



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

Thursday, March 9, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 29

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

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

2. COUNCIL COMMENTS:

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

3. APPROVAL OF CONSENT AGENDA:

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

PROPOSED ORDINANCES:

- A. [BILL NO. 17-54](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

- B. [BILL NO. 17-55](#) AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.
- C. [BILL NO. 17-56](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).
- D. [BILL NO. 17-57](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.
- E. [BILL NO. 17-58](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432472-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

PRESENTATIONS:

- A. [2017-0960](#) Presentation of the Strategic Planning Framework and Process

PUBLIC HEARINGS (Sworn):

In an effort to assist applicants who travel from outside the Kansas City Metropolitan Area, every effort will be made to hear the application on the scheduled meeting date.

- A. [2017-0888](#) PUBLIC HEARING - Appl. #PL2016-206 - REZONING from R-1 and CP-2 to PMIX and CONCEPTUAL DEVELOPMENT PLAN - West Pryor Village, approximately 70 acres generally bounded by I-470 on the north, NW Pryor Rd on the east and NW Lowenstein Dr on the southwest; City of Lee's Summit, applicant

OTHER BUSINESS:

- A. [BILL NO. 17-59](#) AN ORDINANCE APPROVING APPLICATION #PL2016-206 - REZONING FROM R-1 AND CP-2 TO PMIX AND CONCEPTUAL DEVELOPMENT PLAN - APPROXIMATELY 70 ACRES GENERALLY BOUNDED BY I-470 ON THE NORTH, NW PRYOR ROAD ON THE EAST AND NW LOWENSTEIN DR. ON THE SOUTHWEST KNOWN AS THE WEST PRYOR VILLAGE CONCEPTUAL DEVELOPMENT MASTER PLAN ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO.5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.
- B. [BILL NO. 17-60](#) AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE SOUTHWEST I-470 TRANSPORTATION DEVELOPMENT DISTRICT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC.
- C. [BILL NO. 17-61](#) AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC.

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

COUNCIL ROUNDTABLE:

STAFF ROUNDTABLE:

ADJOURNMENT

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

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Packet Information

File #: BILL NO. 17-54, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

Key Issues:

This agreement is to provide professional engineering services for the design of sanitary sewer facilities, stream restoration, state and federal permitting, easement appraisal and acquisition, and utility coordination.

Background:

This project is funded by Sanitary Sewer Tap Fund and the Sewer Construction Fund and involves the replacement of approximately 3,100 feet of sewer trunk line in the Cedar Creek Watershed. The condition of the pipe is a concern. Several manholes are presently located in the stream bed.

The existing sanitary sewer lines do not have capacity to convey the predicted wet-weather flows nor meet the future needs of development in Sub-basins CC-03 and CC-04.

The upstream location is Manhole 28-098, approximately 2,000 feet west of Pryor Road and 3,300 feet north of 3rd Street. The approximate downstream location is Manhole 28-044, approximately 4,200 feet west of Pryor Road and 1,300 feet north of 3rd Street.

Public Works issued RFQ 196-31583 on October, 24, 2016. The RFQ was advertised in the City website and www.PublicPurchase.com. Seven firms submitted statements of qualifications prior to the November 15, 2016 closing date. All submittals were evaluated by the evaluation team composed of five personnel with representatives from Public Works and Water Utilities Departments.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

Presenter: Jeff Thorn, Assistant Director of Engineering Services.

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

Committee Recommendation: The Public Works Committee voted unanimously 3-0 (Councilmember Faith recused himself) to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO, INC. IN THE AMOUNT OF \$207,232.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

BILL NO. 17-54

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND BURNS AND MCDONNELL ENGINEERING CO., INC. IN THE AMOUNT OF \$207,232.00.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN (RFQ NO. 196-31583).

WHEREAS, the project involves the replacement of approximately 3,100 feet of sanitary sewer trunk line in the Cedar Creek Watershed including stream restoration, state and federal permitting, easement appraisal and acquisition and utility coordination; and,

WHEREAS, the existing sanitary sewer lines do not have capacity to convey the predicted wet-weather flows nor meet the future needs of development in Cedar Creek sub-basins CC-03 and CC-04, the condition of the pipe is a concern and several manholes are presently located in the stream bed; and,

WHEREAS, this project is funded by the Sewer Tap Fund and the Sewer Construction Fund; and,

WHEREAS, the City issued RFQ No. 196-31583 for professional engineering services to design Winterset Woods & Sterling Hills Trunk Sewer Main located approximately 2,000 to 4,200 feet west of Pryor Road and approximately 1,300 to 3,300 feet north of 3rd Street; and,

WHEREAS, the City and Burns and McDonnell Engineering Co., Inc. desire to enter into an agreement in the amount of \$207,232.00 for Professional Engineering Services for Winterset Woods & Sterling Hills Trunk Sewer Main (RFQ No. 196-31583); and,

WHEREAS, Burns and McDonnell Engineering Co., Inc. represents that the firm is equipped, competent, and able to undertake such an assignment.

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

SECTION 1. That an agreement for professional engineering services by and between the City of Lee's Summit, Missouri and Burns & McDonnell Engineering Co., Inc., generally for the purpose of the provision of engineering services to design Winterset Woods & Sterling Hills Trunk Sewer Main, a true and accurate copy being attached hereto and incorporated herein 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 _____, 2017.

Mayor Randall L. Rhoads

BILL NO. 17-54

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN
(RFQ NO. 196-31583)**

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Burns & McDonnell Engineering Co., Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for Winterset Woods & Sterling Hills Trunk Sewer Main (hereinafter "Project"); and

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

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

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

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

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

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

This project involves the replacement of approximately 3,100 feet of sewer trunk line in the Cedar Creek Watershed. The existing sanitary sewer lines do not have capacity to convey the predicted wet-weather flows nor meet the future needs of development in Sub-basins CC-03 and CC-04. Condition of the pipe is a concern. There has been one documented overflow in the last year. Design shall determine the best location for the replacement pipe along the adjacent stream. Several manholes are presently located in the stream bed. The upstream location is Manhole 28-098, approximately 2,000 feet west of Pryor Road. The approximate downstream location is Manhole 28-044, approximately 1,300 feet north of 3rd Street. A survey has already been completed of the project area and potential access points.

Key components of the project:

1. The line is in the proximity of and crosses the Kansas City Water Jackson-Cass Transmission Main requiring coordination with the Kansas City, MO Water Services Department.
2. The line is in the proximity of and crosses the Jackson County Rock Island Rail Corridor Authority property.

3. Fiber Optic lines are believed to be buried along the railroad corridor right-of-way.
4. There are four sewer connections to neighboring subdivisions along this stretch.
5. Easements will be required on about 12 properties along the main.
6. FEMA permits may be required for construction within the 100 year flood plain and stream. Stream bank stabilization and erosion control are major components of the project.
7. MDNR permits are required for sewer construction.
8. Corps of Engineers construction permits will be required for work within the stream channel. Several stream crossings may be required.
9. Access to the site.

Engineer shall provide the following professional engineering services to City ("Basic Services"):

SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER

A. PROJECT ADMINISTRATION / MANAGEMENT

1. Manage and administer project and allocate resources to complete the project within schedule and budget limitations. Prepare and submit a monthly invoice and progress report. Each invoice shall include the purchase order number, project number, unit rates/prices, and extended totals. The progress reports shall include an updated schedule, summary of work completed, outstanding project issues, potential scope adjustments, and a comparison of work completed compared against the budgeted amount.
2. Arrange and conduct a kickoff meeting with the City. Discussions shall be held to review and confirm the project goals and objectives, to evaluate basic concerns on objectives and implementation of the project, and to confirm the scope of work. Prepare agenda and minutes for meeting and distribute to meeting attendees.
3. Arrange and conduct project meetings as needed for milestone reviews with the City to discuss items such as coordination of work and responsibilities, project progress and deliverables review (including flow and capacity analysis, preliminary alignment, and 90% complete Contract Document review), schedules, and easement acquisition status. Prepare agenda and minutes for meeting and distribute to meeting attendees. Three project meetings are anticipated.

B. DATA COLLECTION AND REVIEW

1. Obtain and review existing information and data related to the project area, including topographic and property survey, record drawings, pipe television inspection video, property owner information, GIS data, previous applicable master plans and reports, applicable City design standards, and standard City specification and drawing standards.
2. Perform selected field checks as necessary to prepare the interceptor replacement design. Field checks will be performed to review alignment alternatives, inspect existing manholes, investigate streambank stability and erosion, and identify constructability and access concerns and alternatives. Documentation of field checks will be limited to recording inspection data necessary to adequately prepare design.

3. Conduct a reconnaissance-level fluvial geomorphic assessment of the existing stream in critical areas along the existing and proposed alignments to determine the impact of urbanization on channel morphology and infrastructure exposure and identify methods for restoring protecting proposed infrastructure and channel stability.
4. Conduct a desktop site assessment to comply with the Clean Water Act (CWA) Sections 404 and 401, and to determine if wetlands or other waters of the U.S. exist along the project route. This review will include analysis using U.S. Geological Survey (USGS) 7.5-minute topographic maps, National Wetland Inventory (NWI) maps, National Hydrography Dataset (NHD) information, the county soil survey, and available aerial photography. Following the desktop site assessment, conduct a pedestrian survey to evaluate the project route for the presence of wetlands or other waters of the U.S. according to U.S. Army Corps of Engineers (USACE) requirements. The pedestrian survey will consist of a site visit by a wetland scientist to identify any jurisdictional areas that may be present and to record the locations and boundaries using a Global Positioning System (GPS) unit with sub-meter accuracy. These potential jurisdictional areas will be delineated in accordance with the *1987 Corps of Engineers Wetlands Delineation Manual* (1987 Manual) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region Version 2.0* (2010 Regional Supplement). Gather information on the soils, wetland hydrology, and upland and wetland vegetation along the project route. The wetland scientist will assess whether a delineated area is likely to be considered under jurisdiction of the USACE by determining if a hydrologic connection to waters of the U.S. exists. As part of this effort, photographs will also be taken onsite to provide a visual documentation of any identified features.
Based on the desktop review and field delineation, prepare a wetland delineation letter report describing the background research, methodologies, and results.
5. Obtain protected species occurrence data from the U.S. Fish and Wildlife Service (USFWS) and Missouri Department of Conservation, Natural Heritage Program (MDC). The protected species occurrence data will be used to determine if any known occurrences of threatened species, endangered species, or designated critical habitats could potentially be affected by the project. Then, complete protected species habitat assessment field surveys along the pipeline route. During the protected species habitat assessment field surveys, the protected species occurrence data obtained from the USFWS and MDC will be confirmed and any previously unknown occurrences of protected species or potential protected species habitat will be identified and evaluated to determine if it could be impacted by the project. Any protected species or potential protected species habitat encountered during the protected species habitat assessment field surveys will be photographed and the location recorded using a GPS with sub-meter accuracy. The results of the protected species habitat assessment field surveys will be provided in habitat assessment letter reports that will be submitted to the City for review and comment. The habitat assessment letter reports will include a project description, maps, the results of the habitat assessment field surveys, site photographs, and will request agency concurrence with the findings. The habitat assessment letter reports that will be

- provided will be suitable for submittal to the USFWS and MDC.
6. Conduct a due diligence archaeological reconnaissance survey of the project area. Initial background research will include a review of the on-line Missouri archaeology database, the National Register of Historic Places database, historic maps, aerial photographs, soils data, and geological data. A summary survey letter report will be prepared and submitted to the City. It is assumed that the project work will not affect properties listed, or eligible for listing, in the National Register of Historic Places; no sites will be identified or recorded; and no artifacts will be collected.
 7. Coordinate the services of a geotechnical sub-consultant. Collect the following sub-surface information for the project:
 - a) At a depth as determined by the Engineer, soil borings shall be completed at up to three (3) locations determined by the Engineer.
 - b) If auger refusal is encountered, rock corings will be made to the depth specified by the Engineer.
 - c) Provide a written report containing the findings of the subsurface investigations.
 8. Stake the location of the borings in the field and provide a surface elevation at each boring.
 9. Request an Ownership Certification (an Ownership and Encumbrance report) from the City for properties anticipated to require new easements. Twelve properties are anticipated to require new easements. Using the title report information, position the existing property and lot lines on the horizontal control network. Notify the City of any discrepancies encountered in the layout of the properties. All existing sewers are assumed to lie within existing easements. Existing easements are assumed to include right of access/entrance for maintenance and repair activities.

C. PUBLIC NOTIFICATION AND COMMUNICATION

1. Assist the City in responding to inquiries from property owners, homeowner associations, utilities, public officials, other City departments, the Water Utilities Public Information Officer, KCMO Water Services Department, John Knox Village, and Jackson County Rock Island Rail Corridor Authority, during the duration of the design and bid phases of the project and document such correspondence. Provide copies of said documentation to the City regularly.
2. Schedule, facilitate, and assist the City in conducting one public notification open house meeting for the affected property owners to occur after the preliminary alignment has been set.
 - a) Establish meeting time and location with consultation from the City and make necessary arrangements for meeting. Space occupancy fees, if necessary, and refreshments, if desired, will be provided by the City.
 - b) Contact property owners within the project area by letter or email with the meeting time and location. Also notify Water Utilities Public Information Officer, City customer service representatives, other appropriate City departments and communication personnel, homeowners associations within the project area, and city council members whose districts fall within the project area. Obtain updated property owner list from the City. Submit meeting notice letter to the City for comment prior to mailing. Provide final meeting notice letter in electronic format to the City for incorporation into the project website.

- c) Prepare meeting agenda and sign-up sheets for public meeting. Submit meeting agenda to the City for comment prior to printing. Print adequate copies of agendas for anticipated number of meeting attendees.
 - d) As requested by the City, prepare and present exhibits in open house style. Review exhibits with the City prior to presentation. Attend public meeting and address technical questions posed by attendees.
3. Assist the City with development and maintenance of a project website by providing information on the project, such as project description, project location maps, key contacts, public meeting notices and presentations, major activities planned, public impacts, street closures, and general schedule. The City will upload information to the project website and host and maintain the project website.
 4. Attend site conferences with affected property owners to discuss project requirements and potential modifications with individuals or groups of property owners and HOA board. Twelve site conferences are anticipated.

D. DETAILED DESIGN

1. Utilizing data obtained through field investigations and flow data (existing and future anticipated flows) provided by others, perform a desktop hydraulic grade line (HGL) capacity analysis of the existing trunk sewer main to estimate the existing capacity of main. Size the proposed sewer in accordance with the City of Lee's Summit Design Criteria. Update the capacity analysis based on proposed and final alignments.
2. If wetlands or other waters of the U.S. do exist within the project and cannot be avoided, it is assumed that permanent impacts would be less than a 0.5-acre, thus qualifying the project for a USACE Nationwide Permit (NWP) 12 for Utility Line Activities. Prepare and submit the necessary pre-construction notification and NWP 12 permit application package to the USACE. The application package will include a cover letter that details the components of the package and requests the issuance of the necessary permits. Additionally, the application package will include a completed ENR4345 Permit Application Form, a copy of the wetland delineation report, and copies of other agency correspondence that have been obtained for the project. The City will be the permit holder and provide the application fees.
3. Prepare and submit Construction Permit application and application fee to MDNR. The City will be the permit holder and provide the application fees.
4. Obtain Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) data for the project footprint to determine if floodplain modeling (e.g., HEC-RAS study) and a floodplain development permit will be required from the City of Lee's Summit for the project. Prepare and submit the FEMA No-Rise Certification.
5. Stake the preliminary alignment in the field and walk the preliminary alignment with the City.
6. Coordinate project design with affected utility companies identified in the topographic and property survey and preliminary design. Provide one set of 60% complete Contract Drawings to the affected utilities for their review and comment. One meeting with the KCMO Water Services Department is anticipated.
7. Prepare preliminary Contract Drawings and design documents. Standard

documents will include hydraulic calculations, a title sheet, general layout sheet, drawing and symbols lists, sewer plan and profile sheets, easement layout/tract map, erosion control plans, streambank stabilization and restoration plans, standard detail sheet(s), and miscellaneous detail sheet(s). Project drawings shall conform to City drafting standards and minimum plan requirements. No rehabilitation design of existing infrastructure is anticipated. Incorporate City, utility company, and property owner review comments into preliminary documents as applicable.

8. Prepare preliminary Contract Specifications including: (1) utilization of the City's standard "front-end" contract documents, (2) City's Division 1 specifications, (3) Engineer's Supplemental Conditions, (4) technical specifications, and (5) Stormwater Pollution Prevention Plan (SWPPP). Incorporate City, utility company, and property owner review comments into preliminary documents as applicable.
9. Develop an erosion and sediment control plan to meet NPDES Phase 2 Storm Water, Missouri Department of Natural Resources (MDNR), and local jurisdiction requirements. Prepare a General Permit Application and SWPPP and submit to the City for submission to MDNR. The City will be the permit holder and provide the application fees. Outline in the construction Contract Documents that the Contractor will be required to implement the erosion and sediment control plan and keep a copy of the approved Notice of Intent (NOI) issued by MDNR and the erosion and sediment control plan on site. Incorporate the Notice of Transfer of Ownership into the Contract Documents.
10. Prepare and submit a City of Lee's Summit Land Disturbance Permit application and application fee to the City. The City will be the permit holder and provide the application fees.
11. Develop Engineer's Opinion of Probable Construction Cost for the project with a reasonable contingency. Incorporate City review comments into preliminary cost opinions as applicable.
12. Submit copies of the preliminary Contract Drawings, Contract Specifications, and Engineer's Opinion of Probable Construction Cost to the City for review and comment prior to the 60% and 90% complete design review progress meetings.
 - a) Contract Drawings: 5 copies; all copies – 24" x 36" size and properly bound.
 - b) Contract Specifications: 5 copies; all copies – 8 ½" x 11" size and properly bound.
 - c) Engineer's Opinion of Probable Construction Cost: 5 copies; all copies – 8 ½" x 11" size and stapled.
13. After completion of the topographic and property survey and preliminary design efforts, prepare legal descriptions of easements and easement exhibits for properties anticipated to require new permanent easements. The easement exhibit will show an easement number, owner's name(s), scale, north arrow, square footage of sanitary sewer easements and the location of all temporary and permanent easements. Easements shall be sealed by a licensed professional land surveyor. Provide easement descriptions to the City in Microsoft Word and pdf format for review. Incorporate review comments as necessary. Provide an overall easement layout map showing ownership names, easement and tract (PID) numbers, street names and property lines. Twelve

properties are anticipated to require new easements. Easements will be mailed to property owners by the City.

14. Submit copies of the final Contract Drawings and Contract Specifications for bidding and information purposes as follows:
 - a) Contract Drawings: 10 copies; all copies – 24" x 36" size and properly bound.
 - b) Electronic Contract Drawings: 1 copy; all copies – pdf.
 - c) Contract Specifications: 10 copies; all copies – 8 ½" x 11" size and properly bound.
 - d) Electronic Contract Specifications: 1 copy; all copies – pdf.
 - e) Engineer's Opinion of Probable Construction Cost: 10 copies; all copies – 8 ½" x 11" size.
 - f) Electronic Engineer's Opinion of Probable Construction Cost: 1 copy; all copies – pdf.
15. Revise alignment field staking and stake easements at approximately the 95% complete design stage.
16. After construction completion, prepare record drawings and submit to the City in Adobe format (pdf) for review. Incorporate review comments as necessary. Provide the City final record drawings in Adobe format (pdf). The record drawings shall incorporate changes shown on the red-line marked up Contractor's and the RPR's record sets of drawings, supplementary drawings, shop drawings, change orders, and other records of field changes.

E. BIDDING

1. Assist the City in establishing a bid opening date and coordinate distribution of Contract Documents in accordance with City purchasing procedures. Coordinate with the City purchasing plan room (QuestCDN) for document distribution.
2. Advise the City of any inquiries prior to the bid opening from contractors, subcontractors, suppliers, and public officials. Submit said documentation to the City.
3. Submit to the City, for approval, draft addenda to the Contract Documents as required. The City shall distribute all written addenda.
4. Schedule and conduct a pre-bid conference with the City and prospective bidders approximately 14 calendar days prior to bid opening to discuss the project requirements and bidder questions. Prepare agenda and meeting notes and issue notes in the form of an addendum.
5. Attend bid opening. Assist the City in reviewing the bids for completeness and accuracy.
6. Consult with, advise, and submit a written recommendation of contract award to the City on the responsibility and responsiveness of contractors, the acceptability of major subcontractors, substitute material and equipment proposed by project respondents. The Engineer shall review the following criteria in determination of contractor and subcontractor acceptability:
 - a) Contractors Certified Financial Statement.

- b) The contractor's and major sub-contractors' personnel and their relative experience, and the quality and availability of the equipment and machinery. The contractor and sub-contractor must also establish that the supervisor directly in charge of the work has been active in the category for which qualification is requested, for a continuous period of at least two (2) years within the last five (5) years preceding qualification application.
 - c) The contractor's and sub-contractor's performance of other similar contracts for public and private improvements.
 - d) Contact contractor's and sub-contractor's references.
 - e) The nature and extent of other contract commitments involving the use of the contractor's and sub-contractor's personnel, machinery, and equipment.
 - f) Whether or not the contractor or sub-contractors have been denied contract award by other public entities, and if so, the reasons thereof, including entity name, type of work, and date of denial.
 - g) Any other fact that would materially affect the ability of the contractor or sub-contractors to properly, adequately, expeditiously and satisfactorily prosecute the work.
7. Provide the successful Bidder with three (3) conformed sets of the Contract Documents for execution and insertion of the required bonds and insurance certificates with one extra copy of the agreement for execution. Ensure that the successful Bidder's insurance certificates and bonds are submitted to the City for review and approval prior to inserting in the Contract Documents. Two sets of Contract Documents will be delivered to the Contractor after being signed by City staff; one set will be kept by the Public Works Department. One signed agreement, along with the bonds and insurance certificates, will be delivered to the City Clerk's office.

**ARTICLE II
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

The following is a list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services"):

OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER

A. DATA COLLECTION AND REVIEW

- 1. Expose existing water transmission main to obtain visual verification of pipe location and depth.

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

City shall provide the following services to Engineer:

SCOPE OF SERVICES TO BE PROVIDED BY CITY

A. PROJECT ADMINISTRATION / MANAGEMENT

B. DATA COLLECTION AND REVIEW

1. Provide Engineer plats surrounding the project area; research deeds for existing easements and property descriptions.
2. Provide topographic survey of project area, including location of and rim and invert elevations of manholes, utility locations, property and easement locations, creek flow line elevations and top of bank elevations.
3. Provide Engineer existing available information including topographic and property survey, record drawings, pipe television inspection video, property owner information, GIS data, and previous applicable master plans and reports
4. Order and provide Engineer Ownership Certifications (an Ownership and Encumbrance report) for affected properties.

C. PUBLIC NOTIFICATION AND COMMUNICATION

1. Provide meeting location, space occupancy fees (if necessary), and refreshments (if desired) for open house public meetings.
2. Provide Engineer updated property owner list of properties affected by the project.
3. Upload project information to the project website and host and maintain the project website.

D. DETAILED DESIGN

1. Provide Engineer with anticipated development information that is not presented in the Master Plan.
2. Submit the General Permit Application, SWPPP, and permit fees to MDNR.
3. Mail easements to property owners and acquire necessary easements.
4. Provide Engineer with one copy of the City's current front-end documents and Division 1 specifications.
5. Coordinate project-related activities with other City departments and City leadership.
6. Be the permit holder and pay permit fees for all required permits.

E. BIDDING

1. Coordinate project-related activities with other City departments and City leadership.
2. Distribute Contract Documents and all addenda to potential bidders.
3. Maintain plan holders list.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of two hundred seven thousand two hundred thirty-two dollars and no cents. (\$207,232.00), according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of two hundred four thousand thirty-two dollars and no cents (\$204,032.00).
- B. The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of three thousand two hundred dollars and no cents (\$3,200.00).
- C. If so requested by Engineer, City will make payment monthly for Basic Services and Optional Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
 - 1. Project Name/Task Name/RFP Number/Description of Agreement.
 - 2. Invoice Number and Date.
 - 3. Purchase Order Number issued by City.
 - 4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
 - 5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
 - 6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.

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

ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

- A. **Preliminary Plan Services** – 90 days

B. Right-of-Way Services – Not Applicable

C. Final Design Services – 120 Days

D. Bid Phase Services – 90 Days

E. Prepare Record Drawings – 30 Days

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

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

ARTICLE VI INSURANCE

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.
- B. **NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. **INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a

Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.

D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:

1. Cover all sub-consultants in the Engineer's liability insurance policy or,
2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

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

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

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

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

J. **GENERAL INSURANCE PROVISIONS**

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

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

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

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. **EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

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

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer

for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. **COMPLIANCE WITH LAWS**: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER**: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES**: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. **ENGINEER'S ENDORSEMENT**: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- J. **INSPECTION OF DOCUMENTS**: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS**: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.

- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.
- M. **PROFESSIONAL RESPONSIBILITY:** Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. **CONFLICT:** In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. **OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE:** Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. **TAX EXEMPT:** City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. **SAFETY:** In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. **ANTI-DISCRIMINATION CLAUSE:** Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

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

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

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

and notices to Engineer shall be addressed to:

Cliff Cate, P.E.
Burns & McDonnell Engineering Co., Inc.
9400 Ward Parkway
Kansas City, MO 64114

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

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

Reserved.

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

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

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Deputy City Attorney

ENGINEER:

BY: Ron Coker, P.E.
TITLE: Senior Vice-President

ATTEST:

EXHIBIT A FEE ESTIMATE



TASK NO.	ACTIVITY DESCRIPTION / WORK TASKS	LABOR											SUBTOTAL HOURS	TOTAL LABOR COST
		Associate Engineer (Level 17)	Associate (Level 15)	Associate (Level 14)	Senior Engineer (Level 13)	Senior (Level 12)	Staff (Level 11)	Staff (Level 10)	Assistant Engineer (Level 9)	Assistant Engineer (Level 8)	Technician (Level 6)	General Office (Level 5)		
		\$247	\$239	\$227	\$219	\$197	\$178	\$163	\$144	\$119	\$78	\$62		
TASK A. PROJECT ADMINISTRATION / MANAGEMENT														
1.	Manage and Administer Project	4.0	0.0	28.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	41.0	\$8,530
2.	Conduct a Kickoff Meeting	0.0	0.0	4.0	4.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.5	\$1,894
3.	Conduct Project Meetings	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	\$5,352
	SUBTOTALS	4.0	0.0	44.0	20.5	0.0	0.0	0.0	0.0	0.0	0.0	5.0	73.5	\$15,776
TASK B. DATA COLLECTION AND REVIEW														
1.	Review Existing Project-Related Information and Data	0.0	0.0	2.0	4.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	10.0	\$1,806
2.	Perform Field Checks to Prepare Design	0.0	0.0	3.0	11.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	19.0	\$3,685
3.	Conduct Reconnaissance-Level Fluvial Geomorphic Assessment	0.0	15.0	0.0	7.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	22.5	\$5,228
4.	Conduct Desktop Assessment and Pedestrian Survey for Wetlands Determination	0.0	0.0	0.0	4.0	0.0	0.0	24.0	0.0	12.0	0.0	0.0	40.0	\$6,216
5.	Conduct Desktop Assessment and Pedestrian Survey for Protected Species Habitat Determination	0.0	0.0	0.0	2.0	0.0	0.0	0.0	12.0	2.0	0.0	0.0	16.0	\$2,404
6.	Conduct Archaeological Reconnaissance Survey	0.0	0.0	1.0	0.0	0.0	29.0	0.0	0.0	0.0	0.0	0.0	30.0	\$5,389
7.	Geotechnical Services	0.0	0.0	1.0	1.0	3.5	0.0	0.0	0.0	0.0	0.0	0.0	5.5	\$1,136
8.	Stake Geotechnical Borings in the Field	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	\$219
9.	Request O&E Reports and Position on the Control Network	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	4.0	\$576
	SUBTOTALS	0.0	15.0	7.0	31.5	3.5	29.0	24.0	12.0	26.0	0.0	0.0	148.0	\$26,658
TASK C. PUBLIC NOTIFICATION AND COMMUNICATION														
1.	Respond to Inquiries from Stakeholders	0.0	0.0	6.0	8.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	18.0	\$3,590
2.	Conduct Public Notification Open House Meeting (After Preliminary Alignment is Set)	0.0	0.0	8.0	6.0	0.0	0.0	0.0	0.0	18.0	4.0	0.0	36.0	\$5,584
3.	Assist with Development and Maintenance of Project Website	0.0	0.0	3.5	0.0	0.0	0.0	0.0	0.0	3.5	0.0	0.0	7.0	\$1,211
4.	Attend Site Conferences with Affected Property Owners	0.0	0.0	27.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	27.0	\$6,129
	SUBTOTALS	0.0	0.0	44.5	14.0	0.0	0.0	0.0	0.0	25.5	4.0	0.0	88.0	\$16,514
TASK D. DETAILED DESIGN														
1.	Perform Desktop Hydraulic Grade Line Interceptor Capacity Analysis	0.0	0.0	4.0	4.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	20.0	\$3,740
2.	Prepare USACE Nationwide Permit 12 for Utility Line Activities Application	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	9.0	\$1,179
3.	Prepare MDNR Construction Permit Application	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	6.0	\$922
4.	Confirm Permitting Requirements and Prepare FEMA No-Rise Certification	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	14.0	0.0	0.0	16.0	\$2,112
5.	Stake the Preliminary Alignment and Walk Alignment with City	0.0	0.0	4.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	\$2,222
6.	Coordinate Project Design with Affected Utility Companies	0.0	0.0	3.0	8.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	14.0	\$2,790
7.	Prepare Preliminary Contract Drawings and Design Documents	0.0	20.0	22.0	54.0	0.0	0.0	20.0	0.0	202.0	0.0	0.0	318.0	\$48,898
8.	Prepare Preliminary Contract Specifications	0.0	0.0	18.0	22.0	0.0	0.0	0.0	0.0	23.0	0.0	0.0	63.0	\$11,641
9.	Develop Erosion and Sediment Control Plan	0.0	0.0	2.0	7.0	24.0	0.0	0.0	0.0	8.0	0.0	0.0	41.0	\$7,667
10.	Prepare City of Lee's Summit Land Disturbance Permit	0.0	0.0	0.0	1.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	\$1,007
11.	Prepare Engineer's Opinion of Probable Construction Cost	0.0	0.0	2.0	10.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	15.0	\$3,001
12.	Submit Preliminary Design Documents to City for Review and Comment	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	6.0	8.0	0.0	16.0	\$1,792
13.	Prepare Easement Exhibits and Legal Descriptions	0.0	0.0	2.0	7.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	17.0	\$2,939
14.	Submit Final Design Documents to City for Bidding	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	3.0	4.0	0.0	8.0	\$896
15.	Stake the Final Alignment and Easements	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	\$219
16.	Prepare Record Drawings	0.0	0.0	3.0	3.0	0.0	0.0	0.0	0.0	22.0	0.0	0.0	28.0	\$3,956
	SUBTOTALS	0.0	20.0	66.0	125.0	28.0	0.0	32.0	0.0	304.0	12.0	0.0	587.0	\$94,981
TASK E. BIDDING														
1.	Assist with Bid Document Distribution	0.0	0.0	0.5	2.0	0.0	0.0	2.0	0.0	2.0	0.0	0.0	6.5	\$1,116
2.	Advise the City on Bid Inquiries	0.0	0.0	3.0	4.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	8.0	\$1,676
3.	Prepare Draft Contract Document Addenda	0.0	0.0	3.0	8.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	15.0	\$2,909
4.	Schedule and Conduct Pre-Bid Conference	0.0	0.0	4.5	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.5	\$2,336
5.	Attend Bid Opening and Review Bids	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	\$681
6.	Prepare Written Recommendation of Contract Award	0.0	0.0	2.0	8.5	0.0	0.0	0.0	0.0	2.0	0.0	0.0	12.5	\$2,554
7.	Prepare Conformed Contract Documents and Provide Copies to Successful Bidder	0.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	5.0	\$813
	SUBTOTALS	0.0	0.0	16.0	31.5	0.0	0.0	2.0	0.0	9.0	2.0	0.0	60.5	\$12,084
TOTALS (BASIC SERVICES)														
	Total Labor Hours	4.0	35.0	177.5	222.5	31.5	29.0	58.0	12.0	364.5	18.0	5.0	957.0	
	Total Labor Cost	\$988	\$8,365	\$40,293	\$48,728	\$6,206	\$5,162	\$9,454	\$1,728	\$43,376	\$1,404	\$310		\$166,012
	Total Expense Quantities													
	Total Expense Cost													
TOTAL														
OPTIONAL SERVICES														
1.	Expose Existing Water Transmission Main	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0
	SUBTOTALS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0
TOTALS (BASIC + OPTIONAL SERVICES)														
	Total Labor Hours	4.0	35.0	177.5	222.5	31.5	29.0	58.0	12.0	364.5	18.0	5.0		
	Total Labor Cost	\$988	\$8,365	\$40,293	\$48,728	\$6,206	\$5,162	\$9,454	\$1,728	\$43,376	\$1,404	\$310		\$166,012
	Total Expense Quantities													
	Total Expense Cost													
TOTAL														

EXHIBIT A FEE ESTIMATE



TASK NO.	ACTIVITY DESCRIPTION / WORK TASKS	EXPENSES					TOTAL EXPENSE COST	TOTAL COST	
		MISCELLANEOUS EXPENSES			SUBCONSULTANT EXPENSES				
		Mileage (per mile) \$0.535	Printing and Postage (per lot) \$50	Technology Charge (per hour) \$9.95	Anderson Survey Company (lump sum)	Wiedenmann, Inc. (lump sum)			KCTE (lump sum)
TASK A. PROJECT ADMINISTRATION / MANAGEMENT									
1.	Manage and Administer Project	0	0.0	41.0	\$0	\$0	\$0	\$408	\$8,938
2.	Conduct a Kickoff Meeting	30	0.5	8.5	\$0	\$0	\$0	\$126	\$2,019
3.	Conduct Project Meetings	90	1.5	24.0	\$0	\$0	\$0	\$362	\$5,714
	SUBTOTALS	120	2.0	73.5	\$0	\$0	\$0	\$896	\$16,671
TASK B. DATA COLLECTION AND REVIEW									
1.	Review Existing Project-Related Information and Data	0	0.0	10.0	\$0	\$0	\$0	\$100	\$1,906
2.	Perform Field Checks to Prepare Design	60	0.0	19.0	\$0	\$750	\$0	\$971	\$4,656
3.	Conduct Reconnaissance-Level Fluvial Geomorphic Assessment	30	0.0	22.5	\$0	\$0	\$0	\$240	\$5,467
4.	Conduct Desktop Assessment and Pedestrian Survey for Wetlands Determination	30	0.0	40.0	\$0	\$0	\$0	\$414	\$6,630
5.	Conduct Desktop Assessment and Pedestrian Survey for Protected Species Habitat Determination	30	0.0	16.0	\$0	\$0	\$0	\$175	\$2,579
6.	Conduct Archaeological Reconnaissance Survey	30	0.0	30.0	\$0	\$0	\$0	\$315	\$5,704
7.	Geotechnical Services	0	0.0	5.5	\$0	\$250	\$5,200	\$5,505	\$6,640
8.	Stake Geotechnical Borings in the Field	0	0.0	1.0	\$1,500	\$0	\$0	\$1,510	\$1,729
9.	Request O&E Reports and Position on the Control Network	0	0.0	4.0	\$0	\$0	\$0	\$40	\$616
	SUBTOTALS	180	0.0	148.0	\$1,500	\$1,000	\$5,200	\$9,269	\$35,927
TASK C. PUBLIC NOTIFICATION AND COMMUNICATION									
1.	Respond to Inquiries from Stakeholders	0	0.0	18.0	\$0	\$0	\$0	\$179	\$3,769
2.	Conduct Public Notification Open House Meeting (After Preliminary Alignment is Set)	30	2.5	36.0	\$0	\$0	\$0	\$499	\$6,083
3.	Assist with Development and Maintenance of Project Website	0	0.0	7.0	\$0	\$0	\$0	\$70	\$1,281
4.	Attend Site Conferences with Affected Property Owners	360	0.0	27.0	\$0	\$0	\$0	\$461	\$6,590
	SUBTOTALS	390	2.5	88.0	\$0	\$0	\$0	\$1,209	\$17,723
TASK D. DETAILED DESIGN									
1.	Perform Desktop Hydraulic Grade Line Interceptor Capacity Analysis	0	0.0	20.0	\$0	\$0	\$0	\$199	\$3,939
2.	Prepare USACE Nationwide Permit 12 for Utility Line Activities Application	0	0.0	9.0	\$0	\$0	\$0	\$90	\$1,269
3.	Prepare MDNR Construction Permit Application	0	0.0	6.0	\$0	\$0	\$0	\$60	\$982
4.	Confirm Permitting Requirements and Prepare FEMA No-Rise Certification	0	0.0	16.0	\$0	\$0	\$0	\$159	\$2,271
5.	Stake the Preliminary Alignment and Walk Alignment with City	30	0.0	10.0	\$3,600	\$0	\$0	\$3,716	\$5,938
6.	Coordinate Project Design with Affected Utility Companies	10	0.0	14.0	\$0	\$0	\$0	\$145	\$2,935
7.	Prepare Preliminary Contract Drawings and Design Documents	0	0.0	318.0	\$0	\$1,000	\$0	\$4,164	\$53,062
8.	Prepare Preliminary Contract Specifications	0	0.0	63.0	\$0	\$500	\$0	\$1,127	\$12,768
9.	Develop Erosion and Sediment Control Plan	0	0.0	41.0	\$0	\$0	\$0	\$408	\$8,075
10.	Prepare City of Lee's Summit Land Disturbance Permit	0	0.0	5.0	\$0	\$0	\$0	\$50	\$1,057
11.	Prepare Engineer's Opinion of Probable Construction Cost	0	0.0	15.0	\$0	\$2,000	\$0	\$2,149	\$5,150
12.	Submit Preliminary Design Documents to City for Review and Comment	0	20.0	16.0	\$0	\$0	\$0	\$1,159	\$2,951
13.	Prepare Easement Exhibits and Legal Descriptions	0	0.0	17.0	\$3,000	\$0	\$0	\$3,169	\$6,108
14.	Submit Final Design Documents to City for Bidding	0	20.0	8.0	\$0	\$0	\$0	\$1,080	\$1,976
15.	Stake the Final Alignment and Easements	0	0.0	1.0	\$8,000	\$0	\$0	\$8,010	\$8,229
16.	Prepare Record Drawings	0	0.0	28.0	\$0	\$0	\$0	\$279	\$4,235
	SUBTOTALS	40	40.0	587.0	\$14,600	\$3,500	\$0	\$25,962	\$120,943
TASK E. BIDDING									
1.	Assist with Bid Document Distribution	0	0.0	6.5	\$0	\$0	\$0	\$65	\$1,180
2.	Advise the City on Bid Inquiries	0	0.0	8.0	\$0	\$0	\$0	\$80	\$1,756
3.	Prepare Draft Contract Document Addenda	0	0.0	15.0	\$0	\$0	\$0	\$149	\$3,058
4.	Schedule and Conduct Pre-Bid Conference	30	0.0	10.5	\$0	\$0	\$0	\$121	\$2,456
5.	Attend Bid Opening and Review Bids	30	0.0	3.0	\$0	\$0	\$0	\$46	\$727
6.	Prepare Written Recommendation of Contract Award	0	0.0	12.5	\$0	\$0	\$0	\$124	\$2,678
7.	Prepare Conformed Contract Documents and Provide Copies to Successful Bidder	0	1.0	5.0	\$0	\$0	\$0	\$100	\$913
	SUBTOTALS	60	1.0	60.5	\$0	\$0	\$0	\$684	\$12,768
TOTALS (BASIC SERVICES)									
	Total Labor Hours								
	Total Labor Cost								
	Total Expense Quantities	790	45.5	957.0					
	Total Expense Cost	\$423	\$2,275	\$9,522	\$16,100	\$4,500	\$5,200	\$38,020	
	TOTAL								\$204,032
OPTIONAL SERVICES									
1.	Expose Existing Water Transmission Main	0	0.0	0.0	\$0	\$3,200	\$0	\$3,200	\$3,200
	SUBTOTALS	0	0.0	0.0	\$0	\$3,200	\$0	\$3,200	\$3,200
TOTALS (BASIC + OPTIONAL SERVICES)									
	Total Labor Hours								
	Total Labor Cost								
	Total Expense Quantities	790	45.5	957.0					
	Total Expense Cost	\$423	\$2,275	\$9,522	\$16,100	\$7,700	\$5,200	\$41,220	
	TOTAL								\$207,232

CITY OF LEE'S SUMMIT

Final Interview Composite Ranking Sheet for RFQ

	Firm's Name	Firm's Name	Firm's Name
RFQ No. 196-31583 Project: Winterset Woods & Sterling Hills Turnk Sewer Main	Bartlet & West	Burns & McDonnel	HDR
Final ranking of firms by evaluation committee	2	1	3
Criteria used to evaluate firms on interview presentation as follows:			
Experience and availability of key personnel;			
Responsiveness;			
Experience on similar projects;			
Familiarity with and proximity to the geographic location of the project.			
Quality control during design.			
Project Approach/Work Plan; and			
Critical Issues and Approaches to Solutions.			
Project Schedule (realistic; achievable; timely)			
Quality of previous projects			
Capability to complete projects without having major cost escalations or overruns			
Understand the primary purpose and objectives of project			
Address the 5 W's? (who, what, when, where, why)			
Comments			

Packet Information

File #: BILL NO. 17-55, **Version:** 2

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Last fall, the City of Lee's Summit was approached by Prarie Township Fire District about an issue with a failing septic system at their station located at 11010 Milton Thompson Rd, Lee's Summit. Lee's Summit Water Utilities currently provides water service to this location and is now being asked to provide sewer service to this location. After discussions between Lee's Summit staff and the fire district it was determined the best course of action would be to provide access to the Lee's Summit sewer system and bill them for sewer service as we currently do for water.

The reason this requires council approval is that this strucutre is located outside the corporate limits of the City of Lee's Summit and as per Section 6500 Design of Sanitary Sewer in the City of Lee's Summit Design and Construction Manual Section F. 1. j. "Individual building sewer stubs shall not be allowed to connect into the public sanitary sewer main if the property of service is not within the corporate limits of the City of Lee's Summit."

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Jeff Thorn Assistant Director of Engineering Services.

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 17-55

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE PRAIRIE TOWNSHIP FIRE PROTECTION DISTRICT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, AND AUTHORIZING A ONE-TIME, NON-PRECEDENT SETTING EXCEPTION TO SECTION 6500.F.1.j. OF THE CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ALLOW A SANITARY SEWER CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM FROM A LOCATION OUTSIDE THE CORPORATE LIMITS OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") is a municipal corporation operating and existing under the laws of the State of Missouri; and,

WHEREAS, the Prairie Township Fire Protection District (hereinafter "the District") is a Missouri political subdivision organized and existing under the laws of the State of Missouri for the primary purpose of supplying protection by any available means to persons and property against injuries and damage from fire and from hazards which do or may cause fire; and,

WHEREAS, the District fire station is located at 11010 S. Milton Thompson Road, unincorporated Jackson County, Missouri, immediately adjacent to the corporate limits of the City; and,

WHEREAS, the District currently operates using a private septic system for the removal of wastewater; and,

WHEREAS, due to the current configuration and location of lateral lines servicing the private septic system, as well as damage that the current system has suffered, the District has determined that it is necessary to upgrade its wastewater removal system; and,

WHEREAS, the City's sanitary sewer system has a main line that is approximately 3,000 feet from the District fire station; and,

WHEREAS, the District has requested that the City allow a connection from the District fire station to the City's sanitary sewer system for express purpose of providing the District sanitary sewer service; and,

WHEREAS, the City has reviewed the expected impact of flows on the system from a potential connection from the District fire station, and has determined that there are no concerns regarding capacity or other service related issues; and,

WHEREAS, the District already receives its' water service from the City; and,

WHEREAS, the District would be responsible for all construction and related costs to connect the District fire station to the City's sewer main, including costs for and acquisition of necessary easements for construction, and would be billed at the regular rate for all sewer services provided to District by the City; and,

BILL NO. 17-55

WHEREAS, Pursuant to Section 6500.F.1.j of the City of Lee's Summit Design and Construction Manual, individual sanitary sewer connections are not allowed for properties located outside the corporate limits of the City; and,

WHEREAS, Section 32.240 of the City of Lee's Summit Code of Ordinances, "the City may enter into contracts with any person, including municipalities, sanitary districts, and other political subdivisions and public bodies, for the rendering of any unusual or extraordinary sewerage service; provided, however, that the rates or charges to be paid thereunder shall not be less than an amount which is fair and equitable, taking into account the cost to the City of providing such services;" and,

WHEREAS, in the interest of providing cooperative assistance to the District, a political subdivision, and in light of the minimal impact on the City's sewer system, City desires to authorize a one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual in order to allow the District, which is located outside the corporate limits of the City, to obtain sanitary sewer service from the City; and,

WHEREAS, in an effort to comply with Section 32.240 of the City of Lee's Summit Code of Ordinances, as well as in order to effectuate the one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual, the parties have jointly negotiated an Intergovernmental Agreement, attached hereto as "Exhibit A" and incorporated herein as though fully set forth, which sets forth the understandings and expectations of the provision of sewer service to the District.

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

SECTION 1. That the Intergovernmental Agreement for the Provision of Sanitary Sewer Service by and between the City of Lee's Summit, Missouri and the Prairie Township Fire Protection District, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth, be and is hereby approved and the Mayor is authorized to execute the same by and on behalf of the City.

SECTION 2. That a one-time exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual is hereby authorized to allow a sanitary sewer connection to be constructed from the City's sanitary sewer main from the District fire house located outside the corporate limits of the City, located at 11010 S. Milton Thompson Road, Lee's Summit, Missouri 64086, and that all costs for connection shall be borne by the District.

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

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

Mayor Randall L. Rhoads

BILL NO. 17-55

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SEWER SERVICES FOR THE PRAIRIE
TOWNSHIP FIRE PROTECTION DISTRICT HEADQUARTERS**

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the **City of Lee's Summit, Missouri**, a municipal corporation organized and existing pursuant to the laws of the State of Missouri (hereinafter "City") and **the Prairie Township Fire Protection District**, a Missouri political subdivision organized and existing under the laws of the State of Missouri.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") is a municipal corporation operating and existing under the laws of the State of Missouri; and,

WHEREAS, the Prairie Township Fire Protection District (hereinafter "the District") is a Missouri political subdivision organized and existing under the laws of the State of Missouri for the primary purpose of supplying protection by any available means to persons and property against injuries and damage from fire and from hazards which do or may cause fire; and

WHEREAS, the District fire station is located at 11010 S. Milton Thompson Road, unincorporated Jackson County, Missouri, immediately adjacent to the corporate limits of the City; and

WHEREAS, the District currently operates using a private septic system for the removal of wastewater; and,

WHEREAS, due to the current configuration and location of lateral lines servicing the private septic system, as well as damage that the current system has suffered, the District has determined that it is necessary to upgrade its wastewater removal system; and,

WHEREAS, the City's sanitary sewer system has a main line that is approximately 3,000 feet from the District fire station; and,

WHEREAS, the District has requested that the City allow a connection from the District fire station to the City's sanitary sewer system for express purpose of providing the District sanitary sewer service; and,

WHEREAS, the City has reviewed the expected impact of flows on the system from a potential connection from the District fire station, and has determined that there are no concerns regarding capacity or other service related issues; and,

WHEREAS, the District already receives its' water service from the City; and,

WHEREAS, the District would be responsible for all construction and related costs to connect the District fire station to the City's sewer main, including costs for and acquisition of necessary easements for construction, and would be billed at the regular rate for all sewer services provided to District by the City; and,

WHEREAS, Pursuant to Section 6500.F.1.j of the City of Lee's Summit Design and Construction Manual, individual sanitary sewer connections are not allowed for properties located outside the corporate limits of the City; and,

WHEREAS, Section 32.240 of the City of Lee's Summit Code of Ordinances, "the City may enter into contracts with any person, including municipalities, sanitary districts, and other political subdivisions and public bodies, for the rendering of any unusual or extraordinary sewerage service; provided, however, that the rates or charges to be paid thereunder shall not be less than an amount which is fair and equitable, taking into account the cost to the City of providing such services;" and,

WHEREAS, in the interest of providing cooperative assistance to the District, a political subdivision, and in light of the minimal impact on the City's sewer system and the unique facts and circumstances described herein, City desires to authorize a one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual in order to allow the District, which is located outside the corporate limits of the City, to obtain sanitary sewer service from the City; and,

WHEREAS, in an effort to comply with Section 32.240 of the City of Lee's Summit Code of Ordinances, as well as in order to effectuate the one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual, the parties have jointly negotiated various terms and conditions, to be outlined herein, which set forth the understandings and expectations of the provision of sewer service to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Connection to City of Lee's Summit Sanitary Sewer Mains. The City hereby authorizes a one-time, non-precedent setting exception to Section 6500.F.1.j. of the City of Lee's Summit Design and Construction Manual in order to allow District, which is physically located outside the corporate limits of the City, to obtain sanitary sewer service from the City. District shall, at its sole expense, cause its sewerage system on and from its' property to be connected to the City's sanitary sewer system at such place or places which have been designated by the City of Lee's Summit Water Department Assistant Director of Engineering Services or his designees.

2. Compliance with City of Lee's Summit Code. Subject to the exception listed in No. 1, above, the District shall in all respects comply with the City of Lee's Summit Code, as amended, in making its connection(s) to the City's sanitary sewer system, and during the term of this Agreement.

3. Permit, Inspections and Connections. The District shall be responsible for obtaining all necessary permits prior to the commencement of any work related to this Intergovernmental Agreement; and shall further be responsible for any of the customary fees assessed by City for permits, inspections, and connections. District will be responsible for obtaining a private inspection of the improvements by the engineer of record to validate that the installation was in accordance with design standards and shall be responsible for providing documentation and necessary approvals of the

inspection to City prior to commencement of service. District shall also be responsible for payment of all sewer connection fees as established by City Ordinance. District shall submit all plans for improvements through the City's normal permitting and planning process, and District further agrees to pay any and all customary review and inspection costs as established by the City.

4. Charges for Sewer Service. District shall pay to City rates for sewer service as established by the City and as may be amended from time to time. The City shall have the sole discretion in determining charges for providing sewer service. District shall receive no cost reduction or discount for sewer services. District shall be billed for services on the same bill as District currently receives for water service, and shall continue to make payment in the same manner as payment is made for water service.

5. Maintenance and Remediation. Upon notification, from City or any other source, of a leak, disturbance in the line, odor complaint or other issue related to sewer service as determined in the sole discretion of City, District agrees that it shall immediately cease use of the system and shall, within 48 hours of receipt of notice from City, cause any repairs or remedial activities to take place within 48 hours of receipt of notice from City.

In the event City receives a notice of violation or any other notification in connection with the District's sewer service from the State of Missouri or any other regulatory agency which has authority over sanitary sewerage, City shall forward said notice of violation or notification to District within ten (10) business days, and shall provide District a reasonable opportunity to respond to the same. District agrees to cooperate with City in remediation of any notice of violation or notification and to work in conjunction with City to bring any said violations into compliance.

6. Sale or Other Property Disposition. The provision of sewer service to District as contained in the terms of this Agreement is non-transferable. In the event of sale or other conveyance of the property owned by District, or in the event that said property ceases use as a Fire Station for District's purposes, subject to the Annexation provisions contained in Section 8 of this Agreement, District shall be required to disconnect service immediately upon conveyance or the commencement of alternative use.

7. Intent to Record Memorandum of Agreement with Jackson County Recorder of Deeds. City and District agree that City shall file a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri.

8. Voluntary Annexation. The District acknowledges that the City of Lee's Summit has a requirement that property be annexed when it becomes contiguous to the City's boundaries when the property has received sanitary sewer service in advance of actual annexation. However, to permit the District to keep the property within its District boundaries, the City is agreeable to allowing the property to be annexed at the time of sale or when it no longer serves as a Fire/Ambulance Station. Therefore, District agrees that it shall voluntarily annex the District Property into the City of Lee's Summit prior to the sale of the District Property to another or upon a change in use so the District Property no longer serves as a fire or ambulance station in support of the District's governmental functions.

9. Termination. Either party may terminate this Intergovernmental Agreement for cause by giving the breaching party sixty (60) days written notice

10. Indemnification and Insurance.

- (a) To the extent permitted by law, the District shall indemnify and hold City harmless from any and all claims, damages, suits, losses, judgments, costs, fines or expenses, including attorneys fees, on account of injury to or death of any and all persons whomever, as well as any or all loss or destruction or damage to property, and from any regulatory agency's action concerning the discharge effluent of District arising in any way out of the construction of or connection to City's sanitary sewer system. District further agrees to indemnify City for any fine or penalty, including administrative costs and attorneys fees which may be levied against City by the State of Missouri or any other regulatory agency in connection with District's connection to City's sanitary sewer system or any violation related thereto.
- (b) During the construction and connection to City's sanitary sewer main, District shall provide evidence of general liability insurance coverage in an amount not less than \$2,000,000 per occurrence, naming the City as additional insured. Such coverage shall be primary for any and all work undertaken in connection with this Intergovernmental Agreement.

11. Applicable Law. This Intergovernmental Agreement shall be governed by and construed according to the laws of the State of Missouri, and jurisdiction shall be proper in Jackson County at Independence.

12. Binding Effect. This Intergovernmental Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, elected officials, agents, attorneys, employees, successors and assigns.

13. Assignment. Except as otherwise provided herein, neither the City nor the District shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior written consent of the other party.

14. Notice. Any notice required under the terms of this Intergovernmental Agreement shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City: City of Lee's Summit
 Attn: City Manager
 220 SE Green Street
 Lee's Summit, Missouri 64063

If to District: Prairie Township Fire Protection District

11010 S. Milton Thompson Road
Lee's Summit, Missouri 64086

15. Headings. The headings in this Intergovernmental Agreement have been inserted for convenience of reference only, and shall not be deemed to modify or restrict any provision hereof, nor be used to construe any such provision.

16. Entire Agreement. The terms and conditions herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof, and this Agreement may only be amended, altered, or modified in writing, and executed by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed this _____ day of _____, 2017.

CITY OF LEE'S SUMMIT, MISSOURI

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

**PRAIRIE TOWNSHIP FIRE
PROTECTION DISTRICT**

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Packet Information

File #: BILL NO. 17-56, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

Key Issues:

- The SW Jefferson Street project from Persels to Oldham was authorized by Council in February 2016 and then formally approved in June 2016 as part of FY 2017 Capital Improvement Plan (CIP)
- The project will be funded using cost savings from the voter-approved 2007 CIP Sales Tax Renewal
- City Staff Issue RFQ No. 419-32272 to conduct a Qualification Based Selection for professional engineering services, in accordance with state statutes and local procurement Policies
- George Butler Associates, Inc. was selected for the project and satisfactorily conducted negotiations for scope and fee with City Staff

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

Background:

The project will promote economic development in the area and improve capacity. The project will be built in coordination with the MoDOT improvements to US 50 and M291 South interchange project, and proposed development work along the M291 corridor. The improvements will match the Jefferson Street improvement south of Persels, that include building a 3-lane road, sidewalk, multi-use path, curb and gutter, enclosed storm drain, street lighting, and utility relocations. This project is funded by the CIP sales tax renewal, with water

and sewer relocates funded by Water Utilities. This work was coordinated with the 291 corridor master planning study and downtown trail connection project.

Public Works issued RFQ 419-32272. The RFQ was advertised in the City website and www.PublicPurchase.com. Engineering firms were notified by Public Purchase for access to the documents and 15 firms were notified by email. Ten firms submitted statements of qualifications prior to the November 22, 2016 closing date. All submittals were evaluated by a City Staff evaluation team composed of five personnel with representatives from Public Works.

Impact/Analysis:

Timeline:

Estimated Start: March 2017
Estimated Finish: February 2018

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Mark Green, Staff Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

BILL NO. 17-56

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND GEORGE BUTLER ASSOCIATES, INC. IN THE AMOUNT OF \$272,114.00 FOR PROFESSIONAL ENGINEERING SERVICES FOR SW JEFFERSON ST (PERSELS RD TO OLDHAM PKWY) (RFQ NO. 419-32272).

WHEREAS, City intends to utilize engineering services for SW Jefferson Street (Persels Rd to Oldham Pkwy) (hereinafter "Project") and utilizes a qualifications based selection process for engineering services; and,

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

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

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

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

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

SECTION 1. That an agreement for professional engineering services by and between the City of Lee's Summit, Missouri and George Butler Associates, Inc., generally for the purpose of the provision of engineering services to design Jefferson Street between Persels Road and Oldham Parkway, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

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

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO. 17-56

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

City Attorney Brian W. Head

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR SW JEFFERSON ST. (PERSELS RD TO OLDHAM PKWY)
(RFQ NO. 419-32272)**

THIS AGREEMENT made and entered into this ____ day of _____, 2017 by and between the City of Lee's Summit, Missouri (hereinafter "City"), and George Butler Associates, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for SW Jefferson Street (Persels Rd to Oldham Pkwy) (hereinafter "Project"); and

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

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

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

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

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

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

Engineer shall provide the following professional engineering services to City ("Basic Services"):

Project Description:

The project will improve Jefferson Street from Persels Road to the future intersection by others with Oldham Road, approximately ¼ mile long. The improvements include widening and reconstruction of Jefferson Street to a three-lane facility with turn lanes, curb and gutter, enclosed storm drain system, water line relocation, sanitary sewer adjustment, sidewalk, multi-use path, and street lighting. In addition, the existing driveways will be improved to accommodate the improved roadway.

A. Data Collection & Surveying:

1. Perform records research for project area.
2. Establish horizontal and vertical control to be used for project survey and construction of improvements.
3. Perform Topographical Survey locating planimetric features, detailing storm, and sanitary structures to one structure outside of area and locating underground utilities as marked by Missouri One-Call.
4. Prepare basemap of field surveyed information, property and title work to design proposed improvements from.
5. Prepare Legal and Exhibits of proposed Right of Way and Easement takings for potentially 15 affected properties.
6. Perform pick up surveys of critical items that may come up during the design phase of the project.
7. If required for the project, complete and file section corner reports with county and state.
8. Collect and review CITY's available information that addresses water and sewer utilities within the project area. Determine which portions of existing water mains and sanitary sewers are in an existing easement and which are in right-of-way. Obtain available pipeline condition assessment reports from CITY, and determine which sections of pipeline, if any, need additional condition assessment investigation. Condition assessment is not part of this scope of work, but could be added by amendment if the need is discovered.

B. Conceptual Design Phase:

1. Administration: General project coordination, including internal design team and sub consultants, and regular communication with CITY, including monthly invoice preparation.
2. Progress Meetings: ENGINEER will attend one (1) kick-off meeting and one (1) conceptual review meeting with CITY for a total of two (2) meetings.
3. Design Criteria Memorandum: Provide a written design memorandum outlining the design decisions made during concept phase and establish a written record of design criteria to be used for final design. Design criteria shall follow the City of Lee's Summit's Design criteria and policies unless otherwise specified.
4. Typical Section/Alignment/Profile Alternative Analysis: Geometry will be for a three-lane section. Evaluate alternatives to minimize impacts to adjacent property owners.
5. Geometric Layout & Horizontal/Vertical Alignment: Provide concept alignment and profile layout with curb, sidewalk, multi-use path, and other information necessary to convey the general intent of the project. Develop plan/profile

strip map for review meeting with CITY.

6. Construction Limits/3D Modeling: Develop 3D model to evaluate alternatives and set conceptual construction limits.
7. Water and Sewer Utilities Layout: Collect and review the Owner's available information that addresses water and sewer utilities within the project area. Determine which portions of existing water mains and sanitary sewers are in an existing easement and which are in street ROW. Obtain available pipeline condition assessment reports from Owner, and determine which sections of pipeline, if any, need additional condition assessment investigation. Develop a conceptual layout of the alignment using existing as-built drawings and Owner-provided information.
8. Construction Cost Estimate: Develop an initial opinion of probable cost based on conceptual layout.

C. Preliminary Design Phase:

1. Administration: General project coordination, including internal design team and sub consultants, and regular communication with CITY, including monthly invoice preparation.
2. Progress Meetings: ENGINEER will attend one (1) progress meeting with CITY.
3. Stakeholder Engagement: Attend one (1) public meeting to present project overview with stakeholders. ENGINEER shall prepare exhibits to convey the project intent.
4. Design Field Visit: ENGINEER will make one (1) project site visit to identify critical issues and gather information along the project corridor.
5. Pickup Surveys: ENGINEER will make one (1) project site visit to survey critical locations and tie down the beginning and end of the project.
6. Geometric Layout & Horizontal/Vertical Alignment: Establish preliminary alignment and profile layout with curb, sidewalk/trail, driveways, preliminary street lighting, signing and pavement marking layouts.
7. Drainage Design: Develop preliminary storm sewer, culvert and ditch layouts, including profiles.
8. Construction Phasing: Develop construction phasing for traffic control plans.
9. Construction Limits/3D Modeling: Refine 3D model to depict preliminary geometric layout and construction limits and develop cross sections.
10. Water and Sewer Utilities Design Criteria and Preliminary Design: Prepare a memorandum to show layout of the proposed new water and sanitary sewer line plan, identify potential conflicts, define design criteria, and present preliminary construction costs. The Basis of Design Memorandum will include a map which incorporates the base map, conceptual street ROW,

ground elevation contours, topography, and preliminary alignment.

11. Preliminary Plans:

- a. Title sheet: cover sheet with location map, sheet index, and legend of symbols.
- b. Typical sections: pavement sections will be Portland cement concrete.
- c. Plan/profile sheets: sheets will show proposed improvements, including roadway, preliminary storm sewer system, ditches, driveways, sidewalk, trail, preliminary construction limits, and existing and proposed profile grade at centerline of proposed roadway. Plans will be produced at a scale of 1"=20' horizontally and 1"=5' vertically on 22"x34" sheets.
- d. Intersection detail sheets: limits of improvements will be shown, including profiles of curb returns.
- e. Driveway/entrance detail sheets: limits of improvements will be shown, including profiles.
- f. Curb ramp detail sheets: preliminary sidewalk ramp design information will be shown using current APWA and ADAAG/PROWAG guidelines.
- g. Retaining wall layout sheet: the existing wall on the south side of the C&K Enterprises property is expected to be impacted with the widened roadway. Sheet will include preliminary layout, including profile and typical section.
- h. Pavement marking and signing plans: preliminary pavement marking and signs will be shown.
- i. Construction phasing plans: overall concept of construction phasing will be shown.
- j. Traffic control plans: overall concept of handling vehicles and pedestrians during construction will be shown.
- k. Street lighting plan: preliminary lighting plans for a City owned system will be shown.
- l. Erosion and Sediment Control Plans: preliminary erosion and sediment control plans will be shown using current APWA and City guidelines.
- m. Cross section sheets: preliminary cross sections will be shown at 50' intervals.
- n. Water and sewer utilities plan/profile sheets: sheets will show proposed water and sanitary sewer features, including profiles. Plans will be produced at a scale of 1"=20' horizontally and 1"=5' vertically on 22"x34" sheets.

12. Construction Cost Estimate: Develop an opinion of probable cost based on preliminary plans.

13. Client Conformance Review: Review by senior associate to evaluate design and conformance with client's requirements and expectations.
14. Submittal to CITY: Submit plans and construction cost estimate to the CITY for review. The CITY shall complete their review and provide written comments to the ENGINEER within two (2) weeks. The ENGINEER shall have two (2) weeks from receipt of comments to address comments and provide a written response to the CITY.

D. Right of Way Design Phase:

1. Administration: General project coordination, including internal design team and sub consultants, and regular communication with CITY, including monthly invoice preparation.
2. Progress Meetings: ENGINEER will attend two (2) progress meetings with CITY.
3. Stakeholder Engagement: Develop exhibits to convey project intent and schedule one-on-one coordination meetings with property owners (15 properties). One (1) meeting with each property owner is included.
4. Pickup Surveys: ENGINEER will make one (1) project site visit to survey critical locations to establish right of way and easement limits.
5. Detailed Drainage Design: Finalize storm sewer, cross-road structure and ditch design in order to establish limits of right of way and easements.
6. Water and Sewer Utilities Design: Refine design per CITY comments and establish easements.
7. Detailed Erosion Control Design: Finalize design of both temporary and permanent erosion control measures to establish right of way and easement limits.
8. Construction Limits/3D Modeling: Refine 3D model to establish construction limits and set right of way and easement limits.
9. Right of Way Plans: Preliminary plan sheets, including water and sewer utility sheets, will be updated with property acquisition information and design developments.
10. Construction Cost Estimate: Develop an opinion of probable cost based on right of way plans.
11. Client Conformance Review: Review by senior associate to evaluate design and conformance with client's requirements and expectations.
12. Submittal to CITY: Submit plans and construction cost estimate to the CITY for review. The CITY shall complete their review and provide written comments to the ENGINEER within two (2) weeks. The ENGINEER shall have two (2) weeks from receipt of comments to address comments and provide a written response to the CITY.

13. Exhibits: ENGINEER will develop one (1) exhibit and legal description for each property to be used by the CITY for right of way negotiations with property owners (15 properties).
14. Right of way and easement staking: During property acquisition and for utility relocations, ENGINEER, as requested, will stake right of way and easement boundaries for up to 15 properties, one time.

E. Final Design Phase

1. Administration: General project coordination, including internal design team and sub consultants, and regular communication with CITY, including monthly invoice preparation.
2. Progress Meetings: ENGINEER will attend two (2) progress meetings with CITY.
3. Design Field Visit: ENGINEER will make one (1) project site visit before final design.
4. Pickup Surveys: ENGINEER will make one (1) project site visit to survey critical locations for final design.
5. 3D Modeling: Finalize 3D model to depict final geometric layout and design details.
6. Final Plans: In addition to updating the right of way plan sheets, final plans will include:
 - a. General notes: includes standard City notes and project specific notes.
 - b. Project control sheet: horizontal and vertical control will be included for construction and future reference.
 - c. Summary of quantities sheets: sheets will include itemized quantities of bid items separated into categories, as well as recapitulation of quantities.
 - d. Special construction detail sheets: sheets to show specific construction details related to this project.
 - e. Paving detail sheets: sheets to demonstrate paving joints for concrete pavement.
 - f. Drainage area maps: sheets will include map of system's drainage areas.
 - g. Storm sewer schedules: tabulated sheet including hydrologic and hydraulic data.
 - h. Concrete retaining wall details: structural details for concrete cast in place retaining wall near C&K Enterprises.
 - i. Water and sewer utilities detail sheets: construction details for water and sewer plans.

- j. Signing and pavement marking detail sheets: final signing and pavement marking plans and related details.
 - k. Traffic control plans and details sheets: traffic control plans per construction phase and related details.
 - l. Street lighting plans and detail sheets: final street lighting plans and related details.
 - m. Standard and special details: design details from City's Standard Details and Design Specifications and Kansas City Metro Chapter APWA Standard Specifications, where appropriate.
7. Project Specifications: CITY will provide Front End Contract Document and Technical Specification templates for use and modification. ENGINEER will modify Front End Contract Document and Technical Specification and create Job Special Provisions for any non-standard bid items depicted in the final plans.
 8. Client Conformance Review: Review by senior associate to evaluate design and conformance with client's requirements and expectations.
 9. Constructability Review: Review by experienced field personnel to assess the design for constructability issues that could make it difficult or impossible to construct the project per final plans.
 10. Submittal to CITY: Submit plans, construction cost estimate and technical specifications to the CITY for review. The CITY shall complete their review and provide written comments to the ENGINEER within two (2) weeks. The ENGINEER shall have two (2) weeks from receipt of comments to address comments and provide a written response to the CITY. Upon submittal of approved final plans, ENGINEER shall submit AutoCAD files and KMZ file to CITY.

F. Utility Coordination

1. Utility Owners: During conceptual phase verify contacts and schedule one-on-one coordination meetings to gather and share project information, identify high risk/expensive relocation issues and determine constraints. Ten (10) meetings, one (1) with each utility, are included. Review survey data for accuracy of utility locations.
2. Utility coordination: Upon receipt and incorporation of CITY preliminary plan review comments, ENGINEER will submit plans to utilities for review and comment. Utilities will complete a conflict verification form provided by ENGINEER. If conflicts exist, utilities will be asked to prepare relocation plans for approval by ENGINEER and CITY. Utility relocations will be coordinated with proposed street lighting plan locations. Utilities owners will be provided with relocation deadline. ENGINEER will schedule and conduct one (1) utility coordination meeting with all affected utilities invited. ENGINEER will provide CITY with a preliminary utility report.

3. Utility Reports: ENGINEER will provide CITY with preliminary utility report following utility coordination meeting. ENGINEER will provide CITY with final status of utilities report when relocations are complete for inclusion in the bid documents.

G. Environmental Permitting

1. ENGINEER will include appropriate erosion and sediment control plans and details and prepare a Construction Stormwater Pollution Prevention Plan (SWPPP) to be maintained on-site during construction activities.
2. ENGINEER will obtain the standard EDR records search package for \$350 which includes a radius map search, historical topographic maps, historical aerials, and any sanborn maps and historic city directories, if available. ENGINEER will review and summarize the findings either in a study report, design memo or a stand-alone project record.

H. Bidding Services

1. Electronic plan room distribution: ENGINEER shall provide construction documents in PDF format to the CITY for posting in the electronic plan room (QuestCDN) where interested bidders may purchase or access the bidding documents.
2. Questions and clarifications: Be available to answer questions and provide information to prospective bidders. Prepare and distribute bid addenda, as needed.
3. Pre-bid meeting: Attend pre-bid meeting. Prepare and issue pre-bid meeting minutes.
4. Bidding: Attend bid opening and prepare itemized bid tabulation. Evaluate submitted bids and prepare a recommendation of project award to CITY.
5. Pre-Construction meeting: Attend pre-construction meeting and be available to answer questions regarding Design Plans and Specifications prior to Contractor Notice to Proceed.

I. Sub Consultant Services

1. Geotechnical investigation: Geotechnical investigation needs for this project will be completed through a SUBCONSULTANT in accordance with attached Exhibit A. ENGINEER will field survey the horizontal and vertical location of each core and bore location. ENGINEER's Basic Services assumes 16 hours of 2-person crew for field survey of bore and core locations.

**ARTICLE II
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

The following is a list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Public Works (“Optional Services”):

1. Utility subsurface investigation: If depths of utilities are required for the design, through a SUBCONSULTANT the ENGINEER shall identify locations of utility facilities to be exposed so the facility can be surveyed. The ENGINEER will coordinate, stake and schedule excavation for a maximum of 8 hours of time.
2. Utility relocation coordination: Meet on site with contractors performing relocation. Verify relocation accuracy and document actual locations on plans. Review plans for possible conflicts resulting from incorrect relocations.
3. Modifications to interchange plans to coordinate pedestrian features and traffic control between two projects.

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

City shall provide the following services to Engineer:

- A. The City shall make available to the Engineer all existing, records, maps, plans, studies and other information possessed by the City which are relevant to the completion of the work under this Agreement.
- B. The City shall provide all criteria and full information as to the City’s requirements for the project, including design objectives, constraints, performance requirements, and any budgetary limitations; and furnish electronic copies of all standard forms, design standards, and construction standards which the City will require to be included in the plans and specifications.
- C. The City shall provide current peak hour and traffic count data for the project corridor.
- D. The City shall provide ownership and encumbrance (O&E) documents for all properties requiring right-of-way or easement acquisition.
- E. The City shall furnish to the Engineer all front end contract documents and technical specification templates for modification by the Engineer.
- F. The City shall assist the Engineer in arranging for access to enter upon public and private property as needed to perform the services under this Agreement.

- G.** The City shall attend key stakeholder meetings, public information meetings, pre-bid meeting, bid opening, pre-construction conference, construction progress meetings and other project related meetings.
- H.** The City shall give written notice to the Engineer whenever it observes or otherwise becomes aware of any change or development that affects the services and/or time schedule of this Agreement.
- I.** The City shall furnish to the Engineer, upon request of the Engineer, data prepared or services provided by others, including property information and plats, explorations and tests of subsurface conditions, drawings of physical conditions in or relating to the existing utilities or structures, hydrographic surveys, environmental assessments, impact statements, and other relevant environmental or cultural studies pertaining to the Project area or adjacent sites.
- J.** The City shall not be responsible for the accuracy and completeness of all information furnished to the Engineer pursuant to this Article III, City's Responsibilities. The Engineer may use such data and information in performing the services under this agreement.

ARTICLE IV PAYMENTS TO THE ENGINEER

- A.** For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of Two Hundred Seventy-Two Thousand One Hundred Fourteen Dollars (\$272,114.00), according to the following provisions:
- B.** The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Basic Services shall not exceed the total sum of Two Hundred Forty-Two Thousand Five Hundred Eighty-Three Dollars (\$242,583.00).
- C.** The cost of all Optional Services covered under Article II shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Optional Services shall be billed as set forth in Exhibit B. The total fees (hourly fees and expenses) for the Optional Services shall not exceed the total sum of Twenty-Nine Thousand Five Hundred Thirty-One Dollars (\$29,531.00).

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

1. Project Name/Task Name/RFP Number/Description of Agreement.
2. Invoice Number and Date.
3. City Purchase Order Number.
4. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
5. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
6. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
7. Cost Invoices must be categorized by Phase.

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

ARTICLE V COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

- A. Conceptual Plan – Submitted for approval 60 days after Notice to Proceed.
- B. Preliminary Plans - Submitted for approval 60 days after Conceptual Plan approved.
- C. Right of Way Plans - Submitted for approval 60 days after Preliminary Plans approved.
- D. Final Plans - Submitted for approval 30 days prior to project advertised date.
- E. Bidding Services – In accordance with City’s schedule for advertising project February 2018.

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

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

ARTICLE VI INSURANCE

- A. CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.
- B. NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection below the amount listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- C. INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
- D. SUB-CONSULTANT'S INSURANCE:** If any part of the contract is to be sublet, the Engineer shall either:
 - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
 - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$100,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles in excess of \$100,000 and may require guarantees from the Engineer for such assumed limits above \$100,000.

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

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident

Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

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

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

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

- A. COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

- C. MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. EMERGENCY CHANGES IN SERVICES:** The Director of Public Works, with the consent of the City Manager, is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an “emergency” shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the Director of Public Works and the City Manager.

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

- E. TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
- 1. Termination for Convenience:** The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
 - 2. Termination for Cause:** This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City’s reasonable cost to mitigate or correct the effects of such termination.
 - 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- F. COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all

licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

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

may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

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

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

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

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

and notices to Engineer shall be addressed to:

Tawn Nugent, P.E.
GBA
9801 Renner Boulevard
Lenexa, KS 66219

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

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

Reserved.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the ___ day of _____, 2017.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Brian W. Head, City Attorney

ENGINEER:

BY: _____

TITLE: _____

ATTEST:

CITY OF LEE'S SUMMIT

Final Interview Composite Ranking Sheet for RFQ

	Firm's Name	Firm's Name	Firm's Name
RFQ No. 419-32272 Project: SW Jefferson - Persels to Oldham	TranSystems	GBA	Burns-McDonnell
Final ranking of firms by evaluation committee	2	1	3
Criteria used to evaluate firms on interview presentation as follows:			
Experience and availability of key personnel;			
Responsiveness;			
Experience on similar projects;			
Familiarity with and proximity to the geographic location of the project.			
Quality control during design.			
Project Approach/Work Plan; and			
Critical Issues and Approaches to Solutions.			
Project Schedule (realistic; achievable; timely)			
Quality of previous projects			
Capability to complete projects without having major cost escalations or overruns			
Understand the primary purpose and objectives of project			
Address the 5 W's? (who, what, when, where, why)			
Comments			



SW Jefferson St.
(Oldham Pkwy to Persels Rd)

Packet Information

File #: BILL NO. 17-57, **Version:** 1

AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

Key Issues:

This project is a result of the petition process of the Neighborhood Traffic Safety Program (NTSP).

This project was recommended from the NTSP study that was performed, based on speed and crash history.

This project was supported by property owners to study and install traffic calming on SE 7th Terrace.

This project will install six signs and pavement marking triangles, remove three 12 ft sections of roadway and install three concrete speed humps on SE 7th Terrace east of MO-291 Highway (and east of commercial properties) and west of Vista Drive.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

Background:

Residents expressed concerns about safety due to speeding vehicles in the residential portion of SE 7th Terrace between M291 Highway and Vista Drive. Residents contacted City Staff to about the issue to request assistance through the Neighborhood Traffic Safety Program (NTSP). The NTSP is a citizen driven process. Residents from the neighborhood submitted an application to participate in the NTSP and received at least

50% support from neighbors adjacent to the street of concern. After meeting the petition of support requirement, City Staff worked with the residents through the Neighborhood Traffic Safety Program to address these concerns.

A traffic safety study conducted by City staff determined that traffic calming improvements were justified along SE 7th Terrace. Residents adjacent to 7th Terrace were notified of the proposed traffic calming devices and signed a petition supporting their construction.

Based on that approval, City Staff initiated engineering design to build traffic calming features. Public Works Engineering issued Bid No. 405-32472-16 for SE 7th Ter. Traffic Calming project on January 10, 2017 via www.QuestCDN.com. The bid was advertised and potential bidders were notified through QuestCDN and on the City website. A pre-bid conference was held on January 17, 2017 and no potential bidders attended. Four potential bidders obtained plans and specifications from QuestCDN, and two (2) responsive bids were received by the January 31, 2017 bid opening date. The low bid is approximately 11.4% or \$3,575 above the engineer's estimate, without contingency. The bid tabulation with the Engineer's Estimate is attached. FREEMAN CONCRETE CONSTRUCTION, LLC was determined to be the lowest and most responsible bidder.

7th Terrace will be closed completely during construction at the locations where speed humps, raised crosswalk, and raised medians are proposed. Construction phasing and detour plans will allow for residents to have access to their driveways at all times. Prior to construction, impacted residents will receive a letter with phasing and detour plans. In addition, variable message boards will be setup at the project limits to warn residents and drivers of the upcoming construction closures.

Impact/Analysis:

Timeline:

Estimated Start: May 2017
Estimated Finish: June 2017

Other Information/Unique Characteristics:

The FY2017 Neighborhood Traffic Safety Program fund balance is \$49,000.56. The remaining fund balance will be sufficient to cover this agreement, construction oversight, and remaining NTSP requests, studies, meetings, and design of future NTSP programs through June 30, 2017.

Presenter: Mark Green, Staff Engineer

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

Committee Recommendation: The Public Works Committee voted unanimously 4-0 to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

BILL NO. 17-57

AN ORDINANCE APPROVING THE AWARD OF BID NO. 405-32472-16 FOR THE SE 7TH TERRACE TRAFFIC CALMING PROJECT TO FREEMAN CONCRETE CONSTRUCTION, LLC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$34,826.00.

WHEREAS, this project is a result of the petition process of the Neighborhood Traffic Safety Program (NTSP); and,

WHEREAS, this project was recommended from the NTSP study that was performed, based on speed and crash history; and,

WHEREAS, this project was supported by property owners to study and install traffic calming on SE 7th Terrace; and,

WHEREAS, this project will install six signs and pavement marking triangles, remove three 12 ft sections of roadway and install three concrete speed humps on SE 7th Terrace east of MO-291 Highway (and east of commercial properties) and west of Vista Drive.

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

SECTION 1. That award of bid no. 405-32472-16 by and between the City of Lee's Summit, Missouri and Freeman Concrete Construction, LLC, generally for the purpose of constructing the SE 7th Ter. Traffic Calming Project, a true and accurate copy being attached hereto and incorporated herein by reference as if fully set forth herein, is hereby approved.

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

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO. 17-57

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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

THIS AGREEMENT is by and between _____ City of Lee’s Summit, Missouri _____ (“Owner”) and
_____ Freeman Concrete Construction, LLC _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Base bid construction on SE 7th Ter. Traffic Calming includes but is not limited to Pavement Removal, Concrete Pavement (speed hump) Installation, Signing, and Pavement Marking between MO-291 Hwy and Vista Drive.

ARTICLE 2 – THE PROJECT

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

Project No. 405-32472-16, SE 7th Ter. Traffic Calming

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 30 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$700 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment. In addition, Contractor shall be liable to Owner for all other damages, including, but not limited to attorney’s fees and expenses, additional engineering fees and expenses, and time, costs, and/or expense of Owner’s personnel.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	MOBILIZATION	LS	1	\$2,100.00	\$2,100.00
2	DEMOLITION AND REMOVAL	LS	1	\$6,430.00	\$6,430.00
3	TRAFFIC CONTROL BARRICADE (TYPE 3)	EA	3	\$335.00	\$1,005.00
4	TRAFFIC CONTROL CHANNELIZERS	EA	75	\$12.00	\$900.00
5	TRAFFIC CONTROL SIGNS	SF	198	\$7.00	\$1,386.00
6	UNCLASSIFIED EXCAVATION	CY	17	\$108.00	\$1,836.00
7	WASTE (HAUL OFF)	CY	17	\$27.00	\$459.00
8	PAVEMENT, 10” KCM MB 4K CONCRETE	SY	100	\$127.00	\$12,700.00
9	SIGN POSTS (SQUARE STEEL TUBE)	EA	12	\$150.00	\$1,800.00
10	SIGNS (PERMANENT)	SF	87.0	\$30.00	\$2,610.00
11	PAVEMENT MARKING, TRAFFIC CALMING TRIANGLE SYMBOL (PREFORMED)	EA	6	\$600.00	\$3,600.00

Total of all Bid Prices (Unit Price Work)

\$ 34,826.00

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

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment ~~monthly on or about the 1st day of each month~~ during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage); ~~and. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (~~except Underground Facilities~~), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data

are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 66, inclusive).
5. Supplementary Conditions (pages 1 to 5, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 8 sheets with each sheet bearing the following general title: SE 7th Ter. Traffic Calming.
8. Addenda (n/a).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR

City of Lee's Summit, Missouri _____

By: _____

By: _____

Stephen A. Arbo _____

Title: City Manager _____

Title: _____

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

Approved as to Form: _____

Attest: _____

Nancy Yendes
Chief Counsel of Infrastructure and
Title: Planning _____

Address for giving notices:

Address for giving notices:

220 SE Green Street _____

Lee's Summit, MO 64063 _____

License No.: _____

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

(Where applicable)

Agent for service of process:

CITY OF LEE'S SUMMIT
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION
 220 S.E. GREEN STREET
 LEE'S SUMMIT, MO 64063
 816-969-1800 Phone // 816-969-1809 Fax

Unit price LESS than Average MINUS 1 Standard Deviation

Unit price GREATER than Average PLUS 1 Standard Deviation

This is an unofficial bid tabulation.
 Bid No. 405-32472-16
 Project: SE 7th Ter. Traffic Calming

				Freeman Concrete Construction, LLC		Primetime Contracting Corp.		Avg Unit prices	Engineer Estimate	
				\$34,826.00		46,013.00			\$31,250.95	
	ITEM	UNIT	QTY	Unit Price	Extension	Unit Price	Extension		Unit Price	Extension
1	MOBILIZATION	LS	1	\$2,100.00	\$2,100.00	\$10,000.00	\$10,000.00	6,050.00	\$5,000.00	\$5,000.00
2	DEMOLITION AND REMOVAL	LS	1	\$6,430.00	\$6,430.00	\$8,810.00	\$8,810.00	7,620.00	\$5,000.00	\$5,000.00
3	TRAFFIC CONTROL BARRICADE (TYPE 3)	EA	3	\$335.00	\$1,005.00	\$130.00	\$390.00	232.50	\$280.00	\$840.00
4	TRAFFIC CONTROL CHANNELIZERS	EA	75	\$12.00	\$900.00	\$17.00	\$1,275.00	14.50	\$8.00	\$600.00
5	TRAFFIC CONTROL SIGNS	SF	198	\$7.00	\$1,386.00	\$8.00	\$1,584.00	7.50	\$26.67	\$5,280.66
6	UNCLASSIFIED EXCAVATION	CY	17	\$108.00	\$1,836.00	\$20.00	\$340.00	64.00	\$20.00	\$340.00
7	WASTE (HAUL OFF)	CY	17	\$27.00	\$459.00	\$20.00	\$340.00	23.50	\$20.00	\$340.00
8	PAVEMENT, 10" KCMMB 4K CONCRETE	SY	100	\$127.00	\$12,700.00	\$165.00	\$16,500.00	146.00	\$88.00	\$8,800.00
9	SIGN POSTS (SQUARE STEEL TUBE)	EA	12	\$150.00	\$1,800.00	\$130.00	\$1,560.00	140.00	\$135.00	\$1,620.00
10	SIGNS (PERMANENT)	SF	87	\$30.00	\$2,610.00	\$22.00	\$1,914.00	26.00	\$26.67	\$2,320.29
11	PAVEMENT MARKING, TRAFFIC CALMING TRIANGLE SYMBOL (PREFORMED)	EA	6	\$600.00	\$3,600.00	\$550.00	\$3,300.00	575.00	\$185.00	\$1,110.00
Base Bid Total:				\$34,826.00		\$46,013.00			\$31,250.95	



PROJECT LOCATION
SE 7TH TERRACE

Packet Information

File #: BILL NO. 17-58, **Version:** 3

AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432472-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

Issue/Request:

[Enter text here]

Key Issues:

- The annual Curb Program replaces damaged and deteriorated curb on streets scheduled for an overlay the following fiscal year
- The annual Curb Program also updates sidewalk approaches to current specifications required by the Federal Americans with Disabilities Act (ADA)
- This project is being funded with funds remaining from the FY2017 Pavement Maintenance Program. Favorable bid pricing on the annual programs left a surplus in these programs

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432472-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432472-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

Background:

Much of the curb and gutter placed in the KC Metro between 1985 and 2005 was installed using local limestone aggregate that was of poor quality because it was relatively soft compared to previous sources of rock. The aggregate still met local specifications, and worked well for buildings, foundations, and most structures. However, when used for paving, curb, or sidewalks, the aggregate was prone to fail within 10 years. The frequent freeze-thaw cycling, combined with wet condition, accelerated the concrete failure process, called "D-cracking," that disintegrates concrete from the inside out. The poor quality limestone contained a higher percentage of small voids that hold water, then the water freezes, expands, and cracks the rock from the inside out. This process took several years to surface, and then time for the concrete industry to research and adopt new material standards to eliminate the problem without creating other issues.

The purpose of the annual Curb Repair Program is to replace deteriorating curb and gutter on streets that are scheduled to be part of the City Overlay Program the following fiscal year. This year's curb program will be

focused in residential neighborhoods and will replace 28,590 lineal feet of curb and includes the renovation of 47 sidewalk ramps to comply with the Americans with Disabilities Act.

Impact/Analysis:

[Enter text here]

Timeline:

Start: March 27, 2017

Finish: June 10, 2017

Other Information/Unique Characteristics:

The Public Works Department issued Bid No. 40432472-2C FY2017 Curb Repair 2 on January 13, 2017. The projects Invitation to Bid was posted for advertisement on the City's website and at Quest Construction Data Network. A Pre-bid conference was held on January 24, 2017. Four companies attended the pre-bid conference. Five bids were received by the February 2, 2017 bid opening date. The bids were evaluated, and City Staff determined Freeman Concrete Construction, L.L.C. to be the lowest and best responsive bidder.

Presenter: Vince Schmoeger, Project Manager

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432472-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

Committee Recommendation: The Public Works Committee voted 3-1 (Chairman Mosby "No") to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432472-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

BILL NO. 17-58

AN ORDINANCE APPROVING THE AWARD OF BID NO. 40432472-2C FOR THE FY2017 CURB REPAIR 2 PROGRAM TO FREEMAN CONCRETE CONSTRUCTION, L.L.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME IN THE AMOUNT OF \$722,346.60.

WHEREAS, curb replacement includes, but not limited to, removal and replacement of concrete curb and gutter, concrete sidewalks, driveway approaches, placement of ADA compliant curb ramps; and,

WHEREAS, the annual Curb program is focused on streets scheduled for an overlay the following fiscal year; and,

WHEREAS, the City received five bids for this project; and,

WHEREAS, Freeman Concrete Construction, L.L.C was found to be the lowest and most responsible bidder.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby authorizes the award of bid no. 40432472-2C for the FY2017 Curb Repair 2 Program, to Freeman Concrete Construction, L.L.C. in the amount of \$722,346.60.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the execution by the City Manager, of an agreement with Freeman Concrete Construction, L.L.C. for services contained in bid no. 40432472-2C, generally for the FY2017 Curb Repair Program, in the amount of \$722,346.60, said agreement is on file with the Lee's Summit Public Works Department and is incorporated by reference as if fully set forth herein.

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO. 17-58

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

City Attorney Brian W. Head

FY2017 Curb Repair 2 (#4784132)

Owner: City of Lee's Summit

Solicitor: City of Lee's Summit

02/02/2017 01:30 PM CST

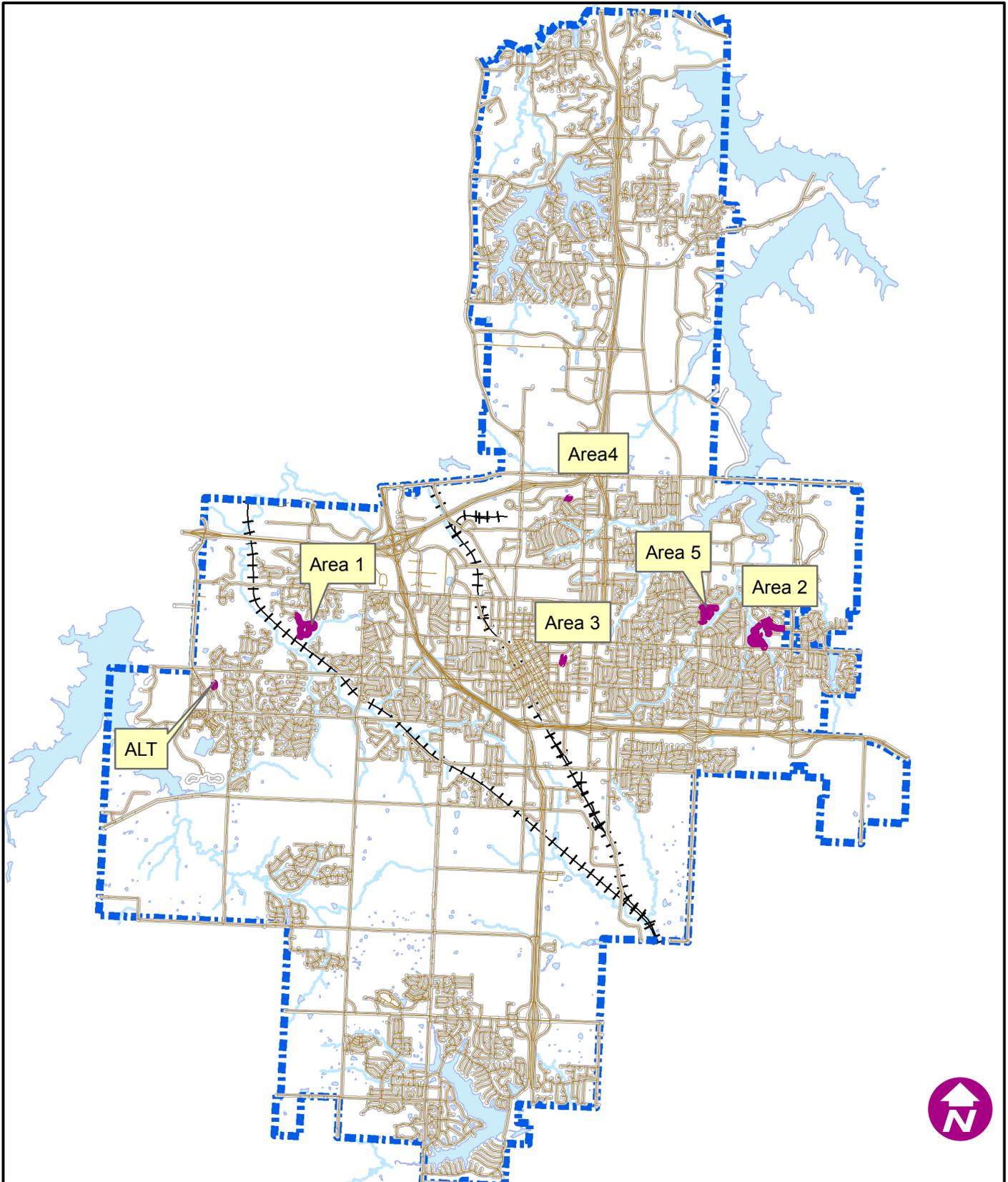
Unofficial Bid Tab

Open by: Vince Schmoeger, Tyler Sonne

Section Title	Line Item	Item Description	UofM	Quantity	Engineer Estimate		Freeman Concrete Construction, LLC		Phoenix Concrete & Underground	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - BASE BID										
	1	CURB & GUTTER (remove & replace)	LF	28,590.00	\$22.00	\$628,980.00	\$21.20	\$606,108.00	\$20.76	\$593,528.40
	2	DRIVEWAY (remove & replace)	SF	1,142.00	\$16.90	\$19,299.80	\$12.30	\$14,046.60	\$10.78	\$12,310.76
	3	SIDEWALKS (4inch) (remove & replace)	SF	5,520.00	\$8.79	\$48,520.80	\$6.50	\$35,880.00	\$8.56	\$47,251.20
	4	SIDEWALK RAMP Type A	EA	27.00	\$1,480.06	\$39,961.62	\$1,343.00	\$36,261.00	\$1,617.66	\$43,676.82
	5	SIDEWALK RAMP Type B	EA	4.00	\$1,900.00	\$7,600.00	\$1,652.00	\$6,608.00	\$1,984.53	\$7,938.12
	6	SIDEWALK RAMP Type M	EA	17.00	\$1,600.00	\$27,200.00	\$1,379.00	\$23,443.00	\$1,632.12	\$27,746.04
Base Bid Total:						\$771,562.22		\$722,346.60		\$732,451.34
SECTION B - ALTERNATE BID										
	7	KESSLER DRIVE	LS	1.00	\$10,358.00	\$10,358.00	\$23,500.00	\$23,500.00	\$18,993.75	\$18,993.75
Base + Alt Bid Total:						\$781,920.22		\$745,846.60		\$751,445.09

Section Title	Line Item	Item Description	UofM	Quantity	J.M. Fahey Construction Company		MidWest Heavy Construction		Miles Exc. Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - BASE BID										
	1	CURB & GUTTER (remove & replace)	LF	28,590.00	\$26.25	\$750,487.50	\$34.50	\$986,355.00	\$34.57	\$988,356.30
	2	DRIVEWAY (remove & replace)	SF	1,142.00	\$12.50	\$14,275.00	\$13.00	\$14,846.00	\$13.04	\$14,891.68
	3	SIDEWALKS (4inch) (remove & replace)	SF	5,520.00	\$10.50	\$57,960.00	\$7.35	\$40,572.00	\$13.49	\$74,464.80
	4	SIDEWALK RAMP Type A	EA	27.00	\$1,800.00	\$48,600.00	\$1,780.00	\$48,060.00	\$1,491.00	\$40,257.00
	5	SIDEWALK RAMP Type B	EA	4.00	\$3,050.00	\$12,200.00	\$3,490.00	\$13,960.00	\$1,498.87	\$5,995.48
	6	SIDEWALK RAMP Type M	EA	17.00	\$1,900.00	\$32,300.00	\$1,900.00	\$32,300.00	\$1,103.43	\$18,758.31
Base Bid Total:						\$915,822.50		\$1,136,093.00		\$1,142,723.57
SECTION B - ALTERNATE BID										
	7	KESSLER DRIVE	LS	1.00	\$32,000.00	\$32,000.00	\$17,980.00	\$17,980.00	\$16,616.01	\$16,616.01
Base + Alt Bid Total:						\$947,822.50		\$1,154,073.00		\$1,159,339.58

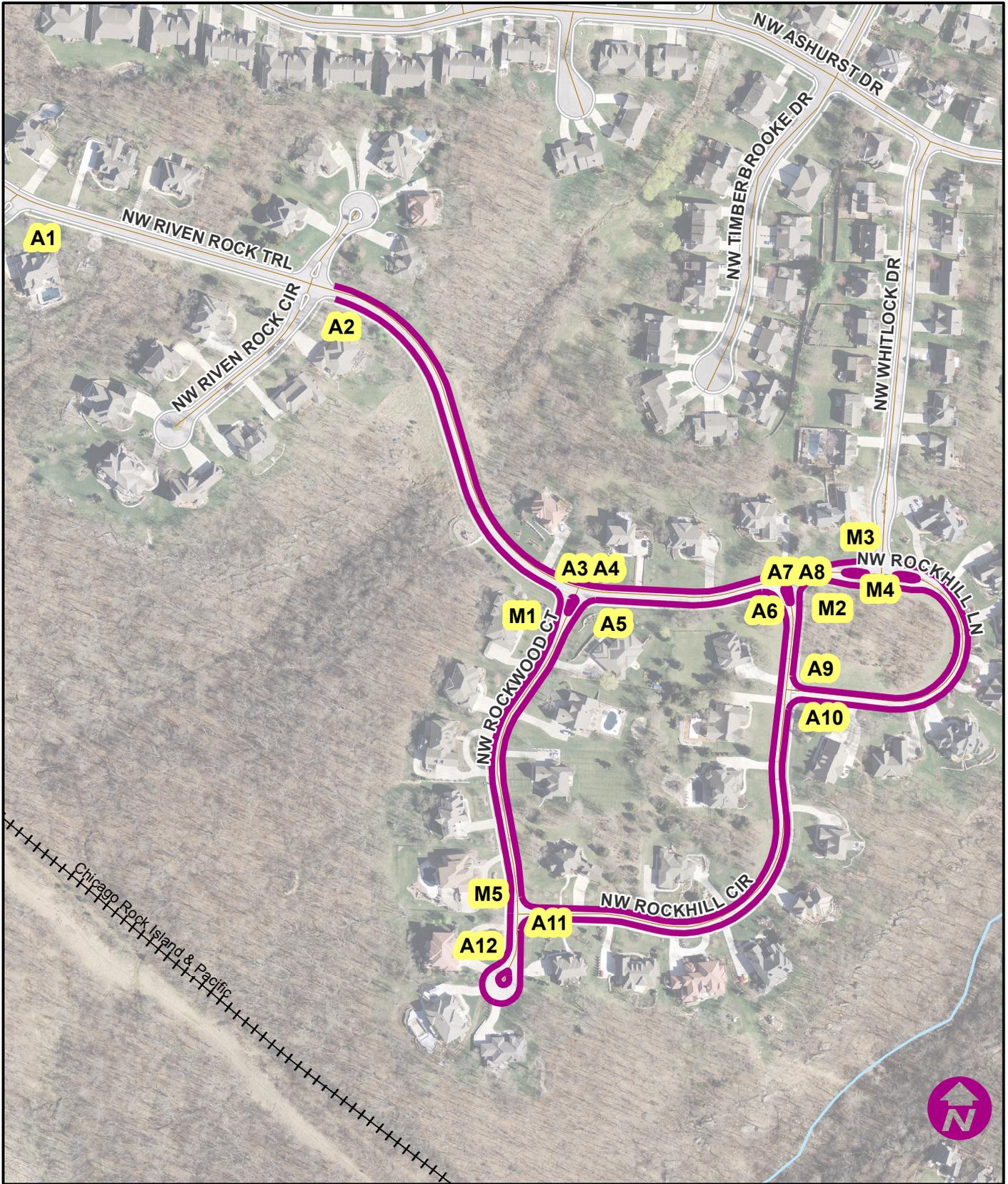
Lee's Summit FY2017 Curb Repair 2



PROJ. # 40432472-2C

Summary

Lee's Summit FY2017 Curb Repair 2



PROJ. # 40432472-2C

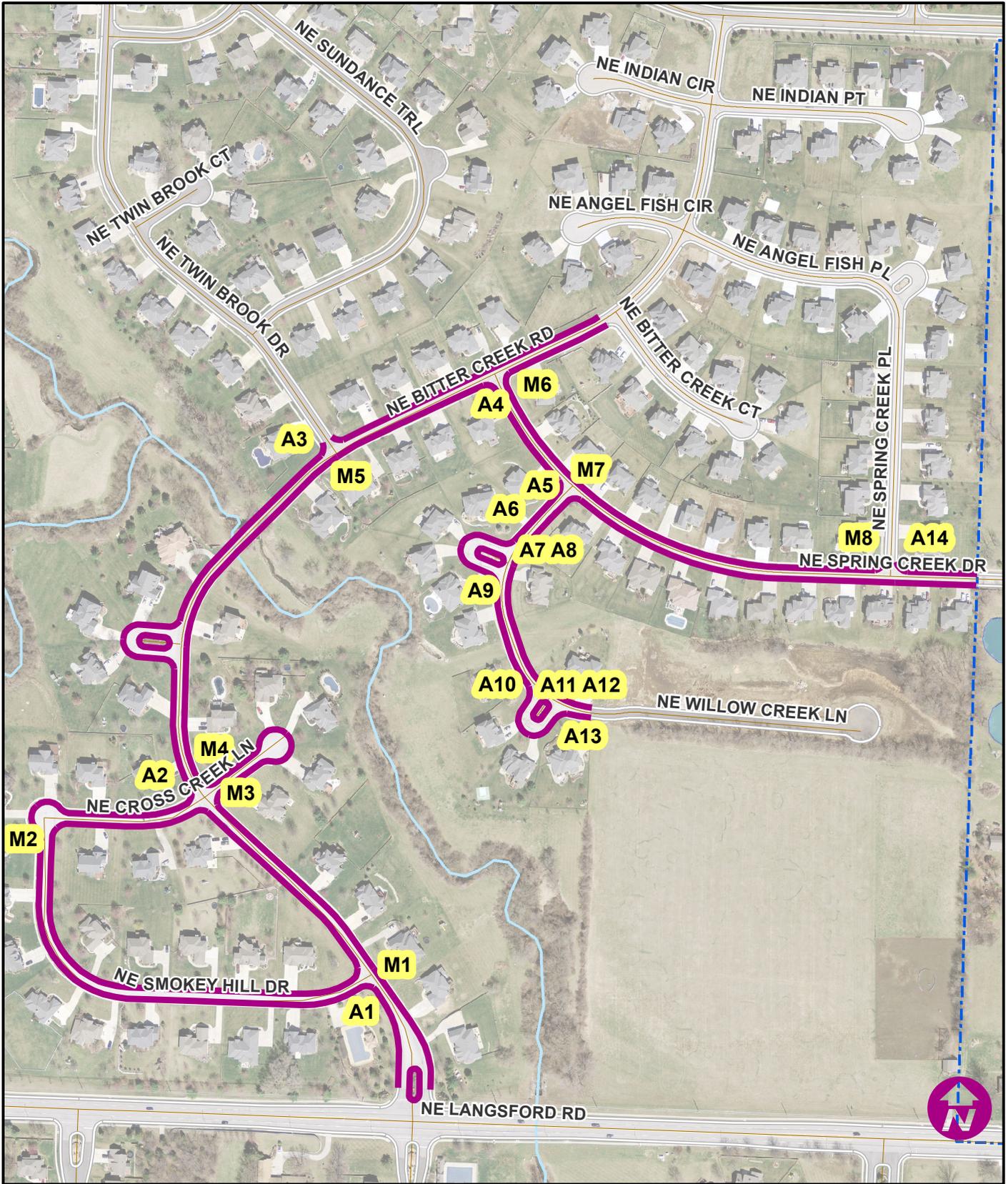
Area 1 - Winterset Woods

A# Type A Sidewalk Ramp

B# Type B Sidewalk Ramp

M# Type A Sidewalk Ramp

Lee's Summit FY2017 Curb Repair 2



PROJ. # 40432472-2C

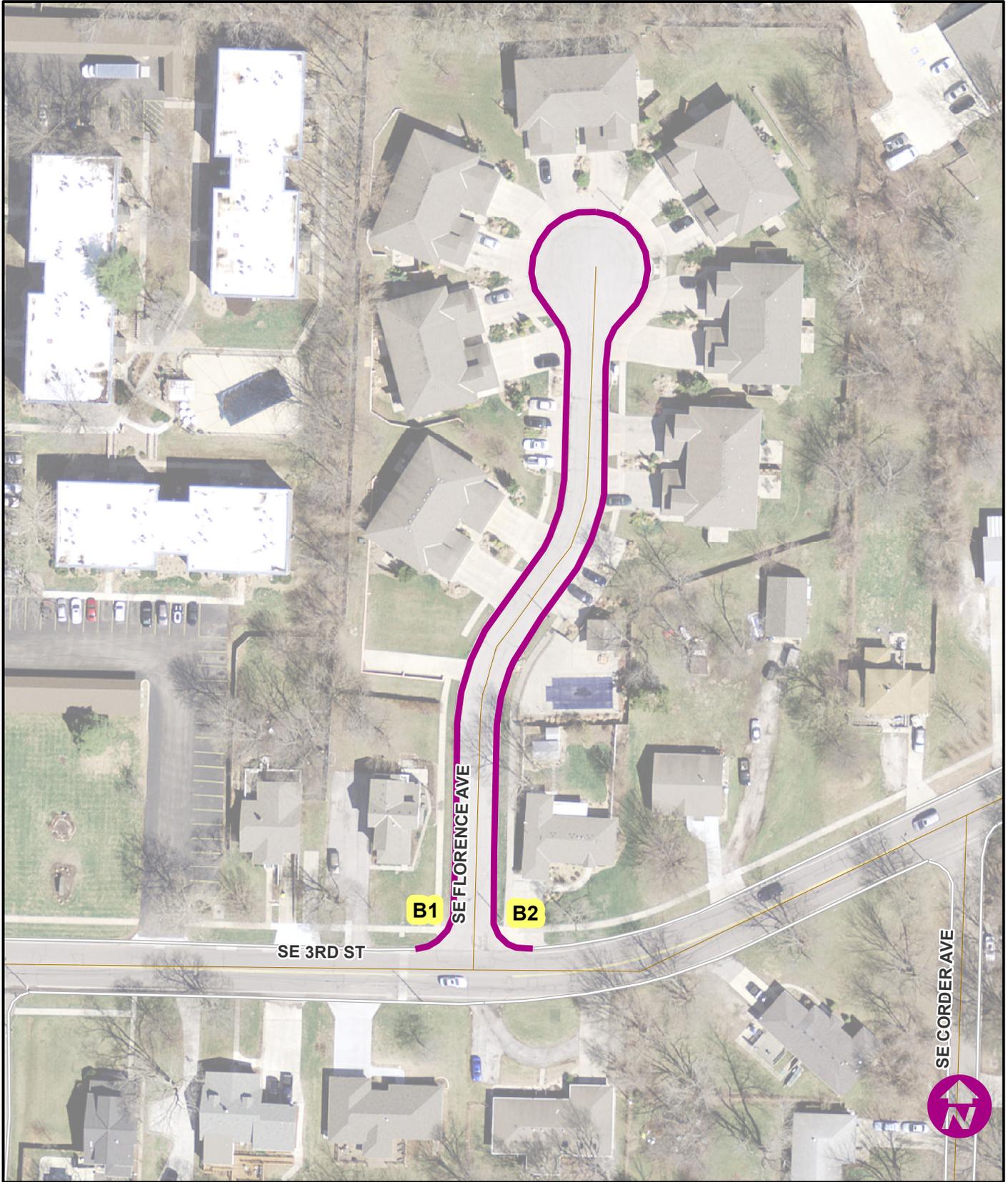
Area 2 - Paddock

A# Type A Sidewalk Ramp

B# Type B Sidewalk Ramp

M# Type A Sidewalk Ramp

Lee's Summit FY2017 Curb Repair 2



PROJ. # 40432472-2C

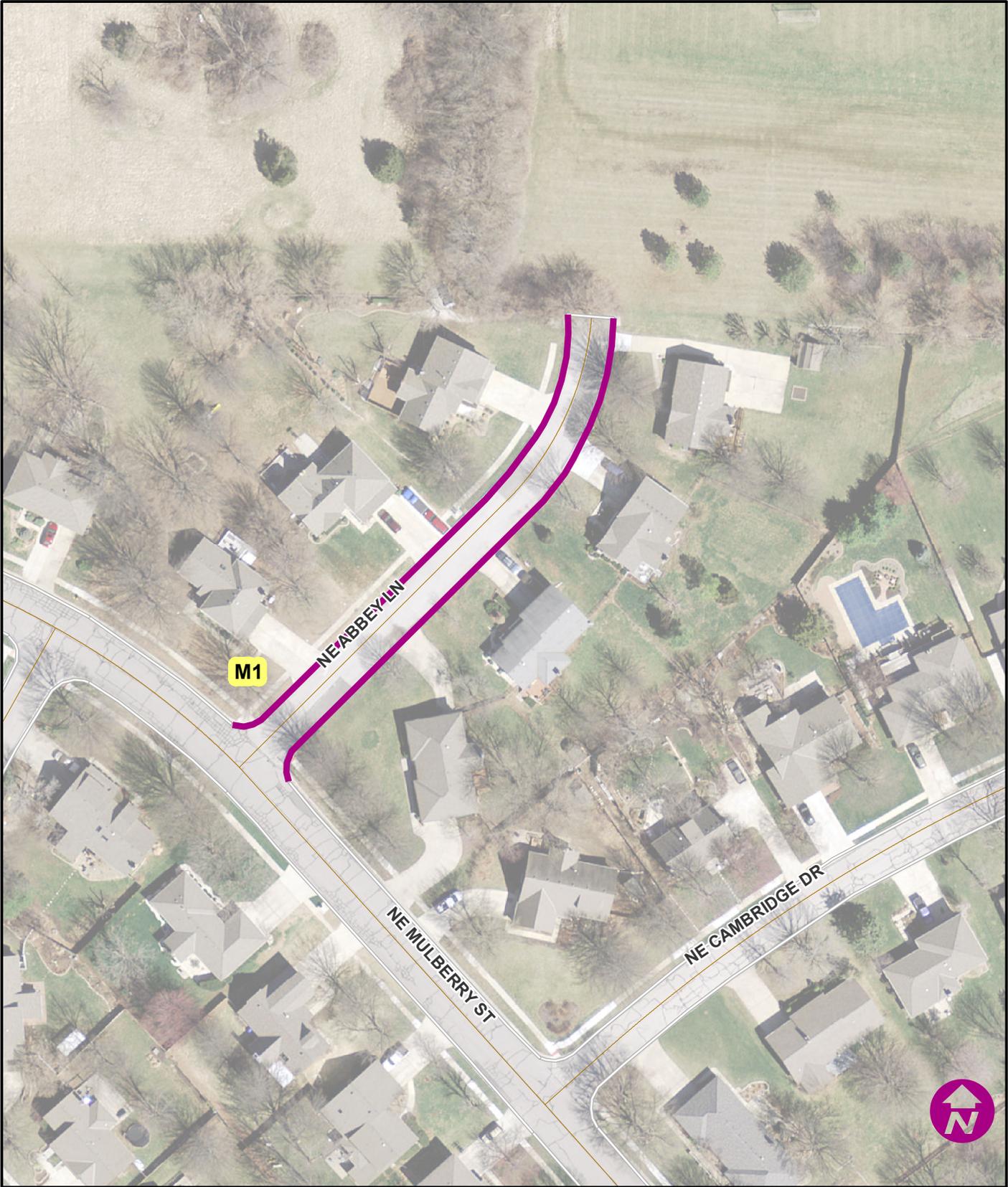
Area 3 - Ironwood

A# Type A Sidewalk Ramp

B# Type B Sidewalk Ramp

M# Type A Sidewalk Ramp

Lee's Summit FY2017 Curb Repair 2



PROJ. # 40432472-2C

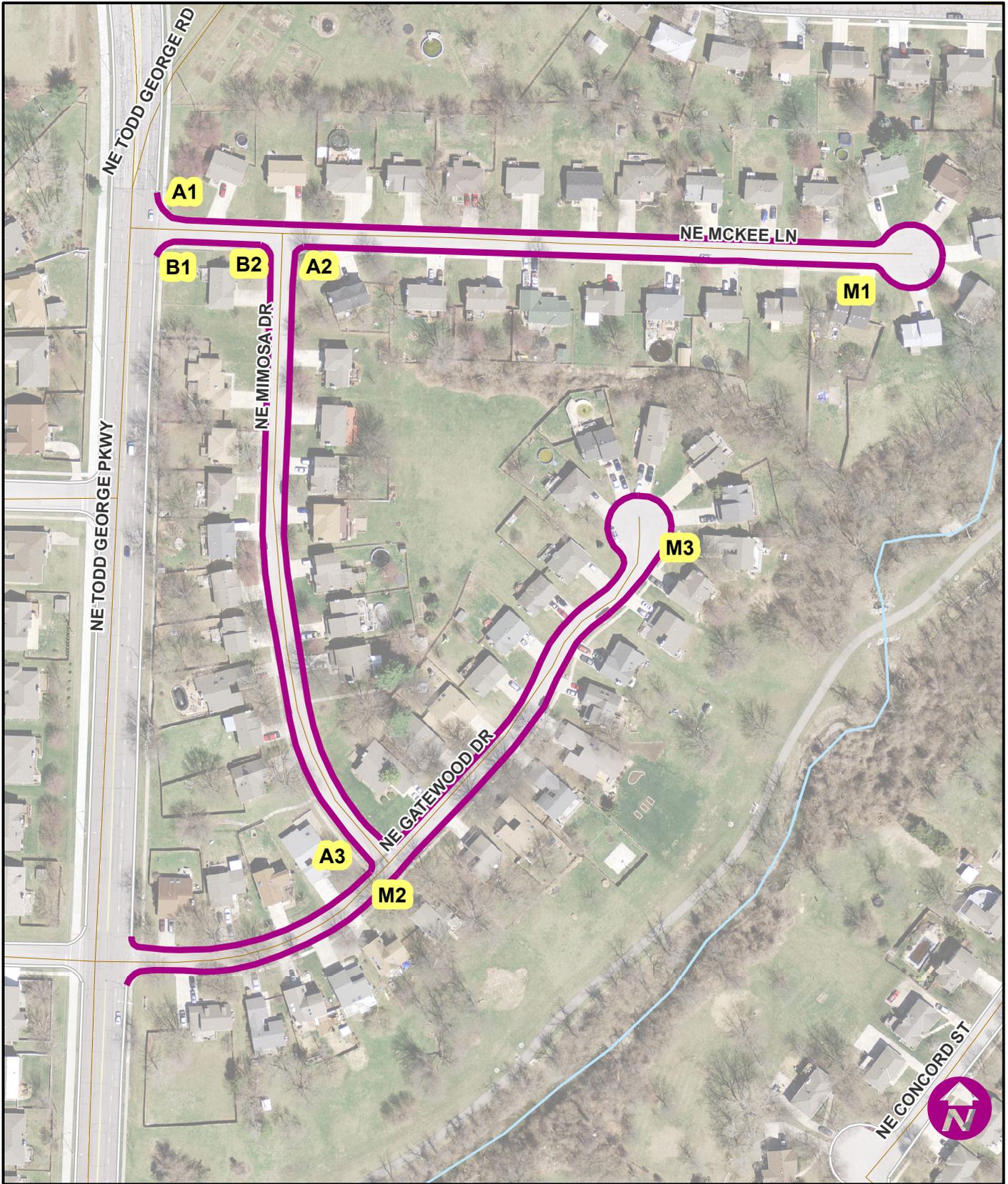
Area 4 - Cambridge Heights

A# Type A Sidewalk Ramp

B# Type B Sidewalk Ramp

M# Type A Sidewalk Ramp

Lee's Summit FY2017 Curb Repair 2



PROJ. # 40432472-2C

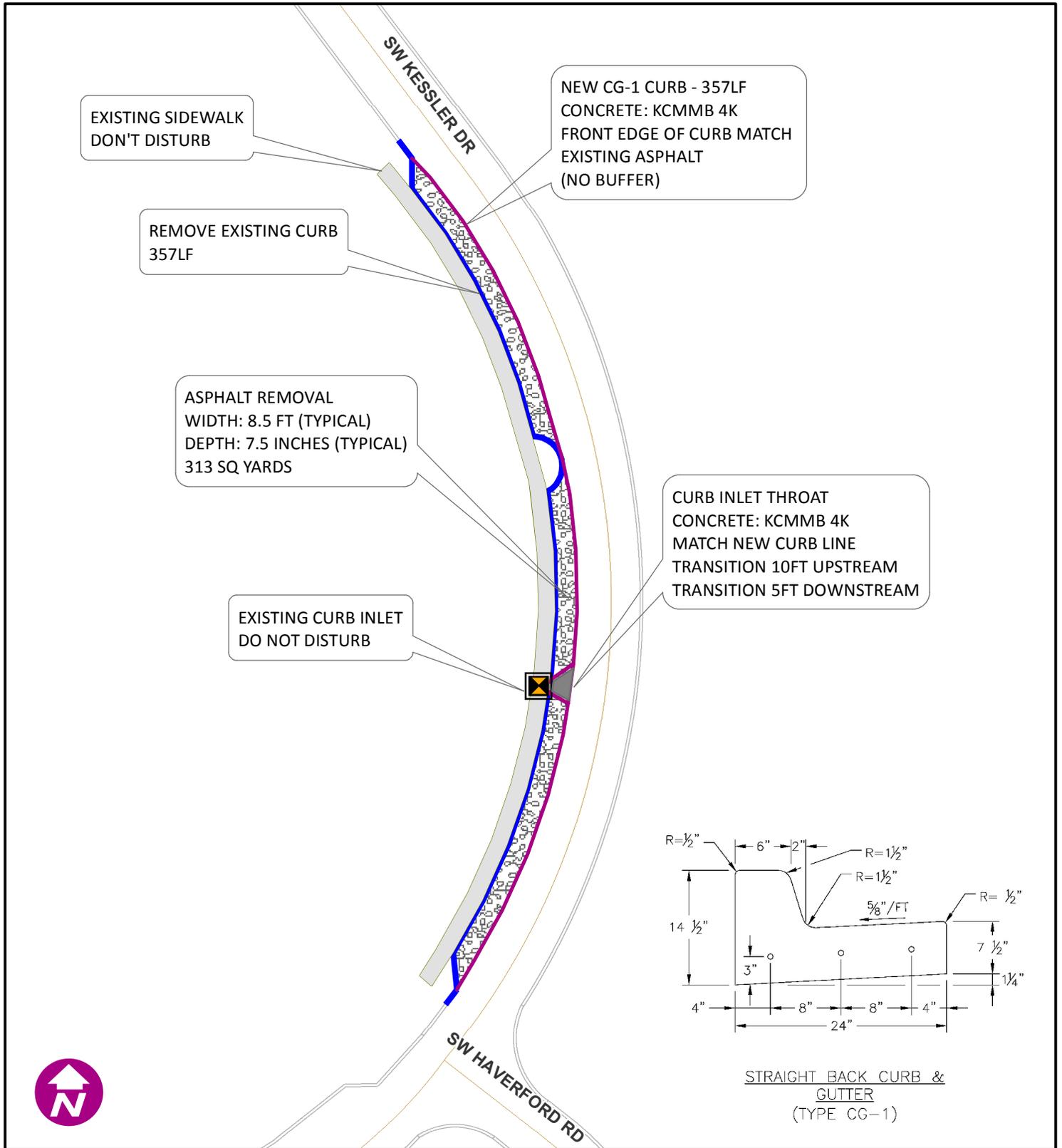
Area 5 - Gatewood Hills

A# Type A Sidewalk Ramp

B# Type B Sidewalk Ramp

M# Type A Sidewalk Ramp

Lee's Summit FY2017 Curb Repair 2



PROJ. # 40432472-2C

Alt. - Kessler Drive

- Kessler-Existing Curb
- Kessler - New Curb
- Asphalt Removal
- 6 Ft Sidewalk
- Curb Inlet
- Inlet Throat

Packet Information

File #: 2017-0960, **Version:** 1

Presentation of the Strategic Planning Framework and Process

Issue/Request:

PRESENTATION OF THE STRATEGIC PLANNING FRAMEWORK AND PROCESS

Key Issues:

On December 1, 2016, City Council adopted the Strategic Planning Process and Framework, and directed staff to begin working on the process. The document and presentation prepared by staff addresses Step 1 of the Framework, which matches existing programs and projects currently in progress to the goals in the Strategic Plan Framework.

Proposed City Council Motion:

N/A

Background:

Attachments in this packet include:

City of Lee's Summit Strategic Plan Framework: Outline of Council vision and goals, adopted 12/1/16

List of 30 Update: Previous list of projects, updated with a status report

Ongoing Strategic Planning Process Steps: Adopted 12/1/16

Glossary of Project Names: Explanation of the Quadrant System as well as a summary of the projects on the "List of 30"

Strategic Planning Program Alignment: Current programming and alignment with Council goals; document to satisfy Step 1 of Planning Process.

Presenter: Stephen Arbo

Vision

A culturally rich community with diverse economic sectors to create a prosperous and dynamic community in perpetuity.

Strategic Initiatives with Vision

<p>Safety</p> <p>To create an environment where the perception of safety is supported by the reality of safety</p>	<p>Education</p> <p>Continue the environment for Education eco-system to thrive</p>	<p>Transportation</p> <p>A multi-modal system that embraces livability and connectivity, including accessibility</p>	<p>Health and Human Services</p> <p>Maximize accessibility and affordability as a wellness community</p>	<p>Infrastructure</p> <p>Ability to address needs expanding capacity for future</p>	<p>Economic Development</p> <p>Thriving yet affordable growth which generates options for long term careers</p>	<p>Culture/Arts</p> <p>Create a supportive environment for artistic expression that represents community values</p>
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Goals

<p>Educate our citizens on high performance standards and how we are attaining these goals.</p> <p>A well-staffed, well paid, well equipped public safety group future oriented, who carry forward community values.</p> <p>Provide resources and facilities to maximize ability to protect citizens.</p>	<p>Collaboration of all sectors of educational institutions.</p> <p>Engage students in community to retain studies in Lee's Summit after graduation.</p> <p>Upgrade online and communication technology that builds data to increase community education and engagement.</p>	<p>Investigate and implement different modes of transportation for all ages.</p> <p>Incorporate technology into transportation.</p> <p>Identify support (leverage and capitalize) for regional options.</p> <p>Connect recreation to economic development projects.</p> <p>Viable roadways in all parts of the city.</p>	<ul style="list-style-type: none"> - Wellness Community - Education and Outreach - Legislative Advocacy - Protection of Environmental Resources <p>Encourage development growth, additions and expansion of non-profit programs.</p> <p>Encourage development of medical resources.</p> <p>Assess housing for non-profits.</p> <p>Aid in free and reduced lunches.</p>	<p>Identify gaps and shortcomings and work to address.</p> <p>Maximize roadway capacity.</p> <p>Improve storm water management system.</p> <p>Maintain curbs and sidewalks.</p> <p>Develop clear policies regarding public vs private needs.</p> <p>Long term planning incl maintenance schedules.</p>	<p>High quality, diverse economic development with bold and flexible decision making to encourage more innovative technology and high wage careers.</p> <p>Clear easily understandable processes allowing for high quality appropriate development with emphasis on problem solving.</p> <p>Spec buildings ready for occupancy.</p>	<p>Cultivate and foster the growth of an emerging and energetic arts environment.</p> <p>Complete Cultural Arts Corridor.</p> <p>Encourage private investment.</p> <p>Public art visible in all areas of the community.</p> <p>Unique and fun options that builds culture and community, attracts others and increases value.</p>
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Issue Identification List

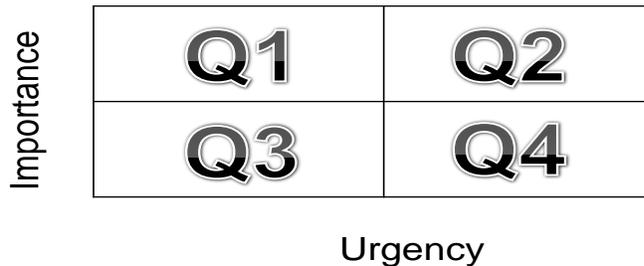
#	Topic	Status	Priority	Safety	Dependability/ Reliability	Community Expectations	Financial Source
1.	Fire Ambulance Expansion	Completed	Q1	X	X	X	Ambulance Fees/General Fund
2.	Downtown Performance Venue	In Progress	Q1			X	GO Bond Issue/Gen Fund?
3.	Public Safety Radio Upgrade	In Progress	Q1	X	X	X	GO Bond Issue
4.	Public Facility Connectivity	In Progress	Q1	X	X		General Fund/GO Bond Issue
5.	Transportation/MoDOT (50 & N 291)	On Hold	Q1	X	X	X	TDD/CID/LCRA/TIF/GO Bond/Fund Loan
6.	Vehicle Fuel Management System	In Progress	Q1	X	X		General Fund - Capital
7.	Park Sales Tax Renewal	Completed	Q1		X	X	Sales Tax Vote
8.	Auto Sales Tax Renewal	Completed	Q1	X	X	X	Sales Tax Vote - Aug 2016
9.	Stormwater-Regulatory Compliance	In Progress	Q1			X	General Fund/Capital Improvements Sales Tax
10.	Capital Improvement Fund Allocation	In Progress	Q1	X	X	X	Capital Improvement Sales Tax
11.	Market Center of Ideas	In Progress	Q1			X	Public Incentives?/Private Investment
12.	Master Plan S291 Corridor	In Progress	Q1			X	General Fund/TIF
1.	Public Services Video System	Under Review	Q2	X		X	General Fund/GO Bond Issue
2.	Records Management	In Progress	Q2		X	X	General Fund
3.	Stormwater-Public System Deterioration	In Progress	Q2	X	X	X	GO Bond Issue/User Fees/Sales Tax/CIP Sales Tax
4.	Transportation Maint. (Rds, Sidewalks, Curbs)	In Progress	Q2	X	X	X	1/2 cent Transportation Sales Tax
5.	Fire Station #3	In Progress	Q2	X	X	X	GO Bond Issue
6.	Transportation/MoDOT (3rd & Ward)	In Progress	Q2		X	X	TDD/CID/LCRA/TIF/GO Bond/Fund Loan
7.	Stormwater-Private Property	In Progress	Q2			X	GO Bond Issue/User Fees/Sales Tax
1.	City Revenue Structure	Under Review	Q3		X		?
2.	Cultural Arts Master Plan	In Progress	Q3			X	GO Bond Issue/Hotel Tax/1% Capital Improvement
3.	Use Tax Consideration	Under Review	Q3		X		Tax Vote?
4.	Pro Active Code Enforcement	On Hold	Q3	X		X	General Fund
1.	Compensation/Pay Policy	In Progress	Q4		X	X	General Fund
2.	Environmental Programs	Under Review	Q4			X	?
3.	Residential Rental Program	In Progress	Q4	X		X	User Fees
4.	Transportation Capacity (1/2 cent tax)	In Progress	Q4	X	X	X	1/2 cent Capital Improvement Sales Tax 2018
5.	"Big 5" Downtown Plan Implementation	In Progress	Q4			X	GO Bond/Gen. Fund/ DT CID
6.	Transportation/MoDOT (Todd George Rd)	On Hold	Q4			X	GO Bond/MoDOT Funding/TIF/CID/TDD
7.	Rock Island Railroad Corridor	In Progress	Q4			X	?

Ongoing Strategic Planning Process

Upon Approval of the Strategic Plan Framework

1. Staff will **match up existing programs and projects** in progress to the goals in the Strategic Plan Framework.
2. Staff will **identify projects discussed but not yet funded** due to financial constraints.
3. Council will **identify obvious gaps to achieve stated goals** and discuss solutions or identify future projects.
4. Staff will **create a timeline** to sequence current projects and Council will prioritize the sequence of future projects.
5. Staff will **create detailed Management Action Plans** for the highest priority projects and programs. With your guidance, Staff will continue to develop Management Action Plans for next level priorities and plans.
6. As a Council, you will **review goals and status of projects on a regularly scheduled basis** and on an annualized basis, the Council will review the entire Strategic Plan Framework, revise the vision, update goals and prioritize projects.

4 Quadrant Prioritization



LS

Description of Quadrant Assignments:

Please note all of the projects that have been assigned to a quadrant below are considered important and critical to the continued success of our community. The purpose of the exercise is to determine what projects should take the highest priority and what projects have the highest level of urgency.

Q1 – Highest importance and highest degree of urgency.

Q2 – Highly important, but the level of urgency is less than Q1.

Q3 – Important and a high degree of urgency.

Q4 - Important, but the level of urgency is less than Q3.

The assignment is based upon “staff perception” and is for the purpose of creating discussion and direction from the Mayor and City Council. Upon the final agreement of the quadrant assignments, the staff will know the issues that have the highest degree of importance and urgency by the Mayor and City Council.

Glossary of Project Names and “Q” Assignments

Fire Ambulance Expansion – Q1

The addition of one ambulance crew, two ambulances (one for operations and a second one for reserve), and related equipment and supplies.

Downtown Performance Venue – Q1

Creation of a space in the downtown area that would allow visual and audio performances to an audience between 300-400 people.

Public Safety Radio Upgrade Q1

Enhancing the City’s radio communication system for the public safety response departments and other operational departments to allow “interoperability” between departments and other political jurisdictions. The current system is “analog-based” and the upgrade would be “digital-based”.

Public Facility Connectivity Q1

Digital connectivity is required between the City of Lee’s Summit buildings, sewer basin monitoring stations, water storage systems, to exchange important data and telephone communications. The current connectivity system is a compilation of older “T1” lines, analog telephone lines, and cellular communications. An integrated system using today’s technology is required for long-term reliability.

Transportation/ MoDOT (US 50 & North M291) – Q1

MoDOT has determined that the bridge structure is in need of replacement in the near future. Due to fiscal constraints MoDOT will replace the bridge with the same capacity design unless there are other funds that can be identified.

Vehicle Fuel Management System – Q1

The current system is based upon older technology and is limited our ability to monitor vehicle fuel usage as it relates to maintenance analysis. The fueling station located at the Fire Headquarters is located adjacent to a stormwater inlet without appropriate safety measures for potential fuel spills or accidents. A new system would be located where environmental protective devices could be installed. The new system would also provide new use monitoring technology.

Park Sales Tax Renewal – Q1

The existing Park Sales Tax will expire in 2018. There has been a proposal by the Parks and Recreation Board to place a renewal tax question on a future election.

Auto Sales Tax Renewal – Q1

The temporary legislation that allows the collection of City sales tax (currently 2 ¼ ¢) from residents who purchase vehicles outside the State of Missouri will expire in November 2016. The City will lose this revenue without the authorization of the voters before November 2016. There will be no future opportunities to consider this revenue source after this date.

Stormwater – Regulatory Compliance – Q1

The National Pollutant Discharge Elimination System (NPDES) regulations are changing in 2016, which will require increased effort by the City to comply with these storm water quality rules. The new permit conditions will be finalized in the next few months and the city will need to be prepared to take more proactive compliance steps, including public education and outreach, illicit discharge identification and elimination, and control of possible pollutants at city facilities.

Capital Improvement Fund Allocation – Q1

Due to a combination of lower than expected construction costs and a stable revenue performance in our ½ ¢ Capital Improvement Sales Tax (set to expire in 2018), city staff has projected approximately \$22M of additional funds available that may be available for other significant capital improvement needs that qualify as appropriate expenditures. (City Council discussion on this matter will be on February 11, 2016.)

Market Center of Ideas – Q1

The development of a program or physical location that would assist individuals who are pursuing the start of a business or promoting an entrepreneurial idea.

Public Services Video System – Q2

Pending State Legislation, Missouri Municipalities will be required to equip each Police Officer and Patrol Vehicle with video and audio recording systems. The system will need to be integrated and provide a quality signal to determine the actions of the officer and the individual of interest.

Records Management – Q2

Based upon a recent audit of the City's record management system, operating costs could be reduced through the establishment of a comprehensive digital-based system. This system will allow the continued compliance of MO Records Statutes while eliminating duplicate documents. All paper documents required by law will still be retained.

Stormwater – Public System Deterioration – Q2

Approximately 44% of the enclosed public stormwater system is built with metal corrugated pipe. Due to natural corrosion from native soils; metal pipe has a limited life span and eventually is need of replacement. Most of our metal pipe is over 20 years in age and is in need of replacement. A proactive

replacement program is needed for the “at risk” conditions of the metal pipe as well as several locations of deteriorated concrete pipe.

Transportation – Maintenance (Road, Sidewalks, Curbs) – Q2

The maintenance costs of the City’s existing transportation infrastructure will continue to grow, especially the need to replace deteriorating curbs.

Fire Station No. 3 – Q2

The current Fire Station No. 3 is not adequate for modern fire fighting practices regarding the dwelling conditions and equipment storage. The Standards of Cover report indicates a future need for ambulance service from this station, as Fire District 3 has the highest demand of all districts within Lee’s Summit. The current station cannot house an ambulance and additional crew due to the building size and configuration. A new, modern facility is needed to meet the needs of the community.

Transportation / MoDOT (3rd and Ward Road) – Q2

There are existing capacity issues at this intersection that reduces the level of service for traffic. Also, this intersection restricts future development opportunities due to capacity issues.

Master Plan – S291 Corridor – Q2

The new US 50 / M291 South interchange will create new capacities and development opportunities for this corridor. Long-term planning and identifying the “highest and best” use of the impacted properties could help the community to achieve a successful development outcome of this project.

Stormwater – Private Property – Q2

Due to a combination of community and a higher frequency of intense rainstorms, there has been an increase of surface water causing negative impacts to private properties. There are community voices requesting the City’s involvement in reducing these impacts caused by stormwater erosion on private property.

City Revenue Structure – Q3

The current municipal revenue structure is based upon older concepts that are losing relevance as new technologies are creating societal shifts. One example is “brick and mortar” based businesses were a traditional approach to capturing property and sales tax. Today, we see new growth and demand on our municipal services through internet and home-based operations.

Use Tax Consideration – Q3

Many Missouri municipalities and counties have adopted “use tax” provisions that allow the collection of the local sales tax on machinery and other non-consumables purchased outside the State of Missouri. The absence of the use tax may create an incentive for non-Missouri purchases to be made instead of local options. The adoption of a use tax would help to build a broader diversity of revenue sources to support our operations.

Pro Active Code Enforcement – Q3

The City generally carries out the minimum housing and neighborhood standards codes on a “complaint basis”. Unless the matter is regarding signs, weeds, or potential threat of life or property, the City will

react to items that are brought to our attention by neighboring property owners or concerned citizens. Some cities have found that “pro-active code enforcement” is a way to assure neighborhoods and commercial properties are kept at a standard to encourage continued investments.

Compensation / Pay Policy – Q4

The City has not adopted a statement that indicates our intention as it relates to attracting qualified candidates and retaining our existing talent pool of employees. Many organizations will determine how competitive they want to be regarding attracting and retaining employees and measure their resource allocation decisions against that policy.

Environmental Programs – Q4

In the past, the City has funded the “environmental programs” such as Household Hazardous Waste, Yard Waste Composting, White Goods Drop-Off, Recycling Center Operations, etc. through a portion of the tipping fees collected at the landfill. Some of these programs will be retained by the assigned private landfill operator, Heartland Environmental Services, other programs are available through other community resources, and a few of the programs will not be available.

Cultural Arts Master Plan- Q4

Although there has been significant progress towards the implementation of the Cultural Arts Master Plan, many initiatives and programs have not been achieved. Recently the Parks and Recreation Department commissioned an update of the 2011 Cultural Arts Plan and will be presenting these findings to the City.

Residential Rental Program – Q4

Many of our older neighborhoods have seen an increase in rental-occupied homes. The property values and stability of these neighborhoods could be strengthened through a code inspection program when there is a change in occupancy.

Transportation Capacity (1/2¢ Capital Improvement Sales Tax) – Q4

The 1/2¢ Capital Improvement Sales Tax has traditionally been used to create new transportation capacities which resulted in improved levels of service or new economic development opportunities. This sales tax will expire in 2018 and will need to be renewed through an election process.

“Big 5” Downtown Plan Implementation – Q4

Recently the City Council adopted five strategic approaches to moving forward the 2004 Old Lee’s Summit Redevelopment Plan: a) expanded definition of “downtown”; b) creation of an outdoor event space, c) development of key corridors and gateways, d) implementation of parking strategy, and e) development of zoning and land use guidelines to encourage density housing opportunities.

Transportation / MoDOT (Todd George Road) – Q4

There are existing capacity issues at this intersection that reduces the level of service for traffic. Also, this intersection restricts future development opportunities due to capacity issues. The construction of the Blackwell Road interchange may reduce the traffic demand at this location. The City will monitor the impact of the Blackwell Road interchange to determine the urgency.

Rock Island Railroad Corridor – Q4

Jackson County is negotiating with Union Pacific Railroad to purchase the Rock Island Railroad corridor. This corridor runs through the southeastern portion of the City upward to the View High and I-470 interchange, eventually connecting to the Jackson County Sports Complex. If the purchase is completed, there may be an impact to the City of Lee's Summit regarding the future potential uses of this corridor.



**2017 Strategic Plan Framework
Project/Program Alignment of Council Goals**

Source Documents and Master Plans

Administration

1. Administration Department Strategic Plan
2. Chamber PSA
3. City Charter
4. Code of Ordinances
5. Communications Plan
6. Compensation Study (In Progress) Q4.1
7. Cultural Arts Master Plan Q3.2
8. DLSMS PSA
9. Downtown Master Plan
10. Economic Development Policy
11. EDC PSA
12. Fiscal Year 2017 Budget
13. Five-Year Business Plan for the City of Lee's Summit
14. General Fund Five-Year Financial Model
15. HEAB Healthy LS Campaign
16. Human Relations Commission Strategic Plan
17. Human Services Advisory Board Strategic Plan and Strategic Objectives
18. Legislative Program
19. LS360
20. Previous Strategic Plan
21. Records Management Audit Q2.2
22. Strategic Plan Framework, 2017
23. Sustainability Plan

Development Services

1. 2005 Lee's Summit Comprehensive Plan
2. 2015-2019 CDBG Consolidated Plan
3. 2016-2017 CDBG Annual Action Plan
4. 2017-2021 Capital Improvements Plan
5. Adopted Building Codes and Amendments
6. Design and Construction Manual
7. Economic Development Incentive Policy
8. Greenway Master Plan
9. Historic Preservation Plan
10. M-150 Sustainable Corridor Plan
11. Old Lee's Summit Downtown Master Plan
12. Thoroughfare Master Plan 2015-2040
13. Unified Development Ordinance
14. Wastewater Master Plan

15. Water Master Plan
16. Property Maintenance Code

Fire Department

1. Accreditation Self-Assessment Manual (SAM)
2. Commission on Fire Accreditation International (CFAI) Report
3. IAFF Local 2195 Labor Agreement
4. LSF D Department Policies and Standard Operating Guidelines
5. LSF D 2017-2027 Staffing Plan (Draft)
6. LSF D Strategic Plan
7. Program Appraisals for Public Education and EMS Programs
8. Public Safety Bond Issue – November 2016
9. Standards of Cover (SOC)

Planning and Special Projects

1. 2005 Lee's Summit Comprehensive Plan
2. CDBG Housing Assessment Study
3. Strategic Master Development Plans
 - a. EnVision LS (Draft)
 - b. M-150 Corridor
 - c. West Pryor Village (Draft)
4. Unified Development Ordinance

Police Department

1. Police Department Strategic Plan
2. Neighborhood Traffic Safety Program

Public Works

1. Americans with Disabilities Act Transition Plan for Public Rights-of-Way
2. Annual Transportation Report
3. Bicycle Friendly Community Program
4. Bicycle Transportation Plan
5. Capital Improvements Plan
6. Citizens' Stormwater Task Force Final Report
7. Downtown Parking Study
8. Greenway Master Plan & Implementation
9. Level of Service Policy
10. Livable Streets Policy
11. MARC Transportation Committee
12. National Pollutant Discharge Elimination System (NPDES) Permit Q1.9
13. Neighborhood Traffic Safety Program
14. School Safety Program
15. Sidewalk Assessment Report
16. Snow/Emergency Plan
17. Stormwater Master Plan Summary Report May 2003
18. Street Light Policy
19. Thoroughfare Master Plan

20. Transit Demand Assessment
21. Unfunded Infrastructure Report
22. Unimproved Road Policy
23. Walk Friendly Community Program

Water Utilities

1. Adopted Capital Improvements Plan
2. Adopted Water Utilities Strategic Plan
3. Code of Ordinances- Chapter 32 Water and Sewers
4. Design and Construction Manuals
5. Federal Regulations – Clean Water Act
6. IAM Local 778 Labor Agreement
7. Intergovernmental Agreements
 - Independence Water Supply and Sewer Conveyance
 - Kansas City Water Supply and Sewer Conveyance
 - Little Blue Valley Sewer District Agreement
 - Middle Big Creek Sewer District Agreement
 - Unity Village Water and Sewer Agreement
 - Jackson County Public Water Supply District 12 Water Agreement
 - Public Water District No. 3 of Cass County Water Agreement
8. Missouri Statutes Title 10 Department of Natural Resources
9. Operational Performance Measures and Goals Annual Report
10. SCADA Master Plan
11. Wastewater Master Plan
12. Water Master Plan

Safety

Vision: To create an environment where the perception of safety is supported by the reality of safety.

Goal 1: Educate our citizens on high performance standards and how we are planning to attain these goals.

Administration

- Communications Team provides citizen and community information about standards as it relates to governmental operation and performance (Communications Plan)

Development Services

- Codes Administration for education and enforcement of minimum housing standards by Neighborhood Services (UDO)

Fire Department

- Through the Accreditation process, fire department developed Total Response Time standards, Community Risk Assessment, Effective Response Force, and Community Expectations and Performance Goals (SOC)
- Citizen expectations, Internal stakeholder expectations, Mission, Values, S.W.O.T. Analysis, Strategic initiatives (Strategic Plan)
- Recommendations for improvement by CFAI assessors (CFAI Report)
- Accreditation “Annual Compliance Report” to Authority Having Jurisdiction (AHJ) through SOC 9th edition

Police Department

- Community Interaction Officer – Police Department is expanding to two CIO positions in order to better facilitate education with citizens and businesses (Strategic Plan).
- Citizen’s Police Academy – The Police Department has a popular and established citizen’s academy that runs annually
- Junior Citizen’s Police Academy – The Junior Citizen’s Police Academy also runs annually in the summer months
- Police Explorer Program – A Police Explorer post has been created in Lee’s Summit; this is the inaugural year. It has been well received and attended to date (Strategic Plan).
- Police Volunteer Program – A new volunteer program is anticipated to be developed within the next year for the police department, increasing citizen knowledge of police operations and more active community involvement (Strategic Plan).
- The Police Department is scheduled for consideration for re-accreditation by the Commission for Accreditation of Law Enforcement Agencies in the Spring of 2017

Planning and Special Projects

- Crime Prevention Through Environmental Design (UDO)

Public Works

- Citizen Surveys – Transportation Safety Questions
- Annual Transportation Report (Annual Transportation Report)

Water Utilities

- Elevate Customer Engagement and Understanding through Customer Relations (Adopted Strategic Plan)
- Utilize Water Utilities Advisory Board to educate customers and receive input relative to the operations of Water Utilities services (Adopted Strategic Plan)
- Annually provide a Customer Confidence Report relative to the quality of the public drinking water to all customers

Goal 1: Educate our citizens on high performance standards and how we are planning to attain these goals (continued).

- Maintain and operate water system in a manner which provides sufficient fire protection throughout the Water Utilities service area
- Pull weekly samples throughout the water system to ensure water quality is maintained

Goal 2: A well-staffed, well-paid, well-equipped public safety group that is future-oriented, who carry forward community values.

Administration

- Currently undertaking a Compensation and Benefit Study (Compensation Study) Q4.1
- LS360
- Maintain the Five-Year General Fund Fiscal Model

Development Services

- Development and implementation of Adopted Building Codes and Amendments
- Continuing education programs for Codes Administration officials
- Rental inspections (UDO) Q4.3

Fire Department

- Staffing needs assessment (LSFD Staffing Plan)
- Recommendations for improvement by CFAI assessors (CFAI Report)
- Addition of rescue to response fleet (Ordinance 7847) Q1.1
- Compensation adjustment and labor agreement (IAFF Local 2195 Labor Agreement)
- Upgrades to radio communications system and emergency equipment such as SCBA upgrade (Public Safety Bond Issue—Ordinance 7949) Q1.3
- Administration division/ program (SAM 1)
- Training program (SAM 8)
 - Greenwood vacant house used for practical training (Ordinance 8025)
 - 150 & Ward vacant house used for practical training (Waiver for Building Donation)
 - Partnership with John Knox Village for practical training on vacant buildings on their property
 - Coordination with State Fire Marshal / State Division of Fire Training for training classes and certifications
- Prevention program (SAM 5B)
- Support Services program (SAM 9C)
- Region A State Mutual Aid Coordination for Fire and EMS (Region A Mutual Aid Plan and SAM 5H)
- Fire codes inspections

Police Department

- Equipment improvement – The Police Department is evaluating potential equipment upgrades, to include weapon lighting systems, a records management system upgrade, Tasers, software for field training, in car video systems, and GPS location systems (Strategic Plan)
- MARRS radio integration – a recent bond issue has allowed the City to pursue integration into the MARRS regional emergency radio system, allowing better communications for police and fire (with ITS; Strategic Plan) Q1.3
- Implementation of agreements with FOP

Goal 2: A well-staffed, well-paid, well-equipped public safety group that is future-oriented, who carry forward community values (continued)

Public Works

- PW is recognized by FEMA as a first responder in emergencies –need to be properly staffed and equipped (Snow/Emergency Plan)
- Implementation of Snow Plan
- Implementation of agreements with IAM (with Water Utilities)

Goal 3: Provide resources and facilities to maximize ability to protect citizens.

Administration

- Maintain the Five-Year General Fund Fiscal Model
- Maintain depreciation and replacement schedules as well as financial resources through the use of MERP, VERP, BERP, SLERP, and PSERP programs (with Fleet, ITS, CBS)
- Participate in and provide leadership to MARC Regional Homeland Security Coordinating Committee

Development Services

- Design and Construction Manual
- Development permitting and construction process
- Enforcement of Property Maintenance Code, Chapter 16 of City Code (Code of Ordinances)

Fleet

- Emergency Vehicle Technician Certification Program

Fire Department

- Replacement of Fire Station #3 (Public Safety Bond Issue—Ordinance 7949) Q2.5
- Fire station build-out planning project

Information Technology Services

- Interconnectivity of City facilities Q1.4

Police Department

- Police facility plan – the Police Department is evaluating police headquarters needs in order to develop a plan for needed upkeep and upgrades (Strategic Plan).
- City building surveillance – the Police Department is working with other City departments in order to better integrate building surveillance cameras to improve safety for citizens and staff (Strategic Plan).
- Safe shopping zone – the Police Department has established a safe exchange area at the Police building for internet sales interactions

Public Works

- Snow/Emergency Plan
- Unimproved Roads Policy
- Livable Streets Policy Implementation (Livable Streets Policy)
- Transportation Safety Programs
 - Neighborhood Traffic Safety Program (Neighborhood Traffic Safety Program)
 - Addresses traffic safety concerns in residential neighborhoods (commonly referred to as traffic calming program)
 - School Area Traffic Safety Program
 - Provides periodic reviews of school areas to maintain and improve safety for students

Goal 3: Provide resources and facilities to maximize ability to protect citizens (continued).

- Road Safety Audit and Neighborhood Sign Audit Program
 - Provides periodic traffic safety reviews of thoroughfares and neighborhood signing to maintain and improve safety and compliance with adopted standards.
- Crash Analysis Program
 - Provides periodic reviews of crashes citywide, the identification of high crash locations and crash studies to mitigate crashes and improve safety.
- Street Lighting Policy
- Various Transportation Infrastructure Networks (e.g. roads, sidewalks, paths, signals, etc.) that support safe and efficient mobility and accessibility for all people and emergency responders including required resources for planning, engineering, construction and maintenance to provide and continue service and operation
- Temporary Traffic Control Permitting and Right-of-Way Permitting

Water Utilities

- Maintain and regulate operation of the Water and Wastewater Utility to provide the resources and facilities needed to protect the continuity of the system
- Maintain and operate water system in a manner which provides sufficient fire protection throughout the Water Utilities service area, supporting the ISO Class I rating
- Maintain intergovernmental agreements with other entities to provide sufficient water supply and wastewater capacity to meet the community's needs (Intergovernmental Agreements)

Education

Vision: Continue the environment for education ecosystem to thrive.

Goal 1: Collaboration of all sectors of educational institutions.

Administration

- LS360
- Participate in quarterly Capital Improvement and Development review with educational stakeholders
- Annual participation in the Core4 Career Fair (with Human Resources)
- Engagement of high school students by Human Relations Commission
- Citizens Academy

Central Building Services

- Organize an annual Career Day (with Fleet)

Fire Department

- Public Education program to R7 School District students (SAM 5C and Public Education Program Appraisal)
- “Call and Pump”/CPR community outreach/education (EMS Program Appraisal, SAM 5C, Call and Pump Screenshot)
- Fire Ops 101

Planning and Special Projects

- Historic preservation month includes high school students as part of program activities

Police Department

- Citizen Police Academy

Public Works

- PW Engineering and Airport are both Partners in Education with R7 – PWE with Summit Technology Academy, and Airport with Mason Elem. Airport staff also collaborating with St. Michael’s H.S. on aviation course when school opens. A number of PW staff members take part in career days at various community schools.

Goal 2: Engage students in community to retain studies in Lee’s Summit after graduation.

Administration

- Participate in job and career fairs to engage students in thinking about educational
- Longstanding collaborative partnership with Lee’s Summit R-7 School District using the school as an economic development partner
- In partnership for the funding and collaboration of Missouri Summit Innovation Center
- In partnership with Summit Technology Center
- Provide resume-writing via Pro Deo volunteerism
- Career Fair participation with MCC
- Participate in numerous career fairs annually to promote City of Lee’s Summit as employer
- Provide staff support for Market Center of Ideas [Q1.11](#)
- Provide Internship programs and opportunities

Fire Department

- Newly-formed internship program for high school students for LSF

Information Technology Services

- Partnership established with MCC-Longview for internships

Goal 2: Engage students in community to retain studies in Lee's Summit after graduation (continued).

Police Department

- The Police Department has started to operate an Explorer program, complementing and already existing Junior Citizen's Police Academy (Strategic Plan)
- Chief Forbes serves on the Advisory Board for the Herndon Career Center, a vocational school serving Lee's Summit R-7 students and other districts. A Police program is part of the Center's curriculum. The Police Department also provides staff for mock interviews, guest speakers, and other services to form a good relationship with young students
- Youth Court
- Police intern program – the Police Department plans to institute an intern program with local colleges and universities (Strategic Plan)

Public Works

- Airport Open House
- Internship program established with University of Central Missouri at Airport

Water Utilities

- Engage the community through the Big Truck and Equipment Show and Drinking Water week outreach programs
- Provide classroom training of the Water Utilities systems to Lee's Summit elementary school students

Goal 3: Upgrade online and communication technology that builds data to increase community education and engagement.

Administration

- When mutually beneficial, share network and technological resources with school district and other agencies
- Constituent engagement with social media including Facebook, Twitter, YouTube, and Pinterest (with Fire, Police, Water Utilities, and Public Works)
- Community Counts residential newsletter highlighting program and services by the City (with Communications)
- E-newsletters (with Communications)
- Community Heroes program with 106.5 The Wolf to honor persons or groups displaying good character, demonstrating generosity, commitment and outstanding achievement (with Communications, Development Services)
- State of the City placing a spotlight on what makes the community great and goals for the new year (with Communications)
- Annual Report highlighting programs, services, and accomplishments (with Communications)
- Overall Marketing and Public Relations Strategy under the direction of Community Marketing Director (with Communications, and Development Services)
- LSTV programming including original programming and public service announcements (with Communications)

Development Services

- Continued upgrade for online portals of business licenses (with ITS)

Fire Department

- Provide community updates and alerts through Nixle

Information Technology Services

- Public data and maps published online through GIS
- Website re-design (with Communications)

Goal 3: Upgrade online and communication technology that builds data to increase community education and engagement (continued).

Police Department

- The Police Department is enhancing its online presence through more interactive use of Twitter and other platforms such as Snapchat and Periscope (Strategic Plan).

Water Utilities

- Communication with public via social media platforms, such as Facebook, to elevate customer engagement and understanding (Strategic Plan)
- Provide customers with convenient online methods for customer access to account services such as e-bills, water consumption, rate information, and other information to educate and engage customers

Transportation

Vision: A multi-modal system that embraces livability and connectivity, including accessibility.

Goal 1: Investigate and implement different modes of transportation for all ages.

Administration

- Rock Island Rail Road Corridor Q4.7

Public Works

- Neighborhood Traffic Safety Program
- School Safety Program
- Bicycle Friendly Community Program
- Updated Transit Demand Assessment completed earlier this year. Current agreements with KCATA and OATS for public transit services utilizing City's federal transit funds for portions of program. Coordinating with KCATA on potential Eastern Jackson Co. transit system improvements (Transit Demand Assessment)
- Livable Streets policy adopted and advisory board in place. Provides input on incorporating multiple transportation modes in the community including pedestrian, bicycle and transit based on City and regional plans (Livable Streets Policy)
- ADA Transition Plan for Public ROW outlines implementation of accessible routes throughout city (ADA Transition Plan)
- Resolution to upgrade unimproved roads and interim road standards to include paved shoulders for bike/pedestrian use – interim road standard required for certain developments adopted by Council in December 2016 (Unimproved Roads Policy)
- Thoroughfare Master Plan Q4.4
- Bicycle Transportation Master Plan and Greenway Master Plan
- Access Management Code
- Implementation of Airport Master Plan underway with expansion of runway (Airport Master Plan)

Goal 2: Incorporate technology into transportation.

Public Works

- Traffic Signal Communications Master Plan and contract with MARC for Operation Greenlight
- Networked signal systems on high volume arterial corridors (Chipman, 2nd, Douglas, Blue Parkway, some Pryor)
- Participation in Operation Greenlight regional networked traffic management system (Douglas)
- Use of Adaptive Traffic Signal Control Technologies (Chipman)
- Use of advanced vehicle detection systems in traffic signal operations, LED lighting, wireless and fiber communications, etc.

Goal 3: Identify support (leverage and capitalize) for regional options.

Administration

- Rock Island Rail Road Corridor Q4.7

Planning and Special Projects

- MARC Technical Forecast Committee

Goal 3: Identify support (leverage and capitalize) for regional options (continued).

Public Works

- Represent LS at MARC Highway Committee, Bicycle and Pedestrian Advisory Committee, Sustainable Places Policy Committee, Transit Priorities Committee and Missouri Priorities Committee, which recommend allocation of federal STP funding in the region (MARC Transportation Committee)
- Seek cost share opportunities through MoDOT (e.g. Blackwell Interchange) and available federal funding opportunities (e.g. Energy Block Grant and Federal Transit Funds)

Goal 4: Connect recreation to economic development projects.

Development Services

- Development plans with multi-modal focus
- Staff support of Paragon Star development process (with Administration)

Planning and Special Projects

- Corridor master plans incorporate recreation aspects to economic development

Public Works

- Livable Streets Policy
- Bicycle Transportation Plan
- Greenway Master Plan
- Bicycle Friendly Community
- Walk Friendly Community
- Sidewalk Assessment Report
- ADA Transition Plan

Goal 5: Viable roadways in all parts of the city.

Police Department

- The Police Department continually works with MODOT and the Division of Highway Safety to provide safe roadways within the City

Public Works

- Thoroughfare Master Plan
 - Update completed this year to reflect current community growth and land use
 - Identifies road needs throughout community
 - Used as project list for selection of roadway projects for funding from various sources
- Access Management Code
- Unimproved Road Policy
- Level of Service Policy
- Livable Streets Policy
- The Police Department and Public Works Department work together in traffic planning and the Neighborhood Traffic Safety Program to assure for roadway safety (with Police; NTSP)

Health and Human Services

Vision: Maximize accessibility and affordability as a wellness community

Goal 1: Wellness community; Education and outreach; Legislative advocacy; Protection of environmental resources.

Administration

- Tobacco 21 (with Development Services)
- Provide staff support to Health Education Advisory Board
- Provide staff support to Human Services Advisory Board
- Provide staff support to Human Relations Commission

Fire Department

- Public Education program to R7 School District students (SAM 5C and Public Education Program Appraisal)
- “Call and Pump”/CPR community outreach/education (EMS Program Appraisal, SAM 5C, Call and Pump Screenshot)
- Provide staff support to Public Safety Advisory Board

Planning and Special Projects

- Strategic Master Development Plans with natural resource protection and sustainability focus
- Creating greenway connections including walking and biking facilities in conjunction with development applications (with Development Services; Greenway Master Plan)

Police Department

- Provide staff support to Public Safety Advisory Board

Public Works

- NPDES Permit - PW staff leads implementation/compliance efforts for water quality protection/improvement (NPDES) **Q1.9**

Water Utilities

- Maintain environmentally friendly and financially sustainable water and wastewater infrastructure systems (Adopted Strategic Plan and Intergovernmental Agreements)
- Comply with Federal regulations, support rehabilitation of aging infrastructure, maintain adequate wastewater treatment capacity, and improve operational efficiency (Strategic Plan)
- Regulate the design and construction of new water and wastewater facilities and infrastructure to protect water quality and the environment
 - Design and Construction Manual
 - Wastewater Master Plan
 - Water Master Plan
 - Wastewater Capital Improvement Plan
- Provide a Customer Confidence Report relative to the quality of the public drinking water to all customers

Goal 2: Encourage development, growth, additions, and expansion of non-profit programs.

Administration

- Earned Income Tax Credit Program tax preparation
- Non-profit education and networking programs by Human Services Advisory Board

Central Building Services

- City Hall hosted blood drives
- City Hall is a polling location for elections

Development Services

- Economic Development Incentive Policy
- Staff support to LSMMBA

Planning and Special Projects

- Consolidated Plan for Community Development Block Grant
- Minor Home Repair Program (CDBG Annual Action Plan)

Goal 3: Encourage development of medical resources.

Fire Department

- Collaboration with St. Luke's East and LSMC on stroke, STEMI/TCD (Time Critical Diagnosis) treatments and programs
- Increased resources to recruit EMS professionals (IAFF Agreement)
- EMS Ambulance Expansion [Q1.1](#)

Police Department

- The Police Department plans to explore the deployment of Automatic External Defibrillators in patrol cars in the future (Strategic Plan)
- Crisis intervention team (Strategic Plan)
- The Police Department maintains the Crisis Intervention Team program for mental health awareness and resource access, with plans to expand in the future

Goal 4: Assess housing for non-profits.

Administration

- Provide staff support to Human Services Advisory Board

Planning and Special Projects

- CDBG Housing Assessment Study

Goal 5: Aid in free and reduced lunches.

Planning and Special Projects

- Community Development Block Grant support of backpack program

Infrastructure

Vision: Ability to address needs, expanding capacity for the future

Goal 1: Identify gaps and shortcomings, and work to address.

Administration

- Relocation of Vehicle Fuel Management System (with Fleet) [Q1.6](#)

Development Services

- 2005 Comprehensive Plan

Fire Department

- Fire Station location plans as it relates to Total Response Times (SOC)

Information Technology Services

- Finance information technology-related infrastructure through MERP program

Public Works

- Multiple documents utilized to identify infrastructure needs
 - Thoroughfare Master Plan [Q4.4](#)
 - Sidewalk Assessment Report
 - ADA Transition Plan
 - Pavement Rating Model
 - Bridge Rating System
 - Annual Pavement Management Plans [Q2.4](#)
 - Stormwater Management Plans and resident input on problem areas
 - Citizens' Stormwater Task Force Final Report [Q2.7](#)
 - Neighborhood Traffic Safety Program
 - Crash studies
 - Intersection traffic operations analysis
 - Infrastructure Needs Assessment
 - Greenway Plan
 - Bicycle Plan
 - Performance Reporting (e.g. Annual Transportation Report)
 - Parking Study
 - Citizen surveys
- Unfunded infrastructure inventory and report completed in October 2013
- Capital Improvement Plan identifies 5-year, financially constrained plan for infrastructure [Q1.10](#)

Water Utilities

- Maintain Water and Wastewater Renewal and Replacement Programs for Infrastructure and Facilities
 - Water Utilities Adopted Strategic Plan
 - Wastewater Master Plan
 - Water Master Plan
 - SCADA Master Plan
 - 5-Year Rate Model
 - 5-Year Water and Wastewater Capital Improvement Plan
 - Water and Wastewater Pump Station and Facility Replacement Program
 - Meter replacement program (Automated Meter Reading)

Goal 2: Maximize roadway capacity.

Public Works

- Roadway capacity is analyzed as part of the Thoroughfare Master Plan using the Transcad model to develop traffic growth scenarios and roadway capacity is reviewed through development impact studies and periodic intersection operational analysis [Q4.4](#)
- Level of Service Policy
- Access Management Code
- Traffic Signal Coordination and Optimization
- Roadway maintenance programs to extend the service life of infrastructure [Q2.4](#)
- Encourage multi-modal transportation (e.g. transit, pedestrian and bicycle modes) to reduce roadway trips

Goal 3: Improve storm water management system.

Development Services

- Stormwater impact of new development is analyzed during Engineering Design and Review Process
- Standards for new development (Design and Construction Manual)

Public Works

- Stormwater master plans for all watersheds in city were completed between 1997 and 2002. The summary report contains prioritized recommended improvement projects and cost estimates (Stormwater Master Plan Summary) [Q2.3](#)
- In 2007, \$15.4 million in G.O. bonds were approved for stormwater projects to address structure flooding due to insufficient public drainage system. Public input requested brought a number of locations to city staffs' attention that were unknown prior to this process. Approximately 20 project locations were completed through the bond program. The public input process has identified approx. 35 more locations that could qualify
- Stormwater management is topic of current work by Public Works Committee
- Public Works Committee recommending adding stormwater capital projects into CIP Sales Tax Renewal [Q1.10](#)
- Work will continue to consider permanent funding for a higher level, ongoing stormwater management program [Q2.3](#)
- NPDES Permit - PW staff leads implementation/compliance efforts for water quality protection/improvement (NPDES) [Q1.9](#)
- Drainage Master Plan

Goal 4: Maintain curbs and sidewalks.

Central Building Services

- Utilization of Building and Equipment Replacement Program (BERP) funding for sidewalk and pavement replacement at City facilities

Development Services

- Enforcement of Property Maintenance Code, Chapter 16 of City Code (Code of Ordinances)

Public Works

- Annual pavement management program replaces approx. \$1M of curb each year (CIP) [Q2.4](#)
- Invested \$3.3m in Arterial Curbs, which resulted in 26.5 miles in new curbs (CIP) [Q1.10](#)

Goal 5: Develop clear policies regarding public vs private needs.

Planning and Special Projects

- Complete Street Program

Public Works

- Citizens' Stormwater Task Force (2004) recommended division of public and private responsibility as it pertained to stormwater problems. Other infrastructure within ROW generally clearer due to ROW ordinances [Q2.7](#)

Water Utilities

- Provide guidance on the installation of public and private infrastructure
 - Code of Ordinances Chapter 32 Instructions for Connections and Extensions
 - Design and Construction Manual

Goal 6: Long-term planning including maintenance schedules.

Administration

- LS360
- Maintain depreciation and replacement schedules as well as financial resources through the use of MERP, VERP, BERP, SLERP, and PSERP programs (with Fleet, ITS, CBS)

Central Building Services

- Utilization and funding of BERP program to replace infrastructure as needed
- Preventative and routine maintenance on City facilities

Development Services

- 2005 Comprehensive Plan
- Enforcement of Property Maintenance Code, Chapter 16 of City Code (Code of Ordinances)

Fire Department

- Fire Station maintenance relating to aging stations

Public Works

- Citizens' Stormwater Task Force Final Report [Q2.7](#)
- Annual pavement and curb programs are scheduled maintenance which includes crack sealing, microsurfacing, and overlay. Pavement maintenance is based on pavement condition index (PCI). Curb replacement takes place when street overlay is scheduled for the following year. Replacement of deteriorated curb (due to poor aggregates) is based on safety, available funding and severity of deterioration based on a condition rating system. Maintenance costs for new infrastructure are also included in the Capital Improvement Plan for each project [Q2.4](#)
- Annual street light and pavement marking maintenance programs [Q2.4](#)

Water Utilities

- Maintain and monitor water and wastewater system performance and goals (Operational Performance Measures and Goals Annual Report, Operations SOPs)
- Condition Assessments Inventory of Infrastructure
 - 5-Year Water and Wastewater Capital Improvements Plans
 - Geographic Information Systems – Water Utilities/ITS

Goal 6: Long-term planning including maintenance schedules (continued).

- City Works
 - Wastewater Pipeline and Water System Condition Assessments
 - Manhole Inspection and Condition Assessment Program
 - Valve exercise and fire hydrant maintenance schedules
 - Wastewater jetting schedules
 - Facilities maintenance schedules
 - Meter replacement schedules
- Anticipate future water and wastewater needs in potential annexation areas
- Maintain agreements with other entities to provide Water and Wastewater resources that meet the needs of the community both now and in the future (Intergovernmental Agreements)

Economic Development

Vision: Thriving, yet affordable growth which generates options for long-term careers.

Goal 1: High-quality, diverse economic development with bold and flexible decision-making to encourage more innovative technology and high-wage careers.

Administration

- Leverage strategic economic development partnerships with Chamber of Commerce, Economic Development Council, and Downtown Main Street (PSAs)

Development Services

- Economic Development Incentive Policy
- Old Lee's Summit Downtown Master Plan
- Design and Construction Manual
- Regular and periodic updates of Building Codes
- Regular and periodic updates of development standards

Fire Department

- Insurance Services Organization (ISO) Fire Rating (Source document in-progress)

Planning and Special Projects

- Strategic corridor planning efforts coordinated with high-quality design standards (UDO) **Q1.12**
- Establishing thresholds to achieve a higher density urban development reducing infrastructure costs (UDO)

Public Works

- Capital Improvement Plan has included projects impactful to future economic development as a factor in decision-making **Q1.10**
- Thoroughfare Master Plan 2015-2040

Water Utilities

- Support economic viability by providing adequate water supply and wastewater capacity and treatment
 - Water and Wastewater Master Plans
 - Adopted Water Utilities Strategic Plan

Goal 2: Clear, easily-understandable processes allowing for high-quality appropriate development with emphasis on problem solving.

Development Services

- Reorganization and creation of Development Center to streamline development process
- Development and Implementation of Economic Development Policy (Economic Development Policy)
- Old Lee's Summit Downtown Master Plan
- 2005 Lee's Summit Comprehensive Plan
- Design and Construction Manual

Planning and Special Projects

- Developing new standards for high-quality development, allowing for the intensification of development activities in prime areas (UDO)
- Requiring mixed-use developments through the creation of Planned Mixed Use Development Corridors (UDO)

Goal 3: Spec buildings ready for occupancy.

Development Services

- Performance-based development agreements for economic development (Incentive Policy)
- Development and Implementation of Economic Development Policy
- Development and implementation of Adopted Building Codes and Amendments
- Adopted Building Codes and Amendments

Culture/Arts

Vision: Create a supportive environment for artistic expression that represents community values.

Goal 1: Cultivate and foster the growth of an emerging and energetic arts environment.

Administration

- Continued support and implementation of the Cultural Arts Plan Q3.2
- Drafted Public Art Policy
- Provide financial support to the Arts Council (FY17 Budget)
- Provide staff support to Beautification Commission

Central Building Services

- Public Art on display in City Hall
- Partner with Lee's Summit R-7 School District for musical performances in City Hall
- "Meet the Artist" events

Development Services

- Old Lee's Summit Downtown Master Plan
- Historic Preservation Plan

Goal 2: Complete Cultural Arts Corridor.

Administration

- Planning and coordination of proposed Farmers Market and Downtown Performing Arts Space Q1.2
- Assisted in the development of a permanent space for the Historical Society of Lee's Summit

Development Services

- Cultural Facilities Master Plan

Goal 3: Encourage private investment.

Development Services

- Old Lee's Summit Downtown Master Plan
- Historic Preservation Plan
- Lee's Summit Municipal Building Authority

Goal 4: Public art visible in all areas of the community.

Central Building Services

- Time capsule
- Downtown seasonal landscaping

Public Works

- PW providing technical assistance for gateway monuments along with installation of at least one monument

Goal 5: Unique and fun options that builds culture and community, attracts others and increases value.

Administration

- Annual MLK Event
- City partners with organizers for frequent downtown events
- Comprehensive support for community activities such as Oktoberfest

Central Building Services

- Spray grounds, Hartley fountain, Parks & Rec fountains
- Historical Museum
- Historic train depot

Development Services

- Old Lee's Summit Downtown Master Plan
- Historic Preservation Plan

Packet Information

File #: 2017-0888, Version: 1

PUBLIC HEARING - Appl. #PL2016-206 - REZONING from R-1 and CP-2 to PMIX and CONCEPTUAL DEVELOPMENT PLAN - West Pryor Village, approximately 70 acres generally bounded by I-470 on the north, NW Pryor Rd on the east and NW Lowenstein Dr on the southwest; City of Lee's Summit, applicant

The City Council directed Planning Staff to prepare a Master Development Plan for the properties west of Pryor Road between I-470 and Chipman Road. In consideration of the anticipated new development opportunities within the proposed Conceptual Development Plan (CDP) titled "West Pryor Village", the City is proposing to rezone the area indicated in the attachments from the current R-1, Single Family and CP-2, Planned Community Commercial zoning districts to PMIX, Planned Mixed Use. Planned Mixed Use will allow a more flexible combination of uses and provides the opportunity to specify particular uses while limiting those uses considered undesirable for this unique area. The "West Pryor Village" Plan along with the new PMIX zoning will be used as the framework for development within this highly visible corridor located at a desirable I-470 interchange.

Development standards will be brought forward at a later date following the adoption of the rezoning and Conceptual Plan.

Existing uses within the subject area are confined to vacant property, limited individual single-family homes and major overhead electrical transmission lines. The properties with homes are now under a single ownership of the Christie Development Group which will be coming forward with a Preliminary Development Plan following approval of this requested rezoning and Conceptual Development Plan. The proposed CDP also includes the proposed layout for the Christie Preliminary Development Plan as well and is shown with the overhead power lines being relocated. The power lines present a development impediment in that they bisect several properties where primary buildings could be located. The CDP has them shown relocated to the Pryor Road right-of-way. If the power lines remain where they exist today the CDP will have to be revised with a different development configuration.

Comprehensive Plan: The current Comprehensive Plan shows the properties abutting Pryor Road as Commercial (Office and Retail) and low density residential on the properties behind them.

Open House: An open house was held November 14, 2016, for all property owners and those owners within 185 feet of the properties scheduled for rezoning and to present the proposed Conceptual Development Plan.

A powerpoint will be presented at the public hearing for your consideration of the proposed rezoning to PMIX and "West Pryor Village" Conceptual Development Plan.

The Planning Commission held a public hearing on January 24, 2017 and voted to recommend approval removing the two westernmost multi-family buildings from the Conceptual Development Plan. The Commission had reservations primarily focused on the Conceptual Development Plan. They were concerned

that the layout did not fit the character of the PMIX zoning and that although there were mixed uses throughout the Plan they were situated in groups of similar uses like other standard developments. The Commission would rather have seen vertical mixed use as was originally drawn up for the area in question.

Single family residential property owners in the nearby Summerfield Subdivision raised concerns about the two westerly multi-family buildings that will overlook their properties and the access being provided to them.

Recommendation: Staff recommends **APPROVAL** of the rezoning from R-1 & CP-2 to PMIX and conceptual development plan for West Pryor Village.



LEE'S SUMMIT

M I S S O U R I

PUBLIC HEARING NOTICE TO PROPERTY OWNERS

Date Notice Sent: January 6, 2017

Dear Property Owner,

You are invited to attend two public hearings on a City initiated rezoning and Conceptual Development Plan for an area west of Pryor Road, north of Chipman Road and south of I-470 as depicted on the attached map. The City Council directed staff to prepare a Master Development Plan for the subject properties in advance of processing development applications. The proposed rezoning to PMIX, Planned Mixed Use and Conceptual Development Plan "West Pryor Village" will provide the necessary ingredients and framework for the anticipated new development along this corridor, incorporating residential, office, retail and other related uses and public amenities.

PUBLIC HEARING

The City will conduct two public hearings as follows:

Planning Commission

When: Tuesday January 24, 2017

Time: 5:00 PM

**Where: City Council Chambers
220 SE Green Street
Lee's Summit, MO**

City Council

When: Thursday February 16, 2017

Time: 6:15 PM

**Where: City Council Chambers
220 SE Green Street
Lee's Summit, MO**

In consideration of the anticipated new development opportunities within "West Pryor Village" the City is proposing to rezone the area indicated on the enclosed map from the current zoning of R-1, Single Family and CP-2, Planned Community Commercial to PMIX, Planned Mixed Use. Planned Mixed Use will allow a more flexible combination of uses and provides the opportunity to specify particular uses while limiting those uses considered undesirable for this unique area. The "West Pryor Village" Plan along with the new PMIX zoning will be used as the framework for development within this corridor.

You are receiving this letter as a property owner within the area proposed for rezoning or as a property owner within 185 feet thereof. (See attached map). All interested persons are invited to attend and will have an opportunity to be heard at the public hearing.

Protest Petition: Property owners included in the proposed rezoning and within 185 feet of the property requested to be zoned and subject to the public hearings shall have the opportunity to submit a protest petition. The petition shall be in conformance with the Unified Development Ordinance and shall be filed with the office of the City Clerk prior to City Council action. Staff recommends petitions be filed at least two weeks prior to the City Council hearing so the validity of the protest will be verified prior to the hearing.

For more information, contact the Planning and Codes Administration Department, City of Lee's Summit, at 816-969-1600.

Yours Truly

Robert G. McKay, AICP
Director of Planning and Codes Administration



LEE'S SUMMIT

MISSOURI

November 4, 2016

Dear Property Owner,

The City of Lee's Summit would like to invite you to an open house in order to share the proposed Conceptual Master Development Plan for the properties on the west side of Pryor Road between Chipman Road and I-470. The open house will be held:

WHERE: City Hall
Howard A Conference Room, 2nd Floor
220 SE Green Street
Lee's Summit, MO 64063

DATE: November 14, 2016

TIME: 5:30 PM to 7:00 PM

This open house is an opportunity to provide information and answer questions on a City driven proposed conceptual master development plan in advance of it being brought forward for public hearing. The Planning Commission and City Council will hold public hearings for the purpose of rezoning the property shown on the enclosed map to PMIX (Planned Mixed Use) and establish the "Conceptual Master Development Plan".

PMIX zoning provides the opportunity to specify particular uses while limiting those uses considered undesirable for this unique area.

You are receiving this letter as a property owner within the area proposed for rezoning or as a property owner within 185 feet thereof. (See attached map on back side of this letter).

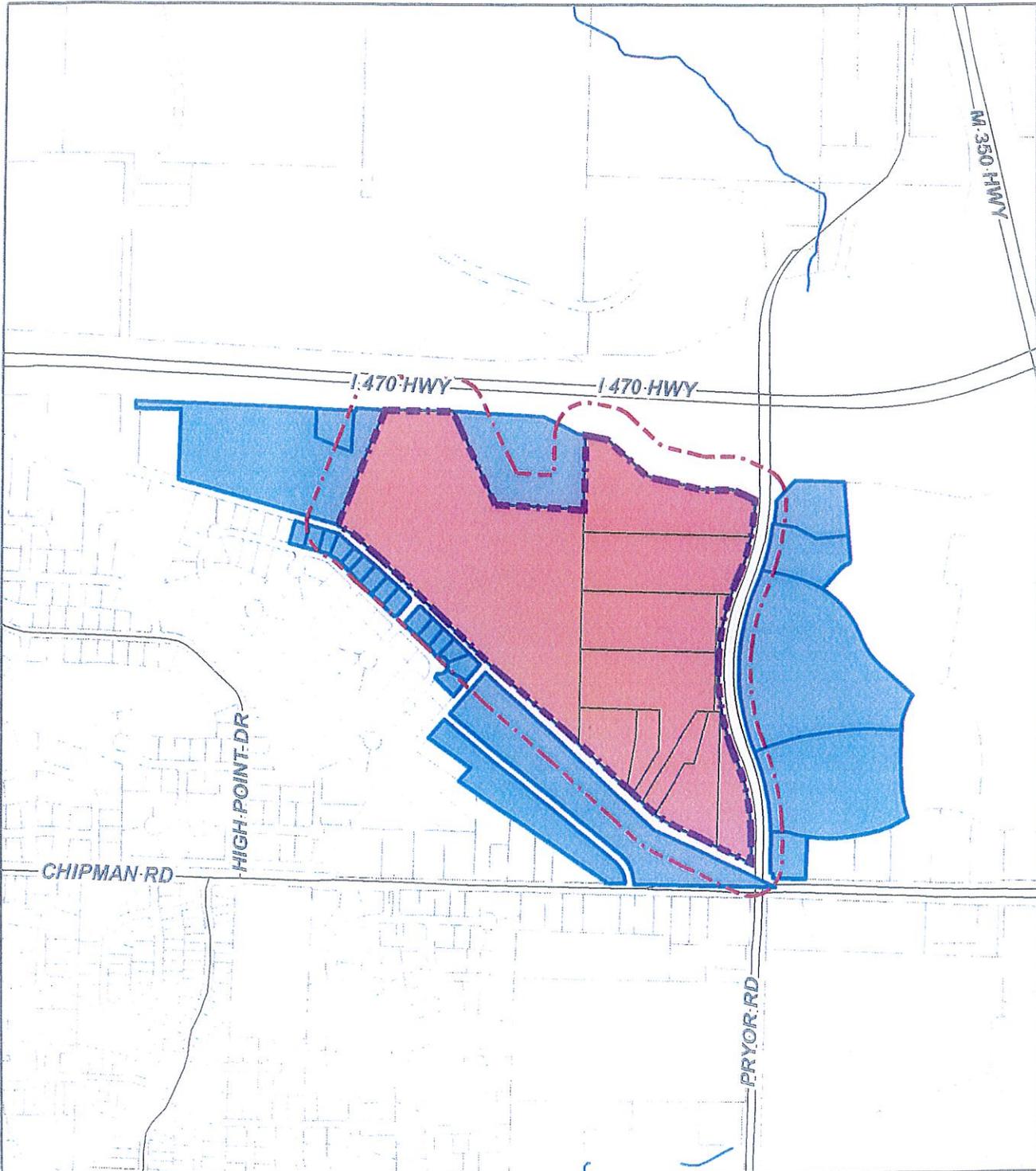
For more information, contact the Planning & Codes Administration Department, City of Lee's Summit, at 816-969-1600.

Yours Truly

A handwritten signature in blue ink, appearing to read 'Robert G. McKay', written over a horizontal line.

Robert G. McKay, AICP
Director of Planning and Codes Administration

Property Notification Map



Legend

- | | | | |
|--|--------------------------------------|---|---------|
|  | PMIX Rezoning Boundaries |  | Parcels |
|  | PMIX Rezoning Parcels |  | Streets |
|  | 185' Buffer of PMIX Rezoning Parcels |  | Streams |
|  | Parcels within 185 Buffer | | |



Map Date: 11/2/2016
Planning and Codes Administration



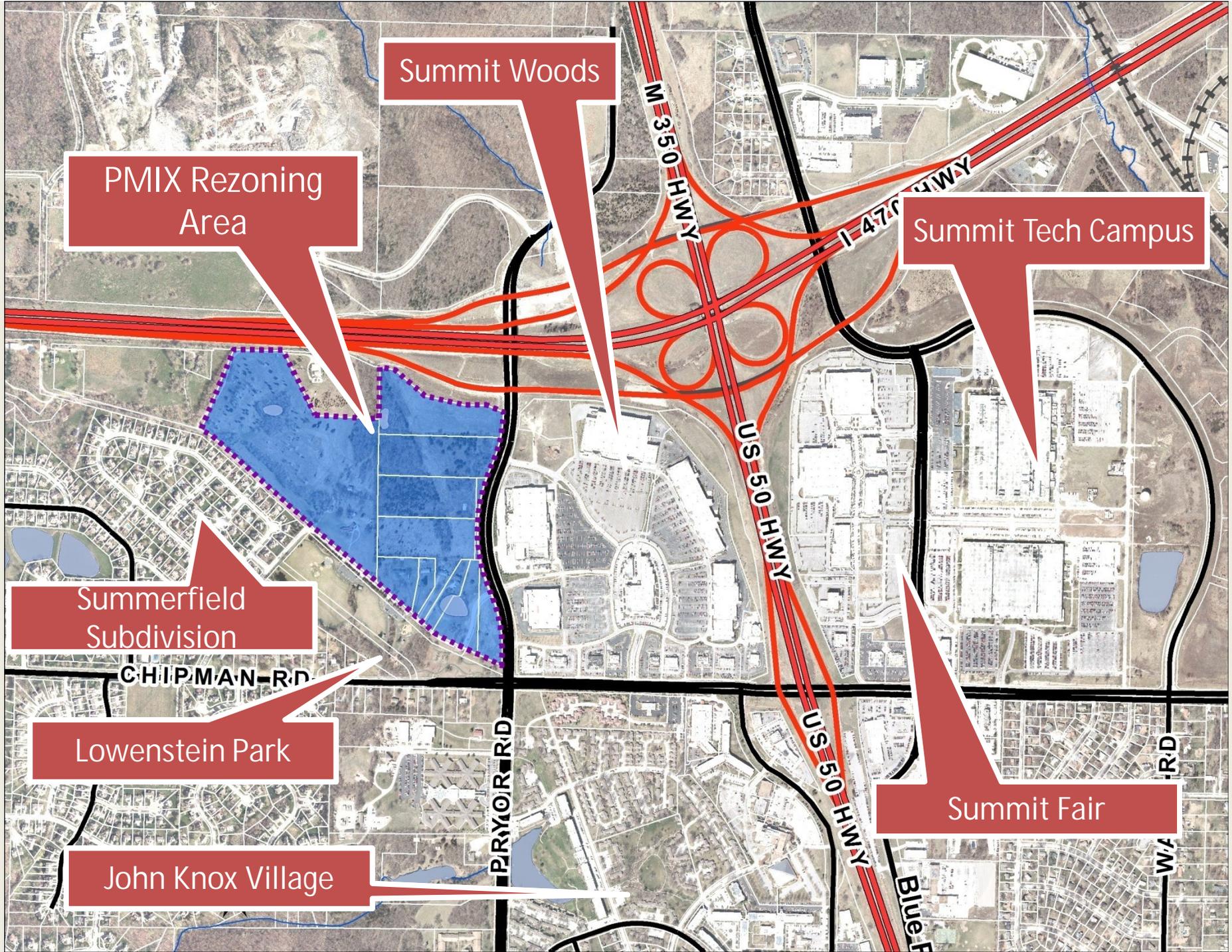
Mixed Use/Public Space

Hotel/Conference

Relocate Power Line

- Multi-family Residential
- Retail/Hotel
- Office/Conference
- Club House
- Structured Parking
- Water

West Pryor Village Concept



Summit Woods

PMIX Rezoning Area

Summit Tech Campus

Summerfield Subdivision

Lowenstein Park

John Knox Village

Summit Fair

Packet Information

File #: BILL NO. 17-59, **Version:** 1

AN ORDINANCE APPROVING APPLICATION #PL2016-206 - REZONING FROM R-1 AND CP-2 TO PMIX AND CONCEPTUAL DEVELOPMENT PLAN - APPROXIMATELY 70 ACRES GENERALLY BOUNDED BY I-470 ON THE NORTH, NW PRYOR ROAD ON THE EAST AND NW LOWENSTEIN DR. ON THE SOUTHWEST KNOWN AS THE WEST PRYOR VILLAGE CONCEPTUAL DEVELOPMENT MASTER PLAN ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO.5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

First Motion: I move for second reading of AN ORDINANCE APPROVING APPLICATION #PL2016-206 - REZONING FROM R-1 AND CP-2 TO PMIX AND CONCEPTUAL DEVELOPMENT PLAN - APPROXIMATELY 70 ACRES GENERALLY BOUNDED BY I-470 ON THE NORTH, NW PRYOR ROAD ON THE EAST AND NW LOWENSTEIN DR. ON THE SOUTHWEST KNOWN AS THE WEST PRYOR VILLAGE CONCEPTUAL DEVELOPMENT MASTER PLAN ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO.5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Second Motion: I move for adoption of AN ORDINANCE APPROVING APPLICATION #PL2016-206 - REZONING FROM R-1 AND CP-2 TO PMIX AND CONCEPTUAL DEVELOPMENT PLAN AND DESIGN STANDARDS - APPROXIMATELY 70 ACRES GENERALLY BOUNDED BY I-470 ON THE NORTH, NW PRYOR ROAD ON THE EAST AND NW LOWENSTEIN DR. ON THE SOUTHWEST KNOWN AS THE WEST PRYOR VILLAGE CONCEPTUAL DEVELOPMENT MASTER PLAN ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO.5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 17-59

AN ORDINANCE APPROVING APPLICATION #PL2016-206 – REZONING FROM R-1 AND CP-2 TO PMIX AND CONCEPTUAL DEVELOPMENT PLAN – APPROXIMATELY 70 ACRES GENERALLY BOUNDED BY I-470 ON THE NORTH, NW PRYOR ROAD ON THE EAST, AND NW LOWENSTEIN DRIVE ON THE SOUTHWEST KNOWN AS WEST PRYOR VILLAGE ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #PL2016-206 requesting a change in zoning classification from Districts CP-2 (Planned Community Commercial District), and R-1 (Single Family District) to District PMIX (Planned Mixed Use District) on approximately 70 acres generally bounded by i-470 on the north, NW Pryor road on the east, and NW Lowenstein Drive on the southwest known as West Pryor Village and requesting approval of a conceptual development plan for the rezoned PMIX area, submitted by the City of Lee's Summit, was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing on the West Pryor Village rezoning and conceptual development master plan on January 24, 2017; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on March 9, 2017, and rendered a decision to adopt the West Pryor Village rezoning and conceptual development plan for said property.

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

SECTION 1. That the following described property is hereby rezoned from Districts CP-2 and R-1 to District PMIX:

Generally bounded by I-470 on the north, NW Pryor Road on the east, and NW Lowenstein Drive on the southwest and more legally described as:

(See Exhibit A)

SECTION 2. That the conceptual development plan as appended hereto and made a part hereof is hereby adopted and shall serve as the framework for future development within this area. Design standards will be brought forward at a later date to establish the development criteria and specific uses for the West Pryor Village Conceptual Development Plan.

SECTION 3. That the following conditions shall apply:

1. A preliminary development plan shall be required for any phase of the conceptual development plan.

SECTION 4. That the Governing Body concludes that the rezoning and conceptual development plan will provide sustainable value to the City, incorporates sound planning principles and design elements that are compatible with surrounding properties and consistent through the

BILL NO. 17-59

proposed project, effectively utilize the land upon which development is proposed, and further the goals, spirit and intent of the Unified Development Ordinance.

SECTION 5. Nonseverability. That all provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgment on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgment.

SECTION 6. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance, enacted by Ordinance No. 5209 and amended from time to time.

SECTION 7. That this ordinance shall be in full force and effect from and after the date of March 2, 2017.

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

City Attorney Brian W. Head

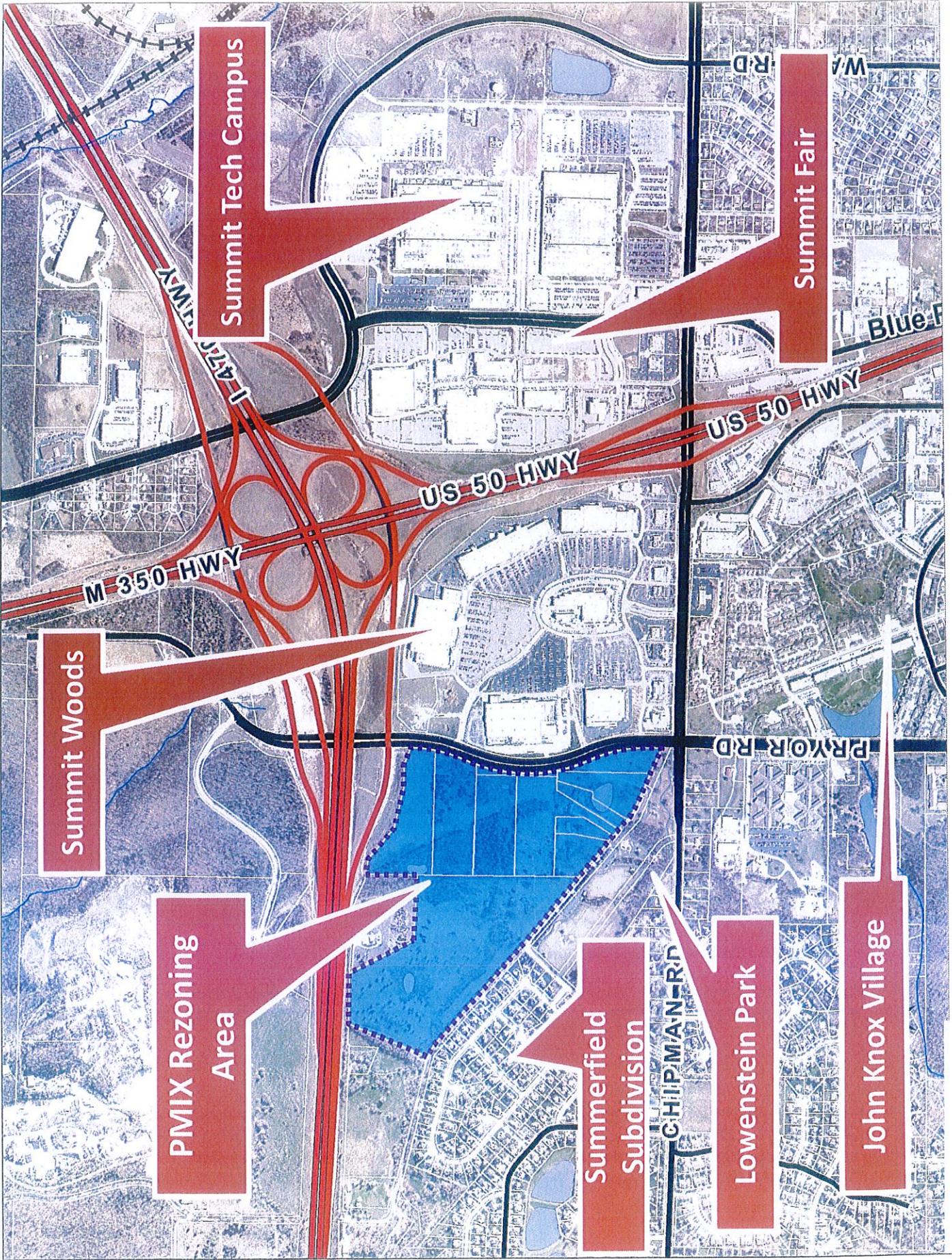


EXHIBIT A

Packet Information

File #: BILL NO. 17-60, **Version:** 1

AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE SOUTHWEST I-470 TRANSPORTATION DEVELOPMENT DISTRICT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC.

Issue/Request:

AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE SOUTHWEST I-470 TRANSPORTATION DEVELOPMENT DISTRICT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC.

Key Issues:

This ordinance will approve a cooperative agreement between the City, the Southwest I-470 Transportation Development District (the "TDD") for the Paragon Star project, the Paragon Star CID and Paragon Star, LLC.

This agreement is the "implementation agreement" that provides for the terms and conditions under which the TDD will impose the TDD sales tax, collect the sales tax revenues and expend the revenues for the project. This agreement is consistent with all of the prior approvals granted by the Council for the Paragon Star project and is an implementation step for the TDD operations.

The TDD Sales Tax revenues will be remitted from the Department of Revenue to the City Finance Department, which will disburse the revenues in accordance with flow of funds set forth in the agreement. The TDD commenced operations and has already approved this agreement. The TDD sales tax will go into effect when the conditions associated with construction and financing of the sports complex have been satisfied and when the City-owned property will be transferred to the CID for construction of the sports complex and the mixed-use village.

Paragon Star, LLC is a party to this agreement because that entity is the developer of the overall project. The I-470 and View High CID is a party because that entity will own and maintain the interior road improvements that will be funded by the TDD.

Proposed City Council Motion:

First Motion: AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE SOUTHWEST I-470 TRANSPORTATION DEVELOPMENT DISTRICT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC. - I move for second reading

Second Motion: AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE SOUTHWEST I-470 TRANSPORTATION DEVELOPMENT DISTRICT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC. - I move for adoption

Background:

The City approved the I-470 and View High TIF Plan (the "TIF Plan") on March 10, 2016. The implementation of this TIF Plan includes the TDD. The City filed the petition in circuit court to form the TDD. The TDD was authorized to be formed by court order issued on September 12, 2016, subject to qualified voter approval in an election which was

File #: BILL NO. 17-60, **Version:** 1

successfully completed and certified by the Jackson County Election Authority on December 19, 2016.

Other Information/Unique Characteristics:

The TDD is operational and has approved the TDD Sales Tax resolution, which will go into effect when the conditions discussed above have been satisfied.

Presenter:

David Bushek, Gilmore & Bell P.C. - City's Economic Development Counsel

BILL NO. 17-60

AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE SOUTHWEST I-470 TRANSPORTATION DEVELOPMENT DISTRICT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC.

WHEREAS, on March 10, 2016, the City Council approved the I-470 and View High Tax Increment Financing Plan (the "Redevelopment Plan") through the adoption of Ordinance No. 7833 in accordance with the Real Property Tax Increment Allocation Redevelopment Act, sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act"); and,

WHEREAS, the Southwest I-470 Transportation Development District (the "TDD") was authorized to be formed by court order issued on September 12, 2016, subject to qualified voter approval in an election which was successfully completed and certified by the Jackson County Election Authority on December 19, 2016; and,

WHEREAS, the City now desires to approve an implementation agreement with the TDD and other relevant parties to provide for the terms and conditions under which the TDD will operate, impose the TDD sales tax and expend the sales tax revenues.

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

SECTION 1. The Cooperative Agreement which is attached hereto as Exhibit A and incorporated herein by reference (the "Agreement"), is hereby approved and the Mayor is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 17-60

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

BILL NO. 17-60

EXHIBIT A

COOPERATIVE AGREEMENT

[ATTACHED]

COOPERATIVE AGREEMENT

among

CITY OF LEE'S SUMMIT, MISSOURI,

the

**SOUTHWEST I-470
TRANSPORTATION DEVELOPMENT DISTRICT,**

the

**I-470 AND VIEW HIGH
COMMUNITY IMPROVEMENT DISTRICT,**

and

PARAGON STAR, LLC.

dated as of

_____, 2016

COOPERATIVE AGREEMENT

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this _____ day of _____, 201__, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “**City**”), the **SOUTHWEST I-470 TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri transportation development district (the “**District**” or “**TDD**”), the **I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT** (the “**CID**”), and **PARAGON STAR, LLC**, a Missouri limited liability company (the “**Developer**”) (the City, the District, the CID and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the District, which was formed on September 12, 2016 by order of the Circuit Court of Jackson County, Missouri, subject to approval of the District by the qualified voters of the District is a political subdivision of the State of Missouri and is transacting business and exercising powers granted to it pursuant to the Transportation Development District Act, Sections 238.200 through 238.275, RSMo (the “**TDD Act**”); and

WHEREAS, the District is authorized to impose a sales tax within the District at the maximum rate of one percent (1.0%) for a period of thirty-two (32) years within the District for the purpose of funding transportation improvements; and

WHEREAS, it is necessary for the efficient operation of the District that it enter into an agreement with the City regarding the operation of the District, the imposition, administration and disbursement of the District Sales Tax and the construction and maintenance of the TDD Projects, and

WHEREAS, the Parties desire to contract to establish their relationships regarding operations of the District.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Administration Fee**” means that amount of the District Sales Tax Revenue that the Sales Tax Administrator shall receive as compensation for performing the administrative duties of the District and administering and accounting for the District Sales Tax, as set forth in this Agreement.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, resolution, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“Board” or **“Board of Directors”** means the governing body of the District.

“Bond Documents” means any bonds, indentures or other financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of any Obligations.

“Budget” is defined in Section 4.4.

“Captured District Sales Tax Revenues” means the portion of the District Sales Tax Revenues that are captured as Economic Activity Taxes pursuant to the Redevelopment Plan and the Redevelopment Agreement.

“CID” shall mean the I-470 and View High Community Improvement District.

“Developer” means Paragon Star, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest; and Related Entities, for purposes of reimbursement of Reimbursable Project Costs only.

“District Election” means the election that occurred on December 13, 2016, which approved the District, the District Sales Tax and the TDD Projects.

“District Sales Tax” means the sales tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the TDD Act in the amount not to exceed one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District and in accordance with this Agreement.

“District Sales Tax Revenues” means the monies actually collected, pursuant to this Agreement and the TDD Act, from the imposition of the District Sales Tax.

“Economic Activity Taxes” means those revenues deposited in a separate segregated account within the Special Allocation Fund consisting of fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other “taxing districts” (as that term is defined in section 99.805 (16) of the TIF Act) and which are generated by economic activities within the Redevelopment Project Area (as defined in the Redevelopment Agreement) over the amount of such taxes generated by economic activities within the Redevelopment Project Area in the calendar year prior to the year that the Redevelopment Project (as defined in the Redevelopment Agreement) and the collection of TIF Revenues (as defined in the Redevelopment Agreement) were approved by ordinance, as more fully defined in the Redevelopment Plan and the Redevelopment Agreement.

“Economic Activity Taxes Account” means the separate segregated account within the Special Allocation Fund into which the Economic Activity Taxes are deposited.

“Event of Default” means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental

restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties' failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

"Fiscal Year" means July 1 through June 30 of each year, which Fiscal Year coincides with the City's fiscal year.

"Locally Owned" means all improvements not within MoDOT rights-of-way or jurisdiction, which will be owned by the City or the CID.

"MoDOT" means the Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission.

"Non-Captured District Sales Tax Revenues" means portion of the District Sales Tax Revenues not captured as Economic Activity Taxes pursuant to the Redevelopment Plan and the Redevelopment Agreement.

"Obligations" means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the District, or by or at the direction of the City pursuant to the Redevelopment Plan, which pay for the TDD Projects, in whole or in part, or to refund outstanding Obligations.

"Operating Costs" means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services. Costs and expenses incurred by the Sales Tax Administrator on behalf of the District in accordance with an approved District budget and in the performance of the administrative services, for which the Sales Tax Administrator receives the Administration Fee, shall not be included as Operating Costs. Costs incurred by the Sales Tax Administrator regarding enforcement of the District Sales Tax in the performance of any actions authorized in Section 3.5 shall be treated as Operating Costs.

"Petition" shall mean the Petition for the Creation of the Southwest I-470 Transportation Development District filed in the Circuit Court of Jackson County, Missouri on May 23, 2016.

"Project Costs" means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the TDD Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the TDD Projects that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the TDD Projects, including but not limited to the following:

- A. actual and reasonable costs of issuance and capitalized interest, if any, for any Obligations issued to finance the TDD Projects;
- B. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation

of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the TDD Projects and all actual and reasonable costs for the oversight of the completion of the TDD Projects including overhead expenses for administration, supervision and inspection incurred in connection with the TDD Projects; and

C. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the TDD Projects and which may lawfully be paid or incurred by the District under the TDD Act.

“Redevelopment Agreement” means the Tax Increment Financing Redevelopment Agreement executed by and between the City and Paragon Star, LLC, dated October 20, 2016, which implements the Redevelopment Plan.

“Redevelopment Plan” means the I-470 and View High Tax Increment Financing Plan as approved by the City.

“Report” is defined in Section 4.4.

“Sales Tax Administrator” means the City, which shall perform all duties incident to receiving the District Sales Tax Revenues, accounting for all District Sales Tax Revenues and disbursing the District Sales Tax Revenues in accordance with this Agreement, the TDD Act and all applicable forms and regulations adopted by the District relating to accounting and disbursing the District Sales Tax Revenues.

“Special Allocation Fund” means the separate City fund to be known as the I-470 and View High Redevelopment Area Special Allocation Fund, including the separate segregated accounts into which TIF revenues are from time to time deposited, all in accordance with the Redevelopment Plan and the Redevelopment Agreement.

“TDD Projects” means those improvements described in Exhibit A, along with any other TDD projects that may be approved at a later date in accordance with the TDD Act and this Agreement.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The TDD Projects are authorized in the Judgment. The TDD Projects will be financed by collective action of the Parties pursuant to the Redevelopment Agreement.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of

this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. Consideration and public benefit: The District acknowledges that construction of the TDD Projects is of significant value to the District, the property within the District and the general public. The District finds and determines that the TDD Projects will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the TDD Projects; (iii) increasing local and state tax revenues; and (iv) providing necessary improvements for the District and for other surrounding development. Further, the District finds that the TDD Projects conform to the purposes of the TDD Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required to be executed and delivered by the Developer herein, and such execution and delivery has been duly and validly authorized and approved by Developer by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Developer is a party, or any order, rule or regulation of any court or governmental body applicable to the Developer or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

Section 2.4. Representations by the CID. The CID represents that:

A. The CID is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

B. The CID has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the CID has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the CID will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the CID is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the CID or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the CID under the terms of any instrument or agreements to which the CID is a party.

D. There is no litigation or proceeding pending or threatened against the CID affecting the right of the CID to execute or deliver this Agreement or the ability of the CID to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax.

A. The District has approved a resolution that imposes the District Sales Tax, which is authorized pursuant to the District Election. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the TDD Act. The City, as the Sales Tax

Administrator, shall receive the District Sales Tax Revenue from the Department of Revenue, which shall be disbursed in accordance with this Agreement.

B. The District Sales Tax may be imposed at any rate up to the maximum rate approved by the qualified voters. The District may impose the District Sales Tax at the maximum rate for the entire life of the District, or may adjust the District Sales Tax rate on a periodic basis as deemed necessary by the District.

Section 3.2. District Administration and Sales Tax Duties.

A. The District Sales Tax will be collected by the Missouri Department of Revenue, as provided in the TDD Act. The District hereby authorizes the Sales Tax Administrator to perform all functions incident to the administration, operation, and disbursement of the District Sales Tax Revenues, to the extent not performed by the Missouri Department of Revenue. The District further authorizes the Sales Tax Administrator to prescribe any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the Sales Tax Administrator, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax Revenues shall be deposited in a separate bank account by the Sales Tax Administrator and in accordance with all applicable resolutions adopted by the District. The District may amend the forms, administrative rules and regulations applicable to the administration, collection, enforcement and operation of the District Sales Tax and the operations of the Sales Tax Administrator, as needed.

Section 3.3. Administration Fee.

A. The Sales Tax Administrator shall receive an Administration Fee for administering and accounting for the District Sales Tax in an amount equal to 1.5% of the total District Sales Tax Revenues. The Sales Tax Administrator shall also be reimbursed by the District for any costs and expenses incurred in connection with any collection or enforcement issues associated with the District Sales Tax in which the Sales Tax Administrator may participate with or at the direction of the Missouri Department of Revenue.

B. In the event that the Administration Fee does not fully reimburse the Sales Tax Administrator for actual costs and expenses incurred in fulfilling its obligations under this Agreement, the Sales Tax Administrator may receive reimbursement for those actual additional costs that exceed the Administration Fee after the Sales Tax Administrator provides an accounting of such costs and expenses and the payment of such costs and expenses are approved by District resolution. In the event that there are insufficient funds in any Fiscal Year to cover the actual additional costs and expenses incurred by the Sales Tax Administrator and approved for payment by District resolution, such approved but unpaid costs and expenses shall be paid in subsequent Fiscal Years.

Section 3.4. Operating Costs. The Sales Tax Administrator, on behalf of the District, shall pay for the Operating Costs of the District from District Sales Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.4. In the course of performing the administrative duties set forth in Section 3.2 or enforcement duties set forth in Section 3.5, the Sales Tax Administrator may incur Operating Costs for the District which shall be paid in accordance with the budget approved by the District.

Section 3.5. Enforcement of the District Sales Tax. The District may, by resolution, authorize the Sales Tax Administrator, to the extent requested and authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The Sales Tax Administrator may, in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the Sales Tax Administrator deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the Sales Tax Administrator and to take all action necessary to effect the substitution of the Sales Tax Administrator for the District in any such action, lawsuit or proceeding if requested. All actions taken by the Sales Tax Administrator for enforcement and any legal proceeding filed by the Sales Tax Administrator for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

Section 3.6. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax during which District Sales Tax Revenues are first generated and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the Sales Tax Administrator shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues most recently received in the following order of priority (except as may be modified pursuant to **Section 3.7**):

A. While Project Costs remain unreimbursed, and if any Obligations have been issued and while such Obligations remain outstanding:

1. The Captured District Sales Tax Revenues, if any, shall become Economic Activity Taxes by the operation of tax increment financing pursuant to the Redevelopment Plan, which shall be deposited into the Economic Activity Taxes Account of the Special Allocation Fund and shall be expended in accordance with the Redevelopment Plan and the Redevelopment Agreement.

2. The City, on behalf of the District, shall pay the Administration Fee from the Non-Captured District Sales Tax Revenues.

3. The City, on behalf of the District, shall pay the Operating Costs from the Non-Captured District Sales Tax Revenues.

4. The City, on behalf of the District, shall make the remaining Non-Captured District Sales Tax Revenues available to pay the Obligations if any Obligations have been issued.

4. In the event that there are no Obligations outstanding, the City, on behalf of the District, shall make the remaining Non-Captured District Sales Tax Revenues available to reimburse the Developer for expenses incurred by Developer to fund the TDD Projects which have been certified by the City as Project Costs pursuant to the Redevelopment Agreement and which are not funded by Obligations. No payment of the District Sales Tax Revenues shall be made to Developer until such TDD Project costs have been certified by the City as Project Costs pursuant to the Redevelopment Agreement.

B. If all Project Costs have been reimbursed and if all Obligations have been fully retired and if the District Sales Tax continues in effect, or if such tax has been extended by mutual agreement of the Parties and in accordance with the TDD Act:

1. If tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, the Captured District Sales Tax Revenues, if any, shall become Economic

Activity Taxes by the operation of tax increment financing pursuant to the Redevelopment Plan, which shall be deposited into the Economic Activity Taxes Account of the Special Allocation Fund and shall be expended in accordance with the Redevelopment Plan and the Redevelopment Agreement.

2. The City, on behalf of the District, shall pay the Administration Fee. Such payment shall be made from the Non-Captured District Sales Tax Revenues if tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, otherwise such payment shall be made from the District Sales Tax Revenue.

3. The City, on behalf of the District, shall pay the District Operating Costs. Such payment shall be made from the Non-Captured District Sales Tax Revenues if tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, otherwise such payment shall be made from the District Sales Tax Revenue.

4. The remaining District Sales Tax Revenues shall be used to reimburse Developer for expenses incurred by Developer to fund the TDD Projects which have been certified by the City as Project Costs pursuant to the Redevelopment Agreement.

Section 3.7. Effect of Obligations.

A. The Parties acknowledge the TDD Act and the Petition authorized the District to issue Obligations and that the priority for distribution of the District Sales Tax Revenues set forth in Section 3.6 may be modified by Bond Documents. In the event of a conflict between the terms of this Agreement and any documents creating Obligations, the documents creating the Obligations will control with respect to priority of disbursement of District Sales Tax Revenues. Nothing in the Bond Documents shall lessen the amount of, or change the timing of Developer's receipt of, Captured District Sales Tax Revenues, without the written consent of the Developer in its sole discretion.

B. The Obligations are expected to refinance and fully refund the currently outstanding bonds issued by the I-470 and 350 Transportation Development District. The Parties agree, subject to the terms, conditions and requirements of this Agreement, to use best efforts to cause the District to issue this debt in coordination with the commencement of the District Sales Tax, on a schedule to be established by the Parties.

Section 3.8. Records of the District Sales Tax. The Sales Tax Administrator shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis.

Section 3.9. Repeal of the District Sales Tax. Unless extended in accordance with this Section, the District shall implement the procedures in the TDD Act for repeal of the District Sales Tax and abolishment of the District (1) when all Project Costs have been paid, or (2) thirty (30) years following the date the District Sales Tax is first imposed, whichever occurs first. The District shall not implement the procedures for repeal or modification of the District Sales Tax and abolishment of the District if: (1) any District Sales Tax Revenue is due to the Sales Tax Administrator for outstanding Administration Fees; (2) the District, with the prior written consent of the City, has approved another project pursuant to the TDD Act; or (3) the duration of the District has been extended by mutual agreement of the Parties in compliance with the TDD Act. The Sales Tax Administrator's obligation to perform for the District all functions incident to the administration, enforcement and operation of the District Sales Tax shall terminate concurrent with the repeal of the District Sales Tax. Upon repeal of the District Sales Tax, the Sales Tax Administrator shall:

- A. Retain the Administration Fee to which it is entitled in accordance with this Agreement.
- B. Pay all outstanding Operating Costs.
- C. Retain any remaining District Sales Tax Revenue until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the TDD Act.

ARTICLE 4: DISTRICT PROJECTS

Section 4.1. TDD Projects. The TDD Projects shall be designed, constructed and financed in accordance with the requirements of the Redevelopment Agreement. The District shall impose the District Sales Tax within the boundaries of the District to provide reimbursement of Project Costs incurred for the TDD Projects.

Section 4.2. Ownership and Maintenance of TDD Projects.

A. As allowed by the TDD Act, the District's sole role is to fund and assist in the funding of the TDD Projects. The District shall have no ownership of the TDD Projects and title to the TDD Projects shall at all times be vested in the name of MoDOT, the City or the CID. Except as otherwise provided in the Redevelopment Agreement, MoDOT, the City or the CID shall at all times be responsible for maintenance of the TDD Projects.

B. The City and the CID will coordinate regarding the long-term ownership and maintenance of the Locally Owned TDD Projects.

Section 4.3. Annual Budget. The Sales Tax Administrator, on behalf of the District, shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the preceding year and upcoming year. The Budget shall be prepared by or reviewed by the City not less than sixty (60) days prior to submission of the Budget to the District Board of Directors for review and approval. Not later than the first day of each Fiscal Year, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such fiscal year a budget which provides for application of the District Sales Tax Revenues collected in such fiscal year in accordance with the budget for the prior Fiscal Year.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

A. The Sales Tax Administrator shall be the official record keeper of the District's records relating to District Sales Tax Revenues, and shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the District, such information as they may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order

to enable such parties to determine whether the covenants, terms and provisions of this Agreement have been met.

B. The City, in its sole discretion, may provide for District financial audits to be performed in coordination with City audits and in accordance with Section 238.272, RSMo. All pertinent books, documents and vouchers relating to District business and affairs shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

C. All professional services for the District, including legal and engineering services, shall be performed pursuant to an engagement letter or contract between the District and the service provider, which shall be approved by resolution of the District.

Section 5.2. Records of the City. The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the costs of the TDD Projects. Such records shall be available for inspection by the District upon reasonable notice.

Section 5.3. Consent by Tenants and Transferees.

A. Developer and the CID shall use good faith efforts to cause all leases and transfers of property owned by the Developer or the CID within the District after the date of this Agreement to contain a provision that is in substantial compliance with the following:

Transportation Development District: Tenant acknowledges that the Leased Premises are a part of the Southwest I-470 Transportation Development District (“District”) created by order of the Circuit Court of Jackson County, Missouri, and that the District imposes a sales tax on Tenant’s economic activities that will be applied toward the costs of public improvements that will provide a generalized benefit to the development. Tenant shall forward to the City of Lee’s Summit (“City”) copies of Tenant’s State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District, and the City as the agent of the District, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer and the CID shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement with purchasers of property located within the District, requiring that such sales information be provided to the City.

B. Promptly following the execution of any lease or transfer for real property within the District, the Developer or the CID, as appropriate, shall provide a certification to the City, signed by such Developer and such tenant, confirming that the lease includes the provisions satisfying the Developer’s obligation as set forth in this Section. Failure of Developer or the CID to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District’s and the City’s rights of enforcement and remedies under this Agreement, nor shall it affect such Developer’s right to receipt of reimbursable Project Costs or otherwise form the basis of a default on the part of such Developer hereunder.

C. The Developer and the CID shall enforce the lease/sales contract obligation set forth in paragraph B of this Section and shall require any purchaser, lessee or other transferee or possessor of the property within the District, to provide to the City a copy of their Missouri sales tax returns. This obligation shall be a covenant running with the land and shall be enforceable against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Default and Remedies. An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying such failure.

If any Event of Default has occurred and is continuing, then the non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceeding at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 6.2. Rights and Remedies Cumulative. The rights and remedies of either Party under this Agreement and those provided by law shall be construed as cumulative and continuing. No one of them shall be exhausted by the exercise thereof on one or more occasions. Both Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and both Parties hereby waive the right to raise such defense in any proceeding in equity.

Section 6.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 6.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 7.2. Modification. The terms, conditions, and provisions of this Agreement can not be modified or eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.3. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 7.4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 7.5. Common Representation. The City and the District agree that the engagement of common special legal counsel for the City and the District does not materially limit the representation of the District or the City and will not adversely affect the relationship between the District and the City. To the extent that such common legal representation presents a conflict of interest, the City and the District hereby consent to common representation.

Section 7.6. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.7. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Randy Rhoads, Mayor

ATTEST:

Denise Chisum, City Clerk

**SOUTHWEST I-470 TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____

Name: _____
Executive Director

ATTEST:

Name: _____
Secretary

**I-470 AND VIEW HIGH COMMUNITY
IMPROVEMENT DISTRICT**

By: _____

William Brown, Executive Director

ATTEST:

Name: _____

Secretary

PARAGON STAR, LLC

By: _____

Name: _____

ATTEST:

Name: _____

Secretary

EXHIBIT A

DESCRIPTION OF TDD PROJECTS

The construction, reconstruction, installation, repair, and maintenance of the following public infrastructure improvements:

- a) The extension of View High Drive from its current terminus of the four lane section at the Northerly Highway 470 Right of Way, north approximately 800 LF to and including a proposed Roundabout.
- b) The connection of View High Drive from the Roundabout in a) west, to existing View High Drive, approximately 400 LF.
- c) The construction of View High Parkway from the Roundabout mentioned in a), north approximately 1500 LF to and including a proposed roundabout.
- d) The construction of River Road approximately 1500 LF from the roundabout mentioned in c), southeast to and including a roundabout due east of the roundabout mentioned in a).
- e) The construction of View High Boulevard approximately 1600 LF from the roundabout mentioned in a) to the roundabout mentioned in d) including the two bridges required to cross the little blue river.
- f) The construction of 98th Street for a length of approximately 800 LF from the roundabout mentioned in c) northeast to the City limit.
- g) Mass grading of land adjacent to infrastructure improvements described in items a) through f).
- h) The construction of surface parking lots on the land adjacent to the infrastructure improvements described in items a) through f).
- i) Construction of improvements to I-470 and View High interchange.
- j) Any earthwork, landscape, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the improvements stated items a) through j).
- k) I-470 and 350 Highway Transportation Improvements:
 - Land Acquisition for Rights-of-way
 - Utility Relocation for road improvements (Gas Line and Valve Vault)
 - Pryor Road Improvements
 - Construction as 4-lane divided parkway from I-470 to Chipman Road
 - Extension south of Chipman Road
 - Chipman Road Improvements
 - Extend east-bound left turn lane onto north-bound Highway 50
 - West-bound right turn lanes into three site entrances
 - East-bound left turn lanes into two site entrances
 - Three signal modifications
 - Install new signal at center site entrance
 - Northern west-bound through lane
 - Southern west-bound and two east-bound lanes
 - Construct raised median
 - Highway 50 Ramps

North-bound left turn lane onto Chipman Road
South-bound left turn lane onto Chipman Road from south-bound Highway 50
Additional south-bound lanes on south-bound Highway 50 off-ramp
I-470 & Pryor Road half-diamond interchange, bridge and ramps
Engineering Costs and other Professional Fees for improvements listed above
Financing Costs and Interest for improvements listed above
Contingency or improvements listed above

EXHIBIT B

FORM OF LETTER TO THE DEPARTMENT OF REVENUE

**SOUTHWEST I-470 TRANSPORTATION DEVELOPMENT DISTRICT
220 SE Green Street
Lee's Summit, Missouri 64063**

_____, 2016

Missouri Department of Revenue
Customer Services Division
Sales/Use Tax
P.O. Box 3380
Jefferson City, Missouri 65105-3380

Re: Remittance of Sales Tax Revenue for the Southwest I-470 Transportation Development District to City of Lee's Summit, Missouri

Dear Sir or Madam:

The Southwest I-470 Transportation Development District (the "**District**") hereby authorizes the Missouri Department of Revenue (the "**Department**") to remit directly to City of Lee's Summit, Missouri (the "**Sales Tax Administrator**") all of the District sales tax revenue collected by the Department. In accordance with a cooperative agreement ("**Cooperative Agreement**") entered into between the Sales Tax Administrator and the District dated _____, 2016, a copy of which is enclosed, the Sales Tax Administrator shall deposit all sales tax revenue into a separate bank account that is maintained solely for the administration of the District sales tax revenues and shall disburse such funds in accordance with the Cooperative Agreement. Identifying information for the special account is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the Sales Tax Administrator will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

**SOUTHWEST I-470 TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
Executive Director

Packet Information

File #: BILL NO. 17-61, **Version:** 1

AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC.

Issue/Request:

AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC.

Key Issues:

This ordinance will approve a cooperative agreement between the City, the I-470 and View High CID and Paragon Star, LLC, as the developer of the sports and entertainment complex.

This agreement is the "implementation agreement" that provides for the terms and conditions under which the CID will impose the CID sales tax, collect the sales tax revenues and expend the revenues for the project. This agreement is consistent with all of the prior approvals granted by the Council for the Paragon Star project and is an implementation step for the CID operations.

The CID Sales Tax revenues will be remitted from the Department of Revenue to the City Finance Department, which will disburse the revenues in accordance with flow of funds set forth in the agreement while any obligations are outstanding. The five-member CID Board of Directors is composed of three Paragon Star representatives and two City representatives.

This agreement provides that the CID will own the sports complex and Paragon Star will provide the management and operation services for the Sports Complex. The CID and Paragon Star will enter into a separate operating and management agreement that will provide for the specific terms and conditions under which the sports complex will operate.

The Agreement establishes the flow of funds for the CID Sales Tax, which is the initial and primary source of funds for the CID. Generally, the CID Sales Tax will fund the operations of the CID as an entity (legal costs, accounting costs, other professional services for operation of the CID), will service a portion of the debt that is issued to finance the sports complex construction, and will fund a portion of the costs associated with the maintenance of the public improvements that are funded by the CID and the TIF Plan. The other primary source of funds for the CID will be the "Sports Complex Operating Revenues" which will be all revenues generated by the project that are not attributable to the CID Sales Tax. At the present time, the Developer is funding the costs associated with the operation of the CID and the initial expenses that are being incurred by the CID for site work, and these costs will be reimbursable from the CID Sales Tax Revenues.

Proposed City Council Motion:

First Motion: AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC. - I move for second reading.

Second Motion: AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC. - I move for adoption

Background:

The City Council approved the CID on December 3, 2015 and approved the I-470 and View High TIF Plan (the "TIF Plan") on March 10, 2016. The implementation of the CID will work in concert with the TIF Plan to generate revenues to fund the sports complex, as previously discussed with the Council.

Other Information/Unique Characteristics:

The CID is operational and the CID sales tax has been imposed. The CID has taken a number of steps to provide for the initial clearing and grading of the site.

Presenter:

David Bushek, Gilmore & Bell P.C. - City's Economic Development Counsel

Recommendation:

Staff recommends adoption of the ordinance.

BILL NO. 17-61

AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT AND PARAGON STAR, LLC.

WHEREAS, on December 3, 2015 the City Council approved I-470 and View High Community Improvement District (the "CID") through the adoption of Ordinance No. 7762; and,

WHEREAS, on March 10, 2016, the City Council approved the I-470 and View High Tax Increment Financing Plan (the "Redevelopment Plan") through the adoption of Ordinance No. 7833 in accordance with the Real Property Tax Increment Allocation Redevelopment Act, sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act"); and,

WHEREAS, the City now desires to approve a cooperative agreement to provide for the implementation of the CID.

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

SECTION 1. That the Cooperative Agreement which is attached hereto as Exhibit A and incorporated herein by reference (the "Agreement"), is hereby approved and the Mayor is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement.

SECTION 2. That City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

SECTION 3. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 17-61

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

BILL NO. 17-61

EXHIBIT A

COOPERATIVE AGREEMENT

[ATTACHED]

COOPERATIVE AGREEMENT

among the

CITY OF LEE'S SUMMIT, MISSOURI,

the

I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT,

and

PARAGON STAR, LLC

dated as of

March 9, 2017

COOPERATIVE AGREEMENT

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this 2nd day of March, 2017, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “**City**”), and the **I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **PARAGON STAR, LLC** (the “**Developer**”), a Missouri limited liability company (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Section 1.2** of this Agreement.)

RECITALS

A. The City Council of the City (the “**City Council**”), did on December 3, 2015, pass Ordinance No. 7762, which approved the formation of the District and the Petition to Establish the I-470 and View High Community Improvement District (the “**Petition**”).

B. On March 10, 2016, the City Council enacted Ordinance No. 7833 approving the I-470 and View High Tax Increment Financing Plan (the “**Redevelopment Plan**”) for development of an area generally located at the northeast corner of View High Drive and I-470 and extends east along the north side of I-470 to NW Quarry Park Road.

C. Developer and City entered into a Contract, dated October 20, 2016 (the “**Redevelopment Agreement**”), to implement the Redevelopment Plan with respect to the construction of three redevelopment projects (the “**Redevelopment Projects**”) described in the TIF Contract.

D. Pursuant to the Redevelopment Agreement, the City and Developer agreed that Developer would construct or cause to be constructed the CID Improvements and that Obligations could be issued to pay the cost of such CID Improvements and related expenses, all in accordance with the terms of this Agreement.

E. On March 2, 2017, the City Council adopted Ordinance No. _____, approving this Agreement and authorizing the City to execute and to enter into this Agreement.

F. The District is authorized in accordance with the provisions of the CID Act to impose a district-wide sales tax and to enter into this Agreement for the administration of the District Sales Tax Revenues.

G. The Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the revenues collected by such tax.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Administrative Fee” means that amount of the District Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District and administering and accounting for the District Sales Tax, as set forth in this Agreement.

“Agreement” means this Cooperative Agreement.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“Board” or **“Board of Directors”** means the governing body of the I-470 and View High Community Improvement District.

“Bond Documents” means any bonds, indentures or other financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of any Obligations.

“Budget” shall have the meaning set forth in **Section 4.4**.

“Capital Improvements” shall mean improvements resulting in substantial improvement to or enlargement of the Sports Complex, including improvements which: (i) result in a material physical addition to the Sports Complex; (ii) are made to adapt the Sports Complex to a new or different use not consistent with how the Sports Complex was used at the time it was placed in service; or (iii) materially increase the productivity (including extending the useful life of the asset), efficiency, strength or quality of the Sports Complex.

“Captured District Sales Tax Revenues” means the portion of the District Sales Tax Revenues that are captured as Economic Activity Taxes pursuant to the Redevelopment Plan and the Redevelopment Agreement.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“CID Improvements” means those improvements described in **Exhibit A**, along with any other CID Improvements that may be approved by the District in accordance with the CID Act and this Agreement.

“**City**” means the City of Lee’s Summit, Missouri, a charter city and political subdivision under applicable Missouri laws.

“**City Council**” means the governing body of the City of Lee’s Summit, Missouri.

“**City Directors**” shall have the meaning set forth in **Section 6.1**.

“**City Land**” means the property legally described in **Exhibit C** which is owned by the City of the Effective Date of this Agreement, portions of which will be transferred to the CID.

“**City Land Reimbursement**” means the amount paid to the City to compensate the City for the transfer of the City Land to the CID.

“**City Manager**” means the City Manager of the City, or his/her designee.

“**Debt Service**” means the amount required for the payment of interest and principal on the Obligations as they come due, including payment of mandatory or special redemption payments up to the underwriters “projected case” and for payments to reserve funds required by the terms of the Obligations to retire or secure the Obligations. Where the term “Debt Service is used in connection with the issuance of any bonds, the term “projected case” shall have the meaning ascribed to such term in the trust indenture for such bonds.

“**Developer**” means Paragon Star, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest; and Related Entities, for purposes of reimbursement of Reimbursable Project Costs only.

“**Developer Directors**” shall have the meaning set forth in **Section 6.1**.

“**Director**” means a director of the District.

“**District Operating Costs**” means the actual, reasonable expenses which are necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services, and shall also include reasonable attorneys’ fees for the formation of the District.

“**District Sales Tax**” means the sales tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

“**District Sales Tax Revenues**” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“**Economic Activity Taxes**” means those revenues deposited in a separate segregated account within the Special Allocation Fund consisting of fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other “taxing districts” (as that term is defined in section 99.805 (16) of the TIF Act) and which are generated by economic activities within the Redevelopment Project Area (as defined in the Redevelopment Agreement) over the amount of such taxes generated by economic activities within the Redevelopment Project Area in the calendar year prior to the year that the Redevelopment Project (as defined in the Redevelopment Agreement) and the collection of

TIF Revenues (as defined in the Redevelopment Agreement) were approved by ordinance, as more fully defined in the Redevelopment Plan and the Redevelopment Agreement.

“Economic Activity Taxes Account” means the separate segregated account within the Special Allocation Fund into which the Economic Activity Taxes are deposited.

“Event of Default” means any event specified in **Section 9.1** of this Agreement.

“Excusable Delays” means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with its duties and obligations hereunder or any portion thereof, adverse market conditions, the Developer’s inability to secure acceptable financing and/or Tenants for the development despite the Developer’s commercially reasonable efforts, unavailability of labor or other labor/contractor disputes outside the reasonable control of the Developer, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the CID Improvements in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder. The Parties agree that the market conditions on the Effective Date do not constitute extraordinary market conditions that may cause Excusable Delay of commencement of work on the CID Improvements.

“Fiscal Year” means July 1 through June 30 of each year, which Fiscal Year coincides with the City’s fiscal year.

“Maintenance Expenses” shall mean expenditures incurred for maintenance and equipment servicing, including expenditures for repairs (including the cost of replacement property required as part of the repair) incurred and arising as a result of the ordinary use of the Sports Complex which are necessary to keep the Sports Complex in its ordinary operating condition (as defined under Section 162 of the Internal Revenue Code of 1986, as amended and in effect at the time the Sports Complex opened). For this purpose, Maintenance Expenses include the repair and replacement of property in the Sports Complex with comparable and reasonable replacement property, but not for replacement property that results in a substantial improvement or addition to the original condition or capacity of the Sports Complex.

“Manager” means the party engaged by the District by resolution to manage the operations of the Sports Complex.

“Non-Captured District Sales Tax Revenues” means portion of the District Sales Tax Revenues not captured as Economic Activity Taxes pursuant to the Redevelopment Plan and the Redevelopment Agreement.

“Obligations” means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the District, the City, the Industrial Development Authority of Lee’s Summit Missouri (the “IDA”) pursuant to the Redevelopment Plan only, which pay for the CID Improvements, in whole or in part, or to refund outstanding Obligations.

“Operating Obligations” means any bonds, loans, debentures, notes, special certificate or other evidences of indebtedness issued by or at the direction of the District, the City, the Industrial Development Authority of Lee’s Summit (the “IDA”) separate and apart from Obligations pursuant to the

Redevelopment Plan only, and District contractual services for the operation of the District's services and improvements, including but not limited to Sports Complex Operating Costs..

"Petition" means the Petition to Establish the I-470 and View High Community Improvement District, filed with the City Clerk of Lee's Summit, Missouri, approved by Ordinance No. 7762 on December 3, 2015.

"Public Improvement Costs" means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

A. actual and reasonable costs of issuance and capitalized interest, if any, for any Obligations issued to finance the CID Improvements;

B. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Improvements and all actual and reasonable costs for the oversight of the completion of the CID Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the CID Improvements; and

C. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Improvements and which may lawfully be paid or incurred by the District under the CID Act.

An estimate of the Public Improvement Costs is set forth in **Exhibit A**, but that estimate is not intended to limit the Public Improvement Costs defined herein.

"Public Works Department" means the Public Works Department of the City.

"Real Estate Sale Agreement" means the agreement among the City, Developer and the CID, in accordance with the terms of this Agreement.

"Redevelopment Agreement" means the Tax Increment Financing Redevelopment Agreement executed by the City and Developer, which implements the Redevelopment Plan.

"Redevelopment Plan" means the I-470 and View High Tax Increment Financing Plan as to be approved by the City.

"Reimbursable Project Costs" means those costs incurred by Developer which have been certified for reimbursement by the District and the City pursuant to the Redevelopment Agreement, and this Agreement.

“Related Entity” means any entity in which ownership or membership of such entity is controlled by Developer or the majority owners or members of Developer.

“Report” shall have the meaning set forth in **Section 4.4**.

“Special Allocation Fund” means the separate City fund to be known as the I-470 and View High Redevelopment Area Special Allocation Fund, including the separate segregated accounts into which TIF revenues are from time to time deposited, all in accordance with the Redevelopment Plan and the Redevelopment Agreement.

“Sports Complex” means not less than ten (10) artificial turf multi-sport fields and the appurtenant facilities including, but not limited to, artificial turf, lighting, bleachers, irrigation systems, walkways, signage, warm-up areas, concessions facilities, and satellite restrooms.

“Sports Complex Operating Costs” shall mean the actual costs incurred by the Sports Complex for (i) employee payroll, benefits, relocation costs, bonuses and related costs; (ii) costs of operating supplies (including general office supplies); (iii) advertising, marketing, group sales, public relations costs, sponsorship brochures (sponsorship inventory), promotional materials development, promotional sales meetings, mailing costs, website development, advertisement costs (radio, television, cable, print and other advertising mediums); (iv) cleaning expenses, (v) data processing costs; (vi) dues, subscriptions and membership costs; (vii) service contracts, including without limitation contracts for engineering services, electricity, steam, gas, fuel, maintenance, staffing personnel, and other services which are deemed by Manager to be either necessary or useful in operating the Sports Complex; (viii) printing and stationery costs, (ix) postage and freight costs, (x) equipment rental costs; (xi) Maintenance Expenses; (xii) security expenses; (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager or subcontractor employees; (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, (xvii) computer, software, hardware and training costs, (xviii) parking expenses; (xix) utility expenses, (xx) office expenses; (xxi) audit, accounting and legal fees; (xxii) bond and insurance costs, including, but not limited to personal property, liability, and workers’ compensation insurance; (xxiii) reimbursement of specifically identified contributions previously made by the City to the Sports Complex Operating Costs in any prior period; and (xxiv) vendor and concessions agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements required in the ordinary course of business in operating the Sports Complex. In the event the City is caused to assume the management and operation of the District’s Sports Complex, the Sports Complex Operating Costs also include City expenses and costs incurred for the management and operation of the Sports Center to the extent not paid or reimbursed by the CID under the first sentence, excluding expenditures for Capital Improvements, which are authorized to be paid by the District.

“Sports Complex Operating Revenues” shall mean all revenues generated from the operation of the Sports Complex pursuant to operating and management agreement(s), including tournament entry fees income, practice field rental fees, event fees, ticket proceeds income, rental income, concessionaire income, merchandise income, advertising sales income, miscellaneous operating income, parking income, leasing income, food sales income and all other sources of revenue generated within or by operation of the Sports Complex but shall not include District Sales Tax Revenues and income generated from private development, including privately owned food and beverage vendors within the Sports Complex.

“Unified Development Ordinance” means the Unified Development Ordinance of Lee’s Summit, Missouri.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID Improvements are authorized in the Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. The District acknowledges that the funding and construction of the CID Improvements is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Improvements are reasonably anticipated to assist in the remediation of blighting conditions within the District and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Improvements conform to the purposes of the CID Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose by remediating the blighting conditions and by promoting economic welfare and development of the City and the State of Missouri through: (i) the creation of

temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. To the best of the Developer's knowledge, no litigation, proceedings or investigations are pending or threatened against the Developer or any member of the Developer or the CID Improvements, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District Sales Tax shall be imposed at a rate of 1.0% while any Reimbursable Project Costs are unreimbursed. The District shall notify the Missouri Department of Revenue of the District Sales Tax. The District Sales Tax shall remain in effect at the rate of 1.0% for the life of the District, which includes a time period no less than while any Reimbursable Project Costs are unreimbursed and while any Obligations remain outstanding. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement, until the Reimbursable Project Costs and Obligations have been fully retired.

Section 3.2. Collection and Administration of the District Sales Tax

A. The District shall enact a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City, while any Reimbursable Project Costs are unreimbursed and while any Obligations remain outstanding, to perform all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the City, on behalf of the District, to receive from

the Missouri Department of Revenue all of the District Sales Tax Revenues, in accordance with this Agreement.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenue from the Missouri Department of Revenue, which shall be disbursed according to Section 3.5.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, pursuant to the CID Act and this Agreement. The City shall receive an Administrative Fee for administering and enforcing the District Sales Tax in the amount of one and one- percent (1. %) of the total District Sales Tax Revenue. The Administration Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District, including those amounts that are captured as Economic Activity Taxes pursuant to the Redevelopment Plan.

D. In the event that the Administrative Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under **Section 3.2**, then the City shall receive reimbursement for those actual costs that exceed the Administrative Fee, after presentment to the Board of Directors itemized invoices with narratives and hourly costs reflective of the work performed, and are approved by the Board of Directors, either by approval of the Budget or by separate action of the Board of Directors. In the event that there are insufficient funds in any Fiscal Year to cover the actual costs incurred by the City, any unpaid Administrative Fee shall be paid in subsequent Fiscal Years.

Section 3.3. District Operating Costs.

The District shall pay for the District Operating Costs from Non-Captured District Sales Tax Revenues. The District Operating Costs shall be included in the Budget, as provided in Section 4.4.

Section 3.4. Enforcement of the District Sales Tax.

The District authorizes the City, in accordance with this Agreement, and to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as District Operating Costs, and paid as provided in Section 3.2.C and D.

Section 3.5. Distribution of the District Sales Tax Revenues.

Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter for the life of the District, the District shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

A. While Reimbursable Project Costs remain unreimbursed or if any Obligations have been issued and while such Obligations remain outstanding:

1. The Captured District Sales Tax Revenues shall become Economic Activity Taxes by the operation of tax increment financing pursuant to the Redevelopment Plan, which shall be deposited into the Economic Activity Taxes Account of the Special Allocation Fund and

shall be expended in accordance with the Redevelopment Plan and the Redevelopment Agreement.

2. The City, on behalf of the District, shall pay the Administration Fee from the Non-Captured District Sales Tax Revenues.

3. The City, on behalf of the District, shall pay the District the remaining Non-Captured District Sales Tax Revenues to the District, excluding any portion thereof pledged by the District to pay the Obligations if any Obligations have been issued, and to pay Operating Obligations reimburse Developer for expenses incurred by Developer to fund the CID Improvements which have been certified by the City as Reimbursable Project Costs pursuant to the Redevelopment Agreement.

B. If all Reimbursable Project Costs have been reimbursed and if all Obligations have been fully retired and in accordance with the CID Act:

1. If tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, the Captured District Sales Tax Revenues shall become Economic Activity Taxes by the operation of tax increment financing pursuant to the Redevelopment Plan, which shall be deposited into the Economic Activity Taxes Account of the Special Allocation Fund and shall be expended in accordance with the Redevelopment Plan and the Redevelopment Agreement.

2. The City, on behalf of the District, shall pay the Administration Fee. Such payment shall be made from the Non-Captured District Sales Tax Revenues if tax increment financing is still in effect within the District pursuant to the Redevelopment Plan, otherwise such payment shall be made from the District Sales Tax Revenue.

3. The City, on behalf of the District, shall pay the remaining Non-Captured District Sales Tax Revenues to the District, excluding any portion thereof used to reimburse Developer for expenses incurred by Developer to fund the CID Improvements which have been certified by the City as Reimbursable Project Costs pursuant to the Redevelopment Agreement

4. If tax increment financing is no longer in effect within the District, and the Reimbursable Project Costs have been fully paid, the District shall notify the Missouri Department of Revenue that the District Sales Tax Revenue shall be disbursed to the District for distribution in accordance with the Budget and District resolutions which appropriate the District Sales Tax Revenues.

Section 3.6. Effect of Obligations.

The Parties acknowledge the CID Act and the Petition authorized the District to issue Obligations and that the priority for distribution of the District Sales Tax Revenues set forth in Section 3.5 may be modified by Bond Documents. In the event of a conflict between the terms of this Agreement and any documents creating Obligations, the documents creating the Obligations will control with respect to priority of disbursement of District Sales Tax Revenues. Nothing in the Bond Documents shall lessen the amount of, or change the timing of Developer's receipt of, Captured District Sales Tax Revenues, without the written consent of the Developer in its sole discretion.

Section 3.7. Records of the District Sales Tax.

The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis. Any City records pertaining to the District Sales Tax shall be provided to the District on a monthly basis.

Section 3.8. Repeal of the District Sales Tax.

The District Sales Tax has been approved by the qualified voters of the District for the life of the District, with no set expiration. It is not the intent of the District, at any time, to repeal the District Sales Tax. In the event, the District decides to repeal the District Sales Tax, the District shall do so in accordance with the CID Act. Upon repeal of the District Sales Tax, the District shall:

- A. Pay all outstanding Administrative Fees and District Operating Costs.
- B. Retain any remaining District Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1. Design and Construction of CID Improvements.

A. The CID Improvements shall be designed and constructed by or at the direction of the Developer. The CID Improvements shall be designed and constructed in compliance with the Redevelopment Agreement and in accordance with the City’s Design and Construction Manual. The Developer shall comply with all Applicable Laws and Requirements including laws related to the construction of public improvements, including the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Improvements. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

B. Developer shall comply or cause compliance with the City’s Unified Development Ordinance, as applicable, when constructing the CID Improvements. Developer shall prepare or cause to be prepared construction plans and specifications to the City for approval as part of the building permitting process. For any CID Improvements located within the public rights-of-way and/or public improvements to be dedicated to public use, the Developer agrees to submit preliminary plans and specifications to the City’s Public Works Department for review for compliance with the City’s Design and Construction Manual and applicable City codes. . The City may request changes to the construction plans and specifications for any CID Improvements located within the public rights-of-way and/or public improvements to be dedicated to public use, and such changes shall be incorporated into the plans and specifications prior to construction.

C. Developer shall indemnify, protect, defend and hold harmless the City and the District, and their respective officers, directors, members, commissioners, employees and agents from and against any and all claims, demands, liabilities and costs, including reasonable attorneys’ fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, or licensees acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with the ownership, use or occupancy and development or redevelopment of the property within the District or a portion thereof and the CID Improvements, except for any claims, demands, liabilities and costs incurred due to the negligence or willful misconduct of City or District, or their respective employees, agents or assigns.

Section 4.2. Financing the CID Improvements. The District shall impose the District Sales Tax within the boundaries of the District to fund the CID Improvements and other costs authorized by this

Agreement and the District's Board of Directors. The District shall not use or impose any taxes other than a District Sales Tax or impose any other funding mechanisms unless the City Council, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the CID Improvements. Reimbursable Public Improvement Costs shall be paid to the extent that funds are available from the proceeds of Obligations or from District Sales Tax Revenues in the order of priority set forth in **Section 3.5**.

Section 4.3. Ownership and Maintenance of CID Improvements. The City shall have no ownership of the CID Improvements, and the District or Developer shall at all times be responsible for maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements. The District or Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements.

Section 4.4. Annual Budget. The District shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the preceding year and upcoming year. The Budget shall be submitted to the City Manager for comment not less than ninety (90) days prior to the intended date of approval of the Budget. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for application of the District's sales tax revenues collected in such Fiscal Year in accordance with the Budget for the prior Fiscal Year.

ARTICLE 5: SPORTS COMPLEX RECORDS

Section 5.1. Records.

The District agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, and in compliance with state and constitutional laws applicable to political subdivisions, related to its operations in connection with the management of the Sports Complex. The City or its authorized agent shall have the right to audit and inspect the District's Sports Complex records from time to time upon reasonable notice and during the Sports Complex's ordinary business hours.

Section 5.2. Budget.

The District shall annually prepare a Sports Complex Operating budget to be included in the District's Annual Budget, as provided for in Section 4.4.

Section 5.3. Audit.

The District may arrange for a certified audit report on the accounts and records as kept for the Sports Complex (the "**Audit**"). When an Audit is conducted, a copy of the Audit will be delivered to the City upon approval by the District Board of Directors.

ARTICLE 6: DISTRICT OPERATIONS AND MANAGEMENT

Section 6.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of five (5) directors. Three (3) of the directors shall at all times be qualified representatives with no additional qualification except those provided by state and constitutional law (the “**Developer Directors**”) who are designated by the Developer, and two (2) of the directors shall at all times be representatives of the City (the “**City Directors**”) as set forth in the Petition.

B. All directors shall meet all qualifications of the CID Act and the Missouri Constitution, and Developer agrees to designate in writing that the City Directors are representatives of Developer as a property owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo, with respect to the City Directors.

C. Successor Directors shall be appointed by the Mayor with the consent of the City Council as provided in the Petition and in compliance with Section 67.1451.5, RSMo, provided that the Mayor’s appointment of the Developer Directors shall satisfy the Board composition requirements of this Section. The Board of Directors may annually prepare a slate of proposed candidates for successor director positions for the Developer Directors, which shall serve as a recommendation to the Mayor for the appointment of successor directors. In the event of a vacancy on the Board of Directors, the remaining directors shall elect an interim director to fill the vacancy for the unexpired term, provided that the successor director shall meet the qualifications of a Developer Director or a City Director as described in this Section.

Section 6.2. District Meetings. The Parties agree that the Board of Directors shall not meet and conduct District business unless all Directors receive notice of the meeting and are provided with a reasonable opportunity to participate in all District meetings, either in person or by phone.

ARTICLE 7: SPORTS COMPLEX OPERATIONS AND MANAGEMENT

Section 7.1. Ownership of the Sports Complex.

A. Agreement to Transfer the City Land. The City shall transfer certain portions of the City Land in fee simple to the CID to be used for the Sports Complex (the “**Sports Complex Property**”). The CID and the City will enter into a Real Estate Sale Agreement to memorialize the terms and conditions of the Sports Complex Property.

B. Closing Date. Unless the Parties agree otherwise in writing, the Closing Date on the transfer of the fee simple interest in the Sports Complex Property will not occur until the conditions set forth in the Real Estate Sale Agreement have been satisfied.

C. Fees and Commissions. Each party represents to the other that no real estate broker, finder or agent has any claim for compensation or expenses as a result of any transactions involving the transfer of the City Land.

D. Consideration. The City Land Reimbursement shall serve as compensation to the City for the transfer of the City Land as described in paragraph A of this Section. This compensation shall be as set forth in the applicable real estate agreement. If compensation for the Sports Complex Property is

paid by the CID from funds loaned or advanced to the CID, then the CID may provide reimbursement to the appropriate party according to an agreement between the CID and the party that loaned or advanced such funds.

E. Ownership of the Sports Complex. The District will own the Sports Complex once the conditions pursuant to the Real Estate Sale Agreement, Redevelopment Agreement. Any data, equipment or materials furnished by the City to the District or acquired by the District with City funds, exclusive of City TIF Special Allocation funds, to be used at the Sports Complex, shall remain the property of the City, and shall be returned to the City when no longer needed by the District.

Section 7.2. Management and Operation Services.

A. The Developer, on behalf of the District, agrees to perform or furnish or cause to be performed or furnished, all of the management and operation services for the Sports Complex. The District and the Developer shall enter into a separate operating and management contract which shall establish the terms and conditions under which Developer will perform the management and operation duties. Developer may enter into sub-contracts for applicable portions of the management and operation services to be provided under this Agreement, provided that Developer shall at all time have primary responsibility for the management and operation services for the Sports Complex.

B. In the event that the Developer ceases to perform the management and operation services for any reason, the District shall continue to provide for or perform the management and operation services.

ARTICLE 8: SPECIAL COVENANTS

Section 8.2. Consent by Developer, Tenants and Transferees.

A. To the extent practicable and using best efforts, Developer shall cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the I-470 and View High Community Improvement District (“District”) created by ordinance of the City of Lee’s Summit, Missouri (“City”), that the District imposes a sales tax on Tenant’s eligible retail sales that will be applied toward the costs of the CID that will provide a generalized benefit to the District. Tenant shall forward to the District sales tax information in substantially the form of the Tenant’s State of Missouri sales tax returns for its property located in the District when available. Tenant hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

B. Developer, or any third party, may transfer real property within the CID area. Developer shall insert in any document transferring any interest in real property within the CID area, and shall use its best efforts to cause any transferee to insert language reasonably similar to the following, provision:

Community Improvement District: Grantee acknowledges and consents that the Property is a part of the I-470 and View High Community Improvement District (“District”) created by ordinance of the City of Lee’s Summit, Missouri (“City”), and that

the District imposes a sales tax on eligible retail sales conducted within the District that will be applied toward the costs of CID Improvements that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the District sales tax information in substantially the form of the State of Missouri sales tax returns for the Property when and as they are available. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. To the extent practicable and using best efforts, the Developer shall enforce the lease/sales contract obligation set forth in this Section..

D. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder.

E. Developer acknowledges that the District is implemented for the purpose of funding CID Improvements that benefit the District and the community of Lee's Summit, Missouri. Developer agrees not to contest or protest the creation and operation of the District or the levy, collection or enforcement of the District Sales Tax. Developer further agrees to cooperate in good faith regarding any effort by the City and District to add additional property to the District when requested by the City.

ARTICLE 9: DEFAULTS AND REMEDIES

Section 9.1. Default and Remedies. An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party, or the trustee of any outstanding Obligations, as applicable, has given written notice to such Party specifying such failure.

Subject to any restrictions contained in the Bond Documents for any outstanding Obligations that are issued against acceleration of the maturity of any such Obligations, if any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 9.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 9.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and

remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 9.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 10: MISCELLANEOUS

Section 10.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 10.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 10.4. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 10.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 10.6. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 10.7. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 10.8. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

Section 10.9. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Executive Director of the District or his or her designee without the necessity of any action by the Board of Directors.

Section 10.10. Recordation of Memorandum of Agreement.

The Parties agree to execute and deliver a Memorandum of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records. Such Memorandum shall be recorded by the District within thirty (30) days of the effective date of this Agreement, on parcels within the District boundaries, including parcels owned by the City, and proof of recording shall be provided to the City.

Section 10.11. Electronic Transaction.

The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 10.12. Common Representation.

The Developer and the District agree that the engagement of common special legal counsel for the Developer and the District does not materially limit the representation of the Developer and the District and will not adversely affect the relationship between the Developer and the District. To the extent that such common legal representation presents a conflict of interest, the Developer and the District hereby consent to the common representation.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF LEE’S SUMMIT, MISSOURI

[Seal]

By: _____
Randy Rhoads
Mayor

ATTEST:

Denise Chisum, City Clerk

APPROVED AS TO FORM:

Gilmore & Bell, Special Counsel

STATE OF MISSOURI)
) **SS.**
COUNTY OF JACKSON)

On this ____ day of March, 2017 before me appeared, Randy Rhoads, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

Notary Public

My commission expires: _____

**I-470 AND VIEW HIGH COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
William Brown, Chairman

[Seal]

ATTEST:

Secretary

STATE OF MISSOURI)
) **SS.**
COUNTY OF JACKSON)

On this ____ day of March, 2017, before me appeared William Brown, who being by me duly sworn, did say that (s)he is the Executive Director of the **I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District by authority of its Board of Directors and said individual acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

PARAGON STAR, LLC

By: _____

Name: _____

Title: _____

[Seal]

ATTEST:

Secretary

STATE OF MISSOURI)
) **SS.**
COUNTY OF JACKSON)

On this _____ day of March, 2017, before me appeared _____, who being by me duly sworn, did say that he is the _____ of **PARAGON STAR, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said limited liability company by authority of its governing body and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

CID IMPROVEMENTS

PROJECT LIST

The Project generally consists of the following improvements and activities, any of which may be completed in phases at the discretion of the District and in accordance with a cooperative agreement between the City and the District:

The construction, reconstruction, installation, repair, and maintenance of the following improvements:

- a) The extension of View High Drive from its current terminus of the four lane section at the Northerly Highway 470 Right of Way, north approximately 800 LF to and including a proposed Roundabout.
- b) The connection of View High Drive from the Roundabout in a) west, to existing View High Drive, approximately 400 LF.
- c) The construction of View High Parkway from the Roundabout mentioned in a), north approximately 1500 LF to and including a proposed roundabout.
- d) The construction of River Road approximately 1500 LF from the roundabout mentioned in c), southeast to and including a roundabout due east of the roundabout mentioned in a).
- e) The construction of View High Boulevard approximately 1600 LF from the roundabout mentioned in a) to the roundabout mentioned in d) including the two bridges required to cross the little blue river.
- f) The construction of 98th Street for a length of approximately 800 LF from the roundabout mentioned in c) northeast to the City limit.
- g) Mass grading of land adjacent to infrastructure improvements described in items a) through f).
- h) The construction of surface parking lots on the land adjacent to the infrastructure improvements described in items a) through f).
- i) The construction of Athletic Fields including support buildings, fencing, lighting, benches, bleachers, signage, internal vehicle and pedestrian drives and paths, and all related appurtenances.
- j) The construction of walking trails, appurtenances and associated pedestrian bridges.
- k) Construction of improvements to I-470 and View High interchange.
- l) Any earthwork, landscape, sidewalks, trails, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the improvements stated items a) through l).

EXHIBIT B

FORM OF LETTER TO THE MISSOURI DEPARTMENT OF REVENUE

**I-470 AND VIEW HIGH
COMMUNITY IMPROVEMENT DISTRICT**

Lee's Summit, Missouri

March __, 2017

Missouri Department of Revenue
Customer Services Division
Sales/Use Tax
P.O. Box 3380
Jefferson Village, MO 65105-3380

Re: Remittance of Sales Tax Revenue for the I-470 and View High Community Improvement District to the City of Lee's Summit, Missouri

Dear Sir or Madam:

The I-470 and View High Community Improvement District (the "**District**") hereby authorizes the Missouri Department of Revenue (the "**Department**") to remit directly to the City of Lee's Summit, Missouri (the "**City**") all of the District sales tax revenue collected by the Department. In accordance with a cooperative agreement ("**Cooperative Agreement**") entered into between the District and the City dated March __, 2017, the City shall deposit all sales tax revenue into a bank account separate from other bank accounts of the City and disburse such funds in accordance with the Cooperative Agreement. Identifying information for the special account is included on the attached ACH agreement.

Pursuant to the Cooperative Agreement, the City will perform all functions incident to the administration of the District sales tax revenue.

Sincerely,

Executive Director of the
I-470 and View High Community Improvement
District

EXHIBIT C

LEGAL DESCRIPTION OF CITY LAND

All of Lots 1, 2, 3 and 4 and Tract A within the Final Plat of Paragon Star, a subdivision within Jackson County, Lee's Summit, Missouri, and also all areas platted as rights-of-way for View High Parkway, River Road and Paragon Parkway within the Final Plat of Paragon Star.

AN ORDINANCE APPROVING THE PETITION FOR AND ESTABLISHING THE I-470 AND VIEW HIGH COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and,

WHEREAS, the City of Lee's Summit, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, property owners within the proposed community improvement district have filed with the Lee's Summit City Clerk (the "City Clerk") a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the Petition for the Creation of the I-470 and View High Community Improvement District (the "District"); and,

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and ,

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and,

WHEREAS, all the real property included in the District is entirely located within the City of Lee's Summit; and,

WHEREAS, on December 3, 2015, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and,

WHEREAS, the Petition to establish the District being fully heard before the City Council, the City now desires to establish the District and make such other findings as necessary.

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

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

SECTION 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described in the attached Petition and shown on the map set forth in the attached Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, who were initially named in the Petition and whose successors shall be appointed as provided in the Petition.

SECTION 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

SECTION 7. The life of the District shall begin from the effective date of this Ordinance, and shall be in existence for a minimum of twenty (20) years following the effective date of this Ordinance, unless earlier terminated in accordance with the CID Act, and after twenty (20) years the District shall continue perpetually until terminated according to the provisions of the CID Act.

SECTION 8. The City Council hereby finds that the property within the District is a Blighted Area as defined in the CID Act. The City Council's determination that the property in the District is a Blighted Area is based on the Blight Analysis attached to the Petition as Exhibit D, which Blight Analysis is on file in the Office of the City Clerk. The District may exercise the additional powers granted by the CID Act within the District to remediate the blighting conditions.

SECTION 9. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

SECTION 10. Approval of the Petition and the District by this Ordinance is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within six (6) months following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

SECTION 11. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 12. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

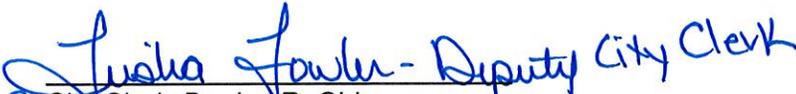
SECTION 13. That this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED by the City Council for the City of Lee's Summit, Missouri, this 3rd day of December, 2015.



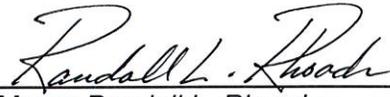
Mayor Randall L. Rhoads

ATTEST:



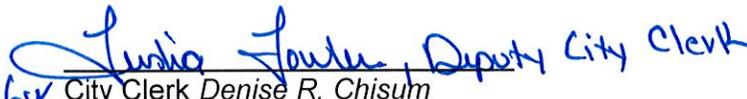
Deputy City Clerk
for City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this 10th day of December, 2015.



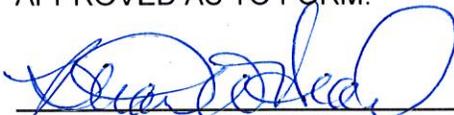
Mayor Randall L. Rhoads

ATTEST:



Deputy City Clerk
for City Clerk Denise R. Chisum

APPROVED AS TO FORM:



City Attorney Brian W. Head

EXHIBIT A
CID PETITION

**PETITION
FOR THE CREATION OF THE I-470 AND VIEW HIGH
COMMUNITY IMPROVEMENT DISTRICT**

TO: The Governing Body of the City of Lee's Summit, Missouri (the "Governing Body")

The undersigned, (1) being the real property owners of record, owning more than fifty percent (50%) of the value of real property within the proposed boundaries, and (2) comprising more than fifty percent (50%) per capita of all real property owners of record within the proposed boundaries of the hereinafter described proposed Community Improvement District (the "District") to be located within the city of Lee's Summit, Missouri (the "City"), do hereby request that the City Council create such District as described herein to fund all or part of the costs of services and improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. (the "Act"). In furtherance of such request, the Petitioners state as follows:

Boundaries of Proposed Community Improvement District

The legal description of the proposed District is set forth on Exhibit A attached hereto and incorporated by reference herein. The described property is contiguous. Exhibit A also includes The Jackson County Property Account Summary for the legal description.

A map generally outlining the boundaries of the proposed District is attached as Exhibit B hereto, and incorporated by reference herein.

Name of the District

The name of the proposed District is "I-470 and View High Community Improvement District".

Notice to Petition Signers

The names of the signers of this Petition may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

Five Year Plan

A five year plan stating a description of the purposes of the District, the District improvements it will make and services it will provide, and an estimate of the costs of these improvements and services to be incurred is attached hereto as Exhibit C.

Type of District

The District will be a separate political subdivision, shall have all of the powers granted to and exercisable by a community improvement district pursuant to the Act, except as otherwise

expressly limited to by the provisions of this Petition, and shall be governed by a board of directors (the "Board of Directors").

Board of Directors

1. *Number.* The number of directors to serve on the Board of Directors shall be five (5).
2. *Qualifications.* Each director of the District must meet the following requirements:
 - a. Be at least eighteen (18) years of age
 - b. Be either (i) an owner, as defined in the Act, of real property within the District; (ii) an owner of a business operating within the District; or (iii) a registered voter residing in the District; and
 - c. Be a citizen of the State of Missouri for at least one year prior to taking office.
3. *Initial Board Members and Terms.* The initial directors constituting the Board of Directors and the term of each Initial director shall be as follows:

a.	William Brown	3 years
b.	Benjamin Short	3 years
c.	William W. Coates	3 years
d.	Stephen Arbo, City Representative	2 years
e.	Conrad Lamb, City Representative	2 years

or until their respective successors are appointed in accordance with the Act and this Petition.
4. *Successor Directors.* Successor directors shall be appointed by the Mayor, with the consent of the City Council. The Board of Directors may annually prepare a slate of proposed candidates for successor director positions, which shall serve as a recommendation to the Mayor for the appointment of successor directors. In the event of a vacancy on the Board of Directors, the remaining directors shall elect an interim director to fill the vacancy for the unexpired term.
5. *Terms.* The initial directors shall serve the terms set forth above in this Petition and each successor director shall serve a term of three (3) years.

Total Assessed Value

The total 2015 assessed value of all real property within the proposed District is \$88,885.

Determination of Blight

Petitioner is seeking a determination of blight under Section 67.1401.2(3)(b), RSMo, of the Act for any property located within the District. Attached hereto as **Exhibit D** is a blight analysis prepared by Development Initiatives.

Life of the District

The life of the District shall begin from the effective date of the ordinance establishing the District, and shall be in existence for a minimum of twenty (20) years following the effective date of the ordinance adopted by the Lee’s Summit City Council establishing the District, unless earlier terminated in accordance with the Act, and after twenty years the District shall continue perpetually until terminated according to the provisions of the Act.

Proposed Method of Financing the Proposed District Projects

The proposed District Projects may be financed, in part, through Obligations (as defined in the Act) issued by the District, or by bonds, loans, notes or other evidences of indebtedness issued by the City or another public entity or political subdivision selected by the City, which will be secured solely by the pledge of revenue received from the imposition of a Community Improvement District sales tax (the “CID Sales and Use Tax”) in the District.

Proposed Amount and Method of Assessment

There will be no special assessments on property within the boundaries of the proposed District to pay the costs of the Projects described by this Petition.

Proposed Amount of Community Improvement District Sales Tax

A CID Sales and Use Tax will be imposed in the amount of one percent (1%) on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District.

Limitations on Borrowing Capacity of District

The District will have the authority to borrow funds from any public or private source and issue Obligations (as defined in the Act) and provide security for the repayment of same as provided by the Act and as otherwise provided by law, subject to prior approval of the City in accordance with a cooperative agreement between the District and City.

Limitations on the Revenue Generation of the District

The Petitioners do not desire to establish any limitations on the revenue generation of the District.

Other Limitations on the Powers of the District

The District will have the authority and powers granted to community improvement districts and political subdivisions under the Act and as otherwise provided by law.

Severability

If any provision of this Petition shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

Request to Establish District

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set forth in this Petition.

Exhibits and Attachments

- Exhibit A Legal Description of the District
- Exhibit B Map of the District
- Exhibit C Five Year Plan
- Attachment 1 Project List
- Attachment 2 Paragon Star Estimated Project Budget
- Exhibit D Blight Study

IN WITNESS WHEREOF, we, the undersigned petitioners, have executed the above foregoing Petition to create a Community Improvement District at the dates recorded below:

HAPPY VALLEY PROPERTIES, LLC

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

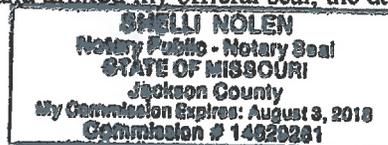
Happy Valley Properties, LLC

By: [Signature]
Printed Name: Phillip Short
Address: 801 NW Commerce Drive
Lee's Summit, MO 64086
Phone: (816) 802-6868

STATE OF Missouri)
)ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 5th day of October, 2015, before me, the undersigned Notary Public, in and for said state, personally appeared Phillip Short, the Managing Member of Happy Valley Properties, LLC, who is known to me to be the person who executed, as Managing Member, the within document on behalf of said limited liability company, and such person duly acknowledged that the execution of same to be the act and deed of said limited liability company.

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



NOTARY PUBLIC

My Commission Expires: August 3, 2018

CITY OF LEE'S SUMMIT, MISSOURI

City of Lee's Summit, Missouri

By: *Randy Rhoads*
 Printed Name: Mayor Randy Rhoads
 Address: 220 SE Green Street
 Lee's Summit, MO 64063
 Phone: (816) 969-1023

STATE OF MISSOURI)

)ss.

COUNTY OF JACKSON)

BE IT REMEMBERED, that on this 13th day of ~~September~~ ^{October}, 2015, before me, the undersigned Notary Public, in and for said state, personally appeared Randy Rhoads, the Mayor of the City of Lee's Summit, Missouri, who is known to me to be the person who executed, as Mayor, the within document on behalf of said City, and such person duly acknowledged that the execution of same to be the act and deed of said City.

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

Julie C. Pryor
 NOTARY PUBLIC

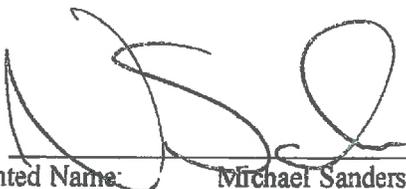
My Commission Expires: 4/9/16



JULIE C. PRYOR
 My Commission Expires
 April 9, 2016
 Jackson County
 Commission #12517227

JACKSON COUNTY, MISSOURI

Jackson County, Missouri

By: 
 Printed Name: Michael Sanders
 County Executive
 Address: 415 East 12th Street
 Kansas City, MO 64106
 Phone: (816) _____ - _____

STATE OF _____)
)ss.
 COUNTY OF _____)

BE IT REMEMBERED, that on this 30th day of September, 2015, before me, the undersigned Notary Public, in and for said state, personally appeared Michael Sanders, the County Executive of The County of Jackson County, Missouri, who is known to me to be the person who executed, as County Executive, the within document on behalf of said County, and such person duly acknowledged that the execution of same to be the act and deed of said County.

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

GLORIA RAGSDALE
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Jackson County
 My Commission Expires: December 03, 2018
 Commission Number: 14631857


 NOTARY PUBLIC

My Commission Expires: 12/3/2018

APPROVED AS TO FORM

 County Counselor

ATTEST:

 Clerk of the County Legislature

EXHIBIT A

LEGAL DESCRIPTION OF THE DISTRICT

Date: 08-18-2015

TRACT 1

Owner: City of Lee's Summit
Parcel ID: 51-900-02-01-00-0-00-000

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 48, Range 32, in Jackson County, Missouri, except that part of said $\frac{1}{2}$ of $\frac{1}{4}$ Section conveyed to Robert McKay by deed dated April 6, 1903 and recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 193, and except that part of said $\frac{1}{2}$ of $\frac{1}{4}$ Section conveyed to the Kansas City Rock Island Railway Company by deed recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, in Book 244 at Page 79, containing 76.402 acres.

TRACT 2

Owner: Jackson County Missouri
Parcel ID: 51-900-02-02-03-0-00-000

All that part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 48, Range 32, in Lee's Summit, Jackson County, Missouri, described as follows: Beginning at the Northwest corner of said $\frac{1}{4}$, $\frac{1}{4}$ Section; thence South $86^{\circ}40'04''$ East along the North line of said $\frac{1}{4}$, $\frac{1}{4}$ Section, a distance of 380 feet, thence South $2^{\circ}08'52''$ West a distance of 275.09 feet, thence South $32^{\circ}49'22''$ West a distance of 174.22 feet, to the center line of View High Drive, as now exists, thence Southerly along the center line of View High Drive, a distance of 200 feet, more or less to the North right-of-way line of Interstate Route 470, as now established; thence West along said right-of-way line, a distance of 110 feet, more or less to the West line of said $\frac{1}{4}$, $\frac{1}{4}$ Section; thence North $2^{\circ}08'52''$ East a distance of 818.61 feet to the point of beginning, except that part in View High Drive.

TRACT 3

Owner: Jackson County Missouri
Parcel ID: 51-900-02-02-01-0-00-000

All that part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 48, Range 32, in Lee's Summit, Jackson County, Missouri, described as follows: Beginning at the Northeast corner of said $\frac{1}{4}$, $\frac{1}{4}$ Section; thence South $2^{\circ}11'05''$ West a distance of 825.39 feet, to the North right-of-way line of Interstate Route 470, as now established; thence North $14^{\circ}34'01''$ West a distance of 867.20 feet, to the North line of said $\frac{1}{4}$, $\frac{1}{4}$ Section, thence South $86^{\circ}40'04''$ East a distance of 250 feet, to the point of beginning.

TRACT 4

Owner: Jackson County Missouri
Parcel ID: 51-900-02-06-01-0-00-000

All of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, (except right-of-way of the Kansas City, Rock Island Railway Company and additional strips of land thereto as conveyed to said Kansas City Rock Island Railway Company by Robert McKay as shown by deeds recorded in Book 244, Page 70 and Book 244, Page 56, respectively, and from Charles Ganzer and wife, recorded in Book 244 at page 79). And a strip of land 16 feet wide on the West side of, adjacent to and parallel to the said right-of-way, strips or parcels of land, as conveyed to the Kansas City Rock Island Railway Company, as in said deeds above set forth, said 16 foot strip of land extends from the South boundary line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, and extends thence Northerly through said $\frac{1}{4}$, $\frac{1}{4}$ Section and into and across the Southeast corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, until the West boundary line of said 16 foot strip intersects the West line of a private road which runs along the $\frac{1}{2}$ Section line of Section 27; the West boundary line of said 16 foot strip being of a uniform distance of 216 feet from the center line of the route and line of said Kansas City Rock Island Railway Company as the same is surveyed, staked and located, as conveyed by Charles Ganzer and wife, Augusta, to Robert McKay by deed filed June 30, 1903, recorded in Book 244 at page 193, in the Office of the Recorder of Deeds at Independence, Jackson County, Missouri, all of the above described lands being situated in Township 48, Range 12, Jackson County, Missouri. Except that part in Interstate Route 470 right-of-way.

TRACT 5

Owner: Happy Valley Properties, LLC
Parcel ID: 51-900-02-07-00-0-00-000
51-900-02-08-00-0-00-000
51-900-02-09-00-0-00-000
51-900-02-10-00-0-00-000

All of Lots 1, 2, 3 and 4, GRAHAM COMMERCIAL CENTER, a subdivision of land in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 48, Range 32, in Lee's Summit, Jackson County, Missouri.

TRACT 6

Owner: City of Lee's Summit

All of the Right-of-Way of View High Drive, lying West of and adjacent to Tracts 2 and 5 described hereon, in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 48, Range 32, in Lee's Summit, Jackson County, Missouri.

TRACT 7

Owner: State of Missouri

All of the Right-of-Way of Interstate 470, lying South of and adjacent to Tracts 2, 3, 4, 5 and 6, described hereon, in the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 48, Range 32, in Lee's Summit, Jackson County, Missouri.

TRACT 8

Owner: City of Lee's Summit

Parcel ID: 51-900-02-06-02-0-00-000

All that part of the Northeast Quarter of Section 34, Township 48, Range 32, in the City of Lee's Summit, Jackson County, Missouri, described as follows:

Beginning on the West line of said Quarter Section, and 420.99 feet North of the Southwest Corner thereof, said point being an angle point in the right of way of the Chicago, Rock Island and Pacific Railroad Company, and said point lying opposite Station 761+95 thereof; thence North $79^{\circ}12'09''$ East, this and subsequent bearings referring to the West line of the Northwest Quarter of said Section 34 as having a bearing of North $02^{\circ}29'42''$ East, along the Southerly line of a jog in said Railroad right of way, a distance of 263.10 feet, to a point lying 50 feet from the centerline of the main track of said Railroad Company, measured at right angles thereto; thence North $09^{\circ}16'45''$ West, and parallel to said centerline of main track, a distance of 416.73 feet; thence North $87^{\circ}30'18''$ West a distance of 171.02 feet, to a point on the West line of said Quarter Section; thence South $02^{\circ}29'42''$ West, a distance of 468.45 feet, to the point of beginning. Except that part in Highway Right-of-Way.

EXHIBIT B

MAP OF THE DISTRICT

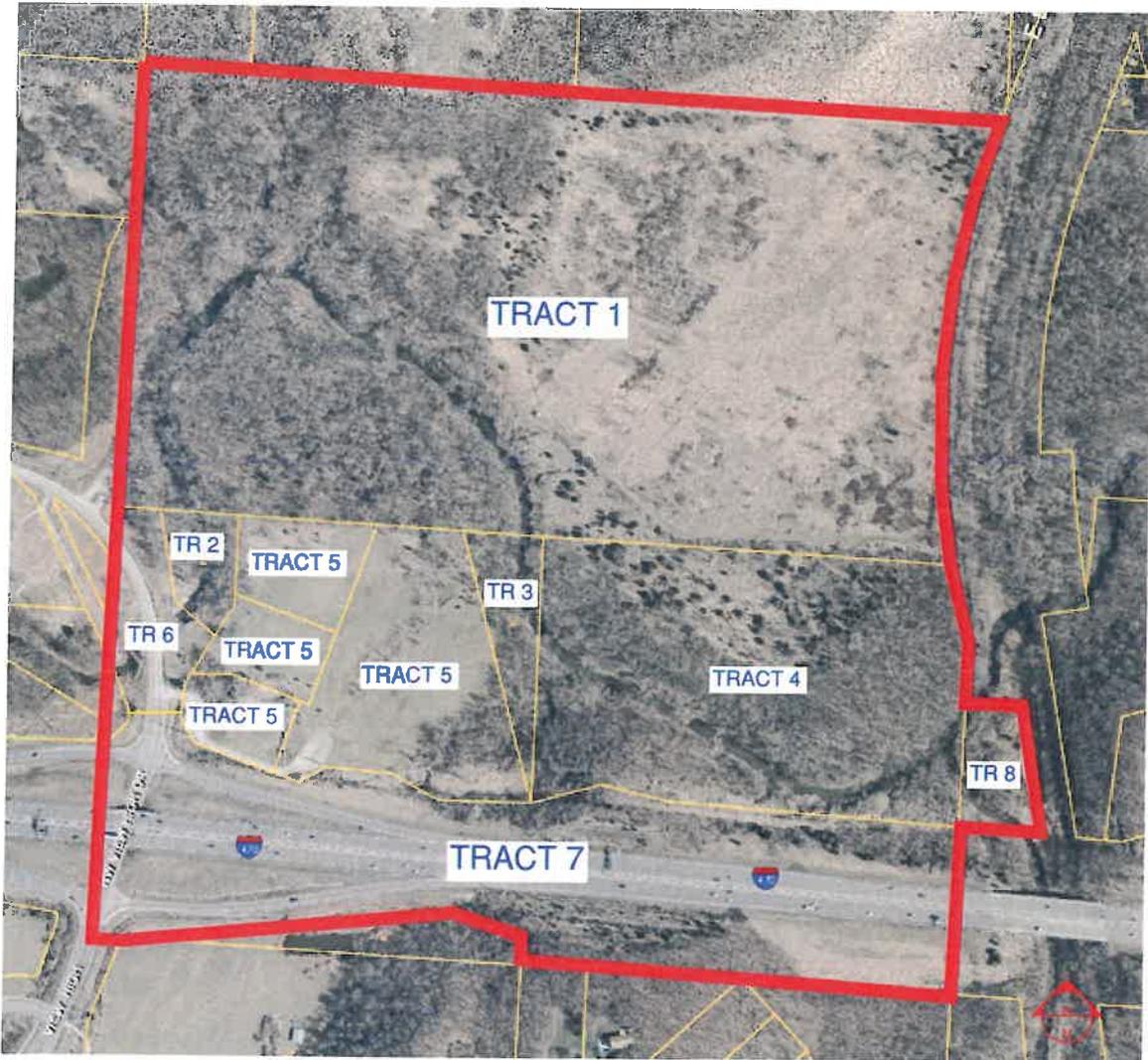


EXHIBIT C

FIVE YEAR PLAN

A. Purposes. The purposes of the District are to:

- (1) Form and govern the District in accordance with the Act and the revised statutes of the State of Missouri;
- (2) Provide or cause to be provided for the benefit of the District, certain improvements described in **Attachment 1** and **Attachment 2**, and the services described herein;
- (3) Obtain financing for the costs, expenditures, and undertakings of the District;
- (4) To levy and collect the CID sales tax in order to provide a source of repayment for Obligations issued to finance the District Project, or payment to other public entities or political subdivisions for the same purposes;
- (5) Own and operate a sports and recreation complex (the “Sports Complex”) within the District boundaries in accordance with a contract (the “Cooperative Agreement”) between the District and City; and
- (6) Such other purposes authorized by the Act.

B. District Services. The services to be performed by the District shall include, but not be limited to, the following:

- (1) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the Act and the revised statutes of the State of Missouri;
- (2) Developing funding sources, including the levying of the CID sales tax, necessary in order to pay for the required costs and expenses of the District in a manner authorized by the Act;
- (3) Providing such accountings, reports and communications as are required by the Act and the Cooperative Agreement;
- (4) Participation in the construction of the District Projects in accordance with approved plans for same;
- (5) Complying with the terms and conditions of the ordinance of the City authorizing the creation of the District; and

- (6) Providing for the ownership, management and operation of the Sports Complex, and related activities, including contributions toward maintenance of the Sports Complex.

C. Estimated Costs of Improvements and Services.

- (1) Improvements. A list of the anticipated improvements to be funded in part by the District are set forth in **Attachment 1**. The estimated cost of the improvements to be funded by the District are the costs set forth in **Attachment 2** (Paragon Star Estimated Project Budget). The column in **Attachment 2** that is labeled "Community Improvement District" is the initial list of anticipated costs based on a projected allocation of several funding sources for the project as a whole, but the District may also fund those items set forth in **Attachment 1** as decisions regarding District appropriations are made by the Board of Directors. It is anticipated that financing for eligible District improvement costs will be obtained within the first five years of the life of the District by the District, the City or another public entity or political subdivision selected by the City, and a portion of the District revenues as appropriated by the Board of Directors will be pledged toward repayment of such debt during the first five years of the District.
- (2) Services. It is estimated that the total cost of professional services for administration of the District will be approximately \$150,000 per year during the initial five years of the District.

Attachment 1 to Five Year Plan

PROJECT LIST

The Project generally consists of the following improvements and activities, any of which may be completed in phases at the discretion of the District and in accordance with a cooperative agreement between the City and the District:

The construction, reconstruction, installation, repair, and maintenance of the following improvements:

- a) The extension of View High Drive from its current terminus of the four lane section at the Northerly Highway 470 Right of Way, north approximately 800 LF to and including a proposed Roundabout.
- b) The connection of View High Drive from the Roundabout in a) west, to existing View High Drive, approximately 400 LF.
- c) The construction of View High Parkway from the Roundabout mentioned in a), north approximately 1500 LF to and including a proposed roundabout.
- d) The construction of River Road approximately 1500 LF from the roundabout mentioned in c), southeast to and including a roundabout due east of the roundabout mentioned in a).
- e) The construction of View High Boulevard approximately 1600 LF from the roundabout mentioned in a) to the roundabout mentioned in d) including the two bridges required to cross the little blue river.
- f) The construction of 98th Street for a length of approximately 800 LF from the roundabout mentioned in c) northeast to the City limit.
- g) Mass grading of land adjacent to infrastructure improvements described in items a) through f).
- h) The construction of surface parking lots on the land adjacent to the infrastructure improvements described in items a) through f).
- i) The construction of Athletic Fields including support buildings, fencing, lighting, benches, bleachers, signage, internal vehicle and pedestrian drives and paths, and all related appurtenances.
- j) The construction of walking trails, appurtenances and associated pedestrian bridges.
- k) Construction of improvements to I-470 and View High interchange.
- l) Any earthwork, landscape, sidewalks, trails, bridges, utility relocations and extensions, street lighting, wetland identification and mitigation, professional consultant costs associated with the improvements stated items a) through l).

Attachment 2 to Five Year Plan

PARAGON STAR ESTIMATED PROJECT BUDGET

REDEVELOPMENT PROJECT COSTS	Redevelopment Project Costs	Regional TDD	Community Improvement District	Tax Increment Financing Plan RPA#1	New High GO Bond	State of Missouri Project Funding	Jackson County, Missouri	Developer Equity or Private Financing
1. Real Property Costs								
Private Real Property	\$2,000,000							2,000,000
Property of City of Lee's Summit	\$0							
Property of Jackson County, Missouri								
Other Land Costs								
Wetlands Mitigation	1,600,000							1,600,000
Total Real Property Costs	\$3,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600,000
2. Sports Complex, Roads, Utility, Water, Sewer & Infrastructure Improvements								
Sports Complex	14,101,833		2,326,802	11,775,031		6,000,000		
Capital Replacement Fund for Fields	3,000,000					3,000,000		
Clearing & Grubbing	325,000	292,500	5,363	27,137				
Cut	1,387,000	1,249,000	22,770	115,230				
Fill, including fill for flood plan	2,305,000	1,305,000	165,000	835,000				
Landscape	600,000	450,000	8,250	41,750				
Bridge #1 (140x68)	1,428,000	1,428,000						
Bridge #2 (140x68)	1,428,000	1,428,000						
Sanitary Sewer within right of way	415,000	207,500	34,238	173,262				
Storm Sewer within right of way	582,000	465,600	19,206	97,194				
Water Main within right of way	680,000	528,000	21,780	110,220				
Seeding	232,000	185,600	7,656	38,744				
Road #1	291,000	291,000						
Road #2	770,000	770,000						
Road #3	792,000	792,000						
Road #4	486,000	486,000						
Roundabout	1,609,000	1,609,000						
Parking #1	1,727,000	1,727,000						
Parking #2	493,000	493,000						
Erosion Control (4%)	542,000	433,600	17,886	90,514				
Primary Electrical Duct Bank within right of way	625,000	682,692	10,313	52,167				
Improvements to Existing Interchange	3,000,000	2,000,000			1,000,000			
North Village Infrastructure	694,000							694,000
South Village Infrastructure	2,205,000							2,205,000
Walking Trails	1,167,216						1,167,216	
Subtotal Road, Utility, Infra,	\$40,656,049	\$16,994,300	\$2,639,264	\$13,356,239	\$1,000,000	\$9,000,000	\$1,167,216	\$2,899,000
Contractor Overhead & Profit (9%)	3,659,044	1,493,487	237,534	1,202,061				260,910
Architecture Engineering (8%)	3,252,484	1,327,544	211,141	1,068,499				231,920
Contingency (15%)	6,098,407	2,489,145	395,890	2,003,436				434,950
Total Sports Complex, Road, Utility, Infra,	\$53,665,984	\$21,904,476	\$3,435,829	\$17,630,235	\$1,000,000	\$9,000,000	\$1,640,726	\$3,326,880
3. Building Costs								
Hotel	13,800,000							13,800,000
Retail (non-restaurant / bar)	16,000,000							16,000,000
Retail (restaurant / bar)	3,088,000							3,088,000
Entertainment Center	18,000,000							18,000,000
Office	14,760,000							14,760,000
Residential	20,000,000							20,000,000
Clubhouse / Restaurant	6,176,000							6,176,000
Subtotal Building Costs	\$120,984,000							\$120,984,000
Contractor Overhead & Profit (9%)	8,264,160							8,264,160
Architecture Engineering (7%)	6,427,680							6,427,680
Contingency (15%)	13,773,600							13,773,600
Total Building Costs	\$149,449,440							\$149,449,440
4. Soft Costs								
Infrastructure	124,000		20,460	103,540				
Traffic Study	28,000		4,620	23,380				
Excise Tax	700,000							700,000
Environmental Impact Statement Wetlands	150,000		24,750	125,250				
Site Survey	25,000		4,125	20,875				
Other Studies (including not limited to RERC, HVS, hotel, Integra)	310,000		51,150	258,850				
Legal Fees - Development	350,000		57,750	292,250				
Legal Fees - Transaction	850,000		24,750	125,250				650,000
Other Professional Consultants, predevelopment, including City consultants, plan implementation	450,000		74,250	375,750				
Developer Fee	1,500,000		247,500	1,252,500				
Title Costs, closing costs, Taxes, Insurance & Misc.	200,000		39,000	167,000				
Construction Interest and Financing Costs	456,000		12,638	75,986				364,000
Total Soft Costs	\$5,142,000	\$0	\$354,393	\$2,820,630	\$0	\$0	\$0	\$1,714,000
TOTAL PROJECT COSTS	\$182,697,825	\$21,904,476	\$4,830,222	\$20,450,865	\$1,000,000	\$9,000,000	\$1,540,726	\$128,430,120
Total Project Costs (Rounded)	\$183,000,000	\$21,904,000	\$4,830,000	\$20,500,000	\$1,000,000	\$9,000,000	\$1,530,000	\$129,500,000
Percentage of Contribution to Project Costs		12%	2%	11%	1%	5%	1%	71%

EXHIBIT D

BLIGHT STUDY

[On file in the Office of the City Clerk]