



## The City of Lee's Summit

### Draft Agenda

#### Public Works Committee

Monday, October 11, 2021

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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Notice is hereby given that the Public Works Committee for the City of Lee's Summit will meet in Regular Session on Monday, October 11, 2021, at 5:00 pm in person and via video conference as provided by Section 2-50 of the City of Lee's Summit Code of Ordinances, adopted by the City Council on June 15, 2021, Ordinance No. 9172.

Persons wishing to comment on any item of business on the agenda via video conference may do so by sending a request prior to 12:00 p.m. on Monday, October 11, 2021, to the City Clerk at [clerk@cityofls.net](mailto:clerk@cityofls.net) to attend the meeting on the video conferencing platform. The City Clerk will provide instructions regarding how to attend by this method.

The meeting may be viewed on the City website at [www.WatchLS.net](http://www.WatchLS.net), and various cable providers (Spectrum channel 2, Google TV channel 143, AT&T U-Verse channel 99 and Comcast channel 7) for those whose cable providers carry the City of Lee's Summit meetings.

**1. Call to Order**

**2. Roll Call**

**3. Approval of Agenda**

**4. Public Comments**

**5. Presentations**

- A. [2021-4426](#) Introduction of Public Works Administrative Support Staff

**Presenter:** Sarah Shore, Public Works Administration Manager

**6. Business**

- A. [2021-4394](#) Approval of the September 13, 2021, Public Works Committee Action Letter.

- B. [TMP-2036](#) An Ordinance awarding the bid for Project No. 438-2 for the Water Main Replacement FY21 - Highway 350 Crossing from Pryor Road to Blue Pkwy Project to Wiedenmann, Inc. in the amount of \$398,706.00 and authorizing the City Manager to execute an agreement for the same.

**Presenter:** Jeff Thorn, Deputy Director, Water Utilities

- C. [TMP-2055](#) An Ordinance approving the award of RFQ No. 2021-076 for professional engineering services for a Stormwater Utility Rate and Implementation Study to Black & Veatch Management Consulting, LLC, for an amount not to exceed \$457,662.00, and authorizing the City Manager to execute an agreement for the same.

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

- D. [TMP-2054](#) An Ordinance approving Modification No. 2 to an Agreement for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046), between the City of Lee's Summit, Missouri, and TranSystems Corporation, for an increase of \$199,791 with an amended not to exceed amount of \$1,379,103, and authorizing the City Manager to execute an agreement for the same.

**Presenter:** Jackie White, Senior Staff Engineer

- E. [TMP-2001](#) An Ordinance approving Addendum No. 12 to an On-Call Agreement for professional engineering services with HDR Engineering, Inc. (Original RFQ No. 2020-030-1) for the Facilities Asset Management Plan Phase 3, Part 2, for a not to exceed amount of \$68,225.00, and authorizing the City Manager to enter into an agreement for the same.

**Presenter:** Jeff Thorn PE, Deputy Director, Water Utilities

- F. [TMP-2043](#) An Ordinance approving Modification No. 4 to an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-3221) between the City of Lee's Summit, Missouri, and Wilson & Company, Inc., for an increase of \$111,000 for the amended basic services, with an amended not to exceed amount of \$524,032.00, and authorizing the City Manager to execute an agreement for the same.

**Presenter:** Craig Kohler, P.E., Senior Staff Engineer

- G. [TMP-2053](#) An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances of the City of Lee's Summit, Missouri, by amending Appendix B to Section 29-382; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

**Presenter:** Erin Ralovo, Public Works, Staff Engineer

- H. [TMP-2058](#) An Ordinance approving Change Order No. 2 to an agreement for the sanitary small main replacement project between the City of Lee's Summit, Missouri, and Wiedenmann, Inc., for an increase of \$38,132.40 with an amended agreement price of \$1,527,635.97 and authorizing the City Manager to execute an agreement for the same.

**Presenter:** Michael Anderson, Deputy Director of Public Works

- I. [TMP-2059](#) An Ordinance approving Change Order No. 1 to the agreement with Infrastructure Solutions, LLC. for the Delta School Road Stormwater Improvements project, an increase of \$103,163.59 for a revised agreement price of \$1,196,443.59 and authorizing the City Manager to enter into an agreement for the same.

**Presenter:** Michael Anderson, Deputy Director of Public Works

- J. [TMP-2061](#) An Ordinance authorizing the First Amendment To Real Property and Tower Site Lease by and between the City of Lee's Summit, Missouri, and T-Mobile Central, LLC adjusting equipment mounting locations for telecommunication equipment installed on the City's water storage tower located at 1251 SE Ranson Road and authorizing the Mayor to enter into an agreement for the same.

**Presenter:** Jeff Thorn, Deputy Director Water Utilities

## 7. Presentations

- A. [2021-4361](#) Snow Plan Service Level

**Presenter:** Shawn Graff, Assistant Director of Public Works Operations

## 8. Roundtable

- A. [2021-4433](#) Update Report regarding NW Olive Street and NW Orchard Street Stormwater Issues

**Presenter:** George Binger, City Engineer

## 9. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

## Packet Information

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**File #:** 2021-4426, **Version:** 1

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Introduction of Public Works Administrative Support Staff

Sarah Shore, Public Works Administration Manager

## Packet Information

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**File #:** 2021-4394, **Version:** 1

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Approval of the September 13, 2021, Public Works Committee Action Letter.

Proposed Committee Motion:

I move for approval of the Action Letter dated September 13, 2021.

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

Monday, September 13, 2021

5:00 PM

City Council Chambers  
and Via Video Conference  
220 SE Green Street  
Lee's Summit, MO 64063

**\*\*\*AMENDED\*\*\***

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Notice is hereby given that the Public Works Committee for the City of Lee's Summit will meet in Regular Session on Monday, September 13, 2021, at 5:00 pm in person and via video conference as provided by Section 2-50 of the City of Lee's Summit Code of Ordinances, adopted by the City Council on June 15, 2021, Ordinance No. 9172.

Persons wishing to comment on any item of business on the agenda via video conference may do so by sending a request prior to 5:00 p.m. on Friday, September 10, 2021, to the City Clerk at [clerk@cityofls.net](mailto:clerk@cityofls.net) to attend the meeting on the video conferencing platform. The City Clerk will provide instructions regarding how to attend by this method.

The meeting may be viewed on the City website at [www.WatchLS.net](http://www.WatchLS.net), and various cable providers (Spectrum channel 2, Google TV channel 143, AT&T U-Verse channel 99 and Comcast channel 7) for those whose cable providers carry the City of Lee's Summit meetings.

**1. Call to Order**

The September 13, 2021, Public Works Committee meeting was called to order by Chairman DeMoro, at 5:00 p.m. at City Hall, 220 SE Green St., in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall and online.

**2. Roll Call**

**Present:** 4 - Chairperson Fred DeMoro  
Vice Chair Phyllis Edson  
Councilmember Bob Johnson  
Councilmember Hillary Shields

**3. Approval of Agenda**

**A motion was made by Councilmember Shields, seconded by Vice Chair Edson, that the agenda be approved as amended, adding introductions of Public Works employees after public comments. The motion carried by a unanimous 4-0 vote.**

**4. Public Comments**

None

David Lohe, Supervisory Engineer, manages the Engineering Design Team and coordinates engineering activities between Public Works and Water Utilities, as well as Solid Waste. After introducing himself, he then invited the team to introduce themselves individually.

## 5. Business

- A. [2021-4318](#) Approval of the August 9, 2021, Public Works Committee Action Letter.
- A motion was made by Vice Chair Edson, seconded by Councilmember Shields, to approve the Public Works Committee Action Letter dated August 9, 2021. The motion carried by a unanimous 4-0 vote.**

- B. [BILL NO. 21-182](#) An Ordinance approving Modification No. 1 to an agreement for on-call professional planning & engineering services for Phase 2 Master Plan Update for the airport (RFQ No. 2020-067), between the City of Lee's Summit, Missouri, and Crawford, Murphy and Tilly, Inc. for an amended not to exceed amount of \$400,000.00, and authorizing the City Manager to execute an agreement for the same. (PWC 9/13/21)

**A motion was made by Councilmember Shields, seconded by Vice Chair Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**

- C. [BILL NO. 21-183](#) An Ordinance approving a Block Grant Agreement for eligible preliminary project costs towards the preparation of the Airport Master Plan Update - Phase 2 for the Lee's Summit Municipal Airport between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission in the amount of \$381,879.00 and authorizing the Mayor to execute an agreement for the same. (PWC 9/13/21)

**A motion was made by Vice Chair Edson, seconded by Councilmember Shields, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**

- D. [BILL NO. 21-190](#) An Ordinance approving a non-exclusive utility easement in favor of Evergy Inc. for electric energy and communication purposes on land generally located at 701 and 801 NE Main Street, a facility owned and operated by the Lee's Summit Water Utilities Department, and authorizing the Mayor to execute the same by and on behalf of the City. (PWC 9/13/21)

**A motion was made by Councilmember Johnson, seconded by Vice Chair Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**

- E. [BILL NO. 21-191](#) An Ordinance approving the award of RFQ No. 2021-072 for professional engineering services for the Ward and Persels Road Signal Project to Garver, LLC, for an amount not to exceed \$908,560.00, and authorizing the City Manager to execute an agreement for the same. (PWC 9/13/21)

**A motion was made by Councilmember Shields, seconded by Vice Chair Edson, that this**

Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- F. [BILL NO. 21-192](#) An Ordinance approving a Coronavirus Relief Grant Program Agreement for airport operational and maintenance expenses between the City of Lee's Summit, Missouri, and the Missouri Highways and Transportation Commission in the amount of \$23,000.00 and authorizing the Mayor to execute an agreement for the same. (PWC 9/13/21)
- A motion was made by Councilmember Johnson, seconded by Councilmember Shields, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.
- G. [BILL NO. 21-193](#) An Ordinance approving Change Order No. 1 to the agreement with Linaweaver Construction, Inc. for the Lea Drive Stormwater project, an increase of 21 calendar days to the Ward Road closure milestone date and overall project completion date. (PWC 9/13/21)
- A motion was made by Vice Chair Edson, seconded by Councilmember Shields, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.
- H. [BILL NO. 21-194](#) An Ordinance approving the award of RFQ No. 2022-005 to Shaner Appraisals, Inc. dba Valbridge Property Advisors; Keller, Craig & Associates, LLC; and, Bliss Associates, LLC, for on-call appraisal services, and authorizing the City Manager to execute individual agreements of the same for a period of one year with four possible one-year renewal options. (PWC 9/13/21)
- A motion was made by Councilmember Shields, seconded by Vice Chair Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.
- I. [BILL NO. 21-195](#) An Ordinance approving the award of RFP No. 2021-058 to Infrastructure Technologies, LLC d/b/a ITpipes for sewer inspection video software and associated maintenance and authorizing the City Manager to execute the same for the City. (PWC 9/13/21)
- A motion was made by Vice Chair Edson, seconded by Councilmember Johnson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.
- J. [BILL NO. 21-196](#) An Ordinance approving Addendum No. 4 to an On-Call Agreement for Water and Wastewater Professional Engineering Services Yearly Contract with Olsson Associates Inc. (Original RFQ No. 2020-030-2) for tasks associated with Water Tower Re-Coating Construction Phase Services for a not to exceed amount of \$196,008.00, and authorizing the City Manager to enter into an agreement for the same. (PWC 9/13/21)
- A motion was made by Councilmember Johnson, seconded by Councilmember Shields, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.

- K. [BILL NO. 21-197](#) An Ordinance amending Chapter 26, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Lee's Summit, Missouri, regarding management of the rights-of-way with respect to administrative processes and approvals. (PWC 9/13/21)

**A motion was made by Councilmember Shields, seconded by Vice Chair Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**

- L. [BILL NO. 21-198](#) An Ordinance awarding the bid for Project No. 48731483 for the Lee's Summit to Tri-County Water Authority Emergency Water Supply Inter-Connections Project to Beemer Construction Co., Inc. in the amount of \$133,480.00, and authorizing the City Manager to execute an agreement for the same. (PWC 9/13/21)

**A motion was made by Vice Chair Edson, seconded by Councilmember Shields, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**

- M. [BILL NO. 21-199](#) An Ordinance approving the dual award of Bid No. 2021-082 to Lan-Tel Communications Services, LLC and to Martin Underground Construction, Inc. for fiber optic network installation and repair for a one-year term with up to four one-year renewals, and authorizing the City Manager to execute the same. (PWC 9/13/21)

**A motion was made by Councilmember Shields, seconded by Vice Chair Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**

- N. [RES. NO. 21-21](#) A Resolution approving revisions to the City of Lee's Summit Encroachment Policy

**A motion was made by Councilmember Johnson, seconded by Councilmember Shields, that this Resolution be recommended for approval to the City Council. The motion carried by a unanimous 4-0 vote.**

## 6. Roundtable

Michael Park, Director of Public Works, announced the Snow Rodeo and training exercises going on this week at the airport. He welcomed and invited the Committee to attend. He mentioned the luncheon for those volunteering on Friday. Following the lunch will be the final competition.

- A. [2021-4336](#) Summary Report of 2021-2026 Stormwater Management Plan (SWMP)

George Binger, City Engineer, presented the Summary Report of the 2021-2026 Stormwater Management Plan to publicly record that the report has been submitted to the elected officials. It is a requirement of the Missouri Department of Natural Resources permit renewal to note that there was a public hearing process. The permit itself is a 50 page document and the report summarizes what is there for their awareness.

## 7. Adjournment

**Public Works Committee**

**Action Letter - Final**

**September 13, 2021**

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The September 13, 2021, Public Works Committee meeting was adjourned by Chairman DeMoro at 6:23 p.m. at City Hall, 220 SE Green St., City Council Chambers.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "[lsmo.legistar.com](https://lsmo.legistar.com)"

## Packet Information

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**File #:** TMP-2036, **Version:** 1

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An Ordinance awarding the bid for Project No. 438-2 for the Water Main Replacement FY21 - Highway 350 Crossing from Pryor Road to Blue Pkwy Project to Wiedenmann, Inc. in the amount of \$398,706.00 and authorizing the City Manager to execute an agreement for the same.

Issue/Request:

An Ordinance awarding the bid for Project No. 438-2 for the Water Main Replacement FY21 - Highway 350 Crossing from Pryor Road to Blue Pkwy Project to Wiedenmann, Inc. in the amount of \$398,706.00 and authorizing the City Manager to execute an agreement for the same.

Key Issues:

- As directed by the FY21 CIP, there are continued efforts to maintain and strengthen the City's water distribution system.
- Approximately 1,500 LF of existing water main will be replaced and increased in size utilizing a combination of trench and trenchless installation methods under Highway 350 Crossing from Pryor Road to Blue Pkwy (hereinafter "Project No. 438-2").
- The total budget for Project No. 438-2 is funded from the Water Construction and Water Taps Funds.
- PWE issued an advertisement for bids for the construction of Project No. 438-2 on September 1, 2021, in accordance with local policies and state statutes.
- Wiedenmann, Inc. (hereinafter "Contractor") was determined to be the lowest and best bidder by City staff.
- The City desires to enter into an agreement with the Contractor to construct Project No. 438-2.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance awarding the bid for Project No. 438-2 for the Water Main Replacement FY21 - Highway 350 Crossing from Pryor Road to Blue Pkwy Project to Wiedenmann, Inc. in the amount of \$398,706.00 and authorizing the City Manager to execute an agreement for the same.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance awarding the bid for Project No. 438-2 for the Water Main Replacement FY21 - Highway 350 Crossing from Pryor Road to Blue Pkwy Project to Wiedenmann, Inc. in the amount of \$398,706.00 and authorizing the City Manager to execute an agreement for the same.

SECOND MOTION: I move for adoption of an Ordinance awarding the bid for Project No. 438-2 for the Water Main Replacement FY21 - Highway 350 Crossing from Pryor Road to Blue Pkwy Project to Wiedenmann, Inc. in the amount of \$398,706.00 and authorizing the City Manager to execute an agreement for the same.

Background:

This water main project entails replacing an existing 6-inch water main crossing under 350 Highway from NW Pryor Road to NW Blue Pkwy with a new 12-inch main. The project was originally included in the Water Main Replacement FY21 project (Project No. 438-1) but was bid separately to allow additional time for survey and design. After bidding Project No. 438-1 the remaining project budget is \$994,463.00. Based on review by City staff, it is our recommendation to award the construction contract for Water Main Replacement FY21 - Highway 350 Crossing from Pryor Road to Blue Pkwy Project to Wiedenmann, Inc.

Impact/Analysis:

Public Works Engineering advertised for bids for Project No. 438-2 on September 1, 2021. Potential bidders were notified through QuestCDN and on the City website. Four (4) responsive bids were received by the September 28, 2021, bid opening date. Public Works Engineering and Water Utilities staff reviewed the bids and Wiedenmann, Inc. was determined to be the lowest and most responsive bidder.

Timeline:

Estimated construction start date: December 1, 2021 with 90 calendar days to substantial completion (120 calendar days for final completion)

*..Presenter*

Jeff Thorn, Deputy Director, Water Utilities

Recommendation: Staff recommends approval of an Ordinance awarding the bid for Project No. 438-2 for the Water Main Replacement FY21 - Highway 350 Crossing from Pryor Road to Blue Pkwy Project to Wiedenmann, Inc. in the amount of \$398,706.00 and authorizing the City Manager to execute an agreement for the same.

*..Committee Recommendation*

Committee Recommendation:

## **BILL NO. 21-**

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AN ORDINANCE AWARDING THE BID FOR PROJECT NO. 438-2 FOR THE WATER MAIN REPLACEMENT FY21 – HIGHWAY 350 CROSSING FROM PRYOR ROAD TO BLUE PKWY PROJECT TO WIEDENMANN, INC. IN THE AMOUNT OF \$398,706.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, as directed by the FY21 CIP, there are continued efforts to maintain and strengthen the City's water distribution system; and,

WHEREAS, approximately 1,500 linear feet of existing water main will be replaced and increased in size utilizing a combination of trench and trenchless installation methods under Highway 350 Crossing from Pryor Road to Blue Pkwy (hereinafter "Project No. 438-2"); and,

WHEREAS, the total budget for Project No. 438-2 is funded from the Water Construction Fund; and,

WHEREAS, Public Works Engineering issued an advertisement for bids for the construction of Project No. 438-2 on September 1, 2021, in accordance with local policies and state statutes; and,

WHEREAS, Wiedenmann, Inc. (hereinafter "Contractor") was determined to be the lowest and best bidder by City staff; and,

WHEREAS, the City desires to enter into an agreement with the Contractor to construct Project No. 438-2.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri, hereby awards the bid for Project No. 438-2 to the Contractor in the amount of \$398,706.00

SECTION 2. The agreement between the City of Lee's Summit, Missouri, and the Contractor, attached hereto as "Exhibit A" and incorporated by reference, is hereby approved and the City Manager, or designee, is hereby authorized to execute an agreement substantially similar to the same on behalf of the City of Lee's Summit, Missouri.

SECTION 3. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

**BILL NO. 21-**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Ison, Chief Counsel of Infrastructure & Recreation

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

This Agreement is by and between the **City of Lee's Summit, Missouri**, ("Owner") and **Wiedenmann, Inc.**("Contractor").

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

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installation of approximately 1,500 feet of water main, valves, fittings, connections to existing water mains, surface restoration including all materials, labor, equipment, testing, supervision, and any and all other items necessary to complete the work.**

### ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Project No. 438-2: Water Main Replacement FY21 – Highway 350 Crossing from Pryor Road to Blue Pkwy**

### ARTICLE 3—ENGINEER

3.01 The Owner has retained **City of Lee's Summit Public Works Department** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

### ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

## EXHIBIT A TO ORDINANCE

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	\$ 22,000.00	\$ 22,000.00
2	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00
3	Demolition and Removal	LS	1	\$ 5,000.00	\$ 5,000.00
4	Water Line Pipe – 12" PVC	LF	1,529	\$ 100.00	\$ 152,900.00
5	Steel Casing – 24"	LF	150	\$ 1,030.00	\$ 154,500.00
6	Water Line Valve – 12" Butterfly	EA	2	\$ 3,000.00	\$ 3,000.00
7	Air Release Assembly	EA	1	\$ 3,500.00	\$ 3,500.00
8	Pavement Repair	SY	40	\$ 100.00	\$ 4,000.00
9	Curb and Gutter (All Types)	LF	30	\$ 50.00	\$ 1,500.00
10	Sidewalk – Concrete	SY	15	\$ 100.00	\$ 1,500.00
11	Sod	SY	118	\$ 13.00	\$ 1,534.00
12	Hydroseed	LF	1,284	\$ 8.00	\$ 10,272.00

## EXHIBIT A TO ORDINANCE

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
13	Bioswale Restoration	LS	1	\$ 500.00	\$ 500.00
14	Erosion Control	LS	1	\$ 8,500.00	\$ 8,500.00
15	Traffic Control	LS	1	\$ 12,000.00	\$ 12,000.00
<b>Total of all Extended Prices for Unit Price Work</b> (subject to final adjustment based on actual quantities)					<b>\$ 398,706.00</b>

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

### ARTICLE 6—PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
    - b. **100** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

## EXHIBIT A TO ORDINANCE

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

### 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate as specified by Missouri State Statute, RSMo 34-057.

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of **11** sheets with each sheet bearing the following general title: **Water Main Replacement FY21 – Highway 350 Crossing from Pryor Road to Blue Pkwy**
  - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## EXHIBIT A TO ORDINANCE

### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## EXHIBIT A TO ORDINANCE

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

### 8.02 Contractor's Certifications

- A. Pursuant to Section 34.600, RSMo., and to the fullest extent permitted by law, Contractor certifies that it is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

### 8.04 Other Provisions

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

**EXHIBIT A TO ORDINANCE**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

**Owner:**

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

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

Date: \_\_\_\_\_

Name: Stephen A. Arbo

Title: City Manager

Attest: \_\_\_\_\_

Title: City Clerk

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

Designated Representative:

Name: Jeff Thorn

Title: Deputy Director, Water Utilities

Address:  
1200 SE Hamblen Road  
Lee's Summit, MO 64081

Phone: 816.969.1900

Email: \_\_\_\_\_

*(If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**Contractor:**

**Wiedenmann, Inc.**

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

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

Address for giving notices:  
950 North Scott Avenue  
Belton, MO 64012

Designated Representative:

Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

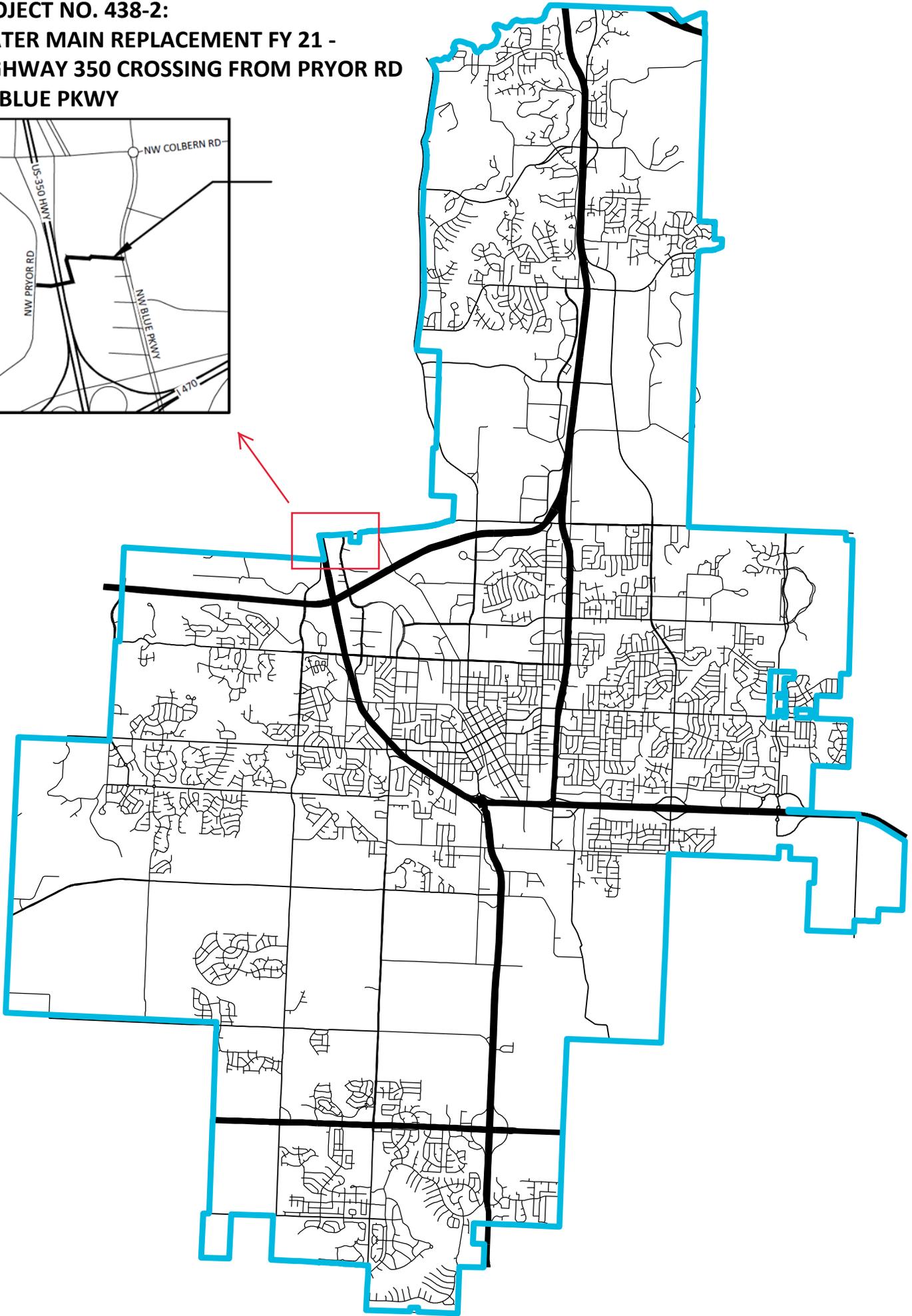
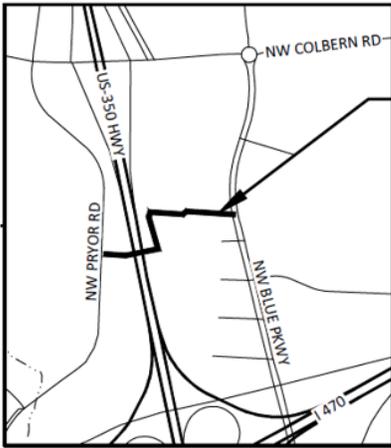
State: \_\_\_\_\_

**Water Main Replacement FY21:**  
**Highway 350 Crossing from Pryor Road to Blue**  
**Pkwy (#8018259)**  
**Owner: Lee's Summit MO, City of**  
**Solicitor: Lee's Summit MO, City of**  
**09/28/2021 10:00 AM CDT**

	Item Description	UofM	Quantity	Engineer Estimate		Wiedenmann Inc		TC Fuller Construction LLC		Linaweaver Construction		Beemer Construction Co.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00	\$8,100.00	\$8,100.00	\$20,000.00	\$20,000.00	\$20,952.00	\$20,952.00
2	Clearing and Grubbing	LS	1	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$16,323.00	\$16,323.00	\$15,000.00	\$15,000.00	\$15,782.00	\$15,782.00
3	Demolition and Removal	LS	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$16,323.00	\$16,323.00	\$5,000.00	\$5,000.00	\$6,076.00	\$6,076.00
4	Water Line Pipe - 12" PVC	Ln Ft	1529	\$95.00	\$145,255.00	\$100.00	\$152,900.00	\$89.00	\$136,081.00	\$110.00	\$168,190.00	\$140.00	\$214,060.00
5	Steel Casing	Ln Ft	150	\$165.00	\$24,750.00	\$1,030.00	\$154,500.00	\$880.00	\$132,000.00	\$1,060.00	\$159,000.00	\$891.00	\$133,650.00
6	Water Line Valve - 12" Butterfly	Ea	2	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$7,642.00	\$15,284.00	\$3,300.00	\$6,600.00	\$5,500.00	\$11,000.00
7	Air Release Valve	Ea	1	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00	\$10,053.00	\$10,053.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
8	Pavement Repair	Sq Yd	40	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$715.00	\$28,600.00	\$150.00	\$6,000.00	\$65.00	\$2,600.00
9	Curb and Gutter (all types)	Ln Ft	30	\$45.00	\$1,350.00	\$50.00	\$1,500.00	\$111.00	\$3,330.00	\$65.00	\$1,950.00	\$35.00	\$1,050.00
10	Sidewalk - Concrete	Sq Yd	15	\$70.00	\$1,050.00	\$100.00	\$1,500.00	\$234.00	\$3,510.00	\$125.00	\$1,875.00	\$63.00	\$945.00
11	Sod	Sq Yd	118	\$9.00	\$1,062.00	\$13.00	\$1,534.00	\$11.00	\$1,298.00	\$15.00	\$1,770.00	\$15.00	\$1,770.00
12	Hydroseed	Ln Ft	1284	\$4.00	\$5,136.00	\$8.00	\$10,272.00	\$4.00	\$5,136.00	\$4.00	\$5,136.00	\$6.00	\$7,704.00
13	Bioswale Restoration	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$9,843.00	\$9,843.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00
14	Erosion Control	LS	1	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$3,240.00	\$3,240.00	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00
15	Traffic Control	LS	1	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00	\$10,800.00	\$10,800.00	\$11,000.00	\$11,000.00	\$3,500.00	\$3,500.00
	<b>Base Bid Total:</b>				<b>\$229,603.00</b>		<b>\$398,706.00</b>		<b>\$399,921.00</b>		<b>\$415,021.00</b>		<b>\$426,339.00</b>

<b>Timco Blasting &amp; Coating</b>	
Unit Price	Extension
<b>REJECTED</b>	

**PROJECT NO. 438-2:  
WATER MAIN REPLACEMENT FY 21 -  
HIGHWAY 350 CROSSING FROM PRYOR RD  
TO BLUE PKWY**



## Packet Information

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**File #:** TMP-2055, **Version:** 1

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An Ordinance approving the award of RFQ No. 2021-076 for professional engineering services for a Stormwater Utility Rate and Implementation Study to Black & Veatch Management Consulting, LLC, for an amount not to exceed \$457,662.00, and authorizing the City Manager to execute an agreement for the same.

### Issue/Request:

An Ordinance approving the award of RFQ No. 2021-076 for professional engineering services for a Stormwater Utility Rate and Implementation Study to Black & Veatch Management Consulting, LLC, for an amount not to exceed \$457,662.00, and authorizing the City Manager to execute an agreement for the same.

### Key Issues:

- A stormwater utility was recommended by the 2004 Citizen Stormwater Task Force, the 2009 LS 360 Strategic Plan, and the 2019 iGNITE Comprehensive Plan.
- The City's Public Works Committee has thoroughly researched and reviewed the benefits of a stormwater utility in addressing the significant unfunded and ongoing stormwater maintenance needs of the community.
- Funding for a Stormwater Utility Rate and Implementation Study (hereinafter "Study") was authorized pursuant to Ordinance No. 9104 on March 16, 2021.
- City staff publicly advertised RFQ No. 2021-076 to conduct a qualification-based selection process for professional services to perform the Study.
- After submittal reviews and interviews with firms, Black and Veatch Management Consulting, LLC (hereinafter "Engineer") was determined the most qualified firm to undertake such an assignment.
- Following successful scope and fee negotiations, the City desires to enter into an agreement with the Engineer for the Study.

### Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving the award of RFQ No. 2021-076 for professional engineering services for a Stormwater Utility Rate and Implementation Study to Black & Veatch Management Consulting, LLC, for an amount not to exceed \$457,662.00, and authorizing the City Manager to execute an agreement for the same.

### Proposed City Council Motion:

FIRST: I move for a second reading of an Ordinance approving the award of RFQ No. 2021-076 for professional

engineering services for a Stormwater Utility Rate and Implementation Study to Black & Veatch Management Consulting, LLC, for an amount not to exceed \$457,662.00, and authorizing the City Manager to execute an agreement for the same.

SECOND: I move for adoption of an Ordinance approving the award of RFQ No. 2021-076 for professional engineering services for a Stormwater Utility Rate and Implementation Study to Black & Veatch Management Consulting, LLC, for an amount not to exceed \$457,662.00, and authorizing the City Manager to execute an agreement for the same.

Background:

The concept of a Stormwater Utility began following the 1987 Clean Water Act amendments that mandated, without funding, regulation of stormwater quality to mitigate pollution. However, as commonly seen among municipalities, the local community stormwater issues focus primarily on flooding concerns.

As Lee's Summit has grown, stormwater management has become more challenging because significant stormwater infrastructure has been added without corresponding adjustments in staffing or funding. One of the early steps in Lee's Summit was conducting an extensive stormwater master plan from 1997-2003. That study identified numerous flooding issues within each watershed. In 2004, a citizen's task force was created to develop strategies to address many of those issues. One of task force recommendations included creating a stormwater utility.

Elected officials and City staff have continued efforts to address local flooding issues. These concerns led to a successful 2007 bond issue and 2017 CIP Sales Tax renewal election that provided funding to address some structural flooding issues. The structural flooding mitigation funds are not sufficient to address all reports of structural flooding. None of these dedicated revenues have addressed rehabilitation or upgrading existing stormwater infrastructure, nor have the dedicated revenues addressed water quality issues to ensure compliance with mandated state and federal regulations.

Starting in 2015, City Council re-started the exploration of a stormwater utility. Several presentations and discussions, mostly with the Public Works Committee, developed support among elected officials to pursue the steps of establishing a stormwater utility. The main goal of the utility is to create additional, dedicated revenue to manage and improve the City's stormwater infrastructure. This goal aligns with the iGNITE Comprehensive Plan that specifically cites "Protect Water Quality" as an objective within the Sustainable Environment plan element. The stormwater utility will also support many other plan elements, such as infrastructure.

A stormwater utility rate and implementation study is the first step in creating a stormwater utility. Following Council's March 2021 authorization to fund a stormwater utility rate study, City staff issued RFQ No. 2021-076 to solicit qualifications from consulting firms. Black and Veatch was selected unanimously as the most qualified firm by the selection committee.

The proposed scope of services outlines a comprehensive process that involves public involvement, Council guidance, technical analysis of impervious areas, discussions regarding levels of service, financial analysis, and funding strategies. The scope is presented in two phases.

Phase 1, the basic services, will perform the work necessary to present a stormwater utility funding proposal to voters. In simple terms, the goal of Phase 1 is to be able to inform voters and elected officials so that the goals, objectives, and funding request are clearly understood. A voter should be able to clearly understand the fee structure, how much it would cost per the types of services provided, and how the City would manage the utility. Phase 1 basically starts with a blank canvas. In order to scope the work, some key assumptions had to be made. For example, in the scope, two levels of service scenarios will be developed. These scenarios could be very similar to the levels of service the Public Works Committee reviewed in 2016-2020. The levels of service should clearly identify the costs necessary to support the desired level of service. Then for each level of service, Black and Veatch will analyze two funding strategies based on recurring billing. This does not preclude City staff from analyzing alternative funding associated with simpler strategies such as a flat fee, sales tax, etc., necessary to support a level of service scenario.

Public engagement will involve four meetings with a Stormwater Advisory Committee (SWAC) and four meetings at City Council, along with other means of soliciting public input. The SWAC will include both City staff and attempt to recruit key stakeholders from the community and local residents. In order to successfully startup a utility, somewhere along the line, a “public champion” needs to be found to help convey the necessity of such program and educate the community on its merits and benefits. Open dialogue and transparent data should help build this trust during Phase 1 of the study.

Phase 1 will take about 8 to 12 months to complete. This could lead to a municipal election in August 2022, or spring 2023, as appropriate.

Phase 2 is presented as an optional service because this would only take place after a successful completion of Phase 1 and consideration of approved funding for utility implementation. Phase 2 would be the services for implementation. A successful Phase 1 and approved revenue basis would show the public support for the proposed level of service, rate structure, and any other prescriptive elements. Implementation requires filling many details such as policies, appeals process, customer service processes, customer care, staff training, managing growth in the system, revenue collection, create data management tools, public interface with data tools, etc. If Phase 1 is not successful, then Phase 2 of the contract will not occur.

A stormwater utility study is the first step in developing and evaluating a stormwater utility that best fits stormwater management goals and strategic plan for the City of Lee’s Summit.

Impact/Analysis:

If not approved, the City cannot pursue a stormwater utility.

Timeline:

Start: December 2021

Finish: April 2023

Other Information/Unique Characteristics:

RFQ No. 2021-076 was advertised on May 3, 2021 via PublicPurchase.com and the City’s web site. 1,011 firms were notified, 55 firms viewed the RFQ, 49 firms downloaded the RFQ documents and 3 firms submitted responses by the closing date of May 24, 2021. City staff reviewed and ranked the three submittals, and conducted interviews with all three firms. Black and Veatch was unanimously evaluated as the best qualified

firm.

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

Recommendation: Staff recommends approval.

Committee Recommendation:

## **BILL NO. 21-**

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AN ORDINANCE APPROVING THE AWARD OF RFQ NO. 2021-076 FOR PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER UTILITY RATE AND IMPLEMENTATION STUDY TO BLACK & VEATCH MANAGEMENT CONSULTING, LLC, FOR AN AMOUNT NOT TO EXCEED \$457,662.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, a stormwater utility was first recommended by the 2004 Stormwater Task Force, then again by the 2009 LS 360 Strategic Plan; and,

WHEREAS, the City's Public Works Committee has thoroughly researched and reviewed the benefits of a stormwater utility in addressing the significant unfunded and ongoing stormwater maintenance needs of the community; and,

WHEREAS, a stormwater utility study is the first step in developing and evaluating a stormwater utility that best fits stormwater management goals of Lee's Summit; and,

WHEREAS, funding for a Stormwater Utility Rate and Implementation Study (hereinafter "Study") was authorized pursuant to Ordinance No. 9104 on March 16, 2021; and,

WHEREAS, City staff publicly advertised RFQ No. 2021-076 to conduct a qualifications-based selection process for professional services to perform the Study; and,

WHEREAS, after reviews and interviews with firms, Black & Veatch Management Consulting, LLC (hereinafter "Engineer") was determined the most qualified firm to undertake such an assignment; and,

WHEREAS, following successful scope and fee negotiations, the City desires to enter into an agreement with the Engineer for the study.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri, hereby approves the award of RFQ No. 2021-076 to the Engineer for an amount not to exceed \$457,662.00.

SECTION 2. The City Council of the City of Lee's Summit, Missouri, hereby authorizes the City Manager, or designee, to execute an Agreement for Professional Engineering Services, substantially similar to the attached Exhibit 1, incorporated herein by reference, with the Engineer for the Study.

SECTION 3. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 4. 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. 21-**

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SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED AS TO FORM:

\_\_\_\_\_  
*Scott Ison, Chief Counsel of Infrastructure & Recreation*

**EXHIBIT 1 TO ORDINANCE**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR A STORMWATER UTILITY RATE AND IMPLEMENTATION STUDY  
(RFQ NO. 2021-076)**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Black & Veatch Management Consulting, LLC (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for s Stormwater Utility Rate and Implementation Study (hereinafter "Project"); and

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

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

**WHEREAS**, City desires to enter into an agreement with Engineer to perform the Project; and

**WHEREAS**, Engineer represents that the firm 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 BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to City ("Basic Services") as shown in the section "Phase I Scope of Work" in *Exhibit A*, attached hereto and incorporated herein by reference.

**ARTICLE II**

**OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall furnish, if needed by City, and only upon receipt of written authorization by the Director of Public Works, the optional services provided in the section "Phase 2 Scope of Work" in *Exhibit A*, attached hereto and incorporated by reference ("Optional Services").

## EXHIBIT 1 TO ORDINANCE

### ARTICLE III SCOPE OF SERVICES TO BE PROVIDED BY CITY

City shall use its best efforts to provide the information to Engineer, as assumed in *Exhibit A*, attached hereto and incorporated herein by reference.

### ARTICLE IV PAYMENTS TO THE ENGINEER

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of Four Hundred Fifty-Seven Thousand Six Hundred Sixty-Two Dollars (\$457,662.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in *Exhibit A*, attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in *Exhibit A*. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Three Hundred Thousand Eight Hundred Five Dollars (\$300,805.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in *Exhibit A*, attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in *Exhibit A*. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of One Hundred Fifty-Six Thousand Eight Hundred Fifty-Seven Dollars (\$156,857.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional 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. Project Name/Task Name/RFP Number/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Purchase Order Number issued by City.
  - 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. Description of monthly progress detailing the amount of the services completed to date and projected completion time.

## EXHIBIT 1 TO ORDINANCE

6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum 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 COMPLETION TIME

The Basic Services shall be completed in accordance with the schedule in the section "Phase I Project Schedule" in *Exhibit A*, attached hereto and incorporated herein by reference.

The Director of Public Works may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

The Optional Services shall be completed in accordance with the deadlines set by the Director of Public Works and accepted by Engineer at the time said Optional Services are authorized by the Director of Public Works.

### ARTICLE VI INSURANCE

#### A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, the insurance set forth in this Article with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above, and with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
2. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

## EXHIBIT 1 TO ORDINANCE

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
5. Primary Insurance. Engineer's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing the required coverage is in force and contains the provisions as required herein for the six-year period.
7. Waiver. To the fullest extent permitted by law, all policies required herein, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via endorsement.
8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention under the required general liability and automobile liability policies shall not erode the limit required by the City. Engineer shall be solely responsible for any such deductible or self-insured retention amount.
9. Automatic Escalator. 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. The statutory waiver of sovereign immunity for 2021 is \$2,940,868 for all claims arising out of a single accident or occurrence.

## EXHIBIT 1 TO ORDINANCE

10. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Engineer shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Article and insurance requirements set forth herein protecting the City and Engineer. Engineer shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
11. Notice of Claim. Engineer shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. 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 an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Agreement. A breach of this provision is material breach of the contract.
12. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Engineer will provide the City with suitable evidence of insurance in the form of certificates of insurance and, if requested by the City, a copy of the relevant endorsement for the insurance policies as required by these requirements, issued by Engineer's insurance insurer(s) as evidence that policies are placed with reasonably acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in these requirements and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance and endorsements for the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way these insurance requirements or obligations.

If any of the policies required by these requirements expire during the life of the Agreement, it shall be Engineer's responsibility to forward renewal certificates and relevant endorsements the City 30 days prior to the expiration date. All certificates of insurance and relevant endorsements shall be identified by referencing the Agreement; certificates of insurance and endorsement for the insurance policies submitted without referencing the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - i. Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
  - ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - iii. Excess Liability – Follow Form to underlying insurance.

## EXHIBIT 1 TO ORDINANCE

- b. Engineer's insurance under which City is included as an additional insured shall be primary, non-contributory insurance with respect to performance of the Agreement.
  - c. All policies, except for Professional Liability, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Engineer under this Agreement.
  - d. ACORD certificate of insurance form 25 (2014/01) is preferred.
13. All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Attn: Public Works Department  
220 SE Green Street  
Lee's Summit, MO 64063-2358

### B. Required Insurance Coverage.

1. Commercial General Liability. Engineer shall maintain "occurrence" form Commercial General Liability insurance with unimpaired limits of at least \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 07 04 and CG 20 37 07 04, or their equivalents. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
2. Automobile Liability. Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$1,000,000 each occurrence on Engineer's owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

## EXHIBIT 1 TO ORDINANCE

3. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Engineer engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of \$5,000,000 each claim and \$5,000,000 annual aggregate. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
  4. Workers’ Compensation Insurance. If Engineer employs anyone who is required by law to be covered by workers’ compensation insurance, Engineer shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Engineer’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
  5. Cyber Liability Insurance. If this Agreement is the subject of any services involving the City’s information technology structure, or if the Engineer engages in any services in any way related to performing work involving the City’s information technology structure under this Agreement, Engineer shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Engineer in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.
- C. Cancellation and Expiration Notice. Insurance required herein shall not expire or be canceled, or be materially changed without thirty (30) days’ prior written notice to 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, and will not employ or retain for the duration of this Agreement, 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

## EXHIBIT 1 TO ORDINANCE

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. Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.

- 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. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. **MODIFICATIONS TO SCOPE OF WORK:** 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 describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

In the event an emergency change in services is authorized by the Director of Public Works and the City Manager pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **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

## EXHIBIT 1 TO ORDINANCE

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 cost to mitigate or correct the effects of such termination, including but not limited to damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
  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.
- F. **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.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER**: Engineer shall not subcontract, sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written and signed 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.
- H. **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.
- I. **ENGINEER'S ENDORSEMENT**: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **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.

## EXHIBIT 1 TO ORDINANCE

- K. **INDEMNIFICATION AND HOLD HARMLESS:** Engineer shall indemnify, defend, and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all judgments, damages, claims, fines, penalties, losses, costs, and expenses (including reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively “Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, directives, errors, omissions, or willful misconduct, in the performance of Engineer's duties and services under this Agreement, or any supplements or amendments thereto, of Engineer, or its employees, officers, agents, or any tier of subcontractor or person for which Engineer may be legally liable in the performance of this Agreement

Nothing contained in this Agreement is to be construed to waive the City’s sovereign immunity or any other immunity or defense available to the City, its officers, employees, agents, or elected officials.

- L. **LIMITATION OF LIABILITY:** In no event will either Party be liable to other Party 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.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.
- N. **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.
- O. **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.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and any suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- Q. **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

## EXHIBIT 1 TO ORDINANCE

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.

- R. 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.
- S. 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 laws and regulations.
- T. 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.
- U. 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.
- V. NON-EXCLUSIVE AGREEMENT. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.
- W. TIME OF THE ESSENCE. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Engineer's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- X. SIGNATORY AUTHORITY. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

## EXHIBIT 1 TO ORDINANCE

- Y. IMMIGRATION REQUIREMENTS. Pursuant to Section 258.530, RSMo. if Agreement exceeds five thousand dollars (\$5,000.00), Engineer warrants and affirms to the City that (i) Engineer is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Engineer does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Engineer shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Engineer reciting compliance is not sufficient.

- Z. RIGHTS AND REMEDIES. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Engineer from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

AA. 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.

BB. CONFIDENTIALITY OF RECORDS. The Engineer shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Engineer's duties under this Agreement. Persons requesting such information should be referred to the City. Engineer also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Engineer as needed for the performance of duties under this Agreement.

CC. ANTI-DISCRIMINATION AGAINST ISRAEL ACT. If this Agreement has a total potential value of \$100,000 or more and Engineer has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo. and to the fullest extent permitted by law, Engineer certifies that Engineer is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

DD. PROVISIONS REQUIRED BY LAW. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and,

## EXHIBIT 1 TO ORDINANCE

if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

EE. SEVERABILITY. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

FF. 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:

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

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

and notices to Engineer shall be addressed to:

Black & Veatch Management Consulting, LLC  
11401 Lamar Avenue  
Overland Park, KS 66211

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.

GG. E-SIGNATURE AND COUNTERPARTS. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

## ARTICLE VIII

### EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Stormwater Utility Implementation and Rate Study Services

**EXHIBIT 1 TO ORDINANCE**

City and Engineer, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

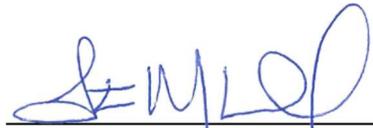
THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LEE'S SUMMIT, MISSOURI**

**BLACK & VEATCH MANAGEMENT CONSULTING, LLC:**

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

  
\_\_\_\_\_

Reviewed by legal  
KAR 9-30-21

BY: Steve Uhlmansiek,

PM (A. White)  
9/30/2021 

ATTEST:

TITLE: Associate Vice President

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
Scott Ison,  
Chief Counsel of Infrastructure and Recreation



LEE'S SUMMIT, MISSOURI

# Stormwater Utility Implementation and Rate Study Services

FINAL | SEPTEMBER 28, 2021



**BLACK & VEATCH**



September 28, 2021

**City of Lee's Summit:**

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

220 S. E. Green Street

Lee's Summit, MO 64063

RE: Professional Services for Stormwater Utility Implementation and Rate Study Services – RFQ 2021-076

Dear Mr. Binger:

Black & Veatch Management Consulting, LLC (Black & Veatch) appreciates the opportunity to submit a scope of work and fee to the City of Lee's Summit (City) in response to the City's request for assistance with Stormwater Utility Implementation and Rate Study Services (Study).

This scope of work provides an overview of the key objectives and overall project approach and a detailed discussion of the tasks the team expects to perform and associated assumptions where applicable. In addition, this scope of work includes the anticipated deliverables in each task, study schedule and the level of effort and cost associated with the tasks.

If you have any questions regarding this Scope of Work, please contact Anna White at [Whiteam@bv.com](mailto:Whiteam@bv.com). We appreciate your consideration of the proposed scope of work and welcome the opportunity to be of assistance to the City.

Very truly yours,

A handwritten signature in blue ink that reads "Deepa Poduval".

Deepa Poduval

Vice-President



# Table of Contents

<b>PROJECT UNDERSTANDING.....</b>	<b>1</b>
<b>PHASE I SCOPE OF WORK.....</b>	<b>2</b>
<b>PHASE I PROJECT FEE .....</b>	<b>10</b>
<b>PHASE I PROJECT SCHEDULE .....</b>	<b>12</b>
<b>APPENDIX A (OPTIONAL) .....</b>	<b>13</b>
<b>PHASE II SCOPE OF WORK.....</b>	<b>14</b>
<b>PHASE II PROJECT FEE .....</b>	<b>21</b>
<b>PHASE II PROJECT SCHEDULE .....</b>	<b>22</b>

## LIST OF FIGURES

Figure 1 KEY PROGRAM DRIVERS.....	1
Figure 2 STUDY APPROACH.....	2
Figure 3 POLICY ROADMAP PROCESS .....	4
Figure 4 RATE STRUCTURE DESIGN.....	8
Figure 5 ESTIMATED PHASE I TIMELINE.....	12
Figure 6 STORMWATER USER FEE IMPLEMENTATION SUPPORT TASKS .....	14
Figure 7 ESTIMATED PHASE II TIMELINE.....	22

## LIST OF TABLES

Table 1 PHASE I FEE.....	10
Table 2 PHASE I HOURLY BILLING RATES .....	11

**EXHIBIT 1 TO ORDINANCE**

Table 3 PHASE II FEE..... 21  
Table 4 PHASE II HOURLY BILLING RATES ..... 21

# Project Understanding

In this section, we present a brief overview of our understanding of the project and the City's key desired outcomes.

## UNDERSTANDING OF PROJECT

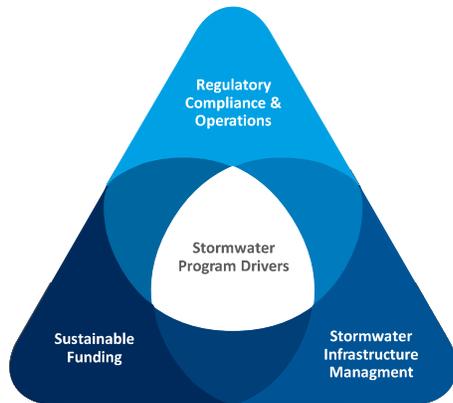


FIGURE 1 KEY PROGRAM DRIVERS

To support sustainable stormwater management, we understand that the City needs to holistically address three key components, as illustrated in Figure 1. The three components are: (i) Regulatory Compliance and Operations; (ii) Stormwater Infrastructure Management; and (iii) Sustainable Funding.

To concurrently address the current and long term needs, a paradigm shift is needed with respect to funding mechanisms. To that end, the City desires a comprehensive stormwater utility implementation and rate study services to establish a dedicated stormwater user fee funding along with cost-effective capital financing mechanisms.

## KEY OUTCOMES

The following are the key outcomes envisioned for this Study:

- *Stormwater Program Definition:* A stormwater program definition with two scenarios for Levels of Service (LOS) – Base Scenario and an Enhanced Scenario. The LOS analysis will be based on a collaborative review of the City's stormwater program needs with respect to Operations and Maintenance (O&M), regulatory compliance, infrastructure management, community needs, and resources for sustainable management.
- *Stormwater Financial Plan:* A multiyear financial plan that reflects reliable annual O&M expenses, capital program estimates, effective capital financing mix and industry best financial practices;
- *Stormwater Policy Roadmap:* A holistic set of stormwater policies that provide a defensible path for the development and implementation of cost recovery basis, user fee rate structure, billing, collections, and credits/appeals program;
- *Stormwater Rate Structure and Ordinances:* Impervious Area based rate structure that provides for equitable cost recovery and ordinances and enabling legislation that authorize fee implementation;
- *Stakeholder Engagement:* Active engagement with the designated Public Champion(s), Stormwater Advisory Committee (SWAC), City Administration and the public to enhance stakeholder understanding and facilitate stakeholder input; and
- *Compelling Case:* A study report that documents the analysis, results, and recommendations.

# Phase I Scope of Work

To achieve the desired outcomes, we propose a framework that consists of eight (8) Tasks, as illustrated in Figure 2. Some of these tasks will occur concurrently.

A brief overview of each task is as follows:

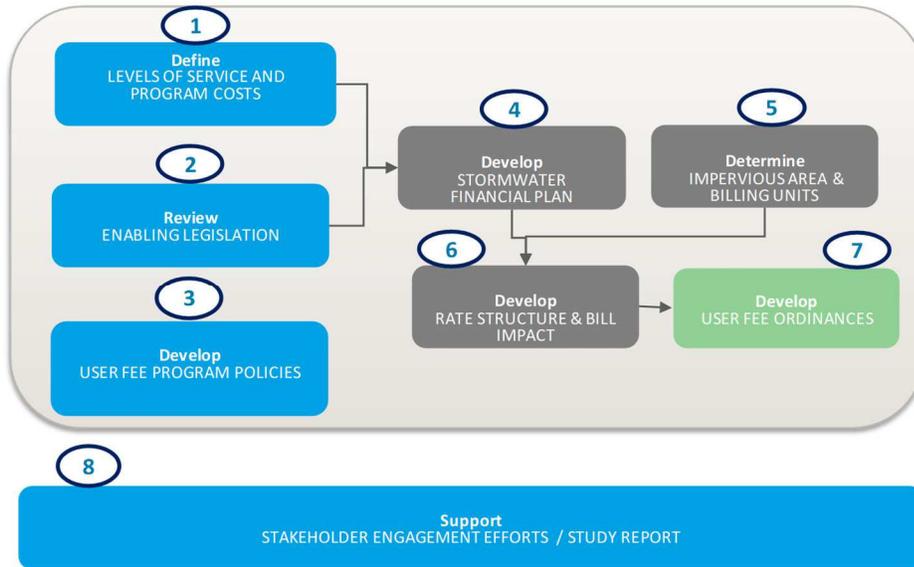


FIGURE 2 STUDY APPROACH

## Project Initiation and Management

Black & Veatch team will have a project initiation meeting to confirm the scope, objectives, timeline, and execution protocols. Prior to the project initiation meeting, we will provide a comprehensive data request and review the data request during the meeting. In addition, during the kick-off session, Black & Veatch will meet with relevant staff to gain an understanding of the various types of data that is available, such as the City’s stormwater O&M and capital budgets and financial reports, compliance requirements, and any relevant service level study reports. In addition, we will discuss and identify potential sources of reliable data on parcel attributes for all the parcels within the City’s jurisdiction.

Our project management activities include general project coordination, staff direction, budget/scope/schedule management, and billing/invoicing activities throughout the course of the project. In addition, the Project Director and the Project Manager will provide quality assurance and control on the work executed by Black & Veatch and for project deliverables throughout the engagement.

## Task 1 – Define Levels of Service and Program Costs

One of the fundamental principles in “user fee” development is that the fees and charges assessed must reasonably align with the costs incurred in rendering services to customers. Therefore, the Black & Veatch team will assist the City in defining **two LOS scenarios**, namely “Basic LOS” and an “Enhanced LOS”. In

## EXHIBIT 1 TO ORDINANCE

addition, this task will involve delineating existing stormwater O&M and capital improvement program costs for the two LOS scenarios, based on the following activities:

- Review the stormwater O&M costs for Fiscal Year (FY) 2019 through FY 2021 to determine if those costs are appropriate to be included in the stormwater program costs; and
- Review the existing annual capital improvement expenditures for FY 2021 through FY 2025, if available and the sources of funding.

The Black & Veatch team will utilize information provided by the City through the data request to develop a Stormwater Program Matrix which will detail current stormwater management activities and resource requirements (staffing, equipment, contract services, etc.). This matrix will serve as the baseline template for developing enhanced level of service activities and conducting the gap analysis.

The Matrix will encompass the current activities conducted under the four program components of – *System Operations; Regulatory Compliance; System Planning and Capital Improvements.*

Using the matrix, the team will then conduct a work session as follows:

**Work Session #1:** Conduct a [two-hour work session](#) with the City’s staff to define the following:

- Additional annual O&M functions that are currently not performed, any additional staffing and other non-personnel needs, and associated estimate of annual costs (*to the extent that is not included in the City’s existing stormwater budget*)
- List of prioritized capital projects that the City needs but are currently unfunded and the associated capital program cost estimates for a 5-year Capital Improvement Program (CIP) based on an anticipated project execution schedule.
- Potential sources of capital funding in the form of any available grants, low interest loans, and other contributions, if any.

If cost estimates are not available, Black & Veatch will develop order of magnitude level cost estimates for priority services or projects.

***Assumption:*** *It is assumed that the City will be able to provide historical budget for the existing stormwater program and no separate cost allocation will be necessary to extract the historical stormwater related O&M and capital costs from the other Departments in the City. other*

*Deliverable: Summary Tables of Program Costs and Capital Improvement Program*

### Task 2 – Review of Enabling Legislation / Protocols

During this user fee funding assessment, it is also critical to evaluate the City’s existing charter and the State statutes for establishing new utility related user fees and determine if any changes to the City’s charter and/or legislative authority may be necessary to enable the City to establish a new user fee, bill, collect, and enforce on stormwater user fees.

## EXHIBIT 1 TO ORDINANCE

The Black & Veatch team will review any City charter and other related enabling legislation documents the City provides, pertinent to establishing utility fees and participate in [one meeting](#) to discuss the legislative changes and/or protocols for ballot measures that would be necessary.

**Assumption:** *With respect to a review of enabling legislation it is assumed that the City's legal team will lead the review and Black & Veatch will provide any relevant business advisory input; however, we will not provide any legal opinion.*

### Task 3 – Develop User Fee Program Policies

In the development of a stormwater user fee program, policies relating to aspects including revenue requirements, fee methodology, rate structure, credit program and billing mechanisms need to be defined. Clearly defined user fee program policies help identify and mitigate risk prior to the implementation phase.

**Work Session #2:** To develop a policy roadmap, as illustrated in Figure 3, the Black & Veatch Team will conduct [three \(3\) two-hour work sessions](#) with the City team to develop policies for key areas including the following:

- **Customer Class and Rate Structure:** Decisions on the customer class delineation and rate structure alternatives (tiered rates; uniform monthly fee; individually calculated fee, etc.).
- **Impervious Area Estimation:** Confirmation on the availability of impervious area and/or reliable approaches to develop an estimate of impervious area for all classes of parcels within the service area.
- **Billing System Options and Enforcement:** Evaluation of the practical options for stormwater user fee billing and for enforcement. Evaluation of potential billing options will include:
  - Billing through the City's existing utility billing system;
  - Cloud based stormwater billing solution; and
  - Potential stormwater billing through any available County Tax Assessment systems.
- **Credits Program:** Policies to be addressed include the types of stormwater management practices that should be recognized under the credit program and the potential level of credits.
- On completion of the workshop, we will develop a policy issues paper to document each policy issue, the factors considered in the evaluation and draft policy decisions, for each key issue that is evaluated.

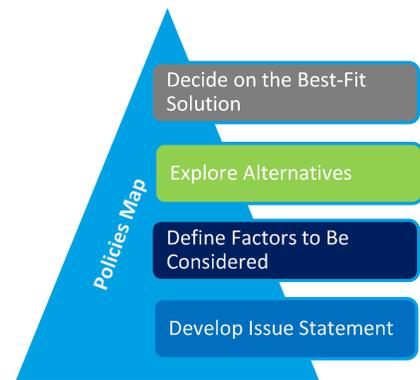


FIGURE 3 POLICY ROADMAP PROCESS

## EXHIBIT 1 TO ORDINANCE

A draft memo will first be presented to the City Team and a final memo incorporating any suggested changes will be presented.

***Assumption:*** *Billing system evaluation will include a review of the pros and cons of the options listed above. However, the development of billing system functional requirements and/or specifications is not part of this evaluation.*

*Deliverable: User-Fee Program Policies Paper*

### Task 4– Develop Stormwater Financial Plan

The objective of this task is to develop a [five-year stormwater utility financial plan](#) for the study period FY 2022 through FY 2026. The five-year financial plan will be developed based on the program costs identified in Task 1.

Black & Veatch will evaluate [capital funding](#) options for the capital improvement program that is defined for the two LOS scenarios. The typical capital financing options include low-interest loans (such as State Revolving Fund (SRF) and WIFIA loans), bond financing, grants, pay-as-you go cash financing, and other contributions to support capital investment. Black & Veatch will develop an optimal [capital financing mix](#) for the capital program. Based on the capital financing mix that is defined, we will project future debt service and potential cash financing requirements.

Black & Veatch will project other costs that need to be included in the [projection of annual revenue requirements](#) for the five-year period, such as:

- Annual O&M costs, applying reasonable escalation factors, and operating reserve requirements;
- Any one-time costs, including the costs associated with *recouping* the implementation of stormwater user fee program and billing/collection services; and
- Potential operating and debt service reserves and any other transfers that are appropriate.

We will project the annual stormwater revenue requirements, for the five-year period, for the two LOS scenarios, as an aggregation of the various costs that are projected.

The potential revenues generated from other sources, such as grants, loans, and other miscellaneous fee revenues will also be projected for the planning period. These revenue sources are important for determining the net level of future revenues that need to be generated from [stormwater user fees](#).

***Assumptions:*** *Black & Veatch will prepare up to 2 alternative financial plans for each of the two (2) LOS scenarios.*

A work session will be conducted with City/Utility staff to review the development of projected revenue and revenue requirements and alternative cash flow scenarios.

*Deliverable: Draft and Final Five-Year Stormwater Financial Plan Tables*

## Task 5– Determine Impervious Area and Stormwater Billing Units (SBUs)

The purpose of this sub-task is to develop two key parameters that are essential for developing an impervious area based stormwater user fee:

- The total billable impervious area square footage for properties that are to be included in the user fee analysis; and
- The estimate of stormwater billing units (SBUs) either in terms of Equivalent Residential Units (ERUs) or in terms of increments of 100 square feet or 500 square feet.

Based on preliminary discussions with the City team, we understand that the City would be able to provide a well-defined parcel polygon layer that consists of all the parcels within the City’s jurisdictional limits, based on a 2018 LIDAR. Currently, the City does not have a comprehensive impervious area layer and the available attribute layer is limited to building footprint, which does not include any parking and/or paved surfaces.

At the initiation of this task, Black & Veatch will again confirm with the City’s GIS team, the availability of geospatial parcel attributes data. In addition, the Black & Veatch team will have discussions with the relevant County Tax Assessor’s offices in Jackson and Cass counties to identify available parcel attributes data for the City’s parcels.

### **Task 5.1— Define Stormwater Customer Classes**

On completing a review of the data sources and the available data attributes, imagery and feature classes pertinent to the City’s parcels, the Black & Veatch team in collaboration with the City Team will define classes of properties such as Residential, Non-residential (churches, schools, City-owned properties, etc.), Condominiums, Undeveloped Land, Agricultural, and other stormwater classes as may be necessary. The classes of properties will be defined based on *Land Use* codes that are available in the Jackson and Cass County tax assessor systems.

Black & Veatch will then assign a stormwater class to each parcel based on the parcel’s primary land use code and compile a summary of parcels by stormwater class.

***Assumptions:** For parcel records, where the Land Use Code value is available, the Black & Veatch team will assume those values are accurate. We will also leverage any reliable customer class designation that is readily available in the GIS or tax assessment systems.*

### **Task 5.2— Develop Impervious Area for Residential & Non-residential Classes**

The objective of this task is to develop an impervious area spatial layer for the City’s jurisdiction, and to determine impervious area square footage for each parcel. The key steps involved include the following:

- The Black & Veatch team will leverage the 2020 4-band aerial orthoimagery that is available to the City to perform the digitization of impervious area. Black & Veatch will use the services of a subcontractor, Surdex Corporation (Surdex), to develop the impervious area based on digitization.

## EXHIBIT 1 TO ORDINANCE

- In collaboration with the City’s GIS team and Surdex, we will develop the specifications for the impervious surface capture through digitization.
- Surdex will then use the digitized impervious surface layer along with the parcel polygon layer, the City provides, to determine programmatically, the impervious area square footage of each parcel within the City’s jurisdiction. The key deliverable from this task will be an impervious area geodatabase with an impervious surface layer shapefile.

**Assumptions:** *We assume that the City will provide a parcel polygon layers and the associated data for all the parcels within the City’s jurisdiction, based on the 2018 LIDAR run. In addition, we assume Jackson and Cass counties will be able to provide available parcel attribute data including Parcel ID, address, owner name, lot size, and land use codes.*

### **Task 5.3— Determine Stormwater Billable Impervious Area Units**

Black & Veatch will use the impervious area determined in Task 5.2 to determine the billable impervious area units for parcels within the City’s jurisdictional limits. Black & Veatch Team will perform the following subtasks:

- **Develop System-wide Impervious Area Units:** Using the impervious area Black & Veatch determines through digitization, the Black & Veatch team will aggregate the impervious area by customer class. In addition, we’ll discuss and affirm an approach to determine *effective impervious area* for properties such as undeveloped land that typically does not have actual hardscaped impervious surfaces.
- **Define Base Stormwater Unit of Measure:** Based on discussions with the Staff, Black & Veatch will either define the Base Stormwater Unit as 500 sf of impervious area, the Median impervious area square footage of all Single-Family Residential parcels or similar unit of measure.
- **Develop System-wide Impervious Area Units:** Using the Base Stormwater Unit value that is defined, the impervious area square footage determined for the Residential and Non-residential categories of parcels will be translated into SBUs. Based on the aggregate of the Residential and Non-Residential SBUs the total preliminary system-wide SBUs will be determined.
- **Develop Final Billable Impervious Area Units:** Based on discussions with the City Team, Black & Veatch will determine the level of adjustments that need to be made to the initial system-wide SWUs to account for data exception contingencies and potential loss in billing units due to credits/appeals and other billing policies that are defined. Based on the adjustments to the billing units, we will develop an estimate of the final billable impervious area and the associated SBUs for the system.



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*As an added value in evaluating the viability of a user fee, Black & Veatch will provide a comparison of the City’s estimated average single-family residential monthly charge with that of a few other peer utility programs. We will leverage our latest 2021 Black & Veatch Stormwater Utility Survey to perform this effective comparison.*

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**Deliverable: Summary Impervious Area Analysis and Results Tables**

## Task 6— Develop Stormwater Rate Structure and Bill Impact Analysis

This task involves the design of an impervious area based rate structure and the development of a draft rate ordinance.

### Task 6.1— Design Stormwater Rate Structure

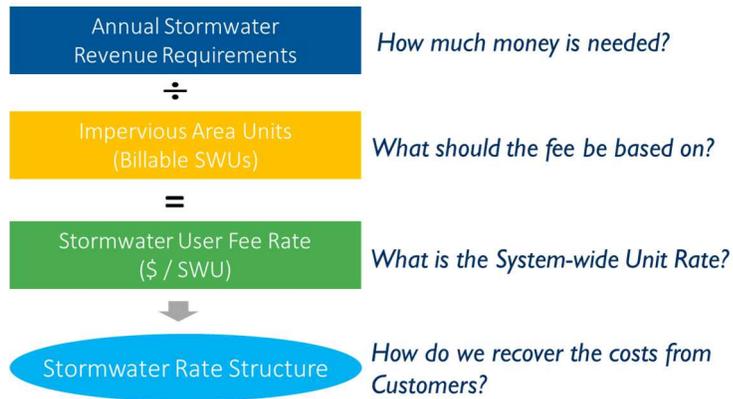


FIGURE 4 RATE STRUCTURE DESIGN

Figure 4 illustrates the steps involved in developing a system-wide unit rate.

On completion of Tasks 4 and 5, we will evaluate two alternative rate structures recognizing factors such as *equity of cost recovery, ease of understanding, legal integrity, and administrative simplicity.*

To design the two alternative rate structures, the Black & Veatch team will perform the following subtasks:

- **System-wide Unit Rate:** We will determine the system-wide **stormwater unit rate** by applying the stormwater revenue requirements determined in Task 4 to the SBUs developed in Task 5. This stormwater unit rate per SBU will then be used to design the rate structure.
- **Rate Structure Alternatives:** Evaluate the residential and non-residential rate structure options, which would include a tiered or uniform residential rate and an individually calculated charge the non-residential classes.

**Assumptions:** *Black & Veatch will design up to 2 rate structure alternatives for consideration.*

Black & Veatch team will review and finalize the proposed rate structure collaborating with the City/Utility staff.

### Task 6.2— Perform Bill Impact Analysis

Once the rate structure is finalized, we will perform a bill impact analysis for a typical average Residential property and for a small sample set of properties within each stormwater class. Black & Veatch will also obtain stormwater rates for up to six (6) peer communities and calculate typical average residential monthly stormwater charge to illustrate how the proposed rates for the City compare with that of other local municipalities.

*Deliverable: Summary Stormwater Rate Schedules*

## Task 7— Develop User Fee Ordinances

In consultation with the City’s technical and legal staff, we will support the development of a draft stormwater rate ordinance for establishing the stormwater user fee. Our support will be limited to

## EXHIBIT 1 TO ORDINANCE

providing a few relevant examples of stormwater user fee enabling ordinances and providing review and feedback on the draft user fee ordinance.

*Deliverable: Draft Stormwater Rate Ordinance*

### Task 8—Stakeholder Engagements and Prepare Study Report

#### **Task 8.1— Internal Stakeholder Engagement**

For the internal stakeholder engagement, Black & Veatch envisions having work sessions with the following stakeholder groups. The purpose of these work sessions is to share the study approach and findings, at critical milestones, and solicit their input on key policy issues and concerns.

1. Public Works Committee: Up to four (4) 2-hour meetings/presentations.
2. City Council: Up to four (4) 2-hour meetings/presentations.
3. SWAC: Up to four (4) 2-hour work sessions. Black & Veatch will assist the City in defining the composition of the Stormwater Advisory Committee, their role and responsibilities, and the initial outreach to solicit participation.

#### **Task 8.3— External Stakeholder Engagement**

Black & Veatch recommends additional support during the feasibility study phase in the form of a broader public outreach campaign and involvement. Key support tasks include the following:

- Develop an engagement strategy to identify the key components of the public outreach plan;
- Participate in up to four (4) public outreach open houses and/or meetings and up to two (2) targeted non-residential customer group meetings with groups such as business coalitions, faith-based organizations, etc., as applicable;
- Develop, print and mail up to 3 postcard announcements for targeted stakeholder groups such as Businesses; non-profits, faith-based organizations, and K-12 schools;
- Provide technical content and suggestions for the development of outreach materials such as presentations and storyboards with effective use of visualization to disseminate information and foster ease of understanding; and
- Assist the City's public information officer to create social media content

#### **Task 8.3— Stormwater Feasibility Study Report**

At the conclusion of all the tasks, we'll prepare a succinct and comprehensive study report that clearly describes the study objectives, the utility concept, the study methodology, results, and recommendations. We will present a draft report to the staff for review and then deliver a final study report.

# Phase I Project Fee

Based on the scope of work for Tasks 1 through 8 discussed in the proposed scope of work, Black & Veatch estimates that we can accomplish the tasks for a project fee amount of \$300,805 inclusive of expenses and subcontractor costs. The project fee by task is shown in Table 1.

TABLE 1 PHASE I FEE

Phase I	Hours	Task Amount
<b>Stormwater User Fee Development</b>		
Project Management	38	\$ 9,870
Task 1 - Program Cost Delineation	66	\$ 17,175
Task 2 -Jurisdictional Issues / Legal Statutes	10	\$ 2,740
Task 3 - Fee Program Policy Development	90	\$ 22,925
Task 4 - Develop Stormwater Financial Plan	139	\$ 30,645
Task 5 - Determine Stormwater Billing Units	1,011	\$ 94,158
Task 6 - Develop Stormwater Rate Structure, Bill Impact & Benchmarking	64	\$ 13,385
Task 7 - Develop Ordinance	23	\$ 4,800
Task 8 - Stakeholder Engagement / Approval Process	602	\$ 103,107
Direct Expenses		\$ 2,000
<b>TOTAL STUDY HOURS AND FEE</b>	<b>2,043</b>	<b>\$ 300,805</b>

Additional services, over and beyond those identified in Tasks 1 through 8 of the proposal, can be provided for an additional cost based on the hourly billing rates shown in Table 2.

## EXHIBIT 1 TO ORDINANCE

TABLE 2 PHASE I HOURLY BILLING RATES

Black & Veatch Team Member	Hourly Billing Rates (\$/Hr)
Managing Director	\$ 310
Principal Consultant	\$ 295
Manager	\$ 275
Planning Engineer	\$ 250
Consultant	\$ 235
Senior Analyst	\$ 185
Analyst	\$ 140

ModOp Team Role	Hourly Billing Rates*
Acct Director	\$ 150
Copywriter	\$ 144
Graphic Design	\$ 144
Administrative	\$ 115

\*Rates include 15% subcontractor markup

Surdex Team Role	Hourly Billing Rates*
Project Manager	\$ 122
Quality Manager	\$ 128
Supervisor Photogrammetrist	\$ 143
Photogrammetrist Tech	\$ 83
Stereo Tech	\$ 75
GIS/Ortho Photo Tech	\$ 63

\*Rates include 15% subcontractor markup

# Phase I Project Schedule

Black & Veatch team can perform the scope of services defined in Tasks 1 through 8 over an eight-month period following notice to proceed. Figure 5 illustrates the anticipated timeline for the completion of key milestone tasks.

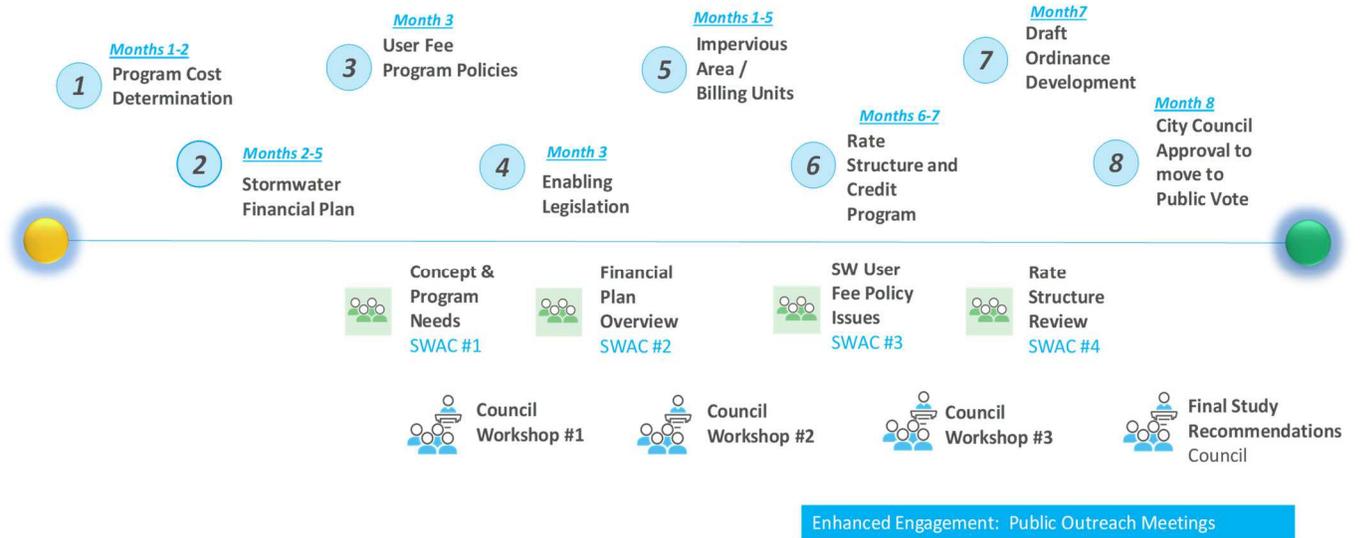


FIGURE 5 ESTIMATED PHASE I TIMELINE

# APPENDIX A (Optional)

## STORMWATER USER FEE IMPLEMENTATION SERVICES

Phase 2 services involve the development of an implementation plan, and technical support for all the tasks including development of a billing data processing tool, billing integration and testing, business process design and staff training, manuals development, and support for customer outreach and go-live readiness tasks.

### KEY OUTCOMES

The following are the key outcomes envisioned during the implementation services:

- Finalize the stormwater rate schedule for early or middle of Fiscal Year (FY) 2024 launch, and supporting rate ordinances;
- Establish a stormwater credits program and appeals program for assuring equitable cost recovery;
- Define change management needs with respect to business processes and policies to support the stormwater user fee and credit program operations;
- Deploy a stormwater database application tool on-premise to support parcel data management and generation of stormwater billing determinants;
- Provide technical assistance for the configuration of the total, testing, and go-live support;
- Provide advisory support to enable successful integration of the stormwater user fee into the City's existing water/sewer utility billing system;
- Assist with customer care aspects including training for applicable City staff, and customer outreach prior to the launch of stormwater user fee billing.

# Phase II Scope of Work

The Phase 2 services involve project management and technical assistance for the implementation of the stormwater user fee.

The primary purpose of the project is to plan and execute all of the major components involved in implementing a stormwater user fee program, such that the fee can be issued beginning April 1 or July 1, 2023.

The major tasks of the project that are critical for a successful launch of the stormwater user fee are illustrated in Figure 6.

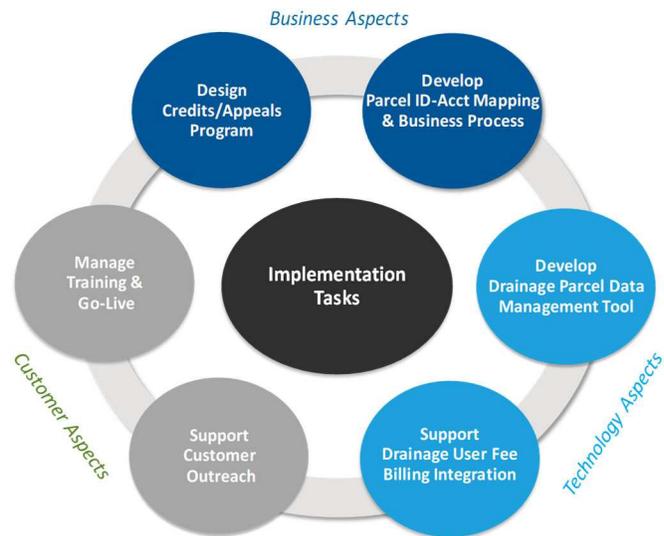


FIGURE 6 STORMWATER USER FEE IMPLEMENTATION SUPPORT TASKS

**Note:** *The scope of services described herein for these Phase 2 Implementation Services are preliminary and based on the assumptions stated herein. As the assumptions and/or needs may change based on policy decisions that are made in Phase 1 and other practical considerations, Black & Veatch will collaborate with the City’s implementation team and finalize the actual scope of services that are needed prior to the initiation of Phase 2 Implementation services that are described in the following tasks.*

## Project Planning and Management

This task will include a project planning meeting to provide an opportunity to review project objectives and confirm scope of work, review project schedule and major milestones, confirm the scope of work and deliverables, as well as confirm overall project expectations.

The project team will provide the City with an initial data request listing the basic information needed for the project. The data request may include updated customer utility account data from the billing system, updated parcel data from Jackson and Cass County, existing utility rate ordinances, and any available business process workflows pertaining to utility bill run and customer service.

Our project management activities include general project coordination, staff direction, budget/scope/schedule management, and billing/invoicing activities throughout the course of the project. In addition, the Project Director and the Project Manager will provide quality assurance and control on the work executed by Black & Veatch and for project deliverables throughout the engagement.

## Task 1 – Design Credits & Appeals Program

The objective of this task is to design and implement a stormwater user fee credits and fee appeals programs. This task will include finalizing the credit program policies, the development of technical

## EXHIBIT 1 TO ORDINANCE

criteria and administrative requirements as they relate to the stormwater user fee credit and fee appeals programs.

### ***Task 1.1— Design the Credits & Fee Appeals Program Requirements***

**Work Session #1:** Conduct a [two-hour work session](#) with the City’s staff to:

- **Credits:** Define the program objectives and key policies including eligibility criteria, types and magnitude of credits, technical criteria for the various types of credits, key administrative procedures associated with the credit program, such as duration of credits, application requirements and procedures, and credits renewal process.
- **Appeals:** Define the key administrative procedures associated with the stormwater user fee appeals program, to address any customer issues associated with customer/owner information, parcel classification, impervious area data issues and other fee calculation exceptions. The procedures will cover aspects including eligible reasons for appeal, application requirements, technical handling of appeals, procedures for issuance of decisions, and any escalated rights to appeal the decision. To the extent practical, the stormwater fee appeals procedures will be aligned with the City’s existing water/sewer billing appeals process and procedures.

### ***Task 1.2— Develop the Credits & Billing Appeals Manual***

To support the implementation of the credits and appeals programs along with the launch of the stormwater user fee, the Black & Veatch team will assist with developing a comprehensive *Stormwater Credits and Appeals Manual* that clearly describes the administrative procedures/policies and technical requirements and will include the development of the requisite Application and Renewal Forms. The draft manual will be submitted for City staff review, and any suggested edits and additions will be incorporated, as applicable, and a final electronic version of the Credits/Appeals Manual will be delivered.

*Deliverable: Stormwater Fee Credits and Appeals Manual*

## **Task 2 – Develop Parcel ID – Accounting Mapping**

In defining the scope of work for this task, Black & Veatch assumes that the City will choose to bill the new stormwater user fee using the City’s existing water and sewer utility billing system. The key objective of this task is to develop the necessary cross-reference between the parcel identification number (“parcel id”) of a parcel and the water/sewer accounts in the City’s utility billing system that may exist in that parcel.

**Note:** This cross-referencing is critical to have the ability to include the stormwater user fee in the City’s water/sewer utility bill, using its CIS Infinity utility billing system.

## EXHIBIT 1 TO ORDINANCE

Key subtasks include the following:

### ***Task 2.1 - Data Gathering & Programmatic Mapping***

Black & Veatch will obtain the most current parcel data from the Jackson and Cass County Tax Assessor's offices and also obtain the most current water/sewer accounts data from City's CIS Infinity system to perform this programmatic mapping. We'll provide a list of the specific fields of data needed on the City's water/sewer accounts to facilitate data extraction from CIS Infinity billing system.

The Black & Veatch team will then perform a programmatic mapping between the two data sets based on location address strings, and any other applicable parameter to programmatically cross-reference a Parcel ID with one or more of the water and/or sewer accounts that may exist in that parcel. The protocol that is used to establish the programmatic mapping will be documented and reviewed with City staff. To the extent practical, a repeatable protocol that can provide reliable cross-referencing will be defined.

The programmatic mapping effort will provide outputs that include both key parcel attributes and utility account attributes.

- Parcel Attributes: For example, the expected parcel attributes include Parcel ID; Location Address; Stormwater Class; Parcel Area; Estimated Impervious Area; and any other field that is defined as necessary in the final Master Account File ("MAF").
- Account Attributes: For example, the expected utility account attributes include Account Number; Location Address; Billing Address, Owner/Tenant, and any other field that is defined as necessary in the MAF.

The key objective is to develop a MAF that reflects a reliable cross-referencing between the Parcel ID and the utility accounts located in that parcel location.

Based on the programmatic mapping exercise, the Black & Veatch team expects to provide the following two files:

- List #1: Preliminary list of MAF where Parcels are successfully mapped to corresponding water/sewer accounts (Non-Vacant Stormwater Class).
- List #2: Preliminary list of MAF where Parcels are mapped to corresponding water/sewer accounts, but the Parcel has a Vacant ("undeveloped land") Stormwater Classification. (This list will require an investigation of the County's land use code accuracy and any necessary subsequent adjustments to the stormwater classification, as needed).

Note: These two lists will reflect either One Parcel mapped uniquely to One Water/Sewer Account (if only one meter exists in the parcel) OR One Parcel mapped to many accounts (if multiple meters exist in that one parcel).

- List #3: List of Parcels where no water/sewer account # could be found (This will initially be deemed to be "Stormwater Only Service" parcels).
- List #4: List of Accounts where no Parcel ID could be found.

## EXHIBIT 1 TO ORDINANCE

### **Task 2.2 - Parcel-Accounts Exception Resolution Protocol & Investigation**

List #2, List #3, and List #4 generated in Task 2.1 will be deemed as exceptions lists, where manual investigation will be necessary to determine the mapping between Parcel ID and utility accounts. The project team will work with City staff to define a manual investigation protocol which will provide a consistent and repeatable process to perform a desktop analysis of each parcel and account in the three exception lists, to determine the feasibility of either finding associated accounts or appropriately deeming a parcel without an account as a “stormwater only service” parcel.

#### **Assumption:**

- 1. For the purposes of this proposal we have assumed, that Black & Veatch team members will provide up to **100 hours** of technical support that includes manual desktop investigations, coordination support for managing the resolution of the exceptions list, and the QAQC of the resolved lists.*
- 2. Any Field investigations and desktop investigations that may be necessary, beyond Black & Veatch team’s assistance of 100 hours are assumed to be the responsibility of the City.*

### **Task 2.3 - Final QA/QC and Mapped File Delivery**

On completion of all the investigations in subtask 2.2, the Black & Veatch team will deliver two files:

- List of Parcels mapped to Water/Sewer accounts.
- List of “Stormwater Only Service” parcels without any utility account. It is expected that the City will then provide this list to its CIS Infinity billing system vendor to create “Stormwater Only Accounts” for these parcels to facilitate stormwater user fee billing.
- Once the vendor creates the “stormwater only accounts” in the utility billing system, and the City provides this to Black & Veatch, we will then develop a comprehensive “Master Account File” consisting of all parcels and associating utility accounts.

## **Task 3 – Develop and Implement Stormwater Parcel Data Management Tool**

It is likely that City will need a separate stand-alone stormwater parcel data management tool to process and manage impervious area updates, process billing determinants as well as credits and appeals requests from customers. To support the monthly billing of stormwater user fee, we anticipate that the stand-alone tool will provide the necessary billing determinants, through a file transfer mechanism, to the City’s CIS Infinity utility billing system.

### **Task 3.1 – Confirm Stormwater Tool Deployment Requirements**

At the initiation of this task, Black & Veatch technology specialists will collaborate with the City’s IT department and relevant staff who will be involved in the deployment and administration of the stormwater tool to determine the on-premise and/or cloud deployment requirements. The review will include the affirmation of application server and other security requirements for the stormwater end-user application and database.

## EXHIBIT 1 TO ORDINANCE

### **Task 3.2 – Deploy Application / Admin Training**

In this subtask, the Black & Veatch specialists will provide the necessary technical support and guidance to deploy to deploy the user application in the City’s application servers (or the City’ Azure cloud environment). Black & Veatch will assist in performing the initial set up and configuration of the web application on an application server (IIS). Or, in the case of a cloud deployment, we will assist the City team to set up enterprise application configuration and configure and deploy the Azure web app service. Once successfully deployed, Black & Veatch will provide a 2-hour training session to the application administrators on the user interface functions, navigation, configuration features, data validation procedures, and other aspects of the tool.

### **Task 3.3 – Configure Stormwater Tool**

Black & Veatch team will then set up the configuration in the tool to address various configuration parameters including Parcel Types; Stormwater Classification; Credit types; Fee Appeals reasons, etc. In addition, in this task, we will help configure the appropriate designation of parcel types, impervious area calculation methods, rate types, to the appropriate stormwater classes or parcel types.

In addition, the rates and charges finalized for the stormwater user fee will be configured in the Stormwater Tool as well along with user access privileges for the various class of users.

Black & Veatch team will have an [onsite review meeting](#) to review all the configuration setup via the stormwater user application and any other configuration that is defined in the database.

*Assumption: For the purposes of project fee estimate, it is assumed that the City will have up to three types of stormwater credits and therefore, the tool will calculate credits for up to three types of credits.*

### **Task 3.4 – Complete Bulk Data Migration**

On successful deployment and configuration of the tool as described in Task 3.3 and Task 3.4 respectively, Black & Veatch will then assist the City’s IT team in performing a bulk import of the City’s parcel data attributes and the impervious area data into the stormwater tool. It is important to note that the parcel data attributes along with impervious area attributes (developed by Surdex in Phase I) will need to be formatted to be conducive for bulk import into the stormwater tool.

Black & Veatch will perform the necessary QAQC of the imported data to confirm the tally of parcel records before and after import and validate the accuracy of the bulk import of parcel data and related attributes.

### **Task 3.5 – Perform End User Testing**

On completion of Tasks 3.2 through 3.4, the Black & Veatch testing team will help the City IT team plan for a comprehensive end-user testing session so as to perform a rigorous testing of all the functional aspects including data import, accuracy of the application configuration, calculation of impervious area, billing units and the stormwater charge after the application of applicable credits. To facilitate this end-user testing session, the Black & Veatch team will create a testing plan as applicable and help document the test results and resolutions.

We anticipate a three-hour (3-hour) end user testing session with relevant City staff.

## EXHIBIT 1 TO ORDINANCE

### **Task 3.6 – Conduct Final Trial Run and Sign-off Review with the City**

On successful completion of the City’s end-user and administrator testing sessions, Black & Veatch will resolve any remaining exceptions and conduct a final test run of the tool. Black & Veatch will then review the trial run results with the City team to affirm the successful processing of the City’s parcel data, generation of the billing determinants, calculation of the charges for all the parcels deemed billable in the City.

On successful deployment, configuration, testing and the trial run Black & Veatch team will obtain a final review and sign-off on the configuration and testing plan to indicate the successful launch of the stormwater tool.

### **Task 4 – Stormwater User Fee Billing Integration Support**

The objective of this task is for Black & Veatch to provide limited advisory support to the City and its billing system vendor for integrating the stormwater charge in to the water/sewer utility bills, and to provide the billing determinants file from the parcel data management tool in the format that the CIS Infinity system would need.

#### **Task 4.1 – Generate Billing Determinants and Provide Advisory Support**

Black & Veatch will participate in up to [two conference calls](#) with the City team and its billing vendor to provide responses to any questions the City’s IT staff and its billing system vendor may have on the billing determinants file that the stormwater tool can export.

During Task 3.1, the Black & Veatch team will discuss with the City’s IT staff and if desired, with its billing vendor, the specific data fields that should be included in the billing determinants file and the format of that file. Based on the requirements that are agreed upon, the Black & Veatch team will design the Billing Determinants File that will be exported.

***Assumption:** The design/programming tasks associated with importing stormwater fee billing determinant data into the utility billing system and any associated modifications to the CIS Infinity billing system to incorporate the stormwater user fee into a customer’s water/sewer bill are not part of the Black & Veatch scope. It is assumed that the City will handle all tasks pertaining to modifications to the utility billing system collaborating with its billing system vendor.*

### **Task 5 – Business Process Definition, Billing Operations Manual and Staff Training**

The objective of this task is to determine the business process workflows for key stormwater user fee business processes including stormwater parcel data management, bill runs, and credits and appeals processing.

#### **Task 5.1 - Business Process Workflow Session**

**Work Session #3:** Black & Veatch will facilitate a [two-hour work session](#) with the City’s billing/customer service team to define the key activities to be performed, the task owner, the flow of activities, and key inputs and outputs as they relate to bill runs, credits, appeals, and customer service responses.

## EXHIBIT 1 TO ORDINANCE

### **Task 5.2 – Business Process Workflows**

Based on the activities that are defined in subtask 5.1, Black & Veatch will develop workflow maps to assist City staff in executing the following activities:

- Monthly processing of parcel data in the *Stormwater Application Tool*, handling of parcel changes and parcel exceptions, and generation of the billing determinants export file.
- Handling of stormwater user fee credit requests, user fee appeals and associated billing adjustments, and general stormwater user fee billing related customer inquiries.

In addition, if requested, Black & Veatch will develop a “Bill Run Quick Reference Sheet” to provide staff with a high-level overview of the bill run activity description, timelines and needed actions that are specific to stormwater data processing and billing determinants file generation.

*Deliverable: Business Process Workflows and Bill Run Reference Sheet*

### **Task 5.3 – Staff Training**

The Black & Veatch team will assist City management in conducting [one two hour training session](#) to train the billing, customer service, and any other pertinent staff on the business procedures (workflows), and in using the Stormwater Application tool for billing, credits/appeals, and customer service functions.

## **Task 6 – Customer Outreach Support**

### **Task 6.1 - Public Outreach Materials**

Proactive customer outreach and notification are necessary for a successful launch of a stormwater user fee and credits/appeals program. In addition, sufficient stakeholder notification is necessary to address customer concerns and mitigate potential challenges. Black & Veatch will support the City’s outreach efforts with the following tasks:

The Black & Veatch team will assist in the preparation of public outreach materials. Anticipated outreach materials include PowerPoint presentations for key stakeholder groups, Frequently Asked Questions (FAQs), and customer notification letters for use at stakeholder outreach events.

*Assumption: With regard to customer notifications, the Black & Veatch team assumes that the City will provide notification to all customers via a mass mailing either as a stand-alone notification or included as a bill stuffer with an existing utility bill.*

### **Task 6.2 - Public Outreach Participation**

Black & Veatch assumes that the the City will conduct up to [three public outreach events](#) in the form of an “Open House” to inform the public of the upcoming changes in stormwater funding policy and allow customers the opportunity to pose questions and learn more information about the City’s stormwater management needs and the stormwater user fee. The Black & Veatch team will provide support at each of the three stakeholder outreach events.

# Phase II Project Fee

Based on the scope of work for Tasks 1 through 6 discussed in the proposed scope of work, Black & Veatch estimates that we can accomplish the tasks for a project fee amount of \$156,857 inclusive of expenses and subcontractor costs. The project fee by task is shown in Table 3.

TABLE 3 PHASE II FEE

Phase II	Hours	Task Amount
<b>Stormwater User Fee Development</b>		
Project Management	12	\$ 3,500
Task 1 - Design Credits & Appeals Program	44	\$ 10,560
Task 2 - Parcel ID - Account Mapping	186	\$ 45,020
Task 3 - Develop & Implement Stormwater Parcel Data Management Tool	134	\$ 42,270
Task 4 - Stormwater User Fee Billing Integration Support	52	\$ 14,620
Task 5 - Business Process Definition, Billing Operations Manual and Staff Training	43	\$ 10,940
Task 6 - Public Outreach Support	156	\$ 28,347
Direct Expenses		\$ 1,600
<b>TOTAL STUDY HOURS AND FEE</b>	<b>627</b>	<b>\$ 156,857</b>

Additional services, over and beyond those identified in Tasks 1 through 6 of the proposal, can be provided for an additional cost based on the hourly billing rates shown in Table 4.

TABLE 4 PHASE II HOURLY BILLING RATES

Black & Veatch Team Member	Hourly Billing Rates (\$/Hr)
Managing Director	\$ 320
Principal Consultant	\$ 305
Manager	\$ 285
Planning Engineer	\$ 260
Consultant	\$ 245
Analyst	\$ 145
Senior Analyst	\$ 195

ModOp Team Role	Hourly Billing Rates*
Acct Director	\$ 155
Copywriter	\$ 150
Graphic Design	\$ 150
Administrative	\$ 121

\*Rates include 15% subcontractor markup

# Phase II Project Schedule

Black & Veatch team can perform the scope of services defined in Tasks 1 through 6 over an eight to 10 month period following notice to proceed. Figure 7 illustrates the anticipated timeline for the completion of key milestone tasks.

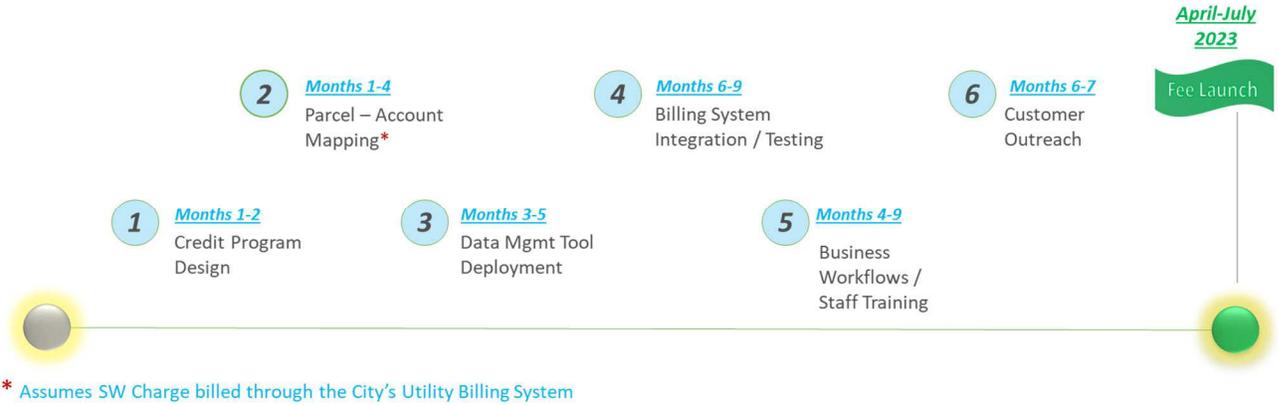


FIGURE 7 ESTIMATED PHASE II TIMELINE

<b>CONSULTANT SELECTION RANKING</b>	
<b>Stormwater Utility Rate &amp; Implemenation Study</b>	
<b><u>CONSULTANT</u></b>	<b>RANK</b>
<b>Black &amp; Veatch</b>	<b>1</b>
<b>Burns &amp; McDonnell</b>	<b>2</b>
<b>Raftelis</b>	<b>3</b>

## Packet Information

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**File #:** TMP-2054, **Version:** 1

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An Ordinance approving Modification No. 2 to an Agreement for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046), between the City of Lee's Summit, Missouri, and TranSystems Corporation, for an increase of \$199,791 with an amended not to exceed amount of \$1,379,103, and authorizing the City Manager to execute an agreement for the same.

Issue/Request:

An Ordinance approving Modification No. 2 to an Agreement for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046), between the City of Lee's Summit, Missouri, and TranSystems Corporation, for an increase of \$199,791 with an amended not to exceed amount of \$1,379,103, and authorizing the City Manager to execute an agreement for the same.

Key Issues:

- Pursuant to Ordinance No. 8865, the City and TranSystems Corporation (hereinafter "Engineer") entered into an Agreement for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046) dated April 28, 2020 (hereinafter "Base Agreement")
- The City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated April 22, 2021, to design for a water main extension along Pryor Road from Scherer Road to Longview Road.
- After completion of preliminary design, public input, and recent development changes to the surrounding area, City staff has determined the necessity to incorporate geometric design changes to existing water mains, landscaping amenities to the Pryor Road corridor, and additional land surveying staking for the project (hereinafter "Services").
- Engineer has submitted a proposal with estimated costs to provide the Services.
- The City desires to further modify the Base Agreement, as amended, with Engineer for the Services (hereinafter "Modification No. 2").

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Modification No. 2 to an Agreement for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046), between the City of Lee's Summit, Missouri, and TranSystems Corporation, for an increase of \$199,791 with an amended not to exceed amount of \$1,379,103, and authorizing the City Manager to execute an agreement for the same.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance approving Modification No. 2 to an Agreement for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046), between the City of Lee's Summit, Missouri, and TranSystems Corporation, for an increase of \$199,791 with an amended not to exceed amount of \$1,379,103, and authorizing the City Manager to execute an agreement for the same.

SECOND MOTION: I move for adoption of an Ordinance approving Modification No. 2 to an Agreement for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046), between the City of Lee's Summit, Missouri, and TranSystems Corporation, for an increase of \$199,791 with an amended not to exceed amount of \$1,379,103, and authorizing the City Manager to execute an agreement for the same.

Background:

The City and TranSystems Corporation entered into an Agreement dated April 28, 2020, (RFQ No. 2020-046) for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road project. TranSystems Corporation has completed preliminary plans for the project. City staff and TranSystems held a public meeting for the project on July 21, 2021 to present those preliminary plans.

After the original agreement was executed, the City was awarded \$3.93 million of federal STP funding through Mid-America Regional Council (MARC) for the project. Also, new development construction adjacent to the corridor has occurred.

Recent subdivision development has resulted in roadway impacts to include the need for additional turn lanes on Pryor and new intersecting City streets, such as 126th Terrace. As part of the approval for these developments, separate agreements have been put in place between developers and the City to compensate the City for building the turn lanes on Pryor as part of the City's Pryor Road project to accommodate the new neighborhood development. Additional survey data is needed in the areas of the corridor that have had development impacts so that current data can be incorporated into the plans and right of way exhibits. Also, additional survey staking will be required to establish a survey centerline in order for utility providers to be better able to coordinate and relocate their utility.

Due to geometric changes including the widening of Pryor Road to four lanes, and the modifications to the vertical alignment needed to improve intersection sight distances, some sections of existing Lee's Summit and KCMO waterlines must be moved both horizontally and vertically. Since the existing KCMO waterline is located in a dedicated KCMO utility easement adjacent to City right of way, the City will have to pay for the design and relocation of the impacted KCMO waterline with the Pryor Road project. TranSystems Corporation has the staff and capability to prepare the design plans required to incorporate the Lee's Summit and KCMO waterline modifications required into the construction contract of the roadway project.

In order to qualify for federal funding through MARC, public agencies must commit to including green infrastructure on applications for federal funds. Green infrastructure includes trees, landscaping, and grass plantings. Also, many public comments from the recent public meeting for the project indicated a desire for trees and landscaping along the Pryor Road corridor. City staff has therefore requested that TranSystems Corporation incorporate landscape design amenities into the roadway project. This will be done by subcontracting landscaping work to Vireo, a landscape architecture firm. The scope and fee for Vireo to assess

the corridor and design locations for trees and landscaping is also included in this contract modification.

The total additional design fee for this amendment is \$199,791. These scope changes and federal funding compliance requirements necessitate a modification to the project timeline. Therefore, the project completion date is modified from September, 2021 to September, 2022 with this amended agreement.

Impact/Analysis:

The modification to the agreement will allow the City to adjust existing KCMO and Lee's Summit water main infrastructure, obtain updated land survey data, and incorporate green infrastructure amenities into the planned improvements on the Pryor Road from Longview Road to Hook Road project.

Timeline:

Construction start date spring of 2023

Jackie White, Senior Staff Engineer

Staff recommends approval of an Ordinance approving Modification No. 2 to an Agreement for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046), between the City of Lee's Summit, Missouri, and TranSystems Corporation, for an increase of \$199,791 with an amended not to exceed amount of \$1,379,103, and authorizing the City Manager to execute an agreement for the same.

Committee Recommendation:

## **BILL NO. 21-**

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AN ORDINANCE APPROVING MODIFICATION NO. 2 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PRYOR ROAD IMPROVEMENTS FROM LONGVIEW ROAD TO HOOK ROAD (RFQ NO. 2020-046), BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND TRANSYSTEMS CORPORATION, FOR AN INCREASE OF \$199,791 WITH AN AMENDED NOT TO EXCEED AMOUNT OF \$1,379,103.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, pursuant to Ordinance No. 8865, the City and TranSystems Corporation (hereinafter "Engineer") entered into an Agreement for Professional Engineering Services for the Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046) dated April 28, 2020 (hereinafter "Base Agreement"); and

WHEREAS, pursuant to Ordinance No. 9134, the City and Engineer modified the Base Agreement per Modification No. 1 dated April 22, 2021, to design for a water main extension along Pryor Road from Scherer Road to Longview Road; and

WHEREAS, after completion of preliminary design, public input, and recent development changes to the surrounding area, City staff has determined the necessity to incorporate geometric design changes to existing water mains, landscaping amenities to the Pryor Road corridor, and additional land surveying staking for the project (hereinafter "Services"); and

WHEREAS, Engineer has submitted a proposal with estimated costs to provide the Services; and

WHEREAS, the City desires to further modify the Base Agreement, as amended, with Engineer for the Services (hereinafter "Modification No. 2").

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri, hereby approves Modification No. 2 for an increase of \$199,791 with an amended not to exceed amount of \$1,379,103.00, substantially similar to said modification agreement attached hereto as "Exhibit 1".

SECTION 2. The City Council of the City of Lee's Summit, Missouri, hereby authorizes the City Manager, or designee, to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 3. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 4. 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. 21-**

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SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Ison, Chief Counsel of Infrastructure & Recreation

**EXHIBIT 1 TO ORDINANCE**

**MODIFICATION NO. 2 TO AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR PRYOR ROAD IMPROVEMENTS FROM LONGVIEW ROAD TO HOOK ROAD  
(RFQ NO. 2020-046)**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and TranSystems Corporation (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement for Professional Engineering Services for Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046) dated April 28, 2020 (hereinafter "Base Agreement"); and

**WHEREAS**, City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated April 22, 2021, to design for a water main extension along Pryor Road from Scherer Road to Longview Road; and

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

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

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

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

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

Article I of the Base Agreement, as amended, is hereby further amended to also include the services contained in *Exhibit A*, attached hereto and incorporated herein by reference.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement, as amended, is hereby further amended to provide additional compensation to Engineer as follows:

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I of this Modification No. 2 above shall not exceed the total sum of One Hundred Ninety-Nine Thousand Seven Hundred Ninety-One Dollars (\$199,791). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not

## EXHIBIT 1 TO ORDINANCE

exceed the total sum of One Million Three Hundred Seventy-Nine Thousand One Hundred Three Dollars (\$1,379,103).

- B. The amended total not to exceed amount for both the Basic Services and Optional Services is One Million Three Hundred Seventy-Nine Thousand One Hundred Three Dollars (\$1,379,103).

### ARTICLE V COMPLETION TIME

Article V of the Base Agreement, as amended, is hereby amended as follows:

- Final deliverables by September 2022

### ARTICLE VIII ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Base Agreement not amended by this Modification No. 2 to Agreement shall remain in full force and effect.

This Modification No. 2 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**EXHIBIT 1 TO ORDINANCE**

**IN WITNESS WHEREOF**, the parties have caused this Modification to Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LEE'S SUMMIT, MISSOURI**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**TRANSYSTEMS CORPORATION**

  
\_\_\_\_\_

BY: Franklin L. Weatherford, PE

TITLE: Principal

ATTEST:

\_\_\_\_\_

## EXHIBIT 1 TO ORDINANCE



**TranSystems**  
2400 Pershing Road, Suite 400  
Kansas City, MO 64108  
Tel 816 329 8600  
Fax 816 329 8601  
www.transystems.com

### EXHIBIT A

#### **CONTRACT AMENDMENT 2 – ADDITIONAL SERVICES FROM SCHERER ROAD TO LONGVIEW ROAD LEE’S SUMMIT, MISSOURI**

The following Scope of Services describes the Design Professional’s additional services for the following items in conjunction with the Pryor Road Hook to Longview (RFQ No. 2020-046) improvements project for the City of Lee’s Summit Public Works Department (“City”). These services are added to the agreement dated April 28, 2020. All other terms and conditions set forth in the original agreement as amended remain in full force.

- Prepare Water Main Relocation Plans for 30-inch Kansas City, Missouri Water Main – Scherer Rd. to Hook Rd.
- Prepare Water Main Relocation Plans for 16-inch Lee’s Summit, Missouri Water Main – Scherer Rd. to Hook Rd.
- Develop Landscaping Plan for the project
- Establishing existing Rights-of-way, Easements and Lots from Plats added since survey work was completed.
- Staking the Centerline of Pryor Road Improvements for Utility Relocation Reference

Each of the items are described more fully in the following sections.

#### **30-INCH KANSAS CITY WATER MAIN**

There are approximately five (5) locations along the Pryor Road project between Hook Road and Scherer Road that may require relocation of the 30-inch water main owned and operated by Kansas City, Missouri Water Services Department (WSD). This task includes coordination with WSD, project administration, preliminary and final design, preparation of construction drawings for bidding, and preparation of “as built” plans based on survey data provided by the contractor. All work will be performed in accordance with WSD standard details and procedures. This task also includes performing quality assurance and quality control (QA/QC) reviews prior to submittal on all plans and documents. Drawings will show plans and details for the proposed improvements with the water main profile. Plans will be based on survey utilized for the Pryor Road Improvements project. The water main construction drawings will include:

- WSD Cover Sheet
- WSD Legend
- WSD General Notes
- General Layout Map
- Plan and Profile Sheets
- Connection Details.

The water main construction drawings will be included in the construction drawings for the Pryor Road Improvements project and bid as part of that project. No separate bid for the water main improvements is included in this agreement.

TranSystems will prepare Technical Specifications for the WSD water main to inform the contractor that this portion of the project will need to comply with WSD standards and specifications. The specifications will be part of the contract documents prepared under the original agreement.

No fire hydrants, water main valves or other appurtenances are anticipated for the 30-inch water main. The water main will be relocated within the existing WSD easement. No additional easements will be prepared or acquired as part of the task.

The basic Scope of Services for this Project is organized into three major Task Series:

- Task Series 100 – Project Administration
- Task Series 200 – Preliminary Plans
- Task Series 300 – Final Plans and Specifications
- Task Series 400 – As Built Plans

#### **TASK SERIES 100 – PROJECT ADMINISTRATION**

##### **100 - Conduct Project Administration Services**

A. Design Professional will provide the management functions needed to complete the preliminary and final design work, including all project correspondence with WSD; consultation with WSD's staff; supervision and coordination of services; implementation of a project-specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, continuous monitoring of work progress; and invoicing for the work performed.

##### **101 - Initial Project Meeting**

A. An initial project meeting will be conducted by the TranSystems at WSD offices or virtually. The intent of this meeting is to discuss the details of the project and ensure that all parties are clear on the project expectations and outcome.

#### **TASK SERIES 200 – PRELIMINARY DESIGN**

##### **200 - Preliminary Layout Drawing Review**

A. Two of the five locations impacted by the Pryor Road project are increasing the amount of fill over the existing water main. TranSystems will work with WSD and the pipe manufacturer to determine if these areas require relocation, or if other protective measures can be utilized to allow the main to remain in place, or if the additional cover can be placed with no impact to the existing main. Two other locations are where the amount of cover is being reduced over the existing main. TranSystems will coordinate with WSD to determine if the reduced cover is significant enough to require relocation, or if other options are available to allow the main to remain in place. The vertical profile of the road will be modified at one location. The crest vertical curve at Eagle View Drive is being cut down to provide better sight distance at the intersection. This area will require relocation of approximately 800-ft of existing 30-inch water main.

B. TranSystems will create base plan sheets for up to 1,900 linear feet of water main relocation. These sheets will include existing utilities and surface features in the right-of-way and/or easement, including the proposed new water main alignment in 1"=20' scale on 22"x34" sheets for construction drawings. The sheets will be prepared using the existing mapping previously acquired for the Pryor Road Improvements project.

C. Meet with WSD and/or City staff in the field to review the base plan sheets for the planned water main alignment and receive WSD's comments. All decisions made in the field will be documented in a memo addressed to WSD's project manager. WSD and the City will approve

the proposed alignment or notify the Consultant with any changes within 2 weeks from the date of the field review.

#### **201 - Prepare Preliminary Construction Drawings**

- A. TranSystems will prepare preliminary construction drawings for the proposed water main.
- B. The preliminary drawings will include the proposed alignment, existing and proposed ground-surface profile, above-ground and buried utilities crossing locations and connection details. A profile of the water main will be developed to show grade of pipeline segments and elevations of critical points, such as changes in grade and sewer line crossings.
- C. TranSystems will perform an in-house quality review and make plan revisions accordingly prior to submitting the plan set for review by WSD and the City. The initials of the individual performing the quality review will be noted on the title block of the plans.

#### **202 - Submit Preliminary Plans**

- A. TranSystems will submit a PDF of the preliminary plans to WSD and the City for review.
- B. TranSystems will conduct one (1) review meeting with WSD and the City to review the project's progress and to receive review comments. This meeting may be conducted at WSD offices or virtually.
- C. Utility Coordination – Water Main Relocation Plans will be distributed to the other utility companies that are impacted by the Pryor Road Improvements project. Additional utility coordination will be conducted to minimize conflicts between the water main relocation and other utility relocation plans.

#### **203 - Preliminary Opinion of Probable Construction Cost**

- A. TranSystems will prepare a preliminary opinion of probable construction cost for the water main improvements and submit it to WSD and the City.

### **TASK SERIES 300 – FINAL PLANS AND SPECIFICATIONS**

#### **300 - Prepare Final Construction Drawings**

- A. TranSystems will prepare final construction drawings for the proposed water main relocation work. These will include final and interim connection details, dimensions, schedules, and diagrams to clearly define the work required for the water main relocation.
- B. TranSystems will prepare final technical specifications for the water main relocation in accordance with WSD's standard plans and specifications. These will be incorporated into the bid documents prepared for the Pryor Road project in accordance with the original agreement.
- C. TranSystems will perform an in-house quality review and make revisions to the plans and specifications accordingly prior to submitting the plan set for review by WSD and the City. The initials of the individual performing the quality review will be noted on the title block of the plans.

#### **301 - Submit Final Construction Drawings and Specifications**

- A. TranSystems will submit a PDF of the Final Plans and Specifications to WSD and the City for review.
- B. TranSystems will conduct one (1) review meeting with WSD and the City to review the comments related to the Final Plans and Specifications submittal. This meeting may be conducted at WSD offices or virtually.

C. Utility Coordination – Final Water Main Relocation Plans will be distributed to the other utility companies that are impacted by the Pryor Road project. Additional utility coordination will be conducted to minimize conflicts between the water main relocation and other utility relocation plans.

### **302 - Finalize Drawings for Bidding**

A. TranSystems will address review comments related to the Final Plans and Specifications review meeting and finalize the construction drawings. One PDF copy of the final construction drawings and specifications will be submitted to WSD and the City.

B. TranSystems will include a PDF set of signed and sealed construction drawings in the bid package for the Pryor Road Improvements project.

### **303 - Prepare Final Opinion of Probable Cost**

A. TranSystems will prepare a final opinion of probable construction cost for the water main improvements and submit it to WSD and the City.

## **TASK SERIES 400 – PREPARE AS-BUILT PLANS FOR WSD**

### **400 – As Built Plans**

A. The contractor will be required to survey and joints, fittings, connections, etc. per WSD standard specifications. This work will be done by a Registered Land Surveyor duly licensed in the State of Missouri. This information will be provided to TranSystems by the WSD inspector present during construction. TranSystems will use this information to prepare “As Built” plans in accordance with WSD specifications.

B. A final PDF will be submitted to WSD and the City for their review of the “as built” plan data. Comments will be provided to TranSystems, and incorporated into the “as built” plans.

C. TranSystems will submit the final “as built” plan set to WSD.

## **16-INCH LEE’S SUMMIT WATER MAIN**

There are six (6) locations along Pryor Road between Hook Road and Scherer Road that may require relocation of the City of Lee’s Summit’s 16-inch water main. This task includes coordination with Lee’s Summit Water Utilities (LS Water), project administration, preliminary and final design and preparation of final construction drawings and specifications for bidding. All work will be performed in accordance with LS Water standard details and procedures. This task also includes performing quality assurance and quality control (QA/QC) reviews prior to submittal on all plans and documents. Drawings will show plans and details for the proposed improvements with the water main profile. Plans will be based on the survey utilized for the Pryor Road Improvements project. The water main construction drawings will include:

- LS Water Cover Sheet
- LS Water Legend
- LS Water General Notes
- General Layout Map
- Plan and Profile Sheets
- Connection Details.

The water main construction drawings will be included in the construction drawings for the Pryor Road Improvements project and bid as part of that project. No separate bid for the water main improvements is included in this agreement.

TranSystems will prepare Technical Specifications for the LS Water main to inform the contractor that this portion of the project will need to comply with LS Water standards and specifications. The specifications will be part of the contract documents prepared under the original agreement.

The specific design criteria for the water main will include the following:

- Fire hydrants impacted by the water main relocation or affected by the roadway improvements will be noted for relocation along the water main per City code or as approved by the City.
- No new right-of-way or easement is anticipated for this task. It is the intent that the water main will be relocated within the existing LS Water easement or within existing rights-of-way, or those easements or rights-of-way defined for the roadway project.
- No new valves are anticipated for the project. However, should the portion of the main being relocated include a valve (standard shut-off valve or air release valve) a new valve will be shown in a similar location on the relocated main.
- Perform QA/QC reviews prior to all plan submittals.

The basic Scope of Services for this Project is organized into three major Task Series:

- Task Series 100 – Project Administration
- Task Series 200 – Preliminary Plans
- Task Series 300 – Final Plans
- Task Series 400 – As Built Plans

#### **TASK SERIES 100 - PROJECT ADMINISTRATION**

##### **100 - Conduct Project Administration Services**

A. Design Professional will provide the management functions needed to complete the preliminary and final design work, including all project correspondence with the City; consultation with the City's staff; supervision and coordination of services; implementation of a project-specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, continuous monitoring of work progress; and invoicing for the work performed. Design Professional shall prepare and distribute meeting minutes for action items of plan review to the City.

##### **101 - Initial Project Meeting**

A. An initial project meeting will be conducted by the Design Professional at City of Lee's Summit offices or virtually. The intent of this meeting is to discuss the details of the project and ensure that all parties are clear on the project expectations and outcome.

#### **TASK SERIES 200 – PRELIMINARY DESIGN**

##### **200 - Preliminary Layout Drawing Review**

A. Two of the six locations Impacted by the Pryor Road project are increasing the amount of fill over the existing water main. TranSystems will work with LS Water and the pipe manufacturer to determine if these areas require relocation, or if other protective measures can be utilized to allow the main to remain in place, or if the additional cover can be placed with no impact to the existing main. There are four more locations where the amount of cover is being reduced over the existing main. TranSystems will coordinate with LS Water to

determine if the reduced cover is significant enough to require relocation, or if other options are available to allow the main to remain in place.

B. TranSystems will create base plan sheets for up to 5,600 linear feet of water main relocation. These sheets will include existing utilities and surface features in the right-of-way and/or easement, including the proposed new water main alignment in 1"=20' scale on 22"x34" sheets for construction drawings. The sheets will be prepared using the existing mapping previously acquired for the Pryor Road improvement project.

C. Meet with LS Water staff in the field to review the base plan sheets for the planned water main alignment and receive LS Water's comments. All decisions made in the field will be documented in a memo addressed to LS Water's project manager. The City will approve the proposed alignment or notify the Consultant with any changes within 2 weeks from the date of the field review.

### **201 - Prepare Preliminary Construction Drawings**

A. TranSystems will prepare preliminary construction drawings for the proposed water main.

B. The preliminary drawings will include the proposed alignment, existing and proposed ground-surface profile, above-ground and buried utilities crossing locations, relocated valves, branch-line connections, and connection details. A profile of the water main will be developed to show grade of pipeline segments and elevations of critical points, such as changes in grade and sewer line crossings.

C. TranSystems will perform an in-house quality review and make plan revisions accordingly prior to submitting the plan set for review by LS Water. The initials of the individual performing the quality review will be noted on the title block of the plans.

### **202 - Submit Preliminary Plans**

A. TranSystems will submit a PDF of the preliminary plans to LS Water for review.

B. TranSystems will conduct one (1) review meeting with LS Water to review the project's progress and to receive its review comments. This meeting will be conducted at City of Lee's Summit offices or virtually.

C. Utility Coordination – Water Main Relocation Plans will be distributed to the other utility companies that are impacted by the Pryor Road Improvements project. Additional utility coordination will be conducted to minimize conflicts between the water main relocation and other utility relocation plans.

### **203 - Preliminary Opinion of Probable Construction Cost**

A. TranSystems will prepare a preliminary opinion of probable construction cost for the water main improvements and submit it to LS Water.

## **TASK SERIES 300 – FINAL PLANS**

### **300 - Prepare Final Construction Drawings**

A. TranSystems will prepare final construction drawings for the proposed water main relocation work. These will include final and interim connection details, dimensions, schedules, and diagrams to clearly define the work required for the water main relocations.

B. TranSystems will prepare final technical specifications for the water main relocation in accordance with LS Water's standard plans and specifications. These will be incorporated into

the bid documents prepared for the Pryor Road Improvements project in accordance with the original agreement.

C. TranSystems will perform an in-house quality review and make revisions to the plans and specifications accordingly prior to submitting the plan set for review by LS Water. The initials of the individual performing the quality review will be noted on the title block of the plans.

### **301 - Submit Final Completion Drawings**

A. TranSystems will submit a PDF of the Final Plans and Specifications to LS Water for review.

B. TranSystems will conduct one (1) review meeting with LS Water to review the comments related to the Final Plans and Specifications submittal. This meeting may be conducted at City of Lee's Summit offices or virtually.

C. Utility Coordination – Final Water Main Relocation Plans will be distributed to the other utility companies that are impacted by the Pryor Road project. Additional utility coordination will be conducted to minimize conflicts between the water main relocation and other utility relocation plans.

### **302 - Finalize Drawings for Bidding**

A. TranSystems will address review comments related to the Final Plans and Specifications review meeting and finalize the construction drawings. One PDF copy of the final construction drawings and specifications will be submitted to City Water.

B. TranSystems will include a PDF set of signed and sealed construction drawings in the bid package for the Pryor Road Improvement project.

### **303 - Prepare Final Opinion of Probable Cost**

A. TranSystems will prepare a final opinion of probable construction cost for the Project and submit it to LS Water.

## **TASK SERIES 400 – PREPARE AS-BUILT PLANS FOR CITY WATER**

### **400 – As Built Plans**

A. The contractor will be required to survey and joints, fittings, connections, etc. per LS Water standard specifications. This work will be done by a Registered Land Surveyor duly licensed in the State of Missouri. This information will be provided to TranSystems by the WSD inspector present during construction. TranSystems will use this information to prepare "As Built" plans in accordance with City Water specifications.

B. A final PDF will be submitted to City Water for their review of the "as built" plan data. Comments will be provided to TranSystems, and incorporated into the "as built" plans.

C. TranSystems will submit the final "as built" plan set to LS Water.

## **LANDSCAPING PLAN**

The City requested a landscaping plan be included in the project in accordance with funding applications and the public information about the project. A budget for design and construction was established at approximately \$350,000. Landscaping work may be located on City right-of-way, or on private property. The intent is to create several "places" along the project where landscaping can be accommodated. These could be at intersections, approaches to intersections or at strategic locations along the multi-use trail on the west side of Pryor Road. The following more specifically outlines the tasks to be undertaken to create the landscaping plan.

### TASK 1 - CONCEPT DESIGN

The following outline is a summary of the products to be included in the Concept Design phase. Upon approval of this concept it will become the basis for Preliminary Design. Tasks in this phase include:

- 1.1 Kick-off Meeting: An initial kick-off meeting will be held with the City to go over the intended design process and make sure we're all in synch with the project approach.
- 1.2 Site Inventory: A site visit will be performed to assess existing topography, drainage patterns, existing and proposed vegetation, structures and overall character for use in designing enhancements that are context sensitive to the surrounding landscape. A site analysis presentation graphics is not included in this agreement.
- 1.3 Landscape Concept: An overall concept for the corridor will be developed based upon information provided by the City and gathered at the Site Inventory. The concept will include general layout and plant types. As part of the concept an analysis of the existing shared-use trail alignment will be performed to look for low impact areas (limited r/w required) where the trail can be shifted in order to create areas for landscaping. Potential modifications will be shown on the concept exhibit for discussion with the City.
- 1.4 Final Landscape Concept Design: The concept design will be finalized for the corridor based upon feedback provided by the City and design team.
- 1.5 Present Final Concept Design: The final concept will be presented at a virtual meeting.

*The concept plan exhibit will be delivered in PDF format and may include hand-drawn plans, sketches and/or photographic reference of proposed enhancements to convey the design intent.*

### TASK 2 – PRELIMINARY DESIGN

The following outline is a summary of the products to be included in the Preliminary Design phase. Upon approval of these plans they will become the basis for Final Design. Tasks include:

- 2.1 Preliminary Landscape Plans: A preliminary landscape plan will be developed for the corridor based on the approved Concept Design. The following plans will be prepared:
  - a. Landscape plans and pertinent details
  - b. Bid quantities, notes and plant schedules

*Preliminary Landscape Plans will be submitted to for review.*

- 2.2 Technical Specifications: An index of anticipated specifications will be created.
- 2.3 Preliminary Opinion of Probable Costs: A preliminary opinion of probable costs will be prepared based on the Preliminary Design documents. This estimate will break down the project costs and will include bid items, quantities, and unit costs.
- 2.4 Field Check: A field check review meeting will be conducted with the City.
- 2.5 Revise and Resubmit Preliminary Plans: One (1) set of revised plans will be submitted to the City following the field check.

*The plans, specification index and opinion of probable costs will be delivered in PDF format.*

### TASK 3 - FINAL DESIGN

The following outline is a summary of the products to be included in the Final Design phase. Tasks include:

3.1. Final Landscape Plans: Final landscape plan will be prepared based upon approved Preliminary Design plans and direction from the City. The following plans will be prepared:

- a. Landscape plans and details
- b. Bid quantities, notes, and plant schedules

*Final Landscape Plans will be submitted for review and approval.*

3.2. Technical Specifications: Technical Specifications and Special Provisions will be produced as related to the Scope of Services defined herein. They will be delivered in Word and/or PDF format.

3.3. Final Opinion of Probable Costs: A final opinion of probable costs will be prepared based on the Final Landscape Plans. This estimate will break down the landscaping costs and will include bid items, quantities, and unit costs.

3.4. Final PS&E: Final revisions will be made, if necessary, and final PS&E will be submitted to the City.

*The plans, specifications and opinion of probable costs will be delivered in PDF, Word and Excel format.*

#### **ESTABLISH EXISTING RIGHTS-OF-WAY AND LOTS FROM NEW PLATS**

There have been two additional plats approved by the city since the original surveys were completed, and one additional plat is pending. The Retreat at Hook Farms is located on the northeast corner of Pryor Road and Hook Road. Hook Farms is located on the west side of Pryor Road north and south of 26<sup>th</sup> Terrace. Whispering Woods is also in the process of platting additional lots on the east side of Pryor Road, also north and south of 26<sup>th</sup> Terrace. This plat is still in process and has not been approved.

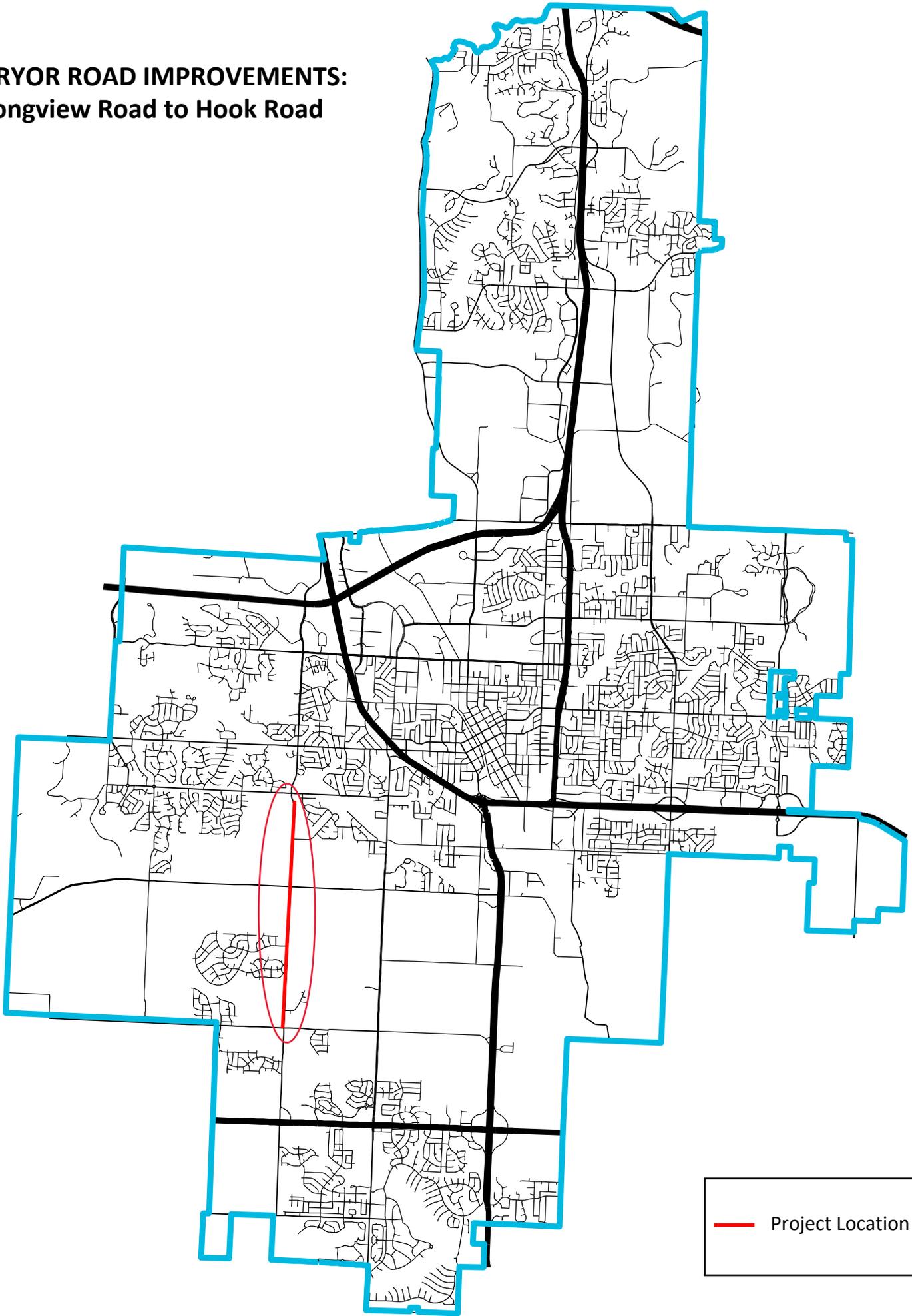
The first two plats have been filed and will be added to our existing right-of-way information. The third plat will be added as it is approved.

Registered land surveyors, duly licensed in the State of Missouri will incorporate this information into our existing rights-of-way and easement base mapping make it reflect the current property status. The City has provided title work for all other parcels and will provide title work for these lots as well to enable TranSystems to include ownership information on the plans.

#### **STAKING CENTERLINE OF PRYOR ROAD**

The City requested that the proposed centerline of Pryor Road be staked so that as utilities begin their relocation work, there will be physical indicators in the field that relate back to the plans. The overall project length is approximately 14,400 feet along Pryor Road from just south of Hook Road to just north of Longview Road. The TranSystems team will stake the proposed centerline with PK/Mag Nails and whiskers at 300-ft stations throughout the corridor. This staking will be provided once. Should additional staking or replacement of the staking be required, said services will be negotiated at that time.

**PRYOR ROAD IMPROVEMENTS:  
Longview Road to Hook Road**



— Project Location

## Packet Information

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**File #:** TMP-2001, **Version:** 1

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An Ordinance approving Addendum No. 12 to an On-Call Agreement for professional engineering services with HDR Engineering, Inc. (Original RFQ No. 2020-030-1) for the Facilities Asset Management Plan Phase 3, Part 2, for a not to exceed amount of \$68,225.00, and authorizing the City Manager to enter into an agreement for the same.

**Issue/Request:**

The City contracted with HDR for the development of an Asset Management Plan for the vertical assets related to its pumping, storage and metering operations. The report from this work is complete and acceptable by the City. Data was created in this process as to the current condition of all of the major assets at these sites and recommended process changes. The data from this report has been added to our Computerized Maintenance Management Software (CMMS) CityWorks so that we can track the improvements and changes recommended in this report. This report also recommends that the condition assessments previously completed be revisited periodically and those scores recorded and condition curves kept so that we can track facility/performance decay to aide in planning maintenance and replacement. This contract will bring HDR on to create the inspection and scoring forms inside of CityWorks and train our staff to complete this work going forward.

**Key Points:**

- The Utility maintains 22 wastewater pump stations, 10 Excess Flow Holding Basins, 4 odor control stations, 4 water towers, 4 ground storage reservoirs, and a stand pipe in addition to the nearly 1200 miles sanitary sewer collection and water distribution piping it maintains.
- Each of these sites has many components that are monitored and maintained by the Utility's Facility Division.
- This study has reviewed the operation and maintenance of the 45 facilities listed above, the major components of each site and provided a priority list for the Utility to follow based on likelihood and consequence of failure of each item and a Condition Assessment Action Plan.
- HDR has provided projected asset life cycles and a recommended financial plan for the rehabilitation or replacement of the equipment at the end of those projected life cycles.
- This amendment will provide for the city's staff to perform this work going forward and track this data in CityWorks.

**Proposed Council Motion:**

I move for adoption of an Ordinance approving Addendum No. 12 to an On-Call Agreement for professional engineering services with HDR Engineering, Inc. (Original RFQ No. 2020-030-1) for the Facilities Asset Management Plan Phase 3, Part 2, for a not to exceed amount of \$68,225.00, and authorizing the City Manager to enter into an agreement for the same.

Impact/Analysis:

The implementation of this program will help automate our programs and processes in our Facilities Section which will lead to improved maintenance and efficiency.

Timeline:

Start: 10/2021

Finish: 12/2021

Jeff Thorn PE, Deputy Director, Water Utilities

Recommendation: Staff recommends approval of an Ordinance approving Addendum No. 12 to an On-Call Agreement for professional engineering services with HDR Engineering, Inc. (Original RFQ No. 2020-030-1) for the Facilities Asset Management Plan Phase 3, Part 2, for a not to exceed amount of \$68,225.00, and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation:

I move to recommend to City Council approval of an Ordinance approving Addendum No. 12 to an On-Call Agreement for professional engineering services with HDR Engineering, Inc. (Original RFQ No. 2020-030-1) for the Facilities Asset Management Plan Phase 3, Part 2, for a not to exceed amount of \$68,225.00, and authorizing the City Manager to enter into an agreement for the same.

## **Bill 21-**

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An Ordinance approving Addendum No. 12 to an On-Call Agreement for professional engineering services with HDR Engineering, Inc. (Original RFQ No. 2020-030-1) for the Facilities Asset Management Plan Phase 3, Part 2, for a not to exceed amount of \$68,225.00, and authorizing the City Manager to enter into an agreement for the same.

WHEREAS, pursuant to Ordinance No. 8802, the City and HDR Engineering, Inc. (“Engineer”) entered into an On-Call Agreement for Professional Engineering Services (RFQ No. 2020-030-1); and

WHEREAS, the City maintains and operates a Computerized Maintenance Management System (CMMS); and,

WHEREAS, the Engineer has provided services to upgrade the CMMS to handle our vertical assets; and,

WHEREAS, the Engineer has provided services to create a condition assessment system for use in our CMMS; and,

WHEREAS, the Engineer will provide training on completing our own condition assessment of our vertical assets and integrating the information as the final function of our Facilities Asset Management Plan Program.

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

SECTION 1. The City Council of the City of Lee’s Summit, Missouri, hereby approves Addendum No. 12 to RFQ 2020-030-1, for the Facilities Asset Management Plan Phase 3, Part 2, to HDR Engineering, Inc. with a not to exceed amount of \$68,225.00, substantially similar to said addendum agreement attached hereto as “Exhibit 1”.

SECTION 2. The City Council of the City of Lee’s Summit, Missouri, hereby authorizes the City Manager, or designee, to execute the same on behalf of the City of Lee’s Summit, Missouri.

SECTION 3. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

**Bill 21-**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
*Scott Ison*, Chief Council Infrastructure and Recreation

Exhibit 1

**ADDENDUM NO. 12  
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2020-30-1**

**Facilities Asset Management Plan Phase 3 Part 2**

**THIS ADDENDUM NO. 12 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2020-30-1** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and HDR Engineering, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated December 10, 2019 (RFQ No. 2020-30-1) for professional engineering services for On-Call Professional Engineering Services (hereinafter "Base Agreement"); and,

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

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

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

**ARTICLE I**

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

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

Additional services related to the assistance in the implementation of CITYWORKS functions for assets identified in the Facilities Asset Management Plan as described in Exhibit A of the Modification No. 12 attached hereto and incorporated herein by reference. All other provisions of the Base Agreement shall remain in full force and effect.

**ARTICLE II**

**COMPENSATION FOR SCOPE OF SERVICES**

Payment to the Engineer for the services identified herein shall not exceed \$68,225, pursuant to the rates set forth in Exhibit A to the Base Agreement.

**ARTICLE III  
TERMS OF BASE AGREEMENT TO APPLY**

All terms of the Base Agreement shall remain in full force and effect and shall apply to this Addendum No. 12.

This Addendum No.12 shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Modification to On-Call Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
BRIAN HEAD  
CITY ATTORNEY

**ENGINEER:** HDR ENGINEERING, INC.

  
\_\_\_\_\_  
Joseph Drimmel (Jul 1, 2021 19:16 CDT)

BY: Joseph E. Drimmel

TITLE: Sr. Vice President

Attest:

\_\_\_\_\_

**Lee's Summit Facilities Asset Management Plan Phase 3 Part 2  
Scope and Fee**

Staff Name	Eisele	Leipard	Thaman	Rogowski	Mynatt	Davies	HDR Expenses		Subconsultants	Total
Rate Schedule Code	Senior Project Manager	Project Engineer	Senior Technical Specialist	Senior Project Manager	Senior Support Staff	Senior Support Staff	HDR Expenses	Subconsultants		
<b>TASKS</b>										
<b>A. Task 1 - Define Work Order, Condition Assessment, and Business Processes</b>										
1B Condition Assessment and Risk Scoring Practices										
1 Facilitate condition assessment practices workshop										
2 Document results of workshop and recommended condition assessment approach										
3 Develop recommended condition assessment forms for each asset class										
4 Work with City to determine technology platform										
1C Business Practices, Reporting, KPIs Tracking Workshops										
1 Facilitate workshop										
2 Document findings of workshop										
<b>Subtotal Hours</b>										
<b>Subtotal Dollars</b>										
<b>Total Task 1</b>										
<b>B. Task 2 Implementation Support</b>										
1 Develop and provide recommended templates and structures to City data management staff.										
2 Conduct regular meetings with data management staff to troubleshoot issues, provide guidance, and assist City with development of pilot project and review meeting with City to confirm results of pilots.										
3 Assist City with development of pilot project and review meeting with City to confirm results of pilots.										
4 Provide on-call support to City staff during implementation and testing of work orders, condition										
5 Facilitate up to two (2) meetings to present implementation, in conjunction with City staff.										
<b>Subtotal Hours</b>										
<b>Subtotal Dollars</b>										
<b>Total Task 2</b>										
<b>C. Task 3 Project Management</b>										
1 Project management and administration (project setup)										
2 Budget and invoice management										
<b>Subtotal Hours</b>										
<b>Subtotal Dollars</b>										
<b>Total Task 3</b>										
<b>Total Hours</b>										
<b>Total Billing Amount</b>										

Estimated Project Fee \$68,225



# RATE SCHEDULE

(JANUARY 1, 2021- DECEMBER 31, 2021)

# EXHIBIT A

ROLE .....	HOURLY RATE
PROJECT PRINCIPAL/QUALITY CONTROL	\$200.00 - \$250.00
SENIOR PROJECT MANAGER	\$175.00 - \$225.00
SENIOR TECHNICAL SPECIALIST	\$245.00-\$290.00
SENIOR PROJECT ENGINEER	\$160.00 - \$200.00
PROJECT ENGINEER	\$110.00 - \$160.00
ASSISTANT PROJECT ENGINEER	\$80.00 - \$110.00
SENIOR STRUCTURAL ENGINEER	\$150.00 - \$220.00
STRUCTURAL ENGINEER	\$90.00 - \$150.00
SENIOR ELECTRICAL ENGINEER	\$150.00 - \$220.00
ELECTRICAL ENGINEER	\$90.00 - \$150.00
SENIOR MECHANICAL ENGINEER	\$145.00 - \$200.00
MECHANICAL ENGINEER	\$90.00 - \$145.00
SENIOR ARCHITECT	\$145.00 - \$200.00
ARCHITECT ENGINEER	\$90.00 - \$145.00
SENIOR TECHNICIAN	\$125.00 - \$140.00
TECHNICIAN	\$70.00 - \$125.00
FIELD MANAGER	\$135.00-\$160.00
FIELD SUPERVISOR II	\$110.00-\$135.00
FIELD SUPERVISOR I	\$50.00-\$110.00
FIELD TECHNICIAN II	\$65.00-\$80.00
FIELD TECHNICIAN I	\$45.00-\$65.00
SURVEY MANAGER	\$115.00 - \$160.00
SURVEY CREW	\$120.00 - \$195.00
SENIOR SUPPORT STAFF	\$85.00 - \$110.00
ADMINISTRATION PERSONNEL	\$ 50.00 - \$85.00

**REIMBURSABLES:**

PRINTING & REPRODUCTION	COST
TRAVEL	CURRENT IRS RATE
PHONE	COST
MAPPING	COST
SUBCONSULTANTS	COST

## Packet Information

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**File #:** TMP-2043, **Version:** 1

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An Ordinance approving Modification No. 4 to an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-3221) between the City of Lee's Summit, Missouri, and Wilson & Company, Inc., for an increase of \$111,000 for the amended basic services, with an amended not to exceed amount of \$524,032.00, and authorizing the City Manager to execute an agreement for the same.

Issue/Request:

An Ordinance approving Modification No. 4 to an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-3221) between the City of Lee's Summit, Missouri, and Wilson & Company, Inc., for an increase of \$111,000 for the amended basic services, with an amended not to exceed amount of \$524,032.00, and authorizing the City Manager to execute an agreement for the same.

Key Issues:

- Pursuant to Ordinance No. 8417, the City and Wilson & Company, Inc. (hereinafter "Engineer") entered into an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-221) dated July 3, 2018 (hereinafter "Base Agreement").
- The City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated January 28, 2019; Modification No. 2 dated April 24, 2020; and, Modification No. 3 dated August 26, 2020 (more detailed information about what these modifications encompass can be found with the Ordinance & Agreement).
- Engineer has submitted a proposal with estimated costs to provide property staking, new road centerline staking, and construction phase services.
- The City desires to further modify the Base Agreement, as amended, with Engineer to provide said engineering services (hereinafter "Modification No. 4").

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Modification No. 4 to an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-3221) between the City of Lee's Summit, Missouri, and Wilson & Company, Inc., for an increase of \$111,000 for the amended basic services, with an amended not to exceed amount of \$524,032.00, and authorizing the City Manager to execute an agreement for the same.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of an Ordinance approving Modification No. 4 to an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-3221) between the City of Lee's Summit, Missouri, and Wilson & Company, Inc., for an increase of \$111,000 for the amended basic services, with an amended not to exceed amount of \$524,032.00, and authorizing the City Manager to execute an agreement for the same.

SECOND MOTION: I move for adoption of an Ordinance approving Modification No. 4 to an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-3221) between the City of Lee's Summit, Missouri, and Wilson & Company, Inc., for an increase of \$111,000 for the amended basic services, with an amended not to exceed amount of \$524,032.00, and authorizing the City Manager to execute an agreement for the same.

Background:

Following the qualification-based selection process, Wilson & Company, Inc. (hereinafter "Engineer") was selected to perform the professional engineering services for the Chipman Road Improvements project. The Base Agreement between the City and Engineer was executed on July 3, 2018, and modified three times between January 28, 2019 and August 26, 2020. These three modifications included design services for the NW Ashurst extension to be used by the Edgewood subdivision as a detour during construction, design services of the Rock Island pedestrian bridge over Chipman Road, and the preparation of additional private easement documents for the relocation of Spire and Evergy facilities.

The Base Agreement included the staking of proposed right-of-way and easements for five properties during property acquisition. The fee for one of the five staking's was utilized for surveying of the backyard of an Edgewood property due to discrepancies being discovered with the location of the water service line. The engineer's surveyor will be required to stake six properties for the condemnation process, therefore staking for two additional properties are being added to this modification.

To assist with the utility relocation efforts, the Engineer's surveyor will stake the proposed centerline of the new roadway. This will give the City inspectors and utility contractors points to measure from in the field when utilities are relocating their facilities. Adding this scope to the modification will reduce the risk of utility conflicts during roadway construction.

Engineering support during construction from the engineer of record is part of the current standards of practice to ensure the project is completed as intended. Typically, construction services are not included in the original design contract because the design, proposed construction, and schedule will change through the design process. Waiting until no major updates are anticipated to the final plans allowed the construction services scope to be modeled on the actual work to be completed.

The Contractor will be required to submit shop drawings from fabricators and material certifications from suppliers which will be reviewed by the design engineer to ensure conformance with the project's plans and specifications. Other support during construction will include answering requests for information from the Contractor, providing construction observation services of pedestrian bridge, conducting site visits, attending progress meetings, preparing plan revisions as needed to fit the actual conditions in the field, reviewing

change orders, and preparing record drawings for City records. After construction of roadway improvements in the vicinity of Cedar Creek, the engineer will prepare the Request for Letter of Map Revision (LOMR) for FEMA approval.

Impact/Analysis:

Timeline:

Advertisement for bids for the construction of the Project anticipated by February 2022. Construction would commence in May 2022 and be complete by October 2023

Craig Kohler, P.E., Senior Staff Engineer

Recommendation: Staff recommends approval of an Ordinance approving Modification No. 4 to an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-3221) between the City of Lee's Summit, Missouri, and Wilson & Company, Inc., for an increase of \$111,000 for the amended basic services, with an amended not to exceed amount of \$524,032.00, and authorizing the City Manager to execute an agreement for the same.

Committee Recommendation:

## **BILL NO. 21-**

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AN ORDINANCE APPROVING MODIFICATION NO. 4 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR CHIPMAN ROAD (FROM VIEW HIGH DRIVE TO BENT TREE DRIVE) (RFQ NO. 73-3221), BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WILSON & COMPANY, INC., FOR AN INCREASE OF \$111,000.00 FOR THE AMENDED BASIC SERVICES, WITH AN AMENDED NOT TO EXCEED AMOUNT OF \$524,032.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, pursuant to Ordinance No. 8417, the City and Wilson & Company, Inc. (hereinafter "Engineer") entered into an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-221) dated July 3, 2018 (hereinafter "Base Agreement"); and

WHEREAS, pursuant to Ordinance No. 8546, the City and Engineer modified the Base Agreement per Modification No. 1 dated January 28, 2019, to design for the extension of NW Ashurst Drive for detouring during construction; and

WHEREAS, pursuant to Ordinance No. 8857, the City and Engineer further modified the Base Agreement, as amended, per Modification No. 2 dated April 24, 2020, to provide design services for the Rock Island Trail Pedestrian Bridge over Chipman Road; and

WHEREAS, City and Engineer further modified the Base Agreement, as amended, pursuant to Modification No. 3 dated August 26, 2020, to provide additional private easements for two utility relocations; and

WHEREAS, Engineer has submitted a proposal with estimated costs to provide property staking, new road centerline staking, and construction phase services; and

WHEREAS, the City desires to further modify the Base Agreement, as amended, with Engineer to provide said engineering services (hereinafter "Modification No. 4").

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri, hereby approves Modification No. 4 for an increase of \$111,000.00 with an amended not to exceed amount of \$524,032.00, substantially similar to said modification agreement attached hereto as "Exhibit 1".

SECTION 2. The City Council of the City of Lee's Summit, Missouri, hereby authorizes the City Manager, or designee, to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 3. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**BILL NO. 21-**

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

SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Ison, Chief Counsel of Infrastructure & Recreation

## EXHIBIT 1 TO ORDINANCE

### MODIFICATION NO. 4 TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR CHIPMAN ROAD (FROM VIEW HIGH DRIVE TO BENT TREE DRIVE) (RFQ NO. 73-3221)

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Wilson & Company, Inc. (hereinafter "Engineer").

#### WITNESSETH:

**WHEREAS**, City and Engineer entered into an Agreement for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-3221) dated July 3, 2018 (hereinafter "Base Agreement"); and

**WHEREAS**, City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated January 28, 2019, to design for the extension of NW Ashurst Drive for detouring during construction; and

**WHEREAS**, City and Engineer further modified the Base Agreement, as amended, pursuant to Modification No. 2 dated April 24, 2020, to provide design services for the Rock Island Trail Pedestrian Bridge over Chipman Road; and

**WHEREAS**, City and Engineer further modified the Base Agreement, as amended, pursuant to Modification No. 3 dated August 26, 2020, to provide additional private easements for two utility relocations; and

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

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

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

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

#### ARTICLE I SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Article I of the Base Agreement, as amended, is hereby further amended to also include the services contained in *Exhibit A*, attached hereto and incorporated herein by reference.

## **EXHIBIT 1 TO ORDINANCE**

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

Article IV of the Base Agreement, as amended, is hereby further amended to provide additional compensation to Engineer as follows:

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I of this Modification No. 4 above shall not exceed the total sum of One Hundred Eleven Thousand Dollars (\$111,000.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Five Hundred Six Thousand One Hundred Eighty-Five Dollars (\$506,185.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Five Hundred Twenty-Four Thousand Thirty-Two Dollars (\$524,032.00).

### **ARTICLE V COMPLETION TIME**

Article V of the Base Agreement, as amended, is hereby amended as follows:

- B. Bidding Services – ready to advertise project for bid by February 2022
- C. Construction Phase Services – construction to commence in May 2022 and be complete by October 2023

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

All other terms of the Base Agreement not amended by this Modification No. 4 to Agreement shall remain in full force and effect.

This Modification No. 4 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**EXHIBIT 1 TO ORDINANCE**

**IN WITNESS WHEREOF**, the parties have caused this Modification to Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LEE'S SUMMIT, MISSOURI**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**WILSON & COMPANY, INC.**

  
\_\_\_\_\_  
BY: Justin C. Klaut

TITLE: Vice President  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

## EXHIBIT 1 TO ORDINANCE

**Exhibit A**  
Chipman Road  
Amended Scope of Services  
Construction Related Services  
Lee's Summit Project No. 73-3221

### **General Scope of Services**

The purpose of this contract amendment is to provide construction related services for the Chipman Road improvements.

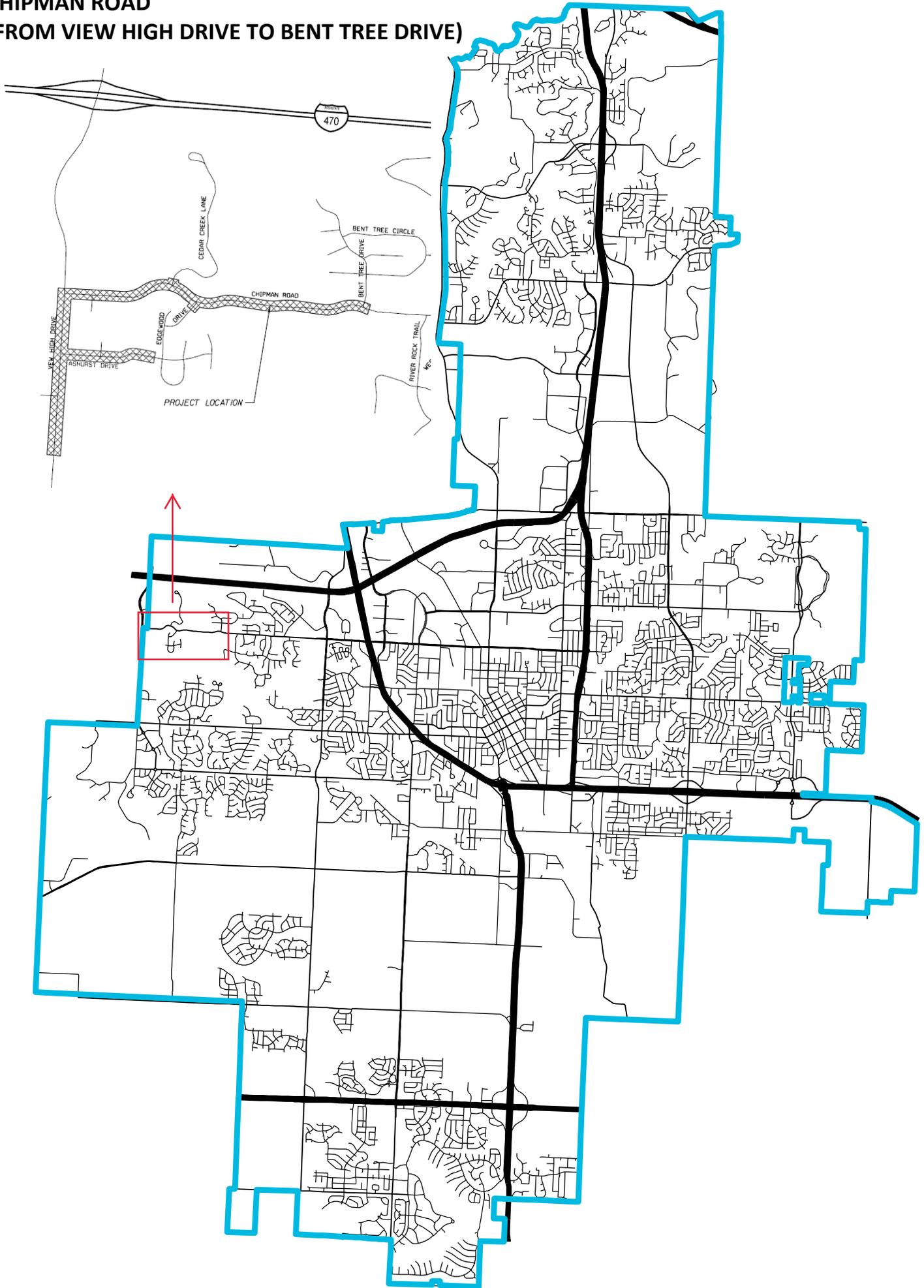
- 1.1. The Surveyor will stake the proposed right-of-way and easements for two (2) additional properties as requested by the City during property acquisition. Stakes will be wood lath with flagging, spaced at a maximum of fifty (50) feet and located at all PI's.
- 1.2. The Surveyor will stake the centerline of the new road marked with PK nails w/whiskers in pavement or with rebar w/caps if not in pavement. When the road is straight, the centerline will be marked every 100 feet and every 50 feet through curves.
- 1.3. The Consultant shall attend a pre-construction meeting as scheduled by the City.
- 1.4. The Consultant shall review Contractor submitted shop drawings and construction submittals utilizing the City's construction management software as required.
- 1.5. The Consultant shall attend monthly progress meetings as scheduled by the City. It is assumed that the construction duration will be approximately 16 working months.
- 1.6. The Consultant perform general project coordination by responding to RFIs, reviewing change order requests, performing site visits, and attend meetings as requested to resolve routine issues which may arise during construction. The consultant will also make plan revisions as necessitated by conditions encountered in the field during construction.
- 1.7. The Consultant will provide construction observation services for the pedestrian bridge abutments including pile driving operations, rebar placement, and concrete pours. Placement of the bridge will be observed as well.  
  
The City will be responsible for concrete testing and verifying the abutment/bridge elevations and layout.
- 1.8. The Consultant will prepare as-built drawings based on plan mark-ups from the contractor and City inspectors. The City shall supply a copy of the record drawings from the Contractor, a copy of the Field Inspector's notes, and any other documentation needed in the preparation of the as-built drawings. An as-built field survey will not be performed.

## EXHIBIT 1 TO ORDINANCE

- 1.9. Prepare the Request for Letter of Map Revision (LOMR) with required technical data and FEMA forms (i.e. MT-2 forms 1, 2, and 3) required for the project. Technical data will include:
  - 1.9.1. Project maps showing the project location, floodplain, floodway, cross sections, hydraulic structures, and topographic information.
  - 1.9.2. Annotated FIRM panel
  - 1.9.3. HEC-RAS output including profile sheets

The City will be responsible for submitting the LOMR to FEMA for approval. The City will also be responsible for any associated review fees required by FEMA. WCI will coordinate with and address FEMA review comments.

# CHIPMAN ROAD (FROM VIEW HIGH DRIVE TO BENT TREE DRIVE)



## Packet Information

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**File #:** TMP-2053, **Version:** 1

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An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances of the City of Lee's Summit, Missouri, by amending Appendix B to Section 29-382; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

### Issue/Request:

An Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances of the City of Lee's Summit, Missouri, by amending Appendix B to Section 29-382; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

### Key Issues:

- The City Traffic Engineer (CTE) believes that it is appropriate to amend Appendix B, Schedule of Stopping, Standing and Parking Restrictions.
- Establish a No Stopping zone along NE Independence Avenue near NE Lincoln Street in the interest of public safety adjacent to the elementary school.
- Revise the existing No Parking zone along SW Arborpark Terrace from the north side to south side at the request and support of adjacent property owners.
- Appendix B, Schedule of Stopping, Standing and Parking Restrictions may be amended by City Council.

### Proposed Committee Motion:

COMMITTEE MOTION: I move to recommend to City Council approval of an Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances of the City of Lee's Summit, Missouri, by amending Appendix B to Section 29-382; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

### Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances of the City of Lee's Summit, Missouri, by amending Appendix B to Section 29-382; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

SECOND MOTION: I move for adoption of an Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances of the City of Lee's Summit, Missouri, by amending Appendix B to Section 29-382; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

Background:

The proposed amendments do not include pending No Parking request(s) currently in process of City Traffic Engineer (CTE) approval, No Parking restrictions that are contingent upon accepted roadway construction for CIP or development (e.g. Redbuck and Pergola Park at New Longview), or changes to downtown parking previously discussed with City Council in association with downtown (re)development projects until such activity warrants a change and/or the Downtown Lee's Summit Main Street association or City Council initiates such change with the City Traffic Engineer's Office.

While some enacted No Parking zones may be authorized by the CTE in accordance with ordinances, often recited in Schedule B as approved by City Council, these particular zones proposed must be approved by City Council by amendment to Schedule B. The City Traffic Engineer cannot amend Schedule B; thus, the City Traffic Engineer cannot change an existing No Parking restriction along the north side of SW Arborlake Terrace described in Appendix B to the south side as requested by residents. The City Traffic Engineer also lacks authority to create No Stopping zones in school areas as proposed along NE Independence Avenue.

The specific area requiring Council Approval before posting No Parking zones is along SW Arborpark Terrace, shown in the maps attached to this packet. This requested restriction was initiated by residents to address non-safety related issues.

*Appendix B, Section 1: No Parking*

Arbork Terrace from Arboridge Drive to Arborlake Drive, South side - This restriction was initiated by residents due to residents of the apartments parking on the south side of the street and restricting access. A significant majority of property ownership is in support of this parking restriction.

The other specific area requiring Council Approval before posting No Stopping zones, is along NE Independence Avenue, shown in the maps attached to this packet. This requested restriction was initiated to address safety related issues adjacent to an elementary school and crosswalk.

*Appendix B, Section 8: No Stopping*

Independence Avenue from a point two hundred (200) feet north of Lincoln Street to a point two hundred and sixty (260) feet south of Lincoln Street, both sides - This restriction was initiated due to the fact that cars park in this section of roadway during school pick up and drop off times and restrict access.

Impact/Analysis:

Timeline:

Erin Ralovo, Public Works, Staff Engineer

Recommendation: Staff recommends approval of an Ordinance amending Chapter 29; Traffic and Motor Vehicles, of the Code of Ordinances of the City of Lee's Summit, Missouri, by amending Appendix B to Section 29-382; Schedule of Stopping, Standing and Parking Restrictions, for certain streets and segments of streets located in the City of Lee's Summit.

Committee Recommendation:

## **BILL NO.**

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AN ORDINANCE AMENDING CHAPTER 29; TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT, MISSOURI, BY AMENDING APPENDIX B TO SECTION 29-382; SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS, FOR CERTAIN STREETS AND SEGMENTS OF STREETS LOCATED IN THE CITY OF LEE'S SUMMIT.

WHEREAS, the City's Schedule of Stopping, Standing and Parking Restrictions, codified in Section 29-382 of the Code of Ordinances and attached as Appendix B to Chapter 29 of the Code, recites the stopping, standing and parking restrictions for various streets and segments of streets located in the City; and,

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

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

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

- Arborpark Terrace from Arboridge Drive to Arborlake Drive, North side

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

- Arborpark Terrace from Arboridge Drive to Arborlake Drive, South side

Sec. 8, No Stopping, of Appendix B, Schedule of Stopping, Standing and Parking Restrictions, in Chapter 29, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Lee's Summit, Missouri, is hereby amended by adding the following:

- Independence Avenue from a point two hundred (200) feet north of Lincoln Street to a point two hundred and sixty (260) feet south of Lincoln Street, both sides

SECTION 2. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed from and after the date of the passage and approval of this Ordinance.

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

SECTION 4. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the

**BILL NO.**

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City of Lee's Summit, Missouri, and the sections of this Ordinance may be renumbered to accomplish such intention.

SECTION 5. 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor William A. Baird

ATTEST:

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor William A. Baird

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Ison, Chief Counsel of  
Infrastructure and Recreation  
Office of the City Attorney

## APPENDIX B. - SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS<sup>[10]</sup>

Footnotes:

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**Note**— All distances are measured from the centerline of the intersecting street.

Sec. 1. - No parking.

The following streets or segments of streets shall have a "No Parking" restriction:

- 2nd Street from Blue Parkway to a point three hundred (300) feet east of Robin Road, North side
- 2nd Street from Blue Parkway to Noel Street, South side
- 2nd Street from Jefferson Street to Independence Avenue, both sides
- 3rd Street from Green Street to Westwind Drive, both sides
- 3rd Street from Pryor Road to a point two hundred twenty-five (225) feet east of Jefferson Street (alley), North side
- 3rd Street from Pryor Road to a point three hundred (300) feet east of Jefferson Street, South side
- 3rd Street from View High Drive to Pryor Road, both sides
- 3rd Street from West Main Street to East Main Street, both sides
- 3rd Terrace from M-291 Highway to a point sixty-five (65) feet east of Melody Lane, South Side
- 3rd Terrace from Claremont Street to Circleview Drive, South side
- 7th Street from property line of 908 and 910 7th Street to Kristi Lane, North side
- 7th Terrace from M-291 Highway to a point one thousand three hundred twenty (1,320) feet east of M-291 Highway, South side
- 7th Terrace from Todd George Parkway to the property line of 1724 and 1728 7th Terrace, North side
- 8th Street from Vista Drive to Country Lane, North side
- 13th Street from Broadway Circle to Norwood Drive, North side
- 13th Street from Norwood Drive to Newberry Drive, South side
- 14th Street from Norwood Drive to a point seventy-five (75) feet east of Norwood Drive, North side
- 14th Street from a point seventy-five (75) feet west of Lexington Avenue to Lexington Avenue, North side
- 14th Street from a point one hundred twenty (120) feet east of Norwood Drive to Lexington Avenue, South side
- Alley, east-west, from Douglas Street to Green Street, and between 2nd Street and 3rd Street
- Alley, east-west, from Douglas Street to Green Street, and between 3rd Street and 4th Street
- Alley, east-west, from Green Street to Johnson Street, and between 2nd Street and 3rd Street
- Alley, east-west, from Green Street to Johnson Street, and between 3rd Street and 4th Street

- Alley, east-west, from Market Street to Main Street, and between 2nd Street and SW 3rd Street
- Alley, north-south, from 2nd Street to 3rd Street, and between Main Street and Douglas Street
- Alley, north-south, from 2nd Street to 3rd Street, and between Douglas Street and Green Street
- Alley, north-south, from 2nd Street to 3rd Street, and between Jefferson Street and Market Street
- Alley, north-south, from 2nd Street to 3rd Street, and between Market Street and Main Street
- Alley, north-south, from 3rd Street to 4th Street, and between Jefferson Street and Market Street
- Alley, north-south, from 3rd Street to 4th Street, and between Main Street and Douglas Street
- Alley, north-south, from 3rd Street to 4th Street, and between Douglas Street and Green Street
- Alley, north-south, from 3rd Street to 4th Street, and between Market Street and Main Street
- Anderson Drive from Lakewood Boulevard to the West City Limit, both sides
- Anderson Lane from a point two hundred ten (210) feet south of Lakewood Boulevard to a point four hundred and fifty (450) feet south of Lakewood Boulevard, West side
- Arborpark Terrace from Arboridge Drive to Arborlake Drive, South side
- Arborwalk Drive from Arboridge Drive to Arborwalk Boulevard, South side
- Bailey Road from M-291 Highway to Ranson Road, both sides
- Ball Drive from a point one hundred fifty (150) feet north of Ridgeview Road to Colbern Road, East side and North side
- Bayberry Lane from M-291 Highway to Westwind Drive, North side
- Bayberry Lane from M-291 Highway to Kristi Lane, South side
- Beechwood Drive from Beachwood Court to Gregory Boulevard, West side
- Bingham Drive from Breon Bay to a point one hundred sixty (160) feet east of Bingham Place, North side
- Black Twig Lane from Summerfield Drive to Lowenstein Drive, east side
- Blackwell Parkway from Scruggs Road to Colbern Road, both sides
- Blackwell Road from Oldham Parkway to Scruggs Road, both sides
- Blackwell Road and adjacent connectors between the north and south intersections with Blackwell Parkway, both sides
- Blue Parkway within the City limits, both sides
- Bowlin Road from I-470 to a point one thousand five hundred seventy-five (1,575) feet east of Lakewood Way, both sides
- Bridgehampton Way from 10th Street to Oldham Parkway, East side
- Broadway Circle from a point three hundred forty (340) feet south of Broadway Court to Bailey Road, West side
- Broadway Court from Broadway Circle to a point two hundred ten (210) feet west of Broadway Circle, South side
- Broadway Drive from Oldham Parkway to a point one thousand five hundred (1500) feet south of Oldham Parkway, West side
- Browning Street from a point two hundred forty (240) feet south of Oldham Parkway to Oldham Parkway, West side
- Burningwood Lane from Eagle View Drive to Timbertrace Lane, East side

- Century Drive from Oldham Parkway to a point five hundred seventy-five (575) feet south of Oldham Parkway, West side
- Channel Drive from a point two hundred (200) feet south of Bayview Drive to Dick Howser Drive, both sides
- Chipman Road from the West City Limit to M-291 Highway, both sides
- Chipman Road from a point one hundred eighty (180) feet east of Park Drive to a point three hundred eighty (380) feet east of Park Drive, North side
- Chipman Road from Westwind Drive to a point three hundred (300) feet east of Park Drive, South side
- Colbern Road within the City limits, both sides
- Columbus Street from a point one hundred (100) feet west of Magellan Avenue to M-291 Highway, South side
- Columbus Street from Independence Avenue to M-291 Highway, North side
- Commerce Drive from a point forty (40) feet south of McNary Court to a point seventy (70) feet north of McNary Court, East side
- County Line Road from the West City limit to Ward Road, both sides
- County Park Road from Lake Shore Drive to Colbern Road, both sides
- Deerbrook Street from M-291 Highway to Ridgeview Drive, North side
- Decker Street from 16th Street to Thompson Drive, East side
- Dick Howser Drive from Channel Drive to Bittersweet Drive, both sides
- Donovan Road from Chipman Road to Ward Road, both sides
- Douglas Street from Blue Parkway to 5th Street, West side
- Douglas Street from a point one hundred twenty (120) feet north of 4th Street to 4th Street, West side
- Douglas Street from a point three hundred (300) feet south of 2nd Street (alley) to 1st Street, East side
- Douglas Street from a point four hundred ninety (490) feet south of Chipman Road to Lee's Summit Road, both sides
- Eagle View Drive from a point one hundred fifty (150) feet west of Burningwood Lane to Pryor Road, North side
- Eagle View Drive from Feather Ridge Drive to Pryor Road, South side
- Eagle View Drive from Feather Ridge Drive to a point one hundred eighty (180) feet west of Rambling Vine Road, North side
- Eagle View Drive from a point fifty (50) feet west of Gooseberry Lane to a point fifty (50) feet east of Gooseberry Lane, North side
- Eagle View Drive from a point fifty (50) feet west of Suncatcher Road to a point fifty (50) feet east of Suncatcher Road, North side
- Eagle View Drive from a point one hundred (100) feet west of Rambling Vine Road to a point one hundred (100) feet east of Rambling Vine Road, North side
- Fleetway Circle from Fleetway Drive to a point two hundred (200) feet north of Fleetway Drive, both sides
- Gardenia Street from Redbuck Circle to Grandstand Circle, North side

- Grand Avenue from a point three hundred twenty (320) feet south of 3rd Street to 3rd Street, both sides
- Grand Avenue from Mulberry Street to Missouri Road, both sides
- Grandstand Circle from a point ninety (90) feet north of Rockbridge Drive to a point eighty-five (85) feet south of Rockbridge Drive, West side
- Green Street from 2nd Street to 1st Street, West side
- Green Street from Maggie Street to a point three hundred fifty (350) feet north of Maggie Street, both sides
- Gregory Boulevard from the West City Limit to Woods Chapel Road, both sides
- Hamblen Road from the South City Limit to US-50 Highway, both sides
- Highland Drive from Scherer Road to Shelby Drive, East side
- Hook Road from the West City Limit to Market Street, both sides
- Howard Avenue from Orchard Street to Chipman Road, West side
- Independence Avenue from 3rd Street to Colbern Road, both sides
- Independence Avenue from Strother Road to Colbern Road, both sides • Industrial Drive from a point three hundred thirty (330) feet east of Jefferson Street to a point six hundred twenty (620) feet east of Jefferson Street, North side
- Industrial Drive from a point four hundred thirty (430) feet east of Jefferson Street to a point six hundred twenty (620) feet east of Jefferson Street, South side
- Jamestown Drive from Lakewood Way to two hundred (200) feet east of Whispering Winds Drive, both sides
- Jefferson Street from Blue Parkway to 2nd Street, both sides
- Jefferson Street from Oldham Parkway to Stuart Road, both sides
- Johnson Street from Grand Avenue to 3rd Street, both sides
- Kristi Lane from 7th Street to a point eighty (80) feet north of 7th Street, East side
- Lake Drive from a point three hundred fifty (350) feet north of Greenview Drive to Greenview Drive, East side
- Lake Drive from a point four hundred fifty (450) feet south of Hickory Drive to a point three hundred fifty (350) feet north of Greenview Drive, both sides
- Lake Drive from Hickory Street to a point four hundred fifty (450) feet south of Hickory Street, West side
- Lakeview Boulevard from the property line of 1020 Lakeview Boulevard and 506 Graff Way to Graff Way, West side
- Lakewood Boulevard from a point five hundred twenty-five (525) feet west of Pebble Beach Street to a point seven hundred seventy-five (775) feet east of Lake Drive, North side
- Lakewood Boulevard from a point seven hundred sixty-five (765) feet east of Lake Drive to a point four hundred eighty (480) feet west of Pebble Beach Street, South side
- Lakewood Boulevard from a point four hundred (400) feet west of Dick Howser Drive to a point four hundred (400) feet east of Dick Howser Drive, both sides
- Lakewood Boulevard from Fairway Homes Drive to I-470, both sides
- Lakewood Way from Woods Chapel Road to the North City Limit, both sides
- Langsford Road from Independence Avenue to the East City Limit, both sides

- Lea Drive from Ward Road to a point two hundred (200) feet east of Ward Road, North side
- Lee's Summit Road from Douglas Street to the West City Limit, both sides
- Lewis Drive from a point one hundred forty (140) feet west of Gray Court (west intersection) to Peale Boulevard, North side
- Lewis Drive from Peale Boulevard to Louis Court, South side
- Lexington Avenue from 14th Street to 13th Street, East side
- Lexington Avenue from 14th Street to a point seven hundred fifteen (715) feet south of 13th Street, West side
- Lone Hill Drive from a point one hundred (100) feet west of Chapel Ridge Place to Ralph Powell Road, South side
- Longview Boulevard from Longview Road to 3rd Street, both sides
- Longview Road from Kessler Drive to a point one hundred ninety (190) feet north of Kessler Drive, East side
- Longview Road from a point four hundred ninety-five (495) feet south of Fascination Drive to a point one hundred eighty-five (185) feet north of Fascination Drive, East side
- Longview Road from Longview Park Drive to 3rd Street, West side
- Longview Road from Longview Boulevard to Ward Road, both sides
- Madison Street from Scherer Road to Mission Road, East side
- Main Street from Chipman Road to the North City Limit, both sides
- Main Street from a point five hundred (500) feet south of Forest Avenue to Forest Avenue, East side
- Main Street from Maple Street to Monroe Street, East side
  - Main Street from Monroe Street to Market Street, both sides
  - Market Street from a point one hundred fifty (150) feet North of 3rd Street (alley) to 2nd Street, East side
  - Market Street from a point two hundred fifty (250) feet north of 3rd Street to 2nd Street, West side
  - Market Street from Main Street to 2<sup>nd</sup> Street, both sides
- Maybrook Road from a point six hundred (600) feet south of Maybrook Court to St. Andrews Circle, both sides
- Melody Lane from 5th Terrace to a point six hundred ten (610) feet south of Bayberry Lane, both sides
- Mission Road from Scherer Road to Madison Street, East side
- Missouri Road from Douglas Street to a point one thousand four hundred (1,400) feet east of Grand Avenue, both sides
- Moonstone Court from Moonstone Drive to a point four hundred forty (440) feet north of Moonstone Drive, East side
- Moonstone Court around the central island in the cul-de-sac
- Moonstone Drive from Anderson Drive to Moonstone Court, East side
- Moonstone Drive from Anderson Drive to a point three hundred fifty (350) feet north of Anderson Drive, West side
- Mulberry Street from Ball Drive to Auburn Drive, North side
- Mulberry Street from Douglas Street to a point eight hundred (800) feet east of Grand Avenue, both sides

- Murray Road from a point four hundred seventy (470) feet south of 3rd Street to 3rd Street, East side
- Murray Road from 1st Street to Chipman Road, East side
- Murray Road from a point four hundred seventy (470) feet south of 3rd Street to Chipman Road, West side
- Norwood Drive from 14th Street to a point seven hundred thirty (730) feet south of 13th Street, East side
- Norwood Drive from 13th Street to a point seven hundred ninety (790) feet south of 13th Street, West side
- O'Brien Road from Moore Street to Killarney Lane, South side
- O'Brien Road from Monroe Street to a point one hundred fifty (150) feet west of Monroe Street, North side
- O'Brien Road from a point one hundred fifty (150) feet northwest of Killarney Lane to Murray Road, North side
- O'Brien Road from Murray Road to a point three hundred fifty (350) feet west of Murray Road, South side
- O'Brien Road from Pryor Road to Monroe Road, both sides
- Oldham Parkway within the City limits, both sides
- Orchard Street from Douglas Street to Florence Avenue, North side
- Park Drive from Chipman Road to a point two hundred ninety (290) feet south of Park Circle, East side
- Park Drive from a point one hundred twenty (120) feet south of Park Circle to a point two hundred fifty-five (255) feet south of Park Circle, West side
- Persels Road from Ward Road to M-291 Highway, both sides
- Pinetree Lane from a point three hundred seventy-five (375) feet south of 5th Street to a point five hundred twenty-five (525) feet south of 5th Street, West side
- Pinetree Lane from a point five hundred fifty-five (555) feet east of Mission Road to a point seven hundred five (705) feet east of Mission Road, South side
- Pryor Road from County Line Road to the North City Limit, both sides
- Raintree Drive from Raintree Parkway to Cole Younger Drive, North side
- Raintree Parkway from a point nine hundred (900) feet south of Raintree Drive to a point one thousand (1,000) feet north of Green Teal, West side
- Raintree Parkway from Raintree Drive to a point seven hundred and fifteen (715) feet south of Raintree Drive, West side
- Raintree Parkway from a point three hundred forty (340) feet north of Green Teal to a point nine hundred (900) feet south of Raintree Drive, East side
- Ralph Powell Road from Lone Hill Drive to Strother Road, both sides
- Rambling Vine Road from Timbertrace Lane to Eagle View Drive, West side
- Redbuck Circle (eastern segment) from Longview Road to Rockbridge Drive, West side
- Rice Road from Langsford Road to Columbus Street, both sides
- Rice Road from Chipman Road to Deerbrook Street, both sides
- Rice Road from Mulberry Street to Colbern Road, both sides

- Ridgeview Drive from Mulberry Street to a point three hundred fifty (350) feet north of Mulberry Street, East side
- Rockbridge Drive from Redbuck Circle to Grandstand Circle, South side
- Scherer Road from the West City Limit to M-291 Highway, both sides
- Scruggs Road from M-291 Highway to Blackwell Parkway, both sides
- Shelby Drive from Highland Drive to a point eighty (80) feet south of Highland Drive, East side
- Shelby Drive from Scherer Road to a point one hundred seventy (170) feet south of Highland Drive, East side
- Shenandoah Drive from Todd George Parkway to Blue Parkway, both sides
- Smart Road from the South City Limit to US-50, both sides
- St. Andrews Circle from Northgate Crossing to a point one hundred eighty (180) feet east of Northgate Crossing, South side
- Strother Road from the West City Limit to Todd George Parkway, both sides
- Swann Drive from M-291 Highway to Westwind Drive, North side
- Technology Drive from Blue Parkway to cul-de-sac, North side
- Thompson Drive from M-291 Highway to Hamblen Road, North and East sides
- Thompson Drive from a point two thousand one hundred eighty (2,180) feet east of M-291 Highway to a point two thousand six hundred fifty (2,650) feet east of M-291 Highway, South and West sides
- Tiger Terrace from Persels Road to Elwood Drive, both sides
- Timbertrace Lane from Burningwood Lane to Rambling Vine Road, North side
- Todd George Parkway from US-50 to Woods Chapel Road, both sides
- Town Centre Boulevard from Colbern Road to Independence Avenue, both sides
- Transport Drive from a point four hundred twenty (420) feet west of Hamblen Road to Hamblen Road, South side
- Tudor Road from Scruggs Road to Savoy Street, both sides
- Tudor Road from Ward Road to M-291 Highway, both sides
- Victoria Drive from Independence Avenue to Reed Crossing, both sides
- View High Drive within the City Limit, both sides
- Ward Road from O'Brien Road to Chipman Road, East side
- Ward Road from the South City Limit to 3rd Street, both sides
- Ward Road from Blue Parkway north to a point one hundred ninety (190) feet north of Maple Street, both sides
- Ward Road from Chipman Road north to Blue Parkway, both sides
- West Main Street from 4th Street to 3rd Street, West side
- Windemere Drive from M-150 Highway to 35th Terrace, both sides
- Wintercreek Drive from Winterpark Boulevard to a point five hundred (500) feet west of Winterpark Boulevard, South side
- Woods Chapel Road from Gregory Boulevard to the East City Limit, both sides
- Wysteria Drive from Arbor Row Drive to Arborway Drive, North side

(Ord. No. 6727, § 2(app. B, § 1), 11-13-2008; Ord. No. 6763, § 1, 2-5-2009; Ord. No. 6844, § 1, 10-8-2009; Ord. No. 6918, § 1, 4-8-2010; Ord. No. 6951, § 1, 6-17-2010; Ord. No. 6975, § 1, 9-19-2010; Ord. No. 6998, § 1, 11-18-2010; Ord. No. 7053, §§ 1, 2, 5-19-2011; Ord. No. 7232, § 1, 9-6-2012; Ord. No. 7257, § 1, 11-1-2012; Ord. No. 7337, §§ 1, 2, 6-6-2013; Ord. No. 7402, §§ 1, 2, 12-5-2013; Ord. No. 7487, § 1, 7-10-2014; Ord. No. 8139, §§ 1, 2, 4-20-2017; Ord. No. 8458, § 1, 9-6-2018; Ord. No. 8791, §§ 1, 2, 12-17-2019; Ord. No. 8844, §§ 1, 2, 3-17-2020)

Sec. 2. - No parking from 7:00 a.m. to 3:00 p.m. Monday through Friday.

The following streets or segments of streets shall have a "No Parking from 7:00 a.m. to 3:00 p.m. Monday through Friday" restriction:

- 7th Street from Florence Avenue to Browning Avenue, both sides
- 8th Street from Green Street to Browning Avenue, both sides
- 9th Street from a point 130 feet west of Douglas Street to Douglas Street, North side
- Browning Avenue from Blue Parkway to 6th Street, both sides.

(Ord. No. 6727, § 2(app. B, § 2), 11-13-2008)

Sec. 3. - No parking from 8:00 a.m. to 5:00 p.m. Monday through Friday.

The following streets or segments of streets shall have a "No Parking from 8:00 a.m. to 5:00 p.m. Monday through Friday" restriction:

- 5th Street from a point 225 feet east of Douglas Street to a point two hundred (200) feet west of Green Street, south side.

(Ord. No. 6727, § 2(app. B, § 3), 11-13-2008)

Sec. 4. - No parking from 8:00 a.m. to 4:00 p.m. Saturday.

The following streets or segments of streets shall have a "No Parking from 8:00 a.m. to 4:00 p.m. Saturday" restriction:

- Amanda Lane from Neawanna Drive to Mulberry Street, East side
- Auburn Drive from Tawny Drive to Burgundy Lane, East side
- Ball Drive from Mulberry Street to a point one hundred fifty (150) feet north of Ridgeview Drive, East side
- Ivory Lane from Tawny Drive to Mulberry Street, East side
- Mulberry Street from a point three hundred (300) feet west of Ball Drive to Jade Street, South side
- Neawanna Drive from Amanda Lane to Mulberry Street, West side.

(Ord. No. 6727, § 2(app. B, § 4), 11-13-2008)

Sec. 5. - Two (2) hour parking from 9:00 a.m. to 6:00 p.m.

The following streets or segments of streets shall have a "Two (2) Hour Parking from 9:00 a.m. to 6:00 p.m." restriction:

- 3rd Street from a point 225 feet east of Jefferson Street (alley) to West Main Street, North side
- 3rd Street from a point three hundred (300) feet east of Jefferson Street to West Main Street, South side
- 3rd Street from East Main Street to Green Street, both sides
- Douglas Street from 2nd Street to a point one hundred fifty-five (155) feet south of 3rd Street, West side
- Douglas Street from 4th Street to a point three hundred (300) feet south of 2nd Street (alley), East side
- Douglas Street from a point one hundred eighty-five (185) feet south of 3rd Street to a point one hundred twenty (120) feet north of 4th Street, West side
- East Main Street from 4th Street to 2nd Street, East side
- East Main Street from a point two hundred (200) feet south of 3rd Street to a point 275 feet north of 3rd Street, West side
- Fascination Drive from Longview Road to Longview Boulevard, both sides
- Green Street from a point 280 feet south of 3rd Street (alley) to a point three hundred (300) feet north of 3rd Street (alley), East side
- Green Street from a point two hundred eighty (280) feet south of 3rd Street (alley) to 2nd Street, West side
- Longview Boulevard west parking aisle from Fascination Drive to Sensation Drive
- Market Street from a point two hundred ten (210) feet South of 3rd Street to a point 150 feet north of 3rd Street (alley), East side
- Market Street from a point one hundred seventy (170) feet south of 3rd Street to 3rd Street, West side
- Market Street from 3rd Street to 2nd Street, West side
- West Main Street from 3rd Street to a point four hundred eighty (480) feet north of 3rd Street, West side.

(Ord. No. 6703, § 1, 10-09-2008; Ord. No. 6727, § 2(app. B, § 5), 11-13-2008; Ord. No. 6614, § 1, 4-10-2008; Ord. No. 7053, § 3, 5-19-2011; Ord. No. 8139, §§ 3, 4, 4-20-2017)

Sec. 6. - Fifteen (15) minute parking.

The following streets or segments of streets shall have a "Fifteen (15) Minute Parking" restriction:

- O'Brien Road from a point four hundred twenty-five (425) feet west of Killarney Lane to a point 305 feet west of Killarney Lane, North side.

(Ord. No. 6727, § 2(app. B, § 6), 11-13-2008)

Sec. 7. - No standing.

The following streets or segments of streets shall have a "No Standing" restriction:

- (Reserved).

(Ord. No. 6727, § 2(app. B, § 7), 11-13-2008)

Sec. 8. - No stopping.

The following streets or segments of streets shall have a "No Stopping" restriction:

- Jefferson Street from a point one hundred fifty (150) feet south of Glendana Drive to a point 1100 feet south of Glendana Drive, West side.
- Independence Avenue from a point two hundred (200) feet north of Lincoln Street to a point two hundred and sixty (260) feet south of Lincoln Street, both sides

(Ord. No. 6727, § 2(app. B, § 8), 11-13-2008)

APPENDIX B. - SCHEDULE OF STOPPING, STANDING AND PARKING RESTRICTIONS<sup>10</sup>

Footnotes:

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**Note**— All distances are measured from the centerline of the intersecting street.

Sec. 1. - No parking.

The following streets or segments of streets shall have a "No Parking" restriction:

- 2nd Street from Blue Parkway to a point three hundred (300) feet east of Robin Road, North side
- 2nd Street from Blue Parkway to Noel Street, South side
- 2nd Street from Jefferson Street to Independence Avenue, both sides
- 3rd Street from Green Street to Westwind Drive, both sides
- 3rd Street from Pryor Road to a point two hundred twenty-five (225) feet east of Jefferson Street (alley), North side
- 3rd Street from Pryor Road to a point three hundred (300) feet east of Jefferson Street, South side
- 3rd Street from View High Drive to Pryor Road, both sides
- 3rd Street from West Main Street to East Main Street, both sides
- 3rd Terrace from M-291 Highway to a point sixty-five (65) feet east of Melody Lane, South Side
- 3rd Terrace from Claremont Street to Circleview Drive, South side
- 7th Street from property line of 908 and 910 7th Street to Kristi Lane, North side
- 7th Terrace from M-291 Highway to a point one thousand three hundred twenty (1,320) feet east of M-291 Highway, South side
- 7th Terrace from Todd George Parkway to the property line of 1724 and 1728 7th Terrace, North side
- 8th Street from Vista Drive to Country Lane, North side
- 13th Street from Broadway Circle to Norwood Drive, North side
- 13th Street from Norwood Drive to Newberry Drive, South side
- 14th Street from Norwood Drive to a point seventy-five (75) feet east of Norwood Drive, North side
- 14th Street from a point seventy-five (75) feet west of Lexington Avenue to Lexington Avenue, North side
- 14th Street from a point one hundred twenty (120) feet east of Norwood Drive to Lexington Avenue, South side
- Alley, east-west, from Douglas Street to Green Street, and between 2nd Street and 3rd Street
- Alley, east-west, from Douglas Street to Green Street, and between 3rd Street and 4th Street
- Alley, east-west, from Green Street to Johnson Street, and between 2nd Street and 3rd Street
- Alley, east-west, from Green Street to Johnson Street, and between 3rd Street and 4th Street

- Alley, east-west, from Market Street to Main Street, and between 2nd Street and SW 3rd Street
- Alley, north-south, from 2nd Street to 3rd Street, and between Main Street and Douglas Street
- Alley, north-south, from 2nd Street to 3rd Street, and between Douglas Street and Green Street
- Alley, north-south, from 2nd Street to 3rd Street, and between Jefferson Street and Market Street
- Alley, north-south, from 2nd Street to 3rd Street, and between Market Street and Main Street
- Alley, north-south, from 3rd Street to 4th Street, and between Jefferson Street and Market Street
- Alley, north-south, from 3rd Street to 4th Street, and between Main Street and Douglas Street
- Alley, north-south, from 3rd Street to 4th Street, and between Douglas Street and Green Street
- Alley, north-south, from 3rd Street to 4th Street, and between Market Street and Main Street
- Anderson Drive from Lakewood Boulevard to the West City Limit, both sides
- Anderson Lane from a point two hundred ten (210) feet south of Lakewood Boulevard to a point four hundred and fifty (450) feet south of Lakewood Boulevard, West side
- Arborpark Terrace from Arboridge Drive to Arborlake Drive, ~~North-South~~ side
- Arborwalk Drive from Arboridge Drive to Arborwalk Boulevard, South side
- Bailey Road from M-291 Highway to Ranson Road, both sides
- Ball Drive from a point one hundred fifty (150) feet north of Ridgeview Road to Colbern Road, East side and North side
- Bayberry Lane from M-291 Highway to Westwind Drive, North side
- Bayberry Lane from M-291 Highway to Kristi Lane, South side
- Beechwood Drive from Beachwood Court to Gregory Boulevard, West side
- Bingham Drive from Breon Bay to a point one hundred sixty (160) feet east of Bingham Place, North side
- Black Twig Lane from Summerfield Drive to Lowenstein Drive, east side
- Blackwell Parkway from Scruggs Road to Colbern Road, both sides
- Blackwell Road from Oldham Parkway to Scruggs Road, both sides
- Blackwell Road and adjacent connectors between the north and south intersections with Blackwell Parkway, both sides
- Blue Parkway within the City limits, both sides
- Bowlin Road from I-470 to a point one thousand five hundred seventy-five (1,575) feet east of Lakewood Way, both sides
- Bridgehampton Way from 10th Street to Oldham Parkway, East side
- Broadway Circle from a point three hundred forty (340) feet south of Broadway Court to Bailey Road, West side
- Broadway Court from Broadway Circle to a point two hundred ten (210) feet west of Broadway Circle, South side
- Broadway Drive from Oldham Parkway to a point one thousand five hundred (1500) feet south of Oldham Parkway, West side
- Browning Street from a point two hundred forty (240) feet south of Oldham Parkway to Oldham Parkway, West side

- Burningwood Lane from Eagle View Drive to Timbertrace Lane, East side
- Century Drive from Oldham Parkway to a point five hundred seventy-five (575) feet south of Oldham Parkway, West side
- Channel Drive from a point two hundred (200) feet south of Bayview Drive to Dick Howser Drive, both sides
- Chipman Road from the West City Limit to M-291 Highway, both sides
- Chipman Road from a point one hundred eighty (180) feet east of Park Drive to a point three hundred eighty (380) feet east of Park Drive, North side
- Chipman Road from Westwind Drive to a point three hundred (300) feet east of Park Drive, South side
- Colbern Road within the City limits, both sides
- Columbus Street from a point one hundred (100) feet west of Magellan Avenue to M-291 Highway, South side
- Columbus Street from Independence Avenue to M-291 Highway, North side
- Commerce Drive from a point forty (40) feet south of McNary Court to a point seventy (70) feet north of McNary Court, East side
- County Line Road from the West City limit to Ward Road, both sides
- County Park Road from Lake Shore Drive to Colbern Road, both sides
- Deerbrook Street from M-291 Highway to Ridgeview Drive, North side
- Decker Street from 16th Street to Thompson Drive, East side
- Dick Howser Drive from Channel Drive to Bittersweet Drive, both sides
- Donovan Road from Chipman Road to Ward Road, both sides
- Douglas Street from Blue Parkway to 5th Street, West side
- Douglas Street from a point one hundred twenty (120) feet north of 4th Street to 4th Street, West side
- Douglas Street from a point three hundred (300) feet south of 2nd Street (alley) to 1st Street, East side
- Douglas Street from a point four hundred ninety (490) feet south of Chipman Road to Lee's Summit Road, both sides
- Eagle View Drive from a point one hundred fifty (150) feet west of Burningwood Lane to Pryor Road, North side
- Eagle View Drive from Feather Ridge Drive to Pryor Road, South side
- Eagle View Drive from Feather Ridge Drive to a point one hundred eighty (180) feet west of Rambling Vine Road, North side
- Eagle View Drive from a point fifty (50) feet west of Gooseberry Lane to a point fifty (50) feet east of Gooseberry Lane, North side
- Eagle View Drive from a point fifty (50) feet west of Suncatcher Road to a point fifty (50) feet east of Suncatcher Road, North side
- Eagle View Drive from a point one hundred (100) feet west of Rambling Vine Road to a point one hundred (100) feet east of Rambling Vine Road, North side
- Fleetway Circle from Fleetway Drive to a point two hundred (200) feet north of Fleetway Drive, both sides

- Gardenia Street from Redbuck Circle to Grandstand Circle, North side
- Grand Avenue from a point three hundred twenty (320) feet south of 3rd Street to 3rd Street, both sides
- Grand Avenue from Mulberry Street to Missouri Road, both sides
- Grandstand Circle from a point ninety (90) feet north of Rockbridge Drive to a point eighty-five (85) feet south of Rockbridge Drive, West side
- Green Street from 2nd Street to 1st Street, West side
- Green Street from Maggie Street to a point three hundred fifty (350) feet north of Maggie Street, both sides
- Gregory Boulevard from the West City Limit to Woods Chapel Road, both sides
- Hamblen Road from the South City Limit to US-50 Highway, both sides
- Highland Drive from Scherer Road to Shelby Drive, East side
- Hook Road from the West City Limit to Market Street, both sides
- Howard Avenue from Orchard Street to Chipman Road, West side
- Independence Avenue from 3rd Street to Colbern Road, both sides
- Independence Avenue from Strother Road to Colbern Road, both sides
- Industrial Drive from a point three hundred thirty (330) feet east of Jefferson Street to a point six hundred twenty (620) feet east of Jefferson Street, North side
- Industrial Drive from a point four hundred thirty (430) feet east of Jefferson Street to a point six hundred twenty (620) feet east of Jefferson Street, South side
- Jamestown Drive from Lakewood Way to two hundred (200) feet east of Whispering Winds Drive, both sides
- Jefferson Street from Blue Parkway to 2nd Street, both sides
- Jefferson Street from Oldham Parkway to Stuart Road, both sides
- Johnson Street from Grand Avenue to 3rd Street, both sides
- Kristi Lane from 7th Street to a point eighty (80) feet north of 7th Street, East side
- Lake Drive from a point three hundred fifty (350) feet north of Greenview Drive to Greenview Drive, East side
- Lake Drive from a point four hundred fifty (450) feet south of Hickory Drive to a point three hundred fifty (350) feet north of Greenview Drive, both sides
- Lake Drive from Hickory Street to a point four hundred fifty (450) feet south of Hickory Street, West side
- Lakeview Boulevard from the property line of 1020 Lakeview Boulevard and 506 Graff Way to Graff Way, West side
- Lakewood Boulevard from a point five hundred twenty-five (525) feet west of Pebble Beach Street to a point seven hundred seventy-five (775) feet east of Lake Drive, North side
- Lakewood Boulevard from a point seven hundred sixty-five (765) feet east of Lake Drive to a point four hundred eighty (480) feet west of Pebble Beach Street, South side
- Lakewood Boulevard from a point four hundred (400) feet west of Dick Howser Drive to a point four hundred (400) feet east of Dick Howser Drive, both sides
- Lakewood Boulevard from Fairway Homes Drive to I-470, both sides

- Lakewood Way from Woods Chapel Road to the North City Limit, both sides
- Langsford Road from Independence Avenue to the East City Limit, both sides
- Lea Drive from Ward Road to a point two hundred (200) feet east of Ward Road, North side
- Lee's Summit Road from Douglas Street to the West City Limit, both sides
- Lewis Drive from a point one hundred forty (140) feet west of Gray Court (west intersection) to Peale Boulevard, North side
- Lewis Drive from Peale Boulevard to Louis Court, South side
- Lexington Avenue from 14th Street to 13th Street, East side
- Lexington Avenue from 14th Street to a point seven hundred fifteen (715) feet south of 13th Street, West side
- Lone Hill Drive from a point one hundred (100) feet west of Chapel Ridge Place to Ralph Powell Road, South side
- Longview Boulevard from Longview Road to 3rd Street, both sides
- Longview Road from Kessler Drive to a point one hundred ninety (190) feet north of Kessler Drive, East side
- Longview Road from a point four hundred ninety-five (495) feet south of Fascination Drive to a point one hundred eighty-five (185) feet north of Fascination Drive, East side
- Longview Road from Longview Park Drive to 3rd Street, West side
- Longview Road from Longview Boulevard to Ward Road, both sides
- Madison Street from Scherer Road to Mission Road, East side
- Main Street from Chipman Road to the North City Limit, both sides
- Main Street from a point five hundred (500) feet south of Forest Avenue to Forest Avenue, East side
- Main Street from Maple Street to Monroe Street, East side
- Main Street from Monroe Street to Market Street, both sides
- Market Street from a point one hundred fifty (150) feet North of 3rd Street (alley) to 2nd Street, East side
- Market Street from a point two hundred fifty (250) feet north of 3rd Street to 2nd Street, West side
- Market Street from Main Street to 2<sup>nd</sup> Street, both sides
- Maybrook Road from a point six hundred (600) feet south of Maybrook Court to St. Andrews Circle, both sides
- Melody Lane from 5th Terrace to a point six hundred ten (610) feet south of Bayberry Lane, both sides
- Mission Road from Scherer Road to Madison Street, East side
- Missouri Road from Douglas Street to a point one thousand four hundred (1,400) feet east of Grand Avenue, both sides
- Moonstone Court from Moonstone Drive to a point four hundred forty (440) feet north of Moonstone Drive, East side
- Moonstone Court around the central island in the cul-de-sac
- Moonstone Drive from Anderson Drive to Moonstone Court, East side

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- Moonstone Drive from Anderson Drive to a point three hundred fifty (350) feet north of Anderson Drive, West side
- Mulberry Street from Ball Drive to Auburn Drive, North side
- Mulberry Street from Douglas Street to a point eight hundred (800) feet east of Grand Avenue, both sides
- Murray Road from a point four hundred seventy (470) feet south of 3rd Street to 3rd Street, East side
- Murray Road from 1st Street to Chipman Road, East side
- Murray Road from a point four hundred seventy (470) feet south of 3rd Street to Chipman Road, West side
- Norwood Drive from 14th Street to a point seven hundred thirty (730) feet south of 13th Street, East side
- Norwood Drive from 13th Street to a point seven hundred ninety (790) feet south of 13th Street, West side
- O'Brien Road from Moore Street to Killarney Lane, South side
- O'Brien Road from Monroe Street to a point one hundred fifty (150) feet west of Monroe Street, North side
- O'Brien Road from a point one hundred fifty (150) feet northwest of Killarney Lane to Murray Road, North side
- O'Brien Road from Murray Road to a point three hundred fifty (350) feet west of Murray Road, South side
- O'Brien Road from Pryor Road to Monroe Road, both sides
- Oldham Parkway within the City limits, both sides
- Orchard Street from Douglas Street to Florence Avenue, North side
- Park Drive from Chipman Road to a point two hundred ninety (290) feet south of Park Circle, East side
- Park Drive from a point one hundred twenty (120) feet south of Park Circle to a point two hundred fifty-five (255) feet south of Park Circle, West side
- Persels Road from Ward Road to M-291 Highway, both sides
- Pinetree Lane from a point three hundred seventy-five (375) feet south of 5th Street to a point five hundred twenty-five (525) feet south of 5th Street, West side
- Pinetree Lane from a point five hundred fifty-five (555) feet east of Mission Road to a point seven hundred five (705) feet east of Mission Road, South side
- Pryor Road from County Line Road to the North City Limit, both sides
- Raintree Drive from Raintree Parkway to Cole Younger Drive, North side
- Raintree Parkway from a point nine hundred (900) feet south of Raintree Drive to a point one thousand (1,000) feet north of Green Teal, West side
- Raintree Parkway from Raintree Drive to a point seven hundred and fifteen (715) feet south of Raintree Drive, West side
- Raintree Parkway from a point three hundred forty (340) feet north of Green Teal to a point nine hundred (900) feet south of Raintree Drive, East side

- Ralph Powell Road from Lone Hill Drive to Strother Road, both sides
  - Rambling Vine Road from Timbertrace Lane to Eagle View Drive, West side
  - Redbuck Circle (eastern segment) from Longview Road to Rockbridge Drive, West side
  - Rice Road from Langsford Road to Columbus Street, both sides
  - Rice Road from Chipman Road to Deerbrook Street, both sides
  - Rice Road from Mulberry Street to Colbern Road, both sides
  - Ridgeview Drive from Mulberry Street to a point three hundred fifty (350) feet north of Mulberry Street, East side
  - Rockbridge Drive from Redbuck Circle to Grandstand Circle, South side
  - Scherer Road from the West City Limit to M-291 Highway, both sides
  - Scruggs Road from M-291 Highway to Blackwell Parkway, both sides
  - Shelby Drive from Highland Drive to a point eighty (80) feet south of Highland Drive, East side
  - Shelby Drive from Scherer Road to a point one hundred seventy (170) feet south of Highland Drive, East side
  - Shenandoah Drive from Todd George Parkway to Blue Parkway, both sides
  - Smart Road from the South City Limit to US-50, both sides
  - St. Andrews Circle from Northgate Crossing to a point one hundred eighty (180) feet east of Northgate Crossing, South side
  - Strother Road from the West City Limit to Todd George Parkway, both sides
- 
- Swann Drive from M-291 Highway to Westwind Drive, North side
  - Technology Drive from Blue Parkway to cul-de-sac, North side
- 
- Thompson Drive from M-291 Highway to Hamblen Road, North and East sides
  - Thompson Drive from a point two thousand one hundred eighty (2,180) feet east of M-291 Highway to a point two thousand six hundred fifty (2,650) feet east of M-291 Highway, South and West sides
  - Tiger Terrace from Persels Road to Elwood Drive, both sides
  - Timbertrace Lane from Burningwood Lane to Rambling Vine Road, North side
  - Todd George Parkway from US-50 to Woods Chapel Road, both sides
  - Town Centre Boulevard from Colbern Road to Independence Avenue, both sides
  - Transport Drive from a point four hundred twenty (420) feet west of Hamblen Road to Hamblen Road, South side
  - Tudor Road from Scruggs Road to Savoy Street, both sides
  - Tudor Road from Ward Road to M-291 Highway, both sides
  - Victoria Drive from Independence Avenue to Reed Crossing, both sides
  - View High Drive within the City Limit, both sides
  - Ward Road from O'Brien Road to Chipman Road, East side
  - Ward Road from the South City Limit to 3rd Street, both sides

- Ward Road from Blue Parkway north to a point one hundred ninety (190) feet north of Maple Street, both sides
- Ward Road from Chipman Road north to Blue Parkway, both sides
- West Main Street from 4th Street to 3rd Street, West side
- Windemere Drive from M-150 Highway to 35th Terrace, both sides
- Wintercreek Drive from Winterpark Boulevard to a point five hundred (500) feet west of Winterpark Boulevard, South side
- Woods Chapel Road from Gregory Boulevard to the East City Limit, both sides
- Wysteria Drive from Arbor Row Drive to Arborway Drive, North side

(Ord. No. 6727, § 2(app. B, § 1), 11-13-2008; Ord. No. 6763, § 1, 2-5-2009; Ord. No. 6844, § 1, 10-8-2009; Ord. No. 6918, § 1, 4-8-2010; Ord. No. 6951, § 1, 6-17-2010; Ord. No. 6975, § 1, 9-19-2010; Ord. No. 6998, § 1, 11-18-2010; Ord. No. 7053, §§ 1, 2, 5-19-2011; Ord. No. 7232, § 1, 9-6-2012; Ord. No. 7257, § 1, 11-1-2012; Ord. No. 7337, §§ 1, 2, 6-6-2013; Ord. No. 7402, §§ 1, 2, 12-5-2013; Ord. No. 7487, § 1, 7-10-2014; Ord. No. 8139, §§ 1, 2, 4-20-2017; Ord. No. 8458, § 1, 9-6-2018; Ord. No. 8791, §§ 1, 2, 12-17-2019; Ord. No. 8844, §§ 1, 2, 3-17-2020)

Sec. 2. - No parking from 7:00 a.m. to 3:00 p.m. Monday through Friday.

The following streets or segments of streets shall have a "No Parking from 7:00 a.m. to 3:00 p.m. Monday through Friday" restriction:

- 7th Street from Florence Avenue to Browning Avenue, both sides
- 8th Street from Green Street to Browning Avenue, both sides
- 9th Street from a point 130 feet west of Douglas Street to Douglas Street, North side
- Browning Avenue from Blue Parkway to 6th Street, both sides.

(Ord. No. 6727, § 2(app. B, § 2), 11-13-2008)

Sec. 3. - No parking from 8:00 a.m. to 5:00 p.m. Monday through Friday.

The following streets or segments of streets shall have a "No Parking from 8:00 a.m. to 5:00 p.m. Monday through Friday" restriction:

- 5th Street from a point 225 feet east of Douglas Street to a point two hundred (200) feet west of Green Street, south side.

(Ord. No. 6727, § 2(app. B, § 3), 11-13-2008)

Sec. 4. - No parking from 8:00 a.m. to 4:00 p.m. Saturday.

The following streets or segments of streets shall have a "No Parking from 8:00 a.m. to 4:00 p.m. Saturday" restriction:

- Amanda Lane from Neawanna Drive to Mulberry Street, East side
- Auburn Drive from Tawny Drive to Burgundy Lane, East side
- Ball Drive from Mulberry Street to a point one hundred fifty (150) feet north of Ridgeview Drive, East side

- Ivory Lane from Tawny Drive to Mulberry Street, East side
- Mulberry Street from a point three hundred (300) feet west of Ball Drive to Jade Street, South side
- Neawanna Drive from Amanda Lane to Mulberry Street, West side.

(Ord. No. 6727, § 2(app. B, § 4), 11-13-2008)

Sec. 5. - Two (2) hour parking from 9:00 a.m. to 6:00 p.m.

The following streets or segments of streets shall have a "Two (2) Hour Parking from 9:00 a.m. to 6:00 p.m." restriction:

- 3rd Street from a point 225 feet east of Jefferson Street (alley) to West Main Street, North side
- 3rd Street from a point three hundred (300) feet east of Jefferson Street to West Main Street, South side
- 3rd Street from East Main Street to Green Street, both sides
- Douglas Street from 2nd Street to a point one hundred fifty-five (155) feet south of 3rd Street, West side
- Douglas Street from 4th Street to a point three hundred (300) feet south of 2nd Street (alley), East side
- Douglas Street from a point one hundred eighty-five (185) feet south of 3rd Street to a point one hundred twenty (120) feet north of 4th Street, West side
- East Main Street from 4th Street to 2nd Street, East side
- East Main Street from a point two hundred (200) feet south of 3rd Street to a point 275 feet north of 3rd Street, West side
- Fascination Drive from Longview Road to Longview Boulevard, both sides
- Green Street from a point 280 feet south of 3rd Street (alley) to a point three hundred (300) feet north of 3rd Street (alley), East side
- Green Street from a point two hundred eighty (280) feet south of 3rd Street (alley) to 2nd Street, West side
- Longview Boulevard west parking aisle from Fascination Drive to Sensation Drive
- Market Street from a point two hundred ten (210) feet South of 3rd Street to a point 150 feet north of 3rd Street (alley), East side
- Market Street from a point one hundred seventy (170) feet south of 3rd Street to 3rd Street, West side
- Market Street from 3rd Street to 2nd Street, West side
- West Main Street from 3rd Street to a point four hundred eighty (480) feet north of 3rd Street, West side.

(Ord. No. 6703, § 1, 10-09-2008; Ord. No. 6727, § 2(app. B, § 5), 11-13-2008; Ord. No. 6614, § 1, 4-10-2008; Ord. No. 7053, § 3, 5-19-2011; Ord. No. 8139, §§ 3, 4, 4-20-2017)

Sec. 6. - Fifteen (15) minute parking.

The following streets or segments of streets shall have a "Fifteen (15) Minute Parking" restriction:

- O'Brien Road from a point four hundred twenty-five (425) feet west of Killarney Lane to a point 305 feet west of Killarney Lane, North side.

(Ord. No. 6727, § 2(app. B, § 6), 11-13-2008)

Sec. 7. - No standing.

The following streets or segments of streets shall have a "No Standing" restriction:

- (Reserved).

(Ord. No. 6727, § 2(app. B, § 7), 11-13-2008)

Sec. 8. - No stopping.

The following streets or segments of streets shall have a "No Stopping" restriction:

- Jefferson Street from a point one hundred fifty (150) feet south of Glendana Drive to a point 1100 feet south of Glendana Drive, West side.
- Independence Avenue from a point two hundred (200) feet north of Lincoln Street to a point two hundred and sixty (260) feet south of Lincoln Street, both sides

(Ord. No. 6727, § 2(app. B, § 8), 11-13-2008)

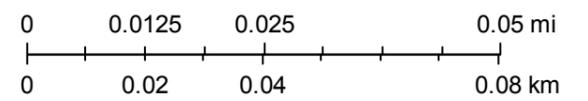
# Independence Ave No Stopping Zone



9/16/2021, 9:07:08 AM

1:1,200

- Addresses
- Parcels
- Lees Summit Owned Parcels
- Subdivisions



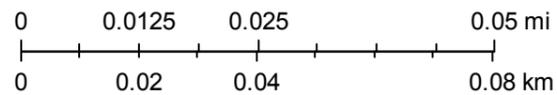
# Arborpark Terrace No Parking Map



9/16/2021, 9:11:06 AM

1:1,200

- Addresses
- Parcels
- Lees Summit Owned Parcels
- Subdivisions



## Packet Information

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**File #:** TMP-2058, **Version:** 1

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An Ordinance approving Change Order No. 2 to an agreement for the sanitary small main replacement project between the City of Lee's Summit, Missouri, and Wiedenmann, Inc., for an increase of \$38,132.40 with an amended agreement price of \$1,527,635.97 and authorizing the City Manager to execute an agreement for the same.

### Issue/Request:

An Ordinance approving Change Order No. 2 to an agreement for the sanitary small main replacement project between the City of Lee's Summit, Missouri, and Wiedenmann, Inc., for an increase of \$38,132.40 with an amended agreement price of \$1,527,635.97 and authorizing the City Manager to execute an agreement for the same.

### Key Issues:

- Several contract quantities are being adjusted to match the final quantities constructed.
- Several differing site conditions were encountered during construction requiring additional work to be completed.

### Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order No. 2 to an agreement for the sanitary small main replacement project between the City of Lee's Summit, Missouri, and Wiedenmann, Inc., for an increase of \$38,132.40 with an amended agreement price of \$1,527,635.97 and authorizing the City Manager to execute an agreement for the same.

### Background:

Change Order No. 2 will address several quantity adjustments identified during the project closeout process. Additionally, differing site conditions were encountered at several locations that needed to be addressed by additional design and construction work. Because replacement options were up to the contractor decide, detailed designs for each line segment were not completed. As a result, these types of changes were not unexpected.

### Impact/Analysis:

[Enter text here]

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**File #:** TMP-2058, **Version:** 1

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Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Michael Anderson, Deputy Director of Public Works

Recommendation: Staff recommends approval of an Ordinance approving Change Order No. 2 to an agreement for the sanitary small main replacement project between the City of Lee's Summit, Missouri, and Wiedenmann, Inc., for an increase of \$38,132.40 with an amended agreement price of \$1,527,635.97 and authorizing the City Manager to execute an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

## **BILL NO. 21-xxx**

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AN ORDINANCE APPROVING CHANGE ORDER NO. 2 TO AN AGREEMENT FOR THE SANITARY SMALL MAIN REPLACEMENT PROJECT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND WIEDENMANN, INC., FOR AN INCREASE OF \$38,132.40 WITH AN AMENDED AGREEMENT PRICE OF \$1,527,635.97 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into an agreement with Wiedenmann, Inc for the Sanitary Small Main Replacement project ("Project"), being undertaken by the City's Public Works Department; and,

WHEREAS, several contract quantities are being adjusted to match the final quantities constructed; and,

WHEREAS, several differing site conditions were encountered during construction requiring additional work to be completed.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri, hereby approves Change Order No. 2 between the City of Lee's Summit, Missouri, and Wiedenmann, Inc., for an increase of \$38,132.40 for a revised agreement price of \$1,527,635.97, substantially similar to said change order agreement attached hereto as "Exhibit 1".

SECTION 2. The City Council of the City of Lee's Summit, Missouri, hereby authorizes the City Manager, or designee, to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 3. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

**BILL NO. 21-xxx**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Infrastructure & Recreation  
*Scott Ison*



# Lee's Summit Change Order Details

## Sanitary Sewer Small Main Replacement Project

**Description** Work shall consist of the replacement of predominantly 6" sanitary sewer mains, which have reached the end of their service life, with 8" sanitary sewer mains. Locations are mainly around the core of Lee's Summit and consist of 21 different sanitary sewer lines.

**Project Number:** 340

**Purchase Order:** #128234

**Funds:** Activity; 34031783

**Contractor:** Wiedenmann, Inc. (1955); Jerry Wiedenmann - (816) 589-3753

**Testing Lab:** Terracon [Feras]; (913) 998-7466

**Prime Contractor** Wiedenmann Inc.  
950 N. Scott  
Belton, MO 64012

**Change Order** 2

**Status** Pending

**Date Created** 08/13/2021

**Type** City Council Approval

**Summary** Adjustments for final quantities - Final Change Order

**Awarded Project Amount** \$1,418,820.00

**Authorized Project Amount** \$1,489,503.57

**Change Order Amount** \$38,132.40

**Revised Project Amount** \$1,527,635.97

## Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
<b>Section: 1 - Description</b>									
0003	3	Ln Ft	\$140.000	5,978.000	\$836,920.00	-160.700	-\$22,498.00	5,817.300	\$814,422.00
Sanitary Sewer Pipe - 8 inch									
<b>Reason:</b> Final measured quantity.									
0004	4	Ln Ft	\$80.000	445.000	\$35,600.00	-17.550	-\$1,404.00	427.450	\$34,196.00
Sanitary Sewer Pipe - 4 inch									
<b>Reason:</b> Final measured quantity.									
0005	5	Ea	\$10,500.000	22.000	\$231,000.00	1.000	\$10,500.00	23.000	\$241,500.00
Sanitary Sewer Structures - Standard Manhole									
<b>Reason:</b> Final measured quantity.									
0008	8	Ea	\$1,500.000	93.000	\$139,500.00	6.000	\$9,000.00	99.000	\$148,500.00
Sanitary Sewer Wye and Service Sanitary Sewer Wye and Service Connection									
<b>Reason:</b> Final measured quantity.									
0010	10	Ln Ft	\$22.000	450.000	\$9,900.00	-71.000	-\$1,562.00	379.000	\$8,338.00
Water Line Pipe - Service Line									

Line Number	Item ID	Unit	Unit Price	Quantity	Current Amount	Quantity	Change Amount	Quantity	Revised Amount
<b>Reason:</b> Final measured quantity.									
25-C	New Item(s)	EA	\$1,631.900	13.000	\$21,214.70	1.000	\$1,631.90	14.000	\$22,846.60
New Item: 6" Service Connection									
<b>Reason:</b> Final measured quantity.									
29-C	New Item(s)	EA	\$339.800	0.000	\$0.00	1.000	\$339.80	1.000	\$339.80
New Item: 6" Two Way Cleanout - Unpaved Area									
<b>Reason:</b> Final measured quantity.									
30-C	New Item(s)	EA	\$948.810	1.000	\$948.81	1.000	\$948.81	2.000	\$1,897.62
New Item: 6" Two Way Cleanout - Paved Area									
<b>Reason:</b> Final measured quantity.									
31-C	New Item(s)	EA	\$382.410	0.000	\$0.00	8.000	\$3,059.28	8.000	\$3,059.28
New Item: Hourly Exploration Rate									
<b>Reason:</b> Exploration for existing service lines on line 8 and line 10.									
9 items				Totals	\$1,275,083.51		\$15.79		\$1,275,099.30

## New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					
32-C	New Item(s)	LS	1.000	\$4,802.260	\$4,802.26
New Item: Adjust Flowline of Line 6					
<b>Reason:</b> During construction of line 6 it was discovered that there was a section of line that did not have positive drainage. This item was for the contractor to perform additional excavation and work necessary to install the new sanitary main with positive drainage.					
33-C	New Item(s)	LS	1.000	\$455.660	\$455.66
New Item: Line 8 - Core Drill MH 31-181					
<b>Reason:</b> An additional connection was needed for a sanitary lateral located at 204 NE Eastridge Street. This item is for the core drilling of new MH to facilitate this connection.					
34-C	New Item(s)	LS	1.000	\$2,290.870	\$2,290.87
New Item: Point Repair - Line 11					
<b>Reason:</b> On line 11 it was determined that there was a failure of an existing line that required repair before the discovery portion of this line could be completed. There was sewage backing up into existing cleanout and structures which necessitated this repair be done immediately. After this repair, flow was returned to the existing line and the contractor was able to continue their preparation for the upsizing of this line.					
35-C	New Item(s)	LS	1.000	\$3,434.410	\$3,434.41
New Item: Additional Tree Removal					
<b>Reason:</b> The City determined that there was an additional tree that needed to be removed on line 13. The sanitary work could be done without removing this tree, but there was a large amount of roots that were damaged or removed during construction and the tree was just adjacent to Blue Parkway that the City determined that we would like this tree removed to avoid the possibility of the tree either dying or falling onto Blue Parkway during a heavy wind event. It is likely the City would have had to remove this tree sometime in the future anyway.					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
36-C	New Item(s)	LS	1.000	\$6,045.350	\$6,045.35
New Item: Line 15 Adjustment and New Manhole					
<b>Reason:</b> During the construction of line 15, it was discovered that the flow line of the existing sewer main was approximately 5' lower in elevation than shown on the plans at the proposed location of MH 15A. Therefore, it was necessary that MH 15A be installed as a standard 4' diameter manhole instead of a shallow 4' manhole.					
37-C	New Item(s)	LS	1.000	\$10,892.740	\$10,892.74
New Item: Line 17 Inside Drop Manhole					
<b>Reason:</b> During construction of line 17 it was discovered that the existing line was not installed on a straight alignment and that adjustments would be required to install the new line. As part of this adjustment a new inside drop connection was required. This item is for the adjustments required for the re-alignment of the new line and for the new inside drop connection to the existing MH.					
38-C	New Item(s)	LS	1.000	\$2,807.060	\$2,807.06
New Item: 8" DIP PVC - Material Only					
<b>Reason:</b> The Sanitary Small Main Replacement contract specified 8" DIPS (fusible PVC). This pipe is special order requiring 5,000 LF to have the pipe manufactured. Due to project underruns and the minimum order requirements, 370 LF remain. Wiedenmann, Inc. will deliver the 370 LF of pipe to the city for future projects if requested by the City.					
39-C	New Item(s)	LS	1.000	\$7,388.260	\$7,388.26
New Item: Line 11 Upsize Drop Manhole Connection					
<b>Reason:</b> Line 11 upsized the existing main from a 6" line to an 8" line. The existing connection to MH 38-004 was a drop connection and was not noted on the original plans as such. This additional amount is to account for the time and material necessary to remove the existing drop connection and install a new upsized drop connection.					
8 items				Total:	\$38,116.61

## Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Calendar Days	130.0 Days	142.0 Days	21.0 Days	163.0 Days
Substantial Completion				
<b>Reason:</b> Due to multiple lines having different existing conditions than what were planned, the City determined that additional days were appropriate to be added to the contract time. The differing site conditions required additional time for the City to determine the appropriate adjustments that needed to be made and for the contractor to perform the additional adjustments as required by the City.				
Calendar Days	160.0 Days	160.0 Days	21.0 Days	181.0 Days
Final Completion				
<b>Reason:</b> Due to multiple lines having different existing conditions than what were planned, the City determined that additional days were appropriate to be added to the contract time. The differing site conditions required additional time for the City to determine the appropriate adjustments that needed to be made and for the contractor to perform the additional adjustments as required by the City.				
2 time limits				

## Packet Information

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**File #:** TMP-2059, **Version:** 1

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An Ordinance approving Change Order No. 1 to the agreement with Infrastructure Solutions, LLC. for the Delta School Road Stormwater Improvements project, an increase of \$103,163.59 for a revised agreement price of \$1,196,443.59 and authorizing the City Manager to enter into an agreement for the same.

### Issue/Request:

An Ordinance approving Change Order No. 1 to the agreement with Infrastructure Solutions, LLC. for the Delta School Road Stormwater Improvements project, an increase of \$103,163.59 for a revised agreement price of \$1,196,443.59 and authorizing the City Manager to enter into an agreement for the same.

### Key Issues:

- Several required quantities adjustments have been identified during construction.
- A conflict between the 51" x 32" RCP and a watermain was discovered during construction requiring the relocation of the watermain.
- Private drain lines identified during construction were required to be connected to the public storm system to maintain proper drainage.

### Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving Change Order No. 1 to the agreement with Infrastructure Solutions, LLC. for the Delta School Road Stormwater Improvements project, an increase of \$103,163.59 for a revised agreement price of \$1,196,443.59 and authorizing the City Manager to enter into an agreement for the same.

### Background:

Change Order No. 1 will address several quantity adjustments identified during construction. The most significant of these adjustments is associated with the concrete parking lot repair item. Because of the dual pipes and heavy equipment necessary to complete the work, much more area of the driveway was damaged than originally anticipated. These damaged areas were required to be removed and replaced. This Change Order also addresses a conflict with a watermain that was not as deep as anticipated. Finally, a private roof drain and parking lot drain were discovered during construction that were required to be connected to the public storm line in order to properly convey the drainage.

### Impact/Analysis:

[Enter text here]

### Timeline:

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**File #:** TMP-2059, **Version:** 1

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Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Michael Anderson, Deputy Director of Public Works

Recommendation: Staff recommends approval of an Ordinance approving Change Order No. 1 to the agreement with Infrastructure Solutions, LLC. for the Delta School Road Stormwater Improvements project, an increase of \$103,163.59 for a revised agreement price of \$1,196,443.59 and authorizing the City Manager to enter into an agreement for the same.

Committee Recommendation: [Enter Committee Recommendation text Here]

## **BILL NO. 21-xxx**

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AN ORDINANCE APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH INFRASTRUCTURE SOLUTIONS, LLC. FOR THE DELTA SCHOOL ROAD STORMWATER IMPROVEMENTS PROJECT, AN INCREASE OF \$103,163.59 FOR A REVISED AGREEMENT PRICE OF \$1,196,443.59 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into an agreement with Infrastructure Solutions, LLC. for the Delta School Road Stormwater Improvements project ("Project"), being undertaken by the City's Public Works Department; and,

WHEREAS, several required quantities adjustments have been identified during construction of the Project; and,

WHEREAS, a conflict between the 51" x 32" RCP and a watermain was discovered during construction requiring the relocation of the watermain; and,

WHEREAS, private drain lines identified during construction were required to be connected to the public storm system to maintain proper drainage.

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

SECTION 1. Change Order No. 1 to the original agreement with Infrastructure Solutions, LLC. for the Project, an increase of \$103,163.59 for a revised contract price of \$1,196,443.59, attached hereto as Change Order No. 1 and incorporated by reference, is hereby approved and the City Manager, or designee, is hereby authorized to execute the same or substantially similar on behalf of the City of Lee's Summit, Missouri

SECTION 2. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BILL NO. 21-xxx**

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ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Infrastructure & Recreation  
*Scott Ison*



# Lee's Summit

## Change Order Details

### Delta School Road Stormwater Improvements

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<b>Description</b>	NE Delta School Road stormwater project – Constructing an enclosed storm drainage system consisting of a box culvert, pipes and inlets, removing existing infrastructure and installing additional stormwater infrastructure on a new alignment, and swale grading to provide positive drainage and overflow conveyance.  PO 128848 #576322-5C
<b>Prime Contractor</b>	Infrastructure Solutions, LLC 9801 Renner Boulevard Suite 300 Lenexa, KS 66219
<b>Change Order</b>	1
<b>Status</b>	Pending
<b>Date Created</b>	09/22/2021
<b>Type</b>	City Council Approval
<b>Summary</b>	Change Order 1
<b>Change Order Description</b>	During the course of construction the driveway was damaged severely beyond the scope of work on the plans. There was no way to avoid the damage due to size of the structure being installed. The existing condition of the driveway were very poor as well, which made finding a stopping point a challenge. The existing line item was overran to accommodate this. There was a pipe on the plans which called for removal. We decided to flowfill instead. Line item 33 was overran to accommodate this.
<b>Awarded Project Amount</b>	\$1,093,280.00

**Authorized Project Amount**    \$1,093,280.00  
**Change Order Amount**        \$103,163.59  
**Revised Project Amount**      \$1,196,443.59

### Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
0033	33	Cu Yd	\$130.000	21.000	\$2,730.00	35.000	\$4,550.00	56.000	\$7,280.00
Grout (Pipe Fill)									
0038	38	Sq Yd	\$85.000	198.000	\$16,830.00	1,250.000	\$106,250.00	1,448.000	\$123,080.00
Private Parking (Concrete) (6" KCM MB w/ Welded Wire Mesh) (4" MoDOT Type 5 Aggregate) (Remove and Replace)									
0039	39	Sq Yd	\$82.000	299.000	\$24,518.00	-299.000	-\$24,518.00	0.000	\$0.00
Private Parking (Asphalt) (6" Type 5-01) (6" MoDOT Type 5 Aggregate) (Geogrid) (Remove and Replace)									
3 items	Totals				\$44,078.00		\$86,282.00		\$130,360.00

### New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					
0060	New Item(s)	LS	1.000	\$6,265.660	\$6,265.66
New Item: Connection to Storm System					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
-------------	---------	------	----------	------------	-----------

**Reason:** Two private drain lines that were draining a parking lot and building were found during construction. This item addresses the cost of connecting those pipes to the public storm system.

0070	New Item(s)	LS	1.000	\$10,615.930	\$10,615.93
New Item: Waterline relocation					
<b>Reason:</b> A water line was found to be in conflict with the new 51"x32" RCPA. This item accounts for all work necessary for the relocation of the watermain.					

2 items Total: \$16,881.59

### Attachments

Document	Name	Description	Submission Date
Copy_of_Connect_parking_lot_pipes.xlsx	Copy of Connect parking lot pipes.xlsx		09/29/2021 09:01 AM CDT
Waterline_Relocation.pdf	Waterline Relocation.pdf		09/29/2021 09:02 AM CDT

2 attachments

## Packet Information

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**File #:** TMP-2061, **Version:** 1

---

An Ordinance authorizing the First Amendment To Real Property and Tower Site Lease by and between the City of Lee's Summit, Missouri, and T-Mobile Central, LLC adjusting equipment mounting locations for telecommunication equipment installed on the City's water storage tower located at 1251 SE Ranson Road and authorizing the Mayor to enter into an agreement for the same.

### Issue/Request:

An ordinance authorizing the First Amendment To Real Property and Tower Site Lease by and between the City of Lee's Summit, Missouri, and T-Mobile Central, LLC adjusting equipment mounting locations for telecommunication equipment installed on the City's water storage tower located at 1251 SE Ranson Road and authorizing the Mayor to enter into an agreement for the same.

### Key Issues:

- The City of Lee's Summit owns a parcel of land at 1251 SE Ranson Road in the City of Lee's Summit on which a water storage facility is located.
- T-Mobile Central LLC ("T-Mobile") and the City of Lee's Summit enter into a Site Lease Agreement in April of 2007. That agreement is good for 5 years with 3 three automatic renewals.
- This past year T-Mobile merged with Sprint and removed the Sprint Equipment from the site at 1251 SE Ranson Road.
- T-Mobile wishes to move the location of its equipment while it is upgrading that equipment to 5G. The current lease location is on the column of the tower and T-Mobile will be moving to a location at the top of the tower on the corral that was previously occupied by Sprint.
- This request and process are in accordance with the lease language.

### Proposed Committee Motion:

I move to recommend to City Council approval of an ordinance authorizing the First Amendment To Real Property and Tower Site Lease by and between the City of Lee's Summit, Missouri, and T-Mobile Central, LLC adjusting equipment mounting locations for telecommunication equipment installed on the City's water storage tower located at 1251 SE Ranson Road and authorizing the Mayor to enter into an agreement for the same.

### Proposed City Council Motion:

FIRST MOTION:

SECOND MOTION:

### Impact/Analysis:

No Impact to the Utility

Jeff Thorn, Deputy Director Water Utilities

Staff Recommendation

Approval of an ordinance authorizing the First Amendment To Real Property and Tower Site Lease by and between the City of Lee's Summit, Missouri, and T-Mobile Central, LLC adjusting equipment mounting locations for telecommunication equipment installed on the City's water storage tower located at 1251 SE Ranson Road and authorizing the Mayor to enter into an agreement for the same.

## **Bill 21-**

---

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO REAL PROPERTY AND TOWER SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL, LLC ADJUSTING EQUIPMENT MOUNTING LOCATIONS FOR TELECOMMUNICATION EQUIPMENT INSTALLED ON THE CITY'S WATER STORAGE TOWER LOCATED AT 1251 SE RANSON ROAD AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, the City of Lee's Summit, Missouri ("City") currently owns a parcel of land at 1251 SE Ranson Road in the City of Lee's Summit Missouri ("Property"); and,

WHEREAS, the City currently owns a water storage tower located on said Property; and,

WHEREAS, T-Mobile Central LLC ("T-Mobile") currently leases from the City a portion of the Property and Tower Facilities for the purpose of constructing, installing, maintaining, operating, and removing at T-Mobile's expense, a directional antenna, connecting cables, support structures, and related site equipment for communication facilities; and,

WHEREAS, T-Mobile wishes to change the location of its equipment from the location shown in the exhibit of the April 24, 2007 Lease, to the location shown in Exhibit A in the Amendment to said lease attached hereto as Exhibit 1; and

WHEREAS, said original location was approved by the City Council and therefore requires Council approval for modification.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri, hereby approves the First Amendment to Real Property and Tower Site Lease for 1251 SE Ranson Road by and between the City of Lee's Summit and T-Mobile Central LLC, substantially similar to said addendum agreement attached hereto as "Exhibit 1".

SECTION 2. The City Council of the City of Lee's Summit, Missouri, hereby authorizes the Mayor, to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 3. The Mayor, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

**Bill 21-**

---

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST

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

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
*Scott Ison*, Chief Council Infrastructure and Recreation

Exhibit 1 to Ordinance

Site # A5C0226A  
Market KC

**FIRST AMENDMENT TO REAL PROPERTY AND TOWER SITE LEASE**

THIS FIRST AMENDMENT TO REAL PROPERTY AND TOWER SITE LEASE (“Amendment”) is made and entered into by and between the City of Lee’s Summit, Missouri, a municipal corporation (“Lessor” or “City”), and T-Mobile Central LLC, a Delaware limited liability company (“Lessee”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee entered into a REAL PROPERTY AND TOWER SITE LEASE dated April 24<sup>th</sup>, 2007 (the “Lease”), with respect to the Property located at 1251 SE Ranson Road, Lee's Summit, MO 64081.

B. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Effective as of \_\_\_\_\_, 2021, Lessee will have the right to modify the location of its Site Equipment on the Tower Facility, as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

2. Lessee’s notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Lessee:

T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site # A5C0226A

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

**City of Lee's Summit Missouri, a municipal corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**T-Mobile Central LLC, a Delaware limited liability company**

DocuSigned by:  
*Ken C Bush*  
By: \_\_\_\_\_  
Name: Ken C Bush  
Title: Sr. Director, Engineering & Operations  
Date: 8/30/2021

TMO  
Legal  
Digitally signed by TMO Legal  
Date: 2021.08.24 09:08:07 -0400



**EXHIBIT A**

See attached drawings.



APPLICANT SITE NAME: **RANSON ROAD WATER TOWER**  
 APPLICANT SITE NUMBER: **A5C0226A**

DRAWING DESCRIPTION:  
**PRELIMINARY CD**

**APPROVAL SIGNATURE BLOCK**

The following parties have reviewed these documents:

<b>Site Acquisition Specialist:</b>	Approved: <input type="checkbox"/> Rejected: <input type="checkbox"/>	Date:
<b>RF Engineer:</b>	Approved: <input type="checkbox"/> Rejected: <input type="checkbox"/>	Date:
<b>Construction Manager:</b>	Approved: <input type="checkbox"/> Rejected: <input type="checkbox"/>	Date:
<b>Operations:</b>	Approved: <input type="checkbox"/> Rejected: <input type="checkbox"/>	Date:
<b>Project Manager:</b>	Approved: <input type="checkbox"/> Rejected: <input type="checkbox"/>	Date:

# T-Mobile

**APPLICANT SITE NAME:** RANSON ROAD WATER TOWER  
**APPLICANT SITE NUMBER:** A5C0226A  
**T-MOBILE PROJECT TYPE:** MOVING TMO TO SPRINT  
**DRAWING DESCRIPTION:** PRELIMINARY CD

**AERIAL MAP**



**SITE LOCATION QR CODE**



**ENGINEERING:**  
 SSC, INC.  
 7171 WEST 99TH STREET, SUITE 600  
 OVERLAND PARK, MISSOURI 66212  
 PHONE: (913) 488-7700  
 FAX: (913) 488-7777  
 SSC SITE ID: SSC-1290  
 PROJECT ID: P-008584  
**CLIENT MANAGER:**  
 MARK SUPPER  
**A&E PROJECT MANAGER:**  
 JEREMY BRISCOE  
**LEAD ENGINEER:**  
 ROBERT JENSEN  
**LEAD ELECTRICAL:**  
 SHELTON KERBLING

**CONSULTING TEAM**

**JURISDICTION COMPLIANCE**

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSIDERED TO PRESENT WORK NOT CONFORMING TO THESE CODES.

- INTERNATIONAL BUILDING CODE
- INTERNATIONAL MECHANICAL CODE
- ANSI/ISA-222 STRUCTURAL STEELWORK
- INTERNATIONAL PROTECTION CODE
- INTERNATIONAL PLUMBING CODE
- NATIONAL ELECTRICAL CODE

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THE INFORMATION PROVIDED IS NOT GUARANTEED BY THE ENGINEER. THE ENGINEER'S RESPONSIBILITY TO PRESENT THE LOCATION OF ALL UTILITIES WHETHER SHOWN OR NOT AND PREVENT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.



**SITE INFORMATION**

**PROJECT INFORMATION**

**SITE ADDRESS:** 1251 SE RANSON ROAD, LEBS SUMMIT, MISSOURI 64081  
**COUNTY:** JACKSON  
**PROPERTY OWNER:** CITY OF LEBS SUMMIT, 220 SOUTHEAST GREER ST, LEBS SUMMIT, MISSOURI 64083  
**TOWER INFORMATION:**  
 LATITUDE: 38.895603 N (NAD 83)  
 LONGITUDE: 94.139198 W (NAD 83)  
 GROUND ELEV: 1046.0' AMSL  
 TOWER HEIGHT: 187'-9" AGL  
 WATER TOWER: 191'-0" AGL  
**APPLICANT:** T-MOBILE, 12980 S FOSTER ST, STE 200, OVERLAND PARK, KS 66213

**PROJECT:** MOVING TMO TO SPRINT  
**RFPs CONFIGURATION:** 55912, SR 08/06/09  
**RFPs DATE:** 08/06/09  
**STRUCTURAL COMPANY:** SSC, INC.  
**STRUCTURAL REPORT #:** TBD  
**STRUCTURAL DATE:** TBD

**DRAWING INDEX**

SHEET NO.	TITLE SHEET	SHEET DESCRIPTION	DISC.
T-1.0	TITLE SHEET		C/E
A-1.0	OVERALL SITE PLAN		C
A-1.1	T-MOBILE EQUIPMENT LAYOUT		C
A-1.2	TOWER B/E ELEVATION		C
A-1.3	ANTENNA PLAN		C
A-1.4	ANTENNA CONFIGURATION KEY		C
A-1.5	EQUIPMENT CONFIGURATION KEYS		C
A-1.6	NSN CONFIGURATION DIAGRAM		C
A-1.7	ANTENNA ONE-LINE DIAGRAM		C
A-1.8	EQUIPMENT DETAILS (1 OF 2)		C
A-1.9	EQUIPMENT DETAILS (2 OF 2)		C
SP-1.0	SPECIFICATIONS		C

**PLANS PREPARED BY:**  
  
**PLANS PREPARED FOR:**

**PLANNING NOTICE:**  
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DATE	BY	REV
09/08/21	DSL	A
09/10/21	DSL	B
09/10/21	DSL	C

**APPLICANT SITE NAME:** RANSON ROAD WATER TOWER  
**APPLICANT SITE NUMBER:** A5C0226A  
**SITE ADDRESS:** 1251 SE RANSON ROAD, LEBS SUMMIT, MISSOURI 64081  
**SHEET DESCRIPTION:** TITLE SHEET  
**SHEET #:** T-1.0

**ENGINEERING LICENSE:**  
 STATE OF MISSOURI  
 STATE DEPARTMENT OF AUTHORIZATION  
 ENGINEER  
 NAME: ROBERT JENSEN  
 NO. 0000000000  
 EXPIRES: 12/31/2024  
**PRELIMINARY ISSUE**







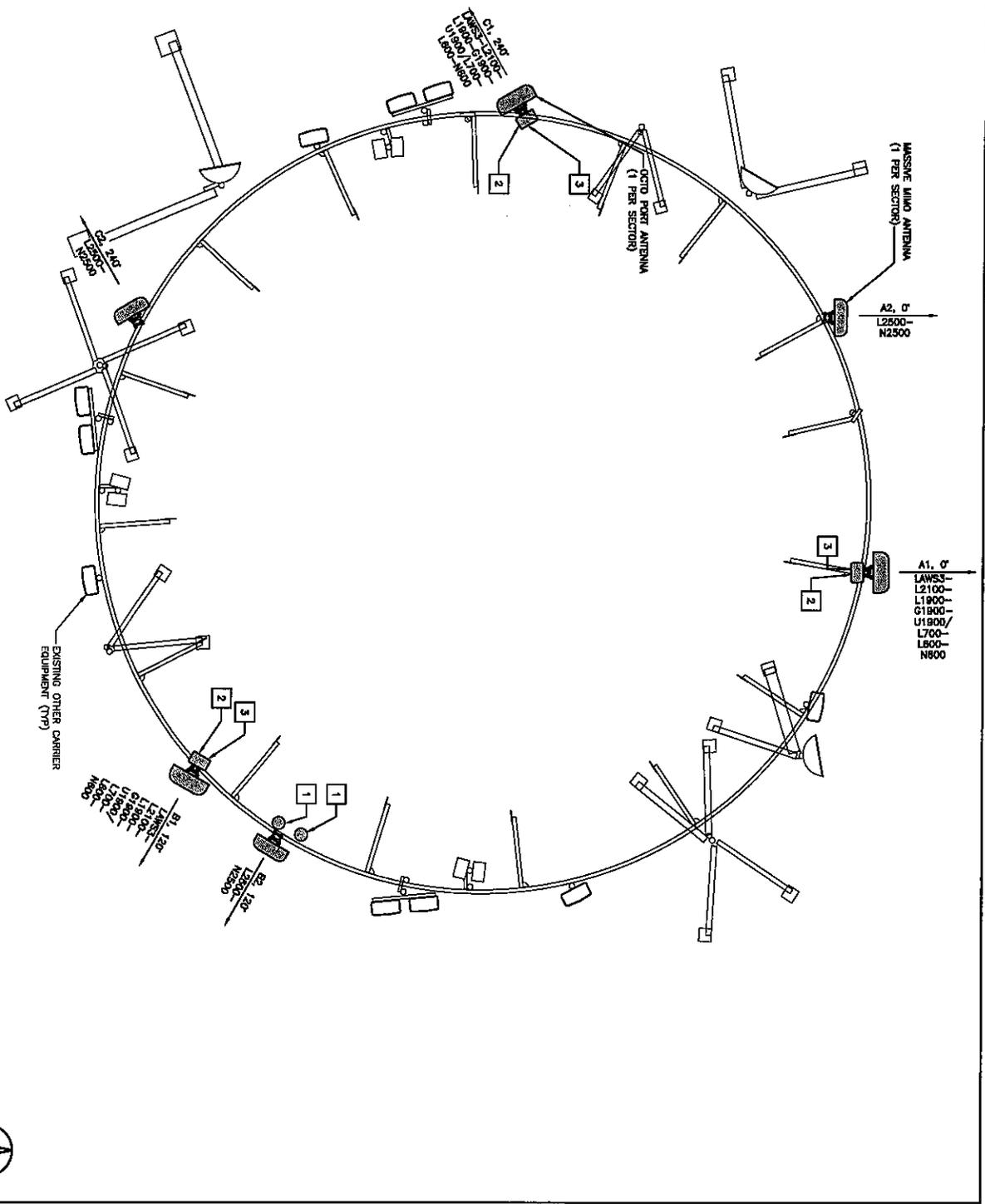
**EQUIPMENT LEGEND:**

- EXISTING
- PROPOSED
- RELOCATED

**EQUIPMENT KEY:**

**NOTES:**

- 1 HSS 2.0 BREAKOUT FEATURE
- 2 AMLCA RRU
- 3 AFRIC RRU



PROPOSED ANTENNA PLAN



1

PLANS PREPARED FOR:

**T-Mobile**

PLANS PREPARED BY:

**SSC**

ENGINEERING LICENSE:

STATE OF MISSOURI

STATE CERTIFICATE OF AUTHORIZATION:

ISSUED: 08/20/18

EXPIRES: 08/20/21

NO. OF HOURS: 2289

REQUIREMENTS: E

ISSUED BY: ROBERT W. WILSON, P.E.

DATE: 08/20/18

NO. OF HOURS: 2289

REQUIREMENTS: E

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ISSUED FOR REVIEW	DATE	BY	REV
ISSUED FOR REVIEW	08/20/18	SSC	A
RESUBMITTED FOR REVIEW	08/20/18	SSC	B
RESUBMITTED FOR REVIEW	08/20/18	SSC	C

APPLICANT SITE NAME:

**RANSON ROAD WATER TOWER**

APPLICANT SITE NUMBER:

**A5C002266A**

SITE ADDRESS:

**101 SE RANSON ROAD**  
**LEES SUMMIT, MISSOURI**  
**64081**

SHEET DESCRIPTION:

**ANTENNA PLAN**

SHEET #:

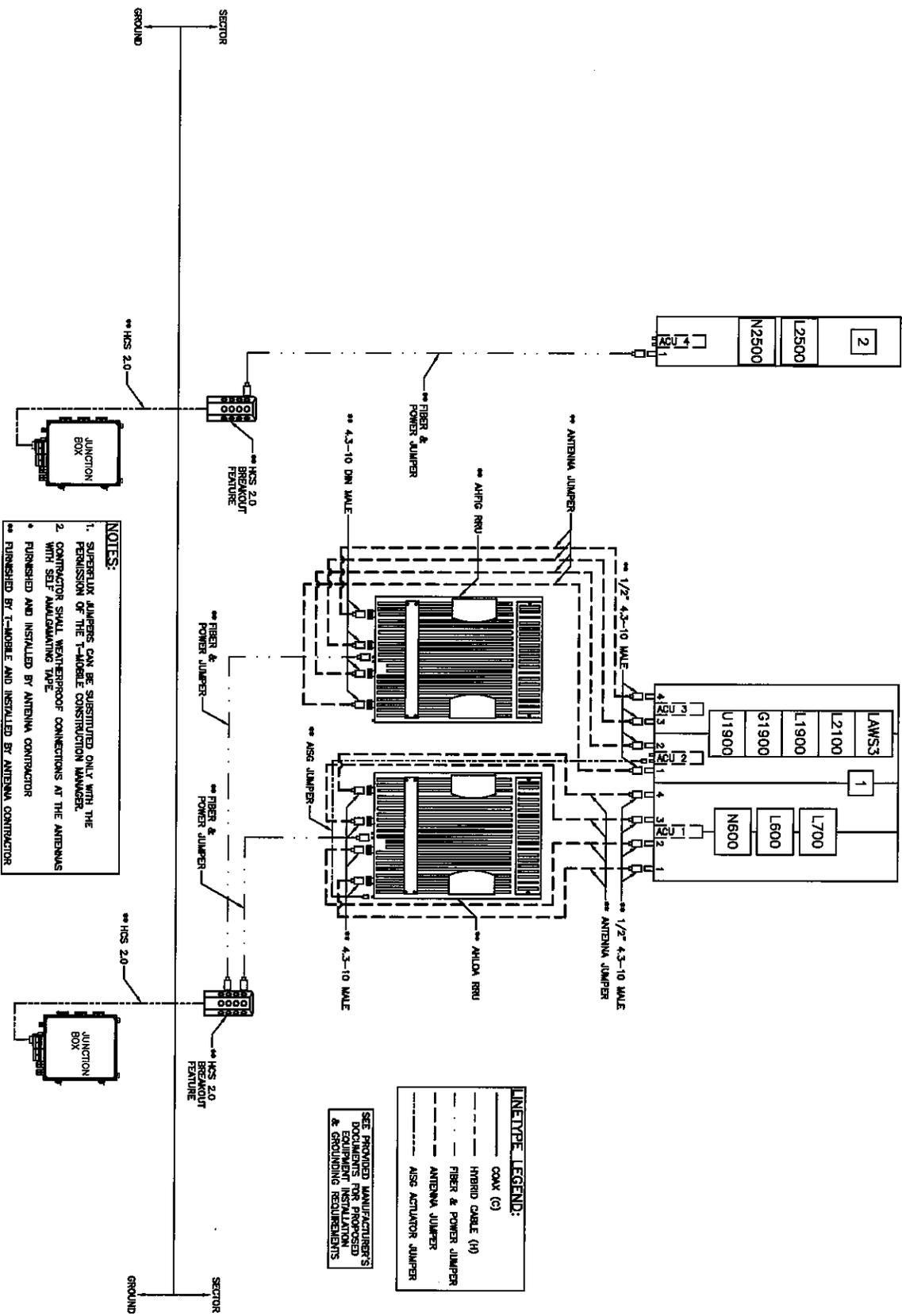
**A-2.1**







**TYPICAL SECTOR:**  
(VIEW FROM BACK OF ANTENNA)



**ANTENNA ONE-LINE DIAGRAM**

ENGINEERING LICENSE  
STATE OF MISSOURI  
STATE CERTIFICATE OF AUTHORIZATION  
ENGINEER  
REVISED FOR REVIEW  
DATE  
REVISED FOR REVIEW  
DATE

PLANS PREPARED FOR:  
**T-Mobile**



PLANS PREPARED BY:

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DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	08/29/21	DSL	A
RESUBMITTED FOR REVIEW	08/10/21	DSL	B
RESUBMITTED FOR REVIEW	08/10/21	DSL	C

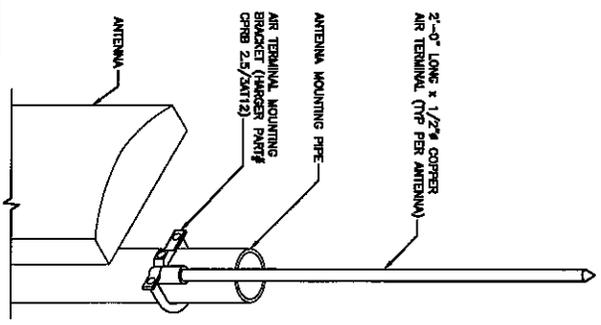
APPLICANT SITE NAME:  
**RANSON ROAD WATER TOWER**

APPLICANT SITE NUMBER:  
**ASC0226A**

SITE ADDRESS:  
**1251 SE RANSON ROAD  
LEES SUMMIT, MISSOURI  
64081**

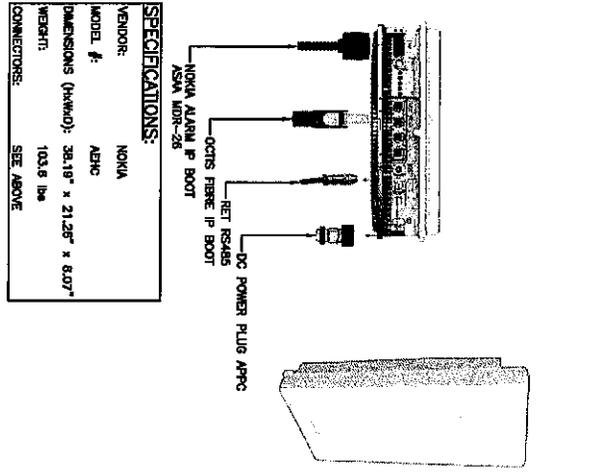
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**ANTENNA ONE-LINE DIAGRAM**

SHEET #:  
**A-5.0**



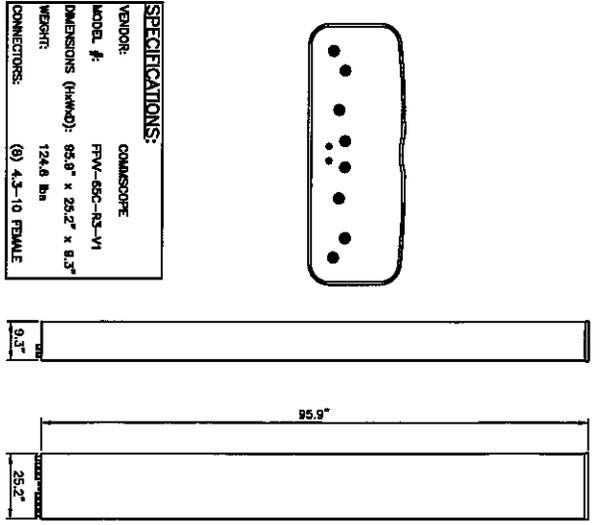
AIR TERMINAL MOUNTING

1



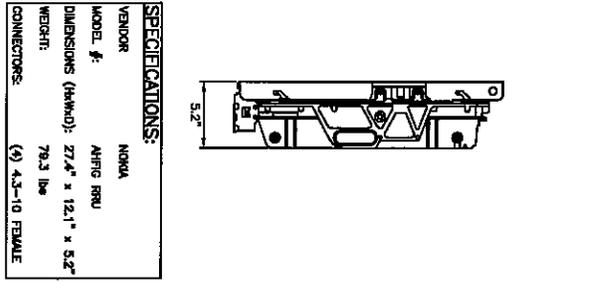
MASSIVE MIMO ANTENNA DETAIL

2



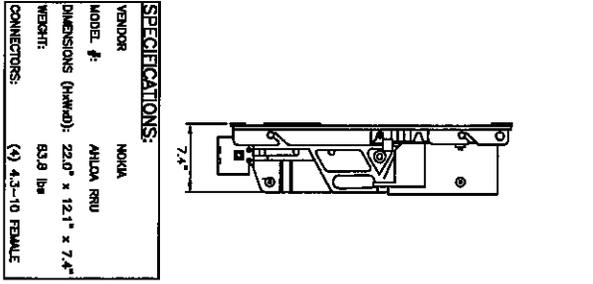
OCTO PORT ANTENNA DETAIL

3



AHTIG RRU DETAIL

5



AHLQA RRU DETAIL

4

DETAIL NOT USED

6

PLANS PREPARED BY: **Mobile**

PLANS PREPARED FOR: **SSC**

ENGINEERING LICENSE: STATE OF MISSOURI

DATE: 06/18/21

SCALE: AS SHOWN

PROJECT NUMBER: 64081

PROJECT NAME: RANSON ROAD WATER TOWER

PROJECT LOCATION: 1251 SE RANSON ROAD, LEES SUMMIT, MISSOURI

SHEET DESCRIPTION: EQUIPMENT DETAILS (1 OF 2)

SHEET #:

APPLICANT SITE NAME: RANSON ROAD WATER TOWER

APPLICANT SITE NUMBER: A5C0226A

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REVISION	DATE	BY	REV
ISSUED FOR REVIEW	06/09/21	DSL	A
REISSUED FOR REVIEW	06/10/21	DSL	B
REISSUED FOR REVIEW	06/18/21	DSL	C



**GENERAL REQUIREMENTS**

PART 1: GENERAL

**1.1. METRO:**

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS RESERVE THE RIGHT TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION. PLANS ARE NOT TO BE SCALED.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY, HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SHOWN IN CONFLICT WITH THE SPECIFICATIONS, IT SHALL BE DONE THE SAME AS IF THE INTENTION OF DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS SPECULATED IN THE CONTRACT.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF METRO AND THE STATE OF MISSOURI. NO COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCES BETWEEN A CONTRACT AND THE CITY OF METRO OR THE STATE OF MISSOURI. ANY DISCREPANCY SHALL BE REPORTED TO THE OWNER OR THEIR AGENT FOR CONSIDERATION.

**1.2. LICENSING REQUIREMENTS:**

- A. THE CONTRACTOR IS RESPONSIBLE FOR PROCUREMENT AND MAINTAINING ALL APPLICABLE LICENSES AND BONDS.

**1.3. STORAGE:**

- A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION THAT DOES NOT OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

**1.4. CLEAN UP:**

- A. THE CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH AT ALL TIMES.

**1.5. QUALITY ASSURANCE:**

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

PART 2: PRODUCTS – NOT APPLICABLE TO THIS SECTION

PART 3: EXECUTION – NOT APPLICABLE TO THIS SECTION

END OF SECTION

**COMMUNICATIONS/ANTENNAS**

PART 1: GENERAL

**1.1. WORK INCLUDED:**

- A. ANTENNA AND FEEDLINE CABLES ARE FURNISHED BY OWNER UNDER SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN FIELD OF CONSTRUCTION AND SITE ACCESS. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND PROPERTY FROM HAZARDOUS EXPOSURE TO OVERHEAD DANGER.
- B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND OWNER SPECIFICATIONS.
- C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
- D. INSTALL FURNISHED GALVANIZED STEEL WAVEGUIDE LADDER AS INDICATED ON DRAWINGS.
- E. THE CONTRACTOR SHALL PROVIDE FREQUENCY DOMAIN REFLECTOMETER (FDR) TEST RESULTS TO THE CONSTRUCTION MANAGER AND OWNER WITHIN ONE WEEK OF COMPLETION.
- F. INSTALL FEEDLINE CABLES AND TERMINATORS BETWEEN ANTENNAS AND EQUIPMENT PERMANENTLY. PERMANENTLY WELDED CONNECTIONS FOR ALL CONNECTIONS BETWEEN THE ANTENNA AND EQUIPMENT SHALL BE MADE UNDER FIELD CONDITIONS. TERMINATE ALL FEEDLINE CABLE THREE (3) FEET IN EXCESS OF EXACT POINT LOCATION UNLESS OTHERWISE STATED.
- G. ANTENNA AND FEEDLINE CABLE GROUNDING:
  - 1. ALL FEEDLINE CABLE GROUNDING CONNECTIONS ARE TO BE WEATHER SEALED WITH ANDREW CONNECTOR/SPlice WEATHERPROOFING KITS OR APPROVED EQUAL.
  - 2. ALL FEEDLINE CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF FEEDLINE CABLE (NOT WITHIN BENDS).

**1.2. RELATED WORKS:**

- A. FURNISH THE FOLLOWING WORK AS SPECIFIED UNDER CONSTRUCTION DOCUMENTS, BUT COORDINATE WITH OTHER TRADES PRIOR TO BID:
  - 1. FLASHING OF OPENING INTO OUTSIDE WALLS.
  - 2. SEAL AND CAULK ALL OPENINGS.
  - 3. PAINTING.
  - 4. CUTTING AND PATCHING.

**1.3. REQUIREMENTS OF REGULATOR AGENCIES:**

- A. FURNISH UL LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE. INSTALL IN CONFORMANCE WITH UL STANDARDS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLES, AND GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS AND FIELD CONDITIONS. FIELD CONDITIONS RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, AND ANY SPECIAL CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK. THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
  - 1. TIA-222 (TELECOMMUNICATIONS INDUSTRY ASSOCIATION) – STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
  - 2. FAA (FEDERAL AVIATION ADMINISTRATION ADVISORY) – CIRCULAR AC 70/7480-11K, OBSTRUCTION MARKING AND LIGHTING.
  - 3. FCC (FEDERAL COMMUNICATIONS COMMISSION) – RULES AND REGULATIONS OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES AND HIGH INTENSITY OBSTRUCTION LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
  - 4. ASCE (AMERICAN INSTITUTE OF STEEL CONSTRUCTION) – SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.
  - 5. NEC (NATIONAL ELECTRICAL CODE) – FOR TOWER LIGHTING KITS.
  - 6. UL (UNDERWRITERS LABORATORIES) – APPROVED ELECTRICAL PRODUCTS.
  - 7. IN ALL CASES, THE FAA, RULES AND THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
  - 8. LIFE SAFETY CODE NFPA, LATEST EDITION.

PART 2: PRODUCTS – NOT APPLICABLE TO THIS SECTION

PART 3: EXECUTION – NOT APPLICABLE TO THIS SECTION

END OF SECTION

ENGINEERING LICENSE: \_\_\_\_\_  
 STATE OF MISSOURI  
 STATE DEPARTMENT OF AUTOMATIC INSURANCE  
 FOR RENEWAL INFORMATION: SEE STATE DEPARTMENT OF AUTOMATIC INSURANCE WEBSITE  
 FOR MORE INFORMATION: SEE STATE DEPARTMENT OF AUTOMATIC INSURANCE WEBSITE

PLANS PREPARED FOR: \_\_\_\_\_  
**F-Mobile**

PLANS PREPARED BY: \_\_\_\_\_  
  
 SSC

DRAWING NOTICE: THE DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SSC. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS DRAWING IS STRICTLY PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF METRO AND THE STATE OF MISSOURI. ANY DISCREPANCY SHALL BE REPORTED TO THE OWNER OR THEIR AGENT FOR CONSIDERATION.

REVISION	DATE	BY	REV
ISSUED FOR REVIEW	06/06/21	DSE	A
RESUBMITTED FOR REVIEW	06/10/21	DSE	B
RESUBMITTED FOR REVIEW	06/10/21	DSE	C

APPLICANT SITE NAME: \_\_\_\_\_  
**RANSON ROAD WATER TOWER**

APPLICANT SITE NUMBER: \_\_\_\_\_  
 ASC02266A

SITE ADDRESS:  
 1251 SE RANSON ROAD  
 LEE'S SUMMIT, MISSOURI  
 64081

SHEET DESCRIPTION: \_\_\_\_\_ SHEET # \_\_\_\_\_  
**SPECIFICATIONS SP-1.0**

REAL PROPERTY AND TOWER SITE LEASE BY AND BETWEEN  
THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL LLC

This Lease is made this 24<sup>th</sup> day of April, 2007, by and between the City of Lee's Summit, Missouri, a municipal corporation ("Lessor" or "City"), and T-Mobile Central LLC, a Delaware limited liability company, its successors and assigns ("Lessee").

WITNESSETH THAT:

WHEREAS, Lessor is the owner in fee simple of a parcel of land located in the City of Lee's Summit, Jackson County, State of Missouri, legally described on the attached Exhibit A ("Property"); and

WHEREAS, a water tower, including an equipment shelter area and antenna mounts (collectively "Tower Facility") is located on the Property; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the Property and Tower Facility (collectively "Leased Premises") for the purpose of constructing, installing, maintaining, operating, and removing, at its expense, a directional antenna, connecting cables, support structures and related site equipment for communication facilities ("Site Equipment").

NOW THEREFORE, the parties hereto agree as follows.

1. DEMISE AND USE OF PROPERTY

Lessee agrees to lease from Lessor, and Lessor agrees to lease to Lessee, the following property (collectively "Leased Premises"):

- a) a non-exclusive easement of reasonable access to the Tower Facility across the Property located in the City of Lee's Summit, Jackson County, State of Missouri, more particularly described in legal description attached and incorporated herein as **Exhibit A**. For the purposes of this Lease Agreement, reasonable access shall be access between 7:00 A.M. and 3:30 P.M. Monday through Friday, except on City Holidays as designated in Section 2-2 of the Lee's Summit Code of Ordinances. Such access shall be granted upon 1 hour notice to the Lee's Summit Water Utilities Department. Lessor shall grant reasonable access at all other times to the Leased Premises in the event of emergencies, in its sole discretion. In the event of an emergency, Lessee shall call Lee's Summit Water Utilities at 816-969-1902. Lessee shall provide Lessor with a list of Lessee's agents and employees authorized to access the Site Equipment located on the Leased Premises. Lessor shall not be responsible for monitoring access to Lessee's Site Equipment; and

- b) the right to construct, install, operate, maintain and remove the Site Equipment on the Tower Facility more particularly described in the site plan attached and incorporated herein as **Exhibit B**. This right shall be exercised in accordance with the plans and specifications for the Site Equipment attached and incorporated herein as **Exhibit B**, and all other provisions of this Lease Agreement.

## 2. TERM

The Initial Term of this Lease Agreement shall be for five (5) years commencing on the date ("Commencement Date") the Lessor signs this Lease Agreement. This Lease Agreement shall be automatically renewed for three (3) additional terms (each a "Renewal Term") of five years each, unless the Lessee provides the Lessor written notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term; and/or Lessee is in default as provided in Paragraph 20 of this Lease Agreement; and/or this Lease Agreement is terminated as provided in Paragraph 28.

## 3. FEE

On the date of the execution of this Lease Agreement, Lessee shall remit the sum of \$17,805.00 to Lessor as a one-time only fee for the use of public property.

## 4. RENT

Lessee agrees to pay the Lessor, for the Leased Premises, rents paid annually in advance beginning on the Commencement Date and on each anniversary of it. The annual rent for the first year of the Initial Term of this Lease shall be \$22,790.00. Thereafter, the rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to the amount of the annual installment of rent payable during the preceding year increased by an amount equal to the change in the CPI-KCMSA during such year. "CPI" means the Consumer Price Index-Kansas City Metropolitan Statistical Area Averages for Urban Wage Earners and Clerical Workers (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index if such index is discontinued). In no event will the amount of the annual installment of rent due under this Lease Agreement following such adjustments be less than the amount of such installment during the preceding 12-month period.

All annual rent installments are to be paid at Lee's Summit City Hall, 220 SE Greet Street, P.O. Box 1600, Lee's Summit, Missouri 64063, or at such other place as Lessor may designate from time to time. Any rental payment paid beyond thirty (30) days in default shall have interest thereon at the highest non-usurious rate permitted by law.

## 5. ACCESS TO LEASED PREMISES AND SITE EQUIPMENT

Lessee agrees to provide prior written notice to the City of the date and time that all initial installation work pursuant to this Agreement will occur, along with a list of the names, addresses, and social security numbers of all contractors, subcontractors, and agents or employees of contractors or subcontractors, who will be performing work on behalf of Lessee pursuant to this Agreement. Lessee agrees that all contractors, subcontractors, and agents or employees of contractors or subcontractors, engaged by Lessee to perform work on behalf of Lessee pursuant to this Agreement will execute a consent to the City authorizing the City to perform a criminal background check on each contractor, subcontractor, agent or employee performing work.

## 6. CONSTRUCTION STANDARDS AND PERMIT REQUIREMENTS

Lessee shall, at its own cost, construct, install, operate and maintain the Site Equipment upon the Leased Premises. Lessee's construction and installation of Site Equipment shall be done according to plans and specifications approved by the Lessor and attached in **Exhibit B**. The Lessee may, at its expense, make such improvements on the Tower Facility as are necessary for the operation of a transmission site for wireless voice and data communication in accordance with the plans and specifications in **Exhibit B**. Construction shall be completed within 60 days from execution of this Lease Agreement. Lessor, in its sole discretion, may authorize a written extension of this 60-day construction period.

Lessee shall obtain all necessary permits, permission, sanctions, and approvals necessary to construct, install, operate, and maintain the Site Equipment. Lessee shall construct, install, operate, and maintain the Site Equipment in accordance with site standards, state statutes, ordinances, rules and regulations now in effect or that thereafter may be issued by the Federal Communications Commission or any other governing body. In the event that any alteration of the Property, Tower Facility, or Site Equipment is required to fulfill the covenants of this paragraph, it shall be done in accordance with the alteration procedures of Paragraph 13 of this Lease Agreement. Any damage done to the Property or Tower Facility during the construction, installation, maintenance, operation and/or removal of the Site Equipment shall be repaired or replaced within ten (10) days at Lessee's expense and to Lessor's sole satisfaction. In addition, if the City experiences an interruption of existing City services relating to the City's use of the Property or Tower Facility as a result of actions or omissions of the Lessee under this Lease Agreement, Lessee agrees to timely rectify any such interruption and pay all reasonable costs associated with the loss, repair and/or restoration of said city services.

## 7. REMOVAL OF SITE EQUIPMENT

Lessee may remove all personal property and trade fixtures of Lessee upon the expiration or termination of this Lease Agreement. Lessee shall remove the Site Equipment from the Leased Premises within 30 days of the date of termination or expiration, and shall repair any damage to the Leased Premises caused by construction, installation, operation, maintenance or removal of the Site

equipment. Any property that is not removed within 30 days of the date of termination or expiration of this Lease Agreement shall become property of the Lessor.

#### 8. LIENS OR ENCUMBRANCES

The Lessee shall not suffer the Property, Tower Facility, or any construction or improvements thereon to become subject to any lien, charge, or encumbrance whatsoever, and shall indemnify the Lessor against all such liens, charges, and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge, or encumbrance upon the Leased Premises.

#### 9. ASSIGNMENTS

The Lessee may assign this Lease Agreement to affiliates and subsidiaries with notice to the Lessor and Lessee may assign this Lease to third parties only with written approval from the Lessor. Such approval may not be unreasonably withheld. However, if Lessee assigns this Lease Agreement to a third party, the Lessor has an option, within Lessor's sole discretion, to renegotiate the terms of this Lease with the assignee. The Lessor reserves the right to lease antenna space on the Tower Facility to third parties consistent with the rights of the Lessee pursuant to this Lease Agreement.

#### 10. INSURANCE

Lessee agrees to maintain at its expense at all times during this Lease Agreement, commercial general liability insurance, naming Lessor as an additional insured, in an amount not less than \$2,000,000.00 each occurrence bodily injury and/or property damage, \$2,000,000.00 personal and or advertising injury limit, \$2,000,000.00 products and completed operations aggregate, \$2,000,000.00 general aggregate, and \$50,000.00 Fire Damage Legal Liability, with Lessor named as additional insured on Lessee's general liability policy, written by an insurer licensed to do business in the State of Missouri. Lessee shall also carry Worker's Compensation Insurance as required by law. Lessee shall furnish to Lessor prior to any occupancy or work, a certificate of insurance confirming the above minimum limits. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation or any changes of insurer to Lessor.

The Lessee, at Lessee's own expense, is to insure or self-insure any Site Equipment at the Leased Premises. The Lessor is not responsible for any loss or damage to the Site Equipment, regardless of the cause for such loss. The Lessee hereby waives its, or its insurers', right of subrogation against the Lessor for any loss of the Lessee's Site Equipment.

Lessee is to carry, during construction, auto liability insurance for any owned, hired or non-owned auto with a minimum liability limit of \$1,000,000 combined single limit, bodily injury and property damage. This is to be evidenced by a certificate of insurance provided to the Lessor prior to any occupancy or work.

In the event Lessee shall fail to procure insurance required under this Lease and fail to maintain the same in force continuously during the term, Lessor shall be entitled to procure the same and Lessee shall immediately reimburse Lessor for such premium expense.

## 11. INTERFERENCE AND STRUCTURAL COMPATIBILITY

Lessee agrees that the construction, installation, maintenance, operation and/or removal of the Site Equipment shall not interfere with any other communication systems currently in operation on the Tower Facility or Property, nor interfere with the City's use, or anticipated use, of the Tower Facility or Property. If Lessee's Site Equipment causes interference, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated within 72 hours, Lessee shall immediately cease operating the Site Equipment until the interference has been eliminated. If the interference cannot be eliminated within 30 days, Lessor may terminate this Lease.

Before approving the placement of the Site Equipment, Lessor may require, at the Lessee's expense, any information that will insure that Lessee's use will not interfere with rights in the Property and Tower Facility retained by the Lessor or any prior lessee. Such information may include, but is not limited to, a certified interference study to indicate whether the proposed use will interfere with any existing communication facilities, a transition plan approved by the Lessor for continued operation of existing facilities during construction, installation or maintenance of Lessee's Site Equipment, an engineering study indicating that the Tower Facility can structurally support the Site Equipment, or a safety study certified by an industrial hygienist or other equally qualified inspector to ensure that access to the Tower Facility is at all times in compliance with any applicable safety standards. Any interference test required by the Lessor shall include frequencies provided by the Lessor, for its own exclusive anticipated use, as if they were existing uses.

Lessor agrees that antennas, related site equipment and/or frequencies, installed by other lessees after the installation of Lessee's Site Equipment, shall not interfere with the operation of Lessee. In the event any such interference occurs, the Lessor shall have the responsibility to coordinate the termination of the interference within 72 hours. If such interference is not terminated within 72 hours, and Lessee is unable to continue its operation, Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor shall not be responsible for any interruption in Lessee's service associated with the operation and maintenance of the Site Equipment, except as provided in this Lease Agreement.

## 12. MAINTENANCE AND REPAIRS

The Lessee shall have the sole responsibility to keep the Site Equipment, and any other structure, appurtenance or landscaping required to meet the covenants established by this Lease Agreement, in good condition through consistent maintenance and repair. "Good Condition" shall mean that the Site Equipment, and any other structure or appurtenance shall remain in as good condition as when initially constructed and installed, normal wear and tear excepted and casualty loss excepted. All required landscaping shall be maintained in proper repair and kept free of refuse

and debris at all times. Lessee's maintenance shall be exercised consistent with the interference provisions of Paragraph 11 of this Lease Agreement. In the event that Lessee's maintenance involves alteration of the Site Equipment, the alteration shall be exercised consistent with the interference provisions of Paragraph 11 of this Lease Agreement and the alteration provisions of Paragraph 13 of this Lease Agreement.

Lessor, at all times during the term of this Lease Agreement, reserves the right to take any action it deems necessary to maintain, alter or improve the Property and Tower Facility. In the event that Lessor or any other lessee undertakes maintenance of the Property, Tower Facility, or other communication facilities, Lessee shall take reasonable measures to protect the Site Equipment.

### 13. ALTERATIONS

The Lessee shall not make any alteration in the external elevation or architectural design of the Tower Facility or the Property, or injure or remove any of the principal structural supports thereof without the consent in writing of the Lessor. Lessor may require plans and specifications or other information consistent with the interference provisions of Paragraph 11 of this Lease Agreement, for any alteration of the Site Equipment deviating from the plans and specifications included in Exhibit B.

### 14. NEW STRUCTURES

Without prior written approval of Lessor, the Lessee shall not construct or permit to be constructed on the Property any new structures, or make or permit to be made any additions to the Tower Facility, except in accordance with plan and specifications previously approved by the Lessor.

### 15. UTILITIES

Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Leased Premises as shown on the site plan of Exhibit B. Lessee shall, at its expense, separately meter charges for consumption of electricity and other utilities associated with its use of the Leased Premises, and shall timely pay all costs associated therewith.

### 16. UNLAWFUL USE

The Lessee shall not make or suffer any use or occupancy of the Leased Premises contrary to any law or ordinance now or hereafter in force.

### 17. TITLE AND QUIET POSSESSION

Lessor warrants that it is the owner of the Leased Premises; that it has the right to enter into this Lease Agreement; that the person signing this Lease Agreement has the authority to sign; and,

that Lessee is entitled to access to the Leased Premises and to the quiet possession of the Leased Premises consistent with the terms and conditions of this Lease Agreement throughout the Initial Term and each Renewal Term unless Lessee is in default as provided in Section 20 of this Lease Agreement. Lessee agrees to quit and deliver possession of the Leased Premises to Lessor or Lessor's assigns, successors or agents, when this Lease Agreement terminates by termination, expiration, default or forfeiture, and Lessee agrees that the Leased Premises shall be in substantially the same order and in as good condition as received, normal wear and use and damage caused by casualty excepted.

#### 18. INDEMNIFICATION

The Lessee shall indemnify, defend, become responsible for and forever hold harmless the Lessor, and its officers, contractors, and employees from and against all suits, actions, reasonable attorney fees, costs, claims, of any character 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 negligent act, error, or omission, or intentional misconduct of the Lessee or its contractors, or employees on the Property pursuant to this Lease Agreement; provided, however, that Lessee need not indemnify or hold Lessor harmless from claims, demands, losses or expenses arising out of the sole negligence of Lessor, its employees or agents. The indemnity required thereunder shall not be limited by reason of the specifications of any particular insurance coverage in Section 10 of this Lease Agreement.

The Lessee shall indemnify the Lessor against all costs and expenses, including reasonable attorney fees incurred in discharging the Leased Premises from any charge, lien, or encumbrance, or in obtaining possession after default of the Lessee or the termination of this Lease Agreement.

#### 19. HAZARDOUS SUBSTANCES

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Leased Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee shall not introduce or use any such substance on the Leased Premises in violation of any applicable law.

#### 20. DEFAULT

Failure on the part of Lessee to pay rent within 30 days after same shall become due and rent is not paid within 10 days after notice to Lessee of nonpayment of rent, or failure of Lessee to promptly and faithfully keep and perform every covenant, condition and obligation of this Lease, other than payment of rent, on the part of Lessee to be kept and performed for more than twenty (20) days after notice of such default shall have been given to Lessee, shall, at the option of Lessor, cause the forfeiture of this Lease, without, however, releasing Lessee from liability, as hereinafter provided, and if such default shall not be corrected within the applicable period aforesaid, possession of the Leased Premises shall be delivered to Lessor. Thereupon Lessor shall be entitled to and may take immediate possession of the Leased Premises, any other notice or demand being hereby waived. If a default, other than non-payment of rent, is not cured within a 20 day period,

this Lease may not be terminated if the Lessee substantially commences action to cure the default within such 20 day period and proceeds with due diligence to fully cure the default within a mutually agreed upon period of time.

## 21. MORTGAGE

The Lessee may not use the Leased Premises in any manner as collateral security for a mortgage or lien lease of any kind. However, Lessee may, upon notice to Landlord, mortgage or grant a Security interest in this Lease Agreement and the Site Equipment, to any such mortgagees or holders of security interests including their successors or assigns, (hereinafter collectively referred to as "Mortgagees") provided Mortgagees execute an express written assumption of all responsibilities of the Lessee under this Lease, including annual rental fees. In the event Lessee mortgages or grants a security interest in this Lease Agreement and Site Equipment, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgages simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default by Lessee except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice. Failure to faithfully keep this provision shall be considered default pursuant to the Default paragraph above.

## 22. AMENDMENT

Oral agreements in conflict with any of the terms of this Lease Agreement shall be without force and effect. All amendments to this Lease Agreement shall be in writing executed by the parties or their respective successors in interest.

## 23. FRANCHISE REQUIREMENT

Lessor and Lessee agree that this Lease Agreement shall not be considered, construed or deemed in anyway a telecommunication franchise agreement for use of public property within the City of Lee's Summit, Missouri.

## 24. PARTIAL INVALIDITY

If any terms or conditions of this Lease Agreement or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease Agreement in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

## 25. SERVICE OF NOTICE

All notices, demands and communications as provided herein shall be in writing and shall be served by registered or certified United States mail, return receipt requested to the following address or to such other address(es) as Lessor and Lessee may advise each other in writing pursuant to this Paragraph.

LESSOR: City Administrator  
City of Lee's Summit  
220 SW Green Street  
Lee's Summit, MO 64063

LESSEE: T-Mobile Central LLC  
12980 Foster, Suite 200  
Overland Park, KS 66213  
Attn: Lease Administrator

WITH COPIES TO: T-Mobile Central LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administration

## 26. MISCELLANEOUS

(a) This Lease Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the Lessor and Lessee.

(b) This Lease Agreement is governed by the laws of the state of Missouri.

## 27. HOLDING OVER

In the event Lessee continues to occupy the Leased Premises after the last day of the term herein created, or after the last day of any extension of said term, and the Lessor elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period.

## 28. TERMINATION

This Lease Agreement may be terminated by:

- a) the Lessee, after the Initial Term of this Lease, upon giving 90 (ninety) days prior written notice of the intent to terminate to the Lessor. Upon termination, all prepaid rent shall be retained by Lessor.
- b) the Lessor, after the Initial Term of this Lease, upon giving 90 (ninety) days prior written notice of the intent to terminate to the Lessee, unless termination is a result of subsections (c) through (f) of this section. Upon termination, all prepaid rent shall be prorated to the end of the month that all Site Equipment is removed from the Leased Premises and returned to Lessee within 30 days of the removal.
- c) the Lessor, if Lessor determines that use of the Leased Premises by Lessee is a

- threat to health, safety or welfare or violates applicable laws or ordinances
- d) the Lessor, in accordance with the Default provisions of this Lease Agreement.
  - e) the Lessee, in accordance with the Casualty provisions of this Lease Agreement.
  - f) the Lessor or Lessee, in accordance with the Interference provisions of this Lease Agreement.

#### 29. CASUALTY

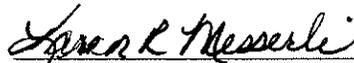
Lessor will provide notice to Lessee of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Tower Facility or Property is damaged by fire or other casualty so as to render the Leased Premises unsuitable, in Lessee's reasonable determination, the Lessee may terminate this Lease Agreement by providing written notice to Lessor, which termination shall be effective as of the date of receipt of such notice by the Lessor. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof. All prepaid rent shall be prorated to the end of the month that all Site Equipment is removed from the Leased Premises and returned to Lessee within 30 days of the removal.

#### 30. ENTIRE AGREEMENT

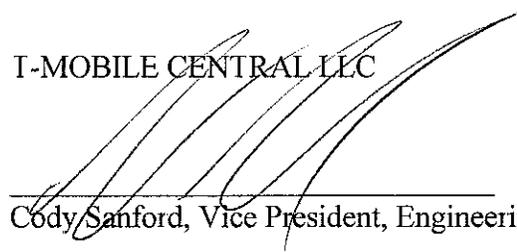
This Lease Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties regarding the subject matter hereof.

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

CITY OF LEE'S SUMMIT, MISSOURI

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

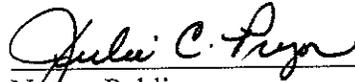
I-MOBILE CENTRAL LLC

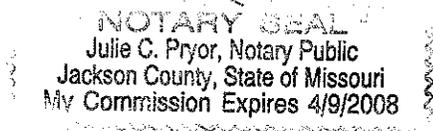
  
\_\_\_\_\_  
Cody Sanford, Vice President, Engineering and Operations

STATE OF MISSOURI       )  
  ) ss  
COUNTY OF JACKSON     )

On this 24<sup>th</sup> day of April, 2007, before me, a Notary Public in and for the State of Missouri, personally appeared Karen R. Messerli, known to me to be Mayor of the City of Lee's Summit, the municipality that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipality for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipality.

WITNESS my hand and the official seal affixed the day and year first written above.

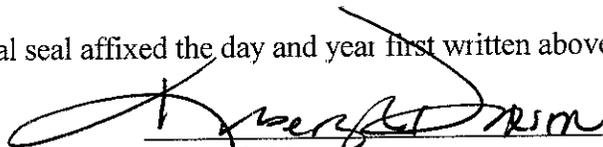
  
\_\_\_\_\_  
Notary Public

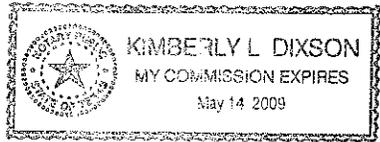


STATE OF TEXAS       )  
  ) ss  
COUNTY OF COLLIN     )

On this 9 day of January, 2007, before me, a Notary Public in and for the State of Texas, personally appeared Cody Sanford, known to me to be Vice President, Engineering and Operations of T-Mobile Central LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited liability company

WITNESS my hand and the official seal affixed the day and year first written above

  
\_\_\_\_\_  
Notary Public



REAL PROPERTY AND TOWER SITE LEASE  
BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL LLC

EXHIBITS

Exhibit A - Legal Description - Property

Exhibit B - Equipment Structure Site Plan, Plans and Specifications

## Exhibit A

### Legal Description – Property

All that part of the southwest quarter of Section 10, Township 47 North, Range 31 West in the City of Lee's Summit, Jackson County, Missouri, described as follows:

Beginning at the intersection of the south line of said quarter section with the east right-of-way line of Missouri State Highway Route "RA" (also known as Ranson Road) said point being south 87 degrees 46 minutes 58 seconds east a distance of 43.54 feet from the southwest corner of said quarter section; thence north 1 degree 16 minutes 27 seconds east along the east right-of-way line of said highway a distance of 260.18 feet; thence north 2 degrees 16 minutes 27 seconds east along the east right-of-way line of said highway a distance of 206.79 feet; thence south 87 degrees 46 minutes 58 seconds east a distance of 466.00 feet; thence south 1 degree 43 minutes 01 second west a distance of 466.95 feet to the south line of said quarter section; thence north 87 degrees 46 minutes 58 seconds west along the south line of said quarter section a distance of 466.00 feet to the point of beginning, containing 218,062 square feet or 5.006 acres more or less.

Exhibit B



FINAL ENGINEERING APPROVALS

SSC	INITIALS	DATE
RF		
T-MOBILE		
OPERATIONS		
REAL ESTATE		

PROJECT INFORMATION

CELL SITE NUMBER: A5C 0226  
 PROPERTY OWNER: CITY OF LEE'S SUMMIT  
 207 SW MARKET STREET  
 LEE'S SUMMIT, MISSOURI 64063  
 CONTACT: AMY WENSON  
 PHONE: (816) 968-7300

TOWER INFORMATION:  
 38° 53' 44.16" N (NAD 83)  
 94° 20' 21.12" W (NAD 83)  
 LONGITUDE:  
 1045' AMSL  
 GROUND ELEV:  
 170 ± AGL  
 ANTENNA CENTERLINE:  
 120' AGL

SYMBOLS



SECTION NUMBER  
 DRAWING NUMBER ON WHICH SECTION IS REFERENCED  
 ( ) INDICATES REFERENCED FROM SAME DRAWING

DETAIL NUMBER  
 DRAWING NUMBER ON WHICH SECTION IS REFERENCED  
 ( ) INDICATES REFERENCED FROM SAME DRAWING

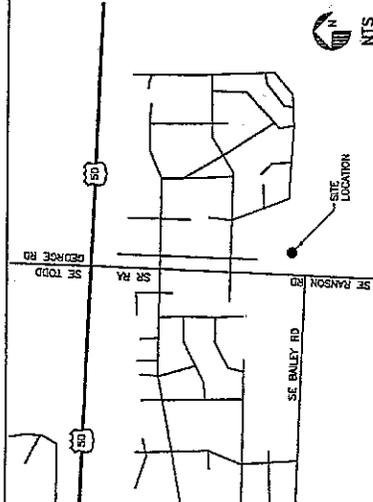
DRAWING INDEX

DWG NUMBER	TITLE	REVISION	RESPONSIBLE ENGINEER
A5C0226 - T01	PROJECT INFORMATION & GENERAL NOTES	Δ	HAY/SBK
A5C0226 - A01	OVERALL SITE PLAN	Δ	HAN
A5C0226 - A02	ENLARGED SITE PLAN	Δ	HAN
A5C0226 - A03	FOUNDATION PLAN & DETAILS	Δ	HAN
A5C0226 - A04	FOUNDATION PLAN & DETAILS	Δ	HAN
A5C0226 - A05	ANTENNA & COAX MOUNTING DETAILS	Δ	HAN
A5C0226 - A06	PC BRACK DETAILS AND COAX DETAILS	Δ	HAN
A5C0226 - A07	PC BRACK DETAILS AND COAX DETAILS	Δ	HAN
A5C0226 - A08	ANTENNA AND COAX DETAILS	Δ	HAN
A5C0226 - E01	ELECTRICAL PLAN & DETAILS	Δ	SKK
A5C0226 - E02	ELECTRICAL - GENERAL	Δ	SKK
A5C0226 - E03	PPC RACK RIBER DIAGRAM	Δ	SKK
A5C0226 - E04	GROUNDING RISER DIAGRAM	Δ	SKK
A5C0226 - E05	GROUNDING DETAILS	Δ	SKK
A5C0226 - SP1	SPECIFICATIONS (1 of 7)	Δ	HAN
A5C0226 - SP2	SPECIFICATIONS (2 of 7)	Δ	HAN
A5C0226 - SP3	SPECIFICATIONS (3 of 7)	Δ	HAN
A5C0226 - SP4	SPECIFICATIONS (4 of 7)	Δ	HAN
A5C0226 - SP5	SPECIFICATIONS (5 of 7)	Δ	HAN
A5C0226 - SP6	SPECIFICATIONS (6 of 7)	Δ	HAN
A5C0226 - SP7	SPECIFICATIONS (7 of 7)	Δ	HAN

GENERAL NOTES

- THE CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK USING HIS BEST SKILL AND JUDGMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SEQUENCES FOR CONSTRUCTION OF THE WORK UNDER THE CONTRACT.
- THE CONTRACTOR SHALL VISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND EXISTING CONDITIONS INCLUDING, BUT NOT LIMITED TO ELECTRICAL SERVICE AND OVERALL COORDINATION.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCIES, CONFLICTS OR QUESTIONS, ETC. SHALL BE REPORTED TO SSC, INC. BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING CONSTRUCTION, STRUCTURE, OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF SSC, INC. AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL SAFEGUARD THE OWNER'S PROPERTY DURING CONSTRUCTION AND SHALL REPLACE ANY DAMAGED PROPERTY OF THE OWNER TO ORIGINAL CONDITION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES AND TO PROTECT THEM THROUGHOUT THE PROJECT. ANY DAMAGE TO EXISTING UTILITIES SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF SSC, INC. AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETE.
- ALL CONSTRUCTION WORK SHALL CONFORM TO THE U.B.C., I.B.C., OR B.O.D.A. AND ALL APPLICABLE LOCAL REGULATIONS, ORDINANCES, STATUTES & CODES.
- T-MOBILE SHALL OBTAIN THE CONTRACTOR'S PRIVATE THE CONTRACTOR SHALL OBTAIN AND PAY FOR ADDITIONAL PERMITS, LICENSES AND INSURANCES NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO THE OWNER.
- CITY APPROVED PLANS SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKMEN. ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND NOTICES TO THE CONTRACTOR. THE PERMITS AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF JOB SUPERINTENDENT.
- THE CONTRACTOR SHALL PROVIDE A PORTABLE PILE EXHAUSTER WITH A BATING OF NOT LESS THAN 2" x 4" OR 2" x 6" x 8" WITHIN 75 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILD OUT AREA DURING CONSTRUCTION.
- ANY CONNECTION FEES FOR ELECTRICAL SERVICE SHALL BE PAID BY THE CONTRACTOR.

AREA MAP



ABBREVIATIONS

ACR	ABOVE GRADE LINE	AC	ARCHITECT	ARCH	ARCHITECT	BLDC	BATTERY BACKUP UNIT	BUS	BASE TRANSFORMER STATION	CL	CENTER LINE	CONSTR	CONSTRUCTION	CONTR	CONTRACTOR	DET	DETAIL	DIA	DIAMETER	DIM	DIMENSION	DN	DOWN	ENG	ENGINEERING	ELEV	ELEVATION	EQ	EQUIPMENT	EQ	EQUIPMENT	EXIST	EXISTING	FIN	FINISH	FOUN	FOUNDATION	FTG	FOUNDING	GA	GAUGE	GALV	GALVANIZED	GRND	GROUND
HT	HEIGHT	FEET	MINIMUM	MISC	MISCELLANEOUS	NOT IN CONTRACT	ON CENTER	PL	PLATE	PROT	PROTECTION	REQ'D	REQUIRED	SQ	SQUARE FEET	SHT	SHEET	SMILAR	SEMI-CIRCULAR	SSC, INC.	STANDARD	STEEL	STRUC	STRUCTURAL	TOP OF CURB	TOP OF CONCRETE	TOP OF FOUNDING	TYP	TYPICAL																

EQUIPMENT

DESCRIPTION	FURNISHED	INSTALLED
ANTENNAS	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
ULTRASTATE/PURCELL	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
COAX	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
PPC	CONTRACTOR	CONTRACTOR
PC	CONTRACTOR	CONTRACTOR
HARNESS	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
CONNECTORS	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
LDF4 ANTENNA JUMPER	CONTRACTOR	CONTRACTOR

EQUIPMENT FURNISHED BY:

DESCRIPTION	FURNISHED	INSTALLED
ANTENNAS	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
ULTRASTATE/PURCELL	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
COAX	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
PPC	CONTRACTOR	CONTRACTOR
PC	CONTRACTOR	CONTRACTOR
HARNESS	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
CONNECTORS	T-MOBILE CONTRACTOR	T-MOBILE CONTRACTOR
LDF4 ANTENNA JUMPER	CONTRACTOR	CONTRACTOR

REV	DATE	DESCRIPTION
A	05/14/08	ISSUED FOR REVIEW
D	05/25/08	ISSUED FOR CONSTRUCTION
1	05/14/08	GENERATOR CHANGE

**T-Mobile USA, INC.**

SELECTIVE SITE CONSULTANTS, INC.  
 800 W. 110th Street, Suite 300  
 Central Park, Kansas 66201  
 Phone: 913-483-1771  
 Fax: 913-483-1771

APPROVED BY	DATE
JAE HILL	
H.A. NOVEN	
H.A. NOVEN	
LEO BASKY/SZEMAL	
HAN/SBK	

HWY 50 AND 291  
 CELL SITE A5C 0226  
 PROJECT INFORMATION & GENERAL NOTES  
 1251 SE RANSON RD  
 LEE'S SUMMIT, MISSOURI 64081  
 DRAWING NUMBER: A5C0226 - T01



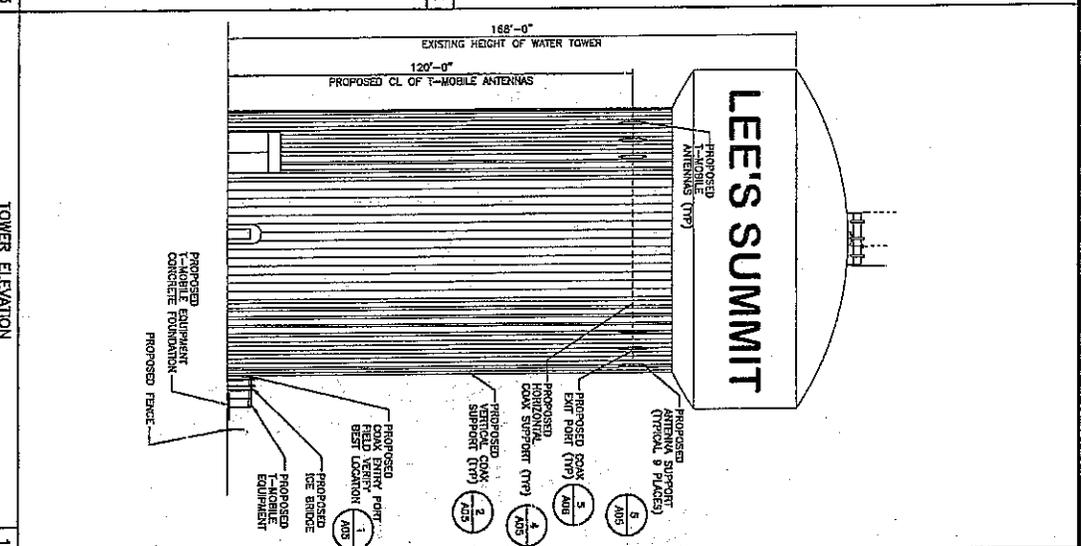
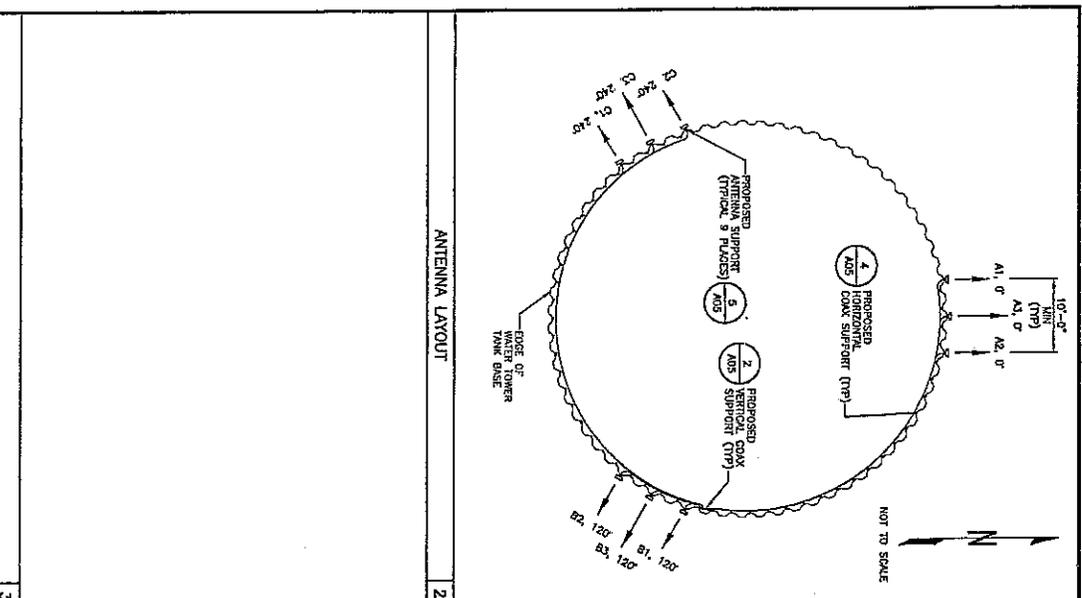


REV	DATE	REVISION DESCRIPTION	ISSUED BY
0	09/14/08	ISSUED FOR REVIEW	JHM
1	09/29/08	ISSUED FOR CONSTRUCTION	JHM
2	09/14/08	GENERATOR CHANGE	JHM

NOTES: THIS DRAWING HAS NOT BEEN REVISIONED SINCE IT WAS LAST REVISED. ANY CHANGES TO THIS DRAWING MUST BE MADE TO THE ORIGINAL DRAWING. THE REVISIONS TO THIS DRAWING ARE LISTED IN THE REVISIONS TABLE. THE REVISIONS TO THIS DRAWING ARE LISTED IN THE REVISIONS TABLE. THE REVISIONS TO THIS DRAWING ARE LISTED IN THE REVISIONS TABLE.



**SELECTIVE SITE CONSULTANTS, INC.**  
 8901 W. 116th Street, Suite 300  
 Overland Park, Kansas 66210  
 Phone: 913-483-7700  
 Fax: 913-483-7777



ANTENNA NUMBER	COAX COLOR CODE	BEAM WIDTH	ANTENNA HEIGHT	MODEL NUMBER	ELECTRICAL DOWNLINE	MICROWAVE CENTER OF ANTENNA FROM GROUND LEVEL	COAXIAL FEEDER LENGTH
A-1	RED 1 STRIPE	65°	ENS	0	2	120'-0"	7/8" 200'
A-2	RED 2 STRIPE	65°	ENS	0	2	120'-0"	1 5/8" 200'
A-3	RED 3 STRIPE	65°	ENS	0	2	120'-0"	7/8" 200'
A-4	RED 4 STRIPE	65°	ENS	0	2	120'-0"	1 5/8" 200'
A-5	RED 5 STRIPE	65°	ENS	0	2	120'-0"	7/8" 200'
B-1	RED 6 STRIPE	65°	ENS	0	2	120'-0"	1 5/8" 160'
B-2	YELLOW 1 STRIPE	65°	ENS	0	2	120'-0"	7/8" 150'
B-3	YELLOW 2 STRIPE	65°	ENS	0	2	120'-0"	1 5/8" 150'
B-4	YELLOW 3 STRIPE	65°	ENS	0	2	120'-0"	7/8" 150'
B-5	YELLOW 4 STRIPE	65°	ENS	0	2	120'-0"	1 5/8" 150'
B-6	YELLOW 5 STRIPE	65°	ENS	0	2	120'-0"	7/8" 150'
C-1	BLUE 1 STRIPE	65°	ENS	0	2	120'-0"	1 5/8" 230'
C-2	BLUE 2 STRIPE	65°	ENS	0	2	120'-0"	7/8" 230'
C-3	BLUE 3 STRIPE	65°	ENS	0	2	120'-0"	1 5/8" 230'
C-4	BLUE 4 STRIPE	65°	ENS	0	2	120'-0"	7/8" 230'
C-5	BLUE 5 STRIPE	65°	ENS	0	2	120'-0"	1 5/8" 230'
C-6	BLUE 6 STRIPE	65°	ENS	0	2	120'-0"	7/8" 230'

LOCATIONS OF ANTENNAS AS SHOWN HAVE BEEN APPROVED BY CLIENT AND/OR CLIENT'S RADIO FREQUENCY ENGINEERS. SSC ASSUMES NO RESPONSIBILITY FOR, NOR HAS SSC PERFORMED ANY INVESTIGATIONS OR STUDIES CONCERNING THE COMPLIANCE OR NONCOMPLIANCE OF SAID ANTENNA LOCATIONS WITH ANY FCC RADIO FREQUENCY EXPOSURE REGULATIONS.

- NOTES:
- COAXIAL FEEDER LENGTHS INDICATED ABOVE ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LENGTH BEFORE ORDERING.
  - COLOR CODING: USE 1 STRIPE PER WAVE LENGTH AND 2 STRIPES PER WAVELENGTH. LINE SUBSEQUENT EXPANSION COAX RUNS SHOULD BE IDENTIFIED BY STRIPES, 4 STRIPES, ETC.
  - LINE 1 & 2 TO HAVE UNKs MOUNTED ON PIPE BELOW ANTENNAS.
  - ENS ANTENNAS: TEMPORARILY UNUSED ANTENNA POINTS WITH CONECTOR CAP & WEATHERPROOF HOODING. JUMPER FROM LINE'S MUST REMAIN TO BE OPENED FOR CONNECTIONS IN EVENT OF SERVICE.
  - CONTRACTOR MUST FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS ANTENNAS.

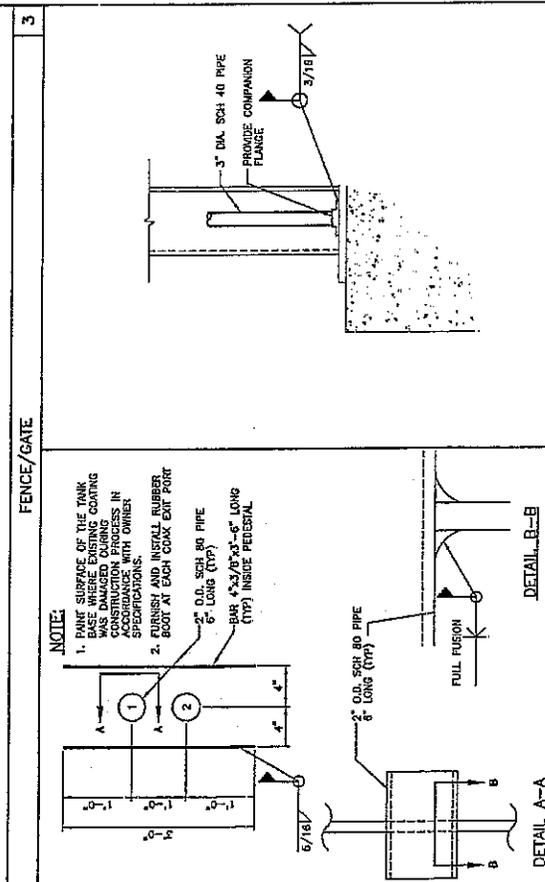
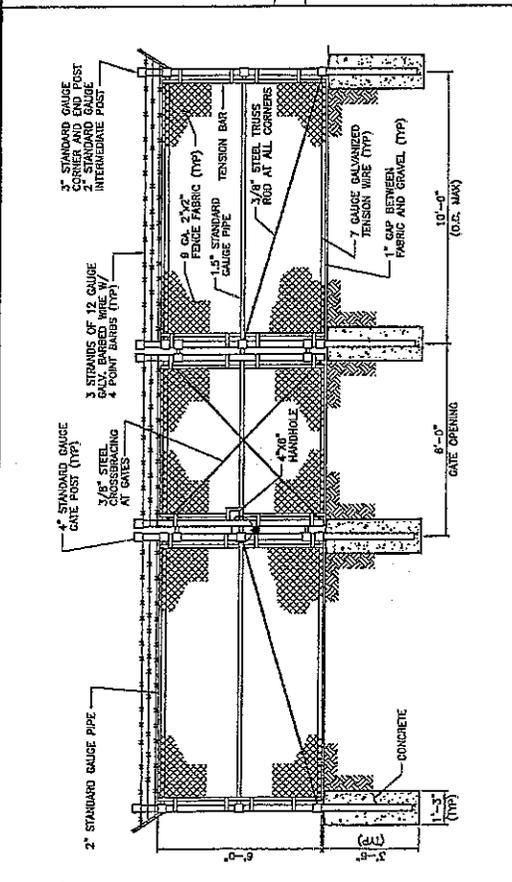
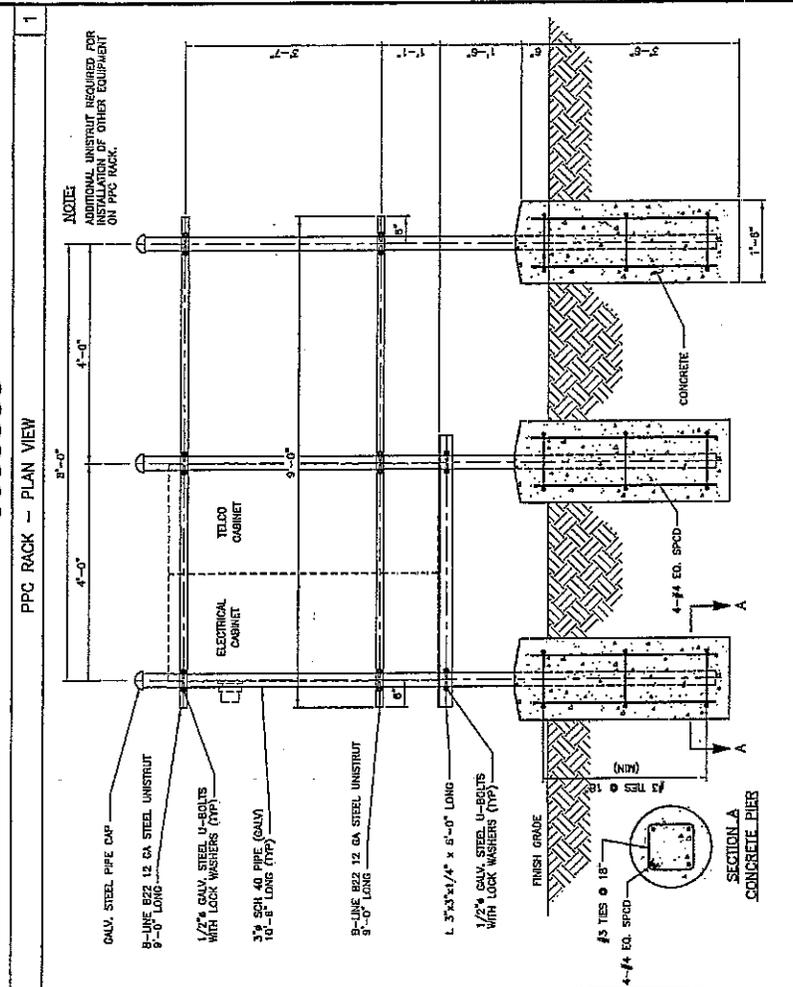
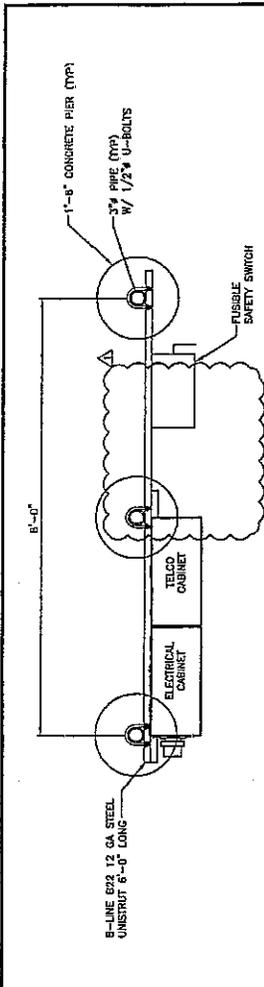
REMARKS: BEAM WIDTH = 65°  
 FEEDER LENGTH = 1'-1/4"  
 FSL = 50A (1/2" SUPER FLEX) = 10°  
 LRF = 50A (1-9/8 HARD LINE) = 20°

ANTENNA NUMBER	ANTENNA DIRECTION	MINIMUM RF REQUIREMENTS	MINIMUM ANTENNA SEPARATION
A-1, A-2	0°	120'-0"	10'
B-1, B-2	120°	120'-0"	10'
C-1, C-2	240°	120'-0"	10'

HWY 50 AND 291  
 CELL SITE ASG 0226  
 TOWER ELEVATION & ANTENNA DETAILS  
 1251 SE RANSON RD  
 LEE'S SUMMIT, MISSOURI 64081  
 ASC0226 - A03







REV	DATE	REVISION DESCRIPTION
A	08/14/06	ISSUED FOR REVIEW
B	09/29/06	ISSUED FOR CONSTRUCTION
1	09/14/06	GENERATOR CHANGE

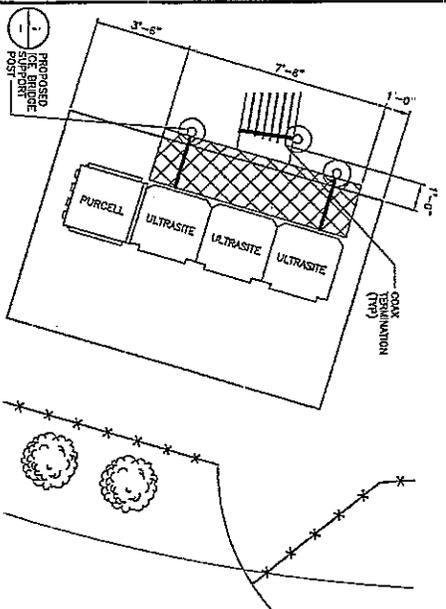
COAX EXIT DETAILS		5 FENCE POST BASE DETAIL @ WATER TOWER BASE		PPC RACK - ELEVATION	
DESIGNED BY	J.R. HILL	PLANS PROVIDED UNDER THE SUPERVISION OF:		DESIGNED BY	J.R. HILL
CHECKED BY	H.A. MOYAN			CHECKED BY	H.A. MOYAN
SUPERVISOR	H.A. MOYAN			SUPERVISOR	H.A. MOYAN
LEAD SHOP/PROJECT MANAGER	HAY/SOK			LEAD SHOP/PROJECT MANAGER	HAY/SOK

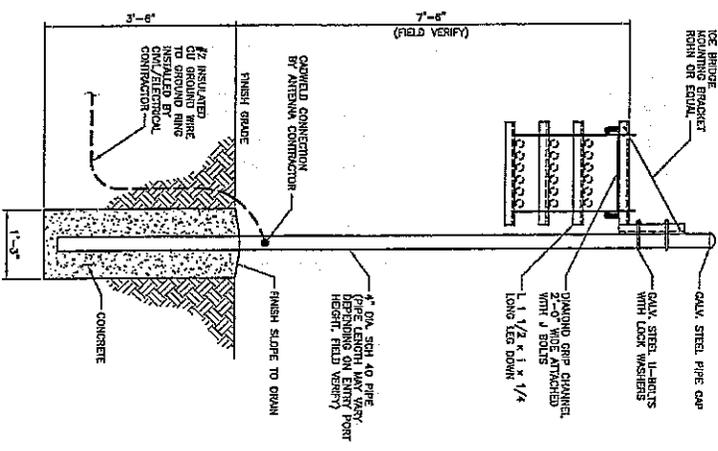
HWY 50 AND 281 CELL SITE ASC 0226 PPC RACK, FENCE AND COAX DETAILS	1251 SE RANSON RD LEE'S SUMMIT, MISSOURI 64081	ASCO226 - A06
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SELECTIVE SITE CONSULTANTS, INC. 1000 Lakeside, Reynolds and Charbonnet, Kansas City, Missouri 64108 8600 W. 110th Street, Suite 300 Overland Park, Kansas 66210 Phone: 913-438-7700 Fax: 913-438-7777
---



ICE BRIDGE AND EQUIPMENT LAYOUT



FURNISHED AND INSTALLED BY ANTENNA CONTRACTOR  
ICE BRIDGE SUPPORT POST (CONCRETE PIER)

NO.	DATE	REVISION DESCRIPTION	BY	CHECKED BY	APPROVED BY
A	08/14/06	ISSUED FOR REVIEW	JRH	JRH	JRH
0	08/29/06	ISSUED FOR CONSTRUCTION	JRH	JRH	JRH
1	09/14/06	GENERATION CHANGE	JRH	JRH	JRH

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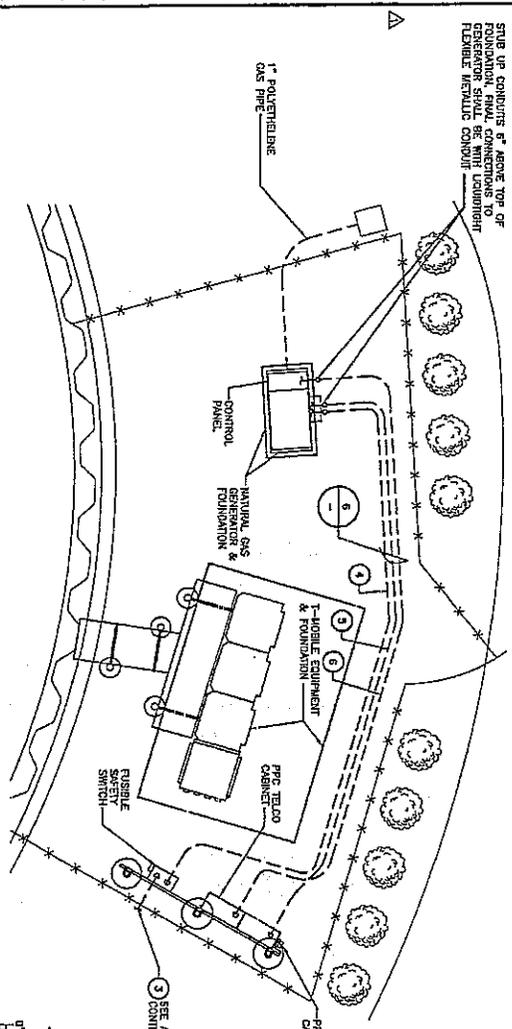
  

<p>DESIGNED BY: J.R. HILL</p> <p>CHECKED BY: H.A. NORD</p> <p>DATE: 08/14/06</p>	<p>PROJECT: HWY 50 AND 291 CELL SITE #5C 0226 ICE BRIDGE DETAILS</p>
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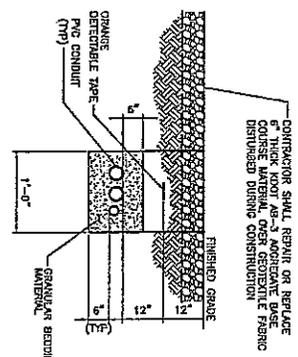
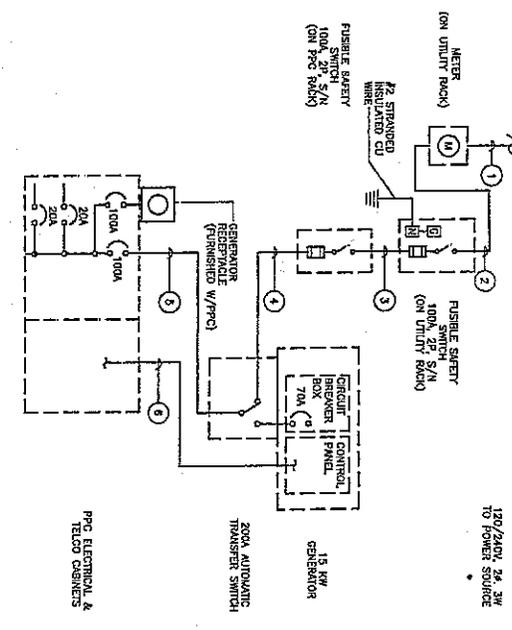
<p>1251 SE RAMSON RD LEES SUMMIT, MISSOURI 64081</p>	<p>ASC0226 - A07</p>
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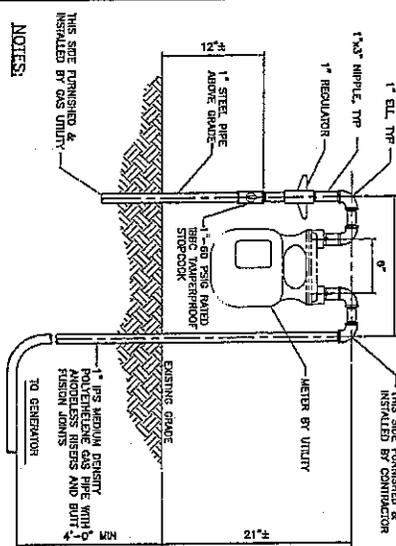
ELECTRICAL PLAN

CONNECTION DIAGRAM



- NOTES:
1. MAINTENANCE AND POWER CONDUITS MAY BE RUN IN SEPARATE TRENCHES.
  2. SEE SITE PLAN FOR EXACT QUANTITY AND SIZE OF CONDUITS.

TRENCH DETAIL



- NOTES:
1. METER IS TO FACE STREET OR ESSENTIAL.
  2. PROVIDE SHUT-OFF VALVE AND REGULATOR AND INSTALL AT GAS INLET ON GENERATOR.

GAS METER DETAIL

NO.	FROM	TO	DISTRIBUTION	FUNCTION
1	SOURCE	METER	3/2, 2"Ø	NORMAL POWER FEEDER TO METERS
2	METER	FUSIBLE SAFETY SWITCH	3/2, 1/8Ø, 2"Ø	NORMAL POWER FEEDER TO FUSIBLE SAFETY SWITCH ON UTILITY BACK
3	FUSIBLE SAFETY SWITCH	FUSIBLE SAFETY SWITCH	3/2, 1/8Ø, 2"Ø	NORMAL POWER FEEDER TO FUSIBLE SAFETY SWITCH ON PFC BACK
4	FUSIBLE SAFETY SWITCH	AUTOMATIC TRANSFER SWITCH	3/2, 1/8Ø, 2"Ø	NORMAL POWER FEEDER TO AUTOMATIC TRANSFER SWITCH
5	AUTOMATIC TRANSFER SWITCH	PFC TELCO CABINET	3/2, 1/8Ø, 2"Ø	POWER FEEDER FROM AUTOMATIC TRANSFER SWITCH
6	GENERATOR	PFC TELCO CABINET	3/2, 1/8Ø, 2"Ø	GENERATOR FEEDER TO PFC TELCO CABINET
7	GENERATOR	CONTROL PANEL	3/2, 1/8Ø, 2"Ø	GENERATOR FEEDER TO CONTROL PANEL

- CIRCUIT SCHEDULE
1. ALL ELECTRICAL WORK SHALL CONFORM TO REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE FOR A RANKING STANDARD.
  2. GENERATOR AND AUTOMATIC TRANSFER SWITCH SHALL BE FINISHED BY CONTRACTOR. ALL OTHER WORK AS REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM, ALL OTHER MATERIAL & EQUIPMENT SHALL BE PROVIDED BY CONTRACTOR.
  3. GENERATOR AND AUTOMATIC TRANSFER SWITCH INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS.
  4. ALL ABOVEGROUND CONDUIT SHALL BE ROAD GALVANIZED STEEL (RGS).
  5. ALL UNDERGROUND CONDUIT SHALL BE S3H 40 PFC EXCEPT THAT ELBOWS AND RISERS SHALL BE RGS. ALL UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS.

GENERAL NOTES

NO.	DATE	DESCRIPTION	BY	CHKD.
1	09/14/06	ISSUED FOR REVIEW	JMH	JMH
2	09/23/06	ISSUED FOR CONSTRUCTION	JMH	JMH
3	09/14/06	GENERATOR CHANGE	JMH	JMH

1251 SE RANSON RD  
LEE'S SUMMIT, MISSOURI 64081

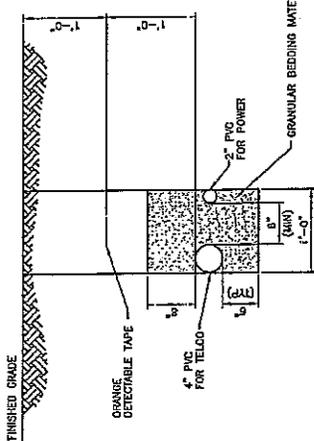
**F-Mobile**  
USA, INC.

**STERLING SITE CONSULTING, INC.**  
6830 W. 110th Street, Suite 200  
Overland Park, MO 66209  
Phone: 913-438-7700  
Fax: 913-438-7777

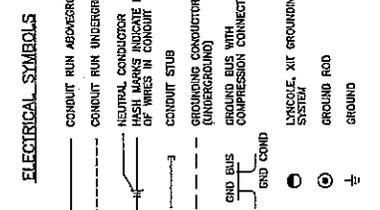
HW/SOK

1251 SE RANSON RD  
LEE'S SUMMIT, MISSOURI 64081

AS020226 - E01



NOTE: COMMUNICATION AND POWER CONDUITS MAY BE RUN IN SEPARATE TRENCHES. CONDUITS SHALL MAINTAIN 8 INCHES MINIMUM SEPARATION.



TYPICAL CONDUIT TRENCH

ELECTRICAL SYMBOLS

1. THE ELECTRICAL CONTRACTOR SHALL FIELD VERIFY THE POWER CONNECTION POINT WITH THE UTILITY COMPANY PRIOR TO COMMENCING WORK.
2. THE ELECTRICAL CONTRACTOR SHALL NOTIFY T-MOBILE'S CONSTRUCTION MANAGER AFTER CALLING FOR ELECTRICAL INSPECTION OF BELOW-GRADE CONDUITS AND OTHER ELECTRICAL WORK PRIOR TO COMMENCEMENT.
3. THE ELECTRICAL CONTRACTOR SHALL NOTIFY THE SITE CONSTRUCTION MANAGER AFTER THE ELECTRICAL INSPECTION HAS BEEN PERFORMED AND ACCEPTED (GREEN TAGGED), #12 ON SHEET T01 OF THE CONSTRUCTION DOCUMENTS.
4. THE ELECTRICAL CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY REQUESTING ENERGIZING OF THE SITE AND SHALL NOTIFY THE SITE CONSTRUCTION MANAGER WHEN THIS TASK HAS BEEN COMPLETED.
5. THE ELECTRICAL CONTRACTOR SHALL CONVEY THE POLE NUMBER, TRANSFORMER NUMBER, AND THE METER NUMBER TO THE SITE CONSTRUCTION MANAGER.

ELECTRICAL NOTES

NO	DATE	REVISION DESCRIPTION	ISSUED BY
A	08/14/06	ISSUED FOR REVIEW	JRH
D	08/28/06	ISSUED FOR CONSTRUCTION	JRH
I	08/14/06	GENERATOR CHANGE	JRH

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SELECTIVE SITE CONSULTANTS, INC.  
 8500 W. 110th Street, Suite 500  
 Overland Park, KS 66207  
 Phone: 913-486-7700  
 Fax: 913-486-7777

BY THE CONTRACTOR  
 DATE: \_\_\_\_\_  
 NAME: \_\_\_\_\_

DESIGNED BY  
 J.H. HULL

CHECKED BY  
 H.A. MOYER

SUBMITTED  
 H.A. MOYER

DATE SUBMITTED  
 08/14/06

HWY 50 AND 291  
 CELL SITE ASC 0226  
 ELECTRICAL - GENERAL

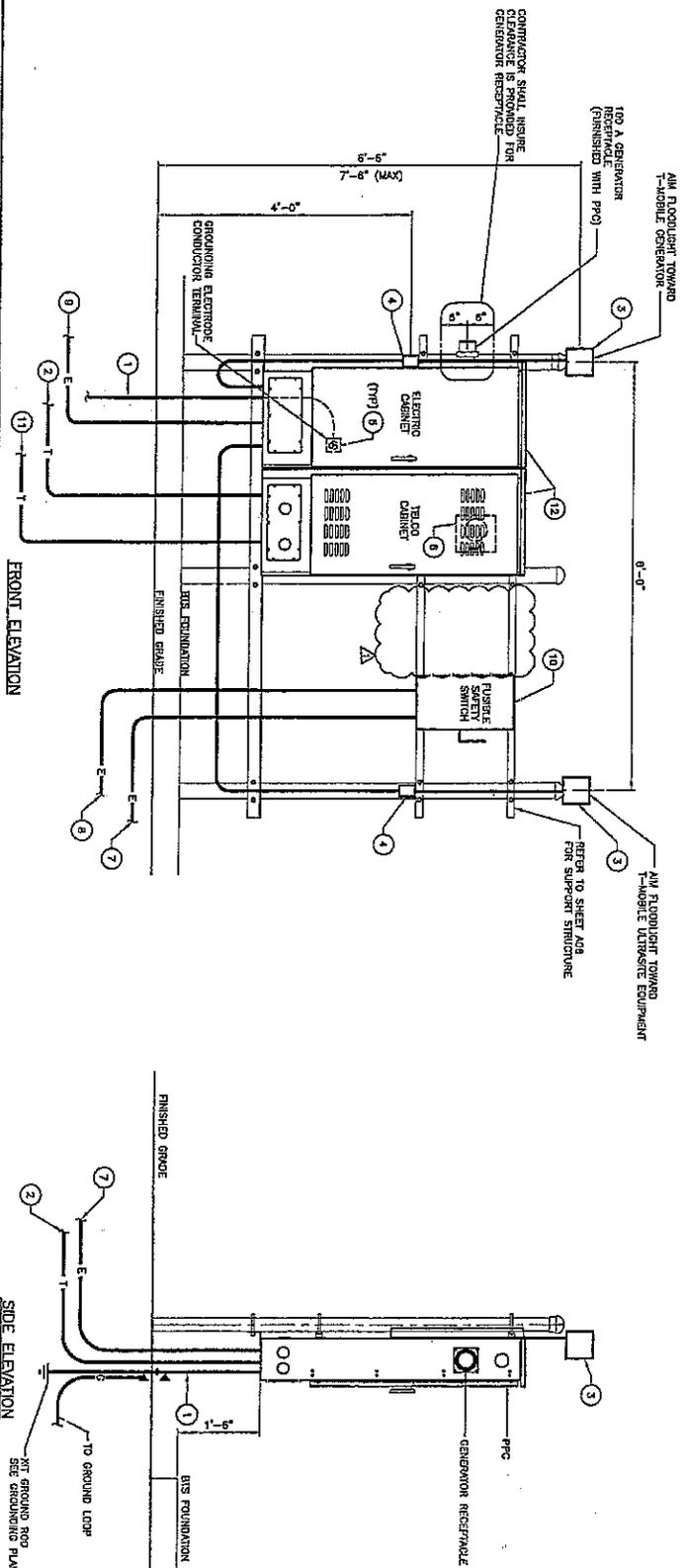
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 LEE'S SUMMIT, MISSOURI 64081

DRAWING NUMBER  
 ASC0226 -- E02

REV  
 1

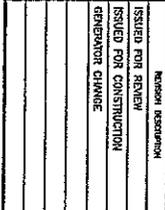
KEY NOTES

- 1 INSULATED GROUNDING ELECTRODE CONDUCTOR FROM ELECTRICAL CABINET GROUNDING ELECTRODE CONDUCTOR TERMINAL TO XIT GROUND ROD.
- 2 4" EMPTY CONDUIT WITH PUL WIRE FOR TELEPHONE SERVICE TO GIVE HEAD TO PLUM FOR TERMINATION POINT. USE LONG SNEED ELBOW. FINISH AS DIRECTED BY URSI.
- 3 180 WATT, 120V QUANTUM FLOODLIGHT, GEN LIGHTING NO. 09-100, EXTEND 24 1/2" & 1 1/2" CONDUIT. CONNECT TO SINGLE POLE, 20A CIRCUIT BREAKER IN LOAD CENTER LOCATED IN ELECTRICAL CABINET.
- 4 20A, 120V SINGLE POLE LIGHT SWITCH, HUBBELL, NO. 1221 WITH WEATHERPROOF COVER.
- 5 APPLY CORROSION-RESISTANT FINISH TO MECHANICAL CONNECTIONS. USE COPPER BASED "N-ON" OR APPROVED EQUAL.
- 6 COOLING FAN ASSEMBLY, FIELD WIRE TO CIRCUIT BREAKER CBJ3 IN LOAD CENTER LOCATED IN ELECTRICAL CABINET.
- 7 2" C FROM FUSIBLE SAFETY SWITCH ON UTILITY RACK TO FUSIBLE SAFETY SWITCH ON PFC RACK. SEE DETAILS 1 & 2 ON SHEET E01.
- 8 2" C FROM FUSIBLE SAFETY SWITCH ON PFC RACK TO AUTOMATIC TRANSFER SWITCH. SEE DETAILS 1 & 2 ON SHEET E01.
- 9 2" C FROM AUTOMATIC TRANSFER SWITCH TO PFC ELECTRICAL CABINET. SEE DETAILS 1 & 2 ON SHEET E01.
- 10 FUSIBLE SAFETY SWITCH. SEE DETAILS 1 & 2 ON SHEET E01.
- 11 3/4" C FROM GENERATOR CONTROL PANEL TO PFC TELCO CABINET. SEE DETAILS 1 & 2 ON SHEET E01.
- 12 PFC ELECTRICAL & TELCO CABINETS TO BE HANGING & INSTALLED BY CONTRACTOR. MANUFACTURER: TROUBLESHOOTING ENGINEERING, INC. (E01) 722-0119. PART # LS11-M10. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR WORK INCORPORATION. SWANEE WOULD EXT. 187. DRAWN GROUND, EXT. 128.



UTILITY RISER DIAGRAM

REV	DATE	REVISION DESCRIPTION	BY	CHKD	NOTED
A	08/14/08	ISSUED FOR REVIEW	JHT	JHT	NOTED: THIS DRAWING HAS BEEN REVISIONED AND IS THE FINAL DRAWING FOR CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
0	09/20/08	ISSUED FOR CONSTRUCTION	JHT	JHT	NOTED: THIS DRAWING HAS BEEN REVISIONED AND IS THE FINAL DRAWING FOR CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
1	09/14/08	GENERATOR CHANGE	JHT	JHT	NOTED: THIS DRAWING HAS BEEN REVISIONED AND IS THE FINAL DRAWING FOR CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



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DATE: 09/20/08  
 DRAWN BY: JHT  
 CHECKED BY: JHT  
 APPROVED BY: JHT

PROJECT: HMY 80 AND 291  
 CELL SITE A5C D226  
 PFC RACK RISER DIAGRAM

1251 SE RANSON, RD  
 LEE'S SUMMIT, MISSOURI 64081

ASC0226 - E03

NOV 1

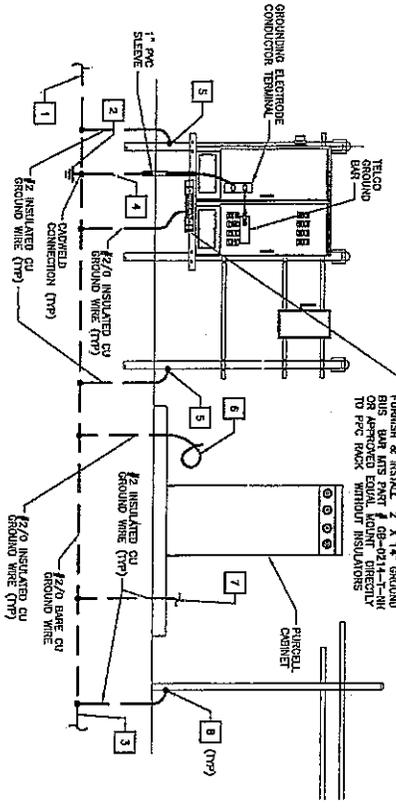


- 1 FINISH AND INSTALL #2/O BARE CU GROUND WIRE (SEE DWG 001 FOR GENERAL ROUTING).
- 2 FINISH AND INSTALL XIT GROUND SYSTEM MODEL KC-100S. (SEE SPECIFICATIONS).
- 3 IF EXISTING GROUND RING CONDUCTOR IS ENCOUNTERED, BOND TO EXISTING GROUND CONDUCTOR WITH #2/O BARE CU GROUND WIRE. (SEE DWG 001 FOR GENERAL ROUTING).
- 4 FINISH AND INSTALL #2 INSULATED CU GROUND WIRE FROM PFC GROUNDING ELECTRODE TERMINAL TO XIT GROUND. (SEE DWG 001 FOR GENERAL ROUTING).
- 5 BOND PFC SUPPORT POSTS TO GROUND LOOP WITH #2 INSULATED CU GROUND WIRE AND CORDED CONNECTION.
- 6 FINISH AND INSTALL #2/O INSULATED GROUND PIGTAIL, CORDED FROM GROUND LOOP AND COIL 10 FEET FOR FUTURE CONNECTION BY 1-MOBILE TO THE PIGTAIL CABINET GROUND BAR.
- 7 BOND GENERATOR FRAME TO GROUND LOOP WITH #2 INSULATED CU GROUND WIRE AND CORDED CONNECTION.

CIVIL / ELECTRICAL CONTRACTOR

- 8 BOND ICE BRIDGE SUPPORT POSTS TO GROUND LOOP WITH #2 INSULATED CU GROUND WIRE AND CORDED CONNECTION.
- 9 FINISH AND INSTALL TOWER GROUND BARS, BOND TO TOWER WITH #2/O INSULATED CU GROUND WIRE & CORDED CONNECTIONS MOUNT LOWER TOWER GROUND BAR ON EXTERIOR WALL BELOW COAK POINT, MOUNT UPPER BAR ON INSIDE OF TOWER AT TOP OF VERTICAL COAK RUN.
- 10 BOND ANTENNA HEADFRAME TO TOWER WITH #2/O INSULATED CU GROUND WIRE AND MECHANICAL CONNECTIONS, MAKE CONNECTION TO HEADFRAME ABOVE CONNECTION TO TOWER, FINISH AND INSTALL ANTENNA GROUND BARS AS SHOWN ON THE TOWER GROUNDING RISER DIAGRAM.
- 11 FINISH AND INSTALL A 2'-0" LIGHTNING AIR TERMINAL ON EACH ANTENNA SUPPORT PIPE. (SEE DWG 006 FOR DETAIL).
- 12 BOND LUMS TO TOWER WITH MANUFACTURER'S GROUNDING KIT AND MECHANICAL CONNECTIONS, EACH LUM SHALL BE MOUNTED AS CLOSE TO ITS ANTENNA AS FEASIBLE, AND IF POSSIBLE SHALL BE MOUNTED IN A VERTICAL POSITION.

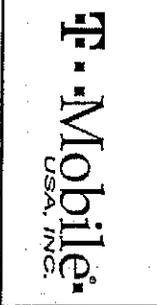
ANTENNA CONTRACTOR



EQUIPMENT GROUNDING RISER DIAGRAM

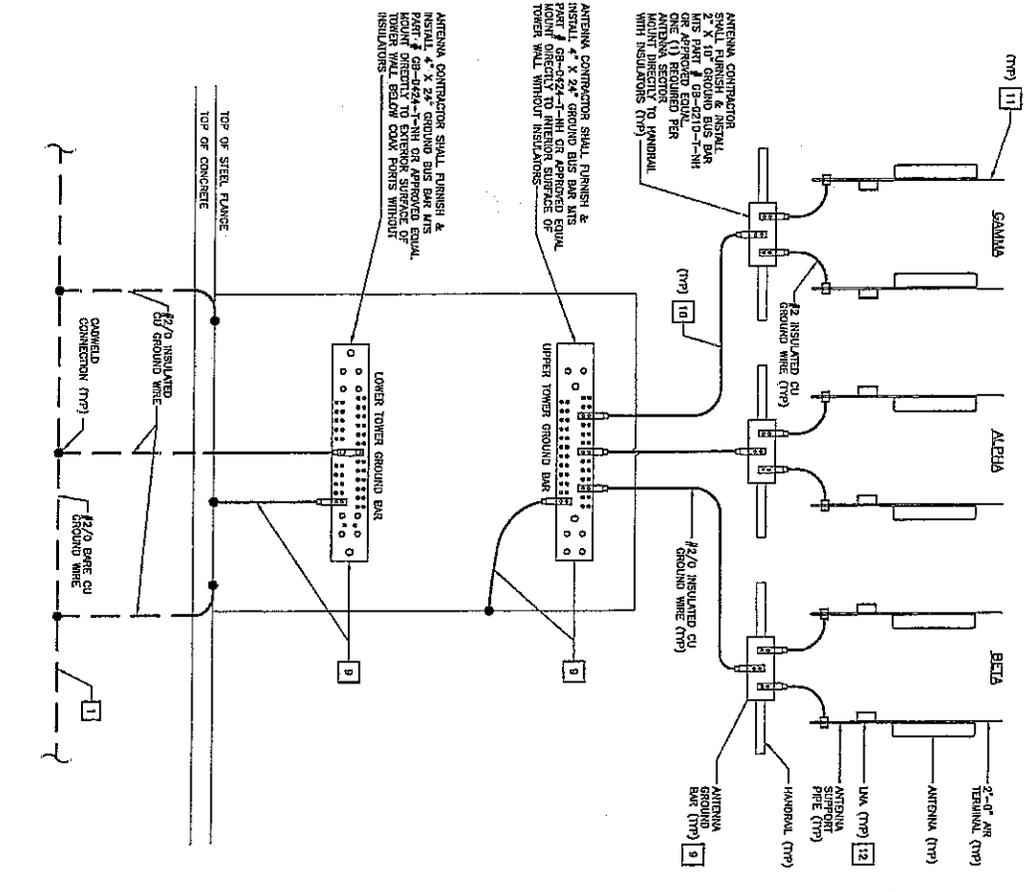
REV	DATE	REVISION DESCRIPTION
A	08/14/08	ISSUED FOR REVIEW
B	08/28/08	ISSUED FOR CONSTRUCTION
1	09/14/08	GENERATOR CHANGE

NOTES: THIS DRAWING AND THE BIDDING PARTICULARS ARE THE SOLE PROPERTY OF THE ENGINEER. NO PART OF THIS DRAWING OR BIDDING PARTICULARS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

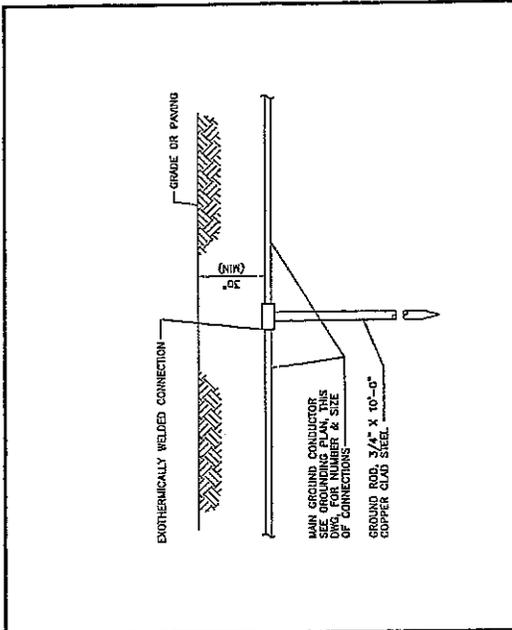


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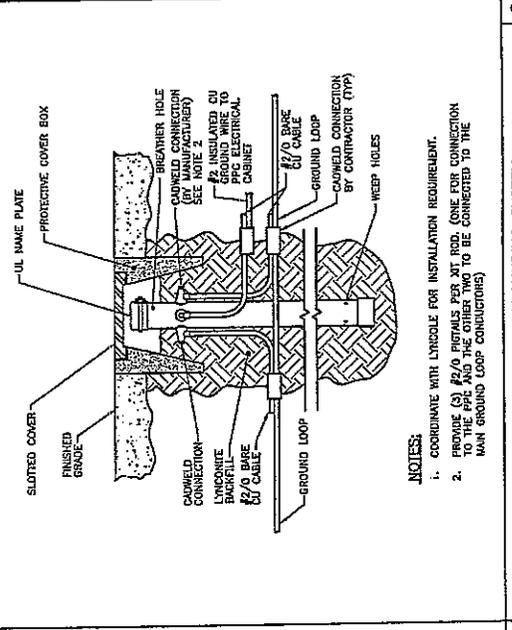
TOWER GROUNDING RISER DIAGRAM



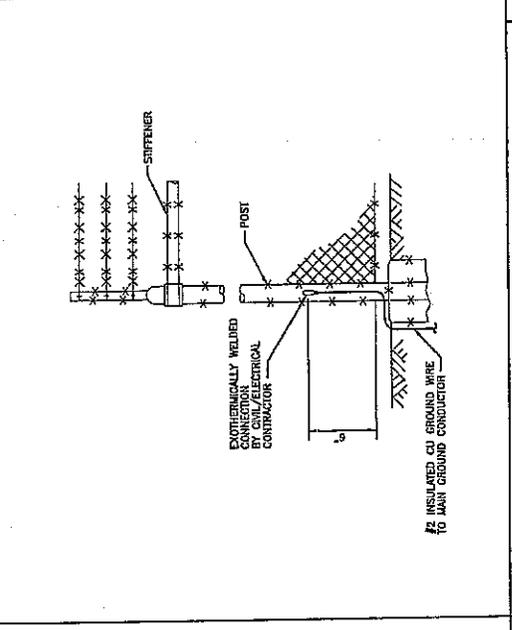
DESIGNED BY	CHECKED BY	DATE
J.R. HILL	H.A. MOON	12/51 SE PANSON RD
H.A. MOON	H.A. MOON	CELL SITE ASC 0226
H.A. MOON	H.A. MOON	GROUNDING RISER DIAGRAM
H.A. MOON	H.A. MOON	1251 SE PANSON RD
H.A. MOON	H.A. MOON	LEE'S SUMMIT, MISSOURI 64081
H.A. MOON	H.A. MOON	ASC0226 - G02



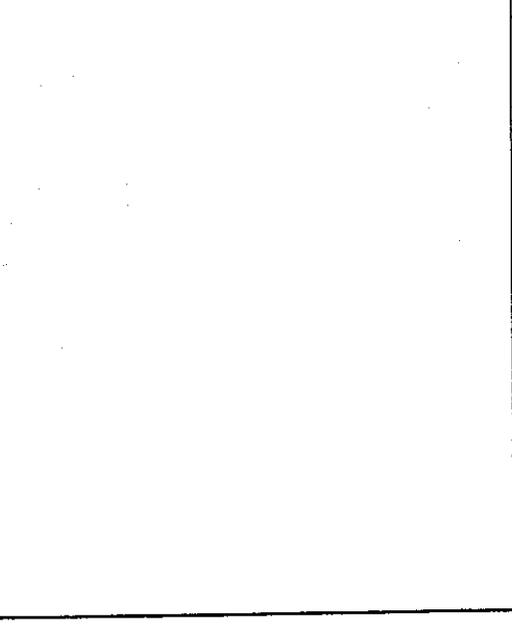
GROUND ROD



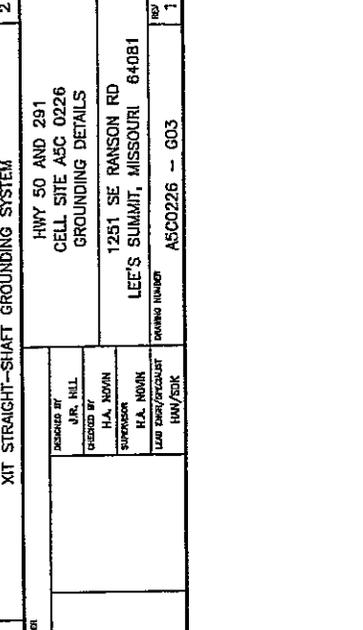
GATE AND POST GROUNDING



UTILITY RACK GROUNDING PLAN



FENCE END, CORNER, AND POST GROUNDING



XIT STRAIGHT-SHAFT GROUNDING SYSTEM

**NOTES:**

- COORDINATE WITH LYRICOLE FOR INSTALLATION REQUIREMENT.
- PROVIDE (3) #2/0 RIGIDALS PER XIT ROD. (ONE FOR CONNECTION TO THE PFC AND THE OTHER TWO TO BE CONNECTED TO THE MAIN GROUND LOOP CONDUCTORS)

REV	DATE	DESCRIPTION
A	08/14/06	ISSUED FOR REVIEW
D	08/23/06	ISSUED FOR CONSTRUCTION
1	09/14/06	GENERATOR CHANGE

DESIGNED BY: J.R. HILL  
 CHECKED BY: F.A. NOKIN  
 SUPERVISOR: F.A. NOKIN  
 LEAD ENGINEER/CHECKER: HW/BOK

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**T-Mobile USA, INC.**

HWY 50 AND 291  
 CELL SITE A5C 0226  
 GROUNDING DETAILS  
 1251 SE RANSON RD  
 LEE'S SUMMIT, MISSOURI 64081  
 DRAWING NUMBER: A5C0226 -- 003

DATE	REVISION DESCRIPTION
08/14/06	ISSUED FOR REVIEW
08/23/06	ISSUED FOR CONSTRUCTION
09/14/06	GENERATOR CHANGE







SECTION 03000 - CONCRETE WORK

PART 1 - GENERAL

- 1.1 SCOPE
- FORMWORK, REINFORCING STEEL, ACCESSORIES, CAST-IN PLACE CONCRETE, FINISHING, CURING AND TESTING FOR STRUCTURAL CONCRETE FOUNDATIONS.

1.2 REFERENCES:

- A. ACI (AMERICAN CONCRETE INSTITUTE).
1. ACI 301 SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS.
2. ACI 304 RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE.
3. ACI 305 RECOMMENDED PRACTICE FOR HOT WEATHER CONCRETING.
4. ACI 306 RECOMMENDED PRACTICE FOR COLD WEATHER CONCRETING.
5. ACI 308 STANDARD PRACTICE FOR CURING CONCRETE.
6. ACI 309 STANDARD PRACTICE FOR CONSOLIDATION OF CONCRETE.
7. ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
8. ACI-317 RECOMMENDED PRACTICE FOR CONCRETE FORMWORK.
- B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS).
- THE FOLLOWING STANDARDS OF THE AMERICAN SOCIETY FOR TESTING AND MATERIALS ARE LISTED IN THE ACI STANDARDS AND ARE A PART OF THIS SPECIFICATION.

PART 2 - PRODUCTS

- 2.1 REINFORCEMENT MATERIALS:
- A. REINFORCING BARS: ASTM A615, GRADE 60, NEW DEFORMED BILLET-STEEL BARS, PLAIN FINISH.
- B. FURNISH CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS AS REQUIRED FOR SUPPORT OF REINFORCING STEEL AND WIRE FABRIC.
- 2.2 CONCRETE MATERIALS:
- A. PORTLAND CEMENT SHALL BE TYPE I, CONFORMING TO ASTM C-150.
- B. AGGREGATES SHALL CONFORM TO ASTM C-33.
1. FINE AGGREGATE SHALL BE UNWASHED, CLEAN, SAND, WASHED NATURAL, OR CRUSHED SAND, FREE FROM ORGANIC MATERIALS.
2. COARSE AGGREGATE SHALL BE NATURAL WASHED GRAVEL OR WASHED CRUSHED ROCK HAVING HARD, STRONG, Durable Pieces, FREE FROM IMPUREMENTS.
3. MAXIMUM SIZE OF COARSE AGGREGATES SHALL BE 3/4" IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM C-33 GRADATION SIZE NO. 67.
- C. WATER USED IN THE CONCRETE MIX SHALL BE POTABLE, CLEAN, AND FREE FROM OILS, ACIDS, SALTS, CHLORIDES, ALKALI, SUGAR, VEGETABLE, OR OTHER INJURIOUS SUBSTANCES.
- D. THE CONCRETE SHALL CONTAIN AN AIR-ENTRAPPING ADMIXTURE COMPLYING WITH THE REQUIREMENTS OF ASTM C-260 AND ASTM C-274. THE ADMIXTURE SHALL BE MANUFACTURED BY A REPUTABLE MANUFACTURER AND SHALL BE PURCHASED AND BATCHED IN LIQUID SOLUTION. THE USE OF CALCIUM CHLORIDE OR AN ADMIXTURE CONTAINING CALCIUM CHLORIDE IS PROHIBITED.
- E. ALL MATERIALS SHALL BE MANUFACTURED BY A REPUTABLE MANUFACTURER AND SHALL BE ACCEPTABLE MANUFACTURERS ARE:
1. W.R. GRACE
  2. SNA CORP.
  3. MASTER BUILDERS
  4. EUCRID CHEMICAL CO.
- E. CURING COMPOUNDS SHALL CONFORM TO ASTM C309, TYPE 1, ID, CLASS A AND B AND ASTM C171 AS APPLICABLE.

2.3 CONCRETE MIX:

- A. PROPORTION CONCRETE MIX IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 301. THE STRENGTH OF CONCRETE SHALL BE AS INDICATED ON THE DRAWINGS. WHERE STRENGTH IS NOT CLEARLY INDICATED, CONCRETE OF MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3600 PSI SHALL BE USED.
- B. THE CONCRETE MIX SHALL BE DESIGNED FOR A MAXIMUM SLUMP OF THREE INCHES AND SHALL BE PLACED AT A MINIMUM OF 10 PERCENT ENTRAINMENT AIR. AIR ENTRAINMENT SHALL BE USED.
- C. ALL CONCRETE SHALL HAVE THREE (3) TO FIVE (5) PERCENT ENTRAINMENT AIR.
- D. ALL STRUCTURAL CONCRETE SHALL CONTAIN A WATER-REDUCING AGENT.

PART 3 - EXECUTION

3.1 GENERAL:

- A. CONTRACT AND ERECT FORMWORK IN ACCORDANCE WITH ACI 301 AND ACI 347.
- B. COLD-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 306.
- C. HOT-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 305.
- 3.2 INSERTS, EMBEDDED COMPONENTS AND OPENINGS
- A. CONTRACTOR SHALL CHECK ALL CIVIL, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHOR BOLTS, INSERTS AND OTHER ITEMS TO BE BUILT INTO THE CONCRETE WORK.
- B. COORDINATE THE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, REGRESSES, SLOTS, CHASES, ANCHORS, INSERTS AND OTHER ITEMS TO BE EMBEDDED.
- C. EMBEDDED ITEMS SHALL BE SET ACCURATELY IN LOCATION, ALIGNMENT, ELEVATION, AND FINISHNESS. LOCATE AND MEASURE FROM ESTABLISHED SURVEYED REFERENCE BENCHMARKS.
- D. EMBEDDED ITEMS SHALL BE ANCHORED INTO PLACE IN A MANNER TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT AND CONSOLIDATION. ANCHORS AND ITEMS TO BE EMBEDDED SHALL BE PROTECTED FROM DAMAGE BY CONCRETE. PROVIDE TEMPORARY BRACING, ANCHORAGE AND TEMPLATES AS REQUIRED TO MAINTAIN THE SETTING AND ALIGNMENT.
- 3.3 REINFORCEMENT PLACEMENT:
- A. PLACE REINFORCEMENT ACCORDING TO CHECKED AND RELEASD DRAWINGS AND IN ACCORDANCE WITH ACI 301 AND ACI 318.
- B. ADEQUATE FORMWORK SUPPORT AND SECURE REINFORCEMENT AGAINST DISPLACEMENT FROM FORMWORK CONSOLIDATION OR CONCRETE PLACEMENT AND CONSOLIDATION. SUPPORT REINFORCING ON METAL CHAIRS, RUNNERS, BOLSTERS, SPACERS AND HANGERS.
- C. SPACES OF REINFORCING BARS SHALL BE CLASS B UNLESS SHOWN OTHERWISE ON THE DRAWINGS. SPACES SHALL BE STAGGERED. FULL DEVELOPMENT LENGTH SHALL BE PROVIDED ACROSS JOINTS.
- D. LOCATE REINFORCING TO PROVIDE CONCRETE COVER AND SPACING SHOWN ON THE DRAWINGS. MINIMUM COVER SHALL BE AS REQUIRED BY ACI 318.
- E. WELDING OF AND TO ANY REINFORCING MATERIALS INCLUDING TACK WELDING OF CROSSING BARS IS STRICTLY PROHIBITED.

3.4 CONCRETE PLACEMENT:

- A. PRIOR TO PLACING CONCRETE, THE FORMS AND REINFORCEMENT SHALL BE THOROUGHLY BRUSHED, TIES AND CLEANS REMOVED. ALL OPENINGS FOR UTILITIES AND PENETRATION SHALL BE REINFORCED AND EMBEDDED ITEMS SHALL BE SECURED IN THEIR PROPER LOCATIONS. ALL OLD AND DRY CONCRETE AND DIRT SHALL BE CLEANED OFF AND ALL STANDING WATER AND OTHER FOREIGN MATTER REMOVED.
- B. PLACING CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301 AND ACI 304 AND SHALL BE CARRIED OUT AT SUCH A RATE THAT THE FRESHLY PLACED CONCRETE CONCRETING ONCE STARTED, SHALL BE CARRIED ON AS A CONTINUOUS OPERATION UNTIL THE SECTION IS COMPLETED. NO COLD JOINTS SHALL BE ALLOWED.

- C. ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED AND COMPACTED BY VIBRATION SHOWING NO BUBBLING OR FORMING DURING THE OPERATION OF PLACING AND DEPOSING IN ACCORDANCE WITH ACI 303. THE CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENT, EMBEDDED ITEMS, AND INTO THE CORNERS OF THE FORMS SO AS TO DRAINAGE ALL AIR AND STONE POCKETS.
- 3.5 FINISHING:
- A. FINISHING OF FLOOR SLABS SHALL BE IN ACCORDANCE WITH ACI 302.1 SECTION 7.2 WITH A MINIMUM OF THREE TROWELINGS. THE SLAB FINISH TOLERANCE AS SPECIFIED IN THE DRAWINGS SHALL BE MAINTAINED THROUGHOUT THE ENTIRE SURFACE. FINISHED FLOOR FINISHES WITH 20 AND FOR LEVEL, FL = 15. THE MINIMUM LOCAL NUMBER FOR FINISHES: FF = 15 AND FOR LEVEL, FL = 10.
- B. SURFACES OF FLOOR SLABS SHALL RECEIVE TWO COATS OF A CLEAR SEALER/HARDNER.
- C. ABOVE GRADE WALL SURFACES SHALL HAVE A SMOOTH FORM FINISH AS DEFINED IN CHAPTER 10 OF ACI 301.

3.6 CURING:

- A. FRESHLY DEPOSITED CONCRETE SHALL BE PROTECTED FROM PREMATURE DRYING AND EXCESSIVE HOT OR COLD TEMPERATURES AND SHALL BE MAINTAINED WITH MINIMAL MOISTURE LOSS AT A RELATIVE HUMIDITY OF 90 PERCENT THROUGHOUT THE CURING PERIOD FOR THE THROUOUT OF THE CURING PERIOD AND PROPER HARDENING OF THE CONCRETE.
- B. CURING SHALL IMMEDIATELY FOLLOW THE FINISH OPERATION. CONCRETE SHALL BE KEPT CONTINUOUSLY MOIST AT LEAST OVERNIGHT, IMMEDIATELY FOLLOWING THE INITIAL CURING. BEFORE THE CONCRETE HAS DRIED, ADDITIONAL CURING SHALL BE ACCOMPLISHED BY ONE OF THE FOLLOWING METHODS OR METHODS:
1. FOGGING OR CONTINUOUS SPRINKLING.
  2. ABSORPTIVE MAT OR FABRIC KEPT CONTINUOUSLY WET.
  3. NON-ABSORPTIVE FILM (POLYETHYLENE) OVER A PREVIOUSLY SPRINKLED SURFACE.
  4. SAND OR OTHER COVERING KEPT CONTINUOUSLY WET.
  5. CONTINUOUS STEAM (NOT EXCEEDING 150°F) OR VAPOR MIST BATH.
  6. SPRAYED-ON CURING COMPOUND APPLIED IN TWO COATS, SPACED IN PERPENDICULAR DIRECTIONS.
- C. THE FINAL CURING SHALL CONTINUE UNTIL THE CUMULATIVE NUMBER OF DAYS OR THE NUMBER OF HOURS OF CURING HAS REACHED THE NUMBER OF DAYS OR HOURS SPECIFIED IN THE DRAWINGS. CONCRETE SHALL NOT BE PERMITTED TO FREEZE DURING THE CURING PERIOD. RAPID DRYING AT THE END OF THE CURING PERIOD SHALL BE PREVENTED.

REV	DATE	REVISION DESCRIPTION	ISSUED FOR REVIEW	ISSUED FOR CONSTRUCTION	GENERATOR CHANGE
0	08/14/08				
1	08/26/08				
1	08/14/08				

**T-Mobile USA, INC.**

**SELECTIVE SITE CONSULTANTS, INC.**  
Site Specific Engineering and Construction Management Services

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DESIGNED BY	J.P. HALL
CHECKED BY	H.A. MOHR
DRAWN BY	M.L. MOHR
DATE	10/08/2008
PROJECT NO.	HWY 50/R
CELL SITE AEC 0226	HWY 50 AND 291
SPECIFICATIONS (4 of 7)	1251 SE RANSON RD
	LEE'S SUMMIT, MISSOURI
	64081
	ASCC0226 - SP4





<p><b>B. WIRE AND CABLE:</b></p> <ol style="list-style-type: none"> <li>1. ALL POWER WIRES SHALL BE COLOR CODED AS FOLLOWS:  <table border="1"> <tr><td>DESCRIPTION</td><td>240/120 VOLT</td></tr> <tr><td>PHASE A</td><td>RED</td></tr> <tr><td>PHASE B</td><td>BLUE</td></tr> <tr><td>PHASE C</td><td>WHITE</td></tr> <tr><td>NEUTRAL</td><td>GREEN</td></tr> <tr><td>GROUND</td><td>GREEN</td></tr> </table> </li> <li>2. SPICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE REMAINS WITH PRESSURE-TYPE CONNECTIONS.</li> <li>3. PULLING LUBRICANTS SHALL BE SOAPSTONE, POWER POWDERED TALC, OR A GEARSE SHALL BE USED, AS THESE MAY BE HARMFUL TO CABLE INSULATION. CONTROLLER SHALL USE NYLON OR HEAVY ROPE FOR PULLING CABLE TO AVOID SCORING THE CONDUIT.</li> <li>4. CABLES SHALL BE NEATLY TRIMMED, WITHOUT INTERLACING, AND BE OF SUFFICIENT LENGTH IN ALL ROOMS, EQUIPMENT, ETC., TO PERMIT MAKING A NEAT CONNECTION TO THE EQUIPMENT. ALL CABLES SHALL BE PROTECTED FROM MECHANICAL DAMAGE AND FROM MOISTURE. SHARP BENDS OVER CONDUIT BUSHINGS ARE PROHIBITED. ALL CABLES SHALL BE NEATLY AND PROTECTED FROM MECHANICAL DAMAGE AND EXPENSE.</li> </ol> <p><b>C. DISCONNECT SWITCHES:</b></p> <ol style="list-style-type: none"> <li>1. INSTALL DISCONNECT SWITCHES LEVEL AND FLUSH, CONNECT TO WIRING SYSTEM AND GROUND AS INDICATED.</li> </ol> <p><b>D. GROUNDING:</b></p> <ol style="list-style-type: none"> <li>1. ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.</li> <li>2. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEMS INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING AMPERES AND JOINTS, AS SPECIFIED AS REQUIRED FOR A SAFETY-RELATED INSTALLATION.</li> <li>3. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE MOST DIRECT AND SHORTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISKS.</li> <li>4. THUNDER GROUNDING AND BONDING CONNECTIONS, INCLUDING GROUNDING BOLTS IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTIONS AND BOLTS, WHERE MANUFACTURER'S TORQUE TIGHTENING VALUES ARE NOT SPECIFIED, SHALL BE IN ACCORDANCE WITH THE EFFECTIVE GROUNDING.</li> <li>5. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.</li> <li>6. ALL GROUND CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS, EXOTHERMIC-WELDED CONNECTIONS SHALL BE APPROVED BY THE CONSTRUCTION INSPECTOR BEFORE BEING PERMANENTLY CONVEALED.</li> <li>7. APPLY CORROSION-RESISTANT FINISH TO FIELD CONNECTIONS, AND PLACES WHERE "ON-OFF" OR APPROVED EQUAL.</li> <li>8. A SEPARATE CONDUITING, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL REARER AND BUSHING CONNECTIONS.</li> <li>9. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BOND #8 AWG GROUNDING CONDUIT TO A GROUND BOX.</li> <li>10. DIRECT BURIED GROUND CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 30" BELOW GRADE, UNLESS NOTED OTHERWISE.</li> <li>11. ALL GROUNDING CONDUCTORS EXPOSED IN OR PENETRATING CONCRETE SHALL BE REINFORCED OR INSTALLED IN PVC CONDUIT.</li> <li>12. INSTALL ELECTROLYTIC GROUNDING SYSTEM IN STREET ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS, REMOVE SEPARATE TIE FROM LEADING AND BOND TO REARER. INSTALL PROTECTIVE BOND TIE WITH BONDING.</li> <li>13. DRIVE GROUND RODS UNTIL TOPS ARE 30 INCHES BELOW FINAL GRADE.</li> </ol>	DESCRIPTION	240/120 VOLT	PHASE A	RED	PHASE B	BLUE	PHASE C	WHITE	NEUTRAL	GREEN	GROUND	GREEN	<p><b>3.5 ACCEPTANCE TESTING:</b></p> <ol style="list-style-type: none"> <li>1. REMOVE PERSHING AND EQUIPMENT MARKS REQUIRED TESTS, AND SUBMIT TEST REPORTS UPON COMPLETION OF TESTS.</li> <li>2. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NONCOMPLYING ITEMS SHALL BE REMOVED FROM THE JOBSITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER RECEIPT OF NOTICE OF SUCH NON-COMPLIANCE.</li> </ol> <p><b>B. TEST PROCEDURES:</b></p> <ol style="list-style-type: none"> <li>1. ALL REARERS SHALL HAVE THEIR INSULATION TESTED AFTER INSTALLATION, BUT BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUND. TESTING SHALL BE FOR ONE MINUTE USING 1000V DC. INSULATION TEST VALUES LESS THAN 50 MEGOHMS.</li> <li>2. PRIOR TO ENERGIZING CIRCUIT, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.</li> <li>3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE AND NEUTRAL. SOLICIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES.</li> <li>4. PERFORM GROUND TEST TO MEASURE GROUND RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 2-POINT FALL-OF-POTENTIAL METHOD. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OVER 5 OHMS.</li> </ol> <p>END OF SECTION END OF SPECIFICATION</p>	<p><b>3.6 ACCEPTANCE TESTING:</b></p> <ol style="list-style-type: none"> <li>1. REMOVE PERSHING AND EQUIPMENT MARKS REQUIRED TESTS, AND SUBMIT TEST REPORTS UPON COMPLETION OF TESTS.</li> <li>2. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NONCOMPLYING ITEMS SHALL BE REMOVED FROM THE JOBSITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER RECEIPT OF NOTICE OF SUCH NON-COMPLIANCE.</li> </ol> <p><b>B. TEST PROCEDURES:</b></p> <ol style="list-style-type: none"> <li>1. ALL REARERS SHALL HAVE THEIR INSULATION TESTED AFTER INSTALLATION, BUT BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUND. 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DESCRIPTION	240/120 VOLT														
PHASE A	RED														
PHASE B	BLUE														
PHASE C	WHITE														
NEUTRAL	GREEN														
GROUND	GREEN														
<p>NOTED: THIS DRAWING HAS NOT BEEN REVIEWED BY THE PROJECT MANAGER OR THE PROJECT ENGINEER. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.</p>	<p><b>F-Mobile</b> USA, INC.</p> <p><b>SELECTIVE SITE CONSULTANTS, INC.</b> 8501 W. 119th Street, Suite 300 Overland Park, Kansas 66210 Phone: 913-482-7100 Fax: 913-482-7177</p>														

## Packet Information

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**File #:** 2021-4361, **Version:** 1

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Snow Plan Service Level

Issue/Request:

Staff will be providing a presentation to the Public Works Committee as requested, providing an overview of service levels as well as comparing Lee's Summit's service level to comparator cities within the region.

Key Issues:

- Snow Season History
- Snow Plan Evolution
- Comparator Cities
- Level of Service (LOS)
- Recommendation
- Questions

Shawn Graff, Assistant Director of Public Works Operations

*Yours Truly*

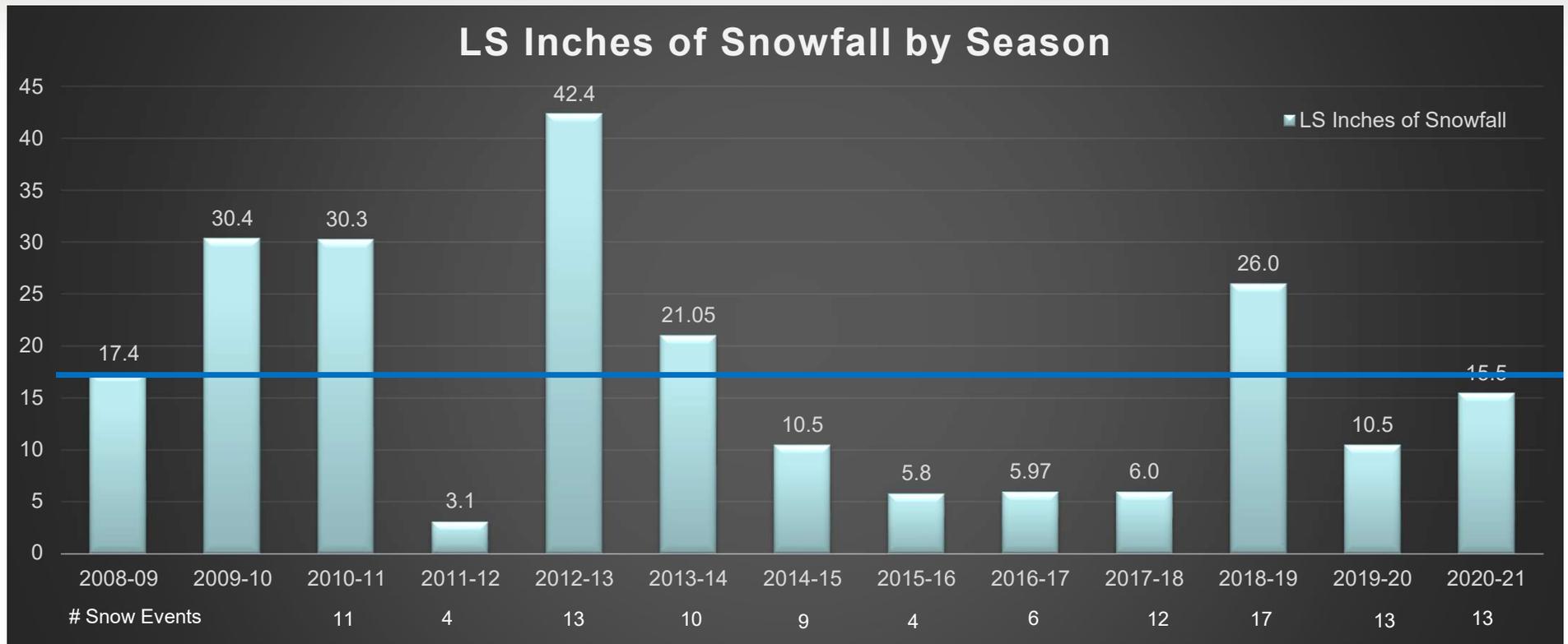
Snow Plan  
Service Levels

Public Works Committee  
October 11, 2021

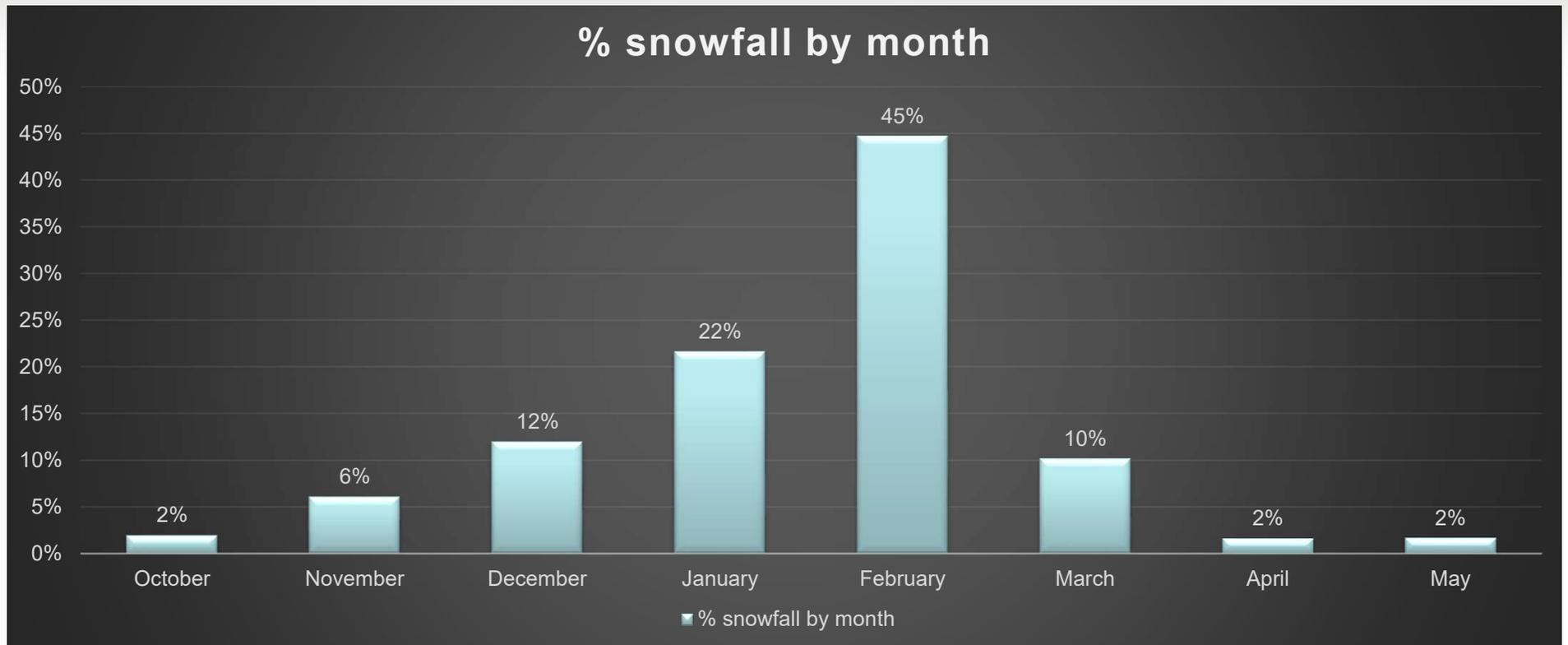
# Outline

- Snow Season History
- Snow Plan Evolution
- Comparator Cities
- Level of Service (LOS)
- Recommendation
- Questions

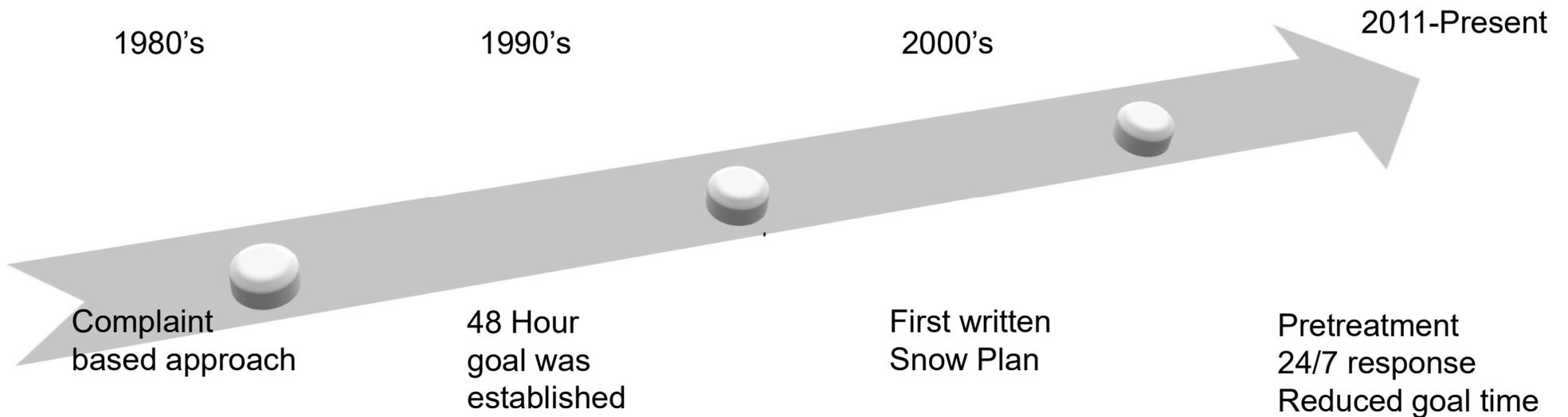
# History



# History



# Snow Plan Evolution



# Comparator Cities

	Population	Lane Miles
• <b>Lee's Summit</b>	<b>101,108</b>	<b>1,057</b>
• Overland Park	191,238	2,000+
• Lenexa	57,434	820
• Blue Springs	58,603	800*
• Shawnee	67,311	780
• Independence	123,011	1,500*
• Olathe	141,290	1,300



# LOS 24/7 Operations

- **Lee's Summit**
- Overland Park
- Lenexa
- Blue Springs
- ~~Shawnee~~
- Independence
- Olathe



# LOS Pretreatment

- **Lee's Summit**
- ~~Overland Park~~
- ~~Lenexa~~
- Blue Springs
- ~~Shawnee~~
- Independence
- Olathe



# LOS Time Goals

- **Lee's Summit**      **24-48 Hours**
  - Primary (P) and Secondary (S) 12 hours
- Overland Park      12 Hours P&S
- Lenexa              48 Hours
- ~~Blue Springs~~
- ~~Shawnee~~
- Independence      12-24 Hours P&S
- Olathe              48 Hours



# LOS Snow Accumulations for Plowing

- Primary and Secondary Streets
  - **Lee's Summit** 1 Inch
  - Overland Park <1 Inch
  - Lenexa 2 Inches
  - Blue Springs  $\frac{3}{4}$  Inch
  - Shawnee 1-2 Inches
  - Independence <1 Inch
  - Olathe <1 Inch

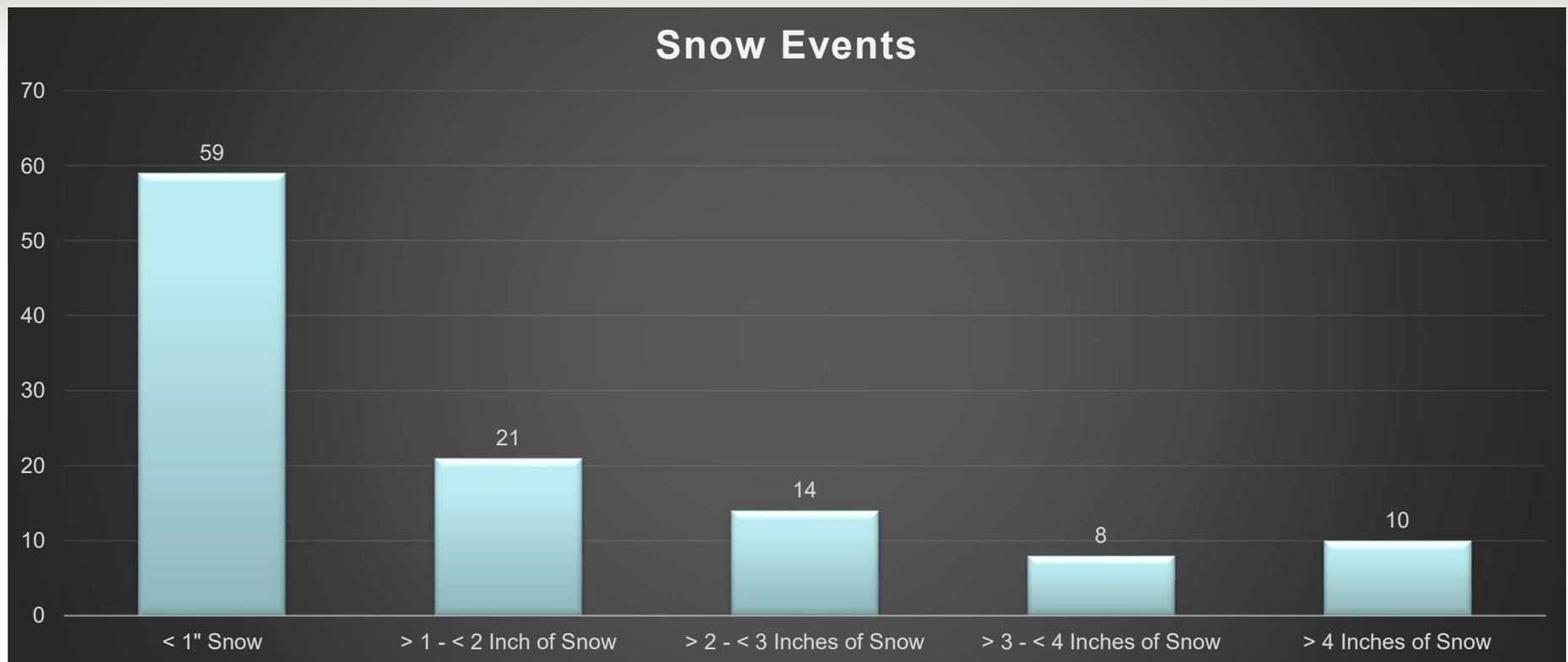


# LOS Snow Accumulations for Plowing

- Residential Streets
  - **Lee's Summit** 1 Inch
  - Overland Park 2 Inches\*
  - Lenexa 2 Inches
  - Blue Springs >2 Inches
  - Shawnee 2-4 Inches\*
  - Independence <1 Inch\*
  - Olathe <1 Inch



# LOS Snow Event History



# Recommendations

- Staff recommends to Public Works Committee:
  - No change to 24/7 operations when it is effective
  - No change to pre-treat streets when possible
  - No change to current goal times
  - No change to Primary & Secondary streets 1-inch snow threshold
  - Change the Residential streets snow threshold to 2 inches

# Impacts

## *Residential Streets Plowing Snow Threshold of 2” rather than 1”*

- Retain our Goal Times
- Better Aligns our Snow Plan with our Peer Cities
- Improved Efficiency and Resource Management
- More Notice for Residents and Forecasting Deployments
- More Clear Prioritization (Primaries and Secondaries)
- Less Wear and Tear on Equipment (Greater “Up-Time”/Availability)
- Reduce Employee Fatigue (Making a Difference, Long Shifts, Off Hours)
- Perceived LOS Decline on Residential Streets (1” to 2” of Snow)
- Public Re-Education Process for Changed Expectations

# Questions



## Packet Information

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**File #:** 2021-4433, **Version:** 1

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Update Report regarding NW Olive Street and NW Orchard Street Stormwater Issues

### Key Issues

- A resident submitted letter certifying structural flooding occurred in previous rain events
- City Staff evaluated the primary cause is related to the lack of public stormwater infrastructure
- The project is awaiting staff availability, scope of work guidance, and funding
- Project could be coupled with residential street reconstruction and/or the Douglas Street CIP Project

### Background

The City and elected officials have received numerous comments regarding flooding, drainage, roadway conditions, and walkability in the area of NW Olive Street and NW Orchard Street. The attached report presents the current status, scope of work options, and potential funding sources.

George Binger, City Engineer



# LEE'S SUMMIT MISSOURI

## NW Olive Street and NW Orchard Street Area Status Update October 4, 2021

Public Works Committee Asked for an update regarding the response to stormwater related complaints along 400 block of NW Olive Street and 100 block of NW Orchard Street. The general project area is highlighted below.

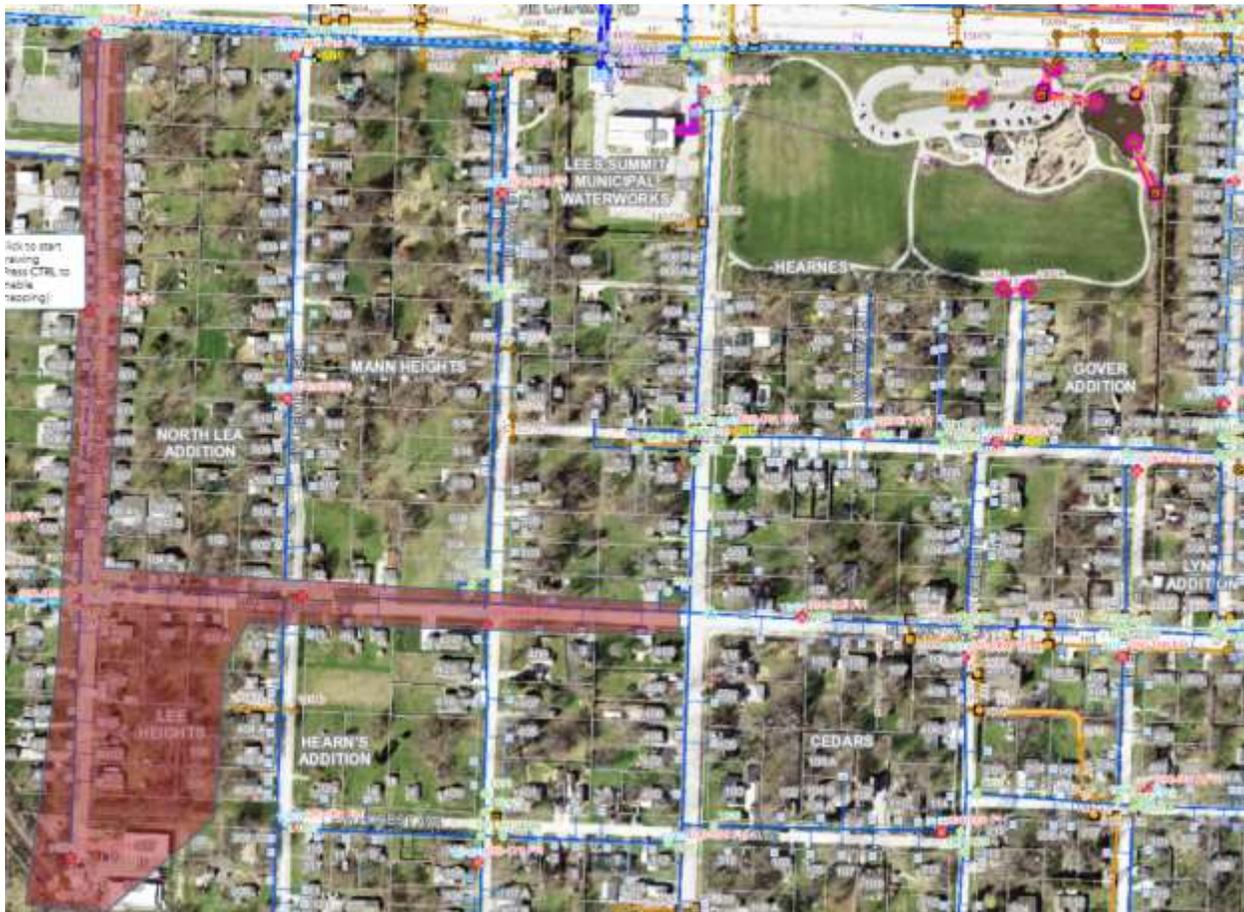


Figure 1: Aerial GIS image showing stormwater and water main infrastructure

### **Background**

The City has received several complaints and public comments related to both stormwater and street conditions in the area. A recent development project created numerous requests to improve NW Olive Street. Several residents have reported stormwater drainage issues, and one resident stated, in a formal written City report, that structural flooding had occurred.

Figure 1, shown above, indicates there is no underground stormwater infrastructure within the watershed that drains towards the 400 block of NW Olive. The area has met the criteria to fund a stormwater capital improvement project because of the written verification that at least one home has structural flooding, and the primary cause of that structural flooding was related to the lack of public infrastructure.

Olive and Orchard stormwater improvements was added to the list of 25 preceding projects funded as part of the stormwater capital improvements program. Seven projects have been completed, four are currently under construction, twelve are in design, and two are awaiting staff to initiate design. As those projects in design are completed, staff will become available to start the planning and design work for the Olive and Orchard mitigations.

NW Olive and Orchard are unimproved roads. Olive and Orchard are both classified as residential streets. However, they provide connection from the improved section of Orchard at Douglas Street to the traffic signal at Olive and Chipman. Both of these streets are identified as bike routes, but neither of these streets have sidewalks, nor curbs. The stormwater is conveyed through open ditches that tend to overflow toward the bottom of the watershed.

Last year, the City Council provided guidance to help City staff prioritize sidewalk gaps, as part of the sidewalk gap program, and created a residential street reconstruction program. Both of those programs were funded in the FY 2022-2026 Capital Improvement Plan adopted by Council. At that time, no specific projects were identified. Based on past guidance for the sidewalk program, roadway CIP projects should address gaps as part of the scope of work. The intent was to have City staff prepare a list of suggested residential street projects and sidewalk gaps for Public Works Committee to evaluate and prioritize based on previous guidance by December 2021. Project recommendations would then be incorporated into the process to update the CIP.

It should also be noted that the road improvements project for Douglas Street between downtown and Chipman Road were programmed in the CIP to start design in FY2023. This project would directly intersect with a potential street reconstruction project and could be designed concurrently.

### **Options to proceed**

#### **Interim Option:**

City staff can meet with property owners to review the stormwater issues and discuss possible activities the property owners could undertake privately to better manage stormwater on their property. City staff may be able to suggest general strategies to address the immediate structural flooding issues. This initial step has been very common, and included many of the locations currently in the Stormwater Capital Improvements Program.

#### **Stormwater only:**

City staff could proceed only with the stormwater improvements for Olive and Orchard. This work would be designed in 2022 and constructed in 2023, assuming easement acquisition and utilities are not in conflict with the work. The preliminary budget estimate for the stormwater improvements is about \$1.8 million.

*Complete street reconstruction:*

This option would reconstruct NW Orchard from Olive to Douglas and NW Olive from the south end to the traffic signal and Chipman Road. This work would be designed in 2022-23 and constructed in 2024. Work would include rebuilding the streets, adding curb, adding sidewalks, installing enclosed stormwater collection systems. If needed, Water Utilities would also be able to replace water mains concurrent with the road construction. The preliminary budget estimate for complete re-construction is about \$3.9 million. This option could bundle various funding sources together for this project. The Stormwater CIP Sales tax and the residential street reconstruction program are two possible candidates to fund this project. Usually, combining a small project with a similar, larger project reduces the overall cost of both.



# New Category for Project List

Type Variety  
 TFMP Projects  
 Non-TFMP Projects  
 Maintenance Projects

## Residential Corridor Reconstruction Projects

ID	Priority	Market Target	Route	From	To	Improvement Description	Benefit				Cost	Year	Notes
							Safety	Operations	Livability	Economic			
125	1	X	Orchard Street	Olive Street	Douglas Street	Reconstruct 2-lane	○		●	○	\$\$		
126	2	X	Olive Street	Chipman Road	Orchard Street	Reconstruct 2-lane	○		●	○	\$		
127	3					Reconstruct 2-lane	○		●		\$		
128	4	X				Reconstruct 2-lane			●		\$ or \$\$		
129	5					Reconstruct 2-lane	○				\$\$		
130						Reconstruct 2-lane					\$		
131													

Market Target includes Proposed Activity Centers

*Yours Truly*

**BRIDGES, STREETS & SIGNALS**  
 (Costs in \$1,000s)

<b>Project</b>	<b>Prior Yrs.</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Total</b>
Browning Street Extension - Browning to Hamblen Rd	3,200	100	-	-	-	-	3,300
Chipman Road, Bent Tree Dr. to View High Dr.	15,773	-	-	-	-	-	15,773
Colbern Road - M350 to Douglas Street	7,902	12,475	600	-	-	-	20,977
<b>Douglas Street - Chipman Road to 2nd Street</b>	-	-	<b>500</b>	<b>2,036</b>	<b>4,047</b>	-	<b>6,583</b>
Existing Street Light Improvements	115	-	-	-	-	-	115
Independence Ave & Town Centre Blvd Intersect Imp	1,760	-	-	-	-	-	1,760
Jefferson Street - Persels Road to Oldham Parkway	4,022	-	-	-	-	-	4,022
Main Street - Chipman Road to Commerce Drive	1,200	340	-	-	-	-	1,540
M291 North Interchange with US50	-	2,000	4,950	10,000	3,500	500	20,950
Pryor Road Widening Phase 1 - Hook to Longview	2,550	4,500	10,880	3,070	-	-	21,000
Pryor Road Widening Phase 2 - M150 to Hook	-	-	-	750	3,000	5,400	9,150
Residential Curb Replacements	1,000	250	250	250	250	1,000	3,000
Scherer Road Reconstruction - Ward Road to Jefferson Street	-	-	-	-	-	1,000	1,000
Sidewalk Improvements	-	500	500	500	500	500	2,500
Streetlights - Lakewood Boulevard	875	-	-	-	-	-	875
Streetlights - Shenandoah Drive	530	-	-	-	-	-	530
Third Street Improvements - Jefferson St to Blue Parkway/US50	481	1,000	1,050	4,018	-	-	6,549
Third Street Improvements - Murray Road to Pryor Road	7,130	-	-	-	-	-	7,130
Ward Road & Persels Road Signal	-	650	2,700	1,000	-	-	4,350
Ward Road - Chipman Road to NW O'Brien	-	-	-	-	855	1,770	2,625
Ward Road - NW O'Brien Road to Blue Parkway	50	775	1,500	-	-	-	2,325
<b>Subtotal</b>	<b>46,588</b>	<b>22,590</b>	<b>22,930</b>	<b>21,624</b>	<b>12,152</b>	<b>10,170</b>	<b>136,054</b>
<b>Less water and sewer funds included in totals</b>	<b>3,592</b>	<b>1,115</b>	<b>1,550</b>	<b>2,646</b>	<b>777</b>	<b>270</b>	<b>9,950</b>
<b>Total</b>	<b>42,996</b>	<b>21,475</b>	<b>21,380</b>	<b>18,978</b>	<b>11,375</b>	<b>9,900</b>	<b>126,104</b>

**PUBLIC WORKS PROGRAMS**  
 (Costs in \$1,000s)

<b>Programs</b>	<b>Prior Yr</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Overlay & Slurry Seal FY22	4,300	4,400	4,500	4,600	4,700	4,800
Annual Curb and Gutter Replacement Program FY22	1,700	1,750	1,800	1,850	1,900	1,950
<b>Residential Street Reconstruction Program FY22</b>	<b>0</b>	<b>150</b>	<b>300</b>	<b>450</b>	<b>500</b>	<b>500</b>
Neighborhood Traffic Safety Program FY22	50	50	50	50	50	50
Bridge Rehab/ Maintenance FY22	50	50	50	50	50	50
Capital Project Planning FY22	45	45	50	50	50	50
Pavement Marking FY22	525	450	652	750	552	581
Crack Sealing FY22	300	310	320	330	340	350
Community Bus Service - ATA/OATS FY22	353	371	389	409	430	450
<b>TOTAL</b>	<b>7,323</b>	<b>7,576</b>	<b>8,111</b>	<b>8,539</b>	<b>8,572</b>	<b>8,781</b>

NW Olive Street and NW Orchard Street Area Status Update  
 October 4, 2021

<b>Stormwater Projects to Mitigate Structural Flooding</b>					
<b>2007 Bond Issue: \$1.9M</b>					
<b>2017 CIP Slaes Tax Renewal: \$12.5M</b>					
<u>No.</u>	<u>Recorded first occurrence</u>	<u>Location</u>	<u>Status of Action</u>	<u>Flooding Verified</u>	<u>No. of Structures affected</u>
1		SW Pinetree Lane (Pinetree Village)	complete	yes	2
2		3rd Street, between Market and Johnson Street (Arnold Hall)	In construction	yes	3
3		NE Maple	complete	yes	1
4		SW Pinnell Circle 105	complete	yes	1
5		SE Hackamore Dr:	In design	yes	2
6		SW 34th	complete	yes	1
8		NE Sun Court	In construction	yes	1
9		NE Port Drive	In construction	yes	1
10		SW Lea Drive	In construction	yes	4
11		SE Bingham	complete	yes	1
12		SE Brentwood Dr	complete	yes	2
15		SE Grand	complete	yes	3
17		SE Secretariat Dr	In design	yes	1
18	8/5/2019	NE Pierce Place	In design	yes	1
19	7/4/2019	Arlington Circle	In design	yes	1
20	7/4/2019	Country Lane	In design	yes	1
21	7/9/2009	NE Timbercreek Drive/CT	In design	yes	3
22	7/1/2017	SE 2nd Terrace	In design	yes	2
23	7/4/2019	Country Ln and 6th St	In design	yes	3
24	5/1/2002	Onyx Drive	awaiting staff	yes	3
25	6/1/1990	3rd Street	In design	yes	5
26	5/1/2013	Boone Trl	In design	yes	3
28	7/1/2020	Ponderosa Street	In design	yes	1
29	7/1/2020	NE NOELEEN LN	awaiting staff	yes	1
30	7/4/2019	SW 3RD ST, Lakeview, and Madison	In design	yes	6
31	5/19/2021	109 NW Orchard	awaiting staff	yes	1
<b>Total</b>				<b>26</b>	<b>54</b>