



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

Thursday, April 13, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

**REGULAR SESSION NO. 32 - AMENDED**

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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.*

APPROVAL OF MINUTES:

- A. [2017-1028](#) Approval of Action Letters from March 2, 9 and 16, 2017.

MAYORS APPOINTMENTS:

- B. [2017-1119](#) Mayor's Appointments:  
Jackson County Board of Equalization: Reappoint Lance Dillenschneider  
for a one-year term.

**4. PROPOSED ORDINANCES:**

- A. [BILL NO. 17-84](#) AN ORDINANCE AMENDING SECTION 2-61. DISCLOSURE OF POTENTIAL  
CONFLICTS OF INTEREST OF THE CODE OF ORDINANCES OF THE CITY OF

LEE'S SUMMIT MISSOURI TO PROVIDE WHEN THE MAYOR OR COUNCILMEMBER SHALL BE REQUIRED TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST. (City Council Rules Committee 3-27-2017)

**5. OTHER BUSINESS:**

- A. [BILL NO. 17-85](#) AN ORDINANCE AUTHORIZING THE DUAL AWARD OF RFP NO. 2017-063 FOR CUSTODIAL SERVICES TO ALLIANCE JANITORIAL, INC. AS THE PRIMARY VENDOR UNDER AGREEMENT NO. 2017-063-1 AND CITY WIDE MAINTENANCE AS THE SECONDARY VENDOR UNDER AGREEMENT NO. 2017-063-2 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE SAID AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY.
- B. [BILL NO. 17-86](#) AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MO FOR THE SUPPORT OF THE MCC-LONGVIEW CAMPUS FLIGHTS OF FANCY MEGA KITE FESTIVAL AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.
- C. [BILL NO. 17-87](#) AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF THE LONGVIEW RECREATION CENTER'S AQUATICS FACILITY FOR LIFEGUARD TRAINING AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.
- D. [BILL NO. 17-88](#) AN ORDINANCE CANVASSING AND DECLARING THE RESULTS OF THE APRIL 4, 2017, REGULAR MUNICIPAL ELECTION FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

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

**7. COUNCIL ROUNDTABLE:**

**8. STAFF ROUNDTABLE:**

- A. [2017-1117](#) CONTINUED DISCUSSION OF STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEP 1

**ADJOURNMENT**

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

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

## Packet Information

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**File #:** 2017-1028, **Version:** 1

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Approval of Action Letters from March 2, 9 and 16, 2017.

**COUNCIL MOTION:**

I move for approval of the Action Letters from March 2, 9 and 16, 2017 as part of the Consent Agenda.



**The City of Lee's Summit**  
**Action Letter**  
**City Council - Regular Session**

Thursday, March 2, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

**REGULAR SESSION NO. 28**

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**CALL TO ORDER**

Mayor Rhoads called Regular Session No. 28 to order at 6:15pm.

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Present:** 8 - Councilmember Rob Binney  
Councilmember Trish Carlyle  
Councilmember Phyllis Edson  
Councilmember Craig Faith  
Councilmember Diane Forte  
Councilmember Chris Moreno  
Councilmember Dave Mosby  
Councilmember Diane Seif

**APPROVAL OF AGENDA**

**COUNCIL ACTION:** On motion of Councilmember Forte, second by Councilmember Seif, the Council voted unanimously to approve the published agenda.

**1. PUBLIC COMMENTS:**

Mr. Roy Mussett was concerned about the lack of improvements in the older part of the city.

**2. COUNCIL COMMENTS:**

Councilmember Mosby suggested the Public Works Committee look at long-term priorities for improvements, particularly in the older part of the city.

**3. APPROVAL OF CONSENT AGENDA:**

**A. [2017-0962](#)** Approval of Action Letters from February 2, 9 and 16, 2017.

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember

Forte, that the Action Letters be approved as part of the Consent Agenda. The motion carried by a unanimous vote.

- B.        [2017-1000](#)        Approval of a name change from Mint Asian Cafe & Sushi to Mint Sushi, located at 1209 NE Rice Road, currently holding a Type G3 Liquor License. Also a corporation name change to Zheng Li Inc.

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Forte, that this liquor license be approved as part of the Consent Agenda. The motion carried by a unanimous vote.

- C.        [2017-0999](#)        Approval of upgrade from a Type H License to a Type G1 for Summit Cellar & Spirits, 815 NE Lakewood Boulevard, upgrade from a Type H License to a Type G1. (No change to Sunday and Tasting Licenses)

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Forte, that this liquor license be approved as part of the Consent Agenda. The motion carried by a unanimous vote.

- D.        [2017-1004](#)        Approval of Type H & S Liquor License for Libations & Company, 23 SE 3rd Street.

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Forte, that this liquor license be approved as part of the Consent Agenda. The motion carried by a unanimous vote.

4.        **RESOLUTIONS:**

- A.        [RES. NO. 17-05](#)        A RESOLUTION IN SUPPORT OF THE LEE'S SUMMIT POLICE DEPARTMENT'S APPLICATION FOR GRANT FUNDING IN THE MISSOURI HIGHWAY SAFETY PROGRAM FOR TRAFFIC ENFORCEMENT.

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Faith, that Resolution No. 17-05 be approved. The motion carried by a unanimous vote.

5.        **PUBLIC HEARINGS (Sworn):**

- A.        [2016-0501](#)        CONTINUED PUBLIC HEARING - Appl. #PL2016-114 - PRELIMINARY DEVELOPMENT PLAN - approximately 7.11 acres located at the southeast corner of NW Blue Parkway and NW Colbern Road for the proposed Summit Village; Newmark Grubb Zimmer, applicant.

Mayor Rhoads closed the regular session at 6:26 p.m., opened the public hearing and asked all those who wished to speak to be sworn in by the City Clerk.

Mr. Mike VanBuskirk, the applicant addressed the Council and explained the proposed development, which will be located along Colbern Road, across from the entrance to Unity Village. This is part of the property recently annexed into Lee's Summit from Unity Village.

Mr. Hector Soto, Jr., Planning Division Manager, entered Exhibits 1- 20 into the record. He noted that Staff recommended approval, subject to three conditions.

Hearing no further testimony, Mayor Rhoads closed the public hearing at 6:58 p.m. and reconvened the regular session.

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Carlyle, the Council voted unanimously to direct staff to present an ordinance approving Application #PL2016-114 - PRELIMINARY DEVELOPMENT PLAN - approximately 7.11 acres located at the southeast corner of NW Blue Parkway and NW Colbern Road for the proposed Summit Village; Newmark Grubb Zimmer, applicant subject to staff's letter dated January 6, 2017, conditions 1 - 3.

**B.**      [2017-0972](#)

CONTINUED PUBLIC HEARING - Appl. #PL2016-219 - REZONING from AG to R-1 and PRELIMINARY DEVELOPMENT PLAN - Whispering Woods, approximately 76 acres generally located at the northeast corner of SW Pryor Road and SW Hook Road; Whispering Woods Land, LLC, applicant.

Mayor Rhoads closed the regular session at 7:01 p.m., opened the public hearing and asked all those who wished to speak to be sworn in by the City Clerk.

Mr. Brian Winn, Engineer with the firm of Phoenix Engineering, represented the applicant and addressed the Council, explaining the plans for this residential development. As shown on the plan, there will be 164 lots on approximately 76 acres. ON the west side of the subdivision was Mouse Creek, which created concerns for the Council due to the past issues of flooding. Mr. Winn explained the engineering aspects of preparing the floodplain area for development.

Mr. Hector Soto, Jr., Planning Division Manager, entered Exhibits 1- 23 into the record and reviewed the application.

Several residents in the area, whose properties abut the proposed development, spoke in opposition. Speakers included Mr. Bruce Klostermann, Mr. Robert Gardner and Mr. Richard Cawby.

After lengthy discussion and hearing no further testimony, Mayor Rhoads closed the public hearing at 8:15 p.m. and reconvened the regular session.

Motion was made by Councilmember Binney, seconded by Councilmember Carlyle, to CONTINUE the public hearing until a date certain of May 18, 2017. MOTION FAILED on a vote of 2 "aye" (Councilmembers Binney and Carlyle), and 6 "no".

**ACTION:** A motion was made by Councilmember Mosby, seconded by Councilmember Edson, that Application #PL2016-219 - REZONING from AG to R-1 and PRELIMINARY DEVELOPMENT PLAN - Whispering Woods, approximately 76 acres generally located at the northeast corner of SW Pryor Rd and SW Hook Rd; Whispering Woods Land, LLC, applicant, be denied. The motion carried by the following vote:

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**Aye:** 6 - Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Nay:** 2 - Councilmember Binney  
Councilmember Carlyle

- C.**     [2017-0925](#)     PUBLIC HEARING - Appl. #PL2017-002 - UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT #60 - Article 8 Accessory Uses and Structures, to allow tattoo and body piercing as an accessory use in the PO District; City of Lee's Summit, applicant.

Mayor Rhoads closed the regular session at 8:40 p.m., opened the public hearing and asked all those who wished to speak to be sworn in by the City Clerk.

Mr. Robert McKay, Director of Planning, reviewed the proposed changes to the UDO.

Hearing no further testimony, Mayor Rhoads closed the public hearing at 9:03 p.m. and reconvened the regular session.

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, to direct staff to present an ordinance approving Appl. #PL2017-002 - UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT #60 - Article 8 Accessory Uses and Structures, to allow tattoo and body piercing as an accessory use in the PO District; City of Lee's Summit, applicant. The motion carried by a unanimous vote.**

- D.**     [2017-0930](#)     PUBLIC HEARING - Appl. #PL2017-010 - EnVision LS Area Development Plan (ADP) Design Standards for an area generally bounded by Pine Tree Plaza, U.S. 50 Highway, ADESA Property, Jefferson Street, Persels (West of M-291), 16th Street (East of M-291), The Union Pacific Railroad Right-Of-Way and South M-291 Highway known as the Envision LS Master Development Plan excepting the 85 acres owned by Westcott Investment Group, LLC; City of Lee's Summit, applicant.

Mayor Rhoads closed the regular session at 9:09 p.m., opened the public hearing and asked all those who wished to speak to be sworn in by the City Clerk.

Mr. Robert McKay, Director of Planning, entered Exhibits 1-12 into the record and reviewed the proposed Master Plan for the area surrounding 350 Highway and M-291 South.

Hearing no further testimony, Mayor Rhoads closed the public hearing at 9:37 p.m. and reconvened the regular session.

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember**

Faith, to direct staff to present an ordinance approving Appl. #PL2017-010 - EnVision LS Area Development Plan (ADP) Design Standards for an area generally bounded by Pine Tree Plaza, U.S. 50 Highway, ADESA Property, Jefferson Street, Persels (West of M-291), 16th Street (East of M-291), The Union Pacific Railroad Right-Of-Way and South M-291 Highway known as the Envision LS Master Development Plan excepting the 85 acres owned by Westcott Investment Group, LLC; City of Lee's Summit, applicant. The motion carried by a unanimous vote.

**6. OTHER BUSINESS:**

- A. [BILL NO. 17-46](#) AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN ON APPROXIMATELY 7.11 ACRES LOCATED AT THE SOUTHEAST CORNER OF NW BLUE PARKWAY AND NW COLBERN ROAD FOR THE PROPOSED SUMMIT VILLAGE, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE, NO. 5209, FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Seif, that Bill No. 17-46 be adopted and numbered Ord. No. 8103. The motion carried by the following vote:

**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

Enactment No: Ord. No. 8103

- B. [BILL NO. 17-50](#) AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM AG TO R-1 ON APPROXIMATELY 76 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF SW PRYOR RD. AND SW HOOK RD. FOR THE PROPOSED WHISPERING WOODS RESIDENTIAL SUBDIVISION, AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR WHISPERING WOODS SUBDIVISION, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Note: The Public Hearing for this item failed; therefore, the Ordinance was not read.

**This Ordinance was withdrawn.**

- C. [BILL NO. 17-51](#) AN ORDINANCE APPROVING APPLICATION #PL2017-002 - AMENDMENT #60 TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO) - ARTICLE 8 ACCESSORY USES AND STRUCTURES; CITY OF LEE'S SUMMIT, APPLICANT.

**ACTION:** A motion was made by Councilmember Moreno, seconded by Councilmember Seif, that Bill No. 17-51 be adopted and numbered Ord. No. 8104. The motion carried by the following vote:

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**Aye:** 7 - Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Nay:** 1 - Councilmember Binney

Enactment No: Ord. No. 8104

**D.** [BILL NO.](#)  
[17-52](#)

AN ORDINANCE APPROVING APPLICATION #PL2017-010 - ENVISION LS AREA DEVELOPMENT PLAN (ADP) DESIGN STANDARDS FOR AN AREA GENERALLY BOUNDED BY PINE TREE PLAZA, US 50 HWY, ADESA PROPERTY, JEFFERSON STREET (WEST OF M-291 HWY), 16TH STREET (EAST OF M-291 HWY), UNION PACIFIC RAILROAD RIGHT OF-WAY AND SOUTH M-291 HWY, KNOWN AS THE ENVISION LS CONCEPTUAL DEVELOPMENT MASTER PLAN, EXCEPTING THE 85 ACRES OWNED BY WESTCOTT INVESTMENT GROUP, LLC; ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

**ACTION:** A motion was made by Councilmember Mosby, seconded by Councilmember Faith, that Bill No. 17-52 be adopted and numbered Ord. No. 8105. The motion carried by the following vote:

**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

Enactment No: Ord. No. 8105

**E.** [BILL NO.](#)  
[17-53](#)

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED LONGVIEW FARM TAX INCREMENT FINANCING PLAN.

**ACTION:** A motion was made by Councilmember Edson, seconded by Councilmember Carlyle, that Bill No. 17-53 be adopted and numbered Ord. No. 8106. The motion carried by the following vote:

**Aye:** 6 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Mosby  
Councilmember Seif

**Nay:** 2 - Councilmember Edson  
Councilmember Moreno

Enactment No: Ord. No. 8106

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

Councilmember Seif noted the Rules Committee could not meet due to lack of a quorum. She encouraged all members to attend the next meeting so issues may be forwarded to the Council.

**8. COUNCIL ROUNDTABLE:**

Councilmember Moreno shared a flyer for the KC Film Festival, which will showcase several Lee's Summit students.

**9. STAFF ROUNDTABLE:**

Mr. Arbo advised that the Earned Income Tax Credit program was in progress and had been very successful. Ms. Julia Hampton, a citizen of LS, has been assisting and City employees have been volunteering their evenings to assist with the program.

**10. ADJOURNMENT**

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



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

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**CALL TO ORDER**

Mayor Rhoads called Regular Session No. 29 to order at 6:15 p.m.

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Present:** 8 - Councilmember Rob Binney  
Councilmember Trish Carlyle  
Councilmember Phyllis Edson  
Councilmember Craig Faith  
Councilmember Diane Forte  
Councilmember Chris Moreno  
Councilmember Dave Mosby  
Councilmember Diane Seif

**APPROVAL OF AGENDA**

**COUNCIL ACTION:** On motion of Councilmember Binney, second by Councilmember Forte the Council voted unanimously to approve the published agenda.

Following approval of the Agenda, Mayor Rhoads asked Fire Chief Poeschl to discuss the storm event that occurred on Monday evening. Chief Poeschl explained the Standard Operating Guidelines (SOG) practices were followed during Monday's event. After an internal review of the procedures and actions, along with surveying the damages and considering public feedback, they made changes to the internal SOGs to better serve citizens. They believe these changes are in the best interest of the safety of the public.

**1. PUBLIC COMMENTS:**

Mr. Don Park, 644 NE Lakepoint Drive, with Whispering Woods Development, hoped the Council would reconsider their application, which was denied at the last Council meeting. They would request additional time to meet with the neighbors and address their concerns, as well as Staff.

**2. COUNCIL COMMENTS:**

Councilmember Forte moved to **RECONSIDER** the denial of the Whispering Woods application, which was denied at the previous Council meeting. Motion was seconded by Councilmember Carlyle. **MOTION PASSED** on a vote of 6 "aye", 2 "no" (Councilmembers Moreno and Mosby).

Motion was made by Councilmember Forte, seconded by Councilmember Carlyle, to direct Staff to **PLACE** Application #PL2016-219 Rezoning from AG to R-1 and Preliminary Development Plan for Whispering Woods, approximately 76 acres generally located at the northeast corner of SW Pryor Road and SW Hook Road; Whispering Woods Land, LLC, on a future City Council agenda for **ADDITIONAL PUBLIC HEARING** on a date certain of **JUNE 8, 2017**, after providing public notice of said hearing.

Councilmember Faith moved to **AMEND** the motion to **REMAND** the application to the **PLANNING COMMISSION** for further consideration. Motion was seconded by Councilmember Moreno.

DISCUSSION: Councilmember Carlyle did not feel the Planning Commission was on the same page as the Council on this application. Councilmember Seif noted no representatives from the area were in attendance at the Planning Commission meeting.

On the **AMENDMENT**, the Council voted 7 "aye", 1 "no" (Councilmember Carlyle). The application will be returned to the Planning Commission for further consideration.

Councilmember Forte moved to **AMEND** the original motion by **REMOVING** the date certain of **JUNE 8, 2017**. Motion passed unanimously.

On the original motion to **CONTINUE** the application, to include the amendments to **REMAND** the issue back to the **PLANNING COMMISSION**, the Council voted 6 "aye", 1 "no" (Councilmember Mosby), 1 "away from table" (Councilmember Moreno). **MOTION PASSED**.

**3. 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). (PWC 2-23-17)

**ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Forte, that Bill No. 17-54 be adopted and numbered Ord. No. 8107. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Recused:** 1 - Councilmember Faith

Enactment No: Ord. No. 8107

**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. (PWC 2-23-17)

**ACTION: A motion was made by Councilmember Moreno, seconded by Councilmember Seif, that Bill No. 17-55 be adopted and numbered Ord. No. 8108. The motion carried by the following vote:**

**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

Enactment No: Ord. No. 8108

**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). (PWC 2-23-17)

**ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Binney, that Bill No. 17-56 be adopted and numbered Ord. No. 8109. The motion carried by the following vote:**

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**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

Enactment No: Ord. No. 8109

- 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. (PWC 2-23-17)

**ACTION: A motion was made by Councilmember Mosby, seconded by Councilmember Seif, that Bill No. 17-57 be adopted and numbered Ord. No. 8110. The motion carried by the following vote:**

**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

Enactment No: Ord. No. 8110

- 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. (PWC 2-23-17)

**ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Faith, that Bill No. 17-58 be adopted and numbered Ord. No. 8111. The motion carried by the following vote:**

**Aye:** 8 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Edson  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

Enactment No: Ord. No. 8111

**4.      PRESENTATIONS:**

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

NOTE: Councilmember Moreno away from the table from 9:35 p.m. to

10:15 p.m.

Mr. Arbo and Mr. Jack Feldman, Management Analyst-Administration, provided information and the framework for the six step process adopted by the Council a couple of months ago. Mr. Nick Edwards, Director of Administration, began with information regarding Staff's actions and proposals to meet the Council's goal. Due to the amount of detail provided by Staff, the Council requested separate presentations from each department.

This Presentation was received and filed.

**5. PUBLIC HEARINGS (Sworn):**

- 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

Mayor Rhoads closed the regular session at 6:53 p.m. and opened the public hearing. All those interested in testifying were sworn in by the City Clerk.

Mr. Ryan Elam, Director of Development Center, provided some history and explained the process. A timeline was submitted as Exhibit #17.

Mr. Bob McKay, Director of Planning and Development, entered Exhibits 1-17 into the record and explained the proposed application.

- Two buildings in the western portion of the development were planned for senior housing. The Planning Commission recommended removal of those units.
- A large power line will be relocated to run along Pryor Road.
- The applicant is requesting approval for rezoning over the entire area and approval of the submitted conceptual plan. Design standards will be submitted at a later date, including prohibited and permitted uses within the development.

Councilmember Binney thought the PMix zoning provides the most control and gives citizens the ability to hear decisions. Councilmember Edson was skeptical about building additional retail areas and the ability to sustain up-scale retail at this time.

Twelve members of the neighborhood addressed the Council, voicing their concerns about this development.

Hearing no further testimony, Mayor Rhoads closed the public hearing and

reopened the regular session at 8:46 p.m. During Council discussion, Mayor Rhoads closed the regular session and reopened the public hearing on two separate occasions and the final reopening of the regular session was at 9:08 p.m.

Council discussed the application and the process at length, specifically the 40+/- acres on the eastern portion of the application. Mr. Arbo suggested an approach that would include the neighbors. Knowing the quality of the developers and concerns of the Council, there was the possibility of finding something successful that would garner greater supports. By creating a comprehensive plan for this area, they could hold several meetings over a two to three months to keep the neighbors informed. This was the approach followed with the downtown rebuild and the residents would know there was a time when they could meet with the City or developer.

Following the motion and approval, Mr. Arbo advised the Council that Staff will work with the neighborhood groups for communication of the meetings.

**ACTION:** A motion was made by Councilmember Mosby, seconded by Councilmember Seif, to direct Staff to PREPARE AN ORDINANCE to rezone 39.5 acres to PMIX and that the community be involved in periodic meetings, to be determined by the community, and that a conceptual development master plan be initiated for this area.

**6. 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.

NOTE: This ordinance was not read, due to the motion on the public hearing.

- 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.

**ACTION:** A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, that Bill No. 17-60 be adopted and numbered Ord. No. 8112. The motion carried by the following vote:

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**Aye:** 5 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Seif

**Nay:** 2 - Councilmember Edson  
Councilmember Mosby

**Recused:** 1 - Councilmember Moreno

Enactment No: Ord. No. 8112

- C. [BILL NO.](#) AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN  
[17-61](#) THE CITY OF LEE'S SUMMIT, THE I-470 AND VIEW HIGH COMMUNITY  
IMPROVEMENT DISTRICT AND PARAGON STAR, LLC.

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Forte, that Bill No. 17-61 be adopted and numbered Ord. No. 8113. The motion carried by the following vote:

**Aye:** 5 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Seif

**Nay:** 2 - Councilmember Edson  
Councilmember Mosby

**Recused:** 1 - Councilmember Moreno

Enactment No: Ord. No. 8113

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

Councilmember Forte reported that Downtown Lee's Summit Main Street received accreditation. She was looking forward to the Emerald Isle Parade scheduled for this Saturday.

Councilmember Seif advised the Housing Authority was developing a strategic plan. The experience she obtained from the Council's strategic planning will help when she participates in this process.

8. **COUNCIL ROUNDTABLE:**

Councilmember Forte was advised by citizens that Red Racks was having vehicles towed off their lot by a company in Kansas City and taken to Smithville for impoundment. People are parking in this lot and walking to other stores. There are signs around the lot advising people that unauthorized vehicles will be towed. She asked if the City could talk to Red Racks and reach a compromise.

Councilmember Edson mentioned that Whiteman Air Force Base is featuring Lee's Summit at the Base Community Council luncheon on April 12th.

Councilmember Binney thanked the Fire Department for listening to the citizen feedback after the storm event earlier this week. On another topic, he requested a report on the percentage of rent-by-choice residents and the number of units available.

**9. STAFF ROUNDTABLE:**

Mr. Arbo advised that Staff will have the Development Report available in a couple of weeks. This report includes interesting statistics and demographics about the city and compares information from other years.

**10. ADJOURNMENT**

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



**The City of Lee's Summit**  
**Action Letter**  
**City Council - Regular Session**

Thursday, March 16, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

**REGULAR SESSION NO. 30**

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**CALL TO ORDER**

Mayor Rhoads called Regular Session No. 30 to order at 6:15 p.m.

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Councilmember Moreno was not present during Roll Call but arrived at 6:24 p.m.

**Present:** 7 - Councilmember Rob Binney  
Councilmember Trish Carlyle  
Councilmember Craig Faith  
Councilmember Diane Forte  
Councilmember Chris Moreno  
Councilmember Dave Mosby  
Councilmember Diane Seif

**Absent:** 1 - Councilmember Phyllis Edson

**APPROVAL OF AGENDA**

**COUNCIL ACTION:** On motion of Councilmember Binney, second by Councilmember Forte, the Council voted unanimously (Councilmembers Edson & Moreno "Absent") to approve the published agenda.

**1. PUBLIC COMMENTS:**

Mr. Kent Reuter spoke in regards to Councilmember Moreno and his actions during the recall process and upcoming ballot measure for his recall.

Ms. Gladys Bratton spoke out against the behavior of Councilmember Mosby and feels he has violated the City Charter by publicly using his position as a Councilmember and speaking out against the proposed ballot issues for changes to the City Charter.

Ms. Melissa Clogston stated she has found herself disappointed with her current representation in District 4. She felt the citizens deserved better. She asked the Council to start working for the citizens again as they were elected to do.

**2. COUNCIL COMMENTS:**

Councilmember Mosby defended his First Amendment rights regarding comments on the Charter issues.

Councilmember Moreno responded to comments voiced during Public Comments.

Councilmember Binney stated the recent issue regarding Red Racks and citizens parking in their lot would not be assigned to a committee. Staff has looked at the situation and has confirmed that the owners of Red Racks do have a private lot and they are in accordance with all city and state laws. He hopes Red Racks will work with citizens to reduce the cost of the towing charges and/or not tow vehicles to Smithville, but the city has no legal right to intervene.

Councilmember Carlyle stated everyone Councilmember takes an "Oath of Office" at the beginning of their term. With this oath they voluntarily give up some of their rights to support the greater good of the city. She asked the Councilmembers that are taking a stand under their First Amendment rights to cease immediately.

**3. APPROVAL OF CONSENT AGENDA:**

**MAYORS APPOINTMENTS:**

**A. [2017-1027](#)**

Mayor's Appointments:

Human Relation Commission: Appoint Terrence White, term to expire 7-6-19.

**ACTION:** A motion was made by Councilmember Forte, seconded by Councilmember Seif, that the Mayor's Appointments be approved as part of the Consent Agenda. The motion carried by a unanimous vote (Councilmember Edson "Absent").

**LIQUOR LICENSES:**

**B. [2017-1048](#)**

Liquor License for Lakewood Pub

**ACTION:** A motion was made by Councilmember Forte, seconded by Councilmember Seif, that this Liquor License be approved as part of the Consent Agenda. The motion carried by a unanimous vote (Councilmember Edson "Absent").

**4. PROPOSED ORDINANCES:**

**A. [BILL NO.](#)  
[17-62](#)**

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN SUMMIT VIEW FARMS DEVELOPMENT GROUP LLC AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE SUMMIT VIEW FARMS SUBDIVISION DEVELOPMENT.

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**ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Seif, that Bill No. 17-62 be adopted and numbered Ord. No. 8114. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8114

- B.**      [BILL NO. 17-63](#)      AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SUMMIT VIEW FARMS, AMENDED 1ST PLAT, LOTS 1-50 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

**ACTION: A motion was made by Councilmember Moreno, seconded by Councilmember Seif, that Bill No. 17-63 be adopted and numbered Ord. No. 8115. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8115

- C.**      [BILL NO. 17-64](#)      AN ORDINANCE AUTHORIZING THE WAIVER OF LEE'S SUMMIT HOUSING AUTHORITY'S PAYMENT IN LIEU OF TAXES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016 IN THE AMOUNT OF \$33,874.16. (F&BC 3-6-17)

**ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 17-64 be adopted and numbered Ord. No. 8116. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8116

- D.**      [BILL NO. 17-65](#)      AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND

RECREATION BOARD, AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI TO ESTABLISH A SPONSORSHIP BY LEE'S SUMMIT PARKS AND RECREATION OF THE COMMON READ PROGRAM FOR 2017-2018 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EVIDENCING THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 3-6-17)

**ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Faith, that Bill No. 17-65 be adopted and numbered Ord. No. 8117. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8117

**E.**      [BILL NO. 17-66](#)      AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-066 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR EQUIPMENT RENTAL TO BLEDSOE'S RENTALS (CONTRACT NO. 2017-066-1) AND THE G.W. VAN KEPPEL CO. (CONTRACT NO. 2017-066-2) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 3-6-17)

**ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Seif, that Bill No. 17-66 be adopted and numbered Ord. No. 8118. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8118

**F.**      [BILL NO. 17-67](#)      AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-094 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR VETERINARY SERVICES FOR THE ANIMAL CONTROL DIVISION TO LEE'S SUMMIT ANIMAL HOSPITAL, P.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 3-6-17)

**ACTION: A motion was made by Councilmember Moreno, seconded by Councilmember Seif, that Bill No. 17-67 be adopted and numbered Ord. No. 8119. The motion carried by**

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the following vote:

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8119

**G.** [BILL NO. 17-68](#)

AN ORDINANCE APPROVING THE SALE OF A VACANT LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI TO HB SUMMIT, LLC, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN THE RITTER PLAZA, LLC, HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT. (F&BC 3-6-17)

**ACTION:** A motion was made by Councilmember Mosby, seconded by Councilmember Binney, that Bill No. 17-68 be adopted and numbered Ord. No. 8120. The motion carried by the following vote:

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8120

**H.** [BILL NO. 17-69](#)

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND RITTER PLAZA, LLC FOR THE RITTER PLAZA TAX INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY. (F&BC 3-6-17)

**ACTION:** A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, that Bill No. 17-69 be adopted and numbered Ord. No. 8121. The motion carried by the following vote:

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8121

- I. [BILL NO. 17-70](#) AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES. (F&BC 3-6-17)

**ACTION: A motion was made by Councilmember Binney, seconded by Councilmember Forte, tha Bill No. 17-70 be adopted and numbered Ord. No. 8122. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8122

- J. [BILL NO. 17-71](#) AN ORDINANCE APPROVING AN AGREEMENT FOR THE LEASE OF CITY CONDUIT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 3-6-17)

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Binney, that Bill No. 17-71 be adopted and numbered Ord. No. 8123. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8123

- K. [BILL NO. 17-72](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-068 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR MISCELLANEOUS PARTS AND APPURTENANCES FOR THE WATER UTILITIES OPERATIONS DIVISION TO BLUE SPRINGS WINWATER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BLUE SPRINGS WINWATER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 3-6-17)

**ACTION: A motion was made by Councilmember Mosby, seconded by Councilmember Seif, that Bill No. 17-72 be adopted and numbered Ord. No. 8124. The motion carried by the following vote:**

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**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8124

**5. PUBLIC HEARINGS (Sworn):**

- A. [2017-0997](#) PUBLIC HEARING - Appl. #PL2017-005 - REZONING from CP-2 to R-1 - approximately 16 acres located at the southeast corner of SW Raintree Dr and SW Raintree Pkwy for the proposed Creekside at Raintree; Landrock Development, LLC, applicant

**ACTION:** A motion was made by Councilmember Forte, seconded by Councilmember Binney, the Council voted unanimously (Councilmember Edson "Absent") to direct staff to present an ordinance Application #PL2017-005 - REZONING from CP-2 to R-1 - approximately 16 acres located at the southeast corner of SW Raintree Drive and SW Raintree Parkway for the proposed Creekside at Raintree; Landrock Development, LLC, applicant.

**6. OTHER BUSINESS:**

- A. [BILL NO. 17-73](#) AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT PLANNED COMMUNITY COMMERCIAL (CP-2) TO DISTRICT SINGLE-FAMILY RESIDENTIAL (R-1), APPROXIMATELY 16 ACRES LOCATED AT THE SOUTHEAST CORNER OF SW RAINTREE DR AND SW RAINTREE PKWY FOR THE PROPOSED CREEKSIDE AT RAINTREE, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

**ACTION:** A motion was made by Councilmember Binney, seconded by Councilmember Forte, that Bill No. 17-73 be adopted and numbered Ord. No. 8125. The motion carried by the following vote:

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8125

- B. [BILL NO. 17-74](#) AN ORDINANCE APPROVING A TRANSFEREE AGREEMENT BETWEEN LEE'S SUMMIT COVENANT GROUP, LLC, AS THE OWNER AND NOGLE & BLACK, INC., AND JAMES AND GAYLE NOGLE AS THE BUYERS, AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE TRANSFER OF PROPERTY (OUTLOT INCLUDING JERSEY MIKE'S RESTAURANT) IN THE LEE'S SUMMIT

EAST (SUMMIT FAIR) TAX INCREMENT FINANCING REDEVELOPMENT  
AREA.

**ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Binney, that Bill No. 17-74 be adopted and numbered Ord. No. 8126. The motion carried by the following vote:**

**Aye:** 7 - Councilmember Binney  
Councilmember Carlyle  
Councilmember Faith  
Councilmember Forte  
Councilmember Moreno  
Councilmember Mosby  
Councilmember Seif

**Absent:** 1 - Councilmember Edson

Enactment No: Ord. No. 8126

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

Councilmember Seif advised there would be a Rules Committee meeting on Monday, March 27th at 5:00 p.m.

**8. COUNCIL ROUNDTABLE:**

Councilmember Seif stated there would be a Chamber event on March 30, 2017 to help businesses to do business with the City and there would be two sessions to accomodate everyone. She asked Mr. Arbo to elaborate.

Mr. Steve Arbo, City Manager, advised the session would help businesses of all sizes navigate the procurement/purchasing process and assist them in being successful in doing business with the city. The hope is to help promote smaller businesses to do more business with the City.

Councilmember Moreno asked if a Private Investigator must have a business license with the City.

Mr. Ryan Elam, Director of Development Center, advised the state does not regulate the license, but a business license is required if they are doing business within the city limits. Mr. Conrad Lamb, Director of Finance, stated the Police Department will do the review for a Private Investigator license, but the Development Center would issue the business license if they are doing business within the city limits.

Councilmember Moreno asked staff about the possibility of meeting with residents that are close to the proposed new bridge on 5th Street.

Mr. Michael Park, City Traffic Engineer, advised this bridge has been conceptual for many years. It was recently approved by Council and they are just in the beginning stages of the design process. Staff will be meeting with residents that are closest to the construction area and there will be public involvement. He stated construction will no likely begin in

less than a year.

Councilmember Forte thanked Ms. Bratton for her time and volunteerism on the Charter Review Commission. She stated her appreciation to all citizens that volunteer their time and efforts for the betterment of the City.

Councilmember Binney thanked Mr. Tom Lovell, Director of Parks and Recreation, for his 38 years of service to the City and the Parks and Recreation Board. He has enjoyed working with him and seeing his many accomplishments. He congratulated him on his upcoming retirement that will take place before the next City Council meeting.

Councilmember Binney also asked Council to start doing better at representing the public and to appreciate their positions and City Councilmembers. He then quoted Stephen R. Covey, "Seek first to understand and then to be understood."

Mayor Rhoads reminded everyone that will be participating in the St. Patrick's Day activities to be careful and celebrate responsibly.

**9. STAFF ROUNDTABLE:**

Mr. Steve Arbo, City Manager, mirrored Councilmember Binney's comment regarding Mr. Lovell. He stated that he has appreciated the the working relationship he has had with Mr. Lovell and also congratulated him on his pending retirement.

**ADJOURNMENT**

Hearing no further business, Mayor Rhoads adjourned Regular Session No. 30 at 7:33 p.m.

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

## Packet Information

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**File #:** 2017-1119, **Version:** 1

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Mayor's Appointments:

Jackson County Board of Equalization: Reappoint Lance Dillenschneider for a one-year term.

Issue/Request:

Mayor Rhoads is seeking City Council approval to reappoint Lance Dillenschneider to the Jackson County Board of Equalization for a one-year term.



# LEE'S SUMMIT MISSOURI

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Mayor Randall L. Rhoads

DATE: April 7, 2017  
TO: City Council  
FROM: Mayor Randall L. Rhoads  
RE: Boards and Commissions Appointments

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

Mayor's Appointments:

*Jackson County Board of Equalization:* Reappoint Lance Dillenschneider for a one-year term.

## Packet Information

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**File #:** BILL NO. 17-84, **Version:** 2

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AN ORDINANCE AMENDING SECTION 2-61. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST OF THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT MISSOURI TO PROVIDE WHEN THE MAYOR OR COUNCILMEMBER SHALL BE REQUIRED TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST. (City Council Rules Committee 3-27-2017)

This Ordinance amends Section 2-61 related to the disclosure of potential conflicts of interest. The current code provision does not specify at what point in time the Mayor or a Councilmember should declare a conflict in a matter before the Council. This ordinance amends the code provision to specify that disclosure is required to occur prior to any participation in the matter by the Mayor or Councilmember at either the committee or council level whichever comes first.

### Proposed City Council Motion:

First Motion: I move for a second reading of AN ORDINANCE AMENDING SECTION 2-61. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST OF THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT MISSOURI TO PROVIDE WHEN THE MAYOR OR COUNCILMEMBER SHALL BE REQUIRED TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST.

### Second Motion:

I move for adoption of AN ORDINANCE AMENDING SECTION 2-61. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST OF THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT MISSOURI TO PROVIDE WHEN THE MAYOR OR COUNCILMEMBER SHALL BE REQUIRED TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST.

### Background:

### Recommendation:

The City Council Rules Committee forwarded this item to the Council by a vote of 3-0.

## BILL NO. 17-84

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AN ORDINANCE AMENDING SECTION 2-61. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST. OF THE CODE OF ORDINANCES OF THE CITY OF LEE'S SUMMIT, MISSOURI TO PROVIDE WHEN THE MAYOR OR COUNCILMEMBER SHALL BE REQUIRED TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST.

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

SECTION 1. That subsection B. of Section 2-61. Disclosure of Potential Conflicts of Interest. of the Code of Ordinances of the City of Lee's Summit, Missouri be amended to read as follows:

"Sec. 2-61. - Disclosure of potential conflicts of interest.

B. *Conflicts of Interest.* The mayor or any councilmember who has a substantial personal or private interest, as defined by RSMo 105.450(10), (11), **(12)** Missouri Revised Statutes, in any bill shall disclose, on the records of the City Council the nature of his or her interest and shall disqualify himself or herself from voting on any matters relating to this interest. ***For the purposes of this provision, any disclosure required above shall occur prior to any participation in the matter by the mayor or councilmember with such interest before a City Council Committee or the City Council, whichever occurs first.***"

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

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

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

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

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

**BILL NO. 17-84**

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\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

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

APPROVED AS TO FORM:

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

## Packet Information

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**File #:** BILL NO. 17-85, **Version:** 2

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AN ORDINANCE AUTHORIZING THE DUAL AWARD OF RFP NO. 2017-063 FOR CUSTODIAL SERVICES TO ALLIANCE JANITORIAL, INC. AS THE PRIMARY VENDOR UNDER AGREEMENT NO. 2017-063-1 AND CITY WIDE MAINTENANCE AS THE SECONDARY VENDOR UNDER AGREEMENT NO. 2017-063-2 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE SAID AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

Award of RFP 2017-063 for a one-year contract with four possible one-year renewal options for Custodial Services to Alliance Janitorial, Inc. as the primary vendor and City Wide Maintenance as the secondary vendor for multiple City departmental use.

Key Issues:

Central Building Services is a division of the Administration Department. CBS is responsible for the daily custodial work at 9 facilities including City Hall, Police HQ, Fire HQ, Maintenance Facility, Animal Control, Water Operations, Tudor Lift Station, South Terminal and the Downtown Restrooms. For a period of several years, the department's custodial team was stable and consisted of 5.5 custodians and 1 Lead Custodian. In 2015, the 2 custodians on the Police Department budget merged with the CBS staff. Over the past three years, 3 lead custodians and 3 custodians were hired and left after a short time. Filling vacancies has become increasingly difficult. Currently, the staff consists of 4 FTEs with no lead custodian.

Recently, the CBS Division underwent a performance audit of its' operations and services. The results of that audit suggested the contracting out of some or all of the custodial services needed by the City, indicating that many other similar organizations have recognized significant cost savings and increased levels of service through this method.

In response to this recommendation, as well as the staffing challenges which have been experienced recently, City staff began to explore the possibility of contracting out some or all of the custodial services. With the assistance of the Procurement and Contract Services Division of the Finance Department, RFP No. 2017-063 for custodial services was issued. A total of 8 proposals were received and, of those proposals, 3 vendors were selected for interview. The composite proposal score and composite interview score sheets are attached.

The proposals and interviews revealed that there would in fact be cost savings realized by contracting these services. Accordingly, the interview team made recommendations for engagement based upon the results of the interviews and the proposals received. The review committee recommended that Alliance Janitorial, Inc. be awarded a primary vendor contract and City Wide Maintenance be awarded a secondary vendor contract. The goal was to establish a primary vendor and also select a secondary/back-up vendor. These contracted services will complement the staff of CBS already providing custodial services to various City facilities.

Proposed City Council Motion:

Committee Recommendation:

Background:

Impact/Analysis:

[Enter text here]

Timeline:

Start: April 30, 2017

Finish: April 29, 2018

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Steve Aldridge, City Architect

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE DUAL AWARD OF RFP NO. 2017-063 FOR CUSTODIAL SERVICES TO ALLIANCE JANITORIAL, INC. AS THE PRIMARY VENDOR UNDER AGREEMENT NO. 2017-063-1 AND CITY WIDE MAINTENANCE AS THE SECONDARY VENDOR UNDER AGREEMENT NO. 2017-063-2 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE SAID AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY.

Committee Recommendation: [Enter Committee Recommendation text Here]

## **BILL NO. 17-85**

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AN ORDINANCE AUTHORIZING THE DUAL AWARD OF RFP NO. 2017-063 FOR CUSTODIAL SERVICES TO ALLIANCE JANITORIAL, INC. AS THE PRIMARY VENDOR UNDER AGREEMENT NO. 2017-063-1 AND CITY WIDE MAINTENANCE AS THE SECONDARY VENDOR UNDER AGREEMENT NO. 2017-063-2 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE SAID AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit (hereinafter "City") has nine (9) separate facilities that require daily custodial maintenance; and,

WHEREAS, the City has been utilizing the services of employees of the Central Building Services Division of the Administration Department to provide janitorial services for all nine (9) facilities; and

WHEREAS, it has been determined that it is in the best interest of the City and will provide the best level of service to the organization and its' facilities to contract out the provision of custodial services for the majority of City facilities, which will complement the work already being provided by CBS employees; and,

WHEREAS, in response to this determination, the Procurement and Contract Services Division of the City of Lee's Summit issued RFP No. 2017-063 for a yearly contract for the provision of custodial services to address the needs referenced above; and,

WHEREAS, the RFP was advertised and sent directly to potential bidders, and bidders were additionally notified through the City's e-procurement system, Public Purchase; and

WHEREAS, as of the close of the time period for submission and the proposal opening date, a total of eight (8) proposals were received by the City; and,

WHEREAS, based upon the evaluation of proposals and interviews, the project evaluation committee recommended dual award of RFP No. 2017-063 to Alliance Janitorial, Inc. as the primary vendor under Agreement No. 2017-063-1 and to City Wide Maintenance as the secondary vendor under Agreement No. 2017-063-2.

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

SECTION 1. That RFP No. 2017-063 be and hereby is dually awarded to Alliance Janitorial, Inc., as the primary vendor under Agreement No. 2017-063-1 and to City Wide Maintenance as the secondary vendor under Agreement No. 2017-063-2.

SECTION 2. That Agreement No. 2017-063-1 for custodial services by and between the City of Lee's Summit, Missouri and Alliance Janitorial, Inc., attached hereto as "Exhibit A" and incorporated herein by reference and Agreement No. 2017-063-2 by and between the City of Lee's Summit and City Wide Maintenance, attached hereto as "Exhibit B" and incorporated herein by reference be and the same are hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

**BILL NO. 17-85**

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

PASSED by the City Council of 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:

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

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and Alliance Janitorial, Inc., a company in the State of Kansas, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2017-063 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be for a one (1) year period from \_\_\_\_\_ through \_\_\_\_\_. The City may at its option renew the Agreement up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 2017-063; section 9.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated agreement term.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

\_\_\_\_\_  
Procurement Officer of Record

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

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

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and City Wide Maintenance, a company in the State of Kansas, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2017-063 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be for a one (1) year period from \_\_\_\_\_ through \_\_\_\_\_. The City may at its option renew the Agreement up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 2017-063; section 9.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated agreement term.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

\_\_\_\_\_  
Procurement Officer of Record

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

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

Composite Proposal Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions				FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM
				Pts	# Mmbrs	Max Pts	Crystal Clear	J&R Investments	MC Janitorial	Riteway Maintenance	Town and Country	Alliance Janitorial	Citywide Maintenance	Nano Building
Outstanding	25 - 30	17 - 20	9 - 10											
Exceeds Acceptable	19 - 24	13 - 16	7 - 8											
Acceptable	13 - 18	9 - 12	5 - 6											
Marginal	0 - 12	0 - 8	0 - 4											
1. Evidence of Experience, Reliability and References: (FORM 3): Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? . Consider any sub-consultants to be used and their experience (if applicable).				30	5	150	126	94	84	111	96	106	108	71
2. Expertise of Firm Personnel: (FORM 4): Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).				30	5	150	114	98	96	108	74	100	108	67
3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.				10	5	50	40	40	34	30	31	33	39	26
4. Project Approach: (FORM 5): Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.				20	5	100	86	60	55	34	78	54	59	33
5. Cost: Includes all related cost associated with this project. (FORM 6D):				10	5	50	22	37	33	21	41	50	30	22
				100		500	388	329	302	304	320	343	344	219

\*\*\* The cost calculation formula was adopted by the City of Lee's Summit around 1995, as established by the State Of Missouri. As of December 2002 both entities use this formula.

CITY OF LEE'S SUMMIT  
 PROCUREMENT AND CONTRACT SERVICES DIVISION  
 STANDARDIZED EVALUATION FORM  
 Interview Ranking Composite Score Sheet

PROJECT: Custodial Services  
 RFP NO.: 2017-063

				Composite Interview Score Sheet					
	30 Point Questions	20 Point Questions	10 Point Questions				FIRM	FIRM	FIRM
Outstanding	25 - 30	17 - 20	9 - 10	Pts	# Mmbrs	Max Pts	Crystal Clear	Alliance Janitorial	Citywide Maintenance
Exceeds Acceptable	19 - 24	13 - 16	7 - 8						
Acceptable	13 - 18	9 - 12	5 - 6						
Marginal	0 - 12	0 - 8	0 - 4						
1. Evidence of Experience, Reliability and References: (FORM 3): Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? . Consider any sub-consultants to be used and their experience (if applicable).				30	2	60	49	52	52
2. Expertise of Firm Personnel: (FORM 4): Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).				30	2	60	45	49	50
3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.				10	2	20	11	16	16
4. Project Approach: (FORM 5): Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.				20	2	40	14	33	26
5. Cost: Includes all related cost associated with this project. (FORM 6D):				10	2	20	9	15	13
				<b>100</b>		<b>200</b>	<b>128</b>	<b>165</b>	<b>157</b>

RFP RECOMMENDATION SHEET

TO: Steve Aldridge  
DATE: March 8, 2017

Please return this form to the Procurement Officer by: ASAP

RFP Name: Custodial Services  
RFP Number: 2017-063  
Procurement Officer: ddt

Procurement Officer Comments: \_\_\_\_\_

**DEPARTMENT RECOMMENDATION - CHECK ONE****ACCEPTANCE OF LOW BID:**

X  I recommend acceptance of the low bid of  Alliance Janitorial  as it basically meets the specification requirements of the bid.

Comments: \_\_\_\_\_

Options to be Included or Special Instructions: \_\_\_\_\_

**ACCEPTANCE OF OTHER THAN LOW BID:**

X  I recommend acceptance of  Citywide Maintenance  in addition to the low bidder for the following reasons:

Alliance is the Primary contractor and Citywide is the back-up in case things don't work out with Alliance

Options to be Included or Special Instructions: \_\_\_\_\_

**REJECTION RECOMMENDATION:**

     I recommend rejecting all bids for the following reasons:

NOTE: I understand that this document is public information and that the reasons listed above may be disclosed to the City Council, Bidder, the Press, and/or any other interested parties.

600822000287207-0

Account Number  
\$100,000

Budget Amount

Steve Aldridge

Department Director or Designate  
Central Building Services

Department Name  
3.8.17

Date

## Packet Information

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**File #:** BILL NO. 17-86, **Version:** 1

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AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MO FOR THE SUPPORT OF THE MCC-LONGVIEW CAMPUS FLIGHTS OF FANCY MEGA KITE FESTIVAL AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MO FOR THE SUPPORT OF THE MCC-LONGVIEW FLIGHTS OF FANCY MEGA KITE FESTIVAL AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

- Lee's Summit Arts Council is a City board which exists for the purpose of supporting and collaborating with Lee's Summit arts organizations, artists, art creators and independent art programs to increase the public's awareness, opportunities, and participation in the arts
- The City of Lee's Summit has determined that it is in the best interests of the City, and important to the promotion of cultural arts in the enhancement of quality of life and other activities in the City to allocate funds for use by the Lee's Summit Arts Council in furthering its purpose.
- The Lee's Summit Arts Council uses a portion of those allocated funds for the purpose of issuing grants to initiatives that support cultural arts in the community.
- The Lee's Summit Arts Council wishes to provide a grant in the amount of \$500.00 to the Junior College District of Kansas City, MO to support the MCC-Longview Flights of Fancy Mega Kite Festival.

Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance approving and authorizing the execution of a Public Service Agreement by and between the City of Lee's Summit, Missouri and the Junior College District of Metropolitan Kansas City, MO for the support of the MCC-Longview Flights of Fancy Mega Kite Festival.

Proposed City Council Motion:

FIRST MOTION: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MO FOR THE SUPPORT OF THE MCC-LONGVIEW FLIGHTS OF FANCY MEGA KITE FESTIVAL. I MOVE FOR SECOND READING.

SECOND MOTION: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND

THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MO FOR THE SUPPORT OF THE MCC-LONGVIEW FLIGHTS OF FANCY MEGA KITE FESTIVAL. I MOVE FOR ADOPTION.

Background:

Each year, the City of Lee's Summit allocates funds for use by the Lee's Summit Arts Council for the purpose of promoting cultural arts in the community to enhance the quality of life in the City of Lee's Summit. The Lee's Summit Arts Council uses a portion of these funds to issue grants to initiatives that support and further that intended purpose.

The Junior College District of Metropolitan Kansas City, MO hosts an annual event called the Longview Flights of Fancy Mega Kite Festival which takes place each year. The Junior College District of Metropolitan Kansas City, MO has requested a grant from the Lee's Summit Arts Council to support this event.

The Lee's Summit Arts Council has determined that the MCC-Longview Flights of Fancy Mega Kite Festival meets their requirements for the issuance of grants and will assist in the promotion of cultural arts in the community and wishes to provide the grant.

The Public Service Agreement, attached to the Ordinance as Exhibit A, provides for a grant of \$500.00 to the Junior College District of Metropolitan Kansas City, MO to support its program, the MCC-Longview Flights of Fancy Mega Kite Festival.

Impact/Analysis:

[Enter text here]

Timeline:

The Lee's Summit Arts Council approved the grant request at their **[September 2015]** meeting.

Other Information/Unique Characteristics:

[Enter text here]

Presenter: **Joe Snook, Interim Administrator of Parks and Recreation**

Recommendation: Staff recommends approval of an Ordinance approving and authorizing the execution of a Public Service Agreement by and between the City of Lee's Summit, Missouri and the Junior College District of Metropolitan Kansas City, MO for the support of the MCC-Longview Flights of Fancy Mega Kite Festival.

## **BILL NO. 17-86**

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AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MO FOR THE SUPPORT OF THE MCC-LONGVIEW CAMPUS FLIGHTS OF FANCY MEGA KITE FESTIVAL AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit is a constitutional charter City, organized and existing under the laws of the State of Missouri (hereinafter "City"); and

WHEREAS, the Lee's Summit Arts Council is a City board which exists for the purpose of supporting and collaborating with Lee's Summit arts organizations, artists, art creators, and independent art programs to increase the public's awareness, opportunities, and participation in the Arts; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of cultural arts in the enhancement of quality of life and other activities in the City, to allocate funds for use by the Lee's Summit Arts Council in furthering its purpose; and

WHEREAS, the Lee's Summit Arts Council utilizes a portion of the funds allocated to it to provide grants to initiatives that support cultural arts in the community; and

WHEREAS, the City, by and through the Lee's Summit Arts Council, wishes to provide financial support in the form of a grant to the Junior College District of Metropolitan Kansas City, Missouri, for its program entitled the MCC-Longview Campus 2017 Flights of Fancy Mega Kite Festival; and,

WHEREAS, the City and the Junior College District of Metropolitan Kansas City, Missouri, wish to enter into a Public Service Agreement to outline the terms and conditions associated with the provision of the aforementioned grant funds; and,

WHEREAS, a copy of the Public Service Agreement referenced herein is attached hereto as Exhibit A.

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

SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit, Missouri by and through the Lee's Summit Arts Council and the Junior College District of Metropolitan Kansas City, Missouri for the support of the MCC-Longview Campus Flights of Fancy Mega Kite Festival, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and 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.

SECTION 3. That should any section, sentence, or clause of this ordinance be declared

**BILL NO. 17-86**

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invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council 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:

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

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN  
METROPOLITAN COMMUNITY COLLEGE FOUNDATION  
AND  
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this 4 day of April, 2017, by and between Metropolitan Community College Foundation, (hereinafter referred to as "MCC Foundation") and the City of Lee's Summit, Missouri, a Missouri constitutional charter city, by and through the Lee's Summit Arts Council (hereinafter "City").

**WITNESSETH:**

WHEREAS, MCC Foundation supports the Metro Community College mission by addressing their financial and educational needs through scholarships, education enhancement and improvement of learning facilities including support of the annual MCC-Longview Flights of Fancy Mega Kite Festival.

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of cultural arts and to enhance the quality of life and activities in the City, to allocate funds budgeted for the Lee's Summit Arts Council as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits from the services set forth herein, MCC Foundation and the City agree as follows:

**I. SCOPE OF SERVICES**

MCC Foundation will provide the following services (the "Services"):  
MCC-Longview Flights of Fancy Mega Kite Festival on April, 15, 2017.

**II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be from the date and year first above written to June 30, 2017.

**III. COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate MCC Foundation for Services in the amount of \$500.00.

**IV. SUBCONTRACTS**

MCC Foundation and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

**V. NON-DISCRIMINATION PROVISIONS**

MCC Foundation and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. MCC Foundation will take affirmative action to ensure that applicants are employed in good faith MCC Foundation and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**VI. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

**VII. INTEREST OF LOCAL PUBLIC OFFICE / POLITICAL ACTIVITY**

No member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

MCC Foundation shall refrain from direct participation and/or funding of any political activity that does not support the purpose of this Agreement. Should MCC Foundation participate in political activity, the City Council will determine whether such participation is a violation of this section.

**VIII. INDEPENDENT CONTRACTOR**

MCC Foundation is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

**IX. CANCELLATION, TERMINATION OR SUSPENSION**

- A. This Agreement may be terminated at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that MCC Foundation is in default or violation of the terms, conditions, assurances, or certifications of this Agreement. Non appropriation of funds by the City Council of the City shall not be considered a violation or default of this Agreement.

**X. NOTICE**

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager  
City of Lee's Summit  
220 S.E. Green Street  
P.O. Box 1600  
Lee's Summit, Missouri 64063

Notice to MCC Foundation shall be addressed to:

Metropolitan Community College Foundation  
500 SW Longview Road  
Lee's Summit, MO 64081

**XI. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and MCC Foundation mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

**XII. SEVERABILITY**

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

**XIII. ENTIRE AGREEMENT**

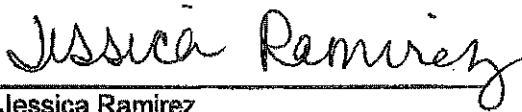
This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are not of further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

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

**METROPOLITAN COMMUNITY COLLEGE  
FOUNDATION**

\_\_\_\_\_  
Stephen Arbo  
City Manager

  
\_\_\_\_\_  
Jessica Ramirez  
Associate Vice Chancellor of Advancement

Approved as to Form:

\_\_\_\_\_  
Jackie McCormick Heanue, Assistant City Attorney

## Packet Information

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**File #:** BILL NO. 17-87, **Version:** 1

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AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF THE LONGVIEW RECREATION CENTER'S AQUATICS FACILITY FOR LIFEGUARD TRAINING AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Issue/Request:

Key Issues:

- Lee's Summit Parks and Recreation (LSPR) begins lifeguard training each spring in preparation for the upcoming summer pool season.
- LSPR has historically partnered with Longview Community College for use of their indoor aquatics facility for lifeguard training.
- Facility rental rates are \$25.00 per hour, with an additional \$1.00 per hour charge for each trainee over twenty (20) with a total not to exceed amount of \$1,725.00 for the term of the agreement.
- Trainings are scheduled to take place in April and May, 2017.
- Because the City and the Junior College District of Metropolitan Kansas City, Missouri, of which Longview Community College is a part, are both political subdivisions of the State of Missouri, any and all agreements between the parties, including facility use agreements, are considered intergovernmental agreements which require approval by the City Council in order for the Mayor to execute.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF THE LONGVIEW RECREATION CENTER'S AQUATICS FACILITY FOR LIFEGUARD TRAINING AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Joe Snook, Interim Administrator of Parks and Recreation

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

## **BILL NO. 17-87**

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AN ORDINANCE APPROVING A FACILITY USE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI (A/K/A METROPOLITAN COMMUNITY COLLEGE) FOR THE USE OF THE LONGVIEW RECREATION CENTER'S AQUATICS FACILITY FOR LIFEGUARD TRAINING AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

WHEREAS, the City of Lee's Summit is a constitutional charter City, organized and existing under the laws of the State of Missouri (hereinafter "City"); and,

WHEREAS, the Junior College District of Metropolitan Kansas City, Missouri (a/k/a Metropolitan Community College) is a governmental entity organized and existing under the laws of the State of Missouri (hereinafter "Longview"); and,

WHEREAS, the Lee's Summit Parks and Recreation Department (hereinafter "LSPR") regularly partners with Longview with regard to facility use and other programming; and,

WHEREAS, LSPR has upcoming lifeguard training classes and desires to hold said classes at the Longview Recreation Center's aquatic facility; and,

WHEREAS, Longview has agreed to the schedule for training and has provided terms and conditions to City with respect to LSPR's use of the facility, to which City consents; and,

WHEREAS, the parties have negotiated the terms and conditions of said use and have memorialized the same in the Facility Use Agreement, attached hereto as Exhibit A and incorporated herein as though fully set forth, and the parties desire to execute this Agreement in order to formalize the same.

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

SECTION 1. That the Facility Use Agreement by and between the City of Lee's Summit, Missouri and the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College for LSPR's use of the Longview Recreation Center Aquatics Facility for the purpose of conducting lifeguard training in Spring 2017, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and 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.

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

**BILL NO. 17-87**

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PASSED by the City Council 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:

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

## **FACILITY USE AGREEMENT**

This Facility Use Agreement (Agreement) is made by and between the Junior College District of Metropolitan Kansas City, Missouri aka Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, whose principal office is located at 3200 Broadway, Kansas City, Missouri 64111, and City of Lee's Summit, Missouri on behalf of its Parks & Recreation (Lessee), whose principal office is located at 901 Blue Stem Drive, Lee's Summit, MO 64086.

For good and valuable consideration as described herein, the parties hereto agree as follows:

### **1. Use and Condition of Premises and Equipment**

**1.1. Use and Condition of Premises.** MCC agrees to grant to Lessee the use of swimming pool, pool deck space, classroom space, and locker rooms, but not use of the lockers, in the Recreation Center, at MCC-Longview, located at 500 SW Longview Road, Lee's Summit, MO, 64081-2105 (Premises), for the express purpose of lifeguard training (Event). Use of the pool is limited to the use of 1-2 lanes of the Premises pool. Lessee shall not use the Premises for any other purpose nor shall it use any other part of the Premises other than as stated hereunder. Lessee accepts the Premises in present condition and agrees to keep and maintain the same in as good condition as at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this Agreement will deliver the same without notice to MCC in as good condition as when it received the same, ordinary wear and tear excepted. MCC shall not permit alcoholic drinks to be sold or provided on the Premises under any circumstances.

**1.2. Use and Condition of Equipment.** MCC agrees to grant to Lessee the use of the equipment as standard to the Premises, and additional equipment that may be mutually agreed upon by the parties as described herein. Lessee understands and agrees that during the term of this Agreement, it shall be solely responsible for all equipment used or present in the Premises. Any equipment or services requested upon arrival may be invoiced after the conclusion of the Event.

**2. MCC Responsibilities.** MCC shall provide staffing for the Recreation Center so that Lessee may have access to the facility for training and testing purposes. The foregoing notwithstanding, MCC shall not provide lifeguards or staff to supervise participants within the pool deck area.

### **3. Lessee's Responsibilities.**

**3.1.** Lessee accepts full and total responsibility for supervision and safety of Participants including in the locker room. Use of the locker room is available only if adult supervision is provided by Lessee. Lessee will ensure adequate and reasonable adult supervision is provided, and the level of supervision is within Lessee's sole discretion. Lessee accepts all responsibility for supervision and safety of Participants.

**3.2.** Lessee will ensure that Participants do not enter locations not covered by this Agreement.

**3.3.** Lessee shall cleanup the Premises at the end of the Event to include without limitation the removal of trash.

**4. Termination.** If the Premises shall be destroyed or so damaged by fire or other unavoidable casualty whereby the use of the Premises is impracticable, this Agreement shall automatically terminate and fees are payable only for actual use and/or supplies or services purchased prior to such casualty. Otherwise, the parties shall have no liability related to such termination.

**5. Schedule.** MCC shall grant Lessee use of the Premises on the dates and times, excluding inclement weather closings, as detailed on "Exhibit A – Facility Use Schedule", attached hereto and incorporated herein.

**6. Minors.** Each party acknowledges that if the Event activities involve minors. Each party agrees to inform the other party if they have any knowledge of any injuries, or suspected abuse, or neglect of any minor Participant. Lessee will bear responsibility for reporting the same to the appropriate authorities, advise MCC that such a report was made, and provide verification of the same.

**7. Fees.** For and in consideration of the Use of the Premises and Equipment, Lessee shall pay MCC based on a daily rate of \$25 per hour for up to (20) participants with an additional \$1 per person per hour for more than (20) participants, upon receipt of MCC's monthly invoice. Lessee shall pay MCC a not-to-exceed total of \$1725 for the term of this Agreement. Lessee shall remit payment to MCC within (20) days of receipt of MCC's invoice. Payments shall be sent to MCC in the care of Viki Clark, at MCC-Longview address listed in §1.1, herein. If an invoice payment has not been received within (30) days from the date of such invoice, MCC reserves the right to suspend Lessee's use of the Premises until such time as MCC receives payment.

**8. Liability Requirements.**

**8.1. Insurance.** Lessee agrees to maintain the following insurance throughout the term of this Agreement: a) workers' compensation and employer's liability for its employees in amounts as required by Missouri law; b) automobile insurance, to include uninsured and underinsured motorists, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and c) general liability in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall include students, participants, volunteers, property damage, and contractually assumed liability and name MCC as an additional insured. Upon the execution of this Agreement, Lessee agrees to provide MCC proof of insurance which shall include the stipulations hereunder and state that such coverage will not be cancelled without thirty (30) days written notice. Failure to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein.

**8.2. Indemnification.** To the extent permitted by law, Lessee shall indemnify, defend, and hold harmless MCC, its trustees, officers, employees, agents, and representatives against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including reasonable attorneys' fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring caused by the negligence or willful misconduct of Lessee or by its officers, directors, employees, students, volunteers, agents, or representatives during the term of this Agreement.

**8.3. No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC under applicable Missouri governmental immunities law.

**9. Notices.** All communications relating to this Agreement shall be in writing and may be hand delivered, sent by overnight courier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested to the parties at the addresses first written above. If to MCC regarding legal matters, notice shall be sent to the attention of Kathy Walter-Mack, Chief of Staff to the Chancellor.

**10. Non-Discrimination.** Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **Lessee shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

**11. Powers and Authority.** Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

**12. No Agency.** Nothing in this Agreement shall create an agency, partnership, or joint venture between MCC and Lessee.

**13. Tobacco-Free Policy.** Lessee agrees to strictly abide by MCC's tobacco-free policy, meaning all types of smoking and smokeless tobacco products are prohibited. At all times, MCC shall have the right to enforce such policy pursuant to the terms of this Agreement and under law.

**14. Compliance with Laws.** During the performance of its obligations under this Agreement, Lessee agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws, as well as the policies and procedures of MCC.

**15. Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri.

**16. Severability.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**17. Waiver.** Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.

**18. Remedies.** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

**19. Successors and Assignments.** This Agreement shall not be assigned by either party without the prior written consent of the other party 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 this Agreement.

**20. Force Majeure.** Neither party shall be liable for damages or have the right to terminate the Agreement for any delay or default in performance if the delay or default is due to conditions or circumstances beyond its control; such conditions include, but are not limited to, acts of God, acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages, or any other cause beyond the reasonable control of the party obligated to perform and which cannot be overcome by reasonable diligence and without unusual expense.

**21. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

**22. Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Lessee as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

**Junior College District of Metropolitan  
Kansas City, Missouri**

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

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

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

Name: Shelley Kneuvean

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

Title: Vice-Chancellor  
Financial and Administrative Services

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

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

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

### **Exhibit A – Facility Use Schedule**

#### **LEE'S SUMMIT PARKS & RECREATION – LIFEGUARD TRAINING**

With the exceptions of inclement weather the Facility Use Schedule is as follows:

Tuesdays, April 11, 18, 25, May 2, 9, 16, 2017

Classroom and pool use: 5pm-9pm

Thursdays, April 13, 20, 27, May 4, 11, 18, 2017

Classroom and pool use: 5pm-9pm

Friday, April 7, 2017

Classroom and pool use: 5pm-8pm

Saturday, April 8, 2017:

Classroom use: 8am – 6pm / Pool use: 10:30am – 6pm

Sunday, April 9, 2017:

Classroom and pool use: 10am-6pm

Fee will be charge at \$25 per hour for up to 20 participants, and an additional \$1 per hour for each participant exceeding the 20 participant base charge. Fee may be paid at the time the class attendance is finalized, no later than May 31, 2017.

## Packet Information

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**File #:** BILL NO. 17-88, **Version:** 1

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AN ORDINANCE CANVASSING AND DECLARING THE RESULTS OF THE APRIL 4, 2017, REGULAR MUNICIPAL ELECTION FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Certified results were received on April 10th from Cass County for the April 4, 2017, Municipal Election. The certified results from Jackson County will be available by 2:00 p.m. on April 13th, prior to the Council meeting that evening. Attached is a bill containing the tentative results. If there are any changes in the numbers once the Jackson County certification is received, a substitute bill will be presented to the Council prior to meeting.

The 12 proposed Charter amendments, the recall of Councilmember Moreno, and the continuation of a capital improvement sales tax of one-half of one percent (1/2 of 1%) until March 31, 2033, all received the required simple majority vote, as set out in the attached bill.

Recommendation: Staff recommends approval of the proposed ordinance.

## **BILL NO. 17-88**

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AN ORDINANCE CANVASSING AND DECLARING THE RESULTS OF THE APRIL 4, 2017, REGULAR MUNICIPAL ELECTION FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, a special election was held in the City of Lee's Summit, Missouri, on April 4, 2017; and,

WHEREAS, the official return of the election has been received from the Jackson County Board of Election Commissioners, certified by such board; and,

WHEREAS, the official return of the election has been received from the Election Authority of Cass County, certified by such authority; and,

WHEREAS, the Council of the City of Lee's Summit, Missouri wishes to canvass and declare the results and effect of the election described above as provided by section 9.3 of the Charter of the City of Lee's Summit, Missouri.

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

SECTION 1. That the election conducted in the City of Lee's Summit, Missouri on April 4, 2017 is found to have been held in all respects as required by the Constitution and the law of the State of Missouri and the Charter of the City of Lee's Summit, Missouri at designated voting places; that duly qualified electors of the City of Lee's Summit and no others were permitted to vote and that the official return of the election, as submitted by the Jackson County Board of Election Commissioners attached hereto as Exhibit "A" and Election Authority of Cass County attached hereto as Exhibit "B" is as follows:

### **QUESTION NO. 1**

Shall the preamble of the City Charter for the City of Lee's Summit, Missouri, be amended to read as follows:

"We, the People of Lee's Summit, Missouri, in order to secure the benefits and advantages of constitutional home rule under the Missouri Constitution do affirm our commitment to self-governance and aspire to create an economically vital community committed to equal opportunity, citizen participation, diversity and to promote a high quality of life where families and businesses thrive and hereby establish this Charter for the better government of our city"?

YES 6,465

NO 2,105

### **QUESTION NO. 2**

Shall the Charter of the City of Lee's Summit, Article III., City Council., be amended in various sections to: clarify the term "qualified voter", to require that a member of the City Council remain a qualified voter of his or her district during his or her term of office, to provide that the Mayor of the City shall appoint the Mayor Pro Tempore instead of the City Council, prohibit a Councilmember from holding any other elected public office or incompatible public office, clarify

## **BILL NO. 17-88**

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the qualifications for appointment to the City Council in the event of a vacancy, require seven days to lapse between introduction and final passage of any ordinance, require copies of proposed ordinances to be made available in the City Clerk's office and the City web site, clarify the procedure for approval of an emergency ordinance and limiting the use of the emergency ordinance procedure to certain types of ordinances?

YES 6,039

NO 2,481

### **QUESTION NO. 3**

Shall the Charter of the City of Lee's Summit be amended to include a new Section 3.15., Charter Violation and Ethics Code., requiring the adoption of an ethics code by the City Council, and allowing sanctions to be imposed upon a City Councilmember only upon a 2/3rds vote of the entire Council including the Mayor?

YES 6,067

NO 2,461

### **QUESTION NO. 4**

Shall the Charter of the City of Lee's Summit, Article IV., Mayor., be amended in multiple sections to: require the Mayor to vote on all ordinances, remove the Mayor's power to veto ordinances and resolutions, set a time when the Mayor shall appoint members to certain boards and commissions, prohibit the Mayor from holding any other elected public office or incompatible public office, provide for discipline by the City Council in the event he or she is found to have violated certain provisions of the Charter; and, to further amend Article III., City Council., Sections 3.4 and 3.13 to remove references to veto and Mayoral tie-breaking to be consistent with Article IV., Mayor?

YES 4,548

NO 3,869

### **QUESTION NO. 5**

Shall the Charter of the City of Lee's Summit, Section 6.2., Personnel System., be amended to require all appointments and promotions of City Employees and Officers be made solely on the basis of merit and further clarifying that any personnel code shall authorize the City Manager to promulgate certain personnel rules?

YES 5,842

NO 2,552

## **BILL NO. 17-88**

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### **QUESTION NO. 6**

Shall the Charter of the City of Lee's Summit, Section 7.3., Court Administration., be amended to enact a new provision requiring the Court Administrator to discharge his or her duties under the direction and control of the City Manager, and remove a provision that authorizes the Municipal Judges to suspend, remove and evaluate the performance of the Court Administrator?

YES 4,203  
NO 4,081

### **QUESTION NO. 7**

Shall the Charter of the City of Lee's Summit, Section 9.3., Determination of Election Results., be amended to require canvassing of election returns at the next regularly scheduled meeting of the City Council following receipt of the certification of election returns?

YES 4,972  
NO 3,275

### **QUESTION NO. 8**

Shall the Charter of the City of Lee's Summit, Article X., Initiative, Referendum and Recall., be amended in multiple sections to clarify the initiative, referendum and recall processes and specifically the authority of voters to adopt or reject a proposed ordinance through an initiative procedure, clarify the authority of voters to adopt or reject certain ordinances approved by the City Council through the referendum process, provide additional operational guidance for a petitioners committee, specify the content of a petition, specify the qualifications to be a petition circulator, provide certain time limits, and specify when the City Council must act following receipt and certification of a sufficient petition?

YES 5,765  
NO 2,527

### **QUESTION NO. 9**

Shall the Charter of the City of Lee's Summit, Article XI., Financial Procedures., be amended in multiple sections to require that the budget of the City provide a complete financial plan for all City funds and activities and to allow that the city may utilize newspapers of general circulation in the City or other means provided by law to provide certain public notices related to the budget and summary of receipts and expenditures?

YES 6,884  
NO 1,603

## **BILL NO. 17-88**

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### **QUESTION NO. 10**

Shall the Charter of the City of Lee's Summit, Article XII., Franchises., be amended in multiple sections to allow for use of the right-of-way consistent with applicable state and federal law?

YES 5,713  
NO 2,559

### **QUESTION NO. 11**

Shall the Charter of the City of Lee's Summit, Section 14.7, Charter Amendment., be amended to clarify when an election related to charter amendments proposed by the City Council, Charter Review Commission, or a citizen petition be submitted to the voters?

YES 6,400  
NO 1,923

### **QUESTION NO. 12**

Shall the Charter of the City of Lee's Summit be amended by deleting Articles XV., Transitional Provisions., XVI., Schedule., and XVII., Transitional Provisions for Charter Amendments Approved by the Voters on November 6, 2007, in their entirety and by amending Sections 3.2(c), 4.2(b) and 7.2(a) to clarify certain language and to remove references to Article XVI?

YES 4,360  
NO 3,524

### **QUESTION NO. 13**

Shall District 4 Councilmember Christopher Moreno be recalled?

YES 1,634  
NO 956

### **TAX RENEWAL QUESTION "A"**

Shall the municipality of Lee's Summit, Missouri continue to impose a capital improvement sales tax of one-half of one percent (1/2 of 1%) until March 31, 2033, for the purpose of funding capital improvements which may include the design, construction, repair and maintenance of streets, roads, bridges, and additional projects related to stormwater, transportation and transportation-related improvements and the acquisition of necessary rights-of-way and other property interests and which may include the retirement of debt under previously authorized bonded indebtedness, beginning April 1, 2018?"

YES 6,638  
NO 2,066

## **BILL NO. 17-88**

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SECTION 2. That it is accordingly found and declared that the necessary majority having voted in favor of Question 1 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 3. That it is accordingly found and declared that the necessary majority having voted in favor of Question 2 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 4. That it is accordingly found and declared that the necessary majority having voted in favor of Question 3 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 5. That it is accordingly found and declared that the necessary majority having voted in favor of Question 4 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 6. That it is accordingly found and declared that the necessary majority having voted in favor of Question 5 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 7. That it is accordingly found and declared that the necessary majority having voted in favor of Question 6 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 8. That it is accordingly found and declared that the necessary majority having voted in favor of Question 7 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 9. That it is accordingly found and declared that the necessary majority having voted in favor of Question 8 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 10. That it is accordingly found and declared that the necessary majority having voted in favor of Question 9 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 11. That it is accordingly found and declared that the necessary majority having voted in favor of Question 10 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

## **BILL NO. 17-88**

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SECTION 12. That it is accordingly found and declared that the necessary majority having voted in favor of Question 11 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 13. That it is accordingly found and declared that the necessary majority having voted in favor of Question 12 that the same be and hereby is approved and shall be effective as described in Ordinance 8049 approved by the Council of the City of Lee's Summit on December 15, 2016.

SECTION 14. That it is accordingly found and declared that the necessary majority required by the Charter of the City of Lee's Summit, Missouri having voted in favor of Question 13 that Christopher Moreno shall be recalled and that as provided by section 10.7(c) of the Charter of the City of Lee's Summit, Missouri a vacancy shall hereafter exist in the office until such time as it shall be filled by the City Council as provided by section 3.7 of the Charter of the City of Lee's Summit, Missouri.

SECTION 15. That it is accordingly found and declared that the necessary majority having voted in favor of TAX RENEWAL QUESTION "A" that the same be and hereby is approved and shall be effective as described in Ordinance 8070 approved by the Council of the City of Lee's Summit on January 12, 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*

AN ORDINANCE CALLING AN ELECTION FOR APRIL 4, 2017, IN THE CITY OF LEE'S SUMMIT, MISSOURI, A CONSTITUTIONAL CHARTER CITY, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY QUESTIONS OF AMENDING THE CHARTER FOR THE CITY OF LEE'S SUMMIT AND AUTHORIZING THE ELECTION AUTHORITIES OF JACKSON AND CASS COUNTIES TO CONDUCT SAID ELECTION; PRESCRIBING THE FORM OF QUESTION TO BE USED AND PROVIDING THAT NOTICE OF SAID ELECTION BE GIVEN AND SAID ELECTION BE HELD IN ACCORDANCE WITH ALL APPLICABLE MISSOURI LAW.

WHEREAS, on April 2, 1996, the citizens of Lee's Summit, Missouri, voted to enact a City Charter for the governance of the City, which became effective on the first meeting after certification of the election results; and,

WHEREAS, Article XIV of the City Charter, §14.8 provides that from time to time, but no less often than every ten years, the Council shall provide for a Charter Review Commission to review the City Charter and to recommend to the voters of the city proposed amendments, if any, to the Charter, and that the Charter Review Commission shall, within twelve months of its first meeting, report to the voters as many amendments to the Charter as it deems advisable; and,

WHEREAS, the City Council appointed the City of Lee's Summit's First Charter Review Commission on July 6, 2006 by Resolution No. 06-13 and certain amendments to the Charter were authorized by the voters of the City; and,

WHEREAS, the City Council appointed the City of Lee's Summit 2016 Charter Review Commission on December 17, 2015 by Resolution No. 15-18

WHEREAS, the duly appointed Charter Review Commission held its first meeting on January 11, 2016, and after meeting regularly thereafter gathering information, holding public hearings, hearing testimony, debating issues and thoughtful deliberation, delivered its report to the voters with proposed amendments within twelve months of its first meeting; and,

WHEREAS, Article XIV of the City Charter, §14.7 provides that the Council shall at once provide by ordinance that any amendment so proposed shall be submitted to the electors at the next election held in the city not less than sixty days after passage of the ordinance; and,

WHEREAS, the next election to be held in the city, which is not less than 60 days after the Charter Review Commission delivered its report to the voters, will occur on April 4, 2017; and,

WHEREAS, the Council of the City of Lee's Summit wishes to submit the questions referred by the Charter Review Commission to the voters of the City.

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

SECTION 1. That an election shall be held on April 4, 2017, placing before the voters within the City of Lee's Summit the following questions in the following order:

QUESTION NO. 1

Shall the preamble of the City Charter for the City of Lee's Summit, Missouri, be amended to read as follows:

"We, the People of Lee's Summit, Missouri, in order to secure the benefits and advantages of constitutional home rule under the Missouri Constitution do affirm our commitment to self-governance and aspire to create an economically vital community committed to equal opportunity, citizen participation, diversity and to promote a high quality of life where families and businesses thrive and hereby establish this Charter for the better government of our city"?

QUESTION NO. 2

Shall the Charter of the City of Lee's Summit, Article III., City Council., be amended in various sections to: clarify the term "qualified voter", to require that a member of the City Council remain a qualified voter of his or her district during his or her term of office, to provide that the Mayor of the City shall appoint the Mayor Pro Tempore instead of the City Council, prohibit a Councilmember from holding any other elected public office or incompatible public office, clarify the qualifications for appointment to the City Council in the event of a vacancy, require seven days to lapse between introduction and final passage of any ordinance, require copies of proposed ordinances to be made available in the City Clerk's office and the City website, clarify the procedure for approval of an emergency ordinance and limiting the use of the emergency ordinance procedure to certain types of ordinances?

QUESTION NO. 3

Shall the Charter of the City of Lee's Summit be amended to include a new Section 3.15., Charter Violation and Ethics Code., requiring the adoption of an ethics code by the City Council, and allowing sanctions to be imposed upon a City Councilmember only upon a 2/3rds vote of the entire Council including the Mayor?

QUESTION NO. 4

Shall the Charter of the City of Lee's Summit, Article IV., Mayor., be amended in multiple sections to: require the Mayor to vote on all ordinances, remove the Mayor's power to veto ordinances and resolutions, set a time when the Mayor shall appoint members to certain boards and commissions, prohibit the Mayor from holding any other elected public office or incompatible public office, provide for discipline by the City Council in the event he or she is found to have violated certain provisions of the Charter; and, to further amend Article III., City

Council., Sections 3.4 and 3.13 to remove references to veto and Mayoral tie-breaking to be consistent with Article IV., Mayor?

QUESTION NO. 5

Shall the Charter of the City of Lee's Summit, Section 6.2., Personnel System., be amended to require all appointments and promotions of City Employees and Officers be made solely on the basis of merit and further clarifying that any personnel code shall authorize the City Manager to promulgate certain personnel rules?

QUESTION NO. 6

Shall the Charter of the City of Lee's Summit, Section 7.3., Court Administration., be amended to enact a new provision requiring the Court Administrator to discharge his or her duties under the direction and control of the City Manager, and remove a provision that authorizes the Municipal Judges to suspend, remove and evaluate the performance of the Court Administrator?

QUESTION NO. 7

Shall the Charter of the City of Lee's Summit, Section 9.3., Determination of Election Results., be amended to require canvassing of election returns at the next regularly scheduled meeting of the City Council following receipt of the certification of election returns?

QUESTION NO. 8

Shall the Charter of the City of Lee's Summit, Article X., Initiative, Referendum and Recall., be amended in multiple sections to clarify the initiative, referendum and recall processes and specifically the authority of voters to adopt or reject a proposed ordinance through an initiative procedure, clarify the authority of voters to adopt or reject certain ordinances approved by the City Council through the referendum process, provide additional operational guidance for a petitioners committee, specify the content of a petition, specify the qualifications to be a petition circulator, provide certain time limits, and specify when the City Council must act following receipt and certification of a sufficient petition?

QUESTION NO. 9

Shall the Charter of the City of Lee's Summit, Article XI., Financial Procedures., be amended in multiple sections to require that the budget of the City provide a complete financial plan for all City funds and activities and to allow that the City may utilize newspapers of general circulation

in the city or other means provided by law to provide certain public notices related to the budget and summary of receipts and expenditures?

**QUESTION NO. 10**

Shall the Charter of the City of Lee's Summit, Article XII., Franchises., be amended in multiple sections to allow for use of the right-of-way consistent with applicable state and federal law?

**QUESTION NO. 11**

Shall the Charter of the City of Lee's Summit, Section 14.7, Charter Amendment., be amended to clarify when an election related to charter amendments proposed by the City Council, Charter Review Commission, or a citizen petition be submitted to the voters?

**QUESTION NO. 12**

Shall the Charter of the City of Lee's Summit be amended by deleting Articles XV., Transitional Provisions., XVI., Schedule., and XVII., Transitional Provisions for Charter Amendments Approved by the Voters on November 6, 2007, in their entirety and by amending Sections 3.2(c), 4.2(b) and 7.2(a) to clarify certain language and to remove references to Article XVI?

SECTION 2. That the form of Notice of Election showing said questions, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 3. That at said election the qualified registered voters of the city shall vote at the polling places within the city, as designated by the Board of Election Commissioners of Jackson County, Missouri, and the Clerk of Cass County, Missouri.

SECTION 4. That the judges and clerks at said election shall be designated by the Board of Election Commissioners of Jackson County, Missouri, and the Clerk of Cass County, Missouri.

SECTION 5. That the City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Jackson County, Missouri, and the County Clerk of Cass County, Missouri, of the passage of this Ordinance no later than 5:00 P.M. on Tuesday, January 24, 2017, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo, as amended.

SECTION 6. That a full and complete copy of the proposed amendments to the Charter of the City of Lee's Summit, Missouri is attached hereto and incorporated herein by reference, and a copy of same shall be maintained on file in the office of the City Clerk of the City of Lee's Summit, Missouri where the same shall be open for inspection and copying.

SECTION 7. That amendments to the Charter of the City of Lee's Summit, Missouri approved by the voters of the City at the April 4, 2017 election, shall become effective at the first meeting of the City Council after certification of the election results except as provided herein below.

SECTION 8. That any and all amendments to Article IV of the Charter of the City of Lee's Summit, Missouri if approved by the voters of the City at the April 4, 2017 election, shall not become effective during the current term of the Mayor in office as of the date of this Ordinance.

SECTION 9. That the amendments to section 3.13. Legislative Proceedings., of the Charter of the City of Lee's Summit, Missouri if approved by the voters of the City at the April 4, 2017 election shall become effective on July 1, 2017.

SECTION 10. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 15<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

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

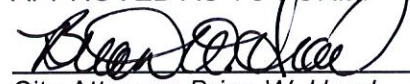
APPROVED by the Mayor of said city this 19<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Mayor Randall L. Rhoads

ATTEST:

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

APPROVED AS TO FORM:

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

TUESDAY, APRIL 4, 2017

NOTICE OF ELECTION

CITY OF LEE'S SUMMIT, MISSOURI

Notice is hereby given to the qualified voters of the City of Lee's Summit, Missouri, that the City Council of the city has called an election to be held in the city on Tuesday, April 17, 2017, commencing at 6:00 a.m. and closing at 7:00 p.m., on the questions contained in the following sample ballot:

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OFFICIAL BALLOT  
ELECTION  
CITY OF LEE'S SUMMIT, MISSOURI  
TUESDAY, April 4, 2017

QUESTION NO. 1

Shall the preamble of the City Charter for the City of Lee's Summit, Missouri, be amended to read as follows:

"We, the People of Lee's Summit, Missouri, in order to secure the benefits and advantages of constitutional home rule under the Missouri Constitution do affirm our commitment to self-governance and aspire to create an economically vital community committed to equal opportunity, citizen participation, diversity and to promote a high quality of life where families and businesses thrive and hereby establish this Charter for the better government of our city"?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

QUESTION NO. 2

Shall the Charter of the City of Lee's Summit, Article III., City Council., be amended in various sections to: clarify the term "qualified voter", to require that a member of the City Council remain a qualified voter of his or her district during his or her term of office, to provide that the Mayor of the City shall appoint the Mayor Pro Tempore instead of the City Council, prohibit a Councilmember from holding any other elected public office or incompatible public office, clarify the qualifications for appointment to the City Council in the event of a vacancy, require seven days to lapse between introduction and final passage of any ordinance, require copies of proposed ordinances to be made available in the City Clerk's office and the City web site, clarify the procedure for approval of an emergency ordinance and limiting the use of the emergency ordinance procedure to certain types of ordinances?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

#### QUESTION NO. 3

Shall the Charter of the City of Lee's Summit be amended to include a new Section 3.15., Charter Violation and Ethics Code., requiring the adoption of an ethics code by the City Council, and allowing sanctions to be imposed upon a City Councilmember only upon a 2/3rds vote of the entire Council including the Mayor?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

#### QUESTION NO. 4

Shall the Charter of the City of Lee's Summit, Article IV., Mayor., be amended in multiple sections to: require the Mayor to vote on all ordinances, remove the Mayor's power to veto ordinances and resolutions, set a time when the Mayor shall appoint members to certain boards and commissions, prohibit the Mayor from holding any other elected public office or incompatible public office, provide for discipline by the City Council in the event he or she is found to have violated certain provisions of the Charter; and, to further amend Article III., City Council., Sections 3.4 and 3.13 to remove references to veto and Mayoral tie-breaking to be consistent with Article IV., Mayor?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

#### QUESTION NO. 5

Shall the Charter of the City of Lee's Summit, Section 6.2., Personnel System., be amended to require all appointments and promotions of City Employees and Officers be made solely on the basis of merit and further clarifying that any personnel code shall authorize the City Manager to promulgate certain personnel rules?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

QUESTION NO. 6

Shall the Charter of the City of Lee's Summit, Section 7.3., Court Administration., be amended to enact a new provision requiring the Court Administrator to discharge his or her duties under the direction and control of the City Manager, and remove a provision that authorizes the Municipal Judges to suspend, remove and evaluate the performance of the Court Administrator?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

QUESTION NO. 7

Shall the Charter of the City of Lee's Summit, Section 9.3., Determination of Election Results., be amended to require canvassing of election returns at the next regularly scheduled meeting of the City Council following receipt of the certification of election returns?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

QUESTION NO. 8

Shall the Charter of the City of Lee's Summit, Article X., Initiative, Referendum and Recall., be amended in multiple sections to clarify the initiative, referendum and recall processes and specifically the authority of voters to adopt or reject a proposed ordinance through an initiative procedure, clarify the authority of voters to adopt or reject certain ordinances approved by the City Council through the referendum process, provide additional operational guidance for a petitioners committee, specify the content of a petition, specify the qualifications to be a petition circulator, provide certain time limits, and specify when the City Council must act following receipt and certification of a sufficient petition?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

QUESTION NO. 9

Shall the Charter of the City of Lee's Summit, Article XI., Financial Procedures., be amended in multiple sections to require that the budget of the City provide a complete financial plan for all City funds and activities and to allow that the city may utilize newspapers of general circulation in the City or other means provided by law to provide certain public notices related to the budget and summary of receipts and expenditures?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

QUESTION NO. 10

Shall the Charter of the City of Lee's Summit, Article XII., Franchises., be amended in multiple sections to allow for use of the right-of-way consistent with applicable state and federal law?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

QUESTION NO. 11

Shall the Charter of the City of Lee's Summit, Section 14.7, Charter Amendment., be amended to clarify when an election related to charter amendments proposed by the City Council, Charter Review Commission, or a citizen petition be submitted to the voters?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

QUESTION NO. 12

Shall the Charter of the City of Lee's Summit be amended by deleting Articles XV., Transitional Provisions., XVI., Schedule., and XVII., Transitional Provisions for Charter Amendments Approved by the Voters on November 6, 2007, in their entirety and by amending Sections 3.2(c), 4.2(b) and 7.2(a) to clarify certain language and to remove references to Article XVI?

YES ☐  
NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

A full and complete copy of Ordinance No. 8049, submitting the above questions to the electorate, including a full and complete copy of the proposed amendments to the City Charter, is on file in the office of the City Clerk of the City of Lee's Summit, Missouri where the same is open for inspection and copying.

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The election will be held at the following polling places in the City:

PRECINCT	POLLING PLACE
_____	_____
_____	_____
_____	_____
_____	_____

DATED: \_\_\_\_\_, 2016.

\_\_\_\_\_  
Board of Election Commissioners of  
Jackson County, Missouri

\_\_\_\_\_  
Cass County Clerk

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Tax Renewal Question "A"**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			171
YES			134
NO			37

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017

*Michael J. Vinck*



---

Michael J. Vinck, Cass County Clerk/Election Authority

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 1**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			166
YES			134
NO			32

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017

*Michael J. Vinck*



---

Michael J. Vinck, Cass County Clerk/Election Authority

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 2**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			161
YES			117
NO			44

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



A handwritten signature in blue ink that reads "Michael J. Vinck".

---

Michael J. Vinck, Cass County Clerk/Election Authority

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 3**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			163
YES			120
NO			43

#### **Certificate of Election Results**

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



A handwritten signature in blue ink that reads "Michael J. Vinck".

---

Michael J. Vinck, Cass County Clerk/Election Authority

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 4**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			160
YES			81
NO			79

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



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Michael J. Vinck, Cass County Clerk/Election Authority



# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

#### City of Lee's Summit

#### Question No. 5

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			160
YES			122
NO			38

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



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Michael J. Vinck, Cass County Clerk/Election Authority



# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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## Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 6**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			152
YES			82
NO			70

### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



A handwritten signature in blue ink that reads "Michael J. Vinck".

Michael J. Vinck, Cass County Clerk/Election Authority

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 7**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			153
YES			103
NO			50

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



A handwritten signature in blue ink that reads "Michael J. Vinck".

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Michael J. Vinck, Cass County Clerk/Election Authority

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 8**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			152
YES			114
NO			38

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



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Michael J. Vinck, Cass County Clerk/Election Authority



# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 9**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			161
YES			136
NO			25

#### **Certificate of Election Results**

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017

*Michael J. Vinck*



---

Michael J. Vinck, Cass County Clerk/Election Authority

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 10**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			159
YES			119
NO			40

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



A handwritten signature in blue ink that reads "Michael J. Vinck".

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Michael J. Vinck, Cass County Clerk/Election Authority

# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 11**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			157
YES			127
NO			30

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



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Michael J. Vinck, Cass County Clerk/Election Authority



# Cass County

## Election Authority

102 E. Wall St. – Harrisonville, Mo 64701

Voice: 816-380-8102 Fax: 816-380-8101

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### Election Certification

The following is an Official Certificate of Election Results of the General Municipal Election held in Cass County, Missouri on April 4, 2017.

**City of Lee's Summit**

**Question No. 12**

	Poll	Absentee	Total
Number of Precincts	1	1	2
Total Votes cast			151
YES			98
NO			53

#### Certificate of Election Results

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast in City of Lee's Summit that were for and against the above listed proposition at said election as certified to me by the fully qualified and acting judges of said election.

Dated this 7<sup>th</sup> day of April 2017



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Michael J. Vinck, Cass County Clerk/Election Authority



## Packet Information

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**File #:** 2017-1117, **Version:** 1

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CONTINUED DISCUSSION OF STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEP 1

Issue/Request:

CONTINUED DISCUSSION OF STRATEGIC PLANNING FRAMEWORK AND PROCESS, STEP 1

Key Issues:

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

Police

Water Utilities

Presenter: Stephen Arbo

Recommendation: N/A

Committee Recommendation: N/A



# LEE'S SUMMIT MISSOURI

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

### Source Documents and Master Plans

#### Police Department

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

## 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.

### 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

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

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

### 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

## Education

**Vision:** Continue the environment for education ecosystem to thrive.

**Goal 1:** Collaboration of all sectors of educational institutions.

**Police Department**

- Citizen Police Academy

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

**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)

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

**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).

## 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.

Goal 2: Incorporate technology into transportation.

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

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

Goal 4: Connect recreation to economic development projects.

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

## 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.

**Police Department**

- Provide staff support to Public Safety Advisory Board

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

Goal 3: Encourage development of medical resources.

**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.

Goal 5: Aid in free and reduced lunches.

## Infrastructure

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

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

Goal 2: Maximize roadway capacity.

Goal 3: Improve storm water management system.

Goal 4: Maintain curbs and sidewalks.

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

Goal 6: Long-term planning including maintenance schedules.

## 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.

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

Goal 3: Spec buildings ready for occupancy.

## 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.

Goal 2: Complete Cultural Arts Corridor.

Goal 3: Encourage private investment.

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

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



# LEE'S SUMMIT MISSOURI

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

### Source Documents and Master Plans

#### 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.

### **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
- 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.

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

### **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.

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

### **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.

### **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.

Goal 2: Incorporate technology into transportation.

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

Goal 4: Connect recreation to economic development projects.

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

## 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.

### **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.

**Goal 3:** Encourage development of medical resources.

**Goal 4:** Assess housing for non-profits.

**Goal 5:** Aid in free and reduced lunches.

# Infrastructure

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

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

## 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.

**Goal 3:** Improve storm water management system.

**Goal 4:** Maintain curbs and sidewalks.

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

## 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.

## 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
  - 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.

### 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.

Goal 3: Spec buildings ready for occupancy.

## 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.

Goal 2: Complete Cultural Arts Corridor.

Goal 3: Encourage private investment.

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

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