



The City of Lee's Summit
Final Agenda
Finance and Budget Committee

Monday, March 6, 2017

4:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS
5. BUSINESS
 - A. [2017-0990](#) Approval of Minutes from February 6, 2017 Finance & Budget Meeting.
 - B. [2017-1011](#) Presentation of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2016 by RubinBrown LLP
 - C. [TMP-0425](#) 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.
 - D. [TMP-0424](#) 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.

- E. [TMP-0377](#) 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. [TMP-0433](#) 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.
- G. [TMP-0414](#) 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.
- H. [TMP-0415](#) 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. [TMP-0416](#) 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.
- J. [TMP-0428](#) 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.
- K. [TMP-0417](#) 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.

6. ROUNDTABLE
7. NEXT MEETING - APRIL 3, 2017 4:30 p.m.
8. ADJOURNMENT

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



The City of Lee's Summit

220 SE Green Street
Lee's Summit, MO 64063

Packet Information

File #: 2017-0990, **Version:** 1

Approval of Minutes from February 6, 2017 Finance & Budget Meeting.



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

Monday, February 6, 2017

4:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

2. ROLL CALL

Present: 4 - Chairperson Trish Carlyle
Vice Chair Diane Seif
Councilmember Diane Forte
Councilmember Craig Faith

Absent: 1 - Alternate Rob Binney

3. APPROVAL OF AGENDA

On motion by Councilmember Forte, second by Councilmember Seif, the agenda was approved. The vote was unanimous.

Present: 4 - Chairperson Trish Carlyle
Vice Chair Diane Seif
Councilmember Diane Forte
Councilmember Craig Faith

Absent: 1 - Alternate Rob Binney

4. PUBLIC COMMENTS

5. BUSINESS

A. [2017-0911](#) APPROVAL OF ACTION LETTER FROM 1-9-17

This Minutes were approved with amended clarification that Chairperson Carlyle intended not to vote on Bill No. 17-20 and Bill No. 17-22, which was not understood at the meeting.

Aye: 3 - Vice Chair Seif
Councilmember Forte
Councilmember Faith

Absent: 1 - Alternate Binney

Finance and Budget Committee

Action Letter

February 6, 2017

- B. [BILL NO.
17-41](#) AN ORDINANCE AUTHORIZING THE ACQUISITION OF CONSULTING SERVICES FROM TUSA CONSULTING SERVICES FOR THE PURPOSE OF JOINING THE METROPOLITAN AREA REGIONAL RADIO SYSTEM (MARRS) THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF MID AMERICA REGIONAL COUNCIL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 2/6/17)

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE PURCHASE OF CONSULTING SERVICES FOR THE PURPOSE OF JOINING THE METROPOLITAN AREA REGIONAL RADIO SYSTEM THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Major Mark Taylor

ACTION: A motion was made by Councilmember Forte, second by Councilmember Seif that this Ordinance be moved to City Council . The motion carried by unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Absent: 1 - Alternate Binney

- C. [BILL NO.
17-42](#) AN ORDINANCE APPROVING THE 2017 USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 2/6/17)

Recommendation: Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING THE 2017 USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter: Joe Snook, Assistant Director of Parks and Recreation

ACTION: A motion was made by Councilmember Faith, seconded by Vice Chair Seif, that this Ordinance be recommended for approval. to the City Council - Regular Session, due back by 2/16/2017 The motion carried by a unanimous vote.

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Absent: 1 - Alternate Binney

Finance and Budget Committee

Action Letter

February 6, 2017

- D. [TMP-0394](#) AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES. (F&BC 2-6-17)

Recommendation: Recommendation: STAFF RECOMMENDS AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES.

Presenter: Presenter: Denise Kelly, Director of Human Resources

ACTION: A motion was made by Vice Chair Seif, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/16/2017. The motion carried by the following vote:

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Absent: 1 - Alternate Binney

- E. [BILL NO. 17-43](#) AN ORDINANCE APPROVING AMENDMENT NO. 8 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES FOR THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 2/6/17)

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 8 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Jack Feldman

ACTION: A motion was made by Vice Chair Seif, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/16/2017. The motion carried by the following vote:

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Absent: 1 - Alternate Binney

Finance and Budget Committee

Action Letter

February 6, 2017

- F. [BILL NO. 17-44](#) AN ORDINANCE APPROVING AMENDMENT NO. 9 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 2/6/17)

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 9 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI

Presenter: Presenter: Nick Edwards, Director of Administration

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/16/2017. The motion carried by the following vote:

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Absent: 1 - Alternate Binney

- G. [2017-0931](#) PRESENTATION OF THE YEAR-END BUDGET PROJECTIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2017. (F&BC 2-6-17)

Recommendation: Recommendation: N/A

Presenter: Presenter: Jack Feldman

This was a presentation only.

- H. [2017-0933](#) PRESENTATION OF THE DECEMBER GENERAL FUND FINANCIAL DASHBOARDS (F&BC 2-6-17)

Recommendation: Recommendation: This was a presentation only.

Presenter: Presenter: Jack Feldman

This was a presentation only.

Finance and Budget Committee

Action Letter

February 6, 2017

- I. [BILL NO. 17-45](#) AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND BUDGET REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 2/6/17)

Recommendation: Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND BUDGET REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter: Christal Kliewer Weber, Assistant City Manager

ACTION: A motion was made by Vice Chair Seif, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 2/16/2017. The motion carried by the following vote:

Aye: 4 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte
Councilmember Faith

Absent: 1 - Alternate Binney

- J. [2017-0927](#) Tax Incentive Projects and Governmental Accounting Standards Board Statement 77 Information (F&BC 2-6-17)

Recommendation: Recommendation: Not Applicable

Presenter: Presenter: Conrad E. Lamb

Presentation only.

6. ROUNDTABLE
7. ADJOURNMENT

Meeting was adjourned at 5:05 p.m.

Next Meeting: March 6, 2017 4:00 p.m.

Meeting time has been changed to 4:30 p.m. starting March 6th, 2017.

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Packet Information

File #: 2017-1011, **Version:** 2

Presentation of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2016 by RubinBrown LLP

Key issues:

Each year the City is required to undergo an independent audit of its financial statements. In addition, a Single Audit is performed on grant expenditures.

The City received an unmodified audit opinion.

In the Single Audit Report, Section II (beginning on page 10) notes any financial statement findings. There were three findings noted. Each of these findings is explained in detail along with a corrective action plan.

Kaleb Lilly, along with his team from RubinBrown will be here to present the report to the committee.

Presenter: Kaleb Lilly, RubinBrown

Committee Recommendation: Presentation only. No action required.



*Presentation Of Results Of Annual Audit
And Required Communications*
City Of Lee's Summit, Missouri
For The Year Ended June 30, 2016





Table Of Contents

City Of Lee's Summit, Missouri

Auditor Communications	Page
Accounting Pronouncements	1 - 5
Graphs	6
Independent Auditors' Report On Additional Information	7 - 10
	11



Auditor Communications

City Of Lee's Summit, Missouri

Honorable Mayor and Members of the City Council
City of Lee's Summit, Missouri

We have audited the basic financial statements of the City of Lee's Summit, Missouri (the City) for the year ended June 30, 2016. Our audit was performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement and presented in accordance with accounting principles generally accepted in the United States of America. Our audit included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. We also assessed the accounting principles used by the City and the significant estimates made by the City's management as well as evaluated the overall financial statement presentation.

Auditing Standards require the auditor to ensure that those charged with corporate governance receive additional information regarding the scope and results of the audit that may assist the governing body in overseeing the financial reporting and disclosure process for which management is responsible. The following section describes matters which are required to be reported to you.

This information is intended solely for the use of the Honorable Mayor, Members of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

RubinBrown LLP

December 21, 2016



Auditor Communications (Continued)

City Of Lee's Summit, Missouri

AREA	COMMENTS
<p>Auditors' Responsibility Under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and Uniform Guidance</p> <p>Our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with our assistance are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and that the City complied in all material respects with the applicable compliance requirements of its major federal programs. Our audit of the financial statements does not relieve you or management of responsibility for the accuracy of the financial statements.</p> <p>Professional standards also require that we obtain a significant understanding of the City's internal control to plan the audit. However, such understanding is required for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control. Accordingly, we express no such assurance.</p>	<p>We have audited the financial statements of the City of Lee's Summit, Missouri (the City) and the City's compliance with laws and regulations applicable to each of its major federal programs for the year ended June 30, 2016 and have issued the following:</p> <ul style="list-style-type: none"> ◆ An unmodified opinion on the City's financial statements for the year ended June 30, 2016. ◆ A report on internal control over financial reporting and on compliance based on an audit of the financial statements in accordance with <i>Government Auditing Standards</i>. ◆ An unmodified opinion on compliance and a report on internal control over federal programs in accordance with Uniform Guidance. ◆ An in-relation-to opinion on the combining and individual fund financial statements and schedules. ◆ No opinion on the management's discussion and analysis and other RSI included within the financial statements. ◆ No opinion on the introductory and statistical sections of the CAFR.



Auditor Communications (Continued)

City Of Lee's Summit, Missouri

AREA	COMMENTS
<p>Other Information In Documents Containing Audited Financial Statements</p>	<p>To our knowledge, the 2016 audited financial statements are not included within any other document.</p>
<p>Planned Scope And Timing Of The Audit</p>	<p>We performed the audit according to the planned scope and timing previously communicated to you through our engagement letter regarding the nature, timing and extent of our audit procedures.</p>
<p>Qualitative Aspects Of Accounting Practices Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about appropriateness of accounting policies and their application.</p>	<ul style="list-style-type: none"> ◆ Significant accounting policies are described in Note 1. ◆ The City implemented GASB 72, <i>Fair Value Measurement and Application</i> during the year. ◆ We noted no transactions entered into during the year for which there was a lack of authoritative guidance or consensus. ◆ No significant transactions have been recognized in a different period than when the transactions occurred.



Auditor Communications (Continued)

City of Lee's Summit, Missouri

AREA	COMMENTS
<p>Management Judgments And Accounting Estimates The preparation of the financial statements requires the use of accounting estimates. Certain estimates are particularly sensitive due to their significance to the financial statements and the possibility that future events may differ significantly from management's expectations.</p> <p>We evaluated the key factors and assumptions used to develop the estimates noted at right in determining that these amounts are reasonable in relation to the financial statements taken as a whole.</p>	<ul style="list-style-type: none"> ◆◆ Allowance for uncollectible taxes and other accounts receivable ◆◆ Useful lives of capital assets ◆◆ Actuarial assumptions in the calculation of annual pension and OPEB costs ◆◆ Estimated liability for payment of incurred (both reported and unreported) but unpaid self insurance claims ◆◆ Estimated cost of closure and post closure care of the solid waste landfill ◆◆ Fair value of contributed capital assets
<p>Financial Statement Disclosures The disclosures are neutral, consistent and clear. Certain disclosures are particularly sensitive because of their significance to the financial statements users. The most sensitive disclosures affecting the financial statements are:</p>	<ul style="list-style-type: none"> ◆◆ Note 2 - The City's investment policy and portfolio risks ◆◆ Note 4 - The City's long-term obligations ◆◆ Note 7 - Employee retirement plan ◆◆ Note 8 - Other post employment benefits (OPEB) ◆◆ Note 10 - Closure and postclosure care costs
<p>Difficulties Encountered In Performing The Audit</p>	<p>There were no difficulties encountered in dealing with management related to performance of the audit.</p>



Auditor Communications (Continued)

City Of Lee's Summit, Missouri

AREA	COMMENTS
Corrected And Uncorrected Misstatements	Professional standards require us to accumulate factual, judgmental and projected misstatements identified during the audit, other than those that are trivial, communicate them to the appropriate level of management, and request their correction. Management has one corrected audit adjustment. See the attachment labeled Adjusting Journal Entries. In addition, we accumulated one uncorrected misstatement. See the attachment labeled Proposed Journal Entries. Management has determined that this uncorrected misstatement is not material to the financial statements taken as a whole.
Disagreements With Management	None
Management Representations	We have requested certain representations from management that are included in the management representation letter dated December 21, 2016. A copy of the signed representation letter is attached.
Management Consultations With Other Independent Accountants	None
Other Audit Findings Or Issues	There were no matters of significant discussion that affected our retention as the City's auditors.



Accounting Pronouncements

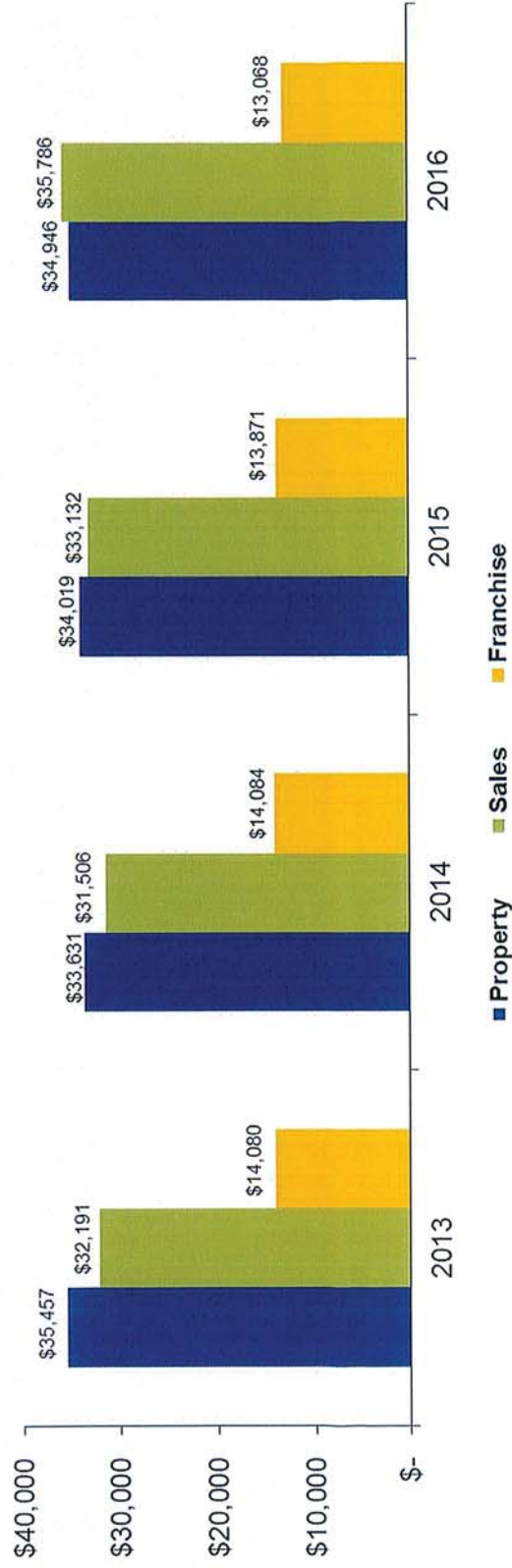
City Of Lee's Summit, Missouri

- ◆◆ GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (OPEB)*
 - ◆ These benefits principally involve health care benefits.
 - ◆ This proposed standard would provide guidance on how OPEB is accounted for and reported. The proposed guidance for OPEB reporting is similar to the new pension standards.

- ◆◆ GASB Statement No. 77, *Tax Abatement Disclosures*
 - ◆ This Statement requires governments that enter tax abatement agreements to disclose among other things
 - ◆ Taxes being abated and the authority under which they are abated along with commitments from the recipients.
 - ◆ Gross amount of the taxes abated during the period.
 - ◆ Any other commitments from the government made as part of the abatement agreement.

- ◆◆ GASB Statement No. 83, *Certain Asset Retirement Obligations*
 - ◆ This Statement requires governments to evaluate if there is a legally enforceable liability associated with the retirement of capital assets.

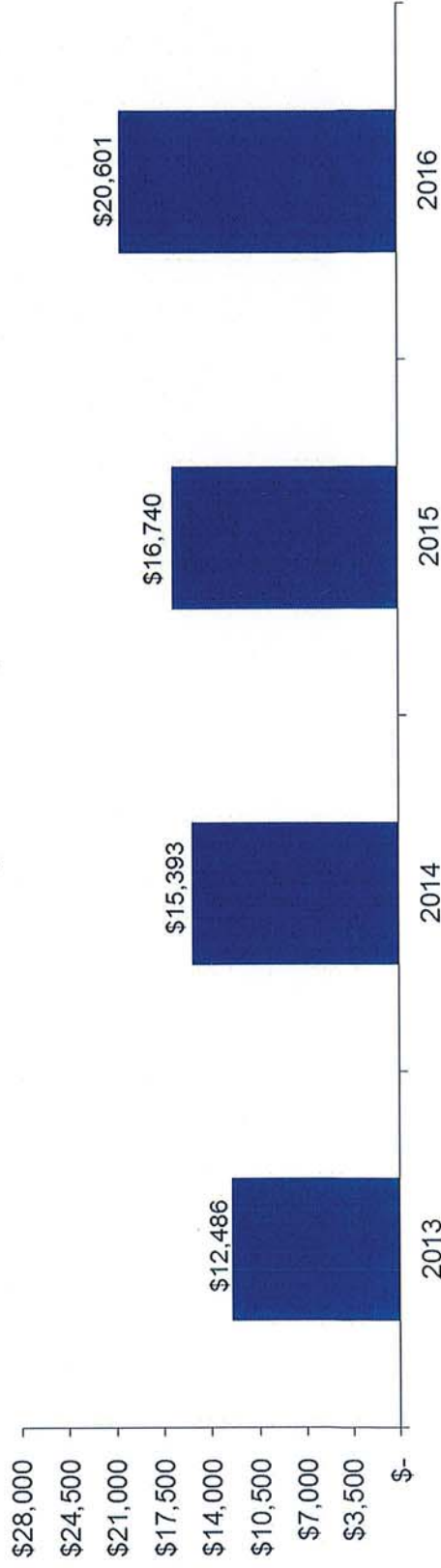
**Selected Tax Revenues - Governmental Funds
(In Thousands)**



OBSERVATION

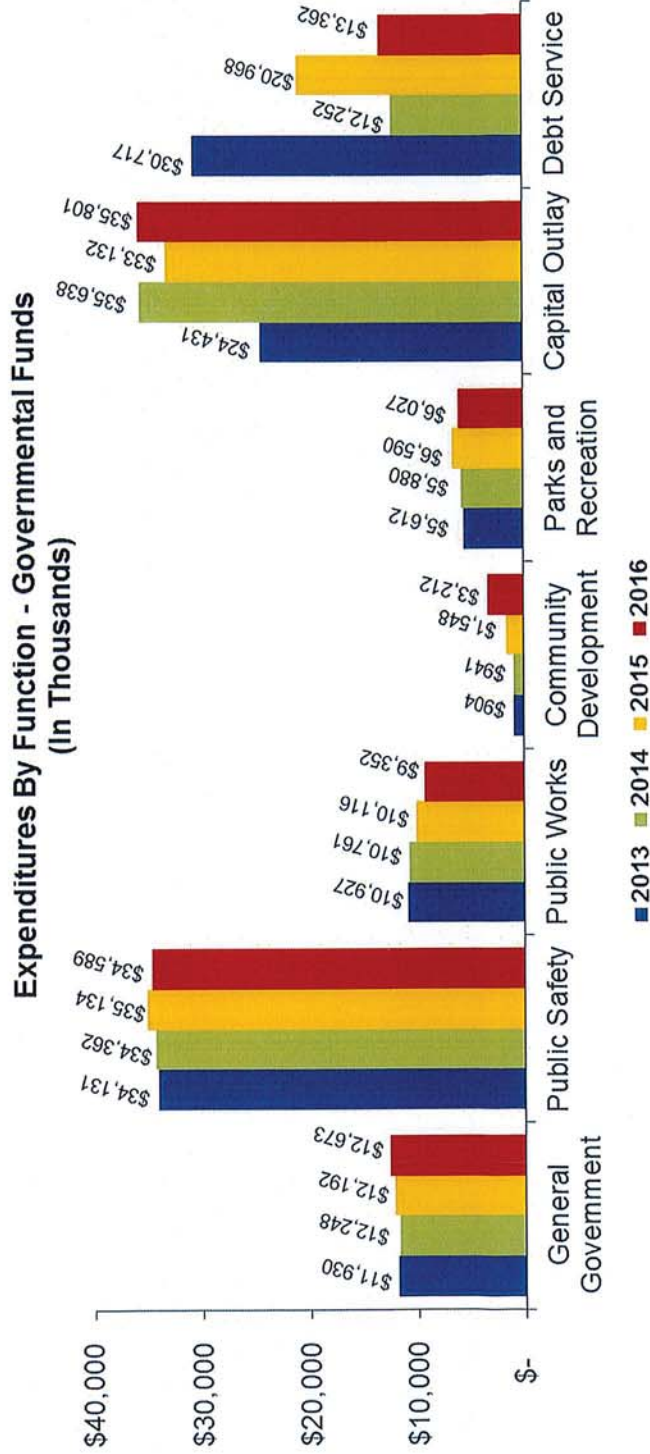
All three tax sources are very consistent from year to year since 2013. There have been steady increases in sales and property taxes since 2014.

Unassigned Fund Balance - General Fund
(In Thousands)



OBSERVATION

From 2013 to 2016, the General Fund has had a surplus of revenues over expenditures and the unassigned fund balance in the General Fund has been steadily growing. The 2016 balance represents approximately 35% of the expenditures in the fund for the entire year.



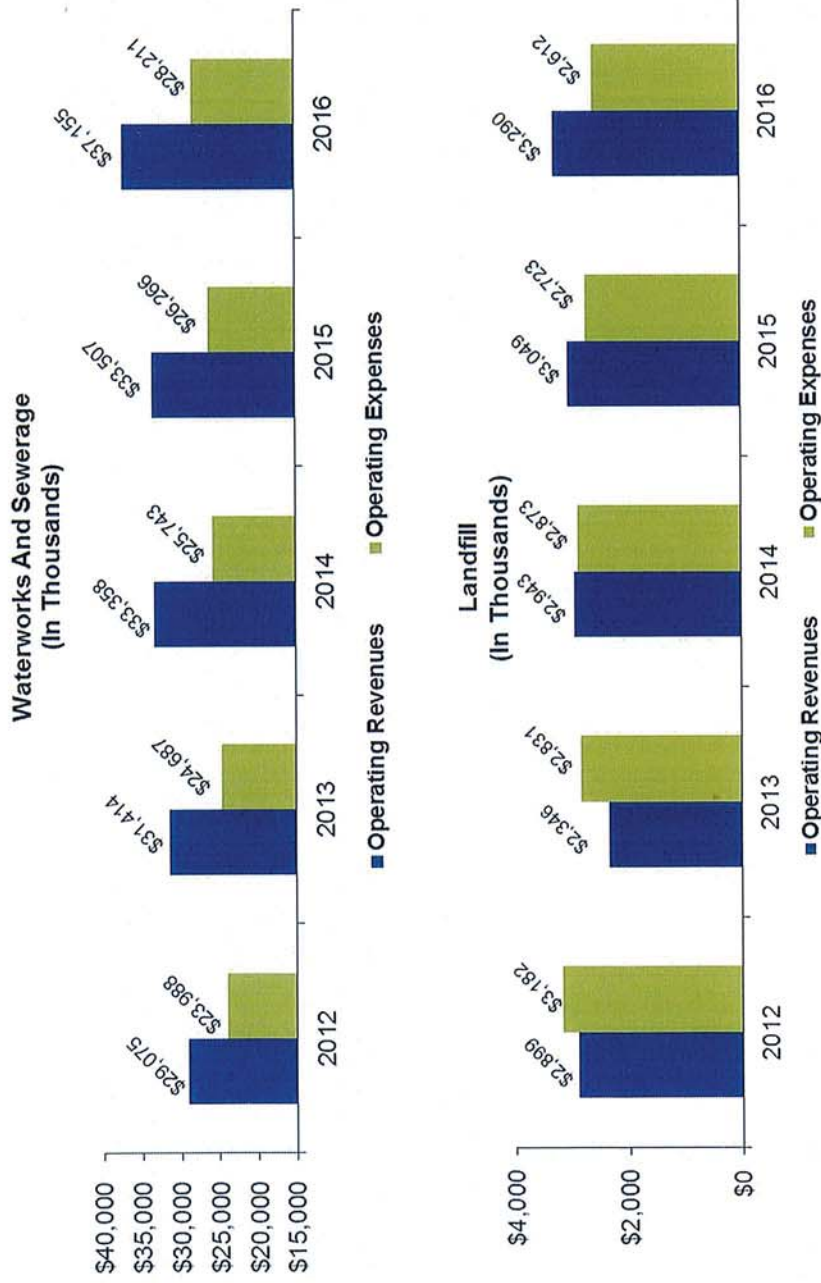
OBSERVATION

General government, public safety, public works, community development, and parks and recreation expenditures are consistent from 2013 to 2016. The increase in capital outlay expenditures in 2014 through 2016 are largely due to increased public works (road) construction contracts as well as park development. The increase in debt service expenditures for 2013 and 2015 related to refunding certain bonds in each respective year with the issuance of new debt.

Graphs (Continued)



City Of Lee's Summit, Missouri



Observations
Operating revenues have consistently increased each year since 2012. Operating expenses have also increased but not as significantly as revenues.

Observations
2014 was the first year since 2010 that landfill operating revenues exceeded operating expenses. That trend continues through 2016.



Independent Auditors' Report On Additional Information

City Of Lee's Summit, Missouri

Honorable Mayor and Members of the City Council
City of Lee's Summit, Missouri

Our report, dated December 21, 2016, on our audit of the basic financial statements of the City of Lee's Summit, Missouri (the City) for the year ended June 30, 2016 accompanies the financial statements of the City. That audit was conducted for the purpose of forming opinions on the basic financial statements taken as a whole. The additional information presented on pages 6 through 10 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we express no such opinion on it.

RubinBrown LLP

December 21, 2016



LEE'S SUMMIT

MISSOURI

December 21, 2016

RubinBrown LLP
10975 Grandview Drive
Building 27, Suite 600
Overland Park, Kansas 66210

We are providing this letter in connection with your audit of the financial statements of City Of Lee's Summit, Missouri as of June 30, 2016 and for the year then ended for the purpose of expressing opinions as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City Of Lee's Summit, Missouri and the respective changes in financial position and, where applicable, cash flows thereof in conformity with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with U.S. generally accepted accounting principles.

We understand we are responsible for management decisions and functions, for designating a qualified employee to oversee any nonattest services you provide, for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

We confirm, to the best of our knowledge and belief the following representations made to you during your audit.

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter.
2. The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates are reasonable.
6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
7. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed. No events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements or in the schedule of findings and questioned costs.
8. The effects of uncorrected misstatements are immaterial both individually and in the aggregate, to the financial statements for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.
9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
10. Guarantees, whether written or oral, under which the city council is contingently liable, if any, have been properly recorded or disclosed.
11. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of City Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
12. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
13. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
14. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a. Management,
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.

Finance Department

15. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity's financial statements communicated by employees, former employees, regulators, or others.
16. We have disclosed to you all known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
17. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
18. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
19. We have made available to you all financial records and related data..
20. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
21. We have a process to track the status of audit findings and recommendations.
22. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
23. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
24. The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or net position.
25. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
26. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
27. As part of your audit, you assisted with preparation of the financial statements and related notes and schedule of expenditures of federal awards. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted

- responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
28. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
 29. The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
 30. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
 31. The financial statements properly classify all funds and activities.
 32. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
 33. Components of net position (net investment in capital assets; restricted; and unrestricted) are properly classified and, if applicable, approved.
 34. Investments, derivative instruments, and land are properly valued.
 35. Provisions for uncollectible receivables have been properly identified and recorded.
 36. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
 37. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
 38. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
 39. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
 40. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
 41. We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available and have determined that net assets were properly recognized under the policy.
 42. We are responsible for properly reconciling cash in the general ledger to the bank on a monthly basis. We represent to you that we have made a good faith effort to accomplish this each month and that there still remains a difference between bank and general ledger balances at June 30, 2016.
 43. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in

the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

44. With respect to the combining and individual nonmajor fund financial statements and schedules:

- a. We acknowledge our responsibility for presenting the combining and individual nonmajor fund financial statements and schedules in accordance with accounting principles generally accepted in the United States of America, and we believe the combining and individual nonmajor fund financial statements and schedules, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the combining and individual nonmajor fund financial statements and schedules have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- b. If the combining and individual nonmajor fund financial statements and schedules are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

45. With respect to federal award programs:

- a. We are responsible for understanding and complying with and have complied with the requirements of the Uniform Guidance, including requirements relating to preparation of the schedule of expenditures of federal awards.
- b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
- d. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance and included in the SEFA made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property),

cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

- e. We are responsible for understanding and complying with, and have complied with, the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major program.
- f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements applicable to federal programs that provides reasonable assurance that we are managing our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g. We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i. We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the Uniform Guidance Compliance Supplement, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the requirements of federal awards.
- j. We have disclosed any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB Compliance Supplement..
- m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.

- n. We have made available to you all documentation related to compliance with the direct material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies in internal control over compliance (including material weaknesses in internal control over compliance), have occurred subsequent to the date as of which compliance was audited.
- r. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t. We have monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and have met the requirements of the Uniform Guidance.
- u. We have taken appropriate action, including issuing management decisions, on a timely basis after receipt of subrecipients' auditor's reports that identified noncompliance with laws, regulations, or the provisions of contracts or grant agreements and have ensured that subrecipients have taken the appropriate and timely corrective action on findings.
- v. We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- w. We have charged costs to federal awards in accordance with applicable cost principles.
- x. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- y. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

Finance Department

- z. We are responsible for preparing and implementing a corrective action plan for each audit finding.

Darlene Pickett

Darlene Pickett, Controller

Conrad Lamb

Conrad Lamb, Finance Director

Stephen A. Arbo

Stephen A. Arbo, City Manager

Finance Department

Client: 20600.0000 - City of Lee's Summit
 Engagement: 2016 AUD - City of Lee's Summit
 Period Ending: 6/30/2016
 Trial Balance: TB
 Workpaper:

Account	Description	W/P Ref	Debit	Credit	Increase (Decrease) to Ending Net Assets
Adjusting Journal Entries JE # 25					
To correct Accounts Payable/Accrual amount calculation related to Airport Construction Invoice. Originally booked 1 day of expense					
321-2006-0	Retainage Payable	5106	1,590.00		1,590.00
321-2011-0	Other Accrued Expenses		30,216.00		30,216.00
321-8505-0	Construction Contracts		1,090,231.00		
321-2006-0	Retainage Payable			54,512.00	(54,512.00)
321-2011-0	Other Accrued Expenses			1,035,719.00	(1,035,719.00)
321-8505-0	Construction Contracts			31,806.00	
Total			<u>1,122,037.00</u>	<u>1,122,037.00</u>	<u>(1,058,425.00)</u>

Client: 20600:0000 - City of Lee's Summit
 Engagement: 2016 AUD - City of Lee's Summit
 Period Ending: 6/30/2016
 Trial Balance: TB
 Workpaper: 3003 - Proposed JE Report

Account	Description	W/P Ref	Debit	Credit
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Proposed JE # 29
 Entry to record effect of correcting adjustment to water fund
 accrued interest through current year expense

5101

500-3000-0	Fund Balance		179,837.00	
500-7801-0	Interest Expense			179,837.00
Total			<u>179,837.00</u>	<u>179,837.00</u>

Effect on Ending Net Assets 0.00



LEE'S SUMMIT
MISSOURI

Comprehensive Annual Financial Report

For The Year Ended June 30, 2016

CITY OF LEE'S SUMMIT, MISSOURI
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2016

Report issued by the Department of Finance

CITY OF LEE'S SUMMIT, MISSOURI

Table Of Contents

	Page
Introductory Section	
Letter Of Transmittal	i - x
Principal Officials	xi
Organizational Chart	xii
GFOA Certificate Of Achievement	xiii
Financial Section	
Independent Auditors' Report	1 - 3
Management's Discussion And Analysis	4 - 13
Basic Financial Statements	
Government-Wide Financial Statements:	
Statement Of Net Position	14
Statement Of Activities	15
Fund Financial Statements	
Governmental Funds:	
Balance Sheet	16
Reconciliation Of The Governmental Funds Balance Sheet To The Statement Of Net Position	17
Statement Of Revenues, Expenditures And Changes In Fund Balances	18
Reconciliation Of The Statement Of Revenues, Expenditures And Changes In Fund Balances Of Governmental Funds To The Statement Of Activities	19
Proprietary Funds:	
Statement Of Net Position	20
Statement Of Revenues, Expenses And Changes In Fund Net Position	21
Statement Of Cash Flows	22
Notes To Basic Financial Statements	23 - 52
Required Supplementary Information	
Budgetary Comparison Information - General Fund	53
Notes To Budgetary Comparison Information	54
Schedule Of Funding Progress - Retirement Plan And Other Post Employment Benefit Obligations	55 - 56

CITY OF LEE'S SUMMIT, MISSOURI

Table Of Contents

	Page
Supplementary Information	
Combining Balance Sheet - Nonmajor Governmental Funds	57
Combining Statement Of Revenues, Expenditures And Changes In Fund Balances - Nonmajor Governmental Funds	58
Combining Balance Sheet - Nonmajor Special Revenue Funds	59
Combining Statement Of Revenues, Expenditures And Changes In Fund Balances - Nonmajor Special Revenue Funds	60
Budgetary Comparison Schedules:	
Park Board Fund	61
Violence Against Women Grant Fund	62
Combining Balance Sheet - Nonmajor Capital Projects Funds	63 - 64
Combining Statement Of Revenues, Expenditures And Changes In Fund Balances - Nonmajor Capital Projects Funds	65 - 66
Budgetary Comparison Schedule - Debt Service	67
Combining Statement Of Net Position - Internal Service Funds	68
Combining Statement Of Revenues, Expenses And Changes In Fund Net Position - Internal Service Funds	69
Combining Statement Of Cash Flows - Internal Service Funds	70
Statistical Section (Unaudited)	
Net Position By Component	71
Changes In Net Position	72 - 73
Fund Balances - Governmental Funds	74
Changes In Fund Balances - Governmental Funds	75 - 76
Program Revenues By Function/Program	77
All Governmental Funds Revenues By Source	78
Assessed Value And Estimated Actual Value Of Taxable Property	79
Direct And Overlapping Property Tax Rates	80
Principal Property Taxpayers	81
Property Tax Levies And Collections	82
Ratios Of Outstanding Debt By Type	83
Ratios Of Net General Bonded Debt Outstanding	84
Direct And Overlapping Governmental Activities Debt	85
Legal Debt Margin Information	86
Demographic And Economic Statistics	87
Principal Employers	88
Full-Time Equivalent City Employees By Function	89
Operating Indicators By Function	90
Capital Statistics By Function	91

Introductory Section



LEE'S SUMMIT MISSOURI

December 21, 2016

The Honorable Mayor and City Councilmembers:

Transmitted herewith is the annual financial report for the City of Lee's Summit, Missouri (the City) for the fiscal year ended June 30, 2016. The Finance Department prepared this report and responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. We believe the data, as presented, is accurate in all material aspects; that it is presented in a manner designed to fairly set forth the financial position and results of operations of the City, as measured by the financial activity of its various funds; and that all disclosures necessary to enable the reader to gain the maximum understanding of the City's financial affairs have been included.

Profile of the Government

The City was organized on December 1, 1865 under the laws of the State of Missouri. The City became a Charter City on April 2, 1996 when voters approved the Home Rule Charter. The charter established a government in which the City Council, consisting of eight members, two per district, elected by their respective district's citizens, performs the legislative duties of the City. The City Council holds Regular Sessions the first and third Thursday of each month and has an additional "Work or Study Session" on the second Thursday of each month. The executive power in the City is vested in the Mayor, who is recognized as the head of the City for all legal and ceremonial purposes. The Mayor is elected at large by the City electorate. The City Manager is the chief administrative officer of the City. The City Manager is appointed by the Mayor with the advice and consent of a majority of the City Council.

Lee's Summit is approximately 65 square miles in size and is located at the suburban edge of the Kansas City metropolitan area and has absorbed significant growth in the last three decades. In 1980, the City's population was approximately 28,000 and 46,500 in 1990. The city experienced a 53 percent increase in populations from 1990 to 2000 and increased in population by more than 29 percent between 2000 and 2010. Today's population is approximately 95,430.

The Honorable Mayor
and City Council members
City of Lee's Summit, Missouri

The City is well served by several interstate, federal and state highways. Interstate 470, which rings the southeastern part of the Kansas City metropolitan area, and connects with Interstates 70 and 435, dissects the City of Lee's Summit. These interstates also connect with Interstates 35 and 29, thereby giving Lee's Summit excellent access to the entire metro area. Two federal highways, U.S. 50 and U.S. 40, and two state highways, M-291 and M-150, also connect Lee's Summit to Kansas City and the surrounding area. Significant road improvements throughout the community over the past ten years have enhanced safety, alleviated traffic congestion, and opened areas for development. Amtrak and the Union Pacific Railroads also serve the City. The Lee's Summit Municipal Airport has both north/south and crosswind directional runways.

Utility service in the City is mixed between public and private companies. Water and sanitary sewerage utilities are operated by the Water Utilities Department of the City. Water and sewerage rates are established to meet the total revenue requirements of the utilities. Natural gas is supplied by the Missouri Gas Energy (Laclede Gas Company) and electricity by Kansas City Power and Light. Both traditional and cellular phone service is provided by numerous companies.

All major commercial television networks, independent local stations as well as public television and various cable & satellite television companies service the City, and a number of AM and FM stations broadcast throughout the area.

In addition to the *Kansas City Star* daily newspaper and its supplemental *Southland Star* published on Saturdays, the City is served by the *Lee's Summit Journal*, *The Examiner* and the *Lee's Summit Tribune*.

Education

The City of Lee's Summit boundaries overlap several school districts. The Lee's Summit R-7 School District represents 83% of the total area. Recognized as one of the nation's outstanding school districts, the Lee's Summit R-7 School District was named as seventh best in the nation by Money magazine in its annual "Best Places to Live" issue focusing on the nation's top 100 small cities. In addition, the R-7 School District has won Missouri's Distinction in Performance Award, the state's highest recognition for academic achievement. The school district's enrollment has increased from 9,125 pupils in 1990 to 17,747 in 2016. The school district expects growth to continue. The R-7 School District has 18 elementary schools, 3 middle schools and 3 high schools. The district also operates an Early Education Center, Parents as Teachers program, Summit Ridge Academy (alternative high school) and Summit Technology Academy. Along with a special-education, day-treatment facility, Miller Park Center, and the Lee's Summit R-7 Aquatic Center. Within City limits, the Blue Springs R-4 School District also has an elementary school and middle school.

There are numerous higher education institutions located within the Kansas City metro area that are accessible to residents in Lee's Summit. For continuing education and associate's programs, the Metropolitan Community College – Longview is another award-winner with nearly 8,000 students enrolled per year. Undergraduate completion programs are available through the University of Central Missouri's Summit Center Campus.

The Mid-Continent Public Library system has two facilities in Lee's Summit, one in the east central section and one in the west central part of the City.

Recreation, Cultural and Religious Facilities

Lee's Summit Parks and Recreation offers a quality of life that is second to none. This Gold Medal Award winning department manages a wide range of programs and activities throughout the Lee's Summit community. One hundred and ten staff and hundreds of seasonal staff care for over 1,100 acres, almost 70 miles of trails, manage three community centers, a water park, an amphitheater, and provide more than 3,100 programs and events annually. To help serve the population, a volunteer program was created; and approximately 2,600 volunteers contributed over 93,000 hours. Lee's Summit Parks and Recreation nurtures public and private partnerships with county parks, private developers and other city departments to create land agreements, new neighborhood parks and the two dog parks.

Lee's Summit Parks and Recreation also supports and encourages arts, culture and beautification throughout the City by administering both the Arts Council and Beautification Commission for the City. From free downtown festivals, to an Arts Council grant program and Arts Summits, to the Beautification Committee awards, Lee's Summit Parks and Recreation ensure the continuance and growth of a thriving arts community in Lee's Summit.

The Park Board continues to support significant improvements to existing parks and recreation facilities based on a citizen-based strategic plan called "Legacy for Tomorrow and Beyond" with voters approving an extension of the Parks and Soils sales tax in 2005. These projects are funded through user fees, Parks and Soils sales tax and property taxes as well as cooperative development agreements in which potential neighborhood park land is donated by developers.

Lake Jacomo, Longview Lake, Blue Springs Lake and Prairie Lee Lake are located in Jackson County Parks within the City limits of Lee's Summit and offer numerous recreational activities such as boating, fishing, camping, skiing and swimming. Lee's Summit residents and the Kansas City metropolitan area enjoy these lakes.

Commerce, Industry and Employment

Lee's Summit continues to see growth in commercial and residential development.

Two highway interchanges opened in 2010 serving Lee's Summit. The I-470 and 350/50 Highway interchange opened up approximately 150 acres of commercial land for new development and improved access to two regional shopping centers with 1.2 million square feet of retail space along with reducing traffic congestion and improving safety. The Strother Road interchange provides convenient access from the interstate to a light industrial area, alleviates traffic congestion and helps to spur economic development in the area. Currently under construction is a new interchange on US 50 Highway and Blackwell Road and reconstruction is in the design stages for the interchange on US 50 Highway at M-291 South. These two interchanges will help alleviate traffic congestion.

The Honorable Mayor
and City Council members
City of Lee's Summit, Missouri

The City of Lee's Summit has a broad spectrum of major employers. They include companies that manufacture everything from plastic containers to tools to electronic components. In addition to manufacturing, there are a wide variety of services such as customer service centers for pharmaceuticals and telecommunications firms, data management and processing centers and educational institutions. There are six business sites in Lee's Summit with 500 employees or more.

John Knox Village is widely recognized as one of the best and most comprehensive retirement communities in the country. John Knox Village is a continuing care retirement community that provides independent living, countless services and amenities and a full continuum of long term health care services. Located on 450 acres, more than 1,500 residents enjoy services and amenities in nearly 1,300 housing choices, ranging from free standing homes to apartment complexes, including private assisted living apartments and a skilled nursing center.

The City has seen its retail sales tax base increase significantly in the past fourteen years. The pattern of retail development in Lee's Summit follows closely with major traffic routes. The 800,000-square-foot Summit Woods Crossing is located west of US 50 Highway and just south of I-470. It includes anchor tenants such as Lowe's, Kohl's, Best Buy, Dick's, Target and specialty stores such as Michaels and Bed Bath and Beyond. Summit Fair, a 486,000-square-foot, open-air lifestyle center, is located east of US 50 Highway and just south of I-470. Opening in August 2009 and anchored by Macy's and JC Penney, it includes men's and women's fashion, fast-casual eateries, sit-down restaurants and specialty retailers. Smaller centers are scattered throughout the City, generally along highways M-291, M-150 and US 50.

The City, in cooperation with the Unity Village School of Christianity, approved the annexation and development of approximately 300 acres of land south of Colbern Road in 2012. This property contains an estimated 2.2 million square feet capacity for 'Class A' and other commercial oriented development upon full build out.

Major Initiatives

The following table sets forth average annual unemployment figures for Lee's Summit and for the State of Missouri, obtained from the Bureau of Labor Statistics, compared to national figures:

<u>Year</u>	<u>Area Unemployment Rate</u>	<u>Statewide Unemployment Rate</u>	<u>United States Unemployment Rate</u>
2016	3.5%	4.9%	4.9%
2015	3.8%	5.2%	5.3%
2014	4.7%	6.4%	6.1%
2013	5.1%	7.1%	7.5%
2012	5.3%	7.0%	8.2%

The City of Lee's Summit continues to be an active and growing community. 1,881 building permits were issued in calendar year 2015 (including alterations, additions and demolitions).

The Honorable Mayor
and City Council members
City of Lee's Summit, Missouri

The City's population has grown from 28,416 in 1980, 47,253 in 1990, 70,700 in 2000 and 91,364 in the 2010 census to an estimated population of 95,430 as of December 2015.

Capital projects of \$50.5 million were constructed during the year using proceeds of General Obligation Bonds, Certificates of Participation, water and sewer connection fees, transportation sales and excise taxes together with grant funds for buildings, street, airport, water and sewer improvements.

The Lee's Summit 360° Strategic Planning process completed its 6th year in the implementation phase. In August 2009, the City Council approved a resolution adopting this as the City's long-term strategic plan. This is the third such plan that the community of Lee's Summit has collaborated together to create. The first strategic plan was completed in 1993 with a follow-up in 1999. Many of the accomplishments attributed to the quality of life in our community, and the excellence in City services are a result of the previous two processes. From the new City Hall complex to the renovated downtown corridor, strategic planning has dramatically changed the way Lee's Summit has developed during the last two decades.

Citizen participation has become the norm in Lee's Summit. From involving citizens in identifying problems to inviting them to be part of suggesting solutions, citizens are empowered to contribute their time and talents in many ways. Lee's Summit has a wide variety of volunteer boards and commissions and an opportunity for anyone who desires to get involved. The implementation of our citizen strategic plan is just one of the reasons why Lee's Summit has passed 20 successful ballot issues in a row.

Long-Term Financial Planning

Over the years, one of the City's strengths has been its strong financial condition and prudent financial management. The City has diligently developed and implemented annual budgets that provide our citizens consistent, reliable municipal services and programs.

The economic downturn significantly affected the City's General Fund revenue in fiscal year 2009. The City has experienced modest growth in revenue categories such as property tax, franchise tax, sales tax and vehicle tax over the past six years. The City continued to focus on cost containment efforts to continue to meet fiscal priorities to residents. These cost containment efforts began during fiscal year 2009 and continue into 2016, as vacant positions are carefully evaluated and approved and filled only when essential.

General Fund expenditures are recommended to increase 5.2% over the previous year's budget. These increases are due to higher health insurance costs, employee merit increases, and tax abatement and incentive payments.

Financial Information

Management of the City is responsible for establishing and maintaining internal control designed to ensure that the assets of the government are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles (GAAP). The internal controls are designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The accounts of the City are organized on the basis of funds and account groups, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, equities, revenues and expenditures or expenses.

Budgetary control is maintained to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City Council. Activities of the General Fund, Special Revenue Funds and Debt Service Funds are included in the annual appropriated budget. The level of budgetary control is established at the activity level by the encumbrance of purchase orders with material balances before their release to vendors. Purchase orders that result in an overrun of activity balances are not released until alternative sources of payment are made available.

Single Audit

As a recipient of federal, state and county financial assistance, the City is also responsible for ensuring that adequate internal control is in place to ensure compliance with applicable laws and regulations related to those programs. Internal control is subject to periodic evaluation by the management of the City.

As a part of the City's single audit, tests are made to determine the adequacy of internal control, including that portion related to federal financial assistance programs, as well as to determine that the government has complied with applicable laws and regulations. The results of the City's single audit for the fiscal year ended June 30, 2016 provided for two significant deficiencies in internal control, which were also a violation of applicable laws and regulations. This report is available in the City of Lee's Summit's separately issued Single Audit Report.

Major Revenue Sources

The City's largest source of revenue is from property taxes.

Combined property, franchise and excise tax revenues comprise 45% of total governmental revenue.

Property tax is an ad valorem tax, levied on all real and personal property, based upon the assessed valuation as established by the County Assessor on January 1st of each year. Real property assessed valuation is determined by applying the "market value" times the appropriate assessment ratios. They are as follows: Commercial/Industrial-32%; Residential-19%; Agricultural-12%. Personal property assessed valuation is set at 33% of market value and is determined by the State Tax Commission. Each year the City Council must set the rates to be levied for the City's property taxes.

Utility franchise fees are gross receipt taxes levied on all service charges for customers subscribing to natural gas, electricity, telecommunications and cable television service within the City's boundaries. Franchise taxes are directly dependent on the weather conditions and will vary with extreme periods of heat or cold.

The road excise tax is in the form of a license tax on building contractors to be paid on all development which requires a building permit and results in additional traffic (vehicle trips). The license tax is paid prior to the building permit issuance. These revenues are used to construct streets, roads, bridges and related improvements.

Sales taxes comprise approximately 33% of total governmental revenue.

The City imposes a total sales tax of 2.25% on all goods and commodities sold within the City limits with the exception of pharmaceutical drugs and farm machinery. The State of Missouri receives the tax from the respective business and distributes the funds monthly to the City.

The general sales tax is a one cent sales tax used for the General Fund.

The transportation tax is a one-half cent sales tax used for funding transportation projects only. This tax is not levied on utilities.

The capital project sales tax is a one-half cent sales tax with a sunset of ten years as approved by the voters of Lee's Summit for streets, roads, bridges and related improvements. The tax became effective beginning April 1, 1998. This tax was approved by voters for an additional ten years at the same rate. This tax will sunset on March 31, 2018.

The local parks sales tax is a one-quarter cent sales tax with a sunset of ten years to fund four key elements of the "Legacy for Tomorrow" plan. Previously, this tax rate was three-eighths cent. The new rate became effective on April 1, 2008. These revenues will be used to fund future projects including a new senior center, family aquatics center, more trails and expansion of Legacy Park. This tax will sunset on March 31, 2018.

The state motor vehicle fuel tax is distributed to the City on the city-to-state population ratio. The ratio is based on the U.S. census figures and will fluctuate with statewide consumption and population changes, as they become measurable.

The City actively applies for many federal and state pass-through grant funds that may be available. Many of these grants are designed to provide start-up funds or are for limited periods of time.

Enterprise Funds

The City operates four Enterprise Funds: the Combined Waterworks and Sewerage System, the Airport, the Solid Waste Management (Sanitary Landfill) and the Harris Park Community Center.

These funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the stated intent is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges and where periodic determination of revenues earned, expenses incurred and/or net income is deemed appropriate of capital maintenance, public policy, management control, accountability or other purposes.

Combined Waterworks and Sewerage System

The City's combined Water and Sewer System revenues include water and sewer connection fees intended to fund significant capital improvement projects identified in their respective master plans. The rate structure provides a capital improvement funding mechanism to upgrade and replace existing transmission and collection lines.

A strategic plan for the Water Utilities Department was adopted by the City Council in December 2011. This plan consisted of a comprehensive assessment phase followed by a strategic planning process. One of many recommendations of the plan was to adjust water rates in order to preserve financial reserves, address needed system improvements and offset increasing operating costs.

The City purchases its water from the City of Independence, Missouri (71%) and the City of Kansas City, Missouri Water Department (29%). Sewage treatment is provided by the Little Blue Valley Sewer District, which charges member cities on a volume treated basis. The City of Lee's Summit represents approximately 25% of the normalized flow of the Little Blue Valley metro sewer district.

Airport

The City operates the Lee's Summit Municipal Airport, which is designated by the Federal Aviation Administration as a reliever airport for the Kansas City metropolitan area. It is designed to reduce congestion at larger air carrier airports by providing general aviation pilots with alternate landing facilities. It is further classified as a general aviation utility airport serving planes with gross weights of less than 30,000 pounds and landing speeds less than 121 knots. The airport is equipped with two runways, each approximately 4,000 feet long, and supports an estimated 34,000 takeoffs and landings of personal and business purposes per year. The Airport has 23 buildings and many tie down spots that house approximately 172 aircraft.

In April 2011, the *Airport Business Plan* was adopted by the City Council. The plan was developed to assess the potential to improve the Airport's financial performance, economic development and operation. Items identified in the plan to increase profitability range from extending a runway to attract more corporate aviation to improving terminal services and initiating a marketing strategy.

Following recommendation of the *Airport Business Plan*, the City initiated an engineering contract for services to provide the design work for the first phase of development involving the grading for a 1,285 foot extension to the south. This work is being performed with the assistance of federal and state aviation grants and was completed in 2016.

Solid Waste Management (Sanitary Landfill)

The Solid Waste Management facility (Landfill) remains one of the few municipally operated sites for solid waste disposal in the Kansas City metropolitan area. During 2016 the daily operations of the landfill were outsourced to an outside vendor. The expansion of the original area should provide solid waste disposal until 2018.

Harris Park Community Center

The Harris Park Community Center, formerly known as the Recreation Center is a multipurpose recreational facility that is self-supporting and was renovated in 2008. The Center offers summer day camp for children, volleyball, soccer, basketball leagues and instruction, as well as numerous other activities and programs.

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Lee's Summit, Missouri for its comprehensive annual financial report for the fiscal year ended June 30, 2015. This was the 38th consecutive year that the government achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current comprehensive annual report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, the government also received the GFOA's Distinguished Budget Presentation Award for its annual budget document beginning July 1, 2015. In order to qualify for the Distinguished Budget Presentation Award, the government's budget document was judged to be proficient in several categories, including as a policy document, a financial plan, an operations guide and a communications device.

The Honorable Mayor
and City Council members
City of Lee's Summit, Missouri

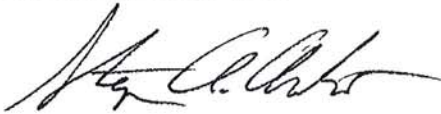
Independent Audit

The City Charter requires an annual audit to be made of the financial statements of the various funds and account groups. This audit is performed by an independent certified public accounting firm selected by the City. The City's auditor is RubinBrown LLP.

Acknowledgments

The preparation of this report was accomplished through the efforts of the staff of the Finance Department in cooperation with the City's auditors, RubinBrown LLP. Our sincere thanks to all of those who assisted.

Respectfully submitted,



Stephen A. Arbo
City Manager



Conrad E. Lamb
Finance Director

THE CITY OF LEE'S SUMMIT

MAYOR

Randall L. Rhoads

DISTRICT 1

Rob Binney
Diane Forte

DISTRICT 3

Derek Holland
Diane Seif

DISTRICT 2

Allan Gray
Trish Carlyle

DISTRICT 4

Robert T. Johnson
Dave Mosby

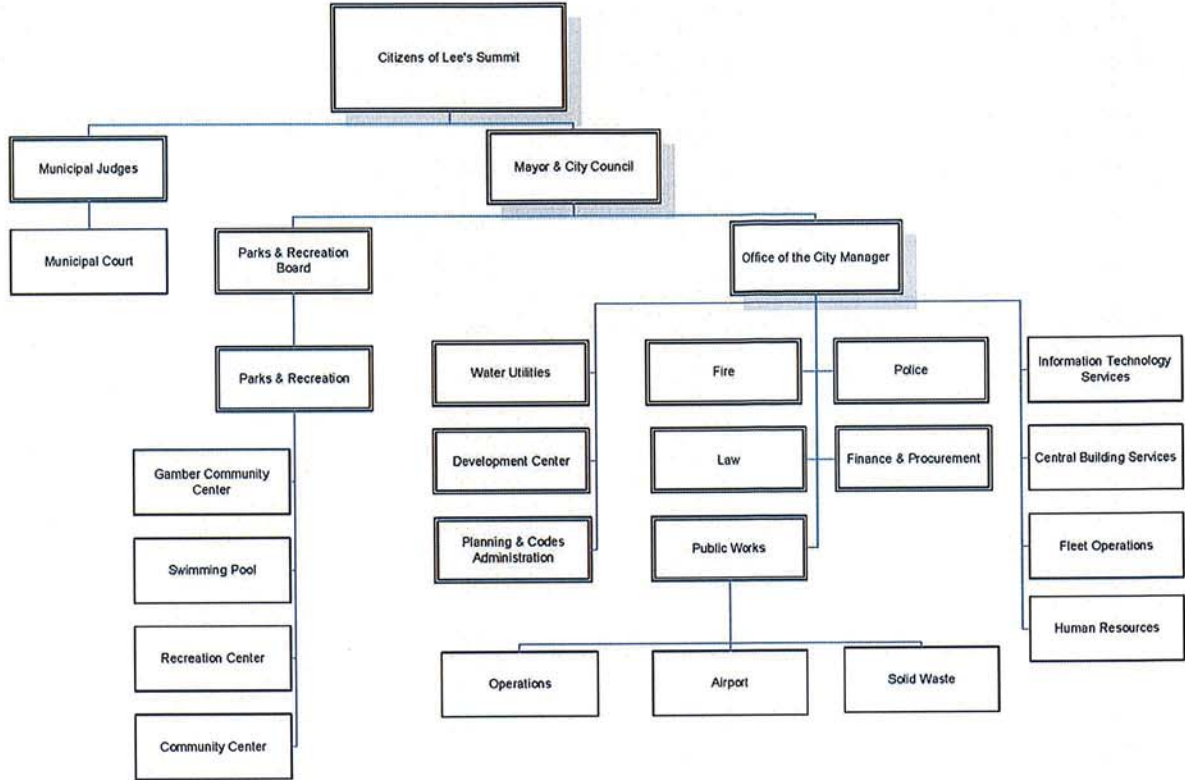
FINANCE & BUDGET COMMITTEE

Diane Forte, Chairman
Diane Seif
Dave Mosby
Trish Carlyle

ADMINISTRATION

Stephen A. Arbo, City Manager
Conrad E. Lamb, Finance Director
Rick Poeschl, Fire Chief
Brian Head, City Attorney
Travis Forbes, Police Chief
J. Thomas Lovell, Parks Administrator
Dena Mezger, Public Works Director
Mark Schaufler, Water Utilities Director
Robert McKay, Planning & Codes Administration Director
Mark Dunning, Development Center Director

Organizational Chart





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Lee's Summit
Missouri**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2015

Executive Director/CEO

Financial Section



RubinBrown LLP
Certified Public Accountants
& Business Consultants

10975 Grandview Drive
Suite 600
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Independent Auditors' Report

The Honorable Mayor and Members
of the City Council
City of Lee's Summit, Missouri

Report On The Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Lee's Summit, Missouri, as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City of Lee's Summit, Missouri's basic financial statements, as listed in the table of contents.

Management's Responsibility For The Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lee's Summit, Missouri as of June 30, 2016, and the respective changes in financial position, and where applicable, cash flows, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 through 13, the Budgetary Comparison Information on pages 53 through 54, the Schedules of Selected Pension Information on page 55, and the Schedule of Funding Progress on page 56 to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Lee's Summit, Missouri's basic financial statements. The combining and individual nonmajor fund financial statements and schedules, introductory section and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The Honorable Mayer and Members
of the City Council
City of Lee's Summit, Missouri

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required By *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated December 21, 2016 on our consideration of the City of Lee's Summit, Missouri's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Lee's Summit, Missouri's internal control over financial reporting and compliance.

RubinBrown LLP

December 21, 2016

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CITY OF LEE'S SUMMIT, MISSOURI

MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2016

As management of the City of Lee's Summit, Missouri (the City), we offer readers this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2016. This is the 14th year of reporting in conformance with the guidelines prescribed in Governmental Accounting Standards Board's (GASB) Statement No. 34. We encourage readers to consider the information presented here in conjunction with the transmittal letter at the front of this report and the City's financial statements, which follow this section.

Financial Highlights

- The assets of the City of Lee's Summit exceeded its liabilities at the close of the most recent fiscal year by \$807,874,866 (net position). Of this amount, unrestricted net position was \$3,935,402.
- The City's total net position increased \$39.1 million. Of this amount, \$24.7 million was from the City's "governmental activities" and the balance was from the "business-type activities."
- The City's total debt increased approximately \$3.7 million (4%) during the current fiscal year. Factors in this increase are the issuance of \$14 million in General Obligation debt and scheduled reductions of the City's other debt.

Overview Of The Financial Statements

- This discussion and analysis is provided as an introduction to the basic financial statements. The basic financial statements consist of three components: government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements. The *government-wide financial statements* are a broad overview of the City's finances in a manner similar to a private business.

The *statement of net position* presents all of the City's assets and liabilities with the difference between the two reported as *net position*. Net position is an important measure of the City's overall financial health. The increases and decreases in net position can be monitored to determine whether the City's financial position is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

CITY OF LEE'S SUMMIT, MISSOURI

Management's Discussion And Analysis (*Continued*)

The government-wide financial statements report functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) separate from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities for the City included general government, public works and streets, public safety, planning and development, and parks and recreation. The business-type activities for the City include the combined waterworks and sewerage system, municipal airport, sanitary landfill, and recreation center.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure compliance with finance-related legal requirements. These funds are divided into two categories: governmental funds and proprietary funds.

Governmental Funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Proprietary Funds. The City uses two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its fleet of vehicles and equipment, management information systems, central building services, and self-insurance activities. Because these services predominately benefit governmental rather than business-type functions, they have been included within the *governmental activities* in the government-wide financial statements.

Notes To The Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also contains certain *required supplementary information* regarding budgetary and pension information. The combining statements for the nonmajor funds and internal service funds are presented immediately following the required supplementary information.

CITY OF LEE'S SUMMIT, MISSOURI

Management's Discussion And Analysis (Continued)

Government-Wide Financial Analysis

As noted earlier, net position may serve as a useful indicator of the City's financial position. As of June 30, 2016, assets exceed liabilities by \$807,874,866. The largest portion of the City's net position, \$681,794,465 (84%), reflects its investment in capital assets (e.g. land, construction in progress, buildings, improvements, machinery and equipment, and infrastructure), less any related debt used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

The following table reflects the condensed Statement of Net Position as of June 30, 2016 and 2015:

	Net Position					
	Governmental Activities		Business type activities		Total	
	2016	2015	2016	2015	2016	2015
Current and other assets	\$ 111,980,349	\$ 117,922,518	\$ 55,873,023	\$ 51,797,134	\$ 167,853,372	\$ 169,719,652
Capital assets	487,993,086	465,873,487	241,604,693	230,583,144	729,597,779	696,456,631
Total assets	599,973,435	583,796,005	297,477,716	282,380,278	897,451,151	866,176,283
Deferred outflows of resources	21,137,577	7,762,493	1,234,373	541,211	22,371,950	8,303,704
LT liabilities outstanding	70,894,626	69,248,694	14,254,690	14,562,172	85,149,316	83,810,866
Other liabilities	20,266,686	17,776,838	5,524,342	3,808,942	25,791,028	21,585,780
Total liabilities	91,161,312	87,025,532	19,779,032	18,371,114	110,940,344	105,396,646
Deferred inflows of resources	982,741	255,290	25,150	15,073	1,007,891	270,363
Net position:						
Net investment in capital assets	444,601,373	428,390,412	237,193,092	225,267,223	681,794,465	653,657,635
Restricted	83,352,650	85,935,329	38,792,349	34,005,871	122,144,999	119,941,200
Unrestricted	1,012,936	(10,048,065)	2,922,466	5,262,208	3,935,402	(4,785,857)
Total net position	\$ 528,966,959	\$ 504,277,676	\$ 278,907,907	\$ 264,535,302	\$ 807,874,866	\$ 768,812,978

At the end of the current fiscal year, the City is able to report positive balances in invested in capital assets, net of related debt and restricted net position. The fiscal year 2015 deficit balance in unrestricted net position is attributed to the effect the Tax Increment Financing Bonds have on how each category is calculated. There were five funds that did not have positive fund balances. One of these funds, The Todd George Tax Increment Financing (TIF) Fund, is a capital project fund with an interfund loan outstanding. One fund, Entitlement Fund, is a special revenue fund that is waiting on grant reimbursement. This fund currently has a temporary loan from other funds until proceeds are received. Two other funds are capital project funds. These include: Blue Parkway and Colbern Road CID accounts for improvements related to a recently annexed area in the City, and New Longview TIF for historical preservation and improvements in the Longview Farm area. Lastly, the Sanitary Landfill is an enterprise fund that accounts for landfill operations and capital projects. These funds have temporary loans from other funds.

The City's combined net position increased to \$807.9 million from \$768.8 million as a result of the year's revenues exceeding expenses as reflected in the next table. The City's unrestricted net position for governmental activities was \$1.0 million. Total unrestricted net position was \$3.9 million including business-type activities of \$2.9 million.

CITY OF LEE'S SUMMIT, MISSOURI

Management's Discussion And Analysis (*Continued*)

By far, the largest portion of the City's net position (84%) reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment); less any related debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Total net position of \$807.9 million is comprised of \$681.8 million invested in capital assets, net of related debt; \$122.2 million is restricted for pension, capital projects, debt service, law enforcement and economic development; \$3.9 million is unrestricted.

Net position increased \$39.1 million during the current fiscal year. Sixty-three percent of this increase represents the increase in governmental activities. The City implemented GASB Statement 68 last year. With the reporting change, the City has allocated its proportionate share of the Local Government Employees' Retirement System's net pension asset, deferred outflows of resources, deferred inflows of resources, and pension expense. Decisions regarding the allocations are made by the administrators of the pension plan, not by the City's management.

CITY OF LEE'S SUMMIT, MISSOURI

Management's Discussion And Analysis (Continued)

Statement of Activities

The following table reflects the revenues and expenses from the City's activities for the years ended June 30, 2016 and 2015:

	Changes In Net Position					
	Governmental Activities		Business Type Activities		Total	
	2016	2015	2016	2015	2016	2015
Revenues:						
Program revenues:						
Charges for services	\$ 11,749,520	\$ 10,927,653	\$ 46,013,902	\$ 39,004,941	\$ 57,763,422	\$ 49,932,594
Operating grants and contr	1,552,368	800,689	—	—	1,552,368	800,689
Capital grants and contr	13,083,572	4,696,959	4,017,045	2,013,286	17,100,617	6,710,245
General revenues:						
Property taxes	35,178,239	33,891,923	—	—	35,178,239	33,891,923
Sales and use taxes	36,576,616	33,898,956	—	—	36,576,616	33,898,956
Other revenue	20,433,658	21,346,680	500,189	323,107	20,933,847	21,669,787
Total revenues	118,573,973	105,562,860	50,531,136	41,341,334	169,105,109	146,904,194
Expenses:						
Public works	15,206,748	14,428,155	—	—	15,206,748	14,428,155
Public safety	37,568,011	40,950,832	—	—	37,568,011	40,950,832
Parks and rec	8,797,105	8,150,227	—	—	8,797,105	8,150,227
Planning and dev	3,212,299	1,548,183	—	—	3,212,299	1,548,183
General govt	27,934,309	14,959,896	—	—	27,934,309	14,959,896
Interst on LT debt	2,450,327	2,729,500	—	—	2,450,327	2,729,500
Combined water and sewer	—	—	28,211,165	26,385,019	28,211,165	26,385,019
Sanitary landfill	—	—	2,611,974	2,744,683	2,611,974	2,744,683
Airport	—	—	2,837,042	1,890,626	2,837,042	1,890,626
Rec Center	—	—	1,214,241	1,119,107	1,214,241	1,119,107
Total expenses	95,168,799	82,766,793	34,874,422	32,139,435	130,043,221	114,906,228
Change in net position before transfers	23,405,174	22,796,067	15,656,714	9,201,899	39,061,888	31,997,966
Transfers	1,284,109	843,076	(1,284,109)	(843,076)	—	—
Change in net position	24,689,283	23,639,143	14,372,605	8,358,823	39,061,888	31,997,966
Net position beginning, as restatd	504,277,676	480,638,533	264,535,302	256,176,479	768,812,978	736,815,012
Net position ending	\$ 528,966,959	\$ 504,277,676	\$ 278,907,907	\$ 264,535,302	\$ 807,874,866	\$ 768,812,978

Governmental Activities

Governmental activities increased the City's net position by \$24.7 million.

Sales and use taxes, the largest governmental category at 31% finished the year at \$36.6 million which was a \$2.7 million increase or 7.9% over the prior year. This increase, after recent years of flat or declining sales tax revenues, is fueled by stronger retail sales in the City's two major shopping centers. Property taxes, the second largest governmental category at 30% finished the year at \$35.2 million which had an increase \$1.3 million or 3.8% over the prior year. This is due primarily to a rebounding housing market. Franchise tax came below prior year at \$13 million. This was primarily due to mild weather conditions and changes in telecommunications usage in households. Overall, governmental revenues finished the year \$13 million above prior year.

For the fiscal year ended June 30, 2016, revenues totaled \$169.1 million (governmental and business-type). Revenues from governmental activities totaled \$118.6 million or 70% of the total City revenues.

CITY OF LEE'S SUMMIT, MISSOURI

Management's Discussion And Analysis (*Continued*)

Governmental activities expenses increased \$12.4 million or 15% for the fiscal year ended June 30, 2016 compared to the fiscal year ended June 30, 2015. This increase is primarily due to capital projects that were under construction this year.

Certain revenues are generated that are specific to governmental program activity. These totaled \$4.4 million.

The following table shows expenses and program revenues of the governmental activities for the years ended June 30, 2016 and 2015:

	Net Cost Of Governmental Activities			
	Total Cost Of Service		Net Cost Of Service	
	2016	2015	2016	2015
General government	\$ 27,934,309	\$ 14,959,896	\$ (25,272,726)	\$ (12,413,928)
Public safety	37,568,011	40,950,832	(31,002,892)	(35,536,461)
Public works and streets	15,206,748	14,428,155	(1,474,431)	(9,138,754)
Planning and development	3,212,299	1,548,183	(3,035,001)	(1,409,222)
Parks and recreation	8,797,105	8,150,227	(5,547,962)	(5,113,627)
Interest on long-term debt	2,450,327	2,729,500	(2,450,327)	(2,729,500)
Total	\$ 95,168,799	\$ 82,766,793	\$ (68,783,339)	\$ (66,341,492)

As previously noted, expenses from governmental activities totaled \$95.2 million. However, net costs of these services were \$68.8 million. The difference represents direct revenues received from charges for services of \$11.7 million, operating grants and contributions of \$1.6 million and capital grants and contributions of \$13.1 million. Taxes and other revenues of \$92.2 million were collected to cover these net costs.

Business-Type Activities

Business-type activities net position increased by \$14.4 million in the current year.

Overall revenues increased \$9.2 million or 22% compared to last year. This was primarily due to a \$3.6 million Water and Sewer operating revenue increase and a \$3.0 million Airport operating revenue increase. On the other hand, overall expenses increased just less than \$4.6 million or 14% compared to the prior year.

Financial Analysis Of The City's Funds

The General Fund is the chief operating fund of the City. The fund balance of the General Fund at June 30, 2016 was \$25.4 million or 43.7% of actual expenditures. This represents an increase of \$5.2 million or a 26% increase over the previous year's balance. Revenues increased \$3.1 million and expenses increased by \$.7 million over the previous fiscal year.

The City recognizes the need for a fund balance that can adequately absorb a downturn and to avoid changes and reductions in service levels. The City Council adopted an ordinance committed to maintain an amount equal to that of at least two (2) months of regular General Fund operating revenues or expenditures, whichever is greater (16.67%) based on the prior fiscal year; to address emergencies and provide for economic stability.

CITY OF LEE'S SUMMIT, MISSOURI

Management's Discussion And Analysis (*Continued*)

The Debt Service Fund ended the year with a fund balance of \$8.2 million, a decrease of almost \$.9 million or 10%. As of June 30, 2016, the City has issued all but \$75,000 of the \$37 million general obligation debt authorized by the electorate in November 2002 and all but \$1.0 million of the \$37.4 million authorized in November 2010. In April 2013, the electorate authorized an additional \$7.49 million in general obligation debt. The bonds provide for cultural arts facilities including an amphitheater at Legacy Park, rehabilitation of the old downtown post office/city hall building, and creating an outdoor performance and festival space downtown. It also included Orchard Street and Pryor Road improvements. As of June 30, 2016, \$658,000 of these bonds have not been issued. In April 2014, the electorate authorized an additional \$10 million in general obligation debt. The bonds provide for the construction of improvements to the US Highway 50 and Missouri State Route 291 intersection and bridge system. As of June 30, 2016 \$2.0 million of these bonds have not been issued. The City, in accordance with these "No Tax Increase" bond elections, has held the tax levy constant and monitors fluctuations in fund balance for future no tax increase bond issues.

The Capital Improvement Sales Tax Fund ended the year with a fund balance of \$29.5 million. This represents a decrease of \$1.3 million or 4.2% over the previous year. The decrease is due to increased project expenditures.

The Blue Parkway and Colbern Road CID Fund ended the year with a fund balance of negative \$3.7 million. The negative balance is due to costs associated with the tax increment financing (TIF) district that will be reimbursed with tax funds generated from development in this area.

The Todd George 50 Highway TIF Fund ended the year with a fund balance of negative \$6.0 million. This represents an increase of \$.7 million or 10% over the previous year. The increase is due to property and sales tax revenues. Construction on a state highway interchange commenced in 2016 and is expected to be complete mid-2017.

The Combined Water and Sewerage system recorded an increase of \$10.1 million in net position for the year. Operating revenues increased over the last fiscal year by \$3.6 million as consumption levels increased due to weather conditions coupled with a slight rate increase.

The Sanitary Landfill fund recorded an increase of \$.6 million in net position for the year. On March 1, 2016 the City began to outsource operations of the landfill to a third party operator. Most heavy equipment was sold and all daily operations are performed by the operator. The City still owns the landfill property and has an operating agreement in place.

The Airport Fund recorded an increase of \$3.6 million in net position for the year. The increase is attributed to \$1.2 million in grant funding received during the fiscal year coupled with an increase in operating revenue of \$3 million.

General Fund Budgetary Highlights

Differences between the original and the final amended budget can be summarized as follows:

The total original expenditure budget of \$60,165,791 increased to \$60,756,375 for an increase of \$590,584.

Actual expenditures were \$1.9 million less than originally budgeted. This was primarily due to prudent usage of fiscal resources.

CITY OF LEE'S SUMMIT, MISSOURI

Management's Discussion And Analysis (*Continued*)

Actual revenues were \$2.9 million more than budgeted. Property taxes were \$379,000 more than expected due to growth in the housing market. Sales tax revenues were \$.4 million or 2.9% more than expected. Franchise receipts came in \$.6 million lower than budget due to mild weather conditions and changes in telecommunication usage by households. Franchise tax revenues are paid by utilities and can vary with customer usage. Licenses, permits and fees were \$.9 million more than expected along with motor vehicle sales taxes also \$.2 million over expectations. This is due to a small rebound in economic conditions.

Capital Assets And Debt Administration

Capital Assets

The City's investment in capital assets for its governmental and business-type activities as of June 30, 2016 amounts to \$730 million (net of accumulated depreciation). This investment in capital assets includes land, buildings and systems improvements, collections systems, machinery and equipment, park facilities, and infrastructure. Capital assets increased \$33.1 million during the period.

Major capital events during the current fiscal year included the following:

- Completion of earthwork for airport runway extension totaling \$6.6 million for the year.
- Completion of Orchard Street reconstruction totaling \$2 million for the year.
- Completion of Bailey Road (M-291 to Hamblin) totaling \$1.6 million for the year.
- Completion of Legacy Park Amphitheater totaling \$2.1 million for the year.
- Construction on the Blackwell Road/50 Highway interchange totaling \$1.3 million for the year.
- Curb and gutter replacement totaling \$2.8 million for the year.
- Road overlay and slurry seal program totaling \$3 million for the year.
- Progress construction of US 50/Route 291 South interchange totaling \$1.3 million for the year.
- Progress construction of Lee's Summit Road \$6.2 million for the year.
- Progress construction on Tudor Road and bridge totaling \$5.5 million for the year.
- Progress construction on Jefferson Street totaling \$3.3 million for the year.
- Additional system additions and improvements were completed in the Combined Waterworks and Sewerage Fund at a cost of over \$7.2 million including water main rehab of \$1.2 million and sewer improvements of \$2.6 million for the year.

	Governmental Activities		Business-Type Activities		Total	
	2016	2015	2016	2015	2016	2015
Land	\$ 7,857,966	\$ 7,857,966	\$ 19,625,415	\$ 19,625,415	\$ 27,483,381	\$ 27,483,381
Construction in progress	77,102,148	145,722,353	53,305,866	37,869,788	130,408,014	183,592,141
Buildings	64,703,729	64,703,729	—	—	64,703,729	64,703,729
Improvements	48,086,989	32,409,947	263,562,343	262,997,039	311,649,332	295,406,986
Machinery & equipment	32,906,043	35,828,746	3,501,160	3,556,039	36,407,203	39,384,785
Infrastructure	420,034,755	332,043,814	—	—	420,034,755	332,043,814
	\$ 650,691,630	\$ 618,566,555	\$ 339,994,784	\$ 324,048,281	\$ 990,686,414	\$ 942,614,836

CITY OF LEE'S SUMMIT, MISSOURI

Management's Discussion And Analysis (*Continued*)

These capital assets are funded by traditional bond financing, impact fees, and user charges. For more detailed information on capital assets, refer to Note 3 in the Notes to Basic Financial Statements.

Debt Administration

The City, at the end of fiscal 2016, had a total of \$74.9 million of outstanding obligations. This was an increase of \$2.8 million or 3.9% from the previous year.

The City's aggressive debt retirement schedule is the reason the overall obligations for both governmental activities and business-type activities slightly increased with \$14.1 million in new obligations issued during the fiscal year.

As of June 30, 2016, the City's total issued General Obligation (G.O.) Bonded Debt was \$48,550,000 and authorized and unissued debt was \$3,733,000. The City has statutory authority to issue debt equal to 20% of the City's total assessed valuation or \$358,467,408. This, less outstanding debt, authorized and unissued debt, and available cash, leaves a legal debt margin of \$312,626,634, which is 87% of the City's total bonding capacity. Bonded debt, net of available debt service funds, amounted to approximately \$479 per capita and represented 2.55% of the assessed value of taxable property.

General Obligation Bonds retired \$7.7 million of their principal amount outstanding this year along with interest payments of \$1.4 million.

The City's General Obligation bonds have most recently been rated Aa1 by Moody's Investors Services and AA+ by Standard and Poor's.

The total revenue bond amount outstanding at June 30, 2016 was \$4,390,000, which was solely made up of bonds of the Combined Water and Sewer Utility.

The Combined Water and Sewer Utility Fund retired \$900,000 of their principal amount outstanding this year along with interest payments of \$105,800.

The City's Combined Water and Sewer Revenue Bonds carry an Aa2 rating from Moody's Investors Service. The most recent Special Obligation Bonds were rated AA- by Standard & Poor's. This rating reflects the City's covenant to budget and appropriate for debt service, subject to annual appropriations.

The City has \$4,913,000 in Lease Purchase Agreements outstanding for making various capital improvements to Legacy Park and Harris Park.

Additional information on the City's long-term debt can be found beginning with Note 4.

Economic Factors And Next Year's Budgets And Rates

Combined General Fund revenues for fiscal year 2017 are projected to total \$63.5 million. This represents an increase of \$3.4 million over the prior year budget. After recent years of flat sales tax growth and decreased building permit activity, the City has experienced growth in revenue categories such as property taxes, sales taxes and charges for services.

General Fund expenses are projected to total \$64.4 million compared to \$60.8 million budgeted in fiscal year 2016. This represents a \$3.6 million increase.

CITY OF LEE'S SUMMIT, MISSOURI

Management's Discussion And Analysis (*Continued*)

Personal Services expenditures are estimated using a 2% wage adjustment pool for the employee pay-for-performance system.

Because of Lee's Summit's strong growth, much of the budget is dedicated to capital improvement (CIP) funding. The City prepares a five-year CIP annually, which includes a detailed description of the various projects and their funding sources.

Key initiatives funded in the FY17 budget represent a focus on technology enhancements, public communication enhancements, economic development, and workforce development.

Requests For Information

This financial report is designed to provide the reader a general overview of the City's finances. Questions or requests for more information concerning any of the information provided in this report should be directed to Conrad Lamb, Finance Director, City of Lee's Summit, 220 SE Green Street, Lee's Summit, Missouri 64063.

Basic Financial Statements

CITY OF LEE'S SUMMIT, MISSOURI

STATEMENT OF NET POSITION June 30, 2016

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and investments	\$ 96,036,772	\$ 48,909,232	\$ 144,946,004
Receivables (net of allowance)			
Taxes	7,864,875	—	7,864,875
Accounts and other	1,328,196	4,876,742	6,204,938
Interest	181,592	113,467	295,059
Internal balances	1,669,611	(1,669,611)	—
Due from other governmental agencies	2,246,966	3,153,604	5,400,570
Inventories	149,721	371,314	521,035
Prepaid expenses	6,233	3,396	9,629
Other assets	10,988	5,721	16,709
Restricted assets			
Cash and investments	135,741	—	135,741
Pension asset	2,349,654	109,158	2,458,812
Capital assets			
Nondepreciable	84,960,114	72,931,281	157,891,395
Depreciable, net	403,032,972	168,673,412	571,706,384
Total capital assets	487,993,086	241,604,693	729,597,779
Total Assets	599,973,435	297,477,716	897,451,151
Deferred Outflows Of Resources			
Pension	21,034,723	1,077,233	22,111,956
Deferred amount on refunding	102,854	157,140	259,994
Total Deferred Outflows Of Resources	21,137,577	1,234,373	22,371,950
Liabilities			
Accounts payable and accrued expenses	6,615,168	4,113,462	10,728,630
Payroll liabilities	2,172,783	196,867	2,369,650
Accrued interest payable	617,406	23,427	640,833
Unearned revenue	—	25,906	25,906
Customer deposits - payable from restricted deposits	1,728,865	210,051	1,938,916
Long-term obligations			
Due within one year			
Compensated absences	160,964	29,629	190,593
Bonds and contracts	8,971,500	925,000	9,896,500
Due in more than one year			
Compensated absences	3,946,103	301,211	4,247,314
Other post employment benefits	2,231,210	259,846	2,491,056
Bonds and contracts	64,717,313	13,693,633	78,410,946
Total Liabilities	91,161,312	19,779,032	110,940,344
Deferred Inflows Of Resources			
Pension	982,741	25,150	1,007,891
Net Position			
Net investment in capital assets	444,601,373	237,193,092	681,794,465
Restricted for			
Pension	22,401,636	1,161,241	23,562,877
Debt service	8,172,352	794,000	8,966,352
Capital projects	47,814,375	36,837,108	84,651,483
Economic development	4,964,287	—	4,964,287
Unrestricted	1,012,936	2,922,466	3,935,402
Total Net Position	\$ 528,966,959	\$ 278,907,907	\$ 807,874,866

CITY OF LEE'S SUMMIT, MISSOURI

STATEMENT OF ACTIVITIES

For The Year Ended June 30, 2016

Functions/Programs	Program Revenues			Net (Expense) Revenue And Changes In Net Position			
	Expenses	Charges For Services	Operating Grants And Contributions	Capital Grants And Contributions	Governmental Activities	Business-Type Activities	Total
Governmental Activities							
General government	\$ 27,934,309	\$ 2,100,980	\$ 560,614	\$ —	\$ (25,272,715)	\$ —	\$ (25,272,715)
Public safety	37,568,011	5,573,365	991,754	—	(31,002,892)	—	(31,002,892)
Public works and streets	15,206,748	868,734	—	12,863,572	(1,474,442)	—	(1,474,442)
Planning and development	3,212,299	177,298	—	—	(3,035,001)	—	(3,035,001)
Parks and recreation	8,797,105	3,029,143	—	220,000	(5,547,962)	—	(5,547,962)
Interest on long-term debt	2,450,327	—	—	—	(2,450,327)	—	(2,450,327)
Total Governmental Activities	95,168,799	11,749,520	1,552,368	13,083,572	(68,783,339)	—	(68,783,339)
Business-Type Activities							
Waterworks and sewerage system	28,211,165	37,155,220	—	1,602,548	—	10,546,603	10,546,603
Sanitary landfill	2,611,974	3,289,579	—	—	—	677,605	677,605
Airport	2,837,042	4,336,197	—	2,414,497	—	3,913,652	3,913,652
Recreation center	1,214,241	1,232,906	—	—	—	18,665	18,665
Total Business-Type Activities	34,874,422	46,013,902	—	4,017,045	—	15,156,525	15,156,525
Total Primary Government	\$ 130,043,221	\$ 57,763,422	\$ 1,552,368	\$ 17,100,617	(68,783,339)	15,156,525	(53,626,814)
General Revenues							
Taxes							
Property taxes, levied for general purposes					26,823,614	—	26,823,614
Property taxes, levied for debt service					8,354,625	—	8,354,625
Franchise taxes					13,068,478	—	13,068,478
Sales and use taxes					36,576,616	—	36,576,616
License taxes					647,812	—	647,812
Motor vehicle taxes					3,616,455	—	3,616,455
Earnings on investments					1,005,443	449,089	1,454,532
Other revenues					2,354,766	—	2,354,766
Gain (loss) on sale of assets					(239,296)	51,100	(208,196)
Transfers					1,284,109	(1,284,109)	—
Total General Revenues And Transfers					93,472,622	(783,920)	92,688,702
Change In Net Position					24,639,283	14,372,605	39,061,888
Net Position - Beginning					504,277,676	264,535,302	768,812,978
Net Position - Ending					\$ 528,966,959	\$ 278,907,907	\$ 807,874,866

See the accompanying notes to basic financial statements.

CITY OF LEE'S SUMMIT, MISSOURI
BALANCE SHEET – GOVERNMENTAL FUNDS
June 30, 2016

	General Fund	Debt Service	Capital Improve- ment Sales Tax	Blue Parkway And Colbern Road CID	Todd George 50 HWY TIF	Other Govern- mental Funds	Total Govern- mental Funds
Assets							
Pooled cash and investments	\$ 18,718,388	\$ 7,898,304	\$ 25,756,339	\$ —	\$ 34,863	\$ 33,843,500	\$ 86,251,394
Receivables (net of allowance)							
Taxes	4,306,702	909,144	1,152,774	—	22,619	1,473,636	7,864,875
Accounts and other	1,248,059	—	—	—	—	46,631	1,294,690
Interest	57,097	17,710	54,407	—	—	33,509	162,723
Due from other funds	5,153,086	—	4,172,600	—	—	3,341,537	12,667,223
Due from other governments	335,005	—	978,382	—	54,397	879,182	2,246,966
Other assets	9,966	—	—	—	—	1,022	10,988
Restricted assets							
Cash and investments	—	—	—	135,741	—	—	135,741
Total Assets	\$ 29,828,303	\$ 8,825,158	\$ 32,114,502	\$ 135,741	\$ 111,879	\$ 39,619,017	\$ 110,634,600
Liabilities, Deferred Inflows Of Resources And Fund Balances Liabilities							
Accounts payable and accrued liabilities	\$ 1,105,012	\$ 265	\$ 2,655,451	\$ 900	\$ 15,000	\$ 1,979,961	\$ 5,756,589
Payroll liabilities	1,492,200	—	—	—	—	148,242	1,640,442
Payable from restricted	850,840	—	—	—	—	878,025	1,728,865
Accrued interest payable	—	—	—	21	11,169	2,393	13,583
Due to other funds	1,537	—	—	3,832,075	6,100,000	1,064,000	10,997,612
Total Liabilities	3,449,589	265	2,655,451	3,832,996	6,126,169	4,072,621	20,137,091
Deferred Inflows Of Resources							
Property tax	939,386	652,541	—	—	—	181,536	1,773,463
Other	—	—	—	—	—	5,096	5,096
Total Deferred Inflows Of Resources	939,386	652,541	—	—	—	186,632	1,778,559
Fund Balances							
Nonspendable							
Advances to other funds	4,837,886	—	—	—	—	—	4,837,886
Restricted							
Bridges, streets and signals	—	—	29,459,051	—	—	13,617,458	43,076,509
Economic development	—	—	—	—	—	4,964,287	4,964,287
Debt service reserve	—	8,172,352	—	—	—	—	8,172,352
Other capital projects	—	—	—	—	—	4,737,866	4,737,866
Committed							
Bridges, streets and signals	—	—	—	—	—	181,885	181,885
Landfill care	—	—	—	—	—	4,988,538	4,988,538
Cemetery care	—	—	—	—	—	1,286,366	1,286,366
Assigned							
Parks and recreation	—	—	—	—	—	4,767,645	4,767,645
Economic development	—	—	—	—	—	269,602	269,602
Other capital projects	—	—	—	—	—	178,866	178,866
Other purposes	—	—	—	—	—	409,959	409,959
Unassigned	20,601,442	—	—	(3,697,255)	(6,014,290)	(42,708)	10,847,189
Total Fund Balances	25,439,328	8,172,352	29,459,051	(3,697,255)	(6,014,290)	35,359,764	88,718,950
Total Liabilities, Deferred Inflows And Fund Balances	\$ 29,828,303	\$ 8,825,158	\$ 32,114,502	\$ 135,741	\$ 111,879	\$ 39,619,017	\$ 110,634,600

CITY OF LEE'S SUMMIT, MISSOURI

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

June 30, 2016

Total Fund Balance - Governmental Funds \$ 88,718,950

Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in the fund financial statements, but are reported in the governmental activities of the Statement of Net Position.

Governmental capital assets	623,643,712
Less: Accumulated depreciation	(144,590,413)

Pension assets are not current financial resources and therefore are not reported in the fund financial statements, but are reported in the governmental activities of the Statement of Net Position.

2,294,953

Some of the City's taxes will be collected after year end but are not available soon enough to pay for the current period's expenditures and, therefore, are deferred in the funds.

1,778,559

Some future pension resources are not current financial resources and therefore are not reported in the fund financial statements, but are reported as a deferred outflow of resources in the governmental activities of the Statement of Net Position.

20,494,912

Some future pension resources are not current financial resources and therefore are not reported in the fund financial statements, but are reported as a deferred inflow of resources in the governmental activities of the Statement of Net Position.

(970,136)

Interest on long-term debt is not accrued in the governmental funds but rather is recognized as an expenditure when due.

(603,823)

The assets and liabilities of internal service funds are included in the governmental activities in the Statement of Net Position.

17,821,261

Some liabilities, such as compensated absences and bonds payable (net of unamortized discounts), are not due and payable in the current period and are not included in the fund financial statements but are included in the governmental activities of the Statement of Net Position.

Compensated absences	(3,934,058)
Bonds payable	(70,543,000)
Unamortized discounts	464,471
Unamortized premiums	(3,610,284)
Deferred amount on refunding	102,854
Other post employment benefit liability	(2,100,999)

Total Net Position - Governmental Activities \$ 528,966,959

CITY OF LEE'S SUMMIT, MISSOURI
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
For The Year Ended June 30, 2016

	General Fund	Debt Service	Capital Improve- ment Sales Tax	Blue Parkway And Colbern Road CID	Todd George 50 HWY TIF	Other Govern- mental Funds	Total Govern- mental Funds
Revenues							
Taxes							
Property	\$ 19,149,720	\$ 8,332,556	\$ —	\$ —	\$ 957,332	\$ 6,506,880	\$ 34,946,488
Sales	15,116,747	3,560,042	7,557,410	68	153,408	9,398,421	35,786,096
Franchise	13,068,478	—	—	—	—	—	13,068,478
License	—	—	—	—	—	650,360	650,360
Bed	—	—	—	—	—	440,886	440,886
Motor vehicle	3,616,455	—	—	—	—	—	3,616,455
Other tax	336,569	9,741	—	—	—	3,324	349,634
Fines and forfeitures	1,508,416	45,167	—	—	—	31,109	1,584,692
Licenses and permits	2,546,789	—	—	—	—	—	2,546,789
Intergovernmental	991,744	—	2,370,738	—	54,397	1,901,421	5,318,300
Charges for services	4,572,805	—	—	—	529	3,044,705	7,618,039
Investment earnings	206,650	115,256	345,696	17	—	219,283	886,902
Other	1,914,858	—	—	—	—	439,908	2,354,766
Total Revenues	63,029,231	12,062,762	10,273,844	85	1,165,666	22,636,297	109,167,885
Expenditures							
Current							
General government	11,107,585	—	—	—	—	1,565,013	12,672,598
Public safety	34,588,767	—	—	—	—	—	34,588,767
Public works and streets	9,352,070	—	—	—	—	—	9,352,070
Community development	3,212,299	—	—	—	—	—	3,212,299
Parks and recreation	—	—	—	—	—	6,027,253	6,027,253
Debt service							
Principal	—	9,237,000	—	—	—	1,120,000	10,357,000
Interest and other charges	—	1,753,112	—	82	—	1,251,848	3,005,042
Capital outlay	—	—	11,577,566	78,848	507,706	23,636,541	35,800,661
Total Expenditures	58,260,721	10,990,112	11,577,566	78,930	507,706	33,600,655	115,015,690
Excess (Deficiency) Of							
Revenues Over							
Expenditures	4,768,510	1,072,650	(1,303,722)	(78,845)	657,960	(10,964,358)	(5,847,805)
Other Financing Sources (Uses)							
Issuance of bonds	—	25,157	—	—	—	14,049,843	14,075,000
Premium on issuance of bonds	—	—	—	—	—	551,757	551,757
Transfers in	1,935,428	—	—	—	—	3,006,080	4,941,508
Transfers out	(1,456,656)	(1,975,000)	—	—	—	(540,146)	(3,971,802)
Total Other Financing Sources (Uses)	478,772	(1,949,843)	—	—	—	17,067,534	15,596,463
Net Change In Fund Balances	5,247,282	(877,193)	(1,303,722)	(78,845)	657,960	6,103,176	9,748,658
Fund Balances - Beginning	20,192,046	9,049,545	30,762,773	(3,618,410)	(6,672,250)	29,256,588	78,970,292
Fund Balances - Ending	\$ 25,439,328	\$ 8,172,352	\$ 29,459,051	\$ (3,697,255)	\$ (6,014,290)	\$ 35,359,764	\$ 88,718,950

CITY OF LEE'S SUMMIT, MISSOURI

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES For The Year Ended June 30, 2016

Net Change In Fund Balances - Total Governmental Funds	\$ 9,748,658
Amounts reported for governmental activities in the Statement of Activities are different because:	
Capital outlays are reported in the governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation of \$12,499,737 in the current period was exceeded by capital outlays over the capitalization threshold totaling \$26,019,288.	13,519,551
Contributions of capital assets are recorded as capital contributions in the Statement of Activities. Contributions primarily represent infrastructure assets.	9,317,640
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.	229,203
The issuance of long-term debt (e.g. bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Also, governmental funds report the effect of issuance costs, premiums, and discounts when debt is first issued, whereas these amounts are deferred and amortized in the Statement of Activities. In the Statement of Activities, interest is accrued on outstanding bonds, whereas in the governmental funds an interest expenditure is reported when due. The following is the net effect of these differences in the treatment of long-term debt and related items:	
Issuance of bonds	(14,075,000)
Repayment of principal	10,357,000
Bond discount amortization	(33,575)
Bond premium	(551,757)
Bond premium amortization	551,934
Deferred amount on refunding	(14,694)
Accrued interest	52,262
Some expenses reported in the Statement of Activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds:	
Other post employment benefits	(227,098)
Compensated absences	72,478
Pension expense	(3,368,859)
Internal service funds are used by management to charge the costs of certain activities internally to individual funds. The net revenue (expense) of the internal service funds is reported with governmental activities.	(888,460)
Change In Net Position Of Governmental Activities	\$ 24,689,283

CITY OF LEE'S SUMMIT, MISSOURI
STATEMENT OF NET POSITION – PROPRIETARY FUNDS
June 30, 2016

	Enterprise Funds					Internal Service Funds
	Combined Waterworks And Sewerage System	Sanitary Landfill	Airport	Nonmajor Enterprise Fund (Recreation Center)	Total	
Assets						
Current assets						
Cash and investments	\$ 43,453,824	\$ 5,043,402	\$ 101,434	\$ 310,572	\$ 48,909,232	\$ 9,785,378
Receivables (net of allowance)						
Accounts and other	2,218,722	130,936	109,276	—	2,458,934	33,506
Unbilled accounts	2,417,808	—	—	—	2,417,808	—
Interest	89,328	16,694	6,632	813	113,467	18,869
Due from other funds	6,818,275	—	—	—	6,818,275	—
Due from other governments	—	—	3,153,604	—	3,153,604	—
Inventories	341,054	—	30,260	—	371,314	149,721
Prepaid expenses	—	—	3,396	—	3,396	6,233
Other assets	5,721	—	—	—	5,721	—
Total current assets	55,344,732	5,191,032	3,404,602	311,385	64,251,751	9,993,707
Noncurrent assets						
Pension asset	87,687	14,192	7,279	—	109,158	54,701
Capital assets						
Nondepreciable	38,558,207	86,853	34,286,221	—	72,931,281	104,250
Depreciable, net	152,211,214	4,549,881	11,667,735	244,582	168,673,412	8,835,537
Total noncurrent assets	190,857,108	4,650,926	45,961,235	244,582	241,713,851	8,994,488
Total Assets	246,201,840	9,841,958	49,365,837	555,967	305,965,602	18,988,195
Deferred Outflows Of Resources						
Pension	865,344	140,052	71,837	—	1,077,233	539,811
Deferred amount of refunding	157,140	—	—	—	157,140	—
Total Deferred Outflows Of Resources	1,022,484	140,052	71,837	—	1,234,373	539,811
Liabilities						
Current liabilities						
Accounts payable	2,554,990	59,038	1,451,101	48,333	4,113,462	858,579
Salaries payable	132,580	3,484	14,392	46,411	196,867	532,341
Accrued interest payable	—	—	23,427	—	23,427	—
Due to other funds	—	—	8,487,886	—	8,487,886	—
Unearned revenue	—	—	25,906	—	25,906	—
Compensated absences	26,907	—	1,266	1,456	29,629	11,060
Current portion of long-term debt - bonds	925,000	—	—	—	925,000	—
Payable from restricted assets						
Customer deposit	171,649	—	38,402	—	210,051	—
Total current liabilities	3,811,126	62,522	10,042,380	96,200	14,012,228	1,401,980
Noncurrent liabilities						
Revenue bonds	3,643,741	—	—	—	3,643,741	—
Compensated absences	181,705	63,407	25,031	31,068	301,211	161,949
Closure and post-closure liability	—	10,049,892	—	—	10,049,892	—
Other post employment benefits	208,735	33,783	17,328	—	259,846	130,211
Total noncurrent liabilities	4,034,181	10,147,082	42,359	31,068	14,254,690	292,160
Total Liabilities	7,845,307	10,209,604	10,084,739	127,268	28,266,918	1,694,140
Deferred Inflows Of Resources -						
Pension	20,205	3,269	1,676	—	25,150	12,605
Net Position						
Net investment in capital assets	186,357,820	4,636,734	45,953,956	244,582	237,193,092	8,939,787
Restricted for debt service	794,000	—	—	—	794,000	—
Restricted for capital projects	36,772,108	65,000	—	—	36,837,108	—
Restricted for pension	932,826	150,975	77,440	—	1,161,241	581,907
Unrestricted	14,502,058	(5,083,572)	(6,680,137)	184,117	2,922,466	8,299,567
Total Net Position	\$ 239,358,812	\$ (230,863)	\$ 39,351,259	\$ 428,699	\$ 278,907,907	\$ 17,821,261

CITY OF LEE'S SUMMIT, MISSOURI
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN NET POSITION - PROPRIETARY FUNDS
For The Year Ended June 30, 2016

	Enterprise Funds						Internal Service Funds
	Combined Waterworks And Sewerage System	Sanitary Landfill	Airport	Nonmajor Enterprise Fund (Recreation Center)	Total		
Operating Revenues							
Charges for services	\$ 36,278,088	\$ 2,085,005	\$ 571,225	\$ 1,100,193	\$ 40,034,511	\$ 8,494,965	
Material and fuel sales	156,430	—	670,341	—	826,771	—	
Intergovernmental	—	—	3,065,588	—	3,065,588	—	
Other	720,702	1,204,574	29,043	132,713	2,087,032	28,519	
Total Operating Revenues	37,155,220	3,289,579	4,336,197	1,232,906	46,013,902	8,523,484	
Operating Expenses							
Salaries, wages and employee benefits	3,875,396	672,459	380,002	672,486	5,600,343	3,316,851	
Water purchases	8,437,677	—	—	—	8,437,677	—	
Utilities	538,518	46,908	46,743	60,250	692,419	271,298	
Repairs and maintenance	343,123	395,191	81,456	15,473	835,243	714,579	
Sewer services	7,470,225	—	—	—	7,470,225	—	
Fuels and lubricants	61,960	80,867	453,092	—	595,919	4,001	
Depreciation	4,337,988	312,031	566,064	48,742	5,264,825	2,396,815	
Interdepartment charges	580,833	230,701	68,482	16,646	896,662	464,022	
Miscellaneous	2,565,445	873,817	1,241,203	400,644	5,081,109	2,416,814	
Total Operating Expenses	28,211,165	2,611,974	2,837,042	1,214,241	34,874,422	9,584,380	
Operating Income (Loss)	8,944,055	677,605	1,499,155	18,665	11,139,480	(1,060,896)	
Nonoperating Revenues (Expenses)							
Interest income	567,692	66,010	41,458	—	675,160	118,541	
Interest expense	(101,745)	(5,011)	(52,527)	(66,788)	(226,071)	(1,212)	
Gain on disposal of capital assets	51,100	—	—	—	51,100	(259,296)	
Total Nonoperating Revenues (Expenses)	517,047	60,999	(11,069)	(66,788)	500,189	(141,967)	
Income Before Contributions And Transfers	9,461,102	738,604	1,488,086	(48,123)	11,639,669	(1,202,863)	
Capital Grants and Contributions	1,602,548	—	2,414,497	—	4,017,045	—	
Transfers In	—	103,470	220,753	88,970	413,193	318,653	
Transfers Out	(923,688)	(249,445)	(524,169)	—	(1,697,302)	(4,250)	
Change In Net Position	10,139,962	592,629	3,599,167	40,847	14,372,605	(888,460)	
Total Net Position - Beginning	229,218,850	(823,492)	35,752,092	387,852	264,535,302	18,709,721	
Total Net Position - Ending	\$ 239,358,812	\$ (230,863)	\$ 39,351,259	\$ 428,699	\$ 278,907,907	\$ 17,821,261	

CITY OF LEE'S SUMMIT, MISSOURI
PROPRIETARY FUNDS STATEMENT OF CASH FLOWS
For The Year Ended June 30, 2016

	Enterprise Funds					
	Combined			Nonmajor		Internal
	Waterworks And Sewerage System	Sanitary Landfill	Airport	Enterprise Fund (Recreation Center)	Total	
Cash Flows From Operating Activities						
Cash received from customers	\$ 35,799,394	\$ 3,419,637	\$ 4,330,668	\$ 1,232,906	\$ 44,782,605	\$ 8,506,938
Cash paid to suppliers	(20,288,595)	(831,075)	(411,148)	(470,294)	(22,001,112)	(3,962,124)
Cash paid to employees	(3,692,694)	(636,238)	(362,079)	(665,925)	(5,356,936)	(3,197,920)
Cash received for interdepartment charges	—	—	4,134,821	—	4,134,821	—
Cash paid for interdepartment charges	(580,833)	(230,701)	—	(16,646)	(828,180)	—
Net Cash Provided By Operating Activities	11,237,272	1,721,623	7,692,262	80,041	20,731,198	1,346,894
Cash Flows From Noncapital Financing Activities						
Transfers in	—	103,470	220,753	88,970	413,193	318,653
Transfers out	(923,688)	(249,445)	(524,169)	—	(1,697,302)	(4,250)
Net Cash Provided By (Used In) Noncapital Financing Activities	(923,688)	(145,975)	(303,416)	88,970	(1,284,109)	314,403
Cash Flows From Capital And Related Financing Activities						
Principal payments on long-term debt	(900,000)	—	—	—	(900,000)	—
Interest paid on long-term debt obligations	(285,902)	(9,685)	(44,682)	(66,788)	(407,057)	—
Capital grants	141,655	—	—	—	141,655	—
Additions to capital assets	(7,379,209)	89,650	(7,327,660)	(67,177)	(14,684,396)	(1,679,223)
Proceeds from sale of capital assets	51,100	—	—	—	51,100	(259,296)
Net Cash Provided By (Used In) Capital And Related Financing Activities	(8,372,356)	79,965	(7,372,342)	(133,965)	(15,798,698)	(1,938,519)
Cash Flows Provided By Investing Activities						
Interest received	538,777	57,907	39,496	220	636,400	109,402
Net Increase (Decrease) In Cash And Cash Equivalents	2,480,005	1,713,520	56,000	35,266	4,284,791	(167,820)
Cash And Cash Equivalents - Beginning Of Year	40,973,819	3,329,882	45,434	275,306	44,624,441	9,953,198
Cash And Cash Equivalents - End Of Year	\$ 43,453,824	\$ 5,043,402	\$ 101,434	\$ 310,572	\$ 48,909,232	\$ 9,785,378
Operating income (loss)	\$ 8,944,055	\$ 677,605	\$ 1,499,155	\$ 18,665	\$ 11,139,480	\$ (1,060,896)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:						
Depreciation and amortization	4,337,988	312,031	566,064	48,742	5,264,825	2,396,815
Changes in assets and liabilities:						
Decrease in inventories	(72,934)	—	20,477	—	(52,457)	(3,322)
(Increase) decrease in accounts receivable	(299,969)	130,058	(7,928)	—	(177,839)	(16,546)
Increase in due from other funds	(1,550,200)	—	—	—	(1,550,200)	—
Decrease in unbilled revenue	(808,243)	—	—	—	(808,243)	—
Decrease in prepaid expenses	—	—	—	—	—	(1,409)
Increase in other assets	343	—	—	—	343	—
Decrease in pension related assets, outflow and inflows	136,228	41,173	14,252	—	191,653	83,929
Increase (decrease) in accounts payable	751,144	(64,767)	1,390,869	6,073	2,083,319	(86,679)
Increase (decrease) in salaries and wages payable	25,892	(21,078)	3,708	4,749	13,271	21,610
Increase in due to other funds	—	—	4,203,303	—	4,203,303	—
Increase in customer deposits	(247,614)	—	2,399	—	(245,215)	—
Increase in accrued landfill closure/postclosure care costs	—	630,475	—	—	630,475	—
Increase in other post employment benefits	27,704	1,245	1,801	—	30,750	17,460
Increase (decrease) in accrued compensated absences	(7,122)	14,881	(1,838)	1,812	7,733	(4,068)
Total adjustments	2,293,217	1,044,018	6,193,107	61,376	9,591,718	2,407,790
Net Cash Provided By Operating Activities	\$ 11,237,272	\$ 1,721,623	\$ 7,692,262	\$ 80,041	\$ 20,731,198	\$ 1,346,894

Supplemental Disclosure Of Cash Flow Information

The City has the following noncash transactions: \$1,460,893 in water and sewer lines were contributed during fiscal year 2016 and \$2,414,497 relates to accounts receivable on capital grants for the Airport.

CITY OF LEE'S SUMMIT, MISSOURI
NOTES TO BASIC FINANCIAL STATEMENTS
June 30, 2016

1. Summary Of Significant Accounting Policies

The City of Lee's Summit, Missouri (the City) was incorporated in 1868 and covers an area of approximately 64 square miles in Jackson and Cass Counties, Missouri. Lee's Summit is a charter city operating under an elected Mayor-City Council form of government. The City Manager is the chief administrative officer of the City. The City provides services to more than 95,430 residents in many areas, including law enforcement, fire protection, water and sewer services, community enrichment and development and various social services. Educational services are provided by separate governmental entities.

The accounting and reporting policies of the City conform to accounting principles generally accepted in the United States of America (GAAP) applicable to local governments. The following represents the more significant accounting and reporting policies and practices of the City.

Reporting Entity

The City is governed by an elected eight-member council and a mayor. As required by GAAP, these financial statements present the City of Lee's Summit (the primary government). The following component unit is included in the City's reporting entity because of the significance of its operational and financial relationship with the City.

Blended Component Unit

The following legally separate entity is a component unit that is, in substance, a part of the City's general operations. This component unit provides services almost entirely to the primary government and provides services that almost exclusively benefit the primary government. Data from this component unit is combined with data of the primary government for financial reporting purposes.

The Lee's Summit, Missouri Municipal Building Authority (the Authority) is a not-for-profit corporation incorporated under the laws of the State of Missouri on August 13, 1994. The Authority is governed by a three-member board appointed by the City Council. The Authority was established to promote, acquire, develop, construct, own and lease facilities within the City that are approved by the City Council for the purpose of promoting the economic, social, industrial, cultural and commercial growth and for the general benefit of the City and its residents. Administration of its various programs is performed by City employees. Although it is legally separate from the City, the Authority is reported as if it were part of the primary government because its sole purpose is to finance and construct the City's public buildings. Separate financial statements for the Authority are not prepared.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

Basis Of Presentation

The City's basic financial statements include both the government-wide (reporting the City as a whole) and fund financial statements (reporting the City's major and, in the aggregate, nonmajor funds).

Government-Wide Financial Statements: The government-wide financial statements (the Statement of Net Position and the Statement of Activities) report information on all of the activities of the City. As a general rule, interfund activity has been eliminated from these statements to minimize the duplication of internal activities, with the exception of interfund services provided and used. Governmental activities, which are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees and charges for services to external parties for support.

The government-wide Statement of Activities presents a comparison between direct expenses and program revenues for each function of the City's governmental and business-type activities. Direct expenses are those that are specifically associated with a program or a function. Program revenues include (a) charges paid by recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meet operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: Following the government-wide financial statements are separate fund financial statements for the City's governmental and proprietary funds. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining funds are aggregated and reported as nonmajor funds in their respective categories.

Since the accounting differs significantly between the governmental funds and the governmental activities of the government-wide financial statements, it is necessary to convert the governmental fund data to arrive at the government-wide financial statements. Therefore, reconciliations have been provided following the Governmental Funds Balance Sheet and the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances identifying categories that required conversion from the fund statements.

Fund Accounting

The City uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with self-balancing accounts. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. There are two categories of funds used by the City, governmental and proprietary.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

Governmental Funds: Governmental funds are those through which most governmental functions of the City are financed. The acquisition, use, and balances of the City's expendable financial resources and the related liabilities (except those accounted for in proprietary funds) are accounted for through governmental funds. The measurement focus is upon determination of and changes in financial position rather than upon net income. The following are the City's major governmental funds:

General Fund - This fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service - This fund accounts for the accumulation of resources for, and the payment of, principal, interest and fiscal charges on long-term obligations other than obligations payable from the operations of Proprietary Fund Types.

Capital Improvement Sales Tax - Established to account for construction of road projects related to the renewal of a 1/2 - cent sales tax by the voters in 2007.

Blue Parkway And Colbern Road CID Fund - Capital projects fund established to account for costs associated with construction of infrastructure in the Blue Parkway and Colbern Road Community Improvement District.

Todd George 50 Highway TIF Fund - Capital projects fund established to account for public improvements needed to support development of property in the 50 highway corridor between Blackwell Road and Todd George Road.

The other governmental funds of the City are considered nonmajor. They are special revenue and capital project funds, which account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes.

Proprietary Funds: Proprietary funds are used to account for activities that are similar to those found in the private sector. The measurement focus used is the economic resources measurement focus. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The City reports the following major enterprise funds:

Combined Waterworks And Sewerage System - This fund accounts for the provision of water and sewer services to the general public. All activities necessary to provide such services are accounted for in this fund, including administration, operations, maintenance, financing and related debt service, and billing and collection.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

Sanitary Landfill - This fund accounts for all assets, liabilities, revenues and expenses relating to the operation of the City-owned sanitary landfill.

Airport - Established to account for all assets, liabilities, and revenues and expenses relating to the operation of the City-owned airport.

The City reports the following nonmajor enterprise and internal service fund types:

Recreation Center - Established to account for all assets, liabilities, and revenues and expenses related to the operation of the City owned recreation center at Harris Park.

Internal Service Funds - These funds account for the costs of the Central Vehicles, Information Technology Services, Self-Insurance Funds, and the Building and Equipment Replacement Fund.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

The principal operating revenues of the Enterprise Funds are charges to customers for sales and services. Operating expenses for the Enterprise Funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

Measurement Focus

Government-Wide Financial Statements: The government-wide financial statements are prepared using the economic resources measurement focus. All assets, deferred outflows, liabilities and deferred inflows associated with the operation of the City are included on the statement of net position.

Fund Financial Statements: All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets, certain deferred outflows, current liabilities and certain deferred inflows generally are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports on the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

Like the government-wide statements, all proprietary funds are accounted for on a flow of economic resources measurement focus. All assets, deferred outflows, liabilities and deferred inflows associated with the operation of these funds are included on the statement of net position. The statement of revenues, expenses and changes in net position presents increases (i.e., revenues) and decreases (i.e., expenses) in total net position. The statement of cash flows provides information about how the City finances and meets the cash flow needs of its proprietary activities.

Basis Of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements and proprietary funds are prepared using the accrual basis of accounting. Governmental funds use the modified accrual basis of accounting. Differences in the accrual and modified accrual basis of accounting arise in the recognition of revenue, the recording of deferred inflows, and in the presentation of expenses versus expenditures.

Revenues - Exchange And Nonexchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current year.

Nonexchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, grants, entitlements and donations. On an accrual basis, revenue from property taxes is recognized in the year for which the taxes are levied. Revenue from grants, entitlements and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from nonexchange transactions must also be available before it can be recognized. For the City, available means expected to be received within 60 days of year end.

Under the modified accrual basis, the following revenue sources are considered to be both measurable and available at year end: sales taxes, franchise taxes, interest, grants and rentals.

Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable. However, principal and interest on general long-term debt which have not matured are recognized when paid. Allocations of cost, such as depreciation and amortization, are not recognized in governmental funds.

Cash, Cash Equivalents And Investments

Investments with an original maturity date of three months or less are considered to be cash equivalents. Interest earned is allocated to individual funds based on their proportionate share of the pool. Missouri state statutes authorize the City to invest in obligations of the U.S. Treasury and U.S. agencies, obligations of state and local government entities, certificates of deposit and repurchase agreements.

Investments for the City are reported at fair value based on quoted market prices.

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs use to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Property Tax Revenue Recognition

Property tax revenue is recognized independent of receivable recognition in the fiscal year for which the taxes have been levied (budgeted). Property tax revenue becomes available within the fiscal year of the levy. Delinquent taxes expected to be received later than 60 days after the close of the fiscal year are classified as deferred inflows within the governmental fund financial statements.

The City's property taxes are levied each November 1 based on the assessed value as of the prior January 1 for all real property and personal property located within the City. Property taxes are billed immediately following the levy date and considered delinquent after December 31 following the levy date. The City does not file liens, as this is performed by the counties. Assessed values are established by county assessors, subject to review by the counties' Boards of Equalization.

The City is permitted by Missouri state statutes to levy taxes up to \$1.00 per \$100 of assessed valuation for general governmental services other than the payment of principal and interest on long-term debt and in unlimited amounts for the payment of principal and interest on long-term debt.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

The tax levy, per \$100 assessed valuation, for the City during the fiscal year was as follows:

General	\$ 0.9063
Park board	0.1603
Debt service	<u>0.4697</u>
Total tax levy	<u><u>\$ 1.5363</u></u>

Inventories And Prepaid Items

Inventories are stated at the lower of cost, determined on the first-in, first-out (FIFO) method or market. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Prepaid expenses represent the payment of insurance premiums for coverage that benefits more than one fiscal period. The premium amounts are amortized over the policy periods.

Restricted Assets

Certain proceeds of the City's bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the applicable balance sheets and statement of net position because they are maintained in separate bank accounts and their use is limited by applicable bond covenants.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then unrestricted resources as they are needed.

Capital Assets

Capital assets include land, buildings, improvements, equipment and infrastructure assets (e.g., roads, bridges, storm sewers and similar items) and are included in the applicable governmental or business-type activities columns in the government-wide financial statements and within the proprietary funds within the fund financial statements. Capital assets, excluding land, are defined by the City as assets with a cost of \$5,000 or greater and an estimated useful life of at least one year. All land purchases are capitalized regardless of cost. All purchased capital assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated capital assets are valued at their estimated acquisition value on the date received. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Infrastructure, such as streets, intersections and storm sewers, has been capitalized in the government-wide financial statements. The City elected to depreciate its infrastructure assets. Infrastructure assets not completed by year end have been reported as construction in progress.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

Major outlays for capital improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of the business-type activities and proprietary funds is included as part of the capitalized value of the assets constructed. There was no interest capitalized during the year ended June 30, 2016.

Property, plant, equipment and infrastructure are depreciated using the straight-line method over the following estimated lives:

Primary government:	
Buildings	20 to 40 years
Improvements other than buildings	5 to 50 years
Sewer plant and collection system	35 to 75 years
Machinery and equipment	3 to 25 years
Infrastructure	15 to 50 years

Deferred Outflows Of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred amounts on refunding incurred as a result of debt refunding have been deferred and are being amortized over the life of the bonds using the straight-line method.

Compensated Absences

All accumulated vacation, scheduled holiday leave and accumulated sick leave is accrued when incurred in the government-wide and proprietary financial statements. A liability for these amounts is reported in the government-wide financial statements as a long-term liability as it is expected to be paid from future resources. Upon leaving employment of the City, an employee is entitled to payment for accrued vacation. Only vested employees are paid sick leave upon retirement or resignation. A liability for these amounts is reported in the governmental funds only if the amounts due at year end have matured.

Long-Term Obligations

In the government-wide financial statements and proprietary fund financial statements, long-term debt and obligations are reported in the statement of net position as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Inflows Of Resources

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

On the modified accrual basis of accounting, the City has recorded certain receivables where the related revenue is unavailable. Unavailable revenues have been reported as deferred inflows of resources on the governmental fund balance sheet.

Unbilled Revenue

Both the City's Waterworks and Sewerage System bill their customers on a cyclical basis and, therefore, record estimated unbilled revenues at year end.

Interfund And Related Party Transactions

Transactions between the City's various funds are accounted for as revenues and expenditures or expenses in the funds involved if they are similar to transactions with organizations external to City government.

Activity between funds that is representative of borrowing/lending arrangements outstanding at the end of the fiscal year is referred to as either "due to/due from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All receivables are shown net of an allowance for doubtful accounts, if applicable.

In the process of aggregating data for the statement of net position and the statement of activities, some amounts reported on interfund activity and balances in the funds have been eliminated or reclassified. Interfund receivables and payables were eliminated to minimize the "grossing up" effect on assets and liabilities within the governmental activities column.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

Net Position

In the government-wide and proprietary fund financial statements, net position is displayed in three components as follows:

Net Investment In Capital Assets - This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, notes, or other borrowings, that are attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Position - This consists of net position that is legally restricted by outside parties or by law through constitutional provisions or enabling legislation.

Unrestricted Net Position - This consists of net position that does not meet the definition of "restricted" or "net investment in capital assets."

In the governmental financial statements, fund balances are displayed in five components as follows:

Nonspendable - assets that are not available in a spendable form such as inventory, prepaid expenditures and long-term receivables, not expected to be converted to cash in the near term. It also includes funds that are legally or contractually required to be maintained intact such as the corpus of a permanent fund or foundation.

Restricted - amounts that are required by external parties to be used for a specific purpose. Constraints are externally imposed by creditors, grantors, contributors or laws, regulations or enabling legislation.

Committed - amounts constrained on use imposed by formal action of the government's highest level of decision making authority.

Assigned - amounts intended to be used for specific purposes. This is determined by the governing body, the budget or finance committee or a delegated municipality official.

Unassigned - all other resources; the remaining fund balance after non-spendable, restrictions, commitments and assignments. This class only occurs in the General Fund, except for cases of negative fund balances. Negative Fund Balances are always reported as Unassigned, no matter which fund the deficit occurs in.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

Fund Balance Classification Policies and Procedures

For committed fund balance, the City's highest level of decision-making authority is the City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is through a bill or resolution passed by the City Council. Committed fund balances do not lapse at year end.

For assigned fund balance, the City Council is authorized to assign amounts to a specific purpose through their expressed written intent. This authorization is also delegated by the City Council to the City Manager. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed by committed, assigned and lastly unassigned.

For the classification of fund balances, the City considers restricted amounts to have been spent first when an expenditure is incurred for the purposes for which both restricted and unrestricted fund balance is available. Also for the classification of fund balances, the City considers committed, assigned or unassigned amounts to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Capital Contributions

Capital contributions represent government grants and other aid used to fund capital projects. Capital contributions are recognized as revenue when the expenditure is made and amounts become subject to claim for reimbursement.

Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Missouri Local Government Employees Retirement System (LAGERS) and additions to/deductions from LAGERS fiduciary net position have been determined on the same basis as they are reported by LAGERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Use Of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenditures and expenses during the reporting period. Actual results could differ from those estimates.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (Continued)

2. Deposits And Investments

The City maintains a cash and investment pool that is available for use by all funds. The pool is comprised of deposits, repurchase agreements and other investments.

The foremost objective of the investment program is safety of principal. Investments are undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

Interest Rate Risk

Interest rate risk is the risk that the fair value of the City's investments will decrease as a result of an increase in interest rates. The City's investment policy states that the City will minimize the risk that the fair value of fixed income securities in the portfolio will fall due to changes in the general interest rates by structuring the investment portfolio so that fixed income securities mature to meet cash requirements for ongoing operations and by investing operating funds primarily in short-term fixed securities. Unless matched to a specific cost or a reserve fund, the City will not directly invest in securities maturing more than five years from the date of purchase.

The fair values, as determined by quoted market prices and the maturities, of the City's investments at June 30, 2016 are as follows:

	Fair Value	Less Than 1 Year	1 To 5 Years
Certificates of deposit	\$ 16,566,000	\$ 9,869,000	\$ 6,697,000
U.S. Treasury securities	92,779,688	25,044,570	67,735,118
Municipal bonds	10,476,647	7,365,602	3,111,045
Repurchase agreements	10,131,000	10,131,000	—
Money market funds	4,206,736	4,206,736	—
	<u>134,160,071</u>	<u>\$ 56,616,908</u>	<u>\$ 77,543,163</u>
Unrestricted cash deposits per books	<u>10,921,674</u>		
Cash and investments per statement of net position	<u>\$ 145,081,745</u>		

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

The City has the following recurring fair value measurements as of June 30, 2016:

- U.S. Treasury obligations of \$92,779,688 valued using quoted market prices (Level 1 inputs).
- Municipal Bonds of \$10,476,647 valued using a matrix pricing model (Level 2 inputs).
- Repurchase agreements of \$10,131,000 valued using a matrix pricing model (Level 2 inputs).
- Certificates of deposit of \$16,566,000 and money market funds of \$4,206,736 at June 30, 2016, classified as investments by the City for financial reporting purposes, are valued at amortized cost.

Custodial Credit Risk

For deposits, custodial credit risk is the risk that in the event of bank failure, the City's deposits may not be returned to it. Protection of the City's deposits is provided by the Federal Deposit Insurance Corporation, by eligible securities pledged by the financial institution, or by a single collateral pool established by the financial institution.

The City's policy requires all deposits placed in financial institutions to be at least 105% collateralized with securities that are acceptable to the Finance Director of the City and in accordance with state statutes. As of June 30, 2016, the City's deposits were properly collateralized.

For investments, custodial credit risk is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. All trades, where applicable, will be executed by delivery vs. payment to ensure that fixed income securities are deposited in eligible financial institutions prior to the release of funds. All fixed income securities are perfected in the name, or for the account of the City, and are held by a third-party custodian as evidenced by safekeeping receipts. All of the City's investments in repurchase agreements are held by the investment's counterparty, not in the name of the City.

Credit Risk

Credit risk is the risk that the City will not recover its investment due to the ability of the counterparty to fulfill their obligation. The City minimizes credit risk by prequalifying the financial institutions, broker/dealers, intermediaries and advisors with which the City will do business.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (Continued)

In addition, the City's investment policy allows for the following investments types: U.S. government obligations, U.S. government agency obligations and U.S. government instrumentality obligations, which have a liquid market with a readily determinable fair value; Certificates of deposit and other evidences of deposit at financial institutions; Investment-grade obligations of the states of Missouri or Kansas that are "A" rated or better; Repurchase agreements whose underlying purchased securities consist of the foregoing; Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities; and Local Government Investment Pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation.

Investment in derivatives of the above instruments or leveraging shall be prohibited per Missouri Revised Statutes.

	Fair Value	AAA/Aaa	AA/Aa	A/A	SP1	Unrated
Certificates of deposit	\$ 16,566,000	\$ —	\$ —	\$ —	\$ —	\$ 16,566,000
U.S. Treasury securities*	92,779,688	92,779,688	—	—	—	—
Municipal bonds	10,476,647	—	7,257,120	1,907,840	815,350	496,337
Repurchase agreements	10,131,000	10,131,000	—	—	—	—
Money market funds	4,206,736	—	—	—	—	4,206,736
Total	\$ 134,160,071	\$ 102,910,688	\$ 7,257,120	\$ 1,907,840	\$ 815,350	\$ 21,269,073

* U.S. Treasury securities are explicitly guaranteed by the U.S. Government and, therefore, do not require a rating.

Concentration Risk

To the extent possible, investments shall be diversified by limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities). The investment parameters are as follows:

Investment Type	Minimum Allocation	Maximum Allocation
General time deposits	—	30%
U.S. Treasury Securities having principal and interest guaranteed by the U.S. Government	15%	100%
U.S. Government Agencies and Governmental Sponsored Enterprises	—	75%
U.S. Government Agency Callable Securities	—	15%
Missouri/Kansas State or Municipal Debt	—	25%

Investments in any one issuer (other than U.S. Treasury Securities, mutual funds and external investment pools) that represent 5% or more of the total investments of the City are as follows:

Issuer	Investment Type	Reported Amount
Repurchase Agreements	***	\$ 10,131,000

*** Represents collateralized repurchase agreements that are backed by collateral comprised of U.S. Agency Securities.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (Continued)

Restricted Cash And Investments

During fiscal year 2012, the City entered into an escrow agreement with the Unity School of Christianity totaling \$3,832,075 to be spent on public improvements within the recently annexed Unity Village property. As of June 30, 2012, the City deposited \$3,832,075 into the escrow account for the first phase of the construction project. At June 30, 2016, \$135,741 of this amount remained in the escrow account. This amount is restricted and can only be used for construction expenses related to Unity Village property public improvements.

3. Capital Assets

Capital asset activity for the year ended June 30, 2016 was as follows:

	Governmental Activities			
	Balance June 30, 2015	Additions	Deductions	Balance June 30, 2016
Nondepreciable capital assets:				
Land	\$ 7,857,966	\$ —	\$ —	\$ 7,857,966
Construction in progress	145,722,353	25,612,435	94,232,640	77,102,148
Total nondepreciable capital assets	153,580,319	25,612,435	94,232,640	84,960,114
Depreciable capital assets:				
Buildings	64,703,729	—	—	64,703,729
Improvement other than buildings	32,409,947	15,677,042	—	48,086,989
Furniture, fixtures and equipment	35,828,746	2,525,716	5,448,419	32,906,043
Infrastructure	332,043,814	87,990,941	—	420,034,755
Total depreciable capital assets	464,986,236	106,193,699	5,448,419	565,731,516
Less: Accumulated depreciation				
Buildings	24,974,436	2,479,863	—	27,454,299
Improvement other than buildings	15,983,679	2,175,669	—	18,159,348
Furniture, fixtures and equipment	26,157,407	2,557,641	4,891,076	23,823,972
Infrastructure	85,577,546	7,683,379	—	93,260,925
Total accumulated depreciation	152,693,068	14,896,552	4,891,076	162,698,544
Total depreciable capital assets, net	312,293,168	91,297,147	557,343	403,032,972
Total governmental activities capital assets, net	\$ 465,873,487	\$ 116,909,582	\$ 94,789,983	\$ 487,993,086

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (Continued)

Depreciation expense was charged to functions as follows:

General government	\$ 862,616
Public safety	1,014,460
Public works and streets	7,949,127
Parks and recreation	2,673,534
Capital assets held by the government's Internal Service Funds charged to the various functions based on their usage of the assets	<u>2,396,815</u>
	<u>\$ 14,896,552</u>

Business-Type Activities

	Balance June 30, 2015	Additions	Deductions	Balance June 30, 2016
Nondepreciable capital assets:				
Land	\$ 19,625,415	\$ —	\$ —	\$ 19,625,415
Construction in progress	37,869,788	15,860,822	424,744	53,305,866
Total nondepreciable capital assets	<u>57,495,203</u>	<u>15,860,822</u>	<u>424,744</u>	<u>72,931,281</u>
Depreciable capital assets:				
Structures and improvements	262,997,039	931,985	366,681	263,562,343
Furniture, fixtures and equipment	3,556,039	59,092	113,971	3,501,160
Total depreciable capital assets	<u>266,553,078</u>	<u>991,077</u>	<u>480,652</u>	<u>267,063,503</u>
Less: Accumulated depreciation				
Structures and improvements	90,405,502	5,148,139	230,623	95,323,018
Furniture, fixtures and equipment	3,059,635	116,686	109,248	3,067,073
Total accumulated depreciation	<u>93,465,137</u>	<u>5,264,825</u>	<u>339,871</u>	<u>98,390,091</u>
Total depreciable capital assets, net	<u>173,087,941</u>	<u>(4,273,748)</u>	<u>140,781</u>	<u>168,673,412</u>
Total business-type activities capital assets, net	<u>\$ 230,583,144</u>	<u>\$ 11,587,074</u>	<u>\$ 565,525</u>	<u>\$ 241,604,693</u>

Depreciation expense was charged to functions as follows:

Combined waterworks and sewerage system	\$ 4,337,988
Sanitary landfill	312,031
Airport	566,064
Nonmajor enterprise funds	<u>48,742</u>
	<u>\$ 5,264,825</u>

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (Continued)

4. Long-Term Obligations

Debt payable at June 30, 2016 is composed of the following:

	Interest Rates	Maturity Date	Balance
Governmental Activities			
General obligation bonds:			
Improvement bonds – 2011	3.00	4/1/2017	\$ 2,300,000
Improvement bonds – 2013A	2.00 - 3.00	4/1/2028	19,320,000
Refunding (2003) – 2013	3.00 - 4.00	4/1/2023	9,940,000
Improvement bonds – 2013C	2.00 - 5.00	4/1/2021	3,365,000
Improvement bonds 2015A	2.00 - 5.00	4/1/2019	2,150,000
Improvement bonds 2016A	1.75 - 5.00	4/1/2029	<u>11,475,000</u>
Total general obligation bonds			<u>\$ 48,550,000</u>
Lease financing debt	4.00 - 4.30	7/1/2018	<u>\$ 4,913,000</u>
TIF bonds:			
Summit fair – 2011	5.625 - 7.25	4/1/2030	<u>\$ 17,080,000</u>
Business-Type Activities			
Combined Waterworks and Sewerage Fund:			
Revenue bonds:			
Waterworks – 2012	1.00 - 2.00	7/1/2021	<u>\$ 4,390,000</u>

The following is a summary of changes in long-term obligations of the City for the year ended June 30, 2016:

	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016	Amounts Due Within One Year
Governmental Activities					
General obligation bonds	\$ 42,215,000	\$ 14,075,000	\$ (7,740,000)	\$ 48,550,000	\$ 6,570,000
Add: Bond premium	3,610,462	551,757	(551,935)	3,610,284	—
Total general obligation bonds	45,825,462	14,626,757	(8,291,935)	52,160,284	6,570,000
Certificates of participation	—	—	—	—	—
Less: Bond discount	—	—	—	—	—
Total certificates of participation	—	—	—	—	—
Lease financing debt	6,410,000	—	(1,497,000)	4,913,000	2,401,500
TIF bonds	18,200,000	—	(1,120,000)	17,080,000	—
Less: Bond discount	(498,047)	—	33,576	(464,471)	—
Total TIF bonds	17,701,953	—	(1,086,424)	16,615,529	—
Accrued compensated absences	4,183,613	271,692	(348,238)	4,107,067	160,964
Other post employment benefits	1,986,652	406,558	(162,000)	2,231,210	—
Total governmental activities long-term obligations	\$ 76,107,680	\$ 15,305,007	\$ (11,385,597)	\$ 80,027,090	\$ 9,132,464

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

The total long-term liabilities of \$80,027,090 consist of compensated absences and other post employment benefits of \$173,009 and \$130,211, respectively, related to Internal Service Funds, while the remaining amount of \$79,723,870 is a reconciling item of the Governmental Funds balance sheet to the statement of net position. Compensated absences are primarily liquidated by the general fund.

Business-Type Activities	Balance June 30, 2015	Additions	Reductions	Balance June 30, 2016	Amounts Due Within One Year
Combined waterworks and sewerage system fund					
Revenue bonds	\$ 5,290,000	\$ —	\$ (900,000)	\$ 4,390,000	\$ 925,000
Add: Bond premium	214,489	—	(35,748)	178,741	—
Total revenue bonds	5,504,489	—	(935,748)	4,568,741	925,000
Compensated absences	215,734	11,357	(18,479)	208,612	26,907
Other post employment benefits	181,031	27,704	—	208,735	—
Total waterworks and sewerage fund	5,901,254	39,061	(954,227)	4,986,088	951,907
Sanitary landfill fund					
Landfill closure/post closure care	9,419,417	630,475	—	10,049,892	—
Compensated absences	48,526	17,726	(2,845)	63,407	—
Other post employment benefits	32,538	1,245	—	33,783	—
Total sanitary landfill fund	9,500,481	649,446	(2,845)	10,147,082	—
Airport fund					
Compensated absences	28,135	(207)	(1,631)	26,297	1,266
Other post employment benefits	15,527	1,801	—	17,328	—
Total airport fund	43,662	1,594	(1,631)	43,625	1,266
Nonmajor enterprise fund:					
Compensated absences	30,712	3,164	(1,352)	32,524	1,456
Total business-type activities long-term obligations	\$ 15,476,109	\$ 693,265	\$ (960,055)	\$ 15,209,319	\$ 954,629

Debt service requirements on long-term debt at June 30, 2016 are as follows:

Year	General Obligation Bonds		Governmental Activities Lease Purchase Financing		TIF Bonds	
	Principal	Interest	Principal	Interest	Principal	Interest
2017	\$ 6,570,000	\$ 1,633,900	\$ 2,401,500	\$ 50,115	\$ —	\$ 1,136,491
2018	5,345,000	1,387,300	2,511,500	16,953	—	1,136,491
2019	5,490,000	1,185,300	—	—	—	1,136,491
2020	3,940,000	959,200	—	—	570,000	1,120,459
2021	3,380,000	819,600	—	—	910,000	1,078,834
2022-2026	15,950,000	2,533,600	—	—	5,690,000	4,484,984
2027-2030	7,875,000	369,500	—	—	9,910,000	1,976,134
	\$ 48,550,000	\$ 8,888,400	\$ 4,913,000	\$ 67,068	\$ 17,080,000	\$ 12,069,884

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (Continued)

Enterprise Funds		
Combined Waterworks And Sewerage System		
Revenue Bonds		
Year	Principal	Interest
2017	\$ 925,000	\$ 87,800
2018	950,000	69,300
2019	980,000	50,300
2020	995,000	30,700
2021	540,000	10,800
	\$ 4,390,000	\$ 248,900

Certificates Of Participation

The certificates of participation were used to make park and airport improvements and certain expenses related to the delivery of the certificates.

Tax Increment Revenue Bonds (TIF) - Series 2001 And 2011

The tax increment revenue bonds were issued to finance the cost of certain public improvements in the Summit Woods Crossing and Summit Fair redevelopment area. The debt service on these issues is paid solely from Payments in Lieu of Taxes (PILOTS), Economic Activity Tax Revenues, Special Assessments and monies on deposit in the Debt Service Reserve Fund.

General Obligation Debt Margin

The State Constitution permits a city, by vote of two-thirds of the voting electorate, to incur general obligation indebtedness for "city purposes" not to exceed 10% of the assessed value of taxable tangible property and to incur additional general obligation indebtedness not exceeding, in the aggregate, an additional 10% of the assessed value of taxable tangible property for the purpose of acquiring rights-of-way, construction, extending and improving streets and avenues and/or sanitary or storm sewer systems, and purchasing or constructing waterworks, electric, or other light plants, provided that the total general obligation indebtedness of the City does not exceed 20% of the assessed valuation of taxable property.

At January 1, 2016, the constitutionally imposed total general obligation debt limit was \$358,467,408, which after reduction for authorized general obligation bonds net of available resources in the Debt Service Fund, provides a general obligation debt margin of \$312,626,634.

Combined Waterworks And Sewerage Revenue Bonds

The Waterworks and Sewerage Revenue Bond ordinance requires that the Combined Waterworks and Sewerage System Fund be accounted for in a separate Enterprise Fund. It also requires that, after sufficient current assets have been set aside to operate the system, all remaining monies held in the Combined Waterworks and Sewerage System Fund be segregated and restricted in separate special reserves and accounts. In accordance with the bond ordinance, these bonds are serviced by the Combined Waterworks and Sewerage System Fund operations and are included as a liability of that fund.

Restricted assets of the principal and interest account are to be used for payment of current principal and interest on bonds. Restricted assets of the debt service amount are available to pay principal and interest in the event of a deficiency in the principal and interest account. Restricted assets of the depreciation and replacement account are available to operate, maintain or improve the system, call bonds, or for payment of debt service in the event of a deficiency in other restricted assets.

All required minimum reserve amounts for each revenue bond series have been properly maintained by the City at June 30, 2016. The City is also in compliance with minimum net revenue covenants (as defined in the indenture) at June 30, 2016.

Bond Issuance

On January 21, 2016, the City issued a total of \$14,075,000 in General Obligation Bonds Series 2016A to be used for the construction of storm sewers and road improvements. Interest rates range from 2.00 - 5.00 percent and the bonds mature through March 2024.

5. Construction Commitments

A summary of the City's commitments on uncompleted construction contracts and the amount, which is expected to be funded by federal and state grants, follows:

	Contract Amount	Amount Funded By Grants
Nonmajor governmental	\$ 1,203,687	\$ —
Combined waterworks and sewage system	205,102	—
	<u>\$ 1,408,789</u>	<u>\$ —</u>

6. Interfund Receivables, Payables And Transfers

The composition of interfund balances as of June 30, 2016 is as follows:

Receivable Fund	Payable Fund	Amount
General fund	Nonmajor governmental	\$ 315,200
General fund	Todd George/50 Hwy TIF	1,342,000
General fund	Airport	3,495,886
Capital improvement sales tax	Nonmajor governmental	297,600
Capital improvement sales tax	Todd George/50 Hwy TIF	1,891,000
Capital improvement sales tax	Airport	1,984,000
Nonmajor governmental	Blue Parkway/Colbern CID	3,340,000
Nonmajor governmental	General fund	1,537
Combined waterworks and sewerage system	Nonmajor governmental	451,200
Combined waterworks and sewerage system	Todd George/50 Hwy TIF	2,867,000
Combined waterworks and sewerage system	Blue Parkway/Colbern CID	492,075
Combined waterworks and sewerage system	Airport	3,008,000
Total		\$ 19,485,498

The \$3,495,886 payable from the Airport Fund to the General Fund represents funds that were provided to the Airport to decrease borrowings to outside parties and to fund operations. This amount is being repaid over the next 10 years. Other payables from the Airport Fund; \$1,984,000 to the Capital Improvements Sales Tax Fund and \$3,008,000 to the Combined Water/Sewer Fund represent an interfund loan approved in 2014 to temporarily fund airport capital expansion during the grant reimbursement process.

The \$3,340,000 and \$492,075 payable from Blue Parkway and Colbern Road CID respectively, represents funds that were escrowed to fund infrastructure improvements during a voluntary property annexation into City limits. This liability will be repaid with revenues generated by future development.

Other interfund payables and receivables represent fund overdraws of cash, which are made in the ordinary course of business. Most of these overdraws are temporary until bond proceeds are reimbursed from the bond trustee for projects under construction.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (Continued)

Interfund transfers:

	Transfers To						Total
	General Fund	Nonmajor Governmental	Airport Fund	Landfill Fund	Nonmajor Enterprise	Internal Service	
Transfers from							
General fund	\$ —	\$ 834,380	\$ 220,753	\$ 92,022	\$ 74,580	\$ 234,921	\$ 1,456,656
Debt service fund	—	1,975,000	—	—	—	—	1,975,000
Nonmajor governmental	468,230	21,700	—	—	—	50,216	540,146
Combined waterworks and sewerage system	871,057	—	—	8,975	14,390	29,266	923,688
Sanitary landfill	74,445	175,000	—	—	—	—	249,445
Airport	521,696	—	—	2,473	—	—	524,169
Internal service	—	—	—	—	—	4,250	4,250
	\$ 1,935,428	\$ 3,006,080	\$ 220,753	\$ 103,470	\$ 88,970	\$ 318,653	\$ 5,673,354

Transfers are used to move revenues from one fund to the other due to budgetary authorizations or by ordinance in the normal course of business. In addition, unrestricted revenues collected in the General Fund are used to finance various programs in other funds and are transferred in accordance with budgetary authorizations.

During the year ended June 30, 2016, \$871,057 was transferred from the Combined Waterworks and Sewer System Fund to the General Fund for general and administrative expenses.

7. Employee Retirement Plan

Plan Description

The City's defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits Provided

LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police and fire) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police and fire) and receive a reduced allowance.

Benefit terms provide for annual post retirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered By Benefit Terms

At June 30, 2016, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	248
Inactive employees entitled to but not yet receiving benefits	219
Active employees	606
	<hr/>
	1,073
	<hr/>

Contributions

The City is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the City do not contribute to the pension plan. Employer contribution rates are 10.1% (General), 12.9% (Police) and 11.4% (Fire) of annual covered payroll.

Net Pension Liability (Asset)

The employer's net pension liability (asset) was measured as of June 30, 2016, and the total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of February 29, 2016.

Actuarial Assumptions

The total pension liability in the February 29, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Method:	Entry Age Normal
Asset Valuation Method:	5 – year smoothed market
Amortization Method:	Level percentage payroll, closed
Inflation:	3.25% wage inflation; 2.5% price inflation
Salary Increase:	3.25% to 6.55% (7.15% Fire) including wage inflation
Investment Rate Of Return:	7.25%

Mortality rates were based on the applicable RP-2014 Mortality Tables for both males and females.

The actuarial assumptions used in the February 29, 2016 valuation were based on the results of an actuarial experience study for the period March 1, 2010 through February 28, 2015.

The assumptions for wage inflation, price inflation and salary increases were reduced by 0.25%, 0.50% and 0.25%, respectively, for the February 29, 2016 actuarial valuation. The mortality tables used were also updated from the 1994 Group Annuity Mortality Table to the RP-2014 Mortality Tables.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate Of Return</u>
Equity	48.50%	5.00%
Fixed Income	25.00%	2.50%
Real Assets	20.00%	4.00%
Strategic Assets	6.50%	5.00%

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (Continued)

Discount Rate

The discount rate used to measure the total pension liability is 7.25%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Changes In The Net Pension Liability (Asset)

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balances At June 30, 2015	\$ 161,721,405	\$ 181,201,498	\$ (19,480,093)
Changes For The Year:			
Service cost	4,116,855	—	4,116,855
Interest	11,691,666	—	11,691,666
Changes in benefit terms	—	—	—
Difference between expected and actual experience	(892,732)	—	(892,732)
Changes of assumptions	6,279,349	—	6,279,349
Contributions - employer	—	4,153,904	(4,153,904)
Contributions - employee	—	—	—
Net investment income (loss)	—	(235,139)	235,139
Benefit payments, including refunds	(5,047,211)	(5,047,211)	—
Administrative expense	—	(84,734)	84,734
Other changes	—	339,826	(339,826)
Net changes	16,147,927	(873,354)	17,021,281
Balances At June 30, 2016	\$ 177,869,332	\$ 180,328,144	\$ (2,458,812)

Sensitivity Of The Net Pension Liability To Changes In The Discount Rate

The following presents the Net Pension Liability of the City, calculated using the discount rate of 7.25%, as well as what the employer's Net Pension Liability would be using a discount rate that is one percentage point lower (6.25%) or one percentage point higher (8.25%) than the current rate.

	Current Single Discount		
	1% Decrease 6.25%	Rate Assumption 7.25%	1% Increase 8.25%
Net Pension Liability (Asset)	\$ 25,893,919	\$ (2,458,812)	\$ (25,616,550)

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (Continued)

Pension Expense, Deferred Outflows Of Resources And Deferred Inflows Of Resources Related To Pensions

For the year ended June 30, 2016 the City recognized pension expense of \$7,798,346. The employer reported deferred outflows and inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows Of Resources</u>	<u>Deferred Inflows Of Resources</u>
Differences in experience	\$ 500,724	\$ (1,007,890)
Changes in assumptions	5,359,402	—
Difference between expected and actual earnings	16,251,830	—
Contributions subsequent to the measurement date*	—	—
Total	\$ 22,111,956	\$ (1,007,890)

*The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as a reduction in the Net Pension Liability (Asset) for the year ending June 30, 2016.

Amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ending June 30</u>	<u>Net Deferred Outflows Of Resources</u>
2017	\$ 5,359,294
2018	5,359,294
2019	5,359,296
2020	3,501,886
2021	786,864
Thereafter	737,432
Total	\$ 21,104,066

8. Other Post Employment Benefits

Plan Description

In addition to providing the pension benefits described above, the City provides employees that retire under the plan at the same the opportunity for continuation of medical and dental insurance coverage offered through the City's fully insured group insurance plan.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

Retirees who elect to continue coverage in the medical and dental plans offered through the City are required to pay the entire premium amount until the employee becomes eligible for Medicare. Since the retirees pay the premiums each year, the City share of any premium cost is determined on the basis of a blended rate or implicit rate subsidy calculation.

Funding Policy

The City does not pay retiree benefits directly; they are paid implicitly over time through employer subsidization of active premiums that would be lower if retirees were not part of the experience group.

Annual OPEB Costs And Net OPEB Obligation

The following table shows the components of the City's annual OPEB cost and net OPEB obligation for the year:

Annual Required Contribution	
Normal costs	\$ 251,597
Amortization of unfunded actuarial accrued liability (Amortization factor 19.03577)	224,559
	<u>476,156</u>
Interest on OPEB obligation	77,551
Adjustment to annual required contribution	<u>(116,399)</u>
Annual OPEB cost	437,308
Expected contribution (related to implicit rate subsidy)	<u>162,000</u>
	275,308
Net OPEB obligation, beginning of year	<u>2,215,748</u>
Net OPEB obligation, end of year	<u>\$ 2,491,056</u>

Schedule Of Employer Contributions

For The Year Ended June 30,	Annual OPEB Cost	*Percentage Contributed	Net OPEB Obligation
2014	349,426	19%	\$ 1,932,322
2015	349,426	19%	2,215,748
2016	437,308	37%	2,491,056

* Contribution related to implicit rate subsidy

Schedule Of Funding Progress

Actuarial Valuation Date	(a) Actuarial Value Of Assets	(b) Actuarial Accrued Liability (AAL)	(b-a) Unfunded Accrued Liability (UAAL)	(a/b) Funded Ratio	*(c) Annual Covered Payroll	((b-a)/c) UAAL As A Percentage Of Covered Payroll
July 1, 2015	\$ —	\$ 4,130,100	\$ 4,130,100	—	\$ 33,762,535	12%

* Annualized pay for actives eligible to participate in the health plan.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumption about future employment, mortality and healthcare cost trend. Amounts determined regarding the funded status of the plan are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplemental information following the notes to financial statements, presents multiyear trend information whether the actuarial value of plan assets is increasing or decreasing over time relative to the AAL benefits.

Actuarial Methods And Assumptions

The population valued is based on a closed group. Only current employees and retirees as of the valuation date are considered; no provision is made for future new hires.

As of the July 1, 2015 actuarial valuation, the liabilities were computed using the projected unit credit method with a 30-year level dollar, open period amortization of the unfunded actuarial accrued liability. The actuarial assumption utilized a 3.5% valuation interest rate (or discount rate) an inflation rate of 3.0% and a healthcare cost trend rate of 6.5% reduced annually to an ultimate rate of 5% after 6 years.

As of valuation date, there are no plan assets recognized under GASB 45 rules.

9. Litigation And Contingent Liabilities

Legal Matters

The City is a party to a number of other lawsuits as a result of condemnation proceedings, zoning decisions, personal injury and certain law enforcement activities. Although potential claims against the City not covered by insurance, if any, resulting from such litigation are not determinable, it is the opinion of the City's legal counsel and management that the resolution of these matters will not have a materially adverse effect on the financial position of the City.

Self-Insurance

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. To protect itself against these risks of loss, the City carries liability and fidelity insurance coverage provided by One Beacon Insurance Group and property coverage is provided by Travelers Property Casualty Company of America.

The City is self-insured with respect to its obligations to provide workers' compensation for its employees. The estimated liability for payment of incurred (both reported and unreported) but unpaid claims is recorded in the government-wide and internal service fund financial statements.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

At June 30, 2016, the City's total estimated liability for payment of incurred but unpaid claims for workers' compensation was \$751,002 and is included in accounts payable in the Workers' Compensation Self-Insurance Fund.

Changes in self-insured claims liability at June 30, 2016 and 2015 were as follows:

Balance - June 30, 2014	\$ 744,797
Add: Current year claims and change in estimate	487,689
Less: Claim payments	<u>403,143</u>
Balance - June 30, 2015	829,342
Add: Current year claims and change in estimate	433,880
Less: Claim payments	<u>512,220</u>
Balance - June 30, 2016	<u><u>\$ 751,002</u></u>

Settled claims have not exceeded insurance coverage in any of the past three years.

10. Closure And Postclosure Care Costs

State and federal laws and regulations require the City to place a final cover on its sanitary landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for 30 years after closure. Although closure and postclosure care costs will be paid only near or after the date that the landfill stops accepting waste, the City reports a portion of these closure and postclosure care costs as an operating expense in each period based on landfill capacity used as of each balance sheet date. The \$10,049,892 reported as landfill closure and postclosure care liability at June 30, 2016 represents the cumulative estimate of closure and postclosure care costs based on the use of approximately 95.17% of the ultimate capacity of the landfill.

CITY OF LEE'S SUMMIT, MISSOURI

Notes To Basic Financial Statements (*Continued*)

The City will recognize the remaining estimated cost of closure and postclosure care of \$510,045 as the remaining estimated capacity is filled. These amounts are based on what it would cost to perform all closure and postclosure care valued in 2016 costs. The City expects to close the landfill in the year 2018. Actual cost may be higher due to inflation, changes in technology or changes in regulations. The City has documented its commitment to pay for closure and postclosure costs through the issuance of contracts of obligation with the Department of Natural Resources. These contracts legally bind the City to pay for closure and postclosure costs. As of June 30, 2016, the City had outstanding contracts of obligation for approximately \$10,300,000 that were approved by the Department of Natural Resources subsequent to year end. The City expects that all closure and postclosure care costs, as well as future inflation costs, will be paid from available operating revenues, reserves and interest earnings on cash and short-term investments held in the Sanitary Landfill Fund. However, if these resources are inadequate or additional postclosure care requirements are determined (due to changes in technology or applicable laws or regulations, for example), these costs may need to be recovered through charges to future landfill users.

11. Deficits

The accumulated deficit in the funds listed below will be eliminated by future revenues or transfers.

Blue Parkway and Colbern Road CID	\$	3,697,255
Todd George and 50 Hwy TIF		6,014,290
Enterprise Funds - Sanitary Landfill		230,863
Capital Project Funds - Nonmajor		
New Longview TIF		36,240
Special Revenue Funds - Nonmajor		
Entitlement Fund		6,468
		<hr/>
	\$	<u>9,985,116</u>

12. Municipal Court Traffic Violations Fines And Costs

Missouri House Bill No. 103 amending RSMo Section 302.341.2 became effective on August 28, 2013. The amendment to the statute now requires municipalities to report an accounting of the percent of "annual general operating revenue" from fines and costs for traffic violations. Total fines and court cost revenues for the fiscal year, which includes fines and court costs related to traffic violations, summed to \$1,270,713. This accounts for 2.28% of the City's total general operating revenues of \$55,673,986 for the year ended June 30, 2016.

Required Supplementary Information

CITY OF LEE'S SUMMIT, MISSOURI

**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)
BUDGETARY COMPARISON INFORMATION GENERAL FUND
For The Year Ended June 30, 2016**

	Budgeted Amounts		Actual	Variances With
	Original	Final		Final Budget - Positive (Negative)
Revenues				
Taxes	\$ 50,830,925	\$ 50,830,925	\$ 51,287,969	\$ 457,044
Fees and forfeitures	1,532,144	1,532,144	1,508,416	(23,728)
Licenses and permits	1,655,673	1,655,673	2,546,789	891,116
Intergovernmental	979,021	979,021	991,744	12,723
Charges for services	3,566,230	3,566,230	4,572,805	1,006,575
Investment earnings	—	—	206,650	206,650
Other	1,557,065	1,557,065	1,914,858	357,793
Total Revenues	60,121,058	60,121,058	63,029,231	2,908,173
Expenditures				
Current				
General government				
Administration	3,311,199	3,311,199	2,751,713	559,486
Codes administration	—	—	—	—
Finance	6,395,253	6,599,872	6,444,234	155,638
Municipal court	809,800	809,800	788,944	20,856
Legal	1,219,257	1,219,257	1,122,694	96,563
Public safety				
Law enforcement	19,693,650	19,693,650	19,441,279	252,371
Fire/EMS	14,780,185	15,104,986	15,147,488	(42,502)
Public works and streets				
Public works/engineering	3,337,049	3,398,213	3,256,636	141,577
Street operations	6,769,131	6,769,131	6,095,434	673,697
Community development	962,684	962,684	766,412	196,272
Development Center	2,887,583	2,887,583	2,445,887	441,696
Total Expenditures	60,165,791	60,756,375	58,260,721	2,495,654
Excess (Deficiency) Of Revenues Over Expenditures	(44,733)	(635,317)	4,768,510	5,403,827
Other Financing Sources (Uses)				
Transfers in	1,066,302	1,066,302	1,935,428	869,126
Transfers out	(1,020,014)	(1,020,014)	(1,456,656)	(436,642)
Total Other Financing Sources (Uses)	46,288	46,288	478,772	432,484
Net Change In Fund Balances	1,555	(589,029)	5,247,282	5,836,311
Fund Balances - Beginning	27,326,458	27,326,458	20,192,046	(7,134,412)
Fund Balances - Ending	\$ 27,328,013	\$ 26,737,429	\$ 25,439,328	\$ (1,298,101)

CITY OF LEE'S SUMMIT, MISSOURI

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED) NOTES TO BUDGETARY COMPARISON INFORMATION For The Year Ended June 30, 2016

Budgets And Budgetary Accounting

The reported budgetary data represents the final approved budget after amendments as adopted by the City Council. Amendments to the original budget were not material, and appropriations lapse at year-end. The basis of accounting is the same for both budgeting and GAAP reporting purposes. The City Council utilizes the following procedures in establishing the budgetary data reflected in the financial statements.

- (1) Prior to the beginning of the fiscal year, the City Administrator submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1. The operating budget provides a complete financial plan of all funds and activities for the upcoming fiscal year. In no event shall the total proposed expenditures exceed the estimated revenues to be received plus any unencumbered cash reserves estimated to be on hand at the beginning of the budget year.
- (2) Public hearings are conducted to obtain taxpayer comments.
- (3) Prior to July 1, the budget is legally enacted through passage of an ordinance.

The appropriated budget is prepared by fund, department and program. Department heads may make transfers of appropriations within their departments. Upon written request by the City Administrator, the City Council may, by ordinance, transfer part or all of any unencumbered appropriation balance from one department to another. The legal level of budgetary control is the department level.

Although the City is legally required to prepare budgets for all funds, there is no legal requirement to report on those budgets.

The majority of Special Revenue Funds have annual appropriated budgets; funds that do not are the Entitlement Fund, Landfill Postclosure Fund, Cemetery Trust Fund, Road and Bridge Escrow Fund, the Business and Industry Fund and the Energy Efficiency Grant Fund.

Capital projects are budgeted on a project basis rather than on an annual fiscal basis; therefore, a comparison of actual to budget for Capital Project Funds would not be meaningful.

CITY OF LEE'S SUMMIT, MISSOURI

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED) SCHEDULES OF SELECTED PENSION INFORMATION – MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM (LAGERS)

For The Year Ended June 30, 2016

Schedule Of Contributions

Fiscal Year	Actuarially Determined Contribution	Contribution In Relation To The Required Contribution	Contribution Deficiency	Covered Employee Payroll	Contribution As A Percentage Of Covered Payroll
2007	\$ 4,120,390	\$ 4,120,390	\$ —	\$ 30,786,616	13.38%
2008	4,353,341	4,353,341	—	32,205,118	13.52%
2009	4,444,189	4,444,189	—	33,331,742	13.33%
2010	4,339,960	4,339,960	—	34,045,869	12.75%
2011	5,780,423	4,971,369	809,054	36,109,178	13.77%
2012	5,366,779	5,033,542	333,237	33,995,659	14.81%
2013	5,477,506	5,450,822	26,684	34,590,433	15.76%
2014	5,114,998	5,114,998	—	35,056,858	14.59%
2015	4,831,113	4,831,113	—	35,275,972	13.70%
2016	4,130,742	4,130,742	—	35,381,386	11.67%

Schedule Of Changes In Net Pension Liability (Asset) And Related Ratios

Fiscal Year Ending June 30,	2015	2016
Total Pension Liability		
Service Cost	\$ 4,094,113	\$ 4,116,855
Interest on Total Pension Liability	10,954,647	11,691,666
Changes of Benefit Terms	—	—
Difference between expected and actual experience	318,903	(892,732)
Changes of Assumptions	—	6,279,349
Benefit payments, including refunds	5,400,300	5,047,211
Net Change In Total Pension Liability	9,994,463	16,147,927
Total Pension Liability - Beginning	151,726,942	161,721,405
Total Pension Liability - Ending (a)	\$ 161,721,405	\$ 177,869,332
Plan Fiduciary Net Position		
Contributions - employer	\$ 4,831,163	\$ 4,153,904
Contributions - employee	—	—
Net investment income	3,552,574	(235,139)
Benefit payments, including refunds	5,373,300	5,047,211
Pension Plan Administrative Expense	89,852	84,734
Other (Net Transfer)	1,714,993	339,826
Net Change In Plan Fiduciary Net Position	4,635,578	(873,354)
Plan Fiduciary Net Position - Beginning	176,565,920	181,201,498
Plan Fiduciary Net Position - Ending (b)	\$ 181,201,498	\$ 180,328,144
Net Pension Liability/(Asset) - Ending (a) - (b)	(19,480,093)	(2,458,812)
Plan Fiduciary Net Position As A Percentage Of The Total Pension Liability	112.05%	101.38%
Covered-Employee Payroll	\$ 34,283,100	\$ 35,017,663
Net Pension Liability (Asset) As A Percentage Of Covered Employee Payroll	-56.82%	-7.02%

Note: The above schedules are intended to show information for 10 years. Additional years will be displayed as they become available.

CITY OF LEE'S SUMMIT, MISSOURI

**REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)
SCHEDULE OF FUNDING PROGRESS – OTHER POST EMPLOYMENT
BENEFIT OBLIGATIONS
For The Year Ended June 30, 2016**

Other Post Employment Benefit Obligations

Actuarial Valuation Date	(a) Actuarial Value Of Assets	(b) Actuarial Accrued Liability (AAL)	(b-a) Unfunded Accrued Liability (UAAL)	(a/b) Funded Ratio	(c) Annual Covered Payroll	((b-a)/c) UAL As A Percentage Of Covered Payroll
July 1, 2011	\$ —	\$ 3,525,313	\$ 3,525,313	—	\$ 32,106,836	11%
July 1, 2013	—	3,017,998	3,017,998	—	32,130,565	9%
July 1, 2015	—	4,130,100	4,130,100	—	33,762,535	12%

Supplementary Information

Combining And Individual Fund Financial
Statements And Schedules

CITY OF LEE'S SUMMIT, MISSOURI

**COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
June 30, 2016**

	Special Revenue	Capital Projects	Total Nonmajor Governmental Funds
Assets			
Pooled cash and investments	\$ 12,081,376	\$ 21,762,124	\$ 33,843,500
Receivables (net of allowance)			
Taxes	102,513	1,371,123	1,473,636
Accounts and other	46,631	—	46,631
Interest	21,498	12,011	33,509
Due from other funds	—	3,341,537	3,341,537
Due from other governments	102,423	776,759	879,182
Other assets	229	793	1,022
Total Assets	\$ 12,354,670	\$ 27,264,347	\$ 39,619,017
Liabilities And Fund Balances			
Liabilities			
Accounts payable and accrued liabilities	\$ 299,394	\$ 1,680,567	\$ 1,979,961
Payroll liabilities	148,242	—	148,242
Payable from restricted	873,025	5,000	878,025
Accrued interest payable	—	2,393	2,393
Due to other funds	9,000	1,055,000	1,064,000
Total Liabilities	1,329,661	2,742,960	4,072,621
Deferred Inflows Of Resources			
Property tax	181,536	—	181,536
Other	—	5,096	5,096
Total Deferred Inflows Of Resources	181,536	5,096	186,632
Fund Balances			
Restricted			
Bridges, streets and signals	—	13,617,458	13,617,458
Economic development	—	4,964,287	4,964,287
Law enforcement	—	—	—
Other capital projects	—	4,737,866	4,737,866
Committed			
Bridges, streets and signals	181,885	—	181,885
Landfill care	4,988,538	—	4,988,538
Cemetery care	1,286,366	—	1,286,366
Assigned			
Parks and recreation	3,713,591	1,054,054	4,767,645
Economic development	269,602	—	269,602
Other capital projects	—	178,866	178,866
Other purposes	409,959	—	409,959
Unassigned	(6,468)	(36,240)	(42,708)
Total Fund Balances	10,843,473	24,516,291	35,359,764
Total Liabilities, Deferred Inflows And Fund Balances	\$ 12,354,670	\$ 27,264,347	\$ 39,619,017

CITY OF LEE'S SUMMIT, MISSOURI

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS
For The Year Ended June 30, 2016**

	Special Revenue	Capital Projects	Total Nonmajor Governmental Funds
Revenues			
Taxes			
Property	\$ 3,131,869	\$ 3,375,011	\$ 6,506,880
Sales	—	9,398,421	9,398,421
License	—	650,360	650,360
Bed	440,886	—	440,886
Other tax	3,324	—	3,324
Fines and forfeitures	20,037	11,072	31,109
Intergovernmental	560,614	1,340,807	1,901,421
Charges for services	3,011,362	33,343	3,044,705
Investment earnings	130,318	88,965	219,283
Other	439,898	10	439,908
Total Revenues	7,738,308	14,897,989	22,636,297
Expenditures			
Current			
General government	830,180	734,833	1,565,013
Parks and recreation	6,027,253	—	6,027,253
Debt service			
Principal	—	1,120,000	1,120,000
Interest and other charges	—	1,251,848	1,251,848
Capital outlay	—	23,636,541	23,636,541
Total Expenditures	6,857,433	26,743,222	33,600,655
Excess (Deficiency) Of Revenues Over Expenditures	880,875	(11,845,233)	(10,964,358)
Other Financing Sources (Uses)			
Issuance of bonds	—	14,049,843	14,049,843
Premium on issuance of bonds	—	551,757	551,757
Transfers in	482,818	2,523,262	3,006,080
Transfers out	(80,734)	(459,412)	(540,146)
Total Other Financing Sources	402,084	16,665,450	17,067,534
Net Change In Fund Balances	1,282,959	4,820,217	6,103,176
Fund Balances - Beginning	9,560,514	19,696,074	29,256,588
Fund Balances - Ending	\$ 10,843,473	\$ 24,516,291	\$ 35,359,764

CITY OF LEE'S SUMMIT, MISSOURI

NONMAJOR GOVERNMENTAL FUNDS SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than expendable trust or major capital project) requiring separate accounting because of legal or regulatory provisions or administrative action. The City's nonmajor Special Revenue Funds are as follows:

Park Board - Established to account for activities of the Park Board, which administers operations of all City parks.

Violence Against Women Grant - Established to account for the receipt of federal grant monies for the Violence Against Women Grant.

Entitlement Fund - Established to account for federal funding passed through to other agencies.

Landfill Postclosure Fund - Established to account for reserve set up to cover landfill closure costs the City will incur.

Cemetery Trust Fund - Established to account for plot and monument sales for perpetual care funding.

Road And Bridge Escrow - Established to account for deposits made related to road and bridge improvement projects.

Business And Industry Fund - Established to account for and distribute the proceeds from a 5% tax on certain gross receipts of hotels, motels and similar places of business.

Energy Efficiency Grant - Established to account for money received from the Federal Department of Energy to go towards projects for energy efficiency and conservation.

CITY OF LEE'S SUMMIT, MISSOURI

**COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
June 30, 2016**

	Park Board	Violence Against Women Grant	Entitlement Fund	Landfill Post Closure Fund	Cemetery Trust Fund	Road And Bridge Escrow	Business And Industry Fund	Energy Efficiency Grant	Total Nonmajor Special Revenue Funds
Assets									
Pooled cash and investments	\$ 4,199,813	\$ 339,216	\$ 942	\$ 4,979,582	\$ 1,285,710	\$ 1,053,043	\$ 223,070	\$ —	\$ 12,081,376
Receivables (net of allowance)	102,513	—	—	—	—	—	—	—	102,513
Taxes receivable, net	—	393	—	—	—	—	46,238	—	46,631
Accounts and other	7,595	519	—	8,956	2,267	1,867	294	—	21,498
Interest	—	78,225	24,198	—	—	—	—	—	102,423
Due from other governments	—	—	—	—	—	—	—	—	—
Other assets	229	—	—	—	—	—	—	—	229
Total Assets	\$ 4,310,150	\$ 418,353	\$ 25,140	\$ 4,988,538	\$ 1,287,977	\$ 1,054,910	\$ 269,602	\$ —	\$ 12,354,670
Liabilities And Fund Balances									
Liabilities									
Accounts payable and accrued liabilities	\$ 267,076	\$ 8,394	\$ 22,608	\$ —	\$ 1,316	\$ —	\$ —	\$ —	\$ 299,394
Payroll liabilities	147,947	—	—	—	295	—	—	—	148,242
Payable from restricted	—	—	—	—	—	873,025	—	—	873,025
Due to other funds	—	—	9,000	—	—	—	—	—	9,000
Total Liabilities	415,023	8,394	31,608	—	1,611	873,025	—	—	1,329,661
Deferred Inflows Of Resources									
Property tax	181,536	—	—	—	—	—	—	—	181,536
Fund Balances									
Committed									
Bridges, streets and signals	—	—	—	—	—	181,885	—	—	181,885
Landfill care	—	—	—	4,988,538	—	—	—	—	4,988,538
Cemetery care	—	—	—	—	1,286,366	—	—	—	1,286,366
Assigned									
Parks and recreation	3,713,591	—	—	—	—	—	—	—	3,713,591
Economic development	—	—	—	—	—	—	269,602	—	269,602
Other purposes	—	409,959	—	—	—	—	—	—	409,959
Unassigned	—	—	(6,468)	—	—	—	—	—	(6,468)
Total Fund Balances	3,713,591	409,959	(6,468)	4,988,538	1,286,366	181,885	269,602	—	10,843,473
Total Liabilities, Deferred Inflows And Fund Balances	\$ 4,310,150	\$ 418,353	\$ 25,140	\$ 4,988,538	\$ 1,287,977	\$ 1,054,910	\$ 269,602	\$ —	\$ 12,354,670

CITY OF LEE'S SUMMIT, MISSOURI
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
For The Year Ended June 30, 2016

	Park Board	Violence Against Women Grant	Entitlement Fund	Landfill Post Closure Fund	Cemetery Trust Fund	Road And Bridge Escrow	Business And Industry Fund	Energy Efficiency Grant	Total Nonmajor Special Revenue Funds
Revenues									
Taxes									
Property	\$ 3,131,869	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 3,131,869
Bed	—	—	—	—	—	—	440,886	—	440,886
Other tax	3,324	—	—	—	—	—	2,255	—	3,324
Fines and forfeitures	17,782	—	—	—	—	—	—	—	20,037
Intergovernmental	—	86,319	474,295	—	—	—	—	—	560,614
Charges for services	2,930,703	—	—	—	80,659	—	—	—	3,011,362
Investment earnings (loss)	44,053	2,527	—	56,240	14,349	11,529	1,620	—	130,318
Other	267,057	—	—	—	172,841	—	—	—	439,898
Total Revenues	6,394,788	88,846	474,295	56,240	267,849	11,529	444,761	—	7,738,308
Expenditures									
Current:									
General government	—	21,104	471,695	—	—	—	337,381	—	830,180
Parks and recreation	5,825,834	—	—	—	201,419	—	—	—	6,027,253
Total Expenditures	5,825,834	21,104	471,695	—	201,419	—	337,381	—	6,857,433
Excess (Deficiency) Of Revenues Over Expenditures	568,954	67,742	2,600	56,240	66,430	11,529	107,380	—	880,875
Other Financing Sources (Uses)									
Transfers in	280,245	—	—	175,000	—	—	14,200	13,373	482,818
Transfers out	(50,216)	—	—	—	(21,700)	—	(8,818)	—	(80,734)
Total Other Financing Sources (Uses)	230,029	—	—	175,000	(21,700)	—	5,382	13,373	402,084
Net Change In Fund Balances	798,983	67,742	2,600	231,240	44,730	11,529	112,762	13,373	1,282,959
Fund Balances - Beginning	2,914,608	342,217	(9,068)	4,757,298	1,241,636	170,356	156,840	(13,373)	9,560,514
Fund Balances - Ending	\$ 3,713,591	\$ 409,959	\$ (6,468)	\$ 4,988,538	\$ 1,286,366	\$ 181,885	\$ 269,602	\$ —	\$ 10,843,473

CITY OF LEE'S SUMMIT, MISSOURI

BUDGETARY COMPARISON SCHEDULE

PARK BOARD

For The Year Ended June 30, 2016

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variances With Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Taxes				
Property taxes	\$ 3,111,019	\$ 3,111,019	\$ 3,131,869	\$ 20,850
Other tax	2,500	2,500	3,324	824
Fines and forfeitures	22,250	22,250	17,782	(4,468)
Intergovernmental	—	—	—	—
Charges for services	2,835,903	2,835,903	2,930,703	94,800
Investment earnings	5,498	5,498	44,053	38,555
Other	142,549	142,549	267,057	124,508
Total Revenues	6,119,719	6,119,719	6,394,788	275,069
Expenditures				
Current				
Parks and recreation	6,009,752	6,055,631	5,825,834	229,797
Excess (Deficiency) Of Revenues Over Expenditures	109,967	64,088	568,954	504,866
Other Financing Sources (Uses)				
Transfers in	295,530	295,530	280,245	(15,285)
Transfers out	(56,201)	(56,201)	(50,216)	5,985
Total Other Financing Sources (Uses)	239,329	239,329	230,029	(9,300)
Net Change In Fund Balances	349,296	303,417	798,983	495,566
Fund Balances - Beginning	2,914,608	2,914,608	2,914,608	—
Fund Balances - Ending	\$ 3,263,904	\$ 3,218,025	\$ 3,713,591	\$ 495,566

CITY OF LEE'S SUMMIT, MISSOURI

**BUDGETARY COMPARISON SCHEDULE
VIOLENCE AGAINST WOMEN GRANT
For The Year Ended June 30, 2016**

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variances With Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Licenses and permits				
Intergovernmental	\$ 304,334	\$ 304,334	\$ 86,319	\$ (218,015)
Investment earnings	—	—	2,527	2,527
Total Revenues	304,334	304,334	88,846	(215,488)
Expenditures				
Current				
General government	152,167	152,167	21,104	131,064
Net Change In Fund Balances	152,167	152,167	67,742	(84,424)
Fund Balances - Beginning	342,217	342,217	342,217	—
Fund Balances - Ending	\$ 494,384	\$ 494,384	\$ 409,959	\$ (84,425)

CITY OF LEE'S SUMMIT, MISSOURI

NONMAJOR GOVERNMENTAL FUNDS CAPITAL PROJECTS FUNDS

Capital Projects Funds account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by Enterprise Funds. The City's nonmajor Capital Projects Funds are as follows:

Fire Facility No. 7 - Established to account for construction of a new fire facility related to a 2002 general obligation bond issue.

Road And Bridge Improvement - Established to account for road and bridge improvement projects within the City related to a fiscal year 1995 tax levy.

Road And Bridge Excise Tax - Established to account for road and bridge improvement projects within the City related to an excise tax and a ten year capital improvement sales tax that was approved by voters in 1997.

Ritter Plaza Tax Increment Financing - Established to account for public improvements needed to support new private development in M-291 and Swann Road area.

Park Development - Established to account for construction of new parks.

Summit Woods Tax Increment Financing - Established to account for public improvements needed to support new private development in the I-470 and M-350 Highway area.

Chapel Ridge Tax Increment Financing - Capital projects fund established to account for public improvements needed to support new private development in the I-470 and Woods Chapel Road area.

New Longview Tax Increment Financing - Established to account for public improvements needed to support new private development in the Longview Farm area.

Hartley's Block Tax Increment Financing - Established to account for improvements needed to support redevelopment of 1.3 acres in the historic downtown area.

I-470 Business Center Tax Increment Financing - Established to account for public improvements needed to support development of 125 acres in the I-470 corridor.

Summit Woods East TIF - Established to account for public improvements needed to support new private development in the I-470 and M-350 Highway area.

Downtown Improvements - Established to account for improvement projects in the downtown area of the City related to a 2002 general obligation bond issue.

Public Safety Issues - Established to account for construction of a new animal control facility and installation of 17 additional storm sirens within the City related to a 2002 general obligation bond issue.

Third Street Road Improvements - Established to account for construction of Third Street related to a 2002 general obligation bond issue.

Storm Water Improvement - Established to account for construction of projects related to a 2007 bond election.

CITY OF LEE'S SUMMIT, MISSOURI

NONMAJOR GOVERNMENTAL FUNDS CAPITAL PROJECTS FUNDS (*Continued*)

Sidewalk Bond Program - Established to account for sidewalk rehabilitation and connectivity related to a 2007 general obligation bond issue.

Arterial Street Lights II - Established to account for construction of projects related to a 2007 bond election.

Salt Dome Bonds #2 - Established to account for construction of a second salt storage dome related to a 2007 general obligation bond issue.

ERP System - Established to account for the acquisition, testing, and implementation of new Financial, Procurement, Human Resources and Water Utility Billing software.

Road Improvements - Established to account for costs associated with construction of Strother Road Improvements and View High/I-470 Road Improvements related to a 2010 general obligation bond issue.

Tudor Road Improvements - Established to account for costs associated with construction of Tudor Road related to a 2010 general obligation bond issue.

Infrastructure Improvements - Established to account for costs associated with sidewalk rehabilitation and curb replacement related to a 2010 general obligation bond issue.

Public Safety 10 - Established to account for costs associated with public safety radio upgrade and for construction of a police training facility and other improvements related to a 2010 general obligation bond issue.

Cultural Arts 2013 Bonds - Established to account for costs associated with public improvements for cultural arts, including improvements to the Legacy Park Amphitheater, rehabilitating the old downtown post office/city hall building and creating a downtown outdoor performance and festival space.

Road Improvements 2013 - Established to account for costs to construct road improvements, sidewalks, curbs and drainage facilities for Orchard Street and paved shoulders for Pryor Road.

Public Safety Equipment Replacement - Established to account for revenues and expenditures related to equipment used for public safety that is not included in other replacement programs.

CITY OF LEE'S SUMMIT, MISSOURI
COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS
Page 1 Of 2
June 30, 2016

	Fire Facility No. 7	Road Bridge Improvement	Road And Bridge Excise Tax	Ritter Plaza TIF	Park Development	Summit Woods TIF	Chapel Ridge TIF	New Longview TIF	Hartley's Block TIF	Business Center TIF	Summit Woods East TIF	Downtown Improvement	Public Safety Issues
Assets													
Pooled cash and investments	\$ --	\$ 694	\$ 2,065,663	\$ 44,356	\$ 1,138,333	\$ 65,729	\$ 530,196	\$ 48,517	\$ --	\$ 73,387	\$ 4,061,341	\$ --	\$ --
Receivables (net of allowance)													
Taxes		1,100,315	5,096	1,451			71,132	15,681		20,214	157,234		
Interest		585	3,330	145	3,042	1,851	1,465	63		638			
Due from other funds		3,340,000											
Due from other governments		373,680		28,283			112,498	14,020		92,675	155,603		
Other assets													
Total Assets	\$ --	\$ 4,815,274	\$ 2,074,089	\$ 74,235	\$ 1,141,375	\$ 67,580	\$ 715,291	\$ 78,281	\$ --	\$ 186,914	\$ 4,374,178	\$ --	\$ --

Liabilities And Fund Balances

Liabilities													
Accounts payable and accrued liabilities	\$ --	\$ 340,649	\$ --	\$ --	\$ 87,321	\$ 63,055	\$ --	\$ 14,435	\$ --	\$ 5,408	\$ 25,225	\$ --	\$ --
Payable from restricted								5,000					
Accrued interest payable		2,084						86			223		
Due to other funds		600,000						95,000			360,000		
Total Liabilities	\$ --	\$ 942,733	\$ --	\$ --	\$ 87,321	\$ 63,055	\$ --	\$ 114,521	\$ --	\$ 5,408	\$ 385,448	\$ --	\$ --

Deferred Inflows Of Resources

Other			5,096										
-------	--	--	-------	--	--	--	--	--	--	--	--	--	--

Fund Balances

Restricted		3,872,541	2,068,993										
Bridges, streets and signals													
Economic development				74,235		4,525	715,291			181,506	3,988,730		
Other capital projects													
Assigned													
Parks and recreation					1,054,054								
Other capital projects								(36,240)					
Unassigned													
Total Fund Balances	\$ --	\$ 3,872,541	\$ 2,068,993	\$ 74,235	\$ 1,054,054	\$ 4,525	\$ 715,291	\$ (36,240)	\$ --	\$ 181,506	\$ 3,988,730	\$ --	\$ --

Total Liabilities,

Deferred Inflows And Fund Balances	\$ --	\$ 4,815,274	\$ 2,074,089	\$ 74,235	\$ 1,141,375	\$ 67,580	\$ 715,291	\$ 78,281	\$ --	\$ 186,914	\$ 4,374,178	\$ --	\$ --
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CITY OF LEE'S SUMMIT, MISSOURI

COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS

Page 2 Of 2
June 30, 2016

Assets	Third Street Road Improvements	Storm Water Improvement	Arterial Street Lights II	Salt Dome Bonds #2	US 50 Hwy & Rte 291 Interchange	ERP System	Road Improvements	Tudor Road Improvements	Infrastructure Improvements	Public Safety 10	Cultural Arts Bonds 2013	Road Improvements 2013	Equipment Replacement	Public Safety	Total Nonmajor Capital Projects Funds
Pooled cash and investments	\$ --	\$ 4,291,919	\$ --	\$ --	\$ 5,602,164	\$ 30,425	\$ --	\$ 2,481,245	\$ 13,525	\$ --	\$ 587,643	\$ 580,070	\$ 146,917	\$ --	\$ 21,762,124
Receivables (net of allowance)															
Taxes															1,871,123
Interest						53			161					678	12,011
Due from other funds								1,537							3,341,537
Due from other governments															776,759
Other assets						793									793
Total Assets	\$ --	\$ 4,291,919	\$ --	\$ --	\$ 5,602,164	\$ 31,271	\$ --	\$ 2,482,782	\$ 13,686	\$ --	\$ 587,643	\$ 580,070	\$ 147,595	\$ --	\$ 27,264,347

Liabilities And Fund Balances

Liabilities																
Accounts payable and accrued liabilities	\$ --	\$ 39,487	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 851,509	\$ 752	\$ --	\$ 102,209	\$ 150,517	\$ --	\$ --	\$ 1,680,567	
Payable from restricted															5,000	
Accrued interest payable															2,393	
Due to other funds															1,055,000	
Total Liabilities		\$ 39,487						\$ 851,509	\$ 752		\$ 102,209	\$ 150,517			\$ 2,742,960	

Deferred Inflows Of Resources

Other																5,096
-------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	-------

Fund Balances

Restricted																
Bridges, streets and signals					5,602,164			1,631,273	12,934			429,553			13,617,458	
Economic development															4,964,287	
Other capital projects		4,252,432									485,434				4,737,866	
Assigned																
Parks and recreation															1,054,054	
Other capital projects						31,271							147,595		178,866	
Unassigned		4,252,432													(36,240)	
Total Fund Balances		\$ 4,252,432			\$ 5,602,164	\$ 31,271		\$ 1,631,273	\$ 12,934		\$ 485,434	\$ 429,553		\$ 147,595	\$ 24,516,291	

Total Liabilities,

Deferred Inflows And Fund Balances	\$ --	\$ 4,291,919	\$ --	\$ --	\$ 5,602,164	\$ 31,271	\$ --	\$ 2,482,782	\$ 13,686	\$ --	\$ 587,643	\$ 580,070	\$ 147,595	\$ --	\$ 27,264,347
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CITY OF LEE'S SUMMIT, MISSOURI
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECTS FUNDS

Page 1 Of 2
 For The Year Ended June 30, 2016

	Fire Facility No. 7	Road And Bridge Improvement	Road And Bridge Excise Tax	Ritter Plaza TIF	Park Development	Summit Woods TIF	Chapel Ridge TIF	New Longview TIF	Hartley's Block TIF	Business Center TIF	Summit Woods East TIF	Downtown Improvements	Public Safety Issues
Revenues													
Taxes													
Property	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sales		7,121,477		19,334			1,229,697	234,051	231	428,319	1,421,924		
Licenses			650,360				593,532	114,751		388,297	1,161,030		
Fees and fines							11,048		24				
Intergovernmental		399,594		6,072	220,000		225,063	30,487		146,908	312,683		
Charges for services						22,722		686		2,915	7,020		
Investment earnings		697	20,040	1,431	13,929	749	11,120	406	299	3,606	1,888		
Other											10		
Total Revenues		7,521,768	670,400	87,626	233,929	23,471	2,070,460	380,381	554	970,045	2,904,555		
Expenditures													
General government													
Debt service		512		68,737				1,540		658,706			
Principal											1,120,000		
Interest and other charges						22,722		302			1,195,172		
Capital outlay		7,923,262	100,663	195,058	1,117,965		2,293,425	392,517	4	436,402	51,527		
Total Expenditures		7,923,774	100,663	263,795	1,117,965	22,722	2,293,425	394,359	4	1,095,108	2,365,699		
Excess (Deficiency) Of Revenues Over Expenditures		(402,006)	569,737	(176,169)	(884,036)	749	(222,965)	(13,978)	550	(125,063)	537,856		
Other Financing Sources													
Issuance of bonds													
Premium on issuance of bonds													
Transfers in					1,800,000								282,549
Transfers out	(170,783)								(1,065)			(75,634)	
Total Other Financing Sources	(170,783)				1,800,000				(1,065)			(75,634)	282,549
Net Change In Fund Balances	(170,783)	(402,006)	569,737	(176,169)	915,964	749	(222,965)	(13,978)	(315)	(125,063)	537,856	(75,634)	282,549
Fund Balances - Beginning	170,783	4,274,547	1,499,256	250,404	138,090	3,776	938,256	(22,262)	515	306,569	3,450,874	75,634	(282,549)
Fund Balances - Ending	\$	\$ 3,872,541	\$ 2,068,993	\$ 74,235	\$ 1,054,054	\$ 4,525	\$ 715,291	\$ (36,240)	\$	\$ 181,506	\$ 3,988,730	\$	\$

CITY OF LEE'S SUMMIT, MISSOURI
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECTS FUNDS

Page 2 Of 2
 For The Year Ended June 30, 2016

	Third Street Road Improvements	Storm Water Improvement	Arterial Street Lights II	Salt Dome #2	US 50 Hwy & Rte 291 Interchange	ERP System	Road Improvements	Tudor Road Improvements	Infrastructure Improvements	Public Safety 10	Cultural Arts 2013 Bonds	Road Improvements 2013	Equipment Replacement	Public Safety	Total Nonmajor Capital Projects Funds
Revenues															
Taxes															
Property	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sales															
License															
Fees and fines															
Intergovernmental															
Charges for services															
Investment earnings		9,195	189		8,913	280	190	7,254	605	611	2,278	2,255	3,030		88,965
Other															10
Total Revenues		9,195	189		8,913	280	190	7,254	605	611	2,278	2,255	3,030		14,897,989
Expenditures															
General government															734,833
Debt service		5,338													
Principal															1,120,000
Interest and other charges			91		33,561										1,251,848
Capital outlay		184,106	71,011		1,259,411	30	114,991	5,497,107	138,056		1,561,029	1,977,728	322,249		23,636,541
Total Expenditures		189,444	71,102		1,292,972	30	114,991	5,497,107	138,056		1,561,029	1,977,728	322,249		26,743,222
Excess (Deficiency) Of Revenues Over Expenditures		(180,249)	(70,913)		(1,284,059)	250	(114,801)	(5,489,853)	(137,451)	611	(1,558,751)	(1,975,473)	(319,219)		(11,845,233)
Other Financing Sources (Uses)															
Issuance of bonds		110,259			6,593,635		3,678	7,342,271							14,049,843
Premium on issuance of bonds		4,330			258,942		144	288,341							551,757
Transfers in	2,644			58,293									379,776		2,523,262
Transfers out										(211,930)					(459,412)
Total Other Financing Sources	2,644	114,589		58,293	6,852,577		3,822	7,630,612		(211,930)			379,776		16,665,450
Net Change In Fund Balances	2,644	(65,660)	(70,913)	58,293	5,568,518	250	(110,979)	2,140,759	(137,451)	(211,319)	(1,558,751)	(1,975,473)	60,557		4,820,217
Fund Balances - Beginning	(2,644)	4,318,092	70,913	(58,293)	33,646	31,021	110,979	(509,486)	150,385	211,319	2,044,185	2,405,026	87,038		19,696,074
Fund Balances - Ending	\$	\$ 4,252,432	\$	\$	\$ 5,602,164	\$ 31,271	\$	\$ 1,631,273	\$ 12,934	\$	\$ 485,434	\$ 429,553	\$ 147,595	\$	24,516,291

CITY OF LEE'S SUMMIT, MISSOURI
BUDGETARY COMPARISON SCHEDULE
DEBT SERVICE
For The Year Ended June 30, 2016

	<u>Budgeted Amounts</u>		Actual Amounts	Variances With Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>		
Revenues				
Taxes				
Property taxes	\$ 8,162,690	\$ 8,162,690	\$ 8,332,556	\$ 169,866
Sales	3,502,715	3,502,715	3,560,042	57,327
Other tax	—	—	9,741	9,741
Fines and forfeitures	41,250	41,250	45,167	3,917
Investment earnings	48,500	48,500	115,256	66,756
Other	—	—	—	—
Total Revenues	11,755,155	11,755,155	12,062,762	307,607
Expenditures				
Debt Service:				
Principal	10,997,000	10,997,000	9,237,000	1,760,000
Interest and other charges	1,681,548	1,681,548	1,753,112	(71,564)
Total Expenditures	12,678,548	12,678,548	10,990,112	1,688,436
Excess Of Revenues Over Expenditures	(923,393)	(923,393)	1,072,650	1,996,043
Other Financing Sources (Uses)				
Issuance of bonds	—	—	25,157	25,157
Transfers out	(1,975,000)	(1,975,000)	(1,975,000)	—
Total Other Financing Sources (Uses)	(1,975,000)	(1,975,000)	(1,949,843)	25,157
Net Change In Fund Balances	(2,898,393)	(2,898,393)	(877,193)	2,021,200
Fund Balances - Beginning	9,049,545	9,049,545	9,049,545	—
Fund Balances - Ending	\$ 6,151,152	\$ 6,151,152	\$ 8,172,352	\$ 2,021,200

CITY OF LEE'S SUMMIT, MISSOURI

INTERNAL SERVICE FUNDS

Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments of the City on a cost-reimbursement basis. The City's Internal Service Funds are as follows:

Central Vehicle Services - Established to account for operating a central maintenance facility for the City's vehicles and equipment.

Unemployment Insurance - Established to account for self-insurance funding for any unemployment claims filed by terminated City employees.

Insurance Claims And Damages Reserve Fund - Established to account for premium refunds and special assessment charges for self-insurance funding for health and dental liability claims.

Health Insurance Reserve Fund - Established to account for the City's comprehensive self insured health insurance program.

Information Technology Services (ITS) - Established to account for the City's electronic data processing systems and information services provided for City departments.

Short-term Disability Fund - Established to provide compensation for City employees who are ill and who have exhausted all sick time but are not yet eligible for long-term disability (90 days).

Workers' Compensation Self-Insurance Fund - Established to account for self-insurance funding for any workers' compensation claims filed by City employees.

Central Building Services (CBS) - Established to centralize services related to operations and maintenance of city owned buildings and to account for funding of capital maintenance projects related to the replacement of major building components.

CITY OF LEE'S SUMMIT, MISSOURI
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
June 30, 2016

	Central Vehicle Services	Unemployment Insurance	Insurance Claims And Damages Reserve Fund	Health Insurance Reserve Fund	I.T. Services	Short-Term Disability Fund	Workers' Compensation Self-Insurance	Central Building Services	Total
Assets									
Current assets									
Cash and investments	\$ 1,870,705	\$ 66,928	\$ 166,783	\$ 1,147,903	\$ 2,961,504	\$ 115,983	\$ 2,373,611	\$ 1,081,961	\$ 9,785,378
Receivables (net of allowance) accounts and other	—	—	—	—	—	—	17,636	15,870	33,506
Interest receivable	2,638	139	417	3,192	5,721	223	4,382	2,157	18,869
Inventories	149,721	—	—	—	—	—	—	—	149,721
Prepaid expenses	—	—	—	—	6,233	—	—	—	6,233
Other assets	—	—	—	—	—	—	—	—	—
Total current assets	2,023,064	67,067	167,200	1,151,095	2,973,458	116,206	2,395,629	1,099,988	9,993,707
Noncurrent assets									
Pension asset	15,505	—	—	—	25,870	—	—	13,326	54,701
Capital assets									
Nondepreciable	104,250	—	—	—	—	—	—	—	104,250
Depreciable, net	7,561,844	—	—	—	205,874	—	—	1,067,819	8,835,537
Total noncurrent assets	7,681,599	—	—	—	231,744	—	—	1,081,145	8,994,488
Total Assets	9,704,663	67,067	167,200	1,151,095	3,205,202	116,206	2,395,629	2,181,133	18,988,195
Deferred Outflows Of Resources - Pension	153,013	—	—	—	255,304	—	—	131,494	539,811
Liabilities									
Current liabilities									
Accounts payable	13,190	5,706	18,541	3,238	25,422	—	757,656	34,826	858,579
Salaries payable	22,484	—	—	421,177	69,019	988	—	18,673	532,341
Compensated absences	1,962	—	—	—	7,225	—	—	1,873	11,060
Total current liabilities	37,636	5,706	18,541	424,415	101,666	988	757,656	55,372	1,401,980
Noncurrent liabilities									
Compensated absences	40,106	—	—	—	92,135	—	—	29,708	161,949
Other post employment benefits	36,909	—	—	—	61,583	—	—	31,719	130,211
Total noncurrent liabilities	77,015	—	—	—	153,718	—	—	61,427	292,160
Total Liabilities	114,651	5,706	18,541	424,415	255,384	988	757,656	116,799	1,694,140
Deferred Inflows Of Resources - Pension	3,573	—	—	—	5,962	—	—	3,070	12,605
Net Position									
Net investment in capital assets	7,666,094	—	—	—	205,874	—	—	1,067,819	8,939,787
Restricted for pension	164,945	—	—	—	275,212	—	—	141,750	581,907
Unrestricted	1,908,413	61,361	148,659	726,680	2,718,074	115,218	1,637,973	983,189	8,299,567
Total Net Position	\$ 9,739,452	\$ 61,361	\$ 148,659	\$ 726,680	\$ 3,199,160	\$ 115,218	\$ 1,637,973	\$ 2,192,758	\$ 17,821,261

CITY OF LEE'S SUMMIT, MISSOURI

**COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS**

For The Year Ended June 30, 2016

	Central Vehicle Services	Unemployment Insurance	Insurance Claims And Reserve Fund	Health Insurance Reserve Fund	I.T. Services	Short-Term Disability Fund	Workers' Compensation Self-Insurance	Central Building Services	Total
Operating Revenues									
Charges for services	\$ 2,556,507	\$ 20,368	\$ 881,903	\$ —	\$ 2,987,522	\$ —	\$ 907,493	\$ 1,141,172	\$ 8,494,965
Miscellaneous	1,020	—	21,494	139	2,747	—	2,350	769	28,519
Other	2,557,527	20,368	903,397	139	2,990,269	—	909,843	1,141,941	8,523,484
Total Operating Revenues									
Operating Expenses									
Salaries, wages and employee benefits	689,020	—	—	100	1,936,646	20,605	—	670,480	3,316,851
Utilities	50,164	—	—	—	—	—	—	221,134	271,298
Repairs and maintenance	26,041	—	—	—	605,774	—	—	82,764	714,579
Fuels and lubricants	1,748	—	—	—	290	—	—	1,963	4,001
Depreciation	2,211,118	—	—	—	85,640	—	—	100,057	2,396,815
Interdepartment charges	97,154	—	—	—	330,793	—	—	36,075	464,022
Miscellaneous	104,540	35,030	882,926	244,236	521,996	—	—	24,857	2,416,814
Total Operating Expenses	3,179,785	35,030	882,926	244,336	3,481,139	20,605	603,229	1,137,330	9,584,380
Operating Income (Loss)	(622,258)	(14,662)	20,471	(244,197)	(490,870)	(20,605)	306,614	4,611	(1,060,896)
Nonoperating Revenue									
Interest income	18,802	898	2,547	16,100	35,685	1,413	29,291	13,805	118,541
Interest expense	—	—	—	—	—	—	(1,212)	—	(1,212)
Loss on disposal of capital assets	(259,296)	—	—	—	—	—	—	—	(259,296)
Total Nonoperating Revenue	(240,494)	898	2,547	16,100	35,685	1,413	28,079	13,805	(141,967)
Income (Loss) Before Transfers	(862,752)	(13,764)	23,018	(228,097)	(455,185)	(19,192)	334,693	18,416	(1,202,863)
Transfers in	—	—	—	—	314,403	—	—	4,250	318,653
Transfers out	(4,250)	—	—	—	—	—	—	—	(4,250)
Change In Net Position	(867,002)	(13,764)	23,018	(228,097)	(140,782)	(19,192)	334,693	22,666	(888,460)
Total Net Position - Beginning	10,606,454	75,125	125,641	954,777	3,339,942	134,410	1,303,280	2,170,092	18,709,721
Total Net Position - Ending	\$ 9,739,452	\$ 61,361	\$ 148,659	\$ 726,680	\$ 3,199,160	\$ 115,218	\$ 1,637,973	\$ 2,192,758	\$ 17,821,261

CITY OF LEE'S SUMMIT, MISSOURI

**COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS**

For The Year Ended June 30, 2016

	Central Vehicle Services	Unemployment Insurance	Insurance Claims And Damages	Health Insurance Reserve	I.T. Services	Short-Term Disability Fund	Workers' Compensation Self-Insurance	Central Building Services	Total
Cash Flows From Operating Activities									
Cash received from customers	\$ 2,557,527	\$ 20,368	\$ 903,397	\$ 139	\$ 2,990,269	\$ —	\$ 909,167	\$ 1,126,071	\$ 8,506,938
Cash paid to suppliers	(294,343)	(29,324)	(883,670)	(240,998)	(1,485,801)	—	(681,219)	(346,769)	(3,962,124)
Cash paid to employees	(648,498)	—	—	(100)	(1,880,406)	(21,113)	—	(647,803)	(3,197,920)
Net Cash Provided By (Used In) Operating Activities	1,614,686	(8,956)	19,727	(240,959)	(375,938)	(21,113)	227,948	131,499	1,346,894
Cash Flows From Noncapital Financing Activities									
Transfers in	—	—	—	—	314,403	—	—	4,250	318,653
Transfers out	(4,250)	—	—	—	—	—	—	—	(4,250)
Net Cash Provided By (Used In) Noncapital Financing Activities	(4,250)	—	—	—	314,403	—	—	4,250	314,403
Cash Flows From Capital And Related Financing Activities									
Additions to capital assets	(1,570,119)	—	—	—	—	—	—	(109,104)	(1,679,223)
Proceeds from sale of capital assets	(259,296)	—	—	—	—	—	—	—	(259,296)
Net Cash Used In Capital And Related Financing Activities	(1,829,415)	—	—	—	—	—	—	(109,104)	(1,938,519)
Cash Flows Provided By Investing Activities									
Interest received	18,298	863	2,403	12,908	33,704	1,334	26,539	13,353	109,402
Net Increase (Decrease) In Cash And Cash Equivalents	(200,681)	(8,093)	22,130	(228,051)	(27,831)	(19,779)	254,487	39,998	(167,820)
Cash And Cash Equivalents - Beginning Of Year	2,071,386	75,021	144,653	1,375,954	2,989,335	135,762	2,119,124	1,041,963	9,953,198
Cash And Cash Equivalents - End Of Year	\$ 1,870,705	\$ 66,928	\$ 166,783	\$ 1,147,903	\$ 2,961,504	\$ 115,983	\$ 2,373,611	\$ 1,081,961	\$ 9,785,378
Operating income (loss)	\$ (622,258)	\$ (14,662)	\$ 20,471	\$ (244,197)	\$ (490,870)	\$ (20,605)	\$ 306,614	\$ 4,611	\$ (1,060,896)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:									
Depreciation and amortization	2,211,118	—	—	—	85,640	—	—	100,057	2,396,815
Changes in assets and liabilities:									
Decrease in inventories	(3,322)	—	—	—	—	—	—	—	(3,322)
Increase in accounts receivable	—	—	—	—	—	—	—	—	(16,546)
Increase in pension related assets, outflow and inflows	29,685	—	—	—	33,202	—	(676)	21,042	83,929
Increase (decrease) in accounts payable	(11,374)	—	—	—	(25,526)	—	—	20,011	(86,679)
Decrease in prepaid expenses	—	5,706	(744)	3,238	(1,422)	—	(77,990)	13	(1,409)
Increase in salaries and wages payable	3,718	—	—	—	13,159	(508)	—	5,241	21,610
Increase in other post employment benefits	3,951	—	—	—	9,357	—	—	4,152	17,460
Increase (decrease) in accrued compensated absences	3,168	—	—	—	522	—	—	(7,758)	(4,068)
Total adjustments	2,236,944	5,706	(744)	3,238	114,932	(508)	(78,666)	126,888	2,407,790
Net Cash Provided By (Used In) Operating Activities	\$ 1,614,686	\$ (8,956)	\$ 19,727	\$ (240,959)	\$ (375,938)	\$ (21,113)	\$ 227,948	\$ 131,499	\$ 1,346,894

**Statistical Section
(Unaudited)**

Lee's Summit, Missouri

Statistical Section

This part of the City of Lee's Summit's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents	Page
Financial Trends	71
These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.	
Revenue Capacity	77
These schedules contain information to help the reader assess the government's most significant local revenue source, property tax.	
Debt Capacity	82
These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.	
Demographic and Economic Information	87
These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.	
Operating Information	90
These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs	

CITY OF LEE'S SUMMIT, MISSOURI

NET POSITION BY COMPONENT Last Ten Fiscal Years (Accrual Basis Of Accounting)

	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Governmental activities										
Net investment in capital assets	\$ 268,374,160	\$ 318,493,023	\$ 347,357,418	\$ 367,750,571	\$ 388,840,510	\$ 395,912,631	\$ 403,957,177	\$ 414,531,277	\$ 428,390,412	\$ 444,601,373
Restricted	22,781,337	25,677,019	24,641,173	16,223,089	47,738,657	39,690,100	68,519,039	85,003,546	85,935,329	83,352,650
Unrestricted	45,828,361	23,999,251	25,320,421	33,900,453	(17,532,497)	(1,778,161)	(30,132,403)	(17,684,391)	(10,048,065)	1,012,936
Total governmental activities net position	\$ 336,983,858	\$ 368,169,293	\$ 397,319,012	\$ 417,874,113	\$ 419,046,670	\$ 433,824,570	\$ 442,343,813	\$ 481,850,432	\$ 504,277,676	\$ 528,966,959
Business-type activities										
Net investment in capital assets	\$ 170,092,880	\$ 176,522,686	\$ 189,410,131	\$ 200,815,159	\$ 208,202,388	\$ 211,065,125	\$ 212,923,508	\$ 220,630,436	\$ 225,267,223	\$ 237,193,092
Restricted	33,686,074	35,241,087	33,179,870	32,355,420	26,915,369	29,539,755	33,282,263	33,273,761	34,005,871	38,792,349
Unrestricted	3,665,286	6,490,633	4,939,002	(225,754)	15,830	(2,277,021)	(2,281,926)	1,060,383	5,262,208	2,922,466
Total business-type activities net position	\$ 207,444,240	\$ 218,254,406	\$ 227,529,003	\$ 232,944,825	\$ 235,133,587	\$ 238,327,859	\$ 243,923,845	\$ 254,964,580	\$ 264,535,302	\$ 278,907,907
Primary government										
Net investment in capital assets	\$ 438,467,040	\$ 495,015,709	\$ 536,767,549	\$ 568,565,730	\$ 597,042,898	\$ 606,977,756	\$ 616,880,685	\$ 635,161,713	\$ 653,657,635	\$ 681,794,465
Restricted	56,467,411	60,918,106	57,821,043	48,578,509	74,654,026	69,229,855	101,801,302	118,277,307	119,941,200	122,144,999
Unrestricted	49,493,647	30,489,884	30,259,423	33,674,699	(17,516,667)	(4,055,182)	(32,414,329)	(16,624,008)	(4,785,857)	3,935,402
Total primary government net position	\$ 544,428,098	\$ 586,423,699	\$ 624,848,015	\$ 650,818,938	\$ 654,180,257	\$ 672,152,429	\$ 686,267,658	\$ 736,815,012	\$ 768,812,978	\$ 807,874,866

CITY OF LEE'S SUMMIT, MISSOURI
CHANGES IN NET POSITION
Last Ten Fiscal Years
(Accrual Basis Of Accounting)
Page 1 Of 2

	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Expenses										
Governmental activities	\$ 28,530,677	\$ 24,315,160	\$ 17,096,253	\$ 18,589,088	\$ 36,254,828	\$ 18,286,042	\$ 23,836,549	\$ 16,429,506	\$ 14,428,155	\$ 15,206,748
Public works and streets	29,091,623	32,717,551	32,784,126	33,569,829	36,379,439	39,839,950	40,435,341	40,972,082	40,950,832	37,568,011
Public safety	5,979,484	6,661,913	7,182,799	7,027,799	7,491,321	7,927,148	7,761,931	7,897,133	8,150,227	8,797,105
Parks and recreation	996,657	1,127,859	1,055,523	957,816	948,798	940,979	904,265	894,521	1,548,183	3,212,299
Planning and development	10,847,633	27,343,082	16,362,262	16,352,917	18,438,529	16,992,428	16,793,993	18,346,278	14,959,896	27,934,309
General government	2,606,257	2,604,665	3,093,910	2,857,436	4,604,626	3,745,099	4,287,131	3,171,310	2,729,500	2,450,327
Interest on long-term debt	78,052,331	94,770,230	77,574,873	79,354,885	79,354,885	87,731,646	94,019,210	87,710,830	82,766,793	95,168,799
Total governmental activities expenses	22,098,586	21,625,664	22,439,078	21,439,285	22,341,294	24,556,071	25,063,889	25,871,350	26,385,019	28,211,165
Business-type activities	2,571,247	2,730,052	2,260,489	2,451,476	4,108,646	3,205,632	2,867,606	2,873,343	2,744,683	2,611,974
Waterworks and sewerage system	1,426,900	1,717,974	1,744,777	1,489,979	2,121,901	2,146,464	2,052,157	2,012,142	1,890,626	2,837,042
Sanitary landfill	689,639	700,386	1,127,142	1,234,450	1,295,805	1,268,716	1,186,856	1,041,426	1,119,107	1,214,241
Airport	26,786,432	26,774,076	27,571,456	26,615,190	26,615,190	31,176,883	31,170,508	31,798,261	32,139,435	34,874,422
Recreation center	104,838,763	121,344,306	105,146,359	105,970,075	105,970,075	118,908,529	125,189,718	119,509,091	114,906,228	130,043,221
Total business-type activities expenses	1,971,762	528,090	229,237	122,053	124,975	141,277	358,852	600,144	667,442	868,734
Total primary government expenses	3,828,994	4,290,547	4,064,716	4,351,615	4,237,673	4,572,306	4,667,249	4,502,832	4,971,094	5,573,365
Program Revenues	1,720,768	1,706,070	1,908,112	2,039,612	2,184,127	2,409,223	2,381,440	2,825,122	2,961,600	3,029,143
Governmental activities	305,029	243,875	119,625	103,360	122,371	153,963	130,251	124,325	138,886	177,298
Charges for services	2,270,212	2,002,955	1,946,117	1,929,236	1,562,856	1,827,798	1,790,781	1,817,541	2,188,631	2,100,980
Public works and streets	3,210,418	3,824,353	2,843,958	2,608,621	5,664,487	3,046,594	1,400,858	1,169,331	800,689	1,552,368
Public safety	8,484,471	12,251,710	6,432,484	2,857,211	1,725,891	4,322,416	1,921,135	3,188,981	4,696,959	13,083,579
Parks and recreation	21,791,654	24,347,600	17,544,249	14,011,708	14,011,708	16,473,577	12,650,566	14,228,276	16,425,301	26,385,460
Planning and development	28,854,605	27,825,359	25,978,839	25,472,281	26,474,620	28,899,909	31,413,865	33,357,588	33,507,201	37,155,220
General government	2,714,978	2,508,750	2,531,502	2,071,725	2,881,382	2,583,031	2,346,247	2,942,970	3,049,357	3,289,579
Operating grants and contributions	1,001,628	1,195,026	1,118,415	1,048,659	1,217,812	1,454,730	1,456,710	1,403,945	1,320,935	4,386,197
Capital grants and contributions	657,134	662,132	849,238	970,765	1,082,156	1,114,367	1,208,496	1,046,554	1,127,448	1,232,906
Total governmental activities program revenues	44,806,648	36,899,107	36,065,676	31,784,719	32,790,231	36,252,093	37,616,848	43,096,094	41,018,227	50,030,947
Business-type activities	66,598,302	61,246,707	53,609,925	45,796,427	46,801,939	51,725,670	50,267,414	57,324,370	57,443,528	76,416,407
Charges for services	28,854,605	27,825,359	25,978,839	25,472,281	26,474,620	28,899,909	31,413,865	33,357,588	33,507,201	37,155,220
Waterworks and sewerage system	2,714,978	2,508,750	2,531,502	2,071,725	2,881,382	2,583,031	2,346,247	2,942,970	3,049,357	3,289,579
Sanitary landfill	1,001,628	1,195,026	1,118,415	1,048,659	1,217,812	1,454,730	1,456,710	1,403,945	1,320,935	4,386,197
Airport	657,134	662,132	849,238	970,765	1,082,156	1,114,367	1,208,496	1,046,554	1,127,448	1,232,906
Recreation center	44,806,648	36,899,107	36,065,676	31,784,719	32,790,231	36,252,093	37,616,848	43,096,094	41,018,227	50,030,947
Total business-type activities program revenues	66,598,302	61,246,707	53,609,925	45,796,427	46,801,939	51,725,670	50,267,414	57,324,370	57,443,528	76,416,407
Total primary government revenues	21,791,654	24,347,600	17,544,249	14,011,708	14,011,708	16,473,577	12,650,566	14,228,276	16,425,301	26,385,460

CITY OF LEE'S SUMMIT, MISSOURI

CHANGES IN NET POSITION

Last Ten Fiscal Years
(Accrual Basis Of Accounting)

Page 2 Of 2

	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Net (Expense) Revenue										
Governmental activities	\$ (56,260,677)	\$ (70,422,630)	\$ (60,030,624)	\$ (65,343,177)	\$ (65,343,177)	\$ (71,258,069)	\$ (81,368,644)	\$ (73,482,554)	\$ (66,341,492)	\$ (68,783,339)
Business-type activities	18,020,216	10,125,031	8,494,190	5,169,529	6,175,041	4,075,210	6,446,340	11,297,833	8,878,792	15,156,525
Total primary government net expense	(38,240,461)	(60,297,599)	(51,536,434)	(60,173,648)	(59,168,136)	(67,182,859)	(74,922,304)	(62,184,721)	(57,462,700)	(53,626,814)
General Revenues And Other Changes In Net Position										
Governmental activities										
General revenues										
Property taxes	32,179,406	34,826,369	36,978,616	38,276,295	38,698,817	36,430,730	35,456,745	33,714,179	33,891,923	35,178,239
Sales and use taxes	28,197,210	28,981,264	27,235,214	26,566,723	28,720,660	29,762,456	32,191,356	32,220,496	33,898,956	36,576,616
Franchise fees	9,022,063	14,662,791	12,736,943	14,825,593	16,249,638	13,743,797	14,080,374	14,083,783	13,870,764	13,068,478
License taxes	—	—	—	—	458,972	613,669	552,206	600,233	827,620	647,812
Motor vehicle taxes	—	—	—	—	—	—	3,262,217	3,397,313	3,514,204	3,616,455
License, permits, fines and forfeitures	4,073,268	6,632,484	6,522,094	2,797,132	3,290,249	2,853,482	2,206,013	2,548,479	2,494,438	2,354,766
Revenues from use of money and property	5,752,661	4,689,430	2,184,572	370,871	681,673	606,847	372,899	314,089	423,184	1,005,443
Other revenue	404,198	331,941	94,938	301,952	243,073	258,110	705,780	304,521	216,470	(259,296)
Transfers	2,462,646	2,567,891	1,682,948	2,128,600	1,324,636	1,766,878	1,060,297	440,422	843,076	1,284,109
Total governmental activities	82,091,452	92,692,170	87,435,325	85,267,166	89,667,718	86,035,969	89,887,887	87,623,515	89,980,635	93,472,622
Business-type activities										
General revenues										
Revenues from use of money and property	2,588,566	2,709,663	1,401,400	400	325,226	236,172	209,943	183,324	323,107	449,089
Other revenue	676,794	768,363	1,061,955	1,951,491	265,587	649,768	—	—	—	51,100
Transfers	(2,462,646)	(2,567,891)	(1,682,948)	(2,128,600)	(1,324,636)	(1,766,878)	(1,060,297)	(440,422)	(843,076)	(1,284,109)
Total business-type activities	802,714	910,135	780,407	(176,709)	(733,823)	(880,938)	(850,354)	(257,098)	(519,969)	(783,920)
Total primary government	82,894,166	93,602,305	88,215,732	85,090,457	88,933,895	85,155,031	89,037,533	87,366,417	89,460,666	92,688,702
Change In Net Position										
Governmental activities	25,830,775	22,269,540	27,404,701	19,923,989	24,324,541	14,777,900	8,519,243	14,140,961	23,639,143	24,689,283
Business-type activities	18,822,930	11,035,166	9,274,597	4,992,820	5,441,218	3,194,272	5,595,986	11,040,735	8,358,823	14,372,605
Total city	\$ 44,653,705	\$ 33,304,706	\$ 36,679,298	\$ 24,916,809	\$ 29,765,759	\$ 17,972,172	\$ 14,115,229	\$ 25,181,696	\$ 31,997,966	\$ 39,061,888

CITY OF LEE'S SUMMIT, MISSOURI
FUND BALANCES - GOVERNMENTAL FUNDS
 Last Ten Fiscal Years
 (Modified Accrual Basis Of Accounting)

	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
General fund										
Reserved	\$ 15,940,698	21,201,763	23,217,065	27,326,459	—	—	—	—	—	—
Unreserved	—	—	—	—	7,109,433	2,838,778	2,368,183	1,926,540	3,451,583	4,837,886
Nonspendable	—	—	—	—	5,062,318	10,068,387	12,485,754	15,393,241	16,740,463	20,601,442
Unassigned	—	—	—	—	—	—	—	—	—	—
Total general fund	\$ 15,940,698	\$ 21,201,763	\$ 23,217,065	\$ 27,326,459	\$ 12,171,751	\$ 12,907,165	\$ 14,853,937	\$ 17,319,781	\$ 20,192,046	\$ 25,439,328
All other governmental funds										
Unreserved, designated	\$ 6,948,934	9,479,421	9,335,782	7,612,321	—	—	—	—	—	—
Debt service	—	—	—	—	—	—	—	—	—	—
Unreserved, reported in	6,142,921	6,277,063	5,822,482	6,185,228	—	—	—	—	—	—
Special revenue funds	53,364,050	52,467,053	37,229,807	27,331,585	—	—	—	—	—	—
Capital project funds	—	—	—	—	—	—	—	—	—	—
Restricted/committed	—	—	—	—	—	—	—	—	—	—
Assigned	—	—	—	—	6,680,546	6,927,878	8,954,615	9,147,092	9,049,545	8,172,352
Debt service	—	—	—	—	6,558,759	7,119,249	8,271,128	8,810,480	9,582,955	10,849,941
Special revenue funds	—	—	—	—	52,917,276	45,457,890	60,847,069	51,186,715	51,334,081	54,011,582
Capital project funds	—	—	—	—	—	—	—	—	—	—
Unassigned	—	—	—	—	(105,171)	(173,475)	(45,880)	259,998	(22,441)	(6,468)
Special revenue funds	—	—	—	—	(5,650,774)	(6,160,575)	(3,248,190)	(2,252,156)	(11,165,894)	(9,747,785)
Capital project funds	—	—	—	—	—	—	—	—	—	—
Total all other governmental funds	\$ 66,455,905	\$ 68,223,537	\$ 52,388,071	\$ 41,129,134	\$ 60,400,636	\$ 53,170,967	\$ 74,778,742	\$ 67,152,129	\$ 58,778,246	\$ 63,279,622

(1) GASB 54 was implemented during fiscal year 2011. The City did not restate fund balance in prior years to comply with the new presentation format.

CITY OF LEE'S SUMMIT, MISSOURI

CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(Modified Accrual Basis Of Accounting)
Page 1 Of 2

	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Revenues										
Taxes:										
Property	\$ 32,103,628	\$ 32,995,034	\$ 36,025,629	\$ 37,424,151	\$ 38,520,943	\$ 36,807,871	\$ 35,371,737	\$ 33,631,009	\$ 34,018,964	\$ 34,946,488
Sales	27,863,482	28,572,537	27,235,214	26,566,723	28,720,660	29,762,456	31,537,249	31,506,326	33,131,893	35,786,096
Franchise	9,022,063	14,662,791	12,736,943	14,825,593	16,249,638	13,743,797	14,080,374	14,083,783	13,870,764	13,068,478
Licenses	995,950	1,246,919	320,284	666,550	458,972	613,669	830,823	593,724	830,167	650,360
Bed	333,728	408,727	351,854	311,027	334,472	297,045	310,884	342,603	401,460	440,886
Motor vehicle	—	—	—	—	—	—	3,262,217	3,397,313	3,514,204	3,616,455
Other tax	—	—	—	—	—	—	343,223	371,567	365,603	349,634
Intergovernmental	6,958,803	5,902,434	1,601,620	2,720,659	5,768,509	3,270,638	2,397,443	1,429,137	1,893,124	5,318,300
Charges for services	3,335,611	3,669,795	3,048,308	3,536,567	3,443,051	3,767,188	3,844,620	1,757,827	7,039,230	7,618,039
Licenses and permits	4,132,411	3,407,950	3,561,666	3,172,705	3,312,931	3,552,866	3,831,801	1,898,261	2,226,752	2,546,789
Fines and forfeitures	1,632,793	1,685,351	3,214,037	1,525,577	1,476,020	1,487,468	1,652,152	6,683,000	1,661,671	1,584,692
Interest	5,141,994	4,076,656	1,887,689	355,711	624,550	558,840	324,724	276,277	374,618	886,902
Other	4,073,268	6,640,923	11,925,934	2,653,906	2,790,229	2,853,482	2,206,013	2,548,479	2,494,438	2,354,766
Total Revenues	95,593,731	103,269,117	101,909,178	93,759,169	101,699,975	96,715,320	99,993,260	98,519,306	101,822,888	109,167,885
Expenditures										
Current										
General government	10,547,111	10,711,595	9,960,732	9,903,683	28,034,317	12,248,109	11,930,212	11,728,975	12,191,505	12,672,598
Public works and streets	9,998,734	10,229,253	31,748,561	10,630,529	10,477,224	10,103,785	10,927,267	10,761,292	35,133,894	9,352,070
Public safety	27,983,655	30,808,723	10,620,789	32,544,577	33,179,819	33,423,433	34,131,490	34,361,768	10,115,557	34,588,767
Community development	996,657	1,127,859	1,055,523	957,816	948,798	940,979	904,265	894,521	1,548,183	3,212,299
Parks and recreation	4,766,431	5,197,900	5,753,927	5,367,440	5,743,896	6,038,617	5,612,207	5,880,029	6,590,327	6,027,253
Debt service	—	—	—	—	—	—	—	—	—	—
Principal retirements	8,175,000	9,765,000	9,025,000	10,520,000	9,255,000	12,510,000	27,195,000	8,745,000	17,787,500	10,357,000
Interest and fiscal charges	2,922,990	2,618,185	3,072,474	2,721,034	4,592,654	3,577,259	3,521,740	3,506,820	3,180,934	3,005,042
Capital outlay	—	—	—	—	—	—	—	—	—	—
General government	—	—	—	—	1,205,332	1,153,562	1,027,783	12,947	17,021	12,164,120
Public works and streets	36,894,296	30,121,913	42,098,875	33,899,215	43,249,279	22,292,216	20,493,282	26,655,680	31,726,375	22,196,327
Public safety	2,914,649	2,168,011	371,660	193,224	2,183,247	1,532,546	2,278,350	7,085,710	102,545	322,249
Parks and recreation	6,057,450	14,876,232	5,085,195	1,023,734	594,310	565,270	631,283	1,883,720	1,285,671	1,117,965
Total Expenditures	111,256,973	117,624,671	118,792,736	107,761,252	139,463,876	104,385,776	118,652,879	111,516,462	119,679,512	115,015,690

CITY OF LEE'S SUMMIT, MISSOURI

CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

Last Ten Fiscal Years

(Modified Accrual Basis Of Accounting)

Page 2 Of 2

	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Deficiency Of Revenues Over Expenditures	\$ (15,663,242)	\$ (14,355,554)	\$ (16,883,558)	\$ (14,002,083)	\$ (37,763,901)	\$ (7,670,456)	\$ (18,659,619)	\$ (12,997,156)	\$ (17,856,624)	\$ (5,847,805)
Other Financing Sources (Uses)										
Proceeds from bonds	17,095,000	—	—	5,000,000	39,300,000	—	38,100,000	6,840,000	11,402,500	14,075,000
Premium on issuance of bonds	—	—	—	98,075	510,796	—	3,338,722	654,643	308,185	551,757
Discount on issuance of bonds	—	—	—	—	(628,000)	—	—	—	—	—
Transfers in	17,527,289	5,049,555	14,820,477	5,802,385	7,213,175	4,493,756	4,738,640	3,674,877	2,348,128	4,941,508
Transfers out	(15,700,775)	(3,006,199)	(13,502,101)	(4,047,920)	(4,515,276)	(3,317,555)	(3,963,196)	(3,333,133)	(1,703,807)	(3,971,802)
Total Other Financing Sources	18,921,514	2,043,356	1,318,376	6,852,540	41,880,695	1,176,201	42,214,166	7,836,387	12,355,006	15,596,463
Net change in fund balances	\$ 3,258,272	\$ (12,312,198)	\$ (15,565,182)	\$ (7,149,543)	\$ 4,116,794	\$ (6,494,255)	\$ 23,554,547	\$ (5,160,769)	\$ (5,501,618)	\$ 9,748,658
Debt service as a percentage of noncapital expenditures	14.0	15.4	15.9	16.8	11.8	18.2	28.4	14.5	22.6	15.0

CITY OF LEE'S SUMMIT, MISSOURI

PROGRAM REVENUES BY FUNCTION/PROGRAM

Last Ten Fiscal Years

(Accrual Basis Of Accounting)

Function/Program	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Governmental activities										
Public works	\$ 10,456,233	\$ 12,779,800	\$ 6,661,721	\$ 2,979,264	\$ 1,850,866	\$ 4,463,693	\$ 2,262,038	\$ 3,789,125	\$ 5,289,401	\$ 13,732,317
Public safety	4,805,304	5,368,925	4,933,305	5,032,806	5,252,875	5,604,458	5,609,585	5,294,681	5,414,371	6,565,119
Parks and recreation	2,036,544	1,740,070	1,926,112	2,126,592	2,345,650	2,409,223	2,381,440	2,825,937	3,036,600	3,249,143
Planning and development	305,029	243,875	119,625	103,360	122,371	153,963	140,779	124,325	138,961	177,298
General government	4,188,544	4,214,930	3,903,486	3,769,686	6,050,618	3,842,240	2,256,724	2,194,208	2,545,968	2,661,583
Subtotal governmental activities	21,791,654	24,347,600	17,544,249	14,011,708	15,622,380	16,473,577	12,650,566	14,228,276	16,425,301	26,385,460
Business-type activities										
Waterworks and sewerage system	30,779,904	30,793,474	27,213,137	25,711,528	27,226,409	29,686,664	31,841,944	34,172,355	34,802,086	38,757,768
Sanitary landfill	2,714,978	2,508,750	2,531,502	2,071,725	2,881,382	2,583,031	2,346,247	2,942,970	3,049,357	3,289,579
Airport	10,654,632	2,934,751	5,471,799	3,030,701	1,600,284	1,868,031	2,220,161	4,934,215	2,039,336	6,750,694
Recreation center	657,134	662,132	849,238	970,765	1,082,156	1,114,367	1,208,496	1,046,554	1,127,448	1,232,906
Subtotal business-type activities	44,806,648	36,899,107	36,065,676	31,784,719	32,790,231	35,252,093	37,616,848	43,086,094	41,018,227	50,030,947
Total primary government	\$ 66,598,302	\$ 61,246,707	\$ 53,609,925	\$ 45,796,427	\$ 48,412,611	\$ 51,725,670	\$ 50,267,414	\$ 57,314,370	\$ 57,443,528	\$ 76,416,407

CITY OF LEE'S SUMMIT, MISSOURI

ALL GOVERNMENTAL FUNDS REVENUES BY SOURCE

Last Ten Fiscal Years

(Modified Accrual Basis Of Accounting)

Fiscal Year	Property Taxes	Sales And Use Taxes	Motor Vehicle Taxes	Franchise Fees	Other Taxes	Licenses, Permits, Fines And Forfeitures	Revenues		
							From Use Of Money And Property	Other Revenue	Total Revenues
2007	\$ 32,103,628	\$ 27,863,482	—	\$ 9,022,063	—	\$ 5,765,204	\$ 5,141,994	\$ 15,697,360	\$ 95,593,731
2008	32,995,034	28,981,264	—	14,662,791	—	6,340,220	4,076,656	16,213,152	103,269,117
2009	36,025,629	27,235,214	—	12,736,943	—	4,970,212	1,887,689	19,053,491	101,909,178
2010	37,424,151	26,566,723	—	14,825,593	—	4,698,282	355,711	9,933,860	93,804,320
2011	38,520,943	28,720,660	—	16,249,638	—	4,788,951	624,550	12,795,233	101,699,975
2012	36,807,871	29,762,456	—	13,743,797	—	5,040,334	558,840	10,802,022	96,715,320
2013	35,371,737	31,537,249	3,262,217	14,080,374	1,484,930	5,483,953	324,724	8,448,076	99,993,260
2014	33,631,009	31,506,326	3,397,313	14,083,783	1,307,894	3,186,964	276,277	11,129,740	98,519,306
2015	34,018,964	33,131,893	3,514,204	13,870,764	1,597,230	3,888,423	374,618	11,426,792	101,822,888
2016	34,946,488	35,786,096	3,616,455	13,068,478	1,440,880	4,131,481	886,902	15,291,105	109,167,885

CITY OF LEE'S SUMMIT, MISSOURI

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years

Fiscal Year	Real Property			Other Property		Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Market Value	Assessed Value As A Percentage Of Actual Value
	Residential Property	Agricultural Property	Commercial Property	Personal Property	Railroads And Utilities				
2007	\$ 981,291,207	\$ 1,054,725	\$ 208,889,586	\$ 1,191,235,518	\$ 16,703,573	\$ 1,499,122,633	1.5276	\$ 6,760,832,930	22.17%
2008	1,061,941,277	1,046,075	261,341,151	1,324,328,503	19,426,630	1,649,887,084	1.4926	7,402,953,802	22.29%
2009	1,086,693,800	1,130,329	258,032,434	1,345,856,563	16,778,622	1,671,089,311	1.4926	7,522,354,484	22.21%
2010	1,081,547,156	1,348,931	243,812,712	1,326,708,799	14,108,195	1,655,032,644	1.4926	7,461,957,208	22.18%
2011	1,090,366,221	1,826,726	233,119,537	1,325,312,484	303,852,879	1,654,009,573	1.5258	7,480,895,310	22.11%
2012	1,085,944,781	1,736,470	207,576,049	1,295,257,300	299,370,428	1,620,849,484	1.5258	7,367,770,686	22.00%
2013	1,096,348,979	1,432,067	212,077,219	1,309,858,265	30,316,580	1,638,685,805	1.5540	7,444,250,964	22.01%
2014	1,108,746,200	1,451,583	230,459,773	1,340,657,556	38,140,767	1,692,175,370	1.5540	7,636,606,943	22.16%
2015	1,124,495,638	1,423,206	231,295,077	1,357,213,921	40,474,902	1,686,144,194	1.5700	7,653,646,514	22.03%
2016	1,201,757,935	1,310,788	245,083,004	1,448,151,727	44,890,274	1,792,337,036	1.5363	8,149,086,142	21.99%

Source: Jackson County and Cass County

Note: The Cass County Assessor's Office does not break out the real property into residential, agricultural and commercial. Thus all real property associated with Cass County is shown as residential.

Note: Assessed value is set at 19% for residential property; 12% for agricultural property; and 32% for commercial property of the estimated market value.

Note: Assessed value does not include Abatement and/or TIF (Tax Increment Financing) values.

CITY OF LEE'S SUMMIT, MISSOURI

DIRECT AND OVERLAPPING PROPERTY TAX RATES

(Rate Per \$100 Of Assessed Value)

Last Ten Fiscal Years

Fiscal Year	City Of Lee's Summit				Lee's			Total Direct And Overlapping Tax Rate	
	General Fund	Park Board	Debt Service	Total Direct	Summit R-7 School District	Jackson County	State		Other
2007	0.8900	0.1576	0.4800	1.5276	5.8919	0.5375	0.0300	0.7429	10.2575
2008	0.8690	0.1539	0.4697	1.4926	5.8116	0.5355	0.0300	0.5357	9.8980
2009	0.8690	0.1539	0.4697	1.4926	5.8359	0.5430	0.0300	0.7323	10.1264
2010	0.8690	0.1539	0.4697	1.4926	5.9347	0.5430	0.0300	0.7432	8.7435
2011	0.8966	0.1595	0.4697	1.5258	6.0548	0.5430	0.0300	0.7495	8.9031
2012	0.8966	0.1595	0.4697	1.5258	6.1050	0.5298	0.0300	0.7501	8.9407
2013	0.9213	0.1630	0.4697	1.5540	6.0579	0.5298	0.0300	0.7515	8.9232
2014	0.9213	0.1630	0.4697	1.5540	6.0627	0.5298	0.0300	0.7535	8.9300
2015	0.9349	0.1654	0.4697	1.5700	6.1192	0.5141	0.0300	0.7550	8.9883
2016	0.9063	0.1603	0.4697	1.5363	5.9813	0.4956	0.0300	0.7425	8.7857

Note (1): Five other school districts are in the City of Lee's Summit. Tax rates in these districts are:

Blue Springs	5.7286
Independence	5.9130
Hickman Mills	6.5935
Grandview	5.7856
Raymore-Peculiar	5.0397

Note (2): Cass County is located in the southern portion of the city (approximately 2 square miles). The Cass County tax rate is \$0.2287

Note (3): Other breakdown for current year:

Junior College	0.2343
Mental Health	0.1198
Handicap Workshop	0.0738
Library	0.3146
	<u>0.7425</u>

Note (4): Commercial real property is also assessed an additional "replacement tax" of \$1.437 per \$100 assessed value.

CITY OF LEE'S SUMMIT, MISSOURI
PRINCIPAL PROPERTY TAXPAYERS
 Current Year And Nine Years Ago

	2016			2007*		
	Taxable Assessed Value	Rank	% Of Total City Net Assessed Value	Taxable Assessed Value	Rank	% Of Total City Net Assessed Value
Kansas City Power & Light-GMOC (formerly Aquila)	\$ 37,642,553	1	2.10%	\$ 11,490,465	2	0.81%
Summit Wood SPE LLC	14,087,468	2	0.79%	—		0.00%
Sprint	8,005,119	3	0.45%	4,408,814	9	0.31%
John Knox Village	7,427,733	4	0.41%	7,212,371	4	0.51%
Wal-Mart	5,860,936	5	0.33%	4,828,300	8	0.34%
MREI III Summit Ridge LLC	5,335,430	6	0.30%	3,595,253	10	0.25%
Southern Union	4,541,819	7	0.25%	5,440,910	7	0.38%
Toys R Us	4,243,099	8	0.24%	6,520,204	5	0.46%
Google Fiber	4,090,907	9	0.23%	—		0.00%
Target Corporation	3,368,288	10	0.19%	—		0.00%
Sprint Spectrum				15,932,727	1	1.13%
Pfizer Chemical Company				7,491,555	3	0.53%
Southwestern Bell				6,200,187	6	0.44%
Total	\$ 94,603,352		5.29%	\$ 73,120,786		5.16%

Source: Jackson County Tax Department

* Information from 2006 is being presented as Jackson County was unable to provide 2007 information due to a computer problem.

CITY OF LEE'S SUMMIT, MISSOURI
PROPERTY TAX LEVIES AND COLLECTIONS
 Last Ten Fiscal Years

Fiscal Year	Total Tax Levy For Fiscal Year	Collected Within The Fiscal Year Of The Levy		Collections In Subsequent Years	Total Collections To Date	
		Amount	Percentage Of Levy		Amount	Percentage Of Levy
2007	\$ 22,305,148	\$ 21,156,122	94.8%	\$ 1,071,541	\$ 22,227,663	99.7%
2008	23,870,679	22,634,488	94.8%	1,137,704	23,772,192	99.6%
2009	24,703,017	23,359,076	94.6%	1,240,498	24,599,574	99.6%
2010	24,406,228	23,601,764	96.7%	708,136	24,309,900	99.6%
2011	24,874,955	24,200,420	97.3%	551,417	24,751,837	99.5%
2012	24,465,967	23,723,403	97.0%	433,332	24,156,735	98.7%
2013	25,046,007	24,273,164	96.9%	727,310	25,000,474	99.8%
2014	25,707,026	24,968,147	97.1%	713,685	25,681,832	99.9%
2015	25,852,261	25,249,083	97.7%	—	25,249,083	97.7%
2016	26,744,543	25,996,349	97.2%	—	25,996,349	97.2%

Note: Collections may exceed the levy due to adjustments made by the county subsequent to the initial levy.

Source: Jackson and Cass County

CITY OF LEE'S SUMMIT, MISSOURI
RATIOS OF OUTSTANDING DEBT BY TYPE
Last Ten Fiscal Years

Fiscal Year	Governmental Activities			Business-Type Activities			Total Primary Government	Population	Per Capita
	General Obligation Bonds	Certificates Of Participation	Lease Financing Debt	TIF Bonds	Certificates Of Participation	Revenue Bonds			
2007	\$ 33,812,709	\$ 21,452,723	\$ —	11,600,000	\$ 752,408	\$ 29,395,511	\$ 97,013,351	90,785	\$ 1,069
2008	28,779,412	16,747,475	—	10,425,000	712,981	26,389,690	83,054,558	91,586	907
2009	26,607,748	15,822,228	—	9,550,000	673,554	23,238,870	75,892,400	97,927	775
2010	23,605,000	14,445,000	—	8,625,000	629,127	19,925,314	67,229,441	93,163	722
2011	34,656,369	12,726,732	—	29,080,521	584,700	13,256,183	90,304,505	91,364	988
2012	27,675,436	11,686,486	—	24,254,454	540,273	8,718,881	72,875,530	91,569	796
2013	47,380,186	10,306,239	—	20,379,800	490,846	7,109,562	85,666,633	92,292	928
2014	48,242,310	8,945,991	—	19,238,377	—	6,420,237	82,846,915	93,092	890
2015	45,825,462	—	6,410,000	17,701,953	—	5,504,489	75,441,904	93,888	804
2016	52,160,284	—	4,913,000	16,615,529	—	4,568,741	78,257,554	95,430	820

Note: Details regarding the City's outstanding debt can be found in the notes to financial statements.

CITY OF LEE'S SUMMIT, MISSOURI
RATIOS OF NET GENERAL BONDED DEBT OUTSTANDING
Last Ten Fiscal Years

Fiscal Year	General Obligation Bonds	Less: Amounts Available In Debt Service Fund	Net General Bonded Debt Outstanding	Percentage Of Actual Taxable Value Of Property	a	b	Per Capita
2007	\$ 33,812,709	\$ 5,292,263	\$ 28,520,446	1.90%			316
2008	28,779,412	6,899,673	22,050,327	1.34%			241
2009	26,607,748	6,548,980	20,186,020	1.21%			206
2010	23,605,000	5,113,390	18,491,610	1.12%			198
2011	34,656,369	6,000,984	28,655,385	1.73%			314
2012	27,675,436	5,922,455	21,452,545	1.32%			238
2013	47,380,186	6,778,725	40,601,461	2.48%			440
2014	48,242,310	7,007,192	41,235,118	2.44%			443
2015	45,825,462	7,345,112	38,480,350	2.28%			410
2016	52,160,284	6,442,226	45,718,058	2.55%			479

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

a Taxable Assessed Values provided by Cass and Jackson County Assessors' Offices.

b Population figures provided by Lee's Summit Planning and Development Department.

CITY OF LEE'S SUMMIT, MISSOURI
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
As Of June 30, 2016

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable ⁽¹⁾	Estimated Share Of Overlapping Debt
Debt repaid with property taxes			
Lee's Summit R-7 School District	\$ 208,494,724	82.88%	\$ 172,800,427
Blue Springs R-4 School District	110,511,675	20.17%	22,290,205
Raymore-Peculiar School District	56,767,741	8.00%	4,541,419
Grandview School District	28,533,225	0.41%	116,986
Hickman Mills School District	29,575,338	0.12%	35,490
Subtotal, overlapping debt			199,784,527
City Direct Debt			73,688,813
Total direct and overlapping debt			\$ 273,473,340

(1) For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable value that is within the City's boundaries and dividing it by each unit's total taxable value.

CITY OF LEE'S SUMMIT, MISSOURI

LEGAL DEBT MARGIN INFORMATION

Last Ten Fiscal Years

	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Legal debt limit (1)	\$ 279,382,420	\$ 326,887,829	\$ 381,406,460	\$ 328,184,891	\$ 327,131,701	\$ 319,634,286	\$ 322,343,269	\$ 331,688,357	\$ 329,896,834	\$ 358,467,408
Total net debt applicable to limit	28,782,737	22,125,327	40,261,020	33,566,610	27,974,016	56,932,545	55,654,245	59,225,808	52,677,888	45,840,774
Legal debt margin	\$ 250,599,683	\$ 304,762,502	\$ 291,145,440	\$ 294,618,281	\$ 299,157,685	\$ 262,701,741	\$ 266,689,024	\$ 272,462,549	\$ 277,218,946	\$ 312,626,634

Total net debt applicable to the limit
as a percentage of debt limit

	10.30	6.77	12.15	10.23	8.55	17.81	17.27	17.86	15.97	12.79
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(1) Under the statutes of the State of Missouri, the limit of bonded indebtedness is 10% of the most recent assessed valuation. State statutes also provide that the City may become indebted not exceeding the aggregate an additional 10% for the purpose of acquiring rights-of-way, construction, extending and improving streets and avenues and/or sanitary or storm systems and purchasing or constructing waterworks, electric or other light plants, provide that the total general obligation indebtedness of the City does not exceed 20% of the assessed valuations.

CITY OF LEE'S SUMMIT, MISSOURI
DEMOGRAPHIC AND ECONOMIC STATISTICS
 Last Ten Fiscal Years

Year	Population	Median Household Income	Per Capita Personal Income (1)	Median Age (1)	Education Level				School Enrollment (1)	Unemployment Rate
					High School Graduate Percentage (1)	Some College Or Associate's Degree or Higher Percentage (1)	Bachelor's Degree Or Higher Percentage (1)	School Enrollment		
2007	90,785							16,381	2.90%	
2008	91,586							16,742	3.40%	
2009	92,927							16,986	7.60%	
2010	93,163							17,120	6.70%	
2011	91,364	\$ 71,772	\$ 31,266	38.8	16.4%	29.9%	50.1%	17,287	6.70%	
2012	91,767							17,524	5.30%	
2013	92,292							17,559	5.10%	
2014	93,092							17,615	4.70%	
2015	93,888							17,610	4.20%	
2016	95,430							17,747	3.50%	

Source: U.S. Census Bureau, U.S. Bureau of Labor Statistics, City of Lee's Summit Planning Department and Lee's Summit R-7 School District
 (1) City specific data for off census year is not readily available

CITY OF LEE'S SUMMIT, MISSOURI

PRINCIPAL EMPLOYERS

Current Year And Nine Years Ago

Employer	2016			2007		
	Employees	Rank	Percentage Of Total City Employment	Employees	Rank	Percentage Of Total City Employment
John Knox Village	3,673	1	7.26%	1,050	4	2.65%
Lee's Summit R-7 School	2,420	2	4.78%	2,525	1	6.38%
Saint Luke's East - Lee's Summit	2,015	3	3.98%	541	8	1.37%
University of Central Missouri	2,000	4	3.95%	—	—	0.00%
City of Lee's Summit	1,380	5	2.73%	659	6	1.67%
Unity Village	528	6	1.04%	550	9	1.39%
CVS Caremark Inc	450	7	0.89%	559	7	1.41%
Missouri State Highway Patrol	425	8	0.84%	—	—	0.00%
Lee's Summit Medical Center	413	9	0.82%	480	10	1.21%
Metropolitan Community College-Longview	400	10	0.79%	1,000	5	2.53%
AT&T				1,200	2	3.03%
Truman Medical Center-Lakewood				1,200	3	3.03%
	<u>13,704</u>		<u>27.08%</u>	<u>9,764</u>		<u>24.67%</u>

Source: Lee's Summit Economic Development Council

CITY OF LEE'S SUMMIT, MISSOURI
FULL-TIME EQUIVALENT CITY EMPLOYEES BY FUNCTION
 Last Ten Fiscal Years

Function	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
General fund										
Administration	35.00	33.50	32.50	32.50	31.00	32.00	27.00	27.00	26.31	27.39
Public Works-Engineering	53.96	37.17	39.27	39.27	37.60	38.95	41.80	38.70	38.90	33.80
Police	167.32	181.70	188.70	196.70	205.20	209.70	208.70	204.00	204.00	202.00
Fire	140.00	146.00	146.00	146.00	146.00	146.00	146.00	146.00	144.00	144.00
Finance	18.00	18.00	18.00	18.00	18.00	18.00	22.50	21.00	21.00	22.00
Planning and development	12.00	11.00	11.00	11.00	9.00	9.00	9.00	9.90	8.37	9.70
Court	11.90	11.90	12.00	12.75	12.75	12.75	12.75	11.50	12.50	11.29
Codes administration	19.00	18.00	18.00	18.00	17.00	17.00	17.00	16.00	13.35	—
Law	9.75	9.50	9.50	9.50	9.50	9.50	10.50	10.50	11.50	10.25
Public Works-Operations	47.00	47.75	48.75	48.75	47.00	50.24	49.21	46.70	41.34	38.00
Development Center	—	—	—	—	—	—	—	—	7.47	27.68
Parks and recreation										
Community center	6.35	7.15	6.80	6.70	6.70	6.75	7.15	39.26	37.16	37.32
Parks and recreation	29.00	29.00	30.00	29.00	24.50	24.95	23.95	26.15	26.16	26.06
Pool	0.30	0.30	0.30	0.95	0.95	1.05	1.60	17.73	17.44	14.96
Cemetery	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation center	2.40	2.75	2.15	5.30	5.85	6.15	6.15	21.99	22.78	24.23
Senior center	—	—	2.05	2.05	2.05	2.10	2.15	10.05	9.41	7.95
Airport	7.30	7.98	7.60	7.60	7.60	7.60	7.04	6.30	6.22	6.26
Water utilities	57.50	58.50	58.50	58.50	58.50	59.50	59.50	60.00	59.50	60.50
Solid waste	13.00	14.20	14.80	14.80	14.80	14.80	15.00	14.80	14.80	14.80
Central building services	—	11.00	11.00	10.00	9.50	8.50	8.75	8.80	8.62	10.62
Fleet	8.00	8.00	8.00	8.00	9.00	9.00	9.00	9.00	9.12	9.12
Information technology services	17.00	17.00	19.00	20.00	20.00	20.00	22.00	26.20	25.89	24.71
Total	655.78	671.40	684.92	696.37	693.5	704.54	707.75	772.58	766.84	763.64

Source: City of Lee's Summit Finance Department

CITY OF LEE'S SUMMIT, MISSOURI
OPERATING INDICATORS BY FUNCTION
 Last Ten Fiscal Years

	Fiscal Year									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Building Permits Issued (1)										
Residential/single family	489	380	129	110	170	166	270	319	319	310
Residential/multi family	55	58	8	1	—	—	2	6	7	7
Commercial/industrial	80	35	23	19	13	10	14	9	15	16
Additions	2,820	1,937	1,245	1,082	1,302	*5,229	1,588	1,404	1,943	1,548
Police protection (1)										
Part I crimes	2,254	2,521	2,378	2,290	2,232	1,854	1,700	1,749	1,628	1,542
Notable part II crimes	2,047	2,178	2,222	2,295	2,385	2,268	2,378	1,972	2,015	2,104
Traffic crashes	2,114	2,125	2,083	1,912	2,047	1,906	1,753	1,821	1,750	1,800
Calls for service	61,624	64,715	76,322	85,255	91,037	88,846	77,008	75,325	73,244	67,451
Number of officers	117	122	129	136	136	143	142	142	142	143
Animal control calls for service	8,562	8,110	8,161	8,857	8,737	8,474	8,960	9,358	9,848	10,518
Fire protection										
Fire personnel	140	140	146	146	146	146	146	146	144	144
Calls answered	7,051	7,750	8,401	8,015	9,144	9,147	9,027	8,917	9,073	10,000
Water source										
Kansas City Water Co.	38.43%	32.82%	33.94%	12.00%	19.40%	34.30%	27.90%	27.60%	23.20%	28.60%
Independence Water Co.	61.57%	67.18%	66.06%	88.00%	80.60%	65.70%	72.10%	72.40%	76.80%	71.40%
Water										
Number of service connections	32,950	33,666	33,735	33,800	34,260	34,242	34,538	34,774	35,160	35,379
Number of fire hydrants	4,975	4,975	4,871	4,887	4,922	4,940	4,940	5,006	5,021	5,076
Average daily consumption (gallons)	10,360,000	10,705,000	9,540,000	8,960,000	9,650,000	11,603,000	10,790,000	10,390,000	9,270,000	10,150,000
Maximum contract amount	21,500,000	21,500,000	21,500,000	21,500,000	21,500,000	21,500,000	27,500,000	27,500,000	27,500,000	32,500,000
Maximum daily demand	23,920,000	22,000,000	15,000,000	16,500,000	20,400,000	22,810,000	25,500,000	19,000,000	19,000,000	21,300,000
Storage capacity (gallons)	35,200,000	35,200,000	35,200,000	35,200,000	35,200,000	35,200,000	35,200,000	35,200,000	35,200,000	35,200,000

(1) Statistics based on calendar year
 * This includes re-roof permits. In April 2011 a significant hail storm hit the area.
Source: City records

CITY OF LEE'S SUMMIT, MISSOURI
CAPITAL STATISTICS BY FUNCTION
 Last Ten Fiscal Years

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Police Protection										
Stations	1	1	1	1	1	1	1	1	1	1
Fire Protection										
Stations	7	7	7	7	7	7	7	7	7	7
Public Works										
Residential centerline miles		325	327	327	337	308	271	309	309	306
Collector centerline miles		67	102	102	83	88	90	92	92	94
Arterial centerline miles		75	91	91	103	83	91	81	81	83
Parks and Recreation										
Parks	27	27	27	27	28	28	28	29	29	29
Swimming pools	1	1	1	1	1	1	1	1	1	1
Indoor aquatic center	1	1	1	1	1	1	1	1	1	1
Tennis courts	15	15	15	15	15	15	15	15	15	15
Community centers	2	3	3	3	3	3	3	3	3	3
Water										
Miles of water mains	637	637	637	604	607	604	604	607	607	611

Source: City records

CITY OF LEE'S SUMMIT, MISSOURI
UNIFORM GUIDANCE
SINGLE AUDIT REPORT
JUNE 30, 2016

Contents

	Page
Independent Auditors' Report On Internal Control Over Financial Reporting And On Compliance And Other Matters Based On An Audit Of Financial Statements Performed In Accordance With <i>Government Auditing Standards</i>	1 - 2
Independent Auditors' Report On Compliance For Each Major Federal Program; Report On Internal Control Over Compliance; And Report On Schedule Of Expenditures Of Federal Awards Required By The Uniform Guidance	3 - 6
Schedule Of Expenditures Of Federal Awards	7
Notes To Schedule Of Expenditures Of Federal Awards	8
Schedule Of Findings And Questioned Costs	9 - 12
Corrective Action Plan	13
Summary Schedule Of Prior Audit Findings	14



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**Independent Auditors' Report On Internal
Control Over Financial Reporting And On
Compliance And Other Matters Based On An Audit
Of Financial Statements Performed In Accordance
With *Government Auditing Standards***

The Honorable Mayor and Members
of the City Council
City of Lee's Summit, Missouri

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Lee's Summit, Missouri (the City) as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 21, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2016-001, that we consider to be a significant deficiency.

Compliance And Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying Schedule of Findings and Questioned Costs as items 2016-002 and 2016-003.

The City's Responses To Findings

The City's responses to the findings identified in our audit are described in the accompanying corrective action plan. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on them.

Purpose Of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

RubinBrown LLP

December 21, 2016

**Independent Auditors' Report On Compliance For Each
Major Federal Program; Report On Internal Control
Over Compliance; And Report On Schedule
Of Expenditures Of Federal Awards
Required By The Uniform Guidance**

The Honorable Mayor and Members
of the City Council
City of Lee's Summit, Missouri

Report On Compliance For Each Major Federal Program

We have audited the City of Lee's Summit, Missouri's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2016. The City's major federal programs are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion On Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2016-002 and 2016-003. Our opinion on each major federal program is not modified with respect to these matters.

The City's responses to the noncompliance findings identified in our audit are described in the accompanying corrective action plan. The City's responses were not subjected to the auditing procedures applied in the audit of compliance, and accordingly, we express no opinion on the responses.

Report On Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a certain deficiencies in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as items 2016-002 and 2016-003 that we consider to be significant deficiencies.

The City's responses to the internal control over compliance findings identified in our audit are described in the accompanying corrective action plan. The City's responses were not subjected to the auditing procedures applied in the audit of compliance, and accordingly, we express no opinion on the responses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The Honorable Mayor and Members
of the City Council
City of Lee's Summit, Missouri

**Report On Schedule Of Expenditures Of Federal Awards Required By The
Uniform Guidance**

We have audited the financial statements of the City as of and for the year ended June 30, 2016, and have issued our report thereon dated December 21, 2016, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

RubinBrown LLP

January 20, 2017, (except for our report on the Schedule of Expenditures of Federal Awards, which is dated December 21, 2016)

CITY OF LEE'S SUMMIT, MISSOURI

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For The Year Ended June 30, 2016

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures	Passed Through To Subrecipients
U.S. Department Of Housing And Urban Development				
Direct:				
Community Development Block Grant - entitlement prog.	14.218		\$ 9,620	\$ —
Community Development Block Grant - entitlement prog.	14.218		51,837	—
Community Development Block Grant - entitlement prog.	14.218		45,050	—
Community Development Block Grant - entitlement prog.	14.218		134,151	—
Community Development Block Grant - entitlement prog.	14.218		196,605	127,002
			437,263	127,002
U.S. Department Of Justice				
Office of Justice Programs:				
Direct:				
Bulletproof Vest Program	16.607		4,712	—
Violence Against Women Grant Office:				
Violence Against Women Grant	16.590	2015-WE-AX-0038	78,225	—
Total US Department Of Justice			82,937	—
U.S. Office Of National Drug Control Policy				
Passed through the Kansas Bureau of Investigation				
Midwest HIDTA Program	95.001	G15MW0003A	17,243	—
Midwest HIDTA Program	95.001	G16MW0003A	40,390	—
Total US Office Of National Drug Control Policy			57,633	—
U.S. Department Of Transportation				
Passed through Missouri Department of Transportation				
Airport Improvement Program	20.106	AIR 11-109A-2	9,948	—
Airport Improvement Program	20.106	AIR 13-109A-1	12,136	—
Airport Improvement Program	20.106	AIR 15-109A-1	4,658,905	—
			4,680,989	—
Passed through Missouri Department of Public Safety				
Federal 402 project	20.600	15-PT-02-045	5,178	—
Federal 402 project	20.600	15-M5VE-03-027	17,002	—
Federal 402 project	20.600	16-PT-02-078	27,186	—
Federal 402 project	20.600	16-154-AL-108	15,484	—
Federal 402 project	20.600	16-M3DA-04-008	13,308	—
			78,158	—
Federal Highway Administration through the Missouri Department of Transportation				
Lee's Summit Road	20.205	STP No. 3301(455)	2,046,605	—
Murray Road	20.205	BRO--B048(53)	373,680	—
			2,420,285	—
Total U.S. Department Of Transportation			7,179,432	—
Department Of The Interior, National Park Service Through The Department Of Natural Resources				
Direct:				
Miller J Fields Sprayground	15.918		36,944	—
Federal Highway Administration, Through The Missouri Department Of Natural Resources				
Lowenstein Park Trail Restoration	20.219	No Grant Number	87,464	—
Environmental Protection Agency				
Direct:				
Cedar Creek Interceptor	66.202		1,303,750	—
Federal Emergency Management Administration				
Direct:				
Disaster Relief	97.036		13,160	—
Total Expenditures Of Federal Awards			\$ 9,198,583	\$ 127,002

CITY OF LEE'S SUMMIT, MISSOURI

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

June 30, 2016

1. **Organization**

The accompanying schedule of expenditures of federal awards presents the activity of all federal award programs of City of Lee's Summit, Missouri (the City) for the year ended June 30, 2016. All federal awards received directly from federal agencies, as well as federal awards passed through other governmental agencies, are included on the schedule.

2. **Basis Of Presentation**

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City and is presented on the cash basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

3. **Local Government Contributions**

Local cost sharing, as defined by the Uniform Guidance, is required by certain federal grants. The amount of cost sharing varies with each program. Only the federal share of expenditures is presented in the Schedule of Expenditures of Federal Awards.

4. **Additional Audits**

Grantor agencies reserve the right to conduct additional audits of the City's grant programs for economy and efficiency and program results which may result in disallowed costs to the City. However, management does not believe such audits would result in any disallowed costs that would be material to the City's financial position at June 30, 2016.

5. **Indirect Cost Rate**

The City has elected not to use the 10 percent de minimus indirect cost rate allowed under the Uniform Guidance.

CITY OF LEE'S SUMMIT, MISSOURI
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2016

Section I - Summary Of Auditors' Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with generally accepted accounting principles:

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? yes no
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? yes none reported

Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? yes no
- Significant deficiency(ies) identified that are not considered to be material weakness(es)? yes none reported

Type of auditors' report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? yes no

Identification of major programs:

Name Of Federal Program Or Cluster	CFDA Number
U.S. Department Of Transportation Airport Improvement Program	20.106
U.S. Department Of Transportation Lee's Summit and Murray Road	20.205
Environmental Protection Agency Cedar Creek Interceptor	66.202

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee? yes no

CITY OF LEE'S SUMMIT, MISSOURI

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (*Continued*)
June 30, 2016

Section II - Financial Statement Findings

Finding 2016-001 – Significant Deficiency – Repeat Finding (2015-001)

Criteria/Condition: Internal controls and the related processes over the reconciliation of the pooled cash operating account at the City were not properly modified and implemented upon conversion to the new general ledger software package (Lawson).

Context/Cause: The City converted to Lawson during fiscal year 2013. After the conversion, the City has captured an unidentified difference each month during the reconciliation process that continued to accumulate through the year ended June 30, 2015. During 2016, the City was able to identify a significant portion of the difference created each month, thus reducing the unidentified difference to a smaller amount. The City believes it has located the source of the remaining difference in fiscal year 2017.

Effect: The City is unable to reconcile cash timely and accurately at June 30, 2016.

Recommendation: We recommend that management continue to analyze the bank reconciliation process to isolate and fix the differences so cash properly reconciles going forward.

Views of Responsible Officials: The City has identified and corrected the conversion error during FY 2016. The remaining difference appears to be due to bank error that is currently being resolved.

CITY OF LEE'S SUMMIT, MISSOURI

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (*Continued*)

June 30, 2016

Section III - Federal Award Findings And Questioned Costs

Finding 2016-002 – Significant Deficiency

CFDA: 66.202 – Congressionally Mandated Projects- Cedar Creek Interceptor

Federal Award No. 97732701

Environmental Protection Agency

Award Year 2011

Criteria: The Uniform Grant Guidance states that “a non-federal entity must establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award.” According to CFR §200.62, internal control over compliance requirements for Federal awards means a process implemented by a non-Federal entity designed to provide reasonable assurance regarding the achievement of the following objectives: (1) transactions are properly recorded and accounted for, (2) transactions are executed in compliance with Federal statutes and regulations and (3) funds, property and other assets are safeguarded against loss from unauthorized use or disposition. The City did not properly implement internal controls over the cash management compliance requirements.

Condition: During our audit procedures, we noted that the City is lacking proper controls over the review of expense reimbursement requests before submission to the EPA.

Questioned Costs: None.

Effect: The City cannot effectively reconcile the program expenses and associated reimbursements in the event of an error.

Context/Cause: No review over reimbursement requests after initial preparation was observed before submission.

Recommendation: The City should implement review procedures over reimbursement requests after preparation but before submission to the EPA. The review should include reconciliation of related expenses that occurred during the period and cross-checking the amount listed in the reimbursement request.

Views Of Responsible Officials: The City has implemented a review step for the EPA grant reimbursement submission process.

CITY OF LEE'S SUMMIT, MISSOURI

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (*Continued*)

June 30, 2016

Finding 2016-003 – Significant Deficiency

CFDA: 66.202 – Congressionally Mandated Projects- Cedar Creek Interceptor

Federal Award No. 97732701

Environmental Protection Agency

Award Year 2011

Criteria: The Uniform Grant Guidance states that “a non-federal entity must establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award.” According to CFR §200.62, internal control over compliance requirements for Federal awards means a process implemented by a non-Federal entity designed to provide reasonable assurance regarding the achievement of the following objectives: (1) transactions are properly recorded and accounted for, (2) transactions are executed in compliance with Federal statutes and regulations and (3) funds, property and other assets are safeguarded against loss from unauthorized use or disposition. The City did not properly implement internal controls over the reporting compliance requirements.

Condition: During our audit procedures, we noted that the City is lacking proper controls over the review of reports before submission to the EPA.

Questioned Costs: None.

Effect: The City could be non-compliant in the event of an erroneous report.

Context/Cause: No review over report information before submission was observed.

Recommendation: The City should implement review procedures over reporting after preparation but before submission to the EPA. The review should include analysis of inputs to ensure the City is in compliance with the EPA's requirements.

Views Of Responsible Officials: The City has implemented a review process before report submission to the EPA.



LEE'S SUMMIT MISSOURI

CORRECTIVE ACTION PLAN For The Year Ended June 30, 2016

Finding 2016-001

Personnel Responsible for Corrective Action: Assistant Finance Director, City of Lee's Summit, Missouri

Anticipated Completion Date: June 30, 2017

Corrective Action Plan: The City has identified and corrected the conversion error during FY 2016. The remaining difference appears to be due to bank error that is currently being resolved.

Finding 2016-002

Personnel Responsible for Corrective Action: Assistant Finance Director, City of Lee's Summit, Missouri

Anticipated Completion Date: June 30, 2017

Corrective Action Plan: The City has implemented a review step for the EPA grant reimbursement submission process.

Finding 2016-003

Personnel Responsible for Corrective Action: Assistant Finance Director, City of Lee's Summit, Missouri

Anticipated Completion Date: June 30, 2017

Corrective Action Plan: The City has implemented a review process before report submission to the EPA.



LEE'S SUMMIT MISSOURI

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS For The Year Ended June 30, 2016

Finding No.	CFDA No.	Program	Condition	Current Year Status
2015-001	NA	NA	Internal controls over the reconciliation of the pooled cash operating account at the City were not properly modified and implemented upon conversion to the new general ledger software package (Lawson).	Repeated as 2016-001.
2015-002	14.218	Community Development Block Grants: Entitlement program	OMB Circular A-133 states that "at the time of the subaward, identify to the subrecipient the Federal award information (i.e., CFDA title and number; award name and number; if the award is research and development; and name of Federal awarding agency) and applicable compliance requirements.	The City has included the Federal award information in the template for subrecipient awards.

Packet Information

File #: TMP-0425, **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.

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 Committee Motion:

I move to recommend to the City Council 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.

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: [Enter Committee Recommendation text Here]

BILL NO. 17-

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 Lee's Summit, Missouri this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

BILL NO. 17-

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) M016P030001	
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 #: TMP-0424, **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.

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 Committee Motion:

I move to recommend to City Council 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.

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: [Enter Committee Recommendation text Here]

**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

BILL NO. 17-

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.

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

BILL NO. 17-

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



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 #: TMP-0377, **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.

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 Committee Motion:

I move to recommend to City Council 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.

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: [Enter Committee Recommendation text Here]

BILL NO. 17-

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-

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

THIS 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. Carlin
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 64088	President
City/State/Zip	Title
816-524-4222	12-19-2016
Telephone #	Date
816-524-4227	Fax #
Dailyinvoice@bledsoerentals.com	Tax ID #
E-mail	44-0643755
	Entity Type
	Corporation

TABLE OF CONTENTS:

Invitation For Bid	Pg 1
Table of Contents	Pg 2
Legal Advertisement	Pg 2
1.0 Instructions to Bidders	Pgs 3 -4
2.0 Special Requirements	Pgs 4 -6
3.0 Specifications	Pgs 7-8
4.0 Pricing	Pgs 8-12
5.0 Cooperative Procurement with other Jurisdictions	Pg 12-13
6.0 Sample Contract	Pgs 13-14
7.0 General Terms & Conditions	Pgs 15-20
8.0 Insurance Requirements	Pgs 20-21
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.

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 Lesee, 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	HARNESS, 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>		

TABLE OF CONTENTS:

Invitation For Bid	Pg 1
Table of Contents	Pg 2
Legal Advertisement	Pg 2
1.0 Instructions to Bidders	Pgs 3 -4
2.0 Special Requirements	Pgs 4 -6
3.0 Specifications	Pgs 7-8
4.0 Pricing	Pgs 8-12
5.0 Cooperative Procurement with other Jurisdictions	Pg 12-13
6.0 Sample Contract	Pgs 13-14
7.0 General Terms & Conditions	Pgs 15-20
8.0 Insurance Requirements	Pgs 20-21
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 Drum	Week	4-Week
PT-124/BW11RH 68"	1,200	3,600
BW27 80.5"	2,200	6,400

Asphalt Rollers Double Drum, Smooth, Vibratory Drum	Week	4-Week
DD24/BW120 47"	700	1,900
DD36/BW138 54"	1,000	2,900
DD110B/BW161 66"	1,700	5,000
DD120/BW190 78"	2,100	6,095
D140B/BW284 84"	2,300	6,500

Single Drum Smooth or Pad Vibratory Drum	Week	4-Week
SD45DX/BW124 54"	1,095	2,995
SD75/BW177 66"	1,500	4,295
SD115/BW213 84"	1,800	5,295
SD115/BW213 84"	1,900	5,695

MILL HEAD ATTACHMENTS	Week	4-Week
24" Universal	800	2,250

Bomag Milling Machines	Week	4-Week
BM600 24"	4,500	11,500
BM1200/1300 48"/54"	6,500	18,000
BM2000 79"	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 Whole Machines	Week	4-Week
FT4240/FT4250	30,000	14,000
FT6203	14,000	12,000
FT5162	12,000	12,000

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 Teletacker	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	17,000
Oil Dist 3500 Gallon		16,500	17,000
Road Widener SPD 10'		4,500	12,000

Excavators Model	Weight (lb)	Depth	Week	4-Week
EC335/36	7898	10'5"/9"	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	22'11"	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
BR989	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.
Lee's Summit, MO 64086

*The G.W. Van Keppel Co.
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KCKS 66101

Murphy Tractor & Equipment
8600 NE Parvin Rd
KCMO 64161

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
300 NE Douglas St.
Lee's Summit, MO 64086

*The G.W. Van Keppel Co.
1801 N 9th St.
KCKS 66101

Murphy Tractor & Equipment
8600 NE Parvin Rd
KCMO 64161

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

UNOFFICIAL BID TABULATION

Bledsoe Rentals1
300 NE Douglas St.
Lee's Summit, MO 64086

*The G.W. Van Keppel Co.
1801 N 9th St.
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Murphy Tractor & Equipment
8600 NE Parvin Rd
KCMO 64161

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
300 NE Douglas St.
Lee's Summit, MO 64086

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Murphy Tractor & Equipment
8600 NE Parvin Rd
KCMO 64161

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

Bledsoe Rentals1
300 NE Douglas St.
Lee's Summit, MO 64086

*The G.W. Van Keppel Co.
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Murphy Tractor & Equipment
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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

Bledsoe Rentals1
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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

UNOFFICIAL BID TABULATION

Bledsoe Rentals1
300 NE Douglas St.
Lee's Summit, MO 64086

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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

Bledsoe Rentals1
300 NE Douglas St.
Lee's Summit, MO 64086

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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 #: TMP-0433, **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.

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 Committee Motion:

I move to recommend to City Council 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.

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: [Enter Committee Recommendation text Here]

BILL NO. 17-

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-

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 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

Stephen A. Arbo, City Manager

Date

Company Name

Company Authorized Signature

READ AND APPROVED:

Title

Date

Type or Print the Name of Authorized Person

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
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
<u>816-524-0464</u> <u>816-524-2754</u>	<u>2-7-2017</u>
Telephone #	Date
<u>Kelbel@nvanet.com</u>	Tax ID #
E-mail	<u>Inc</u> <u>43-1093777</u>
	Entity Type

TABLE OF CONTENTS:

Legal Notice and Invitation For Bid
Table of Contents
Advertisement
Instructions to Bidders
Specific Requirements
Specifications
Pricing
Cooperative Procurement with other Jurisdictions
References – Primary Clinic
References – Backup Clinic
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 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 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 refusal 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 Thomas Costello Insurance Agency 2775 Tapo St. #102 Simi Valley CA 93063	CONTACT NAME: Michelle Lundy PHONE (A/C, No, Ext): (805) 520-4997 E-MAIL ADDRESS: mlundy@costello-assoc.com	FAX (A/C, No): (805) 426-8802
	INSURER(S) AFFORDING COVERAGE	
INSURED 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input 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	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	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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DATE (MM/DD/YYYY)

12/12/2016

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PRODUCER		CONTACT NAME: Michelle Lundy	
Thomas Costello Insurance Agency		PHONE (A/C No, Ext): (805) 520-4997	FAX (A/C, No): (805) 426-8802
2775 Tapo St. #102		E-MAIL ADDRESS: mlundy@costello-assoc.com	
Simi Valley CA 93063		INSURER(S) AFFORDING COVERAGE	
		INSURER A: HARTFORD FIRE INSURANCE CO	NAIC # 19682
INSURED		INSURER B: HARTFORD CASUALTY INSURANCE CO 29424	
National Veterinary Associates, Inc		INSURER C: TECHNOLOGY INS CO INC 42376	
29229 Carwood Street Suite #100		INSURER D: FEDERAL INSURANCE CO 20281	
Agoura Hills CA 91301		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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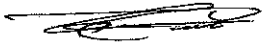
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input 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	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/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
 411 SW Market Street
 Lee's Summit, MO 64063

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.

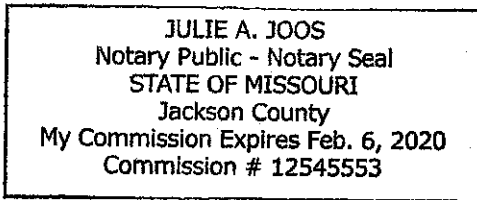
Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.

Kathy Elbel
Affiant

Kathy Elbel
Printed Name

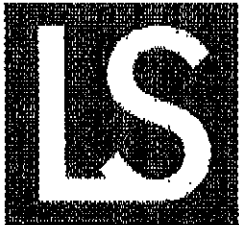
Subscribed and sworn to before me this 8th day of February, 2017.

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

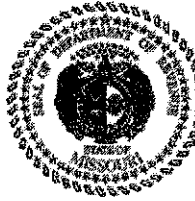
Business Classification: 1700 Veterinarian

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. Elmer

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 #: TMP-0414, **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.

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 Committee Motion:

I move to recommend to City Council approval 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

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

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.

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:

Nancy K. Yendes
Chief Counsel of Infrastructure and Planning

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 _____)
))
COUNTY OF _____)

SS.

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 #: TMP-0415, **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.

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 Committee Motion:

I move to recommend to City Council 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.

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:

BILL NO.

Ordinance No.

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 Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO.

Ordinance No.

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:

Nancy K. Yendes
Chief Counsel of Infrastructure and Planning

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 #: TMP-0416, **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.

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 Committee Motion:

I move to recommend to City Council 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 19.2% 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.

Presenter: Jack Feldman

Recommendation: Staff Recommends Approval

Committee Recommendation: N/A

BILL NO. 17-

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. 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-

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
—*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		

Fire Department

Ticket Surcharge		
Advanced Life Support 1	\$623 resident / \$830 non-resident	\$743 resident / \$989 non-resident
Advanced Life Support 2	\$714 resident / \$930 non-resident	\$851 resident / \$1109 non-resident
Basic Life Support (non-life threat)	\$540 resident / \$764 non-resident	\$644 resident / \$911 non-resident
Inner City Hospital to Hospital Transfer	\$301.00	\$359
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 #: TMP-0428, **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.

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 to recommend to the City Council 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.

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: [Enter Committee Recommendation text Here]

BILL NO. 17-

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-

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 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 Districts 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 part 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:

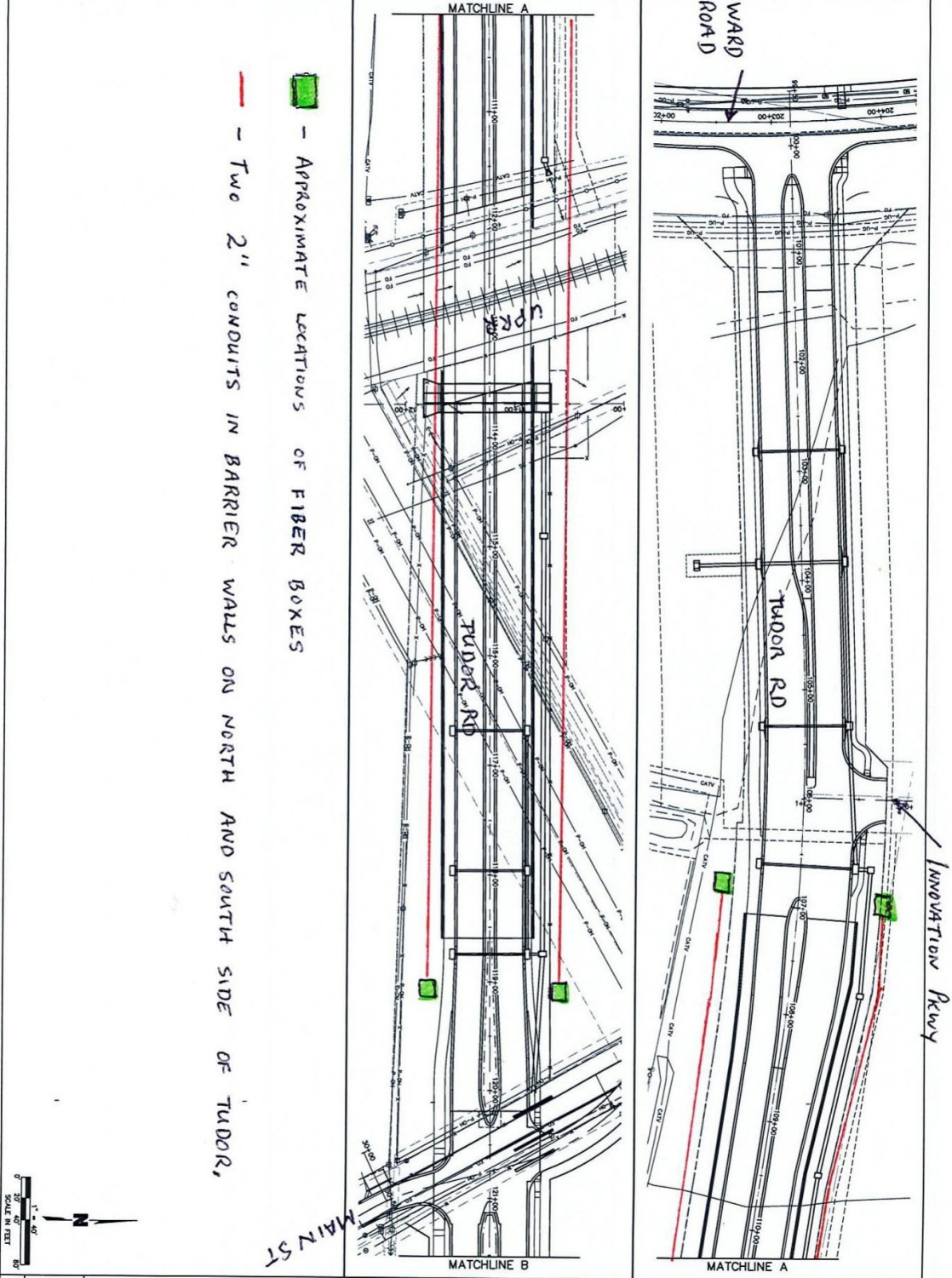
City Clerk

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 STRET 110474_PBASE-PHASE2_JAME 11047



<p>STREET LIGHTING LAYOUT</p> <p>TUDOR ROAD IMPROVEMENTS PHASE 2</p> <p>LEE'S SUMMIT, MISSOURI</p>	<p>2015</p>	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">REV. NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 85%;">REVISIONS DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV. NO.	DATE	REVISIONS DESCRIPTION										<p>MOLSSON ASSOCIATES</p> <p>2301 West 133rd Street, Suite 200 Overland Park, KS 66213-4750</p> <p>TEL: 913.381.1170 FAX: 913.381.1174 www.molsson.com</p>
REV. NO.	DATE	REVISIONS DESCRIPTION													

1" = 40'
 SCALE IN FEET
 SHEET 163 OF 210
 C.D. A. M. S.
 PROJECT NO. 110474
 DRAWING NO. STLT_PLN.dwg
 DATE: JAN 20, 2017
 BY: CBORRELL
 CHECKED BY: [blank]
 APPROVED BY: [blank]

Packet Information

File #: TMP-0417, **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.

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 Committee Motion:

I to recommend to City Council 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.

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: [Enter Committee Recommendation text Here]

BILL NO. 17-

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 Lee's Summit, Missouri this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

BILL NO. 17-

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.						