



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

Thursday, January 19, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 24

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

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

2. COUNCIL COMMENTS:

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

3. APPROVAL OF CONSENT AGENDA:

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

- A. [2017-0882](#) Approval of Type G3 and S Liquor License application for B&B Theater, 1451 NE Douglas Street.

4. PROPOSED ORDINANCES:

- A. [BILL NO. 17-17](#) AN ORDINANCE VACATING A CERTAIN EASEMENT LOCATED WITHIN THE PLAT ENTITLED "LOT 6A, REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION," IN THE CITY OF LEE'S SUMMIT, MISSOURI.

- B. [BILL NO. 17-18](#) AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-055 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR THE PROCUREMENT AND SERVICE OF HANKOOK AND CONTINENTAL/GENERAL TIRES TO ANCHOR SALES & SERVICE, (CONTRACT NO. 2017-055-01) AND DLS TIRE CENTERS, INC. (CONTRACT NO. 2017-055-02) BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI. (F&BC 1-9-17)
- C. [BILL NO. 17-19](#) AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE HENRY COUNTY DETENTION CENTER, AN AGENCY OF HENRY COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS. (F&BC 1-9-17)
- D. [BILL NO. 17-20](#) AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CALDWELL COUNTY DETENTION CENTER, AN AGENCY OF CALDWELL COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS. (F&BC 1-9-17)
- E. [BILL NO. 17-21](#) AN ORDINANCE APPROVING EXTENSION NO. 2 TO CONTRACT NO. 2011-142/4R BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND TOWN & COUNTRY DISPOSAL, LLC TO EXTEND CURRENT CONTRACT SERVICES AND PRICING FOR WASTE REMOVAL AND RECYCLING SERVICES THROUGH JUNE 30, 2017. (F&BC 1-9-17)
- F. [BILL NO. 17-22](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-014 FOR WASTE REMOVAL AND RECYCLING SERVICES TO TOWN AND COUNTRY DISPOSAL, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-014 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI. (F&BC 1-9-17)
- G. [BILL NO. 17-23](#) AN ORDINANCE APPROVING AMENDMENT NO. 7 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND MUNICIPAL COURT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 1-9-17)
5. **PRESENTATIONS:**
- A. [2017-0883](#) Lee's Summit Economic Development Council (LSEDC) Quarterly Report - 4th Quarter 2016

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

7. **COUNCIL ROUNDTABLE:**

8. **STAFF ROUNDTABLE:**

9. **ADJOURNMENT**

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

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

Packet Information

File #: 2017-0882, **Version:** 2

Approval of Type G3 and S Liquor License application for B&B Theater, 1451 NE Douglas Street.

Approval of Type G3 and S Liquor License application for B&B Theater, 1451 NE Douglas Street.

Proposed City Council Motion:

I move for approval of Type G3 and S Liquor License application for B&B Theater, 1451 NE Douglas Street.

Background:

A background check was conducted on the managing officer with no negative information found.

Staff Recommendation:

The Director of Liquor Control recommends approval of the G3 and S Liquor License for B&B Theater.



CITY OF LEE'S SUMMIT, MISSOURI
APPLICATION FOR BUSINESS LIQUOR LICENSE

Please mark ("x") which one of the following licenses you will need for a Lee's Summit, Missouri establishment. Sunday licenses are a separate application.

- A1 - Manufacturing, brewing malt liquor (\$300.00)
- A2 - Manufacturing, brewing non-intoxicating beer (\$375.00)
- A3 - Wholesale selling of malt liquor (\$75.00)
- B1 - Manufacturing 22% or less alcohol content intoxicating liquor (\$150.00)
- B2 - Manufacturing, distilling, blending intoxicating liquor of all kinds (\$300.00)
- B3 - Wholesale selling of 22% or less alcohol-content intoxicating liquor (\$150.00)
- B4 - Wholesale selling of intoxicating liquor of all kinds (\$375.00)
- C1 - General retail selling of malt liquors, or wine, or both, by the drink and in the original package (\$52.50)
- C2 - Hotel retail selling of malt liquor by the drink and in the original package (\$52.50)
- C3 - Restaurant retail selling of malt liquor by the drink and in the original package, including **Sunday sales** (\$75.00)
- D - Retail selling of malt liquor only in the original package, **including Sunday** (22.50)
- G1 - General retail selling of intoxicating liquor of all kinds by the drink and in the original package (\$450.00)
- G2 - Hotel retail selling of intoxicating liquor of all kinds by the drink and in the original package (\$450.00)
- G3 - Restaurant retail selling of intoxicating liquor of all kinds by the drink and in the original package (\$450.00)
- H - Retail selling of intoxicating liquor of all kinds only in the original package (\$150.00);
- I - **Consuming** intoxicating liquor on premises not licensed to sell (C.O.L.) (\$90.00)
- J - Resort retail selling of intoxicating liquor by the drink. (\$450.00)
- S - **Sunday** license (\$300.00)

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

To be completed by applicant as (check one):

Sole Owner & Operator Corporation Partnership LLC

Corporation/LLC Name: Cinema Operating Company LLC

Business Name: B&B Theatres Lee's Summit 16 Phone: 816-554-8580

Business Address: 1451 NE Douglas Street Lee's Summit, MO

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

Applicant's Name: Robert Bagby Phone: _____

Home Address: _____

Place of Birth: _____ Date of Birth: _____

Place of Employment (other than business): Cinema Operating Company LLC

Employment Address: 7400 W 110 St #600 Overland Park KS 66210 Phone: 913-538-5866

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

2. Are you a citizen of the United States of America? yes If naturalized, give date and place of naturalization: _____

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

4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? yes If so, please give details: B&B Theatres KS, LLC - Emporia, Junction City, Hutchison, Dodge City and Shawnee Kansas

5. Has any such license listed in question #4 ever been suspended or revoked? No If so, please give complete details: _____
6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? No If so, please give complete details: _____
7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? No If so, please give complete details: _____
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): n/a
9. Is the proposed location within 300 feet of a church or school? No
10. If existing business, from whom and when was the business purchased? Dickinson Theatres Inc
 Effective date of possession: 7-1-16. Name of mortgage holder, if any: n/a
11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: _____
12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: _____

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

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

Name of corporation/LLC: Cinema Operating Company LLC

State in which incorporated: KANSAS Date of incorporation: 12-2-2015

If not a Missouri corporation/LLC, date authorized to do business in Missouri: 4-15-2016

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

Robert Bagby

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

County of Jackson)

State of Missouri) SS

I, Robert E BABY, being of lawful age and duly sworn upon my oath,
(Print Applicant's Name)

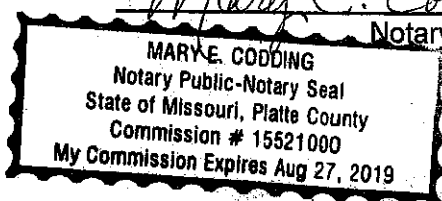
do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

Robert E Bagby
Applicant's Signature

Subscribed and sworn to before me this 15th day of November, 2016

Mary E. Coddling
Notary Public

My commission expires: Aug 27, 2019



To Be Provided By Applicant:

- 1) **The Applicant and/or Managing Officer (if different) shall provide:**
 - a) Recent photograph;
 - b) Copy of Missouri voter registration card;
 - c) Copy of paid Missouri personal property tax receipt for year immediately preceding date of application
 - d) Fingerprints (obtained at the Lee's Summit Police Department, Main Lobby, 10 NE Tudor Rd., Lee's Summit, MO). The Applicant and/or Managing Officer (if different) will be fingerprinted as will all officers, directors and any shareholder holding more than a ten percent (10%) interest in the business.
- 2) **Copy of Business License** (contact Treasury Department at 816-969-1139).
- 3) **Copy of Zoning Approval** (contact Planning & Development at 816-969-1600).
- 4) **If existing business location:**
 - a) Copy of lease or mortgage showing Proof of Occupancy.
 - b) Recent photographs of the interior and exterior of the premises to be licensed.
- 5) **For newly constructed or remodeled businesses:**
 - a) Certificate of Occupancy Permit shall be obtained prior to the actual issuance of a city liquor license (contact Codes Administration at 816-969-1200).
 - b) Complete description of the plans, specifications, and fixtures of the proposed place of business.
- 6) **Package Liquor Only:** Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an invoice of at least \$1,000, exclusive of fixtures and intoxicating liquors.
- 7) **Appropriate license fee:** Make checks and money orders payable to the City of Lee's Summit.
- 8) **Estimated date of opening?** upon such date as all applicable licenses are obtained,
but estimated as 3/1/2017.

For Office Use Only:

It is recommended this application be APPROVED / DISAPPROVED this 9th day of January, 2017.

Acting Chief John D. Blum
Director of Liquor Control

City Council Action: Approved Disapproved Date: _____



APPLICATION FOR LIQUOR LICENSE
TYPE "S" - SUNDAY RETAIL (\$300)

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

Sole Owner & Operator Corporation Partnership

Applicant's Name: Cinema Operating Company LLC
 Business Name: B&B Theatres Lee's Summit 16 Phone: 816-554-8580
 Business Address: 1451 NE Douglas Street Lee's Summit, MO 64086

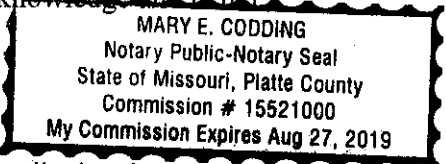
I, the undersigned, hereby make application to the City of Lee's Summit, Missouri, for a Type "S" liquor license in accordance with Chapter 4, "Alcoholic Beverages" Ordinance of the City of Lee's Summit, Missouri.

County of Jackson)

SS

State of Missouri)

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



Robert E Bagby
 Applicant's Signature

Subscribed and sworn to before me this 15th day of November 2016
 My commission expires: Aug. 27, 2019

Mary E. Coddling
 Notary Public

It is recommended this application be APPROVED / DISAPPROVED this 9th day of January, 2017.

ACING CLIFF John D. Pelt #948
 Director of Liquor Control

City Council Action: Approved Disapproved Date: _____

Packet Information

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

AN ORDINANCE VACATING A CERTAIN EASEMENT LOCATED WITHIN THE PLAT ENTITLED "LOT 6A, *REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION,*" IN THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE VACATING A CERTAIN EASEMENT LOCATED WITHIN THE PLAT ENTITLED "LOT 6A, *REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION,*" IN THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption AN ORDINANCE VACATING A CERTAIN EASEMENT LOCATED WITHIN THE PLAT ENTITLED "LOT 6A, *REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION,*" IN THE CITY OF LEE'S SUMMIT, MISSOURI.

BILL NO. 17-17

AN ORDINANCE VACATING A CERTAIN EASEMENT LOCATED WITHIN THE PLAT ENTITLED "LOT 6A, REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION," IN THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Application #2016-202 was submitted by Trent & Christy Yager, requesting vacation of a utility easement within "LOT 6A, REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION," a recorded subdivision in Lee's Summit, Missouri; and,

WHEREAS, the City of Lee's Summit, Missouri, accepted the minor plat entitled "LOT 6A, REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION; and,

WHEREAS, the said plat was recorded with the County Director of Records by Document No. 1994I1277587 on May 26, 1994, and said easement was referenced on said plat; and,

WHEREAS, the utility companies have been contacted and had no objection to the proposed vacation; and,

WHEREAS, the Public Works and Water Utilities Departments for the City of Lee's Summit have determined that no other uses exist for said easement; and,

WHEREAS, the Planning Commission considered the request on January 10, 2017, and rendered a report to the City Council recommending that the vacation of easement be approved; and,

WHEREAS, the City Council for the City of Lee's Summit has determined that no damages are ascertainable by reason of such vacation.

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

SECTION 1. That the following described easement, located within "LOT 6A, REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION," is hereby and herewith vacated:

A PORTION OF A 7.5' UTILITY EASEMENT DEDICATED ON THE PLAT OF "HOLLOWAY GARDENS", RECORDED UNDER DOCUMENT NUMBER 1966I0894871, OF THE JACKSON COUNTY, MISSOURI RECORDS, AND PART OF LOT 6A OF THE "REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION" RECORDED UNDER DOCUMENT NUMBER 1994I1277587, OF THE JACKSON COUNTY, MISSOURI RECORDS, LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, "HOLLOWAY GARDENS", SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 6A "REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGES ADDITION"; THENCE SOUTH 71°36'14" EAST,

BILL NO. 17-17

ALONG THE NORTHERLY LINE OF SAID LOT 6 AND LOT 6A, A DISTANCE OF 8.13 FEET TO THE NORTHEAST CORNER OF SAID UTILITY EASEMENT; THENCE SOUTH 04°18'35" EAST, ALONG THE EASTERLY LINE OF SAID 7.5' UTILITY EASEMENT, A DISTANCE OF 61.86 FEET; THENCE SOUTH 85°41'25" WEST, 7.50 FEET TO THE WEST LINE OF SAID LOT 6 AND LOT 6A; THENCE NORTH 04°18'35" WEST, ALONG THE WEST LINE OF SAID LOT 6 AND LOT 6A, 65.00 FEET TO THE POINT OF BEGINNING, CONTAINS 476 SQUARE FEET, MORE OR LESS.

SECTION 2. That upon the effective date of the vacation of the easement described in Section 1 above, the City releases all right, title and interest in and to the City owned infrastructure located within the easement.

SECTION 3. That the City Clerk be and is hereby authorized and directed to acknowledge a copy of this ordinance and to record same in the Office of the Recorder of Deeds of the County in which the property is located.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*


APPROVED AS TO FORM:

City Attorney *Brian W. Head*

City of Lee's Summit

Development Services Department

January 6, 2017

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director 
RE: Application #PL2016-202 – VACATION OF EASEMENT – 1710 NE Ozark Dr.;
Trent & Christy Yager, applicant

Commentary

This application is for the vacation of a 7.5' x 65' of a larger 7.5' x approximately 358' long utility easement located at 1710 NE Ozark Drive. The request to vacate this easement stems from a conflict between the easement and a proposed renovation of an existing boat house that is located within this easement. No objection was raised by the City's Public Works, Water Utilities Department or other utility companies.

Recommendation

Staff recommends **APPROVAL** of the vacation of easement.

Project Information

Vacation of Easement: a 7.5' x 65' portion of a utility easement

Location: 1710 NE Ozark Drive (Lot 6A, *Holloway Gardens*)

Zoning: R-1 (Single-Family Residential)

Surrounding Zoning and Use:

North: R-1(Single-Family Residential)—vacant lot and Prairie Lee Lake

South: R-1(Single-Family Residential)—vacant lot

East (across NE Ozark Drive): R-1(Single-Family Residential)—single-family residence

West: R-1(Single-Family Residential)—vacant lot

Background

- August 23, 1937– The final plat *George Addition* (Appl. #1937-002) was recorded in the Jackson County Recorder's Office.
- July 19, 1966 – The City Council approved the final plat (Appl. #1966-041) *Holloway Gardens, Lots 1-7* by Ord. #954. The subject easement was dedicated as part of this plat. The plat was recorded at the Jackson County Recorder's Office on September 16, 1966 by Doc. #894870.
- May 26, 1994 – The minor plat for the *Replat of Lots 6 and 7, Holloway Gardens and part of Tract A, George's Addition* (Appl. #1994-160), was recorded at the Jackson County Recorder's Office.

Analysis of Vacation of Easement

The applicant requests a vacation of a 7.5' x 65' of a larger 7.5' x approximately 358' long utility easement vacation of a located at 1710 NE Ozark Drive. The request to vacate this easement

stems from a conflict between the easement and a proposed renovation of an existing boat house that is located within this easement.

No objection was raised by the City's Public Works, Water Utilities Department or other utility companies.

Code and Ordinance Requirements

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

Planning and Codes Administration

1. The vacation of easement shall be recorded prior to the issuance of a building permit for the renovation of the boat house.

RGM/jmt

Attachments:

1. Drawing and legal description of the easement to be vacated, date stamped November 3, 2016—2 pages
2. Location Map

EASEMENT VACATION DESCRIPTION:

A PORTION OF A 7.5' UTILITY EASEMENT DEDICATED ON THE PLAT OF "HOLLOWAY GARDENS", RECORDED UNDER DOCUMENT NUMBER 1966I0894871, OF THE JACKSON COUNTY, MISSOURI RECORDS, AND PART OF LOT 6A OF THE "REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGE'S ADDITION" RECORDED UNDER DOCUMENT NUMBER 1994I1277587, OF THE JACKSON COUNTY, MISSOURI RECORDS, LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 48 NORTH, RANGE 31 WEST, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, "HOLLOWAY GARDENS", SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 6A "REPLAT OF LOTS 6 AND 7, HOLLOWAY GARDENS AND PART OF TRACT A, GEORGES ADDITION"; THENCE SOUTH 71°36'14" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 6 AND LOT 6A, A DISTANCE OF 8.13 FEET TO THE NORTHEAST CORNER OF SAID UTILITY EASEMENT; THENCE SOUTH 04°18'35" EAST, ALONG THE EASTERLY LINE OF SAID 7.5' UTILITY EASEMENT, A DISTANCE OF 61.86 FEET; THENCE SOUTH 85°41'25" WEST, 7.50 FEET TO THE WEST LINE OF SAID LOT 6 AND LOT 6A; THENCE NORTH 04°18'35" WEST, ALONG THE WEST LINE OF SAID LOT 6 AND LOT 6A, 65.00 FEET TO THE POINT OF BEGINNING, CONTAINS 476 SQUARE FEET, MORE OR LESS.



JOSEPH H. MCLAUGHLIN, PLS,
LS 2012018392

POWELL AND ASSOCIATES, LLC
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 2006004882
KANSAS CERTIFICATE OF AUTHORITY NO: LS 233

-2016-202-

RECEIVED

NOV 03 2016

Planning & Codes Admin

**PL#2016-202 VACATION OF EASEMENT
1710 NE OZARK DRIVE
TRENT & CHRISTY YAGER, APPLICANT**



Packet Information

File #: BILL NO. 17-18, **Version:** 1

AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-055 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR THE PROCUREMENT AND SERVICE OF HANKOOK AND CONTINENTAL/GENERAL TIRES TO ANCHOR SALES & SERVICE, (CONTRACT NO. 2017-055-01) AND DLS TIRE CENTERS, INC. (CONTRACT NO. 2017-055-02) BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI. (F&BC 1-9-17)

Key Issues:

- Procurement issued a Solicitation for Hankook & Continental/General Tires & Service as a Yearly Contract for the Fleet Department.
- The Solicitation opened on 11/30/2016 and 3 bids were received. A copy of the unofficial bid tabulation is attached
- The bid was advertised on the City's Website and on the City's E-Procurement site, Public Purchase.
- A Total of 7 Vendors were notified of the Solicitation from a Vendor list created by the Fleet Department and via Public Purchase. A total of 13 Vendors accessed the Solicitation via Public Purchase.
- The Fleet Department is recommending a dual award to establish a yearly Contract with both DLS Tire Centers, Inc. of Lee's Summit, MO and Anchor Sales and Service of Independence, MO.
- Budget total allocation for tires and service \$58,035

COUNCIL MOTION:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-055 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR THE PROCUREMENT AND SERVICE OF HANKOOK AND CONTINENTAL/GENERAL TIRES TO ANCHOR SALES & SERVICE, (CONTRACT NO. 2017-055-01) AND DLS TIRE CENTERS, INC. (CONTRACT NO. 2017-055-02) BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-055 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR THE PROCUREMENT AND SERVICE OF HANKOOK AND CONTINENTAL/GENERAL TIRES TO ANCHOR SALES & SERVICE, (CONTRACT NO. 2017-055-01) AND DLS TIRE CENTERS, INC. (CONTRACT NO. 2017-055-02) BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE

CONTRACTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI.

Presenter: Mark Stinson Fleet Manager

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-055 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR THE PROCUREMENT AND SERVICE OF HANKOOK AND CONTINENTAL/GENERAL TIRES TO ANCHOR SALES & SERVICE, (CONTRACT NO. 2017-055-01) AND DLS TIRE CENTERS, INC. (CONTRACT NO. 2017-055-02) BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI.

Committee Recommendation: This ordinance was recommended by Councilmember Forte, second by Vice Chair Seif for approval to the City Council - Regular Session due back on 1/19/17. The vote was unanimous.

BILL NO. 17- 18

AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-055 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR THE PROCUREMENT AND SERVICE OF HANKOOK AND CONTINENTAL/GENERAL TIRES TO ANCHOR SALES & SERVICE, (CONTRACT NO. 2017-055-01) AND DLS TIRE CENTERS, INC. (CONTRACT NO. 2017-055-02) BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI.

WHEREAS, the City of Lee's Summit issued Bid No. 2017-055 for the purchase of tires and service; and,

WHEREAS, the bid was advertised on the City's website and on the City's e-procurement site, Public Purchase, where a total of 13 vendors accessed the bid; and,

WHEREAS, as of the close of the time period for submission and the bid opening of Bid No. 2017-055, November 30, 2016, a total of three (3) responses were received by the City; and,

WHEREAS, based upon the evaluation of responses, the project evaluation committee recommended the dual award of Bid No. 2017-055 to Anchor Sales & Services as Contract No. 2017-055-01, and DLS Tire Centers, Inc. as Contract No. 2017-055-02.

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

SECTION 1. That Bid No. 2017-055 be and hereby is dually awarded Anchor Sales & Services as Contract No. 2017-055-01 and DLS Tire Centers, Inc. as Contract No. 2017-055-02.

SECTION 2. That Contract No. 2017-055-01 by and between the City of Lee's Summit, Missouri and Anchor Sales & Service, attached hereto as "Exhibit A" and incorporated herein by reference, and Contract No. 2017-055-02 by and between the City of Lee's Summit, Missouri and DLS Tire Centers, Inc., attached hereto as "Exhibit B" and incorporated herein by reference be and the same are hereby approved. The City Manager is 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 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 the City of Lee's Summit, Missouri, this _____ day of _____, 2017.

BILL NO. 17- 18

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

THIS CONTRACT, made this _____ day of _____ 2017, is herein called Yearly Contract for Hankook & Continental/General Tires and Service as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Anchor Sales & Service, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, General Terms and Conditions, Special Conditions and/or Specifications, Invitation for Bid, Proposal for Term and Supply Contracts 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 30th day of November, 2016, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

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

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____ 2017, Bid No. 2017-055, Contract period from _____, to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2017-055 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 Procurement and Contract Services Division Manager and/or his approved designee.
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:	2017-055	Dated:	11/30/2016	Pages	1	through	19
Specifications:	2017-055	Dated:	11/30/2016	Page	5		
General Conditions:				Pages	15	through	19
Special Attachments:							

Jarah Daugherty
Procurement Officer of Record

Stephen A. Arbo, City Manager

Date

Anchor Sales & Service
Company Name

[Signature]
Company Authorized Signature

Sen. Manager 12-16-16
Title Date

Type or Print the Name of Authorized Person

Branden Simms

APPROVED AS TO FORM:

Office of the City Attorney

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

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

Bid Deposit Not Required .

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

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

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

Performance and Labor and Material Payment Bonds Not Required .

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

Note the following:

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

CONTRACTUAL REQUIREMENTS.

GENERAL CONTRACTUAL REQUIREMENTS.

1. **DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms

or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

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

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

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



BID NUMBER: 2017-055

PROJECT: Hankook & Continental/General Tires & Service

BID OPENING: 11/30/2016 at 11:00AM

OPENED BY: Tarah Daugherty

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

Type of Tire	Bidder Cross-Midwest Tire Co. Kansas City, KS		Bidder Anchor Sales & Service Independence, MO		Bidder DLS Tire Centers Inc. Lee's Summit, MO	
	Continental/General % off Catalog List	Hankook % off Catalog List	Continental/General % off Catalog List	Hankook % off Catalog List	Continental/General % off Catalog List	Hankook % off Catalog List
4.1 Passenger Light Truck Tires	39%	No bid	No bid	49%	49%	
4.2 Premium Heavy Duty Truck & Bus	33%	No bid	No bid	49%	39%	
GENERAL INFORMATION						
4.3 State hours & days of operation	24/7		24/7		M-F 7:30am-5pm, 24/7 Roadside Assistance	
4.4 Delivery Time (after receipt of PO)	24 hrs		Same Day Service		As soon as is needed	
4.5 The City's standard payment terms are Net 30 after receipt of invoice. State any discounts offered:	None		None		None	
4.6 Describe Warranty for Tires AND Service:	Workmanship & materials		No questions asked 100% Warranty on Tires & Service		Workmanship & material standard on all new tires Service work guaranteed for what is done	
4.7 State Contact Name, position, email & phone number for Customer Service related issues:	Rayce Farthing, CSR rfarthing@crossmidwest.com 816-935-4382		Branden Simms, Regional Sales Mngr branden@anchorsales.com 816-799-4400		John LuAllen, General Manager john.luallen@dlstirecenters.com 816-556-6242	
4.8 Please list the nearest store location (full address & phone number) closest to Lee's Summit, MO for tires to be purchased & services to be performed:	3527 Gardner Avenue Kansas City, MO/816-231-6511		1720 S.E. Ranson Road Lee's Summit, MO 64082 816-799-4400		400 SE Fleetway Drive Lee's Summit, MO 64081	
HEAVY DUTY VEHICLE & TRAILER TIRE SERVICE						
	Description of Service	Price	Price	Price	Price	Price
5.1	Service Call to Lee's Summit, MO (NOTE: There shall be NO Delivery Fee or Service Call Charges for the delivery of Tires Only)	\$45.00	\$55.00	\$45.00	\$45.00	\$45.00
5.2	Change tire, Mount AND Dismount	\$10.00/per Tire	\$25.00/per Tire	\$25.00/per Tire	\$25.00/per Tire	\$25.00/per Tire
5.3	Tire Installation	\$10.00/per Tire	\$0/per Tire	\$0/per Tire	\$0/per Tire	\$0/per Tire
5.4	Flat repair, remove, repair and mount	\$25.00/per Tire	\$30.00/per Tire	\$30.00/per Tire	\$32.50/per Tire	\$32.50/per Tire
5.5	Flat repair, off vehicle	\$15.00/per Tire	\$0/per Tire	\$0/per Tire	\$27.50/per Tire	\$27.50/per Tire
5.6	Rotate mounted tires	\$10.00	\$0.00	\$0.00	\$10.00 each	\$10.00 each
5.7	New Valve Stem (heavy duty metal type)	\$3.00/per Tire	\$5.50/per Tire	\$5.50/per Tire	\$5.00/per Tire	\$5.00/per Tire
5.8	Computer spin balance	\$20.00/per Tire	\$20.00/per Tire	\$20.00/per Tire	\$25.00/per Tire	\$25.00/per Tire
5.9	Wheel balance valve stem combo	\$20.00/per Tire	\$0/per Tire	\$0/per Tire	\$30.00/per Tire	\$30.00/per Tire
5.10	Standard 2 Wheel Alignment	\$105.00	N/A	N/A	N/A	N/A
5.11	Standard 4 Wheel Alignment	\$195.00	N/A	N/A	N/A	N/A
5.12	Studding	\$20.00/per Tire	\$0/per Tire	\$0/per Tire	N/A	N/A
5.13	Used tire recycle/disposal	\$3.00/per Tire	\$0/per Tire	\$0/per Tire	\$3.00/per Tire	\$3.00/per Tire
5.14	Wheel Refurbishment	\$30.00 /per Tire	\$18.00/per Tire	\$18.00/per Tire	\$28.00/per Tire	\$28.00/per Tire
5.15	GRAND TOTAL FOR COMMERCIAL/HEAVY DUTY TIRE SERVICE (LINES 5.1-5.14)	\$511.00	\$153.50	\$153.50	\$231.00	\$231.00
LIGHT DUTY VEHICLE TIRE SERVICE						
	Description of Service	Price	Price	Price	Price	Price
5.16	Service Call to Lee's Summit, MO (NOTE: There shall be NO Delivery Fee or Service Call Charges for the delivery of Tires Only)	\$45.00/per Service Call	\$55.00/per Service Call	\$55.00/per Service Call	\$45.00/per Service Call	\$45.00/per Service Call
5.17	Change tire, Mount AND Dismount	\$6.00 /per Tire	\$20.00/per Tire	\$20.00/per Tire	\$5.00/per Tire	\$5.00/per Tire
5.18	Tire Installation	\$6.00 /per Tire	\$0 /per Tire	\$0 /per Tire	\$0/per Tire	\$0/per Tire
5.19	Flat repair, remove, repair and mount	\$15.00 /per Tire	\$20.00/per Tire	\$20.00/per Tire	\$17.50 /per Tire	\$17.50 /per Tire
5.20	Flat repair, off vehicle	\$9.00 /per Tire	\$0 /per Tire	\$0 /per Tire	\$15.00/per Tire	\$15.00/per Tire
5.21	Rotate mounted tires	\$6.00 ea	\$0 /per Tire	\$0 /per Tire	\$3.00 each	\$3.00 each
5.22	New Valve Stem (snap in rubber type)	\$3.00/per Tire	\$3.00/per Tire	\$3.00/per Tire	\$2.00/per Tire	\$2.00/per Tire
5.23	Computer spin balance	\$15.00 /per Tire	\$0 /per Tire	\$0 /per Tire	\$5.00/per Tire	\$5.00/per Tire
5.24	Wheel balance valve stem combo	\$15.00 /per Tire	\$0 /per Tire	\$0 /per Tire	\$7.00/per Tire	\$7.00/per Tire
5.25	Standard 2 Wheel Alignment	\$79.95	N/A	N/A	\$49.95	\$49.95
5.26	Standard 4 Wheel Alignment	\$79.95	N/A	N/A	\$59.95	\$59.95
5.27	Studding	\$15.00 /per Tire	\$0 /per Tire	\$0 /per Tire	N/A	N/A
5.28	Used tire recycle/disposal	\$3.00 /per Tire	\$0/per Tire	\$0/per Tire	\$1.50/per Tire	\$1.50/per Tire
5.29	Wheel Refurbishment	\$30.00 /per Tire	\$12/per Tire	\$12/per Tire	\$25.00/per Tire	\$25.00/per Tire
5.30	GRAND TOTAL FOR PASSENGER/LIGHT DUTY TIRE SERVICE (LINES 5.16-5.29)	\$327.90	\$110.00	\$110.00	\$235.90	\$235.90

UNOFFICIAL

Packet Information

File #: BILL NO. 17-19, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE HENRY COUNTY DETENTION CENTER, AN AGENCY OF HENRY COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS. (F&BC 1-9-17)

Issue/Request:

- City needs offsite housing facilities for Lee's Summit municipal offenders. Due to continually changing capacity levels, multiple offsite housing facilities are needed to ensure city needs are continually met.
- Henry County Detention Center is currently utilized by the city to accommodate this need.
- The current contract with Henry County Detention Center has expired.
- The agreement sets forth an inmate housing rate of \$40.00 per day, with a monthly discount calculated by average daily population of prisoners in the detention center for the month.
- Inmate housing rates may be subject to change with 60 days notice from Henry County.
- The attached ordinance would authorize the City Manager to approve any changes in inmate housing rates.
- The term of this agreement will be for a period of one (1) year from the date of this Agreement and will automatically renew for four (4) successive one (1) year periods unless either party notifies the other of its intent not to renew at least thirty (30) days prior to the end of the current term. Irrespective thereof, either party may terminate this Agreement at any time upon giving 30 days written notice to the other party; provided that the Agency may immediately terminate this Agreement and incur no liability if an Inmate has been mistreated in violation of Paragraph 1 of the Agreement.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE HENRY COUNTY DETENTION CENTER, AN AGENCY OF HENRY COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE HENRY COUNTY DETENTION CENTER, AN AGENCY OF HENRY COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS.

Impact/Analysis:

In FY17 the budgeted amount for the prisoner and detainee expenses is \$275,000. Total encumbrances to date for FY17 are \$77,000. The proposed budget amount for FY18 is \$275,000. These expenditures in this account are affected by the court sentencing of detainees and can vary from year to year depending on arrest numbers and sentencing by Municipal Judges.

This agreement would continue to assist in giving the City a sufficient number of facilities to utilize to fulfill its needs.

The City also currently has agreements for the offsite housing of prisoners with Johnson County, Missouri and Caldwell County, Missouri detention centers.

Presenter: Major Curt Mansell

Recommendation:

Staff recommends approval AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE HENRY COUNTY DETENTION CENTER, AN AGENCY OF HENRY COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS.

Committee Recommendation: On motion by Councilmember Forte and second by Vice Chair Seif, this Ordinance was recommended for approval to the City Council - Regular Session, due back on 1-19-17. The vote was unanimous.

BILL NO. 17-19

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE HENRY COUNTY DETENTION CENTER, AN AGENCY OF HENRY COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS.

WHEREAS, the City of Lee's Summit, Missouri ("City") desires to contract for the off premises confinement of prisoners; and,

WHEREAS, the Henry County Detention Center, an agency of Henry County, Missouri (Henry County), a Missouri governmental facility, has offered to provide services for off premises prisoner confinement; and,

WHEREAS, the City and Henry County desire to enter into an intergovernmental agreement for confinement of prisoners.

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

SECTION 1. That the Agreement for Confinement of Prisoners by and between the City of Lee's Summit, Missouri and the Henry County Detention Center (the "Agreement"), appended hereto and made a part hereof by reference, is hereby approved and the Mayor is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council for 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 Public Safety *Beth Murano*



Henry County Detention Center
200 North Main St.
Clinton Mo, 65325
Phone: 660-885-7300



AGREEMENT FOR CONFINEMENT OF PRISONERS

This Agreement is made and entered into on _____, by and between the Henry County Detention Center, a Missouri Government Facility (hereinafter referred to as "Facility") and the City of Lee's Summit, Missouri, a Missouri constitutional charter city, (hereinafter referred to as "Agency").

FACILITY AND THE AGENCY AGREE AS FOLLOWS:

1. Services Provided: Facility shall provide detention services (as provided in Paragraph 3 herein), shelter and other usual services for low to medium custody level inmates of Agency (hereinafter referred to as "Inmates") being confined at Facility, which is located at 200 N. Main St, Clinton MO 64735. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or government entity without the prior written consent of the Agency.

a. Quality of Care and Treatment: Facility shall at all times treat and care for all Inmates placed with the Facility in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the State of Missouri or the United States of America.

b. Licensing and Structures: Facility shall maintain and ensure all necessary and appropriate licensing requirements, permits, and building, fire, health and safety codes. Facility warrants to the Agency that structure of the Facility meets or exceeds all applicable building codes and standards.

c. Record-keeping: Facility shall maintain accurate, timely and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against all Inmates confined at the Facility. Facility shall also maintain records on Inmates regarding all incidents involving use of force, inmate injuries, grievances, complaints, claims or lawsuits lodged against Facility. The Agency shall have a right of access to such records, and Facility expressly agrees to provide Agency with copies of such records upon request.

d. Training: Facility warrants to Agency that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards, including training with regard to anti-discrimination policies (as provided in Paragraph 24 herein).

e. Pre-employment Screening and Background Checks: Facility warrants to Agency that all of its employees or independent contractors who may come into contact with inmates or inmate property are and will continue to be properly screened, including appropriate background checks, in compliance with all requirements of state, local and federal law consistent with industry standards, prior to their employment with Facility or interaction with inmates referred to Facility by the Agency.

f. Notification: Facility shall immediately notify Agency of any of the following events: the death of an Inmate; the emergency medical treatment of an Inmate; the escape of an Inmate; the filing of a lawsuit or claim by and Inmate against Facility; the filing of a claim, lawsuit or administrative action against the Facility with regard to its treatment of Inmates; or the use of force on or against an Inmate.

g. Release of Inmates: Facility shall release Inmates back to the Agency. Facility shall not release Inmates into general populace without making proper warrants and warrant checks (Jake's Law). Facility shall not grant furloughs or passes to any Inmates without the specific written authorization of the Agency.

h. Resident Agent: Facility shall designate a local agent for the acceptance of service in the State of Missouri.

i. Access to the Court System: Facility shall ensure that all inmates referred by the Agency shall have access to the court system, including but not limited to the Lee's Summit Municipal Court and the use of U.S. Postal Service.

2. Cost: In consideration of the services provided to the Agency under Paragraph 1 above, the Agency shall pay Facility a daily rate per inmate of \$40.00 for males and \$40.00 for females. Discount will be given on a monthly bill equal to the ADP (average daily population) housed in the same month, up to a maximum of 15%. This discount will be calculated as follows: Example 10 inmates x 30 days = 300 inmate days, 300 x \$40 = \$12,000, 300 inmate days/ 30 days in the month = 10% ADP (average daily population) \$12000/10% = -\$1,200, TOTAL BILL \$10,800. This bill will be payable monthly, within 30 days of receipt of a monthly invoice for same. This per diem rate is subject to change by Facility upon providing Agency, with no less than 60 days, written notice of such change.

3. Medical Needs:

a. Non-emergency: Facility shall have a qualified medical physician on call on an "as needed" basis for purposes of providing routine medical care. Facility shall have a qualified medical physician on site at the facility at scheduled times. The Facility shall have a Licensed Vocational Nurse on-site providing services at scheduled times and emergency medical coverage for shifts and days when nurse personnel are not on site. The costs for routine on-site medical services (excluding pharmacy bills) will be paid for by the Facility and all such other off-site medical services shall be pre-authorized through Agency and in accordance with RSMo. Sec. 211.120 shall be paid by the prisoner/detainee/inmate.

b. Emergency Treatment: In the event of an emergency, ambulance services will be requested for all emergency medical situations and directly thereafter Agency will be notified, and in accordance with RSMo. Sec. 211.120 all charges for ambulance, hospital, physician and related charges incurred as a

result thereof, shall be paid by the inmate. In case of death, the Facility will be responsible for all cost of an autopsy. During all emergency transportation, Facility shall have a detention officer accompanying the Inmate until such time as the Inmate is returned to the custody of the Agency or released.

c. Records: Facility shall maintain complete medical records for each Inmate who has received health care services. The records shall be maintained in a manner wholly consistent with applicable laws and NCCHC standards.

4. Inmate History: Inmates assigned to Facility shall be low to medium custody inmates and not considered either an extreme escape risk or violent.

5. Reservation: Facility reserves the right to refuse any inmate from the Agency to admittance into the jail owned or operated by the Facility, and to return any Inmate accepted by Facility to the Agency upon reasonable notice given to the Agency at no expense to Agency. Facility reserves the right to refuse prisoners to keep us below Federal guideline numbers.

6. No Third Party Beneficiary Enforcement: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and Facility, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the expressed intention of the Agency and Facility that any entity, other than the Agency or Facility, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

a. This Agreement is not intended to create any rights, liberty interest, nor entitlements in favor of any Inmate. The Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto. Inmates shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

7. Term: This Agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for four (4) successive one (1) year periods unless either party notifies the other of its intent not to renew at least thirty (30) days prior to the end of the current term. Irrespective thereof, either party may terminate this Agreement at any time upon giving 30 days written notice to the other party; provided that the Agency may immediately terminate this Agreement and incur no liability if an Inmate has been mistreated in violation of Paragraph 1 of the Agreement.

8. Insurance: Facility shall maintain general liability and motor vehicle insurance and any necessary correctional, professional, or commercial vehicle liability riders in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and shall furnish to the Agency proof of said liability coverage in a regular and commercially reasonable manner. Agency, in the name City of Lee's Summit, shall be additionally insured on any and all such policies. Facility agrees to notify the Agency of any changes in said insurance coverage. Facility shall maintain workers' compensation insurance or a certified self insurance plan in the statutory minimum.

9. Right of Inspection: The Agency shall have the right to inspect, at any reasonable time, the correctional facility owned by Facility, which houses Inmates.

10. Death of an Inmate: In the event of the death of an Inmate, Facility shall immediately notify the Agency. Arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. All costs of an autopsy shall be the responsibility of the Facility. The Agency shall assume full responsibility for said body upon its return to the Agency's jurisdiction.

11. Escapes: In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the agency and local authorities. Facility shall take any necessary steps to assist in the apprehension of the escaped Inmate. Facility shall bear any and all costs of and/or charges as the result of an escape.

12. Services for Inmates: All Inmates have access to reading materials, scheduled visits, religious services, and recreation activities.

13. Agreement: This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement, and understandings are superseded hereby.

14. Amendment: This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

15. Notices: All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery, or facsimile transmission as follows:

If to the Agency:

Lee's Summit Police Department
10 N.E. Tudor Rd
Lee's Summit, MO 64086
Phone: 816-969-1728

If to the Facility

Henry County Detention Center
200 N. Main Street
Clinton, MO 64735
Phone: 660-885-7021

Either party may change their notification address or facsimile number upon reasonable notification of such change given to the other party.

16. Independent Contractor Status: Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out provision of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. This Agreement is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind

between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement and contract documents incorporated by reference herein. Facility shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Agency harmless with respect thereto.

17. Non-Exclusive Contract: Facility acknowledges that it doesn't have an exclusive contract with the Agency for the housing and care of Inmates in the custody of the Agency. Nothing in this Agreement shall be construed to create an exclusive relationship between the Agency and Facility for the care and confinement of Inmates.

18. Inmate Accounts: Facility shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements debiting such account for responsible amounts for the Inmates' purchase of personal items. Disbursements shall be made in limited amount as are reasonable necessary for such personal items. Facility shall be accountable to Agency for such Inmate funds. Upon the Inmate's return to the Agency during normal business hours the funds maintained in such account shall be returned with the Inmate to the Agency.

19. Programs: Inmates referred to Facility by the Agency shall have the same access to and right to participate in Facility's programs as all other general population inmates of Facility.

20. Indemnification:

a. By Facility: Facility shall indemnify and hold Agency harmless from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from or relating to the provision of services contemplated by this Agreement, and Facility shall, at the Agency's request, undertake in its name and defense of all actions arising from such occurrence while the Agency is a defendant; provided, however, that Facility shall not be required to indemnify the Agency for the Agency's violation of the terms of this Agreement with regard to Inmate History, as described in Paragraph 5 herein, or for the negligent act or omission of the Agency. Subject to the foregoing provision, Facility shall also pay all costs, damages, expenses and reasonable attorney's fees incurred by the Agency in connection with any such claims and shall not settle any such claim against the Agency without the consent of the Agency which consent shall not be unreasonably withheld. In the event the Facility has the opportunity to settle a loss on the Agency's behalf, and the Agency withholds its consent to settle such, and if the consent to settle was unreasonably withheld by Agency, then the obligation of the Facility shall not exceed the amount of the settlement offer as of the date of such refusal.

b. By Agency: The Agency shall not hold harmless or indemnify Facility for any liability whatsoever except the fraud or gross neglect of Agency in falsifying or failing to provide accurate criminal information on an Inmate, which accurately presented to the Facility would have caused Facility to reject such inmate in accordance with Paragraph 5. Nothing in this Agreement shall be construed to limit Facility's liability to the Agency; as such liability may exist by or under operation of law.

21. Successors and Assigns: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, and successors. The parties' rights and obligations under this Agreement may be assigned only upon the written consent of the other party, which consent shall not be unreasonable withheld. Notwithstanding the foregoing, Facility's obligations under the terms of this Agreement shall survive assignment and may not be absolved by the assignment its obligations under this agreement.

22. Anti-Discrimination Requirements: During the performance of this Agreement, Facility agrees as follows:

a. Facility will not discriminate against any employee or applicant for employment based on race, religion, color, sex, disability, age, national origin, or ancestry. Facility will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; the recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.

b. Facility will, in all solicitations or advertisements for employees placed by or on behalf of Facility, indicate that all qualified will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

c. Facility will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. Facility shall ensure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

e. If Facility shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and Facility may be declared ineligible for any further Agency contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, Facility shall have no claims for damages against the Agency on account of such terminations, cancellation, or suspension or declarations of ineligibility.

f. Facility shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner, which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS & 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS & 2000e et. Seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS & 3601 et seq.); The Americans with Disabilities Act of 1990, 42 U.S.C. 7 12101, and amendments thereto; such records shall at all times remain open to inspection by an individual designated by Sheriff Kent Oberkrom for such purpose.

g. Facility and Agency, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

Facility: **Henry County Commissioner**

Authorized Signature Date

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

Authorized Signature Date

Packet Information

File #: BILL NO. 17-20, **Version:** 1

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CALDWELL COUNTY DETENTION CENTER, AN AGENCY OF CALDWELL COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS. (F&BC 1-9-17)

Issue/Request:

- City needs offsite housing facilities for Lee's Summit municipal offenders. Due to continually changing capacity levels, multiple offsite housing facilities are needed to ensure city needs are continually met.
- Caldwell County Detention Center is currently utilized by the city to accommodate this need.
- The current contract with Caldwell County Detention Center has expired.
- The agreement sets forth an inmate housing rate of \$45.00 per day. Per Diem rates will be mutually agreed upon every six months, and any rate changes will be done in writing. Rates will be based on the consumer price index for Facility's area and minimum of 10 inmates after 45 days of signing this contact.
- Inmate housing rates may be subject to change with 60 days notice from Caldwell County.
- The attached ordinance would authorize the City Manager to approve any changes in inmate housing rates.
- The term for this agreement is for a period of one (1) year from the date of this Agreement and will automatically renew for four (4) successive one (1) year periods unless either party notifies the other of its intent not to renew at least thirty (30) days prior to the end of the current term. Irrespective thereof, either party may terminate this Agreement at any time upon giving 30 days written notice to the other party; provided that the Agency may immediately terminate this Agreement and incur no liability if an Inmate has been mistreated in violation of Paragraph 1 of the Agreement.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CALDWELL COUNTY DETENTION CENTER, AN AGENCY OF CALDWELL COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING EXECUTION OF AN

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CALDWELL COUNTY DETENTION CENTER, AN AGENCY OF CALDWELL COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS.

Impact/Analysis:

In FY17 the budgeted amount for the prisoner and detainee expenses is \$275,000. Total encumbrances to date for FY17 are \$77,000. The proposed budget amount for FY18 is \$275,000. These expenditures in this account are affected by the court sentencing of detainees and can vary from year to year depending on arrest numbers and sentencing by Municipal Judges.

This agreement would continue to assist in giving the City a sufficient number of facilities to utilize to fulfill its needs.

The City also currently has agreements for the offsite housing of prisoners with Johnson County, Missouri and Caldwell County, Missouri detention centers.

Presenter: Major Curt Mansell

Recommendation:

Staff recommends approval OF AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CALDWELL COUNTY DETENTION CENTER, AN AGENCY OF CALDWELL COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS.

Committee Recommendation: On motion by Vice Chair Seif, second by Councilmember Forte, this Ordinance was recommended for approval to the City Council - Regular Session, due back on 1-19-17. The vote was unanimous.

BILL NO. 17-20

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE CALDWELL COUNTY DETENTION CENTER, AN AGENCY OF CALDWELL COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS.

WHEREAS, the City of Lee's Summit, Missouri ("City") desires to contract for the off premises confinement of prisoners; and,

WHEREAS, the Caldwell County Detention Center, an agency of Caldwell County, Missouri (Caldwell County), a Missouri governmental facility, has offered to provide services for off premises prisoner confinement; and,

WHEREAS, the City and Caldwell County desire to enter into an intergovernmental agreement for confinement of prisoners.

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

SECTION 1. That the Agreement for Confinement of Prisoners by and between the City of Lee's Summit, Missouri and the Caldwell County Detention Center (the "Agreement"), appended hereto and made a part hereof by reference, is hereby approved and the Mayor is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That the City Manager is hereby authorized to approve any changes in inmate housing rates as set forth in the Agreement, provided any increase does not exceed increases in the then current Consumer Price Index (CPI), for like facilities in the geographic area, for the preceding 6 months.

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

ATTEST:

City Clerk *Denise R. Chisum*

Mayor Randall L. Rhoads

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

ATTEST:

City Clerk *Denise R. Chisum*

Mayor Randall L. Rhoads

APPROVED AS TO FORM:

Chief Counsel of Public Safety *Beth Murano*



Caldwell County Detention Center
P.O. Box 38
280 W. Main St.
Kingston MO 64650
Phone: (816) 586-5245 Fax: (816) 586-2956



AGREEMENT FOR CONFINEMENT OF PRISONERS

This Agreement is made and entered into on _____, by and between the **Caldwell County Detention Center**, a Missouri Government Facility (hereinafter referred to as "Facility"), and the **City of Lee's Summit, Missouri, a Missouri constitutional charter city**, (hereinafter referred to as "Agency").

FACILITY AND THE AGENCY AGREE AS FOLLOWS:

1. **Services Provided:** Facility shall provide detention and transportation services (as provided in Paragraph 4 herein), food, clothing, medical services (as provided in Paragraph 3 herein), shelter and other usual services for low to medium custody level inmates of Agency (hereinafter referred to as "Inmates") being confined at Facility, which is located at **280 W. Main Street, Kingston, MO 64650**. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or governmental entity without the prior written consent of the Agency.
 - a. **Quality of Care and Treatment:** Facility shall at all times treat and care for all Inmates placed with the Facility in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the State of Missouri or the United States of America.
 - b. **Licensing and Structures:** Facility shall maintain and ensure all necessary and appropriate licensing requirements, permits, and building, fire, health and safety codes. Facility warrants to the Agency that structure of the Facility meets or exceeds all applicable building codes and standards.
 - c. **Record-keeping:** Facility shall maintain accurate, timely and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against all Inmates confined at the Facility. Facility shall also maintain records on Inmates regarding all incidents involving use of force, inmate injuries, grievances, complaints, claims or lawsuits lodged against Facility. The Agency shall have a right of access to such records, and Facility expressly agrees to provide Agency with copies of such records upon request.
 - d. **Training:** Facility warrants to Agency that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with industry standards, including training with regard to anti-discrimination policies (as provided in Paragraph 24 herein).
 - e. **Pre-employment Screening and Background Checks:** Facility warrants to Agency that all of its employees or independent contractors who may come into contact with inmates or inmate property are and will continue to be properly screened, including appropriate background checks, in compliance with all requirements of state, local and federal law consistent with industry standards, prior to their employment with Facility or interaction with inmates referred to Facility by the Agency.
 - f. **Notification:** Facility shall immediately notify Agency of any of the following events: the death of an Inmate; the emergency medical treatment of an Inmate; the escape of an Inmate; the filing of a lawsuit or claim by an Inmate against Facility; the filing of a claim, lawsuit or administrative action against the Facility with regard to its treatment of Inmates; or the use of force on or against an Inmate.

- g. Release of Inmates: Facility shall release Inmates back to the Agency. Facility shall not release Inmates into general populace without making proper wants and warrant checks (Jake's Law). Facility shall not grant furloughs or passes to any Inmates without the specific written authorization of the Agency.
 - h. Resident Agent: Facility shall designate a local agent for the acceptance of service in the State of Missouri.
 - i. Access to the Court System: Facility shall ensure that all inmates referred by the Agency shall have access to the court system, including but not limited to the Lee's Summit Municipal Court and the use of the U.S. Postal Service.
2. Cost: In consideration of the services provided to the Agency under Paragraph 1 above, the Agency shall pay Facility a daily rate per inmate of \$45.00 for males and \$45.00 for females payable monthly, within 30 days of receipt of a monthly invoice for same. This per diem rate is subject to change by Facility upon providing Agency, with no less than 60 days, written notice of such change.
3. Medical Needs:
- a. Non-emergency: Facility shall have a qualified medical physician on call on an "as needed" basis. For purposes of providing routine medical care. Facility shall have a qualified medical physician on site at the facility at scheduled times. The Facility shall have a Licensed Vocational Nurse on-site providing services Monday through Friday on the day shift for forty hours per week and emergency medical coverage for shifts and days when nurse personnel are not on site. The costs for routine on-site medical services (excluding pharmacy bills) will be paid for by the Facility and all such other off-site medical services shall be pre-authorized through Agency and in accordance with RSMo.Sec.211.120 shall be paid by the prisoner/detainee/inmate.
 - b. Emergency Treatment: In the event of an emergency, ambulance services will be requested for all emergency medical situations and directly thereafter Agency will be notified, and in accordance with RSMo.Sec.211.120 all charges for ambulance, hospital, physician and related charges incurred as a result thereof, shall be paid by the inmate. In case of death, the Facility will be responsible for all cost of an autopsy. During all emergency transportation, Facility shall have a detention officer accompanying the Inmate until such time as the Inmate is returned to the custody of the Agency or released.
 - c. Records: Facility shall maintain complete medical records for each Inmate who has received health care services. The records shall be maintained in a manner wholly consistent with applicable laws and NCCHC standards.
4. Transportation: Facility shall provide transportation of the Inmates to and from the Agency. Facility shall be responsible for any and all costs of transportation. Transportation shall be made twice daily (morning and afternoon) or the request for transportation specifies a time in the future greater than 24 hours, at the time specified.
5. Inmate History: Inmates assigned to Facility shall be low to medium custody inmates and not considered either an extreme escape risk or violent.
6. Reservation: Facility reserves the right to refuse any inmate from the Agency to admittance into the jail owned or operated by the Facility, and to return any Inmate accepted by Facility to the Agency upon reasonable notice given to the Agency at no expense to the Agency. Facility reserves the right to refuse prisoners to keep us below Federal guideline numbers.
7. No Third Party Beneficiary Enforcement: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and Facility, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the expressed intention of the

Agency and Facility that any entity, other than the Agency or Facility, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

This Agreement is not intended to create any rights, liberty interest, nor entitlements in favor of any Inmate. The Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto. Inmates shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

8. **Term:** This Agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for four (4) successive one (1) year periods unless either party notifies the other of its intent not to renew at least thirty (30) days prior to the end of the current term. Irrespective thereof, either party may terminate this Agreement at any time upon giving 30 days written notice to the other party; provided that the Agency may immediately terminate this Agreement and incur no liability if an Inmate has been mistreated in violation of Paragraph 1 of the Agreement. Per Diem rates will be mutually agreed upon every six months, and any rate changes will be done in writing. Rates will be based on the consumer price index for Facility's area and minimum of 10 inmates after 45 days of signing this contact.
9. **Insurance:** Facility shall maintain general liability and motor vehicle insurance and any necessary correctional, professional, or commercial vehicle liability riders in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and shall furnish to the Agency proof of said liability coverage in a regular and commercially reasonable manner. Agency, in the name City of Lee's Summit, shall be additionally insured on any and all such policies. Facility agrees to notify the Agency of any changes in said insurance coverage. Facility shall maintain workers' compensation insurance or a certified self insurance plan in the statutory minimum.
10. **Right of Inspection:** The Agency shall have the right to inspect, at any reasonable time, the correctional facility owned by Facility, which houses Inmates.
11. **Death of an Inmate:** In the event of the death of an Inmate, Facility shall immediately notify the Agency. Arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. All costs of an autopsy shall be the responsibility of the Facility. The Agency shall assume full responsibility for said body upon its return to the Agency's jurisdiction.
12. **Escapes:** In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the agency and local authorities. Facility shall take any necessary steps to assist in the apprehension of the escaped Inmate. Facility shall bear any and all costs of and/or charges as the result of an escape.
13. **Services for Inmates:** All Inmates have access to reading materials, scheduled visits, religious services, and recreation activities.
14. **Agreement:** This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement, and understandings are superseded hereby.
15. **Amendment:** This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.
16. **Notices:** All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery, or facsimile transmission as follows:

If to the Agency:

Lee's Summit Police Department
10 N.E. Tudor Rd
Lee's Summit, MO 64086
Phone: 816-969-1728

If to the Facility:

Caldwell County Detention Center
Sheriff Jerry Galloway
280 W. Main, P.O. Box 38
Kingston, MO 64650
Phone: 816-586-5245
Fax: 816-586-2956

Either party may change their notification address or facsimile number upon reasonable notification of such change given to the other party.

17. Independent Contractor Status: Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out provision of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. This Agreement is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement and contract documents incorporated by reference herein. Facility shall be solely responsible for the acts of Facility, its employees, agents, and subcontractors. Facility shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Agency harmless with respect thereto.
18. Non-Exclusive Contract: Facility acknowledges that it doesn't have an exclusive contract with the Agency for the housing and care of Inmates in the custody of the Agency. Nothing in this Agreement shall be construed to create an exclusive relationship between the Agency and Facility for the care and confinement of Inmates.
19. Inmate Accounts: Facility shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements debiting such account for responsible amounts for the Inmates' purchase of personal items. Disbursements shall be made in limited amount as are reasonable necessary for such personal items. Facility shall be accountable to Agency for such Inmate funds. Upon the Inmate's return to the Agency during normal business hours the funds maintained in such account shall be returned with the Inmate to the Agency.
20. Programs: Inmates referred to Facility by the Agency shall have the same access to and right to participate in Facility's programs as all other general population inmates of Facility.
21. Publicity: Facility shall not be authorized to release personal or criminal history information or photographs of Inmates referred from the Agency, or publicize personal or criminal history information to or on any media, or release information concerning their arrival or departure from the Facility.
22. Indemnification:
 - a. By Facility: Facility shall indemnify and hold Agency harmless from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from or relating to the provision of services contemplated by this Agreement, and Facility shall, at the Agency's request, undertake in its name and defense of all actions arising from such occurrence while the Agency is a defendant; provided, however, that Facility shall not be required to indemnify the Agency for the Agency's violation of the terms of this Agreement with regard to Inmate History, as described in Paragraph 5 herein, or for the negligent act or omission of the Agency. Subject to the foregoing provision, Facility shall also pay all costs, damages, expenses and reasonable attorney's fees incurred by the Agency in connection with any such

claims and shall not settle any such claim against the Agency without the consent of the Agency which consent shall not be unreasonably withheld. In the event the Facility has the opportunity to settle a loss on the Agency's behalf, and the Agency withholds its consent to settle such, and if the consent to settle was unreasonably withheld by Agency, then the obligation of the Facility shall not exceed the amount of the settlement offer as of the date of such refusal.

- b. By Agency: The Agency shall not hold harmless or indemnify Facility for any liability whatsoever except the fraud or gross neglect of Agency in falsifying or failing to provide accurate criminal information on an Inmate, which accurately presented to the Facility would have caused Facility to reject such inmate in accordance with Paragraph 5. Nothing in this Agreement shall be construed to limit Facility's liability to the Agency; as such liability may exist by or under operation of law.
23. Successors and Assigns: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, and successors. The parties' rights and obligations under this Agreement may be assigned only upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Facility's obligations under the terms of this Agreement shall survive assignment and may not be absolved by the assignment its obligations under this agreement.
24. Anti-Discrimination Requirements: During the performance of this Agreement, Facility agrees as follows:
- a. Facility will not discriminate against any employee or applicant for employment based on race, religion, color, sex, disability, age, national origin, or ancestry. Facility will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; the recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.
 - b. Facility will, in all solicitations or advertisements for employees placed by or on behalf of Facility, indicate that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
 - c. Facility will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. Facility shall ensure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
 - e. If Facility shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and Facility may be declared ineligible for any further Agency contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, Facility shall have no claims for damages against the Agency on account of such termination, cancellation, or suspension or declaration of ineligibility.
 - f. Facility shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner, which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS & 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS & 2000e et. Seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS & 3601 et seq.); The Americans with Disabilities Act of 1990, 42 U.S.C. 7 12101, and amendments thereto; such records shall at all times remain open to inspection by an individual designated by **Sheriff Jerry Galloway** for such purpose.
 - g. Facility and Agency, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are

incorporated by reference and made a part of this Agreement.

Facility: **Caldwell County Detention Center**

Authorized Signature

Date

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

Authorized Signature

Date

Packet Information

File #: BILL NO. 17-21, **Version:** 1

AN ORDINANCE APPROVING EXTENSION NO. 2 TO CONTRACT NO. 2011-142/4R BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND TOWN & COUNTRY DISPOSAL, LLC TO EXTEND CURRENT CONTRACT SERVICES AND PRICING FOR WASTE REMOVAL AND RECYCLING SERVICES THROUGH JUNE 30, 2017. (F&BC 1-9-17)

Issue/Request:

- Due to increase in pricing established via bid response from Town & Country Disposal, LLC a contract extension would allow City departments enough time to address such increases in their FY 2018 budget.
- Town and Country, LLC has agreed to the contract extension as long as the City pursues recommendation for award of Bid and Contract No. 2017-054 (see TMP-0060), to Town & Country, LLC.
- This requested contract extension would keep pricing and service provisions at their current rates through June 30, 2017 and would eliminate an impact to the current fiscal year and the need to do a mid-year budget adjustment.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING EXTENSION NO. 2 TO CONTRACT NO. 2011-142/4R BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND TOWN & COUNTRY DISPOSAL, LLC TO EXTEND CURRENT CONTRACT SERVICES AND PRICING FOR WASTE REMOVAL AND RECYCLING SERVICES THROUGH JUNE 30, 2017.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING EXTENSION NO. 2 TO CONTRACT NO. 2011-142/4R BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND TOWN & COUNTRY DISPOSAL, LLC TO EXTEND CURRENT CONTRACT SERVICES AND PRICING FOR WASTE REMOVAL AND RECYCLING SERVICES THROUGH JUNE 30, 2017.

Background:

The original bid 2011-142 was solicited via formal process and a contract was established in August, 2011. There were two modifications to the original contract on January 31, 2012 adding a 30 YD self contained compactor located at Legacy Park. The second modification that went into effect on October 31, 2013 changed the frequencies of the downtown pickups.

The first extension to contract 2011-142/4R extended the contract expiry date from October 30, 2016 to

January 30, 2017. Extension No. 1 was pursued due to the following: 1. Revision of the downtown waste bin locations map. 2. Receiving feedback from Departments pertaining to current versus potential need. 3. Awaiting verification of the new roles of landfill personnel and the potential impact on the new bid document.

Presenter: Ben Calia, Procurement and Contract Services Manager

Staff recommends submitting to City Council for approval AN ORDINANCE APPROVING EXTENSION NO. 2 TO CONTRACT NO. 2011-142/4R BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND TOWN & COUNTRY DISPOSAL, LLC TO EXTEND CURRENT CONTRACT SERVICES AND PRICING FOR WASTE REMOVAL AND RECYCLING SERVICES THROUGH JUNE 30, 2017.

On motion by Councilmember Forte, second by Councilmember Seif, this Ordinance was recommended for approval to the City Council - Regular Session, due back on 1-19-17. The vote was:
Aye - 2, Nay 1.

BILL NO. 17-21

AN ORDINANCE APPROVING EXTENSION NO. 2 TO CONTRACT NO. 2011-142/4R BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND TOWN AND COUNTRY DISPOSAL FOR WASTE REMOVAL AND RECYCLING SERVICES EXTENDING CONTRACT SERVICES AND PRICING THROUGH JUNE 30, 2017.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") and Town & Country Disposal (hereinafter "Town & Country") entered into Contract No. 2011-142 on August 9, 2011 for a period of one year with the possibility of four (4) additional one-year renewals for the provision of waste removal and recycling services for the City; and,

WHEREAS, City has exercised its' option for all four (4) one year renewals originally contemplated under Contract No. 2011-042/4R, which resulted in a final service expiration of October 30, 2016; and,

WHEREAS, on or about August 31, 2016, City sought from Town & Country, and Town & Country agreed to an informal temporary extension of Contract No. 2011-142/4R from its expected expiration date of October 30, 2016 to January 30, 2017; and,

WHEREAS, the City issued Bid No. 2017-014 for waste removal and recycling services in anticipation of the upcoming expiration of Contract No. 2011-142/4R; and,

WHEREAS, based upon the evaluation of responses, the project evaluation committee recommended the award of Bid No. 2017-014 to Town and Country Disposal LLC for waste removal and recycling services as Contract No. 2017-014; and,

WHEREAS, the pricing received in Bid No. 2017-014 represents a marked increase over those rates currently being received under Contract No. 2011-142/4R; and,

WHEREAS, the City requested to enter into a contract amendment with Town & Country to extend the Contract No. 2011-142/4R services and pricing until the end of Fiscal Year 2017 to allow departments to appropriately manage resources and budget for pricing in proposed Contract No. 2017-014; and,

WHEREAS, Town & Country has consented to City's request to amend Contract No. 2011-142/4R to extend services and pricing until June 30, 2017, subject to award of Bid 2017-014 to Town and Country Disposal LLC.

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

SECTION 1. That Extension No. 2 to Contract No. 2011-142/4R by and between the City of Lee's Summit, Missouri and Town & Country Disposal, a true and accurate copy being attached hereto as "Exhibit A" and made a part hereof by reference, be and is hereby approved and the City Manager is hereby authorized to execute the same on by and on behalf of the City of Lee's Summit, Missouri.

BILL NO. 17-21

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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



LEE'S SUMMIT MISSOURI

Date: December 22nd, 2016

Vendor: WCA Waste Corporation
Attn: Kevin O'Brien
Address: PO Box 1001
19212 East 231st Street
Harrisonville, MO 64701

Re: Extension No. 2 Request for Contract 11-142/4R for Waste Removal and Recycling Services

Dear Mr. O'Brien and Mr. Mathis:

The current Contract 11-142/4R for Waste Removal and Recycling Services between WCA and the City of Lee's Summit will be expiring on January 30th, 2017. The City of Lee's Summit is currently in the process of evaluating the new bid 2017-014 for Waste Removal and Recycling Services. As the new bid submitted by WCA will have a major impact to Department budgets, the City will need to consider budget amendments. Proper approvals for the proposed budget amendments will be necessary in order to proceed with an Award.

The City is requesting a second extension of current Contract 11-142/4R with WCA Waste Corporation at the current Contract pricing, through June 30th, 2017. Upon approval by Committee and City Council, the new bid 2017-014 submitted by your firm would be awarded to WCA. The new Contract between WCA and the City of Lee's Summit term would be proposed to begin on 07/01/2017 through 6/30/2018.

Your signature below will constitute extending current Contract 11-142/4R at the current pricing until June 30th, 2017. All other aspects of the contract shall remain in effect.

Please sign and return this letter within two (2) business days, that is, by December 27st, 2017. If you have any questions/comments, please feel free to contact me at (816) 969-1083.

Sincerely,

Ben Calla

Procurement and Contract Services Manager

WCA Waste Corporation, agrees to extend Contract No.11-142/4R at the current Contract pricing through June 30th, 2017.

Signature

DISTRICT MANAGER

Title

12/22/16

Date

Stephen A. Arbo, City Manager

Date

APPROVED AS TO FORM:

Office of the City Attorney

Date

Procurement and Contract Services

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net

Packet Information

File #: BILL NO. 17-22, **Version:** 2

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-014 FOR WASTE REMOVAL AND RECYCLING SERVICES TO TOWN AND COUNTRY DISPOSAL, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-014 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI. (F&BC 1 -9-17)

Key Issues:

- City's current contract (Contract No. 2011-142/4R) for waste removal and recycling services was set to expire on January 30, 2017.
- Due to the fiscal impact of the new contract amounts it was determined to extend the current expiry date to June 30, 2017 (See packet TMP-0360). This would allow departments to budget the new contracted pricing accordingly in their FY 2018 budgets.
- City solicited Bid No. 2017-014 for waste removal and recycling services via its' e-bidding service Public Purchase. A pre-bid was held by the City and four potential bidders attended. Forty nine (49) potential bidders were notified via Public Purchase. The bid invitation was also posted on the City's Internet. The bid advertisement and solicitation was also sent to each of the twenty six (26) haulers licensed in Lee's Summit at the time.
- Upon the close of the bid, Wednesday, October 12, 2016, the City received two submissions. Only one was determined to be a complete and qualified response.
- Evaluation Committee reviewed the response and recommended awarding Bid No. 2017-014 to Town and Country Disposal LLC.
- The Procurement Department reached out to potential vendors that did not respond to inquire about reasons for not bidding. Vendors either did not respond or responded that the bid either did not fit business needs or vendor available services/resources.
- Pricing reflected in Town and Country LLC's response to Bid No. 2017-014 is higher than the current contract. The most significant increase is due to the fact that all recycling services in the previous contract were free of charge. It is important to note that the current contract is 5 years old and pricing was not adjusted during the contract period.

Proposed Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-014 FOR WASTE REMOVAL AND RECYCLING SERVICES TO TOWN AND COUNTRY DISPOSAL, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-014 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-014 FOR WASTE REMOVAL AND RECYCLING SERVICES TO TOWN AND COUNTRY DISPOSAL, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-014 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI.

Background:

The City requires waste removal and recycling services for all City departments and various downtown locations. This service is vital to attempting to keep City facilities and downtown locations clean and litter free. It will also aid in reducing potential refuse related health risks from insects and rodents.

Presenter: Ben Calia, Procurement and Contract Services Manager

Recommendation:

Staff recommends the approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-014 FOR WASTE REMOVAL AND RECYCLING SERVICES TO TOWN AND COUNTRY DISPOSAL, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-014 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI

Committee Recommendation: On motion by Councilmember Frote, second by Vice Chair Seif, this Ordinance was recommended for approval to the City Council - Regular Session, due back on 1-19-17. The vote was: 2 - Aye, 1 - Nay.

BILL NO. 17- 22

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-014 FOR WASTE REMOVAL AND RECYCLING SERVICES TO TOWN AND COUNTRY DISPOSAL LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI.

WHEREAS, the City of Lee's Summit issued Bid No. 2017-014 for waste removal and recycling services; and,

WHEREAS, as of the close of the time period for submission and the bid opening of Bid No. 2017-014, a total of two (2) responses were received by the City; and,

WHEREAS, based upon the evaluation of responses, the project evaluation committee recommended the award of Bid No. 2017-014 to Town and Country Disposal, LLC for waste removal and recycling services as Contract No. 2017-014.

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

SECTION 1. That Bid No. 2017-014 be and hereby is awarded to Town and Country Disposal, LLC as Contract No. 2017-014.

SECTION 2. That Contract No. 2017-014 for waste removal and recycling services by and between the City of Lee's Summit, Missouri and Town and Country LLC, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference be and is hereby approved. The City Manager is 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 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 the City of Lee's Summit, Missouri, this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO. 17- 22

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



UNOFFICIAL BID TABULATION

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

BID NUMBER: 2017-014				BIDDER NAME/ADDRESS		
PROJECT: Waste Removal & Recycling Services				Town & Country Disposal LLC		
DATE/TIME: October 18th, 2016 at 11:00 AM				Harrisonville, MO		
ITEM	DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICK UP	TOTAL MONTHLY COST	ANNUAL TOTAL
WASTE REMOVAL : LOCATIONS & PRICING						
4.1	Animal Control 1991 SE Hamblen	1--2 cy dumpster	1x/week Tuesday	\$7.61	\$32.95	\$395.40
4.2	Aviation Division 2751 NE Douglas	1 - 4 cy dumpster w/ lock	1x/week Thursday	\$15.91	\$68.89	\$826.68
4.3	City Hall Loading Dock 220 SE Green Street	3 - 2 cy dumpsters	3x/week Mon/Wed/Fri	\$24.78	\$321.89	\$3,862.71
4.4	City Hall Loading Dock 220 SE Green Street	1- 45 gallon barrel	3x/week Mon/Wed/Fri	included	included	included
4.5	Fire Station 2 2000 NE Rice Rd	2 - 90 gallon polycart	1x/week Monday	\$8.84	\$38.27	\$459.20
4.6	Fire Station 3 210 SW Pryor	1 - 90 gallon polycart	1x/week Monday	\$5.05	\$21.87	\$262.40
4.7	Fire Station 4 404 NE Woods Chapel	2 - 90 gallon polycart	1x/week Monday	\$8.84	\$21.87	\$459.20
4.8	Fire Station 5 3650 SW Windemere	1- 1 ½ cy dumpster	1x/week Monday	\$7.73	\$31.74	\$380.87
4.9	Fire Station 6 101 NE Blackwell	1- 1 ½ cy dumpster	1x/week Monday	\$7.73	\$31.74	\$380.87
4.10	Fire Station 7 2150 SW Scherer Rd.	1 - 2 cy dumpster	1x/week Monday	\$7.61	\$32.95	\$395.40
4.11	Gamber Center 4 SE Independence Avenue	1 - 2 cy dumpster	2x/week Tue & Fri	\$7.61	\$65.90	\$790.83
4.12	Harris Park 110 SW Blue Pkwy	2 - 2 cy dumpster	Off Season- Sept-May; 1 time/week; Wednesday	\$25.18	\$109.05	\$872.37
4.13	Harris Park 110 SW Blue Pkwy	4 - 2 cy dumpster Contractor shall deliver the 2 additional dumpsters during the 3rd wk in May & remove the 2 additional dumpsters, no later than the 2nd wk of September.	In Season- June, July & August; 3 times/week; Monday, Wednesday & Friday	\$20.64	\$268.13	\$807.40



UNOFFICIAL BID TABULATION

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

BID NUMBER: 2017-014

PROJECT: Waste Removal & Recycling Services

DATE/TIME: October 18th, 2016 at 11:00 AM

BIDDER NAME/ADDRESS
Town & Country Disposal LLC Harrisonville, MO

ITEM	DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICK UP	TOTAL MONTHLY COST	ANNUAL TOTAL
4.14	Legacy ParkCommunity Center 901 NE Bluestem Pkwy	3 - 2 cy dumpsters	Off Season- October-April 2 times/week; Sunday & Thursday	\$22.83	\$197.70	\$1,383.90
4.15	Legacy ParkCommunity Center 901 NE Bluestem Pkwy	3 - 2 cy dumpsters	In Season- May-September 3 times/week; Monday, Wednesday & Friday	\$24.78	\$321.89	\$1,609.45
4.16	Police Headquarters 10 NE Tudor Rd	2 - 4 cy dumpsters	2 times/week; Monday & Thursday	\$31.82	\$275.56	\$3,306.72
4.17	Police Headquarters 10 NE Tudor Rd	1 – 90 gallon polycart	2 times/week; Monday & Thursday	\$5.05	\$21.87	\$262.40
4.18	Public Works Operations 1971 SE Hamblen Rd	1 - 2 cy dumpster	2 times/week; Tuesday & Friday	\$7.61	\$65.90	\$790.83
4.19	Fleet Operations 1971 SE Hamblen Rd	1 - 2 cy dumpster	2 times/week; Tuesday & Friday	\$7.61	\$65.90	\$790.83
4.20	Water Utilities Operations 616 NE Douglas	1 - 6 cy "low top" dumpster	1 time/week Thursday	\$22.83	\$98.85	\$1,186.20
4.21	Water Utilities Operations/Tudor Rd Pump Station 1751 NE Tudor Rd	1 – 4 cy dumpster	every other week - Thursday	\$34.48	\$74.48	\$893.76
4.22	Water Utilities/South Terminal 1399 SW Ward Rd	1 – 2cy dumpster	1 time/week Wednesday	\$7.61	\$32.95	\$395.40
GRAND TOTALS FOR DEPARTMENT WASTE (4.1-4.22)				\$311.35	\$2,200.35	\$20,512.82

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

BID NUMBER: 2017-014

PROJECT: Waste Removal & Recycling Services

DATE/TIME: October 18th, 2016 at 11:00 AM

BIDDER NAME/ADDRESS

 Town & Country Disposal LLC
 Harrisonville, MO

RENTAL FEES						
4.23	Park Construction & Operations Center 1801 NE Coneflower	30 cy Waste Compactor	HAUL RATE: \$125.00 (on call) \$32.00/Ton	\$275 Monthly Rental Fee	\$3300.00 Annual Rental Fee	

DOWNTOWN WASTE
OPTION 1--4X/WK

ITEM	LOCATION	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICK UP	TOTAL MONTHLY COST	ANNUAL COST
4.24	Downtown Barrels	41- City Provided 30 Gallon Barrels	4 times/week; Sat, Mon, Wed & Fri	\$41.00	710.12	\$8,521.44
	Farmer's Market Parking Lot	1--City Provided 30 Gallon Barrel	2 times /week Monday & Friday			

OPTION 2--6X/WK

4.25	Downtown Barrels	41- City Provided 30 Gallon Barrels	6 times/week; Sat, Mon, Tues,Wed, Thurs, Fri	\$41.00	\$1,065.18	\$12,782.16
	Farmer's Market Parking Lot	1--City Provided 30 Gallon Barrel	2 times /week Mon & Fri			

4.26	If applicable, State overflow charge incurred on a per pickup basis	.50 per bag				
4.27	State charge per bag liner, if applicable, to be placed by awarded Contractor inside of a 30 gallon barrel located downtown (This is optional for the City).	N/A				
4.28	State charges for temporary roll-off containers of which shall include size of container, length of time and price per container:	Roll Off Containers: 20 yd, 30 yd or 40 yd Delivery \$75.00 Haul \$125.00 Disposal \$32.00/Ton Rent \$3.00 per Day				

RECYCLING REMOVAL: LOCATIONS & PRICING

ITEM	DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICK UP	TOTAL MONTHLY COST	ANNUAL TOTAL
5.1	Animal Control 1991 SE Hamblen Rd.	2 - 90 gallon polycarts	1 time/week; Monday	\$6.20	\$26.85	\$322.20
5.2	Aviation Division 2751 N E Douglas	1 - 4 cy container with lock & chain	1 time/week; Thursday	\$11.14	\$48.24	\$578.88
5.3	City Hall Loading Dock 220 SE Green Street	2 - 2 cy containers with lock & chain	2 times/week; Tuesday & Friday	\$10.66	\$46.16	\$553.92
5.4	Fire Station 2 2000 NE Rice Road	1 - 65 gallon polycart	1 time/week; Monday	\$3.54	\$15.33	\$183.96
5.5	Fire Station 3 210 S W Pryor	1 - 65 gallon polycart	1 time/week; Monday	\$3.54	\$15.33	\$183.96
5.6	Fire Station 4 414 NE Woods Chapel	1 - 65 gallon polycart	1 time/week; Monday	\$3.54	\$15.33	\$183.96
5.7	Fire Station 5 3650 SW Windemere	1 - 65 gallon polycart	1 time/week; Monday	\$3.54	\$15.33	\$183.96
5.8	Fire Station 6 101 N E Blackwell	1 - 65 gallon polycart	1 time/week; Monday	\$3.54	\$15.33	\$183.96
5.9	Fire Station 7 2150 SW Scherer Rd.	1 - 90 gallon polycart	1 time/week; Monday	\$3.54	\$15.33	\$183.96

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

BID NUMBER: 2017-014

PROJECT: Waste Removal & Recycling Services

DATE/TIME: October 18th, 2016 at 11:00 AM

BIDDER NAME/ADDRESS		
Town & Country Disposal LLC Harrisonville, MO		

ITEM	LOCATION	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICK UP	TOTAL MONTHLY COST	ANNUAL COST
5.10	Gamber Center 4 SE Independence Avenue	1 – 2 cy container with lock and chain	1 time/week; Tuesday	\$5.33	\$23.08	\$276.96
5.11	Harris Park Community Center 110 SW Blue Pkwy	1 – 2 cy container with lock and chain	Off Season- Sept-May; 1 time/week; Wednesday	\$5.33	\$23.08	\$207.72
5.12	Harris Park Community Center 110 SW Blue Pkwy	1 – 2 cy container with lock and chain	In Season- June, July & August; 3 times/week; Monday, Wednesday & Friday	\$5.33	\$69.24	\$207.72
5.13	Legacy Park Community Center 901 NE Bluestem Pkwy	1 – 90 gallon polycart	1 time/week; Tuesday	\$3.54	\$15.33	\$183.96
5.14	Police Headquarters 10 NE Tudor Rd	8 – 90 gallon polycarts	3 times/week; Monday, Wednesday & Friday	\$28.32	\$367.88	\$4,414.56
5.15	Fleet Operations 1971 SE Hamblen Rd	1 – 2 cy container	1 time/week; Monday	\$5.33	\$23.08	\$276.96
5.16	Water Utilities – Operations 616 NE Douglas	3 – 90 gallon polycarts	1 time/week; Thursday	\$10.63	\$45.98	\$551.76
5.17	Water Utilities – Operations – South Terminal 1399 SW Ward Road	3 – 90 gallon polycart	1 time/month; last Wednesday	\$20.00	\$30.00	\$360.00
5.18	Park Construction & Operations Center 1801 NE Coneflower	2 – 90 gallon polycart	1 time/week; Tuesday	\$7.08	\$30.66	\$367.92

GRAND TOTALS FOR DEPARTMENT RECYCLING (5.1-5.18)				\$140.13	\$841.56	\$9,406.32
---------------------------------------------------------	--	--	--	----------	----------	------------

Does your Company offer a Rebate Program for the above identified City Recycling locations? (Note: If answering Yes, program documentation is a requirement of bid submittal)				No		
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--	----	--	--

DOWNTOWN RECYCLING						
ITEM	LOCATION	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICK UP	TOTAL MONTHLY COST	ANNUAL COST
5.19	Downtown Recycle Bins	10 – City provided 30 gallon bins with "Recycling" on them	1 time/week; Friday	\$35.40	\$153.28	\$1,839.36

ADDITIONAL INFORMATION		
5.20	Please indicate if your Company is a licensed Hauler through the City of Lee's Summit, Missouri as per Lee's Summit, Missouri, Code of Ordinances, Chapter 25, Solid Waste, Article II. License, Section 25-31 as identified on Bid Page 5, Section 2.3.3	Yes
5.21	During the course of the contract year, the using departments may need to order additional services not specifically listed above. Please state any discounts for such purposes, from your listed prices.	\$0.00
5.22	Please state Contact Name, email address and phone number of individual within your firm that will be responsible for service related issues and problem resolution upon award of this contract.	Don Cartwright, Operations Manager dcartwright@wcamerica.com 816-887-5551
5.23	Please state hours and days that service is available. Please list any holiday of which service will not be provided:	4am-5pm Mon-Fri 4am-1pm Saturdays Holidays: Thanksgiving, Christmas, New Years (route runs 1 day late)

Comments:
Republic Sales submitted a bid but was deemed Non-Responsive for not providing required bid documentation of which included Bid Page 8, Bid Page 14, & Bid Pages 18-20.

Opened By: Tarah Daugherty

Recorded By: Ben Calia

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

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

Bid Deposit Not Required .

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

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

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

Performance and Labor and Material Payment Bonds Not Required .

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

Note the following:

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

CONTRACTUAL REQUIREMENTS.**GENERAL CONTRACTUAL REQUIREMENTS.****1. DEFINITIONS.**

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

or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

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

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

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

Packet Information

File #: BILL NO. 17-23, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO. 7 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND MUNICIPAL COURT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 1-9-17)

Key Issues:

The proposed budget amendment would allow for the hiring of an additional Police Officer to provide security for the Municipal Court.

It is necessary for a POST certified Police Officer to be present during court hours in the event a patron needs to be detained or arrested. Currently, the Police Department provides this service by filling the assignment with a volunteer Officer at an overtime rate of pay. By adding a new Police Officer, this would increase efficiency and continuity in operations by having the new officer's primary assignment be court security. During non-court hours the officer would be eligible for other Police Department assignments or shifts under the supervision of the Police Chief.

Hiring a new Police Officer has an estimated cost of approximately \$58,914 annually. To offset this increase, the amendment proposes to eliminate the vacant Court Baliff positions which would save approximately \$17,664.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING AMENDMENT NO.7 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND MUNICIPAL COURT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING AMENDMENT NO.7 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND MUNICIPAL COURT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Nick Edwards

Recommendation: Staff recommends approval

Committee Recommendation: On motion by Vice Chair Seif, second by Councilmember Forte, this Ordinance was recommended for approval to the City Council - Regular Session due back on 1-19-17. The vote was unanimous.

BILL NO. 17-23

AN ORDINANCE APPROVING AMENDMENT NO. 7 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND MUNICIPAL COURT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Ordinance No. 7894, passed by the City Council on June 16, 2016, adopted the City's Budget for the Fiscal Year ending June 30, 2017; and,

WHEREAS, City Council desires to increase the level of security at Municipal Court; and,

WHEREAS, the appropriate level of security for elected officials and staff at the Municipal Court is achieved by providing a sworn police officer to provide said services when the Municipal Court is in session; and

WHEREAS, the primary job assignment will be to provide court security under the direction and supervision of the Police Chief or his/her designee; and,

WHEREAS, in order to provide a sworn police officer for said services, it is necessary to revise the authorization of full time equivalents in the Police Department, to reallocate certain appropriations from the Municipal Court, and to provide additional appropriations to the Police Department.

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

SECTION 1. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, is hereby amended to authorize one additional full-time equivalent (FTE) for the Master Police Officer position, and decrease the FTE for Bailiff to zero.

SECTION 2. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, is hereby amended by changing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2016-2017, in the manner shown below:

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Municipal Court	(\$17,664)	\$823,952
F100 General Fund	Law Enforcement	\$31,333	\$19,738,474

BILL NO. 17-23

SECTION 2. All other provisions of Ordinance No. 7894 shall remain in full force and effect subject to Amendment No. 1 (Ordinance No: 7944); Amendment No. 2 (Ordinance No: 7945); Amendment No. 3 (Ordinance No: 7963); Amendment No. 4 (Ordinance No: 7993); Amendment No. 5 (Ordinance No: 7994); and Amendment No. 6 (Ordinance No: 8044).

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

Municipal Court

FY18 Budget Summary

Full Time Equivalents (FTE)

Job Titles	FY16 Budget	FY17 Budget	Amended Changes
Accounting Technician	1.00	1.00	
Bond Clerk	1.00	1.00	
Court Administrator	1.00	1.00	
Court Bailiff	0.01	0.48	0.00
Court Security Officer	1.00	1.00	
Deputy Court Clerk	2.30	2.43	
Municipal Judge	1.18	1.15	
Probation/Compliance Officer	2.00	2.00	
Records Management Clerk	0.80	0.80	
Warrant Clerk	1.00	1.00	
Department Totals	11.29	11.39	

Full Time Equivalents (FTE)

Job Titles	FY16 Budget	FY17 Budget	Amended Changes
Administrative Secretary	1.00	1.00	
Animal Control Field Supvr.	1.00	1.00	
Animal Control Manager	1.00	1.00	
Animal Control Officer	5.00	5.00	
Communications Specialist-Pol	16.00	14.00	
Communications Supvr-Police	1.00	1.00	
Crime Scene Technician	1.00	1.00	
Detention Officer	7.50	7.50	
Evidence & Property Tech.	2.00	1.00	
Facilities Maintenance Worker	1.00	1.00	
Lead Comm Specialist-Police	2.00	4.00	
Lead Detention Officer	3.00	3.00	
Master Police Officer	73.00	69.00	70.00
Mgr, Accreditation/Info Mgmt	1.00	1.00	
Parking Control Officer	1.00	1.00	
Police Captain	6.00	6.00	
Police Chief	1.00	1.00	
Police Major I	1.00	1.00	
Police Major II	3.00	3.00	
Police Officer I	20.00	14.00	
Police Officer II	19.00	29.00	
Police Records Clerk	3.50	3.50	
Police Sergeant	19.00	19.00	
Police Services Officer	3.00	3.00	
Police Systems Manager	0.00	1.00	
Purchasing and Supply Officer	1.00	1.00	
Receptionist	1.00	0.00	
Secretary	2.50	3.50	
Shelter Attendant	4.50	4.50	
Technical Services Specialist	1.00	1.00	
Department Totals	202.00	202.00	

Packet Information

File #: 2017-0883, **Version:** 2

Lee's Summit Economic Development Council (LSEDC) Quarterly Report - 4th Quarter 2016

Issue/Request:

Lee's Summit Economic Development Council (LSEDC) Quarterly Report- 4th Quarter 2016

Key Issues:

Mr. Rick McDowell, President and CEO of the Lee's Summit Economic Development Council will be presenting a quarterly report regarding economic development activity to the Mayor and Council.

Background:

The Public Service Agreement between the City and the Lee's Summit Economic Development Council (LSEDC) identifies various performance measures within the agreement as guidelines for measurement on an annual basis. The quarterly report is intended to keep the Mayor and City Council apprised of opportunities and efforts being taken with regard to economic development activities in Lee's Summit.

Presenter: Rick McDowell, President and CEO of the LSEDC

4th Quarter 2016, PSA Report

I. Projects in Review (Oct. - Dec. 2016)

- A. Received **9** new prospects from KCADC
 - Submitted **5** new RFIs/Proposals
- B. Total of **12** Active Projects:
 - **4** local projects

NEW

- **Project MCP** – Manufacturing company seeking a 65,000 SF building with the ability to expand to 120,000 SF in a 5-10 year timeline. (*Non-submittal; no building available.*)
- **Project Tiger** – Manufacturing and distribution facility requiring a minimum of 500,000 SF existing building with 75+ acres to allow for expansion of an additional 500,000 SF. (*Non-submittal; no building available.*)
- **Project Outback** – Building materials company seeking existing buildings and greenfield sites for a new manufacturing facility. Job creation is estimated between 60-80 over two to three years with competitive wages. Capital investment of real estate and \$20-\$25 million in equipment. Property must be rail served directly to the building. (*We have submitted interest on this project with a site in mind.*)
- **Project Chili** – West Coast based company seeking a 30,000 SF facility. 250-300 high-wage, high-skill level employees will be needed. (*We have submitted interest on this project and are awaiting more information.*)
- **Project Renewal** – West Coast based company seeking a new HQ office building. Preference is to build but will consider existing high quality space. Employee count is approximately 350 with plans to expand to 500 in the next 5 years but would like the space for 1,000+. It is estimated that 50% of current employees will transfer. (*We have submitted community profile and land site information.*)
- **Project Max** – Canadian company seeking to establish its first U.S. operations which include laboratory services. Employees are anticipated at 15 to start with 25 by year 5. Potential to add additional facilities. (*We have submitted interest and community profile.*)
- **Project Sugar** – International food manufacturer is looking for an existing 60,000 SF food grade building, single tenant. (*Non-submittal; no building available.*)
- **Project Aces** – Financial services company seeks HQ location. This company currently has offices on West Coast, East Coast and KC Region. An opportunity for 20 jobs immediately followed by 20 more jobs in year two. (*We have submitted RFI on this project.*)

- **Project Cup** – Food-related manufacturing company seeking 150,000 – 200,000 SF facility with extensive building and site requirements. (*Non-submittal; we did not meet building requirements.*)

UPDATES

- **Project 20/20** – Dallas-based beverage production and distribution facility. Operation could create approximately 100 new jobs with a capital investment of \$48M. They require a shovel ready site at 150,000 SF on 20 acres with room for a 50,000 SF expansion. (*Considering buildings 1st – we have submitted sites.*)
- **Project Turtle** – Automotive supplier in search for a “build-to-suit” for 20-25 acres, 150,000 SF manufacturing facility in phase 1 – expandable to 275,000 SF in phase 2. (*We have submitted properties.*)
- **Project Heavy** – In search of a vertical ready site, 20-50 acres to build a 400,000 SF or two 200,000 SF heavy manufacturing facilities. Large water/sewer capacity is essential. (*Site has been submitted.*)
- **Project Blue** – Company interested in building a “spec” building to sale/lease.
- **Project Chip** – Large food company looking for land to build a small distribution facility 20-30,000 SF. (*Did not extend real estate option.*)
- **Project Quartz** – Telesales operation requiring bachelor level college graduates with an average of \$50,000 salary. Need 60-70,000 SF, Class A space but will consider a 40,000 SF temporary space until permanent facility is constructed.
- **Project Peapod** – Kansas based company looking for 15-25,000 SF for mixed-use including office and R&D space.
- **Project Discover** – Three area satellite facilities will merge into one location. Company will build new facility approximately 150,000 SF to accommodate 125 employees. Average wage is \$65,000.

II. Marketing

A. IMN Data Center Forum in Santa Rosa, CA with KCADC

LSEDC President Rick McDowell traveled with KCADC to this event. Pre-scheduled meetings and social events were arranged with select companies and brokers to discuss the KC Metro area and potential relocation.

B. Advisory Board Luncheon – Investor Spotlight – MC Power

Lee’s Summit business, MC Power hosted LSEDC luncheon in October. Executives introduced members inside their industry and shared what they love most about doing business in LS.

C. LS R-7 School Board Annual Update

LSEDC President Rick McDowell spoke in front of the school board about the LSEDC organization, how we work in partnership with the district and gave a highlight of what’s to come for new business in LS.

D. Speaker’s Series featuring Dayton Moore was a big success!

- We had 108 attendees
- LS Tribune covered it as well as all over social media

E. KCADC Annual Luncheon:

- Sponsored with 2 tables (City and EDC)
- Promoted with social media

F. “Walk this Way” Membership Direct Mail:

- Approx. 25 letters and materials were sent to prospects for new members

G. Holiday Celebrations

- Joint party with Chamber at Longview Mansion
- Assorted “LS” holiday sugar cookies and popcorn tins distributed to partners from Rick and staff

H. Third Wednesday’s - Hump Day

LSEDC sponsored event, hosted monthly at Llewelyn’s. This event continues to be a great networking opportunity for our Investors. Open dialogue is creating new business deals and the potential for new investment in the LSEDC.

III. Public Relations and Media

LSEDC related articles submitted to local media outlets including LS Journal, LS Tribune, KC Star, KC Business Journal and online outlets including social media channels. Monthly newsletters, E-blasts and Website news feed on the following topics:

1. Village at View High Press Release:

- Kansas City Business Journal (KCBJ) and MetroWire Media

2. QuikTrip Expansion

- KC Star, KCBJ, MetroWire Media, Heartland RE Business

3. Speaker Series – Dayton Moore

- LS Tribune

4. City purchases Hangar

- Release and social media push

5. Westcott Approval

- Release and social media push

6. Longview Farm Restoration Passes

- News release and social media

5. Groundbreaking Ceremonies (all publicized on social)

- NorthPoint Development – Summit Orchards
- Paragon Star
- Airport

IV. Collaboration:

- A.** Business Development Center
- B.** Chamber
- C.** DLSMS
- D.** Civic Roundtable
- E.** KCADC/EJCA/MO Partnership
- F.** Market Center of Ideas

G. Workforce – LS R-7, MIC, MCC, UCM

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
THE LEE'S SUMMIT ECONOMIC DEVELOPMENT COUNCIL
AND
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this 24th day of June, 2016, is by and between the Lee's Summit Economic Development Council (the "EDC"), a Missouri non-profit corporation, and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (the "City").

WITNESSETH:

WHEREAS, the EDC was created, in part, to assist the City in expanding and diversifying the economic base of Lee's Summit through the attraction and retention of business and industry and the EDC has demonstrated its ability to attract and retain business and industry in the City; and

WHEREAS, the City, by Ordinance No. 4611, did levy a license tax on certain gross receipts of hotels, motels and similar places of business, the resulting revenue of which was to be used to promote the general economic welfare of the City, including, but not limited to the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors ("Hotel/Motel Tax");; and

WHEREAS, the Business and Industry Fund was established for the deposit of the Hotel / Motel Tax revenue to provide funding for this Public Service Agreement, and others as the City Council determines how best to expend the Hotel / Motel Tax revenue for its stated purpose; and

WHEREAS, EDC leadership continues to contribute to the City's economic environment with participation in development discussions, community asset advocacy, and economic development strategies; and

WHEREAS, the Mayor and City Council have adopted an Economic Development Vision Statement that "Lee's Summit will build upon and promote its unique downtown, education excellence and cultural heritage to create and nurture a business environment which fosters entrepreneurship, commercial and neighborhood redevelopment and the attraction and retention of high quality jobs in targeted businesses. In doing so, the tax base will grow ensuring the city's continued ability to deliver an outstanding quality of life and services to both businesses and residents."; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to contract with the EDC for the performance of economic development services as set forth in this Agreement.

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

I. **SCOPE OF SERVICES**

The EDC shall perform economic development services for the benefit of the community. EDC will work independently and collaboratively with City Staff, as necessary, to provide the following services (the "Services"):

- A. EDC will serve as the resource group for potential community investors seeking private sector development and investment strategies.
- B. EDC will collaborate with City leadership to develop strategies that support the City's economic development vision and provide avenues for targeted development activities.
- C. EDC will advocate at the local, regional, state and federal level, as applicable, in pursuit of the community's economic development goals.
- D. EDC will partner with the public and private sectors to continue to develop strategies to maximize investment in the **commercial and neighborhood redevelopment**, including the target area of **downtown** Old Lee's Summit.
- E. EDC will continue to participate in the work to attract, **expand and retain businesses** and support **entrepreneurship**.
- F. EDC will improve the community product to support and **attract knowledge based industries, high quality jobs**, and the creative and entrepreneur class.

II. **TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be from July 1, 2016 to June 30, 2017. Within ninety (90) days prior to the end of the term, EDC shall provide a written report summarizing outcomes from the previous calendar year which includes direct evidence of the extent to which the performance measures outlined in Section III of the Agreement have been achieved, projected budget for its next fiscal year, and its request for renewal of this public service agreement, if applicable.

III. **PERFORMANCE MEASURES.**

Evaluation of whether the EDC is satisfactorily and successfully performing the duties and obligations set forth in this Agreement shall be measured by the following:

- (1) During the term of this agreement the creation of an additional \$2.5 Million Dollars of payroll within the City of Lee's Summit as compared to the prior July 1st to June 30th year.
- (2) The creation of at least 50 new quality jobs, as defined by the Missouri Department of Economic Development, pursuant to the Missouri Quality Job Act RSMo. Sec. 620.1875 through Sec. 620.1900, during the term of this agreement.
- (3) During the term of this agreement the creation of an additional \$6 Million Dollars in investment in development and/or redevelopment within the City of Lee's Summit as compared to the prior July 1st to June 30th year.

The above stated performance measures shall be used as guidelines to be measured against each succeeding year. Further the EDC must document how their direct involvement and efforts contributed to the specific performance measure being met.

IV. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the EDC for the Services in the amount of \$250,911 annually, payable in 12 monthly installments coinciding with the City's fiscal year. Said amount includes reimbursement for all expenses incurred by the EDC in providing the Services. All compensation for the Services is subject to annual appropriation by the City.

V. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

The EDC shall permit an authorized representative of the City to inspect and audit all data and records of the EDC related to its performance under this Agreement.

EDC shall be required to complete a detailed annual budget submitted to the EDC Board of Directors for approval.

EDC shall submit an accounting of all funds spent by EDC for the preceding fiscal year on or before December 1, 2016.

VI. SUBCONTRACTS

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

VII. REPRESENTATION ON BOARD

It is agreed that the EDC's Board of Directors has been created to oversee the operation of the EDC, and the City will possess two voting positions on the Board of Directors consisting of the Mayor and City Manager (or their designees).

The Mayor and City Manager (or their designees) shall also have a voting position on the EDC Executive Board of Directors, and shall serve as ex officio members of all subcommittees.

VIII. NON-DISCRIMINATION PROVISIONS

The EDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

IX. COMPLIANCE WITH THE LAW

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

X. CONFLICT OF INTEREST/ POLITICAL ACTIVITY

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

The EDC shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

EDC employees shall be prohibited from investing in an economic development project business while said business is seeking City approval of economic development incentives for the project.

XI. INDEPENDENT CONTRACTOR

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

XII. CANCELLATION, TERMINATION OR SUSPENSION

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that the EDC is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.
- B. In the event of such default or violation by the EDC, the City shall send to the EDC by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The EDC shall cure or remedy said violation or default within forty-five (45) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within forty-five (45) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon forty-five (45) days written notice thereafter. Termination as aforesaid shall not relieve the EDC of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.
- C. In the event of termination, the City shall only be responsible for paying the pro-rated value of the monthly payment for the month in which termination is effective. The pro-rated amount shall be determined by dividing the monthly payment by the number of days in the month in which termination is effective, and multiplying this daily amount by the number of days up to the effective date of termination. If termination is effective after the full monthly payment for the subject month has been paid, the EDC shall refund the difference between the amount of the full monthly payment and the pro-rated amount to the City within 14 days of the effective date of termination.

XIII. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to the EDC shall be addressed to:

President/CEO
Lee's Summit Economic Development Council
218 S.E. Main Street
P.O. Box 710
Lee's Summit, Missouri 64063

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

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

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

CITY OF LEE'S SUMMIT, MISSOURI
a Missouri constitutional charter


Stephen A. Arbo, City Manager

LEE'S SUMMIT ECONOMIC
DEVELOPMENT COUNCIL, a Missouri
non-profit corporation


Chair of the Board of Directors

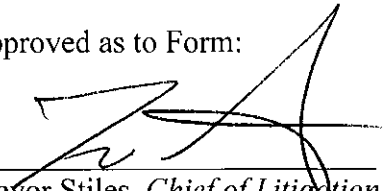
ATTEST:


Denise R. Chisum, City Clerk

ATTEST:


Secretary

Approved as to Form:



Trevor Stiles, *Chief of Litigation*
Office of the City Attorney