



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

Monday, June 5, 2017
5:00 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. [2017-1230](#) Approval of Minutes from 5-8-17 F&BC meeting.
 - B. [2017-1243](#) Third Quarter Investment Report
 - C. [TMP-0495](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-099 FOR PLUMBING SERVICES AS A YEARLY CONTRACT TO MECHANICAL PIPING, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-099 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT MISSOURI.
 - D. [TMP-0525](#) AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

- E. [TMP-0513](#) AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.
- F. [TMP-0530](#) AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.
- G. [TMP-0528](#) AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018.
- H. [2017-1252](#) PRESENTATION OF THE MARCH AND APRIL GENERAL FUND FINANCIAL DASHBOARDS

ROUNDTABLE

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 #: 2017-1230, **Version:** 1

Approval of Minutes from 5-8-17 F&BC meeting.



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

Monday, May 8, 2017
5:00 PM
City Council Chambers
City Hall
220 SE Green Street
Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL

Present: 3 - Chairperson Trish Carlyle
Vice Chair Diane Seif
Councilmember Diane Forte

Absent: 2 - Councilmember Craig Faith
Alternate Rob Binney

3. APPROVAL OF AGENDA

The Agenda was approved.

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

4. PUBLIC COMMENTS
5. BUSINESS

- A. [2017-1166](#) Approval of Minutes from FBC meeting April 24, 2017.

The Minutes from April 24, 2017 were approved.

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

Finance and Budget Committee

Action Letter

May 8, 2017

- B. [TMP-0465](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 5/8/17)

Recommendation: Recommendation: Staff recommends the approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Conrad Lamb, Director of Finance

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 5/18/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

- C. [BILL NO. 17-101](#) AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN REBEL AVIATION INC (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 5/8/17)

Recommendation: Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN REBEL AVIATION, INC. (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

BOAC Recommendation: BOAC RECOMMENDED STAFF MOVE FORWARD WITH STEPS NECESSARY FOR THE APPROVAL OF AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT BETWEEN REBEL AVIATION, INC. (HEREINAFTER "OPERATOR") AND THE CITY OF LEE'S SUMMIT, MISSOURI (HEREINAFTER "CITY") AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY AT ITS MEETING ON _____, 2017.

Presenter: Presenter: John Ohrazda, Airport Manager

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 5/18/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

Finance and Budget Committee

Action Letter

May 8, 2017

- D. [BILL NO. 17-102](#) AN ORDINANCE APPROVING THE TERMS FOR THE INTERFUND LOANS FOR THE FUNDING OF THE PURCHASE OF A HANGAR, FIXTURES AND PERMANENT IMPROVEMENTS FROM TRANSPORTATION SALES TAX REVENUES, APPROVING AMENDMENT NO. 11 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THE INTERFUND LOANS TERMS APPROVED HEREIN SUBJECT TO ANNUAL APPROPRIATIONS. (F&BC 5/8/17)

Recommendation: Recommendation: Staff Recommends Approval

Presenter: Presenter: Conrad Lamb, Finance Director | Dena Mezger, Director of Public Works

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 5/18/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

- E. [BILL NO. 17-103](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, THROUGH ADVANCED UTILITY SYSTEMS FOR THE SOFTWARE SUPPORT AND MAINTENANCE OF THE WATER UTILITIES SUPPORT SERVICES CUSTOMER INFORMATION SYSTEM (CIS) FOR A ONE-YEAR PERIOD WITH FOUR POSSIBLE ONE YEAR RENEWAL OPTIONS AT GUARANTEED RATES. (F&BC 5/8/17)

Recommendation: Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE AUTHORIZING THE EXECUTION OF A SOLE SOURCE AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, THROUGH ADVANCED UTILITY SYSTEMS FOR THE SOFTWARE SUPPORT AND MAINTENANCE OF THE WATER UTILITIES SUPPORT SERVICES CUSTOMER INFORMATION SYSTEM (CIS) FOR A ONE-YEAR PERIOD WITH FOUR POSSIBLE ONE YEAR RENEWAL OPTIONS AT GUARANTEED RATES.

Presenter: Presenter: Steve Marsh

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Seif, that this Resolution be recommended for approval to the City Council - Regular Session, due back on 5/18/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

Finance and Budget Committee

Action Letter

May 8, 2017

- F. [RES. NO. 17-08](#) A RESOLUTION AUTHORIZING THE CITY OF LEE'S SUMMIT TO PARTICIPATE IN, SPONSOR, CONDUCT, AWARD OR ADMINISTER COOPERATIVE PURCHASING PROGRAMS ("APPROVED LIST") FOR THE 2018 FISCAL YEAR. (F&BC 5/8/17)

Recommendation: Recommendation: Staff recommends the approval of APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF LEE'S SUMMIT TO PARTICIPATE IN, SPONSOR, CONDUCT, AWARD OR ADMINISTER COOPERATIVE PURCHASING PROGRAMS ("APPROVED LIST") FOR THE 2018 FISCAL YEAR.

Presenter: Presenter: Ben Calia-Procurement and Contract Services Manager

ACTION: A motion was made by Vice Chair Seif, seconded by Councilmember Forte, that this Resolution be recommended for approval to the City Council - Regular Session, due back on 5/18/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

- G. [BILL NO. 17-104](#) AN ORDINANCE TERMINATING AND DISSOLVING THE CHAPEL RIDGE TAX INCREMENT FINANCING PLAN, SPECIAL ALLOCATION FUND, AND THE TAX INCREMENT FINANCING ASSOCIATED THEREWITH, AND TERMINATING THE DESIGNATION OF THE REDEVELOPMENT AREA UNDER SAID PLAN AS A REDEVELOPMENT AREA. (F&BC 5/8/17)

Recommendation: Recommendation: Staff recommends the committee refer the Ordinance to terminate the Chapel Ridge Tax Increment Financing Plan, the Redevelopment Areas under the Plan, and the Special Allocation Fund to the City Council.

Presenter: Presenter: Conrad E Lamb

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 5/18/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

- H. [2017-1142](#) Presentation of the City Manager's 2017-2018 (FY18) Budget

Recommendation: Recommendation: N/A

Presenter: Presenter: Stephen Arbo, City Manager

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Seif, that this Presentation be recommended for approval to the City Council - Regular Session, due back on 5/18/2017. The motion carried by the following vote:

Finance and Budget Committee

Action Letter

May 8, 2017

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

6. ROUNDTABLE

7. ADJOURNMENT

Meeting was adjourned at 5:30 p.m.

NEXT MEETING - MAY 15, 2017 5:00 p.m.

May 15th meeting was cancelled.

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

Packet Information

File #: 2017-1243, **Version:** 1

Third Quarter Investment Report

Issue/Request:

Investment Portfolio Report for the quarter ending March 31, 2017

Key Issues:

The investment report is prepared to provide a summary of the current investment portfolio by noting the transactions over the last quarter. The report lists new purchases and maturities occurring during the reporting period.

At March 31, 2017 the largest portion of the portfolio is invested in US Treasuries (80%), followed by cash (10%), certificates of deposit (6%) and municipal obligations (2%). All cash is invested in an overnight repurchase agreement and is collateralized.

Proposed Committee Motion:

Background:

A "Mark to Market" adjustment is required at each quarter end to recognize the value of the portfolio in the event that securities would need to be liquidated. Fair values are determined by our custodial bank. At March 31, 2017 the mark to market adjustment across all funds was a unrealized loss of \$257,509.68.

Impact/Analysis:

At March 31, 2017 the average yield on the portfolio was 1.1058%.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Sherri Staub, Cash Management Officer

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

CITY OF LEE'S SUMMIT, MISSOURI QUARTERLY INVESTMENT PORTFOLIO REPORT QUARTER ENDED MARCH 31, 2017

Purpose and Goals

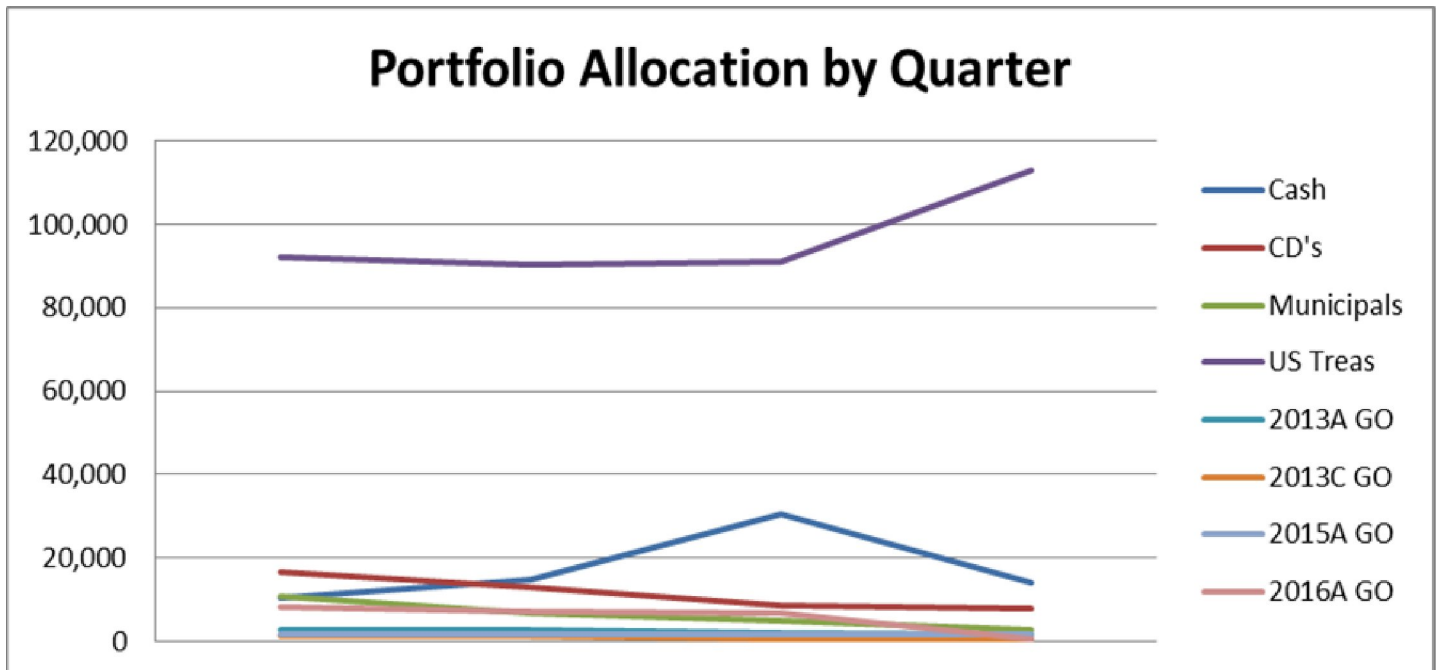
In compliance with the Investment Policy of the City of Lee's Summit, this quarterly investment portfolio report for the quarter ended March 31, 2017 is hereby submitted for your review. This report will provide you with an overview of the City's current cash and investment portfolio holdings along with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

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

Current Portfolio

The City has sought to achieve a balance within the combined investment portfolio. While maintaining relatively strong liquidity, it strives to achieve earnings stability. As of March 31, 2017, the portfolio was allocated as follows: Cash (10%), Certificates of Deposit (6%), Municipal Obligations (2%) and US Treasury (80%). The following table illustrates the composition of the portfolio, in comparative dollar amounts (000) and component percentages, for the quarter ending March 31, 2017 and the previous three quarters.

Portfolio	-----Book Value in 000's-----				-----Percent of Portfolio-----			
	6/30/2016	9/30/2016	12/31/2016	03/31/2017	6/30/2016	9/30/2016	12/31/2016	03/31/2017
Cash	10,275	14,689	30,637	14,091	7%	11%	21%	10%
CD's	16,566	12,852	8,418	7,922	12%	9%	6%	6%
Municipals	10,647	6,748	4,940	2,732	7%	5%	3%	2%
US Treas	92,188	90,151	91,202	112,851	64%	66%	63%	80%
2013A GO	2,691	2,694	1,920	1,755	2%	2%	1%	1%
2013C GO	1,138	1,139	560	561	1%	1%	0%	0%
2015A GO	1,502	1,504	1,506	1,508	1%	1%	1%	1%
2016A GO	8,225	7,052	6,625	483	6%	5%	5%	0%
Total	\$143,232	\$136,829	\$145,808	\$141,903	100%	100%	100%	100%



Purchases			
		Amount	Maturity Date
01/05/2017	US Treasury	\$ 3,000,000	07/31/2020
01/05/2017	US Treasury	\$ 7,000,000	02/28/2021
01/20/2017	US Treasury	\$ 4,000,000	03/31/2019
01/20/2017	US Treasury	\$ 4,000,000	03/31/2020
03/03/2017	US Treasury	\$ 5,000,000	08/31/2020
03/03/2017	US Treasury	\$ 5,000,000	10/31/2019
03/31/2017	US Treasury	\$ 4,000,000	10/31/2020
	TOTAL	\$32,000,000	
MATURITY			
01/20/2017	First Business Bank	248,000	
01/20/2017	First Niagra Bank	248,000	
03/01/2017	Troy MO Reorg Sch Dist #3	1,205,000	
03/01/2017	Boles Fire Protection	240,000	
03/01/2017	Maryland Heights MO UT	740,000	
03/15/2017	US Treasury	5,000,000	
03/31/2017	US Treasury	5,000,000	
	TOTAL	\$12,681,000	

Transaction Summary

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

Cash in Bank

The City utilizes UMB Bank as its depository. Lee's Summit's cash in bank at March 31, 2017, was as follows: UMB Trustee Account, \$7,720,444.49 and the UMB Investment Settlement Account \$6,370,867.85. Cash on deposit with UMB earns interest at a rate equivalent to the previous week's auction of the 91 day Treasury bill yield, adjusted every Wednesday. The UMB "repo" rate for March was 0.68%; December was 0.58%; September was 0.45% and June was 0.41% . To protect the City against fluctuating securities values, the City's bank depository agreement requires the bank to pledge certain securities as collateral equal to 105% of the City's funds on account (in excess of FDIC coverage). The estimated collateral value is \$28,116,421.80.

Combined Portfolio Performance

The City has utilized all components of the investment portfolio to achieve safety of principal, reasonable liquidity, relatively stable earnings over a wide range of interest rates, and a market rate of return. As of March 31, 2017, the average portfolio yield is 1.1058%.

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

Maturity Year	Prin Amt	Cash Flow %
2017	\$ 25,329,904.52	21%
2018	\$ 30,253,799.97	24%
2019	\$ 34,203,028.12	28%
2020	\$ 26,914,487.08	22%
2021	\$ 6,805,288.98	5%
TOTAL	\$ 123,506,508.67	100%

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

Recommendations

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

Mark-to-Market

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

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

GFOA has recommended that in addition to the reporting of this paper gain/loss on a quarterly basis, this adjustment should be entered on a quarterly basis. Starting in fiscal year 2006-2007 this adjustment was spread and posted to cash accounts based on cash balances at each quarter end. These adjustments will be updated at the end of each quarter. At March 31, the quarter end entry of December 31 was reversed and the new entry booked based on the current market values at March 31, 2017. This unrealized loss of \$257,509.68 was spread against all funds based on their respective cash balance percentages.

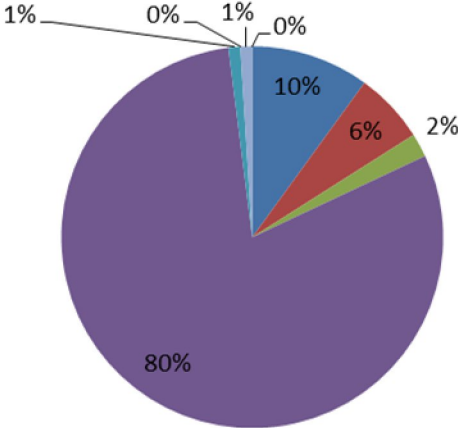
Respectfully Submitted,

Sherri Staub
Cash Management Officer

Conrad Lamb
Finance Director

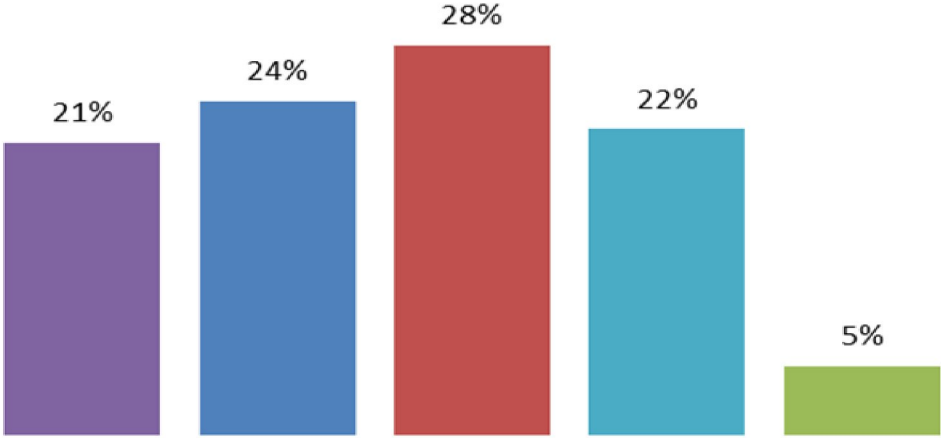
Asset Allocation March 31, 2017

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



Asset Allocation by Maturity Year

■ 2017
 ■ 2018
 ■ 2019
 ■ 2020
 ■ 2021



CITY OF LEE'S SUMMIT, MISSOURI QUARTERLY INVESTMENT PORTFOLIO REPORT QUARTER ENDED DECEMBER 31, 2016

Purpose and Goals

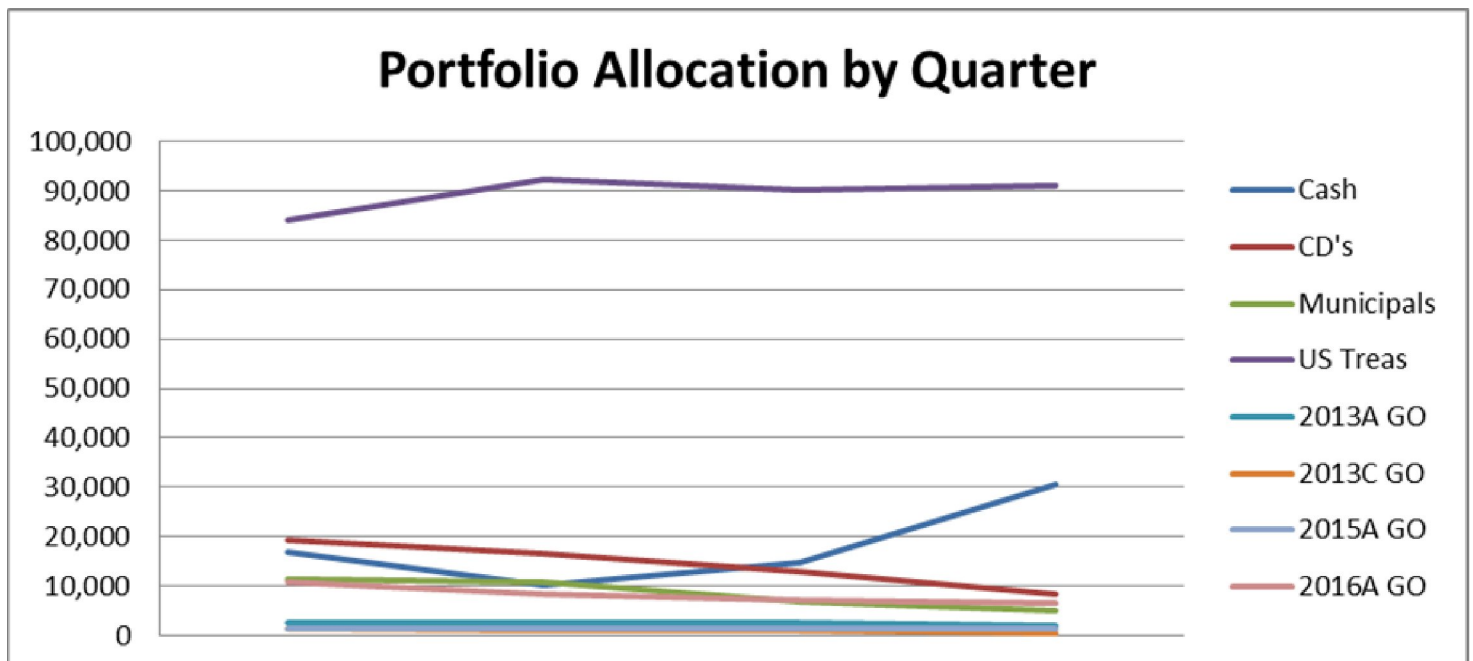
In compliance with the Investment Policy of the City of Lee's Summit, this quarterly investment portfolio report for the quarter ended December 31, 2016 is hereby submitted for your review. This report will provide you with an overview of the City's current cash and investment portfolio holdings along with a summary of all investment activity for the last fiscal quarter.

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

Current Portfolio

The City has sought to achieve a balance within the combined investment portfolio. While maintaining relatively strong liquidity, it strives to achieve earnings stability. As of December 31, 2016, the portfolio was allocated as follows: Cash (21%), Certificates of Deposit (6%), Municipal Obligations (3%) and US Treasury (63%). The following table illustrates the composition of the portfolio, in comparative dollar amounts (000) and component percentages, for the quarter ending December 31, 2016 and the previous three quarters.

Portfolio	-----Book Value in 000's-----				-----Percent of Portfolio-----			
	3/31/2016	6/30/2016	9/30/2016	12/31/2016	3/31/2016	6/30/2016	9/30/2016	12/31/2016
Cash	16,918	10,275	14,689	30,637	11%	7%	11%	21%
CD's	19,291	16,566	12,852	8,418	13%	12%	9%	6%
Municipals	11,402	10,647	6,748	4,940	8%	7%	5%	3%
US Treas	84,177	92,188	90,151	91,202	57%	64%	66%	63%
2013A GO	2,713	2,691	2,694	1,920	2%	2%	2%	1%
2013C GO	1,478	1,138	1,139	560	1%	1%	1%	0%
2015A GO	1,501	1,502	1,504	1,506	1%	1%	1%	1%
2016A GO	10,635	8,225	7,052	6,625	7%	6%	5%	5%
Total	\$148,115	\$143,232	\$136,829	\$145,808	100%	100%	100%	100%



Purchases			
		Amount	Maturity Date
10/27/2016	US Treasury	\$ 2,000,000	06/30/2020
10/27/2016	US Treasury	\$ 2,000,000	09/30/2020
	TOTAL	\$4,000,000	
MATURITY			
10/01/2016	Union MO COPS	200,000	
10/18/2016	State Bank of India	248,000	
10/18/2016	McFarland State Bank	248,000	
10/18/2016	College Savings Bank	248,000	
10/25/2016	Bank of Grove	248,000	
10/28/2016	Unity Bank	248,000	
10/30/2016	Kansas State Bank	248,000	
10/31/2016	Franklin Synergy Bank	248,000	
10/31/2016	US T-Note	3,000,000	
11/01/2016	Coffey Cnty Kansas USD #244	500,000	
11/28/2016	First Credit Bank	245,000	
11/28/2016	USNY Bank	245,000	
11/29/2016	Commerce State Bank	245,000	
12/01/2016	Derby Kansas	275,000	
12/16/2016	First State Bank	248,000	
12/16/2016	Tri-County Trust Co	248,000	
12/19/2016	Bridgewater Bank	227,000	
12/20/2016	Carthage Federal Savings & Loan	248,000	
12/23/2016	Paragon Commercial Bank	248,000	
12/27/2016	First Priority Bank	248,000	
12/28/2016	State Bank of Lismore	248,000	
12/30/2016	Independent Bank	248,000	
	TOTAL	\$8,409,000	

Transaction Summary

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

Cash in Bank

The City utilizes UMB Bank as its depository. Lee's Summit's cash in bank at December 31, 2016, was as follows: UMB Trustee Account, \$24,655,786.79 and the UMB Investment Settlement Account \$5,981,830.00. Cash on deposit with UMB earns interest at a rate equivalent to the previous week's auction of the 91 day Treasury bill yield, adjusted every Wednesday. The UMB "repo" rate for December was 0.58%; September was 0.45%; June was 0.41% and March was 0.47%. To protect the City against fluctuating securities values, the City's bank depository agreement requires the bank to pledge certain securities as collateral equal to 105% of the City's funds on account (in excess of FDIC coverage). The estimated collateral value is \$35,890,889.00.

Combined Portfolio Performance

The City has utilized all components of the investment portfolio to achieve safety of principal, reasonable liquidity, relatively stable earnings over a wide range of interest rates, and a market rate of return. As of December 31, 2016, the average portfolio yield is 1.0158%.

The investment portfolio's maturity structure as of December 31, 2016, is as follows:

Maturity Year	Prin Amt	Cash Flow %
2017	\$ 38,060,156.62	36%
2018	\$ 30,253,799.97	29%
2019	\$ 25,189,629.68	24%
2020	\$ 11,057,500.00	11%
TOTAL	\$ 104,561,086.27	100%

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

Recommendations

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

Mark-to-Market

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

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

GFOA has recommended that in addition to the reporting of this paper gain/loss on a quarterly basis, this adjustment should be entered on a quarterly basis. Starting in fiscal year 2006-2007 this adjustment was spread and posted to cash accounts based on cash balances at each quarter end. These adjustments will be updated at the end of each quarter. At December 31, the quarter end entry of September 30 was reversed and the new entry booked based on the current market values at December 31, 2016. This unrealized loss of \$366,490.43 was spread against all funds based on their respective cash balance percentages.

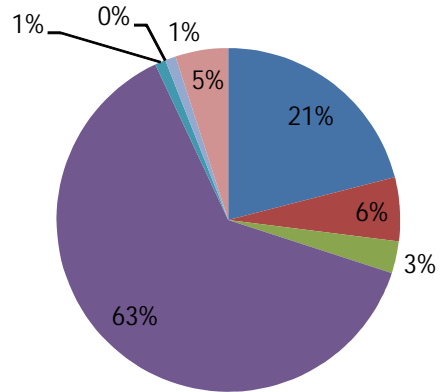
Respectfully Submitted,

Sherri Staub
Cash Management Officer

Conrad Lamb
Finance Director

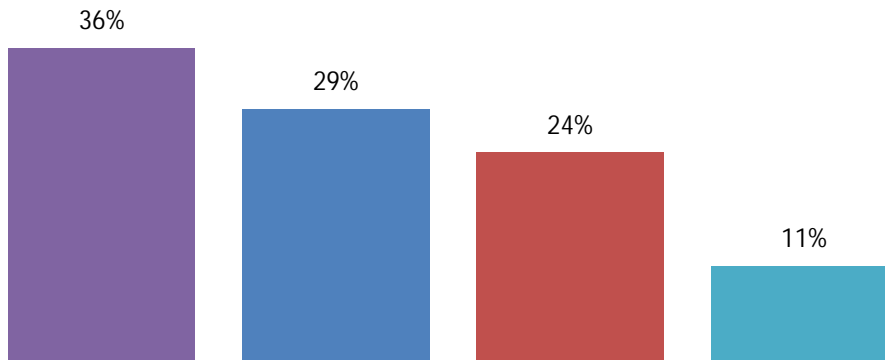
Asset Allocation December 31, 2016

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



Asset Allocation by Maturity Year

■ 2017 ■ 2018 ■ 2019 ■ 2020



CITY OF LEES SUMMIT
INVESTMENT PORTFOLIO
MONTH ENDING MARCH 2017

CERTIFICATES OF DEPOSIT (CD)

	PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
##	248,000.00	Enterprise National Bank, NJ	293742AD4	0.850000%	08-Aug-13	08-Aug-16	1,096
##	248,000.00	Crystal Lake Bank & Trust, IL	229253CT4	0.850000%	14-Aug-13	15-Aug-16	1,097
##	248,000.00	Lake Forest Bank & Tr, IL	509685ES8	0.850000%	14-Aug-13	15-Aug-16	1,097
##	248,000.00	Midland States Bank, IL	59774QDT6	0.800000%	16-Aug-13	16-Aug-16	1,096
##	248,000.00	Medallion Bank, UT	58403BF27	1.000000%	19-Aug-13	19-Aug-16	1,096
##	248,000.00	Aimbank, TX	00889WAQ8	0.850000%	21-Aug-13	22-Aug-16	1,097
##	248,000.00	Pyramax Bank FSB, WI	747133BS4	0.800000%	23-Aug-13	23-Aug-16	1,096
##	248,000.00	Bank of Georgetown, Washington DC	06424XBE1	0.800000%	23-Aug-13	23-Aug-16	1,096
##	248,000.00	Merchants Bank of Indiana, IN	588493EG7	0.750000%	30-Aug-13	30-Aug-16	1,096
##	248,000.00	McFarland State Bank, McFarland, WI	58043PCJ8	0.850000%	18-Oct-13	18-Oct-16	1,096
##	248,000.00	College Savings Bank, Princeton, NJ	19443PAU3	0.850000%	18-Oct-13	18-Oct-16	1,096
##	248,000.00	Bank of Grove, Grove, OK	06246PAE5	0.850000%	25-Oct-13	25-Oct-16	1,096
##	248,000.00	State Bank of India, New York, NY	856284R22	1.200000%	28-Oct-13	18-Oct-16	1,086
##	248,000.00	Unity Bank, Clinton, NJ	91330AA5	0.900000%	30-Oct-13	28-Oct-16	1,094
##	248,000.00	Kansas State Bank, Manhattan, KS	485382DV4	0.800000%	30-Oct-13	30-Oct-16	1,096
##	245,000.00	First Credit Bank, Los Angeles, CA	320055BE5	0.750000%	27-Nov-13	28-Nov-16	1,097
##	245,000.00	USNY Bank, Geneva, NY	90344LBW8	0.750000%	27-Nov-13	28-Nov-16	1,097
##	245,000.00	Commerce State Bank, West Bend, WI	20070PGC5	0.750000%	29-Nov-13	29-Nov-16	1,096
##	248,000.00	First State Bank, Barboursville, WV	33648FJG1	0.750000%	18-Dec-13	16-Dec-16	1,094
##	248,000.00	Tri-County Trust Co; Glasgow, MO	89556YAG1	0.700000%	18-Dec-13	16-Dec-16	1,094
##	227,000.00	Bridgewater Bk; Bloomington, MN	108622DQ1	0.700000%	19-Dec-13	19-Dec-16	1,096
##	248,000.00	Carthage Fed Savings & Loan, Carthage, NY	146550AA6	0.750000%	20-Dec-13	20-Dec-16	1,096
##	248,000.00	Paragon Commercial Bank, Raleigh, NC	69911Q3U7	0.750000%	24-Dec-13	23-Dec-16	1,095
##	248,000.00	State Bank of Lismore, Lismore, MN	856425AL7	0.800000%	30-Dec-13	28-Dec-16	1,094
##	248,000.00	Independent Bank, Memphis TN	45383UNS0	0.700000%	31-Dec-13	30-Dec-16	1,095
##	248,000.00	Luana Savings Bank, IA	54913NP0	0.650000%	08-Jan-14	08-Jul-16	912
##	245,000.00	Synovus Bank, Columbus, GA	87164DDS6	0.700000%	30-Jan-14	29-Jul-16	911
##	248,000.00	Douglas National Bank, GA	259744DA5	0.600000%	05-Feb-14	05-Aug-16	912
	245,000.00	San Diego Private Bank	79744YAC4	0.900000%	15-Apr-14	17-Apr-17	1,098
	245,000.00	Barclays Bank	06740KGE1	1.050000%	15-Apr-14	15-Apr-17	1,096
	245,000.00	Homebanc NA	43738AEW2	0.900000%	17-Apr-14	17-Apr-17	1,096
##	245,000.00	Customers Bank	23204HAY4	0.650000%	23-Apr-14	25-Jul-16	824
	245,000.00	First Merchants Bank	32082BDC0	0.900000%	30-Apr-14	28-Apr-17	1,094
##	248,000.00	Franklin Synergy Bank	35471TBG6	0.750000%	30-Apr-14	31-Oct-16	915
##	248,000.00	United Bankers Bank, MN	909557DJ6	0.600000%	25-Jun-14	26-Sep-16	824
##	248,000.00	First Priority Bank, PA	33612JFA2	0.800000%	25-Jun-14	27-Dec-16	916
	248,000.00	BMW Bank North America, UT	05580AAM6	1.050000%	27-Jun-14	27-Jun-17	1,096
##	248,000.00	John Marshall Bank, VA	47804GBP7	0.650000%	30-Jun-14	30-Sep-16	823
	245,000.00	American Express BK FSB, UT	02587CAA8	1.050000%	10-Jul-14	10-Jul-17	1,096
	248,000.00	Sallie Mae Bank, UT	795450TV7	1.500000%	15-Oct-14	16-Oct-17	1,097
	248,000.00	Capital One Bank USA	140420QD5	1.450000%	16-Oct-14	16-Oct-17	1,096
	248,000.00	Discover Bank, DE	254672BM9	1.500000%	16-Oct-14	16-Oct-17	1,096
	248,000.00	GE Captial Bank	36161T4S1	1.500000%	17-Oct-14	17-Oct-17	1,096
	248,000.00	Goldman Sachs, NY	38148JAR2	1.450000%	22-Oct-14	23-Oct-17	1,097
	245,000.00	American Expr Centurion UT	02587DWH7	1.500000%	28-Oct-14	28-Nov-17	1,127
##	248,000.00	First Business Bank, Madison, WI	31938QK37	0.800000%	20-Jan-15	20-Jan-17	731
	248,000.00	Northern Bank & Trust, Woburn MA	66476QBB3	1.100000%	21-Jan-15	22-Jan-18	1,097
	248,000.00	Bank Leumi USA NY	063248FA1	1.150000%	23-Jan-15	23-Jan-18	1,096
	248,000.00	Morton Community Bank, Morton IL	619165FT5	1.150000%	23-Jan-15	23-Jan-18	1,096
	248,000.00	First Financial Bank El Dorado, AR	32021MDV8	1.100000%	23-Jan-15	23-Jan-18	1,096
	248,000.00	Bank Midwest, MN	063615AJ7	1.050000%	28-Jan-15	27-Oct-17	1,003
	248,000.00	Bank of North Carolina	06414QUG2	1.000000%	30-Jan-15	31-Jul-17	913
	248,000.00	Crescent Bank & Trust, LA	225645DH0	1.100000%	30-Jan-15	30-Jan-18	1,096
##	248,000.00	First Niagra Bank, NY	33583CMP1	0.800000%	30-Jan-15	20-Jan-17	721
	248,000.00	Peoples United Bank	71270QLY0	1.100000%	04-Feb-15	05-Feb-18	1,097
	248,000.00	Platinum Bank/Brandon FL	72766HBN4	1.000000%	06-Feb-15	06-Feb-18	1,096
	248,000.00	First Kentucky Bank	32065TAK7	1.000000%	06-Feb-15	06-Feb-18	1,096
	248,000.00	Bank of Delmarva	06424LBV9	1.000000%	10-Feb-15	11-Dec-17	1,035
	248,000.00	Grand South Bank	38647PDJ9	1.000000%	18-Feb-15	17-Nov-17	1,003
	248,000.00	Flushing Bank, NY	34387ABH1	1.100000%	15-Apr-15	16-Apr-18	1,097
	249,000.00	Key Bank, OH	49306SUY0	0.750000%	22-Apr-15	24-Apr-17	733
	249,000.00	Amer Natl Bank/Fox Cities	02771PMN4	1.000000%	22-Apr-15	20-Apr-18	1,094

249,000.00	Clayton Bank & Trust, TN	184027AP5	1.000000%	22-Apr-15	23-Apr-18	1,097
248,000.00	Manuf & Traders Trust, NY	564759QN1	1.000000%	29-Apr-15	30-Apr-18	1,097
248,000.00	American City Bank, TN	025140AW4	0.700000%	30-Apr-15	01-May-17	732
249,000.00	Northfield Bank, NY	66612AAS7	1.050000%	30-Apr-15	30-Apr-18	1,096
248,000.00	Ally Bank, UT	02006LQR7	1.200000%	07-May-15	07-May-18	1,096

##

MUNICIPAL OBLIGATIONS

	PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
##	1,142,618.40	Johnson & Miami Cnty KS #230	478164EX0 Aa3	0.730000%	31-Jan-14	01-Sep-16	944
##	505,093.05	Coffey Cnty Kans USD #244	192242BK0	0.650000%	29-May-14	01-Nov-16	887
	100,966.00	Bowling Green Mo Sch Dist R1	102827AM4 A	1.350000%	04-Jun-14	01-Apr-17	1,032
##	474,048.90	Pittsburg KS Serv A UT	724649B31 A+	0.600000%	26-Jun-14	01-Sep-16	798
##	325,000.00	Leavenworth KS Temp Nts	522229BR3 Aa2	0.550000%	30-Jun-14	01-Jul-16	732
##	359,173.50	Topeka KS	890568E20 Aa3	0.550000%	20-Oct-14	15-Aug-16	665
##	202,892.00	Union Mo COPS	907096BV2 AA-	0.751000%	20-Oct-14	01-Oct-16	712
##	211,582.00	Lyon Cnty KS UT	551845FT2 A1	0.650000%	04-Dec-14	01-Sep-16	637
##	835,000.00	Derby Kansas	2497754L8 SP-1	1.450000%	15-Dec-14	01-Dec-17	1,082
##	284,902.80	Derby Kansas	2497754BO AA-	0.600000%	15-Dec-14	01-Dec-16	717
	360,687.10	Derby Kansas	2497753V7 AA-	0.950000%	15-Dec-14	01-Dec-17	1,082
	538,490.60	Derby Kansas	2497754C8 AA-	0.950000%	15-Dec-14	01-Dec-17	1,082
	634,781.25	Sedgwick County KS UT USD #268	815904DA2 A+	0.900000%	08-Jan-15	01-Sep-17	967
##	517,507.20	Sedgwick County KS UT USD #268	815904CZ8 A+	0.600000%	08-Jan-15	01-Sep-16	602
##	363,282.50	Kansas City MO Spl Oblig	485106KU1 AA-	0.601000%	28-Jan-15	01-Sep-16	582
##	506,155.00	Kirkwood MO COPS	497604BY3 Aa2	0.470000%	30-Jan-15	01-Sep-16	580
##	1,208,687.30	Troy MO Reorg Sch Dist #3	897506JV4 AA+	0.550000%	10-Feb-15	01-Mar-17	750
##	246,602.40	Boles Fire Protn Dist	09752RCD1 Aa3	0.650000%	11-Feb-15	01-Mar-17	749
	317,628.00	St Louis Cnty Mo Spl Oblig	791526LY0 AA	1.000000%	07-May-15	01-May-17	725
##	752,587.40	Maryland Heights MO UT	574068AJ1 Aa2	0.550000%	12-May-15	01-Mar-17	659
	780,050.90	Maryland Heights MO UT	574068AK8 Aa2	0.800000%	12-May-15	01-Mar-18	1,024
#							

TREASURY BILLS AND NOTES

Maturities (***)

	PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
##	3,070,680.00	T-Note	912828QX1 Aaa	0.506000%	13-Mar-14	31-Jul-16	871
##	4,996,875.00	T-Note	912828C32 Aaa	0.772000%	14-May-14	15-Mar-17	1,036
##	5,029,500.00	T-Note	912828SM3 Aaa	0.741000%	10-Dec-14	31-Mar-17	842
##	2,999,531.25	T-Note	912828F47 Aaa	0.509000%	09-Jan-15	30-Sep-16	630
	2,988,281.25	T-Note	912828SY7 Aaa	0.790000%	09-Jan-15	31-May-17	873
	2,972,695.31	T-Note	912828TG5 Aaa	0.860000%	09-Jan-15	31-Jul-17	934
	3,007,031.25	T-Note	912828TB6 Aaa	0.750000%	28-Jan-15	30-Jun-17	884
##	2,997,187.50	T-Note	912828F88 Aaa	0.429000%	28-Jan-15	31-Oct-16	642
	2,988,046.88	T-Note	912828TS9 Aaa	0.798000%	04-Jun-15	30-Sep-17	849
	2,990,859.38	T-Note	912828TM2 Aaa	0.762000%	04-Jun-15	31-Aug-17	819
	3,983,437.50	T-Note	912828TS9 Aaa	0.810000%	26-Jun-15	30-Sep-17	827
	5,966,718.75	T-Note	912828UU2 Aaa	0.959000%	20-Jul-15	31-Mar-18	985
	5,049,414.05	T-Note	912828SH4 Aaa	1.080000%	30-Sep-15	28-Feb-19	1,247
	4,987,500.00	T-Note	912828UQ1 Aaa	1.308000%	30-Sep-15	29-Feb-20	1,613
	4,033,750.00	T-Note	912828WS5 Aaa	1.381000%	11-Dec-15	30-Jun-19	1,297
	4,000,000.00	T-Note	912828XF2 Aaa	1.125000%	11-Dec-15	15-Jun-18	917
	4,036,040.00	T-Note	912828WW6 Aaa	1.364000%	11-Jan-16	31-Jul-19	1,297
	3,974,960.00	T-Note	912828XK1 Aaa	1.129000%	11-Jan-16	15-Jul-18	916
	3,005,625.00	T-Note	912828L40 Aaa	0.927000%	01-Feb-16	15-Sep-18	957
	2,984,765.63	T-Note	912828TR1 Aaa	1.142000%	01-Feb-16	30-Sep-19	1,337
	3,031,171.88	T-Note	912828WD8 Aaa	0.857000%	23-Feb-16	31-Oct-18	981
	1,997,656.25	T-Note	912828TN0 Aaa	1.034000%	23-Feb-16	31-Aug-19	1,285
	3,005,625.00	T-Note	912828K82 Aaa	0.914000%	03-Jun-16	15-Aug-18	803
	2,021,250.00	T-Note	912828XE5 Aaa	1.226000%	03-Jun-16	31-May-20	1,458
	3,014,648.44	T-Note	912828XA3 Aaa	0.740000%	22-Jun-16	15-May-18	692
	3,054,843.75	T-Note	912828WL0 Aaa	0.869000%	22-Jun-16	31-May-19	1,073
	2,000,000.00	T-Note	912828Q52 Aaa	0.875000%	13-Sep-16	15-Apr-19	944
	2,033,160.00	T-Note	912828F62 Aaa	0.961000%	13-Sep-16	31-Oct-19	1,143
	2,034,375.00	T-Note	912828XH8 Aaa	1.146000%	27-Oct-16	30-Jun-20	1,342

2,014,375.00	T-Note	912828L65	Aaa	1.187000%	27-Oct-16	30-Sep-20	1,434
4,015,937.50	T-Note	912828SN1	Aaa	1.315000%	20-Jan-17	31-Mar-19	800
3,971,562.50	T-Note	912828J84	Aaa	1.375000%	20-Jan-17	31-Mar-20	1,166
2,995,327.08	T-Note	912828XM7	Aaa	1.670000%	05-Jan-17	31-Jul-20	1,303
6,805,288.98	T-Note	912828P87	Aaa	1.824000%	05-Jan-17	28-Feb-21	1,515
4,935,937.50	T-Note	912828L32	Aaa	1.755000%	03-Mar-17	31-Aug-20	1,277
4,997,460.94	T-Note	912828F62	Aaa	1.519000%	03-Mar-17	31-Oct-19	972
3,954,160.00	T-Note	912828L9	Aaa	1.706000%	31-Mar-17	31-Oct-20	1,310

##

159,179,414.87
(35,672,906.20)
123,506,508.67

TOTALS

U. S. AGENCIES & GOVERNMENT SECURITIES:

Brokered CD's	7,922,000.00
Municipal Obligations	2,732,603.85
TREAS Treasury Notes and Bills	112,851,904.82
FNMA Federal National Mortgage Association	0.00
FHDN Federal Home Loan Discount Note	0.00
INTR International Bank	0.00
FFCB Federal Farm Credit Banks	0.00

TOTAL

123,506,508.67

Investment Ratios

CD's	6.41%
Municipal Obligations	2.21%
US T-Bills/Notes	91.37%
FNMA	0.00%
FHLB	0.00%
FFCB	0.00%
	<u>100.00%</u>

Packet Information

File #: TMP-0495, **Version:** 1

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-099 FOR PLUMBING SERVICES AS A YEARLY CONTRACT TO MECHANICAL PIPING, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-099 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT MISSOURI.

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-099 FOR PLUMBING SERVICES AS A YEARLY CONTRACT TO MECHANICAL PIPING, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-099 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT MISSOURI.

Key Issues:

- City's current contract (Contract No. 2013-098/3R) for Plumbing Services as a Yearly Contract is set to expire on June 17th, 2017.
- The Procurement and Contract Services Division solicited Bid No. 2017-099 for Plumbing Services as a Yearly Contract via its' e-bidding service Public Purchase. A total of 27 Contractors were notified via Public Purchase. An additional 10 Contractors were notified via email based on a vendor list established and approved by the Project Managers from each utilizing Department: Parks, Fleet, CBS, Fire, Airport, Water Ops and PD. The advertisement for the Solicitation was also posted to the City's Website.
- Upon the closing of the bid on Friday, April 14th, 2017, the Procurement and Contract Services Division received a total of 6 bids. 5 bids were considered responsive. 1 bid was deemed non responsive for not providing all required bid documentation.
- The Project Manager's from the utilizing Departments reviewed the bid tabulation and unanimously recommended Mechanical Piping, LLC for Award of Bid No. 2017-099 for Plumbing Services as a Yearly Contract.
- Mechanical Piping LLC was the overall low bidder. Mechanical Piping LLC is the current Contractor for the City and has proven to provide good customer service.

Proposed City Council Motion:

FIRST MOTION:

SECOND MOTION:

Background:

The City requires plumbing services at certain times for the various City departments. This service keeps City facilities operating properly as it pertains to plumbing related functions. The City also has a need for annual backflow testing which is also a part of the proposed Plumbing Services Contract.

File #: TMP-0495, **Version:** 1

Impact/Analysis:

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Ben Calia, Procurement and Contract Services Manager

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-099 FOR PLUMBING SERVICES AS A YEARLY CONTRACT TO MECHANICAL PIPING, LLC BASED ON THE ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-099 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit has a regular need for plumbing services and annual backflow testing services for various City facilities; and,

WHEREAS, the City's current contract for plumbing services is set to expire on June 17, 2017; and,

WHEREAS, in response to the upcoming expiration, the Procurement and Contract Services Division of the Finance Department issued Bid No. 2017-099 for plumbing services as a yearly contract via the City's e-bid system, Public Purchase; and,

WHEREAS, a total of 27 vendors were notified directly via Public Purchase of the Bid, and an additional 10 contractors were notified directly of the Bid; and,

WHEREAS, as of the close of the bid, Friday, April 14, 2017, a total of five (5) responsive bids were received by the City; and,

WHEREAS, the Project Evaluation Committee reviewed and evaluated the responsive bids and unanimously recommended Mechanical Piping, LLC for Award of Bid No. 2017-099 for plumbing services as a yearly contract.

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

SECTION 1. That Bid No. 2017-099 be and hereby is awarded to Mechanical Piping, LLC.

SECTION 2. That the Contract by and between the City of Lee's Summit, Missouri and Mechanical Piping, LLC generally for the purpose of provision of plumbing services as a yearly contract, 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 _____ 2017, is herein called Yearly Contract for Plumbing Services as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Mechanical Piping, (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 14th day of April, 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 18th day of June 2017, Bid No. 2017-099, Contract period from June 18th, 2017 to June 17th, 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 # 2017-099; Section 2.1.2; 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:	2017-099	Dated:	04/14/2017	Pages	1	through	43
Specifications:	2017-099	Dated:	04/14/2017	Pages	8	through	9
General Conditions:				Pages	20	through	24
Special Attachments:	<u>Prevailing Wage Order No. 23, Increment No. 7</u>						

Sarah Dougherty
Procurement Officer of Record

Mechanical Piping
Company Name

Stephen A. Arbo, City Manager Date

Philip Evans
Company Authorized Signature

READ AND APPROVED:

Joe Snook, Interim Administrator of Parks & Recreation

Owner 5-4-17
Title Date

Type or Print the Name of Authorized Person
Philip Evans

APPROVED AS TO FORM:

Office of the City Attorney

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

BID 2017-099 PLUMBING SERVICES AS A YC	BIDDER/ADDRESS	BIDDER/ADDRESS	BIDDER/ADDRESS	BIDDER/ADDRESS	BIDDER/ADDRESS
BID OPENING: 04/14/17 @2:00pm	Rand Construction Co	She Digs It LLC	EMCOR Services Fagan	Lexington Plumbing	Mechanical Piping
BID OPENED & RECORDED BY: Tarah Daugherty	Kansas City, MO	Blue Springs, MO	Kansas City, KS	Kansas City, MO	Lee's Summit, MO
NEW WORK INSTALLATION--Prevailing Wage Order No. 23 Incremental Increase No. 7 Applicable					
5.1 State the % added to your cost for materials used for new installation.	17.5%	20%	15%	25%	20%
5.2 Hourly rate for regular service per hour	\$87.00	\$105.00	\$104.00	\$95.00	\$67.00
5.3 Hourly rate for after hour service per hour, if required	\$119.00	\$136.00	\$136.00	\$120.00	\$100.50
5.4 Hourly rate for weekends or holidays per hour, if required	\$148.00	\$155.00	\$161.00	\$150.00 (Sunday)	\$100.50
5.5 Hourly rate for emergency service per hour, if required	\$119 or \$148	\$155.00	\$136.00	\$120.00	\$100.50
REPAIR & MAINTENANCE--(Prevailing Wage is NOT applicable)					
5.6 State % added to your cost for materials used for repairs.	17.5%	20%	15%	25%	20%
5.7 Hourly rate for regular service per hour	\$87.00	\$105.00	\$104.00	\$95.00	\$67.00
5.8 Hourly rate for after hour service per hour, if required	\$119.00	\$136.00	\$136.00	\$120.00	\$100.50
5.9 Hourly rate for weekends or holidays per hour, if required	\$148.00	\$155.00	\$161.00	\$150.00 (Sunday)	\$100.50
5.10 Hourly rate for emergency service per hour, if required	\$119 or \$148	\$155.00	\$136.00	\$120.00	\$100.50
BACKFLOW TESTING PER LOCATION (Prevailing Wage is NOT applicable) NOTE: Hourly rates for any Backflow Device Repair shall be as bid in the above Repair & Maintenance hourly rates Pricing.					
5.11 Annual Backflow testing, with required forms, per first unit	\$175.00	\$105.00	\$300.00	\$30.00	\$70.00 Containment Valves
5.12 Annual Backflow testing, with required forms, per additional unit(s) at same location	\$175.00	\$75.00	\$280.00	\$65.00 (Not Vaults)	\$35.00 Isolation Valves
5.13 Hourly Rate to pump water out of in-ground backflow vaults, per hour	\$87.00 straight time	\$145.00	\$104.00	\$95.00	\$67.00
HOURS OF SERVICE & CONTACT INFO					
5.15 State hours normal service is available:	7am-3:30pm, 5 dys/wk	7am-4pm, 5 dys/wk	7am-4pm, 5 dys/wk	7am-4pm, 5 dys/wk	8am-5pm/5 dys/wk
5.16 Emergency service available:	24 hrs/day, 7 dys/wk	12am-4pm/7 dys/wk	24 hrs/day, 7 dys/wk	All the Time	12am-12pm,7 dys/wk
5.17 State telephone number and contact person for service calls:	Andrea Spinski 816-421-4143	Jim Corless 816-616-0620	Tyler Greenlee, Bill Adams 913-621-4444	Cindy Hansen 816-231-2254	Phil Evans 816-797-6368
5.18 State telephone number & contact person for service calls <u>DURING</u> regular business hours:	Andrea Spinski 816-421-4143	Jim Corless 816-295-1100	Tyler Greenlee, Bill Adams 913-621-4444	Cindy Hansen 816-231-2254	Phil Evans 816-797-6368
5.19 State telephone number & contact person for service calls <u>AFTER</u> regular business hours:	Andrea Spinski 816-421-4143	Jim Corless 816-616-0620	Bill Adams 913-621-4444	After Hrs Operator 816-231-2254	Phil Evans 816-797-6368
ADDITIONAL INFORMATION & WARRANTY					
5.20 City standard payment terms are Net 30 after receipt of invoice and certified payroll. State any discounts, if applicable, as it pertains to payment terms	0%	0%	Net 15/.5%	N/A	0%
5.21 Throughout the course of the Contract term, utilizing Departments may need a quote for items and/or services not specifically identified above. May they contact you for written quotations for these items and/or services?	Yes, 0%	Yes, 0%	Yes, 5%	Yes, No Cost	Yes
5.22 Master's Plumbers License(s) & Missouri Backflow Testing Certification Card(s) for each employee identified on Pg. 16 Personnel Qualifications are included with this bid submittal.	Yes	Yes	Yes	Yes	Yes
5.23 State below all warranty information for PARTS:	1 year	Manufactures Warranty	1 year	1 year	1 year
5.24 State below all warranty information for LABOR:	1 year	1 year	1 year	1 year	1 year
Comments: Foley Company submitted a bid but was deemed Non-Responsive for not providing all required bid documentation					

Packet Information

File #: TMP-0525, **Version:** 1

AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

- EMS billing services FTE is relocating from Fire HQ to the Finance Department. Due to HIPAA laws, said employee will require a multifunction device in their office. Their current multifunction device will not fit in the new office which requires the leasing of a new unit.
- The current multifunction device being utilized by EMS billing services FTE is going to be relocated to the Treasury Department of the Finance Division due to the better functionality of the EMS unit versus the current Treasury unit. The current Treasury unit will be returned to Toshiba.
- The Creative Services Division of Administration requires their own departmental multifunction unit.
- Total increases to the current lease will be \$257.06/mo. or \$3,084.72/yr.

Proposed City Council Motion:

[Enter text here]

Background:

- An RFP for Copier Lease and Maintenance was conducted in 2011. Nine (9) proposals were received, two firms were interviewed and the agreement was awarded to Toshiba Business Solutions.
- The City's Procurement and Contract Services Manager met with applicable City staff to discuss and identify needs. He then met with the Toshiba Representative and discussed options which were presented to and agreed upon by City staff.
- EMS billing staff person position was transferred from Fire to Finance approximately two (2) years ago. Their current multifunction device will not fit into their new office and due to HIPAA laws and the sensitive data that is being handled a copier will need to be located in their office.
- Treasury has a smaller, less functional multifunction device than the current EMS unit, so it was decided to return Treasury's current unit and replace it with more robust unit.
- With the creation of the new Creative Services Department it was determined that they would need to have their own multifunction device.

- In 2016 Modification No. 5 was passed by Council which increased the term of the original contract by 34 months (Oct. 2016-July 2, 2019) which equated to an overall savings of \$75,205.04 for the City.

Impact/Analysis:

- The multifunction device changes and implementation will positively impact the workflow of those particular departments and those they serve.
- The overall fiscal impact is minimal: Total increases to the current lease will be \$257.06/mo. or \$3,084.72/yr.

Presenter: Ben Calia, Procurement and Contract Services Manager

Recommendation: FOR THE REASONS STATED ABOVE, STAFF RECOMMENDS ADOPTION OF AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Committee Recommendation: I MOVE TO RECOMMEND TO THE CITY COUNCIL ADOPTION OF AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT – CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City entered into Agreement No. 2012-002 with Toshiba Business Solutions on July 2, 2011 for the purpose of providing copier, scanner, printer and fax services; and

WHEREAS, pursuant to Modification No. 5, passed by the City Council, the term of Agreement No. 2012-002 was extended to July 2, 2019, resulting in cost savings of approximately \$75,000.00; and

WHEREAS, due to staffing changes and the relocation of staff members within departments, it has become necessary to procure additional copier, scanner, printer and fax machines; and,

WHEREAS, the City has prepared Modification No. 6 to Agreement 2012-002, attached hereto as Exhibit A and incorporated herein as if fully set forth, which stipulates the terms and conditions of said additional procurements, which consist of the movement of one (1) multifunction device from the Fire Department to the Treasury Division of the Finance Department, and the acquisition of two (2) new multifunction devices, one (1) each to be placed in the Finance Department and the Administration Department – Creative Services Division.

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

SECTION 1. That Modification No. 6 to Agreement No. 2012-002 be and hereby is approved and the City Manager is authorized to execute the same by and on behalf of the City.

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

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

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

Mayor Randall L. Rhoads

ATTEST:

BILL NO.

ORDINANCE NO.

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



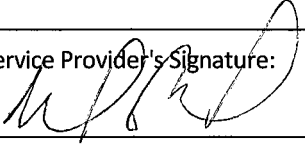
LEE'S SUMMIT MISSOURI

MODIFICATION No. 6 OF AGREEMENT 2012-002

<p>1. Modification Number and Date Modification #6 DATE: May 25, 2017</p>	<p>2. Agreement Number: 2012-002 Contract Period: October, 2016 through July 2, 2019</p>
<p>3. Procurement Officer: Ben Callia Telephone Number: 816-969-1083</p>	<p>4. Lease/Service Provider Address: Toshiba Business Solutions 2732 NE Independence Ave Lee's Summit, MO 64064</p>
<p>5. Issued by: City of Lee's Summit, MO Procurement and Contract Services Division 220 S.E. Green Street Lee's Summit, MO 64063</p>	
<p>6. Special Instructions: Lease/Service Provider is required to sign Block 8 showing acceptance of the below written modification and to return the original to address shown in Block 5 within 10 days after receipt, preferably by certified mail to insure a system of positive receipts. Modification shall be effective on the day of the City Manager's signature, unless otherwise designated.</p>	
<p>7. Description of Modification: Replace Exhibit A-2 Revised 8-12-2016 with Exhibit A-2 Revised 5-25-2017.</p> <p>The modified Exhibit A-2 Revised 5-25-2017 reflects the following:</p> <ul style="list-style-type: none"> • Finance Departments eStudio 356, serial No. C2D233740 will be relocated to the Treasury Department. • Treasury Departments eStudio 256, serial No. C2D230515 will be returned to Toshiba and removed from the current agreement. • Finance Department will be getting a Lexmark XM1145 for the EMS billing staff person. • Creative Services Division of Administration is getting a eStudio 3555C for the new Division. • All other contractual items and terms shall remain in effect for the duration of the lease and maintenance contract term. <p>This is a 'increase in cost' modification:</p> <p>Current monthly cost is \$6,439.48-annual cost is \$77,273.76</p> <p>New monthly cost will be \$6,696.54 -annual cost will be \$80,358.48</p> <p>Changes result in an overall monthly increase of \$257.06/Mo and overall yearly increase of \$3,084.72</p>	



LEE'S SUMMIT MISSOURI

<p>8. Lease/Service Provider's Signature: </p> <hr/> <p>Name <u>VICE PRESIDENT</u> <u>5-30-2017</u></p> <p>Title _____ Date _____</p>	<p>9. City of Lee's Summit, Missouri</p> <hr/> <p>Stephen A. Arbo, City Manager Date _____</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Office of the City Attorney Date _____</p>
<p>10. Distribution: Original: Bid File Copies to: Lease/Service Provider Using departments</p>	

Department	Toshiba - Right-Sized Fleet	Access. P/S/F/Fin/Int/HP/LCF	Serial Number	Monthly cost per unit	Volume	Maint. Cost/mo.	PaperCut	Total Monthly Cost
Municipal Court	eStudio356	C/P/S/F/Fin/2 Dr.	C2D230733	\$65.00	4,450	\$17.36	\$8.05	\$90.41
Municipal Court	eStudio256	C/P/S/F/2 Dr.	C2D233199	\$49.00	1,300	\$5.07	\$8.05	\$62.12
Police Admin	eStudio356	C/P/S/F/Int. Fin/2 Dr.	C2D234317	\$62.29	6,900	\$26.91	\$8.05	\$97.25
Police Detention	eStudio256	C/P/S/F/2 Dr.	C2D230477	\$49.00	50	\$0.20	\$8.05	\$57.25
Police Dispatch	eStudio256	C/P/S/F/2 Dr.	C2D233087	\$49.00	1,900	\$7.41	\$8.05	\$64.46
Police Investigation	eStudio3540c	C/P/S/F/Fin/2 Dr.	CQC221052	\$143.05	4,000	\$15.60	\$8.05	\$250.55
Police Investigation (color)	eStudio3540c	C/P/S/F/Fin/2 Dr.			2,150	\$83.85		
Police Patrol	eStudio456	C/P/S/F/Fin/LCF	C2D235897	\$70.00	3,900	\$15.21	\$8.05	\$93.26
Police PSO/Report	eStudio256	C/P/S/F/2 Dr.	C2D230472	\$49.00	500	\$1.95	\$8.05	\$59.00
Police Records	eStudio356	C/P/S/F/Fin/2 Dr.	C2D230743	\$65.00	2,500	\$9.75	\$8.05	\$82.80
Police Training	eStudio256	C/P/S/F/2 Dr.	C2D233188	\$49.00	500	\$1.95	\$8.05	\$59.00
Prosecutor's Office	eStudio3540c	C/P/S/F/2 Dr.	CQC220685	\$170.00	2,100	\$8.19	\$8.05	\$217.44
Prosecutor's Office (color)	eStudio3540c	C/P/S/F/2 Dr.			800	\$31.20		
Animal Control	eStudio256	C/P/S/F/2 Dr.	C2D233166	\$49.00	1,900	\$7.41	\$8.05	\$64.46
PW Operations Streets	eStudio3540c	C/P/S/F/Fin/LCF/HP	CQC220729	\$151.00	2,900	\$11.31	\$8.05	\$240.56
PW Operations Streets (color)	eStudio3540c	C/P/S/F/Fin/LCF/HP			1,800	\$70.20		
Vehicle Maint/Fleet	eStudio2540c	C/P/S/F/LCF	CHC229839	\$100.00	1,900	\$7.41	\$8.05	\$119.36
Vehicle Maint/Fleet (color)					100	\$3.90		
ITS Dept	eStudio2540c	C/P/S/F/2 Dr.	CHC229780	\$100.00	1,100	\$4.29	\$8.05	\$161.09
ITS Dept (color)	eStudio2540c	C/P/S/F/2 Dr.			1,250	\$48.75		
Fire HQ Admin	eStudio4540c	C/P/S/F/S.S. Fin/LCF	CMD218990	\$140.00	3,900	\$15.21	\$8.05	\$256.86
Fire HQ Admin (color)	eStudio4540c	C/P/S/F/S.S. Fin/LCF			2,400	\$93.60		
Administration	eStudio4540c	C/P/S/F/Fin/LCF/HP	CMD219319	\$140.00	2,800	\$10.92	\$8.05	\$229.17
Administration (color)	eStudio4540c	C/P/S/F/Fin/LCF/HP			1,800	\$70.20		
Admin (Creative Services Division)	eStudio3555C	C/P/S/F/Fin/LCF/HP	C7KC31939		2,800	\$10.92	\$8.05	\$291.52
Admin (Creative Services Division) color	eStudio3555C	C/P/S/F/Fin/LCF/HP		\$202.35	1,800	\$70.20		
Central Building Serv	eStudio256	C/P/S/F/2 Dr.	C2D230565	\$49.00	400	\$1.56	\$8.05	\$58.61
City Clerk	eStudio4540c	C/P/S/F/Fin/LCF	CMD219021	\$140.00	6,700	\$26.13	\$8.05	\$435.48
City Clerk (color)					6,700	\$261.30		
Codes	eStudio356	C/P/S/F/Fin/2 Dr.	C2D234383	\$65.00	2,900	\$11.31	\$8.05	\$84.36
Finance Dept	eStudio556	C/P/S/F/Fin/LCF/HP	CGE212043	\$120.00	7,600	\$29.64	\$8.05	\$157.69
Finance Dept (formerly Fire Billing)	Lexmark XM1145	C/P/S/F/2 Dr.	701530HH01MCY	\$12.00	2000	\$7.80	\$8.05	\$27.85
Human Resources	eStudio456	C/P/S/F/Fin/LCF	C2D233536	\$71.00	7,700	\$30.03	\$8.05	\$109.08
Legal	eStudio4540c	C/P/S/F/Fin/LCF	CMD218983	\$140.00	5,500	\$21.45	\$8.05	\$239.70
Legal (color)					1,800	\$70.20		
Mailroom	eStudio6550CT	C/P/S/F/S.S. Fin/Ext. LCF/HP	CLD211410	\$230.00	2,900	\$11.31	\$8.05	\$366.36
Mailroom (color)	eStudio6550CT	C/P/S/F/S.S. Fin/Ext. LCF/HP			3,000	\$117.00		
Parks & Recreation - Admin	eStudio4540c	C/P/S/F/Fin/LCF	CMD219314	\$140.00	3,800	\$14.82	\$8.05	\$396.87
Parks & Recreation - Admin (color)					6,000	\$234.00		
Planning & Dev Admin	eStudio256	C/P/S/F/Fin/2 Dr.	C2D233126	\$49.00	5,000	\$19.50	\$8.05	\$76.55
Planning & Dev Admin	eStudio6550CT	C/P/S/F/Fin/LCF	CLD211405	\$196.00	6,700	\$26.13	\$8.05	\$464.18
Planning & Dev Admin (color)					6,000	\$234.00		
Public Works Eng	eStudio6550CT	C/P/S/F/Fin/LCF/HP	CLD211403	\$200.00	7,900	\$30.81	\$8.05	\$511.86
Public Works Eng (color)					7,000	\$273.00		
Public Works Eng	eStudio4540c	C/P/S/F/Fin/LCF/HP	SMK180063	\$140.00	9,200	\$35.88	\$8.05	\$261.93
Public Works Eng (color)					2,000	\$78.00		
Purchasing Dept	eStudio4540c	C/P/S/F/Fin/LCF	CMD218999	\$140.00	2,600	\$10.14	\$8.05	\$160.80

Department	Toshiba - Right-Sized Fleet	Access. P/S/F/Fin/Int/HP/LCF	Serial Number	Monthly cost per unit	Volume	Maint. Cost/mo.	PaperCut	Total Monthly Cost
Municipal Court	eStudio356	C/P/S/F/Fin/2 Dr.	C2D230733	\$65.00	4,450	\$17.36	\$8.05	\$90.41
Municipal Court	eStudio256	C/P/S/F/2 Dr.	C2D233199	\$49.00	1,300	\$5.07	\$8.05	\$62.12
Police Admin	eStudio356	C/P/S/F/Int. Fin/2 Dr.	C2D234317	\$62.29	6,900	\$26.91	\$8.05	\$97.25
Police Detention	eStudio256	C/P/S/F/2 Dr.	C2D230477	\$49.00	50	\$0.20	\$8.05	\$57.25
Police Dispatch	eStudio256	C/P/S/F/2 Dr.	C2D233087	\$49.00	1,900	\$7.41	\$8.05	\$64.46
Police Investigation	eStudio3540c	C/P/S/F/Fin/2 Dr.	CQC221052	\$143.05	4,000	\$15.60	\$8.05	\$250.55
Police Investigation (color)	eStudio3540c	C/P/S/F/Fin/2 Dr.			2,150	\$83.85		
Police Patrol	eStudio456	C/P/S/F/Fin/LCF	C2D235897	\$70.00	3,900	\$15.21	\$8.05	\$93.26
Police PSO/Report	eStudio256	C/P/S/F/2 Dr.	C2D230472	\$49.00	500	\$1.95	\$8.05	\$59.00
Police Records	eStudio356	C/P/S/F/Fin/2 Dr.	C2D230743	\$65.00	2,500	\$9.75	\$8.05	\$82.80
Police Training	eStudio256	C/P/S/F/2 Dr.	C2D233188	\$49.00	500	\$1.95	\$8.05	\$59.00
Prosecutor's Office	eStudio3540c	C/P/S/F/2 Dr.	CQC220685	\$170.00	2,100	\$8.19	\$8.05	\$217.44
Prosecutor's Office (color)	eStudio3540c	C/P/S/F/2 Dr.			800	\$31.20		
Animal Control	eStudio256	C/P/S/F/2 Dr.	C2D233166	\$49.00	1,900	\$7.41	\$8.05	\$64.46
PW Operations Streets	eStudio3540c	C/P/S/F/Fin/LCF/HP	CQC220729	\$151.00	2,900	\$11.31	\$8.05	\$240.56
PW Operations Streets (color)	eStudio3540c	C/P/S/F/Fin/LCF/HP			1,800	\$70.20		
Vehicle Maint/Fleet	eStudio2540c	C/P/S/F/LCF	CHC229839	\$100.00	1,900	\$7.41	\$8.05	\$119.36
Vehicle Maint/Fleet (color)					100	\$3.90		
ITS Dept	eStudio2540c	C/P/S/F/2 Dr.	CHC229780	\$100.00	1,100	\$4.29	\$8.05	\$161.09
ITS Dept (color)	eStudio2540c	C/P/S/F/2 Dr.			1,250	\$48.75		
Fire HQ Admin	eStudio4540c	C/P/S/F/S.S. Fin/LCF	CMD218990	\$140.00	3,900	\$15.21	\$8.05	\$256.86
Fire HQ Admin (color)	eStudio4540c	C/P/S/F/S.S. Fin/LCF			2,400	\$93.60		
Administration	eStudio4540c	C/P/S/F/Fin/LCF/HP	CMD219319	\$140.00	2,800	\$10.92	\$8.05	\$229.17
Administration (color)	eStudio4540c	C/P/S/F/Fin/LCF/HP			1,800	\$70.20		
Admin (Creative Services Division)	eStudio3555C	C/P/S/F/Fin/LCF/HP	C7KC31939		2,800	\$10.92	\$8.05	\$291.52
Admin (Creative Services Division) color	eStudio3555C	C/P/S/F/Fin/LCF/HP		\$202.35	1,800	\$70.20		
Central Building Serv	eStudio256	C/P/S/F/2 Dr.	C2D230565	\$49.00	400	\$1.56	\$8.05	\$58.61
City Clerk	eStudio4540c	C/P/S/F/Fin/LCF	CMD219021	\$140.00	6,700	\$26.13	\$8.05	\$435.48
City Clerk (color)					6,700	\$261.30		
Codes	eStudio356	C/P/S/F/Fin/2 Dr.	C2D234383	\$65.00	2,900	\$11.31	\$8.05	\$84.36
Finance Dept	eStudio556	C/P/S/F/Fin/LCF/HP	CGE212043	\$120.00	7,600	\$29.64	\$8.05	\$157.69
Finance Dept (formerly Fire Billing)	Lexmark XM145	C/P/S/F/2 Dr.	701530HH01MCY	\$12.00	2000	\$7.80	\$8.05	\$27.85
Human Resources	eStudio456	C/P/S/F/Fin/LCF	C2D233536	\$71.00	7,700	\$30.03	\$8.05	\$109.08
Legal	eStudio4540c	C/P/S/F/Fin/LCF	CMD218983	\$140.00	5,500	\$21.45	\$8.05	\$239.70
Legal (color)					1,800	\$70.20		
Mailroom	eStudio6550CT	C/P/S/F/S.S. Fin/Ext. LCF/HP	CLD211410	\$230.00	2,900	\$11.31	\$8.05	\$366.36
Mailroom (color)	eStudio6550CT	C/P/S/F/S.S. Fin/Ext. LCF/HP			3,000	\$117.00		
Parks & Recreation - Admin	eStudio4540c	C/P/S/F/Fin/LCF	CMD219314	\$140.00	3,800	\$14.82	\$8.05	\$396.87
Parks & Recreation - Admin (color)					6,000	\$234.00		
Planning & Dev Admin	eStudio256	C/P/S/F/Fin/2 Dr.	C2D233126	\$49.00	5,000	\$19.50	\$8.05	\$76.55
Planning & Dev Admin	eStudio6550CT	C/P/S/F/Fin/LCF	CLD211405	\$196.00	6,700	\$26.13	\$8.05	\$464.18
Planning & Dev Admin (color)					6,000	\$234.00		
Public Works Eng	eStudio6550CT	C/P/S/F/Fin/LCF/HP	CLD211403	\$200.00	7,900	\$30.81	\$8.05	\$511.86
Public Works Eng (color)					7,000	\$273.00		
Public Works Eng	eStudio4540c	C/P/S/F/Fin/LCF/HP	SMK180063	\$140.00	9,200	\$35.88	\$8.05	\$261.93
Public Works Eng (color)					2,000	\$78.00		
Purchasing Dept	eStudio4540c	C/P/S/F/Fin/LCF	CMD218999	\$140.00	2,600	\$10.14	\$8.05	\$160.80

Packet Information

File #: TMP-0513, **Version:** 1

AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.

Key Issues:

Human Resources operations have changed rapidly in recent years, and it is the objective of the organization to be able to efficiently adapt to those existing changes as well as future needs and expectations from Human Resources.

The City employs approximately 1,000 people during peak seasonal periods. Many, if not most, of the City's jobs or positions are highly regulated either by professional standards or minimum requirements, are technical in nature, or are subject to difficult working conditions. The diversity of job types and number of employees creates a variety of HR challenges related to employee training, risk management, compensation and benefit management, organizational policies and procedures, recruitment, compliance with rules and regulations, discipline and investigations, and other services or functions classically attributed to HR.

Similar to the assessment of the City's development process, the City is seeking an assessment of the organization's HR needs and recommendations as to how to best address those needs so that they can be delivered efficiently, consistently, and with a customer service approach.

Approval of this ordinance will award RFP 2017-110 to the Novak Consulting Group.

- 122 firms were notified via e-bidding service Public Purchase.
- 7 firms on the project vendor list were notified of the RFP advertisement via email.
- RFP advertisement was posted on the City's website.
- 8 responses received.
- 2 responses were deemed non-responsive due to noncompliance to RFP Requirements.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.

Background:

The organization has not completed an assessment of this type for HR in a very long time. Meanwhile, the organization has dramatically changed over the last 10 years. The HR assessment will help guide the HR Department as the organization continues to grow and mature.

Presenter: Nick Edwards | Director of Administration

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.

Committee Recommendation: N/A

BILL NO. 16

AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.

WHEREAS, in order to better identify and fulfill the organization's dynamic and changing needs with regard to human resources functions, the City has identified as an objective a comprehensive evaluation of processes and procedures of the Human Resources Department; and,

WHEREAS, it was determined that the best method of identifying the organization's needs with respect to human resources functions was to engage the assistance of professional firms who specialize in assessments of organizational human resource functions; and,

WHEREAS, the City advertised RFP 2017-110 to identify qualified firms that can provide an assessment of human resources functions with the key objectives of identifying organizational needs and priorities as they pertain to human resources, with an additional request for the optional provision of services related to a comprehensive update to the City's Personnel Policies; and,

WHEREAS, the RFP was advertised by the City to 122 potential firms through its e-procurement system, Public Purchase, and was additionally posted on the City's website and sent directly to seven (7) firms directly via e-mail; and,

WHEREAS, as of the close of the time for responses, a total of eight (8) proposals were received, of which six (6) were deemed responsive; and,

WHEREAS, based upon the evaluation of the responses, the project evaluation committee recommended award of RFP No. 2017-110 to the Novak Consulting Group, Inc.; and,

WHEREAS, funding for this project has been specifically outlined in the City's FY2018 Budget.

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

SECTION 1. That RFP No. 2017-110 for the provision of assessment services relating to the human resources functions of the organization be and hereby is awarded to The Novak Consulting Group, Inc.

SECTION 2. That Agreement No. 2017-110 by and between the City of Lee's Summit and the Novak Consulting Group, Inc. be and is hereby approved, and the City Manager is 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. 16

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

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

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

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

This AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and The Novak Consulting Group, a company in the State of Ohio, hereinafter referred to as "Service Provider." WITNESSETH:

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

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

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

1. City employs Service Provider to perform the Original Scope of Services as outlined in the documents referenced below. City further reserves the right to enact the Additional Scope of Services as outlined in the documents referenced below on or before the expiration of the Term of this Agreement as outlined herein.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2017-110 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); the Original Scope of Services ("Original Scope of Services") and the Additional Scope of Services ("Additional Scope of Services"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Original Scope of Services, including reimbursement of authorized expenses, exceed the sum of Thirty Seven Thousand Eight Hundred Dollars (\$37,800.00).

In the event that the City elects to enact the Additional Scope of Services, It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Additional Scope of Services, including reimbursement of authorized expenses, exceed the sum of Ten Thousand Dollars (\$10,000.00).

If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. The Term of this Agreement as it pertains to the Original Scope of Services shall be from the date stated above through August 30, 2017. In the event that City elects to enact the Additional Scope of Services, the Term of this Agreement may be extended by written modification between the parties, but shall not extend past one (1) year from date of execution of this Agreement. All pricing identified on the pricing pages shall be in effect for the stated agreement term.
5. This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Ben Calton
Procurement Officer of Record

Stephen A. Arbo, City Manager

Date

APPROVED AS TO FORM

Office of the City Attorney

The Novak Consulting Group
Company Name

J. D. Novak 5/9/2017
Company Authorized Signature Date

JULIA D. NOVAK, PRESIDENT
Print Name and Title of Authorized Person

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
 220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
 Phone: 816-969-1083 Fax: 816-969-1081
 Email: ben.calia@cityofls.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO: 2017-110

The City of Lee's Summit will accept electronically submitted proposals via Public Purchase from qualified persons or firms interested in providing the following:

**CITY OF LEE'S SUMMIT (COLS) HUMAN RESOURCES (HR) DEPARTMENT ASSESSMENT
 IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF THURSDAY, APRIL 6, 2017, 2:00 P.M. LOCAL TIME

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR MONDAY, MARCH 27, 2017,
 AT 1:30 P.M. IN THE ADMINISTRATION CONFERENCE ROOM, EAST END, 2ND FLOOR CITY HALL**

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 closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(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	The Novak Consulting Group		Authorized Person (Print)	<i>J. Novak</i>	
Address	1776 Mentor Avenue, Cincinnati, OH 45212		Signature	_____ President	
City/State/Zip	513-221-0500	513-221-3100	Title	4/3/2017	26-3977506
Telephone #	Fax #		Date	Tax ID #	
E-mail	jnovak@thenovakconsultinggroup.com		Entity Type	S-corp	

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page <u> 5 </u> - <u> 9 </u>
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page <u> 10-12 </u>
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page <u> 13 </u> - <u> 18 </u>
J.	COST: Forms provided (6A and 6B)	Page <u> 19-20 </u>
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page <u> -- </u>
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page <u> -- </u>

City of Lee's Summit
Human Resources Department
Assessment

April 6, 2017





April 6, 2017

Ben Calia, CPPB
Procurement and Contract Services Manager
City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063

Dear Mr. Calia:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local governments and nonprofit organizations. The firm was originally established as Public Management Partners in 2001. Since then, we have been providing our clients with the best thinking and execution in organizational design, development, and improvement.

We are pleased to submit this proposal for a Human Resources Department Assessment to the City of Lee's Summit. This proposal is based on our review of the City's Request for Qualifications as well as our experience completing similar work for other jurisdictions across the country.

Our project team for Lee's Summit is composed of skilled professionals, seasoned in local government with direct experience in all facets of local government operations. Our team has had significant success working with many local governments to review operations, processes, and staffing with the goal of improving organizational performance and efficiency. We are confident our customized approach will provide the City with a plan for optimizing the provision of human resource services in the organization.

We look forward to the opportunity to serve Lee's Summit in this engagement. Please contact me at (513) 309-0444 or jnovak@thenovakconsultinggroup.com should you have any questions.

Sincerely,

Julia D. Novak
President



**RFP NUMBER 2017-110
ADDENDUM NO: 1**

The original Request for Proposal 2017-110 for **City of Lee's Summit Human Resources Department Assessment** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

PRE-PROPOSAL CONFERENCE

DATE/TIME: Monday, March 27, 2017 at 1:30 PM

The **Pre-Proposal** Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the request, by allowing conference participants to ask questions. The City intends to make an award to a responsive and responsible firm through an open and competitive procurement process; one that will satisfy all the requirements in the most economical manner deemed to be in the best interest of the City.

The **Pre-Proposal Conference** was opened with introductions and a statement of purpose by the Procurement and Contract Services Manager, Ben Calia, CPPB.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: **Q = Question, A = Answer, C = Clarification and S = Statement**

RFP DOCUMENTS AND TECHNICAL SPECIFICATIONS:

The RFP Documents for the above referenced project are hereby amended in the following particulars only; all other conditions remain unchanged.

S. The first sentence of Section 4.1 Question cutoff and time shall now read as follows: The cutoff date and time for questions is Friday, March 31, 2017 Noon Local Time.

S. FORM NO. 6D TOTAL COST shall now read as follows: FORM NO: 6B: TOTAL COST.

Q. Risk management is typically not included as an HR function. Request clarification that the City is requiring review of Risk Management function as part of the scope of work?

A. The City is not referring to property and liability risk, we are talking about workers compensation and safety to the extent it would be considered a normal part of the HR function. This would need to be provided as part of your analysis.

Q. AS it relates to the HR policy manual review, what is the City's interest in pertaining to that scope of work?

A. As it pertains to the first scope of work, the City would prefer the selected firm to review our current HR policy manual and identify the critical "key gaps" if any. Are there generally any policies that the City has or does not have that the City would need to have revised to be in compliance with Federal, State and local laws. The alternate scope is requiring a redrafting of our HR Policy to include better language, clear definitions, a full review.

Q. Pertaining to request for additional scope, you request that we submit a separate proposal. For that proposal should we fill out the same forms as required for the original scope of services. What forms should be utilized for the additional scope?

A. Proposers should utilize FORM NO. 5 PROJECT APPROACH NARRATIVE and identify scope one for that piece of work and identify scope number two as your additional scope response. Also, FORM NO. 6B: TOTAL COST is split out to allow the provision of pricing for both the original scope of work as well as the additional scope of work.

Q. What HRIS system does the City utilize?

A. The City does not have a HRIS system. We have an ERP system (Lawson). This system has multiple modules in which some have or have not been implemented. We do have the basic module for payroll, but we do not have a formal, traditional HRIS system.

Q. What is the City utilizing for admin tracking, the same system?

A. The City utilizes Lawson for benefits management, position control and job setup. We do not have an applicant tracking system.

Q. Is there a copy of existing HR Policy available online or would we be able to see a copy prior to issuing a bid?

A. A PDF version of the City's Human Resources Policy will be made available on Public Purchase.

Q. Is this engagement intended to be a general efficiency and improvement project or are there specific circumstances or things that led to issuing this RFP?

A. The City has had some leadership challenges in the HR Department. HR has not been able to fulfill the needs of the organization. There have been some staff changes due to said challenges. We are trying to identify the needs of the organization and how our HR department should be organized and the activities and processes they need to have to deliver those.

Q. Do you have large fluctuations of hiring during the summer, like seasonals, I see 1,000 employees, is that very constant?

A. One of the challenges is the semi-decentralization of HR functions that has created some issues. For example our Parks department that hires life guards and soccer referees, they are primarily very busy during early Spring to staff in place for Summer activities. This semi-decentralization has created challenges pertaining to compliance with federal and state regulations. Our Police Department is another challenge as it pertains to the hiring of police officers. We usually have five to ten vacancies a month not including Police or Parks.

Q. Would part of the submittal be to build/provide recommendations for those departments (Parks and Police)?

A. Correct. The City's goal is how structure our HR Department. If the departments are customers, how can the HR department meet the needs of its customers. Should the department remain as decentralized as it is now or should it be more centralized with more staff to provide consistency and efficiency, we don't know from an organizational structure and assignment perspective what the best direction to pursue.

Q. Who would be the point of contact for the duration of this study?

**A. Nick Edwards will be the Project Manager. The following is Mr. Edwards contact information:
Mr. Nick Edwards
Director of Administration
220 S.E. Green Street
Lee's Summit, MO 64063
PH: (816) 969-1015
Email: nick.edwards@cityofls.net**

Q. Is there a budget for this project?

A. The City has not established a budget at this time.

Q. Of the group that are listed as your current HR positions, are there other HR positions that are decentralized?

A. The City has the decentralization of HR functions, not the decentralization of HR professionals. Recommendations pertaining to this scenario are included as part of the scope of work.

Q. Pertaining to decentralized HR services. Is the assumption that they are following their own processes?

A. This should be encompassed as part of the review and what oversight is being given.

Q. So it is not just a process for the five identified HR positions?

A. JM-It is not only the positions but the overall HR processes and how they are coordinated between the departments and the HR Department that should be included in the review.

Q. Is there a current organizational chart for the City?

A. Yes, an abbreviated version of the City's organization chart and separate organizational charts (inclusive of Police, Fire and Parks departments) will be made available on Public Purchase.


Q. The RFP references the Human Resources Department, but the website refers to the Human Resources Division. Is HR a department or division?

A. NE-Formally, Human Resources is classified as a division within the Administration Department.

ACKNOWLEDGEMENT

Each proposer shall acknowledge receipt of this Addendum No. 1 of RFP No. 2017-110, titled City of Lee's Summit Human Resources Department Assessment by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal.

CERTIFICATION BY BIDDER

SIGNATURE 

TITLE President

COMPANY The Novak Consulting Group

DATE 4/3/2017

FORM NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

The Novak Consulting Group
 1776 Mentor Avenue
 Cincinnati, OH 45212

1a. Provider /Firm is: National ___ Regional ___ Local

1b. Year Provider/Firm Established: 2001

1c. Years of Experience providing RFP identified services for municipalities: 16

1d. Licensed to do business in the State of Missouri: Yes ___ No

1e. Principal contact information: Name, title, telephone number and email address:

Julia D. Novak, President
 513-309-0444
 jnovak@thenovakconsultinggroup.com

1f. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

Michelle Ferguson, Organizational Assessment Practice Leader
 Jenn Reichelt, Associate
 Josh Rauch, Analyst

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A

3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing _____ Public Entity Human Resources Department Assessments

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing Public Entity Human Resources Department Assessments
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing Public Entity Human Resources Department Assessments
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Lexington-Fayette Urban County Government, Kentucky (LFUCG)

Completion Date (Actual or Estimated):

November 2015 to March 2016

Project Owners Name & Address:

Lexington-Fayette Urban County Government, Kentucky
 250 E. Main Street, Lexington, KY 40507

Project Owner's Contact Person, Title & Telephone Number:

Sally Hamilton, Chief Administrative Officer
 (859) 258-3133 shamilton2@lexingtonky.gov

Estimated Cost (in Thousands) for Entire Project: \$

\$72,500

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

\$72,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

LFUCG, a consolidated city-county government, retained the services of The Novak Consulting Group to conduct a detailed assessment of staffing and processes of the HR Department. The engagement included a review of technology requirements related to the LFUCG's ERP, as well as feedback from key organizational stakeholders regarding operational needs.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Ferguson, Rauch

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Loudoun County, Virginia

Completion Date (Actual or Estimated):

November 2016 to January 2017

Project Owners Name & Address:

Loudoun County, Virginia
1 Harrison Street, SE, 4th Floor, Leesburg, VA 20175

Project Owner's Contact Person, Title & Telephone Number:

Jeanette Green, Human Resource Director
(703) 737-8632 Jeanette.Green@loudoun.gov

Estimated Cost (in Thousands) for Entire Project: \$

\$29,900

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

\$29,900

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

The County engaged The Novak Consulting Group to assist in the development of a long-term staffing plan for the Human Resource Department. Due to rapid growth within the government, the Human Resource Department needed a structural and staffing realignment in order to meet increasing demand for HR services.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Ferguson, Reichelt, Rauch

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

City of Wilmington, North Carolina

Completion Date (Actual or Estimated):

February 2016 to May 2016

Project Owners Name & Address:

City of Wilmington, North Carolina
102 North Third Street, Wilmington, NC 28402-1810

Project Owner's Contact Person, Title & Telephone Number:

Tony Caudle, Deputy City Manager
(910) 341-4658 tony.caudle@wilmingtonnc.gov

Estimated Cost (in Thousands) for Entire Project: \$

\$24,500

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

\$24,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

The City engaged The Novak Consulting Group to conduct a review of the City's Human Resources Department to identify efficiency and effectiveness opportunities. The study also included a detailed assessment of staffing needs for the organization.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Ferguson, Rauch

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

City of Boulder, Colorado

Completion Date (Actual or Estimated):

November 2012 to January 2013

Project Owners Name & Address:

City of Boulder, Colorado
1777 Broadway, Boulder, CO 80302

Project Owner's Contact Person, Title & Telephone Number:

Jane Brautigam, City Manager
(303) 441-3090 BrautigamJ@bouldercolorado.gov

Estimated Cost (in Thousands) for Entire Project: \$

\$19,500

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

\$19,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

The Novak Consulting Group has completed multiple engagements, including a review of the Human Resource function that lead to significant reorganization and the reemergence of the HR department as the keeper of the organizational culture and true partner to operating departments, providing effective internal services consistent with the organization's values.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Ferguson

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

City of Rochester Hills, Michigan

Completion Date (Actual or Estimated):

December 2015 to April 2016

Project Owners Name & Address:

City of Rochester Hills, Michigan
1000 Rochester Hills Drive, Rochester Hills, MI 48309

Project Owner's Contact Person, Title & Telephone Number:

Mayor Bryan Barnett
(248) 656-4664 barnettb@rochesterhills.org

Estimated Cost (in Thousands) for Entire Project: \$

\$32,500

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

\$32,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

The Mayor engaged The Novak Consulting Group to assist the Human Resource Department in developing an improved service delivery model for the organization. The project included a detailed review of all HR functions, interviews with key organizational stakeholders, a City-wide survey of all employees, and a workload and staffing review.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Ferguson, Kadish

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

a. Name and Title:

Michelle L. Ferguson, Organizational Assessment Practice Leader

b. Project Assignment:

Project Manager

c. Name of Service Provider/Firm with which associated:

The Novak Consulting Group

d. Years Experience:

With this service provider/firm 7 other service providers/firms 13+

e. Education: Degree(s)/Year/Specialization:

Master of Public Administration, University of Kansas; Bachelor of Arts, Loyola University - Chicago

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

Michelle has over 20 years of management experience in local government, and she currently serves as the organizational assessment practice leader for The Novak Consulting Group, having been with the firm since its inception.

Michelle began her consulting career in 2005 following 10 years of direct experience in local government management, which included serving as assistant county manager in Arlington County, Virginia.

Michelle excels at helping local governments continuously improve their organizations and enhance service to the public. She is skilled in project management, process improvement strategies, performance measurement, consent building, and public process design.

As organizational assessment practice leader, Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to structure, staffing, and processes within departments across the country. Specific department reviews have included development review, parks and recreation, public works, human services, human resources, capital budgeting, and collections. Additionally, she has provided customized training in the development and use of performance measures to assist numerous organizations continuously improve service delivery.

Michelle is also a skilled facilitator, able to bring diverse groups of people together to articulate shared visions and priorities. She has lead strategic planning engagements at the community, organizational, and department levels, and she has facilitated numerous staff and governing body retreats.

During her tenure with Arlington County, Michelle oversaw the daily management and implementation of the County's capital program. She also led the organization-wide performance measurement initiative establishing their Balanced Scorecard. Prior to Arlington County, Michelle served as assistant city manager in Overland Park, Kansas.

Michelle earned a bachelor's degree in political science from Loyola University-Chicago and a master's degree in public administration from the University of Kansas. She is a member of the International City/County Management Association. She also served as the president of the Metropolitan Association of Local Government Assistants in Washington, D.C and has presented at state and national conferences on topics such as strategic planning, effective governing bodies, and council-staff relations.

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

a. Name and Title:

Jenn Reichelt, Associate

b. Project Assignment:

Jenn Reichelt - Consultant

c. Name of Service Provider/Firm with which associated:

The Novak Consulting Group

d. Years Experience:

With this service provider/firm 9 mos other service providers/firms 16

e. Education: Degree(s)/Year/Specialization:

Master of Public Administration, Northern Arizona University; Bachelor of Science, Northern Arizona University

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

Jenn Reichelt has 16 years of experience in local government management, most recently as deputy city manager for the City of Great Falls, Montana. Prior to her time in Montana, she worked for the City of Glendale, Arizona for 10 years.

Jenn joined The Novak Consultant Group in June 2016 and brings with her a wealth of knowledge in the areas of human resources management and labor management. She is adept in collective bargaining, mediation, fact-finding, and arbitration processes. Jenn has a strong background in community engagement, public outreach, and media relations, as well as crisis and emergency management. She is skilled at working with diverse stakeholders and building consensus.

Throughout her career, Jenn has coordinated the development of successful citizen outreach and communication plans for departments as well as larger community-wide initiatives. Some of the larger projects she has worked on include the 2010 Census, a capital improvement bond election, a public safety sales tax election, and construction and transportation projects.

During her tenure in Great Falls, Jenn oversaw all human resources and personnel activities which included working with the City's 10 labor unions. She coordinated the city's communication efforts and served as the city's primary public information officer. Jenn improved customer service, internal operations, and increased revenue opportunities at the Great Falls Animal Shelter and Mansfield Performing Arts Center. In addition, she managed the city's five Tax Increment Financing Districts (TIF) and assisted applicants in receiving more than \$11 million in TIF funding.

In Glendale, Jenn served as the deputy marketing & communications director. She led the city's downtown redevelopment efforts and assisted in the development of Glendale's Sports & Entertainment District. She oversaw the city's tourism efforts which included the creation of a Convention & Visitors Bureau and the city's advertising, sports marketing, and branding campaigns. Jenn served as a city spokesperson and assisted in mega-event planning for events such as the 2008 Super Bowl, WrestleMania XXVI, Fiesta Bowls, and Cactus League Spring Training games for the Los Angeles Dodgers and Chicago White Sox.

Jenn earned a bachelor's degree in business administration and a master's degree in public administration from Northern Arizona University. She is a member of the International City/County Management Association (ICMA) and a graduate of Leadership ICMA and the Weldon Cooper Center for Public Service Senior Executive Institute.

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

a. Name and Title:

Joshua Rauch, Analyst

b. Project Assignment:

Josh Rauch - Analyst

c. Name of Service Provider/Firm with which associated:

The Novak Consulting Group

d. Years Experience:

With this service provider/firm 2 other service providers/firms 6

e. Education: Degree(s)/Year/Specialization:

Master of Public Administration, University of Kansas; Bachelor of Arts, Political Science, University of Dayton

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

Josh has experience in several local government settings, most recently with the Economic Development Division of the City of Springfield, Ohio. While there, he assisted with business retention and expansion activities, provided staff support for tax incentive negotiations and reporting, and helped develop the City's marketing strategy.

Josh began his career as an undergraduate intern with the City of Dayton, Ohio. He organized community engagement events for young adults working in Dayton over the summer months. He built on this experience during graduate school when he began working for the City of Mission, Kansas. There he helped coordinate a variety of community events, including public budget hearings, community input sessions, and a successful attempt to set the Guinness World Record for the Largest Painting Made with Footprints. He also managed the City's property maintenance code enforcement program and neighborhood assistance programs.

Aside from community engagement activities, Josh has helped formulate, implement, and administer new policies and programs related to transportation funding, social media engagement, code enforcement and neighborhood assistance, information technology, sustainability planning, and performance measurement.

As a consultant, Josh has provided analytical support for organizational and operational reviews involving a wide array of functions, including fire staffing, human resources, economic development, public works, information technology, and administration.

Josh earned a bachelor's degree from the University of Dayton and a master's degree in public administration from the University of Kansas. He is a member of the International City/County Management Association.

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

The City of Lee's Summit is interested in engaging the assistance of an outside consultant to conduct an evaluation of the Human Resources Department. The purpose of this assessment is to review existing practices, policies, procedures, and structures to identify best practices and opportunities for improvement in the delivery of human resources services to the City.

To meet this need in the review of the Department, The Novak Consulting Group proposes to use our "Six R" approach. This involves soliciting and collecting information on HR Responsibilities, Resources, Requirements, and Results in order to identify possible organizational and operational Revisions with an associated Roadmap to implement positive change. This approach is depicted in the following graphic:

The Novak Consulting Group	
<hr/>	
Company Name	
1776 Mentor Avenue	
<hr/>	
Address	
Cincinnati, OH 45212	
<hr/>	
City/State/Zip	
513-221-0500	513-221-3100
<hr/>	
Telephone #	Fax #
26-3977506	
<hr/>	
Tax ID No.	

Julia D. Novak
<hr/>
Authorized Person (Print)
<i>J. Novak</i>
<hr/>
Signature
President
<hr/>
Title
4/3/2017
<hr/>
Date
S Corp
<hr/>
Entity Type:

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

- Responsibilities refer to the sources and level of mandate/direction for HR services. These may derive from Federal/State mandate, direction from the local council through ordinance or resolution, and/or internal direction derived from annual vision/mission/goals and objectives. We will review all HR services to determine source and level of mandate in order to better understand service level constraints and opportunities for change.
- Resources refer to all assets available to the organization to achieve its respective responsibilities. These resources may include the following: time; human resources/available department staffing; management capacity/capability; financial position/forecasts; contractual services (as internal service supplement or replacement); technological assets (hardware, software, communications, training); and physical assets (buildings, equipment, vehicles).
- Requirements refer to the sources of direction to HR management and staff regarding service approach and methodology. These sources provide staff with direction on how they should approach their respective tasks and complete their assignments. These sources may derive from formal law/codes or adopted policies and procedures to less formal mechanisms including continuation of past practice through initial or on-the-job training. We will review and assess HR services and process requirements to better understand existing business processes and opportunities for positive change.
- Results refer to the service yield derived from the provided services. These services are the result of rationally developed/utilized process requirements applying available resources in pursuit of prioritized fulfillment of HR responsibilities. The results phase links current operations with future planning through measures of adequacy, efficiency, and effectiveness through management reporting to provide operational information resources for better management decision-making.
- Revisions refer to the depth and breadth of continuing change necessary to support improved performance as indicated from results and performance reporting. This change can range from a high level involving holistic or systemic issues (i.e., should we be in this business) to strategic issues (should we consider alternative service sources) to tactical issues (improving the productivity, efficiency, and effectiveness of the activity or service). Revisions can impact any or all of the previous cycle stages (Responsibilities, Resources, Requirements, or Results).
- Roadmap refers to the plans to implement revisions in order to improve service delivery and product quality while maintaining or reducing unit costs. The Roadmap provides an action plan for the City that identifies recommended priorities, responsibilities, effort phasing, and an expected schedule to reach milestones.

The following details the proposed work plan to complete the organizational assessment of the City of Lee's Summit's Human Resources Department.

Scope 1**Activity 1: Begin Engagement**

The Novak Consulting Group will begin this engagement by meeting with the City Manager, HR Director, and other project leadership to review the details and expectations of this effort and to finalize the project schedule. We will also discuss the City's interest in this study, the strengths and weaknesses of the current HR processes, structure, and operations, and other issues that may be relevant to our work.

We will request and review all relevant background information, such as budgets, previous studies, departmental work plans, organizational charts, job descriptions, and other similar information to inform our work.

We will meet with the City's Management Team at the beginning of this engagement to discuss the overall project plan, timeline, and expectations. This allows an initial opportunity to hear about any underlying concerns or issues that our project team should be aware of as the work commences.

Throughout the project, we will provide the City with regular project status reports, designed to maintain planned project progress and budget, to identify and resolve project issues, and to review project work products. In addition to formal status reporting, we anticipate numerous informal opportunities for the City to discuss various project and operating issues with our project manager and team leaders. We welcome the opportunity to have this informal dialogue since we believe that it will contribute to a more successful project.

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Scope 1 (continued)

Activity 2: Assess Internal Customer Satisfaction

As a critical internal service, it is important to solicit feedback from customers. Therefore, The Novak Consulting Group will administer a confidential online survey of the organization. This survey will seek to understand the needs of the organization as it relates to both services as well as customer service from the Human Resources Department.

Additionally, interviews will be conducted with key staff from throughout the organization who frequently interact with the Human Resource Department, designed to assess customer satisfaction levels with HR services in the organization.

Activity 3: Assess Human Resources Department

In this task, we collect detailed data and information regarding HR operations. This is a significant project effort that serves as the basis for all of the analytical components of the project, including issue identification and recommendation development. We employ several different techniques for obtaining this information in order to collect sufficient data to understand department operations. These data collection techniques include the following activities:

- We schedule and conduct confidential individual interviews with HR staff. The interviews cover the organization, structure, and volume of work; the business processes used to accomplish work; supervisory relationships; performance management; and perceived strengths and weaknesses.
- In addition to formal interviews, we may conduct selected operational observations in order to understand how work is actually performed in your normal work environments. This will include walk-throughs in office settings and observing processes (both manual and automated) during our site visit.
- Thorough data collection relates particularly to budgeting and financing, work volumes, work cycle times, demands for service, and other detailed data necessary for a complete analysis. We will tailor the collection of data to the needs and issues of the Department and its operations. As an example, we typically collect the following data to better understand operations:
 - Work volume relative to staff resources
 - Customer service performance standards and compliance reports
 - Department budgets, including revenues and expenditures
 - Current cost allocation plans and supporting data and calculations
 - Internal financial reports
 - Internal cost allocations by work unit
 - Job descriptions and wage and compensation plans
 - Records reflecting training and certifications
 - Organization charts and staffing tables, including changes over the preceding three to five years
 - Strategic organizational plans
 - Management reports, including any applicable performance measurement and reporting
 - Information technology infrastructure, including hardware and application inventories, use of field technologies, and system strategic plans

Based on our interviews, we will develop process maps of key HR processes which could include recruitment, hiring, classification, and/or position changes. These as-is process maps will be validated with staff and used to inform recommendations for process improvements.

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Scope 1 (continued)

Activity 4: Conduct Best Practice and Benchmarking Research

As part of our analysis, we evaluate the performance of the department as it compares to industry standards of performance, as well as other comparable jurisdictions. We will discuss with the City the jurisdictions to be researched for best practices and relevant structures.

The resulting diagnostic provides a quick and objective overview of both the quantitative and qualitative work activities of the departments. The Novak Consulting Group has developed industry best management practices in many areas of local government service. This information was developed from our previous work with professional associations and industry groups, as well as other sources. We will compare and contrast management practices in HR with the best practices of other successful organizations.

As part of the analysis, we will identify best practices and determine where gaps may exist in the Department's processes. We will develop recommendations for closing those gaps and improving efficiency, based on available resources. Additionally, recommendations for streamlining processes, reallocating personnel, and other appropriate recommendations will be prepared and reviewed with the project team.

Activity 5: Prepare Project Deliverables

The project team will employ our "Six R" approach as introduced previously. The approach guides our efforts through data development, issue identification, operational analysis, and creation of recommendations tailored to improve the operations of the Department and HR services City-wide. We employ a variety of review and analysis techniques to develop and refine organizational and operational data in order to provide recommendations that will improve the Department's performance.

We will evaluate the organization and structure of the Department to assess its impacts on program operations now and in the future. We will look at both the organizational alignment of the Department as well as how it integrates with the overall structure of your government. We will conduct the assessment from the following aspects of organizational design:

- The number of organizational levels and reporting procedures and the impacts on the size and composition of the organization's command structure;
- Alignment of leadership, management, and supervision;
- Relative importance of specific operations in regard to organizational placement;
- Adequacy of communication and coordination between and among operating units;
- Spans of control and management supervision;
- Overlapping or duplicated functions;
- Clear lines of authority and responsibility;
- Sufficiency of supervisory ratios; and
- Distinct work units to carry out important functions.

We leverage the prior activities to define appropriate staffing levels based upon the organizational, policy, and process reviews. The Novak Consulting Group project team will employ a holistic approach using a variety of staffing assessment mechanisms. This approach incorporates the Department's desired set of program service levels, its budgetary capacity, the skills and training of the current workforce, its access to technology, and many other non-numeric drivers. We will perform the following activities for this analysis:

- Determine the backlogs, or alternatively, the excess capacity of the current workforce
- Define the potential work production levels if reasonable levels of productivity and utilization are met
- Determine desired and/or feasible services levels, given budgetary constraints
- Determine the impact of any additional revenue sources which may have been identified during the course of the study upon feasible service level provision
- Evaluate the efficiency of performance of specific tasks, as well as their relative importance to the organization, and the frequency with which these are performed. The project team will utilize this multi-dimensional approach to determine which tasks should be enhanced, which should be diminished, and which may be candidates for alternative service delivery methods.

At the completion of the above tasks, The Novak Consulting Group will prepare a summary of our observations and initial recommendations. We will meet with the City to review the summary. Additional follow-up on issues or analysis will be conducted as needed.

The Novak Consulting Group will then prepare a draft report. The report will include an executive summary, our methodology and approach, and a thorough description of all recommendations for the department. The draft report will be presented to the City for review for factual accuracy and to discuss content and approach. We will prepare and present the final report based on feedback and direction from the City

Additionally, we will provide the Roadmap outlined in the Six R approach. This Roadmap serves as an implementation plan to guide the City through detailed implementation of the report's recommendations.

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Scope 2

If the City desires, The Novak Consulting Group would also perform a review and analysis of the City's current personnel policies and procedures. Once completed, we would provide the City with recommendations for modifications based on best practices and our experience performing similar reviews.

Timeline

A proposed project timeline is included. We expect to review and refine this schedule with the City during our initial meeting.

Schedule

**Lee's Summit, Missouri
Human Resources Department Assessment**

start	2	3	4	5	6	7	8	9	10	11	12	13
5/15	5/22	5/29	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24	7/31	8/7

Activity 1 - Begin Engagement

- 1.1 Conduct project kick-off meetings with City Manager and HR Director
- 1.2 Meet with the City's Management Team
- 1.3 Request and review background information
- 1.4 Finalize project schedule

Activity 2 - Assess Internal Customer Satisfaction

- 2.1 Administer and Analyze online customer service survey
- 2.2 Interview key staff (8)
- 2.3 Summarize learning

Activity 3 - Assess Human Resources Department

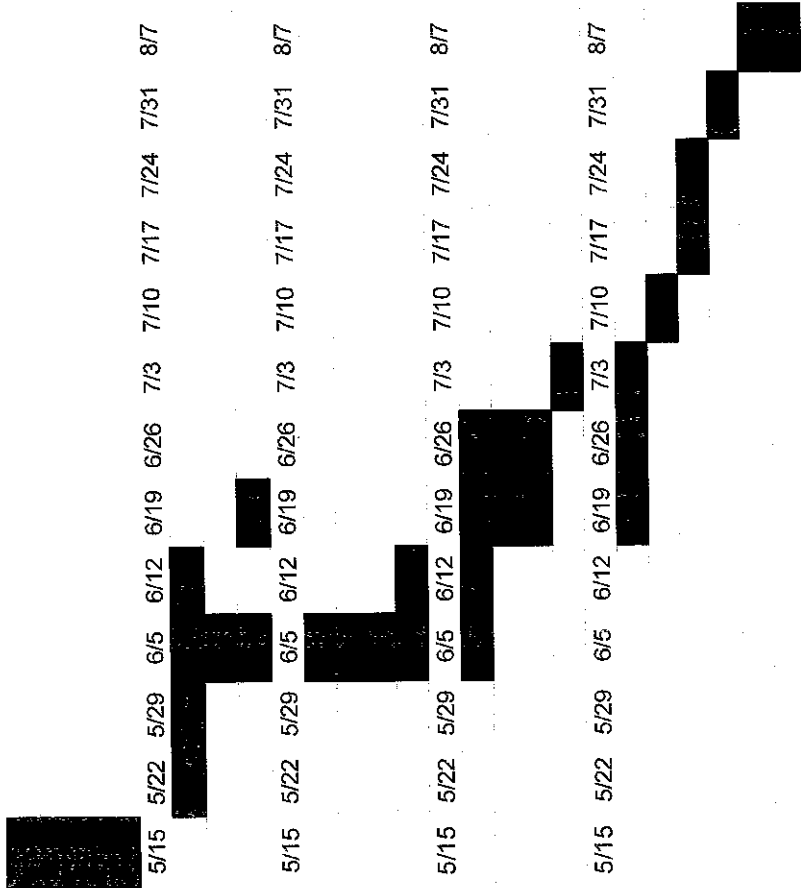
- 3.1 Interview department staff (5)
- 3.2 Observe workflow and map key processes (recruitment and selection, seasonal hiring, etc.)
- 3.3 Summarize learning

Activity 4 - Conduct Best Practice and Benchmarking Research

- 4.1 Research and identify best practices
- 4.2 Provide industry standard performance metrics for continual assessment and improvement
- 4.3 Summarize learning

Activity 5 - Prepare Project Deliverables

- 5.1 Develop findings and recommendations
- 5.2 Review recommendations with City
- 5.3 Prepare draft report
- 5.4 Review draft report with City
- 5.5 Prepare final report and present to the City's Management Team
- 5.6 Prepare implementation plan



CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
Phone: 816-969-1083 Fax: 816-969-1081
Email: ben.calia@cityofls.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO: 2017-110

The City of Lee's Summit will accept electronically submitted proposals via Public Purchase from qualified persons or firms interested in providing the following:

**CITY OF LEE'S SUMMIT (COLS) HUMAN RESOURCES (HR) DEPARTMENT ASSESSMENT
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF THURSDAY, APRIL 6,
2017, 2:00 P.M. LOCAL TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR MONDAY, MARCH 27, 2017,
AT 1:30 P.M. IN THE ADMINISTRATION CONFERENCE ROOM, EAST END, 2ND FLOOR CITY HALL**

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 closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(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)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

CITY OF LEES SUMMIT

REQUEST FOR PROPOSAL: 2017-110

The City of Lee's Summit will accept electronically submitted proposals from firms/providers interested in providing the following: **CITY OF LEE'S SUMMIT (COLS) HUMAN RESOURCES (HR) DEPARTMENT ASSESSMENT**. Proposals must be received electronically in Public Purchase by 2:00 P.M. Local time, on Thursday, April 6, 2017.

RFP 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. Proposers needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Proposers should plan on registering no later than 36 hours (M-F) prior to RFP closing.** The City reserves the right to reject any and all proposals, to waive technical defects and to select the proposal(s) deemed most advantageous to the City. All addendums must be signed and included with proposal.

For any service agreement greater than \$5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

There will be a pre-proposal conference in the Administration Conference Room on the east side of the 2nd floor of City Hall, 220 S.E. Green St. on Monday, March 27, 2017, at 1:30 P.M., Local Time. **All interested bidders are encouraged to attend.**

Ben Calia, CPPB. Procurement and Contract Services Manager

TABLE OF CONTENTS

Cover Title-Signature Page
Legal Notice
Table of Contents

PART I

Description of Project and Services Required
1.0 Introduction
2.0 Scope of Services
3.0 City Provided Services
4.0 Timeline for RFP Process and Project Completion

PART II

Instructions to Respondents
1.0 Minimum Qualifications
2.0 Selection Process
3.0 Respondent Cost to Develop Proposal
4.0 Instructions for Responding to this RFP
5.0 Terms and Conditions
6.0 No Financial Interest or Other Conflict
7.0 Debarment and Suspension Status
8.0 Invoicing and Payments
9.0 Renewal Option
10.0 Cooperative Procurement with other Jurisdictions
11.0 Business License
12.0 Insurance
13.0 Compliance
14.0 Work Authorization Affidavit and E-Verify
15.0 Sample Agreement
Enclosure I, Proposal Ranking Sheet
Enclosure II, Interview Ranking Sheet
Enclosure III, Table of Contents for submittal
Form No. 1: Provider Profile
Form No.2: Key Outside Consultants
Form No. 3: Experience/References
Form No. 4: Resumes of Key Personnel
Form No. 5: Project Narrative
Form No. 6A: Fee Schedule
Form No. 6B: Total Cost

PART III

Insurance Requirements

PART IV

General Conditions

PART I**DESCRIPTION OF PROJECT AND SERVICES REQUIRED****1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:**

The City of Lee's Summit has an interest in reviewing the services, functions, and processes performed by the City of Lee's Summit Human Resources (HR) Department. Human Resources operations have changed rapidly in recent years, and it is the objective of the organization to be able to efficiently adapt to those existing changes as well as future needs and expectations from Human Resources.

The City employs approximately 1,000 people during peak seasonal periods. Many, if not most, of the City's jobs or positions are highly regulated either by professional standards or minimum requirements, and possibly technical in nature, or subject to difficult working conditions. The diversity of job types and number of employees creates HR challenges related to employee training, risk management, compensation and benefit management, organizational policies and procedures, recruitment, compliance with rules and regulations, discipline and investigations, and other services or functions classically attributed to HR.

The City is seeking an assessment of the organization's HR needs and recommendations as to how to best address those needs so that they can be delivered efficiently, consistently, and with a customer service approach.

1.1 Description of Operations or Background:

Currently, the City employs the following five (5) positions within the HR department. The following is a brief job summary of said positions;

- **Director of Human Resources** - The Director of Human Resources provides the strategic direction for personnel programs and the merit based evaluation system for City employees. The Director of Human Resources works with management to develop and ensure compliance of organizational policies and directives.
- **Benefits Specialist** - administers the City's benefits programs to include health/dental/vision, disability, life insurances, retirement programs and other voluntary employee benefits.
- **Human Resources Assistant** - performs routine and complex duties to assist the Human Resources department in the maintenance of the personnel system and carries out various programs. Provides administrative and technical support for the City's Human Resources department.
- **Human Resources Generalist** - performs a variety of routine and complex duties to assist the human resources department in carrying out various programs and procedures to include talent acquisition management, training, participates in surveys and maintains master job description file.
- **Risk Management Officer** - manages safety, loss control, worker's compensation and wellness programs to ensure compliance with applicable legislation and management directives. Designs, develops, sources and delivers safety and developmental training. As a representative of management, supports the mission, vision, strategic plan, goals and decisions of the department and City.

2.0 SCOPE OF SERVICES:

The City requests these onsite activities be planned for and included as part of any proposal;

- Meet with the City's Management Team to discuss the project approach
- Observe work flows and processes of the HR Department
- Meet with the City's Management Team to review findings and recommendations
- If requested by the City, present findings and recommendations to the City Council

The City requests the following deliverables as part of the scope of services;

- Assessment and identification of organizational needs pertaining to HR services, functions, and processes
- Assessment and identification of HR staff's capacity to meet organizational needs as defined above
- A review of key work processes to identify the potential for increased efficiency
- A review of existing technology resources and their use to determine the potential for increased efficiency
- A general review of the City's personnel policies and HR procedures to identify critical gaps in coverage
- A summary of recommended changes to address organizational needs to include changes in the overall department structure, HR staffing levels, job duties and assignments, reporting structure, policies and procedures, and resource needs.

- A summary of recommendations for implementation

During the provision of services and formulation of findings and recommendations, the City requests that the Consultant provide regular status updates (bi-monthly) related to the processes and procedures that can be shared with designated City staff. The City requests that Consultant prepare a written report documenting the scope of services, including discussion of methods, techniques, and recommendations. A total of six (6) paper copies and one (1) electronic submission will be required of the final report and supporting documents.

Additional Scope:

While the above and foregoing is the scope of the current needs, we would invite you to submit a separate proposal which encompasses a review and analysis of the City's current personnel policies and procedures, as well as recommendations for modification for future consideration should the organization decide to move forward with regard to this element as a separate engagement.

3.0 TIMELINE:

Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Post RFP Notification	MONDAY, MARCH 13, 2017
Pre-Proposal Meeting	MONDAY, MARCH 27, 2017
Question Cutoff date	FRIDAY, MARCH 30, 2017 @ NOON, LOCAL TIME,
Receive Proposals electronically in Public Purchase	THURSDAY, APRIL 6, 2017 @ 2:00 P.M., Local Time
Meet to review	week of APRIL 10, 2017
Interviews (if applicable)	week of APRIL 24, 2017
Enter into Negotiations	week of MAY 1, 2017
Finance & Budget Committee Meeting	MONDAY, JUNE 5, 2017
City Council	THURSDAY, JUNE 15, 2017
Notice to Proceed	FRIDAY, JUNE 16, 2017

3.1 Timeline for project: The City has developed the following general timeline:

Project anticipated start date is June 16, 2017, with completion expected to occur on or before August 30, 2017. Project may begin earlier depending on approval process.

PART II
INSTRUCTIONS TO RESPONDENTS

1.0 MINIMUM QUALIFICATIONS

The selected firm shall have at least five (5) years experience providing the services described in sections 1.0 and 2.0 of this RFP document.

2.0 SELECTION PROCESS:

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

- a. The firm's (lead firm and sub-consultants) experience in providing similar services to municipalities during the past five (5) years.
- b. Key personnel that will be assigned to the City's project, and their experience with similar projects.
- c. Applicable Resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the project within the proposed timeframe.
- d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with city staff, elected officials, and the public.
- e. Cost (up front submitted with proposal)

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The Selection Committee may request additional submittals.

Step Two: Short List Interviews

The written evaluation will produce a list of the top rated proposals that may be selected for interviews (short list). Oral interviews may be conducted in order to make a final decision.

The Project Manager checks reference once a short list is determined. Reference check information memo is prepared by the Procurement Officer or Project Manager and distributed to the interviewing committee. Reference check information is considered part of the interview process and incorporated into the firm's Experience & References criteria.

Upon selection of the top rated firm after interviews, the City will negotiate the specific terms of the agreement including cost.

3.0 RESPONDENT COST TO DEVELOP PROPOSAL: All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP: Submittals must be uploaded into Public Purchase e-bidding system prior to the closing date of Thursday, April 6, 2017 at 2:00 P.M. Local Time.

The proposal must be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. Form No. 2 – Key Outside Consultants (sub-consultants)
- g. Form No. 3 – Experience/References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental

entities. Include company name, address, persons to agreement, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.

- h. Form No. 4 – Key personnel that will be assigned to the City's project for lead consultant firm(s) and sub-consultant firms. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.
- i. Form No. 5 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.
- j. Cost. Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, etc. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.
Form No. 6A: Fee Schedule
Form No. 6B: Total Cost
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

4.1 Question cutoff date and time: The cutoff date and time for questions is Friday, March 30, 2017 Noon Local Time. All questions should be directed to the Procurement Officer(s) identified on page one of this document.

5.0 TERMS and CONDITIONS: Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.

6.0 NO FINANCIAL INTEREST or OTHER CONFLICT: By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.

- 6.1 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.
- 6.2 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.

7.0 DEBARMENT and SUSPENSION STATUS:

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

8.0 INVOICING AND PAYMENTS:

- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, agreement number, item number, description of services, unit prices, and extended totals.

- b. Payment schedule is negotiable.

9.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed agreement, would you sell under the terms of this Agreement 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 the 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 Agreement).

YES _____ NO _____

INITIALS: _____

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

The principal contracting officer (PCO) is responsible to handle the solicitation and award the agreement. The PCO has sole authority to modify the agreement and handle disputes regarding the substance of the agreement. 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.

10.0 BUSINESS LICENSE: The successful respondent 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 an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent 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.

11.0 INSURANCE: The proposer must provide a Certificate of Insurance in accordance with all requirements shown in **PART III**, the insurance requirement section of this document prior to the award of an agreement-if applicable.

12.0 COMPLIANCE: The following items shall be provided by proposer to the City of Lee's Summit Procurement and Contract Services Division or Department conducting this solicitation prior to the issuance of an agreement:

12.1 To be provided with proposal submittal:

- **Proposer must complete the proposal document in its entirety. Submit all pages of this complete proposal document**
- Form No. 1: Provider Profile
- Form No.2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: Fee Schedule
- Form No. 6B: Total Cost

12.2 To be provided prior to the issuance of an agreement:

- Business License (if applicable),
- Certificate of Insurance (naming the City of Lee's Summit as additionally insured for General Liability only-(if applicable),
- Work Authorization Affidavit (if applicable),
- E-Verify Signature page (if applicable).

13.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of _____)

) ss.

State of _____)

My name is _____. I am an authorized agent of _____ ("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 subbidder that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

SEAL

14.0 SAMPLE AGREEMENT: The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit an agreement which differs from the following example.

SAMPLE SERVICE AGREEMENT

FOR _____

This AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and _____, a _____ of the State of _____, hereafter referred to as "Service Provider." Witnesseth, that:

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

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

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. _____ (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of _____ Dollars (\$_____). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

OR
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit B. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. Agreement Term: The term of this Agreement shall be One (1) year from _____ through _____.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Authorized Signatures from both Successful Firm and City

ENCLOSURE I
PROPOSAL RANKING SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1	<p>Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> Familiarity and experience with similar projects Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2	<p>Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> Project Manager Project team Sub-consultants (if applicable) 	30	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> Standard Quality Assurance/Quality Control program or procedures the firm has in place Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	<p>Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> Project schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the project Adequacy of proposed communications process Unique approaches that have been successful elsewhere. 	20	_____
5.	<p>Cost (FORM 6 A and 6B) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	_____
	Ranked By: _____		_____
		TOTAL POINTS (100)	_____

ENCLOSURE II
INTERVIEW RANKING SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1	Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2	Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> • Project Manager • Project team • Sub-consultants (if applicable) 	30	_____
3.	Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. <ul style="list-style-type: none"> • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	20	_____
5.	Cost (FORM 6 A and 6B) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____

Ranked By: _____

TOTAL POINTS _____
(100)

ENCLOSURE III

TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ____ - ____
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page ____ - ____
J.	COST: Forms provided (6A and 6B)	Page ____
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page ____
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page ____

FORM NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is: National Regional Local

1b. Year Provider/Firm Established:

1c. Years of Experience providing RFP identified services for municipalities:

1d. Licensed to do business in the State of Missouri: Yes No

1e. Principal contact information: Name, title, telephone number and email address:

1f. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing _____ Public Entity Human Resources Department Assessments

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing Public Entity Human Resources Department Assessments
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing Public Entity Human Resources Department Assessments
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

FORM NO. 6A: "FEE SCHEDULE"
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY BILLING RATES
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

 Company Name

 Address

 City/State/Zip

 Telephone # Fax #

 Tax ID No.

 Authorized Person (Print)

 Signature

 Title

 Date

 Entity Type:

FORM NO. 6D: TOTAL COST

Overall total project cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses.

ORIGINAL SCOPE

TOTAL COST \$ _____
Numeric

Use words, Dollars/Cents

ADDITIONAL SCOPE

TOTAL COST \$ _____
Numeric

Use words, Dollars/Cents

Company Name

Address

City/State/Zip

Telephone # Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:

FORM NO. 6A: "FEE SCHEDULE"
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY BILLING RATES
Organizational Assessment Practice Leader	Client contact - Project management and direction - Quality assurance - Staff interviews - Report writing	\$ 195
Associate	Staff interviews - Report writing - Survey development - Analysis	\$ 165
Analyst	Staff interviews - Report writing - Survey analysis - Research	\$ 75
		\$
		\$
		\$
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		\$
		\$

The Noyak Consulting Group
 Company Name
 1776 Mentor Avenue
 Address
 Cincinnati, OH 45212
 City/State/Zip
 513-221-0500 513-221-3100
 Telephone # Fax #
 26-3977506
 Tax ID No.

Julia D. Novak
 Authorized Person (Print) *J. Novak*
 Signature
 President
 Title
 4/3/2017
 Date
 S-Corp
 Entity Type:

**FORM NO. : 6B TOTAL COST**

Overall total project cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses.

ORIGINAL SCOPE

TOTAL COST \$ 37,800
Numeric

thirty-seven thousand eight hundred dollars/no cents

Use words, Dollars/Cents

ADDITIONAL SCOPE

TOTAL COST \$ 10,000
Numeric

ten thousand dollars/no cents

Use words, Dollars/Cents

The Novak Consulting Group

Company Name

1776 Mentor Avenue

Address

Cincinnati, OH 45212

City/State/Zip

513-221-0500

513-221-3100

Telephone #

26-39775039

Fax #

Tax ID No.

Julia D. Novak

Authorized Person (Print)

J. Novak

Signature

President

Title

4/3/2017

Date

S-Corp

Entity Type:

PART III
INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE. The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant 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 Consultant's bid.

NOTICE OF CLAIM. The Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant.

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

Cover all sub-consultant's in the Consultant's liability insurance policy or,

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

SELF-INSURED RETENTIONS/DEDUCTIBLES. Any Consultant 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 Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant 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. (Procurement Officers are to include only when the service provided pertains to professional services such as: Architects, Engineers, CPAs, Land Surveying, Banking, Legal Services, Consulting Services, Financial Services, Medical or Health Services. If you are unsure, contact the City's Risk Manager for direction prior to issuance.) Approved by Legal-Risk Mgt-1/16/2014

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 Consultant 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

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 Consultant against all claims under applicable state Workers' Compensation laws. The Consultant 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 Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant'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 Consultant.
- 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 Consultant 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 coverages and identifying the City of Lee's Summit as "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant 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.

Personal/Advertising Injury
Independent Contractors
Additional Insured: City of Lee's Summit, Missouri

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

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



PART IV
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it 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.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.
12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider 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 Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **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 shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider 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 Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **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)).
22. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider 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 agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal 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 Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **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 Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement 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 agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **DAVIS BACON ACT:** The wages for any work utilizing this agreement 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.

Composite Proposal Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions		FIRM	FIRM	FIRM	FIRM	FIRM	FIRM			
	Outstanding	Exceeds Acceptable	Acceptable	Marginal	Pts	# Mmbrs	Max Pts	HR Logistics	Management Partners	Matrix	The Mejandro Group	Nextgen People	The Novak Consulting Group
1. Evidence of Experience, Reliability and References: (FORM 3): Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? Consider any sub-consultants to be used and their experience (if applicable).	25 - 30	17 - 20	9 - 10		30	3	90	47	67	80	61	47	84
2. Expertise of Firm Personnel: (FORM 4): Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).					30	3	90	46	73	68	65	48	78
3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.					10	3	30	16	23	25	21	23	25
4. Project Approach: (FORM 5): Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.					20	3	60	27	54	57	43	36	55
5. Cost: Includes all related cost associated with this project. (FORM 6D):					10	3	30	20	25	28	21	22	30
					100		300	156	242	258	211	176	272

57500

45800

41000

54000

52695

37800

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

Composite Interview Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions		FIRM	FIRM	FIRM			
	Outstanding 25 - 30	Exceeds Acceptable 19 - 24	Acceptable 13 - 18	Marginal 0 - 12	Pts	# Mmbrs	Max Pts	The Novak Consulting Group	Matrix Consulting Group, LTD	Management Partners
1. Evidence of Experience, Reliability and References: (FORM 3): Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? . Consider any sub-consultants to be used and their experience (if applicable).	30	3	90		77	61	74			
2. Expertise of Firm Personnel: (FORM 4): Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).	30	3	90		79	53	75			
3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.	10	3	30		24	17	18			
4. Project Approach: (FORM 5): Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.	20	3	60		50	40	38			
5. Cost: Includes all related cost associated with this project. (FORM 6D):	10	3	30		30	28	25			
	100		300		260	199	230			

Packet Information

File #: TMP-0530, **Version:** 1

AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

The City of Lee's Summit has operations at 21 locations that require connection to the City's network. Many of these sites are currently connected to City Hall via fiber optic cable. A significant portion of this cable owned by the R7 school district, and leased to the city for its use. To maintain network connectivity, a renewal of the lease for these strands is required. The agreement has an annual review stipulation that allows the City to reduce the number of strands needed to appropriately manage the network.

Proposed City Council Motion:

[Enter text here]

Background:

In July of 2002, the city entered into an agreement with R7 school district to share fiber optic cable infrastructure between the organizations. The Agreement allowed for the addition of future shared fiber segments when capacity in fiber network was available and in the best interest of the City or School District to coordinate on these resources.

The 2002 agreement was updated in 2003 with additional sections needed by the City. Over the next 10 years, a few more sections of fiber were utilized by the city but not updated by formal agreement until the 2014 lease was put into place.

The 2014 agreement, which is set to expire on June 30th 2017, accurately shows the fiber being used by the City. The proposed renewal agreement from the District reflects the same linear feet and rent rate as the 2014 agreement. The renewal agreement shows the current amount of fiber being used by the City is 231,238 linear feet (as shown in Exhibit A) at a rent rate of \$0.25 per foot.

Facilities served by this infrastructure include City Hall, Police and Municipal Court, Harris Park Community Center, Legacy Park Community Center, Fire Headquarters, Fire stations 2, 3, 5 & 6, Public Works Maintenance Facility, Water Utilities Operations, Animal Control and Resource Recovery Park. With renewal, the IT infrastructure at these locations will be able to maintain their reliable and high performance network communication. This will allow for continued connection of PCs, phones and servers via the fiber network back to City Hall and its server room and network center.

Impact/Analysis:

The agreement includes a \$0.25 rent per lineal foot rate. The city is currently using 231,238 feet of District fiber for a total annual rent rate of \$57,809.50. The \$57,809.50 is currently budgeted and distributed across departmental funds via IT Overhead Distribution method.

Presenter: Stephen Marsh, Chief Technology Officer

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. XXXX

AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the Reorganized School District No. 7 of Jackson County, Missouri ("School District") and the City of Lee's Summit ("City") entered into a "Fiber Optic Strand Lease Agreement" dated August 15, 2002 (the "2002 Lease"), whereby the City leased certain fiber optic strands from the School District; and,

WHEREAS, the School district and the City entered into an "Addendum to Fiber Optic Strand Lease Agreement" dated July 23, 2003 (the "2003 Lease Addendum"), whereby the City leased additional fiber optic strands from the School District; and,

WHEREAS, the School district and the City entered into a "Fiber Optic Lease Agreement" dated July 15, 2014 (the "2014 Lease Agreement"), whereby the City continued its lease of fiber optic strands from the School District; and

WHEREAS, the School District and the City desire to memorialize a renewal of the 2014 Agreement that reflects the fiber optic strands being used by the City and that provides for an appropriate compensation for such use, subject to the terms and conditions previously negotiated, which are outlined in the Fiber Optic Lease Agreement, attached hereto as "Exhibit A" and incorporated herein as though fully set forth.

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

SECTION 1. That the Fiber Optic Lease Agreement by and between the City of Lee's Summit, Missouri and the Reorganized School District No, 7, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference be and the same is hereby approved.

SECTION 2. That the Mayor is authorized to execute said Fiber Optic Lease Agreement 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.

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

Mayor *Randall L. Rhoads*

ATTEST:

BILL NO. XXXX

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

FIBER OPTIC LEASE AGREEMENT

THIS FIBER OPTIC LEASE AGREEMENT (the “Agreement”) is hereby made by and between the Reorganized School District No. 7 of Jackson County, Missouri (hereinafter, the “School District”) and the City of Lee’s Summit, Missouri (hereinafter, the “City”) and is effective as of the ____ day of _____, 2017.

WHEREAS, the School District and the City entered into a “Fiber Optic Strand Lease Agreement” dated August 15, 2002 (the “2002 Lease”), whereby the City leased certain fiber optic strands from the School District; and

WHEREAS, the School District and the City entered into an “Addendum to Fiber Optic Strand Lease Agreement” dated July 23, 2003 (the “2003 Lease Addendum”), whereby the City leased additional fiber optic strands from the School District; and
WHEREAS, the 2002 Lease and the 2003 Lease Addendum have since expired and the parties entered an agreement in 2014 addressing the lease arrangement; and

WHEREAS, the School District and the City now desire to memorialize a formal written agreement extending the 2014 arrangement between the parties that reflects the fiber optic strands actually being used by the City and that provides for an appropriate compensation for such use, subject to the terms and conditions contained herein.

NOW, THEREFORE, for the mutual consideration set forth herein, the School District and the City hereby agree and covenant as follows:

1. **Use of Property:** The City hereby leases from the School District, and the School District hereby leases to the City, the fiber optic strands described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter, the “Leased Equipment”) for City’s use and enjoyment.
2. **Connection:** The City shall have the right, at its sole expense, to install such facilities necessary to connect its fiber optic network to the Leased Equipment, together with any other facilities necessary to support such connection and the City’s use and enjoyment of the Leased Equipment (collectively, the “Connection Facilities”). The design, installation and connection of the Connection Facilities shall be in accordance with plans mutually agreed upon by the parties. Any work performed by the City on School District property associated with the Connection Facilities will be coordinated with the School District by prior notification to the liaisons designated, in writing, by the School District.
3. **Term:** The Initial Term of this Agreement shall be for three (3) years beginning July 1, 2017 (hereinafter, the “Commencement Date”). This Agreement shall be automatically renewed for three additional terms (each a “Renewal Term”) of three (3) years each, unless either party provides written notice of its intention not to renew not less than one hundred eighty (180) days prior to the expiration of the

Initial Term or Renewal Term, or unless this Agreement is terminated in accordance with paragraph 12 of this Agreement.

4. **Rent:** The City agrees to pay the School District, for use and enjoyment of the Leased Equipment, rents paid annually, in advance, and beginning on the Commencement Date. The rent during the Initial Term shall be Twenty Five Cents (\$0.25) per lineal foot per fiber optic strand (hereinafter, the “Rent Rate”). Exhibit A hereto sets forth the total of the rent due based on the quantity of Leased Equipment being leased by the City at the Commencement Date. If the City desires to add additional fiber optic strands, or reduce the fiber optic strands being leased, the adjustment in rent will be calculated by multiplying the Rent Rate times the lineal feet of optic strand. Exhibit A will be reviewed and adjusted annually by the parties as needed, as follows: (a) by May of each year the City will have reviewed its use of fiber strands and determined whether any strands are no longer needed for the upcoming year and will have further notified the School District of its determination; (b) this will allow the School District to determine the adjustments, if any, to the rent and notify the City of any such adjustment in the amount that will be invoiced in the following July.
5. **Renewal Term Rent:** During any Renewal Term, the rent paid by the City to the School District shall be increased to the amount agreed to by the parties..
6. **Billing:** Each year during the Initial Term and/or Renewal Term, the School District shall send an invoice to the City for the rent due for the subsequent year. The City shall remit payment no later than July 1 of that year, or forty-five (45) days after receipt of an invoice from the School District, whichever is later.
7. **Removal of Connection Facilities:** The City shall remove the Connection Facilities within ninety (90) days of the date of termination or expiration, and shall repair any damage to the Leased Equipment caused by construction, installation, operation, maintenance or removal of the Connection Facilities within fifteen (15) days of the occurrence of the damage. Any Connection Facilities not removed within said ninety (90) days shall become the property of the School District, and the City shall reimburse the School District for any costs incurred in removing and or disposing of the Connection Facilities.
8. **Maintenance:** The School District will maintain, at its costs, all of its original fiber strands, including the Leased Equipment, in accordance with its normal maintenance operations.
9. **Emergency Repair:** In any event which causes unanticipated damage to the Leased Equipment (such as a cable cut or downed utility pole), the School District will be responsible for coordinating the repair of the fiber line. The School District will act responsibly and efficiently to ensure the repair is completed in as timely a manner as is reasonable, with an emphasis on having the repair done within one (1) business day of the School District learning of the problem. The

School District liaisons will provide the City's liaisons with a status report on the repair upon request. The City shall be responsible for emergency repair costs in proportion to the number of strands leased in a given line in relation to the total number of strands in such line. The School District shall bill the City for the City's proportionate share of the emergency repair costs by invoice, and the City shall pay such invoice within thirty (30) days of receipt. City shall only be responsible for paying a share of repair costs where strands City leases are affected. If any portion of the emergency repair costs is recovered from or reimbursed by a third-party (by insurance or otherwise), the City shall be reimbursed its proportionate share of the amount recovered.

10. **Coordination:** Any planned events by either party that could disrupt transmission along Leased Equipment must be coordinated with each party with at least twenty-four (24) hours prior notice to the liaisons that the School District and the City designate in writing.
11. **Title and Quiet Use:** Each party warrants to the other that it has the right to enter into this Agreement, and that that the person signing this Agreement has the authority to sign. The School District warrants that is the owner of the Leased equipment and agrees that the City is entitled to access to the Leased Equipment and to the quiet use of the Leased Equipment consistent with the terms and conditions of this Agreement throughout the Initial Term and each Renewal Term. The City agrees to quit and deliver possession of the Leased Equipment to the School District when this Agreement terminates by termination or expiration, and the City agrees that the Leased Equipment shall be in substantially the same order and in as good condition as received, normal wear and tear excepted.
12. **Termination:** Either party may terminate this Agreement at any time by giving the other party at least one hundred eighty (180) days advance written notice.
13. **Applicable Law; Choice of Forum:** This Agreement shall be governed by and construed according to the laws of the State of Missouri. Any legal action to interpret or enforce this Agreement shall be brought in the Circuit Court of Jackson County, Missouri at Independence.
14. **Contract Binding:** This Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, elected officials, agents, attorneys, employees, successors and assigns.
15. **Assignment:** Except as otherwise provided herein, neither the City nor the District shall sell, assign, transfer or otherwise convey any of their respective rights or duties under this Agreement to any third party without the prior written consent of the other party. Such consent may be withheld at the sole discretion of the party whose consent is sought. The City shall not sub-lease its use of the Leased Equipment to any third party without the prior written consent of the

District, which consent may be granted or withheld in School District's sole discretion.

16. **Notice:** Any notice required under the terms of this Agreement, except for any notice to be given to a designated liaison, shall be deemed to have been given as of the time of actual receipt, shall be sufficiently given if delivered to the intended individual in person or at the corresponding address designated in this Agreement, and shall be made in writing at the following address or such other address as the party shall designate in writing:

a. City: Chief Technology Officer and City Attorney
City of Lee's Summit City of Lee's Summit
220 SE Green 220 SE Green
Lee's Summit, MO 64063 Lee's Summit, MO 64063

b. School District:
Executive Director of Technology
Lee's Summit R-7 School District
301 NE Tudor
Lee's Summit, MO 64086

And to:
Superintendent
Lee's Summit R-7 School District
301 NE Tudor
Lee's Summit, MO 64086

17. **Liaisons:** Unless otherwise indicated by a party in writing, the liaison for the School District shall be the Executive Director of Technology and the liaison for the City shall be the Chief Technology Officer.

18. **Non-Waiver:** No temporary sufferance of a breach of a provision of this Agreement shall be deemed a waiver of such provision absent an express written waiver, and no waiver of any condition or covenant contained in this Agreement or any waiver of a breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

19. **Warranties:** Each party represents and warrants to each other that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement.

20. **Severability:** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and each

other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

21. **Headings:** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.
22. **Jointly Drafted:** This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.
23. **Entire Agreement:** The terms and conditions herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings (including but not limited to the 2002 Lease and the 2003 Lease Addendum) relating to the subject matter hereof, and this Agreement may be amended altered, or modified only by a writing executed by duly authorized representatives of the parties hereto.
24. **Agreement Contractual:** The terms and provisions of this Agreement are contractual and not mere recitals.
25. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF LEE'S SUMMIT

Mayor Randy Rhoads

ATTEST:

Approved as to Form:

City Clerk, Denise R. Chisum

Acting/Assistant/City Attorney

REORGANIZED SCHOOL DISTRICT
NO. 7 OF JACKSON COUNTY

Board President

ATTEST:

Board Secretary

EXHIBIT A

to the Fiber Optic Lease Agreement between the City of Lee's Summit and
the Reorganized School District No. 7 of Jackson County, Missouri (a/k/a Lee's Summit
R-7 School District)

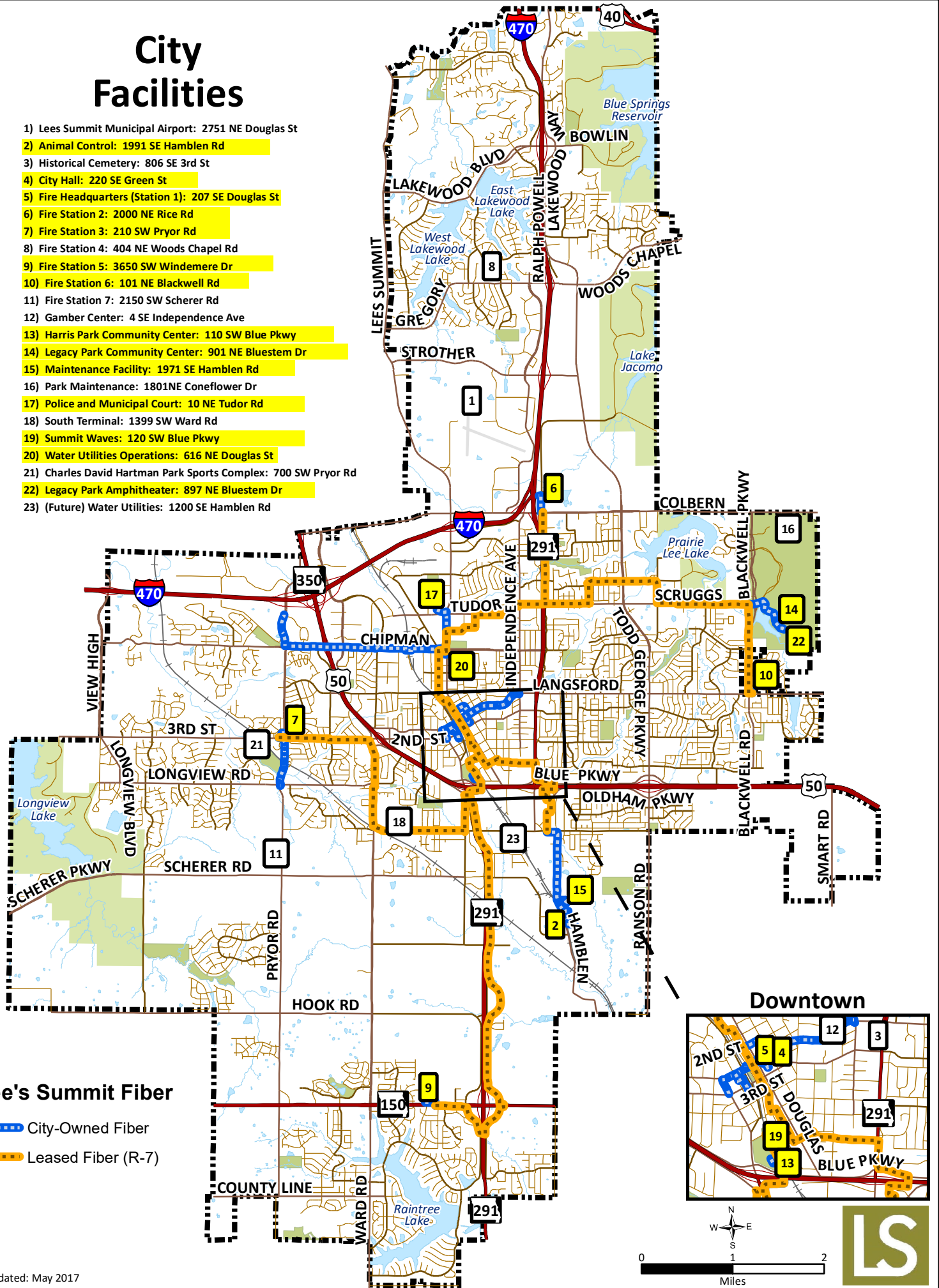
Lease Items

ITEM	DESCRIPTION	DISTANCE – linear foot	COST (\$0.25/linear foot)
1	2 strands from LSR-7 Transportation building at 500 SE Transport on Hamblen Rd. to splice point at 1 st and Douglas	26,118 linear feet (each strand 13,059)	\$6,529.50
2	2 strands from LSR-7: Parks and Recreation Center, 110 SW Blue Parkway to splice point at 1 st and Douglas	10,642 linear feet (each strand 5,321)	\$2,660.50
3	2 strands from LSR-7: splice point at Blackwell & Scruggs Rd. at Legacy Park to LSR-7, 600 SE Miller to splice point at 1 st and Douglas	53,730 linear feet (each strand 26,865)	\$13,432.50
4	2 Strands from R-VII: Splice point at Rice Road and Colburn to 1 st & Douglas	36,516 linear feet (each strand 18,258)	\$9,129.00
5	2 Strands from R-VII: Splice point at 3 rd and Pryor to splice point for 110 SW Blue Pkwy	39,510 linear feet (each strand 19,755)	\$9,877.50
6	2 Strands from R-VII: Splice point for 3650 SW Windemere Dr to Splice point for 110 SW Blue Pkwy	53,978 linear feet (each strand 26,989)	\$13,494.50

7	2 Strands from R-VII: Splice point for 101 NE Blackwell Rd to splice at Blackwell and Scruggs (Legacy Park Item 3)	10,744 linear feet (each strand 5,372)	\$2,686.00
	Total	231,238 linear feet	\$57,809.50

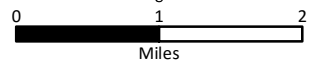
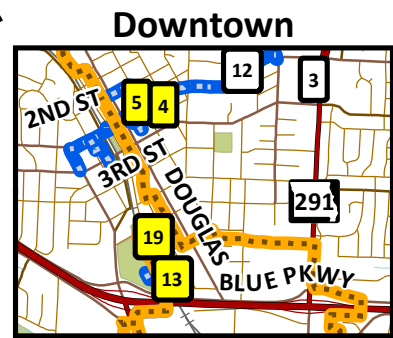
City Facilities

- 1) Lees Summit Municipal Airport: 2751 NE Douglas St
- 2) Animal Control: 1991 SE Hamblen Rd
- 3) Historical Cemetery: 806 SE 3rd St
- 4) City Hall: 220 SE Green St
- 5) Fire Headquarters (Station 1): 207 SE Douglas St
- 6) Fire Station 2: 2000 NE Rice Rd
- 7) Fire Station 3: 210 SW Pryor Rd
- 8) Fire Station 4: 404 NE Woods Chapel Rd
- 9) Fire Station 5: 3650 SW Windemere Dr
- 10) Fire Station 6: 101 NE Blackwell Rd
- 11) Fire Station 7: 2150 SW Scherer Rd
- 12) Gamber Center: 4 SE Independence Ave
- 13) Harris Park Community Center: 110 SW Blue Pkwy
- 14) Legacy Park Community Center: 901 NE Bluestem Dr
- 15) Maintenance Facility: 1971 SE Hamblen Rd
- 16) Park Maintenance: 1801 NE Coneflower Dr
- 17) Police and Municipal Court: 10 NE Tudor Rd
- 18) South Terminal: 1399 SW Ward Rd
- 19) Summit Waves: 120 SW Blue Pkwy
- 20) Water Utilities Operations: 616 NE Douglas St
- 21) Charles David Hartman Park Sports Complex: 700 SW Pryor Rd
- 22) Legacy Park Amphitheater: 897 NE Bluestem Dr
- 23) (Future) Water Utilities: 1200 SE Hamblen Rd



Lee's Summit Fiber

- - - - - City-Owned Fiber
- - - - - Leased Fiber (R-7)



Packet Information

File #: TMP-0528, **Version:** 1

AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018.

Issue/Request:

[Enter text here]

Key Issues:

- Each year the City Council considers and approves the City's property and liability insurance program.
- Overseen by the Law Department since 2012, the City has enjoyed reduced premium and claim expenses and has increased autonomy and flexibility in the claims management process.
- City's incumbent carrier since 2011 for liability insurance has been One Beacon Insurance. The City has built and maintained a positive relationship with the carrier, which has contributed to the autonomy and flexibility that it currently enjoys.
- One Beacon Insurance, the City's incumbent carrier for liability insurance, is being recommended for renewal for FY2018 with a rate decrease of 3% on the general liability portion of the policy, and a 2% decrease on the automobile and umbrella portions of the policy. One Beacon has also offered the City a rate guarantee for three years, as long as the City's loss ratio does not exceed 50% in any 12 month period. The City would have the option to choose whether to continue coverage each year, so the rate guarantee does not lock the City in to continuing coverage for three years; rather, it allows the City the conditional opportunity to have the guaranteed rate for those years should we opt to continue coverage through One Beacon. This coverage still includes the \$500,000.00 stop loss.
- City's incumbent carriers for property insurance provided a renewal proposal with a 5% rate increase, and also sought to have building values increased by 2%. In response, the property insurance program was marketed by Lockton Companies, the City's property and liability insurance broker. Two additional companies quoted - CNA and Hartford. CNA provided a quote with the same coverage as the City's existing policy with Traveler's Insurance for a rate which is 21% less than that which is currently being charged by Traveler's Insurance. Accordingly, CNA is being recommended as the City's property insurance carrier for FY2018.
- Medical director coverage was only quoted by the incumbent provider, Physicians Professional Indemnity, and is being recommended for renewal at a rate of \$5,780.00 for FY2018. There is no rate increase over FY2017 premiums.
- The City's crime policy was also only quoted by the incumbent provider, Traveler's Insurance, and is being recommended for renewal at the same coverage level of \$500,000 for a premium of \$14,250.00 for FY2018. This represents an incremental increase of \$39.00 over FY2017's premium.

- Total premium cost of proposed premiums for property and liability insurance in FY2018 is \$512,482.00, a savings of \$40,427.00 over FY2017 premiums.
- Also included in this year's ordinance is language formally authorizing the City Attorney to approve expenditures on a per claim basis in an amount not to exceed \$20,000.00. Expenditures for claims which exceed this amount would be taken to the City Council for approval.

Proposed City Council Motion:

[Enter text here]

Background:

In August 2012, the City of Lee's Summit implemented a new risk management program for property and liability matters which is overseen by the Law Department. Several major changes took place during the implementation of the new program including the conversion from an agency relationship to a broker relationship for the procurement of insurance products for the City, a defined methodology for requesting competitive quotes for insurance needs, and the implementation of innovative internal insurance claims management processes and procedures. In addition, the City has transitioned from a traditional deductible insurance program to a self insured retention program. This change has resulted in both significant cost savings to the City as well as increased internal control of the City's risk and loss program, enabling broad internal handling and management of claims and claims processes, resulting in additional cost savings. Currently, the City is under a \$100,000.00 per occurrence self insured retention, with a stop-loss of \$500,000.00.

The City's incumbent carrier for property insurance, Traveler's Insurance, quoted a premium increase of 5% and also indicated that they would increase the valuations of all City-owned properties by 2% for the renewal. In response to this information, the City's property and liability insurance broker, Lockton Companies, Inc., marketed the property policy and was able to obtain two (2) quotes. CNA Insurance came in with the lowest total premium cost, \$150,742.00, which represents a 21% decrease from the premium paid to Travelers Insurance last year. The policies provide the same levels of coverage.

Traveler's Insurance provides the City's crime policy, which is quoted for renewal at \$14,250.00. This is an increase of \$39.00 over the FY2017 premium.

The carrier for the City's medical director liability policy, Physician's Professional Indemnity Association, which is required for the Fire Department to maintain paramedic and EMT's has offered renewal at the current rate of \$5,780.00 for FY2018, this is the same as the previous year.

The City's incumbent carrier for liability insurance, One Beacon Insurance returned with a 3% decrease in premiums over FY2016 rates for general liability, and a 2% premium decrease for the auto and umbrella policies, with no changes to the current terms and conditions of the insurance program, and includes a \$500,000.00 stop loss. The total premium cost for the general liability, automobile, umbrella, employment practices liability, public officials errors and omissions, and law enforcement legal coverage in FY2018 is quoted at \$341,710.00. Additionally, One Beacon has offered the opportunity for a guaranteed rate-lock for the next three (3) years, meaning that premiums will not increase as long as the City's loss ratio does not exceed 50% over any 12-month period during the time of coverage. This is optional for the City, meaning that the City can choose not to renew the coverage and select a different carrier at each renewal date.

If the proposed coverage is accepted, the total premium costs for FY2018 for both property and liability insurance will be \$512,482.00, which is a savings of \$37,585.00 over FY2017 premiums. The total amount

included in the FY2018 budget for premiums is \$1,057,183.00, which includes all of the premiums listed above, quarterly brokerage payments to Lockton Companies, Inc., and anticipated claims/self insured retention expenses for the upcoming year.

As with previous years, it is proposed that any savings realized between the budget and actual cost for premiums be re-allocated to the Claims and Damages Reserve Fund to continue to build the reserves so that the self insured retention may be increased in the future, resulting in further cost savings and stabilizing the fund in the event of large claims.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Jackie McCormick Heanue, Chief Counsel Mgmt. & Ops./Deputy City Attorney

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-

AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018, AND AUTHORIZING THE CITY ATTORNEY TO APPROVE INDIVIDUAL CLAIM EXPENSES AND/OR SETTLEMENTS IN AMOUNTS NOT TO EXCEED \$20,000.00 PER CLAIM.

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

WHEREAS, the City currently maintains a robust property and liability insurance program, wherein the City manages a self insured retention for claims, handling the majority of matters in-house and enjoys flexibility and autonomy in the claims management process; and

WHEREAS, the City's current property and liability insurance broker, Lockton Companies, Inc., conducted marketing efforts this spring on behalf of the City for its property and liability insurance; and,

WHEREAS, the City's incumbent insurance carriers for liability insurance, One Beacon Insurance, and Physician's Professional Indemnity Association, have enjoyed positive working relationships with the City in the past; and

WHEREAS, said incumbent insurance carriers have provided desirable proposals and quotes for renewal of the City's current liability insurance programs for FY2018; and

WHEREAS, CNA Insurance submitted a proposal to carry the City's property insurance at a substantial cost savings over the incumbent carrier, Traveler's Insurance; and,

WHEREAS, Lockton Companies, Inc. has reviewed the proposed policy form from CNA Insurance and recommends changing property insurance carriers based upon the results of that review in conjunction with the substantial cost savings; and,

WHEREAS, the City has budgeted funds to account for the premium costs, brokerage fees, and anticipated claims expenses and losses for FY2018, which specifically includes \$150,000.00 in budgeted funds to cover various losses to be determined through the claims process; and,

WHEREAS, the City desires to accept the quotes from CNA Insurance, One Beacon Insurance, and Physicians Professional Indemnity Association and enter into Agreements to procure insurance coverage consistent with the property and liability insurance program presented by City staff for FY2018; and,

WHEREAS, the City desires to convey authority upon the City Attorney to approve individual settlements or claims expenses in amounts not to exceed \$20,000.00 per claim up to the annual budgeted amount of \$150,000.00 for all claims for FY2018.

BILL NO. 17-

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

SECTION 1. That the FY2018 property and liability insurance program for the City of Lee's Summit be and hereby is accepted and the City Manager is authorized to execute any agreements and other documents necessary to effectuate the procurement of coverage for property and liability insurance with CNA Insurance, One Beacon Insurance, and Physician's Professional Indemnity Association on behalf of the City of Lee's Summit.

SECTION 2. That the City Attorney is hereby authorized to approve claims expenses, payments or settlements up to \$20,000.00 per claim, subject to the annually budgeted maximum of \$150,000.00 for all claims and expenses for FY2018.

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.

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 _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

BILL NO. 17-

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

Packet Information

File #: 2017-1252, **Version:** 1

PRESENTATION OF THE MARCH AND APRIL GENERAL FUND FINANCIAL DASHBOARDS

Issue/Request:

PRESENTATION OF THE MARCH AND APRIL GENERAL FUND FINANCIAL DASHBOARDS

Key Issues:

The FY17 Monthly Financial Report for March and April is the YTD budget performance of the General Fund as of April 30. Preliminary unaudited total revenues are \$58,721,101. This is \$2,331,474 (4.1%) over budgeted total revenue. Preliminary total expenditure for April YTD is \$54,539,424.

Background:

Revenue Details:

Sales Tax receipts are continuing to be solid. Total net sales tax receipts YTD is \$12,907,482, which is 2.3% above FY17 budgeted amounts and 2.9% ahead of FY16 YTD.

Franchise tax, in aggregate, is -4.46% below budget. Three of four franchise taxes are below estimates, with Natural Gas (-14.9%) the greatest. Electric (-2.7%) and Cable (-7.4%) are more modestly underperforming budget amounts, while Telephone is 2.2% above current budget, but -3.9% below FY16 YTD.

Licenses, Permits & Fees continue to be strong. Revenues totaling \$2,130,204 is 53.8% above budget and 19.1% ahead of this point last year.

Expenditure Details:

Total Expenditure of the General Fund through April 30, 2017, is \$54,539,424. Preliminary total expenditures are currently 2.4% under budgeted amounts.

Presenter: Jack Feldman, Management Analyst

Recommendation: N/A

FY17 Monthly Financial Report - March

GENERAL FUND REVENUES FOR FY2017

Revenue Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Property Tax	\$20,143,598	\$19,341,788	\$801,810	4.1%	\$19,093,510	\$1,050,088	5.5%
Sales Tax	\$11,694,039	\$11,424,902	\$269,137	2.4%	\$11,396,877	\$297,162	2.6%
Franchise Tax:							
Natural Gas	\$1,449,852	\$1,667,765	(\$217,913)	-13.1%	\$1,427,550	\$22,302	1.6%
Telephone	\$1,987,535	\$2,045,918	(\$58,383)	-2.9%	\$2,178,427	(\$190,892)	-8.8%
Electric	\$5,667,750	\$5,797,652	(\$129,902)	-2.2%	\$5,681,848	(\$14,098)	-0.2%
Cable TV	\$1,000,966	\$1,026,548	(\$25,582)	-2.5%	\$1,030,572	(\$29,606)	-2.9%
Motor Vehicle Taxes	\$2,725,237	\$2,511,992	\$213,245	8.5%	\$2,676,029	\$49,208	1.8%
Other Taxes	\$257,983	\$257,660	\$323	0.1%	\$256,628	\$1,355	0.5%
Fines & Forfeitures	\$925,929	\$1,261,356	(\$335,427)	-26.6%	\$1,076,311	(\$150,382)	-14.0%
Licenses, Permits & Fees	\$1,829,009	\$1,202,226	\$626,783	52.1%	\$1,285,652	\$543,357	42.3%
Intergovernment	\$704,931	\$616,551	\$88,380	14.3%	\$596,855	\$108,076	18.1%
Charges for Service	\$4,927,004	\$4,183,139	\$743,865	17.8%	\$3,348,976	\$1,578,028	47.1%
Investment Earnings	\$18,927	\$48,077	(\$29,150)	-60.6%	\$102,305	(\$83,378)	-81.5%
Other	\$875,682	\$791,428	\$84,254	10.6%	\$1,298,676	(\$422,994)	-32.6%
Transfers In	\$760,886	\$715,886	\$45,000	6.3%	\$675,949	\$84,937	12.6%
Total	\$54,969,328	\$52,892,888	\$2,076,440	3.9%	\$52,126,165	\$2,843,163	5.5%

GENERAL FUND EXPENDITURES FOR FY2017

Expenditure Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Personal Services	\$33,683,598	\$33,662,508	\$21,090	0.1%	\$31,636,940	\$2,046,658	6.5%
Supplies for Resale	\$174,234	\$224,500	(\$50,266)	-22.4%	\$144,269	\$29,965	20.8%
Other Supplies & Services	\$7,431,344	\$7,853,176	(\$421,832)	-5.4%	\$5,660,518	\$1,770,826	31.3%
Repairs & Maintenance	\$1,146,058	\$1,081,553	\$64,505	6.0%	\$1,130,909	\$15,149	1.3%
Utilities	\$1,262,456	\$1,319,310	(\$56,854)	-4.3%	\$1,100,084	\$162,372	14.8%
Fuels & Lubricants	\$263,181	\$423,115	(\$159,934)	-37.8%	\$282,858	(\$19,677)	-7.0%
Miscellaneous	\$38,134	\$202,804	(\$164,670)	-81.2%	\$34,894	\$3,240	9.3%
Interest	\$0	\$0	\$0	0.0%	\$318	(\$318)	-100.0%
Capital Outlay	\$574,095	\$675,000	(\$100,905)	-14.9%	\$0	\$574,095	0.0%
Interdepartment Charges	\$4,424,779	\$4,425,509	(\$730)	0.0%	\$4,109,344	\$315,435	7.7%
Transfers	\$568,210	\$725,170	(\$156,960)	-21.6%	\$1,020,014	(\$451,804)	-44.3%
Total	\$49,566,089	\$50,592,645	(\$1,026,556)	-2.0%	\$45,120,148	\$4,445,941	9.9%

Revenue Over/Under Exp: \$5,403,239 \$2,300,243 \$7,006,017

*As of May 30, 2017

FY17 Monthly Financial Report - April

GENERAL FUND REVENUES FOR FY2017

Revenue Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Property Tax	\$20,143,598	\$19,341,788	\$801,810	4.1%	\$19,093,510	\$1,050,088	5.5%
Sales Tax	\$12,907,482	\$12,616,788	\$290,694	2.3%	\$12,548,143	\$359,339	2.9%
Franchise Tax:							
Natural Gas	\$1,653,805	\$1,942,676	(\$288,871)	-14.9%	\$1,598,021	\$55,784	3.5%
Telephone	\$2,340,818	\$2,291,516	\$49,302	2.2%	\$2,435,010	(\$94,192)	-3.9%
Electric	\$6,106,136	\$6,275,106	(\$168,970)	-2.7%	\$6,109,730	(\$3,594)	-0.1%
Cable TV	\$1,178,220	\$1,272,925	(\$94,705)	-7.4%	\$1,370,121	(\$191,901)	-14.0%
Motor Vehicle Taxes	\$3,021,967	\$2,779,479	\$242,488	8.7%	\$2,976,788	\$45,179	1.5%
Other Taxes	\$283,531	\$281,301	\$2,230	0.8%	\$283,013	\$518	0.2%
Fines & Forfeitures	\$1,031,460	\$1,313,947	(\$282,487)	-21.5%	\$1,205,835	(\$174,375)	-14.5%
Licenses, Permits & Fees	\$2,130,204	\$1,385,070	\$745,134	53.8%	\$1,788,699	\$341,505	19.1%
Intergovernment	\$742,072	\$682,986	\$59,086	8.7%	\$649,021	\$93,051	14.3%
Charges for Service	\$5,407,202	\$4,541,718	\$865,484	19.1%	\$3,789,285	\$1,617,917	42.7%
Investment Earnings	\$43,967	\$54,649	(\$10,682)	-19.5%	\$120,855	(\$76,888)	-63.6%
Other	\$891,877	\$814,249	\$77,628	9.5%	\$1,347,604	(\$455,727)	-33.8%
Transfers In	\$838,762	\$795,429	\$43,333	5.4%	\$1,222,543	(\$383,781)	-31.4%
Total	\$58,721,101	\$56,389,627	\$2,331,474	4.1%	\$56,538,178	\$2,182,923	3.9%

GENERAL FUND EXPENDITURES FOR FY2017

Expenditure Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Personal Services	\$37,268,999	\$37,399,007	(\$130,008)	-0.3%	\$34,946,038	\$2,322,961	6.6%
Supplies for Resale	\$189,396	\$228,000	(\$38,604)	-16.9%	\$156,542	\$32,854	21.0%
Other Supplies & Services	\$8,124,637	\$8,473,687	(\$349,050)	-4.1%	\$6,137,323	\$1,987,314	32.4%
Repairs & Maintenance	\$1,209,223	\$1,207,592	\$1,631	0.1%	\$1,217,175	(\$7,952)	-0.7%
Utilities	\$1,265,936	\$1,456,140	(\$190,204)	-13.1%	\$1,208,395	\$57,541	4.8%
Fuels & Lubricants	\$263,476	\$470,127	(\$206,651)	-44.0%	\$312,084	(\$48,608)	-15.6%
Miscellaneous	\$40,858	\$227,640	(\$186,782)	-82.1%	\$38,654	\$2,204	5.7%
Interest	\$0	\$0	\$0	0.0%	\$318	(\$318)	-100.0%
Capital Outlay	\$692,294	\$675,000	\$17,294	2.6%	\$0	\$692,294	0.0%
Interdepartment Charges	\$4,916,395	\$4,916,803	(\$408)	0.0%	\$4,565,938	\$350,457	7.7%
Transfers	\$568,210	\$800,488	(\$232,278)	-29.0%	\$1,376,873	(\$808,663)	-58.7%
Total	\$54,539,424	\$55,854,484	(\$1,315,060)	-2.4%	\$49,959,340	\$4,580,084	9.2%

Revenue Over/Under Exp: \$4,181,677 \$535,143 \$6,578,838

*As of May 30, 2017