



# The City of Lee's Summit

220 SE Green Street  
Lee's Summit, MO 64063

## Meeting Agenda 3

### Finance and Budget Committee

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Monday, March 5, 2018

5:30 PM

City Council Chambers  
City Hall  
220 SE Green Street  
Lee's Summit, MO 64063

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1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS

5. BUSINESS

A. Minutes from F&BC 2-5-18

B. Investment Report for the Quarter Ending December 31, 2017

C. AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO A REAL PROPERTY AND ANTENNA SUPPORT STRUCTURE SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL, LLC EXTENDING THE LEASE TERM, INCREASING THE ANNUAL RENTAL PAYMENT, AND ESTABLISHING VARIOUS NEW PROVISIONS.

D. Preview of IT Steering Committee Project Recommendations

E. AN ORDINANCE APPROVING THE SOLE SOURCE ANNUAL MAINTENANCE CONTRACT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND PARAGON TACTICAL COMPANY FOR MAINTENANCE SERVICES AND SOFTWARE LICENSING FOR THE POLICE FIRING RANGE FOR A PERIOD OF FIVE YEARS IN THE AMOUNT OF \$69,200.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 3-05-18)

F. AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE JACKSON COUNTY DRUG TASK FORCE BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITIES OF BLUE SPRINGS,

BUCKNER, GRAIN VALLEY, GRANDVIEW, GREENWOOD, INDEPENDENCE, LAKE LOTAWANA, LAKE TAPAWINGO, LONE JACK, OAK GROVE, RAYTOWN, AND SUGAR CREEK, ALL OF THE STATE OF MISSOURI; MISSOURI HIGHWAY PATROL; AND JACKSON COUNTY, MISSOURI, INCLUDING THE JACKSON COUNTY SHERIFF'S OFFICE.

- G. 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
- H. PRESENTATION OF THE JANUARY GENERAL FUND FINANCIAL DASHBOARD
- I. PRESENTATION OF THE FY2019 REVENUE FORECAST

ROUNDTABLE

Next Meeting: Monday, April 2, 2018 5:30 p.m.

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

220 SE Green Street  
Lee's Summit, MO 64063

## Packet Information

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**File #:** 2018-1908, **Version:** 1

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**The City of Lee's Summit**  
**Action Letter**  
**Finance and Budget Committee**

Monday, February 5, 2018

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. CALL TO ORDER

2. ROLL CALL

**Present:** 4 - Chairperson Rob Binney  
Vice Chair Phyllis Edson  
Councilmember Craig Faith  
Alternate Fred DeMoro

**Absent:** 1 - Councilmember Dave Mosby

3. APPROVAL OF AGENDA

**The agenda was approved.**

**Aye:** 4 - Chairperson Binney  
Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Absent:** 1 - Councilmember Mosby

4. PUBLIC COMMENTS

5. BUSINESS

A. [2018-1808](#) Approval of Minutes from January 8, 2018 and January 24, 2018 Finance & Budget Committee Meetings.

**ACTION: A motion was made by Councilmember Faith, seconded by Vice Chair Edson, that the Minutes from 1-8 and 1-24-18 be approved. The motion carried by the following vote:**

**Aye:** 4 - Chairperson Binney  
Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Absent:** 1 - Councilmember Mosby

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- B. [2018-1810](#) Presentation of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2017 by RubinBrown LLP (F&BC 2-5-18).

**Presenter:** Presenter: Kaleb Lilly, RubinBrown

**Kaleb Lilly from Rubin Brown presented the CAFR to the committee.**

- C. [TMP-0782](#) AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN AVIONICS INSTALLATIONS, INC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") TO PERFORM AVIONICS AND INSTRUMENT SALES, SERVICE AND INSTALLATION OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (BOAC 1-23-18) (F&BC 2-5-18)

**Recommendation:** Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN AVIONICS INSTALLATIONS, INC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") TO PERFORM AVIONICS AND INSTRUMENT SALES, SERVICE AND INSTALLATION OPERATIONS AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

**Presenter:** Presenter: John Ohrazda, Airport Manager

**ACTION: A motion was made by Councilmember Faith, seconded by Chairperson Binney, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/15/2018. The motion carried by the following vote:**

**Aye:** 4 - Chairperson Binney  
Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Absent:** 1 - Councilmember Mosby

- D. [2018-1792](#) PRESENTATION REGARDING THE PROPOSED HANGAR RATES FOR THE NEW REPLACEMENT HANGARS FOR THOSE CUSTOMERS IN HANGAR UNITS L, S & OPEN-T'S WHO MUST PARK THEIR AIRCRAFT OUTSIDE UNTIL NEW REPLACEMENT HANGAR UNITS ARE AVAILABLE A DISCOUNTED RATE FOR A PERIOD OF TWO YEARS BEGINNING IN FISCAL YEAR 2019. (BOAC 1-23-18) (F&BC 2-5-18)

**Recommendation:** Recommendation: Staff recommends approval of THE PROPOSED HANGAR RATES FOR THE NEW REPLACEMENT HANGARS FOR THOSE CUSTOMERS IN HANGAR UNITS L, S & OPEN-T'S WHO MUST PARK THEIR AIRCRAFT OUTSIDE UNTIL NEW REPLACEMENT HANGAR UNITS ARE AVAILABLE A DISCOUNTED RATE FOR A PERIOD OF TWO YEARS BEGINNING IN FISCAL YEAR 2019

**Presenter:** Presenter: Bob Hartnett, Deputy Director of Public Works

**ACTION: A motion was made by Councilmember Faith, seconded by Vice Chair Edson, that this Discussion Item be recommended for approval to the City Council - Regular Session, due back on 2/15/2018. The motion carried by the following vote:**

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**Aye:** 4 - Chairperson Binney  
Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Absent:** 1 - Councilmember Mosby

- E.** [TMP-0794](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO. 5 TO STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING ADDITIONAL FEDERAL FUNDS IN THE AMOUNT OF \$340.966.00 FOR LAND ACQUISITION FOR RUNWAY 18-36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (F&BC 2-5-18)

**Recommendation:** Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AMENDMENT NO. 5 TO STATE BLOCK GRANT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING ADDITIONAL FEDERAL FUNDS IN THE AMOUNT OF \$340.966.00 FOR LAND ACQUISITION FOR RUNWAY 18-36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

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

**ACTION:** A motion was made by Vice Chair Edson, seconded by Alternate DeMoro, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/15/2018. The motion carried by the following vote:

**Aye:** 4 - Chairperson Binney  
Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Absent:** 1 - Councilmember Mosby

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- F. [TMP-0795](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FIFTH SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING ADDITIONAL FUNDS IN THE AMOUNT OF \$18,942.00 FOR LAND ACQUISITION FOR RUNWAY 18-36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT. (F&BC 2-5-18)

**Recommendation:** Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FIFTH SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, GRANTING ADDITIONAL FUNDS IN THE AMOUNT OF \$18,942.00 FOR LAND ACQUISITION FOR RUNWAY 18-36 EXTENSION AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

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

**ACTION: A motion was made by Alternate DeMoro, seconded by Vice Chair Edson, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/15/2018. The motion carried by the following vote:**

**Aye:** 4 - Chairperson Binney  
Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Absent:** 1 - Councilmember Mosby

- G. [TMP-0786](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND VERIZON WIRELESS, LLC ESTABLISHING THE LEASE TERM AND ANNUAL RENTAL PAYMENT FOR TELECOMMUNICATIONS EQUIPMENT TO BE INSTALLED ON THE CITY'S WATER STORAGE TOWER LOCATED AT 801 SW HOOK ROAD. (F&BC 2-5-18)

**Recommendation:** Recommendation: Enter Recommendation Here]

**Presenter:** Presenter: Bette Wordelman

**ACTION: A motion was made by Vice Chair Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/15/2018. The motion carried by the following vote:**

**Aye:** 4 - Chairperson Binney  
Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Absent:** 1 - Councilmember Mosby

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- H. [TMP-0797](#) 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 2018-2019 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 2-5-18)

**ACTION: A motion was made by Vice Chair Edson, seconded by Alternate DeMoro, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/15/2018. The motion carried by the following vote:**

**Aye:** 4 - Chairperson Binney  
Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Absent:** 1 - Councilmember Mosby

- I. [2018-1809](#) Presentation on all Active Tax Increment Financing Districts

**Recommendation:** Recommendation: None

**Presenter:** Presenter: Conrad E. Lamb

**Conrad Lamb made this Presentation to the Committee.**

- J. [2018-1811](#) Tax Incentive Projects GASB 77 Abatement Information

**Recommendation:** Recommendation: [Enter Recommendation Here]

**Presenter:** Presenter: Conrad E. Lamb

**Conrad Lamb made this Presentation to the Committee.**

- K. [TMP-0796](#) AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED EXPENDITURES FOR THE CITY OF LEE'S SUMMIT (F&BC 2-5-18).

**Recommendation:** Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY REVISING THE AUTHORIZED EXPENDITURES FOR THE CITY OF LEE'S SUMMIT

**Presenter:** Presenter: Jack Feldman, Management Analyst

**ACTION: A motion was made by Councilmember Faith, seconded by Vice Chair Edson, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/15/2018. The motion carried by the following vote:**



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**Aye:** 4 - Chairperson Binney  
Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Absent:** 1 - Councilmember Mosby

- L. [2018-1816](#) PRESENTATION OF THE YEAR-END BUDGET PROJECTIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2018

**Recommendation:** Recommendation: N/A

**Presenter:** Presenter: Jack Feldman, Management Analyst

**Jack Feldman made this Presentation to the Committee.**

- M. [2018-1819](#) UPDATE ON PRIORITY BASED BUDGETING (F&BC 2-5-18)

**Recommendation:** Recommendation: N/A

**Presenter:** Presenter: Jack Feldman, Management Analyst

**Jack Feldman made this Presentation to the Committee. Vice Chairman Edson made a motion to direct staff to include funding for Priority Based Budgeting in the FY19 Budget. Seconded by Councilmember Faith. The motion carried by the following vote:**

**Aye:** 3 - Vice Chair Edson  
Councilmember Faith  
Alternate DeMoro

**Nay:** 1 - Chairperson Binney

**Absent:** 1 - Councilmember Mosby

- N. [2018-1822](#) Committee Discussion: Funding for wage enhancements

**After some discussion, the Committee decided this item would be discussed further at the City Council Meeting 2-8-18.**

- O. [2018-1802](#) PRESENTATION OF THE NOVEMBER GENERAL FUND FINANCIAL DASHBOARD

**Recommendation:** Recommendation: N/A

**Presenter:** Presenter: Jack Feldman, Management Analyst

**Jack Feldman made this Presentation to the Committee.**

- P. [2018-1803](#) PRESENTATION OF THE DECEMBER GENERAL FUND FINANCIAL DASHBOARD

**Recommendation:** Recommendation: N/A

**Presenter:** Presenter: Jack Feldman, Management Analyst

**Jack Feldman made this Presentation to the Committee.**

6. ROUNDTABLE

7. ADJOURNMENT

**Meeting was adjourned at 8:10 p.m.**

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## Packet Information

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**File #:** 2018-1892, **Version:** 1

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Investment Report for the Quarter Ending December 31, 2017

Issue/Request:

[Enter text here]

Key Issues:

This report is prepared to provide a summary of the status of the investment portfolio and noting transactions over the previous quarter. The report lists new purchases as well as maturities.

At December 31 the largest percentage of the portfolio was invested in US Treasuries (68%); followed by cash (19%) as tax collection is heavy the last days of December and the collections have not yet been remitted to Jackson County for distribution; followed by CD's and municipal obligations. Cash balances are invested in an overnight repurchase agreement and are collateralized.

Proposed City Council Motion:

[Enter text here]

Background:

A "Mark to Market" adjustment is required each quarter end to recognize any change in the value of the portfolio in the event that securities would need to be liquidated. Fair values are determined by our custodial bank.

At December 31 the market adjustment across all funds was an unrealized loss of \$918,230.71.

Impact/Analysis:

At December 31, 2017 the average yield on the portfolio was 1.1836%.

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Sherri Staub, Cash Management Officer

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]



# CITY OF LEE'S SUMMIT, MISSOURI

## QUARTERLY INVESTMENT PORTFOLIO REPORT

### QUARTER ENDED DECEMBER 31, 2017

#### Purpose and Goals

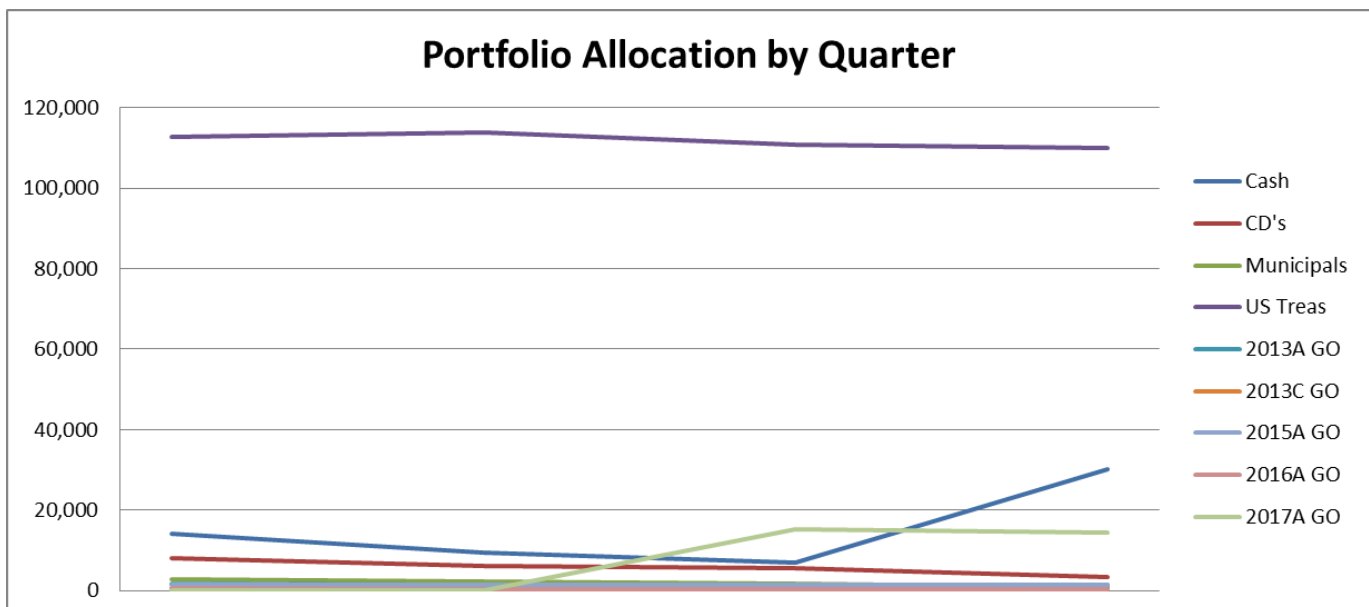
In compliance with the Investment Policy of the City of Lee's Summit, this quarterly investment portfolio report for the quarter ended December 31, 2017 is hereby submitted for your review. This report will provide you with an overview of the City's current cash and investment portfolio holdings along with a summary of all investment activity for the last fiscal quarter.

Cash and investments held by the City represent financial resources provided by its citizens to fund current operations and additionally to provide for future economic development, enhancement of services and programs, construction of major capital improvements and allow for unforeseen emergencies. Monies held for future use in meeting identifiable long-term needs are invested in authorized securities in order to provide additional earnings until such time as these funds are required to be expended. While the objective is to obtain a market rate of return, the City believes that the priority should be on the safety of principal, liquidity of its investments, and stability of earnings.

#### Current Portfolio

The City has sought to achieve a balance within the combined investment portfolio. While maintaining relatively strong liquidity, it strives to achieve earnings stability. As of December 31, 2017, the portfolio was allocated as follows: Cash (21%), Certificates of Deposit (2%), Municipal Obligations (1%) and US Treasury (76%). The following table illustrates the composition of the portfolio, in comparative dollar amounts (000) and component percentages, for the quarter ending December 31, 2017 and the previous three quarters.

Portfolio	-----Book Value in 000's-----				-----Percent of Portfolio-----			
	03/31/2017	06/30/2017	09/30/2017	12/31/2017	03/31/2017	06/30/2017	09/30/2017	12/31/2017
Cash	14,091	9,304	7,067	<b>30,109</b>	10%	7%	5%	<b>19%</b>
CD's	7,922	6,197	5,704	<b>3,475</b>	6%	5%	4%	<b>2%</b>
Municipals	2,732	2,314	1,679	<b>780</b>	2%	2%	1%	<b>0%</b>
US Treas	112,851	113,873	110,917	<b>109,918</b>	80%	84%	77%	<b>68%</b>
2013A GO	1,755	1,516	1,520	<b>1,394</b>	1%	1%	1%	<b>1%</b>
2013C GO	561	562	563	<b>565</b>	0%	0%	0%	<b>0%</b>
2015A GO	1,508	1,511	1,515	<b>1,519</b>	1%	1%	1%	<b>1%</b>
2016A GO	483	396	397	<b>378</b>	0%	0%	0%	<b>0%</b>
2017A GO	0	0	15,347	<b>14,499</b>	0%	0%	11%	<b>9%</b>
<b>Total</b>	<b>\$141,903</b>	<b>\$135,673</b>	<b>\$144,709</b>	<b>\$162,637</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>



## **Transaction Summary**

The City monitors and maintains a certain level of cash on hand to meet the day to day operations of the city. Each night the remaining balance is invested in an interest bearing “sweep” account through a “repurchase agreement” or “repo” with our bank. For funds not needed immediately, the city employs a strategy of maturity "laddering" over a period not to exceed five years. When the spread between short term securities and the five year maximum is minimal, staff does not fully extend to the five year maximum.

## **Cash in Bank**

The City utilizes UMB Bank as its depository. Lee’s Summit's cash in bank at December 31, 2017, was as follows: UMB Trustee Account, \$25,386,297.19 and the UMB Investment Settlement Account \$4,723,578.18. Cash on deposit with UMB earns interest at a rate equivalent to the previous week’s auction of the 91 day Treasury bill yield, adjusted every Wednesday. The UMB “repo” rate for December was 1.37%; September was 1.20%; June was 1.04% and March was 0.68%. To protect the City against fluctuating securities values, the City's bank depository agreement requires the bank to pledge certain securities as collateral equal to 105% of the City's funds on account (in excess of FDIC coverage). The estimated collateral value is \$34,900,077.16. Cash balances are high in late December due to tax collection receipts that have not yet been remitted to Jackson County for distribution.

## **Combined Portfolio Performance**

The City has utilized all components of the investment portfolio to achieve safety of principal, reasonable liquidity, relatively stable earnings over a wide range of interest rates, and a market rate of return. As of December 31, 2017, the average portfolio yield is 1.1836%.

The investment portfolio's maturity structure as of December 31, 2017, is as follows:

<b>Maturity Year</b>	<b>Prin Amt</b>	<b>Cash Flow %</b>
<b>2018</b>	<b>\$ 30,253,799.97</b>	<b>26%</b>
<b>2019</b>	<b>\$ 44,214,361.26</b>	<b>39%</b>
<b>2020</b>	<b>\$ 32,900,575.03</b>	<b>29%</b>
<b>2021</b>	<b>\$ 6,805,288.98</b>	<b>6%</b>
<b>TOTAL</b>	<b>\$ 114,174,025.24</b>	<b>100%</b>

A complete itemized schedule of investments in the City of Lee's Summit Portfolio is available upon request.

## **Recommendations**

The City's passive investment strategy has been to match the investments based upon cash flow needs in conjunction with a maturity "laddering" approach with its investments, not to exceed five years. Investment purchases have been made with safety as the primary factor. The purchase of Certificates of Deposit and Municipal Obligations has been halted due to clarification of the State Investment Policy.

## **Mark-to-Market**

The investment portfolio is valued at our purchase price with gains/losses recognized at sale or maturity. With the implementation of GASB 31, the portfolio was required to be adjusted at year end to reflect the difference between our carrying value and today’s market value. This is referred to as “Marking to Market.”

The mark-to-market valuation is a snapshot of the current market value of each security as of the end of the reporting period. The unrealized profit/loss is a comparison of the end-of-period market value of each security relative to its market value as of the end of the prior reporting period. For fixed income securities, the profit/loss value reflects changes in interest rates following the purchase of each security. Profits or losses are only realized upon actual sale of the security prior to maturity. Since the City typically holds investments until maturity, no loss would be realized.

Since GASB 31 was adopted, the Government Finance Officers Association (GFOA) recommended that local governments report the market value of all securities in the portfolio on a quarterly basis. Fair market values are determined by our custodial bank.

GFOA has recommended that in addition to the reporting of this paper gain/loss on a quarterly basis, this adjustment should be entered on a quarterly basis. Starting in fiscal year 2006-2007 this adjustment was spread and posted to cash accounts based on cash balances at each quarter end. These adjustments will be updated at the end of each quarter. At December 31, the quarter end entry of September 30 was reversed and the new entry booked based on the current market values at December 31, 2017. This unrealized loss of \$918,230.71 was spread against all funds based on their respective cash balance percentages.

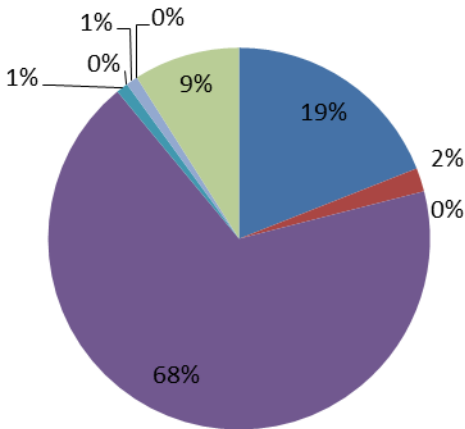
Respectfully Submitted,

Sherri Staub  
Cash Management Officer

Conrad Lamb  
Finance Director

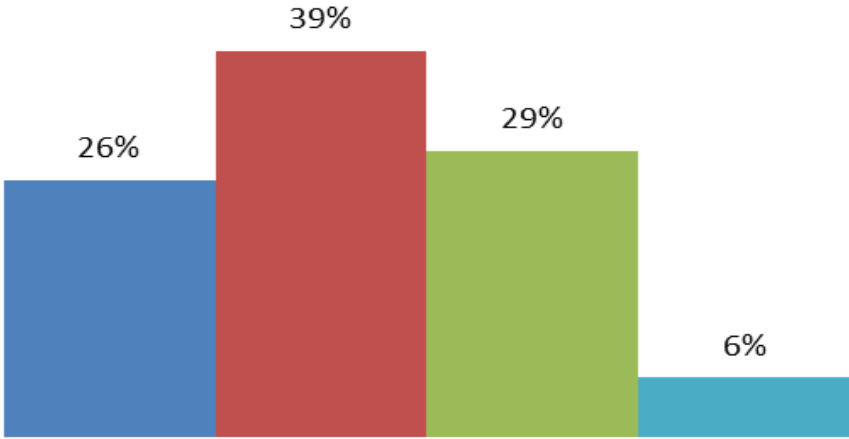
# Asset Allocation December 31, 2017

■ Cash 
 ■ CD's 
 ■ Municipals 
 ■ US Treas 
 ■ 2013A GO 
 ■ 2013C GO 
 ■ 2015A GO 
 ■ 2016A GO 
 ■ 2017A GO



# Asset Allocation by Maturity Year

■ 2018 
 ■ 2019 
 ■ 2020 
 ■ 2021



<b>CITY OF LEES SUMMIT</b>									
<b>INVESTMENT PORTFOLIO</b>									
<b>MONTH ENDING DECEMBER 2017</b>									
<b>CERTIFICATES OF DEPOSIT (CD)</b>									
<b>PURCHASE PRICE</b>		<b>DESCRIPTION</b>	<b>CUSIP</b>		<b>YIELD</b>	<b>PURCHASE DATE</b>	<b>MATURITY DATE</b>	<b>TERM DAYS</b>	
\$248,000.00		Northern Bank & Trust, Woburn MA	66476QBB3		1.100000%	21-Jan-15	22-Jan-18	1,097	
\$248,000.00		Bank Leumi USA NY	063248FA1		1.150000%	23-Jan-15	23-Jan-18	1,096	
\$248,000.00		Morton Community Bank, Morton IL	619165FT5		1.150000%	23-Jan-15	23-Jan-18	1,096	
\$248,000.00		First Financial Bank El Dorado, AR	32021MDV8		1.100000%	23-Jan-15	23-Jan-18	1,096	
\$248,000.00		Crescent Bank & Trust, LA	225645DH0		1.100000%	30-Jan-15	30-Jan-18	1,096	
\$248,000.00		Peoples United Bank	71270QLY0		1.100000%	04-Feb-15	05-Feb-18	1,097	
\$248,000.00		Platinum Bank/Brandon FL	72766HBN4		1.000000%	06-Feb-15	06-Feb-18	1,096	
\$248,000.00		First Kentucky Bank	32065TAK7		1.000000%	06-Feb-15	06-Feb-18	1,096	
\$248,000.00		Flushing Bank, NY	34387ABH1		1.100000%	15-Apr-15	16-Apr-18	1,097	
\$249,000.00		Amer Natl Bank/Fox Cities	02771PMN4		1.000000%	22-Apr-15	20-Apr-18	1,094	
\$249,000.00		Clayton Bank & Trust, TN	184027AP5		1.000000%	22-Apr-15	23-Apr-18	1,097	
\$248,000.00		Manuf & Traders Trust, NY	564759QN1		1.000000%	29-Apr-15	30-Apr-18	1,097	
\$249,000.00		Northfield Bank, NY	66612AAS7		1.050000%	30-Apr-15	30-Apr-18	1,096	
\$248,000.00		Ally Bank, UT	02006LQR7		1.200000%	07-May-15	07-May-18	1,096	
<b>\$3,475,000.00</b>		Reported Fair Value 12/31/17	\$3,475,000						
<b>MUNICIPAL OBLIGATIONS</b>									
<b>PURCHASE PRICE</b>	<b>PAR AMOUNT</b>	<b>DESCRIPTION</b>	<b>CUSIP</b>	<b>RATING</b>	<b>YIELD</b>	<b>PURCHASE DATE</b>	<b>MATURITY DATE</b>	<b>TERM DAYS</b>	
\$780,050.90	\$755,000	Maryland Heights MO UT 2%	574068AK8	Aa2	0.800000%	12-May-15	01-Mar-18	1,024	
<b>\$780,050.90</b>	<b>\$755,000</b>	Reported Fair Value 12/31/17	\$755,830.50						
<b>TREASURY BILLS AND NOTES</b>									
<b>PURCHASE PRICE</b>	<b>PAR AMOUNT</b>	<b>DESCRIPTION</b>	<b>CUSIP</b>	<b>COUPON</b>	<b>YIELD</b>	<b>PURCHASE DATE</b>	<b>MATURITY DATE</b>	<b>TERM DAYS</b>	
\$5,966,718.75	\$6,000,000	T-Note	912828UU2	0.750%	0.959000%	20-Jul-15	31-Mar-18	985	
\$5,049,414.05	\$5,000,000	T-Note	912828SH4	1.375%	1.080000%	30-Sep-15	28-Feb-19	1,247	
\$4,987,500.00	\$5,000,000	T-Note	912828UQ1	1.250%	1.308000%	30-Sep-15	29-Feb-20	1,613	
\$4,033,750.00	\$4,000,000	T-Note	912828WS5	1.625%	1.381000%	11-Dec-15	30-Jun-19	1,297	
\$4,000,000.00	\$4,000,000	T-Note	912828XF2	1.125%	1.125000%	11-Dec-15	15-Jun-18	917	
\$4,036,040.00	\$4,000,000	T-Note	912828WW6	1.625%	1.364000%	11-Jan-16	31-Jul-19	1,297	
\$3,974,960.00	\$4,000,000	T-Note	912828XK1	0.875%	1.129000%	11-Jan-16	15-Jul-18	916	
\$3,005,625.00	\$3,000,000	T-Note	912828L40	1.000%	0.927000%	01-Feb-16	15-Sep-18	957	
\$2,984,765.63	\$3,000,000	T-Note	912828TR1	1.000%	1.142000%	01-Feb-16	30-Sep-19	1,337	
\$3,031,171.88	\$3,000,000	T-Note	912828WD8	1.250%	0.857000%	23-Feb-16	31-Oct-18	981	
\$1,997,656.25	\$2,000,000	T-Note	912828TN0	1.000%	1.034000%	23-Feb-16	31-Aug-19	1,285	
\$3,005,625.00	\$3,000,000	T-Note	912828K82	1.000%	0.914000%	03-Jun-16	15-Aug-18	803	
\$2,021,250.00	\$2,000,000	T-Note	912828XE5	1.500%	1.226000%	03-Jun-16	31-May-20	1,458	
\$3,014,648.44	\$3,000,000	T-Note	912828XA3	1.000%	0.740000%	22-Jun-16	15-May-18	692	
\$3,054,843.75	\$3,000,000	T-Note	912828WL0	1.500%	0.869000%	22-Jun-16	31-May-19	1,073	
\$2,000,000.00	\$2,000,000	T-Note	912828Q52	0.875%	0.875000%	13-Sep-16	15-Apr-19	944	
\$2,033,160.00	\$2,000,000	T-Note	912828F62	1.500%	0.961000%	13-Sep-16	31-Oct-19	1,143	
\$2,034,375.00	\$2,000,000	T-Note	912828XH8	1.625%	1.146000%	27-Oct-16	30-Jun-20	1,342	
\$2,014,375.00	\$2,000,000	T-Note	912828L65	1.375%	1.187000%	27-Oct-16	30-Sep-20	1,434	
\$4,015,937.50	\$4,000,000	T-Note	912828SN1	1.500%	1.315000%	20-Jan-17	31-Mar-19	800	
\$3,971,562.50	\$4,000,000	T-Note	912828J84	1.375%	1.375000%	20-Jan-17	31-Mar-20	1,166	
\$2,995,327.08	\$3,000,000	T-Note	912828XM7	1.625%	1.670000%	05-Jan-17	31-Jul-20	1,303	
\$6,805,288.98	\$7,000,000	T-Note	912828P87	1.125%	1.824000%	05-Jan-17	28-Feb-21	1,515	
\$4,935,937.50	\$5,000,000	T-Note	912828L32	1.375%	1.755000%	03-Mar-17	31-Aug-20	1,277	
\$4,997,460.94	\$5,000,000	T-Note	912828F62	1.500%	1.519000%	03-Mar-17	31-Oct-19	972	
\$3,954,160.00	\$4,000,000	T-Note	912828L99	1.375%	1.706000%	31-Mar-17	31-Oct-20	1,310	
\$2,995,591.08	\$3,000,000	T-Note	912828ST8	1.250%	1.331000%	29-Jun-17	30-Apr-19	670	
\$4,021,718.75	\$4,000,000	T-Note	912828D80	1.625%	1.370000%	29-Jun-17	31-Aug-19	793	
\$3,006,750.00	\$3,000,000	T-Note	912828X21	1.500%	1.411000%	13-Sep-17	15-Apr-20	945	
\$2,979,337.95	\$3,000,000	T-Note	9128282V1	1.375%	1.620000%	26-Oct-17	15-Sep-20	1,055	
\$2,994,023.31	\$3,000,000	T-Note	9128282X7	1.375%	1.480000%	26-Oct-17	30-Sep-19	704	
<b>\$109,918,974.34</b>	<b>\$110,000,000</b>	Reported Fair Value 12/31/17	\$109,024,964.03						
		<b>TOTAL</b>	<b>Reported Fair Value 12/31/17</b>						<b>\$113,255,794.53</b>





## Packet Information

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**File #:** TMP-0842, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO A REAL PROPERTY AND ANTENNA SUPPORT STRUCTURE SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL, LLC EXTENDING THE LEASE TERM, INCREASING THE ANNUAL RENTAL PAYMENT, AND ESTABLISHING VARIOUS NEW PROVISIONS.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO A REAL PROPERTY AND ANTENNA SUPPORT STRUCTURE SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL, LLC EXTENDING THE LEASE TERM, INCREASING THE ANNUAL RENTAL PAYMENT, AND ESTABLISHING VARIOUS NEW PROVISIONS.

Proposed Committee Motion:

FIRST MOTION: I move for approval to forward to Council AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO A REAL PROPERTY AND ANTENNA SUPPORT STRUCTURE SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL, LLC EXTENDING THE LEASE TERM, INCREASING THE ANNUAL RENTAL PAYMENT, AND ESTABLISHING VARIOUS NEW PROVISIONS.

Proposed City Council Committee Motion:

FIRST MOTION: I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO A REAL PROPERTY AND ANTENNA SUPPORT STRUCTURE SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL, LLC EXTENDING THE LEASE TERM, INCREASING THE ANNUAL RENTAL PAYMENT, AND ESTABLISHING VARIOUS NEW PROVISIONS.

Proposed Council Motion:

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO A REAL PROPERTY AND ANTENNA SUPPORT STRUCTURE SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL, LLC EXTENDING THE LEASE TERM, INCREASING THE ANNUAL RENTAL PAYMENT, AND ESTABLISHING VARIOUS NEW PROVISIONS.

Background:

The City leases approximately twelve tower locations to several telecommunications companies for the purpose of wireless communications support. The rent amounts vary depending on the specific location, topography, and other factors that impact the desirability of the location. This site is located at 3650 SW Windemere, Fire Station 5. This particular lease agreement has been in place since October, 1997, with an

original annual rent amount of \$13,500 and an annual increase based on the increase in the Consumer Price Index. The last annual rent payment received for this lease was approximately \$19,700. Representatives of T-Mobile requested extension of the lease for up to an additional three terms of five years each subject to renewal. This amendment reflects a negotiated increase in the annual rent up to \$26,000 with 10% increases upon each five year renewal term. The use of the site is not exclusive to T-Mobile.

Impact/Analysis:

The most recent annual rent payment for this lease was approximately \$19,700 with an annual increase based upon the increase in the Consumer Price Index. This amendment and lease extension will increase the annual rent to \$26,000 payable in monthly installments of \$2,166.67 with a 10% increase upon each five year renewal period. The amendment includes several other provisions new to the lease as follows: 1) In the event T-Mobile wishes to terminate the agreement, notice must be given 180 days in advance rather than 90 days. 2) If the lessee terminates the agreement, they are required to pay one year's rental payment at the conclusion of the lease to fulfill budgetary expectations of the City. 3) The lessee will not be permitted to expand the amount of space used for their equipment unless the City approves and receives an increase in rent for the additional space.

Presenter: Bette Wordelman, Deputy Finance Director

Recommendation: Staff recommends approval of the ordinance.

Committee Recommendation:

**BILL NO. 18-xxx**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO A REAL PROPERTY AND ANTENNA SUPPORT STRUCTURE SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND T-MOBILE CENTRAL, LLC EXTENDING THE LEASE TERM, INCREASING THE ANNUAL RENTAL PAYMENT, AND ESTABLISHING VARIOUS NEW PROVISIONS.

WHEREAS, the City of Lee's Summit, Missouri currently owns a structure located at Fire Station 5 at 3650 SW Windemere in Lee's Summit; and

WHEREAS, the structure has been used to offer leased space to telecommunications companies for the purpose of supporting wireless communications and thereby providing additional revenues to the City; and

WHEREAS, the City and T-Mobile Central LLC's (hereinafter "T-Mobile") predecessor company (APT Kansas City, Inc.) entered into a real property and antenna support structure site lease agreement that was executed on October 24, 1997, and which has reached the end of its final extension period; and

WHEREAS, T-Mobile has requested and staff recommends the lease be amended with respect to the term of the lease providing for up to three additional five (5) year terms with an increase in annual rental payment to Twenty-Six Thousand and 00/100 Dollars (\$26,000.00) with an adjustment of ten percent (10%) upon each five year term renewal and which is consistent with the terms agreed to with other wireless telecommunications companies on such tower; and

WHEREAS, several other provisions of the lease have been negotiated to enhance the rights of the City related to the lease agreement,

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

SECTION 1. That the City Council of the City of Lee's Summit hereby approves and authorizes the execution, by the Mayor, of the First Amendment to a Real Property and Antenna Support Structure Site Lease Agreement by and between the City of Lee's Summit and T-Mobile Central, LLC, a Delaware limited liability company, which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth herein.

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

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

**BILL NO. 18-xxx**

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Mayor

*Randall L. Rhoads*  
ATTEST:

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

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

\_\_\_\_\_  
Mayor

*Randall L. Rhoads*  
ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Infrastructure and Planning  
*Nancy K. Yendes*

**FIRST AMENDMENT TO REAL PROPERTY**  
**AND ANTENNA SUPPORT**  
**STRUCTURE SITE LEASE**

This First Amendment to Real Property and Antenna Support Structure Site Lease (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between the City of Lee's Summit, Missouri, a Missouri municipality ("**Lessor**") and T-Mobile Central LLC, a Delaware limited liability company ("**Lessee**") (collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Real Property and Antenna Support Structure Site Lease dated October 24, 1997, (the "**Lease**") regarding Lessor's leased area ("**Premises**") located at 3650 SW Windemere – Lee's Summit Fire Department Station 5, Lee's Summit, Missouri 64063 (the "**Property**").

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. The Lease is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Lease.
2. At the expiration of the Lease, the Term of the Lease will automatically be extended for three (3) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor one-hundred eighty (180) days' notice prior to the expiration of the then current Renewal Term. Because the Lessor is a public entity which must budget one year in advance for expenses and anticipated revenues, should Lessee elect to not automatically renew this Lease, then it shall pay to the Lessor a sum equal to one year's rental payments at the conclusion of the current Term that is expiring. In the event the Lessor shall sell or change the use of the Property so that it is not compatible with a telecommunications tower, Lessee shall receive as much notice as reasonably possible but no less than one hundred eighty (180) days and shall remove its equipment within one hundred eighty (180) days of the notice of such sale or change of use.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor Twenty-Six Thousand and No/100 Dollars (\$26,000.00) per year ("**Rent**") in advance, payable in equal monthly installments of Two Thousand One Hundred Sixty-Six and 67/100 Dollars (\$2,166.67) per month, due by the fifth (5<sup>th</sup>) day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted, effective on the first day of the second Renewal Term and each subsequent Renewal Term, by an amount equal to ten percent (10%) over the Rent for the immediately preceding Renewal Term.
4. Lessee and its employees and agents will have 24/7 access to the Premises provided they contact the Lessor for approval and to ensure that operations of the Fire Station are not interrupted.
5. Lessee may complete upgrades and additions of new equipment within the leased Premises in compliance with required permits and with the approval of the Lessor. In no event shall Lessee's footprint for any equipment whether on the ground or the tower be increased without prior written consent of the City Manager and an adjustment in the rent to be paid to reflect the usage of more square or cubic feet of space on the tower or on the ground surrounding the tower.

6. Lessee shall have the right to transmit and receive on any and all frequencies for which Lessee has been granted a license by the FCC provided such transmission does not interfere with the use and enjoyment of any other tenant or the Lessor. If such transmission should cause interference, then Lessee's interfering use shall cease immediately upon oral instructions provided to Lessee at the following telephone number: T-Mobile Network Operations Center, Central Region – 1.877.611.5868.

Failure to cease such interference within a reasonable amount of time shall result in Lessor's right to terminate the Lease.

7. Lessee shall have the right to assign, or otherwise transfer the Lease, upon Lessee's delivery to Lessor of written notice of any assignment, or transfer by Lessee. Lessee shall be relieved of all liabilities and obligations and Lessor shall look solely to the assignee, or transferee for performance under the Lease. Upon receipt of a written request from Lessee, Lessor may execute an estoppel certificate. Lessee shall NOT have the right to sublease the Lease without the Lessor consent. Such consent may be granted upon a negotiation of the Rent, if any, that should be paid based on the nature of the sublease.
8. Lessor may freely assign the Lease to its affiliates and will secure Lessee's reasonable consent before assigning the Lease to non-affiliates.
9. Should Lessor receive a bona fide offer from a third party that would result in an assignment of some or all of the Rent ("**Rental Stream Offer**"), Lessor shall immediately notify Lessee, and Lessee shall have the right to match the terms of the Rental Stream Offer within forty-five (45) days. No Rental Stream Offer may be entered into by Lessor without the prior written consent of Lessee provided such consent shall not be unreasonably withheld.
10. Any charges payable under the Lease other than Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Lessor.
11. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/A5C0080A

If to Lessor:

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

12. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
13. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control.

14. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
15. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

**Lessor:**

**Lessee:**

**CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipality**

**T-MOBILE CENTRAL LLC, a Delaware limited liability company**

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

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

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

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

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

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

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

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

Kelly Dunham 1/31/18  
T-Mobile Contract Attorney



REAL PROPERTY AND ANTENNA SUPPORT STRUCTURE SITE LEASE  
BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND AMERICAN PORTABLE  
TELECOM (APT) KANSAS CITY, INC. LEE'S SUMMIT FIRE DEPARTMENT STATION 5

This Lease is made this 24<sup>th</sup> day of October, 1997, by and between the City of Lee's Summit, Missouri, hereinafter called the Lessor, and, APT Kansas City, Inc., hereinafter called the Lessee.

**WITNESSETH THAT:**

WHEREAS, Lessor owns the real property located at 3650 SW Windemere, on which the Lee's Summit Fire Department Station 5 is located; and

WHEREAS, Lessee desires to lease a portion of the real property owned by the Lessor, and Lessee desires to use the real property for the purpose of installing, replacing, maintaining and operating, at its expense, a personal communication service system facility ("PCS"), including related antenna equipment and fixtures.

NOW THEREFORE, the parties hereto agree as follows.

**1. DEMISE AND USE OF PROPERTY**

The Lessor hereby leases to Lessee a portion of real property, (the "premises") located in the City of Lee's Summit, County of Jackson, and State of Missouri, more particularly described in Exhibit A incorporated herein by this reference.

The Lessee, at the Lessee's expense and risk, shall erect, build, operate and maintain one, monopole or tower (hereinafter "antenna support structure") as approved by the Lessor in Exhibit D, and equipment compound (hereinafter "equipment compound"), at the premises described above for the purpose of installing, replacing, maintaining and operating, at its expense, a personal communication service system facility ("PCS"), including, related antenna equipment and fixtures ("Equipment"). Said location is more particularly shown on Exhibit B attached hereto and incorporated herein by this reference.

Lessee shall have a non-exclusive easement for reasonable access to the premises where the Equipment is located. Lessee shall provide Lessor with a list of Lessee's agents and employees authorized to access the Equipment located on the premises. Lessor shall not be responsible for monitoring access to Lessee's equipment.

**2. TERM**

The Initial Term of this Lease shall be for five (5) years commencing on the date ("Commencement Date") the Lessor signs this Lease. This Lease will be automatically renewed for three (3) additional terms, (each a "Renewal Term") of five (5) years each, unless the Lessee

provides the Lessor notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term; and/or Lessee has not cured a default within the time periods as provided in section 20 of this Lease.

### 3. FEE

On the date of the execution of this Lease, Lessee shall remit the sum of \$10,000.00 to Lessor as a one-time only fee for the use of public property.

### 4. RENT

Lessee agrees to pay the Lessor as rent for the premises, placement of the equipment compound and monopole site the annual rents described below. Rent will be paid annually in advance beginning on the Commencement Date and on each anniversary of it. The annual rent for the first year of the Initial Term of this Lease shall be \$13,500.00. Thereafter, the rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to the amount of the annual installment of rent payable during the preceding year increased by an amount equal to the change in the CPI during such year. "CPI" means the Consumer Price Index-U.S. City Averages for Urban Wage Earners and Clerical Workers (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index if such index is discontinued). In no event will the amount of the annual installment of rent due under this lease following such adjustment be less than the amount of such installment during the preceding 12-month period.

All annual rent installments are to be paid at Lee's Summit City Hall, 207 SW Market, P.O. Box 1600, Lee's Summit, Missouri, 64063, or at such other place as Lessor may designate from time to time. Any rental payment paid beyond thirty (30) days in default shall have interest thereon at the highest non-usurious rate permitted by law.

### 5. ERECT ANTENNA SUPPORT AND EQUIPMENT STRUCTURE

Lessee, at Lessee's expense, shall dismantle and remove existing tower at the premises and transport said tower to a storage site specified by the Lessor. Lessee shall, at its own cost, erect, build, operate and maintain upon the premises an antenna support structure and equipment compound in accordance with the antenna support structure and equipment compound placement detailed in the site plan of Exhibit B. Lessee shall erect, build, operate and maintain the antenna support structure and equipment compound in accordance with the detailed plan and specifications attached hereto as Exhibits C and D and incorporated herein by this reference. The Lessee may, at its expense, make such improvements on the premises as are necessary for the operation of a transmission site for wireless voice and data communication.

In addition, Lessee agrees that after installation of the antenna support structure and equipment compound it will restore the vegetation on the premises, landscape the premises, at Lessee's sole cost and expense. Said landscaping shall be more specifically detailed in Exhibit B.

After commencement of construction, Lessee agrees that it shall complete the construction of the improvements pursuant to Exhibits C and D within 45 calendar days. Said time period shall be extended by one day for each day that construction is not possible due to weather, as determined in the sole and reasonable discretion of the Lessor. In the event construction is not completed within time provided herein, Lessee shall pay Lessor in addition to all other sums due under this lease in the amount of \$100 per day until construction is completed. "Commencement of Construction" as used herein shall mean actual commencement of construction activities upon the premises and shall not include preliminary pre-construction activities such as geotechnical investigations, environmental assessment, and other technical studies.

#### 6. PERMITS AND LETTER OF CREDIT

Lessee shall obtain all necessary permits, permission, sanctions, and approvals necessary to erect, build, operate and maintain the antenna support structure and equipment compound. At the time of issuance of a building permit for the premises, Lessee shall establish for the benefit of the Lessor financial assurances in a form satisfactory to the City Attorney, such as a surety bond with sufficient financial capability as determined by the Lessor's Director of Finance in a maximum aggregate amount not to exceed the cost for the construction of the antenna support structure, equipment structure, and appurtenances required in the operation of the antenna support structure to be erected and installed pursuant to the terms and conditions of this Lease.

#### 7. TRANSITION OF SERVICES DURING CONSTRUCTION

The Lessee shall develop a plan to be approved by the Lessor for continued operation of the Lessor's current radio communication system during construction and installation of the antenna support structure, equipment structure and restoration. In addition, the Lessee shall develop a transition plan for the change in service to be approved by the City. Lessee shall provide the cabling and all other equipment necessary to place the Lessors antennas the new antenna support structure and restore fire department communication to the level experienced prior to placement of the new antenna support structure as set forth in Exhibit C & D.

#### 8. LIENS OR ENCUMBRANCES

The Lessee shall not suffer the premises or antenna support structure and appurtenances required in the operation of the antenna support structure thereon to become subject to any lien, charge, or encumbrance whatsoever, and shall indemnify the Lessor against all such liens, charges, and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge, or encumbrance upon the premises.

#### 9. ASSIGNMENTS

The Lessee may assign this Lease to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all the assets of Lessee with notice to the Lessor and Lessee may assign this Lease to third parties only with written approval from the Lessor. Such approval may not be unreasonably withheld, however, if Lessee assigns this Lease to a third party, the Lessor has an option, within Lessor's sole discretion, to renegotiate the terms of this Lease with the assignee.

The Lessor reserves the right to lease antenna space on the antenna support structure to third parties consistent with the rights of the Lessee pursuant to this Lease.

In the event that the Lessor leases antenna space to another commercial carrier which requires a "trade site" for co-location purpose with Lessee, Lessee shall be entitled to use the lease of the antenna support structure as the "trade site" with such other carrier.

#### 10. INSURANCE

Lessee agrees to maintain at its expense at all times during the lease term commercial/general liability insurance properly protecting and indemnifying Lessor and naming Lessor as additional insured in an amount not less than \$1,000,000.00 per person and \$1,000,000.00 per accident for injuries or damages to persons, and not less than \$1,000,000.00 damage or destruction of property, written by insurers licensed to do business in the State of Missouri. Upon execution of this lease by Lessee, Lessee shall deliver to Lessor certificates of such insurance, which shall declare that the respective insurer may not cancel the same in whole or in part without giving Lessor written notice of its intention to do so at least ten (10) days in advance.

In the event Lessee shall fail to procure insurance required under this lease and fail to maintain the same in force continuously during the term, Lessor shall be entitled to procure the same and Lessee shall immediately reimburse Lessor for such premium expense.

#### 11. INTERFERENCE

Lessee agrees that the operation of the antenna support structure and any systems connected therewith shall not interfere with any other radio systems now in operation on the property. Lessor agrees that antennas and/or frequencies installed after the installation of Lessee's equipment by other companies shall not interfere with the operation of Lessee. In the event any such interference occurs, the Lessor shall have the responsibility to coordinate the termination of the interference within 72 hours. If such interference is not terminated within 72 hours, and Lessee is unable to continue its operation, Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

#### 12. MAINTENANCE AND REPAIRS

The Lessee shall keep the antenna support structure and equipment structure to be erected, and all other structures which may at any time during the said term be erected upon the premises by Lessee and the appurtenances in good condition through consistent maintenance and repair. "Good Condition" shall mean that the antenna support structure, equipment compound and landscaping shall remain in as good condition as when initially erected and built reasonable wear and tear on the antenna support structure and equipment structure and casualty loss excepted.

### 13. ALTERATIONS

The Lessee shall not make any alteration in the external elevation or architectural design of the antenna support structure or equipment compound on the premises, or injure or remove any of the principal structural supports thereof without the consent in writing of the Lessor.

### 14. NEW STRUCTURES

The Lessee shall not erect or permit to be erected on the premises any new structures, or make or permit to be made any additions to the antenna support structure and equipment structure to be erected upon the premises, except in accordance with plan and specifications previously approved by the Lessor, such approval not to be unreasonably withheld, delayed or conditioned.

### 15. UTILITIES

Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the premises (including, but not limited to city approved installation of emergency power generators) as shown on the site plan of Exhibit B. Lessee shall have the right permanently to place utilities on (or to bring utilities across) the Property in order to service the Lessee's equipment on the premises.

### 16. UNLAWFUL USE

The Lessee shall not make or suffer any use or occupancy of the premises contrary to any law or ordinance now or hereafter in force.

### 17. TITLE AND QUIET POSSESSION

Lessor agrees that it is the owner of the real property; that it has the right to enter into this lease; that the person signing this Lease has the authority to sign; and, that Lessee is entitled to access to the real property and to the quiet possession of the real property consistent with the terms and conditions of this Lease throughout the initial term and each renewal term unless Lessee is in default as provided in Section 20 of this Lease. Once constructed by the Lessee, and accepted by Lessor, the antenna support structure, equipment compound and appurtenance required for operation of the antenna support structure shall immediately transfer and become the permanent property of the Lessor.

### 18. INDEMNIFICATION

The Lessee shall indemnify, defend, become responsible for and forever hold harmless the Lessor, and its officers, contractors, and employees from and against all suits, actions, reasonable attorney fees, costs, claims, of any character brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any negligent act, error, or omission, or intentional act of the Lessee or its contractors, or employees on the premises pursuant to this Lease. The indemnity required thereunder shall not be limited by reason of the specifications of any particular insurance coverage in Section 10 of this Lease.

The Lessee shall indemnify the Lessor against all costs and expenses, including reasonable attorney fees incurred in discharging the premises from any charge, lien, or encumbrance, or in obtaining possession after default of the Lessee or the termination of the Lease.

The Lessor shall indemnify, defend, become responsible for and forever hold harmless the Lessee, and its officers, contractors and employees from and against all suits, actions, reasonable attorney fees, costs, claims, of any character brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any negligent act, error, or omission, or intentional act of the Lessor or its contractors, or employees on the premises pursuant to this Lease.

#### 19. HAZARDOUS SUBSTANCES

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee shall not introduce or use any such substance on the premises in violation of any applicable law.

#### 20. DEFAULT

Failure on the part of Lessee to pay rent within 30 days after same shall become due and rent is not paid within 10 days after notice to Lessee of nonpayment of rent, or failure of Lessee to promptly and faithfully keep and perform every covenant, condition, and obligation of this Lease, other than payment of rent, on the part of Lessee to be kept and performed for more than twenty (20) days after notice of such default shall have been given to Lessee, shall, at the option of Lessor, cause the forfeiture of this Lease, without, however, releasing Lessee from liability, as hereinafter provided, and if such default shall not be corrected within the applicable period aforesaid, possession of the premises shall be delivered to Lessor. Thereupon Lessor shall be entitled to and may take immediate possession of the premises, any other notice or demand being hereby waived. If a default, other than non-payment of rent, is not cured within a 20 day period, this Lease may not be terminated if the Lessee substantially commences action to cure the default within such 20 day period and proceeds with due diligence to fully cure the default within a mutually agreed upon period of time.

Lessee agrees to quit and deliver possession of the premises to Lessor or Lessor's assigns, successors or agents, when this lease terminates by limitation or forfeiture, and Lessee agrees that the premises shall be in substantially the same order and in as good condition as received, normal wear and use and damage caused by casualty excepted.

#### 21. MORTGAGE

This Lease does not create an interest in the premises for the Lessee, except for a leasehold estate. The Lessee may not use the premises or Lessor's radio communications systems in any manner as collateral security for a mortgage or lien agreement of any kind. However, Lessee may, mortgage or grant a security interest in this Lease, the PCS and the Equipment, to any such mortgagees of security interest including their successors or assigns, (hereinafter collectively

referred to as "Mortgagees"), and provide written notice to the Lessor of said mortgage or security interest. In the event Lessee mortgages or grants a security interest in this Lease, the equipment compound, the PCS and the Equipment, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees, provided that such Mortgagees agree to perform Lessee's obligations under this Lease in the event of foreclosure or exercise of assignment rights with respect to such leasehold estate. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default by Lessee except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice. Failure to faithfully keep this provision, shall be considered a default pursuant to the default paragraph above.

## 22. AMENDMENT

Oral agreements in conflict with any of the terms of this Lease shall be without force and effect. All amendments to this lease shall be in writing executed by the parties or their respective successors in interest.

## 23. FRANCHISE REQUIREMENT

Lessor and Lessee agree that this Lease shall not be considered, construed or deemed in anyway a telecommunication franchise agreement for use of public property within the City of Lee's Summit, Missouri.

## 24. PARTIAL INVALIDITY

If any terms or conditions of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

## 25. SERVICE OF NOTICE

All notices, demands and communications as provided herein shall be in writing and shall be served by registered or certified United States mail, return receipt requested to the following address or to such other address(es) as Lessor and Lessee may advise each other in writing pursuant to this Article.

LESSOR:                      City Administrator  
                                    City of Lee's Summit  
                                    207 SW Market  
                                    Lee's Summit, MO 64063

LESSEE:                      American Portable Telecom  
                                    P.O. Box 31793  
                                    Chicago, IL 69631-0793

Copy to: Blackwell, Sanders  
2300 Main Street, Suite 1100  
Kansas City, MO 64108

**26. MISCELLANEOUS**

(a) This lease applies to and binds the heirs, successors, executors, administrators and assigns of the Lessor and Lessee.

(b) This lease is governed by the laws of the state of Missouri.

(c) If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Lease in the form of Exhibit E.

**27. HOLDING OVER**

In the event Lessee continues to occupy the premises after the last day of the term herein created, or after the last day of any extension of said term, and the Lessor elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period.

**28. TERMINATION**

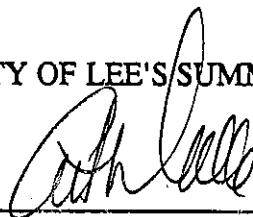
After the initial term of this Lease, this Lease may be terminated by the Lessee by giving 90 (ninety) days prior written notice of the intent to terminate to the Lessor.

**29. ENTIRE AGREEMENT**

This Lease Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Lease Agreement must be in writing and executed by both parties.

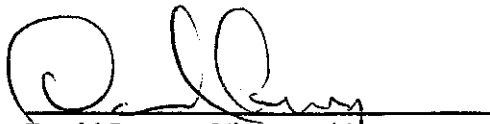
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first written above.

CITY OF LEE'S SUMMIT, MISSOURI



Art Davis, III, City Administrator

AMERICAN PORTABLE TELECOM  
KANSAS CITY, INC.



David Lowry, Vice President



STATE OF MISSOURI     )  
  )ss  
COUNTY OF JACKSON    )

On this 24<sup>th</sup> day of October, 1997, before me, a Notary Public in and for the State of Missouri, personally appeared Art Davis III, known to me to be City Administrator of the City of Lee's Summit, the municipality that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipality for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipality.

WITNESS my hand and the official seal affixed the day and year first written above.

Kelli A Rhodes  
Notary Public

My Commission Expires:

8/14/98

KELLI A RHODES  
NOTARY PUBLIC STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXP. AUG. 14, 1998

STATE OF ILLINOIS )  
 )ss  
COUNTY OF Cook )

On this 20 day of October, 1997, before me, a Notary Public in and for the State of Illinois, personally appeared \_\_\_\_\_, known to me to be David Lowry, Vice President of American Portable Telecom (APT) Kansas City, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited partnership.

WITNESS my hand and the official seal affixed the day and year first written above.

*Rebecca S. Becker*  
Notary Public

My Commission Expires:  
9/23/2000



Res. #97-20

## Packet Information

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**File #:** 2018-1928, **Version:** 1

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Preview of IT Steering Committee Project Recommendations

Issue/Request:

A presentation to provide information related to the IT Steering committee processes associated with project selection.

Key Issues:

Annually the IT Steering committee, led by ITS staff, goes through a process to select projects for the following years budget.

The process involves all city departments, and works to maximize utilization of ITS and department resources to improve the effectiveness and efficiencies of the city as a whole.

The effort works to focus IT investment in the areas of most need, and most impact based on predefined criteria.

Proposed City Council Motion:

None

Background:

For many years the IT steering committee has worked to develop a list of project that would be incorporated into the following fiscal years budget. The process begins in August with a call to all departments to develop a list of potential needs. the project requests are submitted by the departments on a standard form, which aligns with the scoring methodology used later in the process. ITS works with the departments to define hardware, software, and consulting service costs, alternatives, and potential costs of ITS involvement in the project. Once all of the project have been Submitted, ITS reviews them, and clarifies any unclear items before the grouped gathers to score the projects. The first step if to recognize that there are some projects that do not need to be scored, because they are required to be completed. this requirement comes from an outside entity, either a mandate from an organization, government, or potentially from the software vendor by stating that they will no longer support the version of the software the city is currently running. The scoring of the projects takes place over two or three meetings in December. The scoring is done by consensus, so it is more likely that anyone leaving the room will understand how and why all projects were scored the way they were. After the scoring, ITS evaluates the ability of ITS staff to have the time to add the projects to the existing workload. The final step in the process is to narrow the list to form the actual budget request for the following fiscal years budget.

Impact/Analysis:

[Enter text here]

Timeline:

Start: \_\_\_\_

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**File #: 2018-1928, Version: 1**

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Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Stephen L. Marsh

Recommendation: None

Committee Recommendation: None

# IT Steering Committee Project Selection and Budgeting Process FY 2019

# Outline

- Who is on the Steering Committee
- Project process and purpose
- FY2019 Project Requests and Scoring
- FY2019 Project Selection and funding

# IT Steering Committee Members

Mike Weisenborn – Dev

Conrad Lamb - Fin

Nick Edwards – Admin

Colleen Fetz– Law

Heping Zhan- Planning

Bob Hartnett – PW

Mark Stinson – Fleet

Brent Boice– WU

James Brock– PD

Brian Austerman- Fire

Andy Holmes– Parks

Steve Marsh - ITS

# Purpose of the Process

- Identify, Document, and Present the IT development needs from departments across the City.
- Review as a group the proposed projects.
- Score and prioritize the needs based on agreed to criteria.



# Key Elements of the Process.

- Each project is presented by the representative of the requesting department.
- Departments are asked to prioritize their requests.
- The Committee asks questions to clarify the needs.
- Some projects are not scored, as they are determined to be required.
- Scoring is done by discussion and consensus.

# Project Scoring Matrix

Sliding Scale	10	8 - 9	6 - 7	4 - 5	1 - 3	0	Weight	Raw Score	Weighted Score
Public Health & Safety or External Implementation Requirement	Project is required by law, regulations, court mandate, or vendor	Project is required by agreement with other jurisdiction	Project will deliver a service that is critical to alleviate potential public health or safety hazard.	Project would promote a delivery of service to maintain current levels of health or safety. May be conducted in conjunction with another jurisdiction	Project is City only and not externally required with little impact on public health or safety.	No health or safety impact is associated with the project.	25	3	75
Protection or Maintenance of Capital Assets/City Infrastructure including physical facilities	This square intentionally left blank	Critical to managing long term integrity and condition of existing City infrastructure/physical facilities	Project will improve core operation of managing capital assets/City infrastructure	Project will maintain core operation of managing capital assets/City infrastructure	Project will improve asset/infrastructure appearance	No city assets/infrastructure are impacted	25	8	200
Customer Service (external or internal customers)	Has a high benefit/cost ratio.	Provides for delivery of new services or new information. A significant number of citizens/customers will benefit	Improves delivery of existing services or information. A significant number of citizens/customers will benefit. Has a medium benefit/cost ratio.	Provides improved access to city information. A portion of citizens/customers will benefit	Improves delivery of information. No change in numbers of citizens/customers served. Has a low/no benefit/cost ratio.	No customer service impact.	25	7	175
Business Process Improvement High Benefit/Cost ratio	Project is required to continue a core City function	Solutions significantly improves data, processes or systems.	Solutions improves data, processes or systems.	Solution eliminates redundant data, processes or systems.	Solution provides minor enhancements to data, processes or systems.	Solution does not improve our data, processes or systems.	20	4	80
Relation to Adopted Plans	Project has been adopted and approved by the City Council	Project is included in formal plan that has council approval.	Included in adopted plan by city board/commission	Included in adopted plan by management team.	Project is included in written plans of City staff.	Project is not included in any written plans.	5	0	0
<b>Total Score</b>								<b>22</b>	<b>530</b>

# FY 2019 IT Projects Presented

IT Projects for Scoring and Prioritization								
Department	Requestor	Request Summary	Weighted Score	Total Estimated Cost	Labor	Current Annual Expens	New Annual Expens	Net Increase
Enterprise	ITS	SIRE Document Management System Replacement	Required/No score	\$ 166,035	NA	\$ 26,530	\$ 32,276	\$ 5,746
Municipal Court	Kelly Elliott	Migration of court data from Incode	Required/No score	\$ 26,600	\$ 2,600	\$ -	\$ -	\$ -
Enterprise	ITS	Implementation of Mobile Device Management	Not scored	\$ 50,000	NA	\$ -		
Police	James Brock	CAD/RMS Replacement*	855	\$ 563,539	\$ 61,600	\$ 89,825	\$ 92,400	\$ 2,575
Police	James Brock	Mobile Video/Audio Recording Systems replacement	730	\$ 311,320	\$ 800	\$ 2,602	\$ 13,000	\$ 10,398
Water	Brent Boice	Call Center Telephony Upgrade	585	\$ 53,900	\$ 6,400	\$ -	\$ 3,864	\$ 3,864
Development	Mike Weisenborn	Interactive Online Mapping	580	\$ 32,280	\$ 7,280	\$ -	\$ -	\$ -
Water	Brent Boice	CIS v4 Upgrade*	565	\$ 289,000	\$ 15,400	\$ 57,014	\$ 57,014	\$ -
Fire	Joe Dir	FDM Inspection App.	535	\$ 19,910	\$ 2,400	\$ -	\$ 6,000	\$ 6,000
Development	Mike Weisenborn	CityView Electronic Plan Review	510	\$ 123,835	\$ 20,000	\$ -	\$ 14,390	\$ 14,390
Development	Mike Weisenborn	CityView Mobile	505	\$ 54,580	\$ 11,200	\$ -	\$ 4,650	\$ 4,650
Fire	Dan Manley	FDM - Image Trend Interface	485	\$ 33,050	\$ 1,800	\$ -	\$ 3,500	\$ 3,500
Fire	Dan Manley	FDM - Pulse Point Interface	470	\$ 40,800	\$ 1,800	\$ -	\$ 8,000	\$ 8,000
			General Fun	\$1,421,949	\$109,480	\$118,957	\$174,216	\$55,259
			Water Fund	\$ 342,900	\$ 21,800	\$ 57,014	\$ 60,878	\$ 3,864
Department Funded Projects (little to no ITS Labor)								
Department	Requestor	Request Summary		Estimated Cost	Labor	Current Annual Expense	New Annual Expense	Net Increase
Police	James Brock	Pen-Link replacement						\$ -
Water	Brent Boice	ltron Meter Reading System Upgrade		\$ 6,300	\$ 800	\$ 1,889	\$ 7,552	\$ 5,663
Water	Brent Boice	IVR & UtilityLink Payment System Upgrade		\$ 10,700	\$ 1,200	\$ -	\$ -	\$ -
Withdrawn								
Department	Requestor	Request Summary						
Police	Tanisha Artis	iNovah at PD						
Fire	John Spencer	Network						
Police	James Brock	Permanent Downtown Camera System						

# FY 2019 IT Project Request

<b>General Fund IT Projects for FY 2019 Budget</b>						
<b>Request Summary</b>	<b>Weighted Score</b>	<b>Total Estimated Cost</b>	<b>Labor</b>	<b>Current Annual Expense</b>	<b>New Annual Expense</b>	<b>Net Increase</b>
SIRE Document Management System Replacement	Required/No score	\$ 166,035	NA	\$ 26,530	\$ 32,276	\$ 5,746
Migration of Court data from Incode	Required/No score	\$ 26,600	\$ 2,600	\$ -	\$ -	\$ -
Implementation of Mobile Device Management	Not scored	\$ 50,000	NA	\$ -		
CAD/RMS Replacement	855	\$ 563,539	\$ 61,600	\$ 89,825	\$ 92,400	\$ 2,575
Interactive Online Mapping	580	\$ 32,280	\$ 7,280	\$ -	\$ -	\$ -
FDM Inspection App.	535	\$ 19,910	\$ 2,400	\$ -	\$ 6,000	\$ 6,000
CityView Mobile (Labor Only)	505	\$ 11,200	\$ 11,200	\$ -	\$ 4,650	\$ 4,650
		\$ 869,564	Total			
		\$ 563,539	Forfeiture Funding for PD CAD/RMS, out of \$564,786			
		\$ 306,025	General Fund Reserve Balance Request			
<b>Water Department IT Projects for FY 2019 Budget</b>						
Itron Meter Reading System Upgrade	NA	\$ 6,300	\$ 800	\$ 1,889	\$ 7,552	\$ 5,663
IVR & UtilityLink Payment System Upgrade	NA	\$ 10,700	\$ 1,200	\$ -	\$ -	\$ -
Call Center Telephony Upgrade	585	\$ 53,900	\$ 6,400	\$ -	\$ 3,864	\$ 3,864
		\$ 70,900	Water Department Project Funding			
CIS v4 Upgrade*	565	\$ 289,000	\$ 15,400	\$ 57,014	\$ 57,014	\$ -

# FY 2019 Process Outcomes

- A total of 16 Projects were reviewed
- Three projects were determined to be required.
- 10 projects were selected to be included in the City Managers FY2019 budget.
  - Four from Water
  - Six from General Fund departments

# FY 2019 Funding

- \$70,900 coming from the Water Department.
- \$563,539 from forfeiture funds to upgrade the Police Department CAD/RMS software.
- An additional \$306,025 from the General Fund reserve balance to cover one time expenses related to the remaining five projects.

# Questions

Sliding Scale	10	8 - 9	6 - 7	4 - 5	1 - 3	0	Weight	Raw Score	Weighted Score
Public Health & Safety or External Implementation Requirement	Project is required by law, regulations, court mandate, or vendor	Project is required by agreement with other jurisdiction	Project will deliver a service that is critical to alleviate potential public health or safety hazard.	Project would promote a delivery of service to maintain current levels of health or safety. May be conducted in conjunction with another jurisdiction	Project is City only and not externally required with little impact on public health or safety.	No health or safety impact is associated with the project.	25	0	0
Protection or Maintenance of Capital Assets/City Infrastructure including physical facilities	This square intentionally left blank	Critical to managing long term integrity and condition of existing City infrastructure/ physical facilities	Project will improve core operation of managing capital assets/City infrastructure	Project will maintain core operation of managing capital assets/City infrastructure	Project will improve asset/infrastructure appearance	No city assets/infrastructure are impacted	25	0	0
Customer Service (external or internal customers)	Has a high benefit/cost ratio.	Provides for delivery of new services or new information. A significant number of citizens/customers will benefit	Improves delivery of existing services or information. A significant number of citizens/customers will benefit. Has a medium benefit/cost ratio.	Provides improved access to city information. A portion of citizens/customers will benefit	Improves delivery of information. No change in numbers of citizens/customers served. Has a low/no benefit/cost ratio.	No customer service impact.	25	0	0
Business Process Improvement High Benefit/Cost ratio	Project is required to continue a core City function	Solutions significantly improves data, processes or systems.	Solutions improves data, processes or systems.	Solution eliminates redundant data, processes or systems.	Solution provides minor enhancements to data, processes or systems.	Solution does not improve our data, processes or systems.	20	0	0
Relation to Adopted Plans	Project has been adopted and approved by the City Council	Project is included in formal plan that has council approval.	Included in adopted plan by city board/commission	Included in adopted plan by management team.	Project is included in written plans of City staff.	Project is not included in any written plans.	5	0	0
<b>Total Score</b>								<b>0</b>	<b>0</b>



FY19 ITS Expansion Project Requests

IT Projects for Scoring and Prioritization									
Department	Requestor	Request Summary	Weighted Score	Total Estimated Cost	Labor	Current Annual Expense	New Annual Expense	Net Increase	
Enterprise	ITS	SIRE Document Management System Replacement*	Required/No score	\$ 166,035	NA	\$ 26,530	\$ 32,276	\$ 5,746	
Municipal Court	Kelly Elliott	Migration of court data from Incode	Required/No score	\$ 26,600	\$ 2,600	\$ -	\$ -	\$ -	
Enterprise	ITS	Implementation of Mobile Device Management	Not scored	\$ 50,000	NA	\$ -			
Police	James Brock	CAD/RMS Replacement*	855	\$ 563,539	\$ 61,600	\$ 89,825	\$ 92,400	\$ 2,575	
Police	James Brock	Mobile Video/Audio Recording Systems replacement	730	\$ 311,320	\$ 800	\$ 2,602	\$ 13,000	\$ 10,398	
Water	Brent Boice	Call Center Telephony Upgrade	585	\$ 53,900	\$ 6,400	\$ -	\$ 3,864	\$ 3,864	
Development	Mike Weisenborn	Interactive Online Mapping	580	\$ 32,280	\$ 7,280	\$ -	\$ -	\$ -	
Water	Brent Boice	CIS v4 Upgrade*	565	\$ 289,000	\$ 15,400	\$ 57,014	\$ 57,014	\$ -	
Fire	Joe Dir	FDM Inspection App.	535	\$ 19,910	\$ 2,400	\$ -	\$ 6,000	\$ 6,000	
Development	Mike Weisenborn	CityView Electronic Plan Review	510	\$ 123,835	\$ 20,000	\$ -	\$ 14,390	\$ 14,390	
Development	Mike Weisenborn	CityView Mobile	505	\$ 54,580	\$ 11,200	\$ -	\$ 4,650	\$ 4,650	
Fire	Dan Manley	FDM - Image Trend Interface	485	\$ 33,050	\$ 1,800	\$ -	\$ 3,500	\$ 3,500	
Fire	Dan Manley	FDM - Pulse Point Interface	470	\$ 40,800	\$ 1,800	\$ -	\$ 8,000	\$ 8,000	
				General Fun	\$ 1,421,949	\$ 109,480	\$ 118,957	\$ 174,216	\$ 55,259
				Water Fund	\$ 342,900	\$ 21,800	\$ 57,014	\$ 60,878	\$ 3,864

Department Funded Projects (little to no ITS Labor)								
Department	Requestor	Request Summary		Estimated Cost	Labor	Current Annual Expense	New Annual Expense	Net Increase
Police	James Brock	Pen-Link replacement						\$ -
Water	Brent Boice	Itron Meter Reading System Upgrade		\$ 6,300	\$ 800	\$ 1,889	\$ 7,552	\$ 5,663
Water	Brent Boice	IVR & UtilityLink Payment System Upgrade		\$ 10,700	\$ 1,200	\$ -	\$ -	\$ -

Withdrawn		
Department	Requestor	Request Summary
Police	Tanisha Artis	iNovah at PD
Fire	John Spencer	Network
Police	James Brock	Permanent Downtown Camera System

## Packet Information

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**File #:** TMP-0839, **Version:** 1

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AN ORDINANCE APPROVING THE SOLE SOURCE ANNUAL MAINTENANCE CONTRACT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND PARAGON TACTICAL COMPANY FOR MAINTENANCE SERVICES AND SOFTWARE LICENSING FOR THE POLICE FIRING RANGE FOR A PERIOD OF FIVE YEARS IN THE AMOUNT OF \$69,200.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 3-05-18)

Issue/Request:

AN ORDINANCE APPROVING THE SOLE SOURCE ANNUAL MAINTENANCE CONTRACT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND PARAGON TACTICAL COMPANY FOR MAINTENANCE SERVICES AND SOFTWARE LICENSING FOR THE POLICE FIRING RANGE FOR A PERIOD OF FIVE YEARS IN THE AMOUNT OF \$69,200.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

The maintenance of the police firing range is an ongoing project with many components that need to be continually maintained. The software that runs the system must be continually upgraded to stay current with advancing technology, updates and patches. The range was opened in 2014 and since that time has had over 340,000 rounds of fire. There are numerous mechanical working parts of the system that operate several hours at a time on a weekly basis. These mechanical operations are controlled by a computer software program via a wireless controller. Occasionally both the mechanical components and software program need minor and major repairs or replacement. Without a maintenance contract, which covers the cost of the repairs and replacement of parts, the cost to the city would be a much higher premium pricing for technician (s) time and materials used to make repairs. Additionally, the city would incur costs for software upgrades in order to keep the system up to date and current.

The Paragon Tactical Inc. (PTI) targeting system used in the firing range is a PTI brand with proprietary software that operates the system. The police department is requesting a sole source maintenance contract with PTI because of the proprietary software system being used and because the equipment was manufactured and originally installed by PTI.

PTI customers get priority service which is essential for a 24/7 operational facility. The maintenance contract will eliminate charges for service call and future software upgrade purchases.

Factory direct access for trouble-shooting for equipment and building automations will be available.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE SOLE SOURCE ANNUAL MAINTENANCE CONTRACT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND PARAGON TACTICAL COMPANY FOR MAINTENANCE SERVICES AND SOFTWARE LICENSING FOR THE POLICE FIRING RANGE FOR A PERIOD OF FIVE YEARS IN THE AMOUNT OF \$69,200.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME BY AND ON BEHALF OF THE CITY.

Background:

The police firing range opened in April 2014. The targeting system is a Paragon Tactical Inc. (PTI) brand that is controlled by PTI software. The software provides programming and wireless remote access to operating the targeting system. The functions include moving targets, timing sequences and lighting scenarios.

Originally the system was covered by standard warranty. The initial warranty expired in 2016. (FY16-17 budget cycle) In November of 2016 a quote was obtained to extend the warranty and maintenance program for a five year period and incorporated into the FY17-18 budget for the police department.

Impact/Analysis:

The cost of the contract is approximately \$13,840.00 per year. The funding source for the contract is included in the FY17-18 in the general operating budget of the Police Department. Currently the software system is several versions behind and the targeting system is in need of \$7400 in repairs. PTI has agreed to upgrade the software system and make the repairs free of charge once the contract is in place, despite the fact that they occurred while the warranty had lapsed.

Timeline:

Start: \_\_\_\_

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Major Curt Mansell

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]



# Quote

Date: December 12, 2017  
Invoice # 121217  
Expiration Date: March 28, 2018

To: City of Lee's Summit Police Department  
Major Curtis W. Mansell  
10 NE Tudor Rd.  
Lee's Summit, MO 64086

Salesperson	Project	Payment Terms	Due Date
P.R.	Lee's Summit Police Department	Due on receipt	01.01.2018

Qty	Description	Unit Price	Line Total
1	60 Month Warranty & Maintenance <b>PLUS</b> package	64,200.00	64,200.00
1	Upgrade the existing control system to V4.0	22,350.00	22,350.00
1	Perform repairs on existing Running Man system	7,400.00	7,400.00
1	Warranty lapse fee (2 years)	11,900.00	11,900.00
1	1st Year warranty lapse fee waived	-6,900.00	-6,900.00
1	Complementary repairs to be performed on the existing Running Man	-7,400.00	-7,400.00
1	Upgrade provided under 5Yr. Warranty & Maintenance <b>PLUS</b>	-11,900.00	-11,900.00
Subtotal			69,200.00
Sales Tax			N/A
Total			<b>69,200.00</b>

Client shall receive the following services under **Warranty & Maintenance PLUS** package:

- Initial hardware and software upgrade to bring the range targetry system to PTI's current version
- Annual visits to perform:
  - Tuning and preventive maintenance on all targetry system components
  - Reconditioning of the backstop to prolong the life of the rubber media
  - Provide software updates and upgrades
  - Replace wall and ceiling tiles that may have been damaged (up to 25 QTY/Yr.)
- Under Warranty & Maintenance PLUS package, all targetry system components shall be covered for manufacturing defects and accidental damages for the term of the service\* (repair or replace)
- Under Warranty & Maintenance PLUS package, the client shall also receive
  - Replacement batteries for Handheld Command Consoles
  - Replacement batteries for LRT controllers
  - 1000 QTY target backers

\* Refer to full terms of the Warranty & Maintenance PLUS agreement

*Thank you for your business!*

**Paragon Tactical, Inc. ☎ PH: 951-736-9440 ☎ FX: 951-736-9450**  
1580 Commerce Street ☎ Corona, CA 92880



## TARGETRY SYSTEM WARRANTY - GENERAL TERMS & CONDITIONS

### 1. What This Agreement Covers

This Warranty Services Agreement ("Agreement"), together with the Paragon Tactical Inc. (PTI) Limited Warranty, is the complete agreement between You and PTI regarding any Warranty Extension, Battery Warranty Extension, Warranty Service Upgrade, Priority Technical Support for the products specified in Your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between You and PTI regarding any Service. Any additional or different terms in any order or written communications from You shall be void and of no effect. This Agreement modifies the PTI Limited Warranty only as specified below. Any service purchased under this Agreement will be provided according to the applicable description below. This Agreement is only valid in the United States.

### 2. What This Agreement Does Not Cover

This Agreement and the PTI Limited Warranty do not cover the following: (i) uninterrupted or error-free operation of a product; (ii) loss of, or damage to, your data by a product; (iii) any software programs aside the system operating software, whether provided with the product or installed subsequently; (iv) failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials; (v) damage caused by a non-authorized service provider, (vi) failure of, or damage caused by, any third party products, including those that PTI may provide or integrate into the PTI product at your request; (vii) any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation; (viii) products or parts with an altered identification label or from which the identification label has been removed or (ix) any pre-existing defects in your product that occurred on or before the date of this Agreement

### 3. Warranty Extension

The duration of the extended PTI Limited Warranty for Your product will be for the period You purchase, commencing on the end date of Your original base warranty period. This Service must be purchased during Your product's original warranty period. Parts consumed through use of a product and batteries are not covered by this service. Unless You purchase a separate Battery Warranty Extension (Extended Warranty **PLUS**), the warranty period for Your battery will expire at the end of the period specified in Your PTI Limited Warranty.

### 4. Battery Warranty Extension

The duration of the extended PTI Limited Warranty for the battery in Your product will be for the period You purchase, beginning on the start date of Your battery's original base warranty period. You are entitled to ONE battery replacement per device during the period after Your battery's original base warranty period. If the battery in Your product is a customer replaceable unit ("CRU"), a replacement battery will be shipped to You. If the battery in Your product is a sealed battery and is not customer replaceable, Your battery will be replaced by PTI's technicians at your facility. You are responsible for disconnecting the product and packing it in the PTI provided shipping container for the return of Your product to the designated service center. Shipping expenses will be paid by the PTI or the designated service provider. A courier will pick up Your product and deliver it to the service center. The service provider will return the product to You at its expense. This Service must be purchased before the end of Your product's original warranty period.

### 5. Warranty Service Upgrade

The service type of Your PTI Limited Warranty and any applicable Warranty Extension will be upgraded to the service type below according to the Warranty Service Upgrade You purchase.

**a. Initial Troubleshooting & Repairs** – Upon reporting any issues with your system or system components, You will be contacted by PTI's technicians to arrange for a time convenient for you to discuss and further investigate the problems with the system. You shall be available for several hours, if needed, to discuss and investigate the issue with PTI's technicians over the phone. During a Remote Troubleshooting & Repair Session (RTRS), access to all system components such as circuit breakers and components mounted on the facility's ceiling may be required.

**b. Unit Replacement** – Remote troubleshooting may provide PTI's technician with enough information about the cause of the problem. This may enable technicians to guide You how to resolve the issue or to resolve the issue on your system remotely and through remote internet connection. PTI's technicians may also determine, upon identifying the cause of the problem, that repairs can be more efficiently implemented by sending the equipment to PTI's facility. In some cases, PTI will send you pre-paid shipping labels and packaging to ship the defective unit back to PTI. In other instances, PTI may ship a replacement to You, along with pre-paid shipping labels and shipping boxes. You are responsible to ship all defective devices back to PTI, using the provided packaging and shipping labels, within SEVEN business days. PTI may require a security deposit, credit card authorization, work order or purchase order prior to shipping any replacement devices to You. Once You ship the damaged or defective devices to PTI, You will be provided with a receipt or documentation to demonstrate that your account has a ZERO balance. If You fail to ship the items back to PTI within the specified time period, You may be charged for the cost of the replacement device.

**c. On-Site Service** – If a problem with Your product cannot be resolved via telephone or through RTRS, Your product will be repaired or replaced at Your location. A service provider technician will be dispatched to arrive at Your location within the timeframe specified in this document. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product and system components. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to You at its expense. Some repairs may require the technicians to stay at your facility beyond normal business hours. If access to the facility beyond normal hours is needed for the repairs, PTI will notify you in writing in advance to obtain authorization.

**d. On-Site Service Response Time Frame** – Service Response time frame in the state of California is within FIVE BUSINESS DAYS. Service Response time frame anywhere outside the state of California is within FOURTEEN BUSINESS DAYS. If after your initial contact to report issues with the system or system components, arrangements cannot be made to visit your facility within the promised response time frame due to your availability or activities scheduled previously at your facility, PTI shall provide you with the next available time.

**e. Availability of Parts and Components** – PTI maintains a full array of parts in inventory at all times. In the event that any and all parts needed to perform repairs on your system are out of stock, PTI will immediately initiate to secure the parts within reasonable timeframe and notify You of the estimated lead time. If obtaining any such parts takes more than FOUR weeks, PTI shall notify you in writing and discuss other possible options such as replacing the entire system component that contains such part.

**f. Technician Installed components and CRUs.** If a problem with Your product may be remedied with a CRU to replace an internal part, a service provider technician will be dispatched to Your location according to Your applicable service type to install the CRU. Replacement of external parts with a CRU remains Your responsibility under the PTI Limited Warranty.

## **7. Priority Technical Support**

Under this Service, PTI will provide You with access to advanced-level technicians via telephone or email for warranty support under the PTI Limited Warranty as well as technical support of software. When You contact a technician, You must follow the problem determination procedures as directed by the technician. The technician will attempt to diagnose and resolve Your problem over the telephone and may direct You to download and install software updates. If a problem covered by the PTI Limited Warranty cannot be resolved via telephone, repair services will be arranged by the technician according to the applicable warranty service.

## **8. Payment and How to Obtain Service**

Payment must be received by PTI in advance of any Service. To initiate service requests, simply call PTI or email technical support at TechSupport@PTTS.US

## **9. Limitation of Liability**

PTI, INCLUDING ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS OR SOFTWARE DEVELOPERS, SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES; OR 4) ANY LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

#### **10. General**

Any information exchanged between us is not confidential or proprietary, including any information You disclose over the phone or electronically. PTI and its affiliates and subcontractors may process, store and use information about Your transaction and Your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill Your transaction. We may also contact You to notify You about any product recall, safety issue or service actions. If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in effect. Each of us grants the other the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent. Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than one year after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract. Neither of us is responsible for failure to fulfill obligations due to causes beyond their control. Either of us may communicate with the other by electronic means and such communication deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.

#### **11. Cancellation**

You may cancel this Agreement, for a refund, only within 30 days of purchase, by sending written notice to the address below. If you cancel anytime within the 30 day period, your refund will be based upon 100% of the unearned pro rata premium.

Paragon Tactical Inc.  
1580 Commerce Street  
Corona, CA 92880

We may cancel this Agreement for fraud, material misrepresentation, or non-payment by You; or if required to do so by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) calendar days prior to cancellation.



## TARGETRY SYSTEM - LICENSE AGREEMENT

This Paragon Tactical Inc. (PTI) License Agreement (the "Agreement") applies to each PTI Software Product that You acquire, whether it is preinstalled on or included with a PTI hardware product, acquired separately, or downloaded by You from a PTI Web site or a third-party Web site approved by PTI. It also applies to any updates or patches to these Software Products. This license agreement does not apply to non-PTI software that's either preloaded on or downloaded to your product. Also, certain Software Products developed by or for PTI in conjunction with a third party may be governed under separate terms. Therefore, for more information on non-PTI or co-developed Software Products, please review the license agreements or terms associated with those products.

**PTI will license the Software Product to You only if You accept this Agreement. You agree to the terms of this Agreement by clicking to accept it or by installing, downloading, or using the Software Product.**

**If You do not agree to these terms, do not install, download, or use the Software Product(s).**

- **If You acquired the Software Product(s) and paid a license fee, return the Software Product to the party from whom You acquired it to obtain a refund or a credit of the amount You paid.**

- **If You acquired the Software Product(s) preinstalled on or provided with a PTI hardware product, You may continue to use the hardware product, but not the Software Product(s) covered under this Agreement.**

**"Software Product"** includes PTI Targetry Control Software or Range Control Software (whether preinstalled or provided separately) and related licensed materials such as documentation.

**"You"** and **"Your"** refer either to an individual person or to a single legal entity such as a Police Department or a Shooting Range business.

### 1. Entitlement

You must maintain Your original dated sales transaction document, such as a receipt, invoice, contract or similar document, as Your proof of Your right to use the Software Product. The transaction document specifies the usage level acquired. If no usage level is specified, You may install and use a single copy of the Software Product on a single hardware product. Your transaction document also provides evidence of Your eligibility for future upgrades, if any. For Software Products preinstalled on, included with, or distributed at no charge for use on a PTI hardware product, Your hardware product sales transaction document is also the proof of Your right to use the Software Product.

### 2. License

The Software Product is owned by PTI or a PTI supplier, and is copyrighted and licensed, not sold. PTI grants You a nonexclusive license to use the Software Product when You lawfully acquire it.

You may a) use the Software Product up to the level of use specified in Your transaction document and b) make and install copies, including a backup copy, to support such use. The terms of this Agreement apply to each copy You make. You may not remove or alter any copyright notices or legends of ownership.

If You acquire the Software Product as a program upgrade, after You install the upgrade You may not use the Software Product from which You upgraded or transfer it to another party.

You will ensure that anyone who uses the Software Product (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

You may not a) use, copy, modify, or distribute the Software Product except as provided in this Agreement or in any way that violates any applicable laws including but not limited to copyright laws; b) reverse assemble, reverse compile, or otherwise translate the Software Product except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Software Product.

PTI may terminate Your license if You fail to comply with the terms of this Agreement. If PTI does so, You must destroy all copies of the Software Product.

PTI may use System Update program to update Software Products on your system. PTI may notify you of some critical updates from time to time. Updates are classified as critical when they are needed for the system to function properly. Failure to install critical updates could result in data corruption or loss, a major system malfunction, or a



hardware failure. For example, critical updates could include an update to the hard-disk-drive firmware, a BIOS upgrade, a device-driver fix, or a fix for the operating system or other preinstalled software. You can disable this automatic feature by changing the settings of the System Update program at any time.

### **3. Transferability**

You may not transfer or assign the Software Product to any other party, except as permitted in this section. Preinstalled Software Products are licensed for use only on the PTI hardware product on which they are preinstalled or included with and may be transferred only with that PTI hardware product. They may not be transferred independent of the PTI hardware product.

### **4. Third Party Software Components and Products**

Some PTI Software Products and future updates and patches may contain third party components, which may include Microsoft Windows Pre-installation Environment. These third party components are provided to You under separate terms and conditions different from this Agreement, typically found in a separate license agreement or in a README (or similarly titled) file. The third party's license terms and use restrictions will solely govern the use of such components.

Third Party Software Products provided by PTI may be governed by the terms of this Agreement but are usually licensed by the Third Party under its own terms and conditions. Third Party Software Products that are not licensed by PTI are subject solely to the terms of their accompanying license agreements.

### **5. Software Product Specifications**

The Software Product specifications and specified operating environment information may be found in documentation accompanying the Software Product, if available, such as a README or similarly titled file, or otherwise published by PTI.

### **6. Charges**

Charges for the Software Product are based on the level of use acquired. If You wish to increase the level of use, contact PTI or the party from whom You acquired the Software Product. Additional charges may apply. If any authority imposes a duty, tax, levy or fee, excluding those based on PTI's net income, upon the Software Product, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any personal property taxes for the Software Product from the date that You acquire it.

### **7. No Warranty**

**The Software Product(s) is provided to You "AS IS."**

**SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, PTI MAKES NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE SOFTWARE PRODUCT OR TECHNICAL SUPPORT, IF ANY. PTI does not provide technical support, unless PTI specifies otherwise in writing.**

### **8. Limitation of Liability**

Circumstances may arise where, because of a default on PTI's part or other liability, You may be entitled to recover damages from PTI. In each such instance, regardless of the basis on which You are entitled to claim damages from PTI (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except and to the extent that liability cannot be waived or limited by applicable laws, PTI is liable for no more than the amount of actual direct damages suffered by You, up to the amount You paid for the Software Product. This limit does not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which PTI is required by law to be liable.

This limit also applies to PTI's suppliers and resellers. It is the maximum for which PTI, its suppliers and resellers are collectively responsible.

**UNDER NO CIRCUMSTANCES IS PTI, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, YOUR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

## **9. Consumer Rights**

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. You may have additional consumer rights under applicable local laws, which this Agreement cannot change.

## **10. General**

- a) In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- b) You agree to comply with all applicable export and import laws and regulations.
- c) Neither You nor PTI will bring a legal action under this Agreement more than two (2) years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

## **11. Dispute Resolution**

This Agreement shall be construed by and governed under the laws of the State of **California** excluding its principles of conflicts of laws and the parties hereby irrevocably agree to submit to the jurisdiction and venue of federal or state courts located in the State of **California** to resolve any dispute arising hereunder or relating hereto.

## SOLE SOURCE PURCHASE JUSTIFICATION

Submit this Form to the Procurement and Contract Services Division for Approval Prior to Placing an Order

**Date:** 02/20/18      **Department:** Police      **Requested By:** Major Curt Mansell

**Vendor Contacted & Address:**  
 Paragon Tactical Inc  
 1580 Commerce St  
 Corona, CA 92880

**Phone Number:** 951-736-9440

Give a brief description of the item or service requested; why you feel it is unique and why no other source will meet the need  
 (attach separate sheet/memo if needed)

Maintenance/Warranty contract on police firing range and associated software. Keep system up and running with current upgrades. See council packet for more detailed explanation.

Estimated Annual Cost: \$13840.00

Was the request budgeted?  Yes       No

**Term of this sole source is:** 5 year service agreement

Sole source term is valid for one year unless a contract with multiple renewals is established based on the sole source request. Any exceptions must be approved as designated below. Will a yearly contract be established based on this sole source?  Yes       No

Other Contacts	Their Responses:
Name: _____	_____
Address: _____	_____
Phone #: _____	_____
Name: _____	_____
Address: _____	_____
Phone #: _____	_____

Was the manufacturer contacted for other distributors?  Yes       No

Please explain:

They are sole proprietor for the targeting system and associated software

I concur with the above explanations and approve this request:

Department Director	Date	City Manager	Date
Procurement and Contract Services Manager	Date	Park Administrator	Date
City Clerk as approved by Council	Date		

**APPROVALS REQUIRED:**

**APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION):**

\$ 1,000 - \$ 9,999      Department Director, Procurement and Contract Services Manager Approval  
 \$ 10,000 - \$ 19,999      Department Director, Procurement and Contract Services Manager Approval City Manager Approval  
 \$ 20,000 & Above      Department Director, Procurement and Contract Services Manager Approval, City Manager & City Council Approval

**APPROVALS REQUIRED FOR PARKS & RECREATION ONLY:**

\$ 1,000 - \$ 9,999      Parks Administrator & Procurement and Contract Services Manager Approval  
 \$ 10,000 - \$ 19,999      Parks Administrator, Procurement and Contract Services Manager Approval  
 \$ 20,000 & Above      Parks Administrator, Procurement and Contract Services Manager Approval & Park Board Approval

**BILL NO. 18-**

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AN ORDINANCE APPROVING THE SOLE SOURCE ANNUAL MAINTENANCE CONTRACT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND PARAGON TACTICAL COMPANY FOR MAINTENANCE SERVICES AND SOFTWARE LICENSING FOR THE POLICE FIRING RANGE FOR A PERIOD OF FIVE YEARS IN THE AMOUNT OF \$69,200.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the Police Firing Range utilizes certain equipment and software to operate its mechanical systems and such equipment and software are proprietary in nature; and,

WHEREAS, Paragon Tactical Company is offering to enter into an annual maintenance contract, license agreement and limited warranty for a period of sixty (60) months with a total quoted cost of \$69,200.00; and,

WHEREAS, because of the proprietary nature of the equipment, maintenance and software license it is desirable to enter into such contract as a sole source provider.

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

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves and authorizes the execution, by the City Manager on behalf of the City of Lee's Summit, Missouri, of a sole source agreement with Paragon Tactical Company, which terms, quoted pricing and license are attached hereto and incorporated by reference as if fully set forth herein, providing for annual maintenance for equipment and software licensing to be used at the police firing range for a period not to exceed sixty (60) months.

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

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

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

ATTEST:

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

**BILL NO. 18-**

---

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Council for Public Safety  
*Beth Murano*

## Packet Information

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**File #:** TMP-0811, **Version:** 1

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AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE JACKSON COUNTY DRUG TASK FORCE BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITIES OF BLUE SPRINGS, BUCKNER, GRAIN VALLEY, GRANDVIEW, GREENWOOD, INDEPENDENCE, LAKE LOTAWANA, LAKE TAPAWINGO, LONE JACK, OAK GROVE, RAYTOWN, AND SUGAR CREEK, ALL OF THE STATE OF MISSOURI; MISSOURI HIGHWAY PATROL; AND JACKSON COUNTY, MISSOURI, INCLUDING THE JACKSON COUNTY SHERIFF'S OFFICE.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE JACKSON COUNTY DRUG TASK FORCE BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITIES OF BLUE SPRINGS, BUCKNER, GRAIN VALLEY, GRANDVIEW, GREENWOOD, INDEPENDENCE, LAKE LOTAWANA, LAKE TAPAWINGO, LONE JACK, OAK GROVE, RAYTOWN, AND SUGAR CREEK, ALL OF THE STATE OF MISSOURI; MISSOURI HIGHWAY PATROL; AND JACKSON COUNTY, MISSOURI, INCLUDING THE JACKSON COUNTY SHERIFF'S OFFICE.

Key Issues:

In 1997, the City Council authorized the Mayor to enter into an Agreement for Law Enforcement Services for the Jackson County Drug Task Force through Ordinance No. 4481. The Jackson County Drug Task Force has received feedback from the Missouri Department of Public Safety that the MOU in place should be updated with participating jurisdictions to reflect current operating practices. This feedback was given in response to the Drug Task Force's application for the Edward Byrne Memorial Justice Assistance Grant, which represents a significant funding source for the Drug Task Force.

Proposed Council Committee Motion:

I move to recommend approval to City Council of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE JACKSON COUNTY DRUG TASK FORCE BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITIES OF BLUE SPRINGS, BUCKNER, GRAIN VALLEY, GRANDVIEW, GREENWOOD, INDEPENDENCE, LAKE LOTAWANA, LAKE TAPAWINGO, LONG JACK, OAK GROVE, RAYTOWN, AND SUGAR CREEK, ALL OF THE STATE OF MISSOURI; MISSOURI HIGHWAY PATROL; AND JACKSON COUNTY, MISSOURI INCLUDING THE JACKSON COUNTY SHERIFF'S OFFICE.

Proposed City Council Motion:

First Motion: I move for second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE JACKSON COUNTY DRUG TASK FORCE BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITIES OF BLUE SPRINGS, BUCKNER, GRAIN VALLEY, GRANDVIEW, GREENWOOD, INDEPENDENCE, LAKE LOTAWANA, LAKE TAPAWINGO, LONE JACK, OAK GROVE, RAYTOWN, AND SUGAR CREEK, ALL OF THE STATE OF MISSOURI;

MISSOURI HIGHWAY PATROL; AND JACKSON COUNTY, MISSOURI, INCLUDING THE JACKSON COUNTY SHERIFF'S OFFICE.

Second Motion: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE JACKSON COUNTY DRUG TASK FORCE BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITIES OF BLUE SPRINGS, BUCKNER, GRAIN VALLEY, GRANDVIEW, GREENWOOD, INDEPENDENCE, LAKE LOTAWANA, LAKE TAPAWINGO, LONE JACK, OAK GROVE, RAYTOWN, AND SUGAR CREEK, ALL OF THE STATE OF MISSOURI; MISSOURI HIGHWAY PATROL; AND JACKSON COUNTY, MISSOURI, INCLUDING THE JACKSON COUNTY SHERIFF'S OFFICE.

Background:

The Jackson County Drug Task Force is a multi-jurisdictional enforcement group comprised of area law enforcement agencies. The Drug Task Force has been in place since 1998. The Drug Task Force was initiated solely for the investigation and prosecution of drug related offenses and is comprised of approximately 25 officers from cities within Jackson County. The Lee's Summit officers are assigned to serve the Lee's Summit area and remain under the direction of the Lee's Summit Chief of Police.

Impact/Analysis:

Three (3) Lee's Summit Officers are assigned to the Drug Task Force. The current agreement provides for full reimbursement for each officer.

Timeline:

Start: April 1, 2018

Finish: \_\_\_\_

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Police Department

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]



**JACKSON COUNTY DRUG TASK FORCE**  
P.O. Box 392  
Blue Springs, Missouri 64015

Dear Chief Travis Forbes:

As you know, the Jackson County Drug Task Force is a multi-jurisdictional enforcement group pursuant to a cooperative Memorandum of Understanding between participating entities. The MOU currently in place dates back to 1998. The task force has received feedback from the Missouri Department of Public Safety that the MOU should be updated to reflect current operating practices. This feedback has been given in response to the task force's application for the Edward Byrne Memorial Justice Assistance Grant, which represents a significant funding source for the task force.

Accordingly, an updated MOU has been prepared and has been approved by Jackson County, and is attached. The new MOU will take effect starting April 1, 2018. The new MOU reflects current operating practices, such as officer selection to the task force, duties of the Officer-in-Charge, and governance. Governance remains by a board of directors comprised of the entity's chief executive Peace Officer (or designee). Additionally, the Board of Directors has discussed obtaining liability coverage, in addition to an entity's existing coverage, and those efforts remain on-going.

I ask that you seek the requisite approval of the new MOU through your city. If you have any questions, please don't hesitate to contact me.

Sincerely,

Bryon Price  
Oak Grove Chief of Police &  
Chairman, JCDTF



**AGREEMENT FOR LAW ENFORCEMENT SERVICES -  
JACKSON COUNTY DRUG TASK FORCE**

This Agreement is made and entered into by and between signatories to this Agreement of the following parties:

Cities of Blue Springs, Buckner, Grain Valley, Grandview, Greenwood, Independence, Lake Lotawana, Lake Tapawingo, Lee's Summit, Lone Jack, Oak Grove, Raytown, and Sugar Creek, all of the State of Missouri; Missouri State Highway Patrol; and Jackson County, Missouri, including the Jackson County Sheriff's Office.

**RECITALS**

**WHEREAS**, the voters of Jackson County, Missouri, approved a County-wide sales tax known as the Community Backed Anti-Crime Tax ("COMBAT"), at the rate of one-quarter of one percent, to be used solely for the purpose of the arrest and prosecution, incarceration, treatment and prevention of drug related offenses and violent crimes; and the judicial processing of adult and juvenile violators of such offenses; and

**WHEREAS**, Chapter 93, Jackson County Code, provides that each year not less than 50% of the proceeds of the COMBAT tax shall be appropriated for the arrest, prosecution, and incarceration of those accused of drug related offenses and/or violent crimes; and

**WHEREAS**, pursuant to the most recent non-binding resolution of intent regarding COMBAT allocations adopted by the Jackson County Legislature, the Jackson County Drug Task Force is recommended to receive, on an annual basis, a share equal to up to 9.5% of projected COMBAT revenues; and

**WHEREAS**, Jackson County has contracted with political subdivisions located within Jackson County to carry out the goals and objectives of the COMBAT tax; and

**WHEREAS**, participation in the Drug Task Force by the parties is authorized by Section 70.220, RSMo, and Sections and 650.150 *et. seq.*, RSMo; and

**WHEREAS**, the parties to this Agreement have supported, and desire to continue to support, the JCDTF by providing to it necessary law enforcement resources; and

**WHEREAS**, it is the mutual desire and intent of the parties that the JCDTF retain its autonomy as a distinct law enforcement agency, made up of personnel and resources of the parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, and in furtherance of the recitals set forth above, the respective parties do hereby agree as follows:

- 1. Continuation.** The previously established multijurisdictional enforcement group — formed under Missouri's Intergovernmental Drug Laws Enforcement Act, and known as the Jackson County Drug Task Force — continues under this Agreement.

**FILED**  
 JAN 10 2018  
 MARY JO SPINO  
 COUNTY CLERK

2. **Term.** This Agreement will commence on April 1, 2018 and continue for so long as the COMBAT tax is in effect, provided however, that any party may withdraw from this Agreement upon providing ninety (90) days' notice to all other parties, except as otherwise provided in Section 4. Withdrawal of any party will not affect the Agreement with respect to the remaining parties.
3. **Duties of JCDTF.** The primary duties of JCDTF consist of the following:
  - A. To conduct covert and overt investigations on individuals and organizations engaged in illegal drug related activities and violent crimes.
  - B. To establish liaison with local, state, and federal prosecutors to encourage vigorous prosecution of JCDTF investigations.
  - C. To establish liaison with local, state, and federal law enforcement agencies to better coordinate drug and violent crime investigations and related intelligence.
  - D. To disseminate information to and educate the public about drug crimes.
4. **Governance.**
  - A. Governance of the JCDTF shall be by a Board of Directors. Board membership is limited to the Chief Executive Peace Officers, or their designees, of the parties. The Board shall elect a Chair, Vice-Chair, and Secretary to serve for a term of one-year.
  - B. The Board shall meet on a regular basis to provide management guidance of the JCDTF.
  - C. Day-to-day management of the operations of the JCDTF shall be by the Officer-in-Charge, who shall report to the Board.
  - D. The Board shall have authority to adopt bylaws and to take all appropriate measures and actions to accomplish the duties of the JCDTF.
  - E. The fiscal year of the JCDTF shall be from January 1 to December 31.
  - F. If a signatory to this Agreement, other than Jackson County, Missouri, fails to attend at least one (1) Board meeting in any calendar year, then that signatory will automatically be withdrawn from the JCDTF as of January 1 of the calendar year immediately following the calendar year in which the signatory did not attend a Board meeting. Reentry by the signatory previously withdrawn requires approval of the Board and re-adoption of this Agreement by the signatory's governing body.
5. **Operational Considerations.** The parties agree that the following operational considerations shall prevail throughout the duration of this Agreement:

A. *Officer in charge.*

- i. Will have full tactical control of day-to-day operations in accordance with guidelines as established by the Board. He/she shall be selected by and report to the Board.
- ii. Will be responsible for narcotics related training of JCDTF members and will devise and implement appropriate training for the members.
- iii. Will be responsible for the approval of all officer expense (travel, meals, etc.) and monies expended by JCDTF members. He/she shall receive and document all such expenditures in accordance with the policies and procedures established by the Board, State and local laws.
- iv. Will be responsible for overtime/compensation time approval, timekeeping responsibilities and submission of member's time tabulations to their respective agencies in accordance with that agencies guidelines for appointment of an employee/personnel to JCDTF.
- v. Will be responsible for providing information to the Board related to JCDTF expenditures and activities on a regular basis.
- vi. Will have authority to discontinue an officer's assignment to the JCDTF for unsatisfactory performance.

B. *JCDTF officers.*

- i. Will be selected by the OIC with coordination and consent of the respective agency, after interviews, background investigations (when appropriate), and recommendations by the applicant's employing agency, provided that the Board shall resolve any disputes regarding the filling of vacancies or assignment of officers. The Board reserves the right to refuse an officer's potential appointment to JCDTF.
- ii. Will be full-time POST certified Peace Officers. They shall be solely directed and supervised by the OIC with respect to their JCDTF duties.
- iii. Will maintain compliance with the respective agency's policies and procedures as well as the policies and procedures of the JCDTF.
- iv. Will request annual leave to the OIC, who shall, when necessary, coordinate the request with their respective agency.

6. **Liabilities and Insurance.**

- A. Each party shall maintain workmen's compensation coverage for any employees loaned, assigned or appointed to JCDTF operations. Each party will be responsible for insuring its own property. No party will be responsible for accidents caused by someone who is not its employee.
- B. The parties understand and accept that employees/personnel appointed to JCDTF remain employees/personnel of their respective departments and that those departments agree to supply necessary equipment items, and to compensate their officer(s) for personal services rendered in support of task force operations in accordance with State and Federal law applicable to the situation and subject to the availability of appropriated funds. This compensation shall include, but is not limited to, cost of wages, overtime/compensation time, liability insurance, workmen's compensation, injury, death, and retirement benefits if any.

7. **Financial Matters.** Jackson County will be responsible for financial matters related to the JCDTF. The JCDTF budget shall be submitted to the Jackson County Executive for consideration and approval by the Jackson County Legislature in accordance with Jackson County regular budget approval process. JCDTF expenditures will be processed for payment through Jackson County and its Finance Department. Grant funding must be approved and accepted by Jackson County.

8. **General Provisions.**

- A. **Periodic Review.** The Board shall periodically review this Agreement, not less than once every five years, to determine whether amendments are necessary or advisable.
- B. **No 3<sup>rd</sup> Party Benefit.** The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
- C. **No Waiver of Sovereign Immunity.** All parties agree that nothing herein shall be construed as a waiver of any party's sovereign immunity as provided for Section 537.600 *et. seq.*, RSMo.
- D. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- E. **Supersedes Prior Agreement.** This Agreement supersedes all prior agreements between the parties concerning the JCDTF.

- F. **Authority to Sign.** Each party represents that the individual signing this Agreement on its behalf has the authority to do so.
  
- G. **Modifications.** Any modification of this Agreement requires written approval by all parties.

ATTEST:

**CITY OF GRAIN VALLEY, MISSOURI:**

\_\_\_\_\_  
Theresa Osenbaugh  
City Clerk

By: \_\_\_\_\_  
Mike Todd  
Mayor  
Date: \_\_\_\_\_

ATTEST:

**CITY OF GREENWOOD, MISSOURI:**

\_\_\_\_\_  
Dorothy Watkins  
City Clerk

By: \_\_\_\_\_  
Levi Weaver  
Mayor  
Date: \_\_\_\_\_

ATTEST:

**CITY OF LAKE LOTAWANA,  
MISSOURI:**

\_\_\_\_\_  
Chris Hawkins  
City Clerk

By: \_\_\_\_\_  
Scott Miles  
Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Shannon Carmack  
City Clerk

**CITY OF LONE JACK, MISSOURI:**

By: \_\_\_\_\_  
Doug Martin  
Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rick Childers  
City Clerk

**CITY OF BUCKNER, MISSOURI:**

By: \_\_\_\_\_  
Dan Hickson  
Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Cathy Smith  
City Clerk

**CITY OF OAK GROVE, MISSOURI:**

By: \_\_\_\_\_  
Jeremy Martin  
Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jana Olivarez-Dickerson  
City Clerk

**CITY OF SUGAR CREEK, MISSOURI:**

By: \_\_\_\_\_  
Chris Soule  
Chief of Police  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheryl Morgan  
City Clerk

**CITY OF BLUE SPRINGS, MISSOURI:**

By: \_\_\_\_\_  
Carson Ross  
Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Becky Schimmel  
City Clerk

**CITY OF GRANDVIEW, MISSOURI:**

By: \_\_\_\_\_  
Leonard D. Jones, Jr.  
Mayor  
Date: \_\_\_\_\_



ATTEST:

\_\_\_\_\_  
Sarah Carnes-Lemp  
City Clerk

**CITY OF INDEPENDENCE, MISSOURI:**

By: \_\_\_\_\_  
Eileen Weir  
Mayor

ATTEST:

\_\_\_\_\_  
Denise Chisum  
City Clerk

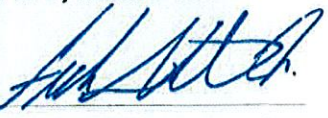
**CITY OF LEE'S SUMMIT, MISSOURI:**

By: \_\_\_\_\_  
Randy Rhoads  
Mayor  
Date: \_\_\_\_\_


ATTEST:

Mary Jo Spino  
Clerk of the Legislature


JACKSON COUNTY, MISSOURI:

By:   
Frank White, Jr.  
County Executive  
Date: 1/9/2018

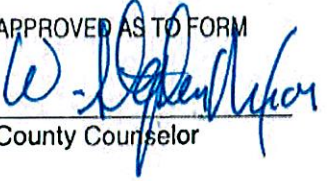
ATTEST:

  
Mary Jo Spino  
Clerk of the Legislature

JACKSON COUNTY, MISSOURI  
SHERIFF'S OFFICE:

By:   
Mike Sharp  
Sheriff  
Date: 2/1/18

APPROVED AS TO FORM

  
County Counselor

MISSOURI STATE HIGHWAY PATROL:

By: \_\_\_\_\_  
Colonel Sandra K. Karsten  
Superintendent  
Date: \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE JACKSON COUNTY DRUG TASK FORCE BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CITIES OF BLUE SPRINGS, BUCKNER, GRAIN VALLEY, GRANDVIEW, GREENWOOD, INDEPENDENCE, LAKE LOTAWANA, LAKE TAPAWINGO, LONE JACK, OAK GROVE, RAYTOWN, AND SUGAR CREEK, ALL OF THE STATE OF MISSOURI; MISSOURI HIGHWAY PATROL; AND JACKSON COUNTY, MISSOURI, INCLUDING THE JACKSON COUNTY SHERIFF'S OFFICE.

WHEREAS, the voters of Jackson County, Missouri, approved a County-wide sales tax known as the Community Backed Anti-Crime Tax ("COMBAT"), at the rate of one-quarter of one percent, to be used solely for the purpose of the arrest and prosecution, incarceration, treatment and prevention of drug related offenses and violent crimes; and the judicial processing of adult and juvenile violators of such offenses; and,

WHEREAS, pursuant to the most recent non-binding resolution of intent regarding COMBAT allocations adopted by the Jackson County Legislature, the Jackson County Drug Task Force is recommended to receive, on an annual basis, a share equal to up to 9.5% of projected COMBAT revenues; and

WHEREAS, Jackson County has contracted with political subdivisions located within Jackson County including the City of Lee's Summit to carry out the goals and objectives of the COMBAT tax and participate in Jackson County Drug Task Force; and

WHEREAS, participation in the Drug Task Force by the parties is authorized by Section 70.220, RSMo, and Sections and 650.150 *et. seq.*, RSMo; and

WHEREAS, it is the mutual desire and intent of the parties that the JCDTF retain its autonomy as a distinct law enforcement agency, made up of personnel and resources of the parties.

WHEREAS, the City of Lee's Summit has supported and desires to continue to support the JCDTF by providing law enforcement officers to the Jackson County Drug Task Force for drug enforcement purposes and entering into an updated agreement.

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

SECTION 1. That the Mayor is hereby authorized to execute the Agreement for Law Enforcement Services – Jackson County Drug Task Force by and between the City of Lee's Summit and the cities of Blue Springs, Buckner, Grain Valley, Grandview, Greenwood, Independence, Lake Lotawana, Lake Tapawingo, Long Jack, Oak Grove, Raytown, and Sugar Creek, all of the State of Missouri, Jackson County, Missouri including the Jackson county sheriff's office, and the Missouri Highway Patrol, which is attached hereto and incorporated herein by reference, on behalf of the City of Lee's Summit, Missouri.

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

**BILL NO. 18-**\_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
*Beth Murano*  
Chief Counsel of Public Safety

## Packet Information

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**File #:** TMP-0843, **Version:** 1

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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

Issue/Request:

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

Key Issues:

As part of the FY19 budget process, staff has analyzed the current schedule of fees and charges. The Airport, Fire Department, Development Center, Police Department, Public Works, and Water Utilities have identified changes as part of their respective operations and processes. The proposed changes would take effect July 1, 2017.

Proposed Committee Motion:

I move to recommend to City Council approval of 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

Background:

**Airport**

**Office Space and Enclosed Hangars:**

**Increase Hangar, Office and Tie-down Rates by 2.2% in Accordance with the CPI-U Index**

Hangar rates are reviewed annually to assess the current local market and cost of operations. As an Enterprise Fund, the Airport is expected to recuperate its operational expenses through fees and services. Whereas CPI-U increases are typically done at the beginning of the fiscal year, an increase of 2.0% was implemented half-way through the fiscal year in FY 18 which took effect on January 1, 2018. This was due to the runway construction which took place in the first half of the fiscal year and the impact it had on users. This year's Consumer Price Index (CPI) for FY 19 is 2.2% based on data as of December 31, 2017. The Airport Business Plan completed by Clough Harbour & Associates, LLP states in the Rates and Charges section on page 72 that: "**Hangar prices should be increased to reflect the Consumer Price Index (CPI) if within service area competitive market rates.**" The current projected CPI rate is felt to be within the competitive market rates of other surrounding airports.

The Charles Wheeler-Kansas City Downtown Airport increased their rates on January 1<sup>st</sup> by 2.2%. No other

Airport in the metropolitan area is reporting any plans to increase their rates at this time.

These increases will generate an additional \$850 in hangar rental revenues based on a 95% occupancy.

## **Hangar 1 Office Rental Rates**

### **New Rate Structures**

#### **Overnight Hangar Storage Fees:**

Historically, the tie down fee charged was based on the number of engines and weight of the aircraft. These fees are being combined into three categories: Piston, Jet Aircraft and Helicopters. Piston Aircraft will be charged \$15/night, Jet Aircraft will be charge \$60/night, and helicopters are charged \$15/night. It is estimated approximately \$2,000 of revenue will be generated annually by these fees; however, these changes will not net any new revenues.

#### **New Hangar Rates and Discounted Rates for Displaced Tenants**

Construction of twenty-eight new enclosed T-hangars began in early February 2018. Twenty-one of these units are slated to be ready for occupancy by July 1<sup>st</sup>, with the remainder being completed in the first quarter of the new fiscal year. Immediate occupancy of these units will be by customers who were displaced as part of the construction project to relocate taxiway Alpha. There are three different rental rates for the customers who were displaced that will span a three-year period. These rates were developed based on the type of rental units the customers were in previously; tenants in the Open-T hangars whose rate was \$112.00 with go to \$152.00, tenants in the S-hangar units whose rate was \$222.00 with go to \$262.00, and tenants in the L-hangar units whose rate was \$277.00 with go to \$317.00 for the first year. Any units that become vacant and are filled with tenants who were not impacted by the hangar removal will be rented at the full rate of \$391.00 per month.

#### **Overnight, Day and Inclement Weather Fees for Storage in Hangar 1:**

These fees will be charged to customers who request a heated hangar during the months when the heaters are running in Hangar 1. These fees are meant to cover the labor cost for moving the aircraft in/out of the hangar and cost of re-heating the hangar after the doors are opened. Overnight storage fees for temporary storage due to inclement weather and overnight fees during non-winter periods are being increased: \$75 for inclement weather, \$50 single engine piston/turbo-prop and helicopters overnight and \$75.00 for twin-piston engine aircraft. No changes are being proposed to the rates for multi-engine turbo prop or jet aircraft /turbo props. We estimate these rates will generate an additional \$1,200 annually.

#### **Overnight Tie-Down Fees for ME Turbo Props and Jets**

#### **After Hours Fee:**

Currently, a fee of \$65.00 is charged for after-hours call out. Employees who respond are paid four hours for

this service. The increase to \$85.00 is to cover employee cost to respond to after-hour call outs. With the new improved runway, the number of after-hour call outs has increased as a result of the increase in corporate and business traffic. We estimate the fee will generate approximately \$1,000 of additional revenue.

### **New Fees**

#### **De-Ice Service:**

This is a new service that in response to the frequent request from customers requesting de-ice service during winter months. This fee will cover the labor, de-ice material and maintenance cost. We estimate a conservative number of 30 for the first year which will generate a minimum of \$4,500 of additional revenue.

#### **Development Services**

The fees for building permits and related activities, both residential and commercial, have been simplified. The proposed changes will be more user friendly for staff as well as the development community. Had the proposed changes been in effect for calendar year 2017, an approximate 9% increase in revenue from building permits may have been realized. The fees are aligned with previous Council direction to recover 50% of development costs, and helps to offset costs associated with additional services that have been added as a result of the reorganization process

#### **Fire Department**

Ordinance 7815 mandates staff annually calculate the fee required to recover 50% costs associated with providing EMS/ambulance services. The formula prescribes a 21.46% increase in Ambulance fees for the FY19 fiscal year. It should be noted the majority of this increase will in turn become an insurance adjustment expense in the budget due to the lower rates of federal and private insurer reimbursement for applicable patients.

#### **Police**

Police have two proposed changes to the Schedule of Fees: The first is a new \$5 replacement fee for lost permits and/or licenses issued by police records. The second is a firing range use fee. This fee will be charged to other law enforcement agencies who use the firing range. This service is not available to the public. The fee is intended to cover partial costs incurred by renting the facility: The rangemaster must be on site while the range is in use, as well as additional operational costs such as air handlers, cleaning and lead mining associated with use.

#### **Public Works**

A right-of-way permit for Lee's Summit is calculated on a per unit basis where a unit is based on a per City block basis, but not to exceed continuous linear work of more than six hundred sixty (660) feet in length. Public Works Engineering proposes increasing the right-of-way (ROW) permit fee by \$5 per unit, raising the fee from \$75 per unit to \$80 per unit. The increase is recommended after a review of the administrative and

inspection costs associated with the permits and management of the City's ROW. The \$5 increase will result in an increase in revenue of approximately \$7,500 based on the number of permit units approved in FY17. The last increase in the ROW permit fee occurred in FY15, at which time the fee was raised from \$60 per unit to \$75 per unit.

Several permits remain listed under Public Works on the Schedule of Fees even though those permits are now managed by Development Services due to reorganization. Permits which have been moved include after hours inspections; engineering plan review and inspection fee; grading (land disturbance) permit; and water test fee.

## **Water Utilities**

### **Water Tap Fees:**

The Water Utilities Advisory Board reviewed the statements related to water tap fee performance and the projections within the tap fee model on November 29, 2017. The Board unanimously recommended the following:

- Add System Improvements
  - SE Quadrant Improvements - Ranson/Hamblen/M291 (FY2024 & 25) \$2,010,000
- Water Tap Fee Project List Update to a total of \$77,776,645
- Utilize 606 residential equivalent units for growth for (FY2018-19).
- Increase Water Tap fee residential equivalent unit to \$3,409 effective July 1, 2018 for next fiscal year (FY2018-19).

### **Water & Sewer Rates:**

The Financial Model (Cost of Service Model) that is utilized to establish the 5 year rate schedule was updated and presented to the Water Utilities Advisory Board on November 29, 2017. The Board reviewed the financial plan and determined that the plan was consistent with the financial objectives identified in the Water Utilities Strategic Plan below:

- Revenue to Expense Ratio - equal to or greater than 1:1 to ensure that system revenues are recovering expenses. (Operating Revenues divided by Operating Expenses)
- Coverage Ratio - minimum of 1.50:1 to assure that adequate revenues are maintained to satisfy debt obligations. (Net Revenues Available for Debt Service divided by Annual Debt Service Payments)
- Working Capital - working capital equal to 90 days of annual operating expenses
- Plan effectively for rate and revenue stability.
  - Incremental rate adjustments (annual review)
  - Rates are cost-based, equitable, and understandable
  - Promote water conservation
  - Adequately fund reinvestment in water and sewer infrastructure

The Board unanimously recommended to the City Council that Water and Sewer rates to append the rate schedule with a 2% increase to water and sewer rates effective January 1, 2022 as set forth by the cost of service model.



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**File #:** TMP-0843, **Version:** 1

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Presenter: Jack Feldman, Management Analyst

Recommendation: Staff recommends approval

Committee Recommendation: [Enter Committee Recommendation text Here]

## **BILL NO. 18-**

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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.

WHEREAS, the City of Lee's Summit has various fees and charges that were adopted in the past by ordinance or resolution, and in 1998 the City adopted Ordinance No. 4634, which established a Schedule of Fees and Charges that consolidated all City fees and charges into a comprehensive list; and,

WHEREAS, since adoption of Ordinance No. 4634, the Schedule of Fees and Charges has been updated numerous times through the adoption of ordinances that amended the Schedule of Fees and Charges; and,

WHEREAS, the multitude of updates and amendments to the Schedule of Fees and Charges can cause confusion as to what fees and charges are currently applicable; and,

WHEREAS, when Ordinance No. 8122, which contained the most recent amendment to the Schedule of Fees and Charges was passed on March 6, 2017; and,

WHEREAS, in order to ensure clarity for the staff and the public with respect to the fees and charges of the City, as adopted by Ordinance No. 8122 on March 6, 2017, it is the desire of the City to repeal all inconsistent ordinances and enact a single new and complete ordinance in lieu thereof that outlines the Schedule of Fees and Charges in its entirety that will be effective as of July 1, 2018.

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

SECTION 1. The Schedule of Fees and Charges, attached hereto as Exhibit A and incorporated herein by reference, be and hereby is, approved and shall be effective July 1, 2018, upon which date it shall supersede all prior versions of the Schedule of Fees and Charges.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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.

SECTION 4. That this ordinance shall be in full force and effect from and after the 1<sup>st</sup> day of July, 2018, and after its passage, adoption, and approval by the Mayor.

**BILL NO. 18-**

---

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Planning and Infrastructure  
*Nancy K. Yendes*

Exhibit A

FY19 Schedule of Fees and Charges

Current Fees:		July 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
<b>Airport</b>						
<b>FBO Offices in Administration Building 1.41/sqft</b>						
Office-Z.04 188 sqft	\$260.00		\$265			
Office-Z.05 216 sqft	\$291.00		\$304			
Office-Z.03 120 sqft			\$169			
Other Rental Space Per sf in Admin Bldg						
<b>Modular Units Rental Rates \$1.26/sqft</b>						
Office-A: 121 sqft	\$215.00		\$152			
Office-B: 121 sqft	\$215.00		\$152			
Office-C: 154 sqft	\$271.00		\$194			
Office-D: 205 sqft	\$358.00		\$258			
Office-E: 152 sqft	\$265.00		\$191			
Office-F: 49 sqft	\$86.00		\$61			
Office-G: 294 sqft	\$508.00		\$370			
<b>Hangar 1 Office Rental Rates: 1.95/sqft</b>						
East Office 156 sqft	\$271.00		\$304			
West Office 138 sqft	\$261.00		\$269			
North Office 94 sqft			\$183			
<b>Tows</b>						
Tow	15					
<del>Tow with Fuel</del>	<del>7.5</del>					
Fork Lift	\$45					
Fuel Card Replacement	\$11.00					
Hangar Key replacement	\$20/ each					
<b>Hangar Rental Fees (rounded to the nearest dollar)</b>						
F-Building, Electric doors - 53.5' x 48' "T"	\$624 per month		\$637.00			
(F) End Units Stores Rooms - 340' Extra Space	\$158 per month		\$161.00			
G-Building, Electric Doors - 41.5' x 33' "T"	\$386 per month		\$394.00			
(G) End Unit Store Rooms - 375' Extra Space	\$162 per month		\$165.00			
H-Building, Electric Doors - 41.5' x 33' "T"	\$386 per month		\$394.00			
(H) End Units Store Room - 375' Extra Space	\$162 per month		\$165.00			
P-Building electric doors - 60' x 60' "T"	\$1,831 per month		\$1,871.00			
Extra Jumbo Electric doors - 52' x 50' "T"	\$570 per month		\$582.00			
(A) End Units, 320' Extra space	\$640.00 per month		\$654.00			
J-Building-Aircraft Maintenance Facility	\$2,601.00 per month		\$2,658.00			
Jumbo Electric Doors - 50' x 40' "T"	\$431 per month		\$440.00			
(A) End Units, 250' Extra Space	\$519 per month		\$530.00			
Middle, Electric doors - 41' x 34'	\$392 per month		\$400.00			
(A) End Units, 160' Extra space	\$435 per month		\$444.00			
North, Electric Doors - 41' x 32' "T"	\$344 per month		\$351.00			
(A) End Units, 320' Extra space	\$434 per month		\$443.00			
North, Electric Doors - 42' x 33' "T"	\$369 per month		\$377.00			
(A) End Units, 160' Extra space	\$406 per month		\$414.00			
(B) End Units, 320' Extra space	\$468 per month		\$469.00			
Kingsize, Electric Doors - 40' x 29' "T"	\$324 per month		\$331.00			
(A) End Units, 160' Extra space	\$354 per month		\$369.00			
End Units, 320' Extra space	\$406 per month		\$414.00			
<del>Large, Sliding doors - 40' x 32' "T"</del>	<del>\$277 per month</del>		-			
<del>Small, Sliding doors - 38' x 27' "T"</del>	<del>\$222 per month</del>		-			
<del>Open "T"</del>	<del>\$112 per month</del>		-			
(W) Building, Electric Doors - 42' x 32' "T"	-		\$394.00			
(W) End Units Store Room - 375' Extra Space	-		\$165.00			
X-Building, Electric Doors - 42' x 32' "T"	-		\$394.00			
(X) End Unit Store Rooms - 375' Extra Space	-		\$165.00			
W or X Hangar Unit Rates for Displaced Customers From L-Hangars			\$317.00			
W or X Hangar Unit Rates for Displaced Customers From S-Hangars			\$262.00			
W or X Hangar Unit Rates for Displaced Customers From Open-T-Hangars			\$152.00			
<b>Hangar 1 Rental Monthly Rental Rates</b>						
Single Engine Piston Aircraft	\$500					
All other aircraft (Fee based on area occupied by aircraft)	\$500-\$2,000					
<b>Monthly Electrical Fees</b>						
Air Compressor	\$9.00/ month					
Fan	\$3.00/ month					
Heater Portable	\$55.00/ month					
Refrigerator	\$16.00/ month					
<b>Overnight Tie-Down Fees</b>						
Single Engine Turbo Prop and Single/Multi Engine Piston Aircraft	\$15.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more					

ME Turbo Props and Jets	\$60.00 per night; 1st night waived with 80 gallon purchase; 2nd night waived with purchase of 100 gal or more	\$75.00 per night; 1st night waived with 150 gallon purchase; 2nd night waived with purchase of 250 gal or more
Helicopter	\$15.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more	
Lavatory Service	\$45, if no fuel purchase	
<b>Power Starts</b>		
Ground Power Unit	\$45 if no fuel purchase	
<b>Preheats</b>		
Single Piston Engine	\$45	
Twin Piston Engine	\$55	
<b>De-Ice Service</b>		
Initial Fee		\$150.00
De-Ice Fluid		De-ice fluid prices are determined by market rates
<b>Ramp Service Fees for Transient Aircraft After 1 Hour</b>		
Piston Engine(s)	\$10.00 if no fuel purchase	
Jet/Turbo-Prop Aircraft	\$58.00 or 80 gallon fuel purchase	\$60.00 or 80 gallon fuel purchase
Helicopter	\$10.00 if no fuel purchase	
Minimum Fuel Service Fee	\$500	
<b>Hangar 1 Minimum Fuel Service Fee</b>		
Piston Aircraft 250 gal/year	\$500	
Jet-A Turbo Prop and Helicopters 900 gal/year	\$1,200	
Jet Aircraft 1800 gal/year	\$2,400	
<b>Other Services</b>		
Ramp Tie-down	\$59 per month	
<del>Rent-A-Car commission Fee</del>	<del>\$3.00/-car-</del>	\$0
Self-Servicing Fuel system	\$0.18/ gallon discount	
Trash Service	\$15	
<b>Temporary Storage due to inclement weather in a non-heated less than 4 Hours</b>	\$65	\$75
<b>Transient Overnight and Day Hangar Fees (Non Heated)</b>		
<del>Open</del>	<del>\$25 per night</del>	
Single engine piston/turbo-prop and Helicopters	\$45 per night	\$50
Multi-engine piston	\$60 per night	\$75
Multi-engine turbo props and jet aircraft	\$175 per night	
<b>Transient Overnight and Day Hangar Fees (Heated Hangar)</b>		
Single engine piston/turbo-prop and Helicopters	\$75 per night	
Multi-Engine Piston	\$100 per night	
Multi-engine Turbo Props and Jet Aircraft	\$175 per night	
<b>Fuel Prices</b>		
100 Low Lead	Fuel prices are determined by market rates	
Jet A	Fuel prices are determined by market rates	
Unleaded	Fuel prices are determined by market rates	
<b>Facility Fee</b>		
Jet Aircraft	.07 per gallon	
Piston Aircraft	.05 per gallon	
Hangar 1 Event Rental	\$500/use	
<b>After Hours</b>	\$65	\$85

#### Animal Control Fees

Administrative Fee- Spay-Neuter under Section 5-137	\$50.00
Breeder Permit	\$350.00 per breeder
Litter Permit	\$20.00 per litter
Hobby-Kennel or Hobby-Cattery Avocation Permit	\$40.00
Deceased Animal disposal fee	\$12.50/ animal
<b>Dog &amp; Cat License</b>	
Spayed or Neutered	\$10.00
Unaltered - 1st year of life	\$10.00
Unaltered - 2nd or subsequent year of life	\$45.00
<b>Lifetime license - Spayed or neutered dogs &amp; cats only</b>	\$50.00
*Penalty after May 1st	\$1.00

**Replacement tag	\$1.00
<b>Impoundment - Dog &amp; Cat</b>	\$20.00
Daily Boarding Fee	\$10.00 / day
<b>Impoundment of any animal - other than a dog or cat:</b>	
Large animals	\$25.00
Small animals	\$10.00
<b>Daily Feeding fee</b>	
Large animals	\$8.00/ day
Small animals	\$5.00/ day
<b>Micro-chipping</b>	\$15.00
<b>Adoption Fees:</b>	
female cats	\$80.00
male cats	\$80.00
male dogs	\$100.00
female dogs	\$100.00

#### Cemetery

Cremation Grave Space	\$500.00
Grave Space	\$1,000.00
Weekday Grave Opening	\$800.00
Weekend/Holiday Grave Opening	\$950.00
Double Deep Grave Opening (first opening)	\$50.00
Weekday Infant Grave Opening	\$300.00
Weekend/Holiday Infant Grave Opening	\$450.00
Weekday Flagging Fee	\$50.00
Weekend/Holiday Flagging Fee	\$75.00
Weekend/Holiday Columbarium Opening	\$450.00
Columbarium Niche 104 Serpentine	\$2,000.00
Columbarium Double Niche	\$4,000.00
Cremation Opening	\$300.00
Columbarium Opening (Weekday)	\$300.00
Weekend/Holiday Cremation Grave Opening	\$450.00
Double Deep Grave Opening (first opening added to grave opening charge)	\$50.00
<b>Monument foundations, footings adult (minimum \$115.20)</b>	\$0.40/ square inch
Monument foundations, footings infant (smaller than 2')	\$50.00
Purchase of unused grave (by City)	\$76.00

#### Court

Credit Card convenience fee	
	Court Fees are established by State Statutes. For more information regarding court fees. Please visit <a href="http://www.cityofils.net/Municipal-Court/Fines-and-Fees/Violations-and-Fees.aspx">http://www.cityofils.net/Municipal-Court/Fines-and-Fees/Violations-and-Fees.aspx</a>
Court Automation fee	
Ticket Surcharge	

#### Development Services

##### COMMERCIAL ACTIVITIES

Addition to Commercial	0.3498% of project construction valuation	0.40%
Alteration to Commercial	0.3299% of project construction valuation	0.40%
Addition/Alteration to Multi-family	0.3691% of project construction valuation	0.40%
Change of Tenant	0.4085% of project construction valuation	0.40%
New Commercial	0.3610% of project construction valuation	0.40%
New Multi-Family	0.4932% of project construction valuation	0.50%
New Commercial Shell Building	0.3499% of project construction valuation	0.40%
New Tenant Finish	0.4396% of project construction valuation	0.40%
Partial Commercial	0.3196% of project construction valuation	0.40%

##### RESIDENTIAL ACTIVITIES

Addition/Alteration 3 or 4 family	0.3289% of project construction valuation	0.35%
Addition/Alteration Duplex	0.3422% of project construction valuation	0.35%
Addition/Alteration Single family	0.3837% of project construction valuation	0.35%
New 3 or 4 family	0.3385% of project construction valuation	0.35%
New Duplex	0.33% of project construction valuation	0.35%
New Single family	0.3092% of project construction valuation	0.35%
Partial Residential	0.2879% of project construction valuation	0.35%

##### MISCELLANEOUS CONSTRUCTION ACTIVITIES AND OTHER FEES

Addition/Alteration to other	0.1364% of project construction valuation	0.15%
Move	0.4615% of project construction valuation	0.50%
New other	0.4508% of project construction valuation	0.45%
Repair/replace/upgrade	0.6841% of project construction valuation	0.70%
Demolition permit	\$30.00	
Minimum permit fee	\$30.00	
Board of Appeals	\$150.00	\$300
3rd and subsequent inspections	\$ 30.00 / hour	

Convert to a "Not Ready Inspection Fee" \$50 per inspection (when inspector arrives on site and the work is not ready to be inspected).

After hours inspections	\$ 45.03 / hour	\$50.00 / hour
Sidewalk Deposits	\$ 10.00 / linear foot	\$25 / linear foot
Code Abatement Services	Actual cost(s) for contracted service(s) + \$100.00 Administrative charge & \$28.00 filing fee	
Lien Release Electronic Filing Fee	\$28.00	
Water Test Fee	\$100 per sample	

Engineering Plan Review and Inspection Fee 3% of project construction valuation\*

\*The value used for determining the Engineering Plan Review and Inspection (EPRI) Fee under the Public Works section of the Schedule of Fees. It is determined by using: A) the "Engineering Estimate of Probable Construction Cost" as provided by a Development Applicant, which shall be verified by City Staff to ensure the values used by the Engineer for labor and material are current and accurate and that quantities are correct; or B) the Contract amount shown in the Development Applicant's Contract for the Project. The Project Construction Valuation will only be based upon the method shown in Subsection (B), if City Staff and the Development Applicant cannot agree on the proper amount by application of Subsection (A).

#### **Grading (Land Disturbance) Permit**

1 acre and less	\$200
Greater than 1 acre up to 3 acres	\$400
Greater than 3 acres up to 5 acres	\$600
Greater than 5 acres up to 15 acres	\$800
Greater than 15 acres up to 25 acres	\$1,000
Greater than 25 acres up to 50 acres	\$1,200
Greater than 50 acres	\$1,400

#### **LICENSING FEES**

Business Licenses	\$50.00 Flat fee
Penalty on Business License	5% per month delinquent (25% max)
Contractor License	\$25.00

#### **PLANNING FEES**

##### **Commercial Rezoning and Preliminary Development Plan**

Commercial Rezoning and Preliminary Development Plan, less than 5 acres	\$2800.00 + two legal notice publishing charge
Commercial Rezoning and Preliminary Development Plan, more than 5 acres	\$3600.00 + two legal notice publishing charge
Commercial Preliminary Development Plan, less than 5 acres	\$1800.00 + two legal notice publishing charge
Commercial Preliminary Development Plan, more than 5 acres	\$2400.00 + two legal notice publishing charge

##### **Comprehensive Plan and Other Plan Documents**

Comprehensive Plan Book	\$25.00
Comprehensive Plan on CD-ROM	\$15.00
Colored Comprehensive Plan Map only	based on size-see GIS fees under "Miscellaneous"
Comprehensive Plan Book including all appendices	\$120.00
Downtown Master Plan	\$25.00
M-150/M-291 Corridor Plan	\$25.00

##### **Final Development Plan (Residential or Commercial)**

Staff Review FDP 0-5 acres	\$600.00
Staff Review FDP over 5 acres	\$1,000.00

**Legal notice publishing charge (required for all Public Hearing applications)** \$165.00 per legal notice publishing charge

##### **Maps**

Maps using Engineering Copier - 24x36"	\$5.00
Maps using Engineering Copier - 36x48" or larger	\$10.00
Maps from GIS using plotter	based on size-see GIS fees

##### **Plans and Studies**

Historic Preservation Plan	\$20.00
Cultural Resources Study	\$20.00
Downtown Market Study	\$10.00
Downtown Traffic and Parking Study	\$20.00

##### **Residential Rezoning & Preliminary Development Plan**

Rezoning with no PDP (AG, RDR & R-1 only)	\$700.00 + two legal notice publishing charge
Residential Rezoning and Preliminary Development Plan, less than 5 acres	\$2400.00 + two legal notice publishing charge
Residential Rezoning and Preliminary Development Plan, more than 5 acres	\$3000.00 + two legal notice publishing charge
Residential Preliminary Development Plan - 0-5 acres	\$1600.00 + two legal notice publishing charge
Residential Preliminary Development Plan - over 5 acres	\$2000.00 + two legal notice publishing charge

##### **Sign Permits**

Sign Permit - permanent signs	\$100.00
Sign Permit - electric	\$100.00 + Minimum Permit Fee (See Codes Administration fees)
Sign Permit - temporary	\$50.00
Sign Permit - incidental signs	\$50.00

##### **Subdivision Plats (Residential or Commercial)**

Preliminary Plat	\$700.00 + \$ 3.00 per lot
Minor Plat	\$600.00
Final Plat	\$700.00 + \$3.00 per lot

##### **Unified Development Ord. (UDO)**

Paper	\$20.00
CD ROM	\$10.00

**Request to Amend Unified Development Ordinance (non-City initiated)**

Request to CEDC	\$100
Public Hearing Legal Notice to Paper	\$330
<b>Miscellaneous Permits and Fees</b>	
Banners on streetlight poles	\$50 application fee
Sign Application for Planning Commission action	\$200
Special Use Permit - In-Home Renewals only	\$300.00 + legal notice publishing charge
Special Use Permit (Residential or Commercial)	\$900.00 + legal notice publishing charge
Street Name Change Application	\$100.00 + legal notice publishing charge
Vacation of Right-of-Way	\$100.00 + legal notice publishing charge
Vacation of Utility Easement	\$100.00
Zoning Approval Form for Business license	no charge
Zoning Confirmation letter	\$100.00
Zoning Variance (Board of Adjustments)	\$300.00 + legal notice publishing charge

**Fire Department**

Advanced Life Support 1	\$805 resident / \$1,072 non-resident
Advanced Life Support 2	\$922 resident / \$1,202 non-resident
Basic Life Support (non-life threat)	\$698 resident / \$987 non-resident
Intra-City Hospital to Hospital Transfer	\$389
Lee's Summit Medical Center	
St. Luke's East	
Truman Medical Center- Lakewood	
Mileage	\$17.50 per mile
Standby Emergency Equipment	
Ambulance	\$150.00/ hour
Fire Truck	\$250.00/ hour

**Maps and GIS****Pre-printed Map**

CD-ROM	\$15.00
Hardcopy (Plotter - B&W or color)	
8.5 x 11	\$5.50
11 x 17	\$6.10
17 x 22	\$7.25
22 x 34	\$9.50
33 x 44	\$14.00

**Custom map\***

CD-ROM	\$25.00
Hardcopy (Plotter - B&W or Color)	
8.5 x 11	\$10.50
11 x 17	\$11.10
17 x 22	\$12.25
22 x 34	\$14.50
33 x 44	\$19.00
Custom size (36 x 48-60)	\$20.00

\*Fee includes \$10 for labor. Additional time required will be billed at \$20/ hour in 30 minute increments. Additional maps will be at base price (less labor).

**Miscellaneous****Fees for Special Events (as defined in the UDO Article 11)**

Application Fee	\$50.00
Fee for City services for special event of one (1) day or less	\$250.00
Fee for City services for special event of two (2) days	\$500.00
Fee for City services for special event of three (3) or more days	\$1,500.00
Fee for City services for 5K run on established route (maps of established routes are available from the Police Department)	
Route 1 (downtown area)	\$1,000.00
Route 2 (Ward Road area)	\$400.00
Route 3 (Legacy Park & Blackwell area)	\$500.00
Route 4 (Jefferson Street and Stuart Road area)	\$600.00

Fee for City Services for athletic events, on a route approved by City Council or City staff (not on a pre-established route for 5K runs): actual cost of service, with estimated amount, determined by City staff, to be paid prior to the event, and the difference to be reimbursed by the City or paid by the applicant following the event

Access and Search Fee	\$25.00/ hour
Application Fees:	
Cable Franchise processing fee	\$5,000 + \$200/ 1000 population Maximum \$20,001
Telecommunications services ROW use agreement processing fee	\$2,000 + \$100/ 1000 population Maximum \$5,001
Code of Ordinances (paper copy)	\$165.00
Fireworks Sales Permit Fee	\$275.00
Misc. Permits	\$100.00
Penalty on Pet License	\$1.00
Photocopies	\$0.10/ page + any applicable access & search fee

**Police**

Alarm	\$25.00 One-time Registration Fee and \$10.00 Yearly Renewal Fee
Fingerprints	\$5.00/ 3 cards resident or \$10.00/ 3 cards non-resident
Hourly services	\$30/ hr +\$10/hr if police vehicle is used



<b>Records Fees</b>						
Initial Report Copy	\$5.00					
Microfilmed Copies	\$10.00					
Certified Reports	\$20.00					
Security Registration	\$50.00					
Replacement Fee			\$5.00			
Firing Range Use Fee			\$200 half day / \$400 full day			
*Note: Not open to public; partner law enforcement agencies only						
<b>Solicitor Permit</b>						
Up to 180 days	\$50.00					
Between 181 - 365 days	\$100.00					
Special Detail Services	\$43.00					
Audio cassette, CD, DVD, VHS	\$40.00					
<b>Public Works</b>						
Temporary Traffic Control Permit	No charge. Permit is required for temporary traffic control.					
Blasting Permit	\$150.00 per blasting application					
Decorative Sign Post	Where an existing pole is being replaced that meets the current standards, the fee is 100% total material and labor cost (est. \$130.00) Where an existing pole is being replaced that does not meet current standards, the fee is the cost difference between the standard pole and decorative pole (est. \$35.00)					
Design and Construction Manual	\$50.00 per hard copy \$5.00 per CD					
Right-of-Way Permit	\$75 per unit		\$80 per unit			
<b>Water Utilities</b>						
After Hours Reactivation Charge	\$25.00	\$50.00				
Annual Cooling Tower / Irrigation Sub-Meter charge per meter	\$50.00	\$50.00				
Builders Water Deposit	\$50.00	\$50.00				
Bulk Water Sales / per 1,000 gal	\$5.41		\$5.60	\$5.80	\$6.00	\$6.10
Discharge Sewer Rates (regardless of source) / per 1,000 gal	\$5.42		\$5.59	\$5.76	\$5.94	\$6.05
<b>Hydrant Meters</b>						
3/4" meter	\$200 deposit, \$2.50 per day + commercial water rate	\$200 deposit, \$5.00 per day + minimum 100 gallons per day @ commercial water rate				
2" meter	\$500 deposit, \$3.00 per day + commercial water rate	\$500 deposit, \$10.00 per day + minimum 250 gallons per day @ commercial water rate				
<b>Infrastructure Repair</b>						
	manpower hours + 30% for benefits, cost of materials or purchase price and cost for vehicles or equipment used in the repair	manpower hours + 35% for benefits, cost of materials or purchase price + cost for vehicles or equipment used in the repair				
<b>Miscellaneous Service including After Hours</b>						
<b>Monthly Sewer Base Charge per Meter size (inches)</b>						
5/8	\$14.15	\$14.58	\$15.02	\$15.48	\$15.77	
3/4	\$15.84	\$16.32	\$16.81	\$17.32	\$17.67	
1	\$21.22	\$21.86	\$22.52	\$23.20	\$23.64	
1 1/2	\$28.29	\$29.14	\$30.02	\$30.93	\$39.41	
2	\$42.44	\$43.72	\$45.04	\$46.40	\$63.05	
3	\$49.51	\$51.00	\$52.53	\$54.11	\$78.80	
4	\$56.58	\$58.28	\$60.03	\$61.84	\$110.31	
6	\$70.72	\$72.85	\$75.04	\$77.30	\$157.58	
8	\$84.87	\$87.42	\$90.05	\$92.76	\$189.10	
10	\$99.01	\$101.99	\$105.05	\$108.21	\$236.37	
<b>Monthly Water Base Charge per Meter size (inches)</b>						
5/8	\$9.95	\$10.25	\$10.56	\$10.88	\$11.10	
3/4	\$11.14	\$11.48	\$11.83	\$12.19	\$12.44	
1	\$14.92	\$15.37	\$15.84	\$16.32	\$16.64	
1 1/2	\$24.86	\$25.61	\$26.38	\$27.18	\$27.71	
2	\$39.77	\$40.97	\$42.20	\$43.47	\$55.40	
3	\$59.66	\$61.45	\$63.30	\$65.20	\$88.63	
4	\$79.54	\$81.93	\$84.39	\$86.93	\$110.78	
6	\$99.43	\$102.42	\$105.50	\$108.67	\$132.92	
8	\$149.14	\$153.62	\$158.23	\$162.98	\$188.29	
10	\$298.28	\$307.23	\$316.45	\$325.95	\$387.66	
Penalty Rate (water & sewer) outstanding balances	5%	5%				
Plumbers Bond Deposit	\$375.00	\$375.00				
Reactivate Water Charge	\$15.00	\$25.00				
Returned Payment	\$25.00	\$25.00				
Service Activation Charge	\$10.00	\$10.00				
<b>Service Rates (receiving Water through permanent meters)</b>						
Commercial Rates / per 1,000 gal	\$5.02	\$5.18	\$5.34	\$5.51	\$5.60	
Residential Rates / per 1,000 gal						
for the first 7,000 gal	\$4.26	\$4.39	\$4.53	\$4.67	\$4.77	
7,000-15,000 gal	\$5.02	\$5.18	\$5.34	\$5.51	\$5.60	
over 15,000 gal	\$6.27	\$6.46	\$6.67	\$6.86	\$7.00	
Sewer Connection Fee / per drain opening	\$30.00	\$30.00				
Sewer Improvement Fee (Maybrook) / per drain opening	\$42.61	\$42.61				

<b>Sewer Improvement Fee (Middle Big Creek) / per drain opening</b>	\$33.48	\$33.48
<b>WATER - SYSTEM DEVELOPMENT CHARGES</b>		
<b>Water Tap Fees (Based on Meter Size) and Meter Set-up</b>		
<b>5/8" x 3/4"</b>		
Tap Charge	\$3,343.00	\$3,409.00
Meter Set-up	\$431.83	\$408.37
<b>3/4"</b>		
Tap Charge	\$5,572.00	\$5,693.00
Meter Set-up	\$475.93	\$454.52
<b>1"</b>		
Tap Charge	\$8,915.00	\$9,102.00
Meter set-up	\$657.68	\$656.17
<b>1 1/2"</b>		
<b>Displacement</b>		
Tap Charge	\$11,143.00	\$11,363.00
Meter set-up	\$2,781.53	\$2,355.55
<b>2"</b>		
<b>Displacement</b>		
Tap Charge	\$22,287.00	\$22,738.00
Meter set-up	\$2,715.81	\$2,307.98
<b>Compound</b>		
Tap Charge	\$35,659.00	\$36,374.00
Meter Set-up	Quote	Quote
<b>3"</b>		
<b>Class I &amp; II Turbine (With Water Utilities Director Approval)</b>		
Tap Charge	\$78,003.00	\$79,543.00
Meter set-up	Quote	Quote
<b>Compound</b>		
Tap Charge	\$71,317.00	\$72,725.00
Meter Set-up	Quote	Quote
<b>4"</b>		
<b>Class I Turbine (With Water Utilities Director Approval)</b>		
Tap Charge	\$133,720.00	\$136,360.00
Meter Set-up	Quote	Quote
<b>Class II Turbine (With Water Utilities Director Approval)</b>		
Tap Charge	\$140,406.00	\$143,178.00
Meter Set-up	Quote	Quote
<b>Compound</b>		
Tap Charge	\$111,433.00	\$113,633.00
Meter Set-up	Quote	Quote
<b>6"</b>		
<b>Class I Turbine (With Water Utilities Director Approval)</b>		
Tap Charge	\$278,583.00	\$284,083.00
Meter Set-up	Quote	Quote
<b>Class II Turbine (With Water Utilities Director Approval)</b>		
Tap Charge	\$312,013.00	\$318,173.00
Meter Set-up	Quote	Quote
<b>Compound</b>		
Tap Charge	\$222,867.00	\$227,267.00
Meter Set-up	Quote	Quote
<b>8"</b>		
<b>Class I Turbine (With Water Utilities Director Approval)</b>		
Tap Charge	\$401,160.00	\$409,080.00
Meter Set-up	Quote	Quote
<b>Class II Turbine (With Water Utilities Director Approval)</b>		
Tap Charge	\$534,880.00	\$545,440.00
Meter Set-up	Quote	Quote
<b>Compound</b>		
Tap Charge	\$356,587.00	\$363,638.00
Meter Set-up	Quote	Quote
<b>10"</b>		
<b>Class I Turbine (With Water Utilities Director Approval)</b>		
Tap Charge	\$646,313.00	\$659,073.00
Meter Set-up	Quote	Quote
<b>Class II Turbine (With Water Utilities Director Approval)</b>		
Tap Charge	\$846,893.00	\$863,613.00
Meter Set-up	Quote	Quote
<b>Compound</b>		
Tap Charge	\$512,593.00	\$522,713.00
Meter Set-up	Quote	Quote

## Packet Information

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**File #:** 2018-1893, **Version:** 1

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PRESENTATION OF THE JANUARY GENERAL FUND FINANCIAL DASHBOARD

Issue/Request:

PRESENTATION OF THE JANUARY GENERAL FUND FINANCIAL DASHBOARD

Key Issues:

The FY18 Monthly Financial Report for January is the YTD budget performance of the General Fund as of January 31. Preliminary unaudited total revenue is \$46,580,710. This is \$872,554 (-1.8%) below budgeted total revenue, which is primarily a result of expected transactions not posted as of yet. Preliminary total expenditure for December YTD is \$40,608,824.

Background:

**Revenue Details:**

*Intergovernmental:* This revenue category primarily is in the form of grants reimbursing the City for overtime costs in the Police Department. If this category is under budget, that means we have not incurred the cost or have yet to be paid.

*Charges for Service:* The Ambulance Fee revenue for January is yet to post, creating a variance in the budgeted vs actual for this revenue account.

*Other:* The Capital Projects reimbursement for the first and second quarters are yet to post. When it does, it is expected to be within budgeted amounts.

*Transfers in:* Transfers in have been scheduled monthly, in variance to the budget spread. This will even out as the year progresses.

**Expenditure Details:**

Total Expenditure of the General Fund through January 31, 2018, is \$40,608,824. Preliminary total expenditures are currently 2.7% below budgeted amounts YTD. The Worker's Compensation premium to the City's self-funded insurance occurred in variance to the spread, but at the annual budgeted amount. This will even out as the year progresses in Personal Services. Other Supplies and Services is currently running below budget as a result of the PILOT Disbursement not posted as of yet.

Presenter: Jack Feldman, Management Analyst

Recommendation: N/A

**FY18 Monthly Financial Report - January**

**GENERAL FUND REVENUES FOR FY2018**

Revenue Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Property Tax	\$18,726,340	\$18,445,536	\$280,804	1.5%	\$18,028,791	\$697,549	3.9%
Net Sales Tax	\$9,735,510	\$9,678,060	\$57,450	0.6%	\$9,238,977	\$496,533	5.4%
Sales Tax	\$10,093,130	\$10,016,183	\$76,947	0.8%	\$9,722,471	\$370,659	3.8%
EATs	(\$357,620)	(\$338,122)	(\$19,498)	5.8%	(\$483,494)	\$125,874	-26.0%
Franchise Tax							
Natural Gas	\$957,396	\$931,549	\$25,847	2.8%	\$849,478	\$107,918	12.7%
Telephone	\$1,312,394	\$1,452,686	(\$140,292)	-9.7%	\$1,579,851	(\$267,457)	-16.9%
Electric	\$4,785,554	\$4,690,840	\$94,714	2.0%	\$4,730,158	\$55,396	1.2%
Cable TV	\$910,994	\$1,017,848	(\$106,854)	-10.5%	\$902,227	\$8,767	1.0%
Motor Vehicle Taxes	\$2,183,796	\$2,162,627	\$21,169	1.0%	\$2,140,941	\$42,855	2.0%
Other Taxes	\$209,109	\$207,919	\$1,190	0.6%	\$214,436	(\$5,327)	-2.5%
Fines & Forfeitures	\$643,078	\$820,072	(\$176,994)	-21.6%	\$720,226	(\$77,148)	-10.7%
Licenses, Permits & Fees	\$1,514,775	\$1,293,422	\$221,353	17.1%	\$1,453,152	\$61,623	4.2%
Intergovernmental	\$384,975	\$504,034	(\$119,059)	-23.6%	\$597,437	(\$212,462)	-35.6%
Charges for Service	\$3,983,685	\$4,389,776	(\$406,091)	-9.3%	\$3,818,169	\$165,516	4.3%
Investment Earnings	\$86,201	\$34,446	\$51,755	150.2%	-\$16,140	\$102,341	-634.1%
Other	\$548,436	\$819,934	(\$271,498)	-33.1%	\$827,922	(\$279,486)	-33.8%
Transfers In	\$598,467	\$1,004,515	(\$406,048)	-40.4%	\$605,134	(\$6,667)	-1.1%
<b>Total</b>	<b>\$46,580,710</b>	<b>\$47,453,264</b>	<b>(\$872,554)</b>	<b>-1.8%</b>	<b>\$45,690,759</b>	<b>\$889,951</b>	<b>1.9%</b>

**GENERAL FUND EXPENDITURES FOR FY2018**

Expenditure Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Personal Services	\$27,598,199	\$26,855,768	\$742,431	2.7%	\$26,429,984	\$1,168,215	4.4%
Supplies for Resale	\$157,609	\$220,000	(\$62,391)	-28.4%	\$147,315	\$10,294	7.0%
Other Supplies & Services	\$5,191,854	\$6,512,837	(\$1,320,983)	-20.3%	\$5,729,332	(\$537,478)	-9.4%
Repairs & Maintenance	\$924,611	\$926,620	(\$2,009)	-0.2%	\$897,873	\$26,738	3.0%
Utilities	\$876,704	\$1,020,280	(\$143,576)	-14.1%	\$879,908	(\$3,204)	-0.4%
Fuels & Lubricants	\$154,918	\$324,390	(\$169,472)	-52.2%	\$233,951	(\$79,033)	-33.8%
Miscellaneous	\$21,926	\$109,378	(\$87,452)	-80.0%	\$35,694	(\$13,768)	-38.6%
Interest	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%
Capital Outlay	\$293	\$32,026	(\$31,733)	-99.1%	\$19,319	(\$19,026)	0.0%
Interdepartment Charges	\$3,695,202	\$3,683,732	\$11,470	0.3%	\$3,441,312	\$253,890	7.4%
Transfers	\$2,046,894	\$2,046,894	\$0	0.0%	\$818,210	\$1,228,684	150.2%
<b>Total</b>	<b>\$40,668,210</b>	<b>\$41,731,925</b>	<b>(\$1,063,715)</b>	<b>-2.5%</b>	<b>\$38,632,898</b>	<b>\$2,035,312</b>	<b>5.3%</b>

**Revenue Over/Under Exp:      \$5,912,500      \$5,721,339      \$7,057,861**

\*As of February 24, 2018

## Packet Information

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**File #:** 2018-1927, **Version:** 1

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PRESENTATION OF THE FY2019 REVENUE FORECAST

Issue/Request:

PRESENTATION OF THE FY2019 REVENUE FORECAST

Key Issues:

Each year as part of the budget process, staff forecasts the revenue, both recurring and one-time, that will be available for budget planning purposes in the General Fund. The forecasted FY19 General Fund Revenue is \$70,877,112. This represents a 2.94% increase over the FY18 Budget and 2.17% increase over the FY18 Year End Projection. Staff will present assumptions in making these forecasts for each revenue category.

Presenter: Jack Feldman, Management Analyst

Recommendation: N/A

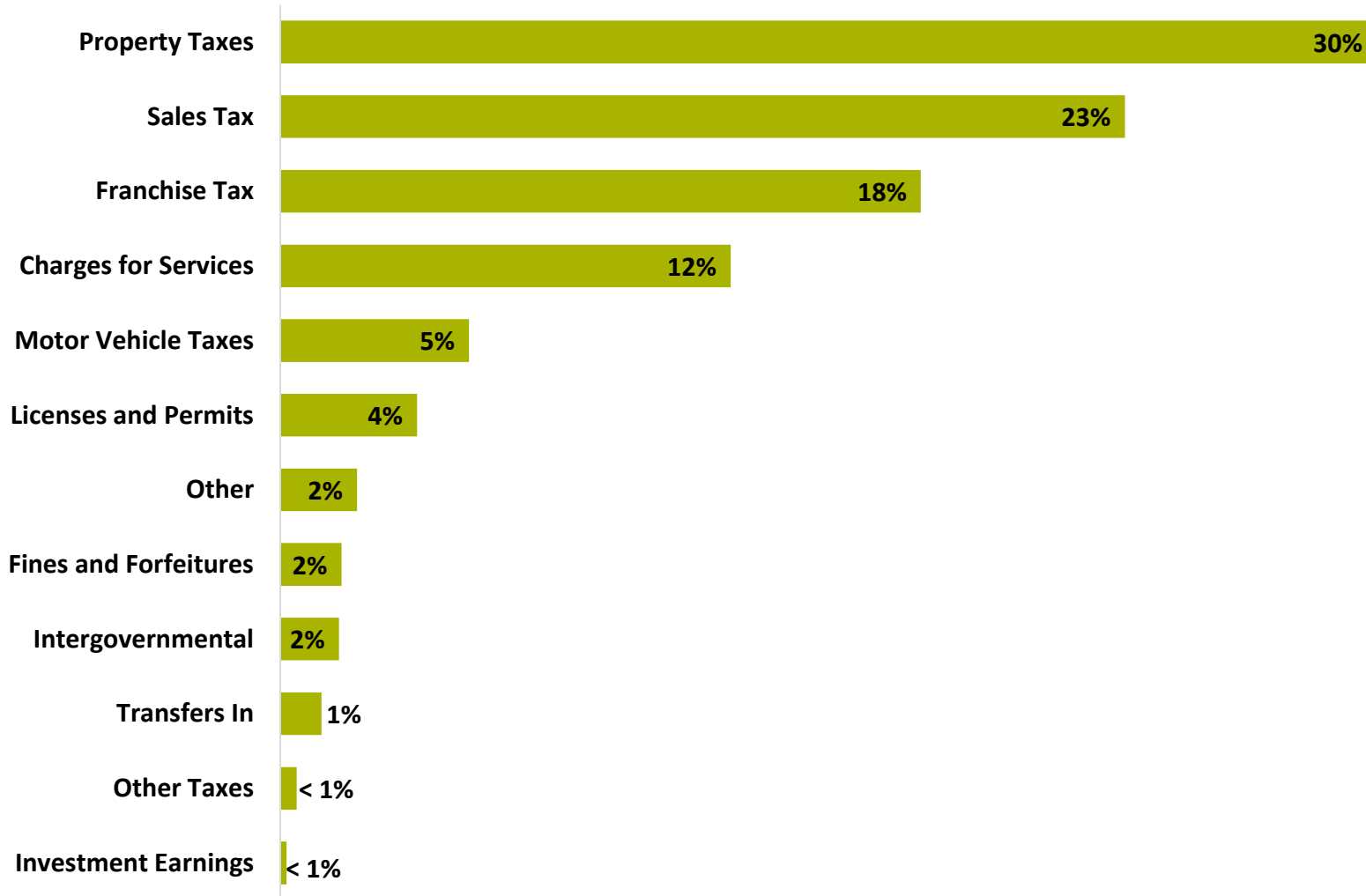
Committee Recommendation: N/A

# **FY19 Revenue Forecast**

Finance & Budget Committee

March 5, 2018

# Overview of Major Revenues



# Budget Estimate Considerations

- Population growth
- Data trends
- Changes in price or Schedule of Fees
- Changes in legislation
- Micro/macroeconomic trends
- New development



# FY19 Revenue Forecast

	2017	2018	2018	2019	Change from FY18 Budget		Change from FY18 Proj	
	Actuals	Budget	Proj	Request	\$	%	\$	%
Property Taxes	20,288,003	20,508,192	20,745,963	21,477,628	969,436	4.73%	731,665	3.53%
Sales Tax	15,582,207	16,197,424	16,148,100	16,548,415	350,991	2.17%	400,315	2.48%
Franchise Tax	12,941,800	13,037,427	13,059,149	12,551,078	-486,349	-3.73%	-508,071	-3.89%
Motor Vehicle Taxes	3,663,029	3,671,162	3,671,162	3,694,490	23,328	0.64%	23,328	0.64%
Other Taxes	332,015	324,597	331,569	322,690	-1,907	-0.59%	-8,879	-2.68%
Fines and Forfeitures	1,308,667	1,405,838	1,215,355	1,199,105	-206,733	-14.71%	-16,250	-1.34%
Licenses and Permits	2,691,658	2,411,880	2,411,880	2,678,300	266,420	11.05%	266,420	11.05%
Intergovernmental	1,163,681	1,008,067	1,008,067	1,148,065	139,998	13.89%	139,998	13.89%
Charges for Services	6,244,364	7,570,459	7,612,020	8,826,224	1,255,765	16.59%	1,214,204	15.95%
Investment Earnings	92,659	56,845	72,240	120,000	63,155	111.10%	47,760	66.11%
Other	1,559,207	1,659,600	1,982,244	1,504,100	-155,500	-9.37%	-478,144	-24.12%
Sale of Property	0	0	108,233	0	0	0.00%	-108,233	-100.00%
Transfers In	1,008,788	1,004,515	1,004,515	807,018	-197,497	-19.66%	-197,497	-19.66%
<b>Total</b>	<b>66,876,078</b>	<b>68,856,006</b>	<b>69,370,496</b>	<b>70,877,112</b>	<b>2,021,106</b>	<b>2.94%</b>	<b>1,506,616</b>	<b>2.17%</b>



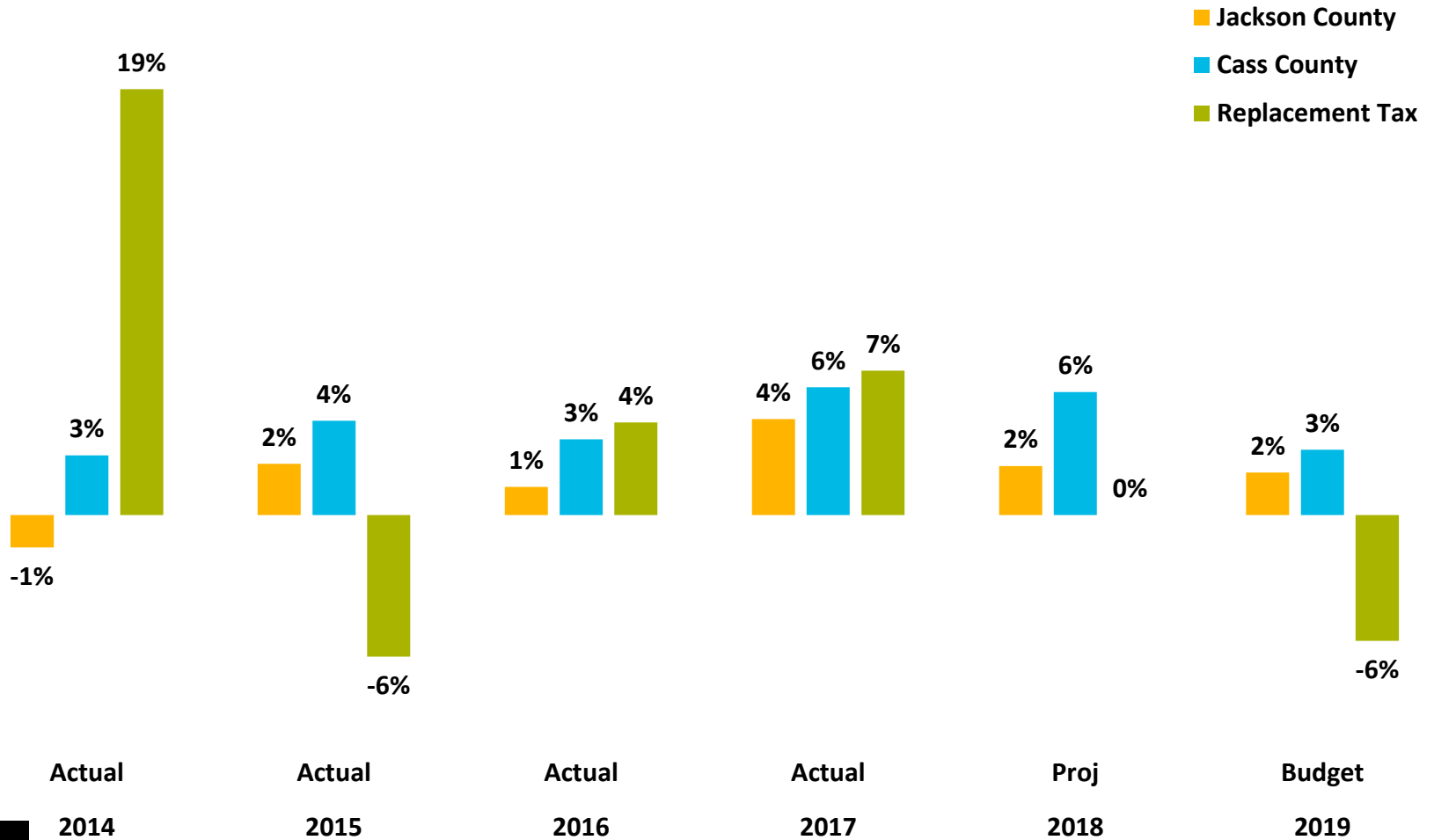
# Property Tax

	2017	2018	2018	2019	Change from FY18 Budget		Change from FY18 Proj	
	Actuals	Budget	Proj	Request	\$	%	\$	%
Property Taxes- Jackson	15,926,090	16,176,233	16,356,601	16,683,733	507,500	3.14%	327,132	2.00%
Property Taxes Cass	454,012	467,956	480,818	495,242	27,286	5.83%	14,424	3.00%
RR Tax - Jackson	410,510	410,510	341,210	334,486	-76,024	-18.52%	-6,724	-1.97%
RR Tax - Cass	10,879	10,879	9,904	9,954	-925	-8.50%	50	0.50%
Replacement Tax	1,704,297	1,652,146	1,704,297	1,607,381	-44,765	-2.71%	-96,916	-5.69%
Payment in Lieu of Taxes	1,782,216	1,790,468	1,853,132	2,346,832	556,364	31.07%	493,700	26.64%
<b>Total</b>	<b>20,288,003</b>	<b>20,508,192</b>	<b>20,745,963</b>	<b>21,477,628</b>	<b>969,436</b>	<b>4.73%</b>	<b>731,665</b>	<b>3.53%</b>

## Considerations:

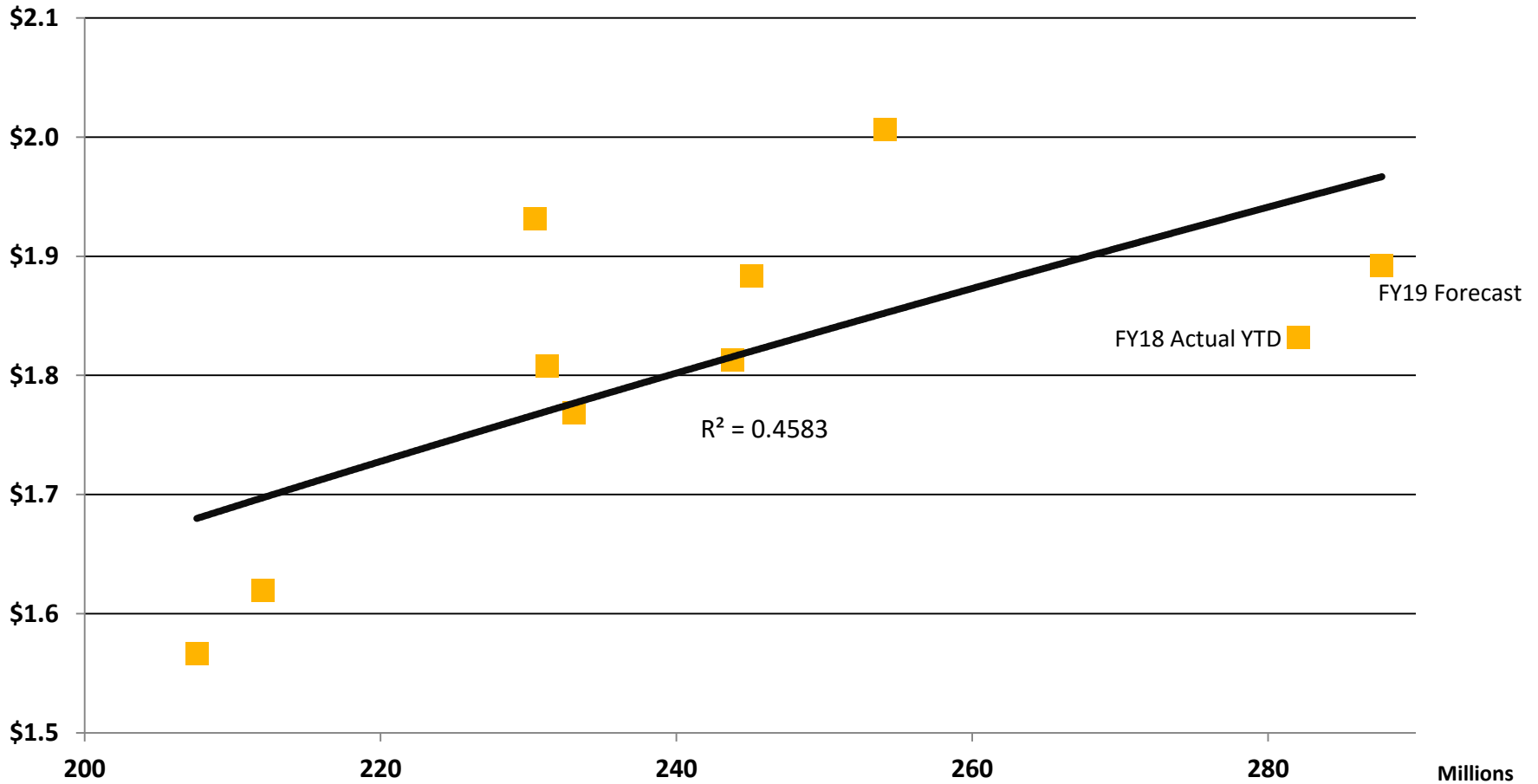
- Actual property tax assessments from CY2017
- Hancock Amendment levy calculations
- 3-year average replacement tax

# Property Tax Annual Change



# Replacement Tax

Commercial Assessed Value (x) vs Replacement Tax (y)



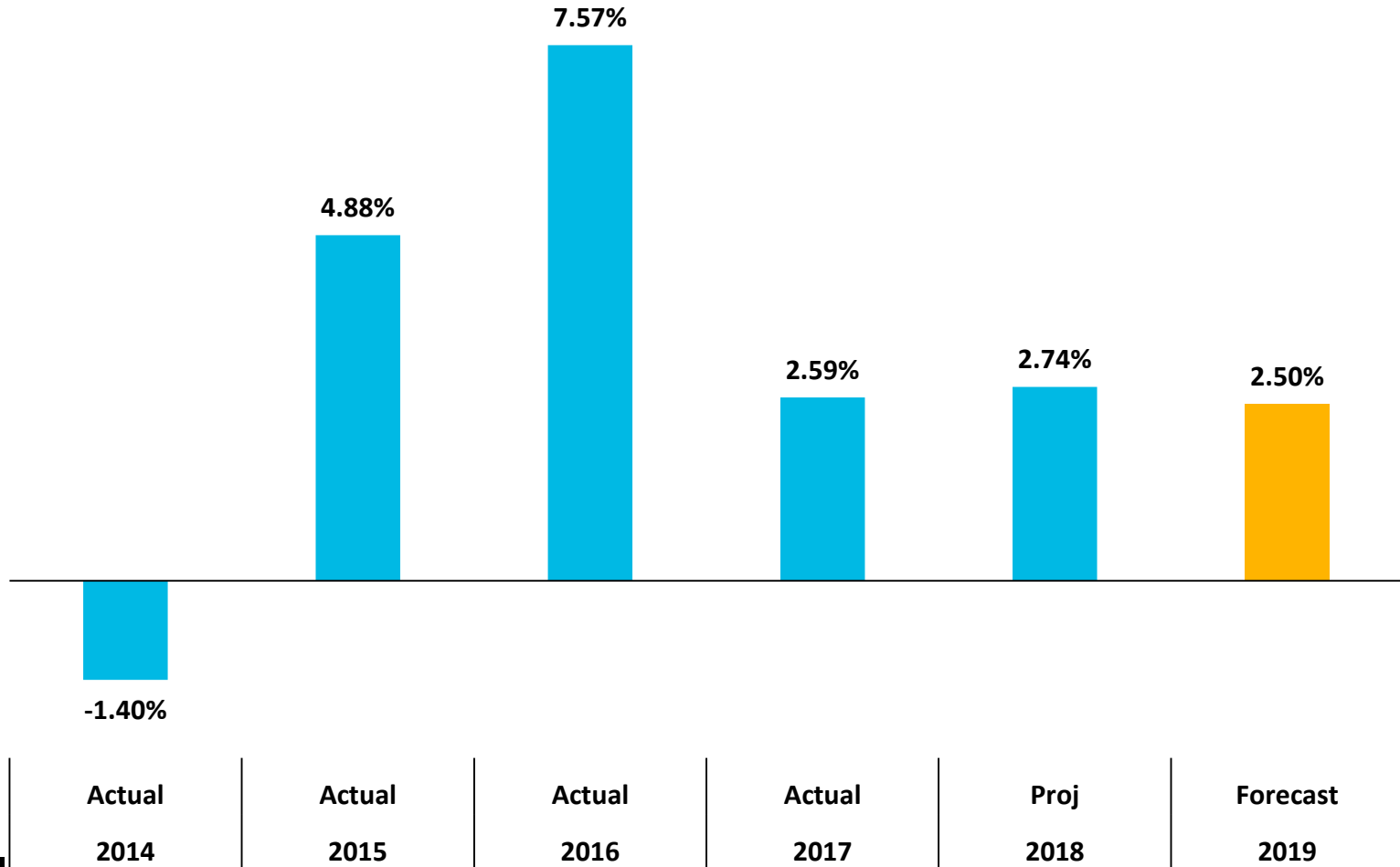
# Sales Tax

	2017	2018	2018	2019	Change from FY18 Budget		Change from FY18 Proj	
	Actuals	Budget	Proj	Request	\$	%	\$	%
<b>Gross Sales Tax</b>	16,062,009	16,825,437	16,825,437	17,246,073	420,636	2.50%	420,636	2.50%
<b>EATs</b>	-794,612	-628,013	-677,337	-697,658	-69,645	11.09%	-20,321	3.00%
<b>Total</b>	<b>15,267,397</b>	<b>16,197,424</b>	<b>16,148,100</b>	<b>16,548,415</b>	<b>350,991</b>	<b>2.17%</b>	<b>400,315</b>	<b>2.48%</b>

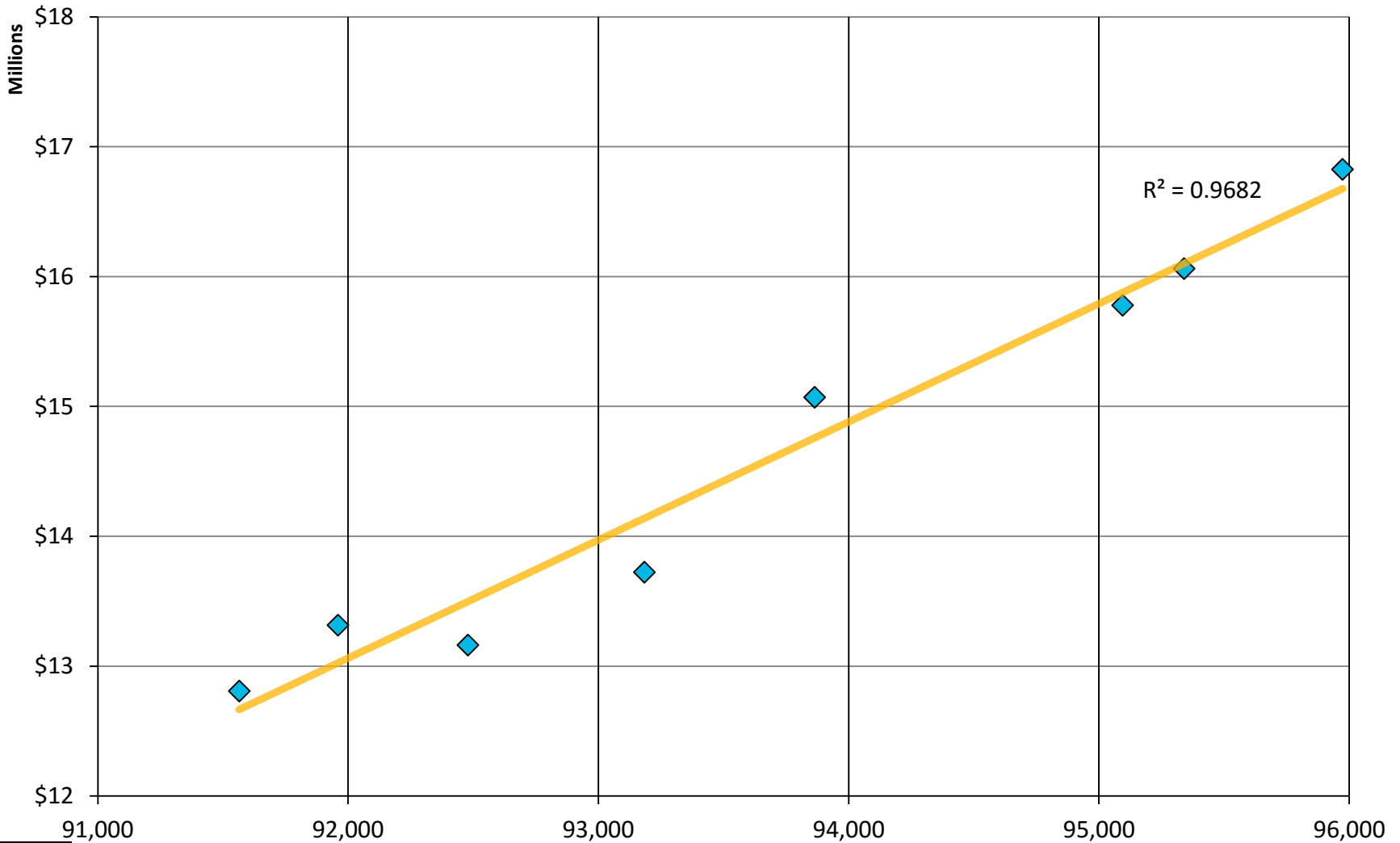
## Considerations:

- Assumes 2.5% growth over FY2018
- Population growth
- Inflation
- Additional multi-family and SFR development contributing to growth
- New Longview generating additional EATs in FY2018

# Gross Sales Tax Annual Change



# Population vs Sales Tax (2011-2018)



# Franchise Tax

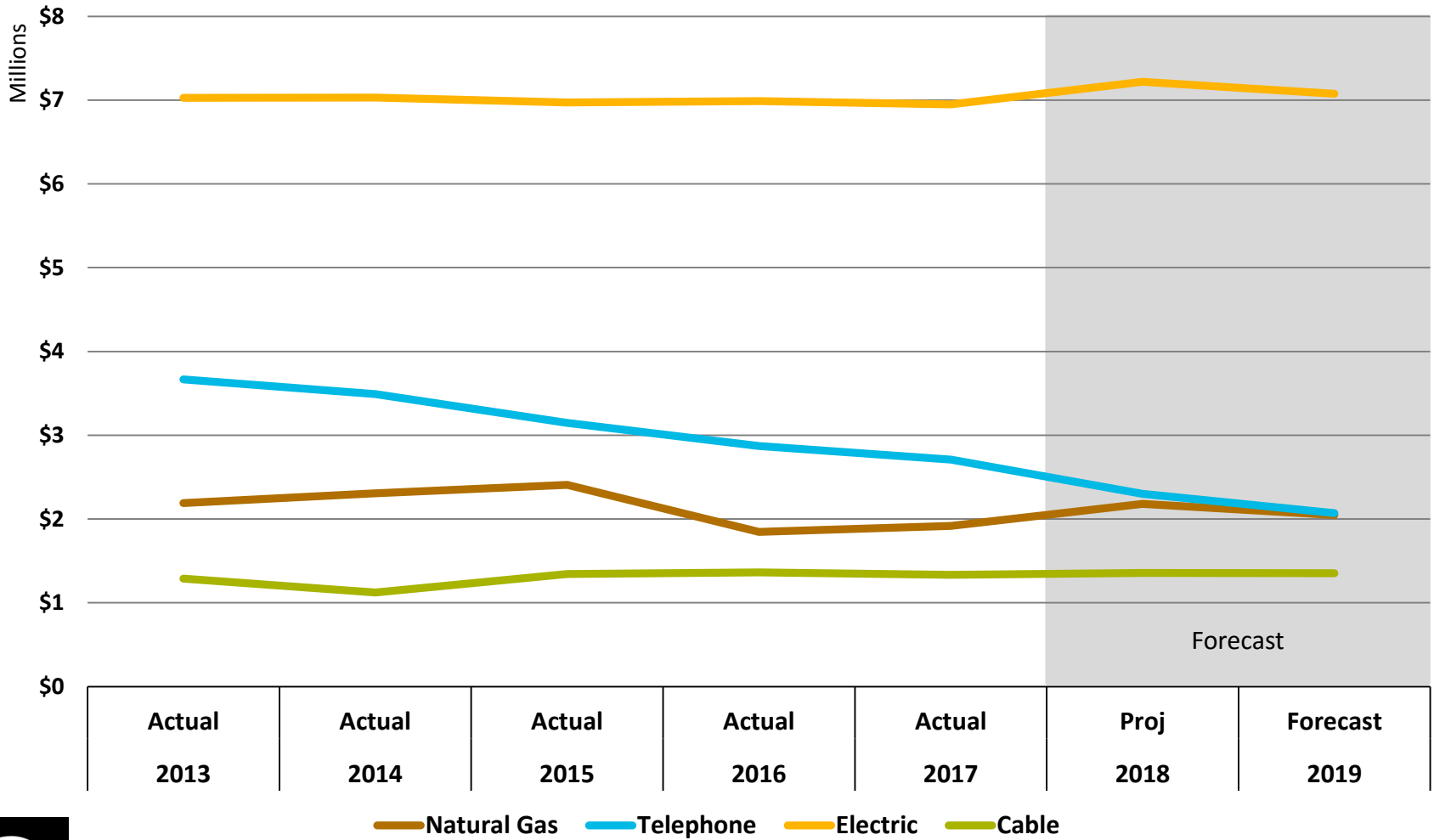
	2017	2018	2018	2019	Change from FY18 Budget		Change from FY18 Proj	
	Actuals	Budget	Proj	Request	\$	%	\$	%
<b>Natural Gas</b>	1,917,253	2,111,130	2,180,094	2,048,673	-62,457	-2.96%	-131,421	-6.03%
<b>Telephone</b>	2,708,971	2,452,864	2,301,785	2,071,607	-381,257	-15.54%	-230,178	-10.00%
<b>Electric</b>	6,950,954	7,116,302	7,220,139	7,076,104	-40,198	-0.56%	-144,035	-1.99%
<b>Cable TV</b>	1,334,635	1,357,131	1,357,131	1,354,694	-2,437	-0.18%	-2,437	-0.18%
<b>Total</b>	<b>12,911,813</b>	<b>13,037,427</b>	<b>13,059,149</b>	<b>12,551,078</b>	<b>-486,349</b>	<b>-3.73%</b>	<b>-508,071</b>	<b>-3.89%</b>

## Considerations:

- Natural Gas: 2-year average
- Telephone: -10% from FY18 Proj
- Electric: 3-year average
- Cable TV: 3-year average



# Franchise Tax



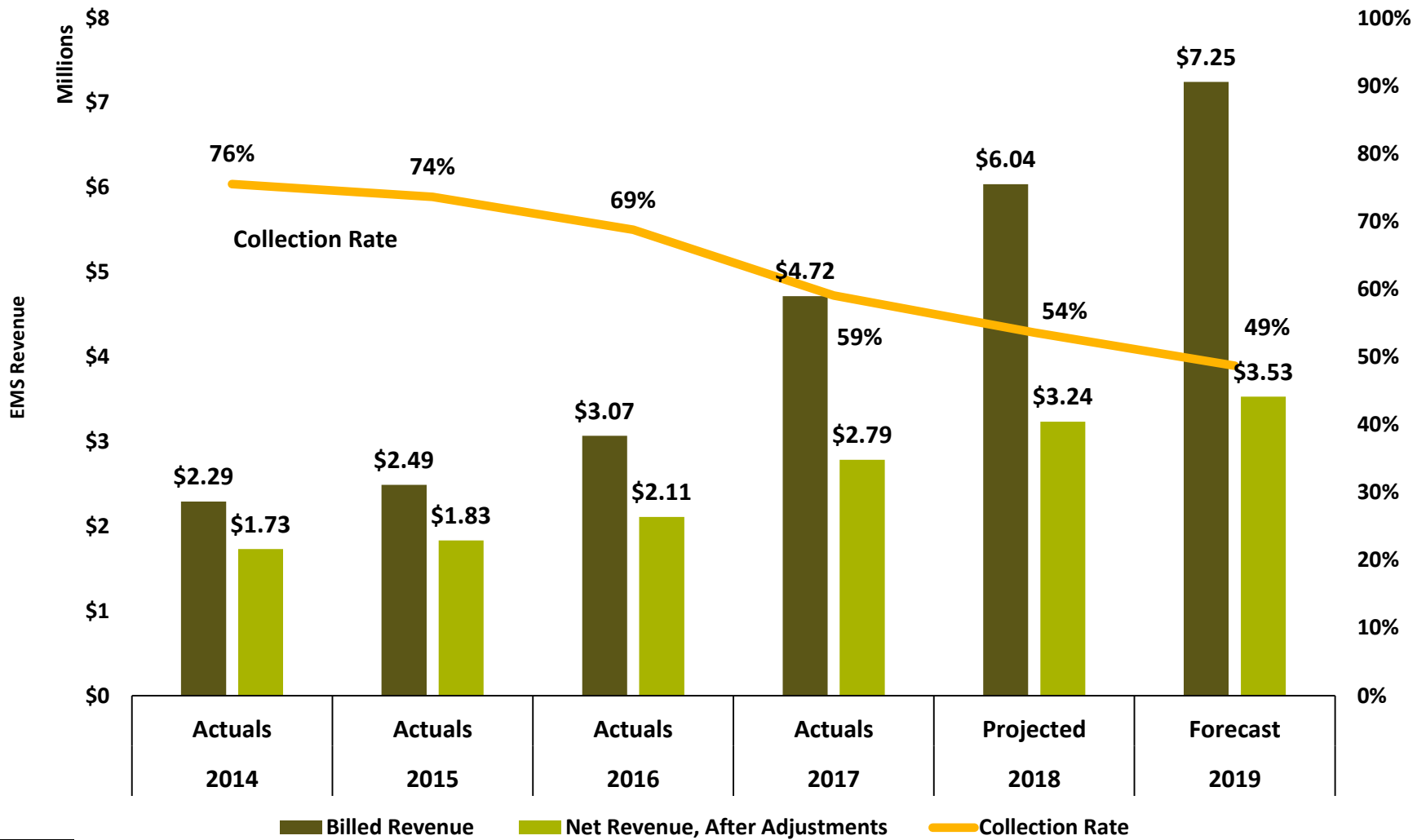
# Other Revenue

	2017	2018	2018	2019	Change from FY18 Budget		Change from FY18 Proj	
	Actuals	Budget	Proj	Request	\$	%	\$	%
<b>Motor Vehicle Taxes</b>	3,663,029	3,671,162	3,671,162	3,694,490	23,328	0.64%	23,328	0.64%
<b>Other Taxes</b>	332,015	324,597	331,569	322,690	-1,907	-0.59%	-8,879	-2.68%
<b>Fines and Forfeitures</b>	1,308,667	1,405,838	1,215,355	1,199,105	-206,733	-14.71%	-16,250	-1.34%
<b>Licenses and Permits</b>	2,691,658	2,411,880	2,411,880	2,678,300	266,420	11.05%	266,420	11.05%
<b>Intergovernmental</b>	1,163,681	1,008,067	1,008,067	1,148,065	139,998	13.89%	139,998	13.89%
<b>Charges for Services</b>	6,244,364	7,570,459	7,612,020	8,826,224	1,255,765	16.59%	1,214,204	15.95%
<b>Investment Earnings</b>	92,659	56,845	72,240	120,000	63,155	111.10%	47,760	66.11%
<b>Other</b>	1,559,207	1,659,600	1,982,244	1,504,100	-155,500	-9.37%	-478,144	-24.12%
<b>Sale of Property</b>	0	0	108,233	0	0	0.00%	-108,233	-100.00%
<b>Transfers In</b>	1,008,788	1,004,515	1,004,515	807,018	-197,497	-19.66%	-197,497	-19.66%

## Considerations:

- Licenses & Permits: Increasing interest rates; adjustments to schedule of fees
- Charges for Service: Ambulance/EMS fee increase for FY19

# EMS Fees and Collection Rate



# Next Steps

- Continue to refine revenue estimates
- Continue to work through budget planning process
- City Manager's Budget Presentation
  - April 30, 2018

# FY19 Revenue Forecast

	2017	2018	2018	2019	Change from FY18 Budget		Change from FY18 Proj	
	Actuals	Budget	Proj	Request	\$	%	\$	%
Property Taxes	20,288,003	20,508,192	20,745,963	21,477,628	969,436	4.73%	731,665	3.53%
Sales Tax	15,582,207	16,197,424	16,148,100	16,548,415	350,991	2.17%	400,315	2.48%
Franchise Tax	12,941,800	13,037,427	13,059,149	12,551,078	-486,349	-3.73%	-508,071	-3.89%
Motor Vehicle Taxes	3,663,029	3,671,162	3,671,162	3,694,490	23,328	0.64%	23,328	0.64%
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Fines and Forfeitures	1,308,667	1,405,838	1,215,355	1,199,105	-206,733	-14.71%	-16,250	-1.34%
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Transfers In	1,008,788	1,004,515	1,004,515	807,018	-197,497	-19.66%	-197,497	-19.66%
<b>Total</b>	<b>66,876,078</b>	<b>68,856,006</b>	<b>69,370,496</b>	<b>70,877,112</b>	<b>2,021,106</b>	<b>2.94%</b>	<b>1,506,616</b>	<b>2.17%</b>

