



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

Monday, December 5, 2016

4:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF ACTION LETTER
5. PUBLIC COMMENTS
6. BUSINESS

A. [2016-0768](#) APPROVAL OF ACTION LETTER FROM 11-7-16

B. [TMP-0280](#) AN ORDINANCE APPROVING SOLE SOURCE NO. 2017-058 AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND PHYSIO CONTROL, INC. FOR THE MAINTENANCE OF LIFE-PAK DEFIBRILLATORS, LUCAS COMPRESSION DEVICES AND ASSOCIATED EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A ONE YEAR RENEWAL OPTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT FOR THE SAME.

Presenter: Presenter: Brian Austerman, Assistant Chief Fire Department

C. [TMP-0306](#) AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016, AS ADOPTED BY ORDINANCE NO. 7662, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MO.

Presenter: Presenter: Jack Feldman

- D. [TMP-0307](#) AN ORDINANCE APPROVING AMENDMENT NO.6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter:

Presenter: Nick Edwards

- E. [TMP-0309](#) An ordinance REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTablishing the city of Lee's summit schedule of fees and charges.

Presenter:

Presenter: Jack Feldman

7. ROUNDTABLE
8. ADJOURNMENT

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



Packet Information

File #: 2016-0768, **Version:** 1

APPROVAL OF ACTION LETTER FROM 11-7-16



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

Monday, November 7, 2016

4:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

2. ROLL CALL

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

Absent: 1 - Councilmember Craig Faith

3. APPROVAL OF AGENDA

Motion by Councilmember Forte, second by Councilmember Seif, the agenda was approved by unanimous vote.

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

Absent: 1 - Councilmember Craig Faith

4. PUBLIC COMMENTS

No Public Comments

5. BUSINESS

A. [2016-0694](#) APPROVAL OF ACTION LETTER FROM OCTOBER 3, 2016

Motion by Councilmember Forte, second by Councilmember Seif, the Minutes were approved.

Aye: 3 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte

Absent: 1 - Councilmember Faith

B. [2016-0678](#) First Quarter Investment Report

Recommendation: Recommendation: [Enter Recommendation Here]

Presenter: Presenter: Sherri Staub

Sherri Staub made this presentation. No action required.

Finance and Budget Committee

Action Letter

November 7, 2016

- C. [2016-0379](#) A RESOLUTION AUTHORIZING THE AIRPORT DIVISION TO MAKE APPLICATION FOR AN ENERGY EFFICIENCY IMPROVEMENT PROJECT GRANT WITH THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT DIVISION OF ENERGY FOR CERTAIN AIRPORT PROJECTS. (BOAC 10-10-16) (F&BC 11/7/16)

Recommendation: Recommendation: Staff Recommends A RESOLUTION AUTHORIZING THE AIRPORT DIVISION TO MAKE APPLICATION FOR AN ENERGY EFFICIENCY IMPROVEMENT PROJECT GRANT WITH THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT DIVISION OF ENERGY FOR CERTAIN AIRPORT PROJECTS.

Presenter: Presenter: John Ohrazda, Airport Manager

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Forte, that this Resolution be recommended for approval to the City Council - Regular Session, due back on 11/17/2016. The motion carried by unanimous vote.

Aye: 3 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte

Absent: 1 - Councilmember Faith

- D. [TMP-0262](#) AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE RAYTOWN C-2 SCHOOL DISTRICT FOR LEASE OF A MOTOR VEHICLE. (F&BC 11/7/16)

Recommendation: Recommendation: Staff Recommends approval of an Ordinance Authorizing the Execution of a Lease Agreement By and Between the City of Lee's Summit and the Raytown C-2 School District For a Period of One Year With Options For Four Additional One Year Terms

Presenter: Presenter: Travis Forbes, Chief of Police

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 11/17/2016. The motion carried by unanimous vote.

Aye: 3 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte

Absent: 1 - Councilmember Faith

Finance and Budget Committee

Action Letter

November 7, 2016

- E. [TMP-0275](#) AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-020 TO SPRINGSTED, INC. AND AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY TO ENTER INTO A ONE-YEAR CONTRACT WITH SPRINGSTED, INC. FOR THE PROVISION OF A COMPENSATION AND BENEFIT STUDY WITH THE OPTION OF UP TO FOUR (4) ONE-YEAR RENEWALS FOR THE PURPOSES OF PROVIDING ON-CALL SUPPORT RELATED TO THE IMPLEMENTATION OF THE COMPENSATION STUDY. (F&BC 11/7/16)

Recommendation: Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-020 TO SPRINGSTED, INC. AND AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY TO ENTER INTO A ONE-YEAR CONTRACT WITH SPRINGSTED, INC. FOR THE PROVISION OF A COMPENSATION AND BENEFIT STUDY WITH THE OPTION OF UP TO FOUR (4) ONE-YEAR RENEWALS FOR THE PURPOSES OF PROVIDING ON-CALL SUPPORT RELATED TO THE IMPLEMENTATION OF THE COMPENSATION STUDY.

Presenter: Presenter: Nick Edwards, Director of Administration

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 11/17/2016. The motion carried by unanimous vote.

Aye: 3 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte

Absent: 1 - Councilmember Faith

- F. [2016-0690](#) Presentation of the September General Fund Financial Dashboard

Recommendation: Recommendation: N/A

Presenter: Presenter: Jack Feldman

This Presentation was presented by Jack Feldman. No action needed.

6. ROUNDTABLE
7. ADJOURNMENT

Meeting was adjourned at 4:30 p.m.

Next Meeting - December 5, 2016

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 #: TMP-0280, **Version:** 1

AN ORDINANCE APPROVING SOLE SOURCE NO. 2017-058 AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND PHYSIO CONTROL, INC. FOR THE MAINTENANCE OF LIFE-PAK DEFIBRILLATORS, LUCAS COMPRESSION DEVICES AND ASSOCIATED EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A ONE YEAR RENEWAL OPTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT FOR THE SAME.

Issue/Request:

AN ORDINANCE APPROVING SOLE SOURCE NO. 2017-058 AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND PHYSIO CONTROL, INC. FOR THE MAINTENANCE OF LIFE-PAK DEFIBRILLATORS, LUCAS COMPRESSION DEVICES AND ASSOCIATED EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A ONE YEAR RENEWAL OPTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT FOR THE SAME.

Key Issues:

- The City of Lee's Summit Fire Department currently owns and utilizes Physio Control LifePak 15 defibrillator/monitors and LUCAS compression devices for use in emergency medical situations.
- This equipment is very technical in nature and requires regular maintenance and testing.
- Medtronic Emergency Response Systems (a/k/a Physio Control Inc.) is the manufacturer of the equipment and is also the sole proprietor of the equipment's operating software and hardware, and is therefore the only entity that can provide maintenance and testing services.
- Entering into a Sole Source Agreement for maintenance of the equipment will assist Fire Department staff by streamlining the maintenance process and will help ensure timely and adequate maintenance of the equipment.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE APPROVING SOLE SOURCE NO. 2017-058 AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND PHYSIO CONTROL, INC. FOR THE MAINTENANCE OF LIFE-PAK DEFIBRILLATORS, LUCAS COMPRESSION DEVICES AND ASSOCIATED EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A ONE YEAR RENEWAL OPTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT FOR THE SAME.

Background:

The Fire Department currently carries Physio Control LifePak 15 defibrillator/monitors on fire apparatus and Lucas compression devices on response chief vehicles, while other City departments have on hand Physio Control LifePak 1000 automatic external defibrillators for cardiac emergencies. Medtronic Emergency Response Systems (Physio Control, Inc.) builds these products which are specialized technical medical equipment. They must be maintained and tested to required standards. This service is provided exclusively by

Physio Control as the sole proprietor of the software and the hardware.

Maintenance and testing services will be provided by Physio Control field representatives who are certified to maintain and repair this equipment. In order to have one point of contact for maintenance on all Physio Control equipment, the Fire Department is requesting permission to enter into this agreement which will manage annual maintenance of all City owned Life Paks and Lucas compression devices. With the Fire Department managing the annual maintenance with the vendor, the process will be more seamless with the one point of contact.

Impact/Analysis:

[Enter text here]

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Brian Austerman, Assistant Chief Fire Department

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING SOLE SOURCE NO. 2017-058 AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND PHYSIO CONTROL, INC. FOR THE MAINTENANCE OF LIFE-PAK DEFIBRILLATORS, LUCAS COMPRESSION DEVICES AND ASSOCIATED EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A ONE YEAR RENEWAL OPTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT FOR THE SAME.

Committee Recommendation:

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING SOLE SOURCE NO. 2017-058 AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND PHYSIO CONTROL, INC. FOR THE MAINTENANCE OF LIFE-PAK DEFIBRILLATORS, LUCAS COMPRESSION DEVICES AND ASSOCIATED EQUIPMENT FOR A PERIOD OF ONE YEAR WITH A ONE YEAR RENEWAL OPTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT FOR THE SAME.

WHEREAS, the City of Lee's Summit Fire Department currently owns and utilizes Physio Control LifePak 15 defibrillator/monitors and LUCAS compression devices (hereinafter "the Equipment"), which are included as components of the medical equipment carried on fire apparatus and in Chief vehicles to be used in emergency response situations; and,

WHEREAS, the Equipment is specialized technical medical equipment which must be maintained and regularly tested to ensure compliance with required standards; and,

WHEREAS, Medtronic Emergency Response Systems (a/k/a Physio Control, Inc.) is the manufacturer of the Equipment; and

WHEREAS, Medtronic Emergency Response Systems (a/k/a Physio Control, Inc.) is the sole proprietor of the software and hardware associated with the Equipment, and, is therefore the only provider of maintenance and testing services; and

WHEREAS, City desires to enter into a maintenance agreement with Medtronic Emergency Response Systems (a/k/a Physio Control, Inc.) in order to streamline the Equipment maintenance process and to ensure timely and adequate maintenance of the Equipment.

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

SECTION 1. That Sole Source No. 2017-058 be and hereby is approved.

SECTION 2. That the Agreement by and between the City of Lee's Summit and Physio Control, Inc. for the purpose of maintenance of Life-Pak defibrillators, LUCAS compression devices, and associated equipment be and hereby is approved.

SECTION 3. That the City Manager is authorized to execute the Agreement and any and all related documents, certificates or instruments as may be necessary to carry out and comply with the intent of this Ordinance.

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.

SECTION 5. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

BILL NO.

ORDINANCE NO.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

This Agreement, made and entered into this ___ day of _____, 20___, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and Physio-Control, Inc. a corporation in the State of Washington, hereafter referred to as "Service Provider." Witnesseth, that:

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

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

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: Technical Service Support Agreement and Payment Terms, attached hereto as PART I; Insurance Requirements, attached hereto as PART II; and General Conditions, attached hereto as PART III. Where the terms of the Proposal conflict with anything in PARTS I, II or III, the terms of PART III shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the yearly sum of Nineteen Thousand Nine Hundred Sixty Seven Dollars and Fifty Cents (\$19,967.50). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis as Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Renewal Agreement shall be from January 1, 2017 through December 31, 2017. The City may at its option renew the Agreement up to one (1) additional one-year term by giving written notice to the supplier.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Procurement Officer of Record

Stephen A. Arbo, City Manager Date

Physio-Control, Inc.

Company Name

Company Authorized Signature
Contract Analyst 11/14/2016

Title Date
Alexandra Carvalho

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

Part I



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To Brian Austerman
 CITY OF LEES SUMMIT
 FIRE HEADQUARTERS, 207 SE DOUGLAS
 LEES SUMMIT, MO 64063
 (816) 969-1300
brian.austerman@cityofls.net

Quote Number 00055393
 Revision # RENEWAL
 Created Date 10/5/2016
 Sales Consultant DougSmith
 816-726-6330
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

Renewal of PB16O285
 Coverage Period: 1/1/17 to 12/31/18
 Payable in ANNUAL Installments
 15% DISCOUNT ON ALL ELECTRODES AND ACCESSORIES
Fax #: 800-772-3340

Expiration Date 12/31/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
50999-000117	Zone1: (1 to 25Mi) or (1 to 40Km)	2.00	0.00	0.00	0.00	0.00
LP1000-OSPM-2	LIFEPAK 1000 Service - 2 YEAR. On-site Preventative Maintenance.	13.00	754.00	-37.70	716.30	9,311.90
LP12-OSCOMP-2	LIFEPAK 12 Service - 2 YEAR. On-site Comprehensive Coverage.	3.00	2,832.00	-141.60	2,690.40	8,071.20
LP15-OSCOMP-2-POS	LIFEPAK 15 Service - 2 YEAR. On-site Comprehensive Coverage. Annual Payments.	5.00	3,360.00	-504.00	2,856.00	14,280.00
LP500-OSPM-LITH-1	LIFEPAK 500 Service - 1 YEAR. On-site Preventative Maintenance w/ 1 lithium battery. Monophasic devices are not eligible.	1.00	347.00	0.00	347.00	347.00
LPCR-OSPM-2	LIFEPAK CR+ Service - 2 YEAR. On-site Preventative Maintenance.	3.00	714.00	-35.70	678.30	2,034.90
LUCAS-OSCOMP-2	LUCAS Service - 2 YEAR. On-site Comprehensive Coverage.	2.00	3,100.00	-155.00	2,945.00	5,890.00

Subtotal USD 39,935.00
 Estimated Tax USD 0.00
 Estimated Shipping & Handling USD 0.00

Grand Total	USD 39,935.00
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Pricing Summary Totals

List Price Total	USD 43,787.00
Total Contract Discounts Amount	USD -2,520.00
Total Discount	USD -1,332.00
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 39,935.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number SC/00258701/112442

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

PART II
SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. INSURANCE REQUIREMENTS:

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

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

INDUSTRY RATING.

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY POLICY

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

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

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

GENERAL INSURANCE PROVISIONS

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

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

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

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract, *unless CITY contributes to such incident, in which case, CONSULTANT's liability will be its proportionate share*

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

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

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

2. INVOICING AND PAYMENTS.

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

PART III
GENERAL CONDITIONS
FOR SOLE SOURCE CONTRACTS AND OTHER CONTRACTS NOT PROCURED THROUGH THE RFP, RFQ, OR BID PROCESSES
City of Lee's Summit, MO

1. **SCOPE:** The provisions contained in this Exhibit C represent the final manifestation of intent and agreement between the City and the Seller with regard to the subject matter contained herein. It is the intent of the City and the Seller that the provisions contained in this Exhibit C take precedence over any other Contract provisions (particularly the other Exhibits attached to this Contract) which may be in conflict with, or inconsistent with, the provisions contained in this Exhibit C.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "City" means City of Lee's Summit, MO.
 - b. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - c. The term "seller" means the party awarded the contract referenced above.
 - d. The term "Unit cost" or "Unit price". Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall not be included in the Unit Price.
3. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FP9 or better financial performance rating per the current A.M. Best Company ratings.)
4. **TERMINATION:** Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the seller shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the seller shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
5. **TAX EXEMPT:** The City is exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
6. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
7. **RESPONDENT PROHIBITED:** The contract may not be assigned or transferred without the prior written approval of the City.
8. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify the seller for any liability whatsoever.
9. **INDEMNITY AND HOLD HARMLESS:** Seller 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 Seller, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
10. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any lawsuit arising from or relating to this contract shall only be filed in the Circuit Court of Jackson County, Missouri.
11. **COMPLIANCE WITH APPLICABLE LAW:** Seller 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 Seller's performance under this contract. Seller shall indemnify and hold the City harmless on account of any violations thereof relating to Seller's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
12. **ANTI-DISCRIMINATION CLAUSE:** The seller shall not in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
13. **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)).
14. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this 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. Seller 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 Seller further covenants that in the performance of this contract no person having such interest shall be employed.
15. **DEBARMENT:** By submission of its response, the Seller certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Seller is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
16. **FUND ALLOCATION:** Continuance of this Contract or issuance of Purchase Orders there under, is contingent upon the available funding and allocation of City funds. The Seller 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.
17. **FREIGHT/SHIPPING:** The City of Lee's Summit has its own Freight/Logistics Management Agent, therefore freight/shipping for the products and or services proposed shall be FOB Origin and via the City's Freight Management Representative unless it is more advantageous for the City to use F.O.B. destination, whereby all transportation charges shall be paid by Seller.
18. **ASSIGNMENT:** Neither party may assign any right or obligations under this Agreement without the written consent of the other party.

SOLE SOURCE PURCHASE JUSTIFICATION

Submit this Form to the Purchasing Division for Approval Prior to Placing an Order

Date: 11/17/2016 Department: Fire Requested By: A/C Austerman

Vendor Contacted & Address: Medtronic Emergency Response Systems (Physio Control)
11811 Willows Rd. NE
Redmond, WA 98073
 Phone Number: 800-442-1142

Give a brief description of the item or service requested; why you feel it is unique and why no other source will meet the need (attach separate sheet/memo if needed):
 This is the annual maintenance contract on Life-Pak defibrillators and LUCAS compression device. Medtronic manufactures this medical equipment and it must be maintained and tested to required standards. This service can only be provided through Medtronic by their field representative who is certified to maintain and repair this technical equipment.

Estimated Annual Cost: \$ 19,968.00 Was the request budgeted? Yes No

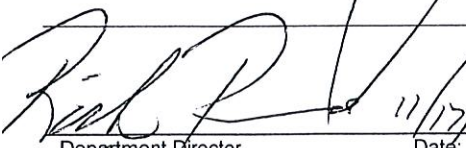
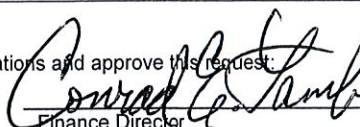

Term of this sole source is: 1/1/2017 through 12/31/2017 with one (1) renewal option
 All sole source justifications must be re-established every two years. Any exceptions must be approved as designated below.

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

Was the manufacturer contacted for other distributors? Yes No

Please explain:
 Medtronic is the sole proprietor of the software and hardware associated with the Life Pak's and Lucas devices. There is no other source for this resource. Until the Fire Department and City look to go with a different vendor and product, this agreement with Medtronic needs to be maintained for product performance and third party certification.

I concur with the above explanations and approve this request.

 _____ Department Director Date: <u>11/17/16</u>	 _____ Finance Director Date: <u>11/17/16</u>
 _____ Purchasing Agent Date: <u>11/17/16</u>	_____ City Administrator Date: _____
_____ City Clerk as approved by Council Date: _____	_____ Park Administrator Date: _____

APPROVALS REQUIRED:

APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION):	
\$ 1,000 - \$ 9,999	Department Director & Purchasing Agent Approval
\$ 10,000 - \$ 19,999	Department Director, Purchasing Agent, Finance Director, & City Administrator Approval
\$ 20,000 & Above	Department Director, Purchasing Agent, Finance Director, City Administrator & City Council Approval
APPROVALS REQUIRED FOR PARKS & RECREATION ONLY:	
\$ 1,000 - \$ 9,999	Parks Administrator & Purchasing Agent Approval
\$ 10,000 - \$ 19,999	Purchasing Agent, Finance Director & Parks Administrator
\$ 20,000 & Above	Purchasing Agent, Finance Director, Parks Administrator & Park Board Approval

Packet Information

File #: TMP-0306, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016, AS ADOPTED BY ORDINANCE NO. 7662, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MO.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016, AS ADOPTED BY ORDINANCE NO. 7662, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MO.

Key Issues:

At the end of each fiscal year, an analysis is done to identify any variance between budgeted amounts and the total expense for each fund. After this analysis, some funds are identified as being over budget due to anticipated costs, unanticipated costs, or incorrect budgets which requires a budget amendment for additional spending authorization.

This amendment allows for the revision of the funds where indicated. Funds are available to cover the necessary expenses and transfers.

Proposed Committee Motion:

I move to recommend to the City Council approval of AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016, AS ADOPTED BY ORDINANCE 7662, BY REVISING THE AUTHORIZED EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MO.

Background:

F100 General Fund

The General Fund finished FY16 with expenditures \$2,051,163 under budget. However the Fire Department exceeded their annual budget. To offset these expenses, savings from other departments will be used, eliminating the need to utilize reserve funds.

The Fire Department budget ended the fiscal year \$42,502 over budget. This is primarily attributed to paying overtime to maintain minimum staffing levels amidst retirements, military deployment, and turnover.

F201 Gamber Center

Total expenditures for the Gamber Center Fund are \$11,949 over budget due to variances in Professional Fees and Miscellaneous Equipment. Professional Fees are higher due to instructor fees related to the increased revenue from activities. The Miscellaneous Equipment account includes expenditures for a ping pong table and fitness equipment controllers that were not anticipated in the original budget.

F220 Business & Industry Fund

The Business and Industry Fund collects proceeds from the hotel/motel tax which has typically helped fund economic development and tourism services provided by community partner organizations. The approved total budget for this fund was a scrivener's error, and the fund has performed as expected. As a result of increased revenues, the fund ran a budget surplus of \$112,763.

F240 Entitlement Fund

The Entitlement Fund administers the funds received through the Community Development Block Grant program (CDBG). Budgeted revenues for FY2016 were expected to be in line with that of FY2015, but received an increase in allocated funding (\$474,295). This in turn increased the funds available for expenditure.

F303 I470 Business Center TIF

Tax Increment Financing (TIF) funds' annual budgets are created by anticipating revenues that are passed through to pay for specified costs. This fiscal year, the fund generated greater economic activity tax (EATs) revenue higher than budgeted. This allowed for higher amounts of costs being reimbursed in the TIF, as defined by the redevelopment agreement.

F306 Chapel Ridge TIF

Tax Increment Financing (TIF) funds' annual budgets are created by anticipating revenues that are passed through to pay for specified costs. This special revenue fund is utilized to repay obligations relating to the Chapel Ridge TIF. Of the \$2,294,425 in total expenditures, \$2,273,573 was forwarded to Commerce Bank, Trustee on the 2007 Strother TDD Bonds, to pay principal and interest on the Strother TDD Bonds. The Chapel Ridge TIF had accumulated monies prior to FY2016, and those funds were added to the monies generated in FY16 to redeem bonds and pay the regularly scheduled principal and interest.

F320 Landfill Construction (Closed FY16)

The Landfill Construction Fund accounts for capital improvement project expenses for the landfill. In FY2016, this fund was closed on March 1, 2016. In order to complete the consolidation in the accounting system, transfers were made between construction and operation. This did not change the overall net position of the landfill fund.

F323 R & B Excise Tax

The Excise Tax is paid for development that generates new traffic in the city in the form of a license tax on building contractors. This revenue is available for road improvements throughout the City that are required due to growth to some degree. The expenses for FY16 are related to discounts for excise tax credits used in development (\$100,663).

F331 Fire Fac #7 Construction (Closed FY16)

This fund closed in FY2016, with the balance transferred to the General Fund in the amount \$170,782.

F335 Downtown Improv (Closed FY16)

Fund closed in FY2016, with the balance transferred to the General Fund in the amount \$75,643.

F339 Arterial Street Lights II

This fund administers costs relating to capital projects for arterial street lighting in the Capital Improvement Plan. Funds in this budget were used in FY16 for street lighting in the 2nd Street corridor project. Total construction costs relating to this project were \$71,011.

F340 Public Safety 2010 (Closed FY16)

Fund closed in FY2016, with the balance transferred to the General Fund in the amount \$211,930.

F341 Infrastructure Improv 2010

The Infrastructure Improvement Fund 2010 is dedicated to residential curb replacement and sidewalk rehabilitation. The revenue for this fund was as a result of bond proceeds. Construction costs of \$138,056 were expended for the 2nd Street corridor project.

F343 Tudor Rd Improvements 2010

This fund administers the construction costs related to the Tudor Road improvements between Ward Road and Douglas. Funding was approved for this capital project via the 2010 bond election, in the amount of \$11,143,000. In 2016, unallocated CIP Sales Tax revenue was contributed to the project budget (\$2,056,000), which resulted in additional expendable funds to accommodate higher than expected project costs.

F345 TIF Application Fund

This fund holds application deposits for various development projects that are in the exploration phase and have not yet been approved by the City. Application deposits are the funding source for these expenditures. The City experienced higher levels of economic development activity in FY2016 than FY2015, in turn causing a higher level of expenditure.

F348 Blue Pkwy & Colbern Rd CID Fund

The City is the fiscal agent for the Blue Parkway & Colbern Road Community Improvement District. The annual budget is derived by passing through anticipated revenues for specified costs. This Fund includes the Unity Village Escrow Account. The excess budget expenditures were related to construction that was anticipated to be completed in the previous fiscal year.

F520 Solid Waste Management

In order to consolidate the funds relating to Solid Waste in the accounting system, transfers were made between operations and construction. This did not change the overall position of the landfill fund. The transaction was an entry to close two funds into one.

F640 Unemployment Trust Fund

This fund was established to provide a self-insurance mechanism to fund liabilities related to unemployment claims filed by former City employees. This fund is typically budgeted using a three-year average of claims paid. For FY2016, total expenditures were \$2,766 (8.57%) over budget.

F650 Claims & Damages Reserve Fund

Beginning in FY2015, this fund has been administered in a similar fashion to other self-insurance funds the City utilizes. These funds charge premiums to departments and centrally pay all claims and damages for the insurance fund. Claims and damages total expenditure came in slightly higher than budgeted (\$7,926; 0.91%) as a result of claims against the City.

F670 Health Insurance Reserve Fund

The Health Insurance Reserve Fund administers costs relating to health insurance such as claims, terminal liability and administrative costs charged by the City's insurer. A portion of each employee's health insurance premium is allocated to this fund as revenue. The fund experienced higher than budgeted fees and taxes relating to the Affordable Care Act. This line item was \$58,204 over budget.

Presenter: Jack Feldman

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016, AS ADOPTED BY ORDINANCE NO. 7662, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MO.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 10 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016, AS ADOPTED BY ORDINANCE NO. 7662, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Ordinance No. 7662 adopted the City's Budget for the Fiscal Year ending June 30, 2016; and,

WHEREAS, pursuant to section 11.7 of the City Charter, the City Manager has certified that there are available for appropriations revenues in excess of those estimated in the Budget; and,

WHEREAS, the City Council of the City of Lee's Summit wishes to authorize an amendment to the Budget by re-appropriating expenditures Fiscal Year ending June 30, 2016.

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, 2016, as adopted by Ordinance No. 7662, is hereby amended by increasing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2015-2016, in the manner shown in Exhibit A.

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

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

BILL NO.

ORDINANCE NO.

ATTEST:

Mayor *Randall L. Rhoads*

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Jackie McCormick Heanue*

BILL NO.**ORDINANCE NO.**

Exhibit A

Amended Fund	Amended Department	Added/ (Reduced)	New Amended Budget
F100 General Fund	Fire Department	\$42,545	\$15,482,321
F201 Gamber Center		\$11,949	\$470,674
F220 Business & Industry Fund		\$17,697	\$346,199
F240 Entitlement Fund		\$99,687	\$471,695
F303 I470 Business Center TIF		\$532,307	\$1,095,107
F306 Chapel Ridge TIF		\$612,926	\$2,293,425
F320 Landfill Construction		\$5,011	\$5,011
F323 R&B Excise Tax		\$100,663	\$100,663
F331 Fire Fac #7 Constr		\$170,782	\$170,782
F335 Downtown Improv		\$75,634	\$75,634
F339 Arterial Street Lights II		\$71,102	\$71,102

BILL NO.**ORDINANCE NO.**

F340 Public Safety 2010	\$211,930	\$211,930
F341 Infrastructure Improv 2010	\$138,056	\$138,056
F343 Tudor Rd Improvements 2010	\$4,807,557	\$5,497,107
F345 TIF Application Fund	\$42,064	\$132,992
F348 Blue Pkwy & Colbern Rd CID Fund	\$69,929	\$78,929
F520 Solid Waste Management	\$3,312,185	\$6,395,853
F640 Unemployment Trust Fund	\$2,766	\$35,028
F650 Claims & Damages Reserve Fund	\$7,926	\$882,926
F670 Health Insurance Reserve Fund	\$58,304	\$76,617

Packet Information

File #: TMP-0307, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO.6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO.6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

The City's Capital Improvement Plan (CIP) outlines multiyear capital projects and programs. The multiyear plan requires an annual adjustment to the budget so that the unused funds will be available in future years.

This process, called "roll over", will amend the FY17 budget and authorize additional expenses in the current year without changing a capital project's lifetime budget.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING AMENDMENT NO.6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

The CIP is a multiyear plan adopted by the City Council annually. A project's lifetime budget is established when the CIP is adopted and is allocated to the first year of the project after it is approved. Annual expenses can vary depending on the timeline for design and construction.

Presenter: Nick Edwards

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO.6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

File #: TMP-0307, **Version:** 1

Committee Recommendation: N/A

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO.6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, 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, pursuant to section 11.7 of the City Charter, the City Manager has certified that there are available for appropriations revenues in excess of those estimated in the Budget; and,

WHEREAS, the City Council wishes to authorize an amendment to the Budget by re-appropriating expenditures for Fiscal Year ending June 30, 2017.

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 by increasing the appropriations to and expenditures of the Capital Improvement Projects as attached as Exhibit A for the fiscal and budget year of 2016-2017, in the manner shown below.

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: _____).

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 _____, 2015.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO.

ORDINANCE NO.

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

Rollover Amendment Ordinance

EXHIBIT A

(New projects (without a rollover) do NOT appear on this report).

<u>Activity</u>	FY16 Rollover Amount	FY17 Prior Adopted Budget	New FY17 Budget	Lifetime Budget (CIP)
Water Tap Fund				
207 Water System Improvements	4,475,032	0	4,475,032	4,690,000
287 KC Water Supply Phase III	3,840,000	0	3,840,000	3,840,000
	8,315,032	0	8,315,032	8,530,000
Sewer Tap Fund				
146 SPL-Scruggs Rd PS EFHB	773,892	0	773,892	1,262,000
196 CC Intrcptr-WW & SH	559,045	0	559,045	565,000
285 Boggs Hollow Meter Structure	300,000	0	300,000	300,000
341 SPL Inter Impr@Crystal View Es	139,004	75,000	214,004	300,000
	1,771,941	75,000	1,846,941	2,427,000
Water Construction				
27 Jefferson-Persels/Stuart	9,736	0	9,736	115,000
36 LS Rd-Colbern to City Lmt	322,047	0	322,047	912,000
73 Chipman-Bent Tree/View Hi	329,536	0	329,536	639,000
144 Operation Facility-Site Acquis	6,430,798	500,000	6,930,798	7,000,000
155 SCADA Radio Communications	298,779	0	298,779	300,000
200 Wtr Main Rehab FY15	1,279,392	0	1,279,392	2,450,000
202 Wtr Main Rehab FY16-O'B,etc	1,882,463	0	1,882,463	1,900,000
205 Water Meter Replacement	1,007,770	0	1,007,770	2,000,000
261 Water line relocate 150 Hwy	44,234	0	44,234	0
289 Water Operations Facility Demo	75,000	0	75,000	75,000
	11,679,754	500,000	12,179,754	15,391,000
Sewer Construction Fund				
73 Chipman-Bent Tree/View Hi	113,910	0	113,910	134,000
144 Operation Facility-Site Acquis	6,500,000	500,000	7,000,000	7,000,000
160 CC Wtrshd-CC16,CC20 Priv I/I R	584,000	0	584,000	584,000
191 Sanitary Sewer Rehab-Relinin/M	2,910,885	1,000,000	3,910,885	6,960,000
339 Wastewater Flow Monitoring	60,117	150,000	210,117	300,000
340 Small Main Rplmt Program	918,235	0	918,235	2,000,000
	11,087,147	1,650,000	12,737,147	16,978,000
WU Equipment Replacement				
283 Equipment Rplcmnt/Rehab FY15	114,927	0	114,927	1,042,000
326 Equipment Rplcmnt/Rehab FY16	339,000	0	339,000	339,000
	453,927	0	453,927	1,381,000
ERP System				
16 ERP Project	129,997	0	129,997	3,325,661
	129,997	0	129,997	3,325,661
Airport Construction				
14 Earthwork18-36&WestParExt	7,956,751	0	7,956,751	8,317,000

29	Land Acq ALP Prop Phase 2	6,911,060	500,000	7,411,060	5,500,000
169	Const Pavement Runwy 18-36	1,632,269	6,560,000	8,192,269	11,085,000
170	Const Pavement Taxiway Ext	820,000	605,000	1,425,000	5,725,000
174	Ext N Parallel Taxiwy	152,000	0	152,000	601,000
		17,472,081	7,665,000	25,137,081	31,228,000

Capital Imprvmt Sales Tax

27	Jefferson-Persels/Stuart	5,119,269	0	5,119,269	9,599,000
36	LS Rd-Colbern to City Lmt	10,385,974	0	10,385,974	15,361,000
73	Chipman-Bent Tree/View Hi	8,311	1,520,000	1,528,311	9,641,000
185	Ward Rd-150 to Raintree Pkwy	2,801,659	5,809,000	8,610,659	8,875,000
390	Arterial St Curb Replacement	3,304,782	0	3,304,782	4,200,000
417	Gateway Dr-Delta Sch/Georgian	-100	350,000	349,900	850,000
		21,619,895	7,679,000	29,298,895	48,526,000

Road & Bridge Improvement

6	Blackwell Rd Interchange	18,824,832	6,143,000	24,967,832	24,968,000
26	Indep/Town Ctr Intersectn	579,427	0	579,427	1,760,000
38	Murray Road Bridge Replac	440,164	0	440,164	850,000
60	Traffic Sgnl Comm Mstr PI	191,628	0	191,628	295,000
135	Main Street Bridge over 2nd St	117,087	0	117,087	120,000
182	Pryor Rd/Longview Signal	144,627	0	144,627	350,000
183	Thoroughfare Master Plan	248,318	0	248,318	250,000
329	Chipman Bridge Rehab over UPRR	176,989	0	176,989	180,000
366	Maint Facility Stormwtr Improv	198,626	0	198,626	200,000
378	Salt Dome Conveyor System	-66,816	0	-66,816	401,887
379	Salt Brine Mixing Facility	399,610	0	399,610	503,113
403	Overlay & Slurry Seal FY17	0	0	3,500,000	3,500,000
404	Curb & Gutter Replace Prg FY17	0	0	1,640,000	1,640,000
405	Neighborhood Trf Sfty Prg FY17	0	0	50,000	50,000
406	Bridge Rehab/Maint FY17	0	0	50,000	50,000
407	Guardrail Improv Prgm FY17	0	0	30,000	30,000
408	Capital Project Planning FY17	0	0	20,000	20,000
409	Thouroughfares / Traffic Prg FY17	0	0	75,000	75,000
410	Pavement Marking Prog FY17	0	0	456,000	456,000
411	Crack Sealing Prog FY17	0	0	240,000	240,000
412	Bus Service -ATA/OATS FY17	0	0	277,000	277,000
		21,254,491	6,143,000	33,735,491	36,216,000

Park Development Fund

330	Bailey Farm Interpretive Ctr	250,000	500,000	750,000	2,625,000
331	Practice Field Improvements	250,000	50,000	300,000	300,000
332	Legacy Park Trail Connector	50,000	0	50,000	50,000
335	North Lea McKeighan Park Impro	485,786	1,100,000	1,585,786	2,600,000
336	Park W/Eagle Crk/Pryor Rd Trl	200,000	0	200,000	400,000
337	Hartman Park Improvements	300,000	100,000	400,000	400,000
		1,535,786	1,750,000	3,285,786	6,375,000

Storm Water Improvements					
54	Stormwater Phase I	4,182,205	0	4,182,205	15,800,000
		4,182,205	0	4,182,205	15,800,000
Tudor Rd Improvemnts 2010					
63	Tudor Road 2010	3,465,839	0	3,465,839	13,199,000
		3,465,839	0	3,465,839	13,199,000
Cultural Arts 2013					
259	Cultural Arts Downtown Campus	302,243	260,000	562,243	1,260,000
		302,243	260,000	562,243	1,260,000
US 50/Rte 291 S Intrch Bonds					
315	US 50 Hwy/Rte 291 South Intrch	123,364	6,144,000	6,267,364	16,632,000
		123,364	6,144,000	6,267,364	16,632,000
Solid Waste Management					
401	Transfer Station	-51,131	576,000	524,869	1,152,000
		-51,131	576,000	524,869	1,152,000
ITS Services					
232	Disk Storage Realignment	14,156	0	14,156	20,600
235	Digitize Wk Comp Forms/Sire	1,800	0	1,800	1,800
238	Updated IT Strategic Plan	14,576	0	14,576	22,500
243	Police/E-ticketing	17,097	0	17,097	86,978
245	Two-Factor Authentication-PD	3,810	0	3,810	3,900
248	Time & Attendance Phase III	1,037	0	1,037	30,000
252	Incode Upgr/Replacement	12,684	0	12,684	21,000
254	Lawson Open Enrollment	29,835	0	29,835	30,000
295	Office 2007 End of Life	103,856	0	103,856	104,140
346	Police photo evidence DB	1,836	0	1,836	2,620
348	Online Application	19,883	0	19,883	21,376
349	POS Credit Card terminals	4,845	0	4,845	7,196
350	City Website redo	9,529	0	9,529	18,655
351	Sidewalk inventory	22,456	0	22,456	28,391
352	Sire Research	1,960	0	1,960	3,173
353	Lawson research/extended Maint	28,039	0	28,039	31,000
354	Parks Website redo	4,554	0	4,554	21,465
355	POS Credit Card terminals	14,806	0	14,806	14,896
357	SIRE/doc mgmt research	1,194	0	1,194	3,471
358	Backflow Test record managemen	25,598	0	25,598	25,785
359	Windows 2012 Domain Upgrade	3,168	0	3,168	27,200
360	Network Security Audit	24,000	0	24,000	24,000
361	Exchange Upgrade	50,693	0	50,693	128,000
362	System Ctr Configuration Mgr	18,856	0	18,856	19,565
364	Network Analysis & masterplan	16,351	0	16,351	20,000
		446,620	0	446,620	717,711
Report Totals		103,789,191	32,442,000	142,569,191	219,138,372

Packet Information

File #: TMP-0309, **Version:** 1

AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES.

Issue/Request:

AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES.

Key Issues:

City Council approved a real estate agreement on Nov. 3, 2016 (Ord. 8010), for the purchase of the Air Charter Building, which has been re-named Hangar 1. There are several new services offered due to the purchase of the building; therefore, fees need to be established for these services. The services offered at Hangar 1 are now being actively marketed.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES

Background:

Hangar 1 Monthly Space Rental and Office Rental:

Hangar 1 will offer both hangar space rental for aircraft, and office rental for businesses. Hangar space rented for aircraft in Hangar 1 is based on the size of the aircraft. The monthly fee will be \$500 per month for single engine piston aircraft, or a price per square foot on all other aircraft based on the area the aircraft will occupy. The minimum charge is \$500, and the maximum charge is \$2,000, based on the area the aircraft occupies and market demand. The monthly fee includes overhead to operate and maintain the building. Airports with similar facilities and amenities have been contacted for comparable cost and methodology to calculate the hangar rental rates. We have determined that our price per square foot is comparable, and have found that there is no exact methodology used to determine such rates. We have found that our price for single engine aircraft and price per square foot for other aircraft are competitive.

Two office spaces, an east and west office, are also initially available for a monthly rental fee.

Currently there are five tenants in the hangar that generate \$33,000 annually in hangar rent and \$3,132 annually in office rental. We expect to have from 13-15 aircraft in the hangar at full capacity depending on the mix of

based/transient aircraft which will increase revenue. We have had previous inquiries and discussions with potential customers interested in keeping aircraft in this facility, one of which is interested in also renting the second office which would generate an additional \$3,252 annually.

Lavatory (Lav) Service:

As part of the Air Charter building purchase, the Airport acquired a lavatory cart which is used to service the lavatories on corporate aircraft. This fee will only be applied when no other services are purchased. This cost for Lav Service will be \$45, and use of the service is anticipated to be rare.

Minimum Fuel Purchase Fee:

This fee went into effect in January 1, 2015, and required all based customers renting hangars to purchase a minimum of 50 gallons of fuel per year or be assessed a \$500 fee. A similar minimum fuel purchase fee is being implemented that is specific to Hangar 1 and ensures the financial stability of the hangar. Hangar 1 tenants will be required to purchase the following annual minimum fuel amounts beginning January 1, 2017, through December 31, 2017. This program would begin immediately for new customers pending approval of this schedule of fees. Existing Air Charter customers would be grandfathered in until January 2018.

- Piston Aircraft: 250 gallons per year or \$500 assessment
- Jet-A Turbo-Props and Helicopters: 900 gallons per year or \$1,200 assessment
- Jet- Aircraft: 1,800 gallons per year or \$2,400 assessment

The minimum fuel amounts are representative of the type of aircraft and business corporate customers that will be renting space in this hangar. This fee will also be applied to future ground lease agreements. As the airport continues to grow, we expect the need to expand this program. We anticipate the revenue will be minimal at this time, but could increase in future years when there are more tenants.

Overnight Hangar Fees:

We are proposing two new fees for transient overnight storage fees for Hangar 1 which includes: Jet overnight storage at \$150 per night, and a de-icing in hangar fee of \$65 per de-icing service. The Airport has never had the ability to store Jet aircraft overnight. Rather, we deferred customers to Air Charter who collected the fee. Second, we have historically received requests to store aircraft in a heated hangar prior to departure to remove ice, snow, frost, or to pre-heat the engine prior to departure. While the monthly hangar rental rate covers the expense of opening the doors during winter and re-heating the hangar for based customers, there is no fee associated with re-heating the hangar for customers requesting de-icing service. Anticipated revenue from overnight hangar fees is \$9,000. As the number of aircraft using the airport increases, so will the revenue.

Presenter: Jack Feldman

Recommendation: Staff recommends approval of AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES

File #: TMP-0309, **Version:** 1

Committee Recommendation: [Enter Committee Recommendation text Here]

FY17 Schedule of Fees and Charges
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	Current Fees:	Effective Date:				
	January 1, 2017	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
Airport						
FBO Offices in Administration Building						
Office-Z.04	\$260.00					
Office-Z.05	\$291.00					
Modular Units Rental Rates						
Office-A: 121 sf	\$215.00					
Office-B: 121 sf	\$215.00					
Office-C: 154 sf	\$271.00					
Office-D: 205 sf	\$358.00					
Office-E: 152 sf	\$265.00					
Office-F: 49 sf	\$86.00					
Office-G: 294 sf	\$508.00					
Hangar 1 Office Rental Rates						
East Office			\$271.00			
West Office			\$261.00			
Tows						
Single: \$12 per operation	\$12 per operation					
Single with purchase of fuel at time of tow	\$9.00 with purchase of 12-gallons of fuel or more					
Twin Piston Engine	\$15 per operation					
Twin Piston with purchase of fuel at time of tow	\$11.00 with purchase of 25-gallons of fuel or more					
Any aircraft over 10,000 pounds	\$20 per operation					
Any aircraft over 10,000 pounds with fuel purchase	\$17 with purchase of 60-gallons of fuel or more					
Fuel Card Replacement	\$11.00					
Hangar Key replacement	\$20.00/ each					
Hangar Rental Fees (rounded to the nearest dollar)						
F-Building, Electric doors - 53.5' x 48' "T"	\$612 per month					
(F) End Units Stores Rooms - 340' Extra Space	\$155 per month					
G-Building, Electric Doors - 41.5' x 33' "T"	\$378 per month					
(G) End Unit Store Rooms - 375' Extra Space	\$138 per month					
H-Building, Electric Doors - 41.5' x 33' "T"	\$378 per month					
(H) End Units Store Room - 375' Extra Space	\$159 per month					
P-Building electric doors - 60' x 60' "T"	\$1,795 per month					
Extra Jumbo Electric doors - 52' x 50' "T"	\$559 per month					
(A) End Units, 320' Extra space	\$627.00 per month					
J-Building-Aircraft Maintenance Facility	\$2,550.00 per month					
Jumbo Electric Doors - 50' x 40' "T"	\$423 per month					
(A) End Units, 250' Extra Space	\$509 per month					
Middle, Electric doors - 41' x 34'	\$384 per month					
(A) End Units, 160' Extra space	\$426 per month					
North, Electric Doors - 41' x 32' "T"	\$337 per month					
(A) End Units, 320' Extra space	\$425 per month					
North, Electric Doors - 42' x 33' "T"	\$362 per month					
(A) End Units, 160' Extra space	\$398 per month					
(B) End Units, 320' Extra space	\$459 per month					
Kingsize, Electric Doors - 40' x 29' "T"	\$318 per month					
(A) End Units, 160' Extra space	\$354 per month					
End Units, 320' Extra space	\$398 per month					
Large, Sliding doors - 40' x 32' "T"	\$272 per month					
Small, Sliding doors - 38' x 27' "T"	\$218 per month					
Open "T"	\$110 per month					
Hangar 1 Rental Monthly Rental Rates						
Single Engine Piston Aircraft			\$500			
All other aircraft (Fee based on area occupied by aircraft)			\$500-\$2,000			
Monthly Electrical Fees						
Air Compressor	\$9.00/ month					
Fan	\$3.00/ month					
Heater Portable	\$55.00/ month					
Refrigerator	\$16.00/ month					
Overnight Tie-Down Fees						
Single Piston Engine under 2,000 pounds	\$15.00 per night*first night waived with fuel purchase					
*first night fee waived if 10 gallons fuel is purchased						
Single Piston Engine over 2,000 pounds (under 3,500)	\$15.00 per night*first night waived with fuel purchase					
*first night fee waived if 12 gallons fuel is purchased						
Twin Piston Engine	\$15.00 per night*first night waived with fuel purchase					
*first night fee waived if 25 gallons fuel is purchased						
Turbine Engine	\$60.00 per night*first night waived with 80-gallon purchase					
*first night fee waived if 35 gallons fuel is purchased						
Jet Aircraft	\$60.00 per night*first night waived with 80-gallon purchase					

*first night fee waived if 55 gallons fuel is purchased		
Recip-Helicopter	\$15.00 per night*first night waived with fuel purchase	
*first night fee waived if 15 gallons fuel is purchased		
Turbine-Helicopter	\$15.00 per night*first night waived with fuel purchase	
*first night fee waived if 35 gallons fuel is purchased		
F.B.O.s	50% of full price	
Lav Service		\$45.00, if no fuel purchase
Power Starts		
Fox Cart	\$45.00 with no fuel purchase	
Lektro	\$30.00	
Preheats		
Single Piston Engine	\$30.00	
Twin Piston Engine	\$35.00	
Ramp Service Fees for Transient Aircraft		
After 60-minutes		
Single Piston Engine under 2,000 pounds	\$10.00 if no fuel purchase	
Single Piston Engine over 2,000 pounds (under 3,500)	\$10.00 if no fuel purchase	
Single Piston Engine over 3,500 pounds	\$10.00 if no fuel purchase	
Twin Piston Engine	\$10.00 if no fuel purchase	
Turbine Engine	\$58.00 or 80 gallon fuel purchase	
Jet Aircraft	\$58.00 or 80 gallon fuel purchase	
Recip-Helicopter	\$10.00 if no fuel purchase	
Turbine-Helicopter	\$10.00 if no fuel purchase	
Minimum Fuel Service Fee	\$500.00	
Hangar 1 Minimum Fuel Service Fee		
Piston Aircraft 250 gal/year		\$500.00
Jet-A Turbo Prop and Helicopters 900 gal/year		\$1,200.00
JetAircraft 1800 gal/year		\$2,400.00
Ramp Tie-down	\$59 per month	
Rent-A-Car comission Fee	\$3.00/ car	
Self-Servicing Fuel system	\$0.18/ gallon discount	
Trash Service	\$15.00	
Transient Overnight Hanger Fees		
Open-T	\$25 per night	
Single Engine Piston	\$45.00 per night	
Multi-Engine Piston	\$60 per night	
Jet/Turbo Prop Aircraft	\$100 per night	\$150 per night
Overnight Fee for Storage in Heated Hangar		
Single Engine Piston	\$65.00	
Multi-Engine Piston	\$80.00	
De-Ice in Hangar	\$65.00	
Jet/Turbo Prop Aircraft	\$150.00	
Fuel Prices		
100 Low Lead		
Jet A	Fuel prices are determined by market rates	
Unleaded		
Facility Fee		
Jet Aircraft	.07 per gallon	
Piston Aircraft	.05 per gallon	

Animal Control Fees

Administrative Fee- Spay-Neuter under Section 5-137	\$50.00
Breeder Permit	\$350.00 per breeder
Litter Permit	\$20.00 per litter
Hobby-Kennel or Hobby-Cattery Avocation Permit	\$40.00
Deceased Animal disposal fee	\$12.50/ animal
Dog & Cat License	
Spayed or Neutered	\$10.00
Unaltered - 1st year of life	\$10.00
Unaltered - 2nd or subsequent year of life	\$45.00
Lifetime license - Spayed or neutered dogs & cats only	\$50.00
*Penalty after May 1st	\$1.00
**Replacement tag	\$1.00
Impoundment - Dog & Cat	\$20.00
Daily Boarding Fee	\$10.00 / day
Impoundment of any animal - other than a dog or cat:	
Large animals	\$25.00
Small animals	\$10.00
Daily Feeding fee	
Large animals	\$8.00/ day
Small animals	\$5.00/ day
Micro-chipping	\$15.00
Adoption Fees:	
female cats	\$80.00
male cats	\$80.00
male dogs	\$100.00
female dogs	\$100.00

Cemetery

Cremation Grave Space	\$500.00
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Grave Space	\$1,000.00
Weekday Grave Opening	\$800.00
Weekend/Holiday Grave Opening	\$950.00
Double Deep Grave Opening (first opening)	\$50.00
Weekday Infant Grave Opening	\$300.00
Weekend/Holiday Infant Grave Opening	\$450.00
Weekday Flagging Fee	\$50.00
Weekend/Holiday Flagging Fee	\$75.00
Weekend/Holiday Columbarium Opening	\$450.00
Columbarium Niche 104 Serpentine	\$2,000.00
Columbarium Double Niche	\$4,000.00
Cremation Opening	\$300.00
Columbarium Opening (Weekday)	\$300.00
Weekend/Holiday Cremation Grave Opening	\$450.00
Double Deep Grave Opening (first opening added to grave opening charge)	\$50.00
Monument foundations, footings adult (minimum \$115.20)	\$0.40/ square inch
Monument foundations, footings infant (smaller than 2')	\$50.00
Portable Engraving (Full Panel)	\$185.00
Portable Engraving (V cut death dates)	\$95.00
Portable Engravings Family Name on Back	\$210.00
Portable engravings- Raised square letters	\$12.00 each
Purchase of unused grave (by City)	\$76.00

Codes Administration

Commercial Activities

Addition to Commercial	0.3498% of project construction valuation
Alteration to Commercial	0.3299% of project construction valuation
Addition/Alteration to Multi-family	0.3691% of project construction valuation
Change of Tenant	0.4085% of project construction valuation
New Commercial	0.361% of project construction valuation
New Multi-Family	0.4932% of project construction valuation
New Commercial Shell Building	0.3499% of project construction valuation
New Tenant Finish	0.4396% of project construction valuation
Partial Commercial	0.3196% of project construction valuation

Miscellaneous Activities and Other Fees

Addition/Alteration to other	0.1364% of project construction valuation
Move	0.4615% of project construction valuation
New other	0.4508% of project construction valuation
Repair/replace/upgrade	0.6841% of project construction valuation
Demolition permit	\$30.00
Minimum permit fee	\$30.00
Board of Appeals	\$150.00
3rd and subsequent inspections	\$ 30.00 / hour
After hours inspections	\$ 45.03 / hour
Sidewalk Deposits	\$ 10.00 / linear foot
Code Abatement Services	Actual cost(s) for contracted service(s) + \$100.00 Administrative charge & \$28.00 filing fee
Lien Release Electronic Filing Fee	\$28.00

Residential Activities

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

Court

Credit Card convenience fee

Court Fees are established by State Statutes. For more information regarding court fees. Please visit <http://www.cityofls.net/Municipal-Court/Fines-and-Fees/Violations-and-Fees.aspx>

Court Automation fee

Ticket Surcharge

Fire Department

Advanced Life Support 1	\$623 resident / \$830 non-resident
Advanced Life Support 2	\$714 resident / \$930 non-resident
Basic Life Support (non-life threat)	\$540 resident / \$764 non-resident
Inner City Hospital to Hospital Transfer	\$301.00
Lee's Summit Medical Center	
St. Luke's East	
Truman Medical Center- Lakewood	
Mileage	\$17.50 per mile

Standby Emergency Equipment	
Ambulance	\$150.00/ hour
Fire Truck	\$250.00/ hour

Maps and GIS

Pre-printed Map	
CD-ROM	\$15.00
Hardcopy (Plotter - B&W or color)	
8.5 x 11	\$5.50
11 x 17	\$6.10
17 x 22	\$7.25
22 x 34	\$9.50
33 x 44	\$14.00
Custom map*	
CD-ROM	\$25.00
Hardcopy (Plotter - B&W or Color)	
8.5 x 11	\$10.50
11 x 17	\$11.10
17 x 22	\$12.25
22 x 34	\$14.50
33 x 44	\$19.00
Custom size (36 x 48-60)	\$20.00

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

Miscellaneous

Fees for Special Events (as defined in the UDO Article 11)	
Application Fee	\$50.00
Fee for City services for special event of one (1) day or less	\$250.00
Fee for City services for special event of two (2) days	\$500.00
Fee for City services for special event of three (3) or more days	\$1,500.00
Fee for City services for 5K run on established route (maps of established routes are available from the Police Department)	
Route 1 (downtown area)	\$1,000.00
Route 2 (Ward Road area)	\$400.00
Route 3 (Legacy Park & Blackwell area)	\$500.00
Route 4 (Jefferson Street and Stuart Road area)	\$600.00
Fee for City Services for athletic events, on a route approved by City Council or City staff (not on a pre-established route for 5K runs): actual cost of service, with estimated amount, determined by City staff, to be paid prior to the event, and the difference to be reimbursed by the City or paid by the applicant following the event	
Access and Search Fee	\$25.00/ hour
Application Fees:	
Cable Franchise processing fee	\$5,000 + \$200/ 1000 population Maximum \$20,001
Telecommunications services ROW use agreement processing fee	\$2,000 + \$100/ 1000 population Maximum \$5,001
Business Licenses	\$50.00 Flat fee
Penalty on Business License	25%/ month delinquent
Contractor License	\$25.00
Code of Ordinances (paper copy)	\$165.00
Fireworks Sales Permit Fee	\$275.00
Misc. Permits	\$100.00
Penalty on Pet License	\$1.00
Photocopies	\$0.10/ page + any applicable access & search fee

Planning and Development

Sign Application for Planning Commission action	\$200
Commercial Rezoning and Preliminary Development Plan	
Commercial Rezoning and Preliminary Development Plan, less than 5 acres	\$2800.00 + two legal notice publishing charge
Commercial Rezoning and Preliminary Development Plan, more than 5 acres	\$3600.00 + two legal notice publishing charge
Commercial Preliminary Development Plan, less than 5 acres	\$1800.00 + two legal notice publishing charge
Commercial Preliminary Development Plan, more than 5 acres	\$2400.00 + two legal notice publishing charge
Comprehensive Plan and Other Plan Documents	
Comprehensive Plan Book	\$25.00
Comprehensive Plan on CD-ROM	\$15.00
Colored Comprehensive Plan Map only	based on size-see GIS fees under "Miscellaneous"
Comprehensive Plan Book including all appendices	\$120.00
Downtown Master Plan	\$25.00
M-150/M-291 Corridor Plan	\$25.00
Final Development Plan (Residential or Commercial)	
Staff Review FDP 0-5 acres	\$600.00
Staff Review FDP over 5 acres	\$1,000.00
Legal notice publishing charge (required for all Public Hearing applications)	\$165.00 per legal notice publishing charge
Maps	
Maps using Engineering Copier - 24x36"	\$5.00
Maps using Engineering Copier - 36x48" or larger	\$10.00
Maps from GIS using plotter	based on size-see GIS fees
Miscellaneous Plans and Studies	
Historic Preservation Plan	\$20.00
Cultural Resources Study	\$20.00
Downtown Market Study	\$10.00
Downtown Traffic and Parking Study	\$20.00
Residential Rezoning & Preliminary Development Plan	
Rezoning with no PDP (AG, RDR & R-1 only)	\$700.00 + two legal notice publishing charge

Residential Rezoning and Preliminary Development Plan, less than 5 acres	\$2400.00 + two legal notice publishing charge
Residential Rezoning and Preliminary Development Plan, more than 5 acres	\$3000.00 + two legal notice publishing charge
Residential Preliminary Development Plan - 0-5 acres	\$1600.00 + two legal notice publishing charge
Residential Preliminary Development Plan - over 5 acres	\$2000.00 + two legal notice publishing charge
Sign Permits	
Sign Permit - permanent signs	\$100.00
Sign Permit - electric	\$100.00 + Minimum Permit Fee (See Codes Administration fees)
Sign Permit - temporary	\$50.00
Sign Permit - incidental signs	\$50.00
Subdivision Plats (Residential or Commercial)	
Preliminary Plat	\$700.00 + \$ 3.00 per lot
Minor Plat	\$600.00
Final Plat	\$700.00 + \$3.00 per lot
Unified Development Ord. (UDO)	
Paper	\$20.00
CD ROM	\$10.00
Banners on streetlight poles	\$50 application fee
Special Use Permit - In-Home Renewals only	\$300.00 + legal notice publishing charge
Special Use Permit (Residential or Commercial)	\$900.00 + legal notice publishing charge
Street Name Change Application	\$100.00 + legal notice publishing charge
Vacation of Right-of-Way	\$100.00 + legal notice publishing charge
Vacation of Utility Easement	\$100.00
Zoning Approval Form for Business license	no charge
Zoning Confirmation letter	\$100.00
Zoning Variance (Board of Adjustments)	\$300.00 + legal notice publishing charge

Police

Alarm	\$25.00 One-time Registration Fee and \$10.00 Yearly Renewal Fee
Fingerprints	\$5.00/ 3 cards resident or \$10.00/ 3 cards non-resident
Hourly services	\$30/ hr +\$10/hr if police vehicle is used
Records Fees	
Initial Report Copy	\$5.00
Microfilmed Copies	\$10.00
Certified Reports	\$20.00
Security Registration	\$50.00
Solicitor Permit	
Up to 180 days	\$50.00
Between 181 - 365 days	\$100.00
Special Detail Services	\$43.00
Audio cassette, CD, DVD, VHS	\$40.00

Public Works

Temporary Traffic Control Permit	No charge. Permit is required for temporary traffic control.
After hours inspections	\$47.22/ hour
Blasting Permit	\$150.00 per blasting application
Decorative Sign Post	Where an existing pole is being replaced that meets the current standards, the fee is 100% total material and labor cost (est. \$130.00) Where an existing pole is being replaced that does not meet current standards, the fee is the cost difference between the standard pole and decorative pole (est. \$35.00)
Design and Construction Manual	\$50.00 per hard copy \$5.00 per CD
Engineering Plan Review and Inspection Fee	3% of project construction valuation*
Grading (Land Disturbance) Permit	
1 acre and less	\$200
Greater than 1 acre up to 3 acres	\$400
Greater than 3 acres up to 5 acres	\$600
Greater than 5 acres up to 15 acres	\$800
Greater than 15 acres up to 25 acres	\$1,000
Greater than 25 acres up to 50 acres	\$1,200
Greater than 50 acres	\$1,400
Right-of-Way Permit	\$75 per unit
Water Test Fee	\$100.00 per sample

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

Water Utility

After Hours Reactivation Charge	\$25.00
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Annual Cooling Tower / Irrigation Sub-Meter charge per meter	\$50.00				
Builders Water Deposit	\$50.00				
Bulk Water Sales / per 1,000 gal	\$4.65	\$5.19	\$5.34	\$5.41	\$5.54
Discharge Sewer Rates (regardless of source) / per 1,000 gal	\$4.74	\$5.17	\$5.33	\$5.42	\$5.65
Hydrant Meters					
3/4" meter	\$200 deposit, \$2.50 per day + commercial water rate				
2" meter	\$500 deposit, \$3.00 per day + commercial water rate				
Infrastructure Repair	manpower hours + 30% for benefits, cost of materials or purchase price and cost for vehicles or equipment used in the repair				
Monthly Sewer Base Charge per Meter size (inches)					
5/8	\$13.09	\$13.55	\$13.96	\$14.04	\$14.61
3/4	\$13.09	\$13.55	\$13.96	\$17.54	\$16.36
1	\$19.64	\$20.32	\$20.93	\$21.05	\$21.91
1 1/2	\$20.18	\$20.88	\$21.51	\$24.56	\$29.20
2	\$21.27	\$22.01	\$22.67	\$28.07	\$43.79
3	\$22.90	\$23.70	\$24.41	\$35.09	\$51.09
4	\$29.45	\$30.47	\$31.38	\$42.11	\$58.38
6	\$39.27	\$40.63	\$41.85	\$49.13	\$72.97
8	\$49.08	\$50.78	\$52.30	\$56.15	\$87.56
10	\$59.99	\$62.08	\$63.94	\$70.19	\$102.14
Monthly Water Base Charge per Meter size (inches)					
5/8	\$9.09	\$9.53	\$9.82	\$9.99	\$10.15
3/4	\$9.09	\$9.53	\$9.82	\$9.99	\$11.36
1	\$10.19	\$10.68	\$11.00	\$11.19	\$15.22
1 1/2	\$10.96	\$11.49	\$11.83	\$12.02	\$25.34
2	\$13.75	\$14.41	\$14.84	\$15.10	\$40.57
3	\$18.69	\$19.59	\$20.18	\$20.50	\$60.81
4	\$40.78	\$42.72	\$44.00	\$44.74	\$81.05
6	\$62.87	\$65.85	\$67.83	\$68.96	\$101.32
8	\$93.45	\$97.92	\$100.86	\$102.51	\$151.98
10	\$227.23	\$238.10	\$245.24	\$249.31	\$303.93
Penalty Rate (water & sewer) outstanding balances	5%				
Plumbers Bond Deposit	\$375.00				
Reactivate Water Charge	\$15.00				
Returned Payment	\$25.00				
Sanitary Sewer Wye locates / per locate	manpower hours + 30% for benefits, cost of materials or purchase price and cost for vehicles or equipment used.				
Service Activation Charge					
Service Connections beyond one call	manpower hours + 30% for benefits, cost of materials or purchase price and cost for vehicles or equipment used.				
Service Rates (receiving Water through permanent meters)					
Commercial Rates / per 1,000 gal	\$4.58	\$4.82	\$4.96	\$5.02	\$5.14
Residential Rates / per 1,000 gal					
for the first 7,000 gal	\$3.90	\$4.09	\$4.21	\$4.27	\$4.37
7,000-15,000 gal	\$4.58	\$4.82	\$4.96	\$5.02	\$5.14
over 15,000 gal	\$5.73	\$6.02	\$6.20	\$6.29	\$6.41
Sewer Connection Fee / per drain opening	\$30.00				
Sewer Improvement Fee (Maybrook) / per drain opening	\$42.61				
Sewer Improvement Fee (Middle Big Creek) / per drain opening	\$33.48				
WATER - SYSTEM DEVELOPMENT CHARGES					
Water Tap Fees (Based on Meter Size) and Meter Set-up					
5/8" x 3/4"					
Tap Charge	\$3,310.00				
Meter Set-up	\$405.36				
3/4"					
Tap Charge	\$5,517.00				
Meter Set-up	\$418.25				
1"					
Tap Charge	\$8,827.00				
Meter set-up	\$565.41				
1 1/2"					
Displacement					
Tap Charge	\$11,033.00				
Meter set-up	\$2,616.29				
2"					
Displacement					
Tap Charge	\$22,067.00				
Meter set-up	\$2,604.75				
Compound					
Tap Charge	\$35,307.00				
Meter Set-up	Quote				
3"					
Class I & II Turbine (With Water Utilities Director Approval)					
Tap Charge	\$77,233.00				
Meter set-up	Quote				
Compound					
Tap Charge	\$70,613.00				
Meter Set-up	Quote				
4"					
Class I Turbine (With Water Utilities Director Approval)					

Tap Charge	\$132,400.00
Meter Set-up	Quote
Class II Turbine (With Water Utilities Director Approval)	
Tap Charge	\$139,020.00
Meter Set-up	Quote
Compound	
Tap Charge	\$110,333.00
Meter Set-up	Quote
6"	
Class I Turbine (With Water Utilities Director Approval)	
Tap Charge	\$275,833.00
Meter Set-up	Quote
Class II Turbine (With Water Utilities Director Approval)	
Tap Charge	\$308,933.00
Meter Set-up	Quote
Compound	
Tap Charge	\$220,667.00
Meter Set-up	Quote
8"	
Class I Turbine (With Water Utilities Director Approval)	
Tap Charge	\$397,200.00
Meter Set-up	Quote
Class II Turbine (With Water Utilities Director Approval)	
Tap Charge	\$529,600.00
Meter Set-up	Quote
Compound	
Tap Charge	\$353,067.00
Meter Set-up	Quote
10"	
Class I Turbine (With Water Utilities Director Approval)	
Tap Charge	\$639,933.00
Meter Set-up	Quote
Class II Turbine (With Water Utilities Director Approval)	
Tap Charge	\$838,533.00
Meter Set-up	Quote
Compound	
Tap Charge	\$507,533.00
Meter Set-up	Quote

BILL NO.

AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES.

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

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

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

WHEREAS, Ordinance No. 7969 contained the most recent amendment to the Schedule of Fees and Charges and was passed on September 15, 2016; and,

WHEREAS, the City Council approved Ordinance No. 8010 for the real estate contract agreement of an airport hangar on November 3, 2016; and,

WHEREAS, the airport desires to offer new services relating to the acquisition and wishes to amend the Schedule of Fees and Charges; and,

WHEREAS, in order to ensure clarity for the staff and the public with respect to the fees and charges of the City, it is the desire of the City to repeal all inconsistent ordinances and enact a single new and complete ordinance in lieu thereof that outlines the Schedule of Fees and Charges in its entirety that will be effective as of January 1, 2017.

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

SECTION 1. The Schedule of Fees and Charges, attached hereto as Exhibit 'A' and incorporated herein by reference, be and hereby is approved and shall be effective January 1, 2017, upon which date it shall supersede all prior versions of the Schedule of Fees and Charges.

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

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

SECTION 4. That this ordinance shall be in full force and effect from and after the 1st day of January, 2017, and after its passage, adoption, and approval by the Mayor.

BILL NO.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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