-size paper (8.5" x 11") having a minimum font size of eleven (11) points and is no more than three (3) actual sheets of paper in length. Each of the three sheets of paper shall be numbered front and back as page one (1) through six (6). Up to two (2) additional double-sided sheets of paper, numbered front and back as page one (1) through four (4), may be submitted in an attached appendix and may be up to 11" x 17" in size. In addition, a single-sided **one page cover letter** should be submitted, **which includes the name, title, email address and phone number of the point of contact person** for the engineer. The required signed Work Authorization Affidavit and the E-Verify program's Memorandum of Understanding must be included in your submittal; however they are not part of the maximum page requirement. A selection committee will evaluate the submittals based on the above criteria and notify two selected firms. **At this time the City does not anticipate holding interviews; however we reserve the right to if deemed necessary after all submittals are reviewed.**

This contract will not exclude firms from working with Contractors to perform quality control testing. As such, the City will award the contract to two firms to avoid any conflict of interest between the City and Contractor and to ensure adequate coverage when the City has multiple projects underway. Which firm is contacted to perform work on any given project shall be at the sole discretion of the City. Under no circumstance will the City select the same firm providing quality control testing for the contractor.

The selected firms will be expected to sign the City of Lee's Summit's standard contract. For a copy of the standard contract, please contact the Project Manager listed below. If the Consultant team is unable to sign the contract, or requests modifications, please indicate so briefly in the cover letter and submit a separate letter detailing any issue(s) with the standard contract.

### **Schedule**

Electronically Submitted Statement of Qualifications Due:	<b>March 23, 2018 5:00 PM CDT</b>
Selection Committee Meeting:	<b>March 28, 2018</b>
Firms Notified for Selection:	<b>March 30, 2018</b>

### **General Scope of Services**

The City of Lee's Summit is seeking submittals from qualified firms/providers to provide Geotechnical and Materials Engineering Services to establish a yearly contract on an as needed basis. Respondents must be capable of providing the services of a certified lab and certified technicians in accordance with the Missouri LPA Manual.

Potential services will include but not be limited to the following activities:

- Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.
- Construction materials testing such as soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel.
- Building Construction Special Inspection Services as required by the 2012 International Building Code, section 1704; or later edition as adopted by the Codes Administration Department.
- Laboratory testing such as soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, shear strengths, pavement, roofing.
- Provide necessary support equipment to carry out required procedures.

## Questions

For questions regarding this project, please contact:

***Michael Anderson, Construction Manager***

Public Works Department  
City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063  
Phone: (816) 969-1800

Email: [Michael.Anderson@cityofls.net](mailto:Michael.Anderson@cityofls.net)

This Request for Qualifications (RFQ) is an invitation by the City for interested Design Professionals to submit qualifications, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid. Submittal of qualifications does not create any right in or expectation to a contract with the City. The City reserves the right to reject any and all RFQ's.

Section 285.530, RSMo, affects all services provided in excess of \$5,000.00. This Section refers to the prohibition of employment of unauthorized aliens and requires participation in a Federal work authorization program. This law went into effect on January 1, 2009.

You are required to fill out and return with your submittal of qualifications the enclosed Work Authorization Affidavit and provide documentation evidencing current enrollment in a federal work authorization Program, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding, The required documentation must be from the federal work authorization program provider. Letters from contractors reciting compliance is not sufficient. E-verify, <http://www.dhs.gov/everify>, is a FREE Internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the Contractor.

