



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

Monday, October 10, 2016

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF ACTION LETTER

- A. [2016-0618](#) September 12, 2016 Action Letter for approval.
- B. [2016-0619](#) September 19, 2016 Action Letter for approval.

PUBLIC COMMENTS:

BUSINESS

- A. [TMP-0249](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO. 4 TO STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$2,232,789.00 FOR LAND ACQUISITION FOR RUNWAY 18-36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.
- B. [TMP-0250](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL NO. 4, GRANTING STATE FUNDS IN THE AMOUNT OF \$124,044.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

- C. [TMP-0251](#) APPROVAL OF AN ORDINANCE APPROVING AWARD OF RFQ 2017-302 TO ANDERSON SURVEY COMPANY, INC. AND TO POWELL AND ASSOCIATES, LLC FOR ON-CALL YEARLY PROFESSIONAL LAND SURVEYING SERVICES. A ONE-YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS
- D. [2016-0555](#) Continued Discussion of Stormwater Program
- E. [2016-0587](#) Discussion of CIP Sales Tax Renewal

ROUNDTABLE:

ADJOURNMENT

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



The City of Lee's Summit

220 SE Green Street
Lee's Summit, MO 64063

Packet Information

File #: 2016-0618, **Version:** 1

September 12, 2016 Action Letter for approval.



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

Monday, September 12, 2016

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

CALL TO ORDER

ROLL CALL

Present: 3 - Chairperson Dave Mosby
Councilmember Craig Faith
Councilmember Phyllis Edson

Absent: 1 - Vice Chair Rob Binney

PUBLIC COMMENTS:

None

BUSINESS

[2016-0523](#) Continued Discussion of Stormwater Program

Presenter: Presenter: Scott Edgar & Kara Taylor, Public Works Engineering Division

Mr. Scott Edgar, Senior Staff Engineer, gave a presentation on stormwater that included a follow-up on scenarios, details on the level of service, the new NPDES permit, projects for CIP consideration and the taskforce recommendations and where the city stands with peer communities. Historically, just under \$600,000 dollars has been spent annually on stormwater issues.

Councilmember Edson asked about crew size. Mr. Edgar explained that it is 2 equipment operators, 1 maintenance worker and 1 Supervisor.

There was discussion about staff costs. It was explained that the staff costs reported include benefits, administration, overhead, etc.

Chairman Mosby asked for an explanation of how Public Works has been using the historical scenario and doing the bond projects at the same time. The historical scenario represents only the work that was done through the Operations Division and did not include any Engineering. The projects paid through the bond were handled by the Engineering group using contractors.

Chairman Mosby then stated that the stormwater program needs to address long-term needs which would address maintenance of the system as well as large projects. Ms. Dena Mezger, Director of Public Works, added that the 2007 bond issue projects added to the system but didn't provide for any maintenance. Chairman Mosby then asked about the 1% capital sales tax. Ms. Mezger explained that the sales tax sunsets, so salaries have never been paid out of the sales tax because if the tax isn't renewed then you would have staff on the books with no funding source to pay them. The discussion then turned to a quick overview of different funding sources: the General Fund; a utility tax; a sales tax; a property tax; or user fees.

Mr. Edgar then went through the level of service that could be addressed with each scenario.

Ms. Kara Taylor, Environmental Specialist, discussed the expected new requirements for the NPDES permit. These requirements will have to be implemented regardless of scenarios and there currently isn't any funding for them. Illicit discharge is defined as anything that isn't stormwater going into the storm drains; paint, oil, yardwaste, etc. Councilmembers Edson and Faith asked about procedures for when private actions, like storing salt, hits the public system. Ms. Taylor replied that there aren't currently any procedures but it may be required by the changes in the new permit. She then went on to give examples of the "good housekeeping" issues that the state has said need to be addressed. Chairman Mosby asked when the NPDES permit will be required to be implemented. Ms. Taylor said it is expected to be in the fall of this year.

Mr. Edgar then addressed some potential CIP projects and the difference between public and private stormwater issues.

The goals of the stormwater program that were identified by the previous committee are the maintenance of the existing system, meeting the new regulatory NPDES permit requirements and improvement of the system by adding some capital projects.

Chairman Mosby asked to have some e-mails submitted by Councilmembers put on the overhead for discussion. He also drew attention to items from the citizens stormwater task force.

- Other municipalities' stormwater draining into yards in Lee's Summit.
- Streets that flood during heavy rain; safety concerns.
- System deficiencies that causes damage to private property. The task force saw this as a last priority; issues that affect public safety need to be done first.

(note: these are only the points that were verbalized and not the complete

list provided to the committee.)

Councilmember Edson asked what the situation is between private versus public. Ms. Mezger explained that using public money for a private issue can create legal issues. There are also budget considerations. Councilmember Edson also asked about creeks that were on public land that have now meandered onto public property. Ms. Mezger reported that around 5 miles of streams are on public property; the other 65 miles of streams are on private property. A lot of the issues have been caused by developments that filled in streams and built houses on them.

Councilmember Faith expressed his concern for cause and effect, specifically predicting for new development.

Councilmember Mosby asked staff to put all of the goals together (4 goals; 1 with sub-sections) and note which are short-term goals and which are long-term goals. He requested they be brought back to the next meeting.

Councilmember Faith asked about optional or unique funding sources like grants or how other municipalities are funding their stormwater programs.

ROUNDTABLE:

Ms. Taylor, announced that RecycleFest will be held in the parking lot at City Hall on September 17 from 9:00 am to noon. There will be a stream team event held in October and there is a new storm drain stenciling program; both rely on volunteers.

Councilmember Faith asked about people that dump their dog waste in the openings of storm drains. Ms. Taylor explained the difference between sanitary sewers and stormwater curb inlets. Stormwater inlets do not go to a treatment plant - they go directly to a lake or stream. Putting anything in a storm drain, other than stormwater, is called illicite discharge and it is illegal.

ADJOURNMENT

The September 12, 2016, Public Works Committee meeting was adjourned by Chairman Mosby at 6:36 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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



Packet Information

File #: 2016-0619, **Version:** 1

September 19, 2016 Action Letter for approval.



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

Monday, September 19, 2016

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

2. ROLL CALL

Present: 3 - Vice Chair Rob Binney
Councilmember Craig Faith
Councilmember Phyllis Edson

Absent: 1 - Chairperson Dave Mosby

3. APPROVAL OF AGENDA

4. APPROVAL OF ACTION LETTER

A. [2016-0477](#) August 15, 2016 Action Letter for approval.

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Faith, to approve the August 15, 2016 Action Letter. The motion carried by a 3-0 (Chairman Mosby "Absent") vote.

5. PUBLIC COMMENTS:

None

6. BUSINESS

A. [BILL NO. 16-204](#) AN ORDINANCE AMENDING CHAPTER 1, GENERAL PROVISIONS, AND CHAPTER 29, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES FOR THE CITY OF LEE'S SUMMIT, MISSOURI, BY REVISING SECTION 1-2, DEFINITIONS AND RULES OF CONSTRUCTION AND SECTION 29-1, DEFINITIONS, WITHIN EACH RESPECTIVE CHAPTER FOR THE TERM SIDEWALK. (PWC 9/19/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

ACTION: A motion was made by Councilmember Faith that this Ordinance be recommended for approval to the City Council. The motion carried by a 3-0 (Chairman Mosby "Absent") vote.

B. [BILL NO. 16-205](#) AN ORDINANCE AMENDING SECTIONS 1000, 5200 AND 5300 OF THE CITY'S DESIGN AND CONSTRUCTION MANUAL AS ADOPTED AND MADE A

Public Works Committee

Action Letter

September 19, 2016

PART OF THE CODE OF ORDINANCES BY SECTION 22.5-1 OF THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT, MISSOURI. (PWC 9/19/16)

Presenter: Presenter: George Binger, Deputy Director/City Engineer

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council. The motion carried by a 3-0 (Chairman Mosby "Absent") vote.

- C. [BILL NO. 16-202](#) AN ORDINANCE APPROVING AWARD OF RFQ 2017-300 TO PROFESSIONAL SERVICES INDUSTRIES, INC. AS PRIMARY AND TO KANSAS CITY TESTING & ENGINEERING, L.L.C. AS SECONDARY FOR ON-CALL YEARLY GEOTECHNICAL CONSTRUCTION, MATERIAL TESTING AND INSPECTION SERVICES. A ONE-YEAR WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS. (PWC 9/19/16)

Presenter: Presenter: Michael Anderson, Construction Manager

ACTION: A motion was made by Councilmember Faith, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a 3-0 (Chairman Mosby "Absent") vote.

- D. [BILL NO. 16-203](#) AN ORDINANCE AUTHORIZING EXECUTION OF A MUNICIPAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION AND MAINTENANCE ACTIVITIES RELATED TO THE PUBLIC IMPROVEMENT PROJECT DESIGNATED AS ROUTE COLBERN ROAD, JOB J4S3131, WITHIN THE CITY LIMITS OF LEE'S SUMMIT, MISSOURI. (PWC 9/19/16)

Presenter: Presenter: Michael Park, City Traffic Engineer

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council. The motion carried by a 3-0 (Chairman Mosby "Absent") vote.

- E. [BILL NO. 16-201](#) AN ORDINANCE APPROVING CHANGE ORDER #5 TO THE CONTRACT WITH MIDWEST HEAVY CONSTRUCTION FOR THE JEFFERSON STREET IMPROVEMENTS PROJECT, AN INCREASE OF 208 CALENDAR DAYS FOR A TOTAL OF 708 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION AND 738 CALENDAR DAYS TO REACH FINAL COMPLETION. (PWC 9/19/16)

Presenter: Presenter: Michael Anderson, Construction Manager

ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council. The motion carried by a 3-0 (Chairman Mosby "Absent") vote.

- F. [BILL NO. 16-206](#) AN ORDINANCE APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH PHOENIX CONCRETE AND UNDERGROUND, L.L.C. FOR THE FY2017 CURB REPAIR PROJECT BID NUMBER 40432472, AN INCREASE OF \$90,871.47 FOR A REVISED CONTRACT PRICE OF \$1,171,836.02 AND AN INCREASE OF 14 CALENDAR DAYS FOR A TOTAL OF 104 CALENDAR DAYS

TO REACH SUBSTANTIAL COMPLETION. (PWC 9/19/16)

Presenter: Presenter: Vince Schmoeger, Project Manager

ACTION: A motion was made by Councilmember Faith, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a 3-0 (Chairman Mosby "Absent") vote.

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

Presenter: Presenter: Dena Mezger, Director of Public Works

ACTION: A motion was made by Councilmember Faith, seconded by Councilmember Edson, that this Presentation be tabled until a date certain of October 17, 2016. The motion carried by a 2-1 (Mayor Pro Tempore Binney "No") vote.

7. ROUNDTABLE:

Councilmember Edson asked about the height difference between the road and the curb on the Lee's Summit Road project. Ms. Dena Mezger, Director of Public Works, replied that only the base is down; they will be putting down a final two inches of pavement.

Councilmember Faith extended a thank you for being invited to the Public Works snow rodeo and stated that he would like to participate in an overnight ride along during one of the snow events this year.

Mayor Pro Tempore Binney asked staff if they had the cost for re-opening the North Recycling Center as he requested at last month's meeting. Ms. Mezger answered that the estimate is from a presentation about six months ago and is from \$55,000 to \$60,000 dollars, assuming fairly stable revenue from the materials being recycled. The recycling market has recently bottomed out so that could add another \$5,000 to \$10,000 dollars to the estimate. There have been some discussions with Kansas City about a joint effort to reopen the North Recycling Center, but there haven't been any definitive answers from them yet. Mr. Bob Hartnett, Deputy Director of Public Works, confirmed the information and gave an update on the effort to get Kansas City on board with a joint venture to reopen the North Recycling Center. Mayor Pro Tempore Binney ask what items are accepted at the landfill for recycling. Mr. Hartnett stated that the program offered at the landfill is a diversion program to keep large items out of the landfill. After crossing the scale you can choose to divert mattresses, tires, bicycles and electronics but they do not offer recycling programs for paper or plastics.

Mr. Mike Anderson, Construction Manager, followed up on a project status update that was sent to Committee Members. Ms. Mezger highlighted the closure of the intersection of Jefferson and Scherer earlier in the week. Mayor Pro Tempore Binney asked if the Robin Hills Stormwater project is still waiting on MGE. Mr. Anderson reported that MGE is almost finished up moving the gas main and the contractor hopes to get back to work next

week.

8. ADJOURNMENT

The September 19, 2016, Public Works Committee meeting was adjourned by Mayor Pro Tempore Binney at 6:34 p.m. at City Hall, 220 SE Green Street, City Council Chambers.

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

Packet Information

File #: TMP-0249, **Version:** 1

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

Issue/Request:

APPROVAL OF AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO 4 TO STATE BLOCK GRANT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$2,232,789.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Key Issues:

The approved Lee's Summit Municipal Airport master plan provides for a ultimate runway length of 5,500 feet.

- The city purchased several tracts of property west of the airport for the extension of Runway 18-36
- This grant is for \$2,232,789.00, 90% of the purchase of the property plus the commissioners' fees
- Local matching funds of \$124,044.00 (5%) are required. An additional grant of \$124,044.00 (5%) from the State Airport Aid Program from the Missouri Department of Transportation (MoDOT) will be used to fund this project.

Proposed Committee Motion:

I move to recommend to the City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO 4 TO STATE BLOCK GRANT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$2,232,789.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Background:

The approved Lee's Summit Municipal airport master plan provides for an ultimate runway length of 5,500 feet. The earthwork to accommodate the new runway length was completed by Emery Sapp and Sons in the summer of 2016. Bids for the runway pavement were received in May 2016, with Emery Sapp and Sons being the low bidder. Award of the construction of the concrete pavement for the 1,500 foot extension of the Runway 18/36 and other incidental work was made in October 2016.

This State Block grant is in the amount of \$2,232,789, funding 90% of the cost of the land acquisition for land association with the runway improvements. Local matching funds of \$124,044.00, 5% of the project cost are required and are available from the Airport Capital Improvement Program. An additional 5% of the project cost, \$124,044.00 will come from a State Airport Aid Agreement.

Impact/Analysis:
[Enter text here]

Timeline:
Start: ____
Finish: ____

Other Information/Unique Characteristics:
[Enter text here]

Presenter: John Ohrazda, Airport Manager

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO 4 TO STATE BLOCK GRANT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING FEDERAL FUNDS IN THE AMOUNT OF \$2,232,789.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

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

WHEREAS, this project will provide funds for land acquisition for the Runway 18-36 extension at the Lee's Summit Municipal Airport; and,

WHEREAS, this grant consists of funds from the Federal Airport Improvement Program (AIP) through the Missouri Department of Transportation; and,

WHEREAS, the grant will fund 90% of the eligible costs for the land acquisition at the Lee's Summit Municipal Airport; and,

WHEREAS, local matching funds of \$124,044.00 (5%) were required. An additional grant of \$124,044.00 (5%) from the State Airport Aid Program through the Missouri Department of Transportation (MoDOT) will be used to fund this project; and,

WHEREAS, the City and the Missouri Highways and Transportation Commission desire to enter into an agreement granting federal funds in the amount of \$2,232,789.00 for land acquisition for runway 18-36 extension at the Lee's Summit Municipal Airport.

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

SECTION 1. That Amendment No. 4 to Missouri Highways and Transportation Commission State Block Grant Agreement between the City of Lee's Summit and the Missouri Highways and Transportation Commission, a true and accurate copy being attached hereto and incorporated herein by reference be and the same is hereby approved.

SECTION 2. That the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this _____ day of _____, 2014.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Brian Head, City Attorney

CCO Form: AC10-A
Approved: 05/94 (MLH)
Revised: 01/15 (MWH)
Modified:

Sponsor: City of Lee's Summit
Project No. 11-109A-2

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

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

AMENDMENT #4

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

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on May 23, 2011, and executed by the Commission on June 3, 2011, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed One Hundred Sixty Two Thousand Eighty Hundred Seventy Three Dollars (\$162,873) to the Sponsor to assist with Land Acquisition for Runway 18/36 Extension; and

WHEREAS, the parties entered into an Amendment #1 executed by the Sponsor on April 8, 2013, and executed by the Commission on April 17, 2013, (hereinafter, "Amendment #1") under which the original project time period was extended from June 30, 2012 to December 31, 2013; and

WHEREAS, the parties entered into an Amendment #2 executed by the Sponsor on January 14, 2014, and executed by the Commission on March 21, 2014, (hereinafter, "Amendment #2") under which the Commission granted the sum not to exceed Two Million Eight Hundred Twenty-Five Thousand Five Hundred Seventy-Five Dollars (\$2,825,575) and extended the project time period from December 31, 2013 to December 31, 2014 to allow for completion of the project; and

WHEREAS, the parties entered into an Amendment #3 executed by the parties on October 1, 2014, (hereinafter, "Amendment #3") under which the Commission granted the sum not to exceed One Hundred Thirty-Six Thousand Nine Hundred Fifty-Three Dollars (\$136,953) to the Sponsor to assist with Land Acquisition for Runway 18/36 Extension and extended the project time period from December 31, 2014 to December 31, 2015 to allow for completion of the project; and

WHEREAS, the Commission previously approved funds for Land Acquisition for Runway 18/36 Extension; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Land Acquisition for Runway 18/36 Extension.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Land Acquisition for Runway 18/36 Extension.

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

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Two Million Two Hundred Thirty-Two Thousand Seven Hundred Eighty-Nine Dollars (\$2,232,789) for Land Acquisition for Runway 18/36 Extension subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than One Hundred Twenty-Four Thousand Forty-Four Dollars (\$124,044) toward the project in addition to those previously committed by the Sponsor in the Original Agreement, Amendment #2, and Amendment #3. The amount of matching funds stated above represents fifty percent (50%) of the estimated local match required for the eligible project costs. The remaining One Hundred Twenty-Four Thousand Forty-Four Dollars (\$124,044) will be paid with funds from a grant provided under the Commission's airport aid program pursuant to section 305.230.4(1), RSMo.

(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in Amendment #3.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before November 30, 2016, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of December 31, 2015, will be extended to December 31, 2017, to allow for completion of the work. Paragraph (1)(E) of Amendment #3 is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement, Amendment #1, Amendment #2, and Amendment #3 entered into between the parties shall remain in full force and effect.

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

Executed by the Sponsor this ___ day of _____, 20__.

Executed by the Commission this ___ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF LEE'S SUMMIT

By _____

Title _____

Title _____

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

CITY OF LEE'S SUMMIT

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

Packet Information

File #: TMP-0250, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL NO. 4, GRANTING STATE FUNDS IN THE AMOUNT OF \$124,044.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL NO. 4, GRANTING STATE FUNDS IN THE AMOUNT OF \$124,044.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

Key Issues:

The approved Lee's Summit Municipal Airport master plan provides for a ultimate runway length of 5,500 feet.

- The earthwork to accommodate the new runway length was completed in the summer of 2016.
- Award of the paving contract was made in October 2016.
- This Grant is for the reimbursement of the purchase of property associated with the runway improvements.
- This grant is in the amount of \$124,044.00, for 5% of the purchase price of the property plus the commissioners' fees.
- Local matching funds of \$124,044.00 (5%) are required.

Proposed Committee Motion:

I move to recommend to the City Council APPROVAL OF AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL NO. 4, GRANTING STATE FUNDS IN THE AMOUNT OF \$124,044.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT

Background:

The approved Lee's Summit Municipal airport master plan provides for an ultimate runway length of 5,500

feet. The earthwork to accommodate the new runway length was completed by Emery Sapp and Sons in the summer of 2016. Bids for the runway pavement were received in May 2016, with Emery Sapp and Sons being the low bidder. Award of the construction of the concrete pavement for the 1,500 foot extension of the Runway 18/36 and other incidental work was made in October 2016.

This State Block grant is in the amount of \$2,232,789, funding 90% of the cost of the land acquisition for land association with the runway improvements. Local matching funds of \$124,044.00, 5% of the project cost are required and are available from the Airport Capital Improvement Program.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: John Ohrazda, Airport Manager

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL NO. 4, GRANTING STATE FUNDS IN THE AMOUNT OF \$124,044.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL NO. 4, GRANTING STATE FUNDS IN THE AMOUNT OF \$124,044.00 FOR LAND ACQUISITION FOR RUNWAY 18/36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, this project will provide funds for land acquisition for the Runway 18/36 extension at the Lee's Summit Municipal Airport; and,

WHEREAS, this Airport Aid Agreement is in the amount of \$124,044.00 (funding 5% of the cost of land acquisition for Runway 18/36 extension) and is to be used for the cost of the Project; and,

WHEREAS, local matching funds of \$124,044.00 (5% of the Project cost) are required and are available from the Airport Construction Fund.

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

SECTION 1. That the airport agreement Supplement No. 4 by and between the Missouri Highways and Transportation Commission and the City of Lee's Summit, Missouri for runway 18/36 extension improvements at the Lee's Summit Municipal Airport, being attached hereto and incorporated hereby reference be and the same is hereby approved.

SECTION 2. That the Mayor is hereby authorized and directed to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Brian Head, City Attorney

CCO Form: AC05
Approved: 7/94 (MLH)
Revised: 01/15 (MWH)
Modified: 09/16 (MWH)

Project No. AIR 116-109A-1

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

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

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by Sponsor on May 23, 2011, and executed by the Commission on June 3, 2011 (hereinafter, "Original Agreement") under which the Commission granted the sum of Four Thousand Two Hundred Eighty Six Dollars (\$4,286) to the Sponsor to assist in specified Land Acquisition for Runway 18/36 extension; and

WHEREAS, the parties entered into the First Supplemental Agreement to Airport Aid Agreement executed by Sponsor on April 8, 2013, and executed by the Commission on April 17, 2013 (hereinafter, "First Supplemental Agreement") under which the original project time period was extended from June 30, 2012, to December 31, 2013; and

WHEREAS, the parties entered into an Second Supplemental Agreement to Airport Aid Agreement executed by the Sponsor on January 16, 2014, and executed by the Commission on March 21, 2014 (hereinafter, "Second Supplemental Agreement") under which the Commission agreed to increase the grant by Seventy-Four Thousand Three Hundred Fifty-Seven Dollars (\$74,357) to the Sponsor to assist in specified Land Acquisition for Runway 18/36 extension and to extend the project time period from December 31, 2013 to December 31, 2014, to allow for completion of the project; and

WHEREAS, the parties entered into an Third Supplemental Agreement to Airport Aid Agreement executed by the parties on October 3, 2014 (hereinafter, "Third Supplemental Agreement") under which the Commission agreed to increase the grant by Seven Thousand Six Hundred Nine Dollars (\$7,609) to the Sponsor to assist in specified Land Acquisition for Runway 18/36 extension and to extend the project time period from December 31, 2014 to December 31, 2015, to allow for completion of the project; and

WHEREAS, the Commission previously approved funds for this project; and

WHEREAS, the level of funding originally approved is not sufficient to cover costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project.

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

(1) ADDITIONAL GRANT: The Commission hereby grants to the Sponsor an additional sum of One Hundred Twenty-Four Thousand Forty-Four Dollars (\$124,044) for this project, which is equal to fifty percent (50%) of the additional match required for the Sponsor's State Block Grant for Project No. 11-109A-2.

(2) PROJECT TIME PERIOD: Based upon the revised project schedule, the project time period of December 31, 2015, will be extended to December 31, 2017, to allow for completion of the work. Paragraph (2) of the Third Supplemental Agreement is hereby amended accordingly.

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

[Remainder of Page is Intentionally Left Blank.]

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

Executed by the Sponsor this ____ day of _____, 2016.

Executed by the Commission this ____ day of _____, 2016.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LEE'S SUMMIT

By _____

Title _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No. _____
(if applicable)

Packet Information

File #: TMP-0251, **Version:** 1

APPROVAL OF AN ORDINANCE APPROVING AWARD OF RFQ 2017-302 TO ANDERSON SURVEY COMPANY, INC. AND TO POWELL AND ASSOCIATES, LLC FOR ON-CALL YEARLY PROFESSIONAL LAND SURVEYING SERVICES. A ONE-YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS

Issue/Request:

APPROVAL OF AN ORDINANCE APPROVING AWARD OF RFQ 2017-302 TO ANDERSON SURVEY COMPANY, INC. AND TO POWELL AND ASSOCIATES, LLC FOR ON-CALL YEARLY PROFESSIONAL LAND SURVEYING SERVICES. A ONE-YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS

Key Issues:

- City uses on-call surveying services to support several departments
- The term of the contract is for one year, with the potential for two one-year renewals, based upon performance
- Work for this contract is funded by specific projects or programs approved by Council in the City's annual budget
- Project Managers must identify scope and project specific funding to request services
- Two firms were selected, the City will execute a separate contract with each firm

Proposed Committee Motion:

I move to recommend to City Council APPROVAL OF AN ORDINANCE APPROVING AWARD OF RFQ 2017-302 TO ANDERSON SURVEY COMPANY, INC. AND TO POWELL AND ASSOCIATES, LLC FOR ON-CALL YEARLY PROFESSIONAL LAND SURVEYING SERVICES. A ONE-YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS

Background:

Several departments within the City require land surveying services for a variety of reasons. The typical users are Public Works, Parks and Recreation, Administration and the City Architect. The services needed include detailed topographic survey data to prepare in-house engineering design plans, performing boundary surveys, construction staking, emergency services for infrastructure repairs, surveying utility locations, prepare legal descriptions and exhibits for property, right of way and easements, and many other miscellaneous services.

Staff selected two surveying companies based on their qualifications to increase the flexibility, responsiveness and expertise of the resources available to the City. The firms selected will provide a wide range of services that include construction support, advanced surveying technology in support of design, and extensive local historical records for boundary and legal survey issues.

Specific funding for the surveying services is not allocated in an on-call account. The funding is sourced from specific projects or programs where the work is performed in-house. The budgets for each program or project include money for land surveying, which is approved by Council as part of the annual budget process.

The Public Works Department issued RFQ 2017-302 on July 26, 2016. The RFQ was advertised in the City website and www.PublicPurchase.com <<http://www.PublicPurchase.com>>. 88 possible firms were notified by Public Purchase along with six (6) firms notified by email, and the RRQ was published on the City's website for public viewing. All submittals were evaluated by a five (5) member City Staff evaluation team from Public Works, Parks & Recreation and Central Building Services Departments. The evaluation team selected the top ranking firms to negotiate contracts for professional services.

Impact/Analysis:

- If not approved, Staff will be unable to perform activities that need survey services
- The use of two firms will greatly expand the responsiveness of services
- There is no additional fiscal impact; funding will be provided by specific projects or programs authorized by the annually approved City Budget

Timeline:

Start: November 11, 2016

Finish: 1 to 3 years, depending on renewal options

Other Information/Unique Characteristics:

[Enter text here]

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

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 16-

AN ORDINANCE APPROVING AWARD OF RFQ 2017-302 TO ANDERSON SURVEY COMPANY, INC. AND TO POWELL AND ASSOCIATES, LLC FOR ON-CALL YEARLY PROFESSIONAL LAND SURVEYING SERVICES. A ONE-YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS.

WHEREAS, City uses on-call surveying services to support several departments; and,

WHEREAS, The term of the contracts is for one year with the potential for two one-year renewals with each of the two firms, based upon performance ; and,

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

WHEREAS, Project Managers must identify scope and project specific funding to request services; and,

WHEREAS, Two firms were selected, the City will execute a separate contract with each firm;

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

SECTION 1. That the agreements for professional land surveying services yearly contract (RFQ No. 2017-302) by and between the City of Lee's Summit, Missouri and Anderson Survey Company, Inc. and Powell and Associates, L.L.C. generally for the purpose of professional land surveying services, true and accurate copies attached hereto as Exhibits "1" and "2" incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2016.

ATTEST:

City Clerk *Denise R. Chisum*

Mayor Randall L. Rhoads

BILL NO. 16-

APPROVED by the Mayor of said city this _____ day of _____, 2016

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*
Office of the City Attorney

CITY OF LEE'S SUMMIT
PURCHASING DIVISION
STANDARDIZED EVALUATION FORM

Final Interview Composite Ranking Sheet for RFQ 2017-302 On Call Land Surveying Services

	Firm's Name City & State	Firm's Name City & State	Firm's Name City & State	Firm's Name City & State
RFQ No. 2017-302 Project: On Call Land Surveying Services	Powell & Assoc. Blue Springs, MO	Anderson Survey Lee's Summit, MO	Crawley, Wade and Milstead Independence, MO	
Final ranking of firms by evaluation committee	1st top ranking firm	2nd top ranking firm	3rd top ranking firm	4th top ranking firm
Criteria used to evaluate firms on interview presentation as follows:				
1. Experience and availability of key personnel	2	1	3	
2. Experience on similar projects	1	2	3	
4. Project Approach/Work Plan	1	2	3	
5. Critical Issues	1	2	3	
6. Solutions	1	2	3	
LOWER NUMBER IS BETTER	6	9	15	
Evaluation Committee reviewed Three (3) RFQ submittals and ranked the firms; Top 2 selected for contract award based on submittals; no interviews				

**ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES (RFQ NO. 2017-302-1)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Anderson Survey Company, Inc. (hereinafter "Surveyor").

WITNESSETH:

WHEREAS, City desires to have an on-call professional land surveyor for land surveying services; and

WHEREAS, Surveyor has submitted a proposal for the on-call land surveying services and standard hourly rates and expenses to perform said services; and

WHEREAS, City desires to enter into an agreement with Surveyor to perform the services as aforementioned; and

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

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

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

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

1. Provide land surveying services for projects designed by City staff including, but not limited to, horizontal and vertical control, topography, cross sections, profiles, contours, field locates, field utility information, property lines and as-built drawings.
2. Provide field survey data on reproducible media and in electronic file format compatible with the following:
 - a. AutoCAD 2016 or current version used by the City
 - b. Current version of AutoCAD Civil 3D
 - c. text files of surveys that include point number, northing, easting, elevation and feature codes.
3. Provide a copy of field notes or data collector information.
4. Provide legal boundary surveys.
5. Provide construction staking on projects where the City is responsible for this service.
6. Prepare legal descriptions and exhibits for property, right of way and easements to be acquired by the City, or that may already be owned by the City.

7. Miscellaneous surveying services as required by the City.
8. Emergency surveying services as required by the City.

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

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

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

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

**ARTICLE IV
PAYMENTS TO THE SURVEYOR**

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

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

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

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. 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.
4. Report of monthly progress describing the services completed to date and projected completion time for the work.
5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

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

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from November 11, 2016 through November 10, 2017. City shall have the option to renew this Agreement at its discretion, for two (2) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Surveyor shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Surveyor shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI INSURANCE

A. CERTIFICATE OF INSURANCE

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

B. NOTICE OF CLAIM

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

C. INDUSTRY RATING

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

D. SUB-CONSULTANT'S INSURANCE

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

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

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

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

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

F. PROFESSIONAL LIABILITY

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

Bodily Injury and Property Damage

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

H. AUTOMOBILE LIABILITY

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

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

Limits:

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

I. WORKERS' COMPENSATION

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

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

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

Exhibit 1 to Bill / Ordinance

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

- P. 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.
- Q. SAFETY: In the performance of its services, Surveyor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- R. ANTI-DISCRIMINATION CLAUSE: Surveyor 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.
- S. DELAY IN PERFORMANCE: Neither City nor Surveyor 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 Surveyor under this Agreement. Surveyor 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.
- T. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Surveyor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Surveyor.
- U. 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:

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

and notices to Surveyor shall be addressed to:

Anderson Survey Company
203 NW Executive Way
Lee's Summit, MO 64063

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

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

Reserved.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Brian W. Head, City Attorney

ANDERSON SURVEY COMPANY, INC.

BY: _____

TITLE: _____

ATTEST:

**ANDERSON SURVEY COMPANY, INC.
CURRENT RATE OF CHARGES
AS OF July 1, 2016**

<u>Firm Principal</u>	\$120.00 per hour
<u>Registered Land Surveyor</u>	\$94.00 per hour
<u>2-Man Field Crew</u>	\$127.50 per hour
<u>3-Man Field Crew</u>	\$155.00 per hour
<u>Draftsman</u>	\$60.00 per hour
<u>Senior Draftsman</u>	\$68.00 per hour
<u>Survey Technician</u>	\$72.50 per hour
<u>Clerical</u>	\$26.50 per hour

All field charges are computed portal to portal.

GPS or Robotic Equipment Charges: \$40.00 per hour

Mileage: To and from jobsite, 49¢ per mile

Out-of-pocket expenses: Cost plus 10%

Per Diem charges furnished upon request.

Charges for out-of-norm field equipment furnished upon request.



**ON-CALL AGREEMENT FOR
PROFESSIONAL LAND SURVEYING SERVICES (RFQ NO. 2017-302-2)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Powell and Associates, LLC. (hereinafter "Surveyor").

WITNESSETH:

WHEREAS, City desires to have an on-call professional land surveyor for land surveying services; and

WHEREAS, Surveyor has submitted a proposal for the on-call land surveying services and standard hourly rates and expenses to perform said services; and

WHEREAS, City desires to enter into an agreement with Surveyor to perform the services as aforementioned; and

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

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

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

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

1. Provide land surveying services for projects designed by City staff including, but not limited to, horizontal and vertical control, topography, cross sections, profiles, contours, field locates, field utility information, property lines and as-built drawings.
2. Provide field survey data on reproducible media and in electronic file format compatible with the following:
 - a. AutoCAD 2016 or current version used by the City
 - b. Current version of AutoCAD Civil 3D
 - c. text files of surveys that include point number, northing, easting, elevation and feature codes.
3. Provide a copy of field notes or data collector information.
4. Provide legal boundary surveys.
5. Provide construction staking on projects where the City is responsible for this service.
6. Prepare legal descriptions and exhibits for property, right of way and easements to be acquired by the City, or that may already be owned by the City.

7. Miscellaneous surveying services as required by the City.
8. Emergency surveying services as required by the City.

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

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

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

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

**ARTICLE IV
PAYMENTS TO THE SURVEYOR**

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

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

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

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. 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.
4. Report of monthly progress describing the services completed to date and projected completion time for the work.
5. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

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

ARTICLE V TERM

The term of this Agreement shall be a one (1) year period from November 11, 2016 through November 10, 2017. City shall have the option to renew this Agreement at its discretion, for two (2) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Surveyor shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Surveyor shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE VI INSURANCE

A. CERTIFICATE OF INSURANCE

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

B. NOTICE OF CLAIM

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

C. INDUSTRY RATING

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

D. SUB-CONSULTANT'S INSURANCE

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

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

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

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

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

F. PROFESSIONAL LIABILITY

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

Bodily Injury and Property Damage

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

H. AUTOMOBILE LIABILITY

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

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

Limits:

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

I. WORKERS' COMPENSATION

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

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

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

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

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

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

- P. 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.
- Q. SAFETY: In the performance of its services, Surveyor shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- R. ANTI-DISCRIMINATION CLAUSE: Surveyor 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.
- S. DELAY IN PERFORMANCE: Neither City nor Surveyor 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 Surveyor under this Agreement. Surveyor 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.
- T. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Surveyor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Surveyor.
- U. 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:

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

and notices to Surveyor shall be addressed to:

Powell and Associates, LLC
901 NW Vesper Street
Blue Springs, MO 64015

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

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

Reserved.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 20__.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Brian W. Head, City Attorney

POWELL AND ASSOCIATES, LLC

BY: _____

TITLE: _____

ATTEST:

EXHIBIT A to Contract 2017-302-2FEE SCHEDULE
ON-CALL LAND SURVEYING SERVICES
RFQ NO. 2017-302**POWELL AND ASSOCIATES, LLC**

901 NW Vesper Street

Blue Springs, MO 64015

Tel: (816) 228-7070

Fax: (816) 228-1545

Web: www.powellsurveying.com

EMPLOYEE CLASSIFICATION	HOURLY RATES
Principal - Project Management	\$126.50
Professional Land Surveyor IV	\$103.37
Professional Land Surveyor III	\$78.89
Professional Land Surveyor II	\$68.01
Professional Land Surveyor I	\$62.57
Survey Crew Leader IV	\$54.41
Survey Crew Leader III	\$48.97
Survey Crew Leader II	\$43.53
Survey Crew Leader I	\$40.81
Survey Technician IV	\$43.53
Survey Technician III	\$40.81
Survey Technician II	\$38.09
Survey Technician I	\$35.36
Drafting Technician IV	\$57.13
Drafting Technician III	\$54.41
Drafting Technician II	\$46.25
Drafting Technician I	\$43.53
Clerical / Admin Assistant	\$48.48
Office Manager	\$45.25

EXHIBIT A to Contract 2017-302-2FEE SCHEDULE
ON-CALL LAND SURVEYING SERVICES
RFQ NO. 2017-302**SURVEY EQUIPMENT DAILY RATE**

TopoLift System and Scanner	\$1,000.00 per day
3D Laser Scanner	\$150.00 per day
3D Scanning Mapping Station	\$25.00 per day
10' - 20' Hydro Surveying Vessel with single beam sonar	\$850.00 per day
20'-24' Hydro Surveying Vessel with single beam sonar	\$1,025.00 per day
Odom ES Multibeam System	\$2,650.00 per day
Sub-Bottom Profiler	\$225.00 per day
High Frequency Side-Scan Sonar	\$130.00 per day
4 x 4 side by side utility vehicles	\$105.00 per day
Unmanned Aerial Vehicle (UAV)	\$250.00 per hour
Mileage	\$0.54 per mile (IRS Rate)

REPRODUCTION RATE

Black & White Copies (letter)	\$0.05 each
Black & White Copies (11"x17")	\$0.10 each
Color Copies (letter)	\$0.15 each
Color Copies (11"x17")	\$0.30 each
22"x34" large format bond copies	\$3.00 each
24"x36" large format bond copies	\$3.00 each
22"x34" large format mylar copies	\$10.00 each
24"x36" large format mylar copies	\$10.00 each
Spiral binders	\$1.00 each
1" - 3 ring binder	\$4.00 each
2" - 3 ring binders	\$5.75 each
3" - 3 ring binders	\$8.50 each
Postage	cost

Packet Information

File #: 2016-0555, **Version:** 1

Continued Discussion of Stormwater Program

Issue/Request:

Continuing discussion of stormwater program goals. Information is also provided to discuss funding mechanisms if desired.

Key Issues:

*Proposed goals and objectives of a stormwater program will be discussed as a follow-up to discussions at the September 12 Public Works Committee meeting.

*Potential funding necessary for projects and program

Background:

City Council and PWC have been in discussions concerning the stormwater system and programs to maintain and improve the system since September 2015. There are many challenges from structural integrity to environmental compliance which will have to be addressed. Funding for the program will need to be identified.

Presenter: Dena Mezger, Director of Public Works

Stormwater Program Goals
as discussed during Sept. 12, 2016 PWC Meeting

GOAL	TERM Short (S), Med (M) or Long (L)	PRIORITY RANKING
Improve reliability of existing system through increased maintenance including proactive efforts		
1. Dedicated resources for operation and maintenance (labor and materials)		
2. Inspection of existing system components		
3. Replacement program for deteriorated CMP in system		
Expand implementation of regulatory NPDES water quality program including infrastructure improvements, public education, and staff training		
1. Staff training		
2. Illicit discharge inspections		
3. Comprehensive environmental permit tracking		
4. Increased public education and participation		
5. Dedicated Stormwater Management Plan advisory board		
Construct capital projects that continue to address problem areas based on priorities		
1. System deficiencies identified by the City's Master Plan that cause flooding of homes, businesses, or other structures.		
2. System deficiencies that cause street flooding to the extent that access for emergency response vehicles is impeded and/or that public safety is protected.		
3. System deficiencies identified by the City's Master Plan that cause erosion in open channels that may threaten the stability of existing structures.		
4. System deficiencies identified in the City's Master Plan that result in damage to private improvements such as landscaping and fencing.		
Maintain a proactive approach to identifying needed updates to the City's standards and ordinances		

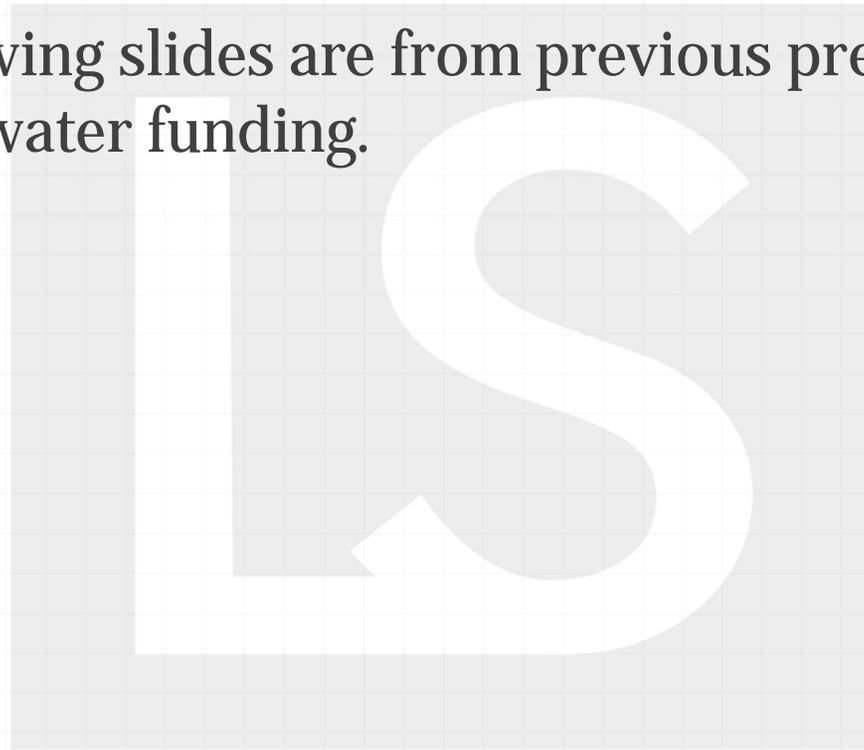


Stormwater Funding

Public Works Committee
October 10, 2016

Funding Options

- 0 The following slides are from previous presentations on stormwater funding.



Potential Revenues

SOURCE	TYPE	CURRENT LEVEL	ADDITIONAL AMOUNT AVAILABLE	INCREMENTS/ MAXIMUM	STACKABLE	Voter Approval Required	REVENUE PER UNIT/ TOTAL ADDITIONAL REVENUE
PARKS AND STORM WATER TAX	Sales	1/4 cent	1/4 cent	1/8 or 1/4	No	Yes	1/8 cent: \$1,750,000
							1/4 cent: \$3,500,000
							1/2 cent: \$7,000,000
CAPITAL IMPROVEMENTS TAX	Sales	1/2 cent	Any	1/8, 1/4, 3/8 or 1/2 cent	Yes	Yes	1/8 cent: \$1,750,000
							1/4 cent: \$3,500,000
							3/8 cent: \$5,250,000
							1/2/cent: \$7,000,000
GENERAL SALES TAX	Sales	1.0 cent		1/2, 7/8 or 1.0 cent	Yes	Yes	1/2/cent: \$7,000,000
							7/8 cent: 12,250,000
							1.0 cent: \$14,000,000
USE TAX	Sales	2.25 cents		Same as Current Sales Taxes		Yes	\$961,786
GENERAL PROPERTY TAX LEVY	Property	92 cents	8 cents	\$1.00 Max	Yes	Yes	Approx. \$179,200 per cent; \$1,433,600 for 8 cents
DEBT SERVICE PROPERTY TAX LEVY	Property	0.4697 cents	Up to 20% of Assessed Value	20% of Assessed Value , (AV)	Yes	Yes	Approx. \$179,200 per cent; \$1,433,600 for 8 cents
Stormwater Utility	User fee	N/A	Voter Approval		Yes	Yes	To be Determined, TBD

Legal Debt Information

- 0 Applicable to property taxes
- 0 Max. debt limit allowed
 - 0 10% of Assessed Valuation, (AV) \$330M
 - 0 Current total net debt applicable to the limit \$52.7M
 - 0 Legal debt margin \$277M

- 0 Total indebtedness cannot not exceed 20% of AV
- 0 Currently \$52.7M is serviced w/ 47 cent per \$100 of AV
- 0 Each 1 cent tax levied yields \$179,200 in bonding capacity
- 0 16.7598 cents yields \$3M in bonding capacity, w/ a tax increase of \$64/year on a \$200,000 property

Implementation Schedule

- 0 For Property Tax and/or Sales Tax implementation
- 0 Once City Council would opt for one of these funding mechanisms a public vote would be the primary activity.
 - 0 Public education/information campaign on need for increased funds would be needed prior to election.

User fee methodology

- 0 Black & Veatch was contracted to evaluate development of a stormwater utility for the city in Dec. 2005
 - 0 A portion of the work was completed before the contract was terminated in 2008
 - 0 Development of utility will require consulting expertise to complete
- 0 Information from completed effort
 - 0 Equivalent Residential Unit (ERU) is basis for user fees
 - 0 Based on analysis of parcels 1 ERU = 3,258 square feet based on impervious area of roof, driveways, patios, etc
 - 0 Some non-residential parcels were individually assessed based on impervious area using GIS

Example ERU Calculations

For non-residential, monthly fee determination:

0 LS City Hall & Garage

0 129,425 sq. ft/3,258 sq. ft (ERU) = 39.7 ERUs

0 Neighbors Café & rear parking

0 5,730 sq. ft/3258 sq. ft (ERU) = 1.76 ERUs

0 Summit Woods Shopping Center w/o Jack Stack BBQ

0 3,552,488 sq. ft/3,258 sq. ft (ERU) = 1,090 ERUs

0 QT at 50 Hwy & 291 North

0 38,086 sq. ft/3,258 sq. ft (ERU) = 11.69 ERUs

Example monthly user fees:

Based on 2007 work and 3258 sq. ft/ERU

	\$1/ERU	\$2/ERU	\$3/ERU	\$4/ERU	\$5/ERU
Typ. Base residence	\$1	\$2	\$3	\$4	\$5
LS City Hall	\$39.70	\$79.40	\$119.10	\$158.80	\$198.50
Neighbor's Café	\$1.76	\$3.52	\$5.28	\$7.04	\$8.80
Summit Woods Shopping	\$1,090	\$2,180	\$3,270	\$4,360	\$5,450
QT at 291 & 50 Hwy	\$11.69	\$23.38	\$35.07	\$46.76	\$58.45

Example Annual Revenues

Assume:	\$1/ERU	\$2/ERU	\$3/ERU	\$4/ERU	\$5/ERU
Typ. Base residence	\$1	\$2	\$3	\$4	\$5
35,000 residential ERUs	\$420,000	\$840,000	\$1.26M	\$1.68M	\$2.1M
2,500 Non-Residential at 20 ERU avg.	\$600,000	\$1.2M	\$1.8M	\$2.4M	\$3M
Totals	\$1.02M	\$2.05 M	\$3.06M	\$4.08M	\$5.1M

Implementation Concerns

- 0 Development of a utility will need to address building, administration, and management of the database system.
- 0 Billing process
 - 0 Monthly/quarterly/yearly
 - 0 Database for billing
 - 0 Owner/ tenant responsibility
 - 0 Partial payment/non-payment actions
- 0 Periodic review of land use changes
- 0 Appeal process for property owners
- 0 Current residential/non-residential account analyses required prior to final base ERU fee determination.
(Outside Consultant required)

Implementation Schedule

<u>Issue</u>	<u>Months</u>
0 Policy decisions	3
0 Rate study (200k -300K)	8-12
0 Education /Outreach	12
0 Public vote	3
0 Develop billing system	6
0 Initiate fee	3
0 Collect fees	3- 6
0 Estimate 18-24 months to startup, assuming overlap of many items noted above.	



Questions?
Comments?

Packet Information

File #: 2016-0587, **Version:** 1

Discussion of CIP Sales Tax Renewal

Issue/Request: This is a presentation and discussion regarding the potential renewal of the existing CIP Sales Tax including types of projects that could be funded, term of the tax, and potential revenues.

Key Issues:

*Current 1/2-cent Capital Improvements Projects Sales Tax will expire March 31, 2018.

Background:

The original CIP Sales Tax was approved by voters in 1997 for 10 years. Combined with funding from the excise tax, the tax funded construction of 17 road projects. The tax was renewed in 2007 for the period of April 2008 to March 2018. This tax initially funded 6 major road projects. Significant savings on these projects enabled the City to add 16 projects in the FY17 CIP. Both of these taxes were limited to transportation projects through the ballot language. State statute is broader and allows the funds to be used for any capital improvement.

Impact/Analysis: This tax has allowed the City to complete millions of dollars worth of needed transportation projects that would not have been possible otherwise. It has also allowed funding in the permanent 1/2-cent Transportation Sales Tax fund to be used for a much higher level of road maintenance than would not be possible if funds were split between maintenance and capital projects.

Timeline:

Presenter: Dena Mezger, Director of Public Works

Committee Recommendation:



Discussion of CIP Sales Tax Renewal

Public Works Committee

August 15, 2016

Essential Questions

- Renew the CIP Sales Tax – yes or no?
- Types of projects to be funded – more than transportation?
- Specific projects and/or programs to fund from various project types?
- Term of renewal – 10 or 15 years?

Background

- 1/2¢ sales tax initially approved in 1997
 - Collected March 1, 1998 thru April 30, 2008
 - With excise tax revenue, 17 road & bridge projects completed
- Renewal approved in 2007
 - Collected March 1, 2008 thru April 30, 2018
 - Funded six major projects (Bailey, Ward, Jefferson, Lee's Summit Rd., Hook, Chipman)
 - Recently 11 smaller projects funded from excess revenue

Schedule

- Oct - Begin discussion with PWC
- Nov - Discuss and finalize PWC recommendations
- Dec – Present PWC recommendations to City Council for discussion and decision
- Jan – Ordinance to place sales tax on ballot
- April 2017 - Election

Uses of Funding

- Funding to date used for road projects
- Ballot language could be written to allow use for other types of projects
- Other potential project types in addition to roads - can include infrastructure operations and maintenance per state statutes



Sources of Projects

- Thoroughfare Master Plan
- Sidewalk Inventory
- List of stormwater locations compiled from citizen input and previous plans
- Downtown planning efforts



Major Transportation Projects

- Colbern Road Reconstruction – M350 to Douglas
- Pryor Widening – Longview to M150
- Scherer Reconstruction – Sampson to Jefferson
- Downtown parking garage
- Downtown Gateway Corridors
 - Douglas, Chipman to 2nd St.
 - 3rd St, Green to M291
 - 3rd St, Jefferson to US50



Other Road Projects & Programs

- Downtown Road Improvements
 - Independence, south of 2nd St.
 - Douglas, south of 4th St.
 - Ward Rd, O'Brien to 2nd St.
- Curbs – collector and residential streets
- Sidewalks - gap locations
- Set aside funds for participation in MoDOT system projects

Other Project Types

- Street Lights
 - Additional locations
 - Upgrade existing lights to LED
- Stormwater
 - Deteriorated CMP replacement
 - Structure flooding locations
 - Severe erosion locations
 - System condition inspection for project planning

Term of Renewal

- Current sales tax is for 10 years
 - Recent Parks Sales Tax renewal for 15 years
- Current annual revenue is approx. \$7.5M
- Potential Revenues
 - 10 years \approx \$ 75M (w/no growth)
 - 15 years \approx \$ 112.5M (w/no growth)

Next Steps

- Nov - Discuss and finalize PWC recommendations
- Dec – Present PWC recommendations to City Council for discussion and decision
- Jan – Ordinance to place sales tax on ballot
- April 2017 – Election

Questions?