



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

Thursday, March 16, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 30

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

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

2. COUNCIL COMMENTS:

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

3. APPROVAL OF CONSENT AGENDA:

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

MAYORS APPOINTMENTS:

- A. [2017-1027](#) Mayor's Appointments:
Human Relations Commission: Appoint Terrence White, term to expire
7-6-19.

LIQUOR LICENSES:

- B. [2017-1048](#) Liquor License for Lakewood Pub

4. PROPOSED ORDINANCES:

- A. [BILL NO. 17-62](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN SUMMIT VIEW FARMS DEVELOPMENT GROUP LLC AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE SUMMIT VIEW FARMS SUBDIVISION DEVELOPMENT.
- B. [BILL NO. 17-63](#) AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SUMMIT VIEW FARMS, AMENDED 1ST PLAT, LOTS 1-50 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.
- C. [BILL NO. 17-64](#) AN ORDINANCE AUTHORIZING THE WAIVER OF LEE'S SUMMIT HOUSING AUTHORITY'S PAYMENT IN LIEU OF TAXES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016 IN THE AMOUNT OF \$33,874.16. (F&BC 3-6-17)
- D. [BILL NO. 17-65](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD, AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI TO ESTABLISH A SPONSORSHIP BY LEE'S SUMMIT PARKS AND RECREATION OF THE COMMON READ PROGRAM FOR 2017-2018 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EVIDENCING THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 3-6-17)
- E. [BILL NO. 17-66](#) AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-066 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR EQUIPMENT RENTAL TO BLEDSOE'S RENTALS (CONTRACT NO. 2017-066-1) AND THE G.W. VAN KEPPEL CO. (CONTRACT NO. 2017-066-2) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 3-6-17)
- F. [BILL NO. 17-67](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-094 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR VETERINARY SERVICES FOR THE ANIMAL CONTROL DIVISION TO LEE'S SUMMIT ANIMAL HOSPITAL, P.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 3-6-17)
- G. [BILL NO. 17-68](#) AN ORDINANCE APPROVING THE SALE OF A VACANT LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI TO HB SUMMIT, LLC, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN THE RITTER PLAZA, LLC, HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT. (F&BC 3-6-17)

- H. [BILL NO. 17-69](#) AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND RITTER PLAZA, LLC FOR THE RITTER PLAZA TAX INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY. (F&BC 3-6-17)
- I. [BILL NO. 17-70](#) AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES. (F&BC 3-6-17)
- J. [BILL NO. 17-71](#) AN ORDINANCE APPROVING AN AGREEMENT FOR THE LEASE OF CITY CONDUIT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 3-6-17)
- K. [BILL NO. 17-72](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-068 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR MISCELLANEOUS PARTS AND APPURTENANCES FOR THE WATER UTILITIES OPERATIONS DIVISION TO BLUE SPRINGS WINWATER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BLUE SPRINGS WINWATER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 3-6-17)

5. PUBLIC HEARINGS (Sworn):

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

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

6. OTHER BUSINESS:

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

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

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

8. **COUNCIL ROUNDTABLE:**

9. **STAFF ROUNDTABLE:**

ADJOURNMENT

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

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

Packet Information

File #: 2017-1027, **Version:** 1

Mayor's Appointments:

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

Issue/Request:

Due to resignation, Mayor Rhoads is seeking City Council approval of his appointment to the Human Relations Commission.



LEE'S SUMMIT MISSOURI

Mayor Randall L. Rhoads

DATE: March 10, 2017
TO: City Council
FROM: Mayor Randall L. Rhoads
RE: Boards and Commissions Appointments

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

Mayor's Appointments:

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

Julie Pryor

From: whitet2125@gmail.com
Sent: Thursday, January 12, 2017 2:05 PM
To: Julie Pryor
Subject: Committee Interest Form submission

*** **This email is from an external source, use caution before clicking on links or opening attachments.**

The following committee interest information was submitted through cityofls.

Name: Terrence White

Address: 2125 N.E. Concord St
Lees Summit Missouri 64086

Email: whitet2125@gmail.com

Phone: 8168775647

Council District: District 4

How many years a resident: 19 years

High School: Davenport Iowa West High

College: Scott

Employment: Molle Chevrolet

Position: simi-retired

Why interested: My goal is to make Lees Summit a comfortable and diverse city for all walks of life. I believe that education from the home is the place to start but not the place to stop. I want to be part of this great city by making it great for all. I am a retired logistics specialist from the largest funeral supplier in the world. I have had 100's of employees whom I have mentored and helped grow in their professions thout the U.S. Diversity and understanding of individual needs are my strong suit. I have watched LS grow from a small berg to what is today. I would be honored to be part of this city's aggressive approach towards greatness.

Other participation: Head NE Concord St 0.0228K Marathon. Raising awareness and support for non profit groups such as Harvester's, Gilda's Club and Phoenix Family. I was awarded The "Reflections Of Character" in 2016 from the Lees Summit Cares Organization for my work with neighborhood development. Build partnership with neighbor groups to enter our first float in the LS Emerald Isle Parade for "Northeast Concord St. 0.0228K Marathon. And, currently organizing a new group, "Not In Our Town Lees Summit". This is a national organization working together for a safe and inclusive community.

Interested in serving on: Human Relations Commission ,Human Services Advisory Board

Other interests:

Packet Information

File #: 2017-1048, **Version:** 2

Liquor License for **Lakewood Pub**

Approval of Type G3 & S Liquor License for **Lakewood Pub**, 811 NE Lakewood Blvd., LSMO

Proposed City Council Motion:

[Enter text here]

Background:

A background check was conducted on the managing officer/owner and partner with no negative information found.

Recommendation:

The Director of Liquor Control recommends approval of the G3 and S Liquor License for **Lakewood Pub**.

(Any reference to "Applicant" in this document refers to the Owner/Managing Officer.)

To be completed by applicant as (check one):

Sole Owner & Operator Corporation Partnership LLC

Corporation/LLC Name: SUMMIT TAVERN LLC

Business Name: LAKEWOOD PUB Phone: 816 298 3084

Business Address: 818 NE LAKEWOOD BLVD Lee's Summit, MO 64084

(I), (We), the undersigned, hereby apply to the City of Lee's Summit, MO, for the following described license: Type G3 for the premises described above.

AK

Applicant's Name: DOMINICAL T MOLLOY

Home Address: _____

Place of Birth: _____ Date of Birth: _____

Place of Employment (other than business): Third STREET SOCIAL

Employment Address: 123 SE Third
Lee's Summit MO Phone: 816-298-3289

1. List all previous addresses, if less than five years at current address: _____

see list

2. Are you a citizen of the United States of America? Yes If naturalized, give date and place of naturalization: see passport attached

3. Will you be the person in active control and/or management (managing officer) of this business full-time? YES. If not, give complete details on the planned management and persons involved. N/A

SUMMIT GRILL & BAR - EC & LS, SHARE MANAGEMENT TEAM

4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? YES If so, please give details: SUMMIT GRILL & BAR - EC & LSMO

THIRD STREET SOCIAL - LSMO

WALDO RAMSEY KCMO

SUMMIT LIQUORS - LSMO

5. Has any such license listed in question #4 ever been suspended or revoked? NO If so, please give complete details: N/A

6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? NO If so, please give complete details: NA

7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? NO If so, please give complete details: NA

8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): NA

9. Is the proposed location within 300 feet of a church or school? NO

10. If existing business, from whom and when was the business purchased? NOT PURCHASED

Effective date of possession: 1/1/17 Name of mortgage holder, if any: NONE

11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? NO If so, please explain: N/A

12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? NO If so, please explain: N/A

13. Will you at all times permit the entry of any officer or investigator who may have legal supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the ordinances of Lee's Summit, Missouri, and the laws of the State of Missouri; and do you promise and agree not to violate any of the ordinances of Lee's Summit, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which the license is sought? YES

IF BUSINESS IS OWNED BY A CORPORATION, COMPLETE THIS SECTION:

Name of corporation/LLC: SUMMIT TAVERN LLC

State in which incorporated: MO Date of incorporation: 10/3/16

If not a Missouri corporation/LLC, date authorized to do business in Missouri: NA

Full name, complete residential address, date of birth and Social Security Number of the President, Vice President, Treasurer and Secretary of the corporation (or Members of the LLC):

Paul A Lode - President - 50% owner
Dan Hall T Malloy - Secretary - 50% owner

If stock is not publicly held, give names and residential addresses of all stockholders who hold 10% or more of the capital stock: See above

County of Jackson)

ss

State of Missouri)

I, Dan Hall T Malloy, being of lawful age and duly sworn upon my oath, (Print Applicant's Name) do swear that the answers and information given in this application are true and complete to the best of my

knowledge and belief.

[Signature]

Applicant's Signature

Subscribed and sworn to before me this 19 day of Aug, 2017

[Signature]

Notary Public

My commission expires:



To Be Provided By Applicant:

1) The Applicant and/or Managing Officer (if different) shall provide:

- a) Recent photograph; ✓
- b) Copy of Missouri voter registration card; ✓
- c) Copy of paid Missouri personal property tax receipt for year immediately preceding date of application ✓
- d) Fingerprints (obtained at the Lee's Summit Police Department, Main Lobby, 10 NE Tudor Rd., Lee's Summit, MO). The Applicant and/or Managing Officer (if different) will be fingerprinted as will all officers, directors and any shareholder holding more than a ten percent (10%) interest in the business. *Waived - on file*

2) **Copy of Business License** (contact Treasury Department at 816-969-1139). ✓

3) **Copy of Zoning Approval** (contact Planning & Development at 816-969-1600). ✓

4) If existing business location:

- a) ~~Copy of lease or~~ mortgage showing Proof of Occupancy.
- b) Recent photographs of the interior and exterior of the premises to be licensed. ✓

5) For newly constructed or remodeled businesses:

- a) Certificate of Occupancy Permit shall be obtained prior to the actual issuance of a city liquor license (contact Codes Administration at 816-969-1200).
- b) Complete description of the plans, specifications, and fixtures of the proposed place of business.

6) **Package Liquor Only:** Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an invoice of at least \$1,000, exclusive of fixtures and intoxicating liquors.

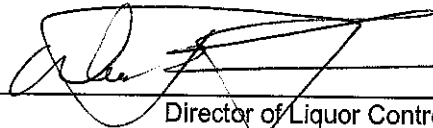
7) **Appropriate license fee:** Make checks and money orders payable to the City of Lee's Summit.

8) **Estimated date of opening?** 3/1/17

For Office Use Only:

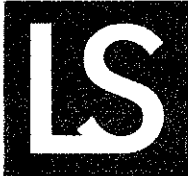
It is recommended this application be APPROVED / DISAPPROVED this 6th day of

March, 2017.



Director of Liquor Control

City Council Action: Approved Disapproved Date: _____



APPLICATION FOR LIQUOR LICENSE

TYPE "S"^K - SUNDAY RETAIL (\$300)

The following is to be completed by the owner or managing officer:

Sole Owner & Operator Corporation ^{LLC} Partnership

Applicant's Name: DOMINICAL MOLLEY for Summit TASTON LLC

Business Name: LAKEWOOD Pub Phone: 816-298-3289

Business Address: 811 N.E. LAKEWOOD BLVD Lee's Summit, MO 64064

I, the undersigned, hereby make application to the City of Lee's Summit, Missouri, for a Type "S"^K liquor license in accordance with Chapter 4, "Alcoholic Beverages" Ordinance of the City of Lee's Summit, Missouri.

County of Jackson)

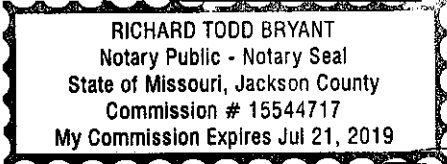
SS

State of Missouri)

I, (please print) DOMINICAL T MOLLEY, being of lawful age and duly sworn upon my oath, do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

[Signature]
Applicant's Signature

Subscribed and sworn to before me this 16 day of July 2017
My commission expires:



[Signature]
Notary Public

It is recommended this application be APPROVED / DISAPPROVED this 6th day of March, 2017.

[Signature]
Director of Liquor Control

City Council Action: Approved Disapproved Date: _____

LSPD FORM #446 (New, 08/91, Revised 03/00, 09/12)

DATE	3-6-12	RECEIVED FROM	Bryant	CASE NO.		PAYMENT FOR	Lic. Lic.	REC'D. BY	[Signature]	RECEIPT NOS.	130981	AMOUNT	125.00
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THIS OFFICIAL RECEIPT
ISSUED BY
LEE'S SUMMIT POLICE DEPARTMENT

10 N.E. TUDOR ROAD
LEE'S SUMMIT, MO. 64086
TELEPHONE 816-969-1715

130981

Packet Information

File #: BILL NO. 17-62, **Version:** 1

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

Issue/Request:

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

Key Issues:

Attached is a Development Agreement covering the construction of certain off-site road improvements required to serve the Summit View Farms subdivision.

On April 14, 2015, the Planning Commission concluded a public meeting for Application #PL2015013, for a Final Plat, of approximately 20 acres of land generally lying ½ mile west of Pryor Rd, South of Hook Road, owned by Summit View Farms Development Group LLC ("Developer"), which will be developed as Summit View Farms, a subdivision development ("Development").

The attached Development Agreement addresses the requirement for a development agreement for certain off-site road improvements.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN SUMMIT VIEW FARMS DEVELOPMENT GROUP LLC AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE SUMMIT VIEW FARMS SUBDIVISION DEVELOPMENT.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN SUMMIT VIEW FARMS DEVELOPMENT GROUP LLC AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE SUMMIT VIEW FARMS SUBDIVISION DEVELOPMENT.

Recommendation:

Staff recommends approval

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-61

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

WHEREAS, on April 14, 2015, the Planning Commission concluded a public meeting for Application #PL2015013, for a final plat for the development of approximately 20 acres of land generally lying ½ mile west of Pryor Rd, South of Hook Road, owned by Summit View Farms Development Group LLC (“**Developer**”), which will be developed as Summit View Farms Subdivision (“**Development**”); and,

WHEREAS, the Planning Commission considered the preliminary plat of the Development on April 14, 2015, and recommended that the plat be approved subject to the Developer entering into a development agreement with the City to provide for the certain Improvements necessary for the Development; and,

WHEREAS, in satisfaction of the condition of approval, the Developer and the City now desire to enter into this Agreement.

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

SECTION 1. That the development agreement between Summit View Farms Development Group LLC and the City of Lee's Summit, Missouri, attached hereto and incorporated herein by reference, is hereby approved by the City Council and the City Manager is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

City Attorney Brian W. Head

DEVELOPMENT AGREEMENT BETWEEN
SUMMIT VIEW FARMS DEVELOPMENT GROUP LLC AND THE CITY OF LEE'S
SUMMIT, MISSOURI FOR THE SUMMIT VIEW FARMS SUBDIVISION
DEVELOPMENT

THIS AGREEMENT (“**Agreement**”) is made this ____ day of March, 2017, by and between Summit View Farms Development Group LLC, a Missouri Limited Liability Company (the “**Developer**”), and the City of Lee’s Summit, Missouri, a municipal corporation (“**City**”).

WHEREAS, on April 14, 2015, the Planning Commission concluded a public meeting for Application #PL2015013, for a Final Plat, of approximately 20 acres of land generally lying ½ mile west of Pryor Rd, South of Hook Road, on property legally described in **Exhibit A** (“**Property**”), owned by the Developer, which will be developed as the Summit View Farms Subdivision (“**Development**”) as shown in **Exhibit B**, a map of the Final Plat;

WHEREAS, following the public meeting for the Development, the Planning Commission voted to recommend approval for the application for the Development subject to the Developer entering into a development agreement with the City to provide for the certain Improvements, as defined below, necessary for the Development;

WHEREAS, in satisfaction of the City Council's condition of approval, the Developer and the City now desire to enter into this Agreement;

WHEREAS, the parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions; and

WHEREAS, the parties have freely negotiated in good faith and this Agreement reflects the desires of the parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Words or terms not defined elsewhere in this Agreement shall have the following definitions:
 - A. “**Certificate of Final Acceptance**” as defined in the Design and Construction manual as adopted by the City of Lee’s Summit.
 - B. “**Certificate of Occupancy**” as defined in Chapter 7, Lee’s Summit Building Code, as adopted by the City of Lee’s Summit.
 - C. “**Certificate of Substantial Completion**” as defined in the Design and Construction manual as adopted by the City of Lee’s Summit

- D. **"City Engineer"** shall mean the City Engineer or their designated representative.
- E. **"Developer"** shall mean Summit View Farms Development Group LLC , or its successors and assigns in the Property.
- F. **"Improvements"** shall mean the following improvements that are to be financed, designed, engineered, and constructed by the Developer in the manner set forth in this Agreement:
 - 1. A left-turn lane shall be constructed for westbound traffic along Hook Road at the intersection of Arthur Drive. The turn lane shall be at least 100' in length, plus taper.
- G. **"Staff"** shall mean employees of the City of Lee's Summit.
- H. **"Temporary Certificate of Occupancy"** as defined in Chapter 7, Lee's Summit Building Code, as adopted by the City of Lee's Summit.

2. **Requirements for Improvements.** Unless otherwise specified herein, the provisions set forth in this Section 2, "Requirements for Improvements" shall be applicable to the financing, design, engineering and construction of the Improvements to be constructed by the Developer as required by this Agreement.

- A. **Requirement to design, engineer and construct.** The Developer, at its sole cost and expense, shall design, engineer and construct the Improvements. The City shall issue certificates of occupancy for structures in the Development pursuant to the schedule set forth in Section 3, "Timing of Issuance of Certificate of Occupancy" below.
- B. **Construction Costs.** All costs associated with designing, engineering and constructing the Improvements shall be paid by the Developer. No cost shall be paid by the City for designing, engineering, constructing or managing the construction of any of the Improvements.
- C. **Applicable Standards and Approvals.** The Improvements shall be designed, engineered, constructed, placed into service and dedicated to the City in accordance with the ordinances of the City, including, but not limited to, the City's Design and Construction Manual then in effect at the time the Improvements are constructed, and any other applicable rules, requirements and standards established by the City. All such work shall be done in good and workmanlike manner. The Developer shall be responsible for obtaining approval for any portion of the Improvements that require approval of another jurisdiction. The City agrees to cooperate in good faith with the Developer in obtaining said required approvals from other jurisdictions for the Improvements.
- D. **Project Schedule.** Prior to the construction of the Improvements the Developer shall submit to the City Engineer a proposed Project Schedule for the Improvements to be constructed by the Developer. No permits will be issued for the Development until

the schedule has been reviewed by the City Engineer and staff of departments directly impacted by the timing of the Improvements. If conflicts with the schedule are determined, Staff shall return the schedule with comments, to be resubmitted by the Developer. The Developer shall be notified once it is determined that no conflicts exist with the schedule. The Project schedule shall be incorporated into this Agreement by addendum, and no action of the City Council will be required to incorporate the schedule.

E. Design Phase. The Developer shall submit all preliminary design documents to the City for approval before proceeding with the construction of the Improvements. On the basis of such approved preliminary design documents, the Developer shall:

- (1) Prepare detailed drawings, plans, design data, and estimates to show the character and scope of the work to be performed by contractors for all Improvements ("**Plans**").
- (2) Furnish to the City Engineer copies of such Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Improvements.
- (3) Furnish the number of approval copies of the final Plans for the Improvements as the City may require.
- (4) Ensure that the Plans conform to federal and state laws and City ordinances and regulations.

All final Plans shall be presented to the City Engineer for approval, and no action of the City Council will be required to incorporate the final Plans into this Agreement.

F. Construction. The Developer will construct all the Improvements according to the approved Plans. The Developer shall maintain, at its sole cost and expense, the Improvements until such time as said Improvements are accepted by the City Engineer pursuant to Section 2.J, "Dedication" of this Agreement. The Developer shall not do or permit others under it to do any work related to the construction of the Improvements until the Developer has paid for all required City and other governmental required permits and authorizations.

G. Right of Way Acquisition.

- (1) The Developer shall be responsible for acquiring or negotiating for the donation of all right-of-way or easements that are needed to construct the Improvements, including all necessary temporary construction easements.
- (2) In the event that the Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Improvements over which the City exercises jurisdiction, the Developer may

submit a request to the City in the manner prescribed by Section 26, "Notice" below requesting that the City use its authority to acquire the property interests necessary for the Improvements. The City will respond to such a request within thirty (30) days of receipt of same, and in such response the City will indicate whether it agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction. The City is not obligated to use its authority to assist in the acquisition of property interests necessary for the Improvements.

- (3) In the event the City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the right-of-way or easements necessary for Improvements over which the City exercises jurisdiction, prior to beginning any work to acquire said right-of-way or easements, the Developer shall first execute an Acquisition Funding Agreement with the City which provides for the terms and conditions under which the Developer will place all estimated Acquisition Costs in escrow with the City prior to commencement of condemnation for right-of-way or easements. The Acquisitions Costs shall include, but shall not be limited to: the actual price paid for all right-of-way or easements, whether determined by negotiation or eminent domain; expenses related to the establishment of acquisition values of right-of-way or easements, including appraisals; legal fees, other expenses paid to third parties, and expenses incurred by the City related to acquisition of right-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the right-of-way or easements. The Acquisition Funding Agreement shall obligate the Developer to reimburse the City in full for all Acquisition Costs that result from the City's use of its authority to acquire any portion of the Improvements.
- (4) The Developer shall dedicate or convey, as applicable, to the City, at no cost to the City, all property interests owned by the Developer which are necessary for the Improvements.

- H. Utility Relocation. The parties agree that all costs associated with relocating any existing utilities from any existing public or private easement, as a result of construction of the Improvements, shall be paid by the Developer, and are not the responsibility of the City. The parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Improvements, which are not paid by a utility company, shall be paid by the Developer and are not the responsibility of the City.
- I. Inspections and Revisions. The Developer agrees to permit City employees, agents and contractors to inspect, observe, and oversee the construction of all Improvements in order to ascertain and determine that the standards of the City have been met. The

Developer shall obtain the City Engineer's approval of all revisions materially altering the design or specifications of the Improvements.

- J. Dedication. Upon completion, inspection and approval of the Improvements by the City, the Developer will dedicate the Improvements to the City, for its use, operation and maintenance. The City shall be under no obligation to accept the dedication or conveyance of any Improvements constructed pursuant to this Agreement until it has been inspected and approved to the satisfaction of the City Engineer. Upon written notice of the inspection and approval of the City Engineer, the Developer agrees to convey all the Improvements to the City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

3. Issuance of Building Permits.

- A. Building permits will not be issued until a Certificate of Substantial Completion has been issued for the development, including offsite improvements, as outlined in Section 1, "Definitions".

4. Indemnification.

- A. General Indemnity. The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, 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 act, error, or omission of the Developer or its officers, agents, employees, or subcontractors, to the extent such loss or injury arises out of or is related to the performance of this Agreement; provided, however, that the Developer need not save harmless the City from claims, demands, losses and expenses arising out or to the extent caused by the sole negligence of the City, its employees or agents. This indemnification obligation shall survive the termination or expiration of this Agreement.

- B. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Developer under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by the Developer. The City does not, and shall not, waive any rights against the Developer which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the

City by the Developer, of any of the insurance policies described in this Agreement. In addition, the parties agree that this indemnification by the Developer shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

- C. Notification of Claims. With respect to any claims which are subject to indemnity hereunder, the Developer shall immediately notify the City of any and all claims filed against the Developer or the Developer and the City jointly, and shall provide the City with a copy of the same. Such notice shall be given in the manner prescribed by Section 26, "Notice" of the Agreement.
- D. Use of Independent Contractors. The fact that the Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Developer's duty of defense and indemnification under this section.

5. **Insurance.**

- A. General Provisions. Prior to commencing construction of the Improvements, the Developer shall file with the City evidence of liability insurance that is consistent with the requirements of the City's Design and Construction Manual and in the amounts set forth below.
- B. Limits and Coverage. Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:
 - (1) Commercial General Liability: Minimum \$2,000,000 each occurrence limit for bodily injury and property damage; \$2,000,000 policy aggregate; \$2,000,000 products and completed operations aggregate.
 - (2) Automobile Liability: Minimum \$2,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.
 - (3) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability \$1,000,000 each occurrence.
 - (4) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of \$2,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

The following endorsements shall attach to the policy:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's

standard endorsement as to bodily injuries, personal injuries and property damage.

- (3) Broad form property damage liability shall be afforded.
- (4) The City shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to the City.

The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.

- C. Use of Contractors and Subcontractors. The Developer shall not permit any contractor or subcontractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Design and Construction Manual. Said insurance shall be maintained in full force and effect until the completion of construction of the Improvements, and issuance of a Certificate of Substantial Completion by the City or MoDOT, as appropriate.
 - D. Workers' Compensation. The Developer shall ensure that all contractors or subcontractors performing work for the Developer obtain and maintain Workers' Compensation Insurance for all employees, and in case any work is sublet, the Developer shall require any subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect the City from any and all claims arising out of occurrences during construction of the Improvements. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City as a result of the failure of either the Developer or any contractor or subcontractor of the Developer to obtain and maintain such insurance. The Developer further waives its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. The Developer shall provide the City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Improvements.
6. Bonds. The Developer shall, or shall ensure that its contractors shall, provide for the following bonds for the Improvements and all other public infrastructure improvements that are constructed by the Developer and dedicated to the City.

- A. **Performance Bond.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Performance Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Performance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
- B. **Payment Bonds.** Prior to commencement of construction and ending upon acceptance of the Improvements by the City, the Developer shall, or shall ensure that its contractors shall, maintain a Payment Bond in a form approved by the City Attorney, in an amount equal to the cost of the Improvements covered by such bond, as determined by the City Engineer, conditioned upon the faithful payment of the provisions, terms and conditions of the construction contract. The Payment Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
- C. **Maintenance Bonds.** Prior to acceptance and dedication of the Improvements, the Developer shall, or shall ensure that its contractors shall, provide a Maintenance Bond in a form approved by the City Attorney, in an amount equal to fifty percent (50%) of the cost of the Improvements as approved by the City Engineer, which shall be in effect for a term of three (3) years from the date that the City issues a Certificate of Final Acceptance for such Improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The Maintenance Bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.
- D. **Indemnity for Failure to Provide Bonds.** The Developer shall indemnify the City and its officers and employees for any damage or loss incurred or sustained by the City, its officers or employees, as a result of the failure of the Developer or its contractors to provide the bonds set forth in this Section.
7. **Prevailing Wage.** To the extent required by law, the Developer, and all contractors and subcontractors performing work for or on behalf of the Developer with respect to the Improvements, shall pay wages in accordance with, and in all respects comply with, Missouri's Prevailing Wage Law (Sections 290.210 – 290.340, RSMo.) and all other laws relating to the payment of wages. The Developer agrees to hold harmless, indemnify and reimburse the City for any damage, loss, costs, payments or expenses of any kind (including the City's reasonable attorney's fees) incurred or sustained by the City with regard to the failure of the Developer or any contractor or subcontractor to pay prevailing wages as required by law or this Agreement. The Developer shall submit sufficient information to the City's Director of Finance to allow City staff to verify that the Developer, and its contractors and subcontractors, have complied with prevailing wage laws and regulations.

8. **Remedies.** Each party to this Agreement agrees that if it fails to perform when due any act required by this Agreement to be performed, then, in addition to whatever other remedies are available to the non-defaulting parties hereto, the non-defaulting party shall have the right to enforce specific performance of this Agreement against the defaulting party, and such non-defaulting party shall, to the extent permitted by law, be entitled to its reasonable costs, attorneys' fees and court costs in connection with such enforcement.
9. **Rights and Remedies Non-Exclusive.** No right or remedy conferred upon or reserved to any party in this Agreement is intended to be exclusive of any rights or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every right and remedy given now or hereafter existing at law or in equity.
10. **Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
11. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri.
12. **Venue.** In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, and the parties expressly waive any rights to venue inconsistent therewith.
13. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's Unified Development Ordinance, the Design and Construction Manual, and all planning or infrastructure requirements related to the development of the Property. The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for damages, losses or injuries that may be sustained as a result of the City's review and approval of any Plans or Plats of or relating to the Development, the Property or the Improvements, or as a result of the issuance of any approvals, permits, certificates or acceptances for the development or use of any portion of the Development, the Property or the Improvements. The Developer further acknowledges and agrees that the City's review and approval of any such Plans or Plats and the issuance of any such approvals, permits, certificates or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, licensees or any third party, against damage or injury of any kind at any time. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development.
14. **Recording and Binding Effect.** No building permits shall be issued for any structure in the development until the agreement has been fully executed. The City shall file a copy of this Agreement or a memorandum of this Agreement in the office of the Recorder of Deeds for Jackson County, Missouri ("Office"). This Agreement shall run with the land and be binding on and inure to the benefit of the parties and their respective legal representatives, successors

in interest, successors and assigns. Upon certification by the City Engineer of the completion of the Developer's obligations under this Agreement, the City Manager, in his sole discretion, may execute, on behalf of the City, a document suitable for recording in the Office, in such form as is approved by the City Attorney that acknowledges the completion of the Developer's obligations under the Agreement.

15. **Time of Essence.** Time is of the essence with respect to the duties and obligations set forth herein.
16. **Estoppel Letter.** Upon request by Developer made from time to time, the City shall prepare and deliver to Developer an estoppel letter confirming for the benefit of any purchaser or lender whether the Developer is or is not in default under this Agreement and verifying the status of Developer's performance of its obligations under this Agreement.
17. **Representations.** The Developer represents that it owns the property described in **Exhibit A** on the date that this Agreement is executed. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement. The parties agree that the obligations assumed by the Developer pursuant to this Agreement are reasonably related to the impact that will be caused by the Development on the public services provided by the City and other public jurisdictions and on facilities that are constructed and maintained by the City and other public jurisdictions.
18. **No Waiver of Breach.** No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.
19. **Rules of Construction.** Each party to this Agreement has received independent legal advice from its attorneys of choice with respect to entering this Agreement and the advisability of agreeing to the provisions herein. Because each party has had its respective legal counsel review the terms of this Agreement, the normal rules of construction to the effect that any ambiguities in its terms be resolved against the drafting party shall not be employed with regard to issues of its validity, interpretation, performance or enforcement.
20. **Assignment.** The Agreement may not be assigned or transferred, in whole or part, to any other person, firm, corporation, or entity without the prior, express, written consent of the other parties, which consent shall not be unreasonably withheld. The Developer shall request the assignment of the Agreement, with the consent of the City, to any person, firm, corporation, or entity to which any ownership interest in the Property is transferred after the date of execution of this Agreement.
21. **Entire Agreement.** This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment,

modification, or interpretation hereof shall be binding unless in writing and signed by all parties.

22. **Exhibits**. All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
23. **Headings**. The paragraph headings contained herein are for convenience in reference and are not intended to modify, expand or limit the scope of any provision of the Agreement.
24. **Severability**. Any provision of this Agreement which is not enforceable according to law will be severed herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.
25. **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.
26. **Notice**. Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the City shall be addressed to:

City Manager
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

With a copy to:

City Attorney
City Hall
220 SE Green Street
Lee's Summit, Missouri 64063

Notices to Developer shall be addressed to:

William Kenney
Summit View Farms Development Group LLC
PO Box 291
Lee's Summit, MO 64063

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

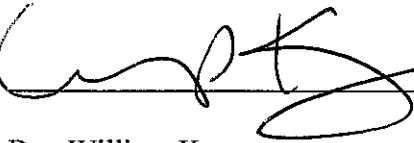
CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo, *City Manager*

Attest:

Denise R. Chisum, *City Clerk*

Approved as to form:

 (DEVELOPER)

By: William Kenney
its: Administrative Member

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

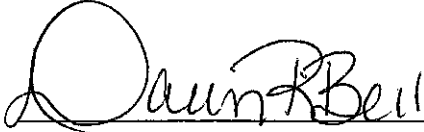
[SEAL]

Notary for William Kenney

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

BE IT REMEMBERED, that on this 7th day of March, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William Kenney, the Administrative member of Summit View Farms Development Group LLC, who is personally known to me to be the same person who executed the within instrument on behalf of Summit View Farms Development Group LLC, and such person duly acknowledged the execution of the same to be the act and deed of Summit View Farms Development Group LLC.

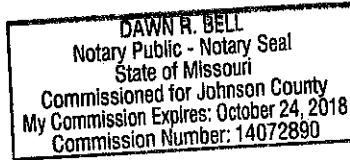
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


NOTARY PUBLIC

My Commission Expires:

Oct. 24, 2018

[SEAL]



END OF DOCUMENT

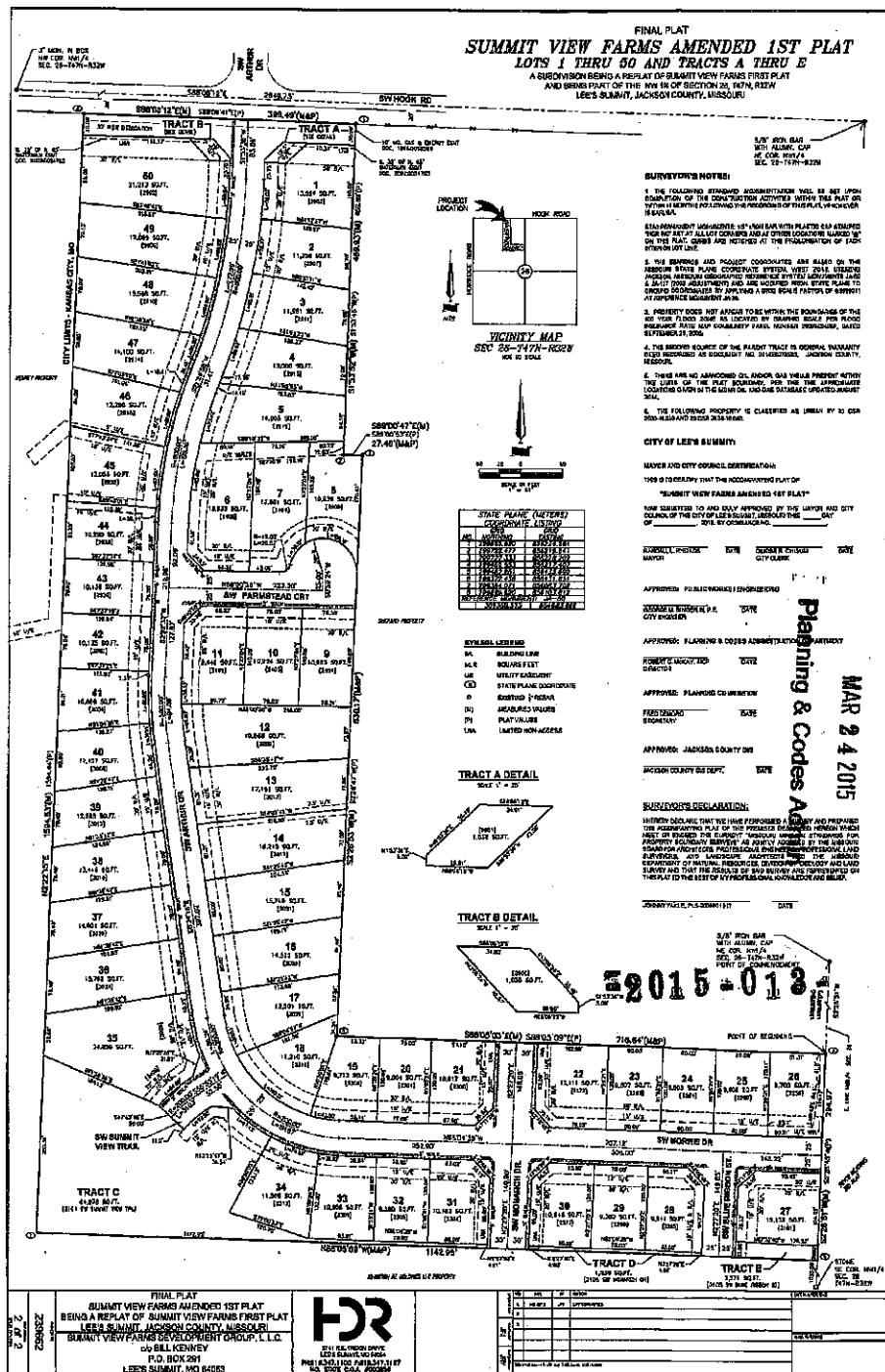
EXHIBIT A

LEGAL DESCRIPTION FOR PROPERTY

Summit View Farms, 1st Plat, Lots 1-45, and Tracts A-F, Lee's Summit, Jackson County,
Missouri, SEC. 26-47-32

EXHIBIT B

MAP OF THE PRELIMINARY DEVELOPMENT PLAN



Packet Information

File #: BILL NO. 17-63, **Version:** 2

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SUMMIT VIEW FARMS, AMENDED 1ST PLAT, LOTS 1-50 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SUMMIT VIEW FARMS, AMENDED 1ST PLAT, LOTS 1-50 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SUMMIT VIEW FARMS, AMENDED 1ST PLAT, LOTS 1-50 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 17-63

AN ORDINANCE ACCEPTING FINAL PLAT ENTITLED "SUMMIT VIEW FARMS, AMENDED 1ST PLAT, LOTS 1-50 & TRACTS A-E", AS A SUBDIVISION TO THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application PL2015-013, submitted by Summit View Farms Development Group, LLC, requesting approval of the final plat entitled "Summit View Farms, Amended 1st Plat, Lots 1-50 & Tracts A-E", was referred to the Planning Commission as required by the Unified Development Ordinance No. 5209; and,

WHEREAS, the Planning Commission considered the final plat on April 14, 2015, and rendered a report to the City Council recommending that the plat be approved.

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

SECTION 1. That the final plat entitled "Summit View Farms, Amended 1st Plat, Lots 1-50 & Tracts A-E" is a subdivision in Section 26, Township 47, Range 32, in Lee's Summit, Missouri more particularly described as follows:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 2°26'51" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 1329.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 2°26'51" WEST ALONG SAID EAST LINE A DISTANCE OF 294.97 FEET; THENCE NORTH 88°05'09" WEST A DISTANCE OF 1142.95 FEET; THENCE NORTH 2°22'15" EAST A DISTANCE OF 1594.53 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST HOOK ROAD; THENCE SOUTH 88°06'12" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 396.49 FEET; THENCE SOUTH 1°53'52" WEST A DISTANCE OF 469.93 FEET; THENCE SOUTH 89°00'47" EAST A DISTANCE OF 27.46 FEET; THENCE SOUTH 2°26'53" WEST A DISTANCE OF 830.17 FEET; THENCE SOUTH 88°05'03" EAST A DISTANCE OF 716.64 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 20.18 ACRES AND IS SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

SECTION 2. That the proprietor of the above described tract of land ("Proprietor") has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall hereafter be known as "Summit View Farms, Amended 1st Plat, Lots 1-50 & Tracts A-E".

SECTION 3. That the roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares shall be dedicated as depicted on the plat. The City Council hereby authorizes the Director of Planning and Special Projects, on behalf of the City of Lee's Summit, Missouri, to accept the land or easements dedicated to the City of Lee's Summit for public use and shown on the accompanying plat, upon the subdivider filing and recording a final plat in accordance with Article 16, Subdivisions, Unified Development Ordinance ("UDO") of the City, which plat shall conform to the accompanying plat, and hereby authorizes acceptance of

BILL NO. 17-63

the public improvements required by this ordinance and Article 16 of the UDO of the City, upon the Director of Public Works certifying to the Director of Planning and Special Projects and the City Clerk that the public improvements have been constructed in accordance with City standards and specifications.

SECTION 4. That the approval granted by this ordinance is done under the authority of Section 89.410.2 of the Revised Statutes of Missouri and Section 16.340 of the UDO because all subdivision-related public improvements required by the UDO have not yet been completed. In lieu of the completion and installation of the subdivision-related public improvements prior to the approval of the plat, the Proprietor has, in accordance with Section 16.340 of the UDO, deposited an irrevocable **letter of credit** to secure the actual construction and installation of said public improvements, and the City hereby accepts same. No building permit shall be issued until the required public improvements are available to each lot for which a building permit is requested in accordance with the Design and Construction Manual.

SECTION 5. That an easement shall be granted to the City of Lee's Summit, Missouri, to locate, construct and maintain or to authorize the location, construction, and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable TV, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as "Utility Easements" (U.E.) or within any street or thoroughfare dedicated to public use on this plat. Grantor, on behalf of himself, his heirs, his assigns and successors in interest, shall waive, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), any right to request restoration of rights previously transferred and vacation of any easement granted by this plat.

SECTION 6. That building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be constructed between this line and the street right-of-way line.

SECTION 7. That the final plat substantially conforms to the approved preliminary plat and to all applicable requirements of the Code.

SECTION 8. That the City Council for the City of Lee's Summit, Missouri, does hereby approve and accept, as a subdivision to the City of Lee's Summit, Missouri, the final plat entitled "Summit View Farms, Amended 1st Plat, Lots 1-50 & Tracts A-E" attached hereto and incorporated herein by reference.

SECTION 9. 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 for the City of Lee's Summit, Missouri, this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

BILL NO. 17-63

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*


APPROVED AS TO FORM:

City Attorney *Brian W. Head*

City of Lee's Summit

Department of Planning & Codes Administration

April 10, 2015

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director 
RE: **Appl. #PL2015-013 – FINAL PLAT – Summit View Farms, Amended 1st Plat, Lots 1-50 and Tracts A-E; Summit View Farms Development Group, LLC, applicant**

Commentary

This application is for the final plat of *Summit View Farms, Amended 1st Plat, Lots 1-50 and Tracts A-E* located ½ mile west of Pryor Road, south of Hook Road. The proposed final plat consists of 50 lots and five common area tracts on 20.18 acres. The proposed final plat is substantially consistent with the approved preliminary plat. The proposed density is lower than the maximum for the R-1 district.

The City Council previously approved the rezoning of the subject property from AG (Agricultural) to R-1 (Single-Family Residential) on December 2, 2004, at the time the original preliminary plat went through the approval process. The original final plat of *Summit View Farms* was approved and recorded in 2006; however, no public infrastructure was constructed and therefore no building permits have been issued. The applicant now proposes a new lot and street layout for the previously platted property. This plat will supersede the original final plat approved for the subdivision in 2006, which is included as an attachment. A comparison of the final plats is provided under the Analysis section of the staff letter.

- 50 lots and 5 tracts on 20.18 acres
- 2.48 units/acre, including common area
- 2.70 units/acre, excluding common area
- 4.0 units per acre – maximum allowable density in R-1

Subdivision-Related Public Improvements

In accordance with UDO Section 16.340, prior to an ordinance being placed on a City Council agenda for the approval of a final plat, all subdivision-related public improvements shall be constructed and a Certificate of Final Acceptance shall be issued. In lieu of completion of the public improvements and the issuance of a certificate, an escrow secured with cash or an irrevocable letter of credit shall be deposited with the City to secure the completion of all public improvements.

A Certificate of Final Acceptance has not been issued for all subdivision-related public infrastructure, nor has an irrevocable letter of credit been received to secure the completion of the public improvements. This application will be placed on hold following Planning Commission action until the requirements to be placed on a City Council agenda are met.

Recommendation

Staff recommends **APPROVAL** of the final plat.

Project Information

Proposed Use: single-family subdivision

Number of Lots: 50 lots and 5 common area tracts
Land Area: 20.18 acres; 18.55 acres, excluding common area
Density: 2.48 units/acre; 2.70 units/acre, excluding common area
Location: ½ mile west of Pryor Road, south of Hook Road
Zoning: R-1 (Single-family Residential)
Surrounding zoning and use:
North (across Hook Road): R-1 – *Monarch View* subdivision
South: R-1 – Future phase of *Summit View Farms* subdivision
East: AG (Agricultural) and R-1 – Large lot agricultural and *Pryor Meadows* subdivision
West: R-80 – Residential large lots in Kansas City

Background

- June 8, 2004 – The original preliminary plat (Appl. #2003-291) for *Summit View Farms, Lots 1-121* was approved by the Planning Commission.
- December 2, 2004 – The City Council approved the rezoning (Appl. #2003-290) from AG (Agricultural) to R-1 (Single-Family Residential) for the *Summit View Farms* development by Ord. #5847.
- December 2, 2004 – The Development Agreement between Bill Kenney and Associates and the City of Lee’s Summit for the *Summit View Farms* development was approved by the City Council by Ord. #5846.
- April 6, 2006 – The City Council approved the final plat *Summit View Farms, 1st Plat* (Appl. #2005-310) by Ord. #6159.
- April 6, 2006 – The final plat *Summit View Farms, 1st Plat* was recorded at the Jackson County Recorder of Deeds by instrument #2007E0046354. No public infrastructure was constructed and therefore no building permits were issued.
- January 27, 2015 – The Planning Commission approved the preliminary plat (Appl. #2014-162) for *Summit View Farms, Lots 1-122 and Tracts A & B*.

Analysis of Final Plat

Comparison of original and proposed plats. The table below provides a comparison of the originally approved and recorded final plat and the proposed final plat. Five additional lots are proposed with the new final plat, which results in a negligible increase in the subdivision’s overall density.

	# of Lots	Total Land Area	Density
Original Final Plat	45	20.11 acres	2.24 units/acre
Proposed Final Plat	50	20.18 acres	2.48 units/acre

Other differences between the two plats include: fewer bulbs/cul-de-sacs; straightening the alignment of the primary access road into the subdivision from Hook Road; and stubbing a

collector road into the abutting large acreage tracts to the north and south for future extension. A copy of the existing final plat and newer preliminary plat are included as attachments for comparison.

Storm Water. The proposed final plat is located within the Mouse Creek – Little Blue River watershed with a sub-drainage ridge located near the east side of the plat. This ridge divides the plat so that approximately 13.8 acres discharge to the east (to Lee’s Summit) and approximately 33.5 acres discharges to the west through the Kansas City, MO city limits to the tributary to Mouse Creek. This tributary crosses SW Hook Road and into the Monarch View subdivision retention basins. Storm water discharging to this tributary will be regulated by KCMO for compliance with their storm water management plan criteria along with providing detention to maintain pre-development / post-development discharge conditions to meet Lee’s Summit design criteria, including storm water quality regulations. In the applicant’s storm water analysis dated December 9, 2014, it has been stated that stormwater runoff from the proposed development will not adversely impact downstream developments in either Lee’s Summit or Kansas City, including the Monarch View subdivision and the Pryor Meadows subdivision.

Code and Ordinance Requirements to be met Following Approval

The items in the box below are specific to this subdivision and must be satisfactorily addressed in order to bring this plat into compliance with the Codes and Ordinances of the City.

Public Works

1. All required engineering plans and studies, including water lines, sanitary sewers, storm drainage, streets and erosion and sediment control shall be submitted along with the final plat and approved prior to the approval of the final plat. All public infrastructure must be substantially complete, prior to the issuance of any building permits.
2. A Master Drainage Plan (MDP) shall be submitted and approved in accordance with the City’s Design and Construction Manual for all areas of the development, including all surrounding impacted areas, along with the engineering plans for the development. The MDP shall address drainage level of service issues on an individual lot basis.
3. All Engineering Plan Review and Inspection Fees shall be paid prior to approval of the engineering plans and prior to the issuance of any infrastructure permits or the start of construction (excluding land disturbance permit).
4. All subdivision-related public improvements must have a Certificate of Final Acceptance prior to approval of the final plat, unless security is provided in the manner set forth in the City’s Unified Development Ordinance (UDO) Section 16.340. If security is provided, building permits may be issued upon issuance of a Certificate of Substantial Completion of the public infrastructure as outlined in Section 1000 of the City’s Design and Construction Manual.
5. The As-graded Master Drainage Plan shall be submitted to and accepted by the City prior to the issuance of any building permits for the development.
6. A Land Disturbance Permit shall be obtained from the Public Works Department.
7. All permanent off-site easements, in a form acceptable to the City, shall be executed and recorded with the Jackson County Recorder of Deeds prior to the issuance of a Certificate of Substantial Completion. A certified copy shall be submitted to the City for verification.

8. A restriction note shall be included on the final plat stating: "Individual lot owner(s) shall not change or obstruct the drainage flow paths on the lots, as shown on the Master Drainage Plan, unless specific application is made and approved by the City Engineer."
9. Approval from the City of Kansas City shall be obtained for the off-site detention basin, prior to approval of the Final Plat and prior to approval of the engineering plans for the development.

Planning and Codes Administration

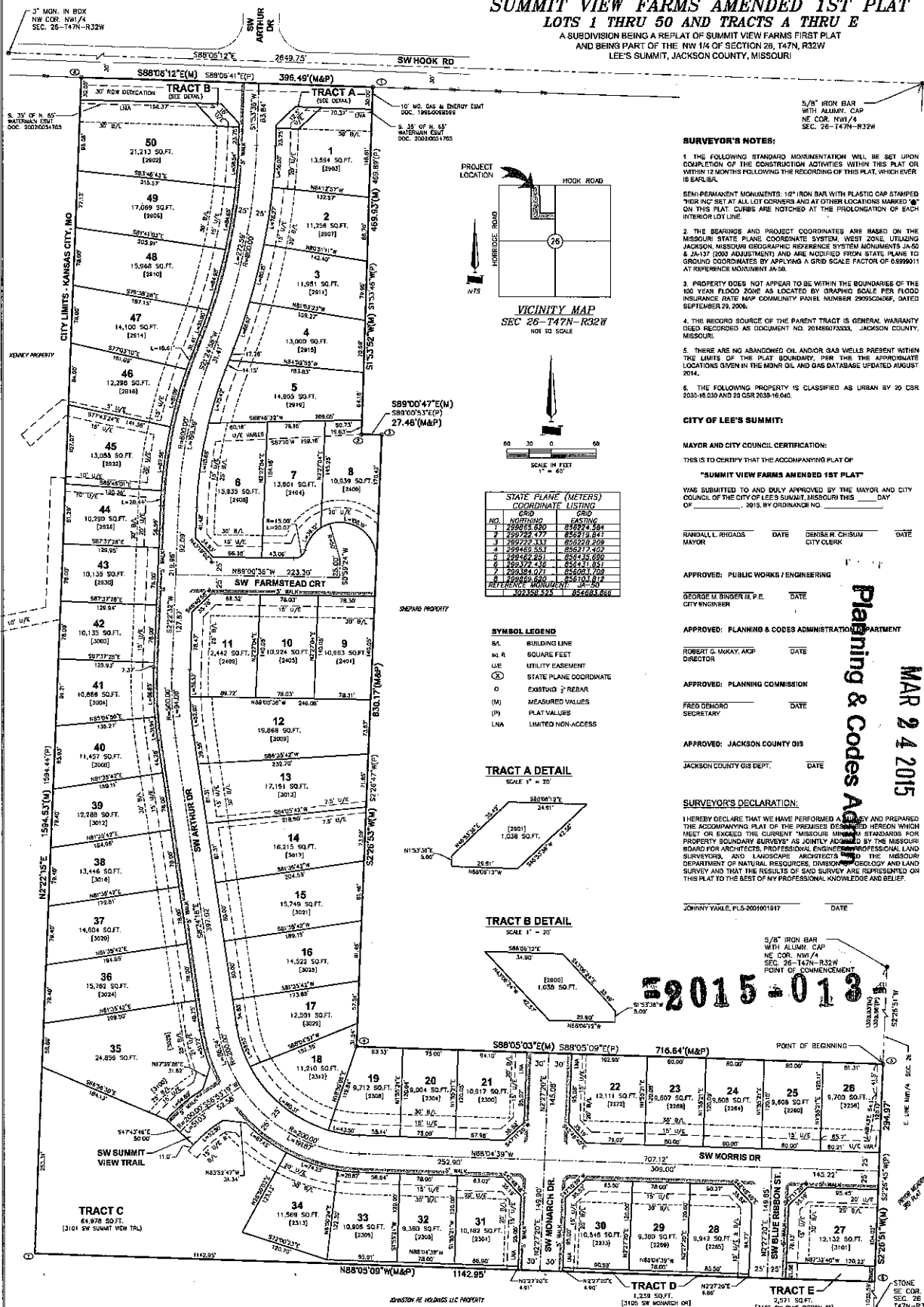
10. No final plat shall be recorded by the developer until the Director of Planning and Codes Administration and the City Attorney have reviewed and approved the declaration of covenants and restrictions pertaining to common property as prepared in accordance with Section 5.330 of the UDO, and until the Director has received certification from the Missouri Secretary of State verifying the existence and good standing of the property owners' association required by Section 5.340 of the UDO. In addition, the approved Declaration of Covenants, Conditions and Restrictions shall be recorded prior to the recording of the final plat.
11. A final plat shall be approved and recorded (with the necessary copies returned to Planning and Codes Administration) prior to any building permits being issued.
12. The developer shall execute a mutually satisfactory development agreement with the City, which addresses, at a minimum, the required road improvements recommended in the Transportation Impact Analysis Form dated January 22, 2015, with the City. No building permits shall be issued for any structure in the development until written proof is provided to the City that the development agreement has been recorded in the Jackson County Records' Office. All public improvements shall be substantially complete prior to any building permit.
13. A cooperative agreement between Kansas City and Lee's Summit for the discharge of sanitary and storm sewers into the respective Kansas City systems shall be executed prior to approval of the final plat.
14. A soils report shall be provided for those lots (lots 6-8) where the existing ponds currently exist as shown on the preliminary plat date stamped January 6, 2015. This report shall be submitted to the Department of Planning & Codes Administration prior to the issuance of a building permit for the affected lots.

RGM/cs

Attachments:

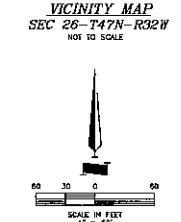
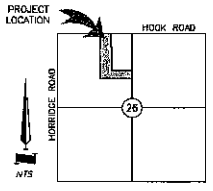
1. Transportation Impact Analysis dated January 22, 2015—2 pages
2. Traffic Memorandum: Summit View Farms, Residential Development dated November 25, 2014—9 pages
3. Proposed *Summit View Farms, Amended 1st Plat*, date stamped March 24, 2015—2 pages
4. Recorded *Summit View Farms, 1st Plat*—1 page
5. Preliminary Plat, date stamped January 6, 2015—1 page
6. Location Map

FINAL PLAT
SUMMIT VIEW FARMS AMENDED 1ST PLAT
LOTS 1 THRU 50 AND TRACTS A THRU E
 A SUBDIVISION BEING A REPLAT OF SUMMIT VIEW FARMS FIRST PLAT
 AND BEING PART OF THE NW 1/4 OF SECTION 26, T47N, R32W
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI



SURVEYOR'S NOTES:

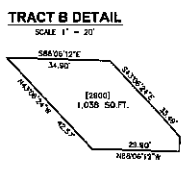
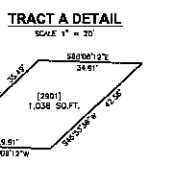
1. THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF THE CONSTRUCTION ACTIVITIES WITHIN THIS PLAT OR WITHIN 12 MONTHS FOLLOWING THE RECORDING OF THIS PLAT, WHICHEVER IS EARLIER.
 SEMI-PERMANENT MONUMENTS: 1/2" IRON BAR WITH PLASTIC CAP STAMPED "THIS MONUMENT SET AT ALL LOT CORNERS AND AT OTHER LOCATIONS MARKED "M" ON THIS PLAT. CURBS ARE NOTICED AT THE PROLONGATION OF EACH INTERIOR LOT LINE.
2. THE BEARINGS AND PROJECT COORDINATES ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE, UTILIZING JACKSON MISSOURI GEODESIC REFERENCE SYSTEM MONUMENTS J-60 & J-61-37 (2003 ADJUSTMENT) AND ARE MODIFIED FROM STATE PLANE TO GROUND COORDINATES BY APPLYING A GRID SCALE FACTOR OF 0.9999011 AT REFERENCE MONUMENT J-61-37.
3. PROPERTY DOES NOT APPEAR TO BE WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD ZONE AS LOCATED BY GRAPHIC SCALE PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 290550406F, DATED SEPTEMBER 28, 2006.
4. THE RECORD SOURCE OF THE PARENT TRACT IS GENERAL WARRANTY DEED RECORDED AS DOCUMENT NO. 20146603333, JACKSON COUNTY, MISSOURI.
5. THERE ARE NO ABANDONED OIL AND/OR GAS WELLS PRESENT WITHIN THE LIMITS OF THE PLAT BOUNDARY, PER THE APPROXIMATE LOCATIONS GIVEN IN THE MOBILE OIL AND GAS DATABASE UPDATED AUGUST 2014.
6. THE FOLLOWING PROPERTY IS CLASSIFIED AS URBAN BY ZSR 2010-16.030 AND ZSR 2010-16.040.



STATE PLANE (METERS) COORDINATE LISTING

NO.	NORTHING	EASTING
1	299055.290	842274.294
2	299222.177	842118.844
3	299222.177	842228.209
4	299462.291	842118.844
5	299462.291	842228.209
6	299722.232	842118.844
7	299722.232	842228.209
8	299962.286	842118.844
9	299962.286	842228.209
10	300222.230	842118.844
11	300222.230	842228.209

- SYMBOL LEGEND**
- BL BUILDING LINE
 - sq. ft. SQUARE FEET
 - U/E UTILITY EASEMENT
 - ⊙ STATE PLANE COORDINATE
 - EXISTING CURB
 - (M) MEASURED VALUES
 - (P) PLAT VALUES
 - LNA LIMITED NON-ACCESS



CITY OF LEE'S SUMMIT:

MAYOR AND CITY COUNCIL CERTIFICATION:
 THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT OF
"SUMMIT VIEW FARMS AMENDED 1ST PLAT"
 WAS SUBMITTED TO AND DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI THIS ____ DAY OF _____ 2015, BY ORDINANCE NO. _____

RANDALL RHODES DATE DENISE R. CHISHAM DATE
 MAYOR CITY CLERK

APPROVED: PUBLIC WORKS / ENGINEERING
 GEORGE W. BINDERLE, P.E. DATE
 CITY ENGINEER

APPROVED: PLANNING & CODES ADMINISTRATION DEPARTMENT
 ROBERT G. MCKAY, ACP DATE
 DIRECTOR

APPROVED: PLANNING COMMISSION
 FRED BENDRO DATE
 SECRETARY

APPROVED: JACKSON COUNTY GIS
 JACKSON COUNTY GIS DEPT. DATE

SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT I HAVE PERFORMED A SURVEY AND PREPARED THE ACCOMPANYING PLAT OF THE PREMISES EXHIBITED HEREON WHICH MEET OR EXCEED THE CURRENT "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS JOINTLY ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

JOHNNY YAKLE, PLS-2001001917 DATE

5/8" IRON BAR WITH ALUMIN. CAP NE COR. NW 1/4 SEC. 26-147N-R32W POINT OF COMMENCEMENT

2015-013

RECEIVED

Planning & Codes Administration

MAR 24 2015

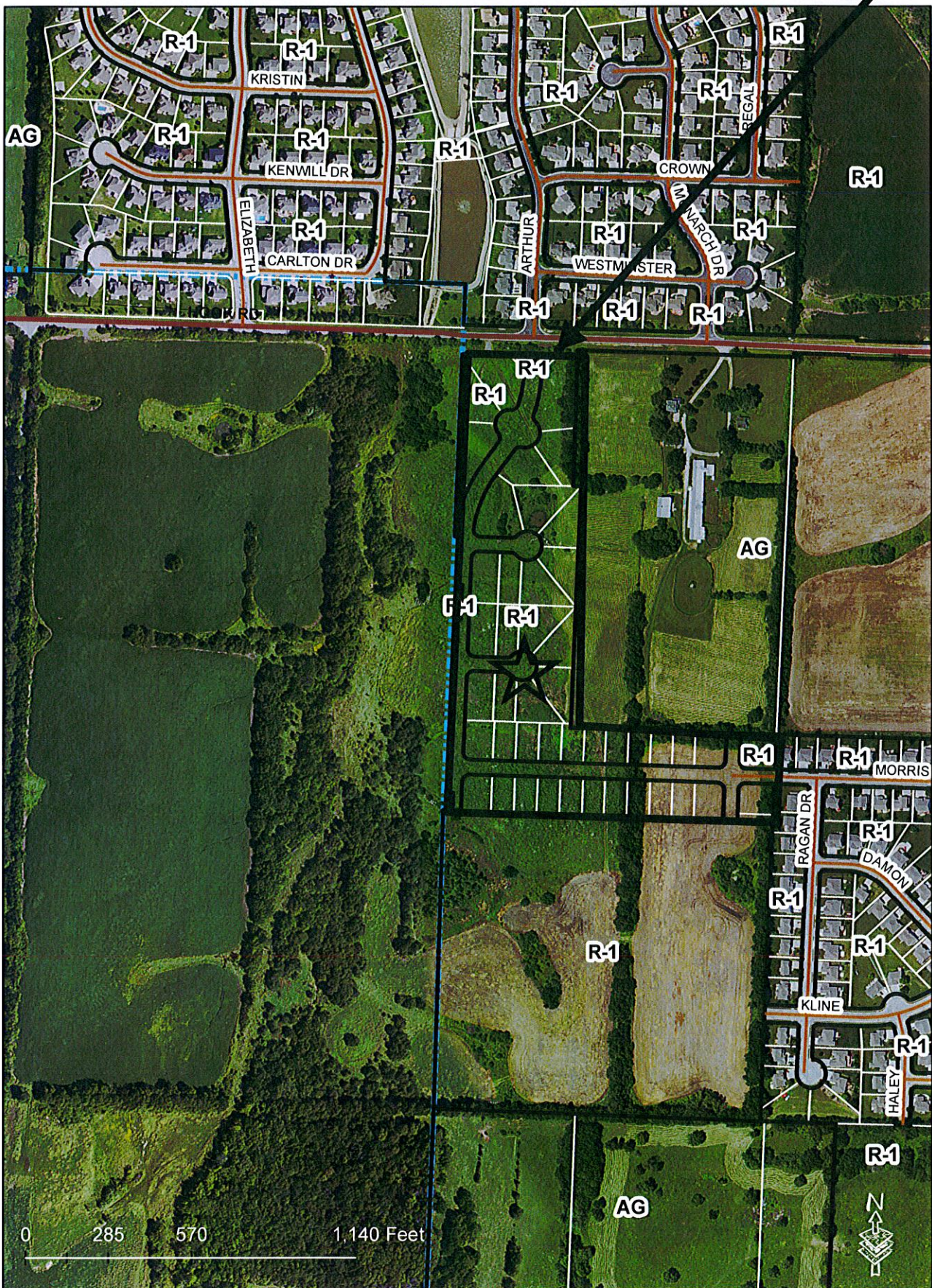
FINAL PLAT
 SUMMIT VIEW FARMS AMENDED 1ST PLAT
 BEING A REPLAT OF SUMMIT VIEW FARMS FIRST PLAT
 LEE'S SUMMIT, JACKSON COUNTY, MISSOURI
 SUMMIT VIEW FARMS DEVELOPMENT GROUP, L.L.C.
 c/o BILL KENNEY
 P.O. BOX 291
 LEE'S SUMMIT, MO 64069



NO.	SITE	PT.	REVISION
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3741 N.E. TRIGON DRIVE
 LEE'S SUMMIT, MO 64064
 PH816.347.1100 FAX816.347.1197
 MO. STATE C.O.A. #000856

#PL2015-013 -- Final Plat
Summit View Farms, Amended 1st Plat
Summit View Farms Development Co., LLC, applicant





Irrevocable Standby Letter of Credit No. 5479703

Date: March 7, 2017

To: City of Lee's Summit, Missouri
Finance Department
Att: Conrad Lamb
220 SE Green Street
Lee's Summit, MO 64063

Issue Date: 3-7-17

Expiration Date: 3-7-18

We hereby issue our IRREVOCABLE STANDBY LETTER OF CREDIT ("Letter of Credit") in your favor for the account of Summit View Farms Development Group, LLC ("Obligee") for a maximum amount not exceeding Fifty Five Thousand Four Hundred Eighteen (\$55,418.00) representing the following:

1. Earthwork (Fill / Finish Grading)
2. Permanent Seeding
3. Street Sign
4. Pavement marking

Required for Summit View Farms Amended 1st Plat and according to HDR Engineering Estimate of work for public infrastructure construction dated March 7, 2017.

The City may draw upon this Letter of Credit upon written notification to the Bank that the Obligee has defaulted in its obligation to the City to construct, install and/or complete the development related improvements required for the Project by 3-7-18 ("Initial Expiration Date") or if the Obligee has failed to post a new Letter of Credit or other sufficient security approved by the City's Director of Finance, prior to Initial Expiration Date, securing the construction, installation and/or completion of the Improvements.

The written notification shall be on official City letterhead, signed by the City Manager, the City's Finance Director, or other authorized official of the City. The amount of the Letter of Credit shall be reduced automatically by the amount of any draw hereunder. A copy of this Letter of Credit must accompany any presented documents.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon the presentation and delivery of documents as specified to us at the address specified above, no later than the Initial Expiration Date.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year from the Initial Expiration Date hereof, unless at least 60 days prior to such date, we shall send you written notice, via certified mail, that we elect not to consider this Letter of Credit renewed for such additional one-year period.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision) for the International Chamber of Commerce, ICC Publication No. 500, and to the extent not inconsistent therewith the laws of the State of Missouri, including without limitation the Uniform Commercial Code in effect therein.

Lead Bank

A handwritten signature in black ink, appearing to read "Rick Weeda", written over a horizontal line.

Rick Weeda, Senior Vice President

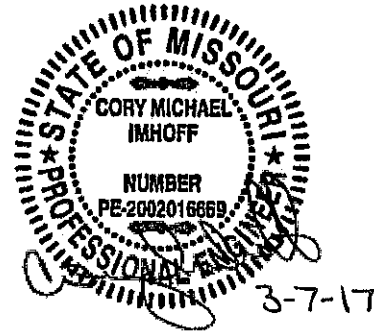
3-7-17

Date

**SUMMIT VIEW FARMS AMENDED 1ST PLAT
ENGINEER'S ESTIMATE OF WORK - SUBSTANTIAL COMPLETION
SUMMIT VIEW FARMS DEVELOPMENT GROUP, LLC - LEE'S SUMMIT, MO**

March 7, 2017

Item No.	Description	Quantity	Unit	Unit Price \$	Price \$	% complete	Amount for Letter of Credit
PUBLIC INFRASTRUCTURE CONSTRUCTION							
Grading & Roads							
1.	Earthwork (Fill / Finish Grading) (Bank Quantity)	15,134	CY	\$ 3	\$ 45,402	93%	\$ 3,178
2.	Permanent Seeding	1	L.S.	\$ 44,800	\$ 44,800	0%	\$ 44,800
3.	Street Sign	1	L.S.	\$ 4,080	\$ 4,080	0%	\$ 4,080
4.	pavement marking	1	L.S.	\$ 3,360	\$ 3,360	0%	\$ 3,360
Credit							
PUBLIC INFRASTRUCTURE TOTAL:						\$ 97,642	Total \$ 55,418



Packet Information

File #: BILL NO. 17-64, **Version:** 1

AN ORDINANCE AUTHORIZING THE WAIVER OF LEE'S SUMMIT HOUSING AUTHORITY'S PAYMENT IN LIEU OF TAXES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016 IN THE AMOUNT OF \$33,874.16. (F&BC 3-6-17)

Issue/Request:

Whether the City will grant the request of the Lee's Summit Housing Authority to waive its PILOT payment for its Fiscal Year ended September 30, 2016 in the amount of \$33,874.16.

Key Issues:

The Lee's Summit Housing Authority operates the Lee Haven and Duncan Estates housing developments. The agreement with the Lee's Summit Housing Authority requires the Housing Authority to make a Payment in lieu of Taxes (PILOT) to the City each year equal to 10% of the lower of Shelter Rent Charges or Estimated County property taxes.

The City has waived the payment each year for more than 10 years to allow the Authority to use the money for maintenance and repair of the living units.

Proposed Council Motion:

I move for second reading of AN ORDINANCE AUTHORIZING THE WAIVER OF LEE'S SUMMIT HOUSING AUTHORITY'S PAYMENT IN LIEU OF TAXES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016 IN THE AMOUNT OF \$33,874.16.

I move for adoption of AN ORDINANCE AUTHORIZING THE WAIVER OF LEE'S SUMMIT HOUSING AUTHORITY'S PAYMENT IN LIEU OF TAXES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016 IN THE AMOUNT OF \$33,874.16.

Background:

The Lee's Summit Housing Authority is a tax-exempt agency that operates the 116 units at Lee Haven and Duncan Estates housing developments, to provide low income housing for the elderly residents of the city. The Housing Authority is primarily dependent on HUD operating funds. The contract with the City of Lee's Summit states the Housing Authority will make a PILOT payment to the city equal to the lesser of 10% of rental payments minus utility expenses or the estimated property taxes for the real estate.

For more than 10 years the Housing Authority has requested the City waive the PILOT payment in order to use the monies to maintain and improve the facilities and keep costs as low as possible for the residents of Lee Haven and Duncan Estates.

The Lee's Summit Housing Authority has requested the City waive the 2016 PILOT payment in the amount of \$33,874.16.

Impact/Analysis:

The PILOT amount of \$33,874.16 is the same amount as 2015. The City has not budgeted the receipt of the PILOT as revenue in anticipation of a waiver request from the Housing Authority.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Conrad E Lamb

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE WAIVER OF LEE'S SUMMIT HOUSING AUTHORITY'S PAYMENT IN LIEU OF TAXES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016 IN THE AMOUNT OF \$33,874.16.

Committee Recommendation: On motion by Councilmember Forte, second by Vice Chair Seif, this Ordinance was approved to be presented to full council. The vote was unanimous.

BILL NO. 17-64

AN ORDINANCE AUTHORIZING THE WAIVER OF LEE'S SUMMIT HOUSING AUTHORITY'S PAYMENT IN LIEU OF TAXES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016 IN THE AMOUNT OF \$33,874.16.

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

WHEREAS, the Lee's Summit Housing Authority (hereinafter "the Authority") is a tax exempt agency that operates 116 housing units which provide low income housing for elderly residents, and relies primarily on the Department of Housing and Urban Development (HUD) for funding; and,

WHEREAS, an agreement between the City and the Authority provides that the Authority will make payments in lieu of taxes (PILOTs) each year equal to the lesser of 10% of total rental payments minus utility expenses or the estimated property taxes for the real estate owned; and,

WHEREAS, in an effort to best utilize and maximize its' financial resources for those it serves, while simultaneously keeping costs to its' clients as low as possible, the Authority regularly submits a request to the City to waive the annual PILOT payment due and owing; and,

WHEREAS, the Authority submitted a written request, attached hereto as Exhibit "A" and incorporated herein as though fully set forth, which seeks a formal waiver of the PILOT payment due for the fiscal year ending September 30, 2016 in the total amount of \$33,874.16; and,

WHEREAS, City desires to waive the Authority's PILOT payment for fiscal year ending September 30, 2016 in the total amount of \$33,874.16.

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

SECTION 1. That the City of Lee's Summit hereby grants a waiver of the payment in lieu of taxes in favor of the Lee's Summit Housing Authority for fiscal year ended September 30, 2016 in the total amount of \$33,874.16.

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

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

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

Mayor Randall L. Rhoads

BILL NO. 17-64

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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



Commissioners
Emmet Pierson, Jr. Chair
Dr. Syrtiller M. Kabat Vice Chair
Barbara Henson Member
Nick Swearngin Member
Kathryn Kelsey Member
Chris Moreno City Liaison
Darrin J. Taylor Executive Director
Vicki L. Davis Director

February 7, 2017

Mr. Conrad Lamb, Director
City of Lee's Summit
Finance Department
220 SE Green Street
Lee's Summit, MO 64063

Subject: Waiver of PILOT FYE 2016

Dear Mr. Lamb:

The Housing Authority of the City of Lee's Summit would like to request a waiver of the Payment in lieu-of-taxes for our fiscal year ended September 30, 2016. The PILOT calculation for 09/30/16 is attached for your review.

The Housing Authority continues to maintain a fiscally conservative approach in budgeting. The only revenue sources are rents and income received from the Department of Housing and Urban Development (HUD) in the form of operating subsidy and capital improvements grants; both of which continue to shrink. All tenant rental income is based on 30% of adjusted income; the majority of our tenant population is elderly or handicapped/disabled and live on "fixed" income.

We have used the PILOT funds to improve and maintain our properties; our primary goal is to provide the senior citizens we serve with safe, decent, affordable housing. We have used the PILOT as a resource in many projects, including replacing roofs, HVAC, and water heaters. We continue to maintain the properties and over the course of the next three years, we anticipate our capital improvements needs at over \$600,000. It is also our goal to provide a housing resource that the City and people of Lee's Summit can be proud to have in their Community.

If I can provide any further information, please feel free to contact me.

Sincerely,

Darrin J. Taylor, PHM
Executive Director

Cc: Board of Commissioners



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT LOW-RENT HOUSING PROGRAM COMPUTATION OF PAYMENTS IN LIEU OF TAXES		TYPE OF PROJECT(S) <input checked="" type="checkbox"/> LHA Owned Rental Housing <input type="checkbox"/> LHA Owned Homeownership FOR FISCAL YEAR ENDED: 09/30/2016	
NAME OF LOCAL HOUSING AUTHORITY Lee's Summit Housing Authority		CONTRACT NUMBER FW0812	
ADDRESS 111 South Grand, LEE'S SUMMIT, MO 64063-		PROJECT NUMBER(S) MO16P030001	
COMPUTATION OF SHELTER RENT CHARGED			
1. Dwelling Rental (Account 3110)		440,776.00	
2. Excess Utilities (Account 3120)			
3. Nondwelling Rental (Account 3190)		26,470.00	
Homebuyers Monthly Payments for:			
4. Earned Home Payments (Account 7712)			
5. Nonroutine Maintenance Reserve (Account 7714)			
6. Total Rental or Homebuyers Payments Charged (Lines 1 to 5)			467,246.00
7. Total Utilities Expense (Accounts in 4300 group)			82,183.83
8. SHELTER RENT CHARGED (Line 6 minus Line 7)			385,062.17
COMPUTATION OF SHELTER RENT COLLECTED (To be completed only if Cooperation Agreement provides for payment of PILOT on basis of Shelter Rent Collected)			
9. Accounts Receivable (Account 1122 or 1124) at beginning of fiscal year			
10. Total of Lines 8 and 9			
Deductions:			
11. Collection Losses (Account 4570) during current fiscal year			
12. Accounts Receivable (Account 1122 or 1124) at end of fiscal year			
13. SHELTER RENT COLLECTED (Line 10 minus total of Lines 11 & 12)			
COMPUTATION OF APPROXIMATE FULL REAL PROPERTY TAXES			
TAXING DISTRICTS (1)	ASSESSABLE VALUE (2)	TAX RATE (3)	AMOUNT (4)
County	4,342,841.00	0.0078	33,874.16
14. Approximate Full Real Property Taxes (Total of amounts in Col. (4))			33,874.16
PAYMENTS IN LIEU OF TAXES			
15. 10% of Line 8 or Line 13, whichever is applicable ^{1/} (see instructions on reverse side)			38,506.22
16. PAYMENTS IN LIEU OF TAXES (Line 15 or Line 14, whichever is lesser)			33,874.16
Were any expenses incurred for the project(s) during the fiscal year for services or facilities which the local taxing body should have furnished under the terms of the Cooperation Agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If the answer is "yes," will such expenses be deducted from PILOT or otherwise collected from the applicable taxing body? <input type="checkbox"/> YES <input type="checkbox"/> NO. If the answer is "no," attach a statement showing the amount of such expenses incurred and the reason for not collecting.			
^{1/} If the percentage specified in the Cooperation Agreement or the Contract with HUD is lower, such lower percentage shall be used.			
PREPARED BY: LINDSEY & COMPANY, INC. Name <u><i>[Signature]</i></u> Title <u>FEE ACCOUNTANT</u> Date <u>11/10/2016</u>		APPROVED BY: Name <u><i>[Signature]</i></u> Title <u>EXECUTIVE DIRECTOR</u> Date <u>12/7/16</u>	

Packet Information

File #: BILL NO. 17-65, **Version:** 1

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

Issue/Request:

Longview Community College, a school in the Junior College District of Metropolitan Kansas City, is hosting a Community Wide Common Read program in order to further lifelong learning and community participation.

The Lee's Summit Parks and Recreation Board identified sponsorship participation in lifelong learning and community involvement activities as one of its' priorities for 2017.

Because both the Lee's Summit Parks and Recreation Board, through the City, and the Junior College District of Metropolitan Kansas City, Missouri are governmental entities, an Intergovernmental Agreement has been drafted outlining the terms and conditions of sponsorship of the program. The Mayor of the City is required to sign all Intergovernmental Agreements upon adoption by the City Council.

Once approved, the \$2,500.00 sponsorship will be paid directly through the Parks Fund to Longview for the Community Wide Common Read program.

Key Issues:

[Enter text here]

Proposed Council Motion:

I move for second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD, AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI TO ESTABLISH A SPONSORSHIP BY LEE'S SUMMIT PARKS AND RECREATION OF THE COMMON READ PROGRAM FOR 2017-2018 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EVIDENCING THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

I move for adoption of 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

File #: BILL NO. 17-65, **Version:** 1

FOR 2017-2018 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EVIDENCING THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Carole Culbertson, Superintendent of Administration, Lee's Summit Parks and Recreation

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD, AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI TO ESTABLISH A SPONSORSHIP BY LEE'S SUMMIT PARKS AND RECREATION OF THE COMMON READ PROGRAM FOR 2017-2018 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EVIDENCING THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: On motion by Vice Chair Seif, second by Councilmember Forte, this ordinance was approved for approval to full council. The vote was unanimous.

BILL NO. 17-65

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD, AND THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI TO ESTABLISH A SPONSORSHIP BY LEE'S SUMMIT PARKS AND RECREATION OF THE COMMON READ PROGRAM FOR 2017-2018 AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EVIDENCING THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

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

WHEREAS, the Lee's Summit Parks and Recreation Board has identified as a board objective to participate through sponsorships in community events and activities that foster lifelong learning and community participation; and,

WHEREAS, in the furtherance of that objective, the Lee's Summit Parks and Recreation Board wishes to provide financial support in the form of a sponsorship to the Community Wide Common Read program being coordinated by the Junior College District of Metropolitan Kansas City at Longview Community College; and,

WHEREAS, the City and the Junior College District of Metropolitan Kansas City, MO wish to enter into an Intergovernmental Agreement to outline the terms and conditions associated with the provision of the aforementioned sponsorship funds; and,

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

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

SECTION 1. That the 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, MO for the support of the Community Wide Common Read program, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

BILL NO. 17-65

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

**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**

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between The City of Lee’s Summit, Missouri through the Lee’s Summit Parks and Recreation Board (hereinafter referred to as “LSPR”) and the Junior College District of Metropolitan Kansas City, Missouri (hereinafter referred to as “Longview”).

WITNESSETH:

WHEREAS, Longview is promoting a “Community Wide Common Read” program to enhance the quality of life and community in the Lee’s Summit area and surrounding region; and,

WHEREAS, LSPR has determined that it is in the best interest of LSPR and important to the promotion of lifelong learning and community participation to support the “Community Wide Common Read” program; and,

WHEREAS, Longview has proposed a sponsorship program whereby, in exchange for a monetary contribution, LSPR will receive certain benefits; and,

WHEREAS, LSPR wishes to enter into an agreement which would establish LSPR as a sponsor of Longview’s “Community Wide Common Read.”

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

1. **Sponsorship Payment.** LSPR agrees to provide monetary payment to Longview in the total amount of \$2,500.00 which shall constitute a Laker Blue Silver level sponsorship of the “Common Read” program, as evidenced by the invoice attached hereto as Exhibit A and incorporated herein as though fully set forth.
2. **Sponsorship Benefits.** In exchange for the Sponsorship Payment referenced above, Longview shall provide to LSPR the following benefits:
 - a. Preferred logo recognition on all “Common Read” event materials;
 - b. 2 tickets to private reception with keynote speaker of “Common Read” program;
 - c. VIP seating at the Spring convocation; and,
 - d. Sponsor’s Table during the Spring convocation.
3. **Term and Time of Performance.** The term of this Agreement shall be from the date and year first above written to April 18, 2017.
4. **Subcontracts.** The parties hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to this Agreement.
5. **Non-Discrimination Provisions.** The parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, veteran status or any other status protected by applicable law. The parties also agree to abide by the requirements of 41 CFR §60-300.5(a) and 41 CFR §60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

6. **Compliance with the Law.** All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
7. **Interest of Local Public Office/Political Activity.** No member of the City Council of the City, the Lee's Summit Parks and Recreation Board, or any officer, employee or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri. Longview shall refrain from direct participation or funding of any political activity that does not support the purpose of this Agreement. Should Longview participate in political activity, LSPR will determine whether such participation is a violation of this section.
8. **Independent Contractor.** Longview is not authorized or empowered to make any commitments or incur any obligation on behalf of LSPR, but merely to provide the services provided for herein as an Independent Contractor.
9. **Cancellation, Termination or Suspension.** This Agreement may be terminated at any time by written, mutual agreement of the parties, provided all applicable laws and regulations are complied with. LSPR shall have the right at its' option to terminate this Agreement and be free of the obligations hereunder in the event that Longview is in default or violation of the terms, conditions, assurances or certifications of this Agreement. Non-appropriation of funds by LSPR shall not be considered a violation or default of this Agreement.
10. **Notice.** Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereafter specified:

If to LSPR:

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

If to Longview:

Junior College District of Metro KC
 3200 Broadway
 Kansas City, Missouri 64111

11. **Amendments.** In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and Longview mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an Amendment.
12. **Severability.** It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its' subject matter and any prior agreements, understandings or other matters whether oral or written, are hereby merged into and made part hereof, and are not of further force or effect.
14. **Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement.

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

CITY OF LEE'S SUMMIT, MISSOURI
LEE'S SUMMIT PARKS AND RECREATION BOARD

Mayor Randall L. Rhoads

Approved as to Form:

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

JUNIOR COLLEGE DISTRICT OF
METROPOLITAN KANSAS CITY,
MO (LONGVIEW)

Chancellor
Mark James



INVOICE

DATE February 26, 2017

Invoice# 101

500 SW Longview Road
Lee's Summit, MO 64081
Phone (816) 604-2044 Fax (816) 672-2025

Bill To:

Tom Lovell
Lee's Summit Parks & Recreation
220 SE Green Street
Lee's Summit, MO 64063

Prepared by: Ebony Bowman

Table with 2 columns: Description, AMOUNT. Row 1: Laker Blue SILVER level sponsor - Preferred logo recognition on all event materials, 2 tickets to a private reception with the keynote speaker, VIP seating at Convocation, Sponsor's table during the Convocation. Amount: \$2,500. Row 2: TOTAL \$ 2,500.00

If you have any questions, please call Ebony Bowman at 816-604-2044.

THANK YOU FOR YOUR DONATION!

Packet Information

File #: BILL NO. 17-66, **Version:** 1

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

Issue/Request:

- Due to projects conducted by various departments of the City, at times there arises a need to rent equipment that the City does not currently own or possess to complete said projects.
- For these reasons, the City's Procurement and Contract Services Department solicited Bid No. 2017-066 for equipment rental via it's e-bidding service Public Purchase. The bid advertisement was posted on the City's website. The bid advertisement and solicitation was distributed to the five potential vendors on the vendor's list. Thirteen (13) potential vendors were notified via Public Purchase and nineteen (19) accessed the bid document. Three (3) bid responses were received by the bid opening date of Wednesday, January 4, 2017.
- The unofficial bid tab was created and sent to the three project managers. A meeting was held with the project managers to discuss the bid responses. Criteria response forms were distributed to the evaluation committee members at the meeting with instructions to complete and return. Upon their return an Evaluation Criteria Composite Score Sheet was created.
- The evaluation committee recommended a dual award to Bledsoe's Rentals and The G.W. Van Keppel Co. Their rationale was that there were some items one vendor could provide which the other could not, as well as price considerations pertaining to said items and their length of the rental terms as well as rental location. Both companies were the highest ranking firms per the Evaluation Criteria Composite Score Sheet.

Key Issues:

[Enter text here]

Proposed Council Motion:

I move for second reading of AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-066 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR EQUIPMENT RENTAL TO BLEDSOE'S RENTALS (CONTRACT NO. 2017-066-1) AND THE G.W. VAN KEPPEL CO. (CONTRACT NO. 2017-066-2) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

I move for adoption of AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-066 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR EQUIPMENT RENTAL TO BLEDSOE'S RENTALS (CONTRACT NO. 2017-066-1) AND THE G.W. VAN KEPPEL CO. (CONTRACT NO. 2017-066-2) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO

AND EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

[Enter text here]

Impact/Analysis:

Establishing multiple contracts for rental equipment will allow departments to select the vendor that can best meet their needs not only based on price , but also availability and location.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Ben Calia, Procurement and Contract Services Manager

Recommendation: Staff recommends the approval of AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-066 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR EQUIPMENT RENTAL TO BLEDSOE'S RENTALS (CONTRACT NO. 2017-066-1) AND THE G.W. VAN KEPPEL CO. (CONTRACT NO. 2017-066-2) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: On motion by Vice Chair Seif, second by Councilmember Forte, this ordinance was recommended for approval to full City Council. The vote was unanimous.

BILL NO. 17-66

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

WHEREAS, in order to safely, efficiently, and adequately meet the needs of the City and complete the volume and variety of projects and tasks which must be completed by City staff, there regularly arises the need to rent equipment which the City does not own or otherwise have accessible; and,

WHEREAS, due to the frequency with which rentals are needed by multiple departments across the City, as well as the variety of equipment needs, it was determined that it was in the best interest of the City to solicit bids for the provision of such services in order to ensure that the best pricing and equipment options were being accessed and utilized City-wide; and,

WHEREAS, in response to this identified need, the City's Procurement and Contract Services Department solicited responses to Bid No. 2017-066 for equipment rental services; and,

WHEREAS, the bid was advertised and sent directly to five (5) potential bidders, and an additional thirteen (13) bidders were notified through the City's e-procurement system, Public Purchase; and,

WHEREAS, as of the close of the time period for submission and the bid opening date, January 4, 2017, a total of three (3) bids were received by the City; and,

WHEREAS, based upon the evaluation of bids and interviews, the project evaluation committee recommended dual award of Bid No. 2017-066 to Bledsoe's Rentals, as Contract No. 2017-066-1 and The G.W. Van Keppel Co., as Contract No. 2017-066-2.

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

SECTION 1. That Bid No. 2017-066 be and hereby is dually awarded to Bledsoe's Rentals as Contract No. 2017-066-1 and The G.W. Van Keppel Co. as Contract No. 2017-066-2.

SECTION 2. That Contract No. 2017-066-1 for equipment rental services by and between the City of Lee's Summit, Missouri and Bledsoe's Rentals, attached hereto as "Exhibit A" and incorporated herein by reference and Contract No. 2017-066-2 for equipment rental services by and between the City of Lee's Summit and The G.W. Van Keppel Co., attached hereto as "Exhibit B" and incorporated herein by reference be and the same are hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

BILL NO. 17-66

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

THIS CONTRACT, made this _____ day of _____ 20____, is herein called Yearly Contract for Equipment Rental as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Bledsoe Rentals, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 4th day of January, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____ 2017, Bid No. 2017-066, Contract period from _____, to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid #2017-066; section 2.1 Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-066	Dated:	January 4, 2017	Pages	1	through	22
Specifications:		Dated:	January 4, 2017	Pages	7	through	8
General Conditions:				Pages	15	through	20
Special Attachments:							

B. Arbo
Procurement Officer of Record

Bledsoe Rentals
Company Name

Stephen A. Arbo, City Manager Date

[Signature]
Company Authorized Signature

READ AND APPROVED:

President 1-25-2017
Title Date

J. Thomas Lovell, Administrator of Parks & Recreation

Type or Print the Name of Authorized Person

Adam Fouts

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
Phone: 816-969-1083 Fax: 816-969-1081
Procurement and Contract Services Manager: Ben Calia, CPPB
Email Address: Ben.calia@cityofls.net

INVITATION FOR BID NUMBER 2017-066

The City of Lee's Summit will accept electronic submitted bids through Public Purchase or hand delivered four (4) bid responses (one (1) original and three (3) copies) from qualified persons or firms interested in providing the following:

**EQUIPMENT RENTAL
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM OR HAND DELIVERED PRIOR TO THE OPENING DATE OF
WEDNESDAY, JANUARY 4, 2017 at 2:00 PM LOCAL TIME**

The cutoff date for any questions for this bid is Tuesday, December 20th, 2016, at Noon, CST.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all bids, to waive technical defects, and to select the bid(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)	
Bledsoe Rentals	Adam Facts	
Address	Signature	
1300 NE Douglas St, Lee's Summit, MO 64086	President	
City/State/Zip	Title	
816-524-4222	12-19-2016	44-0643755
Telephone #	Date	Tax ID #
816-524-4227		
Dailyinvoice@bledsoerentals.com	Corporation	
E-mail	Entity Type	

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INVITATION FOR BID
BID NUMBER 2017-066

The City of Lee's Summit will accept electronically submitted or hand delivered bids from qualified persons or firms for **Equipment Rental** to establish a term contract. Bids must be received electronically in Public Purchase or hand delivered four (4) bid responses (one (1) original and three (3) copies) by 2:00 P.M. Local time, on Wednesday, January 4, 2017. Bids will be read aloud publicly in the Finance and Budget Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo> or by contacting the Procurement Officer listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

Ben Calia, Procurement and Contract Services Manager

SCOPE: This City of Lee's Summit Invitation for Bid solicitation is to establish a Lease/Rental Contract(s) for equipment which may be required by City departments for temporary use on various City projects at various lengths of time according to the need. Equipment will be used on an as required basis.

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer conducting this solicitation, addendum(s) may be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. **Requests for clarification must be received no later than Noon, Local Time, Tuesday, December 20th, 2016.**
- 1.3 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.4 The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.5 Bids submitted on separate forms are not acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.6 **The bidder MUST submit a complete bid document. All pages shall be filled out completely. The submitted bid response shall consist of all bid pages. An incomplete bid submittal document may be considered non-responsive.**
- 1.7 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the City Manager of the City of Lee's Summit shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City Manager.
- 1.8 State total costs of items bid in Section 4.0 PRICING.
- 1.9 In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- 1.10 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.11 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid or as stipulated on an appropriate addendum. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.12 Any award of a contract resulting from this Invitation for Bid will be made only by written authorization from the City Manager.

- 1.13 For prompt payment, all invoices must be either sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net. **Pre-billing will not be allowed without prior written acceptance by the City.**
- 1.14 If an award is a result of this Invitation for Bid, a contract in the form of a Term Contract will be issued. The PO or contract number (whichever is applicable) must be referenced on all documentation including delivery ticket, packing slip and/or invoice.
- 1.15 Whenever a material, article, or piece of equipment is identified by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard. Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material, article, or equipment is, in the opinion of the City, of equal substance and function. When the manufacturer is referenced and the words "or approved alternate" do not follow, it shall be deemed that the words "or approved alternate" shall follow such designations unless the material, article, or piece of equipment is identified as "no substitutes." The City in its sole discretion may reject proposed substitute items. Samples may be required for evaluation prior to award. **PLEASE SUBMIT DESCRIPTIVE LITERATURE WITH ALTERNATE BIDS**
- 1.16 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.17 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located in SECTION 7.0 GENERAL TERMS & CONDITIONS. Any bid conditioned on conflicting Terms & Conditions may be rejected.

2.0 SPECIAL REQUIREMENTS:

2.1 Renewal Option:

- 2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

- 2.2 **Business License:** The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain

business licenses. A business license shall not be required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 **Evaluation Criteria:** Bids will be evaluated by City personnel. They will make a comparative assessment of the bidder's response to this Invitation to Bid via the use of the objective and subject judgment based on the materials provided. The evaluation point breakdown is as follows:

- 2.3.1 **Price:** Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid. 50 points
 - 2.3.3 **References and Experience:** Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references. 20 points
 - 2.3.2 **Location of Firm:** Consideration will be given to those firms located in closer proximity* to the City of Lee's Summit. 30 points
- *Proximity shall be determined by utilizing Google Maps to determine the number of miles from Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO 64063 to the address stated on the Offerors' bid.

SCORING RANGES

	50 Point Item	30 Point Item	20 Point Item
Outstanding	37 – 50	25 – 30	16 – 20
Exceeds Acceptable	25 – 36	19 – 24	11 – 15
Acceptable	13 – 24	13 – 18	6 – 10
Marginal	0 – 12	0 – 12	0 – 5

		Max. Pts	Score
1	Price: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.	<u>50</u>	_____
2	References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.	<u>20</u>	_____
3.	Location of Firm: Consideration will be given to those firms located in closer proximity to the City of Lee's Summit.	<u>30</u>	_____
		Total(100)	

- 2.4 **Pricing:** Bidder must complete and submit pricing page (Section 4.0 PRICING).
- 2.5 **Insurance:** Bidder has and will maintain insurance coverage in accordance with the requirements of this Invitation identified in SECTION 8.0 INSURANCE REQUIREMENTS. The bidder must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to the award of a contract.
- 2.6 **Scheduling of Delivery:** Any delivery shall be coordinated with the department representative(s) or their designee.
NOTE: Any delivery fees shall be included in the Pricing for Equipment in Section 4.0. The City shall not pay additional line items for delivery on invoices.
- 2.7 **Compliance:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:
 - 2.7.1 To be provided with Bid submittal:
 - Bidder must complete the bid document in its entirety. Submit all Pages of this complete bid

document (bidders to keep copy of bid submitted)

- List of References and Experience on form provided
- Executed Addendum(s)-if applicable

2.7.2 To be provided prior to the issuance of a contract:

- Business License
- **A Pricing Catalog/List that identifies all items available and the applicable rental rates must be provided prior to the issuance of a contract.**
- W-9 (new vendor only)
- Vendor Information Form (new vendor only)
- Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.

2.8 **No Financial Interest or Other Conflict: By submission of its response, the bidder certifies that they are in compliance with items 2.8.1 through 2.9.4.**

2.8.1 No City of Lee's Summit employee, City Council member or member of any City of Lee's Summit board or commission, nor family member (the spouse, parent, grandparent, stepmother, stepfather, child, grandchild, brother, sister, half brother, half sister, adopted children of parent, or spouse's parents) of any such person to the third degree of consanguinity or affinity to City Employee, City Council member or member of any City of Lee's Summit board or commission, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **The City of Lee's Summit**.

2.8.2 No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any employee, City Council member, or member of any City of Lee's Summit board or commission, nor to any family member of any such person.

2.9 **Debarment and Suspension Status:**

2.9.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

2.9.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

2.9.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

2.9.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.10 **Basis of Award:** Awards will be made to the lowest, responsive and responsible bidder(s) that we believe are in the best interest of the City per the established evaluation criteria stated in section 2.3 of this bid document. It is the intent of the City to place orders with the awarded bidder(s) who can provide the equipment at the time needed for the length of time required. The City reserves the right to place orders with other vendors, in the event of an urgent, immediate need, and/or delivery time and availability of service requested cannot be met by the lowest priced vendor at the time of need.

3.0 SPECIFICATIONS:

- 3.1 **Non-Biased Specifications:** This Invitation contains no requirements considered to be unduly biased in favor of Offeror or any other Offerors that may be competing for this procurement.
- 3.2 The specified items are identified in section 4.0 PRICING of this bid document.
- 3.3 Each rental will require a written receipt/ticket, but not a rental agreement. The executed contract between the City and the awarded vendor(s) will be the agreement.
- 3.4 **Delivery:** Deliveries shall be arranged with the requesting department's point of contact.
- 3.5 **Maintenance:** Lessor shall provide written instructions for the daily and weekly operating maintenance procedures which shall be performed by the City.
All scheduled Preventative Maintenance and Service Repair shall be performed by the Lessor, as required. Lessor shall provide the City with the maintenance schedule for the rented equipment. The City will notify the Lessor when equipment requires maintenance according to the schedule provided.
- 3.6 **Physical Damage:** Upon finding by the City that all rental equipment is in satisfactory working condition and free from obvious mechanical and structural defects, The City agrees to surrender the equipment at the expiration of the rental term, in the same condition when rented, excepting normal wear and tear.
- 3.7 **Rental Terms and Conditions:**
- 3.7.1 **Rental of Equipment:** Lessor hereby agrees to rent to the Lessee, and Lessee hereby agrees to rent from Lessor in strict accordance with the specifications and the terms and conditions contained herein.
- 3.7.2 **Maintenance and Repair:** The Lessor shall provide maintenance and repair service, as required, at its own expense during the term(s) of the individual equipment rentals.
- 3.7.3 **Equipment Rental Term:** The term of any individual equipment rental shall be as required for any short-term or long-term period and shall not exceed the original contract term or resultant renewal periods at the rates established for the itemized equipment as specified herein.
- 3.7.4 **Use and Inspection of Equipment:** Lessor hereby agrees to provide Lessee during the term of any individual rental with the use of the Equipment. Lessor shall have the right at all reasonable times during business hours to enter upon the property of Lessee where the Equipment is located for the purpose of inspecting the Equipment.
- 3.7.5 **Delivery & Inspection (when applicable):** Delivery will be by appointment only to allow City staff to do complete inspections of the units, at which time; photos may be taken to document the condition of the machinery. A representative of the Lessor shall be present to participate in the inspections. At the end of the rental period if the units are to be picked up, no units will be released to a freight hauling company, unless the Lessor's representative has properly inspected the units in the presence of the Lessee. **All costs associated with delivery and pickup of rental units are the responsibility of the Lessor.**
- 3.7.6 **Title:** Lessee shall have no title to the Equipment and the Equipment shall remain the property of the Lessor.

- 3.7.7 Taxes and Fees: Lessor shall pay all taxes, insurance, assessments, fees or penalties which may be levied or assessed on or in respect to the Equipment, its use, or any interest therein.
- 3.7.8 Insurance: Lessor shall maintain insurance sufficient to cover any loss of the Equipment, its repair or replacement.
- 3.7.9 Warranty & Safety: The City of Lee's Summit will accept bids on both used and new units. The units picked up or delivered must be completely covered by a manufacturer's or rental companys' warranty, which includes replacement/repair parts, labor and transportation costs for the entire length of the rental period. Parts and service availability MUST be within 24-48 hours of contact. The units must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto and be equipped with all required safety equipment based upon industry standards. The Lessor warrants that all equipment, articles and materials rented under this agreement will conform to each and every specification or other description which is contained in the rental, furnished to the Lessee, and that such equipment, articles and materials will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be waived by reason of the Lessee's acceptance or rental payment.
- 3.7.10 Downtime: If a unit is down, the Lessor must substitute a loan unit of mutually agreed upon type. The substitute unit must be provided within one (1) business day after notification. The City reserves the right to rent a replacement unit from another provider due to the time constraints of the project. The City will only be liable for those costs associated with the rental period in which the unit was actually functioning properly. **All costs associated with the delivery and pickup of any replacement or rental unit to be repaired is the responsibility of the rental company.**

4.0 PRICING: Each item/section below should be completed using the following: 1. Price, 2. NB for No Bid. Failure to comply may result in rejection of bid submittal. Note: Any delivery or pick up fees shall be included in the pricing submitted below.

SECTION ONE - ITEM DESCRIPTION				SECTION TWO - OFFEROR'S BID		
Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price
1	Breaker, Hydraulic/Loader	1	Each	\$167.20	\$502.55	\$1,111.60
2	5x12 Utility Trailer	1	Each	\$52.25	\$209.00	\$463.40
3	Trailer, Equip 16000 Max 18'	1	Each	\$94.05	\$378.10	\$833.70
4	Trailer, Equip-8000 Max	1	Each	\$79.80	\$313.50	\$694.40
5	Trailer, Equip 12000 Max	1	Each	\$94.05	\$378.10	\$833.70
6	Trailer, Dump 5 yard 14 x 16.5 Heavy Duty	1	Each	\$104.50	\$418.95	\$926.10
7	Trailer, Dump 5.3 Yard	1	Each	\$84.55	\$335.35	\$741.30
8	Truck, Dump 10'6 Yard	1	Each	\$216.25	\$1,047.85	\$2,316.30
9	Rammer Dirt Tamper (gas)	1	Each	\$84.55	\$250.80	\$555.80
10	18" Sod Cutter (gas)	1	Each	\$152.00	\$608.00	\$784.00

Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price
11	10'4" Excavator	1	Each	\$250.80	\$754.30	\$1,668.10
12	12'8" Excavator	1	Each	\$335.35	\$1,005.10	\$2,221.80
13	7'3" Excavator	1	Each	\$189.05	\$565.25	\$1,250.80
14	Loader Brush Cutter Attachment	1	Each	\$121.60	\$484.50	\$1,071.00
15	Loader, Skid HVAC Cab	1	Each	\$220.40	\$660.25	\$1,458.80
16	Mini Loader Ride on Track	1	Each	\$156.75	\$472.15	\$1,042.30
17	Mini Loader Vibratory Plow Attachment	1	Each	\$94.05	\$283.10	\$625.80
18	Plow, Vibratory Ride On	1	Each	N/A		
19	Buggy, Georgia Tracked	1	Each	\$132.05	\$393.30	\$868.70
20	Chipper, Brush 12" Max	1	Each	\$313.50	\$1,256.85	\$2,779.00
21	10' 6 yard Dump Truck	1	Each	\$261.25	\$1,047.85	\$2,316.30
22	19' Skyjack Scissor Lift	1	Each	\$115.90	\$319.20	\$463.40
23	20' Skyjack Scissor Lift	1	Each	\$115.90	\$319.20	\$463.40
24	26' Skyjack Scissor Lift	1	Each	\$126.35	\$378.10	\$555.80
25	5'x8' Road Plate	1	Each	N/A		
26	5'x12' Road Plate	1	Each	N/A		
27	6'x12' Road Plate	1	Each	N/A		
28	8'x10' Road Plate	1	Each	N/A		
29	8'x12' Road Plate	1	Each	N/A		
30	8'x16' Road Plate	1	Each	N/A		
31	8'x20' Road Plate	1	Each	N/A		
32	Stump Grinder	1	Each	\$197.60	\$988.00	\$2,184.70
33	Aluminum Trench Box 4'x8'	1	Each	N/A		
34	Aluminum Trench Box 6'x6'	1	Each	N/A		
35	Aluminum Trench Box 8'x8'	1	Each	N/A		
36	Table Rectangle 8'	1	Each	\$6.65	\$19.00	\$29.40

Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price
37	Plastic Folding Chairs	1	Each	\$0.95	\$2.85	\$4.20
38	Loader, Track HVAC Cab	1	Each	\$290.70	\$872.10	\$1,927.80
39	Loader, Track Bobcat T590 HVAC Cab	1	Each	\$290.70	\$872.10	\$1,927.80
40	Loader, Track Deere 323D HVAC Cab	1	Each	\$290.70	\$872.10	\$1,927.80
41	Trencher 4x30	1	Each	\$146.30	\$439.85	\$973.00
42	Lift, Bucket 36ft 2 Man Tow Electric	1	Each	\$178.60	\$713.45	\$1,313.90
43	Lift, Personnel 1 Man 30 ft	1	Each	\$104.50	\$313.50	\$463.40
44	Pressure Washer 3200 PSI Hot water	1	Each	\$126.35	\$502.55	\$1,111.60
45	Pressure Washer 3500 PSI	1	Each	\$78.90	\$313.50	\$694.40
46	Cutter, Sod Gas 24	1	Each	\$189.05	\$754.30	\$1,111.60
47	Ball, Mount w/ Equipment	1	Each	\$7.60	\$16.15	\$25.20
48	Hammer, Air 90 lb.	1	Each	\$73.15	\$220.40	\$486.50
49	Light, Tower 4000 Watt	1	Each	\$133.00	\$385.70	\$490.00
50	Pump, 2" Gas w/ 2 hoses	1	Each	\$62.70	\$250.80	\$555.80
51	Roller, Lawn Towable	1	Each	\$32.30	\$94.05	\$208.60
52	Roller, Lawn Push	1	Each	\$19.95	\$62.70	\$208.60
53	Rotary Tip for Pressure Washer	1	Each	\$7.60	\$34.20	\$49.00
54	Trailer, Agitating Concrete	1	Each	\$146.30	\$439.85	\$1759.40
55	Trailer, Skid Loader	1	Each	\$52.25	\$156.75	\$347.90
56	Propane Refills 20lb	1	Each	\$19.40		
57	Propane Refills 30lb	1	Each	\$26.84		
58	Propane Refills 40lb	1	Each	\$38.29		
59	Propane Refills 100lb	1	Each	\$83.41		
60	Vermeer S450TX	1	Each	\$156.75	\$283.10	\$1,042.30
61	Adjustable Spreaders	1	Each	\$12.35	\$38.00	\$82.60
62	2' Extension Legs package for Aluminum	1	Each	N/A		

Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price	
63	Fin Board 4' x8'	1	Each	N/A			
64	Lifting Device	1	Each	N/A			
65	End Member 10'	1	Each	N/A			
66	Modular Shield Panel 24" x 8'	1	Each	N/A			
67	Modular Shield Panel 24" x 12'	1	Each	N/A			
68	Release Tool 48"	1	Each	N/A			
69	Shoring Pump Hand	1	Each	N/A			
70	Removal Hook 48"	1	Each	N/A			
71	Kit: 1.5 Shore 52-88" Cyl	1	Each	N/A			
72	Kit: 1.5 Shore 52-88" Cyl 24" Ext	1	Each	N/A			
73	Kit: 1.5 Shore 52-88" Cyl 56" Ext	1	Each	N/A			
74	1.5' Rail CS	1	Each	N/A			
75	1.5' Rail SS	1	Each	N/A			
76	52" – 88" Cylinder Assembly	1	Each	N/A			
77	Shield Aluminum 6' x 6'	1	Each	N/A			
78	Scissor Lift 30-35' Electric 46-48"	1	Each	N/A			
79	Sweeper Ride on 8' Windrow Three Wheel	1	Each	N/A			
80	Blower Axial 12" Electric	1	Each	N/A			
81	Blower 16" Ventilation	1	Each	N/A			
82	Duct Hose 16" x 25'	1	Each	N/A			
83	Mini Excavator 7400-9199#	1	Each	\$250.80	\$754.30	\$1,668.10	
84	Mini Excavator Bucket 18"	1	Each	\$52.25	\$156.75	\$347.90	
85	Light Tower Towable Small	1	Each	\$133.00	\$385.70	\$490.00	
86	Skid Steer Loader 2001-2599#	1	Each	\$189.05	\$565.25	\$1,250.20	
	U-CARTS			2 HRS	3 HRS	DAILY	WEEKLY
87	U-Cart Trailer	1	Each	\$30.40	\$44.65	\$146.30	\$439.85

	CONCRETE FOR U-CARTS			5-SACK MIX	6-SACK MIX		
88	1/4 YARD CONCRETE	1	Each	\$68.50	\$74.50		
89	1/3 YARD CONCRETE	1	Each	\$73.50	\$80.50		
90	1/2 YARD CONCRETE	1	Each	\$83.50	\$86.50		
91	2/3 YARD CONCRETE	1	Each	\$94.50	\$100.50		
92	3/4 YARD CONCRETE	1	Each	\$104.50	\$112.50		
93	1 YARD CONCRETE	1	Each	\$125.00	\$135.00		

Percentage off Catalog/List Pricing for Items not Identified Above:		5% Day/Week &	30% off Month%
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered:		0 %	
Delivery Time (after receipt of Purchase Order) when applicable:		1 days	

4.1 Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.16? Yes No

4.2 If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.16? Yes No

4.3 All pricing shall remain firm and fixed for the duration of the contractual term.

4.4 All delivery/pickup cost shall be included in prices stated above.

4.5 Any City of Lee's Summit Department/Agency may rent any other items not listed above. The rental rate will be based on the percentage off of the list price in the Vendor's catalog/list at time of rental. **A Pricing Catalog/List that identifies all items available and the rental rates must be provided prior to the issuance of a contract. Said pricing shall remain in effect for the term of the contract. Upon contract renewal, a new Pricing Catalog/List will be required.**

4.6 Contact Information:

Hours of Operation: Monday-Friday 7:30am - 5:30pm / Saturday 8:00am - 5:00pm / Sunday 9:00am - 2:00pm

Contact Person: Jonathan Thompson

Phone Number: 816-835-9026

Email address: jonathan@bledsoerentals.com

Can Items be rented 24 hours a day, 7 days a week? Y N

5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

YES _____ NO _____ INITIALS _____

6.0 SAMPLE CONTRACT

THIS CONTRACT, made this _____ day of _____, 20____, is herein called Yearly Contract for _____ as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and _____, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the ___ day of _____, 20XX, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____, 20XX, Bid No. 20XX-____, Contract period from _____, to _____. The City may, at its option, renew the Contract for two (2) additional one-year contract periods by giving written notice to the supplier or This is the final renewal period option for this contract. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # _____ - _____; section ____; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may

purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number: .	Dated:	Pages	through
Specifications:	Dated:	Pages	through
General Conditions:		Pages	through
Special Attachments:			

Procurement Officer of Record

Company Name

Stephen A. Arbo, City Manager

Date

Company Authorized Signature

READ AND APPROVED:

Title

Date

J. Thomas Lovell, Administrator of Parks & Recreation

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

7.0 GENERAL TERMS AND CONDITIONS**GENERAL TERMS AND CONDITIONS****GENERAL INSTRUCTIONS CONCERNING IFB's/BID's**

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings).
 - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
 - B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (2) Date of bonds shall be the same as the date of City's execution of the contract.
- (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT:**
 - A **BASIS OF AWARD.**
 - (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
 - B **EVALUATION OF BIDS.**
 - (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
 - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
 - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
 - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
 - C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.

GENERAL CONTRACTUAL REQUIREMENTS.

1. **DEFINITIONS.**
 - A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
 - B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
 - C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
 - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
 - E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
 - F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
 - G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
 - H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
 - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C. Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or Issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation.** State of Missouri. If required by the "Invitation to Bid"

- B Wage Rate Determination** – Federal. If required by the "Invitation to Bid"
The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay [see bid document] to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
(1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
(2) To any acts of the City.
(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
(4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
B Engineer's Pay Estimates:
(1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
(2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
(3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. DAVIS BACON ACT: The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

8.0 INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

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

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

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

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

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

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

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

Policy must include the following conditions:

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

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

Any Auto
OR
All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident	\$500,000
Combined Single Limits	\$500,000
Bodily Injury	\$500,000
Property Damage:	\$500,000

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

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

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

GENERAL INSURANCE PROVISIONS:

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

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Procurement and Contract Services Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

9.0 LIST OF REFERENCES AND EXPERIENCE

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid.

How many years has your firm been in business?	Years: _____
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: _____	
Address: _____ _____	
Contact Person: _____	
Title: _____ Telephone No: _____	
Email Address: _____	
<u>Description of Work/Services Performed:</u>	
Contract Amount: \$ _____ Completion Date: _____	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: _____	
Address: _____ _____	
Contact Person: _____	
Title: _____ Telephone No: _____	
Email Address _____	
<u>Description of Services Performed:</u>	
Contract Amount: \$ _____ Completion Date: _____	

Rental Rates for City of Lee's Summit 2017

Bledsoe Rentals
 1300 NE Douglas St
 Lee's Summit, MO 64086
 816-524-4222



Key	Name	3 Hour	Daily	Weekly	Monthly
001-1114	Concession Frozen Drink Machine		\$75.05		
001-1890	Concession Shaved Ice Machine Polar		\$54.15		
001-2660	Concession Popcorn Popper 6oz		\$75.05		
001-3052	Concession Cotton Candy Floss		\$75.05		
002-0003	WRENCH, IMPACT 1/2" ELECT	\$19.95	\$32.30	\$126.35	\$278.60
002-0057	WRENCH, IMPACT 3/4" ELECT	\$37.05	\$41.80	\$167.20	\$370.30
003-0001	WHIRL-A-WAY / 2500 PSI KIT	\$49.40	\$68.40	\$0.00	\$0.00
003-0002	PAINT SPRAYER, AIRLESS MEDIUM	\$52.25	\$79.80	\$313.50	\$463.40
003-0003	20" WHIRL-A-WAY SURFACE	\$15.20	\$19.95	\$62.70	\$139.30
003-0009	TEXTURE SPRAY RIG	\$41.80	\$52.25	\$156.75	\$347.90
003-0012	COMPRESSOR, AIR ELEC 1.5HP	\$38.00	\$112.10	\$339.15	\$0.00
003-0016	GUN, TEXTURE SPRAY (ONLY)	\$19.95	\$62.70	\$126.35	\$0.00
003-0025	PRESSURE WASHER 3200 PSI HOT	\$94.05	\$126.35	\$502.55	\$1,111.60
003-0027	18' TELESCOPING PW WAND	\$15.20	\$27.55	\$79.80	\$115.50
003-0028	PRESSURE WASHER 2500 PSI	\$41.80	\$62.70	\$250.80	\$555.80
003-0029	PRESSURE WASHER 2700 PSI	\$41.80	\$62.70	\$250.80	\$555.80
003-0035	PRESSURE WASHER 3500 PSI	\$52.25	\$79.80	\$313.50	\$694.40
003-0042	COMPRESSOR, AIR GAS 8.5CFM	\$52.25	\$156.75	\$472.15	\$0.00
004-0001	AUGER, SEWER ELEC 3/8X25	\$47.50	\$62.70	\$189.05	\$278.60
004-0002	AUGER, SEWER ELEC 5/8X75	\$62.70	\$84.55	\$250.80	\$370.30
004-0003	AUGER, SEWER ELEC 1/2X75	\$58.90	\$80.75	\$239.40	\$352.10
004-0004	AUGER, SEWER ELEC 5/8X100	\$70.30	\$94.05	\$283.10	\$416.50
004-0005	AUGER, SEWER HAND 3/8X25	\$29.45	\$38.00	\$112.10	\$167.30
004-0006	AUGER, SEWER HAND 1/2 X 50	\$39.90	\$52.25	\$156.75	\$231.00
004-0008	AUGER, TOILET/CLOSET HAND	\$20.90	\$30.40	\$88.35	\$130.20
004-0014	AUGER, SEWER ELEC 3/8X50	\$58.90	\$80.75	\$239.40	\$352.10
005-0003	TRAILER, UTILITY 4X5	\$18.05	\$29.45	\$112.10	\$249.90
005-0004	TRAILER, EQUIP 12000 MAX	\$62.70	\$94.05	\$378.10	\$833.70
005-0005	TRAILER, EQUIP. 8000 MAX	\$52.25	\$79.80	\$313.50	\$694.40
005-0006	TRAILER, UTILITY 4X7	\$19.95	\$32.30	\$126.35	\$278.60
005-0007	TRAILER, DUMP 5 YARD 14 X 6.5	\$62.70	\$104.50	\$418.95	\$926.10
005-0009	TRAILER, UTILITY 5X8	\$25.65	\$38.00	\$151.05	\$333.20
005-0010	TRAILER, CLOSED 5X8	\$32.30	\$41.80	\$167.20	\$370.30
005-0011	TRAILER, UTILITY 5X10	\$32.30	\$41.80	\$167.20	\$370.30
005-0013	TRAILER, UTILITY 5X12	\$37.05	\$52.25	\$209.00	\$463.40
005-0014	TRAILER, EQUIP 16000 MAX 18'	\$62.70	\$94.05	\$378.10	\$833.70
005-0015	TRAILER, UTILITY 5X9	\$25.65	\$38.00	\$151.05	\$333.20
005-0018	TRAILER, FLAT BED 7X14	\$52.25	\$84.55	\$335.35	\$741.30
005-0019	DOLLY, DRY WALL	\$30.40	\$88.35	\$176.70	\$0.00
005-0021	DOLLY, APPLIANCE STAIRCLIM	\$12.35	\$18.05	\$56.05	\$82.60
005-0022	DOLLY, DEEP FREEZE	\$18.05	\$25.65	\$76.00	\$111.30

005-0023	DOLLY, BARREL SMALL	\$10.45	\$16.15	\$66.50	\$148.40
005-0024	DOLLY, 4-WHEEL	\$5.70	\$9.50	\$38.00	\$82.60
005-0025	DOLLY, PIANO+ORGAN .5 TON	\$12.35	\$18.05	\$76.00	\$167.30
005-0026	DOLLY, MULE PRY BAR	\$12.35	\$16.15	\$50.35	\$74.20
005-0029	PADS, FURNITURE 6'X6' EACH	\$1.90	\$2.85	\$6.65	\$0.00
005-0030	PADS, FURNITURE 6'X6' DOZ.	\$16.15	\$34.20	\$66.50	\$0.00
005-0031	DOLLY, BARREL-55 GALLON	\$18.05	\$25.65	\$76.00	\$111.30
005-0033	RAMPS, PICKUP TRUCK	\$12.35	\$18.05	\$76.00	\$167.30
005-0034	DOLLY, CART 4-WHEEL	\$15.20	\$27.55	\$79.80	\$115.50
005-0036	TRAILER, ROLLER	\$41.80	\$62.70	\$189.05	\$416.50
005-0037	TOW DOLLY	\$42.75	\$62.70	\$189.05	\$416.50
005-0039	CUPS, SUCTION-PER PAIR	\$16.15	\$25.65	\$76.00	\$111.30
005-0046	TRAILER W/SKID LOADER	\$32.30	\$52.25	\$156.75	\$347.90
005-0049	TRAILER, W/17 EXCAVATOR	\$32.30	\$52.25	\$156.75	\$347.90
005-0050	TRAILER, WOOD HAUL=5X8	\$41.80	\$62.70	\$189.05	\$416.50
005-0055	TRAILER, CLOSED 6X12	\$38.95	\$56.05	\$226.10	\$498.40
005-0056	TRAILER, CLOSED 7X12	\$41.80	\$62.70	\$250.80	\$555.80
005-0058	TRAILER, DUMP 5.3 YARD	\$52.25	\$84.55	\$335.35	\$741.30
005-0060	TRAILER, AGITATING CONCRETE	\$44.65	\$146.30	\$439.85	\$0.00
005-0061	TRAILER, EQUIP TILT BED 12000	\$62.70	\$94.05	\$378.10	\$833.70
007-0001	LADDER, STEP 16'	\$27.55	\$37.05	\$109.25	\$162.40
007-0003	LADDER, STEP 8'	\$12.35	\$18.05	\$56.05	\$82.60
007-0004	LADDER, STEP 10'	\$15.20	\$19.95	\$62.70	\$93.10
007-0005	LADDER, STEP 12'	\$19.95	\$27.55	\$79.80	\$115.50
007-0006	LADDER, EXTENSION 24'	\$19.95	\$27.55	\$79.80	\$115.50
007-0007	LADDER, STEP 14'	\$25.65	\$32.30	\$94.05	\$208.60
007-0008	LADDER, EXTENSION 32'	\$27.55	\$37.05	\$109.25	\$162.40
007-0009	LADDER, EXTENSION 40'	\$32.30	\$41.80	\$126.35	\$184.80
007-0013	LADDER, STAND-OFF	\$10.45	\$19.95	\$62.70	\$0.00
007-0016	LADDER JACKS, ALUM. PAIR	\$12.35	\$25.65	\$76.00	\$0.00
007-0017	LADDER, ROOF HOOK	\$9.50	\$18.05	\$56.05	\$0.00
007-0018	SCAFFOLD, END-6 FT 6 IN.	\$5.70	\$12.35	\$25.65	\$0.00
007-0020	SCAFFOLD, END-5 FT	\$4.75	\$10.45	\$19.95	\$0.00
007-0021	SCAFFOLD, CROSS BRACE	\$2.85	\$5.70	\$12.35	\$0.00
007-0022	SCAFFOLD, ROLLER NON-ADJST	\$1.90	\$3.80	\$8.55	\$0.00
007-0023	SCAFFOLD, ROLLER ADJUSTABL	\$2.85	\$5.70	\$10.45	\$0.00
007-0024	SCAFFOLD, GUARD RAIL SET	\$7.60	\$16.15	\$34.20	\$0.00
007-0025	SCAFFOLD, PLATE-ADJUSTABLE	\$2.85	\$4.75	\$9.50	\$0.00
007-0026	SCAFFOLD, GOOSER BRACE	\$4.75	\$10.45	\$19.95	\$0.00
007-0033	SCAFFOLD, CAT WALK	\$5.70	\$12.35	\$25.65	\$0.00
007-0034	SCAF-MULTIPURP=2X6'	\$27.55	\$52.25	\$104.50	\$0.00
007-0036	SCAFFOLD, OUTRIGGERS	\$4.75	\$10.45	\$19.95	\$0.00
007-0037	SCAFFOLD, SNAP PIN	\$0.00	\$0.00	\$0.00	\$0.00
007-0038	SCAFFOLD, END-4 FT	\$4.75	\$10.45	\$19.95	\$0.00
007-0039	SCAFFOLD, END-3 FT	\$4.75	\$10.45	\$19.95	\$0.00
007-0041	PLANK, 20FT X 14IN	\$27.55	\$52.25	\$104.50	\$0.00
007-0050	SCAF-MULTIPURP=CATWALK	\$5.70	\$9.50	\$29.45	\$41.30
007-0051	SCAF-MULTIPURP=GRD RAILS	\$0.00	\$0.00	\$0.00	\$0.00
007-0052	SCAF-MULTIPURP=OUTRIGGER	\$0.00	\$0.00	\$0.00	\$0.00

007-0053	SCAF-MULTIPURP=CASTER	\$0.00	\$0.00	\$0.00	\$0.00
007-0054	SCAF-MULTIPURP. = 3FT	\$10.45	\$19.95	\$41.80	\$0.00
007-0056	SCAF-MULTIPURP= 9FT KIT	\$32.30	\$62.70	\$126.35	\$0.00
008-0001	27" WALK BEHIND FLOOR	\$162.45	\$203.30	\$814.15	\$1,799.00
008-0002	POLISHER, FLOOR 13"	\$21.85	\$34.20	\$134.90	\$296.10
008-0003	SCRUBBER, AUTO-RIDE ON 20"	\$119.70	\$184.30	\$733.40	\$1,621.20
008-0004	POLISHER, FLOOR 17"	\$34.20	\$46.55	\$185.25	\$407.40
008-0006	29" RIDE ON FLOOR SCRUBBER	\$209.00	\$261.25	\$1,046.90	\$2,313.50
008-0007	POLISHER, FLOOR 20"	\$38.00	\$57.95	\$234.65	\$518.70
008-0008	PORTA-JACK-PRO FLOORING	\$10.45	\$32.30	\$62.70	\$0.00
008-0009	EZ SHEAR 13" FLOORING CUTTER	\$19.95	\$62.70	\$126.35	\$0.00
008-0011	SHOP VAC VACUUM, SMALL	\$19.95	\$30.40	\$116.85	\$259.00
008-0012	LRG COMMERCIAL 20G VACUUM	\$28.50	\$40.85	\$162.45	\$361.20
008-0013	STRETCHER, CARPET KNEEKICK	\$16.15	\$25.65	\$76.00	\$167.30
008-0014	STRETCHER, CARPET POWER	\$28.50	\$40.85	\$122.55	\$180.60
008-0015	13 GALLON DUST CONTROL	\$32.30	\$41.80	\$126.35	\$278.60
008-0017	27" PROPANE FLOOR BURNISHER	\$55.10	\$79.80	\$316.35	\$932.40
008-0018	SHEARS, CARPET HAND	\$9.50	\$18.05	\$38.00	\$0.00
008-0019	ROLLER, LINOLEUM 100 LB.	\$19.95	\$32.30	\$94.05	\$139.30
008-0020	NAILER, FLOOR MANUAL	\$28.50	\$40.85	\$82.65	\$119.70
008-0021	STAPLER, FLOOR AIR	\$37.05	\$47.50	\$141.55	\$208.60
008-0023	IRON, CARPET TAPE	\$15.20	\$19.95	\$62.70	\$93.10
008-0024	CUTTER, CARPET	\$7.60	\$12.35	\$38.00	\$56.00
008-0025	CHISEL, CARPET	\$7.60	\$25.65	\$50.35	\$0.00
008-0026	CARPET CLEANER	\$28.50	\$34.20	\$134.90	\$296.10
008-0027	20" WALK BEHIND AUTO	\$139.65	\$174.80	\$697.30	\$1,542.10
008-0028	TOOL, STEAM UPHOLSTERY	\$4.75	\$19.95	\$62.70	\$0.00
008-0030	UPHOLSTERY STEAM CLEANER	\$19.95	\$32.30	\$112.10	\$221.90
008-0031	STRIPPER, FLOORING LARGE	\$52.25	\$84.55	\$250.80	\$555.80
008-0033	RIDE ON FLOOR SCRAPER	\$261.25	\$524.40	\$2,094.75	\$4,631.90
008-0037	TRACTOR, CARPET	\$5.70	\$10.45	\$32.30	\$46.20
008-0038	STAPLER, FLOOR 3/8 LAMINATE	\$32.30	\$41.80	\$126.35	\$184.80
008-0040	NAILER, FLOOR AIR 16 GA	\$37.05	\$47.50	\$141.55	\$208.60
008-0041	STRAPS, LAMINATE FLOORING/PR.	\$10.45	\$15.20	\$47.50	\$69.30
008-0042	NAILER, FLOOR AIR 18GA	\$37.05	\$47.50	\$141.55	\$208.60
008-0043	RIDE ON FLOOR SCRAPER TILE	\$15.20	\$19.95	\$62.70	\$139.30
008-0044	RIDE ON HD 4X6 CERAMIC	\$32.30	\$37.05	\$109.25	\$243.60
008-0045	RIDE ON HD 6X6 CERAMIC	\$37.05	\$41.80	\$126.35	\$278.60
008-0046	RIDE ON HD 2X6 CERAMIC	\$32.30	\$37.05	\$109.25	\$243.60
008-0049	RIDE ON HD 8" CUTTING HEAD	\$14.25	\$30.40	\$89.30	\$196.70
008-0056	WET/DRY VACUUM 18 GALLON	\$28.50	\$40.85	\$162.45	\$361.20
008-0057	NSS SCRUBBER POLY BRUSHES	\$22.80	\$29.45	\$87.40	\$0.00
008-0058	36" BURNISHER THREE HEAD	\$193.80	\$775.20	\$0.00	\$0.00
008-0059	NSS 20" CONCRETE BRUSHES	\$19.00	\$24.70	\$73.15	\$0.00
008-0060	MALISH 17" COATING REMOVAL	\$71.25	\$213.75	\$855.00	\$0.00
009-0001	MATERIAL GLASS BLASTER WITH	\$313.50	\$942.40	\$2,828.15	\$0.00
009-0003	SANDER, BELT 4X24	\$18.05	\$29.45	\$85.50	\$187.60
009-0004	SANDER, FLOOR W/EDGER KIT	\$73.15	\$114.95	\$460.75	\$1,019.20
009-0005	SANDER, FLOOR WOOD ONLY	\$52.25	\$79.80	\$313.50	\$694.40

009-0006	SANDER, SQUARE BUFF	\$41.80	\$62.70	\$250.80	\$555.80
009-0007	SANDER, FLOOR EDGER 7"	\$27.55	\$37.05	\$146.30	\$324.10
009-0008	SANDER, SPINNER 7"ROCKWELL	\$16.15	\$25.65	\$76.00	\$167.30
009-0010	GRINDER, BODY 7"	\$25.65	\$38.00	\$112.10	\$249.90
009-0011	SANDER, U-SAND	\$52.25	\$79.80	\$313.50	\$694.40
009-0012	ABRADER, FLOOR	\$52.25	\$79.80	\$313.50	\$694.40
009-0019	GRINDER, BODY 4 1/2"	\$19.95	\$32.30	\$94.05	\$208.60
009-0024	SANDER, FINISHING	\$10.45	\$16.15	\$50.35	\$111.30
009-0025	SANDER, DRYWALL W/VAC	\$41.80	\$62.70	\$189.05	\$416.50
011-0001	EXCAVATOR, 12FT 8IN 50D	\$190.00	\$335.35	\$1,005.10	\$2,221.80
011-0002	VIBRATORY PLATE COMPACTOR	\$52.25	\$84.55	\$335.35	\$741.30
011-0006	FORKLIFT EXTENSIONS	\$32.30	\$94.05	\$283.10	\$0.00
011-0007	FORKLIFT, PROPANE 6000LB	\$167.20	\$230.85	\$691.60	\$1,528.80
011-0008	FORKS, SKID LOADER	\$47.50	\$141.55	\$424.65	\$0.00
011-0009	EXCAVATOR PLATE COMPACTOR	\$84.55	\$126.35	\$378.10	\$988.40
011-0011	MINI-LOADER RIDE ON TRACK	\$104.50	\$156.75	\$472.15	\$1,042.30
011-0016	TRENCHER, 4 X 30	\$104.50	\$146.30	\$439.85	\$973.00
011-0027	RAMMER DIRT TAMPER, GAS	\$52.25	\$84.55	\$250.80	\$555.80
011-0034	BUCKET, SKID LOADER STRAIGHT	\$47.50	\$141.55	\$424.65	\$0.00
011-0036	BUCKET, SKID LOADER TEETH	\$47.50	\$141.55	\$424.65	\$0.00
011-0043	EXCAVATOR, 7FT 3IN	\$126.35	\$189.05	\$565.25	\$1,250.20
011-0044	EXCAVATOR, 10FT 4IN	\$167.20	\$250.80	\$754.30	\$1,668.10
011-0045	BUCKET, EXCAVATOR	\$52.25	\$156.75	\$472.15	\$0.00
011-0046	LOADER, SKID OPEN CAB	\$126.35	\$189.05	\$565.25	\$1,250.20
011-0047	LOADER, TRACK HVAC CAB	\$197.60	\$290.70	\$872.10	\$1,927.80
011-0048	LOADER, SKID HVAC CAB	\$146.30	\$220.40	\$660.25	\$1,458.80
011-0049	BREAKER, HYDRAULIC/LOADER	\$104.50	\$167.20	\$502.55	\$1,111.60
011-0053	LOADER AUGER POWER HEAD	\$84.55	\$250.80	\$754.30	\$0.00
011-0054	LOADER AUGER EXTENSION 15"	\$15.20	\$47.50	\$141.55	\$0.00
011-0055	LOADER AUGER 12" X 4FT.	\$37.05	\$109.25	\$330.60	\$0.00
011-0056	LOADER AUGER 18" X 4FT.	\$41.80	\$126.35	\$378.10	\$0.00
011-0057	LOADER AUGER 24" X 4FT.	\$52.25	\$156.75	\$472.15	\$0.00
011-0058	LOADER AUGER 8" X 4FT	\$32.30	\$94.05	\$283.10	\$0.00
011-0062	SWEEPER-BOBTACH/MAJOR 6 FT	\$94.05	\$126.35	\$378.10	\$833.70
011-0064	LIFT, BUCKET 36FT 2MAN TOW	\$133.95	\$178.60	\$713.45	\$1,313.90
011-0065	LIFT, BUCKET 45FT 2MAN TOW	\$141.55	\$218.50	\$793.25	\$1,447.60
011-0067	LIFT, PERSONNEL 1MAN 30FT	\$73.15	\$104.50	\$313.50	\$463.40
011-0068	LIFT, SCISSOR 20FT SKYJACK	\$73.15	\$115.90	\$319.20	\$463.40
011-0069	LIFT, SCISSOR 26FT SKYJACK	\$84.55	\$126.35	\$378.10	\$555.80
011-0070	LIFT, SCISSOR 19FT SKYJACK	\$73.15	\$115.90	\$319.20	\$463.40
011-0080	HARNES, SAFETY W/LANYARD	\$7.60	\$25.65	\$50.35	\$0.00
011-0092	MINI-LOADER TILLER 36"	\$62.70	\$94.05	\$283.10	\$625.80
011-0093	MINI-LOADER AUGER 6"	\$27.55	\$79.80	\$236.55	\$0.00
011-0094	MINI-LOADER TRENCHER 6"X36"	\$62.70	\$94.05	\$283.10	\$625.80
011-0095	MINI-LOADER HARLEY RAKE	\$62.70	\$94.05	\$283.10	\$625.80
011-0096	MINI-LOADER VIBRATORY PLOW	\$62.70	\$94.05	\$283.10	\$625.80
011-0097	MINI-LOADER AUGER *POWER	\$62.70	\$189.05	\$565.25	\$0.00
011-0098	MINI-LOADER STANDARD BUCKET	\$41.80	\$126.35	\$378.10	\$0.00
011-0099	MINI-LOADER MULCH BUCKET 6.4	\$52.25	\$156.75	\$472.15	\$0.00

011-0100	MINI-LOADER FORKS	\$41.80	\$126.35	\$378.10	\$0.00
011-0101	MINI-LOADER BREAKER 150LB	\$84.55	\$126.35	\$378.10	\$833.70
011-0103	MINI-LOADER AUGER 9"	\$32.30	\$94.05	\$283.10	\$0.00
011-0104	MINI-LOADER AUGER 12"	\$37.05	\$109.25	\$330.60	\$0.00
011-0105	MINI-LOADER AUGER 30"	\$47.50	\$141.55	\$424.65	\$0.00
011-0106	MINI-LOADER AUGER EXTENSION	\$15.20	\$62.70	\$189.05	\$0.00
011-0107	MINI-LOADER AUGER 18"	\$41.80	\$126.35	\$378.10	\$0.00
011-0108	LIFT, XBOOM 45' DRIVEABLE	\$183.35	\$261.25	\$1,046.90	\$2,120.30
011-0110	TRENCHER 5X48 ATTACHMENT	\$62.70	\$94.05	\$283.10	\$625.80
011-0111	LIFT, NIFTY 34' DRIVEABLE	\$151.05	\$237.50	\$950.00	\$2,099.30
011-0112	LIFT, NIFTY 50' DRIVEABLE	\$184.30	\$276.45	\$1,104.85	\$2,238.60
011-0113	LIFT, BUCKET 50FT 2MAN TOW	\$151.05	\$232.75	\$814.15	\$1,713.60
011-0114	LOADER BRUSH CUTTER	\$87.40	\$121.60	\$484.50	\$1,071.00
011-0115	L2 LINE VIBRATORY PLOW	\$123.50	\$205.20	\$823.65	\$1,820.70
011-0116	L2 LINE BORING ATTACHMENT	\$34.20	\$53.20	\$212.80	\$471.10
012-0002	HAMMER, AIR 30 LB.	\$41.80	\$62.70	\$189.05	\$416.50
012-0003	HAMMER, AIR 65 LB.	\$52.25	\$73.15	\$220.40	\$486.50
012-0004	HAMMER, AIR 90 LB.	\$52.25	\$73.15	\$220.40	\$486.50
012-0009	HAMMER,CHIPPER-AIR	\$41.80	\$52.25	\$156.75	\$347.90
012-0030	COMPRESSOR, AIR 185/200CFM	\$94.05	\$146.30	\$439.85	\$973.00
012-0031	KIT, HAMMER-185/200 CFM	\$103.55	\$173.85	\$519.65	\$1,147.30
013-0001	SAW, CONCRETE ELEC 14"HAND	\$41.80	\$52.25	\$209.00	\$308.70
013-0002	SAW, CONCRETE EARLY ENTRY	\$52.25	\$79.80	\$236.55	\$521.50
013-0003	SAW, CONCRETE GAS 14" HAND	\$52.25	\$62.70	\$250.80	\$370.30
013-0004	SAW, CONCRETE STREET 14"	\$62.70	\$84.55	\$335.35	\$494.20
013-0005	SAW, CIRCULAR 6 1/2-7 1/4	\$15.20	\$47.50	\$141.55	\$0.00
013-0006	SAW, WORKSITE TABLE 10"	\$47.50	\$94.05	\$189.05	\$0.00
013-0007	SAW, RECIPROCATING-SAWZALL	\$18.05	\$25.65	\$76.00	\$167.30
013-0008	SAW, TOE-KICK	\$25.65	\$38.00	\$151.05	\$333.20
013-0009	SAW, JAM 6 1/2 IN	\$25.65	\$38.00	\$151.05	\$333.20
013-0013	SAW, GAS POLE TREE	\$38.95	\$62.70	\$251.75	\$557.20
013-0023	SAW, BAND PORT. VAR. SPEED	\$25.65	\$38.00	\$112.10	\$167.30
013-0024	SAW, CERAMIC TILE	\$32.30	\$41.80	\$126.35	\$278.60
013-0029	SAW, MITRE, COMPOUND 12"	\$32.30	\$41.80	\$126.35	\$278.60
013-0031	SAW, BLOCK 14" WET OR DRY	\$48.45	\$73.15	\$290.70	\$643.30
013-0034	SAW, CIRCULAR 16"	\$47.50	\$62.70	\$250.80	\$370.30
013-0035	SAW, TILE TUB-10" ELEC.	\$37.05	\$52.25	\$156.75	\$347.90
013-0036	SAW, STONE & TILE 24IN X 36 IN	\$47.50	\$62.70	\$189.05	\$416.50
013-0038	SAW, METAL CHOP-14INCH	\$32.30	\$41.80	\$126.35	\$278.60
013-0039	SAW, TILE TUB-10" ELEC. W/BLADE	\$37.05	\$52.25	\$156.75	\$347.90
013-0045	BLADE, CONCRETE 14" COMBO	\$49.40	\$148.20	\$444.60	\$0.00
013-0048	BLADE, DIA. 18" CONCRETE WET	\$73.15	\$220.40	\$660.25	\$0.00
013-0049	HYDRAULIC HANDHELD BREAKER	\$34.20	\$48.45	\$193.80	\$428.40
013-0050	HYDRAULIC POWER-PACK	\$73.15	\$96.90	\$387.60	\$856.80
013-0051	HYDRAULIC 16" CUT OFF SAW	\$34.20	\$48.45	\$193.80	\$428.40
013-0054	SAW, HOLE 2 3/4-4 1/4	\$7.60	\$22.80	\$47.50	\$0.00
013-0055	HYDRAULIC POST DRIVER	\$34.20	\$48.45	\$193.80	\$428.40
013-0056	25ft HYDRAULIC HOSE EXTENSION	\$14.25	\$57.95	\$174.80	\$0.00
013-0057	ATLAS COPCO SAW CART	\$24.70	\$96.90	\$290.70	\$0.00

013-0062	SAW, JIG ORBITAL	\$15.20	\$46.55	\$139.65	\$0.00
014-0001	5" TUCKPOINTER GRINDER	\$37.05	\$52.25	\$156.75	\$347.90
014-0002	MIXER, CONCRETE-GAS 6 CF	\$47.50	\$73.15	\$220.40	\$486.50
014-0003	MIXER, MORTAR/PLASTER 8 CF	\$52.25	\$84.55	\$250.80	\$555.80
014-0004	ACETONE PUMP SPRAYER 3.5	\$12.35	\$50.35	\$201.40	\$0.00
014-0005	5" TUCKPOINT GRINDER KIT WITH	\$52.25	\$84.55	\$250.80	\$555.80
014-0009	BUGGY, GEORGIA TRACKED	\$104.50	\$132.05	\$393.30	\$868.70
014-0010	BUGGY, SWIVEL DUMP TRACKED	\$126.35	\$161.50	\$487.35	\$1,077.30
014-0011	WHEELBARROW, 8CUFT DUAL	\$10.45	\$15.20	\$47.50	\$104.30
014-0012	SCREED, POWER 10FT	\$62.70	\$84.55	\$250.80	\$555.80
014-0013	TROWEL, CONCRETE POWER 36"	\$67.45	\$204.25	\$612.75	\$0.00
014-0014	VIBRATOR, CONCRETE ELEC	\$38.00	\$57.95	\$176.70	\$389.20
014-0015	TROWEL, FRESNO W/2 HANDLES	\$12.35	\$16.15	\$50.35	\$111.30
014-0017	VIBRATOR, BACK PACK 50CC	\$52.25	\$79.80	\$236.55	\$521.50
014-0019	FLOAT, BULL W/2 HANDLES	\$12.35	\$16.15	\$50.35	\$111.30
014-0020	HANDLE, BULL FLOAT	\$3.80	\$4.75	\$15.20	\$35.00
014-0022	KUMALONG, CONCRETE	\$6.65	\$20.90	\$65.55	\$0.00
014-0023	TOOL, CONCRETE HAND	\$4.75	\$10.45	\$19.95	\$0.00
014-0025	BROOM, CONCRETE FINISH	\$9.50	\$18.05	\$38.00	\$0.00
014-0026	GROOVER, WALK, 8 X 4.5"	\$6.65	\$20.90	\$65.55	\$0.00
014-0027	MIXER, CONCRETE/ELECTRIC	\$37.05	\$52.25	\$156.75	\$347.90
014-0034	GRINDER, FLOOR	\$73.15	\$104.50	\$418.95	\$926.10
014-0035	VACUUM, DUST CONTROL	\$73.15	\$104.50	\$418.95	\$926.10
014-0036	PLANER, CONCRETE PUSH 8IN	\$181.45	\$242.25	\$969.00	\$2,142.00
014-0042	GRINDER, CONC 8"DITEQ	\$189.05	\$273.60	\$1,088.70	\$2,408.00
014-0047	CARBIDE SET-SINGLE GENERAL	\$41.80	\$84.55	\$293.55	\$648.20
014-0051	DIAMOND INSERTS-SINGLE EDCCO	\$73.15	\$104.50	\$418.95	\$926.10
014-0052	CONCRETE POLISHER 20"	\$162.45	\$242.25	\$969.00	\$2,142.00
014-0058	CONCRETE POLISHER 32"	\$203.30	\$339.15	\$1,356.60	\$2,998.80
014-0060	CONCRETE POLISHER 21"	\$189.05	\$273.60	\$1,088.70	\$2,408.00
014-0061	CONCRETE POLISHER 21" KIT	\$439.85	\$1,760.35	\$5,280.10	\$0.00
014-0062	CONCRETE POLISHER 25/30"	\$387.60	\$1,550.40	\$4,647.40	\$0.00
014-0074	ERMATOR S26 DUST CONTROL	\$66.50	\$111.15	\$445.55	\$985.60
014-0075	PLANER, CONCRETE 8IN 230V	\$218.50	\$290.70	\$1,162.80	\$2,570.40
014-0076	CONCRETE POLISHING KIT FOR	\$387.60	\$1,550.40	\$4,651.20	\$0.00
014-0077	CONCRETE SCABBLER, AIR	\$271.70	\$339.15	\$1,356.60	\$2,998.80
014-0078	ERMATOR S36 DUST CONTROL	\$81.70	\$135.85	\$542.45	\$1,199.80
014-0079	ERMATOR T8600 DUST CONTROL	\$87.40	\$145.35	\$581.40	\$1,285.20
014-0080	ELECTRIC WHEEL BARROW 8 CU	\$50.35	\$201.40	\$604.20	\$0.00
015-0002	HOIST CHAIN, 1 TON	\$15.20	\$27.55	\$79.80	\$181.30
015-0007	HOIST, ENGINE TOW STANDARD	\$38.00	\$50.35	\$151.05	\$333.20
015-0009	HOIST, ENGINE KNOCK DOWN	\$38.00	\$50.35	\$151.05	\$333.20
016-0001	DRILL, ELECTRIC 3/8"	\$15.20	\$47.50	\$94.05	\$0.00
016-0003	DRILL, ELEC 1/4-3/8 RT ANGLE	\$21.85	\$68.40	\$138.70	\$0.00
016-0004	DRILL, ELEC 1/2"	\$16.15	\$25.65	\$76.00	\$111.30
016-0005	DRILL, ELEC 1/2" RT ANGLE	\$25.65	\$38.00	\$112.10	\$167.30
016-0006	DRILL, CORDLESS W/ CHARGER 2	\$19.00	\$58.90	\$116.85	\$0.00
016-0007	HAMMER, ROTARY 1 1/2"+BITS	\$47.50	\$67.45	\$204.25	\$451.50
016-0013	HAMMER, CHIPPING ELEC MD	\$47.50	\$67.45	\$204.25	\$451.50

016-0014	HAMMER, JACK ELEC MD MAKIT	\$52.25	\$84.55	\$250.80	\$555.80
016-0015	HAMMER, JACK ELEC LG BRUTE	\$62.70	\$94.05	\$283.10	\$625.80
016-0016	GENERAL CTS12 CART FOR	\$27.55	\$41.80	\$126.35	\$278.60
016-0017	DRILL, ELEC 3/4" HAMMER	\$38.00	\$50.35	\$151.05	\$333.20
016-0018	STAPLER, ELEC. UPHOLSTERY	\$16.15	\$25.65	\$76.00	\$111.30
016-0022	DRILL, CORE W/STAND	\$62.70	\$94.05	\$283.10	\$625.80
016-0026	DRILL, ELEC 1/2" HAMMER	\$25.65	\$38.00	\$112.10	\$249.90
016-0027	DRILL, CORE HANDHELD	\$62.70	\$94.05	\$283.10	\$625.80
016-0029	DRIVER, STUD W/GOGGLES	\$25.65	\$39.90	\$118.75	\$176.40
016-0034	NAILER, SIDING 2 1/2INCH	\$32.30	\$47.50	\$141.55	\$208.60
016-0035	NAILER, COIL ROUGH-IN ONLY	\$32.30	\$47.50	\$141.55	\$208.60
016-0036	KIT, NAILER ROOFING-COIL	\$84.55	\$94.05	\$378.10	\$555.80
016-0037	NAILER, ROOFING-COIL	\$32.30	\$41.80	\$126.35	\$278.60
016-0039	KIT, NAILER COIL ROUGH-IN	\$62.70	\$94.05	\$378.10	\$555.80
016-0040	KIT, NAILER AIR ROUGH-IN	\$62.70	\$94.05	\$378.10	\$555.80
016-0041	KIT, NAILER AIR FINISH	\$52.25	\$84.55	\$335.35	\$494.20
016-0042	NAILER, STICK ROUGH-IN ONLY	\$32.30	\$47.50	\$141.55	\$208.60
016-0043	NAILER, AIR FINISH ONLY	\$25.65	\$38.00	\$112.10	\$249.90
016-0072	DRILL, 3/4" RT ANGLE CORDLESS	\$14.25	\$25.65	\$75.05	\$109.90
016-0075	NAILER, AIR 18G 5/8" - 2-1/8"	\$25.65	\$38.00	\$112.10	\$249.90
017-0001	KEG REFRESHMENTS COOLER	\$12.35	\$38.00	\$112.10	\$0.00
017-0004	URN, COFFEE 100 CUP	\$15.20	\$32.30	\$62.70	\$0.00
017-0013	TABLE, BANQUET 6'	\$6.65	\$19.00	\$39.90	\$0.00
017-0014	TABLE, ROUND 5'	\$7.60	\$21.85	\$45.60	\$0.00
017-0015	TABLE, BANQUET 8'	\$6.65	\$19.00	\$39.90	\$0.00
017-0016	CHAIRS, PLASTIC FOLDING	\$0.95	\$2.85	\$5.70	\$0.00
020-0011	TRUCK, VAN 24'	\$104.50	\$524.40	\$1,571.30	\$0.00
020-0013	TRUCK, DUMP 10' 6 YARD	\$156.75	\$261.25	\$1,047.85	\$2,316.30
022-0001	JACK, RATCHET 25 TON	\$15.20	\$27.55	\$79.80	\$174.30
022-0004	JACK, POST SCREW	\$12.35	\$18.05	\$56.05	\$125.30
022-0006	JACK, HANDYMAN	\$10.45	\$15.20	\$47.50	\$104.30
022-0008	JACK, HYDRAULIC 12 TON	\$12.35	\$18.05	\$56.05	\$125.30
022-0009	JACK, TRANSMISSION 1600 LB	\$27.55	\$41.80	\$167.20	\$247.10
022-0011	JACK, FLOOR-3 TON	\$19.95	\$27.55	\$104.50	\$154.00
022-0015	JACK, HI-LIFT 18'GENIE 650LB	\$52.25	\$73.15	\$220.40	\$486.50
022-0016	JACK, DRY WALL 11' MAX	\$27.55	\$41.80	\$126.35	\$278.60
022-0017	JACK, HYDRAULIC 25 TON	\$16.15	\$25.65	\$76.00	\$167.30
022-0021	JACK, PALLET 5000 LB	\$32.30	\$41.80	\$126.35	\$278.60
022-0027	JACK, SCREW 1 3/4 X 10 16T	\$14.25	\$18.05	\$56.05	\$125.30
022-0028	JACK, SCREW 2 X 8 20TON	\$14.25	\$18.05	\$56.05	\$125.30
022-0029	JACK, SCREW 2 X 12 20TON	\$15.20	\$19.95	\$62.70	\$139.30
022-0040	JACK, DRY WALL 4FT EXT.	\$9.50	\$29.45	\$85.50	\$0.00
023-0001	CABLE PIPE & WIRE LOCATOR	\$38.00	\$57.95	\$234.65	\$518.00
023-0003	BENDER, SIDING BRAKE W/CUT	\$52.25	\$73.15	\$220.40	\$486.50
023-0019	BANDING MACHINE-STEEL 3/4"	\$19.95	\$62.70	\$189.05	\$0.00
023-0024	LIGHT, TOWER 4000 WATT	\$133.00	\$385.70	\$665.00	\$0.00
023-0025	BANDING MACHINE-STEEL 1/2"	\$19.95	\$62.70	\$189.05	\$0.00
023-0045	DISTRIBUTION BOX	\$27.55	\$79.80	\$236.55	\$0.00
024-0001	GENERATOR, 5.0/6.1KW	\$62.70	\$189.05	\$565.25	\$0.00

024-0002	GENERATOR, 2.5/2.9KW GAS	\$47.50	\$141.55	\$424.65	\$0.00
024-0003	GENERATOR/INVERTER 1.65KW	\$47.50	\$141.55	\$424.65	\$0.00
024-0004	GENERATOR, 3.5/3.7KW GAS	\$52.25	\$156.75	\$472.15	\$0.00
024-0005	GENERATOR/INVERTER 4.3KW	\$57.00	\$173.85	\$519.65	\$0.00
024-0006	GENERATOR, 9 KW GAS	\$89.30	\$266.95	\$801.80	\$0.00
024-0007	PUMP, SUB 3/4" NO HOSE	\$19.95	\$32.30	\$126.35	\$184.80
024-0008	PUMP, SUB 1 1/4"W/15' HOSE	\$32.30	\$42.75	\$128.25	\$375.90
024-0009	GENERATOR, 12 KW	\$104.50	\$313.50	\$942.40	\$0.00
024-0011	PUMP, 2" GAS W/2 HOSES	\$41.80	\$62.70	\$250.80	\$555.80
024-0012	PUMP, SUB 2" W/25' HOSE	\$37.05	\$47.50	\$189.05	\$416.50
024-0013	PUMP, 3" GAS W/2 HOSES	\$57.00	\$89.30	\$355.30	\$787.50
024-0014	PUMP, 2" TRASH W/2 HOSES	\$52.25	\$84.55	\$335.35	\$741.30
024-0016	GENERATOR, 7.1 KW	\$67.45	\$204.25	\$612.75	\$0.00
024-0017	GENERATOR, 7.8 KW	\$79.80	\$236.55	\$707.75	\$0.00
024-0023	PUMP, 3" TRASH W/2 HOSES	\$67.45	\$99.75	\$398.05	\$879.90
024-0029	GENERATOR, 58KW TOWABLE	\$198.55	\$596.60	\$1,791.70	\$0.00
024-0030	GENERATOR, 20KW TOWABLE	\$136.80	\$407.55	\$1,225.50	\$0.00
025-0001	THREADER, PIPE 1/8-1"W/OIL	\$12.35	\$18.05	\$56.05	\$82.60
025-0003	THREADER PIPE 1.25-2"W/OIL	\$15.20	\$19.95	\$62.70	\$93.10
025-0005	TAP, PIPE 2 1/2"- 3" W/OIL	\$25.65	\$32.30	\$94.05	\$139.30
025-0006	TAP, PIPE 3 1/2"- 4" W/OIL	\$32.30	\$41.80	\$126.35	\$184.80
025-0007	TAP, PIPE 1/8-1" W/OIL	\$6.65	\$10.45	\$32.30	\$46.20
025-0008	TAP, PIPE 1 1/4-2" W/OIL	\$12.35	\$16.15	\$50.35	\$74.20
025-0009	CUTTER, PIPE 1/8-2"	\$10.45	\$15.20	\$47.50	\$69.30
025-0010	CUTTER, PIPE 2-4"	\$27.55	\$37.05	\$109.25	\$162.40
025-0011	CUTTER, SOIL PIPE CHAIN	\$25.65	\$38.00	\$112.10	\$167.30
025-0012	REAMER, PIPE	\$10.45	\$15.20	\$47.50	\$69.30
025-0013	WRENCH, PIPE TO 14"	\$5.70	\$9.50	\$29.45	\$41.30
025-0014	WRENCH, PIPE 18"	\$7.60	\$12.35	\$38.00	\$56.00
025-0015	WRENCH, PIPE 24"	\$10.45	\$15.20	\$47.50	\$69.30
025-0017	WRENCH, CHAIN LARGE	\$15.20	\$19.95	\$41.80	\$62.30
025-0018	WISE, PIPE POWER 2" CAP	\$52.25	\$79.80	\$236.55	\$521.50
025-0019	WISE, PIPE MAN TRIPOD 2"	\$19.95	\$32.30	\$94.05	\$208.60
025-0020	WRENCH, PIPE 36"	\$15.20	\$19.95	\$62.70	\$93.10
025-0022	KEY, WATER	\$14.25	\$44.65	\$133.00	\$0.00
025-0023	WRENCH, BASIN	\$7.60	\$16.15	\$34.20	\$0.00
025-0024	SOCKETS, PLUMBERS 5+1 HNDL	\$7.60	\$12.35	\$38.00	\$56.00
025-0026	THREADER, PIPE ADUST 1-2"	\$27.55	\$37.05	\$109.25	\$162.40
025-0028	TOOL, FLARING W/CUTTER	\$9.50	\$12.35	\$38.00	\$56.00
025-0032	PVC CRIMPING TOOL 1/2"PIPE	\$12.35	\$18.05	\$56.05	\$82.60
025-0033	PVC CRIMPING TOOL 3/4"PIPE	\$12.35	\$18.05	\$56.05	\$82.60
025-0034	WRENCH, PIPE 48"	\$16.15	\$25.65	\$76.00	\$111.30
025-0040	CUTTER, PIPE 1-3"	\$15.20	\$19.95	\$62.70	\$93.10
025-0043	CUTTER, COPPER TUBING	\$6.65	\$20.90	\$44.65	\$0.00
025-0044	PEX MULTI-HEAD CRIMPING TOOL	\$12.35	\$18.05	\$56.05	\$82.60
026-0005	HEATER, PROPANE 30-50K	\$37.05	\$109.25	\$330.60	\$0.00
026-0006	HEATER, PROPANE 75-125K	\$41.80	\$126.35	\$378.10	\$0.00
026-0007	HEATER, PROPANE 125-170K	\$52.25	\$156.75	\$472.15	\$0.00
026-0008	HEATER, SALAMANDER 200KBTU	\$32.30	\$94.05	\$283.10	\$0.00

026-0010	HEATER, TENT 125K W/THERM	\$62.70	\$189.05	\$565.25	\$0.00
026-0011	HEATER, PROPANE 250-400K	\$67.45	\$204.25	\$612.75	\$0.00
026-0012	BOTTLE, PROPANE 30 LB.	\$10.45	\$32.30	\$94.05	\$0.00
026-0013	HEATER, PROPANE 30K BTU	\$37.05	\$109.25	\$330.60	\$0.00
026-0014	BOTTLE, PROPANE 20 LB.	\$10.45	\$32.30	\$94.05	\$0.00
026-0015	BOTTLE, PROPANE 40 LB.	\$12.35	\$38.00	\$112.10	\$0.00
026-0016	BOTTLE, PROPANE 100 LB.	\$15.20	\$47.50	\$142.50	\$0.00
026-0017	HEATER, PROPANE PATIO	\$47.50	\$141.55	\$283.10	\$0.00
026-0019	STEAMER, WALL PAPER ELEC	\$32.30	\$41.80	\$126.35	\$278.60
026-0020	PERFORATOR, WALL-PAPER	\$4.75	\$15.20	\$47.50	\$0.00
026-0022	FAN, 42" DRUM LARGE	\$41.80	\$126.35	\$378.10	\$0.00
026-0027	AIR MOVERS	\$21.85	\$68.40	\$207.10	\$0.00
026-0032	HEATER, TENT 80K W/THERM.	\$52.25	\$156.75	\$472.15	\$0.00
026-0041	DEHUMIDIFIER 40 PINTS	\$19.95	\$62.70	\$189.05	\$0.00
026-0042	DEHUMIDIFIER 70 PINTS	\$41.80	\$126.35	\$378.10	\$0.00
026-0050	BOTTLE, FORKLIFT 33 LB.	\$0.00	\$0.00	\$0.00	\$0.00
026-0051	HEPA AIR SCRUBBER A600	\$41.80	\$165.30	\$497.80	\$0.00
026-0052	INSULATION BLOWER	\$96.90	\$385.70	\$1,158.05	\$0.00
026-0053	INSULATION VACUUM	\$96.90	\$385.70	\$1,158.05	\$0.00
026-0054	DEHUMIDIFIER 130 PINTS	\$77.90	\$232.75	\$697.30	\$0.00
030-0003	SPREADER, CYCLONE PUSH	\$7.60	\$12.35	\$38.00	\$82.60
030-0004	SPREADER, CYCLONE TOWING	\$15.20	\$19.95	\$62.70	\$139.30
030-0008	ROLLER, LAWN PUSH	\$15.20	\$19.95	\$62.70	\$139.30
030-0009	ROLLER, LAWN TOWABLE	\$19.95	\$32.30	\$94.05	\$208.60
030-0013	AERATOR, LAWN TOWABLE-LG	\$52.25	\$84.55	\$250.80	\$555.80
030-0014	CUTTER, SOD-KICK TYPE	\$25.65	\$32.30	\$94.05	\$208.60
030-0020	DRIVER, POST HAND	\$10.45	\$32.30	\$94.05	\$0.00
030-0021	DIGGER, POST HOLE HAND	\$10.45	\$32.30	\$94.05	\$0.00
030-0027	BURNER, WEED PROPANE	\$12.35	\$38.00	\$112.10	\$0.00
030-0029	SHOVEL	\$7.60	\$25.65	\$76.00	\$0.00
031-0001	MOWER, LAWN	\$30.40	\$58.90	\$237.50	\$555.80
031-0002	MOWER, LAWN 21" PUSH	\$25.65	\$50.35	\$201.40	\$444.50
031-0003	MOWER, ZERO TURN 48 TO 60	\$104.50	\$156.75	\$785.65	\$1,389.50
031-0004	TILLER, 5 HP 26"/ MID-TINE	\$53.20	\$106.40	\$427.50	\$630.00
031-0005	SNOW BLOWER 21" ELECTRIC	\$47.50	\$94.05	\$283.10	\$625.80
031-0006	MOWER, BRUSH CUTTER 24IN	\$46.55	\$93.10	\$372.40	\$548.10
031-0007	TRIMMER, HEDGE ELEC 16"	\$29.45	\$47.50	\$141.55	\$208.60
031-0008	TRIMMER, HEDGE ELEC 30"	\$32.30	\$52.25	\$156.75	\$231.00
031-0009	SLICER W/ SEEDBOX	\$56.05	\$94.05	\$470.25	\$1,038.10
031-0010	SLICER, POWER (VERTICUT)	\$56.05	\$94.05	\$470.25	\$1,038.10
031-0011	RAKE, POWER	\$56.05	\$94.05	\$470.25	\$1,038.10
031-0012	EDGER, LAWN GAS	\$44.65	\$75.05	\$296.40	\$436.80
031-0013	RENOVATOR BILLY GOAT	\$83.60	\$165.30	\$830.30	\$1,834.70
031-0014	GRINDER, STUMP 29HP	\$117.80	\$197.60	\$988.00	\$2,184.70
031-0015	SULKY ATTACH-LAWN	\$18.05	\$29.45	\$112.10	\$249.90
031-0016	GRAZOR CRACK CLEANER	\$30.40	\$75.05	\$296.40	\$655.20
031-0017	CUTTER, SOD GAS 24"	\$94.05	\$189.05	\$754.30	\$1,111.60
031-0019	CUTTER, SOD GAS 18"	\$76.00	\$152.00	\$608.00	\$784.00
031-0020	DIGGER, POST HOLE SELF-PROP	\$79.80	\$126.35	\$502.55	\$1,111.60

031-0021	VACUUM, LAWN	\$47.50	\$79.80	\$313.50	\$463.40
031-0022	VACUUM, LAWN HOSE ATTACH	\$18.05	\$32.30	\$126.35	\$184.80
031-0024	TRIMMER, HEDGE GAS 30"	\$47.50	\$79.80	\$236.55	\$347.90
031-0026	AERATOR, LAWN BILLY GOAT	\$61.75	\$103.55	\$519.65	\$1,147.30
031-0027	AUGER, P.H. 2-MAN 6"	\$9.50	\$38.00	\$112.10	\$0.00
031-0028	DIGGER, POST HOLE GAS 2MAN	\$49.40	\$79.80	\$395.20	\$873.60
031-0029	AUGER, P.H. 2-MAN 10"	\$10.45	\$41.80	\$126.35	\$0.00
031-0030	AUGER, P.H. 2-MAN 12"	\$12.35	\$50.35	\$151.05	\$0.00
031-0031	EXTENSION, POST HOLE 1'	\$10.45	\$41.80	\$126.35	\$0.00
031-0032	DIGGER, POST HOLE GAS 1MAN	\$37.05	\$62.70	\$250.80	\$555.80
031-0033	AUGER, P.H. 2-MAN 8"	\$10.45	\$41.80	\$126.35	\$0.00
031-0037	WEEDEATER, GAS W/STRING	\$27.55	\$44.65	\$223.25	\$492.10
031-0038	WEEDEATER, GAS PLUS/BLADE	\$0.00	\$0.00	\$0.00	\$0.00
031-0039	BLOWER, BACK-PACK	\$19.95	\$33.25	\$99.75	\$220.50
031-0040	TILLER, 3 HP 18"	\$44.65	\$88.35	\$351.50	\$518.70
031-0041	TILLER, CULTIVATOR MANTIS	\$38.00	\$76.00	\$301.15	\$444.50
031-0042	BED EDGER	\$70.68	\$117.80	\$471.20	\$1,041.60
031-0043	SPLITTER, LOG	\$62.70	\$94.05	\$378.10	\$833.70
031-0046	TRAILER, BARRETO TILLER	\$0.00	\$0.00	\$0.00	\$0.00
031-0047	TILLER, HYD BARRETO	\$82.65	\$162.45	\$652.65	\$1,444.80
031-0050	CHIPPER, BRUSH 12" MAX	\$156.75	\$313.50	\$1,256.85	\$2,779.00
031-0052	CHIPPER, BRUSH 6" MAX	\$104.50	\$209.00	\$837.90	\$1,852.90
031-0055	AUGER SELECTION-2 MAN	\$0.00	\$0.00	\$0.00	\$0.00
031-0058	AUGER, P.H. 1-MAN 4"	\$9.50	\$38.00	\$112.10	\$0.00
031-0060	AUGER, P.H. 1-MAN 6"	\$9.50	\$38.00	\$112.10	\$0.00
031-0061	AERATOR RIDE ON TORO	\$133.95	\$223.25	\$1,334.75	\$3,932.60
031-0062	SPRAYER, BACKPACK 4 GALLON	\$14.25	\$44.65	\$88.35	\$0.00
B160601	Inflatable Wacky Castle Bouncer	\$144.40	\$0.00	\$0.00	\$0.00
BC010101	Inflatable Wacky Space Saver Combo	\$113.05	\$0.00	\$0.00	\$0.00
BC030203	Inflatable 20' Carousel Bouncer	\$173.85	\$0.00	\$0.00	\$0.00
BC130301	Inflatable Tiger Belly Bouncer	\$144.40	\$0.00	\$0.00	\$0.00
BC340101	Inflatable Princess Carriage Combo	\$189.05	\$0.00	\$0.00	\$0.00
BC360101	Inflatable Fire Station Combo	\$189.05	\$0.00	\$0.00	\$0.00

THIS CONTRACT, made this _____ day of _____, 20____, is herein called Yearly Contract for Equipment Rental as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and The G.W. Van Keppel Company, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 4th day of January, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____, 2017, Bid No. 2017-066, Contract period from _____, to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid #2017-066; section 2.1 Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-066	Dated:	January 4, 2017	Pages	1	through	22
Specifications:		Dated:	January 4, 2017	Pages	7	through	8
General Conditions:				Pages	15	through	20
Special Attachments:							

B. Calin
Procurement Officer of Record

The G.W. Van Keppel Company
Company Name

Stephen A. Arbo, City Manager

Date

Robert Troumbley
Company Authorized Signature

READ AND APPROVED:

Territory Manager 31 January 2017
Title Date

J. Thomas Lovell, Administrator of Parks & Recreation

Type or Print the Name of Authorized Person

Robert Troumbley

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF LEE'S SUMMIT
 PROCUREMENT AND CONTRACT SERVICES DIVISION
 220 S.E. GREEN STREET
 LEE'S SUMMIT, MO 64063
 Phone: 816-969-1083 Fax: 816-969-1081
 Procurement and Contract Services Manager: Ben Calia, CPPB
 Email Address: Ben.calia@cityofls.net

INVITATION FOR BID NUMBER 2017-066

The City of Lee's Summit will accept electronic submitted bids through Public Purchase or hand delivered four (4) bid responses (one (1) original and three (3) copies) from qualified persons or firms interested in providing the following:

**EQUIPMENT RENTAL
 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM OR HAND DELIVERED PRIOR TO THE OPENING DATE OF
 WEDNESDAY, JANUARY 4, 2017 at 2:00 PM LOCAL TIME**

The cutoff date for any questions for this bid is Tuesday, December 20th, 2016, at Noon, CST.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all bids, to waive technical defects, and to select the bid(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)	
<u>The C.W. Van Keppel CO.</u>	<u>Robert Troumbley</u>	
Address	Signature	
<u>1801 N 9th St</u>	<u>Robert Troumbley</u>	
City/State/Zip	Title	
<u>Kansas City, KS 66101</u>	<u>Territory Manager</u>	
Telephone #	Date	Tax ID #
<u>816-921-4040</u>	<u>3 Jan 2017</u>	<u>44-0513694</u>
E-mail	Entity Type	
<u>rtroumbley@vankeppel.com</u>		

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9.0 References and Experience Form	Pg 22

INVITATION FOR BID
BID NUMBER 2017-066

The City of Lee's Summit will accept electronically submitted or hand delivered bids from qualified persons or firms for **Equipment Rental** to establish a term contract. Bids must be received electronically in Public Purchase or hand delivered four (4) bid responses (one (1) original and three (3) copies) by 2:00 P.M. Local time, on Wednesday, January 4, 2017. Bids will be read aloud publicly in the Finance and Budget Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

Ben Calia, Procurement and Contract Services Manager

SCOPE: This City of Lee's Summit Invitation for Bid solicitation is to establish a Lease/Rental Contract(s) for equipment which may be required by City departments for temporary use on various City projects at various lengths of time according to the need. Equipment will be used on an as required basis.

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer conducting this solicitation, addendum(s) may be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. **Requests for clarification must be received no later than Noon, Local Time, Tuesday, December 20th, 2016.**
- 1.3 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.4 The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.5 Bids submitted on separate forms are not acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.6 **The bidder MUST submit a complete bid document. All pages shall be filled out completely. The submitted bid response shall consist of all bid pages. An incomplete bid submittal document may be considered non-responsive.**
- 1.7 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the City Manager of the City of Lee's Summit shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City Manager.
- 1.8 State total costs of items bid in Section 4.0 PRICING.
- 1.9 In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- 1.10 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.11 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid or as stipulated on an appropriate addendum. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.12 Any award of a contract resulting from this Invitation for Bid will be made only by written authorization from the City Manager.

- 1.13 For prompt payment, all invoices must be either sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net. **Pre-billing will not be allowed without prior written acceptance by the City.**
- 1.14 If an award is a result of this Invitation for Bid, a contract in the form of a Term Contract will be issued. The PO or contract number (whichever is applicable) must be referenced on all documentation including delivery ticket, packing slip and/or invoice.
- 1.15 Whenever a material, article, or piece of equipment is identified by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard. Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material, article, or equipment is, in the opinion of the City, of equal substance and function. When the manufacturer is referenced and the words "or approved alternate" do not follow, it shall be deemed that the words "or approved alternate" shall follow such designations unless the material, article, or piece of equipment is identified as "no substitutes." The City in its sole discretion may reject proposed substitute items. Samples may be required for evaluation prior to award. **PLEASE SUBMIT DESCRIPTIVE LITERATURE WITH ALTERNATE BIDS**
- 1.16 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.17 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located in SECTION 7.0 GENERAL TERMS & CONDITIONS. Any bid conditioned on conflicting Terms & Conditions may be rejected.

2.0 SPECIAL REQUIREMENTS:

2.1 Renewal Option:

- 2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

- 2.2 **Business License:** The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain

business licenses. A business license shall not be required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 Evaluation Criteria: Bids will be evaluated by City personnel. They will make a comparative assessment of the bidder's response to this Invitation to Bid via the use of the objective and subject judgment based on the materials provided. The evaluation point breakdown is as follows:

2.3.1 **Price:** Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid. 50 points

2.3.3 **References and Experience:** Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references. 20 points

2.3.2 **Location of Firm:** Consideration will be given to those firms located in closer proximity* to the City of Lee's Summit. 30 points

*Proximity shall be determined by utilizing Google Maps to determine the number of miles from Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO 64063 to the address stated on the Offerors' bid.

SCORING RANGES

	50 Point Item	30 Point Item	20 Point Item
Outstanding	37 – 50	25 – 30	16 – 20
Exceeds Acceptable	25 – 36	19 – 24	11 – 15
Acceptable	13 – 24	13 – 18	6 – 10
Marginal	0 – 12	0 – 12	0 – 5

		Max. Pts	Score
1	Price: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.	<u>50</u>	_____
2	References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.	<u>20</u>	_____
3.	Location of Firm: Consideration will be given to those firms located in closer proximity to the City of Lee's Summit.	<u>30</u>	_____
		Total(100)	

2.4 **Pricing:** Bidder must complete and submit pricing page (Section 4.0 PRICING).

2.5 **Insurance:** Bidder has and will maintain insurance coverage in accordance with the requirements of this Invitation identified in SECTION 8.0 INSURANCE REQUIREMENTS. The bidder must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to the award of a contract.

2.6 **Scheduling of Delivery:** Any delivery shall be coordinated with the department representative(s) or their designee.
NOTE: Any delivery fees shall be included in the Pricing for Equipment in Section 4.0. The City shall not pay additional line items for delivery on invoices. *please see attached letter*

2.7 **Compliance:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:

2.7.1 To be provided with Bid submittal:

- Bidder must complete the bid document in its entirety. Submit all Pages of this complete bid

document (bidders to keep copy of bid submitted)

- List of References and Experience on form provided
- Executed Addendum(s)-if applicable

2.7.2 To be provided prior to the issuance of a contract:

- Business License
- **A Pricing Catalog/List that identifies all items available and the applicable rental rates must be provided prior to the issuance of a contract.**
- W-9 (new vendor only)
- Vendor Information Form (new vendor only)
- Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.

2.8 **No Financial Interest or Other Conflict: By submission of its response, the bidder certifies that they are in compliance with items 2.8.1 through 2.9.4.**

2.8.1 **No City of Lee's Summit** employee, City Council member or member of any **City of Lee's Summit** board or commission, nor family member (the spouse, parent, grandparent, stepmother, stepfather, child, grandchild, brother, sister, half brother, half sister, adopted children of parent, or spouse's parents) of any such person to the third degree of consanguinity or affinity to City Employee, City Council member or member of any City of Lee's Summit board or commission, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **The City of Lee's Summit**.

2.8.2 No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any employee, City Council member, or member of any **City of Lee's Summit** board or commission, nor to any family member of any such person.

2.9 **Debarment and Suspension Status:**

2.9.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

2.9.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

2.9.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

2.9.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.10 **Basis of Award:** Awards will be made to the lowest, responsive and responsible bidder(s) that we believe are in the best interest of the City per the established evaluation criteria stated in section 2.3 of this bid document. It is the intent of the City to place orders with the awarded bidder(s) who can provide the equipment at the time needed for the length of time required. The City reserves the right to place orders with other vendors, in the event of an urgent, immediate need, and/or delivery time and availability of service requested cannot be met by the lowest priced vendor at the time of need.

3.0 SPECIFICATIONS:

- 3.1 **Non-Biased Specifications:** This Invitation contains no requirements considered to be unduly biased in favor of Offeror or any other Offerors that may be competing for this procurement.
- 3.2 The specified items are identified in section 4.0 PRICING of this bid document.
- 3.3 Each rental will require a written receipt/ticket, but not a rental agreement. The executed contract between the City and the awarded vendor(s) will be the agreement.
- 3.4 **Delivery:** Deliveries shall be arranged with the requesting department's point of contact.
- 3.5 **Maintenance:** Lessor shall provide written instructions for the daily and weekly operating maintenance procedures which shall be performed by the City.
All scheduled Preventative Maintenance and Service Repair shall be performed by the Lessor, as required. Lessor shall provide the City with the maintenance schedule for the rented equipment. The City will notify the Lessor when equipment requires maintenance according to the schedule provided.
- 3.6 **Physical Damage:** Upon finding by the City that all rental equipment is in satisfactory working condition and free from obvious mechanical and structural defects, The City agrees to surrender the equipment at the expiration of the rental term, in the same condition when rented, excepting normal wear and tear.
- 3.7 **Rental Terms and Conditions:**
- 3.7.1 **Rental of Equipment:** Lessor hereby agrees to rent to the Lessee, and Lessee hereby agrees to rent from Lessor in strict accordance with the specifications and the terms and conditions contained herein.
- 3.7.2 **Maintenance and Repair:** The Lessor shall provide maintenance and repair service, as required, at its own expense during the term(s) of the individual equipment rentals.
- 3.7.3 **Equipment Rental Term:** The term of any individual equipment rental shall be as required for any short-term or long-term period and shall not exceed the original contract term or resultant renewal periods at the rates established for the itemized equipment as specified herein.
- 3.7.4 **Use and Inspection of Equipment:** Lessor hereby agrees to provide Lessee during the term of any individual rental with the use of the Equipment. Lessor shall have the right at all reasonable times during business hours to enter upon the property of Lessee where the Equipment is located for the purpose of inspecting the Equipment.
- 3.7.5 **Delivery & Inspection (when applicable):** Delivery will be by appointment only to allow City staff to do complete inspections of the units, at which time; photos may be taken to document the condition of the machinery. A representative of the Lessor shall be present to participate in the inspections. At the end of the rental period if the units are to be picked up, no units will be released to a freight hauling company, unless the Lessor's representative has properly inspected the units in the presence of the Lessee. All costs associated with delivery and pickup of rental units are the responsibility of the Lessor.
- 3.7.6 **Title:** Lessee shall have no title to the Equipment and the Equipment shall remain the property of the Lessor.

- 3.7.7 Taxes and Fees: Lessor shall pay all taxes, insurance, assessments, fees or penalties which may be levied or assessed on or in respect to the Equipment, its use, or any interest therein.
- 3.7.8 Insurance: Lessor shall maintain insurance sufficient to cover any loss of the Equipment, its repair or replacement.
- 3.7.9 Warranty & Safety: The City of Lee's Summit will accept bids on both used and new units. The units picked up or delivered must be completely covered by a manufacturer's or rental companys' warranty, which includes replacement/repair parts, labor and transportation costs for the entire length of the rental period. Parts and service availability MUST be within 24-48 hours of contact. The units must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto and be equipped with all required safety equipment based upon industry standards. The Lessor warrants that all equipment, articles and materials rented under this agreement will conform to each and every specification or other description which is contained in the rental, furnished to the Lessee, and that such equipment, articles and materials will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be waived by reason of the Lessee's acceptance or rental payment.
- 3.7.10 Downtime: If a unit is down, the Lessor must substitute a loan unit of mutually agreed upon type. The substitute unit must be provided within one (1) business day after notification. The City reserves the right to rent a replacement unit from another provider due to the time constraints of the project. The City will only be liable for those costs associated with the rental period in which the unit was actually functioning properly. All costs associated with the delivery and pickup of any replacement or rental unit to be repaired is the responsibility of the rental company.

4.0 PRICING: Each item/section below should be completed using the following: 1. Price, 2. NB for No Bid. Failure to comply may result in rejection of bid submittal. Note: Any delivery or pick up fees shall be included in the pricing submitted below.

SECTION ONE - ITEM DESCRIPTION				SECTION TWO - OFFEROR'S BID		
Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price
1	Breaker, Hydraulic/Loader BR522 500#	1	Each	\$100-	\$300-	\$900-
2	5x12 Utility Trailer	1	Each	NB		
3	Trailer, Equip 16000 Max 18'	1	Each	NB		
4	Trailer, Equip 8000 Max	1	Each	NB		
5	Trailer, Equip 12000 Max	1	Each	NB		
6	Trailer, Dump 5 yard 14 x 16.5 Heavy Duty	1	Each	NB		
7	Trailer, Dump 5.3 Yard	1	Each	NB		
8	Truck, Dump 10'6 Yard	1	Each	NB		
9	Rammer Dirt Tamper (gas)	1	Each	NB		
10	18" Sod Cutter (gas)	1	Each	NB		

Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price
11	10'4" Excavator <i>EC60</i>	1	Each	\$150-	\$700-	\$1950-
12	12'8" Excavator <i>FCR 88</i>	1	Each	\$250-	\$800-	\$2000-
13	7'3" Excavator <i>EC35</i>	1	Each	\$125	\$550-	\$1750-
14	Loader Brush Cutter Attachment	1	Each	NB		
15	Loader, Skid HVAC Cab <i>mc125</i>	1	Each	\$200-	\$650-	\$1850-
16	Mini Loader Ride on Track	1	Each	NB		
17	Mini Loader Vibratory Plow Attachment	1	Each	NB		
18	Plow, Vibratory Ride On	1	Each	NB		
19	Buggy, Georgia Tracked	1	Each	NB		
20	Chipper, Brush 12" Max	1	Each	NB		
21	10' 6 yard Dump Truck	1	Each	NB		
22	19' Skyjack Scissor Lift	1	Each	NB		
23	20' Skyjack Scissor Lift	1	Each	NB		
24	26' Skyjack Scissor Lift	1	Each	NB		
25	5'x8' Road Plate	1	Each	\$9-	\$27-	\$81-
26	5'x12' Road Plate	1	Each	\$14-	\$42-	\$126-
27	6'x12' Road Plate	1	Each	\$13-	\$39-	\$117-
28	8'x10' Road Plate	1	Each	\$14-	\$42-	\$126-
29	8'x12' Road Plate	1	Each	\$20-	\$60-	\$180-
30	8'x16' Road Plate	1	Each	\$25-	\$75-	\$225-
31	8'x20' Road Plate	1	Each	\$28-	\$84-	\$252-
32	Stump Grinder	1	Each	NB		
33	Aluminum Trench Box 4'x8'	1	Each	\$32-	\$96-	\$288-
34	Aluminum Trench Box 6'x6'	1	Each	\$36-	\$108-	\$324-
35	Aluminum Trench Box 8'x8'	1	Each	\$66-	\$198-	\$594-
36	Table Rectangle 8'	1	Each	NB		

Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price
37	Plastic Folding Chairs	1	Each	NB		
38	Loader, Track HVAC Cab	1	Each	NB		
39	Loader, Track Bobcat T590 HVAC Cab	1	Each	\$ 200-	\$825-	\$2250-
40	Loader, Track Deere 323D HVAC Cab	1	Each	\$200-	\$825-	\$2250-
41	Trencher 4x30	1	Each	NB		
42	Lift, Bucket 36ft 2 Man Tow Electric	1	Each	NB		
43	Lift, Personnel 1 Man 30 ft	1	Each	NB		
44	Pressure Washer 3200 PSI Hot water	1	Each	NB		
45	Pressure Washer 3500 PSI	1	Each	NB		
46	Cutter, Sod Gas 24	1	Each	NB		
47	Ball, Mount w/ Equipment	1	Each	NB		
48	Hammer, Air 90 lb.	1	Each	NB		
49	Light, Tower 4000 Watt	1	Each	NB		
50	Pump, 2" Gas w/ 2 hoses	1	Each	NB		
51	Roller, Lawn Towable	1	Each	NB		
52	Roller, Lawn Push	1	Each	NB		
53	Rotary Tip for Pressure Washer	1	Each	NB		
54	Trailer, Agitating Concrete	1	Each	NB		
55	Trailer, Skid Loader	1	Each	NB		
56	Propane Refills 20lb	1	Each	NB		
57	Propane Refills 30lb	1	Each	NB		
58	Propane Refills 40lb	1	Each	NB		
59	Propane Refills 100lb	1	Each	NB		
60	Vermeer S450TX	1	Each	NB		
61	Adjustable Spreaders	1	Each	No Charge Included in Box Rental		
62	2' Extension Legs package for Aluminum	1	Each	No Charge Included in Box Rental		

Item	Description	Est. Qty.	Unit	Daily Price	Weekly Price	Monthly Price	
63	Fin Board 4' x 8'	1	Each	\$5-	\$15-	\$45-	
64	Lifting Device	1	Each	\$2-	\$6-	\$18-	
65	End Member 10'	1	Each	no charge included in Box Rental			
66	Modular Shield Panel 24" x 8'	1	Each	\$7-	\$21-	\$63-	
67	Modular Shield Panel 24" x 12'	1	Each	\$9-	\$27-	\$81-	
68	Release Tool 48"	1	Each	\$2-	\$6-	\$18-	
69	Shoring Pump Hand	1	Each	\$10-	\$30-	\$90-	
70	Removal Hook 48"	1	Each	\$2-	\$6-	\$18-	
71	Kit: 1.5 Shore 52-88" Cyl	1	Each	\$8-	\$24-	\$72-	
72	Kit: 1.5 Shore 52-88" Cyl 24" Ext	1	Each	\$9-	\$27-	\$81-	
73	Kit: 1.5 Shore 52-88" Cyl 56" Ext	1	Each	\$10-	\$30-	\$90-	
74	1.5' Rail CS	1	Each	Included in shore rental n/c			
75	1.5' Rail SS	1	Each	Included in shore rental n/c			
76	52" - 88" Cylinder Assembly	1	Each	Included in shore rental n/c			
77	Shield Aluminum 6' x 6'	1	Each	\$36-	\$108-	\$324-	
78	Scissor Lift 30-35' Electric 46-48"	1	Each				
79	Sweeper Ride on 8' Windrow Three Wheel	1	Each				
80	Blower Axial 12" Electric	1	Each	\$15-	\$45-	\$135-	
81	Blower 16" Ventilation	1	Each	NB			
82	Duct Hose 16" x 25'	1	Each	NB			
83	Mini Excavator 7400-9199#	1	Each	\$125-	\$550-	\$1850-	
84	Mini Excavator Bucket 18"	1	Each	\$50-	\$100-	\$400-	
85	Light Tower Towable Small	1	Each	NB			
86	Skid Steer Loader 2001-2599#	1	Each	\$150-	\$600-	\$1,750-	
	U-CARTS			2 HRS	3 HRS	DAILY	WEEKLY
87	U-Cart Trailer	1	Each	NB			

	CONCRETE FOR U-CARTS			5-SACK MIX	6-SACK MIX		
88	1/4 YARD CONCRETE	1	Each	NB			
89	1/3 YARD CONCRETE	1	Each	NB			
90	1/2 YARD CONCRETE	1	Each	NB			
91	2/3 YARD CONCRETE	1	Each	NB			
92	3/4 YARD CONCRETE	1	Each	NB			
93	1 YARD CONCRETE	1	Each	NB			

10% on Equipment
30% on Trench Safety

Percentage off Catalog/List Pricing for Items not Identified Above:	10-30%
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered:	0%
Delivery Time (after receipt of Purchase Order) when applicable:	0-30 days

4.1 Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.16? Yes No

4.2 If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.16? Yes No

4.3 All pricing shall remain firm and fixed for the duration of the contractual term.

4.4 All delivery/pickup cost shall be included in prices stated above. *Please see attached letter*

4.5 Any City of Lee's Summit Department/Agency may rent any other items not listed above. The rental rate will be based on the percentage off of the list price in the Vendor's catalog/list at time of rental. A Pricing Catalog/List that identifies all items available and the rental rates must be provided prior to the issuance of a contract. Said pricing shall remain in effect for the term of the contract. Upon contract renewal, a new Pricing Catalog/List will be required.

4.6 Contact Information:

Hours of Operation: 7-5 m-f
 Contact Person: Robert Troumbley
 Phone Number: 816-616-0828
 Email address: rtroumbley@vankeppel.com
 Can Items be rented 24 hours a day, 7 days a week? Y N

5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

YES X NO _____ INITIALS BT

6.0 SAMPLE CONTRACT

THIS CONTRACT, made this _____ day of _____ 20____, is herein called Yearly Contract for _____ as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and _____, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the ___ day of _____, 20XX, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____ 20XX, Bid No. 20XX-____, Contract period from _____, to _____. The City may, at its option, renew the Contract for two (2) additional one-year contract periods by giving written notice to the supplier or This is the final renewal period option for this contract. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # ____ - ____; section ____; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may

purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	Dated:	Pages	through
Specifications:	Dated:	Pages	through
General Conditions:		Pages	through
Special Attachments:			

Procurement Officer of Record

Stephen A. Arbo, City Manager

Date

READ AND APPROVED:

J. Thomas Lovell, Administrator of Parks & Recreation

APPROVED AS TO FORM:

Office of the City Attorney

The G.W. Van Keppel Company
Company Name

Robert Troumbley
Company Authorized Signature

Territory Manager 30 Jan 2017
Title Date

Type or Print the Name of Authorized Person

Robert Troumbley

7.0 GENERAL TERMS AND CONDITIONS**GENERAL TERMS AND CONDITIONS****GENERAL INSTRUCTIONS CONCERNING IFB's/BID's**

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
 - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
 - B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
 - (2) Date of bonds shall be the same as the date of City's execution of the contract.
 - (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
 - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
 - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
 - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
 - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
 - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.

GENERAL CONTRACTUAL REQUIREMENTS.

1. **DEFINITIONS.**
 - A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
 - B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
 - C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
 - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
 - E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
 - F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
 - G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
 - H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
 - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuation of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation.** State of Missouri. If required by the "Invitation to Bid"

- B **Wage Rate Determination** – Federal. If required by the "Invitation to Bid"
The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
(1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
(2) To any acts of the City.
(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
(4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
A **Lump Sum Payments:** After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
B **Engineer's Pay Estimates:**
(1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
(2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
(3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

8.0 INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

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

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

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
 - Carries a Best's policyholder rating of "A" or better;
 - Carries at least a Class VII financial rating.
- OR
- Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

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

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

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

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

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

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

Any Auto
OR
All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident	\$500,000
Combined Single Limits	\$500,000
Bodily Injury	\$500,000
Property Damage:	\$500,000

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

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

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

GENERAL INSURANCE PROVISIONS:

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

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Procurement and Contract Services Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

9.0 LIST OF REFERENCES AND EXPERIENCE

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid.

How many years has your firm been in business?	Years: <u>91 years</u>
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Water One</u>	
Address: <u>10747 Benner Rd.</u> <u>Lenexa, Kansas</u> <u>66219</u>	
Contact Person: <u>Kevin Hershberg</u>	
Title: <u>Supervisor</u> Telephone No: <u>913-515-1741</u>	
Email Address: _____	
<u>Description of Work/Services Performed:</u>	
<u>We have had the contract for 2 years.</u> <u>We supplied them with street plate and</u> <u>shoring rental needs</u>	
Contract Amount: \$ _____ Completion Date: <u>2015-2016</u>	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Central Plumbing</u>	
Address: <u>201 E Walnut</u> <u>Cleveland, mo</u> <u>64734</u>	
Contact Person: <u>Carl Derr</u>	
Title: <u>Project Manager</u> Telephone No: <u>816-365-1525</u>	
Email Address <u>carld@central-plumbing.com</u>	
<u>Description of Services Performed:</u>	
<u>We supply them with all Trench Safety and</u> <u>Plate rental needs</u>	
Contract Amount: \$ _____ Completion Date: <u>2014 TO Present</u>	



THE G.W. VAN KEPPEL COMPANY

1801 North 9th Street Kansas City, Ks 66101 (913) 281-4800

P.O. Box 2923 Kansas city. Ks 66110 Fax (913) 281-4815

Looking at line 2.6 and line 4.4 in regards to freight it is asking for freight to be included in the cost of the rental.

On rental equipment in our industry freight is separated from the day, week and monthly rental price.

Here are a few examples why.

If the delivery cost was included in the rental cost on the contract what would happen if one of the cities employs picked up the equipment and no delivery was made?

Because quantities vary from job to job delivery rate could be different. For example 1 8x12 street plate would be \$75 because it would need to be delivered with our boom truck. If 4 plates of the same size were ordered the cost would still be \$75 because we charge by the load not per piece.

If I were to include delivery into the rental rate I would need to price that for a delivery of each plate. So a rate that should be \$75 would become \$300.

Listed below are the rates that would be charged separately and in addition to the rental cost.

Trench Safety Delivery \$75 (Street plates, Shoring and Trench boxes)

Trench Safety Pick up \$75 (Street plates, Shoring and Trench boxes)

Equipment Delivery \$225 (Skid Steers and Mini Excavators under 20,000#'s)

Equipment Pick up \$225 (Skid Steers and Mini Excavators under 20,000#'s)

If you have any questions please let me know,

Robert Troumbley

816-616-0828

rtroumbley@vankeppel.com



The G.W. Van Keppel Company Construction Equipment Rental Rates

Bill Dooley bdooley@vankeppel.com
816-527-5840

Drills

Model	4-Week
R30C	14,500

Cranes

Model	Week	4-Week
Sany SRC 865 XL	3,800	9,500
Sany SRC 840	6,950	6,950

Water Trucks

Model	Week	4-Week
Leadwell 4800 Gallon	1,600	4,800
Tere 6000 Gallon	3,000	8,500

Rubber Tire Pneumatic

Model	Width	Weight	Week	4-Week
PT-124/BW11RH	68"	10K-27K	1,200	3,600
BW27	80.5"	19K-59K	2,200	6,400

Asphalt Rollers

Model	Drum	Width	Weight	Week	4-Week
DD24/BW120	47"	5725lb	700	1,900	
DD36/BW138	54"	8400lb	1,000	2,900	
DD110B/BW161	66"	21705lb	1,700	5,000	
DD120/BW190	78"	27650lb	2,100	6,095	
D140B/BW284	84"	30325lb	2,300	6,500	

Single Drum Smooth or Pad Vibratory

Model	Drum	Width	Weight	Week	4-Week
SD45DX/BW124	54"	10600lb	1,095	2,995	
SD75/BW177	66"	15750lb	1,500	4,295	
SD115/BW213	84"	23700lb	1,800	5,295	
SD115/BW213	84"	23940lb	1,900	5,695	

MILL HEAD ATTACHMENTS

Model	Width	Weight	Week	4-Week
24" Universal	800	2,250	800	2,250

Model	Width	Weight	Week	4-Week
Bomag Milling Machines	24"	4,500	4,500	11,500
BM600	48"/54"	6,500	6,500	18,000
BM1200/1300	79"	10,000	10,000	27,000

Astec Screens PEP

Model	Week	4-Week
Fold & Go 2612D	3,500	10,500
Fold & Go 2612V	3,500	10,500
Direct Feed 2516T	5,000	15,000
Track Screen 2516KT	4,000	12,000
PSP 2618VM	4,350	13,000
PTSC 2618VM	2,500	7,500
ProSizer 2612V	8,500	25,000

Track Crushers & Screens

Model	Week	4-Week
Whole Machines	30,000	4-Week
FT4240/FT4250	14,000	14,000
FT6203	12,000	12,000
FT5162	12,000	12,000

*Customer us responsible for any new screen cloth required.

Mobile Screens

Model	Week	4-Week
FT271K	2,500	7,500
FT291K	3,200	9,500
KDS710	2,850	8,500
KPI 6203	3,000	9,000

Conveyors

Model	Week	4-Week
Superior 30x60	600	1,800
Superior 30x80	750	2,200
Superior 36x150 Radial	1,195	3,500
Superior 36x150 Teletackler	2,850	8,500

Recycling Equip/Chip Spreader/Oil Dist

Model	No Daily Rentals	Week	4-Week
MPH362-364	4,750	13,500	14,000
MPH362-364 CAB/AC	5,000	14,000	15,000
Chip Spreader 12/24	3 Month Min	12,500	16,500
Oil Dist 2000 Gallon	3 Month Min	16,500	16,500
Oil Dist 3500 Gallon	3 Month Min	16,500	16,500
Road Widener SPD 10'	4,500	12,000	12,000

Excavators

Model	Weight (lb)	Dig Depth	Week	4-Week
EC335/36	7898	10'5"7/8"	600	1,800
EC60E	12125	12'6"	900	2,700
ECR88D	18700	13'8"	950	2,850
ECR145E	33340	18'2"	1,275	3,825
EC180E	42108	19'10"	1,335	4,000
EC220E/ECR235E	45000	22'1"	1,700	5,100
EC250	56879	22'11"	1,925	5,775
EC300/305	65918	24'	2,400	7,200
EC350	76560	24'2"	2,825	8,475
EC460/480	102735	25'3"	3,500	10,500

*Rate includes one (1) bucket, for each additional bucket add 5% of rental rate.

Skid Steer Loaders

Model	Tip Capacity	Weight	Week	4-Week
MC110C	4804lb	7480lb	665	1,890
MC115C	5448lb	7971lb	675	1,950
MC135C	6024lb	8430lb	695	2,095
MCT125	7991lb	10205lb	765	2,295
MCT135	8628lb	10663lb	840	2,520

Motor Graders

Model	Oper Weight	Eng HP	Week	4-Week
G980	34,830	155-195	2,000	6,000
G940	36,150	175-215	2,200	6,500
G946	38,140	195-235	2,400	7,000

Wheel Loaders

Model	Cubic Yard	Eng HP	Week	4-Week
L20F	.85	56	885	2,650
L45H	1.8	98	935	2,800
L50H	2.1	114	1,125	3,350
L60H	2.5	165	1,200	3,600
L70H	3	170	1,350	4,050
L90H	3.5	184	1,600	4,800
L110H	4.3	258	1,750	5,250
L120H	4.8	276	1,925	5,775
L150H	6.8	295	2,675	8,000
L180H	7.6	329	3,000	9,000
L220H	8.2	366	4,200	12,600

Hammers

Model	Impact Class	Week	4-Week
BR522	500 lb	300	900
BR777	750 lb	750	2,250
BR999	1,200 lb	1,250	3,750
BR1322	1,800 lb	1,290	3,850
BR1655	2,500 lb	1,350	4,000
BR2166	3,500 lb	1,650	4,950
BR2577	5,000 lb	1,935	5,800
BR3288	8,000 lb	2,765	7,995
BR4099	11,000 lb	3,000	9,000

*Customer is responsible for broken chisel on hammer.

Demolition Tools

Model	Week	4-Week
Allied AMS 50	5,500	15,500
Allied AMS 100	7,500	19,500

Brooms

Model	Week	4-Week
RJ350/KR350	825	2,295
MK-1 Transfer Broom	2,500	7,500

Air Curtain Brush Burners

Model	Week	4-Week
Skid Mounted	1,100	3,000

Haul Trucks - Articulated

Model	Capacity	Week	4-Week
A30G/TA30	30 Ton	3,900	11,700
A40G/TA40	40 Ton	5,000	15,000

Extra Buckets

Model	Week	4-Week
up to a EX250E	125	375
EC300/ECR305	165	500
EC350	185	550
EC480	200	600

Customer Responsibilities:

- Proof of Insurance Coverage
- Daily and Scheduled maintenance interval service
- Wearable supplies such as tires, cutting edges and teeth
- Return equipment full of fuel and clean
- Rates based on 40 hour/week, 176 hour/4 week month, Freight not included
- Additional charges may apply i.e. OT Hours, damages, etc
- Double shift 1.5 x rate and Triple shift 2 x rate

Visit our website at www.vankeppel.com



THE G. W. VAN KEPPEL COMPANY

1801 North 9th Street, Kansas City, KS 66101 (913) 281-4800
P.O. Box 2923, Kansas City, KS 66110 Fax (913) 281-4815

For rolling stock equipment rental.

Provided is a rental rate sheet showing our complete line of rental equipment. For any equipment needed that was not listed in the original bid please deduct 10% from listed pricing.

This does not apply to the Trench Safety rental rates. The discounted rates listed for these items have already been calculated and reflected on the Trench Safety rental rate sheet.

For any questions please feel free to contact me.

Robert Troumbley
Territory Manager
The G.W. Van Keppel Company.
Cell 816-616-0828
rtroumbley@vankeppel.com

5427 West Bethany Road, N. Little Rock, AR 72117 – (501) 945-4594 – (501) 945-0959 Fax
2218 Industrial Park Road, Van Buren, AR 72956 – (479) 474-5281 – (479) 474-6048 Fax
4250 E. Commerce Drive, Garden City, KS 67846 – (620) 272-0535 – (620) 272-0543 Fax
1449 Genessee, Kansas City, MO 64102 – (816) 921-4040 – (816) 921-4038 Fax
3914 W. Irving, Wichita, KS 67213 – (316) 945-6556 – (316) 945-6592 Fax
6455 W. Independence Ave., Springfield, MO 65802 – (417) 865-3550 – (417) 865-1044 Fax
11475 Page Service Dr., St. Louis, MO 63146 – (314) 872-8440 – (314) 993-6402 Fax
8233 West Reno, Oklahoma City, OK 73127 – (405) 495-0606 – (405) 495-9393 Fax
1876 North 105th E. Ave., Tulsa, OK 74116 – (918) 836-8851 – (918) 834-1659 Fax
3501 SE 21st St., Topeka, KS 66604 – (785) 357-2652 – (785) 357-5017 Fax

VAN KEPPEL UNDERGROUND PRICE LIST

City of Lee's Summit, Missouri

TRENCH BOXES - STEEL

	Day	Week	Month
4' X 16'	\$54.00	\$162.00	\$486.00
4' X 20'	\$60.00	\$180.00	\$540.00
4' X 24'	\$69.00	\$207.00	\$621.00
6' X 20'	\$72.00	\$216.00	\$648.00
6' X 24'	\$78.00	\$234.00	\$702.00
8' X 8'	\$54.00	\$162.00	\$486.00
8' X 10'	\$63.00	\$189.00	\$567.00
8' X 12'	\$72.00	\$216.00	\$648.00
8' X 16'	\$78.00	\$234.00	\$702.00
8' X 20'	\$84.00	\$252.00	\$756.00
8' X 22'	\$87.00	\$261.00	\$783.00
8' X 24'	\$94.80	\$284.40	\$853.20
10' X 16'	\$126.00	\$378.00	\$1,134.00
10' X 20'	\$147.00	\$441.00	\$1,323.00
12' X 24'	\$156.00	\$468.00	\$1,404.00
SLING	\$6.00	\$18.00	\$54.00

MANHOLE SHIELDS

	Day	Week	Month
8' X 8'	\$72.00	\$216.00	\$648.00
8' X 10'	\$100.80	\$302.40	\$907.20
8' X 12'	\$106.20	\$318.60	\$955.80

MH BRACES

	Day	Week	Month
HYDR.	\$54.00	\$162.00	\$486.00
MANIFOLD	\$12.00	\$36.00	\$108.00

ALUMINUM BOXES

	Day	Week	Month
6' X 8'	\$54.00	\$162.00	\$486.00
8' X 6'	\$54.00	\$162.00	\$486.00
8' X 8'	\$66.00	\$198.00	\$594.00
8' X 10'	\$78.00	\$234.00	\$702.00
8' X 12'	\$90.00	\$270.00	\$810.00
8' X 14'	\$102.00	\$306.00	\$918.00
8' X 16'	\$114.00	\$342.00	\$1,026.00

BAS PANELS

	Day	Week	Month
2' X 3'	\$4.20	\$12.60	\$37.80
2' X 4'	\$4.20	\$12.60	\$37.80
2' X 6'	\$6.00	\$18.00	\$54.00
2' X 8'	\$6.60	\$19.80	\$59.40
2' X 10'	\$6.60	\$19.80	\$59.40

STREET PLATE

	Day	Week	Month
4' X 8'	\$9.00	\$27.00	\$81.00
5' X 8'	\$9.00	\$27.00	\$81.00
6' X 10'	\$12.60	\$37.80	\$113.40
5' X 12'	\$13.80	\$41.40	\$124.20
8' X 8'	\$12.00	\$36.00	\$108.00
8' X 10'	\$13.80	\$41.40	\$124.20
8' X 12'	\$20.40	\$61.20	\$183.60
8' X 16'	\$25.20	\$75.60	\$226.80
8' X 20'	\$27.60	\$82.80	\$248.40
TOOL	\$3.00	\$9.00	\$27.00

ROCK BOXES

	Day	Week	Month
7.5 yd.	\$72.00	\$216.00	\$648.00
9 yd.	\$84.00	\$252.00	\$756.00
12 yd.	\$102.00	\$306.00	\$918.00

SHORING

	Day	Week	Month
17"-27"	\$3.00	\$9.00	\$27.00
22"-36"	\$3.00	\$9.00	\$27.00
28"-46"	\$3.60	\$10.80	\$32.40
34"-55"	\$3.60	\$10.80	\$32.40
42"-69"	\$3.60	\$10.80	\$32.40
52"-88"	\$3.60	\$10.80	\$32.40
76"-112"	\$4.80	\$14.40	\$43.20
94"-130"	\$5.40	\$16.20	\$48.60
108"-144"	\$6.00	\$18.00	\$54.00
PUMP	\$7.80	\$23.40	\$70.20
TOOL	\$1.80	\$5.40	\$16.20
HOOK	\$1.80	\$5.40	\$16.20
BOARDS	\$4.80	\$14.40	\$43.20

PIPE PLUGS**SINGLE**

	Day	Week	Month
4"	\$4.20	\$12.60	\$37.80
6"	\$4.20	\$12.60	\$37.80
8"	\$4.20	\$12.60	\$37.80
10"	\$7.20	\$21.60	\$64.80
12"	\$7.80	\$23.40	\$70.20
15"	\$9.00	\$27.00	\$81.00
16"	\$9.00	\$27.00	\$81.00
18"	\$9.60	\$28.80	\$86.40
21"	\$18.60	\$55.80	\$167.40
24"	\$18.60	\$55.80	\$167.40

MULTI SIZE

	Day	Week	Month
6"-10"	\$7.20	\$21.60	\$64.80
8"-12"	\$12.00	\$36.00	\$108.00
8"-16"	\$25.20	\$75.60	\$226.80
12"-21"	\$35.40	\$106.20	\$318.60
12"-24"	\$35.40	\$106.20	\$318.60
15"-30"	\$35.40	\$106.20	\$318.60
24"-48"	\$63.00	\$189.00	\$567.00
30"-60"	\$180.00	\$540.00	\$1,620.00
40"-60"	\$180.00	\$540.00	\$1,620.00
42"-78"	\$213.00	\$639.00	\$1,917.00
54"-96"	\$240.00	\$720.00	\$2,160.00

PIPE TESTING EQUIPMENT

	Day	Week	Month
SMOKER	\$30.00	\$90.00	\$270.00
ELECTRIC BLOWER	\$15.00	\$45.00	\$135.00
GAS BLOWER	\$17.40	\$52.20	\$156.60
COMPRESSOR	\$45.00	\$135.00	\$405.00
HYDROSTATIC PUMP	\$45.00	\$135.00	\$405.00
TEST PANEL	\$24.00	\$72.00	\$216.00
TRIPLE HOSE	\$1.20	\$3.60	\$10.80
INFLATION HOSE	\$1.80	\$5.40	\$16.20
PANEL HOSE	\$1.80	\$5.40	\$16.20
GAUGE	\$6.00	\$18.00	\$54.00
VACUUM PUMP - GAS	\$27.00	\$81.00	\$243.00
VACUUM GENERATOR	\$9.00	\$27.00	\$81.00
BLADDER STYLE	\$30.00	\$90.00	\$270.00
PLATE STYLE	\$30.00	\$90.00	\$270.00
8" - 16" MANDREL	\$30.00	\$90.00	\$270.00
16" & UP MANDREL	\$45.00	\$135.00	\$405.00
PROOVING RING	\$0.60	\$1.80	\$5.40
CHUTES	\$4.80	\$14.40	\$43.20
ROPE REELS	\$6.00	\$18.00	\$54.00
LINE STRINGER	\$45.00	\$135.00	\$405.00

CONFINED SPACE EQUIPMENT

	Day	Week	Month
GAS DETECTOR	\$40.80	\$122.40	\$367.20
TRIPOD / WINCH	\$40.80	\$122.40	\$367.20

PIPE TONGS AND HOOKS

	Day	Week	Month
TONGS	\$48.00	\$144.00	\$432.00
HOOKS	\$48.00	\$144.00	\$432.00

SURVEYING EQUIPMENT

	Day	Week	Month
TRANSIT	\$18.00	\$54.00	\$162.00
AUTO LEVEL	\$18.00	\$54.00	\$162.00
GRADE ROD	\$1.80	\$5.40	\$16.20
PIPE LASER	\$60.00	\$180.00	\$540.00
ROTATING LASER	\$30.00	\$90.00	\$270.00

CITY OF LEE'S SUMMIT
 PROCUREMENT AND CONTRACT SERVICES DIVISION
Evaluation Criteria Composite Score Sheet

PROJECT: Equipment Rental

BID NO: 2017-066

	50 Point Item	30 Point Item	20 Point Item				FIRM	FIRM	FIRM
Outstanding	37-50	25-30	16-20				Bledsoe Rentals 1300 NE Douglas St. LSMO 64086	GW Van Keppel 1801 N 9th St. KCKS 66101	Murphy Tractor & Equipment 8600 NE Parvin Rd. KCMO 64161
Exceeds Acceptable	25-36	19-24	11-15	Pts	# Mmbrs	Max Pts			
Acceptable	13-24	13-18	6-10						
Marginal	0 - 12	0 - 12	0-5						
Price: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.				50	3	150	125	125	90
References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.				20	3	60	60	45	60
Location of Firm: Consideration will be given to those firms located in closest proximity* to the City of Lee's Summit.				30	3	90	90	25	35
				100		300	275	195	185

* Proximity was determined by utilizing Map Quest to determine the number of miles from Lee's Summit City Hall to the address stated on the Offeror's bid.

UNOFFICIAL BID TABULATION



This is the unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received

Bid Number: 2017-066
 Bid Opening: Wednesday, January 4, 2017
 Bid Opened By:
 Bid Recorded By:

	Bledsoe Rentals1	*The G.W. Van Keppel Co.	Murphy Tractor & Equipment
	300 NE Douglas St.	1801 N 9th St.	8600 NE Parvin Rd
	Lee's Summit, MO 64086	KCKS 66101	KCMO 64161
	5% day/week	10% on Equipment	
Percent off Catalog/List	30%/Month	30% on Trench Safety	15%
Delivery Time ARO	1 Day	0-30 Days	1-2 Days
Distance from LS City Hall	1.5 miles	23.51 miles	22.51 miles

1. Breaker, Hydraulic/Loader

Daily	\$ 167.20	\$ 100.00	\$ 300.00
Weekly	\$ 502.55	\$ 300.00	\$ 900.00
Monthly	\$ 1,111.60	\$ 900.00	\$ 2,700.00

2. 5X12 Utility Trailer

Daily	\$ 52.25	NB	NB
Weekly	\$ 209.00	NB	NB
Monthly	\$ 463.40	NB	NB

3. Trailer, Equip 16000 Max 18'

Daily	\$ 94.05	NB	NB
Weekly	\$ 378.10	NB	NB
Monthly	\$ 833.70	NB	NB

4. Trailer, Equip 8000 Max

Daily	\$ 79.80	NB	NB
Weekly	\$ 313.50	NB	NB
Monthly	\$ 694.40	NB	NB

5. Trailer, Equip 12000 Max

Daily	\$ 94.05	NB	NB
Weekly	\$ 378.10	NB	NB
Monthly	\$ 833.70	NB	NB

6. Trailer, Dump 5 yard 14 x 16.5 Heavy Duty

Daily	\$ 104.50	NB	NB
Weekly	\$ 418.95	NB	NB
Monthly	\$ 926.10	NB	NB

Bledsoe Rentals1
300 NE Douglas St.
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7. Trailer, Dump 5.3 Yard

Daily	\$ 84.55	NB	NB
Weekly	\$ 335.35	NB	NB
Monthly	\$ 741.30	NB	NB

8. Truck, Dump 10'6 Yard

Daily	\$ 216.25	NB	NB
Weekly	\$ 1,047.85	NB	NB
Monthly	\$ 2,316.30	NB	NB

9. Rammer Dirt Tamper (gas)

Daily	\$ 84.55	NB	NB
Weekly	\$ 250.80	NB	NB
Monthly	\$ 555.80	NB	NB

10. 18" Sod Cutter (gas)

Daily	\$ 152.00	NB	NB
Weekly	\$ 608.00	NB	NB
Monthly	\$ 784.00	NB	NB

11. 10'4" Excavator

Daily	\$ 250.80	\$ 150.00	\$ 200.00
Weekly	\$ 754.30	\$ 700.00	\$ 600.00
Monthly	\$ 1,668.10	\$ 1,950.00	\$ 1,800.00

12. 12'8" Excavator

Daily	\$ 335.35	\$ 250.00	\$ 300.00
Weekly	\$ 1,005.10	\$ 800.00	\$ 900.00
Monthly	\$ 2,221.80	\$ 1,750.00	\$ 2,700.00

13. 7'3" Excavator

Daily	\$ 189.05	\$ 125.00	\$ 150.00
Weekly	\$ 565.25	\$ 550.00	\$ 450.00
Monthly	\$ 1,250.80	\$ 1,750.00	\$ 1,350.00

14. Loader Brush Cutter Attachment

Daily	\$ 121.60	NB	\$ 200.00
Weekly	\$ 484.50	NB	\$ 500.00
Monthly	\$ 1,071.00	NB	\$ 1,500.00

15. Loader, Skid HVAC Cab

Daily	\$ 220.40	\$ 200.00	\$ 300.00
Weekly	\$ 660.25	\$ 650.00	\$ 900.00
Monthly	\$ 1,458.80	\$ 1,850.00	\$ 2,700.00

16. Mini Loader Ride on Track

Daily	\$ 156.75	NB	NB
Weekly	\$ 472.15	NB	Blank
Monthly	\$ 1,042.30	NB	Blank

UNOFFICIAL BID TABULATION

Bledsoe Rentals1
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17. Mini Loader Vibratory Plow Attachment

Daily	\$ 94.05	NB	NB
Weekly	\$ 283.10	NB	Blank
Monthly	\$ 625.80	NB	Blank

18. Plow, Vibratory Ride On

Daily	N/A	NB	NB
Weekly	N/A	NB	Blank
Monthly	N/A	NB	Blank

19. Buggy, Georgia Tracked

Daily	\$ 132.05	NB	NB
Weekly	\$ 393.30	NB	Blank
Monthly	\$ 868.70	NB	Blank

20. Chipper, Brush 12" Max

Daily	\$ 313.50	NB	NB
Weekly	\$ 1,256.85	NB	Blank
Monthly	\$ 2,779.00	NB	Blank

21. 10' 6 yard Dump Truck

Daily	\$ 261.25	NB	NB
Weekly	\$ 1,047.85	NB	Blank
Monthly	\$ 2,316.30	NB	Blank

22. 19' Skyjack Scissor Lift

Daily	\$ 115.90	NB	NB
Weekly	\$ 319.20	NB	Blank
Monthly	\$ 463.40	NB	Blank

23. 20' Skyjack Scissor Lift

Daily	\$ 115.90	NB	NB
Weekly	\$ 319.20	NB	Blank
Monthly	\$ 463.40	NB	Blank

24. 26' Skyjack Scissor Lift

Daily	\$ 126.35	NB	NB
Weekly	\$ 378.10	NB	Blank
Monthly	\$ 555.80	NB	Blank

25. 5'x8' Road Plate

Daily	N/A	\$ 9.00	NB
Weekly	N/A	\$ 27.00	Blank
Monthly	N/A	\$ 81.00	Blank

26. 5'x12' Road Plate

Daily	N/A	\$ 14.00	NB
Weekly	N/A	\$ 42.00	Blank
Monthly	N/A	\$ 126.00	Blank

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27. 6'x12' Road Plate

Daily	N/A	\$ 13.00	NB
Weekly	N/A	\$ 39.00	Blank
Monthly	N/A	\$ 117.00	Blank

28. 8'x10' Road Plate

Daily	N/A	\$ 14.00	NB
Weekly	N/A	\$ 42.00	Blank
Monthly	N/A	\$ 126.00	Blank

29. 8'x12' Road Plate

Daily	N/A	\$ 20.00	NB
Weekly	N/A	\$ 60.00	Blank
Monthly	N/A	\$ 180.00	Blank

30. 8'x16' Road Plate

Daily	N/A	\$ 25.00	NB
Weekly	N/A	\$ 75.00	Blank
Monthly	N/A	\$ 225.00	Blank

31. 8'x20' Road Plate

Daily	N/A	\$ 28.00	NB
Weekly	N/A	\$ 84.00	Blank
Monthly	N/A	\$ 252.00	Blank

32. Stump Grinder

Daily	\$ 197.60	NB	NB
Weekly	\$ 988.00	NB	Blank
Monthly	\$ 2,184.70	NB	Blank

33. Aluminum Trench Box 4'x8'

Daily	N/A	\$ 32.00	NB
Weekly	N/A	\$ 96.00	Blank
Monthly	N/A	\$ 288.00	Blank

34. Aluminum Trench Box 6'x6'

Daily	N/A	\$ 36.00	NB
Weekly	N/A	\$ 108.00	Blank
Monthly	N/A	\$ 324.00	Blank

35. Aluminum Trench Box 8'x8'

Daily	N/A	\$ 66.00	NB
Weekly	N/A	\$ 198.00	Blank
Monthly	N/A	\$ 594.00	Blank

36. Table Rectangle 8'

Daily	\$ 6.65	NB	NB
Weekly	\$ 19.00	NB	Blank
Monthly	\$ 29.40	NB	Blank

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37. Plastic Folding Chairs

Daily	\$ 0.95	NB	NB
Weekly	\$ 2.85	NB	Blank
Monthly	\$ 4.20	NB	Blank

38. Loader, Track HVAC Cab

Daily	\$ 290.70	NB	\$650/655K \$850/755K
Weekly	\$ 872.10	NB	\$1800/655K \$2500/755K
Monthly	\$ 1,927.80	NB	\$5400/655K \$7500/755K

39. Loader, Track Bobcat T590 HVAC Cab

Daily	\$ 290.70	\$ 200.00	\$ 200.00
Weekly	\$ 872.10	\$ 825.00	\$ 600.00
Monthly	\$ 1,927.80	\$ 2,250.00	\$ 1,800.00

40. Loader, Track Deere 323D HVAC Cab

Daily	\$ 290.70	\$ 200.00	\$ 245.00
Weekly	\$ 872.10	\$ 825.00	\$ 750.00
Monthly	\$ 1,927.80	\$ 2,250.00	\$ 2,200.00

41. Trencher 4x30

Daily	\$ 146.30	NB	NB
Weekly	\$ 439.85	NB	Blank
Monthly	\$ 973.00	NB	Blank

42. Lift, Bucket 36ft 2 Man Tow Electric

Daily	\$ 178.60	NB	NB
Weekly	\$ 713.45	NB	Blank
Monthly	\$ 1,313.90	NB	Blank

43. Lift, Personnel 1 Man 30 ft

Daily	\$ 104.50	NB	NB
Weekly	\$ 313.50	NB	Blank
Monthly	\$ 463.40	NB	Blank

44. Pressure Washer 3200 PSI Hot water

Daily	\$ 126.35	NB	NB
Weekly	\$ 502.55	NB	Blank
Monthly	\$ 1,111.60	NB	Blank

45. Pressure Washer 3500 PSI

Daily	\$ 78.90	NB	NB
Weekly	\$ 313.50	NB	Blank
Monthly	\$ 694.40	NB	Blank

46. Cutter, Sod Gas 24

Daily	\$ 189.05	NB	NB
Weekly	\$ 754.30	NB	Blank
Monthly	\$ 1,111.60	NB	Blank

Bledsoe Rentals1
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47. Ball, Mount w/ Equipment

Daily	\$ 7.60	NB	NB
Weekly	\$ 16.15	NB	Blank
Monthly	\$ 25.20	NB	Blank

48. Hammer, Air 90 lb.

Daily	\$ 73.15	NB	NB
Weekly	\$ 220.40	NB	Blank
Monthly	\$ 486.50	NB	Blank

49. Light, Tower 4000 Watt

Daily	\$ 133.00	NB	NB
Weekly	\$ 385.70	NB	Blank
Monthly	\$ 490.00	NB	Blank

50. Pump, 2" Gas w/ 2 hoses

Daily	\$ 62.70	NB	NB
Weekly	\$ 250.80	NB	Blank
Monthly	\$ 555.80	NB	Blank

51. Roller, Lawn Towable

Daily	\$ 32.30	NB	NB
Weekly	\$ 94.05	NB	Blank
Monthly	\$ 208.60	NB	Blank

52. Roller, Lawn Push

Daily	\$ 19.95	NB	NB
Weekly	\$ 62.70	NB	Blank
Monthly	\$ 208.60	NB	Blank

53. Rotary Tip for Pressure Washer

Daily	\$ 7.60	NB	NB
Weekly	\$ 34.20	NB	Blank
Monthly	\$ 49.00	NB	Blank

54. Trailer, Agitating Concrete

Daily	\$ 146.30	NB	NB
Weekly	\$ 439.85	NB	Blank
Monthly	\$ 1,759.40	NB	Blank

55. Trailer, Skid Loader

Daily	\$ 52.25	NB	NB
Weekly	\$ 156.75	NB	Blank
Monthly	\$ 347.90	NB	Blank

56. Propane Refills 20lb

Daily	\$ 19.40	NB	NB
Weekly	Blank	NB	Blank
Monthly	Blank	NB	Blank

UNOFFICIAL BID TABULATION

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57. Propane Refills 30lb

Daily	\$ 26.84	NB	NB
Weekly	Blank	NB	Blank
Monthly	Blank	NB	Blank

58. Propane Refills 40lb

Daily	\$ 38.29	NB	NB
Weekly	Blank	NB	Blank
Monthly	Blank	NB	Blank

59. Propane Refills 100lb

Daily	\$ 83.41	NB	NB
Weekly	Blank	NB	Blank
Monthly	Blank	NB	Blank

60. Vermeer S450TX

Daily	\$ 156.75	NB	NB
Weekly	\$ 283.10	NB	Blank
Monthly	\$ 1,042.30	NB	Blank

61. Adjustable Spreaders

Daily	\$ 12.35	NC-included in Box Rental	NB
Weekly	\$ 38.00	"	Blank
Monthly	\$ 82.60	"	Blank

62. 2' Extension Legs package for Aluminum

Daily	N/A	NC-included in Box Rental	NB
Weekly	Blank	"	Blank
Monthly	Blank	"	Blank

63. Fin Board 4' x 8'

Daily	N/A	\$ 5.00	NB
Weekly	Blank	\$ 15.00	Blank
Monthly	Blank	\$ 45.00	Blank

64. Lifting Device

Daily	N/A	\$ 2.00	NB
Weekly	Blank	\$ 6.00	Blank
Monthly	Blank	\$ 18.00	Blank

65. End Member 10'

Daily	N/A	NC-included in Box Rental	NB
Weekly	Blank	"	Blank
Monthly	Blank	"	Blank

66. Modular Shield Panel 24" x 8'

Daily	N/A	\$ 7.00	NB
Weekly	Blank	\$ 21.00	Blank
Monthly	Blank	\$ 63.00	Blank

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67. Modular Shield Panel 24" x 12'

Daily	N/A	\$ 9.00	NB
Weekly	Blank	\$ 27.00	Blank
Monthly	Blank	\$ 81.00	Blank

68. Release Tool 48"

Daily	N/A	\$ 2.00	NB
Weekly	Blank	\$ 6.00	Blank
Monthly	Blank	\$ 18.00	Blank

69. Shoring Pump Hand

Daily	N/A	\$ 10.00	NB
Weekly	Blank	\$ 30.00	Blank
Monthly	Blank	\$ 90.00	Blank

70. Removal Hook 48"

Daily	N/A	\$ 2.00	NB
Weekly	Blank	\$ 6.00	Blank
Monthly	Blank	\$ 18.00	Blank

71. Kit: 1.5 Shore 52-88 Cyl

Daily	N/A	\$ 8.00	NB
Weekly	Blank	\$ 24.00	Blank
Monthly	Blank	\$ 72.00	Blank

72. Kit: 1.5 Shore 52-88 Cyl 24" Ext

Daily	N/A	\$ 9.00	NB
Weekly	Blank	\$ 27.00	Blank
Monthly	Blank	\$ 81.00	Blank

73. Kit: 1.5 Shore 52-88 Cyl 56" Ext

Daily	N/A	\$ 10.00	NB
Weekly	Blank	\$ 30.00	Blank
Monthly	Blank	\$ 90.00	Blank

74. 1.5' Rail CS

Daily	N/A	Included in Shore Rental N/C	NB
Weekly	Blank	Included in Shore Rental N/C	Blank
Monthly	Blank	Included in Shore Rental N/C	Blank

75. 1.5' Rail SS

Daily	N/A	Included in Shore Rental N/C	NB
Weekly	Blank	Included in Shore Rental N/C	Blank
Monthly	Blank	Included in Shore Rental N/C	Blank

76. 52" - 88" Cylinder Assembly

Daily	N/A	Included in Shore Rental N/C	NB
Weekly	Blank	Included in Shore Rental N/C	Blank
Monthly	Blank	Included in Shore Rental N/C	Blank

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77. Shield Aluminum 6' x 6'

Daily	N/A	\$ 36.00	NB
Weekly	Blank	\$ 108.00	Blank
Monthly	Blank	\$ 324.00	Blank

78. Scissor Lift 30-35' Electric 46-48"

Daily	N/A	Blank	NB
Weekly	Blank	Blank	Blank
Monthly	Blank	Blank	Blank

79. Swee[er Ride on 8' Window Three Wheel

Daily	N/A	Blank	NB
Weekly	Blank	Blank	Blank
Monthly	Blank	Blank	Blank

80. Blower Axial 12" Electric

Daily	N/A	\$ 15.00	NB
Weekly	Blank	\$ 45.00	Blank
Monthly	Blank	\$ 135.00	Blank

81. Blower 16" Ventilation

Daily	N/A	NB	NB
Weekly	Blank	NB	Blank
Monthly	Blank	NB	Blank

82. Duct Hose 16' x 25'

Daily	N/A	NB	NB
Weekly	Blank	NB	Blank
Monthly	Blank	NB	Blank

83. Mini Excavator 7400-9199#

Daily	\$ 250.80	\$ 125.00	\$ 200.00
Weekly	\$ 754.30	\$ 550.00	\$ 600.00
Monthly	\$ 1,668.10	\$ 1,850.00	\$ 1,800.00

84. Mini Excavator Bucket 18"

Daily	\$ 52.25	\$ 50.00	\$ 25.00
Weekly	\$ 156.75	\$ 100.00	\$ 75.00
Monthly	\$ 347.90	\$ 400.00	\$ 200.00

85. Light Tower Towable Small

Daily	\$ 133.00	NB	NB
Weekly	\$ 385.70	NB	Blank
Monthly	\$ 490.00	NB	Blank

86. Skid Steer Leader 2001-2599#

Daily	\$ 189.05	\$ 150.00	\$ 180.00
Weekly	\$ 565.25	\$ 600.00	\$ 550.00
Monthly	\$ 1,250.20	\$ 1,750.00	\$ 1,600.00

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87. U-Cart Trailer			
2 HRS	\$ 30.40	NB	NB
3 HRS	\$ 44.65	NB	NB
Daily	\$ 146.30	NB	NB
Weekly	\$ 439.85	NB	NB

88. Concrete for U-Carts-5-Sack Mix

1/4 YARD CONCRETE	\$ 68.50	NB	NB
1/3 YARD CONCRETE	\$ 73.50	NB	NB
1/2 YARD CONCRETE	\$ 83.50	NB	NB
2/3 YARD CONCRETE	\$ 94.50	NB	NB
3/4 YARD CONCRETE	\$ 104.50	NB	NB
1 YARD CONCRETE	\$ 125.00	NB	NB

89. Concrete for U-Carts-6-Sack Mix

1/4 YARD CONCRETE	\$ 74.50	NB	Blank
1/3 YARD CONCRETE	\$ 80.50	NB	Blank
1/2 YARD CONCRETE	\$ 86.50	NB	Blank
2/3 YARD CONCRETE	\$ 100.50	NB	Blank
3/4 YARD CONCRETE	\$ 112.50	NB	Blank
1 YARD CONCRETE	\$ 135.00	NB	Blank

NOTE: *Van Keppel provided rationale for the following delivery rates:
Trench Safety Delivery \$75.00 (Street plates, Shoring and Trench boxes
Trench Safety Pick Up \$75.00 (Street plates, Shoring and Trench boxes
Equipment Delivery \$225.00 (Skid Steers and Mini Excavators under 20,000#s)
Equipment Pick Up \$225.00 (Skid Steers and Mini Excavators under 20,000#s)

NOTE: The yellow highlighted cells represent the lowest bid price or only bid for said item(s).

Packet Information

File #: BILL NO. 17-67, **Version:** 1

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

Issue/Request:

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

Key Issues:

- Lee's Summit Animal Control routinely requires a variety of services from a veterinary professional, including, for example, euthanasia services, rabies vaccinations, office visits, and livestock treatments.
- These services were last bid in December, 2014. That bid was awarded to Lee's Summit Animal Hospital, as the only responsive service provider.
- The Agreement with Lee's Summit Animal Hospital contemplated up to four (4) additional one-year renewals, with price increases not to exceed CPI.
- During discussions for the second renewal, Lee's Summit Animal Hospital quoted price increases for rabies and euthanasia services in excess of the current CPI, due to the fact that the costs for such services and drugs were increased by their suppliers, resulting in a loss of income on these services.
- Because the price increases exceeded CPI, the project was re-bid as Bid No. 2017-094. A total of two (2) service providers were notified directly through the City's e-procurement system, and an additional eight (8) service providers were sent bids directly.
- As of the close of the bid, Lee's Summit Animal Hospital was again the only responsive service provider.
- Lee's Summit Animal Hospital has been the service provider for veterinary services to the Animal Control Division for a number of years and is uniquely qualified to provide the wide variety of services that are demanded by the division.
- The contract language drafted for this Agreement removes the limitation of increases to CPI and instead allows for negotiation of rates and fees in the event of increase, so that, if future increases in medical supply costs occur, there will not be an immediate need to re-bid, especially given the relatively limited pool of available service providers.

- Contract No. 2017-094 is for a one year term with up to four (4) additional one year increases.

Proposed Council Motion:

I move for second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-094 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR VETERINARY SERVICES FOR THE ANIMAL CONTROL DIVISION TO LEE'S SUMMIT ANIMAL HOSPITAL, P.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY.

I move for approval AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-094 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR VETERINARY SERVICES FOR THE ANIMAL CONTROL DIVISION TO LEE'S SUMMIT ANIMAL HOSPITAL, P.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY.

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Major Mark Taylor, Lee's Summit Police Department

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-094 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS FOR VETERINARY SERVICES FOR THE ANIMAL CONTROL DIVISION TO LEE'S SUMMIT ANIMAL HOSPITAL, P.C. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY.

Committee Recommendation: On motion by Councilmember Forte, second by Vice Chair Seif, this ordinance was approved for recommendation to full City Council for approval. The vote was unanimous.

BILL NO. 17-67

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

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

WHEREAS, the City's Animal Control division routinely requires a variety of services from professional veterinarians for small and large animals; and,

WHEREAS, the City and Lee's Summit Animal Hospital, P.C. previously entered into Contract No. 2015-048, for a period of one (1) year with four (4) possible renewals; and,

WHEREAS, due to increases in cost of medical supplies in excess of CPI as contemplated in Contract No. 2015-048, veterinary services were re-bid by the City as Bid No. 2017-094; and,

WHEREAS, the City advertised the bid, sent the bid directly to eight (8) service providers, and an additional two (2) service providers were notified through the City's e-procurement system, Public Purchase; and,

WHEREAS, as of the close of the time period for submission, a total of one (1) bid was received by the City, from the incumbent service provider, Lee's Summit Animal Hospital, P.C.; and,

WHEREAS, the bid submitted by Lee's Summit Animal Hospital P.C. met all specifications as stated in the invitation for bid, and based upon that, in conjunction with the entity's prior experience in providing service to the City, City staff has recommended award of Bid No. 2017-094 to Lee's Summit Animal Hospital, P.C.

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

SECTION 1. That Bid No. 2017-094 for veterinary services for the Animal Control division of the City of Lee's Summit, Missouri be and is hereby awarded to Lee's Summit Animal Hospital, P.C.

SECTION 2. That Contract No. 2017-094 by and between the City of Lee's Summit, Missouri and Lee's Summit Animal Hospital, P.C., generally for the purpose of the provision of veterinary services to the Animal Control division, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein as though fully set forth, be and is hereby approved, and the City Manager is hereby authorized to execute the same by and on behalf of the City.

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

BILL NO. 17-67

SECTION 4. 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.

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

THIS CONTRACT, made this ____ day of _____ 2017, is herein called Yearly Contract for Veterinary Services as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Lee's Summit Animal Hospital, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 15th day of February, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the 1st day of July 2017, Bid No. 2017-094, Contract period from July 1, 2017 to June 30, 2018. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2017-094; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-094	Dated:	02.15.2017	Pages	01	through	14
Specifications:		Dated:	02.15.2017	Pages	05	through	05
General Conditions:				Pages	10	through	14
Special Attachments:							

Procurement Officer of Record

Company Name

Stephen A. Arbo, City Manager

Date

Company Authorized Signature

READ AND APPROVED:

Title

Date

APPROVED AS TO FORM:

Type or Print the Name of Authorized Person

Office of the City Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

INVITATION FOR BID NUMBER 2017-094

The City of Lee's Summit will accept submitted bids from qualified persons or firms interested in providing the following:

**ON CALL VETERINARY SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM OR A HARD COPY MAILED OR DELIVERED
TO THE PROCUREMENT DIVISION AT CITY HALL IN A SEALED ENVELOPE PRIOR TO THE OPENING DATE OF
3:00 PM LOCAL TIME ON WEDNESDAY, FEBRUARY 15, 2017**

The cutoff date for any questions for this bid is February 10, 2017 at Noon, CST.

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)
<u>Lee's Summit Animal Hospital</u>	<u>Kathy Elbel</u>
Address	Signature
<u>411 SW Market Street</u>	<u>Kathy Elbel</u>
City/State/Zip <u>LS MO 64063</u>	Title
Telephone # <u>816-524-0464</u> Fax # <u>816-524-2754</u>	Date <u>2-7-2017</u>
<u>Kelbel@nvanet.com</u>	E-mail
E-mail	Entity Type <u>Inc</u> Tax ID # <u>43-1093777</u>

TABLE OF CONTENTS:

Legal Notice and Invitation For Bid
Table of Contents
Advertisement
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Pricing
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References – Primary Clinic
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Exhibit B - Insurance Requirements
Exhibit C - General Conditions

INVITATION FOR BID

BID #2017-094

The City of Lee's Summit will accept electronically through Public Purchase or hard copy of paper bids mailed or delivered to the Procurement and Contract Services Division in a sealed envelope from qualified persons or firms interested in providing the following: Custodial Services. Proposals must be received by 3:00 P.M. Local time, on February 15, 2017.

Bidding documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.

DeeDee Tschirhart, Senior Procurement Officer

SCOPE: The City of Lee's Summit is seeking a veterinarian to provide services for the Animal Control Division. The services required are for euthanasia, advice and consultation on various aspects of animal handling and care (first aide, disease control, etc.) and shipment of rabies test specimens to the Health Department in Jefferson City, Missouri.

The City of Lee's Summit owns and operates the Animal Shelter located at 1991 SE Hamblen Road, Lee's Summit, MO, 64081. The phone number is 816-969-1640.

All officers/employees have completed schooling with the National Animal Control Association, Humane Society of the United States, Missouri Animal Control Association and others. Officers respond to approximately 9,000 calls per year, seven days per week, with regular patrol hours from 7:00 am to 11:00 pm. Emergency calls are answered 24 hours per day, seven days per week.

The tasks of the officers include enforcing the City's leash law, licensing and rabies vaccination requirements, handling deceased animals, providing first aid for injured animals, investigating abuse and neglect complaints and responding to calls regarding dangerous animals.

The Animal Shelter accepts and houses animals from the Blue Springs and Greenwood Animal Control Departments.

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 Direct all questions regarding this bid to the Procurement Officer listed on page 1. The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- ✓ 1.2 Optional: The bidder must answer each question in Section 3.0 Specifications with either a "YES" to indicate that the item being bid is exactly as specified, or "NO".
- ✓ 1.4 Bids submitted made on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Manager may result in rejection of your bid.
- ✓ 1.5 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than February 10, 2017 at noon local time.
- 1.6 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.7 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.8 Bidder shall quote net costs of all goods and services requested and all quotes shall include all transportation to destination and inside delivery.
- 1.9 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.10 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.11 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date, by the Procurement and Contract Services Manager of the City of Lee's Summit, shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material, in accordance with the specifications and bid offer on the written order of the Procurement and Contract Services Manager.
- 1.12 If an award is a result of this Invitation for Bid, a contract in the form of a Term & Supply Contract or Construction Contract, will be issued. The contract number must be referenced on all documentation including delivery ticket, packing slip and/or invoice.
- 1.13 Any award of a contract resulting from this Invitation for Bid will be made only by written authorization from the City Manager.
- 1.14 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.

1.15 Any Contract Awarded pursuant to this bid shall be subject to the Terms & Conditions located in Exhibit C. Any bid conditioned on conflicting Terms & Conditions may be rejected.

2.0 SPECIFIC REQUIREMENTS OF BID:

2.1 Renewal Option:

- 2.1.1 The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the Procurement and Contract Services Manager of increased costs incurred by the Contractor for any element of the bid for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

2.2 Business License: The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Department to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 Insurance: The successful bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract.

2.4 For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 SE Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net.

2.5 Evaluation Criteria: Award consideration will be based on:

- 2.5.1 Price: Lowest and best price for service, as specified, will be considered in evaluating this bid.
- 2.5.2 References and Experience: Consideration will be given to the length of time the clinic has been in operation, providing similar services; past performance history, and references.
- 2.5.3 Back-Up Clinic: This bid will also be evaluated on the location of a back-up clinic, which must be within twenty-five (25) miles of the Lee's Summit Animal Shelter. The back-up clinic's references shall be evaluated.

2.6 Compliance: The following items shall be provided by bidder to the City of Lee's Summit Procurement and Contract Services Division:

2.6.1 To be provided with Bid submittal:

- **Bidder must complete the bid document in its entirety. Submit all Pages of this complete bid document** (bidders to keep copy of bid submitted)
- List of References and Experience on form provided
- List of subcontractors and major suppliers on form provided
- List of materials and equipment to be provided including manufacturer's name, model number and other information to indicate compliance with specifications on form provided.
- Executed Addendum(s)

2.6.2 To be provided prior to the issuance of a contract:

- Business License
- Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
- Work Authorization Affidavit
- E-Verify Signature Page
- List of Subcontractors and Major Suppliers
- W-9 (new vendor only)
- Vendor Information Form (new vendor only)

2.7 No Financial Interest or Other Conflict: By submission of its response, the bidder certifies that they are in compliance with items 2.7.1 through 2.8.4.

2.7.1 No City of Lee's Summit employee, City Council member or member of any City of Lee's Summit board or commission, nor family member (the spouse, parent, grandparent, stepmother, stepfather, child, grandchild, brother, sister, half brother, half sister, adopted children of parent, or spouse's parents) of any such person to the third degree of consanguinity or

affinity to City Employee, City Council member or member of any City of Lee's Summit board or commission, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **The City of Lee's Summit**.

2.7.2 No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any employee, City Council member, or member of any **City of Lee's Summit** board or commission, nor to any family member of any such person.

2.8 Debarment and Suspension Status:

2.8.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

2.8.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

2.8.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

2.8.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

3.0 SPECIFICATIONS:

3.1 Euthanasia Services: In accordance with past history, the animal shelter requires euthanasia services for an AVERAGE of sixty (60) animals each month. The veterinarian will be asked to call on the shelter a minimum of two (2) times each week, on Tuesday and Friday, to provide this service. However, if there are only one or two animals to be euthanized, the shelter personnel may choose to bring the animal to the veterinarian's clinic. The Animal Shelter will handle any disposal of animals.

Do You Comply? Yes No

3.2 Treatment Determination Responsibility: Determination of whether to treat an animal or to euthanize it shall be the responsibility of Animal Control personnel. Animal Control personnel may also determine that it is necessary to bring an animal to the veterinarian's clinic for treatment or euthanasia rather than wait for the scheduled visit.

Do You Comply? Yes No

3.3 Advice and Consultation: The veterinarian will be required to provide advice and consultation services on various aspects of animal handling and care such as first aid, disease control, diet, etc.

Do You Comply? Yes No

3.4 Handling of Rabies Test Specimens: The veterinarian will be required to provide preparation and shipment of rabies test specimens as needed to the State Health Department in Jefferson City (approximately 10-15 shipments per year).

Do You Comply? Yes No

3.5 Emergency Treatment: Animal Control personnel may need to bring animals in to the clinic for emergency treatment, due to illness or injury. To prevent unnecessary suffering of the animal, it shall be required under this contract any such emergency will take precedence over the veterinarian's other clients, unless the veterinarian is in surgery.

Do You Comply? Yes No

3.6 Emergency Call-Out: On occasion, Animal Control personnel will handle emergency situations involving injured animals at hours not normally associated with the veterinary clinic's regular business hours (i.e. after 10:00 p.m. or Sunday's). Under this contract, the veterinarian shall provide emergency treatment at all hours needed by the Animal Control staff, on an emergency call-out basis. Veterinarian shall provide back up if not available.

Do You Comply? Yes No

3.7 Livestock: Approximately five (5) times per year, the Animal Control Department comes into contact with injured livestock or livestock that belongs to an unknown owner. Under this contract, the veterinarian shall be required to provide treatment for the animal in the field and/or transport the animal to a location deemed appropriate by the veterinarian and Animal Control personnel.

Do You Comply? Yes No

- A The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 38 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
- B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the Purchasing Agent (Procurement and Contract Services Manager) and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
- B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**

- A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - (2) To any acts of the City.
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
 - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
- B Engineer's Pay Estimates:
- (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
 - (3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and Injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **Davis Bacon Act:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

Revised by BC-Legal approval 4/24/2014

**Exhibit B
INSURANCE REQUIREMENTS:**

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

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

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

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

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

PROFESSIONAL LIABILITY: Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

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

Policy must include the following conditions:

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

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

- Any Auto
- OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

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

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

- (3) Performance Bond shall be in the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
 - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
 - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
 - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vender's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
 - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
 - (4) By virtue of statutory authority, the Purchasing Agent (Procurement and Contract Services Manager) shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this proposal.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.**GENERAL CONTRACTUAL REQUIREMENTS.**

1. **DEFINITIONS.**
 - A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
 - B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
 - C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
 - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
 - E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
 - F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
 - G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
 - H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.

5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, or placed to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his sub-contractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
 - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The Purchasing Agent (Procurement and Contract Services Manager) may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the Purchasing Agent (Procurement and Contract Services Manager) in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

Workers' Compensation

Statutory

Employer's Liability

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

GENERAL INSURANCE PROVISIONS:

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

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
Procurement and Contract Services Department
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

Exhibit C
GENERAL TERMS AND CONDITIONS**GENERAL INSTRUCTIONS CONCERNING IFB's/BID's**

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the Procurement and Contract Services Division.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to closing time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into Public Purchase, unless otherwise stated in the Invitation for Bid, before the close date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation; however, bids may be modified by email notice, provided such notice is received prior to the hour and date specified for receipt. (See paragraph 7)
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation to Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn, by written or emailed notice received, prior to the exact hour and date specified for receipt of bids, provided the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the bid receipt deadline. The telegraph communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. A bid also may be withdrawn in person by a bidder or his authorized representative provided his identity is made known and he signs a receipt for the invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephone requests to withdraw a bid will be considered only if confirmed by letter or telegram.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid closing date and time. Bids will NOT be accepted after the date and time of closing under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPRQ or better financial performance rating per the current A.M. Best Company ratings.)
 - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required as stipulated in the "Invitation to Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
 - B **PERFORMANCE BONDS.**

Performance Bond Not Required .

Performance Bond Required as stipulated in the "Invitation to Bid".

Note the following:

 - (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
 - (2) Date of bonds shall be the same as the date of City's execution of the contract.

4.0 PRICING: Bidders are not required to fill out both areas of pricing (Domestic and Livestock). The City will base its award accordingly.

4.1 DOMESTICATED ANIMALS				
Item	Description	Est Qty	Unit Price	Total Price
4.1.1	Shelter Visit	104	\$ <u>182</u>	\$ <u>18,928</u>
4.1.2	Office Visit which may result in euthanasia services	200	\$ <u>24</u>	\$ <u>4800</u>
4.1.3	Telephone Consultation (per call)	48	\$ <u>NC</u>	\$ _____
4.1.4	Rabies Test (preparation for shipment)	25	\$ <u>74</u>	\$ <u>1850</u>
4.1.5	Emergency Call-Out	25	\$ <u>65</u>	\$ <u>1625</u>
GRAND TOTAL			\$ <u>27203.00</u>	
State below any additional services/costs that may be incurred and explain charges (i.e. lab fees, etc.). If necessary, attach a separate sheet				
a. All other services and products will be at regular				\$ _____
b. price with a 25% Discount				\$ _____
c. Example a.) Fecal exam Reg price = \$17.00 - 25% = \$12.75				\$ _____
d. b.) Radiograph - Reg price = \$125.00 - 25% = \$93.75				\$ _____
State clinic hours and days of operation: <u>Monday - Friday 7:30 AM to 6:00 PM</u>				
Does your clinic have a back up for the days your clinic is closed? <u>SAT 8:00 AM to 12:00</u>				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, list the name, address and phone number of back-up clinic: <u>LSAH 524-0464</u>				
If yes, will AC personnel be able to take injured animals to this clinic at the same pricing listed above?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.2 LIVESTOCK				
4.2.1	Livestock Field Visit/Treatment	5	\$ <u>65.00</u>	\$ <u>325</u>
4.2.2	Livestock Transportation	5	\$ <u>84.00</u>	\$ <u>420</u>
4.2.3	Livestock Boarding (per day)	10 days	\$ <u>50.00</u>	\$ <u>500.00</u>
GRAND TOTAL			\$ <u>1245.00</u>	
State below any additional services/costs that may be incurred and explain charges (i.e. lab fees, etc.). If necessary, attach a separate sheet				
a. 25% Discount on all drugs, treatment and				\$ _____
b. Lab fees				\$ _____
c. Same as above				\$ _____
d.				\$ _____
State clinic hours and days of operation: <u>Monday - Friday 7:30 AM to 6:00 PM</u>				
Does your clinic have a back up for the days your clinic is closed? <u>SAT 8:00 AM to 12:00</u>				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, list the name, address and phone number of back-up clinic: <u>LSAH 816-524-0464</u>				
If yes, will AC personnel be able to take injured animals to this clinic at the same pricing listed above?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered.				<u>0</u> %

5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

YES _____ NO INITIALS KE

6.0 REFERENCES/EXPERIENCE OF PRIMARY CLINIC. A MINIMUM of 3 years experience is required of the successful bidder, in similar services, as described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are required to provide the information below in full detail.

How many years has your firm been in business? <u>60</u> years			
List references showing contracts, held by your company, providing the same services for other municipalities or private companies. Attach a separate sheet of paper, if needed.			
Company Name & Address	Contact Name & Phone Number	Job Dates	Services Provided
Henry Schein	888-691-2724 Paula Martin	on going	Drugs Vendor
Bank of Lee's Summit	524-1800 Pat Mau		Banking
Hills Pet Nutrition	573-291-1325 Tammy Killmer	on going	Dog Food Vendor
Merial	816-812-1641 Brooke Elliott	on going	Veterinary Products

7.0 REFERENCES/EXPERIENCE OF BACK-UP CLINIC. A MINIMUM of 3 years experience is required of the successful bidder, in similar services, as described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are required to provide the information below in full detail.

How many years has your firm been in business? <u>60</u> years			
List references showing contracts, held by your company, providing the same services for other municipalities or private companies. Attach a separate sheet of paper, if needed.			
Company Name & Address	Contact Name & Phone Number	Job Dates	Services Provided
Same as above			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Michelle Lundy	
Thomas Costello Insurance Agency 2775 Tapo St. #102		PHONE (A/C, No, Ext): (805) 520-4997	FAX (A/C, No): (805) 426-8802
Simi Valley CA 93063		E-MAIL ADDRESS: mlundy@costello-assoc.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
National Veterinary Associates, Inc 29229 Canwood Street Suite #100 Agoura Hills CA 91301		INSURER A: HARTFORD FIRE INSURANCE CO	NAIC # 19682
		INSURER B: HARTFORD CASUALTY INSURANCE CO	29424
		INSURER C: TECHNOLOGY INS CO INC	42376
		INSURER D: FEDERAL INSURANCE CO	20281
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		72 UEN JH8174	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		72 UEN ZD9417	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B/D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		72 RHU I01268 / 7989-90-54	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 EXCESS LIMIT: \$ 25,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	TWC3563624	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lee's Summit Animal Hospital North
810 NW Commerce Drive
Lee's Summit, MO 64086

Certificate Holder is listed as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Lee's Summit 220 SE Green Street Lee's Summit, MO 64063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL SOLICITATIONS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Jackson)
) ss.
State of Missouri)

My name is Kathy Elbel I am an authorized agent of Lee's Summit Animal Hospital, INC ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

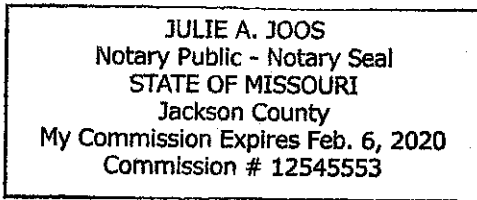
Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.

Kathy Elbel
Affiant

Kathy Elbel
Printed Name

Subscribed and sworn to before me this 8th day of February, 2017.

SEAL



Julie A Joos
Notary Public

LEE'S SUMMIT ANIMAL HOSPITAL INC
KATHY ELBEL
411 SW MARKET ST
LEES SUMMIT, MO 64063



BUSINESS LICENSE

Issuance No. 20161724

EXPIRES 06/30/2017

License is Hereby Granted to: LEE'S SUMMIT ANIMAL HOSPITAL INC
411 SW MARKET ST, LEES SUMMIT, MO 64063

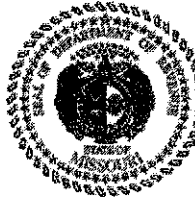
Business Classification: 1700 Veterinarian

Subject to the provisions of all Ordinances now in force and
that may hereafter be passed by said City of Lee's Summit

Randall L. Foaden
Kevin A. Quinn

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE AND IS NON-TRANSFERABLE

TAXATION DIVISION
P.O. BOX 3666
JEFFERSON CITY, MO 65105-3666



STATE OF MISSOURI
Department of Revenue

Telephone: (573) 751-9268

Fax: (573) 522-1265

E-mail: taxclearance@dor.mo.gov

LEES SUMMIT ANIMAL HOSPITAL PC
LEES SUMMIT ANIMAL HOSPITAL PC
411 SW MARKET ST
LEE'S SUMMIT, MO 640633939

DATE: February 7, 2017
MISSOURI TAX ID NUMBER:
12322512

CERTIFICATE OF NO TAX DUE

To Whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all sales or withholding tax due, including penalties and interest, or does not owe any sales and withholding tax, according to the records of the Missouri Department of Revenue as of February 6, 2017. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and does not limit the authority of the Director of Revenue to assess, and/or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Missouri Department of Revenue as a result of audit, review of the taxpayer's records, or determination of successor liability.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in black ink that reads "Esta Zaring".

Esta Zaring
Administrator, Business Tax

Packet Information

File #: BILL NO. 17-68, **Version:** 1

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

Background and Key Issue

The Ritter Plaza Tax Increment Financing District is a "pay as you go" TIF. The City and Ritter Plaza, LLC entered into a Tax Increment Financing Contract that is dated November 12, 2008. The Contract was amended in 2015 to generally deal with market conditions, the timing of improvements and the completion of the project. There is one vacant lot left to be developed. The TIF Contract requires the City to consent to the transfer of property within the TIF area. This Ordinance will grant consent to the transfer of the described lot to HB Summit, LLC which intends to construct a pet store for lease to Pets Smart, Inc. This will be the first PetSmart store in Lee's Summit. A copy of the Section of the TIF contract setting out the approval process is attached.

Proposed Council Motion:

I move for second reading of AN ORDINANCE APPROVING THE SALE OF A VACANT LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI TO HB SUMMIT, LLC, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN THE RITTER PLAZA, LLC, HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT.

I move for adoption of AN ORDINANCE APPROVING THE SALE OF A VACANT LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI TO HB SUMMIT, LLC, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN THE RITTER PLAZA, LLC, HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT.

Staff recommends approval of an AN ORDINANCE APPROVING THE SALE OF A VACANT LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI TO HB SUMMIT, LLC, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN THE RITTER PLAZA, LLC, HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT.

Presenter: Brian Head, City Attorney and City Staff

On motion by Councilmember Faith, second by Vice Chair Seif, this ordinance was recommended for approval to full City Council. The vote was unanimous.

BILL NO. 17-68

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

WHEREAS, the City of Lee's Summit ("City") has previously entered into a Tax Increment Financing Contract between the City and Ritter Plaza, LLC for the Ritter Plaza Tax Increment Financing Plan; and,

WHEREAS, Ritter Plaza, LLC is wishing to sell the vacant lot legally described as Lot 9B, Ritter Plaza Lot 9A and Lot 9B, a Subdivision in Lee's Summit, Jackson County, Missouri which is part of the Ritter Plaza TIF and CID to HB Summit, LLC, a Missouri limited liability company; and,

WHEREAS, Section 29.A., entitled "City Approval of Purchasing Entity" of the Ritter Plaza TIF Agreement provides the City has sixty (60) days to approve or deny the sale of property within the TIF; and,

WHEREAS, Section 29.A. of the Ritter Plaza TIF Agreement also provides for the buyer to enter into a transferee agreement with the City obligating the buyer to comply with the requirements of the Redevelopment Plan, as set forth in the TIF, and the obligations of the TIF Contract relating to the transferred property; and,

WHEREAS, this is a sales agreement which is expected to close this year and ownership will transfer at closing; and,

WHEREAS, HB Summit, LLC, intends to purchase the property with the intent to construct a Pet Smart Store, which will be the first PetSmart Store in Lee's Summit, Missouri.

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

SECTION 1. That the City Council of the City of Lee's Summit hereby approves the sale of the vacant lot legally described as Lot 9B, Ritter Plaza Lot 9A and Lot 9B, a Subdivision in Lee's Summit, Jackson County, Missouri which is part of the Ritter Plaza TIF and CID from Ritter Plaza, LLC to HB Summit, LLC.

SECTION 2. That the City Council of the City of Lee's Summit hereby authorizes the City Manager, on behalf of the City of Lee's Summit, to execute a Transferee Agreement between the City of Lee's Summit, Ritter Plaza, LLC, and HB Summit, LLC ("Transferee") for the property located within the Ritter Plaza TIF and CID areas and legally described as Lot 9B, Ritter Plaza Lot 9A and Lot 9B, a Subdivision in Lee's Summit, Jackson County, Missouri (the "Property"), which shall be substantially the same in form and substance as the transferee agreement attached hereto and incorporated by reference as if fully set forth herein.

BILL NO. 17-68

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes

TRANSFEEE AGREEMENT

This TRANSFEEE AGREEMENT (“Transferee Agreement”) is dated as of the ____ day of _____, 2017 and is made by and among **RITTER PLAZA, LLC**, a Missouri limited liability company (“Developer”), **HB Summit, LLC**, a Missouri limited liability company (“Transferee”), and the **CITY OF LEE’S SUMMIT, MISSOURI**, a municipal corporation (“City”)

RECITALS

- A. On November 17, 2007, the City council of Lee’s Summit, Missouri (the “City Council”) adopted Ordinance No. 6537 approving the Ritter Plaza Tax Increment Financing Plan (“the Plan”).
- B. Developer and City are parties to the Plan.
- C. On November 12, 2008, the City and Developer entered into a Tax Increment Finance Contract that set forth the respective obligations and duties of the City and Developer with respect to the implementation of the Plan (“the Contract”), which was subsequently amended by passage of Ordinance No. 7589.
- D. Subject to the City’s consent, Developer is selling a portion of the Redevelopment Area (as defined in the Contract), described more fully as **Lot 9B, RITTER PLAZA LOT 9A and LOT 9B, a Subdivision in Lee’s Summit, Jackson County, Missouri** (the “Property”), to Transferee and pursuant to Section 29 of the Contract, Transferee is required to enter into this Contract to confirm its agreement to comply with the Contract as it relates to the Property.

NOW THEREFORE, for and in good consideration of the foregoing and the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among Developer, Transferee and the City as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.
2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan and the Contract.
3. Agreement by Transferee. Transferee acknowledges and agrees that its acquisition of the Property and the transfer of the property to Transferee is subject in all respects to the Redevelopment Agreement, the requirements of the Plan, the Redevelopment Plan Ordinance referenced above, and the rights of the City pursuant to the Redevelopment Agreement, the Act, and the Redevelopment Plan Ordinance. Transferee hereby agrees that it will comply with the requirements of the Plan and the obligations in the Redevelopment Agreement relating to the Property.
4. City’s Consent. Upon the execution of this Agreement, the sale of the Property shall be deemed to have been approved and consented to by the City in the manner described in section 29A of the Contract.
5. Representations and Warranties of Transferee. Transferee is a Missouri limited liability company qualified and authorized to conduct its business in the State of Missouri and has all requisite

power and authority to enter into, execute this Agreement and to perform its obligations hereunder. Upon its acquisition of title to the Property from Developer, Transferee shall be the sole owner of the Property and landlord under a Lease with PetSmart, Inc. which intends to operate a PetSmart retail store on the Property. This Agreement, assuming the due execution and delivery hereof by Developer and City, constitutes legal, valid, and binding obligations of the Transferee, enforceable against Transferee in accordance with the terms and conditions herein.

6. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Transferee:

HB Summit, LLC
Attention: Douglas L. Henzlik
5341 West 151st Terrace
Leawood, Kansas 66224

If to Developer:

Ritter Plaza, LLC
Attn: Kevin Fitzpatrick
6431 Norwood
Mission Hills, KS 66208

With a copy to:

John M. Keller
Kutak Rock LLP
2300 Main Street, Suite 800
Kansas City, MO 64108

If to City:

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

7. Successors and Assigns. All rights, benefits and obligations of Developer and Transferee hereunder shall inure to and bind Developer and Transferee, respectively, and this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

8. Governing Law. This Agreement shall be governed by the laws of the State of Missouri.

9. Counterparts. This Agreement may be executed in one more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein, except that Developer shall pay for all

expenses incurred by the City.

IN WITNESS WHEREOF, the parties have set their hands as of the date shown above.

DEVELOPER:

RITTER PLAZA, LLC

By: _____
Name: Kevin Fitzpatrick
Title: Manager

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____, 2017 before me, a Notary Public in and for said state,
Personally appeared Kevin Fitzpatrick, the Manager of Ritter Plaza, LLC, personally known by me to be
the person who executed the within instrument on behalf of said company and acknowledged to me that
he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year written above.

Notary Public

My commission Expires:

Printed Name: _____

TRANFEREE:

HB Summit, LLC, a Missouri limited liability company

By: _____
Douglas L. Henzlik, Manager

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2017 before me, a Notary Public in and for said state,
Personally appeared Douglas L. Henzlik, the Manager of HB Summit, LLC, a Missouri limited liability
company, personally known by me to be the person who executed the within instrument on behalf of said
company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year written above.

Notary Public

My commission Expires:

Printed Name: _____

CITY:

THE CITY OF LEE'S SUMMIT, MISSOURI

By: _____

Name: _____

Title: City Manager

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____, 2017 before me, a Notary Public in and for said state, personally appeared _____, the _____ of the City of Lee's Summit, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal the day and year last above written.

[SEAL]

Notary Public in and for said County
and State

My Commission Expires:

Printed Name: _____

Transferee Approval Section
Ritter Plaza TIF Contract

such lease, and shall cause any third party to insert, the following language and shall have such Developer lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes: Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district ("TIF District") created by Lee's Summit, Missouri (the "City") and that certain taxes generated by Tenant's economic activities, including sales taxes, will be applied toward the costs of infrastructure improvements for the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District and/or the City shall require, all in the format prescribed by them. Tenant further agrees and acknowledges that City is an intended third party beneficiary of this provision, and City shall have the right, but not the obligation, to directly enforce against Tenant the covenants and agreements set forth herein.

Developer shall enforce said provision to the maximum extent permitted by law; provided, however, that Developer shall not be required to terminate any lease to enforce said provision. Within fifteen (15) days subsequent to its execution, Developer shall provide a certification to City, signed by Developer and each such tenant, confirming that the lease includes the provisions satisfying Developer's obligation as set forth in this Section 28. Failure of Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area.

29. Sale or Disposition of Project Property.

A. City Approval of Purchasing Entity. Other than to an entity which is an Affiliate of Developer or of which Developer is the sole member, general partner or majority shareholder, no sale, transfer or other conveyance of any property in the Redevelopment Area may be made except with the prior written approval of City, which approval will not be unreasonably withheld. City's right of approval of any transferee shall be in force until the recording of the Termination Ordinance. Without limiting the

generality of the foregoing, City may require that any transferee demonstrate to City's reasonable satisfaction, that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the subject land use and the Redevelopment Plan as a whole. In addition, as a condition precedent to the transfer of any property interest within the boundaries of the Redevelopment Area to any transferee, Developer shall require the transferee to enter, and shall deliver to City, an agreement between City and such transferee in a form as specified by City, or upon other terms requested by such transferee and acceptable to City, obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Contract relating to the transferred property. Upon execution of such agreement between City and transferee, Developer shall be released from its obligations in this Contract relating to said transferred property. City shall exercise its right to approve or deny any proposed sale or transfer within sixty (60) days from the date of receipt of written notice from Developer. In the event City fails to act within said sixty (60) days, the proposed sale or other transfer shall be deemed approved.

B. Continuation of Payments in Lieu of Taxes. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of Developer or any third party in the Redevelopment Area, Payments in Lieu of Taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor

thereof were originally a party to and bound by this Contract.

C. Obligation to Ameliorate Existing Conditions. Developer's obligations pursuant to Section 5 hereof, unless earlier satisfied and certified pursuant to Section 12 hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable against purchasers or other transferees as if such purchaser or transferee were originally a party to and bound by this Contract.

D. Incorporation. The restrictions set forth above in Section 29(A) and Section 29(B) hereof, as well as those set forth in Section 9(B), Section 17(B) and Section 18 hereof, shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within the Redevelopment Area and shall provide that said obligations or restrictions shall constitute a benefit held by both Developer and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area.

E. Notification to City of Transfer. Developer shall notify City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Area or any interest therein requiring the prior approval of the City as set forth in Section 29(A). Such notice shall be provided not less than sixty (60) days prior to the proposed effective date of the sale or other transfer in a manner as described in Section 38 hereof and shall include a copy of the instrument effecting such sale or other disposition to

enable City to confirm that the requirements set forth above in this Section 29 hereof have been fulfilled. As to any proposed sale or other transfer of any or all of the real property in the Redevelopment Area or any interest therein that does not require the prior approval of the City as set forth in Section 29(A), Developer shall notify City in writing of any such proposed sale or other transfer not less than twenty one (21) days prior to the proposed effective date of the sale or other transfer in a manner as described in Section 38 hereof, and upon request, Developer shall provide to City such documentation as City shall reasonably request (including without limitation copies of organizational documents of any proposed transferee) to confirm that no prior approval of such proposed sale or other transfer is required under this Contract.

30. Deposit for Future Traffic Calming Devices or Closure of Swann Road

A. In connection with the approval of the Redevelopment Plan, the City has considered the possibility of closing Swann Road or adding additional traffic calming devices immediately west of the Redevelopment Area. At present, the City has determined that it does not desire to close Swann Road or add additional traffic calming devices on Swann Road or adjacent streets other than what was approved on the Preliminary Development Plan or stated otherwise in this Contract, but the City desires to assure that funding is available for the purpose of constructing such infrastructure as City shall reasonably determine to be necessary to close Swann Road or add additional traffic calming devices on Swann Road or adjacent streets (the "Road Infrastructure") in the future if determined necessary by City. Within ten (10) days of the Effective Date, Developer shall deposit with City funds or a letter of credit in such form as mutually approved by the City and Developer in the sum of \$33,850.00 ("Road Infrastructure

Packet Information

File #: BILL NO. 17-69, **Version:** 1

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

Background and Key Issues

The Ritter Plaza Tax Increment Financing District is a "pay as you go" TIF. The City and Ritter Plaza, LLC entered into a Tax Increment Financing Contract that is dated November 12, 2008. The Contract was amended in 2015 to generally deal with market conditions, the timing of improvements and the completion of the project. There is one vacant lot left to be developed. This Ordinance will approve a second amendment to the Tax Increment Financing Contract between the City of Lee's Summit and Ritter Plaza, LLC, to allow for two additional incidental uses on one lot in the TIF area within a free standing retail pet store.

The TIF Contract contains a list of uses on Exhibit G which are not allowed within the TIF project area. A copy of Exhibit G is attached. Section 11 of the Contract includes this list by reference. Because a lot is being considered for construction of a national retail pet store, the Developer has asked that the uses of veterinary hospital and pet grooming be allowed provided no more than 30% of the building premises square footage is used for the veterinary hospital and no more than 30% of the building premises square footage is used for the pet grooming. The requested Amendment also would limit the uses only on the vacant lot on which the specific store is to be built. In the past, Council has "waived" or "removed" the prohibition on a use by a motion reflected on the minutes of the meeting at which it passed. The Law Department is requesting that any removal of a prohibition be reflected by amendment of the contract sections imposing the prohibition. The Developer and prospective purchaser of the property involved are supportive of these two amendments as presented in the attached Second Amendment to the TIF Contract.

Proposed Council Motion:

I move for second reading of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND RITTER PLAZA, LLC FOR THE RITTER PLAZA TAX INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY.

I move for adoption of AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND RITTER PLAZA, LLC FOR THE RITTER PLAZA TAX INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY.

Staff Recommendation: Staff recommends approval of an ORDINANCE APPROVING THE SECOND AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND RITTER PLAZA, LLC FOR THE RITTER PLAZA TAX INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY.

Presenter: Brian Head, City Attorney and City Staff

Committee Recommendation: On motion by Councilmember Forte, second by Vice Chair Seif, this ordinance was recommended for approval by full City Council. The vote was unanimous.

BILL NO. 17-69

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND RITTER PLAZA, LLC FOR THE RITTER PLAZA TAX INCREMENT FINANCING PLAN AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY.

WHEREAS, the City and Ritter Plaza, LLC (the "Developer") are parties to that certain Tax Increment Financing Contract for the Ritter Plaza Tax Increment Financing Plan dated November 12, 2008, as amended by passage of Ordinance No. 7589 dated March 5, 2015 (the "Contract"); and,

WHEREAS, the Developer has advised the City that it is desirous of transferring property for development into a free standing retail store with its main product line of its business selling household pets and pet-related products, and is requesting that two uses that are prohibited within the TIF area (pet grooming and veterinary hospital) be permitted as incidental uses to such a store; and,

WHEREAS, the City and Developer now desire to enter into the attached Second Amendment to the Contract.

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

SECTION 1. That the Second Amendment to Tax Increment Financing contract between the City of Lee's Summit, Missouri and Ritter plaza, LLC ("Second Amendment"), appended hereto and made a part hereof, is approved and the Mayor is authorized to execute the Second Amendment on behalf of the City.

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO. 17-69

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning
Nancy K. Yendes

SECOND AMENDMENT TO TAX INCREMENT FINANCING CONTRACT

This Second Amendment to Tax Increment Financing Contract (“Amendment”) is dated as of the ____ day of _____, 2017 and is made by and among **RITTER PLAZA, LLC**, a Missouri limited liability company (“Developer”) and the **CITY OF LEES SUMMIT, MISSOURI**, a municipal corporation (“City”)

RECITALS

A. On November 17, 2007, the City Council of Lee’s Summit, Missouri (the “City Council”) adopted Ordinance No. 6537 approving the Ritter Plaza Tax Increment Financing Plan (‘the Plan”).

B. Developer and City are parties to the Plan.

C. On November 12, 2008, the City and Developer entered into a Tax Increment Finance Contract that set forth the respective obligations and duties of the City and Developer with respect to the implementation of the Plan, as thereafter amended (“the Contract”), which was subsequently amended by passage of Ordinance No. 7589.

D. Developer is selling a portion of the Redevelopment Area (as defined in the Contract) described more fully as **Lot 9B, RITTER PLAZA LOT 9A and LOT 9B, a Subdivision in Lee’s Summit, Jackson County, Missouri** (the “Property”), to HB Summit, LLC, a Missouri limited liability company (“Transferee”).

E. Transferee intends to construct improvements on the Property for lease as a PetSmart retail store.

F. Section 11 and Exhibit G, U. of the Contract prohibit the Property from being used for “Hospital” and the City is willing to enter into this Amendment to permit “veterinary hospitals” on the Property as an incidental service provided in a free standing pet product store, upon the terms and conditions herein.

G. Section 11 and Exhibit G, VV. of the Contract prohibit the Property from being used for “pet grooming” and the City is willing to enter into this Amendment to permit “pet grooming” on the Property as an incidental service provided in a free standing pet product store, upon the terms and conditions herein.

NOW THEREFORE, for and in good consideration of the foregoing and the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among Developer and the City as follows:

1. The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan and the Contract. Except as amended herein, all provisions of the Contract shall remain in full force and effect.

2. Amendment. Exhibit G, line “U” of the Contract is hereby amended to read: “U. Hospital, other than a veterinary hospital on Lot 9B, RITTER PLAZA LOT 9A and LOT 9B, a Subdivision in Lee’s Summit, Jackson County, Missouri, that is an incidental service by a retail free

standing store with its main product line of its business selling household pets and pet-related products and equipment, and not more than thirty percent (30%) of the building premises square footage dedicated to the veterinary hospital.” Exhibit G, line “VV” of the Contract is hereby amended to read: “VV. Pet grooming, except to the extent such services are provided on Lot 9B, RITTER PLAZA LOT 9A and LOT 9B, a Subdivision in Lee’s Summit, Jackson County, Missouri, as an incidental service by a retail free standing store with its main product line of its business selling household pets and pet-related products and equipment, and not more than thirty percent (30%) of the building premises square footage dedicated to the pet-grooming table area.”

3. Miscellaneous. This Agreement shall be governed by the laws of the State of Missouri. This Agreement may be executed in one more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties have set their hands as of the date shown above.

DEVELOPER:

RITTER PLAZA, LLC

By: _____
Name: Kevin Fitzpatrick
Title: Manager

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____, 2017, before me, a Notary Public in and for said state, Personally appeared Kevin Fitzpatrick, the Manager of Ritter Plaza, LLC, personally known by me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.

Notary Public

My commission Expires:

Printed Name: _____

CITY:

THE CITY OF LEE’S SUMMIT, MISSOURI

By: _____
Name: _____
Title: Mayor

STATE OF _____)
) **SS.**
COUNTY OF _____)

On this ____ day of _____, 2017, before me, a Notary Public in and for said state, personally appeared _____, the _____ of the City of Lee’s Summit, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal the day and year last above written.

[SEAL]

Notary Public in and for said County
and State

My Commission Expires:

Printed Name: _____

EXHIBIT G

Permitted Uses

All uses permitted as a principal use, or as an accessory use, whether permitted as of right or as of right with conditions in district CP-1 shall be permitted by right or as of right with the conditions set out in the Unified Development Ordinance. Notwithstanding the foregoing, the following uses shall not be permitted in the Redevelopment Area:

- A. Convalescent, nursing or retirement home
- B. Group home for person with disabilities, hospice or special care
- C. Halfway house
- D. Manufactured home park
- E. Adult business
- F. Adult entertainment business
- G. Adult personal services
- H. Automotive parts sales
- I. Crematories
- J. Railroad lines, yards or station
- K. Automotive repair services – major repairs
- L. Automotive repair shop – minor repair
- M. Automotive sales or lease
- N. Automotive service station
- O. Automotive upholstery shop
- P. Boat dealers
- Q. Boats, recreational vehicles and maintenance equipment storage
- R. Equipment rental-includes all motorized equipment not listed elsewhere
- S. Equipment sales and service (heavy)
- T. Heavy equipment sales and rental
- U. Hospital
- V. LP gas or fuel oil sales
- W. Truck sales and lease
- X. Construction contractor
- Y. Mini-warehouse facility
- Z. Trucking and courier service
- AA. Warehousing and distribution
- BB. Reservoir, water supply or storage facility other than provided by the owner for domestic service to the project
- CC. Quick lube or oil change operations or tire retailers
- DD. Pawn shops
- EE. Check cashing or pay-day loan operations
- FF. Furniture or appliance rental stores
- GG. Second-hand and used merchandise stores
- HH. Thrift stores
- II. Tattoo parlors
- JJ. Drive-in restaurant or food service operations, or restaurants or food service operations utilizing a drive-through window or other similar delivery system; provided, however, that one (1) restaurant or food service operation, with a total square footage for such restaurant or food service operation not to exceed 3,000 square feet (including all food or beverage service, food preparation, storage and all other areas within such premises), utilizing a drive-through window or other similar delivery system, shall be permitted if approved in the Land Use Approvals

- KK. Any residential uses
- LL. Convenience store
- MM. Business or vocational school
- NN. Club house or country club
- OO. Dance club
- PP. Day care
- QQ. Direct mail advertising service
- RR. Dry cleaners
- SS. Health club or fitness center
- TT. Laundromat
- UU. Personal enrichment school or tutoring
- VV. Pet grooming
- WW. Recreation facilities
- XX. Theaters
- YY. Semi-public uses and utilities under district CP-1
- ZZ. Only the two (2) lots in the Redevelopment Area identified at Schedule G-1, attached hereto, may be used by a user whose primary business operation does not result in taxable retail sales for which (i) the retail sales tax is paid at the time such sale is consummated, and (ii) the retail sales tax is paid at the business operation within the Redevelopment Area

Packet Information

File #: BILL NO. 17-70, **Version:** 1

AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES. (F&BC 3-6-17)

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 FY18 budget process, staff has analyzed the current schedule of fees and charges. The airport, cemetery, Fire Department, Planning & Special Projects, and Water Utilities have identified changes as part of their respective operations and processes. The proposed changes would take effect July 1, 2017.

Proposed Council Motion:

I move for second reading 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.

I move for 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 2.0% 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. No increase was implemented last year due to the low Consumer Price Index (CPI). This year's CPI at the time of projections is 2.0%. 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 is 2.0% and this rate is felt to be within the competitive market rates of other surrounding airports. With runway construction taking place throughout the last quarter of FY17 and first quarter of FY18, staff is recommending the 2.0% increase become effective January 1, 2018, due to the impact on customers from runway closures and limited

access during days when winds exceed the crosswind component of the aircraft.

Several airports in the surrounding Kansas City have already increased their rates or are anticipating a rate increase this year. One Airport is increasing their rates 1.7 percent; another Airport is performing an increase over a two year period to match a market rate adjustment after not increasing their rates for over seven years.

These increases will generate an additional \$1,300 in hangar rental revenues based on a 92% occupancy and ½ a year's revenue.

New Rate Structures

Aircraft Tows:

Historically, tows were determined by the size and type of aircraft. We are proposing combining all of these fees into two rates consisting of \$15.00/instance or \$7.50 if the customer purchases fuel. These fees will cover the labor involved with the service and maintenance cost. We are unable to determine the exact amount of revenue it will generate; however, we are estimating approximately 100 revenue tows per year, or minimum revenue of \$750.

Overnight Tie-Down 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. We are unable to determine the exact amount of revenue it will generate; however, we are estimating approximately \$2,000 of revenue will be generated annually. This change will not net any new revenues

FBO Service Fees:

FBO fees for services (tows, fork-lift, GPU) will be charged at the full rate. We anticipate generating \$180 annually.

Power Starts:

Power starts will be charged at a new rate of \$45/use or \$45/hour. This fee will be sufficient to cover the labor and fuel/electricity used. GPU use will be complementary for the first hour when fuel is purchased. We expect this service to increase over previous years due to increased use of the airport by business aircraft. We cannot fully anticipate the revenue generated by this service as it is more qualitative than quantitative. Minimally, we expect to generate \$1000 annually.

Pre-Heats:

Single engine aircraft will be increased from \$35 to \$45 and twin engine aircraft will increase from \$35 to \$55. Pre-Heats have been increased to cover the labor, propane, and maintenance cost associated with the operation. The number of pre-heats is dependent upon the severity of weather conditions. We expect to minimally do 5-10 pre-heats annually and expect to generate \$175.

Ramp Service Fee for Transient Aircraft (after 1hr):

Historically, the ramp service fees charged were based on the number of engines and weight of the aircraft. These categories are being deleted and combined into three categories: Piston, Jet Aircraft, and helicopters. Piston Aircraft and helicopters will be charged \$10; Jet Aircraft will be charge \$58. These fees will be waived with a fuel purchase.

Transient Overnight Hangar Fees:

Due to the purchase of Hangar 1, the majority of these fees are being eliminated as they no longer apply. Customers who request an overnight hangar will either be placed in Hangar 1 or an open T. Overnight storage fees are estimated to be in excess of \$9,000 annually.

Overnight Fee for Storage in Heated Hangar:

This fee 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 include: \$65 for single engine, \$85 for twins and \$175 for jets/turbo props. We estimate these rates will generate in excess of \$9000 annually.

Facility Fee:

Currently, a facility fee is charged at a rate of .07/gal for Jet-A and .05/gal for 100LL with cap of \$5.00 and \$2.00 respectively. We are updating the fee by removing the \$5.00 and \$2.00 cap. We estimate the fee will generate approximately \$6254 of additional revenue.

New Fees

Fork-Lift:

This is a new service that in response to the frequent request from customers requesting to use our fork-lift to load/unload large objects such as aircraft engines, aircraft parts, and other equipment. We will be charging \$45/use or \$45/hr. This fee will cover the labor, propane, and cover maintenance cost. We cannot fully anticipate the revenue generated by this service as it is more qualitative than quantitative. We estimate completing 15-20 operations generating a minimum of \$675 of additional revenue.

Hangar 1 Event rental:

This is a new fee of \$500 per event for FY18. This fee will be used when someone wants to rent an area of the hangar for an event such as wedding or meeting. We only anticipate 1-2 events annually generating a minimum of \$500.

Cemetery

Staff is recommending removing four items related to portable engraving due to wide variance in pricing. Variables such as font type, font size, and the number of characters for each request determines the price from the contractor. We will provide contact information for these vendors at the cemetery office and the patrons can make contact and compare pricing as needed.

Fire Department

On February 11, 2016, Council adopted Ord. 7815, which established the rate of recovery of emergency medical service charges to be assessed to users of emergency medical services within the city. Accordingly, staff has utilized the formula enshrined in the ordinance to calculate the new fees for EMS service. This calculation recommended a 29.2% increase in charges for EMS service to achieve 50% cost recovery. These new charges are still competitive with our neighboring markets.

Planning and Development

Staff receives requests to amend the Unified Development Ordinance which requires additional staff time to provide research and analysis for the initial consideration by the Community and Economic Development Committee (CEDC). If the CEDC moves the issue forward, legal notices must be generated for publication in the newspaper. Staff is requesting two new fees to cover staff costs as well as legal notice fees for two public hearings. These fees are not expected to be charged frequently, and thus do not represent a significant impact.

Water Utilities

Water Utilities has proposed the following changes, which have been presented to the Water Utilities Advisory Board and are consistent with the department strategic plan:

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 30, 2017. The Board recommended the following:

Update of Water Tap Fee Projects to include the following projects;

- Add Emergency Connections to TCWA..... \$200,000
- Add defined upsizing projects
 - Harris Road (Herring to Haines)..... \$69,000
 - Sampson (Extension to Hook)..... \$613,800
 - View High (Chipman - South)..... \$227,800
 - Milton Thompson & Langsford..... \$425,000
- Add System Improvements
 - Lakewood Way (Ridgewood to Bowlin)..... \$400,000
 - Shennendoah/Frontage..... \$215,000
- Utilize 450 residential equivalent units per year for growth projection.
- Increase tap fee by 1.0% for residential equivalent at \$3,343 effective July 1, 2017 for next fiscal year (FY2017-18).

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 30, 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 to maintain a 90 day operating reserve, a minimum debt service coverage ratio of 1.5 and ensure the sustainability of the Utility. The Board unanimously recommended to the City Council that Water and Sewer rates be amended for the adopted rate schedule for January 1, 2019 and January 1, 2020 to increase the water and sewer rates from 2% to 3% and to append the rate schedule with a 3% increase to water and sewer rates effective January 1, 2021 as set forth by the cost of service model.

File #: BILL NO. 17-70, **Version:** 1

Presenter: Jack Feldman

Recommendation: Staff Recommends Approval

Committee Recommendation: On motion by Councilmember Faith, second by Councilmember Forte, this ordinance was approved for recommendation to full City Council. The vote was unanimous.

BILL NO. 17-70

AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES.

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, Ordinance No. 7969, which contained the most recent amendment to the Schedule of Fees and Charges was passed on September 15, 2016; 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. 7969 on September 15, 2016, 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, 2017.

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

SECTION 1. That 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 as of July 1, 2017, 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 1st day of July, 2017, and after its passage, adoption, and approval by the Mayor.

BILL NO. 17-70

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

Exhibit A

FY18 Schedule of Fees and Charges

Current Fees:

July 1, 2017

January 1, 2018

January 1, 2019

January 1, 2020

January 1, 2021

Airport

FBO Offices in Administration Building

Office-Z.04	\$260.00	\$281.00
Office-Z.05	\$291.00	

Modular Units Rental Rates

Office-A: 121 sf	\$215.00
Office-B: 121 sf	\$215.00
Office-C: 154 sf	\$271.00
Office-D: 205 sf	\$358.00
Office-E: 152 sf	\$265.00
Office-F: 49 sf	\$86.00
Office-G: 294 sf	\$508.00

Hangar 1 Office Rental Rates

East Office	\$271.00
West Office	\$261.00

Tows

Single: \$12 per operation	\$12 per operation
Single with purchase of fuel at time of tow	\$9.00 with purchase of 12-gallons of fuel or more
Twin Piston Engine	\$15 per operation
Twin Piston with purchase of fuel at time of tow	\$11.00 with purchase of 25-gallons of fuel or more
Any aircraft over 10,000 pounds	\$20 per operation
Any aircraft over 10,000 pounds with fuel purchase	\$17 with purchase of 60-gallons of fuel or more

Tow	\$15.00 per instance
Tow with Fuel	\$7.50 per instance
Fork Lift	\$45.00 per use - 1 hour maximum

Fuel Card Replacement	\$11.00
Hangar Key replacement	\$20.00/ each

Hangar Rental Fees (rounded to the nearest dollar)

F-Building, Electric doors - 53.5' x 48' "T"	\$612 per month	\$624.00
(F) End Units Stores Rooms - 340' Extra Space	\$155 per month	\$158.00
G-Building, Electric Doors - 41.5' x 33' "T"	\$378 per month	\$386.00
(G) End Unit Store Rooms - 375' Extra Space	\$138 per month	\$162.00
H-Building, Electric Doors - 41.5' x 33' "T"	\$378 per month	\$386.00
(H) End Units Store Room - 375' Extra Space	\$159 per month	\$162.00
P-Building electric doors - 60' x 60' "T"	\$1,795 per month	\$1,831.00
Extra Jumbo Electric doors - 52' x 50' "T"	\$559 per month	\$570.00
(A) End Units, 320' Extra space	\$627.00 per month	\$640.00
J-Building-Aircraft Maintenance Facility	\$2,550.00 per month	\$2,601.00
Jumbo Electric Doors - 50' x 40' "T"	\$423 per month	\$431.00
(A) End Units, 250' Extra Space	\$509 per month	\$519.00
Middle, Electric doors - 41' x 34'	\$384 per month	\$392.00
(A) End Units, 160' Extra space	\$426 per month	\$435.00
North, Electric Doors - 41' x 32' "T"	\$337 per month	\$344.00
(A) End Units, 320' Extra space	\$425 per month	\$434.00
North, Electric Doors - 42' x 33' "T"	\$362 per month	\$369.00
(A) End Units, 160' Extra space	\$398 per month	\$406.00
(B) End Units, 320' Extra space	\$459 per month	\$918.00
Kingsize, Electric Doors - 40' x 29' "T"	\$318 per month	\$324.00
(A) End Units, 160' Extra space	\$354 per month	\$361.00
End Units, 320' Extra space	\$398 per month	\$406.00
Large, Sliding doors - 40' x 32' "T"	\$272 per month	\$277.00
Small, Sliding doors - 38' x 27' "T"	\$218 per month	\$222.00
Open "T"	\$110 per month	\$112.00

Hangar 1 Rental Monthly Rental Rates

Single Engine Piston Aircraft	\$500
All other aircraft (Fee based on area occupied by aircraft)	\$500-\$2,000

Monthly Electrical Fees

Air Compressor	\$9.00/ month
Fan	\$3.00/ month
Heater Portable	\$55.00/ month
Refrigerator	\$16.00/ month

Overnight Tie-Down Fees

Single Piston Engine (single- and multi-engine)	\$15.00 per night*first night waived with fuel purchase	\$15.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more
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~~*first night fee waived if 10 gallons fuel is purchased~~

Single Piston Engine over 2,000 pounds (under 3,500)	\$15.00 per night*first night waived with fuel purchase
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~~*first night fee waived if 12-gallons fuel is purchased~~

Jet/Turbo Prop	\$15.00 per night*first night waived with fuel purchase	\$60.00 per night; 1st night waived with 80 gallon purchase; 2nd night waived with purchase of 100 gal or more
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— *first night fee waived if 25 gallons fuel is purchased		
— Turbine Engine	\$60.00 per night*first night waived with 80-gallon purchase	
— *first night fee waived if 35 gallons fuel is purchased		
— Jet Aircraft	\$60.00 per night*first night waived with 80-gallon purchase	
— *first night fee waived if 55 gallons fuel is purchased		
Helicopter	\$15.00 per night*first night waived with fuel purchase	\$15.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more
— *first night fee waived if 15 gallons fuel is purchased		
— Turbine Helicopter	\$15.00 per night*first night waived with fuel purchase	
— *first night fee waived if 35 gallons fuel is purchased		
F.B.O.s	50% of full price	
Lavatory Service	\$45.00, if no fuel purchase	
Power Starts		
GPU/Hour Rate		\$45.00/hour
PGPU fee waived if fuel is purchased		
— Fox Cart	\$45.00 with no fuel purchase	
— Lektro	\$30.00	
Preheats		
Single Piston Engine	\$30.00	\$45.00
Twin Piston Engine	\$35.00	\$55.00
De-Ice in Hangar		\$65.00
Ramp Service Fees for Transient Aircraft		
After 60-minutes		
Piston Engine(s)		\$10.00 if no fuel purchase
Jet/Turbo-Prop Aircraft		\$58.00 or 80 gallon fuel purchase
Helicopter		\$10.00 if no fuel purchase
— Single Piston Engine under 2,000 pounds	\$10.00 if no fuel purchase	
— Single Piston Engine over 2,000 pounds (under 3,500)	\$10.00 if no fuel purchase	
— Single Piston Engine over 3,500 pounds	\$10.00 if no fuel purchase	
— Twin Piston Engine	\$10.00 if no fuel purchase	
— Turbine Engine	\$58.00 or 80-gallon fuel purchase	
— Jet Aircraft	\$58.00 or 80-gallon fuel purchase	
— Recip Helicopter	\$10.00 if no fuel purchase	
— Turbine Helicopter	\$10.00 if no fuel purchase	
Minimum Fuel Service Fee	\$500.00	
Hangar 1 Minimum Fuel Service Fee		
Piston Aircraft 250 gal/year	\$500.00	
Jet-A Turbo Prop and Helicopters 900 gal/year	\$1,200.00	
Jet Aircraft 1800 gal/year	\$2,400.00	
Ramp Tie-down	\$59 per month	
Rent-A-Car comission Fee	\$3.00/ car	Enterprise only
Self-Servicing Fuel system	\$0.18/ gallon discount	
Trash Service	\$15.00	
Transient Overnight Hanger Fees		
Open-T	\$25 per night	
Single Engine Piston	\$45.00 per night	
Multi-Engine Piston	\$60 per night	
Jet/Turbo Prop Aircraft	\$175 per night	
Overnight Fee for Storage in Heated Hangar		
Single Engine Piston	\$65.00	
Multi-Engine Piston	\$80.00	
De-Ice in Hangar	\$65.00	
Jet/Turbo Prop Aircraft	\$150.00	
Single Engine Piston		\$75.00
Multi-Engine Piston		\$100.00
Jet/Turbo Prop Aircraft		\$175.00
Fuel Prices		
100 Low Lead		
Jet A		
Unleaded	Fuel prices are determined by market rates	
Facility Fee		
Jet Aircraft	.07 per gallon	
Piston Aircraft	.05 per gallon	
Hangar 1 Event Rental		\$500/use

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
Dog & Cat License	
Spayed or Neutered	\$10.00
Unaltered - 1st year of life	\$10.00
Unaltered - 2nd or subsequent year of life	\$45.00

Lifetime license - Spayed or neutered dogs & cats only	\$50.00
*Penalty after May 1st	\$1.00
**Replacement tag	\$1.00
Impoundment - Dog & Cat	\$20.00
Daily Boarding Fee	\$10.00 / day
Impoundment of any animal - other than a dog or cat:	
Large animals	\$25.00
Small animals	\$10.00
Daily Feeding fee	
Large animals	\$8.00/ day
Small animals	\$5.00/ day
Micro-chipping	\$15.00
Adoption Fees:	
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
Monument foundations, footings adult (minimum \$115.20)	\$0.40/ square inch
Monument foundations, footings infant (smaller than 2')	\$50.00
Portable Engraving (Full Panel)	\$185.00
Portable Engraving (V-cut death dates)	\$95.00
Portable Engravings-Family Name on Back	\$210.00
Portable engravings- Raised square letters	\$12.00 each
Purchase of unused grave (by City)	\$76.00

Codes Administration	
Commercial Activities	
Addition to Commercial	0.3498% of project construction valuation
Alteration to Commercial	0.3299% of project construction valuation
Addition/Alteration to Multi-family	0.3691% of project construction valuation
Change of Tenant	0.4085% of project construction valuation
New Commercial	0.361% of project construction valuation
New Multi-Family	0.4932% of project construction valuation
New Commercial Shell Building	0.3499% of project construction valuation
New Tenant Finish	0.4396% of project construction valuation
Partial Commercial	0.3196% of project construction valuation
Miscellaneous Activities and Other Fees	
Addition/Alteration to other	0.1364% of project construction valuation
Move	0.4615% of project construction valuation
New other	0.4508% of project construction valuation
Repair/replace/upgrade	0.6841% of project construction valuation
Demolition permit	\$30.00
Minimum permit fee	\$30.00
Board of Appeals	\$150.00
3rd and subsequent inspections	\$ 30.00 / hour
After hours inspections	\$ 45.03 / hour
Sidewalk Deposits	\$ 10.00 / 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

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

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

Fire Department		
Advanced Life Support 1	\$623 resident / \$830 non-resident	\$805 resident / \$1,072 non-resident
Advanced Life Support 2	\$714 resident / \$930 non-resident	\$922 resident / \$1,202 non-resident
Basic Life Support (non-life threat)	\$540 resident / \$764 non-resident	\$698 resident / \$987 non-resident
Inner City Hospital to Hospital Transfer	\$301.00	\$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
Business Licenses	\$50.00 Flat fee
Penalty on Business License	25%/ month delinquent
Contractor License	\$25.00
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

Planning and Development

Sign Application for Planning Commission action	\$200
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
Miscellaneous 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
Banners on streetlight poles	\$50 application fee

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

Request to CEDC	\$100
Public Hearing Legal Notice to Paper	\$330

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

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

Records Fees

Initial Report Copy	\$5.00
Microfilmed Copies	\$10.00
Certified Reports	\$20.00
Security Registration	\$50.00

Solicitor Permit

Up to 180 days	\$50.00
Between 181 - 365 days	\$100.00
Special Detail Services	\$43.00
Audio cassette, CD, DVD, VHS	\$40.00

Public Works

Temporary Traffic Control Permit	No charge. Permit is required for temporary traffic control.
After hours inspections	\$47.22/ hour
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
Engineering Plan Review and Inspection Fee	3% of project construction valuation*
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
Right-of-Way Permit	\$75 per unit
Water Test Fee	\$100.00 per sample

*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).

Water Utility

After Hours Reactivation Charge	\$25.00	\$35.00				
Annual Cooling Tower / Irrigation Sub-Meter charge per meter	\$50.00					
Builders Water Deposit	\$50.00					
Bulk Water Sales / per 1,000 gal	\$4.93	\$5.19	\$5.41	\$5.58	\$5.75	\$5.94

Discharge Sewer Rates (regardless of source) / per 1,000 gal	\$5.02	\$5.17	\$5.42	\$5.59	\$5.76	\$5.94
Hydrant Meters						
3/4" meter		\$200 deposit, \$2.50 per day + commercial water rate				
2" meter		\$500 deposit, \$3.00 per day + commercial water rate				
Infrastructure Repair		manpower hours + 30% for benefits, cost of materials or purchase price and cost for vehicles or equipment used in the repair				
Monthly Sewer Base Charge per Meter size (inches)						
5/8	\$13.09	\$13.55	\$14.15	\$14.58	\$15.02	\$15.48
3/4	\$13.09	\$13.55	\$15.84	\$16.32	\$16.81	\$17.32
1	\$19.64	\$20.32	\$21.22	\$21.86	\$22.52	\$23.20
1 1/2	\$20.18	\$20.88	\$28.29	\$29.14	\$30.02	\$30.93
2	\$21.27	\$22.01	\$42.44	\$43.72	\$45.04	\$46.40
3	\$22.90	\$23.70	\$49.51	\$51.00	\$52.53	\$54.11
4	\$29.45	\$30.47	\$56.58	\$58.28	\$60.03	\$61.84
6	\$39.27	\$40.63	\$70.72	\$72.85	\$75.04	\$77.30
8	\$49.08	\$50.78	\$84.87	\$87.42	\$90.05	\$92.76
10	\$59.99	\$62.08	\$99.01	\$101.99	\$105.05	\$108.21
Monthly Water Base Charge per Meter size (inches)						
5/8	\$9.09	\$9.53	\$9.95	\$10.25	\$10.56	\$10.88
3/4	\$9.09	\$9.53	\$11.14	\$11.48	\$11.83	\$12.19
1	\$10.19	\$10.68	\$14.92	\$15.37	\$15.84	\$16.32
1 1/2	\$10.96	\$11.49	\$24.86	\$25.61	\$26.38	\$27.18
2	\$13.75	\$14.41	\$39.77	\$40.97	\$42.20	\$43.47
3	\$18.69	\$19.59	\$59.66	\$61.45	\$63.30	\$65.20
4	\$40.78	\$42.72	\$79.54	\$81.93	\$84.39	\$86.93
6	\$62.87	\$65.85	\$99.43	\$102.42	\$105.50	\$108.67
8	\$93.45	\$97.92	\$149.14	\$153.62	\$158.23	\$162.98
10	\$227.23	\$238.10	\$298.28	\$307.23	\$316.45	\$325.95
Penalty Rate (water & sewer) outstanding balances	5%					
Plumbers Bond Deposit	\$375.00					
Reactivate Water Charge	\$15.00		\$25.00			
Returned Payment	\$25.00					
Service Activation Charge	\$10.00					
Service Rates (receiving Water through permanent meters)						
Commercial Rates / per 1,000 gal	\$4.58	\$4.82	\$5.02	\$5.18	\$5.34	\$5.51
Residential Rates / per 1,000 gal						
for the first 7,000 gal	\$3.90	\$4.09	\$4.26	\$4.39	\$4.53	\$4.67
7,000-15,000 gal	\$4.58	\$4.82	\$5.02	\$5.18	\$5.34	\$5.51
over 15,000 gal	\$5.73	\$6.02	\$6.27	\$6.46	\$6.67	\$6.86
Sewer Connection Fee / per drain opening	\$30.00					
Sewer Improvement Fee (Maybrook) / per drain opening	\$42.61					
Sewer Improvement Fee (Middle Big Creek) / per drain opening	\$33.48					
WATER - SYSTEM DEVELOPMENT CHARGES						
Water Tap Fees (Based on Meter Size) and Meter Set-up						
5/8" x 3/4"						
Tap Charge	\$3,310.00	\$3,343.00				
Meter Set-up	\$405.36	\$431.83				
3/4"						
Tap Charge	\$5,517.00	\$5,572.00				
Meter Set-up	\$418.25	\$475.93				
1"						
Tap Charge	\$8,827.00	\$8,915.00				
Meter set-up	\$565.41	\$657.68				
1 1/2"						
Displacement						
Tap Charge	\$11,033.00	\$11,143.00				
Meter set-up	\$2,616.29	\$2,781.53				
2"						
Displacement						
Tap Charge	\$22,067.00	\$22,287.00				
Meter set-up	\$2,604.75	\$2,715.81				
Compound						
Tap Charge	\$35,307.00	\$35,659.00				
Meter Set-up	Quote					
3"						
Class I & II Turbine (With Water Utilities Director Approval)						
Tap Charge	\$77,233.00	\$78,003.00				
Meter set-up	Quote					
Compound						
Tap Charge	\$70,613.00	\$71,317.00				
Meter Set-up	Quote					
4"						
Class I Turbine (With Water Utilities Director Approval)						
Tap Charge	\$132,400.00	\$133,720.00				
Meter Set-up	Quote					
Class II Turbine (With Water Utilities Director Approval)						
Tap Charge	\$139,020.00	\$140,406.00				
Meter Set-up	Quote					
Compound						
Tap Charge	\$110,333.00	\$111,433.00				
Meter Set-up	Quote					
6"						
Class I Turbine (With Water Utilities Director Approval)						

Tap Charge	\$275,833.00	\$278,583.00
Meter Set-up	Quote	
Class II Turbine (With Water Utilities Director Approval)		
Tap Charge	\$308,933.00	\$312,013.00
Meter Set-up	Quote	
Compound		
Tap Charge	\$220,667.00	\$222,867.00
Meter Set-up	Quote	
8"		
Class I Turbine (With Water Utilities Director Approval)		
Tap Charge	\$397,200.00	\$401,160.00
Meter Set-up	Quote	
Class II Turbine (With Water Utilities Director Approval)		
Tap Charge	\$529,600.00	\$534,880.00
Meter Set-up	Quote	
Compound		
Tap Charge	\$353,067.00	\$356,587.00
Meter Set-up	Quote	
10"		
Class I Turbine (With Water Utilities Director Approval)		
Tap Charge	\$639,933.00	\$646,313.00
Meter Set-up	Quote	
Class II Turbine (With Water Utilities Director Approval)		
Tap Charge	\$838,533.00	\$846,893.00
Meter Set-up	Quote	
Compound		
Tap Charge	\$507,533.00	\$512,593.00
Meter Set-up	Quote	

Packet Information

File #: BILL NO. 17-71, **Version:** 1

AN ORDINANCE APPROVING AN AGREEMENT FOR THE LEASE OF CITY CONDUIT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 3-6-17)

Issue/Request:

[Enter text here]

Key Issues:

The Lee's Summit R-7 School District maintains a fiber network across the City. The development of the area between Ward Rd. and the Union Pacific Railroad has required the District to seek alternative routes to maintain connections that existed in the area, and to connect to new locations within the City which are served by the District. The District and the City also currently have a lease where the City is able to use strands of District fiber to connect city locations. The lease of the open conduit will also generate revenue of \$958.65 annually, or, offset costs the city has with its ongoing lease of district fiber.

City staff and District staff have been working together to negotiate the final terms and conditions of the Agreement for Lease of City Conduit. A substantially completed document is attached to this packet and Ordinance, and is awaiting final comment from the Lee's Summit R-7 School District with respect to insurance requirements. The final negotiated document containing final insurance provisions will be ready and available for the full City Council's consideration of this matter.

Proposed City Council Motion:

I move for second reading of AN ORDINANCE APPROVING AN AGREEMENT FOR THE LEASE OF CITY CONDUIT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

I move for adoption of AN ORDINANCE APPROVING AN AGREEMENT FOR THE LEASE OF CITY CONDUIT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

The construction of the Tudor Rd. extension from Main St. to Ward Rd included a bridge over the Union Pacific Railroad. working with Public works staff, several conduit were included in the construction. These conduit were to be used for current and future city use. These uses include traffic signaling, electricity, and future city network infrastructure. this construction along with the overall development of the area between the railroad and Ward Rd. caused the Distinct to abandon an existing fiber cable that it used for its network.

Because one of the newly installed conduits was not going to be utilized for City use right away, it was seen as mutually beneficial to enter into an agreement where the District could establish a new fiber connection in the same area where they had previously had one, the City would see a small amount of revenue, or the possibility of cost avoidance as an in-kind addition should the use of the conduit be rolled into into a upcoming renewal of the existing agreement between the two organizations for the lease of District fiber for City use.

Impact/Analysis:

This agreement with either be a revenue generator, or a mechanism for cost avoidance with current agreements.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Steve Marsh

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AN AGREEMENT FOR THE LEASE OF CITY CONDUIT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Committee Recommendation: On motion by Vice Chair Seif, second by Councilmember Forte, this ordinance was recommended for approval by the full City Council. The vote was unanimous.

BILL NO. 17-71

AN ORDINANCE APPROVING AN AGREEMENT FOR THE LEASE OF CITY CONDUIT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

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

WHEREAS, the Lee's Summit R-7 School District (hereinafter "District") is a public school entity organized and existing under the laws of the State of Missouri; and,

WHEREAS, the District maintains a fiber optic network across the City to serve its' many facilities; and,

WHEREAS, due to development of the area between Ward Road and the Union Pacific Railroad, it has become necessary for the District to find alternative routes to maintain connections and to enhance new connections; and,

WHEREAS, City and District are currently parties to a Lease Agreement wherein the City utilizes strands of District's fiber for connection to various City locations; and,

WHEREAS, District has requested permission to utilize certain City owned conduit in order to install and maintain additional fiber in order to address the loss of fiber locations discussed herein; and,

WHEREAS, City desires to provide District the opportunity to lease certain City owned conduit as requested by District, which will help offset the costs of City's lease of District fiber described herein; and,

WHEREAS, City and District have negotiated the terms and conditions associated with the leasing of said conduit and have memorialized the same in the attached "Exhibit A" entitled Agreement for Lease of City Conduit.

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

SECTION 1. That the Agreement for the Lease of City Conduit by and between the City of Lee's Summit, Missouri and the Lee's Summit R-7 School District, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference, be and is hereby approved.

SECTION 2. That the Mayor is hereby authorized to execute said Exhibit A, as well as any other necessary documents to effectuate the intent of this Ordinance, by and on behalf of the City.

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

BILL NO. 17-71

SECTION 4. 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.

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

AGREEMENT FOR THE LEASE OF CITY CONDUIT
between
THE CITY OF LEE'S SUMMIT AND LEE'S SUMMIT R7 SCHOOL DISTRICT

This AGREEMENT FOR THE LEASE OF CITY CONDUIT (this "Agreement") is made and entered into by and between the City of Lee's Summit, Missouri, a Missouri Municipal Corporation, (the "City") and Lee's Summit R7 School District, a Missouri political subdivision (the "District"). The City and District may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The District owns, operates and maintains a fiber network in the District's service area to provide network communications between its buildings. The District desires to establish new network connections within the City. In order to accomplish this, the District wishes to lease unused conduit from the City.
- B. The District currently leases certain strands of its fiber throughout its network to the City for use in City network communications.
- C. The City owns certain underground conduit facilities, along with necessary handholes and manholes for access, located within the boundaries of the city of Lee's Summit consisting of as few as one and as many as four separate, but co-located, conduits that are typically used for routing wiring or fiber optic cable ("City Conduit").
- D. The City desires to lease one unused conduit within the Tudor Rd. Bridge over the Union Pacific Railroad as shown in **Exhibit A**, including access rights to the handholes and manholes along the route shown in **Exhibit A** to the District for the use within the District's network.
- E. The City also desires to permit the District to install its fiber network in the leased conduit for its network purposes, and the benefits it will provide the City as a whole, as well as to minimize disruption to the right-of-way installation of a separate conduit would entail.
- F. Political Subdivisions may enter into contracts for mutual benefit under Missouri law as provided for in Section 70.220, RSMo, provided such agreement is approved by a majority of the governing board of each political subdivision as required by Section 70.300, RSMo.

AGREEMENT

In consideration of the mutual covenants, terms, conditions and obligations contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as a part of this Agreement.
2. **Definitions.** As used in this Agreement, the following words and phrases shall have the meaning given in this Section. When not inconsistent with context, words used in the present tense include

the future tense, words in the plural include the singular, and words in the singular include the plural. The word “shall” is mandatory and “may” is permissive. Words not defined in this Section shall be defined as provided for in the City Codified City Code, Chapter 26, Article III titled “Right-of-Way Management” and its Construction Design Manual and if, undefined there, given their common and ordinary meaning.

- A. “Lease Area” means the conduit described in Exhibit A.
- B. “Telecommunications Services” means the electronic or optical transmission of information, data or pulse of any kind to convey information between separate points by prearranged means.
- C. “District Fiber” means the fiber optic cable installed by the District in the Leased Conduit, pursuant to the terms of this Agreement, for the District to meet its network connectivity needs for the delivery of its Telecommunications Services.

3. Lease of Conduit; Access to Public Rights-of-Way.

A. Lease of City Conduit. The City hereby leases, demises and sets off to the District one (1) City Conduit in the segments described in **Exhibit A**, attached hereto and incorporated herein by this reference. The conduit leased will be the northern most conduit in the north barrier wall. Any dispute as to its location shall be determined by the City Engineer.

B. Access to Public Rights-of-Way. Pursuant to this License which City hereby finds to be consistent with similarly situated users, City grants to the District a non-exclusive access to install fiber as approved prior to installation into the Conduit, and to make reasonable and lawful use of the Public Rights-of-Way within the City, to connect any fiber installed in the leased area to its existing fiber optic network within the City. The City reserves the right to grant similar leases, uses, franchises, permits or any other rights with regard to the Public Rights-of-Way or any other City interest to any other person. The rights granted under this lease are also expressly subject to any rights granted previously by the City to any person.

C. Assignment and Subletting. The District shall not assign the lease rights granted by this agreement nor sublease, pledge or mortgage its interest in the Leased Conduit or any part thereof without the express, written consent of the City Council. The District shall do no act that would in any way encumber the City’s title to the Leased Conduit or the Lease Area nor permit them to become subject to a lien of any kind.

4. Term. The term of this Agreement and the term of the lease granted herein (the “**Term**”) shall commence upon the Lee’s Summit City Council’s final approval of this Agreement (the “**Effective Date**”) and shall terminate at 11:59 p.m. on the day before the tenth anniversary of the Effective Date, unless earlier terminated by either Party in accordance with the provisions herein. The District may renew the lease granted herein for an additional ten-year term upon sixty-day's written notice to the City of its intent to renew and acceptance of the additional ten-year term by action of the City Council. Renewal shall be done in writing and signed by both Parties. The extended term shall be governed by the same terms and conditions as the initial ten year term, unless revisions are mutually agreed to by the Parties in writing.

5. Consideration. Immediately upon the execution of this Agreement, the District shall pay to the City the first annual payment calculated at \$0.83 per linear foot annually. Based on the conduit length (1155 ft.) the lease of the Leased Conduit equals \$958.65 annually. Future payments will be due on the anniversary of the Effective Date. Should the City and the District desire to enter into a separate agreement the above lease payments may be waived by City Council in consideration of benefits received in that separate agreement.

6. Permits, Design and Construction, Inspection, Fiber Installation, Maintenance; Relocation; Repairs.

A. Permits, Design and Construction Standards. The District shall comply with all City code and permit requirements for work within City right-of-way during the installation of its fiber, or when performing maintenance. Whether in the leased conduit, or in the adjacent city owned right-of-way, and prior to installing any infrastructure in the public right-of-way, the District shall obtain a permit to work in the public right-of-way that meets the requirements of City for issuance of such permits and payment of any fees imposed upon other similarly situated users by City.

B. Installation. The District shall give notice to the City within one week of its intent to install, and or perform maintenance on the fiber in the leased conduit.

C. Maintenance Repair and Location Service Responsibilities. The City shall be responsible for the operation, maintenance and repair of the City Conduit. The District shall be responsible for the operation, maintenance and repair of its fiber run in the lease conduit. The District shall be responsible for providing data to, and paying, for locates of its fiber once it exits the leased conduit. The City shall be responsible for responding to requests for “locates” of the conduit that it owns.

D. Relocation. In the event the City decides to relocate the segment of the Leased Conduit, The City will be responsible for the cost of moving the conduit, and the District will be responsible for the cost of moving its fiber within the Leased Conduit. The City agrees to provide the District with sixty days notice in writing, unless failure to relocate poses a threat to health, safety or welfare of the public or individuals, as determined by the City, in which case the City shall have the right to move the conduit and fiber without such notice or with a lesser notice, at the Districts expense, and the District shall reimburse the City within sixty days of its receipt of an invoice for the relocation.

E. Repair of Damages. The District agrees to promptly repair all damage caused by District or its contractors to the City Conduit or to any existing fiber optic cable owned by the City or others in common handholes or manholes at District’s sole cost. If such damage poses a threat to the health, safety or welfare of the public or individuals, the City may cause repairs to be made at the Districts expense and the District shall reimburse the City within sixty days of its receipt of an invoice for the repairs.

8. Notice. All notices, shall be in writing and shall be delivered by certified mail return receipt requested or by overnight delivery that is capable of providing proof of delivery. Any such notice shall be deemed effective on the date of mailing. All notices shall be addressed to the Parties as specified below:

If to City: Chief Technology Officer
City of Lee’s Summit
220 SE Green St

Lee's Summit, Missouri 64063
Attention: Stephen Marsh

With a copy to: City Attorney
City Of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attention: Brian Head

If to Lee's Summit R7 School District: Executive Director of, Technology
301 NE Tudor Rd.
Lee's Summit, Missouri 64086
Attention: Dr. Amy Gates

10. Removal/Ownership of Facilities. Upon the termination or non-renewal of this Agreement, and at the City's sole discretion, the District shall either remove all facilities owned by the District within the City conduit at the District's sole cost and expense, or abandon the facilities in place. All facilities abandoned in place, which are not otherwise owned by the City, shall become the property of the City.

11. Termination.

- A. **Material Breach.** If either Party defaults in the performance of any material term of this Agreement and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting Party may terminate this Agreement by providing ten- (10-) days prior written notice of termination to the defaulting Party at the address listed in Paragraph 9 of this Lease.
- B. **Bankruptcy or Insolvency.** Either Party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other Party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency Laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency Laws is filed against that other Party and is not dismissed within sixty (60) days after it was filed; or is merged with another political subdivision or seeks to exist through statutory or other means.

12. Confidential Information.

- A. **A. Obligations.**
 - (1) Records maintained by the City are subject to public disclosure pursuant to Chapter 610, RSMo, Missouri law as our records of District. Missouri law shall control the open or closing of such records and information contained therein. In the event a third party seeks records for a party to this lease, the other party shall be promptly notified in sufficient time to take action if deemed necessary to protect the closure of information or records including, but not limited to, items closed under other law, proprietary information and sensitive design or usage information. The Party

disclosing Confidential Information (the “**Discloser**”) shall segregate any documents including Confidential Information from other documents provided to the Party receiving Confidential Information (the “**Recipient**”) and shall clearly identify such documents with a stamp, watermark or other clear mark identifying the documents as Confidential Information.

- (2) Each Party shall ensure that its employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each Party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other Party. A Party shall undertake to immediately notify the other Party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement.
- (3) Notwithstanding the foregoing, nothing in this Agreement shall restrict either Party with respect to information or data identical or similar to that contained in the Confidential Information of the other Party but which (1) that Party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that Party; (3) is subsequently furnished rightfully to that Party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing Party will exercise reasonable efforts to notify the other Party prior to disclosure.

13. Indemnification.

- A. Indemnification. The District, to the extent permitted by law, shall indemnify, defend and hold harmless the City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the “City Indemnitees”) from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by the District or its representatives in the performance of the District’s obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of the District contained in this Agreement.
- B. No Waiver. Nothing herein is intended, nor shall be construed, as a waiver of sovereign or any other immunity or defense available to the parties of any of their respective officers, employees or agents.

14. Insurance Requirements.

- A. Limits. District agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages: (1) Workers’ Compensation and Employers’ Liability: (a) Any State in Which Services Performed: Statutory (b) Employer’s

Liability: \$100,000 Each Accident \$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee (2) Commercial General Liability: (i) Bodily injury & Property Damage General Aggregate Limit: \$2,000,000 (ii) Products/Completed Operations Aggregate Limit: \$2,000,000 (iii) Personal & Advertising Injury Limit: \$2,000,000 (iv) Each Occurrence Limit: \$2,000,000 The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. The policy shall include Additional Insured-Owners, Lessees or Contractors Endorsement for completed operations, ISCO CG 2037 form or equivalent. This coverage shall remain in place for one (1) year after the project is complete. (3) Commercial Automobile Liability Limits (i) Bodily Injury & Property Damage Combined Single Limits: \$1,000,000 (ii) Uninsured/Underinsured Motorist: \$ 100,000 Policies shall cover owned, non-owned, & hired autos.

- B. Coverage. Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the City or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Missouri. The City reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that District substitute another insurer that is reasonably satisfactory to the City. Property and Liability Insurance Companies shall be licensed to do business in Missouri and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect District, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of District, its agents, employees, and representatives in the performance of the Services covered herein.
- C. Additional Insureds. All insurance policies (except Workers Compensation and Professional Liability) shall include the City and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.
- D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notices, District or its insurance broker shall notify the City of any cancellation, suspension, or non-renewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.
- E. Certificates. Certificates showing that the District is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the City prior to the execution of this Agreement by the City. District, or District's insurance broker, shall notify the City

of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. The District shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

15. Representations and Warranties. Each Party represents and warrants that:

- A. It has full right and authority, including any requisite corporate authority, to perform its respective obligations under this Agreement;
- B. The execution of this Agreement does not violate its charter, by-laws or any law, regulation or agreement by which it is bound or to which it is subject;
- C. No litigation or governmental proceeding is pending or threatened in writing which might have a material adverse effect on this Agreement, the transaction contemplated by this Agreement or the rights of the Parties hereunder.

16. Miscellaneous Provisions.

- A. **Scope of Agreement.** If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the Parties consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.
- B. **Force Majeure.** Neither Party shall be in default by reason of any failure or delay in performance of this Agreement of its terms and conditions, or one or more of its obligations hereunder, and such excused Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay if such failure arises out of causes beyond the control of the non-performing Party including, but not restricted to, acts of God or nature, including an earthquake, flood or tornado; acts of governmental authority, government codes, ordinances, actions, laws, rules, regulations or restrictions; insurrections, war or civil disorder; fires, floods, accidents; epidemics, quarantines; restrictions; strikes or other labor disputes (other than such excused Party's employees); lack of or delay in transportation, freight embargoes, inability to secure raw materials or transportation facilities; acts of omissions of other entities or any and all other causes beyond such Party's reasonable control. Such Party shall notify the other Party in writing of the existence of the event relied on and the cessation or termination of said event of Force Majeure and such Party shall exercise commercially reasonable efforts to minimize the time of any such delay. If an event of Force Majeure continues for more than ninety (90) days, and if the non-affected Party cannot (i) resolve the matter within such time period or (ii) provide the affected Party with an alternative solution to such matter within the same time period, such alternative solution to be substantially similar in effect to the matter affected by the Force Majeure, the affected Party has the right to terminate this Agreement.
- C. **Amendment.** No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties. Neither Party shall assign any of its rights hereunder without the prior written consent of the other Party.

- D. Assignment. This Agreement may not be assigned by the Districts without the prior written consent of the City. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.
- E. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties and shall not confer any rights upon any person or entity not a party to this Agreement.
- F. Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.
- G. Applicable Law; Venue. the District shall comply with all applicable Laws. This Agreement shall be construed in accordance with the Laws of the State of Missouri. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Jackson County, Missouri and each Party consents to jurisdiction and venue before such courts.
- H. J. Limitation on Liability. As stated *infra*, It is specifically understood and agreed that nothing in this Lease shall be construed as an express or implied waiver by the City of its governmental immunity or of the implied acceptance by the City of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Missouri law, statutory and case law, or as the assumption by the City of a debt, contract or liability of Lessee in violation of Article III, VI, Sections 23 and 25 of the Constitution of Missouri.
- I. K. Survival. Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement, including the removal of equipment obligations set forth in Section 8 hereof, shall survive and be enforceable after the expiration or termination of this Agreement.
- J. L. Entire Agreement. This Agreement, including any Exhibits, contains the entire agreement between the Parties and supersedes all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise, or practice between the Parties relating to the Agreement shall be binding upon the Parties.
- K. M. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Facsimile signatures and scanned and emailed signatures shall be treated as originals.

[Signature page follows]

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

Lee's Summit R7 School District By: _____
Title: _____
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 2017, by _____, as _____ of Lee's Summit R7 School District,

Witness my hand and official seal.
My commission expires:

(SEAL) Notary Public

CITY OF LEE'SUMMIT

By: _____
Mayor

ATTEST:

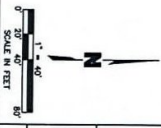
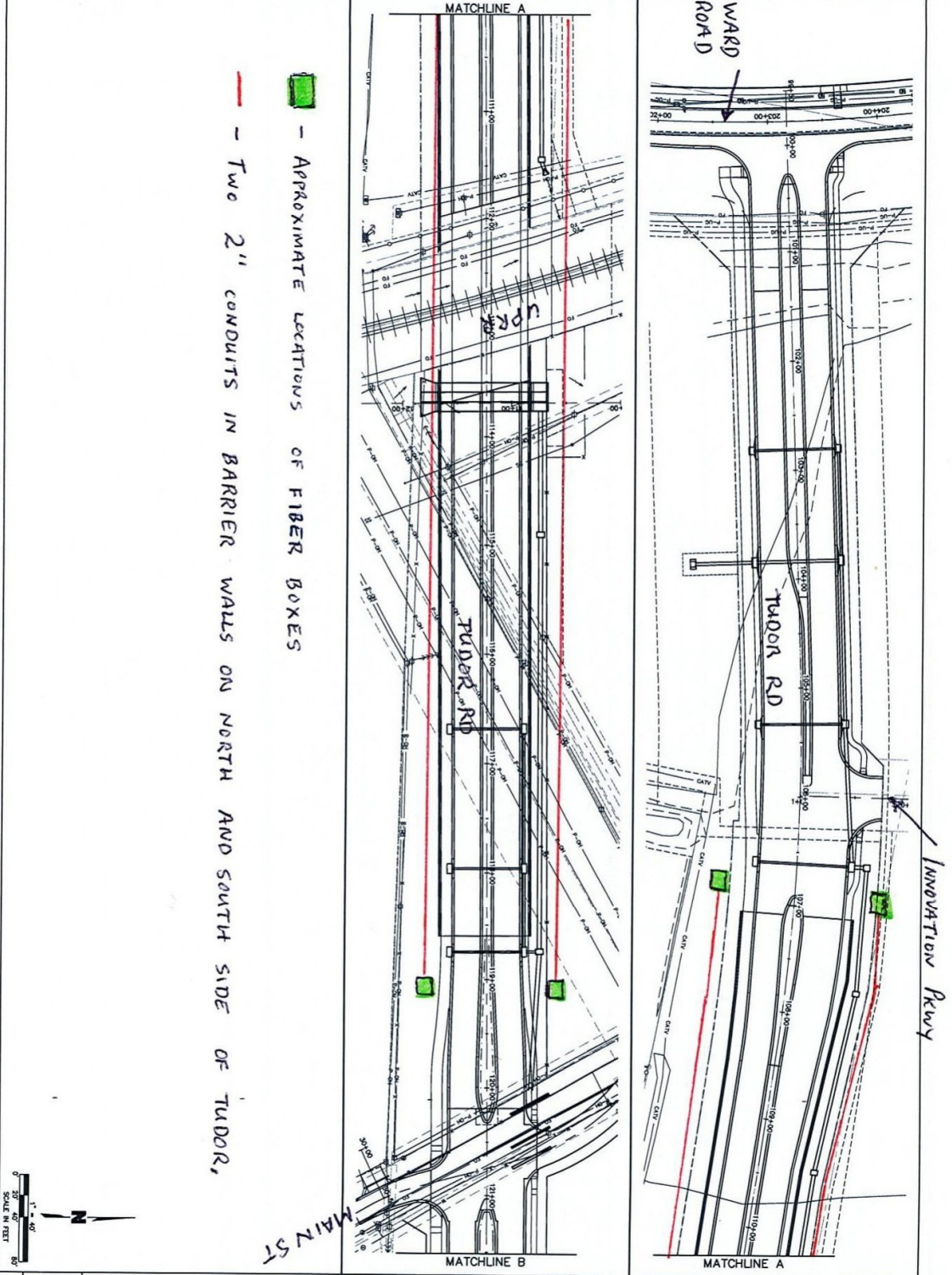
City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A.

DWG: F:\PROJECTS\011-0474_TRFC\Phase 2\Street Lighting\110474_STLT_PLN.dwg USER: cborrell
 DATE: Jan 20, 2017 11:23am XREFS: 110474_TRFC_S_BASEMAP 110474_PAUJN 110474_PBASE-PHASE2 110474_XBOU 110474_XBASE 110474_22X34_TRFC_BORDER 110474_Phase 2 STRLT 110474_PBASE-PHASE2_JAME 11047



STREET LIGHTING LAYOUT		REV. NO.	DATE	REVISIONS DESCRIPTION	BY
TUDOR ROAD IMPROVEMENTS PHASE 2					
LEE'S SUMMIT, MISSOURI		2015			
		REVISIONS			

MOLSSON ASSOCIATES

7201 West 123rd Street, Suite 200
 Overland Park, KS 66213-4750

TEL: 913.381.1170
 FAX: 913.381.1174
 www.molsson.com

Packet Information

File #: BILL NO. 17-72, **Version:** 1

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

Key Issues

The Utility routinely uses an assortment of individual parts in the maintenance and repair of water and sewer systems.

This contract provides a mechanism to purchase those parts at the best possible cost.

Background

The Procurement and Contract Services Division issued Bid Number 2017-068. The Bid was posted on the City's website, as well as the City's e-procurement system, Public Purchase, which notified 48 possible vendors. The bid was e-mailed directly to 4 possible vendors. A total of two (2) firms submitted bids as of the opening date.

Based upon the evaluation of bid responses, it is recommended to award Bid Number 2017-068 to Blue Springs WinWater who provided the overall lowest and best bid that met bid specifications.

The Utility requested pricing on more than 500 individual parts routinely used in the maintenance and repair of water and sewer systems. When comparing the bid prices on 487 items bid on by each vendor, the recommended award to Blue Springs Winwater represents a savings of approximately 8% over the next bidder.

The utility has a current year budget of \$150,000.

500 83 200 051 - 7265	\$130,000
500 83 200 053 - 7267	\$16,500
500 83 200 053 - 7289	\$ 3,500

Proposed Council Motion:

I move for second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-068 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR MISCELLANEOUS PARTS AND APPURTENANCES FOR THE WATER UTILITIES OPERATIONS DIVISION TO BLUE SPRINGS WINWATER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BLUE SPRINGS WINWATER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

I move for adoption of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-068 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR MISCELLANEOUS PARTS AND APPURTENANCES FOR THE WATER UTILITIES OPERATIONS DIVISION TO BLUE SPRINGS WINWATER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BLUE SPRINGS WINWATER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-068 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR MISCELLANEOUS PARTS AND APPURTENANCES FOR THE WATER UTILITIES OPERATIONS DIVISION TO BLUE SPRINGS WINWATER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH BLUE SPRINGS WINWATER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Wes Owen, Assistant Director of Operations, Lee's Summit Water Utilities

Committee Recommendation: On motion by Councilmember Faith, second by Vice Chair Seif, this ordinance was recommended for approval by full City Council. The vote was unanimous.

BILL NO. 17-72

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

WHEREAS, the Water Utilities Operations Division regularly must procure an assortment of individual parts for the installation of new water and sewer service as well as maintenance and repair of existing water and sewer service; and,

WHEREAS, the City of Lee's Summit issued Bid No. 2017-068 in order to seek qualified firms to provide pricing for more than 500 individual parts routinely used by the Water Utilities Operations Division; and,

WHEREAS, the City advertised the Bid on its e-bidding system, Public Purchase, which notified 48 possible vendors, with notifications of the Bid sent to an additional (4) potential bidders directly; and,

WHEREAS, as of the close of the time period for submission and the bid opening date, a total of two (2) bids were received by the City; and,

WHEREAS, based upon the evaluation of bids, the project evaluation committee recommended award of Bid No. 2017-068 to Blue Springs Winwater.

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

SECTION 1. That Bid No. 2017-068 be and hereby is awarded to Blue Springs Winwater.

SECTION 2. That the Agreement by and between the City of Lee's Summit, Missouri and Blue Springs Winwater generally for the purpose of provision of miscellaneous parts and appurtenances for the Water Utilities Operations Division, a true and accurate copy being attached hereto as Exhibit "A" and incorporated herein by reference be and the same is hereby approved, and City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor Randall L. Rhoads

BILL NO. 17-72

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

THIS CONTRACT, made this ____ day of _____ 20__, is herein called Yearly Contract for Water Operations Material as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Blue Springs Winwater, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 20th day of January, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the ____ day of _____ 2017, Bid No. 2017-068, Contract period from _____ to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2017-058; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-068	Dated:	01.20.2017	Pages	01	through	25
Specifications:	2017-068	Dated:	01.20.2017	Pages	05	through	19
General Conditions:				Pages	21	through	25
Special Attachments:							

Procurement Officer of Record

Stephen A. Arbo, City Manager Date

Blue Springs Winwater Works
Company Name

[Signature]
Company Authorized Signature

Sales *2-17-17*
Title Date

Jerry Parks
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

	A	B	F	G	H	I	J
1	CITY OF LEE'S SUMMIT, MO-PURCHASING DIVISION - UNOFFICIAL BID TABULATION						
2	This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.						
3	BID NO.: 2017-068						
4	PROJECT: Water Operations Material						
5	DATE/TIME: January 20, 2017 @ 10:00 am						
6	OPEN BY: ddt (Tom and Brent present)						
7	Material UID	Description	Est	Unit Cost	Total Cost	Blue Springs WinWater Unit Cost	Schulte Supply Total Cost
8	Clmp 04" Bell	Clamp, Bell, joint Size4	2	\$99.98	\$199.96	\$56.75	\$113.50
9	Clmp 06" Bell	Clamp, Bell, joint Size6	2	\$110.11	\$220.22	\$62.48	\$124.96
10	Clmp 08" Bell	Clamp, Bell, joint Size8	2	\$151.36	\$302.72	\$86.43	\$172.86
11	Clmp 12" Bell	Clamp, Bell, joint Size12	1	\$205.71	\$205.71	\$117.55	\$117.55
12	Clmp 04" Bell	Clamp, Bell, joint Size4	2	\$99.98	\$199.96	\$56.75	\$113.50
13	Clmp 04"x12"x01"	Clamp, Repair, FS1-514-125-CC4	5	\$66.97	\$334.85	\$73.09	\$365.45
14	Clmp 04"x12"x02"	Clamp, Repair, FS1-514-125-CC7	5	\$76.40	\$382.00	\$84.43	\$422.15
15	Clmp 04"x12"x3/4"	Clamp, Repair, FS1-514-125-CC3	10	\$66.63	\$666.30	\$73.09	\$730.90
16	Clmp 04"x20"x01"	Clamp, Repair, FS1-514-20-CC4	5	\$101.93	\$509.65	\$114.63	\$573.15
17	Clmp 04"x20"x3/4"	Clamp, Repair, FS1-514-20-CC3	5	\$101.93	\$509.65	\$114.63	\$573.15
18	Clmp 06"x12"x01"	Clamp, Repair, FS1-724-125-CC4	10	\$78.00	\$780.00	\$84.05	\$840.50
19	Clmp 06"x12"x02"	Clamp, Repair, FS1-724-125-CC7	25	\$86.71	\$2,167.75	\$95.39	\$2,384.75
20	Clmp 06"x12"x02" IP	Clamp, Repair, FS1-724-125-IP7	2	\$86.93	\$173.86	\$92.22	\$184.44
21	Clmp 06"x12"x3/4"	Clamp, Repair, FS1-724-125-CC3	5	\$78.00	\$390.00	\$84.05	\$420.25
22	Clmp 06"x20"x01"	Clamp, Repair, FS1-724-20-CC4	5	\$123.43	\$617.15	\$137.60	\$688.00
23	Clmp 08"x12"x01"	Clamp, Repair, FS1-929-125-CC4	5	\$88.06	\$440.30	\$95.52	\$477.60
24	Clmp 08"x12"x02"	Clamp, Repair, FS1-929-125-CC7	25	\$96.90	\$2,422.50	\$106.92	\$2,673.00
25	Clmp 08"x12"x02" IP	Clamp, Repair, FS1-929-125-IP7	2	\$97.39	\$194.78	\$103.69	\$207.38
26	Clmp 08"x12"x3/4"	Clamp, Repair, FS1-929-125-CC3	10	\$87.62	\$876.20	\$95.52	\$955.20
27	Clmp 10"x12"x01"	Clamp, Repair, FS1-1144-125-CC4	2	\$108.37	\$216.74	\$122.26	\$244.52
28	Clmp 10"x12"x02"	Clamp, Repair, FS1-1144-125-CC7	2	\$117.70	\$235.40	\$133.61	\$267.22
29	Clmp 10"x12"x02" IP	Clamp, Repair, FS1-1144-125-IP7	2	\$117.70	\$235.40	\$130.43	\$260.86
30	Clmp 12"x12"x01"	Clamp, Repair, FS1-1350-125-CC4	5	\$127.54	\$637.70	\$138.62	\$693.10
31	Clmp 12"x12"x02"	Clamp, Repair, FS1-1350-125-CC7	10	\$136.82	\$1,368.20	\$149.96	\$1,499.60
32	Clmp 12"x12"x3/4"	Clamp, Repair, FS1-1350-125-CC3	10	\$127.54	\$1,275.40	\$138.62	\$1,386.20
33	Clmp 01"x03"	FLSC-132-3R	2	\$10.29	\$20.58	\$17.36	\$34.72
34	Clmp 01"x06"	FLSC-132-6R	2	\$17.96	\$35.92	\$31.02	\$62.04
35	Clmp 02"x03"	FLSC-238-3R	2	\$14.28	\$28.56	\$19.89	\$39.78
36	Clmp 02"x06"	Clamp, Repair, FS1-263-6	5	\$26.26	\$131.30	\$29.59	\$147.95
37	Clmp 02"x08"x01"	Clamp, Repair, FS1-263-75-CC4	2	\$51.05	\$102.10	\$47.79	\$95.58
38	Clmp 02"x08"x3/4"	Clamp, Repair, FS1-263-75-CC3	2	\$51.05	\$102.10	\$47.79	\$95.58
39	Clmp 02"x08"	Clamp, Repair, FS1-263-75	5	\$26.26	\$131.30	\$28.36	\$141.80
40	Clmp 02"x12"	Clamp, Repair, FS1-263-125	5	\$43.50	\$217.50	\$40.47	\$202.35

	A	B	F	G	H	I	J
41	Clmp 02"x15"	Clamp, Repair, FS1-263-15	5	\$48.75	\$243.75	\$53.15	\$265.75
42	Clmp 03"x06"x3/4"	FS1-400-6-CC3	2	\$44.39	\$88.78	\$48.65	\$97.30
43	Clmp 03"x08"	FS1-400-75	2	\$30.82	\$61.64	\$33.18	\$66.36
44	Clmp 03"x12"	FS1-400-125	2	\$48.00	\$96.00	\$48.02	\$96.04
45	Clmp 04"x08"	FS1-514-75	2	\$33.65	\$67.30	\$34.91	\$69.82
46	Clmp 04"x12"	FS1-514-125	20	\$51.50	\$1,030.00	\$55.88	\$1,117.60
47	Clmp 04"x20"	FS1-514-20	25	\$86.25	\$2,156.25	\$98.67	\$2,466.75
48	Clmp 06"x08"	FS1-724-75	5	\$39.26	\$196.30	\$42.01	\$210.05
49	Clmp 06"x08"x01"	FS1-724-75-CC4	2	\$53.55	\$107.10	\$61.44	\$122.88
50	Clmp 06"x12"	FS1-724-125	75	\$62.55	\$4,691.25	\$122.33	\$9,174.75
51	Clmp 06"x20"	FS1-724-20	75	\$107.99	\$8,099.25	\$141.70	\$10,627.50
52	Clmp 06"x20"x3/4"	FS1-724-20-CC3	20	\$122.14	\$2,442.80	\$141.76	\$2,835.20
53	Clmp 08"x12"	FS1-929-125	75	\$72.85	\$5,463.75	\$78.97	\$5,922.75
54	Clmp 08"x20"	FS1-929-20	75	\$121.34	\$9,100.50	\$132.18	\$9,913.50
55	Clmp 10"x12"	FS1-1144-125	2	\$94.49	\$188.98	\$106.53	\$213.06
56	Clmp 10"x12"x3/4"	FS1-1144-125-CC3	2	\$108.92	\$217.84	\$125.96	\$251.92
57	Clmp 10"x20"	FS1-1144-20	2	\$149.95	\$299.90	\$163.70	\$327.40
58	Clmp 12"x12"	FS1-1350-125	15	\$112.68	\$1,690.20	\$123.38	\$1,850.70
59	Clmp 12"x20"	FS1-1350-20	15	\$128.17	\$1,922.55	\$194.37	\$2,915.55
60	Clmp 16"x12"	FS2-1790-125	1	\$251.21	\$251.21	\$208.88	\$208.88
61	Clmp 16"x20"	FS2-1790-20	1	\$363.11	\$363.11	\$302.82	\$302.82
62	Clmp 30"x30"	Clamp, Repair, FS3-3200-30	1	\$972.96	\$972.96	\$1,242.63	\$1,242.63
63	Hyd Bonnet Rpr Kit K	Hydrant Bonnet Repair Kit Kennedy	1	\$28.15	\$28.15	\$619.51	\$619.51
64	Hyd Drain Vlv K	K8456 Drain Valve F/5-1/4VO	1	\$264.84	\$264.84	\$165.21	\$165.21
65	Hyd Mn Vlv Rpr Kit K	Hydrant Main Valve Repair Kit Kennedy	1	\$268.74	\$268.74	\$300.91	\$300.91
66	Hyd Riser Kit 06" K	Hydrant Riser Kit Size6 Kennedy	1	\$181.89	\$181.89	\$322.15	\$322.15
67	Hyd Riser Kit 12" K	Hydrant Riser Kit Size12 Kennedy	1	\$207.66	\$207.66	\$385.99	\$385.99
68	Hyd Shoe Rpr Kit K	Hydrant Shoe Repair Kit Kennedy Size5.25 VO	1	\$105.16	\$105.16	\$259.61	\$259.61
69	Hyd Trf Rpr Kit K	Hydrant Collision Repair Kit Kennedy	10	\$93.47	\$934.70	\$149.53	\$1,495.30
70	Hyd Upper Barrel K	Hydrant Upper Barrell Kennedy	1	\$975.00	\$975.00	\$642.52	\$642.52
71	Hyd Upper Oper Rod K	Hydrant K8114 Upper Stem F/K81	1	\$96.59	\$96.59	\$131.58	\$131.58
72	Hyd Riser Kit 06" M	Hydrant Riser Kit Size6 Mueller	1	\$233.43	\$233.43	\$246.40	\$246.40
73	Hyd Riser Kit 12" M	Hydrant Riser Kit Size12 Mueller	1	\$275.87	\$275.87	\$291.20	\$291.20
74	Hyd Riser Kit 24" M	Hydrant Riser Kit Size24 Mueller	1	\$353.68	\$353.68	\$373.33	\$373.33
75	Hyd Trf Rpr Kit M	Hydrant Traffic Repair Kit Mueller	10	\$98.24	\$982.40	\$103.60	\$1,036.00
76	Hyd Riser Kit 06" W	Hydrant Riser Kit Size6 Waterous	1	\$213.65	\$213.65	\$218.40	\$218.40
77	Hyd Riser Kit 12" W	Hydrant Riser Kit Size12 Waterous	1	\$250.17	\$250.17	\$255.73	\$255.73
78	Hyd Riser Kit 24" W	Hydrant Riser Kit Size24 Waterous	1	\$323.22	\$323.22	\$330.40	\$330.40
79	Hyd Trf Rpr Kit W	Hydrant Traffic Repair Kit Waterous	10	\$88.48	\$884.80	\$90.44	\$904.40
80	Fire Hyd 4 K	Kennedy Hydrant 4ft bur 6MJ Yellow	1	\$1,361.21	\$1,361.21	\$1,361.22	\$1,361.22

	A	B	F	G	H	I	J
81	Fire Hyd 5 K	Kennedy Hydrant 5ft bur 6MJ Yellow	1	\$1,424.45	\$1,424.45	\$1,424.46	\$1,424.46
82	Fire Hyd 6 K	Kennedy Hydrant 6ft bur 6MJ Yellow	1	\$1,484.69	\$1,484.69	\$1,487.70	\$1,487.70
83	Bnd 02" 45 HxH SCH80	2 PVC 45 Bend (glue)	20	\$4.20	\$84.00	\$7.05	\$141.00
84	Bnd 02" 90 HxH SCH80	2 PVC 90 Bend (glue)	10	\$2.00	\$20.00	\$2.65	\$26.50
85	Bnd 02" 90 MIP Galv	2 Galvanized 90 Bend Male Iron Pipe	5	\$4.15	\$20.75	\$10.33	\$51.65
86	Bnd 02" HXH 45 SCH40	2 PVC Sch40 45 HxH	20	\$1.10	\$22.00	\$1.05	\$21.00
87	Adpt 02" S80 FIPxH	2 Adapter Female Iron PipexH (glue)	25	\$6.30	\$157.50	\$9.55	\$238.75
88	Adpt 02" S80 MIPTXH	2 PVC S80 Male Adpt MIPTxH	25	\$5.00	\$125.00	\$7.28	\$182.00
89	T 02" Sch40	Tee, 2 S40 PVC HxH	1	\$1.50	\$1.50	\$1.12	\$1.12
90	T 03"x03" Sch40	Tee, 3x3 S40 PVC HxH	1	\$4.95	\$4.95	\$4.80	\$4.80
91	Bnd 03" HXH 45 Sch40	Bend, 3 PVC S40 45 HxH	1	\$5.00	\$5.00	\$4.52	\$4.52
92	Bnd 03" HXH 90 Sch40	Bend, 3 PVC S40 90 HxH	1	\$3.85	\$3.85	\$3.36	\$3.36
93	Coup 03" Comp PVC	3 IPS 110-30	10	\$22.00	\$220.00	\$20.99	\$209.90
94	Coup 04" Comp PVC	4 IPS 110-4	10	\$35.75	\$357.50	\$33.20	\$332.00
95	Coup 06" SCH40 HxH	6 SCH40 Coupler HxH	50	\$8.05	\$402.50	\$8.29	\$414.50
96	Bnd 04" 90 flgxfhg	4 FlangexFlange 90 Bend	1	\$47.81	\$47.81	\$46.59	\$46.59
97	Bnd 04" MJ 11 1/4 DIP	Bend, 11 1/4, MJxMJ Size4	2	\$24.43	\$48.86	\$23.81	\$47.62
98	Bnd 04" MJ 22 1/2 DIP	Bend 22 1/2, MJxMJ Size4	2	\$26.18	\$52.36	\$25.50	\$51.00
99	Bnd 04" MJ 45 DIP	Bend, 45, MJxMJ Size4	2	\$27.57	\$55.14	\$26.87	\$53.74
100	Bnd 04" MJ 90 DIP	Bend, 90, MJxMJ Size4	2	\$33.50	\$67.00	\$32.65	\$65.30
101	Bnd 06" MJ 11 1/4 DIP	Bend, 11 1/4 MJxMJ Size6	2	\$42.23	\$84.46	\$41.15	\$82.30
102	Bnd 06" MJ 22 1/2 DIP	Bend, 22 1/2, MJxMJ Size6	5	\$40.83	\$204.15	\$39.79	\$198.95
103	Bnd 06" MJ 45 DIP	Bend, 45, MJxMJ Size6	5	\$44.67	\$223.35	\$43.53	\$217.65
104	Bnd 06" MJ 90 DIP	Bend, 90, MJxMJ Size6	2	\$54.79	\$109.58	\$53.39	\$106.78
105	Bnd 08" MJ 11 1/4 DIP	Bend, 11 1/4, MJxMJ Size8	5	\$56.99	\$284.95	\$56.12	\$280.60
106	Bnd 08" MJ 22 1/2 DIP	Bend, 22 1/2, MJxMJ Size8	5	\$62.52	\$312.60	\$61.55	\$307.75
107	Bnd 08" MJ 45 DIP	Bend, 45, MJxMJ Size8	5	\$63.90	\$319.50	\$62.91	\$314.55
108	Bnd 08" MJ 90 DIP	Bend, 90, MJxMJ Size8	2	\$79.09	\$158.18	\$77.88	\$155.76
109	Bnd 10" Flg 11 1/4 DIP	Bend, 10 Flg 11-1/4 (I) Di C110	1	\$89.79	\$89.79	\$88.42	\$88.42
110	Bnd 10" MJ 22 1/2 DIP	Bend, 22 1/2, MJxMJ Size10	1	\$92.22	\$92.22	\$90.80	\$90.80
111	Bnd 10" MJ 90 DIP	Bend, 90, MJxMJ Size10	1	\$125.02	\$125.02	\$123.12	\$123.12
112	Bnd 12" MJ 11 1/4 DIP	Bend, 11 1/4, MJxMJ Size12	1	\$112.25	\$112.25	\$110.53	\$110.53
113	Bnd 12" MJ 22 1/2 DIP	Bend, 22 1/2, MJxMJ Size12	1	\$121.23	\$121.23	\$119.37	\$119.37
114	Bnd 12" MJ 45 DIP	Bend, 45, MJxMJ Size12	1	\$138.84	\$138.84	\$136.72	\$136.72
115	Bnd 12" MJ 90 DIP	Bend, 90, MJxMJ Size12	1	\$167.85	\$167.85	\$165.28	\$165.28
116	Bnd 16" MJ 22 1/2 DIP	Bend, 22 1/2, MJxMJ Size16	1	\$255.36	\$255.36	\$254.05	\$254.05
117	Cap 03" w 02" outlet DIP	3 MJ Cap w/2 Outlet	1	\$21.99	\$21.99	\$21.42	\$21.42
118	Cap 04" DIP	Cap, Size4	2	\$13.00	\$26.00	\$12.58	\$25.16
119	Cap 04" w/02" outlet DIP	4x2 MJ Tapt Cap (I) CP DI	5	\$23.39	\$116.95	\$22.79	\$113.95
120	Cap 06" DIP	Cap, Size6	2	\$22.69	\$45.38	\$22.11	\$44.22

	A	B	F	G	H	I	J
121	Cap 06" w/02" outlet MJ DIP	06 Cap w/02 Outlet MJ	5	\$32.81	\$164.05	\$32.30	\$161.50
122	Cap 08" MJ DIP	8 MJ Cap CP DI C153	2	\$35.50	\$71.00	\$34.69	\$69.38
123	Cap 08" w/02" outlet DIP	Cap w/2 Outlet Size8	5	\$45.25	\$226.25	\$44.55	\$222.75
124	Cap 12" DIP	Cap, 12 di	2	\$66.31	\$132.62	\$65.29	\$130.58
125	Cap 16" DIP	Cap, 16 di	1	\$135.72	\$135.72	\$134.34	\$134.34
126	Cap 16" w/02" outlet DIP	16 Cap w/2 Outlet	1	\$151.53	\$151.53	\$145.98	\$145.98
127	Cap 20" DIP	20 MJ Cap (I) Cp Di 153	1	\$211.89	\$211.89	\$209.16	\$209.16
128	Coup 04" MJxflg	4 MJxflange Coupling	1	\$33.85	\$33.85	\$32.98	\$32.98
129	Coup 04"x12" Sw Anch	4x1 Swivel Anchor Coupling	1	\$34.55	\$34.55	\$65.10	\$65.10
130	Coup Anch 06" MJ 90	Anchor MJ 6 90	1	\$86.15	\$86.15	\$85.36	\$85.36
131	Coup Anch 06"x2'	6 Anchor Coupling Size2	5	\$124.78	\$623.90	\$100.95	\$504.75
132	Coup Anch 06"x3'	6 Anchor Coupling Size3	2	\$159.64	\$319.28	\$149.40	\$298.80
133	Coup Anch 06"x4'	6 Anchor Coupling Size4	2	\$178.82	\$357.64	\$192.81	\$385.62
134	Coup Anch 06"x5'	6 Anchor Coupling Size5	2	\$217.00	\$434.00	\$234.70	\$469.40
135	Coup 06"x12" sw Anch	6x1ft Swivel Anchor Coupling	1	\$85.00	\$85.00	\$67.63	\$67.63
136	Coup 08"x12" Sw Anch	8x1ft Swivel Anchor Coupling	1	\$114.11	\$114.11	\$104.48	\$104.48
137	Plug 04" MJ	Plug, MJ Size4	2	\$14.66	\$29.32	\$14.28	\$28.56
138	Plug 04" w/02" Out	Plug, MJ w/2 Outlet Size4	5	\$24.35	\$121.75	\$24.15	\$120.75
139	Plug 06" MJ	Plug, MJ Size6	2	\$26.94	\$53.88	\$26.53	\$53.06
140	Plug 06" w/02" Out	Plug, w/2 Outlet Size6	5	\$36.89	\$184.45	\$36.39	\$181.95
141	Plug 08" MJ	Plug, MJ Size8	2	\$41.10	\$82.20	\$40.47	\$80.94
142	Plug 08" w/02" Out	Plug w/2 inch Outlet Size8	5	\$50.59	\$252.95	\$50.34	\$251.70
143	Plug 10" MJ	Plug, MJ Size10	2	\$69.42	\$138.84	\$68.36	\$136.72
144	Plug 12" MJ	Plug, MJ Size12	2	\$71.49	\$142.98	\$70.40	\$140.80
145	Plug 12" w/02" Out	Plug, MJx2 ip Size12	5	\$80.65	\$403.25	\$80.26	\$401.30
146	Plug 16" MJ	Plug MJ Size16	2	\$181.66	\$363.32	\$178.89	\$357.78
147	Plug 16" w/02" Out	Plug MJ w/ 2 Outlet Size16	2	\$195.88	\$391.76	\$195.87	\$391.74
148	Plug 20" MJ	Plug MJ Size20	1	\$287.14	\$287.14	\$285.69	\$285.69
149	Plug 20" w/ 02" Out	20x2 MJ Tapt Plug (I) Cp Di C153	1	\$307.32	\$307.32	\$305.75	\$305.75
150	Reducer 06"x04"	Reducer FL Size6x4	1	\$50.95	\$50.95	\$49.65	\$49.65
151	Reducer 08"x06" MJ	Reducer MJ 8x6	1	\$45.94	\$45.94	\$45.23	\$45.23
152	Reducer 10"x6"	Reducer 10x6	1	\$58.71	\$58.71	\$57.82	\$57.82
153	Reducer 10"x8"	Reducer 10x8	1	\$64.24	\$64.24	\$63.26	\$63.26
154	Reducer 12"x8"	Reducer 12x8	1	\$79.43	\$79.43	\$75.89	\$75.89
155	Solid Slv 04" Long	Solid Sleeve, Long Size4	1	\$28.75	\$28.75	\$28.23	\$28.23
156	Solid Slv 04" Short	Solid Sleeve, Short Size4	1	\$24.64	\$24.64	\$20.06	\$20.06
157	Solid Slv 06" Long	Solid Sleeve, Long Size6	1	\$50.30	\$50.30	\$49.99	\$49.99
158	Solid Slv 06" PVC	Solid Sleeve, PVC Size6	1	\$50.30	\$50.30	\$49.99	\$49.99
159	Solid Slv 06" Short	Solid Sleeve, Short Size6	1	\$36.15	\$36.15	\$35.71	\$35.71
160	Solid Slv 08" Long	Solid Sleeve, Long Size8	1	\$80.10	\$80.10	\$76.55	\$76.55

	A	B	F	G	H	I	J
161	Solid Slv 08" Short	Solid Sleeve, Short Size8	1	\$47.65	\$47.65	\$45.54	\$45.54
162	Solid Slv 10"	Solid Sleeve Size10	1	\$94.98	\$94.98	\$93.53	\$93.53
163	Solid Slv 10" Short	Solid Sleeve, Short Size10	1	\$82.00	\$82.00	\$81.96	\$81.96
164	Solid Slv 12" Long	Solid Sleeve, Long Size12	1	\$126.83	\$126.83	\$126.18	\$126.18
165	Solid Slv 16"	Solid Sleeve Size16	1	\$242.70	\$242.70	\$214.69	\$214.69
166	Solid Slv 16" Long	Solid Sleeve, Long Size16	1	\$215.70	\$215.70	\$241.47	\$241.47
167	Solid Slv 20" MJ	20 MJ L/P Sleeve (I) Cp Di C153	1	\$366.97	\$366.97	\$366.97	\$366.97
168	4 Way 10x10x8x8	10x8 MJ Cross (I) Cp Di C153	1	\$181.10	\$181.10	\$179.23	\$179.23
169	T 04"x04"x04"	Tee, MJ Size4	1	\$44.50	\$44.50	\$43.88	\$43.88
170	T 04"x04"x04" Flg	Tee, 04x04x04 Flange	1	\$86.34	\$86.34	\$85.03	\$85.03
171	T 06"X06"x04"	Tee, MJ di Size6x4	1	\$71.75	\$71.75	\$69.29	\$69.29
172	T 06"x06"x06"	Tee, MJ Size6x6x6	1	\$77.50	\$77.50	\$77.20	\$77.20
173	T 08"x08"x06"	Tee, MJ Size8x8x6	1	\$96.70	\$96.70	\$96.25	\$96.25
174	T 08"x08"x08"	Tee, MJ Size8x8x8	1	\$116.50	\$116.50	\$115.98	\$115.98
175	T 10"x10"x06"	Tee, 10x6 MJ (I) CP Di C153	1	\$123.15	\$123.15	\$123.12	\$123.12
176	T 10"x10"x06" Flg	Tee, 10MJx10MJx6flg	1	\$176.85	\$176.85	\$176.85	\$176.85
177	T 10"x10"x08" MJ	Tee, 10x10x8MJ	1	\$144.20	\$144.20	\$144.20	\$144.20
178	T 10x10x10	Tee, 10x10 MJ (I) CP DI C153	1	\$164.60	\$164.60	\$164.61	\$164.61
179	T 12"x12"x06"	Tee, FL, di Size12x12x6	1	\$307.25	\$307.25	\$308.81	\$308.81
180	T 12"x12"x08"	Tee, MJ, di Size12x12x8	1	\$179.57	\$179.57	\$179.57	\$179.57
181	Angle Valve 01"	AV92-444W-NL	50	\$35.00	\$1,750.00	\$34.34	\$1,717.00
182	Angle Valve 01" comp	AV 1 compression AV94-444WNL	10	\$37.00	\$370.00	\$36.28	\$362.80
183	Corp Stop 01"	F600-4-NL	20	\$31.55	\$631.00	\$31.67	\$633.40
184	Corp Stop 01" Comp	F1002-4-NL	10	\$46.44	\$464.40	\$46.59	\$465.90
185	Mtr Expan.01"	EC-4-NL	50	\$25.25	\$1,262.50	\$22.94	\$1,147.00
186	Yoke Bar 01"	Y504	50	\$14.13	\$706.50	\$14.30	\$715.00
187	Yoke L 01"	L92-44D-NL	50	\$24.10	\$1,205.00	\$23.62	\$1,181.00
188	Bnd 01" Brass 90	L44-44NL 1 NL 90 Bend	10	\$20.62	\$206.20	\$20.65	\$206.50
189	Bnd 01" FL 90	L22-44NL 1 90 Bend	10	\$20.31	\$203.10	\$20.39	\$203.90
190	Coup 01" Comp	C44-44-NL	5	\$14.20	\$71.00	\$14.23	\$71.15
191	Coup 01"x1/4" Comp	Coupling 1x1/4 Compression Zinc Plated	2	\$23.50	\$47.00	\$24.58	\$49.16
192	Curb Stop 01" FL	Curb Stop 1 Flare	1	\$64.44	\$64.44	\$63.20	\$63.20
193	Plug 01" Brass	Plug, Brass Size1	5	\$3.00	\$15.00	\$3.36	\$16.80
194	Plug 01" CC Brass	Plug, Brass, cc Size1	5	\$9.20	\$46.00	\$7.87	\$39.35
195	Bush 01"x3/4" Brass	Bushing, Brass Size1 CCx3/4 CC	5	\$10.45	\$52.25	\$8.86	\$44.30
196	T 01" flx3/4" FL serv	T222-334-NL	5	\$25.70	\$128.50	\$25.77	\$128.85
197	T 01"x01"x01"	T222-444-NL	2	\$36.06	\$72.12	\$36.18	\$72.36
198	Coup 01" FLXFL	Coupling 1 3 Part CFxCF NL	100	\$20.05	\$2,005.00	\$20.09	\$2,009.00
199	Coup 01" FLxMIP	C28-44-NL 1 CFxMIP CPLG	5	\$12.94	\$64.70	\$12.97	\$64.85
200	Coup 01" Mtr Str	Coupling, Meter, Straight Size1	2	\$10.20	\$20.40	\$9.92	\$19.84

	A	B	F	G	H	I	J
201	Coup 01" PtrBurg L	PL-4-NL	10	\$25.98	\$259.80	\$26.06	\$260.60
202	Gasket 01" Copper	Copper Gaskets for 1 Flare SLC-4	10	\$1.35	\$13.50	\$1.25	\$12.50
203	Corp Stop 2" IP	Corp Stop 2 - IP Thread	50	\$173.00	\$8,650.00	\$160.80	\$8,040.00
204	Coup 2" Cmprs PJxMIP	C84-77-NL	100	\$47.61	\$4,761.00	\$48.31	\$4,831.00
205	Custom Setter 02"	VBH77-15B-11-77-NL	50	\$701.34	\$35,067.00	\$708.50	\$35,425.00
206	Valve Ang Ball 2"	BFA13-777wNL 2 Ang Ball Meter Valve FIPxMF NL	2	\$181.10	\$362.20	\$181.65	\$363.30
207	Yoke L 02" Comp	Yoke Ell 01 Compression L94-44DNL	1	\$27.08	\$27.08	\$26.49	\$26.49
208	Bnd 02" Comp 90	2 Compression 90 degree Bend L44-77NL	2	\$133.85	\$267.70	\$134.26	\$268.52
209	Plug 02" Brass	2 Brass SQ Head Cored Plug Low	5	\$8.25	\$41.25	\$10.04	\$50.20
210	Coup 02" Comp.	C44-77NL 2 NL Coupling PJCTS	20	\$64.14	\$1,282.80	\$64.31	\$1,286.20
211	Coup 02" MIPxPJ	C84-77NL 2 Coupling MIPxPJCTS	100	\$47.60	\$4,760.00	\$48.30	\$4,830.00
212	Reducer 02"x3/4" Bra	2x3/4 Brass Bell Reducer NL	1	\$29.00	\$29.00	\$24.05	\$24.05
213	Angle Valve 3/4"	AV92-323W-NL	300	\$22.20	\$6,660.00	\$22.30	\$6,690.00
214	Angle Valve 3/4" Comp	AV92-323W-NL 5/8x3/4 Ang Mtr Vlv w/ LW CFxMtr NL	20	\$23.42	\$468.40	\$22.94	\$458.80
215	Corp Stop 3/4"	F600-3-NL	300	\$20.39	\$6,117.00	\$20.70	\$6,210.00
216	Mtr Expan. 3/4"	EC-23-NL	300	\$13.61	\$4,083.00	\$13.63	\$4,089.00
217	Yoke Bar 3/4" Str	Y503	50	\$8.93	\$446.50	\$9.02	\$451.00
218	Yoke Bar 3/4"	Y502	300	\$7.66	\$2,298.00	\$7.90	\$2,370.00
219	Yoke L 3/4"	L92-23D-NL	300	\$16.47	\$4,941.00	\$16.52	\$4,956.00
220	Yoke L 3/4" Comp	L94-23D-NL 5/8x3/4 90 Mtrxcf w/dr NL	25	\$18.40	\$460.00	\$18.02	\$450.50
221	Bnd 3/4" Comp 90	3/4 PJCTS 90 Bend Brass - L44-33NL	10	\$16.03	\$160.30	\$16.08	\$160.80
222	Bnd 3/4" FL 90	L22-33NL 3/4 90 Bend	10	\$12.20	\$122.00	\$12.22	\$122.20
223	Bnd 3/4" FCTXCF 90	L02-33NL 3/4 90 Bend FCTxCF	10	\$13.49	\$134.90	\$13.50	\$135.00
224	Bush 3/4"FIPx01"MIP	Bushing, Brass Size3/4 FIPx1 mip	1	\$3.15	\$3.15	\$3.53	\$3.53
225	Bush Incrsr 3/4"x01"	Bushing, Increaser Size3/4x1 fl	1	\$15.00	\$15.00	\$12.35	\$12.35
226	Corp Stop 3/4" Comp	F100-3-NL	20	\$27.52	\$550.40	\$22.29	\$445.80
227	Corp Stop 3/4" IP	F700-3-NL	5	\$20.68	\$103.40	\$20.72	\$103.60
228	Coup 3/4"x01" Comp	C44-34NL 3/4x1 PJCTS Coupling NL	5	\$14.42	\$72.10	\$14.45	\$72.25
229	Coup 3/4"x01" FL	C22-34-NL 3/4x1 (3 part) cfxcf cplg NL	5	\$16.96	\$84.80	\$17.00	\$85.00
230	Curb stop 3/4	Curb Stop Size3/4	1	\$45.62	\$45.62	\$45.74	\$45.74
231	Plug 3/4" Brass	3/4 Brass SQ Head Cored Plug	5	\$2.15	\$10.75	\$2.56	\$12.80
232	Plug 3/4" Brass IP	Plug, Brass, IP Size3/4	5	\$2.75	\$13.75	\$2.56	\$12.80
233	T 3/4" fl	T222-333-NL	5	\$21.44	\$107.20	\$21.54	\$107.70
234	T 3/4"x01" Comp	T444-334NL	5	\$31.98	\$159.90	\$32.09	\$160.45
235	T 3/4"x3/4"x01" FL	T222-333-NL	5	\$30.00	\$150.00	\$21.54	\$107.70
236	T 3/4"x3/4"x3/4" Ser	U23-33-NL	5	\$30.05	\$150.25	\$75.12	\$375.60
237	T 3/4"x3/4"x3/4"comp	T444-333-NL	5	\$30.05	\$150.25	\$30.12	\$150.60
238	Coup 3/4 FLxFL	C-22-33-NL 3/4 Copper FlarexCopper Flare	100	\$11.43	\$1,143.00	\$11.47	\$1,147.00
239	Coup 3/4" Comp	C44-33-NL 3/4 NL Coupling PJ CTS	100	\$12.41	\$1,241.00	\$12.43	\$1,243.00
240	Coup 3/4" CompFL	C24-33-NL	10	\$17.08	\$170.80	\$17.12	\$171.20

	A	B	F	G	H	I	J
241	Coup 3/4" CompMIP	C84-33-NL 3/4 MIPxPJ NL	10	\$10.20	\$102.00	\$10.21	\$102.10
242	Coup 3/4" FLxMIP	Coupling 3/4 CFxMIP Compression Fitting Male Iron Pipe	10	\$9.06	\$90.60	\$9.08	\$90.80
243	Coup 3/4" PtrBurg L	PL-3-NL	10	\$18.21	\$182.10	\$10.61	\$106.10
244	Coup 3/4"x01" COMP	C44-34-NL	5	\$15.00	\$75.00	\$14.45	\$72.25
245	Gasket 3/4" Copper	Copper Gaskets for 3/4 Flare SLC-3	10	\$0.95	\$9.50	\$0.88	\$8.80
246	Gasket 3/4" Rubber	Rubber Gasket 3/4 GT-172	20	\$0.21	\$4.20	\$0.80	\$16.00
247	Nipple 01"x04"	Nipple, Brass 1x4	20	\$4.75	\$95.00	\$5.77	\$115.40
248	Nipple 02"x04" Brass	Nipple, Brass 2x4	10	\$10.20	\$102.00	\$13.04	\$130.40
249	Nipple 02"x06" Brass	Nipple, Brass Size2x6	20	\$15.00	\$300.00	\$19.25	\$385.00
250	Nipple 02"x12" Brass	Nipple, Brass Size2x12	10	\$29.75	\$297.50	\$37.93	\$379.30
251	Nipple 1/2"x02" Brass	Nipple, Brass 1/2x2 NL	1	\$1.75	\$1.75	\$1.71	\$1.71
252	Nipple 3/4"x02" Brass	Nipple, Brass 3/4x2 NL	1	\$2.09	\$2.09	\$2.28	\$2.28
253	Nipple 3/4"xCL Brass	Nipple, Brass 3/4 CL	1	\$1.55	\$1.55	\$1.81	\$1.81
254	Coup 02" Hymax	860-56-0054-16 2 Hymax	10	\$76.45	\$764.50	\$76.85	\$768.50
255	Coup 03" Hymax	2000-0433-260 3 Hymax	10	\$100.89	\$1,008.90	\$101.39	\$1,013.90
256	Coup 04" Hymax	860-56-0108-16C 4 Hymax	40	\$129.00	\$5,160.00	\$129.90	\$5,196.00
257	Coup 06" Hymax	860-56-0163-16 6 Hymax	50	\$171.00	\$8,550.00	\$171.99	\$8,599.50
258	Coup 08" Hymax	860-56-0217-16 8 Hymax	50	\$193.00	\$9,650.00	\$194.24	\$9,712.00
259	Coup 10" Hymax	2000-1200-260 10 Hymax	2	\$248.00	\$496.00	\$249.90	\$499.80
260	Coup 12" Hymax	860-56-0315-16 12 Hymax	10	\$293.00	\$2,930.00	\$294.95	\$2,949.50
261	Coup 16" Hymax	200-1920-260 16 Hymax	2	\$786.00	\$1,572.00	\$792.40	\$1,584.80
262	Gasket 04" MJ	MJ 4 Gasket	5	\$1.71	\$8.55	\$1.76	\$8.80
263	Gasket 06" MJ	MJ 6 Gasket	5	\$1.71	\$8.55	\$1.76	\$8.80
264	Gasket 08" MJ	MJ 8 Gasket	5	\$2.18	\$10.90	\$2.10	\$10.50
265	Gasket 10" MJ	MJ 10 Gasket	2	\$2.91	\$5.82	\$2.82	\$5.64
266	Gasket 12" MJ	MJ 12 Gasket	5	\$3.64	\$18.20	\$3.53	\$17.65
267	Gasket 12"x1/8" Flg	12x1/8 Flg FF RR Gasket	5	\$6.52	\$32.60	\$6.60	\$33.00
268	Gland 04" MJ	Gland, MJ Size4	2	\$4.00	\$8.00	\$10.43	\$20.86
269	Gland 04" Split MJ	Gland, Split, MJ Size4	10	\$4.00	\$40.00	\$7.65	\$76.50
270	Gland 06" MJ	Gland, MJ Size6	2	\$4.80	\$9.60	\$11.13	\$22.26
271	Gland 06" Split MJ	Gland, Split, MJ Size6	10	\$5.00	\$50.00	\$9.74	\$97.40
272	Gland 08" MJ	Gland, MJ Size8	2	\$6.00	\$12.00	\$13.91	\$27.82
273	Gland 08" Split MJ	Gland, Split, MJ Size8	10	\$6.00	\$60.00	\$11.82	\$118.20
274	Gland 10" MJ	Gland, MJ Size10	1	\$9.60	\$9.60	\$20.17	\$20.17
275	Gland 10" Split	10 3010S Split Stargrip w/acc f/DIP	1	\$9.85	\$9.85	\$84.66	\$84.66
276	Gland 12"	Gland, MJ Size12	2	\$10.00	\$20.00	\$20.86	\$41.72
277	Gland 12" Split	Gland 12 Split	2	\$10.50	\$21.00	\$19.47	\$38.94
278	Gland 16" MJ	Gland, MJ Size16	2	\$16.40	\$32.80	\$38.25	\$76.50
279	Gland Pack 02" MJ	02 MJ Gland Pack	2	\$9.75	\$19.50	\$24.04	\$48.08
280	Gland Pack 03" MJ	03 MJ Gland Pack	2	\$11.00	\$22.00	\$21.56	\$43.12

	A	B	F	G	H	I	J
281	Gland Pack 04"	4 Gland Packs Size4	10	\$14.05	\$140.50	\$25.04	\$250.40
282	Gland Pack 06"	Gland Packs Size6	20	\$21.00	\$420.00	\$31.29	\$625.80
283	Gland Pack 08"	8 Gland Packs Size8	20	\$21.05	\$421.00	\$34.77	\$695.40
284	Gland Pack 10"	10 MJ Regular Acc Set	2	\$29.50	\$59.00	\$47.98	\$95.96
285	Gland Pack 12"	12 MJ Regular Acc Set	10	\$31.15	\$311.50	\$50.07	\$500.70
286	Mega Lug 03"	3 Mega Lug	10	\$16.01	\$160.10	\$13.58	\$135.80
287	Mega Lug 04"	Gland, Retaining/Mega Lug Size4	10	\$17.06	\$170.60	\$14.39	\$143.90
288	Mega Lug 04" PVC	4 PVC 4004 Stargrip Restr Gland Only	20	\$20.95	\$419.00	\$17.79	\$355.80
289	Mega Lug 04" Split	Gland, Split Mega Lug Size4	5	\$37.31	\$186.55	\$30.22	\$151.10
290	Mega Lug 06"	Gland, Retaining/Mega Lug Size6	10	\$20.08	\$200.80	\$17.79	\$177.90
291	Mega Lug 06" PVC	6 Camlock PVC Mega Lug	20	\$25.39	\$507.80	\$21.62	\$432.40
292	Mega Lug 06" Split	Gland, Split Mega Lug Size6	5	\$52.84	\$264.20	\$40.81	\$204.05
293	Mega Lug 08"	Gland, Retaining/Mega Lug Size8	10	\$30.65	\$306.50	\$26.10	\$261.00
294	Mega Lug 08" PVC	Mega Lug 08 /PVC	20	\$37.57	\$751.40	\$33.74	\$674.80
295	Mega Lug 08" Split	Gland, Split Mega Lug Size8	5	\$64.99	\$324.95	\$49.96	\$249.80
296	Mega Lug 10"	Gland, Retaining/Mega Lug Size10	2	\$45.35	\$90.70	\$39.65	\$79.30
297	Mega Lug 12"	Gland, Retaining/Mega Lug Size12	5	\$65.98	\$329.90	\$56.38	\$281.90
298	Mega Lug 12" PVC	Mega Lug 12 /PVC	10	\$74.64	\$746.40	\$63.96	\$639.60
299	Mega Lug 12" Split	Gland, Split Mega Lug Size12	2	\$134.81	\$269.62	\$115.47	\$230.94
300	Mega Lug 16"	Gland, Retaining/Mega Lug Size16	1	\$120.33	\$120.33	\$105.45	\$105.45
301	Mega Lug 16" Split	Gland, Split Mega Lug Size16	1	\$332.89	\$332.89	\$274.87	\$274.87
302	Mega Lug 20"	20 EBAA Mega Lug MJ Di 1120 Rst F/Di Pipe, Black	1	\$211.38	\$211.38	\$181.02	\$181.02
303	MW Adpt 24"x18"	C&B 24x18 Adapter Ring W2424	10	\$23.75	\$237.50	\$22.33	\$223.30
304	MW Lid 18" 2210	2210 MP Lid Only (IMP)	300	\$9.00	\$2,700.00	\$8.10	\$2,430.00
305	MW Ring 18" 2210	2210 18 IMP Ring Only SIP	300	\$11.75	\$3,525.00	\$11.14	\$3,342.00
306	MW Ring & Lid 36"	MC-36 36 Monitor Cover w/Locking Lid	75	\$400.00	\$30,000.00	\$434.20	\$32,565.00
307	MW Ring Adpt 18"x24"	Ring MW Adptr 18x24	5	\$23.75	\$118.75	\$22.33	\$111.65
308	MW Ring Adpt 18"x36"	Ring MW Adptr 18x36	5	\$73.68	\$368.40	\$71.06	\$355.30
309	Acc. Kit 02" SS Flg	FLG PACKx2 150# 304 RRFF 1/8	2	\$5.00	\$10.00	\$6.84	\$13.68
310	Acc. Kit 03" SS Flg	3 SS FGL Acc Kit-Steel for 3 meter	2	\$5.05	\$10.10	\$7.07	\$14.14
311	Acc. Kit 04" SS Flg	4 Flg Accessories	2	\$11.00	\$22.00	\$12.83	\$25.66
312	Acc. Kit 08" SS Flg	8 Flg Accessories	2	\$19.00	\$38.00	\$23.33	\$46.66
313	Mtr Adpt 03" Flg	912-90039603-000 3 Flg Adpt	10	\$82.26	\$822.60	\$100.56	\$1,005.60
314	Mtr Adpt 04" Flg	912-90048604-000 4 Flg Adpt	15	\$102.17	\$1,532.55	\$102.88	\$1,543.20
315	Mtr Adpt 06" Flg	912-90069606-000 6 Flg Adpt	1	\$129.80	\$129.80	\$139.09	\$139.09
316	Mtr Adpt 08" Flg	912-90091108-000 8 Flg Adpt	1	\$178.17	\$178.17	\$186.25	\$186.25
317	Mtr Ext 12"	VBH-72-15W-11-33-NL	1	\$130.00	\$130.00	\$99.41	\$99.41
318	Pipe 04" C900	Pipe, Water C900 Size4 (10')	500	\$2.06	\$1,030.00	\$3.05	\$1,525.00
319	Pipe 06" C900	Pipe, Water C900 Size6 (20')	500	\$3.97	\$1,985.00	\$5.85	\$2,925.00
320	Pipe 08" C900	Pipe, Water C900 Size8 (20')	500	\$6.74	\$3,370.00	\$10.05	\$5,025.00

	A	B	F	G	H	I	J
321	Pipe 10" C900	Pipe, Water C900 Size10 (20')	40	\$10.60	\$424.00	\$15.30	\$612.00
322	Pipe 12" C900	Pipe, Water C900 Size12 (20')	500	\$14.99	\$7,495.00	\$21.60	\$10,800.00
323	Pipe 16" C900	Pipe, Water C900 Size16 (20')	20	\$27.28	\$545.60	\$38.97	\$779.40
324	Pipe 01" Copper	Copper Tubing Size1	200	\$3.37	\$674.00	\$4.90	\$980.00
325	Pipe 02" Copper	Copper Tubing, Type K Size2	100	\$8.46	\$846.00	\$13.15	\$1,315.00
326	Pipe 1 1/2" Copper	Copper Tubing, Type K Size1.5	20	\$6.00	\$120.00	\$8.15	\$163.00
327	Pipe 1 1/4" Copper	Copper Tubing, Type K Size1.25	20	\$5.95	\$119.00	\$6.25	\$125.00
328	Pipe 3/4" Copper	3/4" Copper Tubing Type K Size.75	500	\$2.61	\$1,305.00	\$4.00	\$2,000.00
329	Pipe 01" Poly	1 Poly Pipe	50	\$0.31	\$15.50	\$0.50	\$25.00
330	Pipe 01" Sch40	Pipe, Water SCH40 Size1(10')	50	\$0.30	\$15.00	\$0.39	\$19.50
331	Pipe 02" Sch40	Pipe, Water SCH40 Size2 (10')	100	\$0.60	\$60.00	\$0.82	\$82.00
332	Pipe 03" Sch40	Pipe, Water SCH40 Size3 (10')	50	\$1.19	\$59.50	\$1.70	\$85.00
333	Pipe 04" Sch40	Pipe, Water SCH40 Size4 (10')	200	\$1.45	\$290.00	\$2.40	\$480.00
334	Pipe 06" Sch40	Pipe, Water SCH40 Size6 (10')	500	\$2.61	\$1,305.00	\$4.50	\$2,250.00
335	Pipe 08" Sch40	Pipe, Water SCH40 Size8 (10')	20	\$4.64	\$92.80	\$6.65	\$133.00
336	Pipe 1 1/2" Sch40	Pipe, Water 1.5 SCH40 (10')	10	\$0.46	\$4.60	\$0.65	\$6.50
337	Pipe 1 1/4" Sch40	Pipe, Water 1.25' SCH40 (10')	10	\$0.44	\$4.40	\$0.60	\$6.00
338	Pipe 2" Poly	2x100' CTS PE Tubing 200 PSI	100	\$1.00	\$100.00	\$1.75	\$175.00
339	Pipe 3/4" Poly	3/4 Poly Pipe	100	\$0.19	\$19.00	\$0.35	\$35.00
340	Tap Sdl 02"x01"	S70-204	2	\$13.64	\$27.28	\$14.12	\$28.24
341	Tap Sdl 02"x3/4"	S90-203	5	\$15.85	\$79.25	\$14.96	\$74.80
342	Tap Sdl 03"x01"	S70-304	2	\$18.03	\$36.06	\$18.63	\$37.26
343	Tap Sdl 03"x3/4"	S70-303	5	\$17.94	\$89.70	\$18.63	\$93.15
344	Tap Sdl 04"x01"	S90-404	2	\$27.00	\$54.00	\$23.96	\$47.92
345	Tap Sdl 04"x01"thinw	S70-404	2	\$21.11	\$42.22	\$21.92	\$43.84
346	Tap Sdl 04"x3/4"	S90-403	20	\$22.90	\$458.00	\$23.95	\$479.00
347	Tap Sdl 06"x01"	S90-604	10	\$31.30	\$313.00	\$32.71	\$327.10
348	Tap Sdl 06"x01"thinw	S70-604	5	\$31.30	\$156.50	\$32.71	\$163.55
349	Tap Sdl 06"x02"	S90-607	5	\$59.05	\$295.25	\$61.75	\$308.75
350	Tap Sdl 06"x3/4"	S90-603	100	\$31.11	\$3,111.00	\$32.71	\$3,271.00
351	Tap Sdl 06"x3/4"cc T	S70-603	5	\$31.20	\$156.00	\$32.71	\$163.55
352	Tap Sdl 08"x01"	S90-804	10	\$43.60	\$436.00	\$45.81	\$458.10
353	Tap Sdl 08"x3/4"	S90-803	200	\$43.55	\$8,710.00	\$45.80	\$9,160.00
354	Tap Sdl 12"x3/4"	S90-1203	25	\$136.96	\$3,424.00	\$133.39	\$3,334.75
355	Tap Sdl 12"x3/4" IP	S91-1203	2	\$127.61	\$255.22	\$133.39	\$266.78
356	Vlv Ball 01" Brass	1 Brass Ball Valve	25	\$12.10	\$302.50	\$54.53	\$1,363.25
357	Vlv 02" MJxMJ	Valve, MJxMJ Size2	5	\$185.00	\$925.00	\$185.01	\$925.05
358	Vlv 02" Thrd AFC	Valve, 2 AFC 2502SS Thrd RW GV OL	20	\$179.00	\$3,580.00	\$178.51	\$3,570.20
359	Vlv 03" MJxMJ	Valve, MJ Size3	5	\$261.80	\$1,309.00	\$262.01	\$1,310.05
360	Vlv 04" MJ Wheel	Valve, MJ Wheel Size4	1	\$290.25	\$290.25	\$292.51	\$292.51

	A	B	F	G	H	I	J
361	Vlv 04" MJxFlg	Valve, Gate MJxFlange Size4	1	\$279.25	\$279.25	\$279.26	\$279.26
362	Vlv 04" MJxMJ	Valve, Gate MJxMJ Size4	5	\$292.75	\$1,463.75	\$292.51	\$1,462.55
363	Vlv 06" MJxMJ	Valve, Gate MJxMJ Size6 w/accessories	5	\$373.50	\$1,867.50	\$435.52	\$2,177.60
364	Vlv 08" MJxMJ	Valve, Gate MJxMJ Size8	5	\$594.75	\$2,973.75	\$594.51	\$2,972.55
365	Vlv 10" MJxMJ	Valve, Gate MJxMJ Size10	1	\$927.25	\$927.25	\$927.01	\$927.01
366	Vlv 12" AVK DI MJ GT	12 AVK #65 DI MJ GT Vlv	5	\$1,173.25	\$5,866.25	\$1,173.01	\$5,865.05
367	Vlv 12" Butterfly	Valve, Butterfly Size12 MJ	5	\$851.00	\$4,255.00	\$850.01	\$4,250.05
368	Vlv 16" Butterfly	Valve, Butterfly Size16	1	\$1,452.00	\$1,452.00	\$1,450.01	\$1,450.01
369	Vlv 01" Air Relief	01 ARI S-050 Water ARV	15	\$122.00	\$1,830.00	\$144.00	\$2,160.00
370	Vlv 3/4" Air Relief	3/4 ARI S-050 Water ARV	5	\$122.00	\$610.00	\$144.00	\$720.00
371	VB Lid 06" Mushroom	59L06W 6 Mushroom Lid	10	\$8.00	\$80.00	\$7.60	\$76.00
372	VB Lid 2194	2194 Valve Box Lid	100	\$5.75	\$575.00	\$5.05	\$505.00
373	VB Ring 2194	2194 Valve Box Ring	100	\$8.09	\$809.00	\$7.85	\$785.00
374	VB Ring 2195	2195 Valve Box Frame Only	100	\$10.31	\$1,031.00	\$10.03	\$1,003.00
375	VB Riser Rng 01"	VB Riser Rngs Size1	50	\$4.00	\$200.00	\$3.03	\$151.50
376	VB Riser Rng 02"	VB Riser Rngs Size2	100	\$4.75	\$475.00	\$4.05	\$405.00
377	VB Riser Rng 03"	VB Riser Rngs Size3	100	\$6.75	\$675.00	\$6.56	\$656.00
378	VB Riser Rng 04"	VB Riser Rngs Size4	50	\$7.30	\$365.00	\$7.08	\$354.00
379	VB Riser Rng 06"	VB Riser Rngs Size6	50	\$9.80	\$490.00	\$9.59	\$479.50
380	VB Screw Type Riser	69 Tyler Screw Type Adj Riser	10	\$18.23	\$182.30	\$17.66	\$176.60
381	VB Throat Riser	69-A CI Adj Slip Vlv Box Throat Riser	50	\$18.00	\$900.00	\$17.66	\$883.00
382	Vlv Ext 01"	Valve Ext. Size1	10	\$32.25	\$322.50	\$35.79	\$357.90
383	Vlv Ext 02"	Valve Ext. Size2	20	\$37.20	\$744.00	\$39.95	\$799.00
384	Vlv Ext 03"	Valve Ext. Size3	20	\$40.50	\$810.00	\$42.10	\$842.00
385	Vlv Ext 04"	Valve Ext. Size4	20	\$43.20	\$864.00	\$45.26	\$905.20
386	Vlv Ext 05"	Valve Ext. Size5	10	\$47.15	\$471.50	\$49.47	\$494.70
387	Vlv Ext 06"	Valve Ext. Size6	10	\$50.15	\$501.50	\$52.63	\$526.30
388	Bnd 03" GXG 90	3 90° GXG Bend	1	\$3.00	\$3.00	\$3.36	\$3.36
389	Bnd 03" HXH 45	3 45° HXH Bend	1	\$3.10	\$3.10	\$4.52	\$4.52
390	Bnd 03" HXH 90	3 90° HXH Bend	1	\$3.00	\$3.00	\$3.36	\$3.36
391	Bnd 04" GXG 11-1/4	4 11-1/4 GXG Bend	1	\$17.00	\$17.00	\$14.81	\$14.81
392	Bnd 04" GXG 22-1/2	4 22-1/2 GXG Bend	1	\$12.80	\$12.80	\$13.72	\$13.72
393	Bnd 04" GXG 45	4 45° Bend	1	\$9.90	\$9.90	\$10.33	\$10.33
394	Bnd 04" GXG 90	4 90° GXG Bend	1	\$17.00	\$17.00	\$18.36	\$18.36
395	Bnd 04" GXSP 22-1/2	4 22-1/2 GXStreet Bend	1	\$12.15	\$12.15	\$13.13	\$13.13
396	Bnd 04" GXSP 45	4 45 GXStreet Bend	1	\$9.25	\$9.25	\$9.53	\$9.53
397	Bnd 04" HXH 11-1/4	4 11-1/4 HXH Bend	1	\$4.50	\$4.50	\$17.80	\$17.80
398	Bnd 04" HXH 22-1/2	4 22-1/2 HXH Bend	1	\$4.00	\$4.00	\$7.03	\$7.03
399	Bnd 04" HXH 45	4 45° HXH Bend	1	\$4.65	\$4.65	\$11.30	\$11.30
400	Bnd 04" HXH 90	4 90° HXH Bend	1	\$5.10	\$5.10	\$16.71	\$16.71

	A	B	F	G	H	I	J
401	Bnd 06" GXG 11-1/4	6 11-1/4 GXG Bend	1	\$30.00	\$30.00	\$26.90	\$26.90
402	Bnd 06" GXG 22 1/2	6 22 1/2 GXG Bend	1	\$23.50	\$23.50	\$13.72	\$13.72
403	Bnd 06" GXG 45	6 45° GXG Bend	1	\$17.50	\$17.50	\$18.97	\$18.97
404	Bnd 06" GXG 90	6 90° GXG Bend	1	\$18.45	\$18.45	\$20.41	\$20.41
405	Bnd 06" HXH 11-1/2	6 11-1/4 HXH Bend	1	\$34.00	\$34.00	\$22.66	\$22.66
406	Bnd 06" HXH 22-1/2	6 22-1/2 HXH Bend	1	\$17.00	\$17.00	\$17.58	\$17.58
407	Bnd 08" GXG 11-1/4	8 11-1/4 GXG Bend	1	\$85.00	\$85.00	\$49.45	\$49.45
408	Bnd 08" GXG 22-1/2	8 22-1/2 GXG Bend	1	\$41.50	\$41.50	\$45.92	\$45.92
409	Bnd 08" GXG 45	8 45° GXG Bend	1	\$42.50	\$42.50	\$47.15	\$47.15
410	Bnd 08" GXG 90	8 90° GXG Bend	1	\$82.00	\$82.00	\$85.69	\$85.69
411	Bnd 08" HXH 11-1/4	8 11-1/4 HXH Bend	1	\$65.00	\$65.00	\$48.91	\$48.91
412	Bnd 08" HXH 22-1/2	8 22-1/2 HXH Bend	1	\$48.00	\$48.00	\$47.95	\$47.95
413	Cap 03"	3 GXG Cap	1	\$2.15	\$2.15	\$2.00	\$2.00
414	Plug 08" Gripper	08 Gripper Plug	6	\$26.00	\$156.00	\$26.15	\$156.90
415	Cap 03"	3 GXG Cap	1	\$2.15	\$2.15	\$2.00	\$2.00
416	Coup 04" CXP Fernco	4 CXP Strongback Coupling	12	\$12.50	\$150.00	\$22.63	\$271.56
417	Coup 04" PXP Fernco	4 PXP Strongback Coupling	12	\$8.50	\$102.00	\$15.44	\$185.28
418	Coup 06" CXP Fernco	6 CXP Strongback Coupling	8	\$26.00	\$208.00	\$38.37	\$306.96
419	Coup 06" PXP Fernco	6 PXP Strongback Coupling	8	\$17.00	\$136.00	\$29.41	\$235.28
420	Coup 08" CXP Fernco	8 CXP Strongback Coupling	20	\$24.25	\$485.00	\$43.64	\$872.80
421	Coup 08" PXP Fernco	8 PXP Strongback Coupling	20	\$24.75	\$495.00	\$43.64	\$872.80
422	Coup 10" CXP Fernco	10 CXP Strongback Coupling	2	\$56.15	\$112.30	\$56.78	\$113.56
423	Coup 10" PXP Fernco	10 PXP Strongback Coupling	2	\$36.00	\$72.00	\$56.78	\$113.56
424	Coup 12" CXP Fernco	12 CXP Strongback Coupling	6	\$85.47	\$512.82	\$69.51	\$417.06
425	Coup 12" PXP Fernco	12 PXP Strongback Coupling	6	\$46.00	\$276.00	\$69.51	\$417.06
426	Coup 15" CXP Fernco	15 CXP Strongback Coupling	2	\$146.84	\$293.68	\$131.23	\$262.46
427	Coup 15" PXP Fernco	15 PXP Strongback Coupling	2	\$121.00	\$242.00	\$118.77	\$237.54
428	Nipple 01"x03" SS	1x3 Nipple	10	\$5.25	\$52.50	\$2.65	\$26.50
429	Nipple 02"x03" SS	2x3 Nipple	10	\$7.10	\$71.00	\$5.00	\$50.00
430	Nipple 02"x04" SS	2x4 Nipple	10	\$9.15	\$91.50	\$6.46	\$64.60
431	Nipple 03"x03" SS	3x3 Nipple	10	\$17.00	\$170.00	\$14.60	\$146.00
432	Nipple 04"xCL SS	4x4 Nipple	10	\$39.00	\$390.00	\$30.99	\$309.90
433	Nipple 3/4"x 02" SS	3/4x 02 SS Nipple	10	\$2.50	\$25.00	\$1.46	\$14.60
434	Nipple 3/4"x 06 SS	3/4x6 SS Nipple	10	\$5.55	\$55.50	\$3.85	\$38.50
435	Nipple 01"x03" SS	1x3 Nipple	10	\$5.25	\$52.50	\$2.65	\$26.50
436	Nipple 02"x06" SS	2x6 SS Nipple	10	\$13.25	\$132.50	\$9.43	\$94.30
437	Tee 06"x"06"x04"	6x6x4 Gasketed Tee	8	\$28.00	\$224.00	\$31.08	\$248.64
438	Tee 06"x06"x06"	6x6x6 Gasketed Tee	6	\$30.00	\$180.00	\$33.43	\$200.58
439	Tee 08"x08"x04"	8x8x4 Gasketed Tee	8	\$37.50	\$300.00	\$42.14	\$337.12
440	Tee 08"x08"x06"	8x8x6 Gasketed Tee	8	\$43.00	\$344.00	\$64.93	\$519.44

	A	B	F	G	H	I	J
441	Tee 08"x08"x08"	8x8x8 Gasketed Tee	8	\$64.00	\$512.00	\$69.45	\$555.60
442	Tee 10"x10"x04"	10x10x4 Gasketed Tee	8	\$95.50	\$764.00	\$105.30	\$842.40
443	Tee 10"x10"x06"	10x10x6 Gasketed Tee	8	\$96.40	\$771.20	\$107.40	\$859.20
444	Tee 12"x12"x04"	12x12x4 Gasketed Tee	8	\$119.50	\$956.00	\$134.47	\$1,075.76
445	Tee 12"x12"x06"	12x12x6 Gasketed Tee	8	\$125.00	\$1,000.00	\$140.83	\$1,126.64
446	Tee 06"x"06"x04"	6x6x4 Gasketed Tee	8	\$28.00	\$224.00	\$31.08	\$248.64
447	Wye 06"x06"x04"	6x6x4 Gasketed Wye	8	\$27.50	\$220.00	\$30.99	\$247.92
448	Wye 06"x06"x06"	6x6x6 Gasketed Wye	8	\$34.45	\$275.60	\$38.01	\$304.08
449	Wye 08"x08"x04"	8x8x4 Gasketed Wye	8	\$38.50	\$308.00	\$42.98	\$343.84
450	Wye 08"x08"x06"	8x8x6 Gasketed Wye	8	\$65.50	\$524.00	\$49.33	\$394.64
451	Wye 08"x08"x08"	8x8x8 Gasketed Wye	8	\$77.50	\$620.00	\$86.43	\$691.44
452	Wye 10"x10"x04"	10x10x4 Gasketed Wye	8	\$97.25	\$778.00	\$108.76	\$870.08
453	Wye 10"x10"x06"	10x10x06 Gasketed Wye	8	\$99.00	\$792.00	\$110.52	\$884.16
454	Wye 12"x12"x04"	12x12x4 Gasketed Wye	8	\$132.75	\$1,062.00	\$148.60	\$1,188.80
455	Wye 12"x12"x06"	12x12x6 Gasketed Wye	8	\$134.25	\$1,074.00	\$150.53	\$1,204.24
456	Wye 15"x15"x06"	15x15x06 Gasketed Wye	4	\$225.95	\$903.80	\$254.20	\$1,016.80
457	Wye 06"x06"x04"	6x6x4 Gasketed Wye	4	\$27.50	\$110.00	\$30.99	\$123.96
458	MH Ring 23.5" Stndrd	250-24A Import Manhole Ring Only	5	\$85.00	\$425.00	\$66.25	\$331.25
459	MH Riser Rng HDPE 1"	24R125 1-1/4 Ladtech Riser	50	\$22.50	\$1,125.00	\$27.45	\$1,372.50
460	MH Riser Rng HDPE 2"	MH Riser Ring HDPE 24x2	50	\$22.50	\$1,125.00	\$27.45	\$1,372.50
461	MH Riser Rng HDPE 4"	MH Riser Ring HDPE 24x4	50	\$33.00	\$1,650.00	\$38.45	\$1,922.50
462	MH Slp Riser HDPE 1"	24S150 1-1/2 Slope Ladtech	50	\$22.50	\$1,125.00	\$27.45	\$1,372.50
463	MH St. Riser 23.25x2	250-24Ax2 IMPT Manhole Riser	50	\$30.00	\$1,500.00	\$28.03	\$1,401.50
464	MH St. Riser 23.25x3	250-24Ax3 IMPT Manhole Riser	50	\$43.00	\$2,150.00	\$42.30	\$2,115.00
465	MH St. Riser 24"x2"	3101 2 Manhole Riser Import	25	\$30.00	\$750.00	\$27.52	\$688.00
466	MH St. Riser 24"x3"	300-24Ax3 Impt MH Riser	25	\$47.50	\$1,187.50	\$46.13	\$1,153.25
467	MH Ring 23.5" Stndrd	250-24A Import Manhole Ring Only	25	\$85.00	\$2,125.00	\$66.25	\$1,656.25
468	Pipe 04"	4 SDR26 Sewer Pipe	60	\$0.90	\$54.00	\$1.35	\$81.00
469	Pipe 06"	6 SDR26 Sewer Pipe	60	\$1.82	\$109.20	\$2.80	\$168.00
470	Pipe 08"	8 SDR26 Sewer Pipe	180	\$3.26	\$586.80	\$5.00	\$900.00
471	Pipe 10"	10 SDR26 Sewer Pipe	40	\$4.92	\$196.80	\$7.80	\$312.00
472	Pipe 12"	12 SDR26 Sewer Pipe	60	\$7.31	\$438.60	\$11.75	\$705.00
473	Pipe 15"	15 SDR26 Sewer Pipe	20	\$11.05	\$221.00	\$16.90	\$338.00
474	Red Water Plug	Red Water Plug Hyd Cement	5	\$26.00	\$130.00	\$27.00	\$135.00
475	Blue Water Plug	Blue Water Plug Hyd Cement	5	\$26.00	\$130.00	\$27.00	\$135.00
476	Trace-a-leak dye tabs	Yellow-Green Dyetabs	5	\$42.00	\$210.00	\$26.99	\$134.95
477	Vlv 01" Ball	1 SS Threaded Ball Valve	5	\$18.00	\$90.00	\$49.20	\$246.00
478	Vlv 02" Air Rel GA	2 GA Sewer Air/Vac Valve 60448	3	\$770.00	\$2,310.00	\$816.00	\$2,448.00
479	Vlv 02" Air Relief	2 ARI Sewer Air/Vac Valve	3	\$1,000.00	\$3,000.00	\$1,249.00	\$3,747.00
480	Vlv 02" Ball	2 SS Ball Valve	3	\$44.00	\$132.00	\$148.71	\$446.13

	A	B	F	G	H	I	J
481	Vlv 03" Air Rel	Val-Mat 49A.2 Air Release Valve	3	\$600.00	\$1,800.00	\$739.00	\$2,217.00
482	Vlv 04" Air Rel	Val-Mat 49A.3 Air Release Valve	3	\$650.00	\$1,950.00	\$810.00	\$2,430.00
483	Vlv 3/4" Ball SS	3/4 SS Ball Valve	3	\$13.75	\$41.25	\$34.15	\$102.45
484	Vlv 01" Ball SS	1 SS Threaded Ball Valve	5	\$18.00	\$90.00	\$49.20	\$246.00
485	Vlv 03" Ball SS	3 SS Stainless Steel Ball Valve	5	\$119.00	\$595.00	\$424.99	\$2,124.95
486	Vlv 3 threaded" D-023-250psi AF	Threaded Combo Valve All Threaded SS	3	\$5,393.00	\$16,179.00	\$5,535.00	\$16,605.00
487	Vlv 2" Nylon Body D-025 ARI	150 PSI Nylon Combo Air Valve	3	\$1,011.00	\$3,033.00	\$1,249.00	\$3,747.00
488	Vlv 3" nylon Body D-025 ARI	150 PSI Nylon Combo Air Valve	3	\$1,278.00	\$3,834.00	\$1,450.00	\$4,350.00
489	Vlv 4" nylon body D-025 ARI	150 PSI Nylon Combo Air Valve	3	\$1,437.00	\$4,311.00	\$1,575.00	\$4,725.00
490	Vlv 2" All SS D-025 ARI	150 PSI SS Combo Air Valve	3	\$3,159.00	\$9,477.00	\$3,315.00	\$9,945.00
491	Vlv 3" All SS D-025 ARI	150 PSI SS Combo Air Valve	3	\$3,731.00	\$11,193.00	\$3,915.00	\$11,745.00
492	Vlv 4" All SS D-025 ARI	D-025 ARI 4 Valve	3	\$4,139.00	\$12,417.00	\$4,321.05	\$12,963.15
493	Vlv 6" D-026 ARI Combo Valve	D-026 ARI 6 Valve	3	\$10,189.00	\$30,567.00	\$10,299.00	\$30,897.00
494	Vlv 8" D-026 ARI Combo Valve	D-026 ARI 8 Valve	3	\$14,165.00	\$42,495.00	\$14,499.00	\$43,497.00
495	TOTAL - ITEMS BID ON BY BOTH SUPPLIERS = 487				\$504,967.89		\$545,205.76
496	Hyd Ext Kit 06" AVK	6 AVK Hydrant Ext. Kit	1	\$213.65	\$213.65		no bid
497	Hyd Ext Kit 12" AVK	12 AVK Hydrant Ext. Kit	1	\$250.17	\$250.17		no bid
498	Hyd Ext Kit 24" AVK	24 AVK Hydrant Ext. Kit	1	\$323.22	\$323.22		no bid
499	Hyd Trf Rpr Kit AVK	AVK Traffic Repair Kit 2700	3	\$85.68	\$257.04		no bid
500	Hyd Bonnet Rpr Kit M	Hydrant Bonnet Repair Kit Mueller	1	\$34.95	\$34.95		no bid
501	Hyd Ft Vlv Rpr Kit M	Hydrant Foot Valve Kit Mueller	1	\$325.00	\$325.00		no bid
502	Hyd Upper Barrel M	Hydrant Upper Barrel Mueller	1	\$1,015.00	\$1,015.00		no bid
503	Hyd Bonnet Rpr Kit W	Hydrant Bonnet Repair Kit Waterous	1	\$88.48	\$88.48		no bid
504	Hyd Ft Vlv Rpr Kit W	Hydrant Foot Valve Repair Kit Waterous	1	\$75.61	\$75.61		no bid
505	Hyd Shoe Rpr Kit M	Hydrant Shoe Repair Kit Mueller Size5.25 VO Before 1997	1	\$83.65	\$83.65		no bid
506	Mtr Box Ext 18"x24"	Meter Box Ext. Size18x24	50	\$44.62	\$2,231.00		no bid
507	MW 18"x36" PVC	Meter Well 18x36 PVC	300	\$25.30	\$7,590.00		no bid
508	MW 24"x36" PVC	Meter Well 24x36 PVC	50	\$43.50	\$2,175.00		no bid
509	MW 36"x36" PVC	Meter Well 36x36 PVC	75	\$155.00	\$11,625.00		no bid
510	MW Ext 18" Slted	Meter Well 18x22 Slanted Ext.	20	\$30.00	\$600.00		no bid
511	MW Ext 18"x03"	Meter Box Ext. Size18x3	50	\$26.44	\$1,322.00		no bid
512	MW Ext 18"x06"	Meter Box Ext. Size18x6	50	\$29.02	\$1,451.00		no bid
513	MW Ext 18"x12"	Meter Box Ext. Size18x12	50	\$36.98	\$1,849.00		no bid
514	MW Ext 24"x12"	Meter Box Ext. Size24x12	10	\$64.53	\$645.30		no bid
515	MW Ext 36"x03"	Meter Box Ext. Size36x3	5	\$59.15	\$295.75		no bid
516	MW Ext 36"x04"	36 ADS N-12 Solid 36x4 Riser	5	\$103.87	\$519.35		no bid
517	MW Ring 24" 2209	24 Ring Only	50	\$72.00	\$3,600.00		no bid
518	MW Lid 24" 2209	24 Lid Only	50	\$56.00	\$2,800.00		no bid
519	Mtr Ext 06"	Meter Ext. 6	1	\$123.00	\$123.00		no bid
520	Blk Concrete 4x8x16	Concrete Block 4x8x16	100	\$1.14	\$114.00		no bid

	A	B	F	G	H	I	J
521	Blk Concrete 8x8x16	Concrete Block 8x8x16	100	\$1.55	\$155.00		no bid
522	Bricks Concrete	Concrete Bricks	200	\$0.59	\$118.00		no bid
523	ALOCK 12"	12 ALOK G3-1208	4	\$30.00	\$120.00		no bid
524	ALOCK 12"	12 ALOK G3-1208	4	\$30.00	\$120.00		no bid
525	Bnd 03" GXG 11-1/4	3 11-1/4 GXG Bend	1	\$14.00	\$14.00		no bid
526	Bnd 03" GXG 22-1/2	3 22-1/2 GXG Bend	1	\$14.50	\$14.50		no bid
527	Bnd 03" HXH 11-1/4	3 11-1/4 GXG Bend	1	\$14.00	\$14.00		no bid
528	Bnd 03" HXH 22-1/2	3 22-1/2 HXH Bend	1	\$14.50	\$14.50		no bid
529	Bnd 03" GXG 11-1/4	3 11-1/4 GXG Bend	1	\$14.00	\$14.00		no bid
530	Cap 04" Swr	4 GXG Cap	1	\$9.00	\$9.00		no bid
531	Cap 06" Swr	6 GXG Cap	8	\$20.00	\$160.00		no bid
532	Cap 08"	8 GXG Cap	8	\$29.00	\$232.00		no bid
533	Cap 10"	10 GXG Cap	1	\$58.00	\$58.00		no bid
534	Cap 12"	12 GXG Cap	2	\$87.00	\$174.00		no bid
535	Coup 03" CXP Fernco	3 CXP Strongback Coupling	2	\$15.00	\$30.00		no bid
536	Coup 03" CXP Fernco	3 CXP Strongback Coupling	1	\$15.00	\$15.00		no bid
537	MH Ring 24" Low Prof	24 Low Profile 3 MH ring	5	\$222.69	\$1,113.45		no bid
538	MH Ring 24" Standard	LS101A Manhole Ring & Lid LS101B	5	\$371.14	\$1,855.70		no bid
539	MH Ring 24x4" Lo Pro	24 Low Profile 4 MH Ring	5	\$222.69	\$1,113.45		no bid
540	MH Ring Std. bolt do	Slab Bolt Down Manhole Ring Size	5	\$418.11	\$2,090.55		no bid
541	MH St. Riser 23.25x1	1 Manhole Riser 23.25x1 Street Riser	50	\$180.81	\$9,040.50		no bid
542	MH St. Riser 24"x1"	1 Manhole Riser 24x1 Street Riser	25	\$180.81	\$4,520.25		no bid
543	Pipe Patch 08"x24" W	8x24 Pipe patch Kit	4	\$460.00	\$1,840.00		no bid
544	Pipe Patch 08"x48" W	8x48 Pipe Patch Kit	4	\$665.00	\$2,660.00		no bid
545	Pipe Patch 10"x24" W	10x24 Pipe Patch Kit	1	\$533.00	\$533.00		no bid
546	Pipe Patch 10"x48" W	10x48 Pipe Patch Kit	1	\$733.00	\$733.00		no bid
547	Pipe Patch 12"x24" W	12x24 Pipe Patch Kit	1	\$665.00	\$665.00		no bid
548	Pipe Patch 12"x48" W	12x48 Pipe Patch Kit	1	\$800.00	\$800.00		no bid
549	CCW-704 (Mastic)	30 oz Tube of Mastic	40	\$13.50	\$540.00		no bid
550	Expanding Foam	Expanding Foam (Great Stuff)	40	\$12.50	\$500.00		no bid
551	Expanding Foam Clnr	Expanding Foam Cleaner (Great Stuff)	20	\$8.00	\$160.00		no bid
552	Hyperflex 300 MIL	SG-HF6 Hyperflex 300 MIL 6 PK	5	\$140.00	\$700.00		no bid
553	Proselect	Self Leveling Proselect Sealant	5	\$12.75	\$63.75		no bid
554	Ram-nek 1" (Kent SI)	Kent Seal (14.5 LF per Roll)	10	\$6.00	\$60.00		no bid
555	SealGuard II	SealGuard II Reorder Kit	5	\$355.00	\$1,775.00		no bid
556	XSEAL SG-X -12	Sewer Seal	5	\$255.00	\$1,275.00		no bid
557	Vlv 3" D-23 NS ARI	Combination Air Valve SS	3	\$5,200.00	\$15,600.00		no bid
558	TOTAL - ITEMS BID ON ONLY BY BLUE SPRINGS WINWATER = 62				\$88,507.82		NO BID
559	Pipe 03"	3 SDR26 Sewer Pipe	40		no bid	\$1.70	\$68.00
560	TOTAL - ITEM BID ON BY ONLY SCHULTE SUPPLY = 1				NO BID		\$68.00

	A	B	F	G	H	I	J
561	Fire Hyd 4 AVK	AVK Hydrant 4ft bur 6MJ Yellow	5	no bid		no bid	
562	Fire Hyd 5 AVK	AVK Hydrant 5ft bur 6MJ Yellow	5	no bid		no bid	
563	Fire Hyd 6 AVK	AVK Hydrant 6ft bur 6MJ Yellow	2	no bid		no bid	
564	Fire Hyd 7 AVK	2780-12 AVK Hydrant 7 ft bur 6MJ Yellow	1	no bid		no bid	
565	Fire Hyd 8 AVK	2780-14 AVk Hydrant 8 ft bur 6MJ Yellow	1	no bid		no bid	
566	Fire Hyd 9 AVK	2780-16 AVK Hydrant 9 ft bur 6MJ Yellow	1	no bid		no bid	
567	Fire Hyd 4 W	Waterous Hydrant 4ft bur 6MJ Yellow	1	no bid		no bid	
568	Fire Hyd 5 W	Waterous Hydrant 4ft bur 6MJ Yellow	1	no bid		no bid	
569	Fire Hyd 6 W	Waterous Hydrant 4ft bur 6MJ Yellow	1	no bid		no bid	
570	Mtr 01 1/2"	1-1/2" Omni R2, all wheel 100 gal w/100W Itron Ert	15	no bid		no bid	
571	Mtr 01"	1" Sensus Meter in gals w/100W Itron Ert	20	no bid		no bid	
572	Mtr 02"	2" Omni R2, all wheel 100 gal w/100W Itron Ert	25	no bid		no bid	
573	Mtr 02" Cmpd	2" Omni C2 Turbo Lenght Compound Meter, all wheel 100 gal w/100W Itron Ert	5	no bid		no bid	
574	Mtr 03" Cmpd	3" Omni C2 Compound Meter, 100 gal w/Itron Ert all wheel 100 gal w/100W Itron	5	no bid		no bid	
575	Mtr 04" Cmpd	4" Omni C2 Compound Meter, 100 gal w/Itron Ert all wheel 100 gal w/100W Itron	5	no bid		no bid	
576	Mtr 06" Turbine	6" Omni C2 Compound Meter, 100 gal w/Itron Ert all wheel 100 gal w/100W Itron	5	no bid		no bid	
577	Mtr 3/4" Str	Meter Water, (straight 3/4) Size0.75	20	no bid		no bid	
578	Mtr 5/8"x3/4"	5/8"x3/4" Sensus Meter in gals w/100 W Itron Ert	300	no bid		no bid	
579	TOTAL - ITEMS NOT BID ON BY BOTH SUPPLIERS = 18				NO BID		NO BID
580							
581	Based on the items bid by both companies (487 Items-Line 495)-Blue Springs Winwater pricing is 8% less than Schulte Supply pricing.						

Packet Information

File #: 2017-0997, **Version:** 1

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

Issue/Request:

The applicant proposes to rezone 15.7 acres located at the southeast corner of SW Raintree Dr and SW Raintree Pkwy from CP-2 (Planned Community Commercial) to R-1 (Single-family Residential) for a proposed 31-lot single-family residential subdivision to be known as Creekside at Raintree. The proposed subdivision is compatible with adjacent subdivisions.

- 31 lots and 6 common area tracts on 15.7 acres
- 2.0 units per acre, including common area
- 2.7 units per acre, excluding common area

Proposed City Council Motion:

I move to direct staff to present an ordinance approving Appl. #PL2017-005 - REZONING from CP-2 to R-1 - approximately 16 acres located at the southeast corner of SW Raintree Dr and SW Raintree Pkwy for the proposed Creekside at Raintree; Landrock Development, LLC, applicant.

Recommendation: Staff recommends **APPROVAL** of the rezoning.

Committee Recommendation:

PLANNING COMMISSION ACTION: On motion of Mr. Delibero and seconded by Mr. Lopez, the Planning Commission voted unanimously by voice vote on February 28, 2017, to recommend **APPROVAL** of **Appl. #PL2017-005 - REZONING from CP-2 to R-1 - approximately 16 acres located at the southeast corner of SW Raintree Dr and SW Raintree Pkwy for the proposed Creekside at Raintree; Landrock Development, LLC, applicant, subject to staff's letter, dated February 24, 2017.**

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

4. Continued Application #PL2016-209 - REZONING from R-1 & CP-2 to PMIX and PRELIMINARY DEVELOPMENT PLAN - Pryor Lakes, approximately 32 acres located at the northwest corner of NW Chipman Rd and NW Pryor Rd; Christie Development Association, LLC, applicant

Chairperson Norbury opened the hearing at 5:18 p.m. and announced that Application PL2016-209 was continued to a date certain of March 28, 2017 at the applicant's request. He asked for a motion to continue.

Mr. Delibero made a motion to continue Application PL2016-209 to a date certain of March 28, 2017. Ms. Roberts seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. Delibero, seconded by Ms. Roberts, the Planning Commission members voted unanimously by voice vote to **CONTINUE** Application PL2016-209 to a date certain of March 28, 2017.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

5. Application #PL2017-005 - REZONING from CP-2 to R-1 - approximately 16 acres located at the southeast corner of SW Raintree Dr. and SW Raintree Pkwy. for the proposed Creekside at Raintree; Landrock Development, LLC, applicant

Chairperson Norbury opened the hearing at 5:19 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. William Nedds of HDR gave his address as 3741 NE Troon Drive in Lee's Summit. He was present on behalf of Landrock Development. The applicant, Mr. J.P. Roberts, wanted to rezone 16 acres at the southeast corner of Raintree Drive and Raintree Parkway from Planned Community Commercial (CP-2) to Single Family Residential (R-1). The development would be 31 single-family homes, with lot density and unit sizes comparable with the properties at Raintree, adjacent to the north and west. Some common area tracts, would include future boat parking, would be dedicated to the Raintree Property Owners Association. The Raintree Lake POA would develop the boat parking area in the future, and submit a final development plan for the area.

Following Mr. Nedds' presentation, Chairperson Norbury asked for staff comments.

Mr. Soto entered Exhibit (A), list of exhibits 1-14 into the record. He related that the property was annexed to Lee's Summit in 1976, and was zoned commercial at that time. In 2001 it was converted to CP-2 zoning. The 2005 Comprehensive Plan showed this particular corner as low-

density residential, as the property was more suited to residential than commercial use. That same use already existed to the north, west and to the east to some extent. Staff had looked at the surrounding uses the Comprehensive Plan and supported the rezoning request. A residential compatibility table included in the packets provided statistics about this proposed development compared to the adjacent Raintree subdivisions. The density of the proposed project was slightly lower, about two units per acre, including the common area compared with 2.5 to 3 for the other subdivisions. Lot sizes were also a little larger, slightly under 14,000 square feet and the neighboring subdivisions were 10,000-12,000 square feet. The proposed rezoning was essentially consistent with other existing developments nearby.

Following Mr. Soto's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. As there were none, he then asked if the Commission had questions for the applicant or staff.

Ms. Roberts asked if it was correct that the property was zoned commercial chiefly because that was the zoning when it was annexed in 1976. Mr. Soto replied that it was. At that time, unless a specific development was proposed, the existing zoning would be retained. It had not been established by the City for any specific purpose. Ms. Roberts then asked if staff had a view of the property on a smaller scale than the one at the back of the packet. She wanted to know in particular where the city limits were in relation to the property. Mr. Soto displayed a map and pointed out the city limit at the property's east boundary. The large residential lots shown to the east were not within the city limits, but the parcel directly to the south was. The structure shown further south was a pump station, which was within the city limits.

Ms. Roberts observed that the packet mentioned large lot homes, but she could only find one. Mr. Soto explained that there were only two, and pointed out the location of both, including a driveway. He believed that both properties had direct access to M-291 but not Raintree Drive. He confirmed for Ms. Roberts that these properties to the east and south were zoned CP-2, a legacy of their annexation to Lee's Summit. None of them had actual commercial use.

Chairperson Norbury closed the hearing at 5:27 p.m. As there was further testimony, he reopened the hearing.

Mr. Paul Landis stated that he was the Raintree Lake Property Owners Association liaison to the CEDC, and gave his address as 825 SW Raintree Drive. They had been working with this developer, who had been very cooperative, for about two years; and believed that the proposed zoning was appropriate for this property, and the POA board had voted unanimously to support the rezoning. The POA had purchased the property to the south, which was zoned CP-2. They did not intend any kind of commercial development in that area, and everything around it was residential.

Chairperson Norbury asked if there was any further commentary. Hearing none, he closed the public hearing at 5:29 p.m. and asked for discussion among the Commission members, or for a motion.

Mr. DeMoro made a motion to recommend approval of Application PL2017-005, Rezoning from CP-2 to R-1, approximately 16 acres located at the southeast corner of SW Raintree Dr. and SW Raintree Pkwy. for the proposed Creekside at Raintree; Landrock Development, LLC, applicant; subject to staff's letter of February 24, 2017. Mr. Lopez seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Lopez, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2017-005, Rezoning from CP-2 to R-1, approximately 16 acres located at the southeast corner of SW Raintree Dr. and SW Raintree Pkwy. for the proposed Creekside at Raintree; Landrock Development, LLC, applicant; subject to staff's letter of February 24, 2017.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

OTHER AGENDA ITEMS

6. Application #PL2017-006 - PRELIMINARY PLAT - Creekside at Raintree, Lots 1-31 & Tracts A-F; Landrock Development, LLC, applicant
--

Mr. William Nedds of HDR gave his address as 3741 NE Troon Drive in Lee's Summit. He was present on behalf of Landrock Development. He stated that the plat was for 31 proposed lots, on the property located at the southeast corner of SW Raintree Drive and SW Raintree Parkway.

Chairperson Norbury then asked for any questions or discussion.

Ms. Roberts had concerns about the layout cutting off access to the properties directly to the east. She did not see any way that a property owner there could get access off either Raintree Drive or Raintree Parkway. They would have access only off the highway, which was not generally something the City encouraged.

Mr. Paul Roberts Jr. gave his address as 21401 E. 34th Street, South in Independence. His family had been the original developers at Raintree Lake. The properties to the east had always had direct access to M-291; and the owners had specifically wanted to be excluded from the Raintree project. Due to these property owners having direct access to M-291, there had been no need to include a road into Raintree. When the property was developed, County Line Road ran through a portion of the property indicated on the map by a red jog. County Line had been abandoned for a number of years and was no longer an access; and this was at the request of both Raintree and the property owners to the east.

Ms. Roberts pointed out that property often changed hands over the years; and this was a strip of property located right along the state highway. In the long term, this being the only access could be a problem if changes occurred such as the highway being widened and possibly then converted to limited access. Mr. Roberts related that around the late 1990s the property to the north that ran parallel to M-291 had been subject to a condemnation, and Raintree had been a part of that. The state had taken all the right-of-way it needed from the Raintree development. That was what had left the remaining properties with direct access only to M-291.

Mr. John Roberts, the owner of Landrock Development, gave his address as 21401 E. 34th Street South in Independence. Concerning future easement access, he related that the church on the northeast corner had land available for easement access on that side. Ms. Roberts responded that this still severely limited the potential future use of either parcel; and parcels of land with poor access often eventually became blighted areas. Mr. Roberts answered that he considered the easement access at the church's location would be more beneficial. A creek ran through that area and the duck pond shown at the north end of the plat had a spillover, with increased flow in heavy rains. It would be better to get the access from the side where the church was than to create an additional street that would not go anywhere.

Ms. Roberts asked Mr. Soto what was the distance between Raintree Drive and the proposed SW Meadowbrook Drive, noting that they looked rather close. Mr. Soto estimated that it was about 400 feet; with the minimum separation for collector roads being 300 feet. He added that staff would take a closer look at, since this was an estimation.

Mr. Gustafson asked about the width-to-depth ratio of lots 13-19. Mr. Soto explained that the City did not have minimum requirements for ratios. There was a minimum required lot width of 70 feet for single-family lots; and lots 13-19 all met that requirement. Mr. Gustafson then noted that he did not see a sidewalk on the east side of Raintree Parkway. Mr. Soto replied that the developers would construct a sidewalk for a portion of the frontage, ending at the connection to Raintree Parkway. It would extend one block south of the Meadowbrook Drive entrance. They would provide a segment on Raintree Drive as well.

Mr. DeMoro asked if the Raintree POA owned the property where the pump house was, adding that he did not see any access off Raintree Parkway. Mr. John Roberts answered that the pump house was on about 15 acres that the applicants had sold to the POA. He referred Mr. DeMoro to the listing for Tract F, "Future Boat Parking", which would be the access point to the pump station. The pump house was on level ground in relation to the dam. Mr. DeMoro then asked which lake the creek that Mr. Roberts had mentioned ran into, and Mr. Roberts answered that it ran into Winnebago Lake.

Mr. DeMoro asked about a possible situation, such as some future construction where the creek could not get to Winnebago, and asked if there was enough land to channel the water somewhere else. Mr. Nedds explained that this was not likely to be feasible. The Missouri Department of Natural Resources required a permit for that kind of thing; and one of the requirements was no impacts upstream. It would be difficult to get a project approved that would restrict the flow of the creek.

Mr. Delibero added that he lived in the area, Mr. Roberts had been correct about the creek that flowed to the duck pond. That could also create issues with the DNR.

As there were no more questions, Chairperson Norbury called for a motion.

Mr. Delibero made a motion to approve Application PL2017-006, Preliminary Plat, Creekside at Raintree, Lots 1-31 & Tracts A-F; Landrock Development, LLC, applicant; subject to staff's letter of February 24, 2017. Mr. DeMoro seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. Mr. Delibero, seconded by Mr. DeMoro, the Planning Commission members voted unanimously by voice vote to **APPROVE** Application PL2017-006, Preliminary Plat, Creekside at Raintree, Lots 1-31 & Tracts A-F; Landrock Development, LLC, applicant; subject to staff's letter of February 24, 2017.

PUBLIC COMMENTS

There were no public comments at the meeting.

ROUNDTABLE

Chairperson Norbury stated that there had been an increasing number of questions and issues that the Commission had needed to discuss or cover in a work session. He had been talking with Mr. McKay about setting this up; but wanted to know from the Commissioners if there were any topics or questions in particular they wanted included. Mr. Delibero suggested bringing back the training session that new Commission members formerly had. Mr. Funk wanted some discussion about the PMIX zoning designation. Chairperson was interested in a discussion about the future of housing and how development patterns might change.

ADJOURNMENT

There being no further business, Chairperson Norbury adjourned the meeting at 5:48 p.m.

PC 022417

City of Lee's Summit

Development Services Department

February 24, 2017

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director of Planning and Special Projects *RGM*
RE: **PUBLIC HEARING – Appl. #PL2017-005 – REZONING from CP-2 to R-1 – approximately 16 acres located at the southeast corner of SW Raintree Dr and SW Raintree Pkwy for the proposed Creekside at Raintree; Landrock Development, LLC, applicant**

Commentary

The applicant proposes to rezone 15.7 acres located at the southeast corner of SW Raintree Dr and SW Raintree Pkwy from CP-2 (Planned Community Commercial) to R-1 (Single-family Residential) for a proposed 31-lot single-family residential subdivision to be known as Creekside at Raintree. The proposed subdivision is compatible with adjacent subdivisions.

- 31 lots and 6 common area tracts on 15.7 acres
- 2.0 units per acre, including common area
- 2.7 units per acre, excluding common area

This application is related to Application #PL2017-006 for a preliminary plat, also on this agenda.

Recommendation

Staff recommends **APPROVAL** of the rezoning.

Project Information

Proposed Use: single-family residential subdivision

Land Area: 15.7 acres, including common area; 11.4 acres, excluding common area

Lots: 31 lots and 6 common area tracts

Location: southeast corner of SW Raintree Dr and SW Raintree Pkwy

Current Zoning: CP-2 (Planned Community Commercial District)

Proposed Zoning: R-1 (Single-family Residential District)

Surrounding zoning and use:

North (across SW Raintree Dr): R-1 (Single-family Residential District) – single-family residential

South: CP-2 (Planned Community Commercial District) – undeveloped large acreage tracts

East: CP-2 – church; single-family residences outside of city limits

West: R-1 – single-family residential; Raintree Lake

Background

- April 6, 1976 – The subject property was annexed into the city. The property was zoned C-2 in Cass County prior to annexation, which became C-1 (General Business District) upon annexation.
- November 1, 2001 – The property's zoning was reclassified from C-1 to its current CP-2 zoning upon the Unified Development Ordinance (UDO) going into effect.
- June 22, 2004 – The Planning Commission denied a request for rezoning (Application #2003-191) from CP-2 to RP-3 (Planned Residential Mixed Use) and preliminary development plan (Application #2003-190) for a 152 unit apartment complex known as Windward Glen.
- March 14, 2006 – The Planning Commission approved a rezoning (Application #2005-343) and preliminary development plan (Application #2005-344) for the 61-acre Raintree Lake PMIX Development. The proposed development was composed of 130 dwelling units made up of single-family homes, duplexes, 4-unit residences and 6-unit residences. The development also included a mini-warehouse facility located immediately north of the Raintree Lake dam spillway.
- March 14, 2006 – The Planning Commission approved a preliminary plat (Application #2005-412) for *Sunrise Point at Raintree*.
- April 6, 2006 – The City Council continued the rezoning and preliminary development plan for Raintree Lake PMIX Development at the applicant's request. The applicant withdrew the application from consideration on September 7, 2006.

Analysis of Rezoning

Comprehensive Plan. The subject area is identified as low-density residential in the 2005 Lee's Summit Comprehensive Plan. The areas to the north, south, east and west are shown as low-density residential. A portion of the area to the east is outside the city limits.

Surrounding Uses. The areas to the north and west are zoned R-1 and are developed with single-family residential subdivisions. The area to the south is zoned CP-2 and is undeveloped. The area to the east that is located within the city limits is zoned CP-2 and is developed with a church. The area to the east that is located outside the city limits is developed with single-family homes on large acreage tracts.

Recommendation. Staff recommends approval of the rezoning from CP-2 to R-1. The rezoning is consistent with existing development in the area as well as the recommended land use for the area as shown in the 2005 Lee's Summit Comprehensive Plan.

Code and Ordinance Requirements to be met Following Approval

The items in the box below are specific to this subdivision and must be satisfactorily addressed in order to bring this application into compliance with the Codes and Ordinances of the City.

Planning

1. Upon approval of the proposed rezoning by City Council, the applicant will become responsible to provide the appropriate level of right-of-way maintenance (mowing) during each growing season with the defined area abutting their property as defined and outlined in the City's Mowing Policy, approved by Council on November 3, 2005.

RGM/hsj

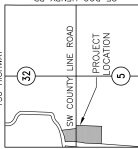
Attachments:

1. Rezoning Exhibit, date stamped February 7, 2017
2. Single-family Residential Compatibility, date stamped January 6, 2017 – 3 pages
3. Location Map

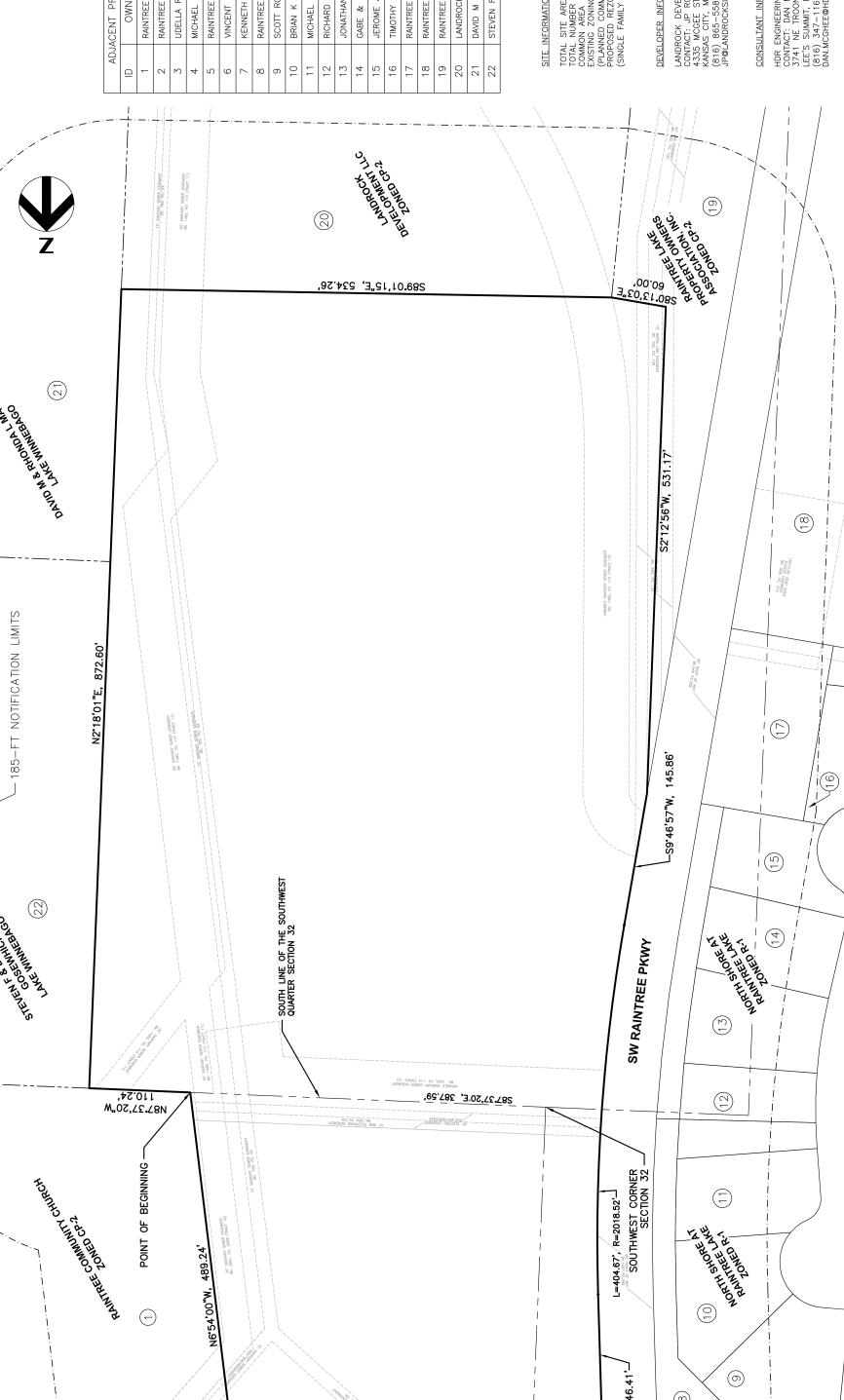
REZONING EXHIBIT FOR CREEKSIDE AT RAINTREE

LOTS 1 THRU 31 AND TRACTS A THRU F IN LEE'S SUMMIT, JACKSON COUNTY / CASS COUNTY, MO

PROPERTY DESCRIPTION:
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 31 AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 31 WEST, IN LEE'S SUMMIT, JACKSON COUNTY, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 NORTH, RANGE 31 WEST, IN LEE'S SUMMIT, CASS COUNTY, ALL IN MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE S87°37'20"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 872.59 FEET TO THE POINT OF BEGINNING; THENCE N06°41'00"W, A DISTANCE OF 489.24 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RAINTREE DRIVE AS PLATTED WITH THE FINAL PLAT OF RAINTREE LAKE LOTS 4-54, THRU 526, A SUBDIVISION IN SAO CITY, COUNTY AND STATE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 884.78 FEET, AN INTERSECTANT BEARING OF S59°42'33"W, AN ARC DISTANCE OF 411.43 FEET, THENCE S07°25'49"W, A DISTANCE OF 188.41 FEET TO A POINT OF CURVE; THENCE SOUTHERLY, ALONG A CURVE TO THE RIGHT, TO WHICH THE PRECEDING CURVE IS TANGENT, HAVING A RADIUS OF 2018.52 FEET, AN ARC DISTANCE OF 404.67 FEET TO A POINT OF BEGINNING; THENCE S07°25'49"W, A DISTANCE OF 188.41 FEET TO A POINT OF CURVE; THENCE S07°25'49"W, ALONG THE EAST LINE OF SAO TRACT 3, A DISTANCE OF 431.17 FEET; THENCE CONTINUING ALONG SAO TRACT 3, A DISTANCE OF 1800 FEET TO A POINT OF BEGINNING; THENCE N02°18'01"E, A DISTANCE OF 872.60 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAO SECTION 32; THENCE N87°37'20"W, ALONG SAO SOUTH LINE, A DISTANCE OF 110.24 FEET TO THE POINT OF BEGINNING.
CONTAINING 15.70 ACRES, MORE OR LESS.



SEC 5 - TMP 66N - R/V - R/W - 100' - 200' - 47N - R/W - 37W
VACUITY SKETCH
NO. 70133-24E



ID	OWNER
1	RAINREE COMMUNITY CHURCH
2	RAINREE LAKE P.O.A.
3	LIBELLA ROSE WINTER - TRUSTEE
4	MICHAEL & ANGELA BURNER
5	RAINREE LAKE P.O.A.
6	VINCENT P & CLEONIA F WOTLEY
7	KENNETH A & MICHELE A SHARP
8	RAINREE LAKE P.O.A.
9	SCOTT ROSS
10	BRIAN K & JULIE C MORGAN
11	MICHAEL D & KIMBERLY A WILLIAMS
12	RICHARD & ROZANNE MOHENSCHNER
13	JONATHAN DAX & JANE L TAYLOR
14	GABE & JAMIE GANCA
15	JEROME J JR & KATHRYN L THOMAS
16	TIMOTHY C MATHIS
17	RAINREE LAKE P.O.A.
18	RAINREE LAKE P.O.A.
19	RAINREE LAKE P.O.A.
20	LANDROCK DEVELOPMENT, LLC
21	DAVID M & RHONDA L MAGERE
22	STEVEN F & BONNET A JOSEWICH

SITE INFORMATION:
TOTAL SITE AREA = 15.70 AC ±
SUBDIVISION AREA = 15.70 AC ±
COMMON AREA = 15.70 AC ±
EXISTING ZONING = CP-2 (AMERICAN)
PROPOSED ZONING = R-1 (SINGLE FAMILY RESIDENTIAL)

DEVELOPER INFORMATION:
LANDROCK DEVELOPMENT, LLC
CONTACT: J.P. ROBERTS
1000 N. STATE ST. SUITE 200
KANASAS CITY, MO 64111
(816) 965-5588
JP@LANDROCKDEVELOPMENT.COM

CONSULTANT INFORMATION:
HDR ENGINEERING, INC.
CONTACT: DAN WICHIE
3741 NE TRONOK DR.
SUITE 1100
LEES SUMMIT, MO 64084
(816) 327-1146
DAN.WICHIE@HDRINC.COM

REZONING EXHIBIT

**LANDROCK DEVELOPMENT, LLC
CREEKSIDE AT RAINTREE
LEE'S SUMMIT, JACKSON COUNTY /
CASS COUNTY, MISSOURI**

PROJECT MANAGER
DAN WICHIE

PROJECT ENGINEER
WILL NEEDS

ISSUE	DATE	DESCRIPTION
B	02-06-17	CITY RESUBMITTAL
A	01-06-17	CITY SUBMITTAL

PROJECT NUMBER 10028825-276408

REZONING EXHIBIT

**LANDROCK DEVELOPMENT, LLC
CREEKSIDE AT RAINTREE
LEE'S SUMMIT, JACKSON COUNTY /
CASS COUNTY, MISSOURI**

SCALE 1" = 80'

FILENAME CR Proj-Rev.dwg SHEET 1

SINGLE FAMILY RESIDENTIAL COMPATIBILITY

All single-family detached developments shall include a statement of compatibility of the proposed development with adjacent, proposed or existing, developments based on the following considerations.

	Name of Plat CREEKSIDE AT RAINTREE	Adjacent Plat # 1 HARBOR COVE	Adjacent Plat # 2 NORTH SHORE AT RAINTREE LAKE	Adjacent Plat # 3
Street Separation between the proposed development and the adjacent development		250-ft	220-ft	
Lots/Acreage	<u>31</u> Lots on 15.7 acres 11.35 W/O CA	22 lots on 7.26 ac	50 lots on 19.84 ac	
Density	<u>1.97</u> Units per acre 2.73 W/O CA	3.03 units/ac	2.52 units/ac	
Restrictions on types of fencing, parking of specific vehicles, dog runs and outbuildings	Raintree Lake Property Owner's Association, Inc. CCR's	Raintree Lake Property Owner's Association, Inc. CCR's	Raintree Lake Property Owner's Association, Inc. CCR's	
Similarity of architectural style and character of structures, including front elevations, exterior materials and roof pitch	Similar style, same HOA	Similar style, same HOA	Similar style, same HOA	<p>RECEIVED</p> <p>JAN 06 2017</p> <p>Planning & Codes Admin</p>

-2017-005-





LEE'S SUMMIT MISSOURI

SINGLE FAMILY RESIDENTIAL COMPATIBILITY

	Name of Plat	Adjacent Plat # 1	Adjacent Plat # 2	Adjacent Plat # 3
	CREEKSIDE AT RAINTREE	HARBOR COVE	NORTH SHORE AT RAINTREE LAKE	
Classification and mixture of building types, including ranch, raised-ranch, split-level, multi-level, earth contact and two-story structures	Predominately ranch, split-level, multi-level, two-story	Predominately split-level, multi-level, two-story	Predominately ranch, multi-level, two-story	
Green space or common area, including areas, structures and amenities for the exclusive use and maintenance of homeowners of a subdivision.	4.35 ac of common area, future boat parking area for HOA use. Access to other HOA amenities.	Green space, lake, walking paths, clubhouse	Green space, lake, walking paths, clubhouse	
Streetscape, include distinctive and aesthetic features of special street signage, street lighting fixtures, street trees, and other landscaping.	LS Standard (Cobra street lights, LS street signs) Monuments.	LS Standard (Cobra street lights, LS street signs) Monuments.	LS Standard (Cobra street lights, LS street signs) Monuments.	
Lot Width	Range: <u>72</u> to <u>80</u> feet; Average: <u>73</u> ft.	68 to 85+/- avg: 75 ft	75 to 95+/- avg: 80 ft	

-2017-005-

RECEIVED

JAN 06 2017

Planning & Codes Admin

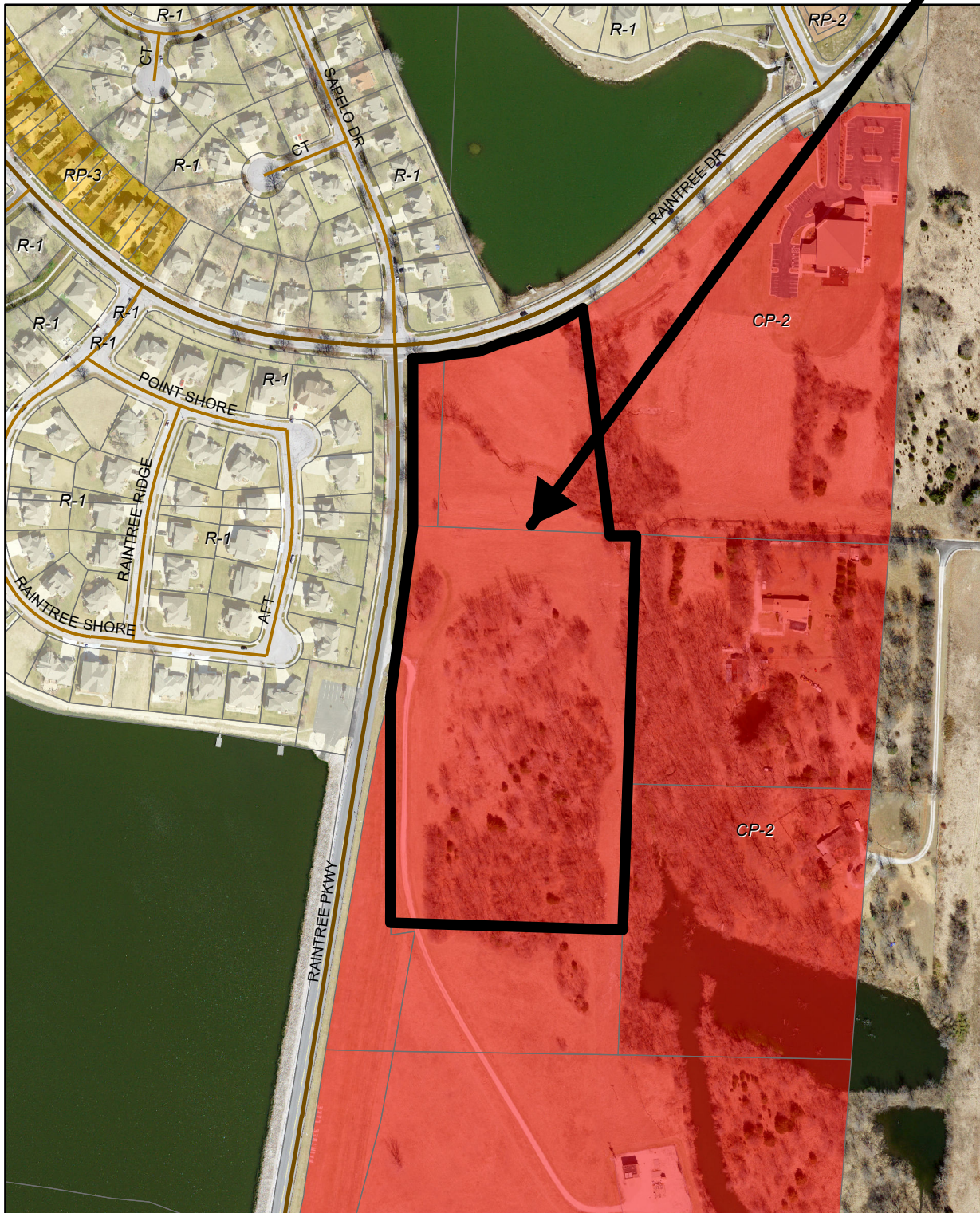


LEE'S SUMMIT MISSOURI

SINGLE FAMILY RESIDENTIAL COMPATIBILITY

	Name of Plat	Adjacent Plat # 1	Adjacent Plat # 2	Adjacent Plat # 3
	CREEKSIDE AT RAIN TREE	HARBOR COVE	NORTH SHORE AT RAIN TREE LAKE	
Lot Area	Range: <u>8,609</u> to <u>21,285</u> square feet; Average: <u>13,700</u> sq. ft.	9,000 to 12,000, 10,000 avg	10,000 to 15,300, 11,950 avg	
Lot Depth	Range: <u>120</u> to <u>264</u> feet; Average: <u>140</u> ft.	120 to 155, 125 avg	120 to 150, 125 avg	
Lots Coverage/Yards/Setbacks	Setbacks: <u>30</u> front, <u>30</u> rear, <u>7.5</u> sides	30 front 30 rear 7.5 sides	30 front 30 rear 7.5 sides	
Square footage of homes in Transition Areas measured by total finished floor area	1,800 sf (ranch) 2,050 sf (other types)	1,500 sf	2,500 sf	2017-105-
Minimum Floor Area Allowed; Actual Floor Area As Constructed	Per HOA CCR's 1,800 sf (ranch) 2,050 sf (other types)	1,300 sf Per HOA CCR's	Per HOA CCR's 1,800 sf (ranch) 2,050 sf (other types)	RECEIVED
Entrance Monumentation	Yes	Yes, Pilaster style	Yes, Pilaster style	JAN 06 2017
Overall Street and Lot Layout	cul-de-sacs	grid, cul-de-sacs	grid, knuckle cul-de-sacs	Planning & Codes Admin

**Appl. #PL2017-005 REZ from CP-2 to R-1
proposed Creekside at Raintree;
Landrock Development, LLC, applicant**



Packet Information

File #: BILL NO. 17-73, **Version:** 1

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

Proposed City Council Motion:

First Motion: I move for a second reading of AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT PLANNED COMMUNITY COMMERCIAL (CP-2) TO DISTRICT SINGLE-FAMILY RESIDENTIAL (R-1), APPROXIMATELY 16 ACRES LOCATED AT THE SOUTHEAST CORNER OF SW RAIN TREE DR AND SW RAIN TREE PKWY FOR THE PROPOSED CREEKSIDE AT RAIN TREE, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Second Motion: I move for adoption of AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM DISTRICT PLANNED COMMUNITY COMMERCIAL (CP-2) TO DISTRICT SINGLE-FAMILY RESIDENTIAL (R-1), APPROXIMATELY 16 ACRES LOCATED AT THE SOUTHEAST CORNER OF SW RAIN TREE DR AND SW RAIN TREE PKWY FOR THE PROPOSED CREEKSIDE AT RAIN TREE, ALL IN ACCORDANCE WITH THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE NO. 5209 FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 17-73

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

WHEREAS, Application #PL2017-005, requesting a change in zoning classification from District Planned Community Commercial (CP-2) to District Single-family Residential (R-1), approximately 16 acres located at the southeast corner of SW Raintree Dr and SW Raintree Pkwy for the proposed Creekside at Raintree; submitted by Landrock Development, LLC, was referred to the Planning Commission to hold a public hearing; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the request on February 28, 2017, and rendered a report to the City Council recommending that the zoning requested be approved; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on March 16, 2017, and rendered a decision to rezone said property.

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

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

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 47 NORTH, RANGE 31 WEST, IN LEE'S SUMMIT, JACKSON COUNTY, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 NORTH, RANGE 31 WEST, IN LEE'S SUMMIT, CASS COUNTY, ALL IN MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE S87°37'20"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 387.59 FEET TO THE POINT OF BEGINNING; THENCE N06°54'00"W, A DISTANCE OF 489.24 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RAINTREE DRIVE AS PLATTED WITH THE FINAL PLAT OF RAINTREE LAKE LOTS 454 THRU 526, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 884.78 FEET, AN INITIAL TANGENT BEARING OF S59°42'33"W, AN ARC DISTANCE OF 411.43 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RAINTREE PARKWAY AS DESCRIBED IN DOCUMENT I-450994, IN BOOK I-1067 AT PAGE 368; THENCE S01°42'15"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 146.41 FEET TO A POINT OF CURVE; THENCE SOUTHERLY, ALONG A CURVE TO THE RIGHT, TO WHICH THE PRECEDING COURSE IS TANGENT, HAVING A RADIUS OF 2018.52 FEET, AN ARC DISTANCE OF 404.67 FEET TO A POINT OF TANGENCY; THENCE S09°46'57"W, ALONG A LINE TANGENT TO THE PRECEDING COURSE, A DISTANCE OF 145.86 FEET TO THE NORTHERNMOST CORNER OF TRACT 3, AS DESCRIBED IN SCHEDULE "A" OF THE WARRANTY DEED RECORDED IN BOOK 805 AT PAGE 257; THENCE S02°12'56"W, ALONG THE EAST LINE OF SAID TRACT 3, A DISTANCE OF 531.17 FEET; THENCE CONTINUING ALONG SAID EAST LINE,

BILL NO. 17-73

S80°13'03"E, A DISTANCE OF 60.00 FEET; THENCE S89°01'15"E, A DISTANCE OF 534.26 FEET; THENCE N02°18'01"E, A DISTANCE OF 872.60 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE N87°37'20"W, ALONG SAID SOUTH LINE, A DISTANCE OF 110.24 FEET TO THE POINT OF BEGINNING. CONTAINING 15.70 ACRES, MORE OR LESS

SECTION 2. That failure to comply with all of the provisions contained in this ordinance shall constitute violations of both this ordinance and the City's Unified Development Ordinance, enacted by Ordinance No. 5209 and amended from time to time.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

City of Lee's Summit

Development Services Department

February 24, 2017

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director of Planning and Special Projects *RGM*
RE: **PUBLIC HEARING – Appl. #PL2017-005 – REZONING from CP-2 to R-1 – approximately 16 acres located at the southeast corner of SW Raintree Dr and SW Raintree Pkwy for the proposed Creekside at Raintree; Landrock Development, LLC, applicant**

Commentary

The applicant proposes to rezone 15.7 acres located at the southeast corner of SW Raintree Dr and SW Raintree Pkwy from CP-2 (Planned Community Commercial) to R-1 (Single-family Residential) for a proposed 31-lot single-family residential subdivision to be known as Creekside at Raintree. The proposed subdivision is compatible with adjacent subdivisions.

- 31 lots and 6 common area tracts on 15.7 acres
- 2.0 units per acre, including common area
- 2.7 units per acre, excluding common area

This application is related to Application #PL2017-006 for a preliminary plat, also on this agenda.

Recommendation

Staff recommends **APPROVAL** of the rezoning.

Project Information

Proposed Use: single-family residential subdivision

Land Area: 15.7 acres, including common area; 11.4 acres, excluding common area

Lots: 31 lots and 6 common area tracts

Location: southeast corner of SW Raintree Dr and SW Raintree Pkwy

Current Zoning: CP-2 (Planned Community Commercial District)

Proposed Zoning: R-1 (Single-family Residential District)

Surrounding zoning and use:

North (across SW Raintree Dr): R-1 (Single-family Residential District) – single-family residential

South: CP-2 (Planned Community Commercial District) – undeveloped large acreage tracts

East: CP-2 – church; single-family residences outside of city limits

West: R-1 – single-family residential; Raintree Lake

Background

- April 6, 1976 – The subject property was annexed into the city. The property was zoned C-2 in Cass County prior to annexation, which became C-1 (General Business District) upon annexation.
- November 1, 2001 – The property's zoning was reclassified from C-1 to its current CP-2 zoning upon the Unified Development Ordinance (UDO) going into effect.
- June 22, 2004 – The Planning Commission denied a request for rezoning (Application #2003-191) from CP-2 to RP-3 (Planned Residential Mixed Use) and preliminary development plan (Application #2003-190) for a 152 unit apartment complex known as Windward Glen.
- March 14, 2006 – The Planning Commission approved a rezoning (Application #2005-343) and preliminary development plan (Application #2005-344) for the 61-acre Raintree Lake PMIX Development. The proposed development was composed of 130 dwelling units made up of single-family homes, duplexes, 4-unit residences and 6-unit residences. The development also included a mini-warehouse facility located immediately north of the Raintree Lake dam spillway.
- March 14, 2006 – The Planning Commission approved a preliminary plat (Application #2005-412) for *Sunrise Point at Raintree*.
- April 6, 2006 – The City Council continued the rezoning and preliminary development plan for Raintree Lake PMIX Development at the applicant's request. The applicant withdrew the application from consideration on September 7, 2006.

Analysis of Rezoning

Comprehensive Plan. The subject area is identified as low-density residential in the 2005 Lee's Summit Comprehensive Plan. The areas to the north, south, east and west are shown as low-density residential. A portion of the area to the east is outside the city limits.

Surrounding Uses. The areas to the north and west are zoned R-1 and are developed with single-family residential subdivisions. The area to the south is zoned CP-2 and is undeveloped. The area to the east that is located within the city limits is zoned CP-2 and is developed with a church. The area to the east that is located outside the city limits is developed with single-family homes on large acreage tracts.

Recommendation. Staff recommends approval of the rezoning from CP-2 to R-1. The rezoning is consistent with existing development in the area as well as the recommended land use for the area as shown in the 2005 Lee's Summit Comprehensive Plan.

Code and Ordinance Requirements to be met Following Approval

The items in the box below are specific to this subdivision and must be satisfactorily addressed in order to bring this application into compliance with the Codes and Ordinances of the City.

Planning

1. Upon approval of the proposed rezoning by City Council, the applicant will become responsible to provide the appropriate level of right-of-way maintenance (mowing) during each growing season with the defined area abutting their property as defined and outlined in the City's Mowing Policy, approved by Council on November 3, 2005.

RGM/hsj

Attachments:

1. Rezoning Exhibit, date stamped February 7, 2017
2. Single-family Residential Compatibility, date stamped January 6, 2017 – 3 pages
3. Location Map

SINGLE FAMILY RESIDENTIAL COMPATIBILITY

All single-family detached developments shall include a statement of compatibility of the proposed development with adjacent, proposed or existing, developments based on the following considerations.

	Name of Plat CREEKSIDE AT RAINTREE	Adjacent Plat # 1 HARBOR COVE	Adjacent Plat # 2 NORTH SHORE AT RAINTREE LAKE	Adjacent Plat # 3
Street Separation between the proposed development and the adjacent development		250-ft	220-ft	
Lots/Acreage	<u>31</u> Lots on 15.7 acres 11.35 W/O CA	22 lots on 7.26 ac	50 lots on 19.84 ac	
Density	<u>1.97</u> Units per acre 2.73 W/O CA	3.03 units/ac	2.52 units/ac	
Restrictions on types of fencing, parking of specific vehicles, dog runs and outbuildings	Raintree Lake Property Owner's Association, Inc. CCR's	Raintree Lake Property Owner's Association, Inc. CCR's	Raintree Lake Property Owner's Association, Inc. CCR's	
Similarity of architectural style and character of structures, including front elevations, exterior materials and roof pitch	Similar style, same HOA	Similar style, same HOA	Similar style, same HOA	<p>RECEIVED</p> <p>JAN 06 2017</p> <p>Planning & Codes Admin</p>

-2017-005-





LEE'S SUMMIT MISSOURI

SINGLE FAMILY RESIDENTIAL COMPATIBILITY

	Name of Plat	Adjacent Plat # 1	Adjacent Plat # 2	Adjacent Plat # 3
	CREEKSIDE AT RAINTREE	HARBOR COVE	NORTH SHORE AT RAINTREE LAKE	
Classification and mixture of building types, including ranch, raised-ranch, split-level, multi-level, earth contact and two-story structures	Predominately ranch, split-level, multi-level, two-story	Predominately split-level, multi-level, two-story	Predominately ranch, multi-level, two-story	
Green space or common area, including areas, structures and amenities for the exclusive use and maintenance of homeowners of a subdivision.	4.35 ac of common area, future boat parking area for HOA use. Access to other HOA amenities.	Green space, lake, walking paths, clubhouse	Green space, lake, walking paths, clubhouse	
Streetscape, include distinctive and aesthetic features of special street signage, street lighting fixtures, street trees, and other landscaping.	LS Standard (Cobra street lights, LS street signs) Monuments.	LS Standard (Cobra street lights, LS street signs) Monuments.	LS Standard (Cobra street lights, LS street signs) Monuments.	
Lot Width	Range: <u>72</u> to <u>80</u> feet; Average: <u>73</u> ft.	68 to 85+/- avg: 75 ft	75 to 95+/- avg: 80 ft	<p>-2017-005-</p> <p>RECEIVED</p> <p>JAN 06 2017</p> <p>Planning & Codes Admin</p>

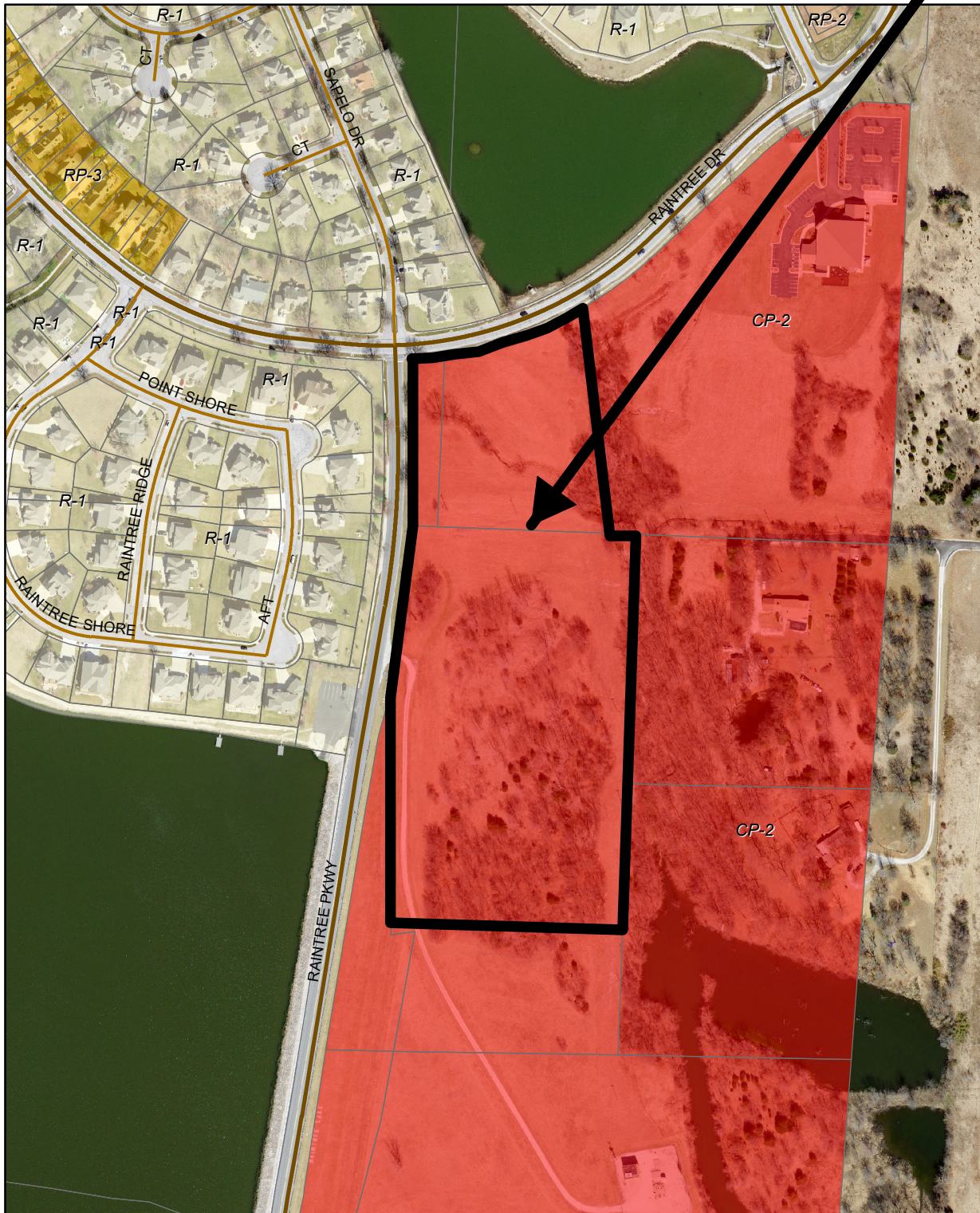


LEE'S SUMMIT MISSOURI

SINGLE FAMILY RESIDENTIAL COMPATIBILITY

	Name of Plat	Adjacent Plat # 1	Adjacent Plat # 2	Adjacent Plat # 3
	CREEKSIDE AT RAIN TREE	HARBOR COVE	NORTH SHORE AT RAIN TREE LAKE	
Lot Area	Range: <u>8,609</u> to <u>21,285</u> square feet; Average: <u>13,700</u> sq. ft.	9,000 to 12,000, 10,000 avg	10,000 to 15,300, 11,950 avg	
Lot Depth	Range: <u>120</u> to <u>264</u> feet; Average: <u>140</u> ft.	120 to 155, 125 avg	120 to 150, 125 avg	
Lots Coverage/Yards/Setbacks	Setbacks: <u>30</u> front, <u>30</u> rear, <u>7.5</u> sides	30 front 30 rear 7.5 sides	30 front 30 rear 7.5 sides	
Square footage of homes in Transition Areas measured by total finished floor area	1,800 sf (ranch) 2,050 sf (other types)	1,500 sf	2,500 sf	2017-105-
Minimum Floor Area Allowed; Actual Floor Area As Constructed	Per HOA CCR's 1,800 sf (ranch) 2,050 sf (other types)	1,300 sf Per HOA CCR's	Per HOA CCR's 1,800 sf (ranch) 2,050 sf (other types)	RECEIVED
Entrance Monumentation	Yes	Yes, Pilaster style	Yes, Pilaster style	JAN 06 2017
Overall Street and Lot Layout	cul-de-sacs	grid, cul-de-sacs	grid, knuckle cul-de-sacs	Planning & Codes Admin

**Appl. #PL2017-005 REZ from CP-2 to R-1
proposed Creekside at Raintree;
Landrock Development, LLC, applicant**



Packet Information

File #: BILL NO. 17-74, Version: 1

AN ORDINANCE APPROVING A TRANSFEREE AGREEMENT BETWEEN LEE'S SUMMIT COVENANT GROUP, LLC, AS THE OWNER AND NOGLE & BLACK, INC., AND JAMES AND GAYLE NOGLE AS THE BUYERS, AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE TRANSFER OF PROPERTY (OUTLOT INCLUDING JERSEY MIKE'S RESTAURANT) IN THE LEE'S SUMMIT EAST (SUMMIT FAIR) TAX INCREMENT FINANCING REDEVELOPMENT AREA.

Issue/Request:

AN ORDINANCE APPROVING A TRANSFEREE AGREEMENT BETWEEN LEE'S SUMMIT COVENANT GROUP, LLC, AS THE OWNER AND NOGLE & BLACK, INC., AND JAMES AND GAYLE NOGLE AS THE BUYERS, AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE TRANSFER OF PROPERTY (OUTLOT INCLUDING JERSEY MIKE'S RESTAURANT) IN THE LEE'S SUMMIT EAST (SUMMIT FAIR) TAX INCREMENT FINANCING REDEVELOPMENT AREA.

Key Issues:

The City and RED Lee's Summit East, LLC, executed the Amended and Restated Tax Increment Financing Contract on May 27, 2008 (as amended, the "**TIF Contract**") to implement the Lee's Summit East (Summit Fair) Tax Increment Financing Plan (the "**TIF Plan**"), for development of the Summit Fair Shopping Center. Section 32 of the TIF Contract provides that no sales of property in the TIF Redevelopment Area may be made to proposed buyers that are not directly affiliated with the Developer, while TIF bonds remain outstanding, without the prior written approval of the City. Section 32 also provides that these buyers (designated as "transferees" in the TIF Contract) are required to enter into a transferee agreement to confirm the transferees' obligations to comply with certain provisions of the TIF Contract as it relates to the transferred property.

Under Section 32 of the TIF Contract, when the City considers the proposed transfer of property to an entity that is not included in the pre-approved user list in the TIF Contract, the City may require that the transferee demonstrate to City's reasonable satisfaction that it has sufficient financial, management, property ownership and operation capabilities, and that it is interested in the long-term viability of the subject land use and the Redevelopment Plan as a whole. This provision provide a measure of protection for the City in the process of evaluating proposed transferees while the TIF Plan is in effect and TIF bonds remain outstanding.

The property proposed to be transferred, located at 940 NW Blue Parkway, Lee's Summit, is the multi-tenant retail pad building at the Summit Fair Shopping Center that has the Jersey Mike's restaurant and two other businesses. The City executed a transferee agreement with the current owner in 2013. The proposed transferee agreement is substantially identical to the agreement executed in 2013. The seller and buyer to the pending transaction have provided the following information to the City:

Lee's Summit Covenant Group, LLC, a Delaware limited liability company ("Seller"), is in escrow to sell the property, to Nogle & Black, Inc., an Illinois corporation, as to an undivided 2/3 interest, James H. Nogle, as Trustee of the James H. Nogle Trust dated November 12, 1997, as amended from time to time and each and every successor trustee(s), as to an undivided 1/6 interest and Gayle M. Nogle, as Trustee of the Gayle M. Nogle Trust dated November 12, 1997, as amended from time to time and each and every successor trustee(s), as to an undivided 1/6 interest (collectively, "Buyer"), and is requesting that the City approve the sale/transfer as required by the TIF contract.

The buyers of this property are James and Gayle Nogle (through their grantor trusts, detail below) and Nogle & Black, Inc. This will be a 1031 Exchange Transaction. We do not anticipate that there will be a mortgage on the property.

Following is a brief outline of the Nogle family history and their extensive experience in the ownership and management of commercial properties:

Family History / Experience (information provided by the buyer - Nogle family):

Nogle & Black, Inc., is a fourth generation family business. The company has owned, operated, and managed commercial and multi-family R/E investments since the mid 1950s. Sons James (Jim) and Charles J. (Jud) Nogle now operate the company and manage its residential, commercial, and farmland properties.

One of the family holdings is Monical Pizza Corporation, a popular regional chain with over 60 locations in four states (Illinois, Indiana, Wisconsin, and Missouri). The Nogle family owns many of the restaurant locations which are leased to Monical Pizza. Additionally, the Nogles own other restaurant and commercial properties.

Jim Nogle, will serve as the manager of the 940 NW Blue Parkway property and will oversee a local commercial management firm which will be hired to handle most management responsibilities. Until November of 2016, Jim and his wife Gayle owned and personally managed apartments on the University of Illinois campus for over 40 years. Jim has extensive experience in all aspects of property management. He continues to serve as a corporate officer and Director of Monical Pizza (for over 30 years), and is serving in his 14th year as a Director of Busey Bank (a regional bank, headquartered in Champaign, IL).

Jud Nogle operates an aviation facility specializing in the maintenance and restoration of T-34 ex-military aircraft for sport minded private pilots. Jud is also a Monical Pizza Director, an instructor pilot, and private jet manager and charter pilot.

Nogle Family Properties:

500 W. 75th St, Downers Grove, IL - sports bar and grill restaurant
2102 W Springfield - DerWeinershnitzel / Tasty Freeze Restaurant
1701 S. Neil St. - RibEye Steak House Restaurant
Corporate Hangar, at Willard Airport, Savoy, IL
1401, 1403, 1407 W. Hill Street, Urbana IL Warehouses for Hospital
Resale Shop, 1044 E. Jemima St., Clinton, IL
Monical Pizza Restaurants - leased to Monical Pizza Corp:
Urbana, IL
St. Joseph, IL
Hoopeston, IL
Gibson City, IL
Tilton, IL
Charleston, IL
Mattoon, IL
Bloomington, IL

860 acres of Central Illinois Farmland in Champaign, Piat, and DeWitt Counties

These Apartment Buildings were sold in late 2016:

107 E. Chalmers, Champaign, IL
105 E. Chalmers, Champaign, IL
110 S. Gregory St., Urbana, IL

702 W. Washington, Champaign, IL

All of the above properties are owned debt free. The Nogle family maintains an excellent relationship with all tenants, municipalities, and neighbors and the properties are very well maintained.

References:

Jennelle Reents, President, Monical Pizza Corporation: janelle@monicals.com <<mailto:janelle@monicals.com>>
Donna Jacob, Vice-President, Monical Pizza Corporation: donna@monicals.com <<mailto:donna@monicals.com>>
<<http://www.monicals.com>>
Office Phone: 815-937-1890

Chuck Eyman, Commercial Lending, Hickory Point Bank
chuck.eyman@hickorypointbank.com <<mailto:chuck.eyman@hickorypointbank.com>>
(217) 552-2266

Ownership Detail:

Nogle and Black, Inc., an Illinois corporation, (undivided 2/3 interest) James H. Nogle as Trustee of the James H. Nogle Trust dated November 12, 1997 (undivided 1/6 interest) , Gayle M. Nogle as Trustee of the Gayle M. Nogle Trust dated November 12, 1997 (undivided 1/6 interest) .

Proposed City Council Motion:

I move for second reading of AN ORDINANCE APPROVING A TRANSFEREE AGREEMENT BETWEEN LEE'S SUMMIT COVENANT GROUP, LLC, AS THE OWNER AND NOGLE & BLACK, INC., AND JAMES AND GAYLE NOGLE AS THE BUYERS, AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE TRANSFER OF PROPERTY (OUTLOT INCLUDING JERSEY MIKE'S RESTAURANT) IN THE LEE'S SUMMIT EAST (SUMMIT FAIR) TAX INCREMENT FINANCING REDEVELOPMENT AREA.

I move for adoption of AN ORDINANCE APPROVING A TRANSFEREE AGREEMENT BETWEEN LEE'S SUMMIT COVENANT GROUP, LLC, AS THE OWNER AND NOGLE & BLACK, INC., AND JAMES AND GAYLE NOGLE AS THE BUYERS, AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE TRANSFER OF PROPERTY (OUTLOT INCLUDING JERSEY MIKE'S RESTAURANT) IN THE LEE'S SUMMIT EAST (SUMMIT FAIR) TAX INCREMENT FINANCING REDEVELOPMENT AREA.

Timeline:

The transaction would occur in March 2017.

Recommendation:

Staff recommends approval

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-74

AN ORDINANCE APPROVING A TRANSFEREE AGREEMENT BETWEEN LEE'S SUMMIT COVENANT GROUP, LLC, AS THE OWNER AND NOGLE & BLACK, INC., AND THE JAMES AND GAYLE NOGLE TRUSTS AS THE BUYERS, AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE TRANSFER OF PROPERTY (OUTLOT INCLUDING JERSEY MIKE'S RESTAURANT) IN THE LEE'S SUMMIT EAST (SUMMIT FAIR) TAX INCREMENT FINANCING REDEVELOPMENT AREA.

WHEREAS, the City and RED Lee's Summit East, LLC, executed the Amended and Restated Tax Increment Financing Contract on May 27, 2008 (as amended, the "**TIF Contract**") to implement the Lee's Summit East Tax Increment Financing Plan (the "**TIF Plan**"), for development of the Summit Fair Shopping Center; and,

WHEREAS, Section 32 of the TIF Contract provides that certain proposed buyers of property in the Summit Fair shopping center (designated as "transferees" in the TIF Contract) are required to enter into a transferee agreement to confirm the transferees' obligations to comply with certain provisions of the TIF Contract as it relates to the transferred property; and,

WHEREAS, the City approved Ordinance No. 7298 on February 28, 2013 which approved the transfer of property consisting of an outlot in the shopping center which is currently occupied by Jersey Mike's restaurant and other businesses, from RED Lee's Summit East, LLC, as the developer of record for the TIF Plan, to Lee's Summit Covenant Group, LLC (the "**Owner**"); and,

WHEREAS, the Owner is proposing to transfer the same property to a new buyer consisting of The property will be sold to the Nogle & Black, Inc., as to an undivided 2/3 interest, James H. Nogle, as Trustee of the James H. Nogle Trust dated November 12, 1997, as amended from time to time and each and every successor trustee(s), as to an undivided 1/6 interest and Gayle M. Nogle, as Trustee of the Gayle M. Nogle Trust dated November 12, 1997, as amended from time to time and each and every successor trustee(s), as to an undivided 1/6 interest (collectively, the "**Buyer**"); and,

WHEREAS, the Owner and Buyer propose to enter into a transferee agreement as required by Section 32 of the TIF Contract.

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

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

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

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

BILL NO. 17-74

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

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

Mayor *Randy Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randy Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

EXHIBIT A

TRANSFeree AGREEMENT

[ATTACHED]

TRANSFEEE AGREEMENT

THIS TRANSFEEE AGREEMENT (this "Agreement") is dated as of the _____ day of _____, 2017 and is made by and among LEE SUMMIT COVENANT GROUP, LLC, a Delaware limited liability company ("Owner"), NOGLE & BLACK, INC, an Illinois corporation ("Transferee"), and the CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation ("City").

RECITALS

A. On August 24, 2006, the City Council of Lee's Summit, Missouri (the "City Council") adopted Ordinance No. 6263 approving the Lee's Summit East Tax Increment Financing Plan (the "Plan").

B. On May 27, 2008, the City and RED Lee's Summit East ("Developer") entered into an Amended and Restated Tax Increment Financing Contract, as amended by that certain First Amendment thereto dated as of October 20, 2008, as further amended by that certain Second Amendment thereto fully executed as of July 23, 2009, as further amended by that certain Third Amendment thereto dated effective as of March 17, 2011, and as further amended by that certain Fourth Amendment thereto dated effective as of February 28, 2012, that set forth the respective obligations and duties of the City and Developer with respect to the implementation of the Plan (the "Redevelopment Agreement").

C. On February 28, 2013, the City Council adopted Ordinance No. 7298 approving the transfer of property consisting of an outlot in the shopping center from the Developer to Owner.

D. Owner is selling a portion of the Redevelopment Area (as defined in the Redevelopment Agreement) to Transferee (the "Property"), as more particularly described on Exhibit "A" attached hereto, and pursuant to Section 32 of the Redevelopment Agreement, Transferee is required to enter into this Agreement to confirm its agreement to comply with certain provisions of the Redevelopment Agreement as it relates to the Property.

E. The property will be sold to the Transferee as to an undivided 2/3 interest, James H. Nogle, as Trustee of the James H. Nogle Trust dated November 12, 1997, as amended from time to time and each and every successor trustee(s), as to an undivided 1/6 interest and Gayle M. Nogle, as Trustee of the Gayle M. Nogle Trust dated November 12, 1997, as amended from time to time and each and every successor trustee(s), as to an undivided 1/6 interest.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Owner, Transferee and the City as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Redevelopment Agreement.

3. Agreement by Transferee. Transferee hereby agrees that, at all times during its ownership of the Property, it will comply with the requirements of the Plan and the obligations in the Redevelopment Agreement relating to the Property, specifically, the requirements set forth in Sections 9E, 18B, 19, 32A, and 32B of the Redevelopment Agreement.

4. City's Consent. Upon the execution of this Agreement, the sale of the Property to Transferee shall be deemed to have been approved and consented to by the City, and City hereby waives the requirement of 60 days prior notice of the transfer as required under Section 32E of the Redevelopment Agreement. Notwithstanding the foregoing, Transferee shall be under no obligation to purchase the Property from Owner pursuant to this Agreement.

5. Representations and Warranties of Transferee. Transferee is an Illinois corporation qualified to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Agreement and to perform its obligations hereunder. Transferee shall be the initial owner of the retail building intended to be operated on the Property as of the date of this Agreement. This Agreement, assuming the due execution and delivery hereof by Owner and City and assuming that this Agreement is enforceable against Owner and City, constitutes legal, valid and binding obligations of Transferee, enforceable against Transferee in accordance with the terms and conditions herein, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

6. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Transferee:

Nogle & Black, Inc.
P.O. Box 925
Champaign, Illinois 61824
Attn: James H. Nogle

With a copy for Transferee Legal Counsel, to:

Tracy J. Nugent
Meyer Capel, A Professional Corporation
306 W. Church Street
Champaign, Illinois 61820
Facsimile No.: (217) 352-1083

If to Owner:

Lee Summit Covenant Group, LLC
c/o Covenant RE Management, Inc.
17000 Red Hill Avenue
Irvine, California 92614
Attn: Christopher Aguon
Facsimile No.: (714) 388-3951

If to City:

City Hall
220 SE Green
Lee's Summit, Missouri 64063
Attn: City Attorney
Facsimile No.: (816) 969-1401

With a copy for City Legal Counsel, to:

Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Attn: David Bushek
Facsimile No.: (816) 221-1018

7. Successors and Assigns. All rights, benefits and obligations of Owner and Transferee hereunder shall inure to and bind Owner and Transferee, respectively, and this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
8. Governing Law. This Agreement shall be governed by the laws of the State of Missouri.
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
10. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein, except that Owner shall pay for all expenses incurred by the City.

[Remainder of this page intentionally left blank]

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

OWNER:

**LEE SUMMIT COVENANT GROUP, LLC,
a Delaware limited liability company**

By: Covenant RE Management, Inc.
a California corporation,
its Managing Member

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2017, before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

TRANSFEEE:

**NOGLE & BLACK, INC.,
an Illinois corporation**

By: _____
James H. Nogle, Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James H. Nogle, personally known to me to be the Secretary of Nogle & Black, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Secretary of said Illinois corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2017.

Notary Public

My Commission Expires

[SEAL]

CITY:

THE CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo
City Manager

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this _____ day of _____, 2017, before me personally appeared Stephen A. Arbo, to me known, ho being by me duly sworn, did say that he is the City Manager of the City of Lee's Summit, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[SEAL]

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

Exhibit A

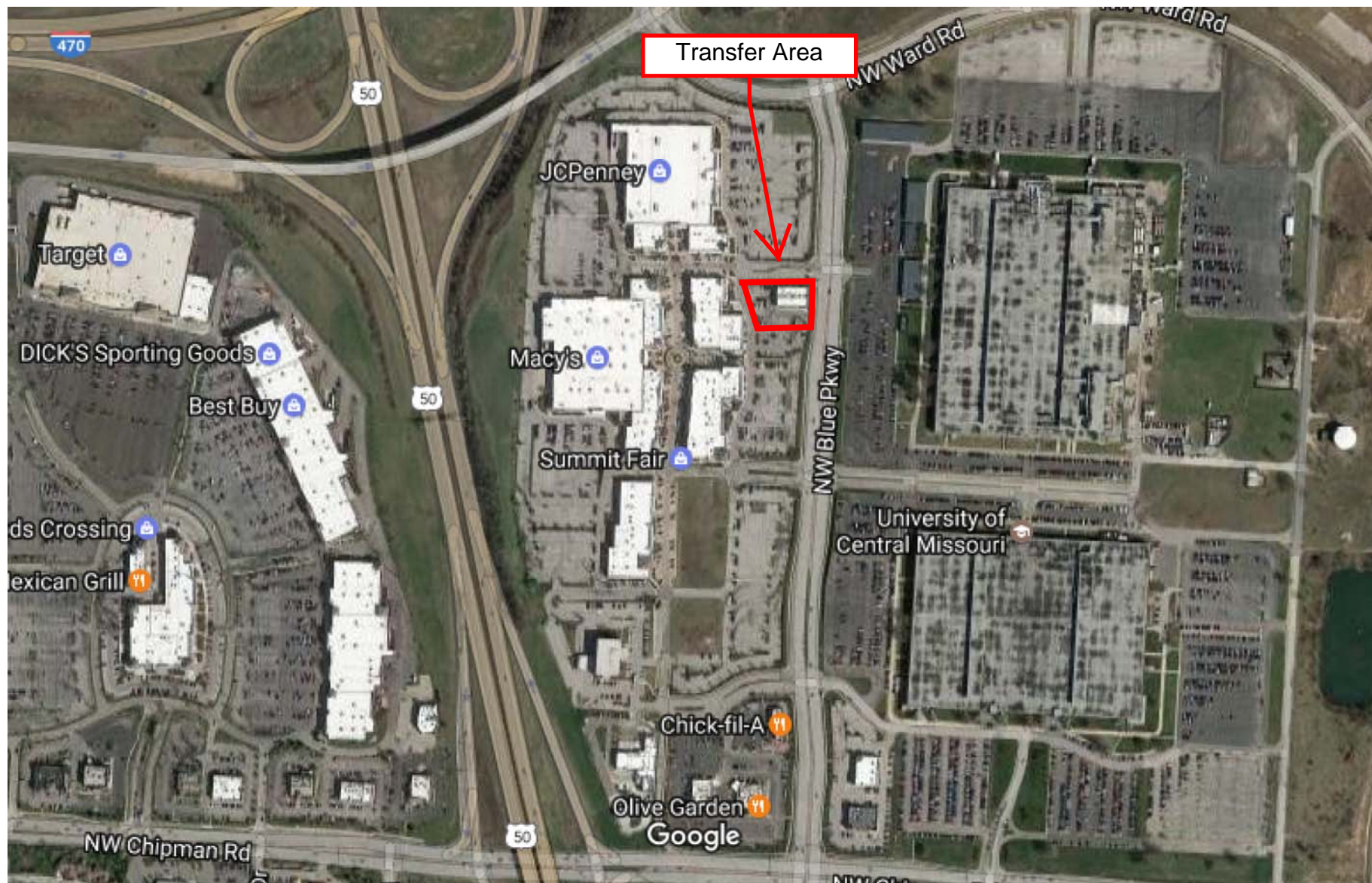
Legal Description of Property

Lot 23, SUMMIT FAIR, THIRD PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri.

Non-exclusive easements for ingress and egress over the common area, the passage and parking of vehicles, the passage and accommodation of pedestrians and incidental uses, utility lines, pedestrian and vehicular traffic within the access roads, the discharge of surface storm water drainage and/or runoff as established by the Construction, Operation and Reciprocal Easement Agreement dated as of July 31, 2008, and recorded as of August 13, 2008, as Instrument Number 2008E0087161, as amended by that certain First Amendment dated as of November 7, 2008, and recorded as of November 10, 2008, as Instrument Number 2008E0117315, in the Official Records of Jackson County, Missouri.

Non-exclusive easements for storm water drainage and detention as established by the Storm Water Drainage and Detention Easement Agreement dated May 15, 2007, recorded June 5, 2007, as Document No. 2007E0074477.

Google Maps



Imagery ©2017 DigitalGlobe, USDA Farm Service Agency, Map data ©2017 Google 500 ft

AN ORDINANCE APPROVING THE TRANSFEREE AGREEMENT BETWEEN RED LEE'S SUMMIT EAST, LLC, LEE SUMMIT COVENANT GROUP, LLC, AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE TRANSFER OF PROPERTY IN THE LEE'S SUMMIT EAST TAX INCREMENT FINANCING REDEVELOPMENT AREA.

WHEREAS, on August 24, 2006, the City Council of Lee's Summit, Missouri adopted Ordinance No. 6263 approving the Lee's Summit East Tax Increment Financing Plan (the "Plan"); and,

WHEREAS, On May 27, 2008, the City and RED Lee's Summit East, LLC ("Developer") entered into an Amended and Restated Tax Increment Financing Contract, as amended by that certain First Amendment thereto dated as of October 20, 2008, as further amended by that certain Second Amendment thereto fully executed as of July 23, 2009, as further amended by that certain Third Amendment thereto dated effective as of March 17, 2011, and as further amended by that certain Fourth Amendment thereto dated effective as of February 28, 2012, that set forth the respective obligations and duties of the City and Developer with respect to the implementation of the Plan (the "Redevelopment Agreement"); and,

WHEREAS, the Developer is selling certain property described as Lot 23, SUMMIT FAIR, THIRD PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri, (the "Property"), which is a portion of the Redevelopment Area (as defined in the Redevelopment Agreement) to Lee Summit Covenant Group, LLC, and pursuant to Section 32 of the Redevelopment Agreement, Transferee is required to enter into this Agreement to confirm its agreement to comply with certain provisions of the Redevelopment Agreement as it relates to the Property.

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

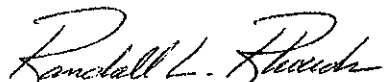
SECTION 1. That the TRANSFEREE AGREEMENT, appended hereto as **Exhibit A** and made a part hereof, between RED Lee's Summit East, LLC, Lee Summit Covenant Group, LLC, and the City is hereby approved and the City Manager is authorized to execute this Agreement in substantially the same form as attached hereto and any related document on behalf of the City.

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 for the City of Lee's Summit, Missouri, this 28th day of February, 2013.

ATTEST:


City Clerk Denise R. Chisum


Mayor Randall L. Rhoads

APPROVED by the Mayor of said city this 4th day of March, 2013.




Mayor Randall L. Rhoads

ATTEST:



City Clerk Denise R. Chisum

APPROVED AS TO FORM:



Deputy City Attorney John L. Mautino

EXHIBIT A
TRANSFeree AGREEMENT

TRANSFeree AGREEMENT

THIS TRANSFeree AGREEMENT (this "Agreement") is dated as of the 24th day of May, 2013 and is made by and among RED LEE'S SUMMIT EAST, LLC, a Missouri limited liability company ("Developer"), LEE SUMMIT COVENANT GROUP, LLC, a Delaware limited liability company ("Transferee"), and the CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation ("City").

RECITALS

A. On August 24, 2006, the City Council of Lee's Summit, Missouri (the "City Council") adopted Ordinance No. 6263 approving the Lee's Summit East Tax Increment Financing Plan (the "Plan").

B. On May 27, 2008, the City and Developer entered into an Amended and Restated Tax Increment Financing Contract, as amended by that certain First Amendment thereto dated as of October 20, 2008, as further amended by that certain Second Amendment thereto fully executed as of July 23, 2009, as further amended by that certain Third Amendment thereto dated effective as of March 17, 2011, and as further amended by that certain Fourth Amendment thereto dated effective as of February 28, 2012, that set forth the respective obligations and duties of the City and Developer with respect to the implementation of the Plan (the "Redevelopment Agreement").

C. Developer is selling a portion of the Redevelopment Area (as defined in the Redevelopment Agreement) to Transferee (the "Property"), as more particularly described on Exhibit "A" attached hereto, and pursuant to Section 32 of the Redevelopment Agreement, Transferee is required to enter into this Agreement to confirm its agreement to comply with certain provisions of the Redevelopment Agreement as it relates to the Property.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Developer, Transferee and the City as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.
2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Redevelopment Agreement.
3. Agreement by Transferee. Transferee hereby agrees that, at all times during its ownership of the Property, it will comply with the requirements of the Plan and the obligations in the Redevelopment Agreement relating to the Property, specifically, the requirements set forth in Sections 9E, 18B, 19, 32A, and 32B of the Redevelopment Agreement.
4. City's Consent. Upon the execution of this Agreement, the sale of the Property to Transferee shall be deemed to have been approved and consented to by the City, and City hereby waives the requirement of 60 days prior notice of the transfer as required under Section 32E of

the Redevelopment Agreement. Notwithstanding the foregoing, Transferee shall be under no obligation to purchase the Property from Developer pursuant to this Agreement.

5. **Representations and Warranties of Transferee.** Transferee is a Delaware limited liability company qualified to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Agreement and to perform its obligations hereunder. Transferee shall be the initial owner of the retail building intended to be operated on the Property as of the date of this Agreement. This Agreement, assuming the due execution and delivery hereof by Developer and City and assuming that this Agreement is enforceable against Developer and City, constitutes legal, valid and binding obligations of Transferee, enforceable against Transferee in accordance with the terms and conditions herein, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or similar laws affecting creditors' rights generally and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

6. **Notices.** All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Transferee:

Lee Summit Covenant Group, LLC
c/o Covenant RE Management, Inc.
17000 Red Hill Avenue
Irvine, CA 92614
Attn: Christopher Aguon
Facsimile No.: (714) 388-3951

With a copy to:

The Law Office of Hans Lauterbach
1001 Avenida Pico, Suite C - 499
San Clemente, CA 92673
Attn: Hans Lauterbach
Facsimile No.: (949) 366-0116

If to Developer:

RED Lee's Summit East, LLC
c/o RED Development
7500 College Blvd., Suite 750
Overland Park, Kansas City 66210
Attn: Director of Legal/Leasing
Facsimile No.: (913) 214-4639

With a copy to:

The Katz Law Firm
7227 Metcalf Avenue
Katz Law Building, First Floor
Overland Park, Kansas 66204
Attn: Richard B. Katz, Esq.

If to City:

City Hall
220 SE Green
Lee's Summit, Missouri 64063
Attn: City Attorney

With a copy to:

David Frantze
Stinson Morrison Hecker LLP
1201 Walnut, Suite 2900
Kansas City, MO 64106-2150

7. **Successors and Assigns.** All rights, benefits and obligations of Developer and Transferee hereunder shall inure to and bind Developer and Transferee, respectively, and this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

8. **Governing Law.** This Agreement shall be governed by the laws of the State of Missouri.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. **Expenses.** Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein, except that Developer shall pay for all expenses incurred by the City.

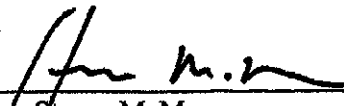
[Remainder of this page intentionally left blank]

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

DEVELOPER:

RED LEE'S SUMMIT EAST, LLC,
a Missouri limited liability company

By: Summit Fair Development, Inc.
Its: Manager

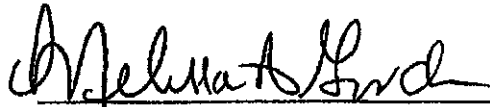
By: 
Name: Steven M. Maun
Title: President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 9th day of May, 2013 before me, a Notary Public in and for said state, personally appeared Steven M. Maun, President of Summit Fair Development, Inc., the Manager of RED LEE'S SUMMIT EAST, LLC, personally known by me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

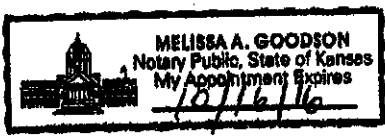
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

[SEAL]


Notary Public

My Commission Expires:

Printed Name: _____



TRANSFeree:

**LEE SUMMIT COVENANT GROUP, LLC,
a Delaware limited liability company**

By: Covenant RE Management, Inc.
a California corporation,
its Managing Member

By: 
Stephen E. Thome, IV, its President

State of California)

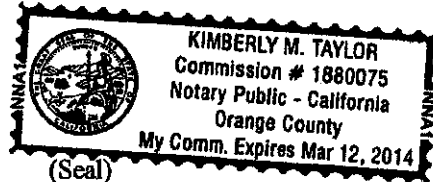
County of Orange)

On May 22, 2013 before me, Kimberly M. Taylor, Notary Public (insert name and title of the officer) personally appeared Stephen E. Thome, IV, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly M. Taylor



CITY:

THE CITY OF LEE'S SUMMIT, MISSOURI

By: *[Signature]*

Print Name: Stephen A. Arbo

Title: City Manager

STATE OF Missouri)
COUNTY OF Jackson)

ss.

On this 4 day of April, 2013, before me personally appeared Stephen A. Arbo, to me known, who being by me duly sworn, did say that he/she is the City Manager of The City of Lee's Summit, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



JINA M. McPHERSON-BELLAMY
My Commission Expires
April 3, 2016
Jackson County
Commission #1247832

[Signature]
Print Name: Jina M. McPherson-Bellamy
Notary Public in and for said County and State

My Commission Expires:
4/3/2016

Exhibit "A"

Legal Description of Property

Lot 23, SUMMIT FAIR, THIRD PLAT, a subdivision in the City of Lee's Summit, Jackson County, Missouri.

Non-exclusive easements for ingress and egress over the common area, the passage and parking of vehicles, the passage and accommodation of pedestrians and incidental uses, utility lines, pedestrian and vehicular traffic within the access roads, the discharge of surface storm water drainage and/or runoff as established by the Construction, Operation and Reciprocal Easement Agreement dated as of July 31, 2008, and recorded as of August 13, 2008, as Instrument Number 2008E0087161, as amended by that certain First Amendment dated as of November 7, 2008, and recorded as of November 10, 2008, as Instrument Number 2008E0117315, in the Official Records of Jackson County, Missouri.

Non-exclusive easements for storm water drainage and detention as established by the Storm Water Drainage and Detention Easement Agreement dated May 15, 2007, recorded June 5, 2007, as Document No. 2007E0074477.