



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

Monday, November 6, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS
5. BUSINESS
 - A. [2017-1589](#) F&BC Minutes from 10-2-17 Meeting.
 - B. [TMP-0546](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI TO ALLOW THE CITY OF LEE'S SUMMIT TO JOIN THE METROPOLITAN REGIONAL RADIO SYSTEM.
 - C. [TMP-0682](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.
 - D. [TMP-0709](#) AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE POLICE DEPARTMENT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE PURPOSE OF ADDING AN OFFICER TO SERVE ON THE JACKSON COUNTY DRUG TASK FORCE.

- E. [TMP-0714](#) AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY

- F. [TMP-0679](#) AN ORDINANCE APPROVING AMENDMENT NO. 12 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.

- G. [TMP-0692](#) AN ORDINANCE APPROVING AMENDMENT NO. 6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE PAY AND CLASSIFICATION PLAN, AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE ADMINISTRATION AND HUMAN RESOURCES DEPARTMENT FOR THE PURPOSE OF REORGANIZATION.

- H. [2017-1630](#) PRESENTATION OF THE SEPTEMBER GENERAL FUND FINANCIAL DASHBOARD

- I. [2017-1631](#) CONTINUED DISCUSSION OF PRIORITY BASED BUDGETING

ROUNDTABLE

ADJOURNMENT

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



The City of Lee's Summit

220 SE Green Street
Lee's Summit, MO 64063

Packet Information

File #: 2017-1589, **Version:** 1

F&BC Minutes from 10-2-17 Meeting.



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

Monday, October 2, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

2. ROLL CALL

Present: 3 - Vice Chair Phyllis Edson
Councilmember Craig Faith
Alternate Fred DeMoro

Absent: 2 - Chairperson Rob Binney
Councilmember Dave Mosby

3. APPROVAL OF AGENDA

A motion was made by Alternate DeMoro, seconded by Councilmember Faith that the Agenda be approved. The motion carried by the following vote:

Aye: 3 - Vice Chair Edson
Councilmember Faith
Alternate DeMoro

Absent: 2 - Chairperson Binney
Councilmember Mosby

4. APPROVAL OF ACTION LETTER

A. [2017-1518](#) Approval of Minutes from September 18, 2017 Finance & Budget Committee Meeting.

ACTION: A motion was made by Alternate DeMoro, seconded by Councilmember Faith that the Minutes from Sept. 18, 2017 be approved. The motion carried by the following vote:

Aye: 3 - Vice Chair Edson
Councilmember Faith
Alternate DeMoro

Absent: 2 - Chairperson Binney
Councilmember Mosby

5. PUBLIC COMMENTS

6. BUSINESS

- A. [TMP-0642](#) AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2017-122 FOR A YEARLY AGREEMENT WITH FOUR POSSIBLE ONE-YEAR RENEWALS FOR AVIATION FUEL SERVICES FOR THE AVIATION DIVISION OF PUBLIC WORKS TO AVFUEL CORPORATION FOR AN AMOUNT NOT TO EXCEED \$686,354.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Recommendation: Recommendation: Staff recommends to City Council AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2017-122 FOR A YEARLY AGREEMENT WITH FOUR POSSIBLE ONE-YEAR RENEWALS FOR AVIATION FUEL SERVICES FOR THE AVIATION DIVISION OF PUBLIC WORKS TO AVFUEL CORPORATION FOR AN AMOUNT NOT TO EXCEED \$686,354.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter: John Ohrazda, Airport Manager

ACTION: A motion was made by Councilmember Faith, seconded by Alternate DeMoro that this Ordinance be recommended for approval to the City Council - Regular Session due back on 10/12/2017. The motion carried by the following vote:

Aye: 3 - Vice Chair Edson
Councilmember Faith
Alternate DeMoro

Absent: 2 - Chairperson Binney
Councilmember Mosby

- B. [TMP-0652](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT FOR DONATION OF A ROBOT TO THE SCHOOL DISTRICT'S ROBOTICS CENTER.

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT FOR DONATION OF A ROBOT TO THE SCHOOL DISTRICT'S ROBOTICS CENTER.

Presenter: Presenter: LSPD Captain Mark Liebig

ACTION: A motion was made by Alternate DeMoro, seconded by Councilmember Faith that this Ordinance be recommended for approval to the City Council - Regular Session due back on 10/12/2017. The motion carried by the following vote:

Aye: 3 - Vice Chair Edson
Councilmember Faith
Alternate DeMoro

Absent: 2 - Chairperson Binney
Councilmember Mosby

Finance and Budget Committee

Action Letter

October 2, 2017

- C. **TMP-0658** AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR ENHANCED PUBLIC AREA MAINTENANCE SERVICES, INCLUDING BUT NOT LIMITED TO, LITTER CONTROL, WEED ABATEMENT, SIDEWALK CLEANING, BY AND BETWEEN THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI.

Recommendation: Recommendation:

Staff recommends approval of AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR ENHANCED PUBLIC AREA MAINTENANCE SERVICES, INCLUDING BUT NOT LIMITED TO, LITTER CONTROL, WEED ABATEMENT, SIDEWALK CLEANING, BY AND BETWEEN THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Steve Aldridge, City Architect

ACTION: A motion was made by Councilmember Faith, seconded by Alternate DeMoro, that this Ordinance be recommended for approval with an addition of a "where as" clause that states this agreement is in addition to any other agreements and is not intended to supercede any other agreements, to the City Council - Regular Session, due back on 10/12/2017. The motion carried by the following vote:

Aye: 2 - Councilmember Faith
Alternate DeMoro

Nay: 1 - Vice Chair Edson

Absent: 2 - Chairperson Binney
Councilmember Mosby

- D. [TMP-0626](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-005 FOR THE PURCHASE OF ONE (1) NEW 2017 AERO SPECIALTIES JETGO 600MTI-RJ GROUND POWER UNIT (GPU) FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT TO AERO SPECIALTIES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN THE FORM OF A PURCHASE ORDER FOR THE SAME IN THE GRAND TOTAL AMOUNT OF \$40,900.00.

Recommendation: Recommendation:

Staff recommends to City Council An ordinance approving the award of Bid No. 2018-005 for the purchase, of one (1) Aero Specialties JetGo 600mti-RJ GPU, and authorizing the City Manager to enter into a contract in the form of a purchase order for the same in the grand total amount of \$40,900.00.

Presenter: Presenter: Joel Arrington, Assistant Airport Manager

ACTION: A motion was made by Alternate DeMoro, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council - Regular Session due back on 10/12/2017. The motion carried by the following vote:

Aye: 3 - Vice Chair Edson
Councilmember Faith
Alternate DeMoro

Absent: 2 - Chairperson Binney
Councilmember Mosby

Finance and Budget Committee

Action Letter

October 2, 2017

- 7. ROUNDTABLE
- 8. ADJOURNMENT

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Packet Information

File #: TMP-0546, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI TO ALLOW THE CITY OF LEE'S SUMMIT TO JOIN THE METROPOLITAN REGIONAL RADIO SYSTEM.

Issue/Request:

This agreement authorizes the City of Lee's Summit to join the Metropolitan Area Regional Radio System (MARRS).

Key Issues:

Joining the Metropolitan Area Regional Radio System (MARRS) system as a "User Agency", requires a reimbursement to the "Host Agency" (Kansas City, MO) for maintenance and anticipated costs for the use of the existing Host Agency system master site. This cost is shared throughout the Metropolitan area by all users and our "port" fees (currently/per port \$12,188.77) are identical to that of all the other "User Agencies". The cost model is projected out to the year 2021 with a slight increase of 3.23% each year for all participants.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI TO ALLOW THE CITY OF LEE'S SUMMIT TO JOIN THE METROPOLITAN REGIONAL RADIO SYSTEM.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI TO ALLOW THE CITY OF LEE'S SUMMIT TO JOIN THE METROPOLITAN REGIONAL RADIO SYSTEM.

Proposed Committee Motion:

I move to recommend to City Council the adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI TO ALLOW THE CITY OF LEE'S SUMMIT TO JOIN THE METROPOLITAN REGIONAL RADIO SYSTEM.

Background:

Currently, the City of Lee's Summit operates on a Motorola conventional UHF simulcast system with two tower sites. The current system was upgraded in 2011 by the City but doesn't have direct interoperability with MARRS. The City of Lee's Summit placed a bond issue on the November 2016 ballot for improving the public safety radio system, which was passed by voters. This agreement is a continuation of that process to improve the Lee's Summit radio system and join MARRS.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: December 31, 2021 with automatic renewals for successive five (5) year periods

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Major Mark Taylor LSPD

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI TO ALLOW THE CITY OF LEE'S SUMMIT TO JOIN THE METROPOLITAN REGIONAL RADIO SYSTEM.

WHEREAS, the City of Kansas City, Missouri ("Host Agency") has entered into a User Agency Master Site Port Agreement, in connection with the operation of the metropolitan regional radio system (MARRS) for public safety and other services; and

WHEREAS, under the MARRS Agreement, the Host Agency is authorized to enter into this cooperative agreement to allow the City of Lee's Summit, Missouri ("City") to participate in the MARRS to further local government communications interoperability; and

WHEREAS, the City currently operates a separate radio communications system for public safety and other services in the City of Lee's Summit, Missouri; and

WHEREAS, the City desires to join MARRS as a Prime site and/or PSAP as set forth in this Agreement; and

WHEREAS, the parties to this Agreement have determined that their cooperative effort will be a benefit to the public's health, safety, and welfare; and

WHEREAS, the MARRS Agreement provides that the City, upon joining the MARRS, shall reimburse the Host Agency for the actual and anticipated costs for the utilization of the existing Host Agency system master site.

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

SECTION 1. That the Intergovernmental Agreement between the City of Kansas City, Missouri, and the City of Lee's Summit, Missouri, attached hereto and incorporated herein by reference, is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor Randall Rhoads

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Public Safety Beth Murano

METROPOLITAN AREA REGIONAL RADIO SYSTEM

User Agency Master Site Port Agreement

This Agreement, dated _____ is between the City of Kansas City (“Host Agency”) and City of Lee’s Summit, Missouri (“User Agency”).

RECITALS

A. The Host Agency has entered into a User Agency Master Site Port Agreement , in connection with the operation of the metropolitan regional radio system (MARRS) for public safety and other services.

B. Under the MARRS Agreement, the Host Agency is authorized to enter into this cooperative agreement to allow the User Agency to participate in the MARRS to further local government communications interoperability.

C. The User Agency currently operates a separate radio communications system for public safety and other services in the City of Lee's Summit, County of Jackson, State of Missouri.

D. The User Agency desires to join MARRS as a Prime site and/or PSAP as set forth in this Agreement.

E. The parties to this Agreement have determined that their cooperative effort will be a benefit to the public’s health, safety, and welfare.

F. The MARRS Agreement provides that the User Agency, upon joining the MARRS, shall reimburse the Host Agency for the actual and anticipated costs for the utilization of the existing Host Agency system master site,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Defined Terms.** Capitalized terms in this Agreement shall have the same meaning ascribed to them in the MARRS Agreement, a copy of which has been provided to the User Agency.

Additional definitions:

Prime Site shall mean the central controlling site of a trunked Simulcast system where all audio processing and channel resource management occurs.

Master Site shall mean OmniLink Master Site. A Master Site containing one or more sets of zone control equipment

PSAP shall mean Public Safety Answering Point

Coverage area shall mean the geographic area where the base station can communicate with mobile and portable radios.

2. **Authorization.** The User Agency is hereby authorized by the Host Agency to utilize the Host Agency's MARRS communications system as set forth in this Agreement.

3. **Conflict with MARRS Agreement.** The parties agree that it is their intent that the implementation and interpretation of this Agreement shall be guided by the terms and provisions of the MARRS Agreement. However, if a conflict exists between this Agreement and the MARRS Agreement, this Agreement shall control the rights and obligations of the parties to this Agreement.

4. **Equipment Requirements.** The User Agency agrees it shall acquire and maintain its own radio equipment, including, but not limited to, mobile/portable radios, base stations, and dispatch consoles. All such equipment used by the User Agency's emergency responders shall meet applicable public safety standards. The User Agency agrees to be responsible for furnishing and maintaining additional remote sites, antenna and channel capacity, and backhaul/T1 capacity necessary to provide the coverage and traffic capabilities to support its inclusion in the Host Agency's system. Such equipment shall meet or exceed the specifications for like equipment already in use by the Host Agency.

5. **Protection of System.** The User Agency agrees that it shall not degrade or negatively impact the radio operations of the Host Agency or any other authorized user of the MAARS. The User Agency also agrees to use only equipment that has been approved by the Technical Committee or the Host Agency.

6. **System Performance.** The User Agency agrees that its radio system has been designed to meet the anticipated peak use by the User Agency. The User Agency shall operate its radio system with a goal to provide a minimum of 95% coverage within the User Agency's coverage area utilizing a portable radio worn at the hip, on the street.

7. **Committee Participation.** The User Agency agrees it shall be a member of the Users Committee and shall appoint one representative to such committee. In addition, the User Agency shall, if requested by the Management Council, be a member of, and appoint a representative to, the Technical Committee and the Standard Operating Committee.

8. **Dispute Resolution.** If a breach of this Agreement occurs, other than a breach for non-payment, the parties agree that the matter shall be submitted to the Management Council in an attempt to resolve the matter as quickly as possible and in the best interest of the MARRS. If such a breach or dispute cannot be resolved with the Management Council's assistance, the matter shall be submitted to the MARC Board for its consideration and recommendation. MARC shall consider the matter and make its recommendation which the parties may then accept or reject as final. Any party dissatisfied with MARC'S decision may take further action as allowed or authorized by law.

9. **Contact Information.** The contact persons for the parties for purposes of this Agreement are the following:

For the Host Agency: Ed Brundage, Technical Systems Manager

For the User Agency: Travis Forbes, Chief of Police

10. **Maintenance of System.** The Host Agency shall manage the day-to-day operations of the Host Agency and User Equipment operating on its trunked radio system. The Host Agency and the User Agency each agree to maintain the infrastructure and user equipment according to manufacturer specifications as approved by the Management Council including, but not limited to, maintaining current versions of software on switches and user equipment, coordinating radio ID information and other data needed for interoperability and maintaining connectivity between switches. The Host Agency and the User Agency each agree to operate by interoperability standards agreed upon by the Management Council.

12. **FCC Licenses.** The Host Agency agrees to maintain any necessary FCC licenses for its system. The parties agree that the User Agency shall maintain any licenses held by the User Agency for any frequencies that may become part of the Host Agency system.

13. **Compensation.** The User Agency agrees to pay the Host Agency the amounts set forth on the attached Exhibit A.

14 **Payment Terms.** The User Agency agrees to the payment terms outlined in Exhibit A.

15. **Force Majeure.** The parties agree that the Host Agency shall not be responsible for interruptions of service due to the forces of nature, war, manmade disasters, or other such acts beyond the control of the Host Agency.

16. **No Warranty, Waiver.** The parties agree that there is no warranty, express or implied with respect to the MARRS or any radio system operated by any of the parties and each party acknowledges that service disruptions will occur from time to time and each party agrees to hold the other harmless from any claim for damages arising out of such disruption.

17. **Term.** This initial term of this Agreement shall extend until December 31, 2021 and shall thereafter renew automatically for successive five (5) year periods.

18. **Termination.** The Host Agency agrees it shall not unreasonably or arbitrarily terminate this Agreement. Except for a termination based upon non-payment, the Host Agency agrees that before it terminates this Agreement prior to the end of the original or any extended term, the Host Agency shall provide written notification of intent to terminate to the User Agency and the Management Council at least 180 days prior to termination to allow the User Agency sufficient opportunity to develop a transition plan for continued service. The User agency shall provide written notice to the Management Council 180 days prior to termination of this Agreement prior to the end of the original or any extended term.

19. **Notices.** All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand or any other reliable method to other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed:

If to Host Agency: Ed Brundage, Technical Systems Manager
5301 Municipal Ave.
Kansas City, Missouri 64120

If to User Agency: Travis Forbes, Chief of Police
10 N.E. Tudor Road
Lee's Summit, Missouri 64086

or to such person or place as the Host Agency or User Agency, as the case may be, may designate, from time to time, by written notice sent as aforesaid.

20. **Confidentiality.** Information that identifies the configuration of components of or the operation of the Host Agency communications system and the MARRS and would allow unauthorized access to or unlawful disruption of the Host Agency trunked radio system or the MARRS shall be maintained as a closed record if allowed by applicable state laws

21. **Modification; Entire Agreement.** This Agreement may be amended by the written approval of the parties and the MARRS Management Council.

This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

Host Agency

City of Kansas City Mo

By: Troy M. Schulte

Troy Schulte
City Manager

5-16-17
Date:

Approved as to form:
[Signature]
City Attorney

User Agency

City of Lee's Summit, Missouri

By: _____

Mayor

Date:

Approved as to form:

City Attorney

MARRS Combined Summary

Cost Per Subscriber

	# of Subscribers	2017 (Year 6)	2018 (Year 7)	2019 (Year 8)	2020 (Year 9)	2021 (Year 10)
Host Agencies						
Kansas City, MO.	8851	\$13.06	\$13.41	\$13.78	\$14.08	\$14.39
Johnson County, KS.	7017	\$16.90	\$17.22	\$17.58	\$17.85	\$18.13
Prime Site Agencies						
Independence, MO.	2307	\$17.88	\$19.45	\$19.86	\$20.28	\$20.73
Platte County, MO.	571	\$39.29	\$39.39	\$39.50	\$39.62	\$39.73
Cass County, MO.	1387	\$30.76	\$31.02	\$31.28	\$31.55	\$31.82
Wyandotte County, KS.	3055	\$24.47	\$25.79	\$25.11	\$25.42	\$26.77
Jackson County, MO.	506	\$12.70	\$12.84	\$12.97	\$13.08	\$13.23
MARRS Total	23694					

Master Site Cost Per Port

Host Agencies	# of Ports	2017 (Year 6)	2018 (Year 7)	2019 (Year 8)	2020 (Year 9)	2021 (Year 10)
Kansas City, MO.	31	\$12,188.77	\$12,554.44	\$12,931.07	\$13,319.00	\$13,718.57
Johnson County, KS.	11	\$32,377.18	\$33,348.50	\$34,348.95	\$35,379.42	\$36,440.80

Kansas City, Missouri Master Site Port Model (6-10 Year Forecast)

KC System	Master Site Ports	Shared Cost 2017 (Year 6)		Shared Cost 2018 (Year 7)		Shared Cost 2019 (Year 8)		Shared Cost 2020 (Year 9)		Shared Cost 2021 (Year 10)	
		Estimated Master Site Only Cost	Per Port Cost	Per Port Cost	Per Port Cost	Per Port Cost	Per Port Cost	Per Port Cost	Per Port Cost	Per Port Cost	
KCMO											
KCMO Simulcast	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Independence Simulcast	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Platte County Simulcast	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Cass County Simulcast	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Clay County Simulcast	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Jackson County Multisite	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Excelsior Springs	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
System Ports Used											
	7	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
PSAPS											
KCPD	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
KCFD	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
KCPD/KCFD Backup	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Water	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Aviation	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
VA Hospital	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
North Kansas City	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Gladstone	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Riverside	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
UMKC	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Independence											
Blue Springs	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Platte County & Backup	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Cass County											
Harrisonville	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Raymore	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Belton	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Pleasant Hill											
Raytown	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Grandview	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Clay County/Liberty											
Jackson County	1	3.23%	\$12,188.77	3.23%	\$12,554.44	3.23%	\$12,931.07	3.23%	\$13,319.00	3.23%	\$13,718.57
Excelsior Springs											
PSAP Ports Used	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00
Total Ports Used	31										

Kansas City, Missouri Infrastructure Tasks and Costs

Equipment	Maintenance Plan	Responsibility	Maintenance Costs				
			2017 (Year 6)	2018 (Year 7)	2019 (Year 8)	2020 (Year 9)	2021 (Year 10)
Network Repeaters	City	Motorola Contract	\$632,913	\$655,189	\$678,535	\$693,662	\$709,221
Microwave Consoles	City & Alcatel	City & Alcatel	Incl \$50,000	Incl \$50,000	Incl \$50,000	Incl \$50,000	Incl \$50,000
Logging Recorders	City & Motorola	City & Motorola Contract	Incl \$105,000	Incl \$105,000	Incl \$105,000	Incl \$105,000	Incl \$105,000
MCM	City & NICE	City & Vendor	\$41,000	\$41,000	\$41,000	\$41,000	\$41,000
Genesis	City	City & Vendor	\$4,100	\$4,100	\$4,100	\$4,100	\$4,100
Battery Plants	City	City Contract	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Generator	City	City Contract	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
HVAC	City	City Contract	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Tower	City	City Contract	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Civils	City	City & Contract as needed	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Shelter	City	City & Contract as needed	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Test Equipment	City	City Contract	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Spare Parts	City Contracts	City Contracts	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
		City Costs	\$953,013	\$975,289	\$998,635	\$1,013,762	\$1,029,321
Technical Manager (1)			\$129,790	\$133,683	\$137,694	\$141,825	\$146,079
Backbone Supv (1)			\$110,553	\$113,869	\$117,285	\$120,804	\$124,428
Backbone Technicians (3)			\$283,020	\$291,511	\$300,256	\$309,264	\$318,542
Vehicles			\$13,712	\$13,712	\$13,712	\$13,712	\$13,712
Misc Costs (shoes, tools, uniforms, etc...)			\$1,531	\$1,531	\$1,531	\$1,531	\$1,531
		Total Maintenance Costs	(105,000.00) \$1,386,618	(105,000.00) \$1,424,595	(105,000.00) \$1,464,113	(105,000.00) \$1,495,897	(105,000.00) \$1,528,612

Deduct Logging Recorder

Kansas City, Missouri Subscriber Model

City Agency	# of Subscribers		% of total	Shared Cost	Monthly	Shared Cost	Monthly	Shared Cost	Monthly	Shared Cost	Monthly	Shared Cost	Monthly
	Mobile	Portable		2017 (Year 6)	Per Radio Cost	2018 (Year 7)	Per Radio Cost	2019 (Year 8)	Per Radio Cost	2020 (Year 9)	Per Radio Cost	2021 (Year 10)	Per Radio Cost
KCFD	288	829	12.62%	\$174,992	\$13.06	\$179,784	\$13.41	\$184,772	\$13.78	\$188,783	\$14.08	\$192,912	\$14.39
KCPD	952	1742	30.44%	\$422,048	\$13.06	\$433,607	\$13.41	\$445,635	\$13.78	\$455,310	\$14.08	\$465,267	\$14.39
KCMO													
Public Works	418	160	6.53%	\$90,551	\$13.06	\$93,031	\$13.41	\$95,611	\$13.78	\$97,687	\$14.08	\$99,824	\$14.39
Parks & Rec	220	217	4.94%	\$68,461	\$13.06	\$70,336	\$13.41	\$72,288	\$13.78	\$73,857	\$14.08	\$75,472	\$14.39
Conventions	8	124	1.49%	\$20,679	\$13.06	\$21,246	\$13.41	\$21,835	\$13.78	\$22,309	\$14.08	\$22,797	\$14.39
Water	67	80	1.66%	\$23,029	\$13.06	\$23,660	\$13.41	\$24,316	\$13.78	\$24,844	\$14.08	\$25,388	\$14.39
Aviation	250	439	7.78%	\$107,940	\$13.06	\$110,897	\$13.41	\$113,973	\$13.78	\$116,447	\$14.08	\$118,994	\$14.39
Planning (Codes)	3	71	0.84%	\$11,593	\$13.06	\$11,911	\$13.41	\$12,241	\$13.78	\$12,507	\$14.08	\$12,780	\$14.39
General Services	14	109	1.39%	\$19,269	\$13.06	\$19,797	\$13.41	\$20,346	\$13.78	\$20,788	\$14.08	\$21,243	\$14.39
Neighborhood	0	17	0.19%	\$2,663	\$13.06	\$2,736	\$13.41	\$2,812	\$13.78	\$2,873	\$14.08	\$2,936	\$14.39
Health	36	263	3.38%	\$46,842	\$13.06	\$48,125	\$13.41	\$49,460	\$13.78	\$50,534	\$14.08	\$51,639	\$14.39
Animal Control	51	59	1.24%	\$17,233	\$13.06	\$17,705	\$13.41	\$18,196	\$13.78	\$18,591	\$14.08	\$18,998	\$14.39
Other													
VA Hospital	125		1.41%	\$19,583	\$13.06	\$20,119	\$13.41	\$20,677	\$13.78	\$21,126	\$14.08	\$21,588	\$14.39
DEA	65	66	1.48%	\$20,523	\$13.06	\$21,085	\$13.41	\$21,670	\$13.78	\$22,140	\$14.08	\$22,624	\$14.39
US Marshal	82		0.93%	\$12,846	\$13.06	\$13,198	\$13.41	\$13,564	\$13.78	\$13,859	\$14.08	\$14,162	\$14.39
ATF	7		0.08%	\$1,097	\$13.06	\$1,127	\$13.41	\$1,158	\$13.78	\$1,183	\$14.08	\$1,209	\$14.39
FBI	105	76	2.04%	\$28,356	\$13.06	\$29,132	\$13.41	\$29,941	\$13.78	\$30,591	\$14.08	\$31,260	\$14.39
Missouri Highway Patrol	188	126	3.55%	\$49,192	\$13.06	\$50,539	\$13.41	\$51,941	\$13.78	\$53,069	\$14.08	\$54,229	\$14.39
Missouri National Guard	13		0.15%	\$2,037	\$13.06	\$2,092	\$13.41	\$2,150	\$13.78	\$2,197	\$14.08	\$2,245	\$14.39
MODOT	19	20	0.44%	\$6,110	\$13.06	\$6,277	\$13.41	\$6,451	\$13.78	\$6,591	\$14.08	\$6,735	\$14.39
BNSF	24		0.27%	\$3,760	\$13.06	\$3,863	\$13.41	\$3,970	\$13.78	\$4,056	\$14.08	\$4,145	\$14.39
Union Pacific	34		0.38%	\$5,327	\$13.06	\$5,472	\$13.41	\$5,624	\$13.78	\$5,746	\$14.08	\$5,872	\$14.39
South Platte Fire	13	51	0.72%	\$10,026	\$13.06	\$10,301	\$13.41	\$10,587	\$13.78	\$10,817	\$14.08	\$11,053	\$14.39
North Kansas City													
Police	14	48	0.70%	\$9,713	\$13.06	\$9,979	\$13.41	\$10,256	\$13.78	\$10,479	\$14.08	\$10,708	\$14.39
Fire	15	34	0.55%	\$7,676	\$13.06	\$7,887	\$13.41	\$8,105	\$13.78	\$8,281	\$14.08	\$8,463	\$14.39
Public Works	1	32	0.37%	\$5,170	\$13.06	\$5,311	\$13.41	\$5,459	\$13.78	\$5,577	\$14.08	\$5,699	\$14.39
Gladstone													
Police	25	60	0.96%	\$13,316	\$13.06	\$13,681	\$13.41	\$14,061	\$13.78	\$14,366	\$14.08	\$14,680	\$14.39
Fire	16	52	0.77%	\$10,653	\$13.06	\$10,945	\$13.41	\$11,248	\$13.78	\$11,493	\$14.08	\$11,744	\$14.39
Public Works	6	23	0.33%	\$4,543	\$13.06	\$4,668	\$13.41	\$4,797	\$13.78	\$4,901	\$14.08	\$5,008	\$14.39
Riverside													
Police	29	45	0.84%	\$11,593	\$13.06	\$11,911	\$13.41	\$12,241	\$13.78	\$12,507	\$14.08	\$12,780	\$14.39
Fire	8	21	0.33%	\$4,543	\$13.06	\$4,668	\$13.41	\$4,797	\$13.78	\$4,901	\$14.08	\$5,008	\$14.39
Public Works	12	8	0.23%	\$3,133	\$13.06	\$3,219	\$13.41	\$3,308	\$13.78	\$3,380	\$14.08	\$3,454	\$14.39
Raytown													
Police	42	86	1.45%	\$20,053	\$13.06	\$20,602	\$13.41	\$21,173	\$13.78	\$21,633	\$14.08	\$22,106	\$14.39
Fire	17	18	0.40%	\$5,483	\$13.06	\$5,633	\$13.41	\$5,790	\$13.78	\$5,915	\$14.08	\$6,045	\$14.39
Public Works	2	18	0.23%	\$3,133	\$13.06	\$3,219	\$13.41	\$3,308	\$13.78	\$3,380	\$14.08	\$3,454	\$14.39
Grandview													
Police	34	71	1.19%	\$16,450	\$13.06	\$16,900	\$13.41	\$17,369	\$13.78	\$17,746	\$14.08	\$18,134	\$14.39
Fire	12	30	0.47%	\$6,580	\$13.06	\$6,760	\$13.41	\$6,948	\$13.78	\$7,098	\$14.08	\$7,254	\$14.39
Public Works	38	32	0.79%	\$10,966	\$13.06	\$11,267	\$13.41	\$11,579	\$13.78	\$11,831	\$14.08	\$12,089	\$14.39
Clay County													
Sheriff	91	95	2.10%	\$29,139	\$13.06	\$29,937	\$13.41	\$30,768	\$13.78	\$31,436	\$14.08	\$32,123	\$14.39
Parks	29		0.33%	\$4,543	\$13.06	\$4,668	\$13.41	\$4,797	\$13.78	\$4,901	\$14.08	\$5,008	\$14.39
Emergency Management	5		0.06%	\$783	\$13.06	\$805	\$13.41	\$827	\$13.78	\$845	\$14.08	\$864	\$14.39
Pleasant Valley	6		0.07%	\$940	\$13.06	\$966	\$13.41	\$993	\$13.78	\$1,014	\$14.08	\$1,036	\$14.39

	Randolph	8		0.09%	\$1,253	\$13.06	\$1,288	\$13.41	\$1,323	\$13.78	\$1,352	\$14.08	\$1,382	\$14.39
	Oakview	13		0.15%	\$2,037	\$13.06	\$2,092	\$13.41	\$2,150	\$13.78	\$2,197	\$14.08	\$2,245	\$14.39
	Claycomo	43		0.49%	\$6,736	\$13.06	\$6,921	\$13.41	\$7,113	\$13.78	\$7,267	\$14.08	\$7,426	\$14.39
	Kearney	13		0.15%	\$2,037	\$13.06	\$2,092	\$13.41	\$2,150	\$13.78	\$2,197	\$14.08	\$2,245	\$14.39
	Holt	4		0.05%	\$627	\$13.06	\$644	\$13.41	\$662	\$13.78	\$676	\$14.08	\$691	\$14.39
	Mosby	6		0.07%	\$940	\$13.06	\$966	\$13.41	\$993	\$13.78	\$1,014	\$14.08	\$1,036	\$14.39
	Excelsior Spring	2		0.02%	\$313	\$13.06	\$322	\$13.41	\$331	\$13.78	\$338	\$14.08	\$345	\$14.39
Liberty														
	Police	23	60	0.94%	\$13,003	\$13.06	\$13,359	\$13.41	\$13,730	\$13.78	\$14,028	\$14.08	\$14,335	\$14.39
	Fire	30	40	0.79%	\$10,966	\$13.06	\$11,267	\$13.41	\$11,579	\$13.78	\$11,831	\$14.08	\$12,089	\$14.39
	Public Works		56	0.63%	\$8,773	\$13.06	\$9,013	\$13.41	\$9,263	\$13.78	\$9,464	\$14.08	\$9,671	\$14.39
UMKC														
	UMKC	12	35	0.53%	\$7,363	\$13.06	\$7,565	\$13.41	\$7,775	\$13.78	\$7,943	\$14.08	\$8,117	\$14.39
AMR														
		3538	5313	8851										

MARCER 716

100.00%

Kansas City, Missouri Subscriber Model

City Agency	# of Subscribers		% of total	Shared Cost 2017 (Year 6)	Monthly Per Radio Cost	Shared Cost 2018 (Year 7)	Monthly Per Radio Cost	Shared Cost 2019 (Year 8)	Monthly Per Radio Cost	Shared Cost 2020 (Year 9)	Monthly Per Radio Cost	Shared Cost 2021 (Year 10)	Monthly Per Radio Cost
	Mobile	Portable		\$1,386,618		\$1,424,595		\$1,464,113		\$1,495,897		\$1,528,612	
KCFD	288	829	12.62%	\$174,992	\$13.06	\$179,784	\$13.41	\$184,772	\$13.78	\$188,783	\$14.08	\$192,912	\$14.39
KCPD	952	1742	30.44%	\$422,048	\$13.06	\$433,607	\$13.41	\$445,635	\$13.78	\$455,310	\$14.08	\$465,267	\$14.39
KCMO													
Public Works	418	160	6.53%	\$90,551	\$13.06	\$93,031	\$13.41	\$95,611	\$13.78	\$97,687	\$14.08	\$99,824	\$14.39
Parks & Rec	220	217	4.94%	\$68,461	\$13.06	\$70,336	\$13.41	\$72,288	\$13.78	\$73,857	\$14.08	\$75,472	\$14.39
Conventions	8	124	1.49%	\$20,679	\$13.06	\$21,246	\$13.41	\$21,835	\$13.78	\$22,309	\$14.08	\$22,797	\$14.39
Water	67	80	1.66%	\$23,029	\$13.06	\$23,660	\$13.41	\$24,316	\$13.78	\$24,844	\$14.08	\$25,388	\$14.39
Aviation	250	439	7.78%	\$107,940	\$13.06	\$110,897	\$13.41	\$113,973	\$13.78	\$116,447	\$14.08	\$118,994	\$14.39
Planning (Codes)	3	71	0.84%	\$11,593	\$13.06	\$11,911	\$13.41	\$12,241	\$13.78	\$12,507	\$14.08	\$12,780	\$14.39
General Services	14	109	1.39%	\$19,269	\$13.06	\$19,797	\$13.41	\$20,346	\$13.78	\$20,788	\$14.08	\$21,243	\$14.39
Neighborhood	0	17	0.19%	\$2,663	\$13.06	\$2,736	\$13.41	\$2,812	\$13.78	\$2,873	\$14.08	\$2,936	\$14.39
Health	36	263	3.38%	\$46,842	\$13.06	\$48,125	\$13.41	\$49,460	\$13.78	\$50,534	\$14.08	\$51,639	\$14.39
Animal Control	51	59	1.24%	\$17,233	\$13.06	\$17,705	\$13.41	\$18,196	\$13.78	\$18,591	\$14.08	\$18,998	\$14.39
Other													
VA Hospital	125		1.41%	\$19,583	\$13.06	\$20,119	\$13.41	\$20,677	\$13.78	\$21,126	\$14.08	\$21,588	\$14.39
DEA	65	66	1.48%	\$20,523	\$13.06	\$21,085	\$13.41	\$21,670	\$13.78	\$22,140	\$14.08	\$22,624	\$14.39
US Marshal	82		0.93%	\$12,846	\$13.06	\$13,198	\$13.41	\$13,564	\$13.78	\$13,859	\$14.08	\$14,162	\$14.39
ATF	7		0.08%	\$1,097	\$13.06	\$1,127	\$13.41	\$1,158	\$13.78	\$1,183	\$14.08	\$1,209	\$14.39
FBI	105	76	2.04%	\$28,356	\$13.06	\$29,132	\$13.41	\$29,941	\$13.78	\$30,591	\$14.08	\$31,260	\$14.39
Missouri Highway Patrol	188	126	3.55%	\$49,192	\$13.06	\$50,539	\$13.41	\$51,941	\$13.78	\$53,069	\$14.08	\$54,229	\$14.39
Missouri National Guard	13		0.15%	\$2,037	\$13.06	\$2,092	\$13.41	\$2,150	\$13.78	\$2,197	\$14.08	\$2,245	\$14.39
MODOT	19	20	0.44%	\$6,110	\$13.06	\$6,277	\$13.41	\$6,451	\$13.78	\$6,591	\$14.08	\$6,735	\$14.39
BNSF	24		0.27%	\$3,760	\$13.06	\$3,863	\$13.41	\$3,970	\$13.78	\$4,056	\$14.08	\$4,145	\$14.39
Union Pacific	34		0.38%	\$5,327	\$13.06	\$5,472	\$13.41	\$5,624	\$13.78	\$5,746	\$14.08	\$5,872	\$14.39
South Platte Fire	13	51	0.72%	\$10,026	\$13.06	\$10,301	\$13.41	\$10,587	\$13.78	\$10,817	\$14.08	\$11,053	\$14.39
North Kansas City													
Police	14	48	0.70%	\$9,713	\$13.06	\$9,979	\$13.41	\$10,256	\$13.78	\$10,479	\$14.08	\$10,708	\$14.39
Fire	15	34	0.55%	\$7,676	\$13.06	\$7,887	\$13.41	\$8,105	\$13.78	\$8,281	\$14.08	\$8,463	\$14.39
Public Works	1	32	0.37%	\$5,170	\$13.06	\$5,311	\$13.41	\$5,459	\$13.78	\$5,577	\$14.08	\$5,699	\$14.39
Gladstone													
Police	25	60	0.96%	\$13,316	\$13.06	\$13,681	\$13.41	\$14,061	\$13.78	\$14,366	\$14.08	\$14,680	\$14.39
Fire	16	52	0.77%	\$10,653	\$13.06	\$10,945	\$13.41	\$11,248	\$13.78	\$11,493	\$14.08	\$11,744	\$14.39
Public Works	6	23	0.33%	\$4,543	\$13.06	\$4,668	\$13.41	\$4,797	\$13.78	\$4,901	\$14.08	\$5,008	\$14.39
Riverside													
Police	29	45	0.84%	\$11,593	\$13.06	\$11,911	\$13.41	\$12,241	\$13.78	\$12,507	\$14.08	\$12,780	\$14.39
Fire	8	21	0.33%	\$4,543	\$13.06	\$4,668	\$13.41	\$4,797	\$13.78	\$4,901	\$14.08	\$5,008	\$14.39
Public Works	12	8	0.23%	\$3,133	\$13.06	\$3,219	\$13.41	\$3,308	\$13.78	\$3,380	\$14.08	\$3,454	\$14.39
Raytown													
Police	42	86	1.45%	\$20,053	\$13.06	\$20,602	\$13.41	\$21,173	\$13.78	\$21,633	\$14.08	\$22,106	\$14.39
Fire	17	18	0.40%	\$5,483	\$13.06	\$5,633	\$13.41	\$5,790	\$13.78	\$5,915	\$14.08	\$6,045	\$14.39
Public Works	2	18	0.23%	\$3,133	\$13.06	\$3,219	\$13.41	\$3,308	\$13.78	\$3,380	\$14.08	\$3,454	\$14.39
Grandview													
Police	34	71	1.19%	\$16,450	\$13.06	\$16,900	\$13.41	\$17,369	\$13.78	\$17,746	\$14.08	\$18,134	\$14.39
Fire	12	30	0.47%	\$6,580	\$13.06	\$6,760	\$13.41	\$6,948	\$13.78	\$7,098	\$14.08	\$7,254	\$14.39
Public Works	38	32	0.79%	\$10,966	\$13.06	\$11,267	\$13.41	\$11,579	\$13.78	\$11,831	\$14.08	\$12,089	\$14.39
Clay County													
Sheriff	91	95	2.10%	\$29,139	\$13.06	\$29,937	\$13.41	\$30,768	\$13.78	\$31,436	\$14.08	\$32,123	\$14.39
Parks	29		0.33%	\$4,543	\$13.06	\$4,668	\$13.41	\$4,797	\$13.78	\$4,901	\$14.08	\$5,008	\$14.39
Emergency Management	5		0.06%	\$783	\$13.06	\$805	\$13.41	\$827	\$13.78	\$845	\$14.08	\$864	\$14.39
Pleasant Valley	6		0.07%	\$940	\$13.06	\$966	\$13.41	\$993	\$13.78	\$1,014	\$14.08	\$1,036	\$14.39
Randolph	8		0.09%	\$1,253	\$13.06	\$1,288	\$13.41	\$1,323	\$13.78	\$1,352	\$14.08	\$1,382	\$14.39
Oakview	13		0.15%	\$2,037	\$13.06	\$2,092	\$13.41	\$2,150	\$13.78	\$2,197	\$14.08	\$2,245	\$14.39

	Claycomo	43		0.49%	\$6,736	\$13.06	\$6,921	\$13.41	\$7,113	\$13.78	\$7,267	\$14.08	\$7,426	\$14.39
	Kearney	13		0.15%	\$2,037	\$13.06	\$2,092	\$13.41	\$2,150	\$13.78	\$2,197	\$14.08	\$2,245	\$14.39
	Holt	4		0.05%	\$627	\$13.06	\$644	\$13.41	\$662	\$13.78	\$676	\$14.08	\$691	\$14.39
	Mosby	6		0.07%	\$940	\$13.06	\$966	\$13.41	\$993	\$13.78	\$1,014	\$14.08	\$1,036	\$14.39
	Excelsior Spring	2		0.02%	\$313	\$13.06	\$322	\$13.41	\$331	\$13.78	\$338	\$14.08	\$345	\$14.39
Liberty														
	Police	23	60	0.94%	\$13,003	\$13.06	\$13,359	\$13.41	\$13,730	\$13.78	\$14,028	\$14.08	\$14,335	\$14.39
	Fire	30	40	0.79%	\$10,966	\$13.06	\$11,267	\$13.41	\$11,579	\$13.78	\$11,831	\$14.08	\$12,089	\$14.39
	Public Works		56	0.63%	\$8,773	\$13.06	\$9,013	\$13.41	\$9,263	\$13.78	\$9,464	\$14.08	\$9,671	\$14.39
UMKC														
	UMKC	12	35	0.53%	\$7,363	\$13.06	\$7,565	\$13.41	\$7,775	\$13.78	\$7,943	\$14.08	\$8,117	\$14.39
AMR														
		3538	5313	8851										

MARCER 716

100.00%

Johnson County, Kansas Master Site Port Model (5+ Year Forecast)

JOCO System	Master Site Ports	Shared Cost 2017 (Year 6)		Shared Cost 2018 (Year 7)		Shared Cost 2019 (Year 8)		Shared Cost 2020 (Year 9)		Shared Cost 2021 (Year 10)	
		Cost	Per Port Cost	Cost	Per Port Cost	Cost	Per Port Cost	Cost	Per Port Cost	Cost	Per Port Cost
Estimated Master Site Only Cost		\$356,149		\$366,833		\$377,838		\$389,174		\$400,849	
Johnson County											
JOCO Simulcast		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
Wyandotte Simulcast		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
System Ports Used		2									
PSAPS											
Johnson County		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
Johnson County Backup		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
Prairie Village		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
Lenexa		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
Shawnee		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
Overland Park		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
Leawood		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
Wyandotte County		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
Wyandotte County Backup		1	9.09%	1	9.09%	1	9.09%	1	9.09%	1	9.09%
PSAP Ports Used		9									
Total Ports Used		11									

Master Site System

Johnson County, Kansas Infrastructure Tasks and Costs

Equipment	Maintenance Plan	Responsibility	Maintenance ce Costs				
			2017 (Year 6)	2018 (Year 7)	2019 (Year 8)	2020 (Year 9)	2021 (Year 10)
Network	County	Motorola Contract	\$766,989	\$789,572	\$813,177	\$829,081	\$845,407
Repeaters	County	County	incl	incl	incl	incl	incl
Microwave	County	County	incl	incl	incl	incl	incl
Consoles	County & City Agencies	County & Motorola Contract	incl	incl	incl	incl	incl
Genesis	County	County	\$4,100	\$4,223	\$4,350	\$4,480	\$4,615
Logging Recorders	County & NICE	County & Vendor	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020
Battery							
Plants/UPS/Generator/H							
VAC/Civils	County	County Contract	\$100,000	\$105,000	\$110,250	\$115,763	\$121,551
Tower	County Radio Shop & Local Vendor	County Contract	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Shelter	County Radio Shop & County Facilities Maintenance	County & Contract as needed	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Test Equipment	County	County Contract	\$1,600				
Spare Parts	Multiple Vendors	County Contracts	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
		County Costs	\$982,689	\$1,009,995	\$1,040,213	\$1,063,033	\$1,086,593
Technical Manager (1)			\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
Technicians (4)			\$320,000	\$320,000	\$320,000	\$320,000	\$320,000
Vehicles			\$2,000				
Total Maintenance Costs			\$1,422,689	\$1,449,995	\$1,480,213	\$1,503,033	\$1,526,593

Shawnee	Public Works	62	3.65%	\$51,904	\$16.90	\$52,900	\$17.22	\$54,002	\$17.58	\$54,835	\$17.85	\$55,694	\$18.13		
	Police	169													
	Fire	92													
	Public Works	65	4.65%	\$66,096	\$16.90	\$67,365	\$17.22	\$68,769	\$17.58	\$69,829	\$17.85	\$70,923	\$18.13		
Lenexa	Police	227													
	Fire	204													
	Public Works	190	8.85%	\$125,907	\$16.90	\$128,324	\$17.22	\$130,998	\$17.58	\$133,017	\$17.85	\$135,102	\$18.13		
Olathe	Police	388													
	Fire	299													
	Public Works	303	14.11%	\$200,721	\$16.90	\$204,574	\$17.22	\$208,837	\$17.58	\$212,057	\$17.85	\$215,381	\$18.13		
Merriam	Police	59													
	Public Works	22	1.15%	\$16,423	\$16.90	\$16,738	\$17.22	\$17,087	\$17.58	\$17,350	\$17.85	\$17,622	\$18.13		
Mission	Police	72													
	Public Works	18	1.28%	\$18,247	\$16.90	\$18,598	\$17.22	\$18,985	\$17.58	\$19,278	\$17.85	\$19,580	\$18.13		
	Lake Quivira Police	16	0.23%	\$3,244	\$16.90	\$3,306	\$17.22	\$3,375	\$17.58	\$3,427	\$17.85	\$3,481	\$18.13		
	Gardner Public Safety	67	0.95%	\$13,584	\$16.90	\$13,845	\$17.22	\$14,133	\$17.58	\$14,351	\$17.85	\$14,576	\$18.13		
	Johnson County Community College	42	0.60%	\$8,515	\$16.90	\$8,679	\$17.22	\$8,860	\$17.58	\$8,996	\$17.85	\$9,137	\$18.13		
	Westwood Police and Public Works	29	0.41%	\$5,880	\$16.90	\$5,993	\$17.22	\$6,117	\$17.58	\$6,212	\$17.85	\$6,309	\$18.13		
	Fairway Police	29	0.41%	\$5,880	\$16.90	\$5,993	\$17.22	\$6,117	\$17.58	\$6,212	\$17.85	\$6,309	\$18.13		
	Roeland Park Police and Public Works	47	0.67%	\$9,529	\$16.90	\$9,712	\$17.22	\$9,914	\$17.58	\$10,067	\$17.85	\$10,225	\$18.13		
	Springhill Police	20	0.29%	\$4,055	\$16.90	\$4,133	\$17.22	\$4,219	\$17.58	\$4,284	\$17.85	\$4,351	\$18.13		
	KU Medical Center Police	74	1.05%	\$15,003	\$16.90	\$15,291	\$17.22	\$15,610	\$17.58	\$15,851	\$17.85	\$16,099	\$18.13		
	Olathe School District	139	1.98%	\$28,182	\$16.90	\$28,723	\$17.22	\$29,322	\$17.58	\$29,774	\$17.85	\$30,240	\$18.13		
	Shawnee Mission School District	70	1.00%	\$14,192	\$16.90	\$14,465	\$17.22	\$14,766	\$17.58	\$14,994	\$17.85	\$15,229	\$18.13		
PSIC	95	1.35%	\$19,261	\$16.90	\$19,631	\$17.22	\$20,040	\$17.58	\$20,349	\$17.85	\$20,668	\$18.13			
		7017				7017	\$1,422,689		\$1,449,995		\$1,480,213		\$1,503,033		\$1,526,593

Douglas County	189	100.00%
MARCE	716	
State of Kansas	1859	
Shawnee County	329	

Independence, Missouri Infrastructure Tasks and Costs

	Equipment	Maintenance Plan	Responsibility	Maintenance e Costs				
				2017 (Year 6)	2018 (Year 7)	2019 (Year 8)	2020 (Year 9)	2021 (Year 10)
Network	City	Motorola Contract		\$491,463	\$534,576	\$545,529	\$556,868	\$568,767
Repeaters	City	City	incl	incl	incl	incl	incl	incl
Microwave	City	City	incl	incl	incl	incl	incl	incl
Consoles	City & Motorola	City & Motorola Contract	incl	incl	incl	incl	incl	incl
Logging Recorders	City & Eventide	City & Vendor	\$12,065	\$12,065	\$12,065	\$12,065	\$12,065	\$12,065
Battery Plants	City	City Contract	incl	incl	incl	incl	incl	incl
Generator	City	City Contract	incl	incl	incl	incl	incl	incl
HVAC	City	City Contract	incl	incl	incl	incl	incl	incl
Tower	City	City Contract	incl	incl	incl	incl	incl	incl
Civils	City	City & Contract as needed	incl	incl	incl	incl	incl	incl
Shelter	City	City & Contract as needed	incl	incl	incl	incl	incl	incl
Test Equipment	City	City Contract	incl	incl	incl	incl	incl	incl
Spare Parts	City Contracts	City Contracts	incl	incl	incl	incl	incl	incl
		City Costs		\$503,528	\$546,641	\$557,594	\$568,933	\$580,832
Master Site Port Fee	MARRS Cost Model	City		\$12,189	\$12,554	\$12,931	\$13,319	\$13,719
Technical Consultant				\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Vehicles				n/a	n/a	n/a	n/a	n/a
Misc Costs (shoes, tools, uniforms, etc...)				n/a	n/a	n/a	n/a	n/a
Deduct Logging Recorder				(12,065.00)	(12,065.00)	(12,065.00)	(12,065.00)	(12,065.00)
Deduct Motorola Maintenance for Previous Logger				(28,734.00)	(28,734.00)	(28,734.00)	(28,734.00)	(28,734.00)
Total Maintenance Costs				\$494,918	\$538,396	\$549,726	\$561,453	\$573,752

Independence, Missouri Subscriber Model

City Agency	# of Subscribers	% of total	Shared Cost 2017 (Year 6)	Monthly Per Radio Cost	Shared Cost 2018 (Year 7)	Monthly Per Radio Cost	Shared Cost 2019 (Year 8)	Monthly Per Radio Cost	Shared Cost 2020 (Year 9)	Monthly Per Radio Cost	Shared Cost 2021 (Year 10)	Monthly Per Radio Cost
			\$494,918	\$17.88	\$538,396	\$19.45	\$549,726	\$19.86	\$561,453	\$20.28	\$573,752	\$20.73
Independence	1243	53.88%	\$266,659	\$17.88	\$290,085	\$19.45	\$296,190	\$19.86	\$302,508	\$20.28	\$309,134	\$20.73
Independence EOC	5	0.22%	\$1,073	\$17.88	\$1,167	\$19.45	\$1,191	\$19.86	\$1,217	\$20.28	\$1,244	\$20.73
Independence School	43	1.86%	\$9,225	\$17.88	\$10,035	\$19.45	\$10,246	\$19.86	\$10,465	\$20.28	\$10,694	\$20.73
Lake City	59	2.56%	\$12,657	\$17.88	\$13,769	\$19.45	\$14,059	\$19.86	\$14,359	\$20.28	\$14,673	\$20.73
CIC Fire	154	6.68%	\$33,037	\$17.88	\$35,940	\$19.45	\$36,696	\$19.86	\$37,479	\$20.28	\$38,300	\$20.73
JCDTF	26	1.13%	\$5,578	\$17.88	\$6,068	\$19.45	\$6,195	\$19.86	\$6,328	\$20.28	\$6,466	\$20.73
MODOT	19	0.82%	\$4,076	\$17.88	\$4,434	\$19.45	\$4,527	\$19.86	\$4,624	\$20.28	\$4,725	\$20.73
WYCO	3	0.13%	\$644	\$17.88	\$700	\$19.45	\$715	\$19.86	\$730	\$20.28	\$746	\$20.73
lenexa Fire	6	0.26%	\$1,287	\$17.88	\$1,400	\$19.45	\$1,430	\$19.86	\$1,460	\$20.28	\$1,492	\$20.73
AMR	36	1.56%	\$7,723	\$17.88	\$8,402	\$19.45	\$8,578	\$19.86	\$8,761	\$20.28	\$8,953	\$20.73
MCC	50	2.17%	\$10,726	\$17.88	\$11,669	\$19.45	\$11,914	\$19.86	\$12,168	\$20.28	\$12,435	\$20.73
Blue Springs	342	14.82%	\$73,369	\$17.88	\$79,814	\$19.45	\$81,494	\$19.86	\$83,232	\$20.28	\$85,055	\$20.73

Ft Osage	60	2.60%	\$12,872	\$17.88	\$14,003	\$19.45	\$14,297	\$19.86	\$14,602	\$20.28	\$14,922	\$20.73
Jackson County	261	11.31%	\$55,992	\$17.88	\$60,911	\$19.45	\$62,193	\$19.86	\$63,519	\$20.28	\$64,911	\$20.73
Sugar Creek	76	3.29%	\$16,304	\$17.88	\$17,737	\$19.45	\$18,110	\$19.86	\$18,496	\$20.28	\$18,901	\$20.73
	2307		2307									

100.00%

Platte County, Missouri Subscriber Model

County Agency	# of Subscribers	% of total	Shared Cost	Monthly Per Radio Cost	Shared Cost	Monthly Per Radio Cost	Shared Cost	Monthly Per Radio Cost	Shared Cost	Monthly Per Radio Cost	Shared Cost	Monthly Per Radio Cost
			(Year 6)	(Year 6)	(Year 7)	(Year 7)	(Year 8)	(Year 8)	(Year 9)	(Year 9)	(Year 10)	(Year 10)
Platte County Sheriff	218	38.18%	\$102,770	\$39.29	\$103,049	\$39.39	\$103,337	\$39.50	\$103,633	\$39.62	\$103,938	\$39.73
Platte County Local LE	116	20.32%	\$54,685	\$39.29	\$54,834	\$39.39	\$54,987	\$39.50	\$55,144	\$39.62	\$55,307	\$39.73
Weston Police	14	2.45%	\$6,600	\$39.29	\$6,618	\$39.39	\$6,636	\$39.50	\$6,655	\$39.62	\$6,675	\$39.73
Ferrellview Police	1	0.18%	\$471	\$39.29	\$473	\$39.39	\$474	\$39.50	\$475	\$39.62	\$477	\$39.73
Platte County Local Fire/EMS	168	29.42%	\$79,199	\$39.29	\$79,414	\$39.39	\$79,636	\$39.50	\$79,864	\$39.62	\$80,099	\$39.73
Heartland Ambulance	1	0.18%	\$471	\$39.29	\$473	\$39.39	\$474	\$39.50	\$475	\$39.62	\$477	\$39.73
Smithville Fire	6	1.05%	\$2,829	\$39.29	\$2,836	\$39.39	\$2,844	\$39.50	\$2,852	\$39.62	\$2,861	\$39.73
Platte County Public Works	47	8.23%	\$22,157	\$39.29	\$22,217	\$39.39	\$22,279	\$39.50	\$22,343	\$39.62	\$22,409	\$39.73
	571	571										

Mutual Aid

113

100.00%

Cass County, Missouri Infrastructure Tasks and Costs

Equipment	Maintenance Plan	Responsibility	Maintenance Costs				
			2017 (Year 6)	2018 (Year 7)	2019 (Year 8)	2020 (Year 9)	2021 (Year 10)
Network	County	Motorola Contract	\$499,851	\$503,798	\$507,774	\$511,792	\$515,848
Repeaters	County	Motorola Contract	incl	incl	incl	incl	incl
Microwave	County	Motorola Contract	incl	incl	incl	incl	incl
Consoles	County & Motorola	Motorola Contract	incl	incl	incl	incl	incl
Logging Recorders	County & NICE	Motorola Contract	incl	incl	incl	incl	incl
Battery Plants	County	Motorola Contract	incl	incl	incl	incl	incl
Generator	County	Motorola Contract	incl	incl	incl	incl	incl
HVAC	County	Motorola Contract	incl	incl	incl	incl	incl
Tower	County	Motorola Contract	incl	incl	incl	incl	incl
Civils	County	Motorola Contract	incl	incl	incl	incl	incl
Shelter	County	Motorola Contract	incl	incl	incl	incl	incl
Test Equipment	County	County Contract	n/a	n/a	n/a	n/a	n/a
Spare Parts	County Contracts	County Contracts	incl	incl	incl	incl	incl
County Costs			\$499,851	\$503,798	\$507,774	\$511,792	\$515,848
Master Site Port Fee	MARRS Cost Model	County	\$12,189	\$12,554	\$12,931	\$13,319	\$13,719
Technical Manager (1) Vehicles			n/a	n/a	n/a	n/a	n/a
Misc Costs (shoes, tools, uniforms, etc...)			n/a	n/a	n/a	n/a	n/a
Total Maintenance Costs			\$512,040	\$516,352	\$520,705	\$525,111	\$529,567

Cass County, Missouri Subscriber Model

County Agency	# of Subscribers	% of total	Shared Cost 2017 (Year 6)		Shared Cost 2018 (Year 7)		Shared Cost 2019 (Year 8)		Shared Cost 2020 (Year 9)		Shared Cost 2021 (Year 10)	
			Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost
Belton	248	17.88%	\$91,554	\$30.76	\$92,325	\$31.02	\$93,104	\$31.28	\$93,892	\$31.55	\$94,688	\$31.82
Central Cass Fire	185	13.34%	\$68,297	\$30.76	\$68,872	\$31.02	\$69,452	\$31.28	\$70,040	\$31.55	\$70,634	\$31.82
Cass County SO	136	9.81%	\$50,207	\$30.76	\$50,630	\$31.02	\$51,057	\$31.28	\$51,489	\$31.55	\$51,926	\$31.82
Drexel	82	5.91%	\$30,272	\$30.76	\$30,527	\$31.02	\$30,784	\$31.28	\$31,045	\$31.55	\$31,308	\$31.82
Archie	10	0.72%	\$3,692	\$30.76	\$3,723	\$31.02	\$3,754	\$31.28	\$3,786	\$31.55	\$3,818	\$31.82
East Lynne	35	2.52%	\$12,921	\$30.76	\$13,030	\$31.02	\$13,140	\$31.28	\$13,251	\$31.55	\$13,363	\$31.82
Garden City	49	3.53%	\$18,089	\$30.76	\$18,242	\$31.02	\$18,395	\$31.28	\$18,551	\$31.55	\$18,709	\$31.82
Harrisonville	154	11.10%	\$56,852	\$30.76	\$57,331	\$31.02	\$57,814	\$31.28	\$58,304	\$31.55	\$58,798	\$31.82
Lake Winnebago	22	1.59%	\$8,122	\$30.76	\$8,190	\$31.02	\$8,259	\$31.28	\$8,329	\$31.55	\$8,400	\$31.82
Pleasant Hill	136	9.81%	\$50,207	\$30.76	\$50,630	\$31.02	\$51,057	\$31.28	\$51,489	\$31.55	\$51,926	\$31.82
Raymore	101	7.28%	\$37,286	\$30.76	\$37,600	\$31.02	\$37,917	\$31.28	\$38,238	\$31.55	\$38,563	\$31.82
South Metro Fire	87	6.27%	\$32,118	\$30.76	\$32,388	\$31.02	\$32,661	\$31.28	\$32,938	\$31.55	\$33,217	\$31.82
Western Cass Fire	81	5.84%	\$29,903	\$30.76	\$30,155	\$31.02	\$30,409	\$31.28	\$30,666	\$31.55	\$30,926	\$31.82
Peculiar	61	4.40%	\$22,519	\$30.76	\$22,709	\$31.02	\$22,901	\$31.28	\$23,094	\$31.55	\$23,290	\$31.82
	1387	1387										

100.00%

Jackson County, Missouri Subscriber Model

County Agency	# of Subscribers	% of total	Shared Cost 2017 (Year 6)		Shared Cost 2018 (Year 7)		Shared Cost 2019 (Year 8)		Shared Cost 2020 (Year 9)		Shared Cost 2021 (Year 10)	
			Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost
			\$77,109		\$77,967		\$78,736		\$79,433		\$80,336	
Buckner	10	1.98%	\$1,524	\$12.70	\$1,541	\$12.84	\$1,556	\$12.97	\$1,570	\$13.08	\$1,588	\$13.23
Oak Grove	37	7.31%	\$5,638	\$12.70	\$5,701	\$12.84	\$5,757	\$12.97	\$5,808	\$13.08	\$5,874	\$13.23
Lake Tapawingo	9	1.78%	\$1,371	\$12.70	\$1,387	\$12.84	\$1,400	\$12.97	\$1,413	\$13.08	\$1,429	\$13.23
Grain Valley	42	8.30%	\$6,400	\$12.70	\$6,472	\$12.84	\$6,535	\$12.97	\$6,593	\$13.08	\$6,668	\$13.23
Lake Lotawana	6	1.19%	\$914	\$12.70	\$925	\$12.84	\$934	\$12.97	\$942	\$13.08	\$953	\$13.23
Greenwood	15	2.96%	\$2,286	\$12.70	\$2,311	\$12.84	\$2,334	\$12.97	\$2,355	\$13.08	\$2,381	\$13.23
Lone Jack	12	2.37%	\$1,829	\$12.70	\$1,849	\$12.84	\$1,867	\$12.97	\$1,884	\$13.08	\$1,905	\$13.23
Jackson County Public Works	87	17.19%	\$13,258	\$12.70	\$13,405	\$12.84	\$13,538	\$12.97	\$13,657	\$13.08	\$13,813	\$13.23
Jackson County Sheriff	228	45.06%	\$34,745	\$12.70	\$35,132	\$12.84	\$35,478	\$12.97	\$35,792	\$13.08	\$36,199	\$13.23
Jackson County Parks	60	11.86%	\$9,143	\$12.70	\$9,245	\$12.84	\$9,336	\$12.97	\$9,419	\$13.08	\$9,526	\$13.23
	506	506										

100.00%

Wyandotte County, Kansas Subscriber Model

County Agency	# of Subscribers	% of total	Shared Cost 2017 (Year 6)		Shared Cost 2018 (Year 7)		Shared Cost 2019 (Year 8)		Shared Cost 2020 (Year 9)		Shared Cost 2021 (Year 10)	
			Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost	Cost	Monthly Per Radio Cost
Wyandotte County Sheriff	342	11.19%	\$100,420	\$24.47	\$105,834	\$25.79	\$103,048	\$25.11	\$104,319	\$25.42	\$109,871	\$26.77
Wyandotte County Emergency Mgt.	92	3.01%	\$27,014	\$24.47	\$28,470	\$25.79	\$27,720	\$25.11	\$28,062	\$25.42	\$29,556	\$26.77
Kansas City, KS. Police	854	27.95%	\$250,756	\$24.47	\$264,277	\$25.79	\$257,318	\$25.11	\$260,492	\$25.42	\$274,356	\$26.77
Kansas City, KS. Fire	427	13.98%	\$125,378	\$24.47	\$132,138	\$25.79	\$128,659	\$25.11	\$130,246	\$25.42	\$137,178	\$26.77
Kansas City, KS. Community College	35	1.15%	\$10,277	\$24.47	\$10,831	\$25.79	\$10,546	\$25.11	\$10,676	\$25.42	\$11,244	\$26.77
USD500	39	1.28%	\$11,451	\$24.47	\$12,069	\$25.79	\$11,751	\$25.11	\$11,896	\$25.42	\$12,529	\$26.77
Bonner Springs Police	46	1.51%	\$13,507	\$24.47	\$14,235	\$25.79	\$13,860	\$25.11	\$14,031	\$25.42	\$14,778	\$26.77
Bonner Springs Fire	87	2.85%	\$25,545	\$24.47	\$26,923	\$25.79	\$26,214	\$25.11	\$26,537	\$25.42	\$27,950	\$26.77
Edwardsville Police	33	1.08%	\$9,690	\$24.47	\$10,212	\$25.79	\$9,943	\$25.11	\$10,066	\$25.42	\$10,602	\$26.77
Edwardsville Fire	42	1.37%	\$12,332	\$24.47	\$12,997	\$25.79	\$12,655	\$25.11	\$12,811	\$25.42	\$13,493	\$26.77
BPU	459	15.02%	\$134,774	\$24.47	\$142,041	\$25.79	\$138,301	\$25.11	\$140,007	\$25.42	\$147,458	\$26.77
Wyandotte Non Public Safety	599	19.61%	\$175,882	\$24.47	\$185,365	\$25.79	\$180,484	\$25.11	\$182,710	\$25.42	\$192,435	\$26.77
	3055	3055										

Leavenworth County

164

100.00%

Packet Information

File #: TMP-0682, **Version:** 1

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

REQUEST TO APPROVE AND FORWARD TO CITY COUNCIL AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

- Provision of city ordered tow services establishes a tow services contract which not only provides services for City owned vehicles but is also utilized by the Police Department in case of traffic related incidences.
- The contract establishes firm rates for tow services provided as well as an agreed upon response time.
- Citizens of Lee's Summit and/or travelers through Lee's Summit may take advantage of established rates if they do not have a tow service provider preference and the request for service is made by LSPD.
- The contract also aids in reducing predatory tow practices.
- Procurement & Contract Services issued the bid which opened on October 3, 2017. The bid was posted on the City's e-bidding service Public Purchase as well as the City's internet. Sixteen potential vendors were notified and seven bids were received. All respondents tow lots were located within the established twenty mile radius from City Hall that was a bid requirement determined by the Tow Committee.
- The recommended bid award from the Tow Committee was presented to the Public Safety Advisory Board (PSAB) at the November 21, 2017 meeting.
- Upon the recommendation from the Tow Committee, the Public Safety Advisory Board recommends awarding the contract to Ron's Auto & Truck Towing, LLC.

Proposed Committee Motion:

I move to recommend to have forwarded to City Council AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

- The original "Towing Service" Grievance Committee now known as the Tow Committee was originally

formed on May 10, 1977 per Resolution No. 77-14. Resolution No. 77-14 was amended on May 13, 1980 by Resolution No. 80-09, on May 2, 1989 by Resolution No. 89-21, on February 4, 1997, Resolution No. 97-02 and on May 3, 2001 by Resolution No. 01-08.

- On June 24, 2014 the City entered into a contract with ABC Tow. During the second renewal term, ABC Tow went out of business. It was determined that this created an emergency situation and that an informal bid be issued for an undetermined interim period until a formal bid could be issued. This resulted in a bid award to Ron's Auto & Trucking Towing, LLC, a one-time term & supply contract No. 2017-086 (Emergency Interim Tow Services). The contract term began on February 15, 2017.
- Multiple meetings were held with the Tow Committee, Fleet Manager Mark Stinson, Major Mansell of LSPD as well as potential tow service providers to establish a bid document that would foster competition as well as reflect more current industry standards and procedures.
- Ron's Auto & Truck Towing, LLC was the highest ranking company based on the evaluation criteria as well as providing the overall lowest pricing.

Presenter: Jackie McCormick Heanue, Deputy City Attorney

Recommendation:

City staff, the City of Lee's Summit's Tow Committee and Public Safety Advisory Board recommends that the Finance & Budget Committee recommends forwarding to the City Council an ordinance approving the award of bid no. 2018-001 for a yearly term & supply contract with four possible one year renewals for City ordered tow services to Ron's Auto & Truck Towing, LLC and authorizing the City Manager to execute the same by and on behalf of the City.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit, through the Procurement and Contract Services Division, issued Bid No. 2018-001 for tow services for City owned vehicles as well as for use by the Police Department for traffic related incidents; and,

WHEREAS, Bid No. 2018-001 was advertised through the City's e-procurement system, Public Purchase, and sent to sixteen (16) potential bidders; and,

WHEREAS, as of the close of the time period for submission and bid opening of Bid No. 2018-001, a total of seven (7) responses were received by the City; and,

WHEREAS, based upon the evaluation of bid responses, as well as the comparative cost analysis conducted by the Procurement and Contract Services Division, the project evaluation committee recommended award of Bid No. 2018-001 to Ron's Auto & Truck Towing, LLC.

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

SECTION 1. That Bid No. 2018-001 be and hereby is awarded to Ron's Auto & Truck Towing, LLC.

SECTION 2. That the Yearly Contract for City Ordered Tow Services as a Yearly Contract by and between the City of Lee's Summit, Missouri and Ron's Auto & Truck Towing, LLC, generally for the purpose of provision of City ordered tow services on an as needed basis, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

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

Mayor Randall L. Rhoads

ATTEST:

BILL NO.

ORDINANCE NO.

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 CONTRACT, made this _____ day of _____, 20____, is herein called Yearly Contract for City Ordered Tow Services as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter "City") and Ron's Auto & Truck Towing, LLC (hereinafter "Supplier").

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

WHEREAS, Supplier did on the 3rd day of October, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

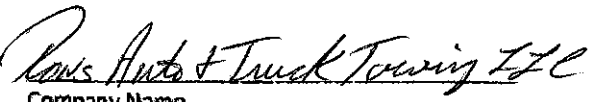
WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____, 2017, Bid No. 2018-001, Contract period from _____, to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2018-001; Section 2.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2018-001	Dated:	10/3/2017	Pages 1	Through 31
Specifications:		Dated:	10/3/2017	Pages 4	Through 6
General Conditions:				Pages 14	Through 19
Special Attachments:	Addendum No. 1				



Procurement Officer of Record



Company Name

Stephen A. Arbo, City Manager _____
Date



Company Authorized Signature

Manager
Title _____ Date _____

RON HARVEY
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION

220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
Phone: 816-969-1083 Fax: 816-969-1081
Email Address: ben.calla@cityofls.net

INVITATION FOR BID NUMBER 2018-001

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

CITY ORDERED TOW SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM OR DELIVERED BY HAND TO THE PROCUREMENT AND CONTRACT SERVICES DEPARTMENT, 220 S.E. GREEN STREET, LEE'S SUMMIT, MISSOURI 64063 PRIOR TO THE OPENING DATE: TUESDAY, SEPTEMBER 26, 2017, 2:00 P.M. LOCAL TIME

There will be a pre-bid conference in the Howard A Conference Room, 2nd Floor, City Hall, 220 S.E. Green St. on Tuesday, September 19, 2017 9:00 AM LOCAL TIME. All interested bidders are encouraged to attend.

The cutoff date for any questions for this bid is Thursday, September 21, 2017 at Noon, Local Time.

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

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

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

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

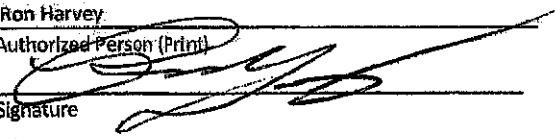
<u>Ron's Auto & Truck Towing, LLC</u>	<u>Ron Harvey</u>
Company Name	Authorized Person (Print)
<u>33811 E US HWY 50</u>	
Address	Signature
<u>Lees Summit, MO 64086</u>	<u>Manager</u>
City/State/Zip	Title
<u>(816) 810-5151</u> <u>(816) 697-5451</u>	<u>10/3/2017</u> <u>30-0599882</u>
Telephone # Fax #	Date Tax ID #
<u>Ronsautotrucktowing@yahoo.com</u>	<u>LLC</u>
E-mail	Entity Type

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INVITATION FOR BID NUMBER 2018-001

The City of Lee's Summit will accept electronically or hand submitted bids from qualified persons or firms for **City Ordered Tow Services** as a yearly contract. Bids must be received electronically in Public Purchase or delivered by hand by Tuesday, September 26, 2017, 2:00 PM Local Time. Bids will be read aloud publicly in the Howard A Conference Room, 2nd floor, City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

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

There will be a pre-bid conference in the Howard A Conference Room, 2nd Floor, City Hall, 220 S.E. Green St. on Tuesday, September 19, 2017 at 9:00 AM, LOCAL TIME. **All interested bidders are encouraged to attend.**

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

Ben Calia, CPPB, Procurement and Contract Services Manager

SCOPE: The City of Lee's Summit is seeking qualified firms or persons to provide City Ordered Tow Services. To provide **TOW SERVICES** for abandoned, illegally parked, impounded and wrecked vehicles as requested by the Lee's Summit Police Department as well as City-owned vehicles as requested by the Fleet division and citizen requested tows on an as needed basis as One Time Term & Supply contract for the City of Lee's Summit to include but not limited to:

- 1.1 Normal and special recovery
- 1.2 Winching
- 1.3 Dollie Service
- 1.4 Accident clean-up
- 1.5 Tire changes
- 1.6 Jump starts
- 1.7 Unlocking services
- 1.8 Storage

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer conducting this solicitation, addendum(s) will be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. **The cutoff date for any questions for this bid is Thursday, September 21, 2017 at Noon, Local Time.**
- 1.3 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.4 The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.5 Bids submitted on separate forms are not acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.6 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the City Manager of the City of Lee's Summit shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City Manager.
- 1.7 In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- 1.8 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.9 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid or as stipulated on an appropriate addendum. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.10 Any award of a contract resulting from this invitation for Bid will be made only by written authorization from the City Manager.
- 1.11 If an award is a result of this invitation for Bid, a contract in the form of a Yearly Contract (YC) will be issued. The contract number must be referenced on all documentation including invoice.
- 1.12 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located in Section 8. Any bid conditioned on conflicting Terms & Conditions may be rejected.

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

2.0 SPECIFIC REQUIREMENTS OF BID:**2.1 Renewal Option:**

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

2.2 Licenses and Permits: The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

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

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

2.4.1 To be provided with Bid submittal:

- **Bidder must complete the bid document in its entirety. Submit all Pages of this complete bid document**
(bidders to keep copy of bid submitted)
- List of References and Experience-Form 10.0
- Personnel Qualifications-Form 11.0
- List of Equipment and copies of registrations for equipment identified-Form 12.0
- Executed Addendum(s)-if applicable.

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

- Business License
- Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
- Work Authorization Affidavit
- E-Verify Signature Page
- W-9 (new vendor only)
- Vendor Information Form (new vendor only)
- A copy of drivers licenses for those drivers identified on Section 11.0 PERSONNEL QUALIFICATIONS (updated information shall be provided with the removal or addition of drivers as well as a requirement of a renewal contract term)

2.5 No Financial Interest or Other Conflict: By submission of its response, the bidder certifies that they are currently in compliance with items 2.5.1 through 2.6.4 and shall remain in compliance throughout the term(s) of the contract.

2.5.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

2.5.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.6 Debarment and Suspension Status: Offeror hereby certifies to the City as follows for the life of the contract:

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

- 2.6.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.6.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.6.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.6.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
- 2.7 **Experience:** The bidder shall state the number of years in business. The bidder must have at least five (5) years of experience managing and operating a towing business.
- 2.8 **Tow Truck Drivers.** Towing Company shall employ a minimum of five (5) tow truck drivers. The bidder shall submit a list of all competent and qualified drivers to be utilized in carrying out the Contract. The list shall include the following information:
- 2.8.1 A copy of each driver's Missouri Commercial Driver's License;
- 2.8.2 A current address;
- 2.8.3 Driver's experience, including number of years in the industry and any special training in towing. Towing Company warrants that all tow truck drivers utilized in carrying out this Contract are competent, qualified and licensed to operate a tow truck in the State of Missouri and are trained in the use of towing equipment. The City reserves the right to disapprove a driver for any reason, and the City is not required to provide an explanation for the disqualification of a driver.
- 2.8.4 **Drivers.** Towing Company shall employ a minimum of five (5) tow truck drivers, who shall be pre-approved by the City, who shall be available to meet the terms of the contract twenty four (24) hours per day, three hundred sixty five (365) days per year.
- 2.8.5 Tow truck drivers shall be directly employed by the Towing Company; subcontracting drivers is **not** allowed (refer to Section 4.12).
- 2.8.6 Tow truck drivers shall be in compliance with all requirements of the U.S. Department of Transportation.
- 2.8.7 Every tow truck driver is to be provided with a copy of the pricing under this contract and also a copy in protective sheeting is to be kept in every tow truck, along with the ticket book, so it can be utilized by every driver of the vehicle.
- 2.8.8 Only tow truck drivers with commercial driver's licenses (CDLs) shall be allowed to operate tow trucks GVWR over 26,000, per Missouri law.
- 2.8.9 Tow truck drivers with out-of-state driver's licenses shall obtain driver's licenses for the State of Missouri within 30 days of establishing residency within the state (except for those that reside in Kansas, who do not require State of Missouri driver's licenses), per Missouri law and the Missouri Department of Motor Vehicles.
- 2.8.10 **New Drivers.** Towing Company shall notify the Procurement and Contract Services Division in writing of any new driver to be utilized in carrying out the Contract prior to the individual performing work under the Contract. A new driver is any driver not listed by Towing Company in the original bid package. New driver notifications shall include submission of all information, as specified in Section 2.8, Tow Truck Drivers. The Procurement and Contract Services Division shall issue written approval or disapproval to the Towing Company of any new drivers within seven (7) days of receiving the notice from the Towing Company. Unapproved drivers will not be allowed to perform under this contract. The City reserves the right to disapprove a driver for any reason and the City is not required to provide an explanation for the disqualification of a driver.

2.8.11 New drivers should be informed of and trained on the contract terms and pricing as part of their initial job training and orientation.

2.9 **Applicable Laws.** Towing company shall abide by any and all local, state and/or federal laws pertaining to the provision of tow services.

2.9.1 The initial tow performed under RSMo §304.153, 304.155, or 304.157, shall remain in the state of Missouri unless authorized by the vehicle owner, or his or her authorized agent including a motor club to which the owner of the motor vehicle is a member.

3.0 TERMINOLOGY AND DEFINITIONS:

3.1 Definitions:

- 3.1.1 The "City" is the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063 and all of its departments and employees, including the Police Department.
- 3.1.2 The "Towing Company" is mentioned as such (Bidder, Offeror, Contractor, Towing Company, Tower, Towing Operator) in the bid document and includes the Owner, Chief Executive Officer or their designated representative(s).
- 3.1.3 The term "Estimated" represents approximate quantities for the period of time stated.
- 3.1.4 The "Tow Committee" is a committee established by City Council Resolution and appointed by the Public Safety Advisory Board to monitor this Contract and make recommendations as necessary. This committee shall have the responsibility for interpretation of questions or disputes regarding services rendered or charges made, and in turn shall forward any suggestions to the Public Safety Advisory Board for consideration as necessary; and ultimately to the Mayor and City Council, for final action.
- 3.1.5 A "Police-Ordered Tow" is the towing of a motor vehicle or equipment ordered by the Police Department for any of the following reasons:
- Abandoned vehicles, including motor vehicles, trailers, all-terrain vehicles, boats, or vessels, which are subject to removal from both public or private property, whether operational or not.
 - Illegally parked vehicles.
 - Impounded vehicles.
 - Wrecked vehicles where the owner/operator for whatever reason is not capable of requesting a tow service.
 - Tows where the service requested by the owner/operator of the vehicle is unable to respond in a reasonable time period.
 - All non-preference Tows.
 - Any other tow ordered by the City or Police Department not excepted by this Contract.
- 3.1.6 A "Non-Preference Tow" is a Police-ordered Tow where the owner/operator does not request service from a preferred tow service and, therefore, the Towing Company is contacted for service.
- 3.1.7 A "Citizen Request Tow" is a tow where a specific tow company is requested by a citizen to provide the required service, although the Police Department may be involved in placing the call for service.
- 3.1.8 A "Tow Ticket" is a form provided by the Police Department which records the type of tow and the amount charged for service by the Towing Company.
- 3.1.9 The "Tow Lot" is the area maintained by the Towing Company for the storage of towed vehicles.
- 3.1.10 A "Loaded Mile" is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery.
- 3.1.11 "Personal property" shall be defined as items necessary to meet personal needs, which shall include equipment, medication and eyewear prescribed by a physician, safety items such as a child's car seat, and may include other items as determined by the Police Department; but shall not include other personal property such as equipment or tools.
- 3.1.12 "Normal Recovery" is defined as follows: All four wheels on ground, street or right-of-way that can be backed up to by a tow truck and towed. No additional charges will be allowed for minimal rotating of vehicle for hookup. Towing of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles and pick-up trucks up to and including 3/4 ton. Service shall include cleanup of the roadway as directed by the Police Department. Towing of a vehicle with an attached trailer will be considered as one tow. However a separate storage charge per day for each vehicle and each trailer will apply. The separate storage charge for the trailer shall be clearly identified on the same tow ticket as the vehicle.
- 3.1.13 "Special Recovery" is defined as those cases where a vehicle is so damaged that it requires the tying shut its doors, and the removal of all broken glass and loose parts, as necessary, before the vehicle can be safely towed. Special recovery charges

may be in addition to the normal recovery charges, but shall not exceed one hundred and fifty percent (150%) of the normal recovery charge.

- 3.1.14 **"Re-delivery"** is defined as towing a vehicle from the Tow Lot to another location (e.g., a body shop, owner's home, etc.). Charges for re-delivery shall be the same as the initial tow; e.g., Normal or Special Recovery.
- 3.1.15 **"Winching"** is defined as a towing winch which pulls cars onto either the towing platform, if it's a platform tow truck, or up into the towing sling if it's a drag-style tow truck.
- 3.1.16 **"Dollie Service"** is defined as a dolly that elevates the front (or back) wheels of the vehicle being towed so that it can be towed by a drag-style tow truck.
- 3.1.17 **"Tire Changes"** shall consist of replacing a damaged tire.
- 3.1.18 **"Covering Vehicle"** shall consist of the use of a tarpaulin or similar covering to cover one or all windows or door openings to protect a vehicle's interior from weather damage.
- 3.1.19 **Jump starts** shall consist of starting a vehicle by use of a booster cable.
- 3.1.20 **Unlocking vehicles** shall consist of releasing the lock on the door of a vehicle with an auto unlocking tool.
- 3.1.21 **Mileage Charges** are defined as charges for the distance from the pick-up point to the delivery point of a towed vehicle will only be allowed for tows outside City limits.-A loaded mile is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery. Mileage rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.

4.0 SPECIFICATIONS:

4.1 **Towing Services Covered by this Contract.** The Towing Company shall provide towing services pursuant to this Contract for the following tows:

- 4.1.1 Police-ordered Tows;
- 4.1.2 Non-preference Tows; and
- 4.1.3 Tows requested by City departments for City-owned vehicles or equipment.

4.2 Payment

The City shall be responsible only for payment for the towing of City-owned vehicles and equipment. The Towing Company shall invoice the City monthly for tows of City vehicles and equipment accompanied by copies of the Towing Company's Tow Tickets. Payment will be processed within thirty days of receipt and all invoices must be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net.

4.3 Towing Services Not Covered by this Contract (Citizen Request Tow)

- 4.3.1 The Police Department shall be responsible for identifying a tow as a Citizen Requested Tow and may facilitate notification of an alternative tow company if for any reason the requested tow company is unable to respond within thirty (30) minutes in which case Police Department may contact the City's Towing Company and the tow shall become a "Police-ordered Tow" subject to the terms and conditions of this Contract.
 - 4.3.2 If the Towing Company is the preferred company as requested by a private citizen, the service provided is not regulated by this Contract and is considered a Citizen Requested Tow. All fees for a Citizen Requested Tow shall be privately negotiated between the Towing Company and the citizen. The Towing Company is not required to use a Police Department issued Tow Ticket or apply the Contract pricing for a Citizen Request Tow.
 - 4.3.3 The parties to this Contract agree that the City and its employees shall not be responsible for, or liable to Towing Company for, the payment or collection of charges performed for the general public at the request of the Police Department.
- 4.4 **Availability and Response Times.** Towing services must be available twenty four (24) hours per day, three hundred sixty five (365) days per year. Towing Company shall respond to a request for towing services by the Police Department as quickly as possible and shall arrive at the location requested, provided the location is within the City limits, no later than thirty (30) minutes after receiving the call for service. Failure to respond within thirty (30) minutes may be excused by the City only in the case of severe weather as determined solely by the City.

In the event that the Towing Company fails to respond within thirty (30) minutes, the Police Department shall have the discretion of ordering a tow from a different company. The citizen or City will be responsible for payment of the towing services as otherwise provided herein. For unexcused delayed tows, the Procurement and Contract Services Division shall provide documentation of the charges for towing services from the alternative towing company to the Towing Company. The Towing

Company shall reimburse the citizen or City for the difference between the Contract fees and the price charged by the alternate tow company.

In the event of an emergency in which the Towing Company is unable to handle the volume or the Police Department determines that it is necessary for the safety, health, or welfare of the general public to use an alternative means to remove vehicles outside of this Contract, the Police Department has the ability to do so. These circumstances may include multiple vehicle accidents occurring within the corporate city limits within a close time period, but shall not be limited to this exception only.

- 4.5 **Waiting Time.** If at any time the Towing Company is required by the Police Department to stand by after arrival at the designated location for longer than thirty (30) minutes prior to starting tow procedures, the Towing Company shall be allowed to charge an hourly rate. Tow tickets must be signed by the on-scene Police Officer indicating that, in fact, the Police Department asked the Towing Company to stand by.
- 4.6 **Cancellation.** A cancellation charge may be applied whenever a call for service is received from the Police Department dispatcher and is cancelled by the Police Department. A cancellation rate only applies once the tow truck arrives on the scene. Cancellation rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.
- 4.7 **Point of Contact.** Towing Company shall provide the City with a single telephone number and shall answer that number for the purpose of receiving requests for towing services twenty four (24) hours per day, three hundred sixty five (365) days per year.
- 4.8 **On-Scene Instruction.**
- 4.8.1 Towing Company agrees to cooperate with the City and shall readily accept and follow instructions by police officers at the scene and shall tow vehicles to the approved Tow Lot or other destinations as ordered by the City.
 - 4.8.2 Towing Company shall clean up and remove from the roadway all debris associated with an Incident that results in a tow as directed by the on-scene officer. A specific time limit shall not apply for clean-up activities, but the Towing Company shall work expeditiously to clear the scene of debris. Towing Company shall provide and supply all materials and equipment required to clean the scene from debris including, but not limited to, absorbing material, shovel, broom, etc.
 - 4.8.3 Towing Company agrees that the necessary time will be provided to the Police Department, and other law enforcement officers, to conduct required investigations of incidents involving vehicles prior to the towing of a vehicle. Waiting charges may be assessed only as specified in Section 7.0 Pricing.
 - 4.8.4 Vehicle Identification Numbers (VINs) shall be double-checked by the Towing Company.
 - 4.8.5 Vehicles shall be towed facing forward whenever possible to reduce exposure to damage claims that may be caused by pulling a vehicle opposite of the way it was designed for travel.
 - 4.8.6 Towing Company is to provide driver(s) of vehicle(s) with the Towing Company contract information.
- 4.9 **Towing of Commercial Motor Vehicles,** whether abandoned, illegally parked, impounded or wrecked, shall be towed by the contract Towing Company if requested by the City. In the event the City requests the Towing Company to perform this service, such tow shall be performed at rates reasonable and customary in the industry, subject to review and approval of the Tow Committee.
- 4.10 **Disconnection/Reconnection of Drive Line.** Drive lines may need to be disconnected prior to towing, and reconnected upon arrival at the drop location.
- 4.11 **Certified Letters to Vehicle Owners.** Letters must be sent via Certified U.S. Mail, Return Receipt Requested, to vehicle owner and any lien holder when claiming a lien for recovering, towing or storing abandoned property, pursuant to RSMo. Chapter 304.
- 4.12 **Subcontracting.** Towing Company will not be allowed to subcontract, assign or transfer any interest in the work covered by this Contract.
- 4.13 **Overcharge.** If it comes to the attention of the City that an overcharge has occurred, the Towing Company shall be notified in writing (by electronic or U.S. mail) by the Procurement and Contract Services Division or Police Department and must refund the overcharge to the customer within fifteen (15) days of receipt of the notice. Notice of refund and photocopy of refund documentation shall be submitted to the Procurement and Contract Services Division within the same timeframe.
- 4.14 **Independent Contractor.** Towing Company agrees that it is an independent contractor under the terms of this Contract, not covered by City insurance or tax exemptions, nor is it an employee of the City.

4.15 **Contract Clarifications.** Any requests for clarification of the Contract by the Towing Company shall be submitted in writing to the Procurement and Contract Services Division. The Procurement and Contract Services Division shall provide a written response within seven (7) business days upon receipt of the clarification request.

4.16 **Tow Lot.** Towing Company shall maintain a Tow Lot for storage of vehicles and an office for the release of vehicles. The Tow lot shall either be located within the city limits of Lee's Summit or within twenty (20) miles of the City of Lee's Summit. Proximity shall be determined by utilizing Map Quest to determine the number of miles from Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO 64063 to the physical address of the tow lot location.

33811 E. US, HWY 50

Tow Lot Physical Address:

Lees Summit, MO 64086

City/State/Zip Code

Does the tow lot property meet all of the requirements identified in bid sections 4.16-4.18? Yes No

4.16.1 The Tow Lot shall be a sole-use facility (used only for towing).

4.16.2 The Tow Company shall currently own or lease and maintain a Tow storage lot in compliance with requirements stipulated in paragraph 4.16 above.

4.16.3 **Storage.** Outside storage of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles, and pick-up trucks up to and including ¾ ton. A separate storage charge per day for a vehicle and trailer towed together will apply. The separate storage charge for the trailer shall be clearly identified on the same tow ticket as the vehicle (One full calendar day or any part thereof). Storage rates may be different for vehicles up to ¾ ton and those over ¾ ton. The City will not be responsible for storage fees on any impounded vehicle on which the Police Department has placed a hold. However, this does not preclude the Towing Company from charging the owner of the vehicle the standard rates established by this contract. The City will not pay storage fees on any City owned vehicle.

4.16.4 The Tow Lot shall be clearly marked and identified by approved exterior signage as the location of the Tow Lot.

4.16.5 The minimum lot size of the Tow Lot shall be able to hold approximately eighty (80) vehicles).

4.16.7 The Tow Lot shall be hard-surfaced (asphalt or concrete).

4.16.8 Vehicles stored in the Tow Lot shall be arranged in rows and not stacked upon one another.

4.16.9 The Tow Lot shall not be located in a 100 year flood plain.

4.16.10 The Towing Company's office shall be open from at least 8:00 a.m. to 6:00 p.m., Monday through Friday.

4.16.15 The Towing Company's office shall have secure, on-site storage for tow records.

4.16.16 The Towing Company's office shall have 24-hour dispatch service and software, and GPS tracking of tow vehicles.

4.16.17 Towing Company shall have personnel on the Tow Lot available to provide the release of vehicles and/or personal property contained in vehicles and to accompany the owner/driver and/or insurance adjusters to vehicles during the hours specified in this contract.

4.16.18 Except as provided in § 304.155, RSMo, the Towing Company shall release personal property from a towed vehicle to the owner of the towed vehicle during normal business hours at the owner's request and at no additional charge. For the purposes of this Contract, personal property shall be defined as items necessary to meet personal needs, but shall not include other personal property such as equipment or tools. When personal property release is in question, the Towing Company shall contact the Police Department for instruction prior to releasing personal property.

4.16.19 Towing Company shall also post at the office of the Tow Lot and at the Police Department a telephone number for the public where Towing Company can be reached on weekends and holidays, between the hours of 8:00 a.m. and 6:00 p.m. Any release of vehicles or personal property outside of normal business hours (8:00 a.m. to 6:00 p.m. Monday through Friday) may incur additional charges. The posting at the Towing Company's office shall be in such a location that it can be read by the public when the Towing Company's office is either open or closed.

4.16.20 Towing Company agrees to provide access to the Tow Lot by City employees on a twenty-four (24) hour basis, seven (7) days per week without charge to the City.

4.17 **Release of Vehicles from Tow Lot.** Towing Company shall accept and abide by release documents issued by the City and shall handle the physical release of vehicles without the need for Police Department personnel at the Tow Lot. Towing Company will

cooperate with the City completely, and comply with any request or direction issued regarding the release of vehicles from the Tow Lot.

- 4.18 **Additional Trips (after-hours release of vehicles).** It shall be the responsibility of the Towing Company to notify the owner/driver of the hours the lot and office will be open (MONDAY THROUGH FRIDAY, 8:00 A.M. TO 6:00 P.M.). The per trip rate may be charged only when opening at hours other than those the Towing Company is required by Contract to have the lot and office open, or personnel available for the release of vehicles. However, Towing Company shall NOT assess extra charges when already on the premises and release is requested. Extra charges are to be assessed only when Towing Company's office is closed and a Towing Company representative is not on the premises.
- 4.19 **Equipment.** Towing Company shall submit a listing of all equipment (owned or leased) to be used under this Contract for approval by the City, see section 12.0 LIST OF EQUIPMENT.
- 4.19.1 Towing Company shall maintain in good mechanical condition and shall have available twenty-four (24) hours per day, three hundred sixty five (365) days per year the following equipment:
- 4.19.2 A minimum of five (5) tow trucks; which includes a minimum of one (1) hauler/flatbed truck, one (1) recovery boom, one (1) 25-ton minimum recovery unit, and two (2) tow trucks. The minimum acceptable size and capacity of the tow trucks is 19,500 GVW with a minimum boom of eight thousand (8,000) pounds with a constant pull winch with a minimum of eight thousand (8,000) pounds.
- 4.19.3 Equipment capable of recovering and removing the average tractor trailer.
- 4.19.4 A reliable means of communication between the Towing Company's office and each towing vehicle. Pagers and cellular phones are acceptable means of communication. Citizen band radios are not approved means of communication.
- 4.19.5 **Accessory Equipment.** Each vehicle maintained by the Towing Company shall be equipped with rotary flashing red or yellow beacon lights, emergency flashers, back-up lights, work lights, brooms, flares, and tarps or other protective material with adequate tie-downs for the protection of vehicles. All vehicles, with the exception of haulers, must be equipped with dollies.
- 4.19.6 **Equipment Identification.** All vehicles used to perform the services required by this contract shall be marked and identified with the name of the Towing Company, and shall be registered with the U.S. Department of Transportation.
- 4.19.7 **Proper Licensing.** Towing Company warrants that all vehicles utilized in carrying out the terms of this Contract are licensed to operate in Missouri and that all equipment shall be maintained in good mechanical condition.
- 4.19.8 **Additional Equipment Approval.** During the term of the Contract, Towing Company shall notify the Procurement and Contract Services Division of any new equipment to be utilized in carrying out the Contract. New equipment is any equipment not listed by Towing Company in the original bid package. Towing Company shall also prove that all new equipment is owned by said Towing Company and shall be marked and identified with the name of the Towing Company. The new equipment shall be in good mechanical condition and comply with all terms of this Contract. If new equipment is not in good mechanical condition, it shall not be used to perform services under the Contract.
- 4.19.9 **Equipment Registration.** All tow equipment must be registered to the Towing Company. A copy of the current license(s) and registration(s) must be provided with bid submittal.
- 4.21 **Tow Tickets.** Towing Company shall use Tow Tickets for all tows performed under this contract. The City will provide Towing Company with the Tow Ticket form to be used for Police-Ordered Tows and will be responsible for providing a sufficient number of Tow Tickets for the Towing Company's use. The Towing Company's own Tow Ticket form shall be used for tows of City vehicles, and shall be turned into the Fleet Division. Additional Tow Tickets can be obtained by the Towing Company from the Police Department during normal working hours Monday through Friday, 8:00 AM to 5:00 PM. The only other time Towing Company may use a different tow ticket or method of invoicing is when the tow is classified as a Citizen Request Tow by the Police Department.
- 4.22 **Reports.** Towing Company shall keep records of all services performed under this contract. On Monday of each week, Towing Company shall deliver (via hand delivery or electronically) to the Administration Division of the Police Department, 10 N.E. Tudor Road, Lee's Summit, MO 64086, copies of all Tow Tickets along with copies of all paid invoices associated with each Tow Ticket issued the prior week. Each Tow Ticket shall set forth the charges made for towing service. All towing charges shall comply with Section 6.0 Pricing of this contract. Towing Company shall have thirty (30) days to notify the City of any corrections to tow tickets due to billing errors on Towing Company's part.

Towing Company shall comply with State statutes in the reporting of abandoned property in Towing Company's possession that is unclaimed for ten (10) days from date of tow to the Police Department. The Towing Company shall notify the Police Department by fax a list of those vehicles towed under this contract that remain on the Towing Company's lot on a daily basis. Towing Company may provide reports via their dispatch/towing software with City approval.

4.23 Performance Reporting and Termination

- 4.23.1 **Performance Reporting.** The Towing Company will be evaluated on services provided during the course of the Contract on a regular basis and a written report of performance results will be submitted monthly by the Police Department through the Procurement and Contract Services Division to the Tow Committee. Towing Company shall be notified monthly of any noted deficiencies in service or problems with compliance with this Contract.
- 4.23.2 **Termination.** If Towing Company violates any of the terms and conditions of this Contract, fails or refuses for any reason to furnish the services required under this Contract, or charges a fee in excess of that described in Section 7.0 Pricing, the City shall have the right to terminate this Contract.

4.24 Other Provisions – Tow-Related

- 4.24.1 Towing Company must have a business license on file with the City. If Towing Company is registered with the Federal Department of Transportation, a local business license is not required, but proof of registration shall be provided. Towing Company must show either evidence of a Federal DOT registration or a copy of a current business license obtained from the City.
- 4.24.2 Towing Company shall be responsible for complying with the Revised Statutes of Missouri and the Lee's Summit Code of Ordinances for any sale of stored, unclaimed vehicles.
- 4.24.3 Towing Company agrees to comply with all applicable federal and state laws and City Ordinances, including, but not limited to, Federal DOT and OSHA requirements, Missouri revised state statutes, zoning, fair labor practices and employment discrimination.
- 4.24.4 Towing Company represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Contract for a gratuity, commission, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of Towing Company or bona fide established commercial or sales agencies.
- 4.24.5 Hold harmless. The Towing Company shall indemnify, defend, become responsible for and forever save harmless the City, its boards, committees, commissions, officers, agents and employees from any and all liability, cost or expense, including reasonable attorney's fees and costs of defense incurred by them:
1. For loss or damage to property of the Towing Company, its officers, agents, employees, licensees, contractors and invitees, pursuant to and or in performance of this contract or for injury to or death of any such employee, agent, licensee, invitee or contractor, pursuant to and/or in performance of this contract however arising; and
 2. Arising directly or indirectly from any act or omission of the Towing Company, or any person acting on the Towing Company's behalf, done or claimed to have been done by virtue of or pursuant to this Contract.
 3. Any expense arising out of the operation of the Tow Lot.

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

- 5.0.1 Service Costs-Form 6.0 Pricing
- 5.0.2 References and Experience of Tow Service Provider-Form 10.0
- 5.0.3 Tow Lot proximity to the City of Lee's Summit
- 5.0.4 Personnel Qualifications-Form 11.0
- 5.0.5 Equipment-Form 12.0

SCORING RANGES

	50 Point Item	20 Point Item	10 Point Item
Outstanding	37 – 50	16 – 20	9 – 10
Exceeds Acceptable	25 – 36	11 – 15	6 – 8
Acceptable	13 – 24	6 – 10	3 – 5
Marginal	0 – 12	0 – 5	0 – 2

		Max. Pts.	Score
1.	Service Costs-Pricing: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.	50	_____
2.	References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.	20	_____
3.	Tow Lot Proximity: Consideration will be given to those firms whose tow lots are located in closer proximity to the City of Lee's Summit.	10	_____
4.	Personnel Qualifications: Consideration will be given to the qualifications of the personnel who will be carrying out contractual duties.	10	_____
5.	Equipment: Consideration will be given to the type, capability of and condition of the equipment to be utilized in performing contractual duties.	10	_____
		Total(100)	_____

6.0 PRICING

See Addendum #1

DESCRIPTION OF SERVICES FOR January 2016 – December 2016	ESTIMATED QUANTITY	UNIT	UNIT COST
1. Normal Recovery			
VEHICLES UP TO ½ TON	600	EACH	\$
VEHICLES OVER ½ TON	270	EACH	\$
2. Special Recovery	100	EACH	\$
3. Re-delivery	30	EACH	\$
4. Winching	320	MINIMUM	\$
HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$
5. Dolly Service (per application)	100	EACH	\$
6. SR 40/50 Rotator		HOUR	\$
7. Tire Changes	10	EACH	\$
8. Covering Vehicle	20	EACH	\$
9. Jump Starts	50	EACH	\$
10. Unlocking Vehicles	50	EACH	\$
11. Mileage Charges (average 10mi/trip)	715	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		MILE	\$
VEHICLES OVER ½ TON – PER LOADED MILE		MILE	\$
12. Additional Trips (after-hours release of vehicles)	45	EACH	\$
13. Storage Days	1421	SEE BELOW	SEE BELOW
VEHICLES UP TO ½ TON		DAYS	\$
VEHICLES OVER ½ TON		DAYS	\$
14. Waiting Time	3	SEE BELOW	
VEHICLES UP TO ½ TON		HOUR	\$
VEHICLES OVER ½ TON		HOUR	\$
15. Cancellation by the City	2	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		EACH	\$
VEHICLES OVER ½ TON – PER LOADED MILE		EACH	\$
16. Drive Line Disconnection & Reconnection	20	EACH	\$
17. Certified Letters to Vehicle Owners	1	EACH	N/A
18. Additional Equipment/Services (Optional)	N/A	LIST SEPARATELY-SEE BELOW	

6.1 Additional Equipment/Services (Optional)

Description: _____ Fee: \$ _____

Description: _____ Fee: \$ _____

Description: _____ Fee: \$ _____

Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

Company /Software Name: _____

Description: _____

Web Address: _____

Ability to provide reports based on the tow ticket example attached? Yes No

Fee for City use (if any) \$ _____

6.3 Towing Company will provide for the storage of vehicle at: _____ (tow lot address)

Lot size: _____ square feet

6.4 Tow Lot located within twenty (20) miles of 220 S.E. Green St., Lee's Summit, MO 64063. _____ Yes _____ No

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

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

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

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program. The signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program **MUST** be provided prior to the issuance of a contract.

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

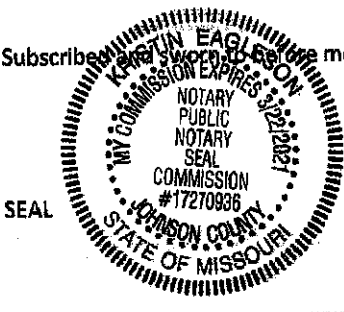
County of Jackson)
) ss.
State of Missouri)

My name is RON HARVEY I am an authorized agent of Roux Auto & Truck Tuning LLC ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

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

[Signature]
Affiant
RON HARVEY
Printed Name

Subscribed and sworn to before me this 2nd day of October, 2017
[Signature]
Notary Public



8.0 GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initiated by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the invitation for bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a **A** Best's rating and a **BBB+** or better financial performance rating per the current A.M. Best Company ratings).
 - A **BID DEPOSITS (BONDS).**
Bid Deposit Not Required
Bid Deposit Required as stipulated in the "Invitation for Bid".
Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):
 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

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B PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.

Performance and Labor and Material Payment Bonds Not Required .
 Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".
 Note the following:

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

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.

11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. AWARD OF CONTRACT.
A BASIS OF AWARD.

- (1) Only firm bids will be considered.
- (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
- (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.

B EVALUATION OF BIDS.

- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
- (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C NOTICE OF AWARD. After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.

17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.

18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the Invitation to bid).

CONTRACTUAL REQUIREMENTS.
GENERAL CONTRACTUAL REQUIREMENTS.
1. DEFINITIONS.

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

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- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
 3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
 4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
 5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
 6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
 7. **GENERAL WARRANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
 8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
 9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
 10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
 11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
 12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
 13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
 14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
 15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
 16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
 17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
 18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
 19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
 20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnify hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his sub-contractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
 21. **SUB-CONTRACTS.**
 - A. The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.

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

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compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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technical specifications must comply with standards of the Williams Stolger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

- B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 - 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

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

9.0 INSURANCE REQUIREMENTS:

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

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

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:
Is licensed to do business in the State of Missouri;
Carries a Best's policyholder rating of "A" or better;
Carries at least a Class VII financial rating; OR is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: if any part of the contract is to be sublet, the Contractor shall either:
Cover all sub-contractors in the Contractor's liability insurance policy or,

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

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

PUBLIC LIABILITY: Public liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions per U.S. DOT requirements as set forth under 49 Code of Federal Regulations, section 172.101.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:	Each occurrence	\$2,000,000
	Personal & Advertising Injury	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	General Aggregate	\$2,000,000

Policy must include the following conditions:

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

AUTOMOBILE LIABILITY: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
Any Auto OR All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

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

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

GARAGE LIABILITY:

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

Conditions: Premises & Operations
Products/Completed Operations

GARAGEKEEPERS LEGAL LIABILITY:

Limits: \$100,000 Each Occurrence (not each vehicle)

Conditions: Fire, Lighting, Explosion, Theft, Windstorm, Hall, Vandalism, Collision including Collision of a Transporting Conveyance.

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

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

GENERAL INSURANCE PROVISIONS:

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

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit 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 policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

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

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

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

City of Lee's Summit

220 S.E. Green Street
Lee's Summit, MO 64086

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

10.0 REFERENCES AND EXPERIENCE

A MINIMUM of 3 Years experience is required of the successful bidder, in similar services, described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are REQUIRED to provide the information below in FULL DETAIL.

How many years has your firm been in business?		YEARS:	
List references showing contracts, held by your company, providing the same services for other municipalities or private companies. If more space is required, please make as many copies of this form as necessary and submit with bid submittal.			
Company Name & Address	Contact Name/Phone Number	Job/Contract Dates:	Describe Services You Provided:
Jackson County Sheriff's Office	Col. Benny Kenny		Towing & Recovery
Lake Lotwana Police Department	Sgt. Thompson		Towing & Recovery
Lone Jack Police Department	Chief Forbes		Towing & Recovery
Lake Tapawingo Police Department	Chief Ross		Towing & Recovery
Grain Valley Police Department	Sgt. Hedger		Towing & Recovery
Johnson County MO Sheriff's Office	Dep. Martinez		Towing & Recovery
Lees Summit Police Department	Major Manzell		Towing & Recovery
Missouri State Highway Patrol			Towing & Recovery

11.0 PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL. Indicate person who will be supervising the provision of tow services and years of experience in similar work.

Name: Ron's Auto & Truck Towing, LLC

of Years: 44

Type of Experience:

Complete the following for employees that would be performing the services described in this bid. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. If more space is required, please make as many copies of this form as necessary and submit with bid submittal.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING
Ron Harvey	Towing & Recovery	50 Years
Calvin Layden	Towing & Recovery	10 Years
Mike Jones	Towing & Recovery	4 Years
Troy Tilton	Towing & Recovery	30 Years
Larry Cooper	Towing & Recovery	30 Years
Tracey Helton	Towing & Recovery	35 Years

12.0 LIST OF EQUIPMENT:

Complete the table below stipulating to identify the tow truck/equipment (owned or leased) that is available for utilization in the performance of this contract. If more space is required, please make as many copies of this form as necessary and submit with bid submittal. A copy of the current registration(s) must be provided with bid submittal.

Tow Truck/Equipment Type	Model	Model Number	Mileage:	Current Registration Number:
2016 Dodge Flatbed	5500			73B-OAM
2014 Dodge Flatbed	5500			48E-6AW
2014 Dodge Wrecker	4500			33A-8YU
2011 Ford Flatbed	F-650			93A-GOA
2006 Kenworth Wrecker	35 Ton			63A-GOA
1993 Freightliner Wrecker	20 Ton			48B-7AW
2015 Dodge Wrecker	4500			33A-8YU
2016 Dodge Flatbed	5500			93B-OAM
2009 Chevy Wrecker	3500			843-7BA
2016 Takeuchi Loader				

13.0 SAMPLE CONTRACT:

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

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

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

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

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

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

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Special Attachments:

Procurement Officer of Record

Stephen A. Arbo, City Manager Date

APPROVED AS TO FORM:

Office of the City Attorney

Ross Auto & Truck Towing LLC

Company Name

[Signature]

Company Authorized Signature

Manager *10-2-17*

Title Date

Type or Print the Name of Authorized Person

Ross Hanley



BID NUMBER: 2018-001

ADDENDUM NUMBER: 1
Date: September 19, 2017

The original Invitation for Bid# 2018-001 for **City Ordered Tow Services** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

The original bid document for Invitation for Bid# 2018-001 had an original closing date and time of Tuesday, September 26, 2017, 2:00 P.M. Local Time. **The bid opening date has been extended until Tuesday, October 3, 2017, 2:00 P.M. Local Time.**

PRE-BID CONFERENCE

DATE/TIME: September 19, 2017, 9:00 A.M.

The Pre-Bid Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the invitation for bid, by allowing potential bidders to ask questions. The City intends to make an award to a responsive and responsible company through an open and competitive procurement process; one that will satisfy all the requirements that is deemed to be in the best interest of the City.

The Pre-Bid Conference was opened with introductions and a statement of purpose by the Procurement and Contract Services Manager, Ben Callia.

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

S. The phrase "One Time" of the first paragraph located under SCOPE located on page 3 of the bid document shall be considered removed from the bid document.

S. The phrase "if applicable" located in section 2.0 SPECIFIC REQUIREMENTS OF THE BID, paragraph 2.3 of the bid document shall be considered removed from the bid document.

S. The sentence "Towing of a vehicle with an attached trailer will be considered as one tow..." located under section 3.0 TERMINOLOGY AND DEFINITIONS, 3.1.12 "Normal Recovery" on page 6 shall be replaced by the following: "Towing of a vehicle with an attached trailer may be considered as two tows if said vehicle and trailer cannot be towed together as one tow. A separate storage charge per day for said vehicle and trailer will apply. The separate storage charge for the trailer shall be clearly identified on the applicable tow ticket." This language will be deemed as inserted into the bid document.

S. The phrase "Section 7.0 Pricing" located under section 4.0 SPECIFICATIONS, paragraph 4.8 ON-SCENE INSTRUCTION, item 4.8.3 shall now read as "Section 6.0 Pricing".

S. The original section "6.0 PRICING" shall be replaced with the revised enclosed 6.0 PRICING page. Please dispose of the original section "6.0 PRICING" and submit the revised enclosed 6.0 REVISED PRICING PAGE with your bid submittal. Bid submittals that do not provide the revised enclosed 6.0 REVISED PRICING PAGE will be considered nonresponsive.

6.0 REVISED PRICING PAGE

DESCRIPTION OF SERVICES FOR January 2016 – December 2016	ESTIMATED QUANTITY	UNIT	UNIT COST
1. Normal Recovery			
VEHICLES UP TO ½ TON	600	EACH	\$ 75.00
VEHICLES ½ TON TO 26,000 POUNDS	270	EACH	\$ 75.00
VEHICLES OVER 26,000 POUNDS		EACH	\$ 125.00
2. Special Recovery	100	EACH	\$ 100.00
3. Re-delivery	30	EACH	\$ 100.00
4. Winching	120	MINIMUM	\$ 125.00
HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$ 100.00
5. Dolly Service (per application)	100	EACH	\$ 60.00
6. Tire Changes	30	EACH	\$ 60.00
7. Covering Vehicle	20	EACH	\$ NC
8. Jump Starts	50	EACH	\$ 60.00
9. Unlocking Vehicles	50	EACH	\$ 60.00
10. Mileage Charges (average 10mi/trip)	715	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		MILE	\$ 3.00
VEHICLES OVER ½ TON – PER LOADED MILE		MILE	\$ 3.00
11. Additional Trips (after-hours release of vehicles)	45	EACH	\$ 60.00
12. Storage Days	1421	SEE BELOW	SEE BELOW
VEHICLES UP TO ½ TON		DAYS	\$ 40.00
VEHICLES OVER ½ TON		DAYS	\$ 40.00
13. Waiting Time	3	SEE BELOW	
VEHICLES UP TO ½ TON		HOUR	\$ 60.00
VEHICLES OVER ½ TON		HOUR	\$ 60.00
14. Cancellation by the City	2	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		EACH	\$ NC
VEHICLES OVER ½ TON – PER LOADED MILE		EACH	\$ NC
15. Drive Line Disconnection & Reconnection	20	EACH	\$ 50.00
16. Certified Letters to Vehicle Owners	1	EACH	N/A
17. Additional Equipment/Services (Optional)	N/A	LIST SEPARATELY-SEE BELOW	

6.1 Additional Equipment/Services (Optional)

Description: Skid Steer Fee: \$ 75.00
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

Company /Software Name: _____
 Description: _____
 Web Address: _____
 Ability to provide reports based on the tow ticket example attached? Yes No
 Fee for City use (if any) \$ _____

6.3 Towing Company will provide for the storage of vehicle at: 33811 E 50 Hwy 25, Mo 64086 (tow lot address)

Lot size: 1 Acre square feet

6.4 Tow Lot located within twenty (20) miles of 220 S.E. Green St., Lee's Summit, MO 64063. Yes No

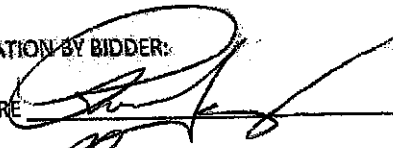
6.5 All pricing shall remain firm and fixed for the duration of the contractual term.

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 1 of Bid No. 2018-001, titled City Ordered Tow Services by his/her signature affixed hereto, and shall submit this Addendum and any attachments provided herein with their original bid submittal.

CERTIFICATION BY BIDDER:

SIGNATURE



TITLE

Manager

COMPANY

Ross Auto & Truck Towing LLC

DATE

9-29-17

BID 2018-001 COMPARATIVE ANALYSIS



This is the unofficial comparative analysis of bids received
 Bid Number: 2018-001

Bid Opening: Tuesday, October 3, 2017

Item:	Est. Qty	Unit	Ron's Auto & Truck Towing, LLC		Jim's Tow		Independence Specialty Tow		Santa Fe Tow		Elite Tow		Jackson County Tow		Lazer Pipes		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1. Normal Recovery																	
	VEHICLES UP TO ½ TON	600	EACH	\$75.00	\$45,000.00	\$74.00	\$44,400.00	\$150.00	\$90,000.00	\$95.00	\$57,000.00	\$100.00	\$60,000.00	\$100.00	\$60,000.00	\$125.00	\$75,000.00
	VEHICLES ¾ TON TO 26,000 POUNDS	270	EACH	\$75.00	\$20,250.00	\$94.00	\$25,380.00	\$250.00	\$67,500.00	\$105.00	\$28,350.00	\$150.00	\$40,500.00	\$150.00	\$40,500.00	\$150.00	\$40,500.00
	VEHICLES OVER 26,000 POUNDS		EACH	\$125.00	\$125.00	\$194.00	\$194.00	\$350.00	\$350.00	\$250.00	\$250.00	\$250.00	\$250.00	\$200.00	\$200.00	\$350.00	\$350.00
2. Special Recovery		100	EACH	\$100.00	\$10,000.00	\$74.00	\$7,400.00	\$120.00	\$12,000.00	\$50.00	\$5,000.00	\$65.00	\$6,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00
3. Re-delivery		30	EACH	\$100.00	\$3,000.00	\$74.00	\$2,220.00	\$50.00	\$1,500.00	\$95.00	\$2,850.00	\$95.00	\$2,850.00	\$100.00	\$3,000.00	\$125.00	\$3,750.00
4. Winching		120	MINIMUM	\$25.00	\$3,000.00	\$74.00	\$8,880.00	\$120.00	\$14,400.00	\$75.00	\$9,000.00	\$65.00	\$7,800.00	\$75.00	\$9,000.00	\$60.00	\$7,200.00
	HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$100.00	\$100.00	\$74.00	\$74.00	\$120.00	\$120.00	\$150.00	\$150.00	\$65.00	\$65.00	\$75.00	\$75.00	\$120.00	\$120.00
5. Dollie Service (per application)		100	EACH	\$60.00	\$6,000.00	\$42.00	\$4,200.00	\$60.00	\$6,000.00	\$45.00	\$4,500.00	\$65.00	\$6,500.00	\$45.00	\$4,500.00	\$50.00	\$5,000.00
6. Tire Changes		10	EACH	\$60.00	\$600.00	\$42.00	\$420.00	\$60.00	\$600.00	\$75.00	\$750.00	\$65.00	\$650.00	\$65.00	\$650.00	\$75.00	\$750.00
7. Covering Vehicle		20	EACH	\$0.00	\$0.00	\$42.00	\$840.00	\$25.00	\$500.00	\$25.00	\$500.00	\$0.00	\$0.00	\$35.00	\$700.00	\$25.00	\$500.00
8. Jump Starts		50	EACH	\$60.00	\$3,000.00	\$42.00	\$2,100.00	\$60.00	\$3,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$65.00	\$3,250.00	\$65.00	\$3,250.00
9. Unlocking Vehicles		50	EACH	\$60.00	\$3,000.00	\$42.00	\$2,100.00	\$60.00	\$3,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$65.00	\$3,250.00	\$75.00	\$3,750.00
10. Mileage Charges (average 10mi/trip)		715															
	VEHICLES UP TO ¾ TON – PER LOADED MILE		MILE	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$4.50	\$4.50	\$4.00	\$4.00	\$3.50	\$3.50	\$4.00	\$4.00
	VEHICLES OVER ¾ TON – PER LOADED MILE		MILE	\$3.00	\$3.00	\$4.00	\$4.00	\$5.00	\$5.00	\$5.50	\$5.50	\$5.00	\$5.00	\$4.50	\$4.50	\$6.00	\$6.00
11. Additional Trips (after-hours release of vehicles)		45	EACH	\$60.00	\$2,700.00	\$42.00	\$1,890.00	\$100.00	\$4,500.00	\$60.00	\$2,700.00	\$65.00	\$65.00	\$50.00	\$2,250.00	\$0.00	\$0.00
12. Storage Days		1421															
	VEHICLES UP TO ¾ TON		DAY	\$40.00	\$40.00	\$42.00	\$42.00	\$40.00	\$40.00	\$30.00	\$30.00	\$45.00	\$45.00	\$35.00	\$35.00	\$50.00	\$50.00
	VEHICLES OVER ¾ TON		DAY	\$40.00	\$40.00	\$42.00	\$42.00	\$50.00	\$50.00	\$65.00	\$65.00	\$55.00	\$55.00	\$65.00	\$65.00	\$50.00	\$50.00
13. Waiting Time		3															
	VEHICLES UP TO ¾ TON		HOUR	\$60.00	\$60.00	\$42.00	\$42.00	\$50.00	\$50.00	\$100.00	\$100.00	\$65.00	\$65.00	\$55.00	\$55.00	\$120.00	\$120.00
	VEHICLES OVER ¾ TON		HOUR	\$60.00	\$60.00	\$74.00	\$74.00	\$50.00	\$50.00	\$100.00	\$100.00	\$75.00	\$75.00	\$75.00	\$75.00	\$120.00	\$120.00

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

PROJECT: TOW SERVICES

BID NO: 2018-001

	50 Point	20 Point	10 Point				FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM
	Item	Item	Item				Ron's Auto & Truck Towing, LLC	Jim's Tow	Independence Specialty Tow	Santa Fe Tow	Elite Tow	Jackson County Tow	Lazer Pipes
Outstanding	37-50	16-20	9-10	Pts	# Mmbrs	Max Pts							
Exceeds Acceptat	25-36	11-15	6-8										
Acceptable	13-24	6-10	3-5										
Marginal	0 - 12	0-5	0 - 2										
1. Service Cost Pricing: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.	50	2	100				87	81	36	60	51	52	45
2. References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.	20	2	40				38	38	36	37	35	35	35
3. Tow Lot Proximity: Location of Firm: Consideration will be given to those firms located in closest proximity* to the City of Lee's Summit.	10	2	20				14	17	8	8	17	8	8
4. Personnel Qualifications: Consideration will be given to the qualifications of the personnel who will be carrying out contractual duties.	10	2	20				20	19	15	20	18	18	18
Equipment: Consideration will be given to the type, capability of and condition of the equipment to be utilized in performing contractual duties.	10	2	20				18	17	4	18	10	19	20
	100		200				177	172	99	143	131	132	126

* Proximity was determined by utilizing Map Quest to determine the number of miles from Lee's Summit City Hall to the address stated on the offeror's bid.
All Tow Lots identified in the responses were within the stipulated 20 mile radius.

Packet Information

File #: TMP-0709, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE POLICE DEPARTMENT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE PURPOSE OF ADDING AN OFFICER TO SERVE ON THE JACKSON COUNTY DRUG TASK FORCE.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE POLICE DEPARTMENT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE PURPOSE OF ADDING AN OFFICER TO SERVE ON THE JACKSON COUNTY DRUG TASK FORCE.

Key Issues:

The Jackson County Drug Task Force is funded by proceeds from the County's COMBAT Sales Tax. Currently, the Lee's Summit Police Department has assigned two officers to serve on the Task Force. The original agreement with Jackson County provided for three officers, however following funding constraints, only two were funded. The Jackson County Drug Task Force is now able to commit to funding the third officer.

This proposed amendment would appropriate funds and authorize an increase of full time equivalents in the Police Department. The costs to the City would be reimbursed by the County.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE POLICE DEPARTMENT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE PURPOSE OF ADDING AN OFFICER TO SERVE ON THE JACKSON COUNTY DRUG TASK FORCE.

Background:

The Drug Task Force was initiated solely for the investigation and prosecution of drug related offenses and is comprised of approximately 25 officers from cities within Jackson County. The Lee's Summit officers are assigned serve the Lee's Summit area and remain under the direction of the Lee's Summit Chief of Police.

Drug Task Force Personnel:

Blue Springs - 3 Officers
Grandview - 3 Officers
Independence - 7 Officers
JC Sheriff - 5 Officers
Lee's Summit - 3 Officers
Raytown - 3 Officers
Buckner - 1 Officer

Presenter: Travis Forbes | Police Chief

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE POLICE DEPARTMENT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE PURPOSE OF ADDING AN OFFICER TO SERVE ON THE JACKSON COUNTY DRUG TASK FORCE.

Committee Recommendation: N/A

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE POLICE DEPARTMENT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE PURPOSE OF ADDING AN OFFICER TO SERVE ON THE JACKSON COUNTY DRUG TASK FORCE.

WHEREAS, Ordinance No. 8162, passed by the City Council on June 1, 2017, adopted the City's Budget for the Fiscal Year ending June 30, 2018; and,

WHEREAS, Exhibit A to Ordinance No. 8162 established the pay and classification plan that contains the authorized list of positions; and,

WHEREAS, additional funding is available from Jackson County's COMBAT Funds for reimbursement of costs to provide an additional officer from the Lee's Summit Police Department to the Jackson County Drug Task Force; and,

WHEREAS, the City Council hereby wishes to increase authorized allocation of full time equivalents and budgeted expenditures for the Police Department in order to provide an additional officer from Lee's Summit to the Jackson County Drug Task Force.

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, 2018, as adopted by Ordinance No. 8162, is hereby amended by increasing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2017-2018, in the manner shown below.

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Police Department	\$100,000	\$20,071,060

SECTION 2. That the allocation of full time equivalents for the Police Department is hereby amended as follows:

<u>Job Title</u>	<u>FY18 Budget Allocated FTE's</u>	<u>Added/(Reduced)</u>	<u>New FY18 Budget Allocated FTE's</u>
Police Officer I	21.00	1.00	22.00

SECTION 3. That all other provisions of Ordinance No. 8162 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. 8203), Amendment No. 2 (Ordinance No. 8240), Amendment No. 3 (Ordinance No. 8244), and Amendment No. 4 (Ordinance No. 8254).

BILL NO.

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 _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

Deputy City Clerk Trisha Fowler Arcuri

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

Mayor Randall L. Rhoads

ATTEST:

Deputy City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

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

Police

FY18 Budget Summary

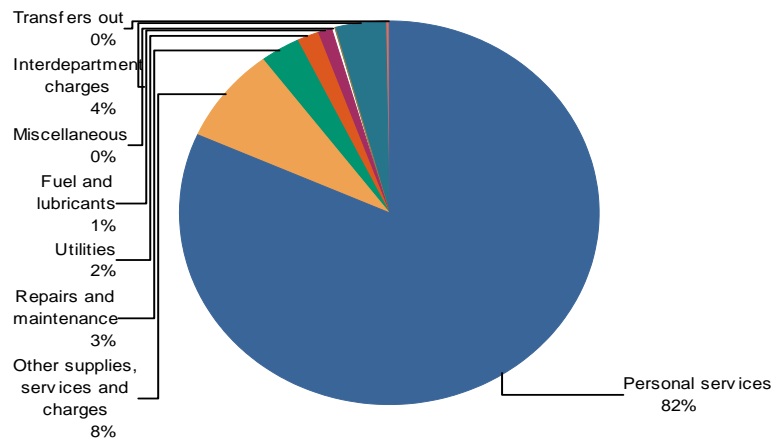
Expenses by Program and Services

Programs and Services	FY16 Actual	FY17 Budget	FY17 Projected	FY18 Budget	Difference FY17 Budget		Difference FY17 Projected	
					\$	%	\$	%
Department Administration	4,259,401	4,165,661	4,433,509	4,349,641	183,980	4%	(83,868)	(2%)
Support Services	2,640,548	2,735,388	2,658,512	2,803,831	68,443	3%	145,319	5%
Special Operations	532,547	0	0	0	0	0%	0	0%
Operations Division	7,484,297	8,232,569	8,136,157	8,052,986	(179,583)	(2%)	(83,171)	(1%)
Criminal Investigate Div	3,764,605	3,629,352	3,607,403	3,849,301	219,950	6%	241,899	7%
Animal Control	804,866	866,172	871,172	866,001	(171)	(0%)	(5,171)	(1%)
Department Totals	19,486,265	19,629,141	19,706,753	19,921,760	292,619	1%	215,007	1%

Expenses by Type

Expense Category	FY16 Actual	FY17 Budget	FY17 Projected	FY18 Budget	Difference FY17 Budget		Difference FY17 Projected	
					\$	%	\$	%
Personal services	16,029,395	16,033,312	16,143,565	16,284,646	251,334	2%	141,081	1%
Other supplies, services and charges	1,447,965	1,514,697	1,498,056	1,569,437	54,740	4%	71,381	5%
Repairs and maintenance	657,127	618,567	617,567	618,512	(55)	(0%)	945	0%
Utilities	309,429	350,202	349,702	349,702	(500)	(0%)	(0)	(0%)
Fuel and lubricants	182,736	239,013	219,013	239,013	0	0%	20,000	9%
Miscellaneous	21,560	24,070	29,570	6,500	(17,570)	(73%)	(23,070)	(78%)
Interdepartment charges	793,067	804,294	804,294	825,159	20,865	3%	20,865	3%
Transfers out	44,986	44,986	44,986	28,791	(16,195)	(36%)	(16,195)	(36%)
Department Totals	19,486,265	19,629,141	19,706,753	19,921,760	292,619	1%	215,007	1%

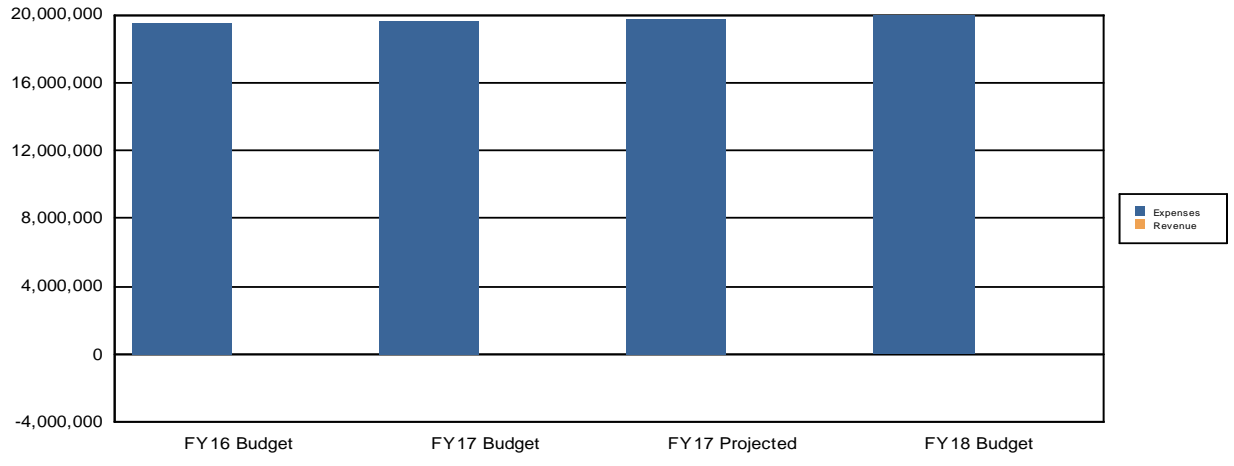
FY18 Expenses By Type



Full Time Equivalent (FTE)

Job Titles	FY16 Budget	FY17 Budget	FY18 Budget	Difference FY17	Amended Changes
Administrative Secretary	1.00	1.00	1.00	0.00	
Animal Control Field Supvr.	1.00	1.00	1.00	0.00	
Animal Control Manager	1.00	1.00	1.00	0.00	
Animal Control Officer	5.00	5.00	5.00	0.00	
Communications Specialist-Pol	16.00	14.00	14.00	0.00	
Communications Supvr-Police	1.00	1.00	1.00	0.00	
Crime Scene Technician	1.00	1.00	0.00	-1.00	
Detention Officer	7.50	7.50	9.00	1.50	
Evidence & Property Tech.	2.00	1.00	1.00	0.00	
Facilities Maintenance Worker	1.00	1.00	1.00	0.00	
Lead Comm Specialist-Police	2.00	4.00	4.00	0.00	
Lead Detention Officer	3.00	3.00	3.00	0.00	
Master Police Officer	73.00	69.00	0.00	-69.00	
Master Police Officer I	0.00	0.00	36.00	36.00	
Master Police Officer II	0.00	0.00	31.00	31.00	
Mgr, Accreditation/Info Mgmt	1.00	1.00	1.00	0.00	
Parking Control Officer	1.00	1.00	1.00	0.00	
Police Captain	6.00	6.00	6.00	0.00	
Police Chief	1.00	1.00	1.00	0.00	
Police Major I	1.00	1.00	1.00	0.00	
Police Major II	3.00	3.00	3.00	0.00	
Police Officer I	20.00	14.00	21.00 22.00	7.00	8.00
Police Officer II	19.00	29.00	27.00	-2.00	
Police Records Clerk	3.50	3.50	3.50	0.00	
Police Sergeant	19.00	19.00	0.00	-19.00	
Police Sergeant I	0.00	0.00	8.00	8.00	
Police Sergeant II	0.00	0.00	11.00	11.00	
Police Services Officer	3.00	3.00	3.00	0.00	
Police Systems Manager	0.00	1.00	1.00	0.00	
Purchasing and Supply Officer	1.00	1.00	1.00	0.00	
Receptionist	1.00	0.00	0.00	0.00	
Secretary	2.50	3.50	3.50	0.00	
Shelter Attendant	4.50	4.50	4.50	0.00	
Technical Services Specialist	1.00	1.00	1.00	0.00	
Department Totals	202.00	202.00	205.50	3.50	

Total Budget



Report data refreshed 10/25/2017 6:43:36AM

CITY OF LEE'S SUMMIT

LAW DEPARTMENT

207 S.W. MARKET
P.O. BOX 1600
LEE'S SUMMIT, MO 64063

DRUG TASK
FORCE
AGREEMENT

AUTHORIZED

City Attorney
CHRISTINE M. TREAT

Assistant City Attorney
JOANNE L. GRAHAM
JOHN R. BULKLEY

August 1, 1997

8/5/97

PLEASE FILE

TO: City Council
RE: Drug enforcement agreement
FROM: John Bulkley *JB*
Assistant City Attorney

This agreement would continue Lee's Summit's participation in the Jackson County Drug Enforcement Task Force.

The task force guides cooperation of law enforcement agencies in Jackson County in investigating and prosecuting offenses involving illegal drugs, funded largely by the seven-year quarter-cent sales tax reapproved in 1996 for the period 1997-2004.

The Lee's Summit Board of Aldermen last approved a similar agreement in 1992. The most significant change in the new agreement is a commitment by Lee's Summit to maintain assignment of three officers to the task force. The previous agreement did not specify a number, but the Lee's Summit Police Department has traditionally assigned three.

The new agreement also requires a commitment of three officers each by Blue Springs, Raytown and Grandview, a commitment of five by the county sheriff's department, and a commitment of seven by Independence.

The chief of police has reviewed the agreement and concurs in my recommendation that the council approve the agreement.

Attached:

- The agreement
- A proposed ordinance approving the agreement and authorizing the chief of police to sit on the task force board of directors
- Copies of 1991 and 1992 resolutions approving predecessor agreements.

BILL NO. 97-93

ORDINANCE NO. 4481

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE "AGREEMENT FOR LAW ENFORCEMENT SERVICES - JACKSON COUNTY DRUG TASK FORCE" BY AND BETWEEN JACKSON COUNTY AND ITS SHERIFF'S DEPARTMENT, CITIES OF JACKSON COUNTY AND THE JACKSON COUNTY DRUG ENFORCEMENT TASK FORCE; AND AUTHORIZING THE POLICE CHIEF TO SERVE ON THE TASK FORCE BOARD OF DIRECTORS.

WHEREAS, the voters of Jackson County, Missouri have reapproved imposition of a sales tax for seven years to fund efforts against illegal drugs; and

WHEREAS, the Jackson County Legislature has appropriated proceeds of the sales tax to the Jackson County Prosecuting Attorney to investigate and prosecute drug and drug related offenses; and

WHEREAS, the Prosecuting Attorney desires to contract with appropriate organizations, such as the Jackson County Drug Enforcement Task Force and cities in the county to carry out this goal; and

WHEREAS, the City of Lee's Summit is committed to fighting illegal drugs in our community by providing police officers to the Drug Task Force for drug enforcement purposes.

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

SECTION 1. That the Mayor is hereby authorized to execute the Agreement for Law Enforcement Services - Jackson County Drug Task Force by and between Jackson County and its Sheriff's Department, cities of Jackson County and the Jackson County Drug Enforcement Task Force . A copy of said agreement is attached and incorporated herein by reference.

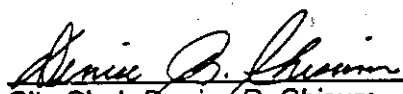
SECTION 2. That the Chief of Police for the City of Lee's Summit is hereby authorized to serve on the Board of Directors of the Jackson County Drug Task Force.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 5th day of August, 1997.



Mayor Karen R. Messerli

ATTEST:



City Clerk Denise R. Chisum

BILL NO. 97-93

ORDINANCE NO. 4481

APPROVED by the Mayor of said city this 5th day of August,
1997.

Karen R. Messerli
Mayor Karen R. Messerli

ATTEST:

Denise R. Chisum
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Christine M. Treat
City Attorney Christine M. Treat

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
JACKSON COUNTY DRUG TASK FORCE**

THIS AGREEMENT, is made and entered into as of the 31st day of December, 1997, pursuant to sections 70.210 et seq., 70.815 et seq., and 195.501 et seq., RSMo, by and between the following parties:

The cities of Grain Valley, Greenwood, Lake Lotawana, Lone Jack, Buckner, Oak Grove, Levasy, Sugar Creek, Sibley, Blue Springs, Grandview, Independence, Lee's Summit, and Raytown, all of the State of Missouri, by and through their respective City Councils, as attested to by their respective Mayors and Clerks, which Cities shall collectively hereinafter be referred to as "the Cities," unless otherwise referred to individually;

The Missouri State Highway Patrol;

Jackson County, Missouri, by and through its County Legislature, as attested to by its County Clerk and County Executive, and its Prosecuting Attorney, and its County Sheriff, hereinafter referred to as "the County," and

The Jackson County Drug Task Force, hereinafter referred to as "the Drug Task Force."

RECITALS:

WHEREAS, the voters of Jackson County, Missouri, have heretofore approved extension of a sales tax (COMBAT) for a period beginning April 1, 1997, and ending on March 31, 2004, to provide funding for the efforts against illegal drugs in Jackson County;

and

WHEREAS, chapter 93, Jackson County Code (Ordinance 1941, superseding prior Ordinances 1795 and 1925), adopted by the Jackson County Legislature and approved by the County Executive, provides that each year not less than 50% of the proceeds of this tax shall be appropriated for the purpose of arrest, prosecution, and incarceration of drug and drug related offenses; and

WHEREAS, the Jackson County Drug Task Force is to receive 9.5% of the annual distribution of the Anti-Drug Sales Tax;

WHEREAS, the County desires to contract, subject to approval by the County Legislature, with appropriate organizations to carry out this goal; and

WHEREAS, participation in the Drug Task Force is, pursuant to section 195.501 et seq., RSMo, available to the Missouri municipalities of Blue Springs, Independence, Raytown, Lee's Summit, Grandview, Sugar Creek, Oak Grove, Grain Valley, Buckner, Greenwood, Lake Lotawana, Sibley, Levasy, Lone Jack, the Jackson County Sheriff's Department, and the Missouri State Highway Patrol; and

WHEREAS, of the aforesaid jurisdictions, the Cities which are signatory hereto and the Jackson County Sheriff's Department desire to support the Drug Task Force by providing thereto appropriate necessary law enforcement resources for drug enforcement purposes as set out in Exhibit "A;" and

WHEREAS, it is the intent and desire of the County and its Prosecuting Attorney to contract with the Cities for said purpose and to fund acquisition of said resources from part of the proceeds of said Anti-Drug Sales Tax; and

WHEREAS, it is the mutual desire and intent of the parties that the Drug Task Force

retain its autonomy as a distinct law enforcement agency, made up of personnel and resources of each of the Cities and the Sheriff's Department; and

WHEREAS, it is the mutual intent and desire of the parties that there be a free exchange of information, statistics, and intelligence between the Drug Task Force and the Prosecuting Attorney so as to most effectively coordinate the efforts of the respective parties in the investigation and prosecution of drug related crimes, and to facilitate the reporting of specific measures of progress to the Jackson County Legislature and Executive; and

WHEREAS, the parties mutually acknowledge the desirability and the need for ongoing planning between the Drug Task Force and the Prosecuting Attorney for the development of policies and strategies to carry out the intent of the Anti-Drug Sales Tax;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and in furtherance of the recitals set forth above, the respective parties hereto do hereby agree as follows:

1. TERM

The term of this Agreement shall be for twelve (12) months, commencing as of January 1, 1997, and terminating December 31, 1997. Provided, however, that this Agreement may be terminated by the County upon 90 days' written notice to the other parties' designated representatives. Further, any other party to this Agreement may elect to withdraw from participation in the Drug Task Force upon 90 days' written notice to the other parties' designated representatives.

It is the intent of the parties to renew and extend this Agreement on an annual basis for so long as the sales tax under chapter 93 of the Jackson County Code is in existence.

Accordingly, the Drug Task Force shall submit its annual proposed budget to Prosecuting Attorney and the Jackson County Director of Budget upon written notification from the Prosecuting Attorney, which budget shall be prepared in accordance with the County's usual budget process.

2. APPROPRIATION OF FUNDS AND MAINTENANCE OF ACCOUNTS

During the term of this Agreement, the County shall, subject to annual appropriation, provide funding to the Drug Task Force in an amount not to exceed 9.5% of the annual distribution of the Anti-Drug Sales Tax. In the event there are surplus funds, or grant funds or any other fund generated by the COMBAT tax, the Drugs Task Force shall be eligible to receive an allocation of such funds. All expenditures shall be in accordance with the Drug Task Force's budget for the calendar year 1997 (or the then current year during renewal terms hereof), which budget is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein. The County, through its Budget Department, will process the Drug Task Force billings and payment.

Payment to the Cities in reimbursement of amounts expended pursuant to this Agreement shall be processed in the following manner. Each City shall submit to the Drug Task Force a monthly reconciliation of all funds expended pursuant to this Agreement, classified in accordance with the County's line item account codes; the Drug Task Force shall approve or disapprove same within three (3) business days, and upon approval, shall submit same to the County's Director of Budget, who shall promptly remit payment of same. The Drug Task Force and all participating cities agree to encumber funds by December 15, 1997, and by the same date in subsequent years if this Agreement is renewed.

The parties do hereby mutually agree that all expenditures of funds hereunder shall be in accordance with the policies, rules, regulations, ordinances, and resolutions of the County governing budgeting and financing, including, but not limited to, the County's policies on travel reimbursement and purchasing. All purchasing shall be in accordance with the County's purchasing rules and regulations and shall be only from bidders/vendors who have received certificates of compliance with the County's affirmative action program, as administered by the County's compliance review officer, all in accordance with the Jackson County Code.

In accordance with County policy, all transfers of ten thousand dollars (\$10,000.00) or more between budget accounts set forth in Exhibit A shall be only upon request of the Drug Task Force Board, with the approval of the County Legislature. Transfers of less than ten thousand dollars (\$10,000.00) from one classification to another may be made by the Drug Task Force Board, with notice to the County's Prosecuting Attorney and Director of Budgeting.

3. DRUG TASK FORCE SERVICES

The Drug Task Force shall use funds paid hereunder solely for the investigation and prosecution of drug related offenses in accordance with the budget set forth as Exhibit A hereto, including, but not limited to twenty five (25) certified, law enforcement officers, inclusive of the Officer in Charge, and necessary support staff. The Drug Task Force anticipates hiring a chemist by contract year 1997 and this position will be characterized as necessary support staff. The Drug Task Force's expenditures shall not include funding for any administrative positions except for the position designated as "Officer in Charge," it being the specific intent of the parties that funds expended hereunder shall be used

strictly for the increased enforcement of laws prohibiting illegal drug trafficking, and not for the administration of this Agreement or other administrative functions, other than those performed by the "Officer in Charge," and the Prosecuting Attorney. Provided, however, that nothing herein shall prohibit Drug Task Force from contracting for professional services necessary to support the operations thereof, notice of which shall be provided to the Prosecuting Attorney and the County's Budget Director.

The Cities agree that there will be no reduction in the amount of funds appropriated to their respective police departments as a result of the funds provided by the Anti-Drug Sales Tax. The Cities and the respective police departments also agree that there will not be a reduction in the number of police personnel because of funds appropriated from the Jackson County Anti-Drug Sales Tax. It is the express intent of the parties that the services to be rendered by the Drug Task Force hereunder shall be in addition to those heretofore budgeted by the Cities for the operation of their respective police departments for the maintenance of the efficient and effective law enforcement services in their respective communities. Upon request of the Prosecuting Attorney, each City shall provide a written certification of compliance with this paragraph, with sufficient supporting detail to confirm same.

4. DRUG TASK FORCE PERSONNEL - LIABILITY

The Cities shall be solely responsible for, and shall hold County harmless from, any and all responsibility for the payment of any salaries, wages, or other compensation, of any Drug Task Force personnel, officers, or independent contractors, of the Cities, except to that any such individuals are employees or independent contractors of Jackson County.

County shall not be liable for compensation or indemnity to any Drug Task Force personnel for injury or sickness, except for those who are employees of Jackson County. The Drug Task Force shall continue salary and benefit payments for any officer assigned to the Drug Task Force who is injured, on or off duty, to the extent that said officer has accumulated leave time. The Drug Task Force shall not require Cities to assign additional officers to replace officers who have been so injured.

Each City shall be solely responsible for, and shall hold County harmless from, any and all liability for any intentional or negligent act of any of its personnel assigned to the Drug Task Force.

5. DRUG TASK FORCE PERSONNEL - SUPERVISION AND CONTROL

The manner in which services are rendered, standards of performance, discipline, and control of personnel assigned to the Drug Task Force shall be the sole responsibility of the Chiefs of Police of the respective officers' departments and of the Jackson County Sheriff for Sheriff's Deputies. Provided, however, that the Officer in Charge of the Drug Task Force shall, at his discretion, discontinue assignment of any officer of the Drug Task Force for unsatisfactory performance, or if an officer's undercover status has been compromised.

6. MINORITY HIRING AND EMPLOYMENT

The Cities shall comply with section 9304. of the Jackson County Code by making all best efforts to reach a twenty percent (20%) goal for minority hiring and employment in filling all new positions funded as a result of this Agreement. As used in this Agreement, the term "Minority" is defined as follows:

- A. Those individuals who have been subjected to racial or ethnic prejudice or

cultural bias because of their identity as a member of a group without regard to their qualities as individuals.

B. Individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered disadvantaged.

a. "Asian-Indian American" means United States citizens whose origins are in India, Pakistan, or Bangladesh.

b. "Asian-Pacific American" means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

c. "Native American" means American Indians, Eskimos, Aleuts, and native Hawaiians.

C. Handicapped individual. A handicapped individual is defined as a person who has a physical or mental impairment which substantially limits one or more of the person's major life activities, which include caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; has a record of such impairment, or is regarded as having such an impairment.

7. MANAGEMENT/POLICY

A. Drug Task Force Board:

It is understood and authorized by the parties that the Drug Task Force's operations shall be monitored by the Board of Directors of the Drug Task Force, which Board shall meet on a regular basis to provide management guidance of the Drug Task Force,

including policy, funding issues, and staffing requirements, all in accordance with the constitution and by-laws of the Jackson County Drug Task Force, which is attached hereto and made part hereof by reference, as Exhibit "B." Day to day management of the operations of the Drug Task Force shall be by the Officer in Charge, who shall report to said Board of Directors.

B. Drug Task Force Priorities and General Plan

The Drug Task Force shall submit to the Prosecuting Attorney, with its budget proposal as set forth in paragraph 1 hereof, a listing of its priorities and general plan for law enforcement services for the year, which shall become a part of this Agreement. Drug Task Force's statement of priorities and general plan for the initial term of this Agreement, calendar year 1997, is attached hereto as Exhibit "C" and made a part hereof by reference as if fully set forth herein.

8. COMMUNICATION AND REPORTS

A. Drug Task Force Personnel:

The Cities and the Sheriff's Department supplying personnel to the Task Force will maintain the following assignments of certified officers to the Task Force:

Blue Springs	3	Lee's Summit	3
Grandview	3	Raytown	3
Independence	7	Buckner	1
JC Sheriff's	5	OIC	1

B. Prosecuting Attorney's Informational Reports

Prosecuting Attorney shall provide Drug Task Force current copies of its internal organizational chart and copies of any amendments or revisions thereto that may occur from time to time during the term hereof, with individuals assigned to drug enforcement

activity identified by name.

In addition, the Prosecuting Attorney shall provide to Drug Task Force the a monthly listing of all dispositions of cases, with sufficient detail to facilitate proper identification thereof.

Whenever possible, the Prosecuting Attorney shall consult designated officers of the Drug Task Force concerning pleas, dispositions, and/or dismissals of charges.

C. Use/Confidentiality of Information

All parties hereto acknowledge the sensitive and confidential nature of information which is the subject of this paragraph and the adverse effects that may result from improper disclosure thereof, including the potential of the compromise of the individual safety of personnel and the integrity of operations. Accordingly, each of the parties to this Agreement shall make all best efforts to safeguard the confidentiality of all such information and shall initiate and maintain practices and procedures to assure the disclosure of such information to the minimum number of persons necessary, and solely for the accomplishment of the purposes of this Agreement. Each of the parties shall disclose to the other the policies, practices, and procedures used by it in the furtherance of the intent hereof.

D. Public Information

It is the intent of all parties hereto that there be a coordination among them with regard to the release of information to the public regarding their activities hereunder. In furtherance of this intent, the parties agree that each shall notify the other, as soon as reasonably possible, in advance of any communications by them with the public, the media, or any public body, and shall cooperate with each other in sharing the detail of such

communications so as to better enable each part to respond to inquiries or publicity generated thereby. In addition, the Drug Task Force and Prosecuting Attorney shall, whenever possible, coordinate their respective efforts to inform the public of activities of each of them in the furtherance of the goals of this Agreement.

E. Processing of Payments

County may suspend payment of funds due under paragraph 2 hereof pending receipt of information requested by the County pertaining to any particular payment.

9. CONFLICTS

No officer or employee of Jackson County, whether elected or appointed, except those employees of the Sheriff's Department assigned to the Drug Task Force, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

10. INSPECTIONS BY PROSECUTING ATTORNEY, AUDITORS, AND COUNTY COMPLIANCE REVIEW OFFICER

The performance of this Agreement, and all books, records, accounts, and any other documents in possession of the Drug Task Force related hereto shall be subject to inspection and review by the County's Legislative Auditor, Prosecuting Attorney, the Jackson County Compliance Review Officer, any auditor designated by the Director of the Department of Finance of Jackson County, and upon request of the County's COMBAT Commission. Not more than once a year, an independent auditor contracted for by the County shall perform a comprehensive audit of the Drug Task Force's operations. All books, records, accounts, and any other documents in possession of the County relative to the funding of the Anti-Drug Sales Tax are public records and open for inspection in

accordance with chapter 610, RSMo. The foregoing relates to funding matters only; nothing herein shall be interpreted to require or allow disclosure of any of the confidential information referred to in paragraph 8 (Communication and Reports p. 9) hereof.

11. USE OF EQUIPMENT BY DRUG TASK FORCE

Any analysis equipment purchased with funds hereunder shall be available for use by all law enforcement agencies in Jackson County at a cost not to exceed its actual operating cost.

IN WITNESS WHEREOF, the parties hereto have set their respective hands.

ATTEST:

BLUE SPRINGS, MISSOURI

Diane Gardner
City Clerk

BY

[Signature]

APPROVED AS TO FORM

[Signature]

Attorney for the City of Blue Springs

ATTEST:

LEE'S SUMMIT, MISSOURI

[Signature]
City Clerk

BY

[Signature]
MAYOR, KAREN R. MESSERLI

APPROVED AS TO FORM

[Signature]

Attorney for the City of Lee's Summit

ATTEST:

INDEPENDENCE, MISSOURI

[Signature]
City Clerk Bruce Lowrey

BY

[Signature]
City Manager Larry N. Blich
ord #13641

APPROVED AS TO FORM

[Signature]

Attorney for the City of Independence

Wm. B. Moore

ATTEST:

RAYTOWN, MISSOURI

Harlan Curtis
City Clerk

BY Richard McLean

APPROVED AS TO FORM

Ad. H. H. H.
Attorney for the City of Raytown

ATTEST:

GRANDVIEW, MISSOURI

[Signature]
City Clerk

BY Harry P. Wilson

APPROVED AS TO FORM

John S. Hall
Attorney for the City of Grandview

ATTEST:

GRAIN VALLEY, MISSOURI

[Signature]
City Clerk

BY [Signature]

APPROVED AS TO FORM

[Signature]
Attorney for the City of Grain Valley

ATTEST:

GREENWOOD, MISSOURI

Cynthia B. Jones
City Clerk

BY

[Signature]
Mayor

APPROVED AS TO FORM

[Signature]
Attorney for the City of Greenwood

ATTEST:

LAKE LOTAWANA, MISSOURI

[Signature]
City Clerk

BY

[Signature]
MAYOR

APPROVED AS TO FORM

[Signature]
Attorney for the City of Lake Lotawana

ATTEST:

LONE JACK, MISSOURI

[Signature]
City Clerk

BY

[Signature]
Mayor

APPROVED AS TO FORM

[Signature]
Attorney for the City of Lone Jack

ATTEST:

BUCKNER, MISSOURI

Jodi Brown
City Clerk

BY

Ken Parson

APPROVED AS TO FORM

Mayor D. Hammett
Attorney for the City of Buckner

~~ATTEST:~~

~~OAK GROVE, MISSOURI~~

~~_____
City Clerk~~

~~BY~~

~~APPROVED AS TO FORM~~

~~_____
Attorney for the City of Oak Grove~~

~~ATTEST:~~

~~LEVASY, MISSOURI~~

~~_____
City Clerk~~

~~BY~~

~~APPROVED AS TO FORM~~

~~_____
Attorney for the City of Levasy~~

ATTEST:

SUGAR CREEK, MISSOURI

William A. Powell
City Clerk

BY Chad E. Ramsey

APPROVED AS TO FORM

Robert Buckley
Attorney for the City of Sugar Creek

~~ATTEST:~~

~~SIBLEY, MISSOURI~~

~~City Clerk~~

~~BY~~

~~APPROVED AS TO FORM~~

~~Attorney for the City of Sibley~~

ATTEST:

Jackson County Sheriff's Department
and Jackson County, Missouri

Mary Brocato
County Clerk

BY Kathryn Shields
Court Executive

BY Carl Casell
Prosecuting Attorney

APPROVED AS TO FORM

Andrea L. Sherman
County Counselor

Jackson County Drug Task Force

BY Tommy J. Conner

Exhibit A - Budget

11689

JACKSON COUNTY DRUG TASK FORCE
1997 BUDGET SUMMARY SHEET

(1) REVENUE - 1997		0
A) TAXES	\$	<u>0</u>
B) LICENSES & PERMITS	\$	<u>1,962,498.00</u>
C) INTERGOVERNMENTAL REVNUES	\$	<u>0</u>
D) PARK FEES	\$	<u>0</u>
E) CHARGES FOR SERVICES	\$	<u>0</u>
F) COURT FINES & COSTS	\$	<u>0</u>
G) INTEREST ON INVESTMENTS	\$	<u>0</u>
H) MISCELLANEOUS	\$	<u>350,000.00</u>
TOTAL FOR THIS PACKAGE	\$	<u>2,312,498.00</u>

(2) EXPENDITURES FOR THIS BUDGET)

A) PERSONAL SERVICES	\$	COMBAT	357,113.00
	\$	GRANT	44,617.00
	\$	TOTAL	<u>401,730.00</u>
B) CONTRACTUAL SERVICES	\$	COMBAT	1,381,020.00
	\$	GRANT	422,050.00
	\$	TOTAL	<u>1,803,070.00</u>
C) SUPPLIES	\$	COMBAT	<u>107,698.00</u>
D) CAPITAL OUTLAY	\$		<u>0</u>
TOTAL FOR THIS PACKAGE	\$	COMBAT	1,962,498.00
	\$	GRANT	350,000.00
	\$	TOTAL	<u>2,312,498.00</u>

FIGURES
INCLUDE
LOCAL
MATCHING
FUNDS

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE

REVENUE
SOURCE

ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
1997

COMBAT Sales Tax: 9.5% of \$17,500,000 .00
(projected revenues of COMBAT Tax, per
County Finance on June 20, 1996.

\$1,662,500.00

Resolution #110951, 20% of \$916,655.00,
allocation of available balance.

\$183,331.00

Jackson County Grant Match Fund (local
match for Public Safety Grant).

\$116,667.00

560 Narcotics Control Assistance Program Grant
administered by the Missouri Department of
Public Safety.

\$350,000.00

GRANT WITH LOCAL MATCH
TOTAL:
\$466,667.00

TOTAL \$2,312,498.00

PERS - SERVICE

DEPARTMENT/DIVISION: Jackson County Drug Task Force

CLASSIFICATION	GRADE	POSITION NUMBER	EMPLOYEE NAME	HOURLY	ANNUAL	POSITION BUDGETED IN 19967	# WORKING HOURS	FTE
00904	R99	1	Kimberly Brayfield	8.20	17,056.00	yes	2080	1
06062	S09	1	Lawrence M. Cook	12.76	26,541.00	yes	2080	1
06062	S09	1	Dale Covey	15.45	32,136.00	yes	2080	1
06262	S11	1	Martin Hendrickson	20.57	42,786.00	yes	2080	1
04905	R99	1	Kimberly Poynter	10.09	20,988.00	yes	2080	1
06262	S11	1	Robert Tuttle	20.57	42,786.00	yes	2080	1
05907	R99	1	Janet White	10.45	21,736.00	yes	2080	1
02964	R99	1	Shelly Wilke	13.85	28,808.00	yes	2080	1
06062	S09	1	Stacey Ledford	12.37	25,730.00	yes	2080	1

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE
ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
1997

REVENUE
SOURCE

COMBAT

(5 Sheriff's Deputies, 4 Civilians)

5010	Annual Salaries	258,567.00
5030	Overtime	18,000.00
5040	FICA Taxes	19,762.00
5050	Pension Contributions	23,249.00
5060	Insurance Benefits	21,000.00
5070	Unemployment Insurance	1,292.00
5110	Workers Compensation Insurance	3,617.00
5130	Vacation Buy-Out	5,167.00
5140	Sick Leave Buy-Out	5,167.00
5150	Long Term Disability Insurance	1,292.00

PACKAGE TOTAL

\$357,113.00

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE
ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
1997

REVENUE
SOURCE

MISSOURI DEPARTMENT OF PUBLIC SAFETY GRANT

5010	Annual Salary Prosecuting Attorney	\$35,006.00
5040	FICA	2,678.00
5050	Pension Contributions	2,801.00
5060	Insurance Benefits	3,292.00
5070	Unemployment Insurance	175.00
5110	Workers Compensation Insurance	490.00
5150	Long Term Disability Insurance	175.00

TOTAL PACKAGE

Grant (includes local match) \$44,617.00

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE

REVENUE
SOURCE

ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
1997

CONTRACTUAL SERVICES

6110	Postage 5,000 stamps @ \$0.32/each	\$ 1,600.00
6140	Travel expenses (hotel, airfare, meals, etc.)	25,000.00
6160	Meeting Expenses (business meeting expenses)	2,000.00
6165	Coffee Service	600.00
6230	Printing Services	500.00
6240	Office Services (Jackson County forms)	100.00
6360	Life Insurance (County employees)	400.00
6370	Liability Insurance (property/4 vehicles equipment)	8,000.00
6410	Gas (Office Utility) \$375.00 per month x 12 months	4,500.00
6420	Electricity (Office Utility) \$441.66 per month x 12 months	5,300.00
6430	Telephone Services \$1,083.00 per month x 12 months	13,000.00
6440	Water (Office Utility) \$33.33 per month x 12 months	400.00
6460	Refuse Collection \$40.00 per month x 12 months	480.00
6530	Maintenance & Repair (Auto Equipment)	

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE
ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
 1997

REVENUE
 SOURCE

	4 Task Force owned vehicles	14,000.00
6620	Building Rental \$3,250.00 per month x 12 months (main office) plus \$850.00 per month x 12 months (property room)	49,200.00
6630	Automobile Rental *This account to be supplemented by MDPS Grant 25 vehicles per month x \$575.00 average per month x 12 months = \$172,500.00	119,750.00 (\$52,750.00 Grant)
6641	Copier Rental \$500.00 per month x 12 months. (copier rental & meter usage)	6,000.00
6643	Mobilephone & Pager Rental Pagers \$300.00 per month x 12 months = \$3,600.00 Mobilephone \$1,200.00 per month x 12 months = \$14,400.00	18,000.00
6710	Dues and Memberships	350.00
6730	Janitorial Services \$100.00 per week x 52 weeks	5,200.00
6750	Education Benefits (tuition/registration)	10,000.00
6790	Contractual Services *This account to be supplemented by MDPS Grant Laboratory Chemist (100% Grant \$41,000) Officer-in-Charge \$70,000.00 City of Lee's Summit \$115,000.00 City of Blue Springs \$152,000.00 City of Grandview \$140,164.00 City of Raytown \$119,000.00	864,260.00 (\$343,480.00 Grant)

Exhibit B - Constitution & By-Laws

JACKSON COUNTY DRUG TASK FORCE

CONSTITUTION AND BY-LAWS

ARTICLE I

SECTION 1.

NAME: This organization shall be known as the Jackson County Drug Task Force (hereinafter referred to as the Task Force).

SECTION 2.

OBJECTIVES: The purpose and objectives of the organization are:

- A. To assist in, foster, promote, and encourage the prevention, control and eradication of illegal importation, manufacture, distribution, sale, possession and improper use of drugs and controlled substances.
- B. To educate, encourage, and give assistance to the general public; employers; federal, state, and local governments and their agencies; public and private educational schools and institutions; civic groups and clubs; charitable, educational and religious organizations; and other individuals, organizations and entities, in the prevention, control and eradication of the illegal importation, manufacture, distribution, sale, possession, and improper use of drugs and controlled substances.
- C. In furtherance of and supplemental to the foregoing purposes:
 1. To promote, encourage, extend, and supervise law enforcement against all types of criminal activity.
 2. To coordinate and generally direct criminal law enforcement activities.
 3. To work and cooperate with all agencies or persons whose objective it is to combat all types of criminal activity.
 4. To utilize all talent and manpower to combat criminal activity on a cooperative basis.
 5. To assist in the development of effective criminal law enforcement.
 6. To disseminate information to and educate the public in the areas of crime recognition and prevention.

7. To assist in the preservation of justice under the Constitutions of the United States and the State of Missouri through effective criminal law enforcement.

D. To do and perform any and all other things necessary or incidental to any of the foregoing.

ARTICLE II

MEMBERS

SECTION 1. ACTIVE MEMBERS: Task Force Board membership is limited to the Chief Executive Officers, or their designee, of the various law enforcement agencies within Jackson County, Missouri at the State, County, and City level.

SECTION 2. ASSOCIATE MEMBERS: Any person not qualifying as an active member who is supportive of any of the purposes and objectives of the Task Force and qualified by training and experience in law enforcement activity or by professional attainments in police science or administration, who is sponsored by an active member and approved by the Board of Directors.

Associate members shall have all the privileges of membership except that of holding office and voting.

ARTICLE III

BOARD OF DIRECTORS

SECTION 1. BOARD OF DIRECTORS: There shall be a Board of Directors consisting of those persons who, within Jackson County, Missouri, have the power and authority to supervise, control, direct, and manage the property, affairs, and activities of their departments and fall within the definition of Article II, Section 1. No person who is not a Director of the Task Force shall have any voting rights for any purpose whatsoever.

SECTION 2. DUTIES AND RESPONSIBILITIES:

A. The Board of Directors shall be the governing body of the Task Force and shall have authority to take all appropriate measures and to perform all duties required to accomplish the objectives of the

Task Force. The Board of Directors shall establish and promulgate the rules of the Task Force by which its business and affairs shall be conducted and governed in accordance with the provisions of this constitution. Such rules shall be published and distributed to all active members.

- B. The Board of Directors shall elect the following officers; Chair and Vice-Chair. There shall also be a Recording Secretary and Treasurer appointed by the Chair. The Board shall fix the conditions of service, tenure, and compensation.
- C. The Board of Directors shall adopt annual budget for the Task Force and no expenditures shall be made, except in accordance with funds allocated under said budget as originally adopted or amended without prior approval of the Board.
- D. The Board of Directors shall approve such standing committees as it deems necessary to carry out the objectives of the Task Force.

SECTION 3.

MEETINGS: The Board of Directors shall meet every first and third Thursday of each month at such place as designated by the Chair. The October meeting shall constitute the annual meeting and election of officers of the Board will be accomplished at this meeting. Special or periodic meetings may be convened at the time and place as designated by the Chair or upon request of at least five (5) members of the Board of Directors.

SECTION 4.

ACTION WITHOUT MEETING: If a matter shall arise concerning the Task Force and requiring action of the Board of Directors or members of the Task Force and it is impractical to hold a formal meeting, the matter may be submitted to each member of the Board of Directors entitled to vote thereon for his consideration. The Board of Directors may, if the Chair elects, be polled by telephone for a vote in those cases deemed necessary by the Chair.

ARTICLE IV

OFFICERS

SECTION 1.

DESIGNATION OF OFFICERS: The officers of the Task Force shall be a Chair, Vice-Chair, Recording Secretary, and a Treasurer.

SECTION 2.

QUALIFICATIONS: An officer of this Board, at the time of his/her election or appointment, must be an active member of the Task Force in good standing.

SECTION 3.

TERM OF CHAIR: The Chair shall be elected annually at the business session of the annual meeting of the Task Force. The Chair shall serve until the termination of the annual meeting next ensuing after his/her election.

SECTION 4.

TERM OF OTHER OFFICERS: The Vice-Chair shall be elected annually and shall serve for one (1) year or until a successor is elected and installed.

SECTION 5.

SUCCESSOR TO THE CHAIR:

- A. If the office of the Chair is vacated, the Vice-Chair shall become Chair immediately and shall serve for the remainder of the term.
- B. If the office of the Vice-Chair is vacated, the Chair, with the approval of the Board of Directors, shall appoint a Vice-Chair who shall serve the remainder of the term.
- C. Such succession so stated above shall in no way preclude anyone from being eligible for election at a future date.

SECTION 6.

ELECTION: All nominations shall be voted upon by secret written ballot. The candidate receiving a simple majority of votes cast shall be declared elected. In the event no candidate receives a simple majority of votes on the first ballot, a ballot shall be taken between the two candidates receiving the most votes. The candidate receiving a simple majority on that ballot shall be declared elected.

SECTION 7.

THE CHAIR: The Chair shall preside at all meetings of the Task Force and other meetings that may be required. He may appoint such committees as he/she deems necessary to effectively run this Task Force. The Chair of each committee shall be designated by the Chair. Membership of all committees shall also be appointed by the Chair and shall be members of this Task Force in good standing.

SECTION 8.

VICE-CHAIR: It shall be the duty of the Vice-Chair to perform all duties of the Chair during his/her absence and all other duties as assigned by the Chair.

SECTION 9.

RECORDING SECRETARY: The Chair shall appoint the Recording Secretary who shall be subject to the policies, rules, and direction of the Board of Directors and shall perform such duties as may be assigned to him/her by the Chair. The Recording Secretary shall take the minutes of the meeting, maintain the minutes, publish notice of the meetings, and generally keep the records of the Task Force.

SECTION 10.

TREASURER: The Chair shall appoint the Treasurer. The Treasurer shall be responsible for the financial affairs of the Task Force. The Treasurer's duties will include, but are not limited to, the preparation of the annual budget, reconciliation of accounts, facilitation of annual audits, and other budgetary and financial issues.

SECTION 11.

COMPENSATION OF OFFICERS: No officers, with the exception of the Recording Secretary and Treasurer, may receive compensation except for actual expenses incurred in the performance of his/her duties.

ARTICLE V

SPECIAL FUNDS

SECTION 1.

RECEIPT OF FUNDS, ETC.: The Task Force may accept donations upon approval of the Board of Directors, as well as receive and administer gifts of all types of property for charitable, benevolent, health, and educational purposes.

ARTICLE VI

FISCAL YEAR

SECTION 1.

FISCAL YEAR: The fiscal year of the Task Force shall be from January 1 to December 31.

ARTICLE VII

ANNUAL MEETINGS

SECTION 1.

TIME AND PLACE: The annual meeting of the Task Force for the purpose of electing officers shall be held in the month of October at such place as shall be designated by the Chair. Election of officers will be held

at this meeting. All committee chairmen will be at this meeting, provide presentation on the activities and recommendations to the Board.

SECTION 2.

QUORUM: For the purpose of considering and disposing of official matters at the business session of the annual meeting of this Task Force, a quorum shall consist of a simple majority of the members entitled to vote who are present at the business meeting.

SECTION 3.

RULES OF ORDER: In the absence of any provision to the contrary in this constitution and by-laws of the Task Force, all meetings of the Task Force and all meetings of the Board of Directors and all committees shall be governed by the parliamentary rules and usages contained in the current edition of Robert's Rules of Order, Revised.

ARTICLE VIII

APPOINTMENT OF MEMBERS TO THE TASK FORCE

SECTION 1.

A Selection Committee will be established to screen applicants for positions with the Task Force. The Committee will consist of the Officer in Charge of the Task Force, a member of the Task Force of equal or higher rank of the position being filled, and a member of a participating agency.

SECTION 2.

The Committee will meet when a vacancy in the authorized strength of the Task Force exists. The contributing agency will offer candidates for the position. After a competitive process, the best candidate will be identified by the Committee and appointed by the officer's CEO.

ARTICLE IX

RETENTION OF PROPERTY INTEREST

SECTION 1.

PROPERTY: All right, title, and interest both legal and equitable in and to property of this Task Force shall remain in the Task Force. If any such property shall be in the possession or trust of a member, it shall be returned immediately to the Task Force in the event of his/her death, resignation, suspension, or expulsion. Should the Task Force be deactivated, all properties secured through seizure shall revert to ownership of Jackson County, Missouri.

SECTION 2.

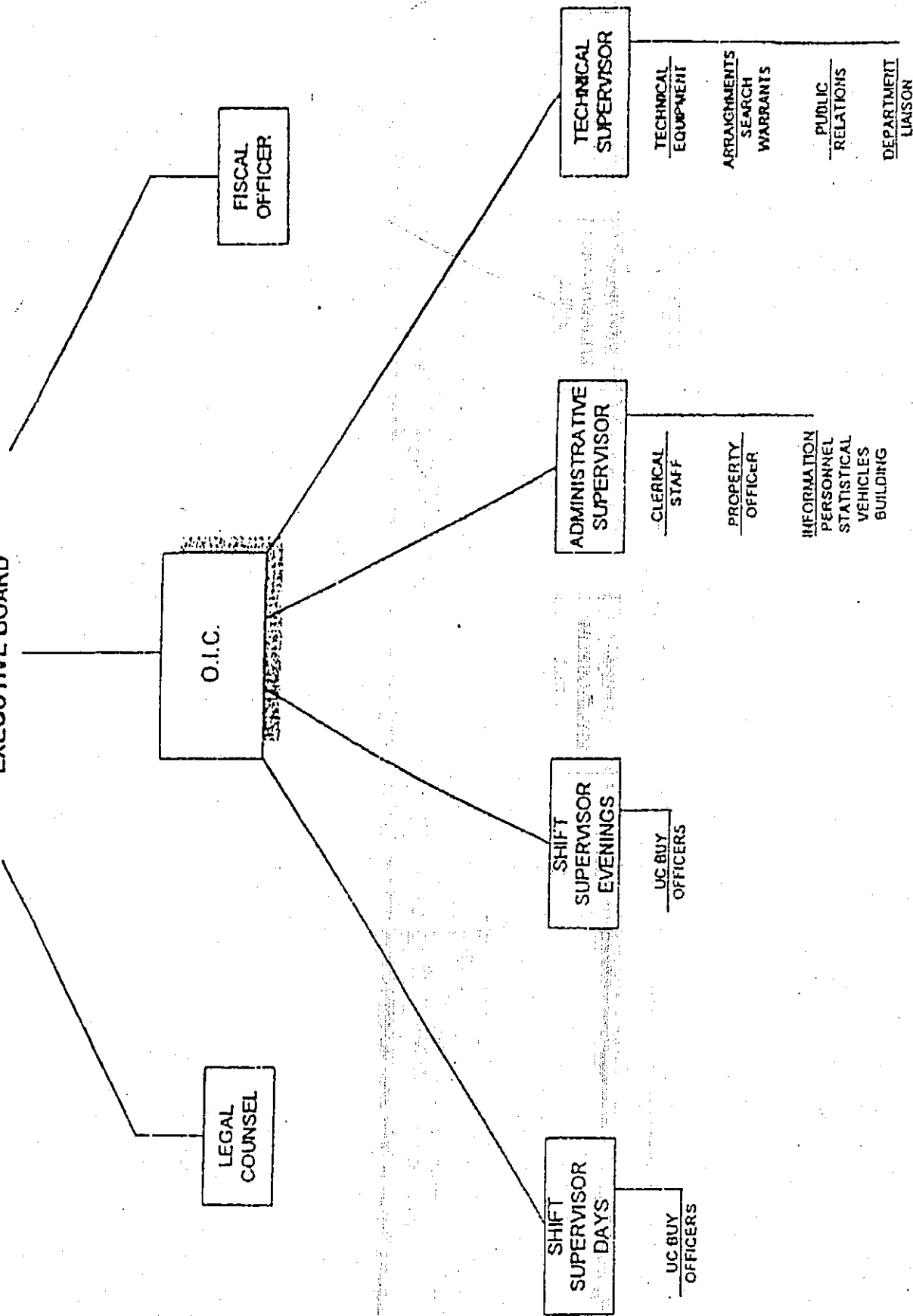
AMENDMENTS: This constitution and by-laws may be amended by the affirmative vote of a simple majority of members present and eligible to vote at the business session of any annual or special meeting of the Task Force provided that the proposed amendment, which may be filed by one or more members of the Task Force with the Chair shall have been submitted in writing at least 60 days before the meeting at which it is to be offered. The Recording Secretary shall reproduce the amendment and notify the membership of the Association thereof by mail at least 30 days before such a meeting. The Board of Directors shall study and consider the proposed amendment and shall vote upon it.

Exhibit C - Organization Chart &
1997 Goals and Objectives

JACKSON CO LOG TASK FORCE

July 30, 1996

EXECUTIVE BOARD



JACKSON COUNTY DRUG TASK FORCE

1997 GOALS AND OBJECTIVES

1. *Establish a public relations officer designed to place the Task Force before the public eye in a positive manner:*

This goal can be achieved by having the Task Force in the public eye by having news clips on television and in the newspapers. The Officer-in-Charge can grant interviews with area television stations and allow them to go along on search warrants and buy busts whenever possible.

2. *Update the Task Force computer system followed by computer training for all personnel:*

The computer system is operational and is currently being updated and customized at this time. When all systems are correct and operational, then the training will be conducted.

3. *Increase the number of prosecuted defendants by 20%:*

Today's cases are solid cases and are not being opened without a close observation by the operative's supervisor. This goal is working in conjunction closely with Goal #7.

4. *Seize more drugs than the amount purchased:*

This goal can be achieved by improving the number and quality of all search warrants, buy busts, knock and talks, interdictions and trash pulls.

5. *Increase the number of search warrants, buy busts, knock and talks, and trash pulls by 25%.*

This goal can be reached in conjunction with Goal #4 by increasing the total number of search warrants, buy busts, knock and talks, and trash pulls. The unit had a total of these combined in 1995 of 150 and has for the first quarter of 1996 a total of 90. That number projected over 12 months would be an increase of over 100% for 1996 totals over 1995 totals. To improve on the 1996 totals is attainable.

6. *Establish better working relationships with other agencies:*

This goal could be achieved by having Task Force officers contact area departments at shift meetings, staff meetings, or whenever an area department needs to talk with someone from the Task Force. Also, quarterly meetings with outside agencies such as DEA, KCPD and MSHP and other departments could be beneficial.

Packet Information

File #: TMP-0714, **Version:** 1

AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY

Issue/Request:

AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY

Key Issues:

Velocity Lee's Summit, formerly known as the Market Center of Ideas, is a 501c3 organization whose mission is to empower local entrepreneurs and rapidly growing small business owners through providing relevant events and impactful networking opportunities as well as leadership services and administrative support, and through connecting community stakeholders intentionally and collaboratively by helping to identify entrepreneurial needs and matching resources to assist with those needs.

Velocity's work enhances economic development efforts by serving entrepreneurs and small early stage businesses. According to the Kauffman Foundation, approximately 20% of all new jobs created come from entrepreneurs or early stage businesses. Companies less than one year old have created an average of 1.5 million jobs over the past three decades. During the recent recession, these companies added or created jobs while older larger firms eliminated jobs. Without Velocity, this population would be underserved which could create the possibility for growth oriented businesses to locate outside the City of Lee's Summit.

To continue the work started in 2014-2015, Velocity seeks to enter into a Public Service Agreement (PSA) with the City to continue their programs and services. The proposed PSA would cover a three year period from 2017 to 2020. Velocity seeks a three year investment totaling \$225,000. As part of this request, Velocity will continue the work to develop an entrepreneurial ecosystem which would entail the delivery of grants to Lee's Summit entrepreneurs, education, mentorship, and development through strategic partnerships with the University of Central Missouri, the Missouri Innovation Campus, the Lee's Summit Chamber of Commerce, the Lee's Summit Economic Development Council, the R-7 school district, and many other stakeholders.

Currently, the Business and Industry Fund has an approximate balance of \$338k, or 84.7%, of total annual expenses. This fund shows a positive trend of revenue growth which is supported by the development of additional hotels and growth in tourism. Velocity's request of \$225k would leave a fund balance of approximately \$110,000 or 28%.

Proposed City Council Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY

Background:

A Market Center of Ideas task force was formed in September 2014, comprised of seasoned community business leaders to identify various models of spaces for entrepreneurship in Lee's Summit, to create business and governance plans and to create a culture of entrepreneurship and business development identifying Lee's Summit as a Startup Community.

On April 2, 2015, the Mayor-appointed Market Center of Ideas Task Force made a presentation to the City Council in support of the establishment of an entity and location with the intention of attracting and fostering medium to high growth entrepreneur-led companies to the City. The City Council responded to the presentation by creating the Market Center of Ideas Ad Hoc Council Committee with the assignment of working with the Market Center of Ideas Task Force to develop a proposal for the establishment of an entrepreneurial resource center for review and consideration by the full City Council.

The Market Center of Ideas Task Force and the Market Center of Ideas Ad Hoc Council Committee met on Wednesday May 27, 2015. At that meeting, it was determined that the most effective course of action to promote the endeavor moving forward included the formal creation of a separate legal entity to take charge of the project and the infusion of capital to support beginning processes, including raising capital from investors, planning programs and initiatives, and ultimately identifying a location for the center.

The Market Center of Ideas Board of Directors met to begin planning. At the first meeting the Board of Directors identified a need for funding to pay for essential services that would allow the Board to continue its work. In 2015, the City Council approved a PSA, in the amount of \$30,000, for startup expenses and services provided by the Market Center of Ideas. Currently, Velocity holds approximately \$20,000 of funding from the initial PSA.

Presenter: Chuck Cooper | Velocity President

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY

Committee Recommendation: N/A

AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY.

WHEREAS, Velocity Lee's Summit, Inc. (hereinafter "Velocity") is a nonprofit corporation which has demonstrated evidence of its services to entrepreneurs and business development abilities and has provided economic development services to the City of Lee's Summit, Missouri (the "City") in the past; and

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

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to Velocity as compensation for the performance of certain services to be provided to City; and,

WHEREAS City and Velocity have negotiated terms and conditions associated with the provision of said compensation and services, which have been formally outlined in the Public Service Agreement by and between Velocity Lee's Summit, Inc. and the City of Lee's Summit attached hereto as "Exhibit A."

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

SECTION 1. That the Public Service Agreement by and between Velocity Lee's Summit, Inc. and the City of Lee's Summit, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference be and is hereby approved, and the City Manager is hereby authorized and directed to execute the same by and on behalf of the City.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

PUBLIC SERVICE AGREEMENT BY AND BETWEEN
VELOCITY, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI

This Agreement, made and entered into this ____ day of November, 2017, is by and between the Velocity Lee's Summit, Inc., a Missouri not for profit corporation (hereinafter "Velocity,") and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (hereinafter "City.")

WITNESSETH:

WHEREAS, Velocity is a nonprofit corporation which was organized to provide high quality mentoring and leadership services, administrative support, and low cost facilities to growth oriented companies that will result in positive business activity and job creation in Lee's Summit, Missouri; and,

WHEREAS, Velocity seeks to empower local entrepreneurs and rapidly growing small business owner through providing relevant events and impactful networking opportunities as well as leadership services and administrative support, and through connecting community stakeholders intentionally and collaboratively by helping to identify entrepreneurial needs and matching resources to assist with those needs; and

WHEREAS, Velocity, in partnership with the City of Lee's Summit, envisions our community becoming regionally known as an innovation minded collective requiring the collaborative efforts of a variety of interconnected stakeholders, and expects that in order to achieve this, it is necessary to enable a fertile environment for the entrepreneur to flourish, which will ultimately attract more jobs to Lee's Summit and will foster a culture of retention of homegrown talent long term; and

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

WHEREAS, City has determined that Velocity's purpose is in direct furtherance of the City's Economic Development Vision Statement regarding entrepreneurs and growth in business and industry and provides a service to City; and,

WHEREAS, as a new, not for profit entity, Velocity is in need of funds for administrative and programming expenses, including insurance, business development and communications, website support and oversight, events, and other miscellaneous general operating expenses, in order to begin achieving its objectives; and,

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

WHEREAS, the Business and Industry Fund was established for the deposit of said hotel and motel tax revenue to be spent as the City Council deems it best expended to fulfill the purposes as recited herein; and,

WHEREAS, City has determined that it is in the best interest of the City, and important to the promotion of the attraction and retention of entrepreneurs and the new and growing businesses and industries of Lee's Summit, Missouri to allocate funds to Velocity as compensation for the performance of Services pursuant to this Agreement.

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

I. SCOPE OF SERVICES

Velocity will organize its efforts and work to fulfill its purpose of providing high quality mentoring and leadership services, administrative support, and low cost facilities to growth oriented companies that will result in positive business activity and job creation in Lee's Summit, Missouri through various events, meetings, and other initiatives to be determined by the Board of Directors.

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

- A. Velocity will proactively promote the City of Lee's Summit as a destination for entrepreneurs.
- B. Velocity will facilitate partnership opportunities with community stakeholders and organizations.
- C. Velocity will organize a series of events designed to further connect and educate entrepreneurs.
- D. Velocity will coordinate grant opportunities through a partnership with Digital Sandbox to benefit potential high growth Lee's Summit entrepreneurs.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from the date of execution of the Agreement to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, with the final expiration to occur on June 30, 2020, unless notification of intent not to renew by either party is given, in writing, no less than thirty (30) days prior to the date of automatic renewal and subject to appropriation by the City Council as contemplated herein.

Within forty-five (45) days prior to the end of each term, Velocity shall provide the City Manager with a copy of the then current fiscal year budget and projected budget for its next fiscal year.

III. COMPENSATION AND METHOD OF PAYMENT

City hereby agrees to compensate Velocity for the services as outlined in Section I, above, in annual lump sum payments as follows: 1) Fiscal Year 2018 in the total sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00), payable upon execution of this Agreement; 2) Fiscal Year 2019 in the total sum of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00), payable upon the adoption and effective date of the City's Fiscal Year 2019 budget; and 3) Fiscal Year 2020 in the total sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), payable upon the adoption and effective date of the City's Fiscal Year 2020 budget. Said amount includes reimbursement for all expenses incurred by Velocity in providing the Services outlined herein. All compensation for Services is subject to annual appropriation by City with payment to be issued from the City's Business and Industry Fund (Fund 220).

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

Velocity shall permit an authorized representative of the City to inspect and audit all data and records of Velocity related to its performance under this Agreement upon request by City.

Velocity shall submit an accounting of all funds spent by Velocity for each fiscal year contemplated in this agreement on or before September 30 annually.

V. SUBCONTRACTS

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

VI. NON-DISCRIMINATION PROVISIONS

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

VII. COMPLIANCE WITH THE LAW

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

VIII. CONFLICT OF INTEREST/POLITICAL ACTIVITY

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

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

IX. INDEPENDENT CONTRACTOR

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

X. INDEMNIFICATION

Velocity shall indemnify, release, defend, become responsible for and forever hold harmless City, its officers, agents, employees, elected officials, and attorneys, each in their individual and official capacities, from and against any and all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Velocity or its agents, employees, or subcontractors, arising out of or in any way connected with the subject matter of this Agreement and the work and operations expressly authorized herein; provided, however, that Velocity need not save harmless City from claims, demands, losses, and expenses arising out of the sole negligence of the City, its employees, or its agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Velocity has contracted for additional services under the terms of this Agreement.

XI. CANCELLATION, TERMINATION, OR SUSPENSION

- A. This Agreement may be terminated at any time by the written, mutual agreement of the parties. City may terminate this Agreement immediately if funds are not appropriated for the Services described herein. City shall have the right to terminate this Agreement in the event that Velocity is in default or violation of the terms or provisions of this Agreement and fails to cure each default or violation in the manner specified in subsection "B" below.
- B. In the event of such default or violation by Velocity, City shall send to Velocity by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. Velocity shall cure or remedy the violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed to by both parties in writing. In the event that the violation or default is not cured or remedied within twenty (20) working days or the agreed upon longer time, City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve Velocity of any liability to City for damages sustained by City by virtue of any breach of this Agreement.

XII. NOTICE

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

Notice to City shall be addressed to:

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

Notice to Velocity shall be addressed to:

President
Velocity Lee's Summit, Inc.

XIII. AMENDMENTS

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

XIV. SEVERABILITY

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

XV. ENTIRE AGREEMENT

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LEE'S SUMMIT, MISSOURI
Missouri Constitutional Charter City

VELOCITY, INC.
Missouri Not for Profit Corporation

Stephen A. Arbo, City Manager

Chuck Cooper, President

ATTEST:

ATTEST:

Denise R. Chisum, City Clerk

Jon Cundiff, Secretary

APPROVED AS TO FORM:

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



3 Year Business Plan

	Year 1	Year 2	Year 3
PSA w/ City of Lee's Summit Contribution:	\$100,000	\$75,000	\$50,000
Grants: MOBEC, Kauffman, etc.	\$50,000	\$50,000	\$50,000
Other: Fundraising, Memberships, etc.			\$25,000
Event Sponsorships:		\$ 2,000.00	\$ 2,000.00
Total Income:	\$150,000	\$127,000	\$127,000
Board Insurance - Directors & Officers Liability	\$4,500	\$4,500	\$4,500
Audit, Accounting, Financial Services	\$3,500	\$3,500	\$3,500
Website Hosting Services	\$500	\$250	\$250
Marketing, Communications, Business Development	\$6,000	\$12,000	\$12,000
Meeting	\$250	\$250	\$250
*Staff	\$25,000	\$40,000	\$40,000
Rent	\$3,000	\$6,000	\$6,000
Digital Sandbox Grant Program	\$100,000	\$0	\$100,000
Sponsor for Entrepreneurial Events / GEW	\$2,000	\$3,000	\$4,000
Total Operating Expense:	\$142,750	\$66,500	\$166,500
Total	\$7,250	\$60,500	\$-39,500

**Note: Adding staff would be contingent upon receiving grant funds*



LEE'S SUMMIT

V E L O C I T Y

Finance & Budget Committee
meeting, November 6, 2017

Why is it important...

- **Attract, Retain,.....Grow!**
 - *Startups and Early Stage businesses account for 70% of all job growth (CBPP). Velocity Lee's Summit is a "talent scout"*
- **The LS job market is and will be changing**
 - *Decoupling from traditional brick & mortar strategy*
 - *Developing paradigm shift to co-working facilities*
 - *Workforce development needs are fluid*
- **The LS Entrepreneur is underserved**
 - *Regional resources threaten to lure away our best and brightest start-up companies*



What we need...

- **Access to capital and foreseeable funding**
- **Additional marketing and communication investment to build our network of Lee's Summit start-ups and rapidly growing businesses that we may serve**
- **Support and funding to partner with Digital Sandbox, the local standard in providing proof-of-concept resources to support early stage businesses**
- **Administrative capacity (Executive Director)**
 - **A place with a face and a phone that will be answered**
 - **Grant request writing skills**
 - **Fundraising role**

Goals upon funding...

- 1: Incentivize entrepreneurial growth through grants and partnership with Digital Sandbox for a 2018 program**
- 2: Mid 2018, hire an Executive Director to begin alignment of community resources to start-up needs, while facilitating connections to educational institutions in search of practical real world curriculum applications for their students**
- 3: Use funded capacity to increase scale of events, marketing of Velocity Lee's Summit resources, sponsorships to relevant and complementary events/programs**

Goals without funding...

- 1: Continue to seek grant funding through MTC/MOBEC, Kauffman Foundation, and other entities in support of entrepreneurship and start-up business**
- 2: Continue to recruit and rely upon passionate community volunteers to support our mission**
- 3: Continue to serve as a collaborative community connector by aligning resources and interests between stakeholders, including City, educational institutions, start-up companies, entrepreneurs, co-working spaces, and mentors**
- 4: Upon depletion of current reserves incurred through upcoming series of events and sponsorships, consider viability status**



3 Year Business Plan

	Year 1	Year 2	Year 3
PSA w/ City of Lee's Summit Contribution:	\$100,000	\$75,000	\$50,000
Grants: MOBEC, Kauffman, etc.	\$50,000	\$50,000	\$50,000
Other: Fundraising, Membership, etc.			\$25,000
Sponsorships: Event and Corporate	\$6,000	\$9,000	\$12,000
Total Income:	\$156,000	\$134,000	\$137,000
Board Insurance - Directors & Officers Liability	\$4,500	\$4,500	\$4,500
Audit, Accounting, Financial Services	\$3,500	\$3,500	\$3,500
Website Hosting Services	\$500	\$250	\$250
Marketing, Communications, Business Development	\$6,000	\$12,000	\$12,000
Meeting	\$250	\$250	\$250
*Staff	\$20,000	\$40,000	\$40,000
Rent	\$3,000	\$6,000	\$6,000
Digital Sandbox Grant Program	\$100,000	\$0	\$100,000
Sponsor for Entrepreneurial Events / GEW	\$2,000	\$3,000	\$4,000
Total Operating Expense:	\$137,750	\$66,500	\$166,500
Total	\$18,250	\$67,500	\$-29,500

**Note: Adding staff would be contingent upon receiving grant funds*

DIGITAL SANDBOX | KC



Where innovators come to play

<http://bit.ly/DSBvideo>

Using a Proven Program to Lee's Summit Companies and Jobs

- Grow the high tech startup environment across the region
 - ✓ *Have seen over 500 early-stage company presentations*
 - ✓ *Digital, Energy, HealthCareIT, Education, AgTech...scalable business concepts*
 - ✓ *Olathe, Independence, St. Joe versions of sandbox*
- Provide project funding for concept development
 - ✓ *Funded over \$1.8M in early-stage projects across 90 companies*
 - ✓ *51% of all <\$100K grant/equity 2013-16 from Digital Sandbox*
- Connect early-stage entrepreneurs to large corporation resources
 - ✓ *Sprint, Hallmark, VML, Great Plains Energy, Cerner, Garmin, Black & Veatch & others*
- Provide a network to connect early-stage with successful local entrepreneurs
 - ✓ *Summer in the Sand, Innovation Showcases, Technology Showcases*
- Position early-stage entrepreneurs to successfully attract add-on capital investment
 - ✓ *65% of companies with project funding secured add-on investment of \$38M*
 - ✓ *5 of 10 LaunchKC \$50K grant recipients were sandbox companies*
- Create sustainable job growth for metro area
 - ✓ *34 new companies formed*
 - ✓ *To date over 480 organically grown jobs in metro area*

Feb 2017 Impact Study Results

Program Highlights

Total Applicant Volume	Projects Funded	Project Funding Provided
504+	90	\$1.8M
New Companies Created	New Area Jobs Created	Total Add-on \$\$ Raised
34	480+	\$38.3M
Products Launched	New Payroll \$\$	Co Sales since inception
130	\$12M+	\$22M

How do we launch Lee's Summit Sandbox?

- Commit project funding of at least \$100,000
- Secure co-working space for companies receiving Lee's Summit Sandbox project grants
- Public announcement and launch event inviting early-stage Lee's Summit entrepreneurs to apply
- Lee's Summit splash page that directs applicants to Digital Sandbox application process
- Lee's Summit applicants are scheduled to "pitch to sandbox" and evaluated by existing sandbox team
- If selected for project funding, startup receives grant and works out of Lee's Summit co-working space
- All existing sandbox resources are used to help Lee's Summit startup secure add-on investment and create new Lee's Summit jobs

BUSINESS AND INDUSTRY FUND

YEAR BEGINNING JULY 1, 2018

	FY 2012 ACTUAL	FY 2013 ACTUAL	FY 2014 ACTUAL	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 BUDGET	FY 2017 ACTUAL	FY 2018 BUDGET
REVENUES:								
Business & Industry Tax (Hotel)	\$ 297,045	\$ 310,884	\$ 342,603	\$ 401,460	\$ 440,886	\$ 376,473	\$ 443,399	\$ 394,372
Penalty/Interest	91	0	60	6,545	2,255	0	(16)	1,000
Transfers	62,220	62,220	62,200	14,200	14,200	0	0	0
Contributions								
Interest	273	246	66	62	1,621	1,000	900	(39)
Total Revenues	\$ 359,629	\$ 373,350	\$ 404,929	\$ 422,267	\$ 458,962	\$ 377,473	\$ 444,283	\$ 395,333
EXPENDITURES:								
Administrative Fees	\$ 6,293	\$ 6,267	\$ 6,297	\$ 6,297	\$ 8,818	\$ 6,297	\$ 6,297	\$ 6,297
Payment Discount	6,221	6,194	6,792	7,450	8,370	6,204	6,204	6,204
Interest Expense	0	0	0	391	0	0	0	0
Transfer								
Contributions								
Downtown Mainstreet Inc (DLSMS)	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Downtown Mainstreet Inc: Downtown Masterplan	0	0	0	0	0	0	0	0
LS Economic Development Council	250,911	250,911	250,911	217,968	217,968	250,911	250,911	275,500
LS Chamber of Commerce	50,700	50,700	50,700	51,043	51,043	51,043	51,043	51,043
Arts Commission								
Historic Preservation Grant								
Community Branding								
Total Expenditures	\$ 374,125	\$ 374,072	\$ 374,700	\$ 343,149	\$ 346,199	\$ 374,455	\$ 374,455	\$ 399,044
Excess of Revenues Over (Under) Expenditures	(14,496)	(722)	30,229	79,118	112,763	3,018	69,828	(3,711)
Fund Balance, Beginning of Year	\$ 61,893	\$ 47,397	\$ 46,675	\$ 76,904	\$ 156,022	\$ 268,785	\$ 271,803	\$ 341,631
Fund Balance	\$ 47,397	\$ 46,675	\$ 76,904	\$ 156,022	\$ 268,785	\$ 271,803	\$ 341,631	\$ 337,920

% of Total Expenditures to Ending Fund Balance	12.7%	12.5%	20.5%	45.5%	77.6%	72.6%	91.2%	84.7%
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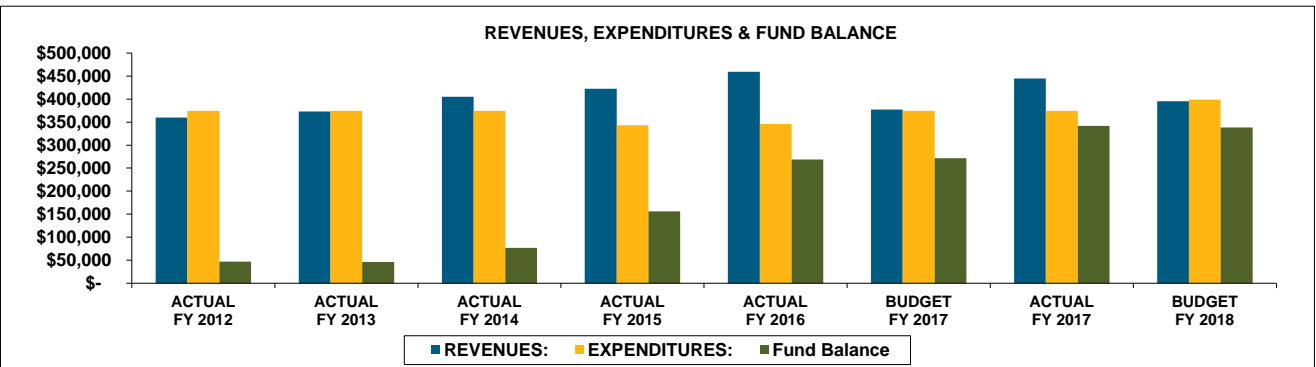
The Business and Industry Tax fund was created to account for the license tax on certain gross receipts of hotels, motels and similar places of business, in an amount equal to 5% of gross daily rental receipts derived from transient guests for sleeping accommodations. The proceeds are used to promote the general economic welfare of the City including attraction and retention of business and industry to the community and the promotion and provision of facilities for tourism, conventions, and visitors. Businesses are allowed to deduct 2% processing fee if their tax is remitted before the 20th of the month. The 5 hotel/motels in the City have a total of 352 rooms with an average occupancy rate of 65.5% for fiscal years 2015, 2016, and 2017YTD.

Average Occupancy Rate:

- FY13 - 54.7%
- FY14 - 57.8%
- FY15 - 61.5%
- FY16 - 68.3%
- FY17 - 66.5% (YTD)

Revenues: FY18 hotel/motel tax estimate is a 3-year average of FY2014-2016. Revenue projections are based on the fundamentals of fund sources as seasonality and large one-time payments can inject unpredictability into the revenues. Since FY11, the City's General Fund transferred funds to the Business and Industry Fund to prevent a negative fund balance. That transfer was discontinued in FY17.

Expenditures: FY18 assumes the Business & Industry tax will fully support the expenditures and administration of the fund. The expenditures include the full contribution to Downtown Mainstreet Inc. and Lee's Summit Chamber of Commerce. The FY18 Request includes funding for additional services to be provided by the LS Economic Development Council in an effort to enhance economic development opportunities. The fund balance at year end is projected to be 67.2% of total expenditures.



Summary of Projected Economic Impact

	New Research And Capital Investment Funding	Number of Investment-Grade Start-ups to be Launched	Number of Net New Jobs	Average Wage of New Jobs
Year 1	\$80,000	4	1	\$40,000
Year 2			2	\$50,000
Year 3	\$80,000	4	1	\$60,000
Year 4			2	\$50,000
Year 5	\$80,000	4	1	\$60,000
Total	\$240,000	12	7	\$360,000

Describe the assumptions and methodology used to project the economic impact above:

The methodology used to project economic impact is not backed by empirical data and easily forecastable with a high degree of accuracy, but rather extrapolates from a proven model based upon grant programs and the paradigm shift in workforce development toward co-working. In year 1, MOBEC grant funds would partially be deployed by hiring an Executive Director for Market Center of Ideas (aka Velocity Lee's Summit). Volunteer efforts to grow Velocity Lee's Summit have been and are expected to remain at the heart of the mission to retain, attract and grow jobs in Lee's Summit. However, the group needs administrative capacity now. Through a mutual understanding with Bridge Space, a co-working space in Lee's Summit, Velocity expects to hire an administrative director and split compensation responsibilities with Bridge Space. Also in year 1, Velocity would deploy a portion of MOBEC grant funds to partner with Digital Sandbox in Lee's Summit dedicated grants program. Digital Sandbox has proven multiple times, through its repeatable business model and having similarly partnered with other Kansas City metropolitan cities, that it can efficiently provide proof-of-concept resources to entrepreneurs and rapidly growing businesses in need of funding. Designed to assist Lee's Summit entrepreneurs in scaling their businesses for growth, a long-term Velocity Lee's Summit and Digital Sandbox program partnership is expected to develop. Through bi-annual programs designed to provide early-stage Lee's Summit entrepreneurs with co-working space and financial resources for concept development, we expect a number of net new jobs to be created. Specifically in years 2 and 4 and as latent consequence of years 1 and 3 Velocity and Digital Sandbox programs, we expect at least two full-time jobs to be spawn from what will be four \$20,000 program grant recipients. Estimated wage of new jobs is \$50,000, exclusive of and beyond the actual entrepreneurs themselves choosing to retain their businesses in Lee's Summit. Years 3 and 5 would be our second and third Digital Sandbox partnership program years. In each instance, we indicate four investment grade start-ups to be launched, similar to year 1. All start-ups would office and remain in Lee's Summit co-working facilities such as Bridge Space, but also in potential partnership with our educational institutions like Missouri Innovation Campus and MCC-Longview. In addition to the aforementioned, through Velocity's relevant entrepreneurial content themed events, programming, mentoring, sponsorships, and cross pollenating to collaborate with our educational institutions, we provide regular forum for community stakeholders to collaborate. In and of itself, that fosters momentum and serves as catalyst to advance job development and retention in Lee's Summit.

Packet Information

File #: TMP-0679, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO. 12 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. 12 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:

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 require a budget amendment for additional spending authorization.

Proposed Committee Motion:

I move to recommend for approval to City Council AN ORDINANCE APPROVING AMENDMENT NO. 12 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:

F100 General Fund

The General Fund ended FY17 with expenditures \$1,020,627 under budget. However, three General Fund departments exceeded their annual budgets. To offset these expenses, savings from other departments will be used, eliminating the need to utilize the reserve balance. Public Works Engineering ended the fiscal year \$103,936 (1.94%) over budget. This is primarily attributed to an unbudgeted payment to LAGERS for certain temporary employees. Law Enforcement was \$197,302 (1.0%) over budget. This is as a result of overtime expended to investigate serious crimes as well as an adjustment to Special Detail fees, which created higher demand. Finance ended the year \$178,430 (2.16%) over budget. This is primarily attributed to the EMS Billing Program, which expenses bad debt and insurance adjustments relating to EMS Charges for Service. The balance of the budget overage is related to increased professional fees for audits.

F200 Parks and Recreation

Total expenditures for the Parks and Recreation Fund are \$15,912 over budget due to expenditures related to the 4th to 5th street sidewalk connector project. Although not anticipated in the original FY17 budget, the Park Board approved funding of the project at the October 2016 and February 2017 Park Board meetings.

F201 Gamber Center

Total expenditures for the Gamber Center Fund are \$13,711 over budget due to the construction of Bocce Ball courts in the courtyard area. Although not anticipated in the original FY17 budget, the Park Board approved funding of the

project at the October 2016 Park Board meeting.

F203 Summit Waves

Total expenditures for the Summit Waves Fund are \$192,774 over budget due to various repairs made to the facility including the replacement of a shade structure, media blasting, waterfall repairs and painting. A majority of the expenditures were covered by a transfer of approximately \$129,000 from the construction settlement funds held in an account on the balance sheet. The Park Board approved funding of the various projects at the December 2016, January 2017 and February 2017 meetings.

F220 Business & Industry Fund

The Business & Industry Fund captures the Hotel/motel bed tax and utilizes funds for economic development purposes and related public service agreements. The Fund was \$6,150 (1.64%) over budget as a result of discounts expensed for timely tax remittances.

F230 Road & Bridge Escrow

This fund had a \$1,123 interest expense that was unbudgeted.

F240 Entitlement Fund

The Entitlement Fund administers the funds received through the Community Development Block Grant program. Budgeted revenues were higher than anticipated, which increased the funds available for expenditure.

F303 I-470 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 fund expended \$907,352 for reimbursable expenses as defined in the TIF agreement.

F304 SummitWoods TDD

The SummitWoods TDD is a special revenue fund where the annual budget is created by anticipating revenues that are to be passed through for specified costs. A budget was not established for this fund, but \$21,661 was passed through for authorized costs.

F305 Summit Woods TIF

The \$1,732 expenditure in this fund is to close the fund.

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. Funds in the amount of \$2,157,664 were spent to repay the 2007 Strother TDD Bonds.

F313 Water District No. 14

The \$77 expensed to this account was done in error and will be corrected in the current fiscal year.

F341 Infrastructure Improv. 2010

This fund is for construction projects relating to road improvements as a result of the 2010 GO Bond Issue. A budget was not established for this fund in the FY17 budget process, and needs to be amended to \$12,936 to reflect activity within the fund.

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 high levels of economic development activity in FY2017, in turn causing a high level of expenditure.

F347 Road Improvements 2013

This fund is for construction projects relating to road improvements as a result of the 2013 GO Bond Issue. A budget was not established for this fund in the FY17 budget process, and needs to be amended to \$430,038 to reflect activity within the fund.

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 costs.

F351 Longview Farm 2016 TIF

This fund was established after the budget making process for FY17 after the approval of the New Longview TIF. The \$300,000 expenditure in the fund is the first payment of the inter-fund loan.

F352 Public Safety Bonds 2016

This fund was established after the budget making process for FY17 as a result of the November 2016 election for public safety capital expenditures. This budget amendment authorizes expenditure in the amount of \$828,579.

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 were \$275,614 over budget 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 claims during the fiscal year. This fund was \$13,649 over budget.

Presenter: Jack Feldman, Management Analyst

Recommendation: Staff recommends approval

File #: TMP-0679, **Version:** 1

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 12 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED 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 of the City of Lee's Summit wishes to authorize an amendment to the budget by re-appropriating expenditures for the 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, and as previously amended as described herein, is hereby amended in the manner shown in Exhibit A.

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); Amendment No. 6 (Ordinance No: 8044); Amendment No. 7 (Ordinance No: 8077); Amendment No. 8 (Ordinance No: 8097); Amendment No. 9 (Ordinance No: 8098); Amendment No. 10 (Ordinance No: 8148); and Amendment No. 11 (Ordinance No. 8153).

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

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO.

ORDINANCE NO.

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

EXHIBIT A

Amended Fund	Amended Department	Added/(Reduced)	New Amended Budget
F100 General Fund	PW Engineering	\$103,936	\$5,453,639
F100 General Fund	Law Enforcement	\$197,302	\$19,935,776
F100 General Fund	Finance	\$178,430	\$8,436,273
F200 Parks and Recreation		\$185,330	\$3,457,500
F201 Gamber Center		\$26,004	\$500,126
F203 Summit Waves		\$195,769	\$837,454
F220 Business & Industry Fund		\$66,782	\$380,605
F230 Road & Bridge Escrow		\$1,123	\$1,123
F240 Entitlement Fund		\$22,231	\$391,460
F303 I-470 Business Center TIF		\$133,568	\$907,352
F304 SummitWoods TDD		\$21,661	\$21,661
F305 Summit Woods TIF		\$1,732	\$1,732
F306 Chapel Ridge TIF		\$632,144	\$2,157,664
F313 Water District No. 14		\$77	\$77

F341 Infrastructure Improv. 2010	\$12,936	\$12,936
F345 TIF Application Fund	\$285,141	\$335,141
F347 Road Improvements 2013	\$430,048	\$430,048
F348 Blue Pkwy & Colbern Rd CID Fund	\$6,904	\$15,904
F351 Longview Farm 2016 TIF	\$300,000	\$300,000
F352 Public Safety Bonds 2016	\$828,579	\$828,579
F650 Claims & Damages Reserve Fund	\$275,614	\$1,150,614
F670 Health Insurance Reserve Fund	\$13,649	\$13,649

Packet Information

File #: TMP-0692, **Version:** 2

AN ORDINANCE APPROVING AMENDMENT NO. 6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE PAY AND CLASSIFICATION PLAN, AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE ADMINISTRATION AND HUMAN RESOURCES DEPARTMENT FOR THE PURPOSE OF REORGANIZATION.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO. 6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE PAY AND CLASSIFICATION PLAN, AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE ADMINISTRATION AND HUMAN RESOURCES DEPARTMENT FOR THE PURPOSE OF REORGANIZATION.

Key Issues:

On October 19, 2017, the City Council received a final report from Novak Consulting Group regarding the Human Resources Department Assessment. The report outlined recommendations to improve services and functions provided by the HR department.

The recommendations included:

- Revise the reporting / supervisory structure so that the Director of Human Resources reports directly to the City Manager
- Reclassify the Human Resources Generalist as a Recruitment Specialist
- Create a Classification and Compensation Specialist position (Grade 13)
- Create a Workforce Development Specialist position (Grade 13)
- Reclassify the Risk Management Officer as a Safety and Wellness Specialist

To balance the change in reporting / supervisory structure, the amendment also includes a reclassification of the Director of Administration as an Assistant City Manager - Administrative Services. This would result in the City Manager assuming the supervisor role for the Director of Human Resources and the Assistant City Manager - Administrative Services assuming the supervisor role for the Finance Director.

Additionally, the Director of Human Resources position is proposed to change pay grades from grade 19 to grade 21 to allow for a more market competitive salary range which will assist in the recruitment and selection of a new HR Director.

This proposed amendment will create the new positions and reclassify existing positions. Funding for the new positions will be considered as part of the FY19 budget process. Future implementation of the recommendations made in the HR Assessment will begin after the selection of a new Director of Human Resources.

No pay changes will be made for the reclassified positions currently held by existing staff.

Proposed City Council Motion:

First motion: I move to recommend to City Council second reading of AN ORDINANCE APPROVING AMENDMENT NO. 6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE PAY AND CLASSIFICATION PLAN, AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE ADMINISTRATION AND HUMAN RESOURCES DEPARTMENT FOR THE PURPOSE OF REORGANIZATION.

Background:

The HR Assessment report has been included in this packet for additional background information.

Presenter: Nick Edwards, Director of Administration

Recommendation: Staff recommends approval.

Committee Recommendation: N/A

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING AMENDMENT NO. 6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE ADMINISTRATION AND HUMAN RESOURCES DEPARTMENT FOR THE PURPOSE OF REORGANIZATION.

WHEREAS, Ordinance No. 8162, passed by the City Council on June 1, 2017, adopted the City's Budget for the Fiscal Year ending June 30, 2018; and,

WHEREAS, Exhibit A to Ordinance No. 8162 established the pay and classification plan that contains the authorized list of positions, which was amended previously by the adoption of Ordinance No. ; and,

WHEREAS, on October 19, 2017, the Mayor and City Council was presented the HR Assessment study conducted by the Novak Group Inc.; and,

WHEREAS, the HR Assessment included recommendations to reclassify certain existing positions and to create new positions within the Human Resources Department; and,

WHEREAS, the HR Assessment further recommended reorganizing the reporting structure of the organization to assign the reporting responsibility of the Director of Human Resources from the Director of Administration to the City Manager; and,

WHEREAS, the City Manager is recommending to the City Council that the recommendations for reclassification and creation of new positions and reporting structure modifications be initiated in order to begin the process of implementing the recommendations contained in the HR Assessment presented by the Novak Group, Inc.; and,

WHEREAS, the City Council of the City of Lee's Summit desires and intends to implement the changes described to the pay and classification plan and authorized allocation of full time equivalents for certain positions within the Administration and Human Resources Departments in order to allow for the efficient implementation of the recommendations presented by the Novak Group, Inc.

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

SECTION 1. That the FY18 Pay and Classification Plan, as adopted by Ordinance No. 8162 and amended by Ordinance No. 8254 is hereby amended to authorize the reclassification and/or inclusion of the following positions:

<u>Department</u>	<u>Job Title</u>	<u>Grade</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Administration	Human Resources Generalist	13	39,339.27	51,750.82	64,162.36
Administration	Recruitment Specialist	13	39,339.27	51,750.82	64,162.36
Administration	Classification & Compensation Specialist	13	39,339.27	51,750.82	64,162.36
Administration	Workforce Development Specialist	13	39,339.27	51,750.82	64,162.36
Administration	Risk Management Officer	15	47,476.00	61,781.62	76,794.41

BILL NO.**ORDINANCE NO.**

Administration	Safety and Wellness Specialist	15	47,476.00	61,781.62	76,794.41
Administration	Director of Human Resources	19	70,545.93	93,649.72	116,753.51
Administration	Director of Administration	20	74,711.04	99,216.27	123,721.49
Administration	Asst. City Mgr., Administrative Services	20	74,711.04	99,216.27	123,721.49
Administration	Director of Human Resources	21	80,141.96	106,428.52	132,715.08

A true and accurate copy of the FY18 Pay and Classification Plan, as amended by Ordinance No. 8254 and further amended herein, being attached hereto as Exhibit A and incorporated herein by reference be and is hereby approved and adopted.

SECTION 2. All other provisions of Ordinance No. 8162 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. 8203), Amendment No. 2 (Ordinance No. 8240), and Amendment No. 3 (Ordinance No. 8244), Amendment No. 4 (Ordinance No. 8254), Amendment No. 5 (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 _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

Deputy City Clerk *Trisha Fowler Arcuri*

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

Mayor *Randall L. Rhoads*

ATTEST:

Deputy City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

BILL NO.

ORDINANCE NO.

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

FY18 Pay and Classification Plan

Exhibit A

Department	Job Title	Grade	Min	Mid	Max
Finance	Cash Receipts Clerk	7	24,565.94	31,960.29	39,354.64
All	Clerk Typist	7	24,565.94	31,960.29	39,354.64
Airport	Airport Attendant	8	26,111.65	34,037.54	41,963.42
Airport	Service Attendant	8	26,111.65	34,037.54	41,963.42
Municipal Court	Deputy Court Clerk	8	26,111.65	34,037.54	41,963.42
Airport	Line Attendant	8	26,111.65	34,037.54	41,963.42
Solid Waste	Recycling Center Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Operations	Service Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Engineering	Service Representative I	8	26,111.65	34,037.54	41,963.42
Police	Shelter Attendant	8	26,111.65	34,037.54	41,963.42
Finance	Accounting Clerk	9	28,268.71	36,904.80	45,540.89
Municipal Court	Bond Clerk	9	28,268.71	36,904.80	45,540.89
Police	Crime Scene Technician	9	28,268.71	36,904.80	45,540.89
Central Building Services	Custodian	9	28,268.71	36,904.80	45,540.89
Police	Parking Control Officer	9	28,268.71	36,904.80	45,540.89
Police	Police Records Clerk	9	28,268.71	36,904.80	45,540.89
Police	Police Services Officer	9	28,268.71	36,904.80	45,540.89
Municipal Court	Records Management Clerk	9	28,268.71	36,904.80	45,540.89
All	Secretary	9	28,268.71	36,904.80	45,540.89
Finance	Treasury Cashier	9	28,268.71	36,904.80	45,540.89
Municipal Court	Warrant Clerk	9	28,268.71	36,904.80	45,540.89
All	Administrative Assistant	10	30,643.74	40,082.02	49,520.29
All	Administrative Secretary	10	30,643.74	40,082.02	49,520.29
Water	Customer Service Rep.	10	30,643.74	40,082.02	49,520.29
Police	Detention Officer	10	30,643.74	40,082.02	49,520.29
Police	Evidence & Property Tech.	10	30,643.74	40,082.02	49,520.29
Fire	Office Coordinator	10	30,643.74	40,082.02	49,520.29
Finance	Procurement Officer I	10	30,643.74	40,082.02	49,520.29

Department	Job Title	Grade	Min	Mid	Max
Finance	Account Technician	11	33,261.42	43,572.46	53,883.50
Municipal Court	Accounting Technician	11	33,261.42	43,572.46	53,883.50
Police	Animal Control Officer	11	33,261.42	43,572.46	53,883.50
Development Services	Business Service Rep - Dev Ctr	11	33,261.42	43,572.46	53,883.50
Police	Communications Specialist	11	33,261.42	43,572.46	53,883.50
Development Services	Community Standards Officer	11	33,261.42	43,572.46	53,883.50
Municipal Court	Court Security Officer	11	33,261.42	43,572.46	53,883.50
Administration	Deputy City Clerk	11	33,261.42	43,572.46	53,883.50
Finance	EMS Billing Specialist	11	33,261.42	43,572.46	53,883.50
Administration	Executive Assistant	11	33,261.42	43,572.46	53,883.50
Law	Executive Assistant PTR	11	33,261.42	43,572.46	53,883.50
All	Facilities Maintenance Worker	11	33,261.42	43,572.46	53,883.50
Administration	Human Resources Assistant	11	33,261.42	43,572.46	53,883.50
ITS	ITS Help Desk Support Spec.	11	33,261.42	43,572.46	53,883.50
Police	Lead Detention Officer	11	33,261.42	43,572.46	53,883.50
Law	Legal Assistant	11	33,261.42	43,572.46	53,883.50
Development Services	Neighborhood Services Officer	11	33,261.42	43,572.46	53,883.50
Police	Purchasing and Supply Officer	11	33,261.42	43,572.46	53,883.50
ITS	System Support Analyst	11	33,261.42	43,572.46	53,883.50
 					
Finance	Accountant	12	36,149.53	46,240.43	56,331.32
Finance	Accounts Payable Supervisor	12	36,149.53	46,240.43	56,331.32
Public Works Operations	Administrative Coordinator	12	36,149.53	46,240.43	56,331.32
Water	Administrative Supervisor	12	36,149.53	46,240.43	56,331.32
Administration	Benefits Specialist	12	36,149.53	46,240.43	56,331.32
Law	Contract Compliance Coor/Para	12	36,149.53	46,240.43	56,331.32
Water	Customer Service Supervisor	12	36,149.53	46,240.43	56,331.32
Water	Operations Technician	12	36,149.53	46,240.43	56,331.32
Development Services	Development Technician	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Engineering Technician	12	36,149.53	46,240.43	56,331.32
Water	Equipment Technician	12	36,149.53	46,240.43	56,331.32
Development Services	Field Building Inspector	12	36,149.53	46,240.43	56,331.32
Development Services	Field Engineering Inspector	12	36,149.53	46,240.43	56,331.32
ITS	GIS Technician	12	36,149.53	46,240.43	56,331.32
Water	Instrumentation and Controls Technician	12	36,149.53	46,240.43	56,331.32
All	Lead Comm Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Creative Services Specialist	12	36,149.53	46,240.43	56,331.32
Finance	Payroll Specialist	12	36,149.53	46,240.43	56,331.32
Development Services	Permit Technician	12	36,149.53	46,240.43	56,331.32
Municipal Court	Probation/Compliance Officer	12	36,149.53	46,240.43	56,331.32
Finance	Procurement Officer II	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Traffic Operations Tech	12	36,149.53	46,240.43	56,331.32
ITS	System Support Specialist	12	36,149.53	46,240.43	56,331.32
All	Technical Services Specialist	12	36,149.53	46,240.43	56,331.32
Water	Utility Technician	12	36,149.53	46,240.43	56,331.32
ITS	Web Specialist	12	36,149.53	46,240.43	56,331.32

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Field Supvr.	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	CIP Resident Inspector	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Field Engineering Inspector	13	39,339.27	51,750.82	64,162.36
Administration	Human Resources Generalist	13	39,339.27	51,750.82	64,162.36
Administration	Recruitment Specialist	13	39,339.27	51,750.82	64,162.36
Administration	Classification & Compensation Specialist	13	39,339.27	51,750.82	64,162.36
Administration	Workforce Development Specialist	13	39,339.27	51,750.82	64,162.36
Fire/Dev. Center/Water	Management Analyst	13	39,339.27	51,750.82	64,162.36
Water	Metered Services Supervisor	13	39,339.27	51,750.82	64,162.36
Law	Office Manager/Paralegal	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Senior Traffic Operations Tech	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Right-of-Way Agent	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Senior Engineering Technician	13	39,339.27	51,750.82	64,162.36
ITS	Senior GIS Technician	13	39,339.27	51,750.82	64,162.36
Finance	Senior Procurement Officer	13	39,339.27	51,750.82	64,162.36
Water	Water Utilities Analyst	13	39,339.27	51,750.82	64,162.36
 					
ITS	Applications Analyst	14	42,865.82	56,518.59	70,171.35
All	Communications Supervisor	14	42,865.82	56,518.59	70,171.35
ITS	Communications Systems Admin.	14	42,865.82	56,518.59	70,171.35
Water	Community Relations Specialist	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Construction Project Manager	14	42,865.82	56,518.59	70,171.35
Central Vehicle Maintenance	Maintenance Shop Supervisor	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Project Manager	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Lead Engineering Technician	14	42,865.82	56,518.59	70,171.35
ITS	Web Administrator	14	42,865.82	56,518.59	70,171.35
 					

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Manager	15	47,476.00	61,781.62	76,794.41
ITS	Applications Administrator	15	47,476.00	61,781.62	76,794.41
Administration	City Clerk	15	47,476.00	61,781.62	76,794.41
Water	Control System Supervisor	15	47,476.00	61,781.62	76,794.41
Administration	Media Services Supervisor	15	47,476.00	61,781.62	76,794.41
ITS	Network Administrator	15	47,476.00	61,781.62	76,794.41
Development Services	Plans Examiner	15	47,476.00	61,781.62	76,794.41
Police	Police Systems Manager	15	47,476.00	61,781.62	76,794.41
Administration	Public Communications Coord.	15	47,476.00	61,781.62	76,794.41
Administration	Risk Management Officer	15	47,476.00	61,781.62	76,794.41
Administration	Safety and Wellness Specialist	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Lead Traffic Operations Technician	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Staff Engineer	15	47,476.00	61,781.62	76,794.41
Water	Utility System Supervisor	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Environmental Specialist	15	47,476.00	61,781.62	76,794.41
Police	Mgr, Accreditation/Info Mgmt	15	47,476.00	61,781.62	76,794.41
Airport	Assistant Airport Manager	15	47,476.00	61,781.62	76,794.41
Finance	Cash Management Officer	15	47,476.00	61,781.62	76,794.41
Finance	Financial Analyst	15	47,476.00	61,781.62	76,794.41
All	Planner	15	47,476.00	61,781.62	76,794.41
CBS	Central Building Services Manager	15	47,476.00	61,781.62	76,794.41
Administration	Cultural Arts Manager	15	47,476.00	61,781.62	76,794.41
Administration	Management Analyst	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Public Works Administration Manager	15	47,476.00	61,781.62	76,794.41
Airport	Airport Manager	16	51,092.90	67,596.04	84,099.07
Municipal Court	Court Administrator	16	51,092.90	67,596.04	84,099.07
ITS	Database Administrator	16	51,092.90	67,596.04	84,099.07
Central Vehicle Maintenance	Fleet Manager	16	51,092.90	67,596.04	84,099.07
ITS	GIS Coordinator	16	51,092.90	67,596.04	84,099.07
ITS	IT Operations Supervisor	16	51,092.90	67,596.04	84,099.07
ITS	ITS Project Manager	16	51,092.90	67,596.04	84,099.07
ITS	ITS Support Services Supvr.	16	51,092.90	67,596.04	84,099.07
Development Services	Project Manager - Dev Ctr	16	51,092.90	67,596.04	84,099.07
Public Works Operations	Public Works Operations Mgr.	16	51,092.90	67,596.04	84,099.07
Development Services	Senior Field Building Inspect.	16	51,092.90	67,596.04	84,099.07
All	Senior Staff Engineer	16	51,092.90	67,596.04	84,099.07
Law	Staff Attorney	16	51,092.90	67,596.04	84,099.07
ITS	Systems Analyst	16	51,092.90	67,596.04	84,099.07
Water	Account Services Manager	16	51,092.90	67,596.04	84,099.07
Water	Utility Engineer	16	51,092.90	67,596.04	84,099.07
Water	Utility System Manager	16	51,092.90	67,596.04	84,099.07
Planning and Special Projects	Senior Planner	16	51,092.90	67,596.04	84,099.07

Department	Job Title	Grade	Min	Mid	Max
Planning and Special Projects	Asst Director of Planning and Special Projects	17	55,888.87	74,080.70	92,272.52
Development Services	Codes Administration Manager	17	55,888.87	74,080.70	92,272.52
Central Building Services	City Architect	17	55,888.87	74,080.70	92,272.52
Administration	Creative Services Manager	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Construction Manager	17	55,888.87	74,080.70	92,272.52
Finance	Controller	17	55,888.87	74,080.70	92,272.52
Development Services	Development Engineering Mgr.	17	55,888.87	74,080.70	92,272.52
Water	Facilities Manager	17	55,888.87	74,080.70	92,272.52
Finance	Procurement & Contract Svc Mgr	17	55,888.87	74,080.70	92,272.52
Solid Waste	Solid Waste Superintendent	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Supervisory Engineer	17	55,888.87	74,080.70	92,272.52
Development Services	Current Planning Manager	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Director of Plan Services	18	61,212.99	81,260.25	101,307.50
Development Services	Asst. Director of Field Services	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Engineering Svcs	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Support Service	18	61,212.99	81,260.25	101,307.50
Water	Asst. Director of Operations	18	61,212.99	81,260.25	101,307.50
Public Works Operations	Asst. Director of P. Wks. Oper	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Mgmt & Ops / Dep City Attorney	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Public Safety	18	61,212.99	81,260.25	101,307.50
Law	Chief of Litigation	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Infrastructure & Planning	18	61,212.99	81,260.25	101,307.50
Public Works Engineering	City Traffic Engineer	18	61,212.99	81,260.25	101,307.50
ITS	Manager, Entprs. Tech. Svcs.	18	61,212.99	81,260.25	101,307.50
ITS	Asst Director, App Mgmt Svcs	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./Admin.	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./City Eng	19	70,545.93	93,649.72	116,753.51
Finance	Deputy Director of Finance	19	70,545.93	93,649.72	116,753.51
Administration	Director of Human Resources	19	70,545.93	93,649.72	116,753.51
ITS	Chief Technology Officer	20	74,711.04	99,216.27	123,721.49
All	Director of Administration	20	74,711.04	99,216.27	123,721.49
Administration	Asst. City Mgr., Administrative Services	20	74,711.04	99,216.27	123,721.49
Development Services	Director of Development Services	20	74,711.04	99,216.27	123,721.49
Planning and Special Projects	Director of Planning and Special Projects	20	74,711.04	99,216.27	123,721.49
All	Asst. City Mgr., Dev Svcs/Comm	21	80,141.96	106,428.52	132,715.08
All	Asst. City Mgr., Operations	21	80,141.96	106,428.52	132,715.08
Administration	Director of Human Resources	21	80,141.96	106,428.52	132,715.08
Water	Director of Water Utilities	21	80,141.96	106,428.52	132,715.08
Finance	Finance Director	21	80,141.96	106,428.52	132,715.08
Public Works Engineering	Director of Public Works	22	82,909.73	108,863.02	134,816.31
Fire	Fire Chief	22	82,909.73	108,863.02	134,816.31
Police	Police Chief	22	82,909.73	108,863.02	134,816.31
Law	Chief Prosecuting Attorney	24	90,000.00	145,000.00	200,000.00
Law	City Attorney	24	90,000.00	145,000.00	200,000.00

Department	Job Title	Grade	Min	Mid	Max
Part Time Temporary					
Development Services	Administrative Support	PTT	0.00	25,000.00	50,000.00
All	Intern	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Evening	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Sys Support PTT	PTT	0.00	25,000.00	50,000.00
Public Works Engineering	Construction Inspector	PTT	0.00	25,000.00	50,000.00
Water	Fire Hydrant Painter	PTT	0.00	25,000.00	50,000.00
ITS	ITS Support PTT	PTT	0.00	25,000.00	50,000.00
Administration	Payroll Support	PTT	0.00	25,000.00	50,000.00
Law	Prosecuting Attorney PTR	PTT	0.00	25,000.00	50,000.00
Represented Groups					
Fire	Firefighter	F1	37,626.54	44,982.53	52,338.51
Fire	Firefighter Paramedic	F1P	43,626.54	50,982.53	58,338.51
Fire	Fire Engineer	F2	40,941.09	48,617.55	56,294.00
Fire	Fire Engineer Paramedic	F2P	46,941.09	54,617.55	62,294.00
Fire	Fire Specialist	F3	44,605.37	55,779.02	66,952.67
Fire	Fire Specialist Paramedic	F3P	50,605.37	61,779.02	72,952.67
Fire	Fire Captain I	F4	53,153.26	63,597.88	74,042.49
Fire	Fire Captain I Paramedic	F4P	59,153.26	69,597.88	80,042.49
Fire	Fire Captain II	F5	58,134.06	71,940.59	85,747.12
Fire	Fire Captain II Paramedic	F5P	64,134.06	77,940.59	91,747.12
Fire	Battalion Chief	F7	69,810.54	84,121.70	98,432.86
Fire	Battalion Chief Paramedic	F7P	75,810.54	90,121.70	104,432.86
Fire	Assistant Fire Chief I	F8	76,442.54	92,113.26	107,783.98
Fire	Assistant Fire Chief I Paramedic	F8P	82,442.54	98,113.26	113,783.98
Fire	Assistant Fire Chief II	F9	79,749.90	98,889.95	118,030.00
Fire	Assistant Fire Chief II Paramedic	F9P	85,749.90	104,889.95	124,030.00
Fire	Communications Specialist	F11	35,412.83	47,929.75	59,271.85
Fire	Lead Communications Specialist	F12	38,487.76	50,864.49	61,964.45
Police	Police Officer I	P1	38,629.42	46,077.33	53,778.27
Police	Police Officer II	P2	42,032.31	49,798.30	57,826.85
Police	Master Police Officer I	P3	45,794.26	57,400.16	69,006.06
Police	Master Police Officer II	P4	57,201.54	63,103.80	69,006.06
Police	Police Sergeant I	P5	57,500.00	72,073.54	86,647.08
Police	Police Sergeant II	P6	72,073.00	79,360.00	86,647.00
Police	Police Captain	P7	69,810.54	84,121.70	98,432.86
Police	Police Major I	P8	76,442.50	92,113.26	107,783.98
Police	Police Major II	P9	79,749.90	100,864.02	118,030.00
Central Vehicle Maintenance	Mechanic	UN0	33,473.65	41,713.36	49,953.07
All	Maintenance Worker	UN2	28,443.17	36,418.62	44,394.06
Public Works Operations	Equipment Operator	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Sewer	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Water	UN4	35,075.25	42,514.16	49,953.07
Water	Meter Service Technician	UN6	26,111.70	37,815.86	49,520.22
Water	Metered Services Specialist	UN7	33,261.49	43,572.46	53,883.44

Administration

FY18 Budget Summary

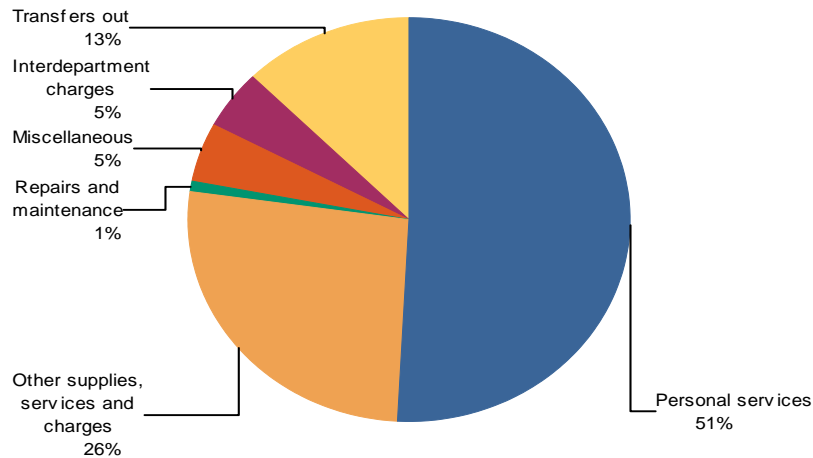
Expenses by Program and Services

Programs and Services	FY16 Actual	FY17 Budget	FY17 Projected	FY18 Budget	Difference FY17 Budget		Difference FY17 Proj
					\$	%	
Department Administration	1,943,999	1,810,299	2,281,708	1,842,029	31,730	2%	(439,679)
Policy/Legislative Oper.	580,217	649,614	688,889	551,709	(97,905)	(15%)	(137,180)
Community Relations	365,579	503,588	418,991	563,750	60,162	12%	144,760
HR Administration	426,315	497,048	482,347	566,692	69,643	14%	84,344
Employee Services	181,303	232,396	240,371	255,854	23,458	10%	15,483
Safety & Risk Management	106,160	114,156	113,656	113,784	(372)	(0%)	128
Department Totals	3,603,574	3,807,101	4,225,962	3,893,818	86,717	2%	(332,144)

Expenses by Type

Expense Category	FY16 Actual	FY17 Budget	FY17 Projected	FY18 Budget	Difference FY17 Budget		Difference FY17 Proj
					\$	%	
Personal services	1,567,501	1,815,444	1,807,691	1,983,411	167,967	9%	175,720
Other supplies, services and charges	862,144	1,008,616	1,501,991	1,018,894	10,278	1%	(483,098)
Repairs and maintenance	30,548	38,471	38,711	39,490	1,019	3%	779
Miscellaneous	5,314	286,400	219,398	186,400	(100,000)	(35%)	(32,998)
Interdepartment charges	153,211	182,257	182,257	178,356	(3,901)	(2%)	(3,901)
Transfers out	984,857	475,913	475,913	487,267	11,354	2%	11,354
Department Totals	3,603,574	3,807,101	4,225,962	3,893,818	86,717	2%	(332,144)

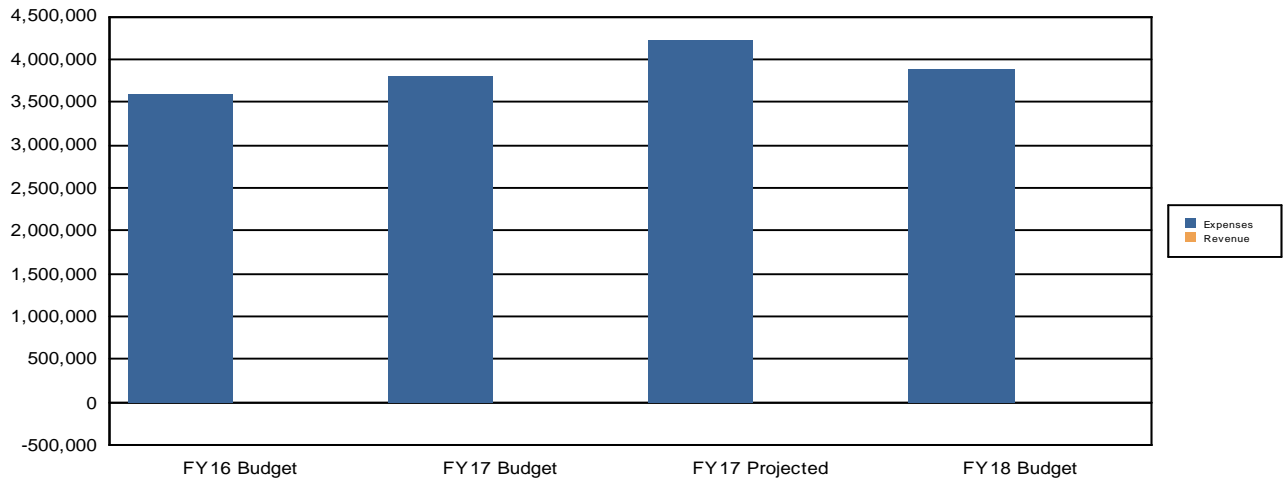
FY18 Expenses By Type



Full Time Equivalents (FTE)

Job Titles	FY16 Budget	FY17 Budget	FY18 Budget	Amended Changes
Asst. City Mgr, Internal Svcs.	-0.36	0.00	0.00	
Asst. City Mgr., Dev Svcs/Comm	0.34	0.34	0.33	
Asst. City Mgr., Operations	0.76	0.76	0.76	
Benefits Specialist	1.00	1.00	1.00	
City Clerk	1.00	1.00	1.00	
City Communications Officer	1.00	0.00	0.00	
City Councilmember	8.00	8.00	8.00	
City Manager	1.00	1.00	1.00	
Communications Director	1.00	0.00	0.00	
Creative Services Manager	0.00	1.00	1.00	
Creative Services Specialist	0.00	0.00	1.00	
Cultural Arts Manager	0.00	0.00	1.00	
Deputy City Clerk	1.00	1.00	1.00	
Asst. City Mgr., Administrative Services				1.00
Director of Administration	0.88	0.88	0.88	
Director of Human Resources	1.00	1.00	1.00	
Exec. Asst. to the City Mgr.	1.00	0.00	0.00	
Exec. Asst. to the Mayor/CC	1.00	0.00	0.00	
Executive Assistant	0.00	1.72	2.00	
Human Resources Assistant	1.00	1.00	1.00	
Classification & Compensation Specialist				1.00
Workforce Development Specialist				1.00
Recruitment Specialist				1.00
Human Resources Generalist	1.00	1.00	1.00	
Management Analyst	1.00	0.00	0.00	
Management Analyst - Admin.	0.00	1.00	1.00	
Marketing Specialist	1.00	2.00	1.00	
Mayor	1.00	1.00	1.00	
Media Services Supervisor	1.00	1.00	1.00	
Payroll Support	0.29	0.29	0.01	
Performance Exc. Facilitator	0.12	0.00	0.00	
Public Communications Coord.	0.00	1.00	1.00	
Public Engagement Specialist	1.00	0.00	0.00	
Safety & Wellness Specialist				1.00
Risk Management Officer	1.00	1.00	1.00	
Department Totals	27.03	26.99	27.98	

Total Budget



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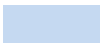
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City of Lee's Summit Human Resources Assessment

Report

October 2, 2017



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October 2, 2017

Mr. Stephen Arbo
City Manager
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Dear Mr. Arbo:

We are pleased to present this report regarding the Human Resources (HR) Department assessment. The HR Department is staffed by dedicated employees with a passion for the City and human resources functions. While these staff members provide essential services to other departments, there are opportunities to expand and develop the role of human resources in the City organization.

The recommendations included in this report are guided by feedback from HR Department staff and internal customers, and are intended to help the Department grow into a more effective role as a business partner for the organization. Implementing these recommendations will require change and adaptation on the part of Human Resources staff as well as the City's Management Team. However, we are confident that the recommended functions and structure of HR will serve as a useful framework for the Department and its leadership.

Thank you for the opportunity to work with the City of Lee's Summit on this project.

Sincerely,

Michelle Ferguson
Organizational Assessment Practice Leader

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Executive Summary

The provision of adequate and effective human resources (HR) functions is essential in modern organizations. An HR department impacts the lives and careers of employees in a unique way. HR is often the gateway to employment and the capstone of an employee's time in an organization. Organizationally, effective HR Departments play a central and strategic role to ensure other departments are appropriately staffed and to create an environment where employees and their supervisors can succeed. This requires dedicated leadership, a comprehensive understanding of internal customers and their business practices, and services tailored to meet the organization's needs as efficiently and effectively as possible.

HR operations are often structured in two primary ways to fill this organizational role, using a generalist or specialist model. A generalist model relies on HR staff who are broadly experienced in all HR functions and services. Generalists are typically assigned to specific organizational departments and serve as the main point of contact for that department's HR needs, from recruitment to workers' compensation to employee relations. By contrast, a specialist model utilizes HR staff with significant expertise in specific service areas, such as recruitment or benefits administration, among many others. These personnel typically provide services in their skillset to all organizational staff.

The City of Lee's Summit currently relies on a largely specialized approach. Many of the City's HR Department staff provide specific services in specialized fields, and little overlap or cross-training occurs among staff within the Department. While this is not an unusual arrangement for HR departments in public sector organizations, several aspects of the current structure and service delivery model complicate the Department's ability to meet the organization's needs.

One of the Department's most immediate needs relates to its leadership. In recent years, the HR Director position has been vacant or occupied by staff who left the organization after a short time. In interviews, focus groups, and survey results, staff in the HR Department and in other City departments frequently cited the lack of stable leadership as a detriment to HR's organizational performance. While the Director of Administration has played a critical role in shepherding the HR Department in lieu of a permanent HR Director, the Department requires a dedicated leader who can focus on building the capacity of the Department and play a central role in shaping workforce planning and development for the City. In addition to filling this leadership gap, a direct reporting relationship between HR and the City Manager is needed to help clearly define operations for HR staff and signal that developing HR is a core priority for the organization.

As a result of the leadership instability, the HR Department has been unable to focus on core HR service areas. The HR Department is currently composed of four individuals with varying experience performing critical HR tasks. To fulfill immediate needs, staff have been forced to assume different functions, some outside their areas of expertise. The current leadership vacuum, combined with confusion inside and outside the HR Department about staff responsibilities, has created an environment where staff roles are blurred.

City departments rely on HR to varying degrees for services, and some HR functions are better developed than others. Several departments have created their own internal capability to meet their department's HR needs. As a result, some departments avoid working with HR, which further exacerbates uncertainties about HR's organizational role and the services it should provide.

Additionally, throughout this study, HR customers reported concerns about the HR Department's procedures and expressed a desire for the Department to develop into a strategic business partner. Interviewees and survey respondents requested additional services from HR, including workforce development and training, policy development and review, and streamlined recruitment and workers' compensation processes. This indicates a lack of capacity to provide services that would benefit the organization, which is influenced by the leadership and structural issues experienced within the Department.

For the City of Lee's Summit, neither a pure generalist model nor a pure specialist model will create the capacity and division of labor necessary to clarify HR's roles and responsibilities. Rather, the recommendations in this report utilize a blended model of service delivery to bring the strengths of both generalist and specialist models to bear for critical HR functions. This model also recognizes the needs of some departments to maintain their own internal capacity for HR services, but also to develop a partnership with the HR Department to maintain organizational consistency. The result is an HR Department that is focused on developing the following core service functions:

- Hiring and Recruitment
- Workforce Development
- Safety and Wellness
- Employee and Labor Relations

The recommendations in this report are designed to help the HR Department lay an appropriate foundation for growing and developing these functions to better serve the City. The Department has an opportunity to evolve from being process-driven to providing additional strategic value by understanding, partnering, and collaborating with other departments to better meet their needs. The recommendations include a mixture of process and structural changes which, when fully implemented, will position the HR Department to render effective services and evaluate its performance more consistently.

Summary of Recommendations

The following table summarizes recommendations found in this report.

Table 1: Report Recommendations

Category	Recommendation
HR Structure and Performance	
1	Elevate the HR Director position to report directly to the City Manager.
2	Develop comprehensive HR workload and performance measures.
Hiring and Recruitment	
3	Invest in digital hiring and recruitment software.
4	Assign front-line customer service and office administrative support responsibilities to the Human Resources Assistant.
5	Reclassify the Human Resources Generalist as a Recruitment Specialist with responsibility for all hiring and recruitment functions.
6	Create a Classification and Compensation Specialist position.
Workforce Development	
7	Establish an employee Workforce Development Program.
8	Revise the current performance appraisal process.
9	Create a Workforce Development Specialist position.
Safety and Wellness	
10	Issue a request for proposals for workers' compensation claim management software.
11	Reclassify the Risk Management Officer as a Safety and Wellness Specialist.
Employee and Labor Relations	
12	Assign responsibilities for employee and labor relations functions to the HR Director.
Policy Review	
13	Create a Policy Advisory Committee led by Human Resources to periodically evaluate and update City policies.
14	Review and update the City's <i>Personnel Policy</i> .
15	Create an <i>Employee Handbook</i> .

Background and Methodology

In July 2017, the City of Lee's Summit engaged The Novak Consulting Group to perform an assessment of the City's HR Department. The purpose of this assessment was to review the HR Department's practices, procedures, and organizational structure, and to identify opportunities for improvement. To accomplish this work, The Novak Consulting Group utilized a multi-track approach consisting of individual interviews with HR staff and City stakeholders, as well as four focus group sessions with HR customers and the City's Management Team.

Additionally, The Novak Consulting Group developed a customer survey for City staff who regularly interact with the HR Department to rate their experience, interactions, and the services they receive. The survey was created in consultation with City management staff, and was distributed and tabulated by The Novak Consulting Group using SurveyMonkey®. The survey consisted of 13 questions in a variety of formats, including multiple choice questions; open-ended questions; and ratings scale questions where respondents were asked to rate their agreement with positive statements about the Department on a scale from Strongly Agree, Agree, Disagree, and Strongly Disagree.

Survey invitations were distributed to 155 City staff members, and the survey was available to respondents from July 12 through July 31, 2017. A total of 115 respondents participated in the survey, resulting in an overall response rate of 74%. All information supplied by respondents was anonymized and aggregated as part of the survey analysis process. A complete list of open-ended survey responses is available in Appendix A.

The Novak Consulting Group also requested and received data related to the Department's budget, structure, operations, work practices, policies, and procedures. As part of this review and analysis, The Novak Consulting Group researched the human resources departments of 10 comparable communities regarding their budgets, size, and structure. All this information was analyzed and reviewed to evaluate opportunities for enhancing and improving the efficiency and effectiveness of the Lee's Summit HR Department.

About the Human Resources Department

The primary function of the City's HR Department is to administer and oversee all personnel and employee service programs including recruitment and hiring, performance management, labor relations, employee benefit programs, training and development, safety, workers' compensation, and risk management efforts.¹ The HR Department is a component of the Administration Department, which is also responsible for several other internal services including Information Technology Services, Fleet Operations, and Central Building Services.

The Lee's Summit HR Department is led by the HR Director who reports to the Director of Administration. The HR Director supervises four positions, which are responsible for carrying out various HR functions. These positions include: an HR Assistant, an HR Generalist, a Benefits Specialist, and a Risk Management Officer. The following figure illustrates the HR Department's current organizational structure.

¹ Lee's Summit Annual Budget – FY2017

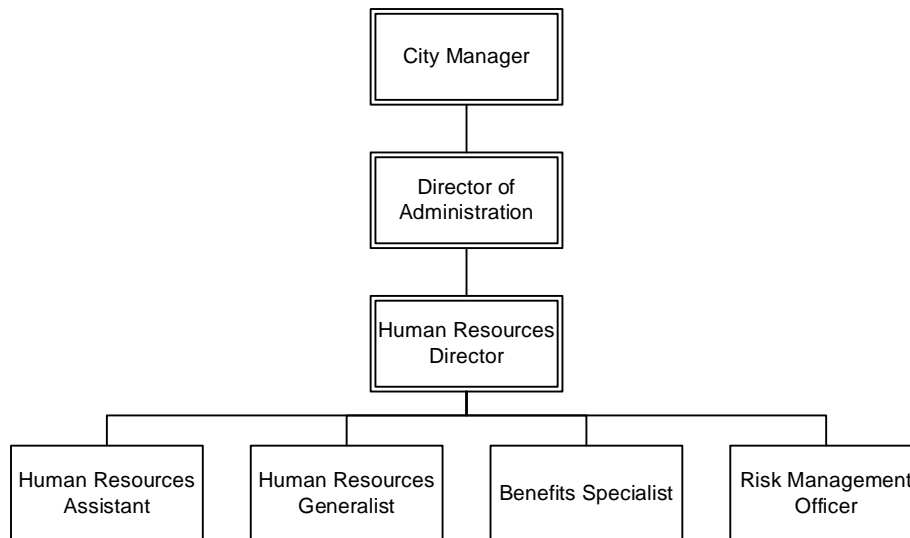


Figure 1: Human Resources Organizational Structure, FY2018

The HR Director is responsible for strategically guiding the HR Department as well as the City's merit-based pay-for-performance system. Core responsibilities of this position include supervising HR employees and functions, developing and implementing HR policies and programs, recommending changes to employee status (such as hiring, firing, and advancement), and preparing and managing the Department budget. The HR Director is also tasked with serving as the City's Equal Employment Opportunity and Diversity Coordinator, assisting with employee relations and collective bargaining negotiations, administering the City's classification and compensation plan, and performing exit interviews.

In recent years, turnover and transitions in the HR Director position have diluted the Department's leadership capacity. Since 2001, three HR Directors have led the Department, and the position is currently vacant. The Director of Administration has served as the Acting HR Director since February 2017, in addition to performing other regular job duties and supervising other Administration Department functions.

The Human Resources Assistant is a largely administrative position dedicated to customer service for the Department. Essential tasks include answering customer inquiries via telephone, email, and in-person; updating internet and intranet information regarding employment opportunities and employee information; and coordinating with other department staff to process personnel changes and generate reports. The HR Assistant is also responsible for assisting with the hiring and recruitment process, particularly regarding ad placement, posting open positions, compiling applications, and scheduling physicals and tests. In practice, this position coordinates the entire hiring process for many HR customers. The HR Assistant also helps organize new employee orientations and meets with new hires to complete paperwork such as tax forms and benefits elections. The HR Assistant is responsible for various data entry tasks related to recruitment and personnel action forms, as well as assisting with the Department's budget process, processing annual merit increases, and organizing Employee Awards Luncheons.

The Human Resources Generalist is responsible for managing the City's recruitment efforts, including creating and maintaining a talent profile of education and skill sets necessary for succession planning. In addition to cultivating sources for finding qualified applicants, the Generalist maintains the City's job

descriptions and develops new ones as circumstances warrant. This position also assists hiring managers with job posting, interviewing, candidate screening, offer negotiation, and reference checks. In addition to hiring and recruitment functions, the HR Generalist currently assists with employee relations investigations and interviews, and provides some training to City employees, such as policy and supervisory training.

The Benefits Specialist administers benefits programs available to City employees, including Family Medical Leave Act (FMLA) and other leave requests; health, dental, vision, and life insurance plans; various retirement plans; and short- and long-term disability programs. This position is responsible for overseeing the benefits module in the City's enterprise resource planning (ERP) system, Lawson™, to coordinate enrollment and termination of benefits for employees. This position also provides benefits-related training to employees, manages third-party provider relationships, and serves on the City's Safety Committee. Additionally, the Benefits Specialist currently provides backup for the Risk Management Officer in the event of the latter's absence.

The Risk Management Officer is responsible for several HR functions. Foremost among these is the development and administration of the City's workers' compensation program, including evaluating and processing employee claims, negotiating discounts and scheduling appointments with treatment providers, managing third-party claim administration, and auditing claim activity. Additionally, the Risk Management Officer is responsible for managing the City's safety policies and programs, including identifying safety-related training requirements for all City jobs, developing training materials, hosting a Safety Fair twice annually, and conducting on-site safety inspections. The Risk Management Officer oversees the City's wellness program and serves as the City's Americans with Disabilities Act (ADA) Coordinator.

The HR Department provides HR support to all City Departments, including public safety (Police and Fire). Over the last several years, the City has averaged approximately 767 full-time equivalent (FTE) positions, while the HR Department's structure and staffing level has remained relatively consistent at five authorized full-time positions. Since FY2014, the City has averaged 153 FTEs per HR position, as illustrated in the following table.

Table 2: Human Resources Staffing Ratios, FY2014-FY2017

Staff	FY2014	FY2015	FY2016	FY2017
Authorized HR Positions	5	5	5	5
Total City FTE Positions	772.48	766.84	763.64	766.93
Ratio of City FTEs per HR Position	154	153	153	153

The HR budget is funded through the City's General Fund. Department expenses have increased approximately 19% since FY2014, driven primarily by increases in Other Supplies, Services, and Charges, as illustrated in the following table.

Table 3: Human Resources Budgeted Expenses, FY2014-FY2018

Expense Category	FY2014	FY2015	FY2016	FY2017	FY2018	Percent Change FY14-FY18
Personal Services	\$448,744	\$518,476	\$472,360	\$471,674	\$472,020	5%
Other Supplies, Services, and Charges	\$289,118	\$257,064	\$291,412	\$315,941	\$409,210	42%
Interdepartment Charges	\$52,165	\$64,874	\$53,781	\$55,986	\$55,100	6%
Total Expenses	\$790,027	\$840,414	\$817,553	\$843,601	\$936,330	19%

The increase in Personal Services expenses in FY2015 is attributed to back-filling of the HR Director position. Other annual personal expenses increases are associated with typical salary adjustments (such as merit increases) and health care and retirement rate adjustments. Increases in Other Supplies, Services, and Charges reflect additional expenditures for outside services, including a benefits broker, property and liability insurance, and this HR assessment.

Peer Community Comparisons

The Novak Consulting Group performed comparison research on 10 peer communities selected by the City of Lee's Summit. This research was designed to investigate the relative size of HR staff among these organizations, as well as the structure of HR reporting relationships. Comparisons included:

- City of Ankeny, Iowa
- City of West Des Moines, Iowa
- City of Lawrence, Kansas
- City of Lenexa, Kansas
- City of Olathe, Kansas
- City of Overland Park, Kansas
- City of Shawnee, Kansas
- City of Blue Springs, Missouri
- City of Independence, Missouri
- City of Springfield, Missouri

One way to compare staffing sizes among peer communities is to evaluate the ratio of HR employees to overall FTEs served in the organization. Based on FY2018 budget information for each peer community, the average ratio of HR staff is one per 118 FTEs. The following table illustrates HR staffing ratios in each comparison community, from the smallest ratio to the largest.

Table 4: Comparison of Peer Community HR Budgets and Staffing Ratios, FY2018

Peer Community	FY18 General Fund Budgeted Expenditures	FY18 HR Budgeted Expenditures	FY18 Citywide Total FTEs	FY18 HR FTEs	Ratio of Citywide FTEs per HR FTE
City of Overland Park, KS	\$206,000,000	\$1,975,508	1,077.5	16.6	64.9
City of West Des Moines, IA	\$71,588,085	\$1,309,312	429.5	6.5	66.1
City of Lenexa, KS	\$77,800,000	\$1,136,110	537.5	7.0	76.8
City of Shawnee, KS ²	\$50,121,450	\$696,000	342.0	4.0	85.5
City of Springfield, MO	\$83,011,000	\$1,747,261	1,904.5	17.5	108.8
City of Blue Springs, MO	\$26,019,338	\$603,772	318.6	2.5	127.5
City of Olathe, KS	\$102,561,390	\$1,529,754	923.8	7.0	132.0
City of Ankeny, IA	\$31,550,765	\$331,755	268.4	2.0	134.2
City of Lawrence, KS	\$75,205,000	\$555,000	843.6	6.0	140.6
City of Lee's Summit, MO ²	\$64,397,020	\$843,601	766.9	5.0	153.4
City of Independence, MO	\$77,216,061	\$537,673	1,152.6	5.0	230.5

Notably, The City of Lee's Summit's HR staffing ratio is the second-highest among these communities. While many factors inform how these ratios actually impact HR staff capacity, this indicates that the City utilizes relatively fewer HR staff compared to other organizations.

² Due to limited or unavailable FY2018 budget information, these figures reflect FY2017 budget information.

Human Resources Stakeholder Input

Many of the key observations resulting from this assessment were derived from candid, confidential conversations with HR staff, customers, and through a customer survey distributed to supervisors and managers who interact closely with HR. This stakeholder input provided valuable insights into staff perceptions of HR and the delivery of HR services. There was widespread agreement among interviewees, focus group participants, and survey respondents about the present relationship between HR and other departments. Key themes that emerged from the stakeholder input process include:

- **HR requires dedicated leadership capacity.** Transitions in the leadership of the HR Department over the last several years have contributed to perceptions of a lack of effective leadership in HR. A consensus among HR staff, focus group participants, and survey respondents is that the Department's needs require a knowledgeable, experienced leader with the power to effect change and successfully interact with other management staff throughout the organization.
- **HR's role in the organization should be elevated to a more strategic level.** Feedback gathered through the stakeholder process often characterized HR's current organizational role in contradictory or uncertain terms. Stakeholders agreed that bringing clarity to the HR Department would require elevating the Department's role to a more strategic level in the organization, particularly with respect to policy formation and review, succession planning, and recruitment. In this capacity, stakeholders envision HR as a resource that can help ensure employees are treated equitably and policies are implemented uniformly in all departments, while meeting the City's larger strategic needs over the long term.
- **Stakeholders desire a business partner relationship with HR.** Survey respondents and focus groups expressed a desire for HR to play a more supportive role in the organization, functioning more like a business partner and a resource for departments who have questions and need help resolving issues. Stakeholders stressed the need for HR to more deeply understand the business practices and job requirements of their departments to more effectively assist them. Stakeholders desire an HR Department that functions as a resource of knowledge and a problem-solver, and not simply a transactional gatekeeper.
- **Workforce development functions are lacking, particularly related to training.** Stakeholders often mentioned a lack of available training opportunities, particularly regarding supervisory training and City policy interpretation. Additionally, over 50% of survey respondents reported dissatisfaction with current training efforts provided by HR. Stakeholders broadly requested additional training support for supervisors, as well as additional professional development opportunities to improve succession planning, certification, and employee skillsets.
- **The HR Department is heavily reliant on time-intensive, manual processes.** References to slow, inconsistent, and paper-based processes were common among stakeholders, particularly with respect to recruitment, workers' compensation, and personnel action form changes. When asked how the Department could improve service delivery, stakeholders advocated for more effective use of technology to streamline HR services, analyze HR performance, and communicate with employees.

Table 5: Respondents by Department

Department	Respondents	Percent of Total³
Police	23	20%
Fire	19	17%
Parks and Recreation	17	15%
Public Works	12	10%
Water	11	10%
Administration	10	9%
Development Center	5	4%
Finance	3	3%
Law	3	3%
(No Response)	2	2%
Fleet	2	2%
Planning and Special Projects	2	2%
Airport	1	1%
Central Building Services	1	1%
Codes Administration	1	1%
Information Technology Services	1	1%
Municipal Court	1	1%
Procurement and Contract Services	1	1%
Total	115	

Nearly one-quarter of respondents indicated they interact with the HR Department on a weekly basis or more frequently. Approximately 33% of respondents interact with HR monthly, while the remaining 43% of respondents interact less frequently or declined to answer this question.

The following figure illustrates the frequency of interactions with HR staff as reported by survey respondents.

³ Due to rounding, total is slightly greater than 100%.

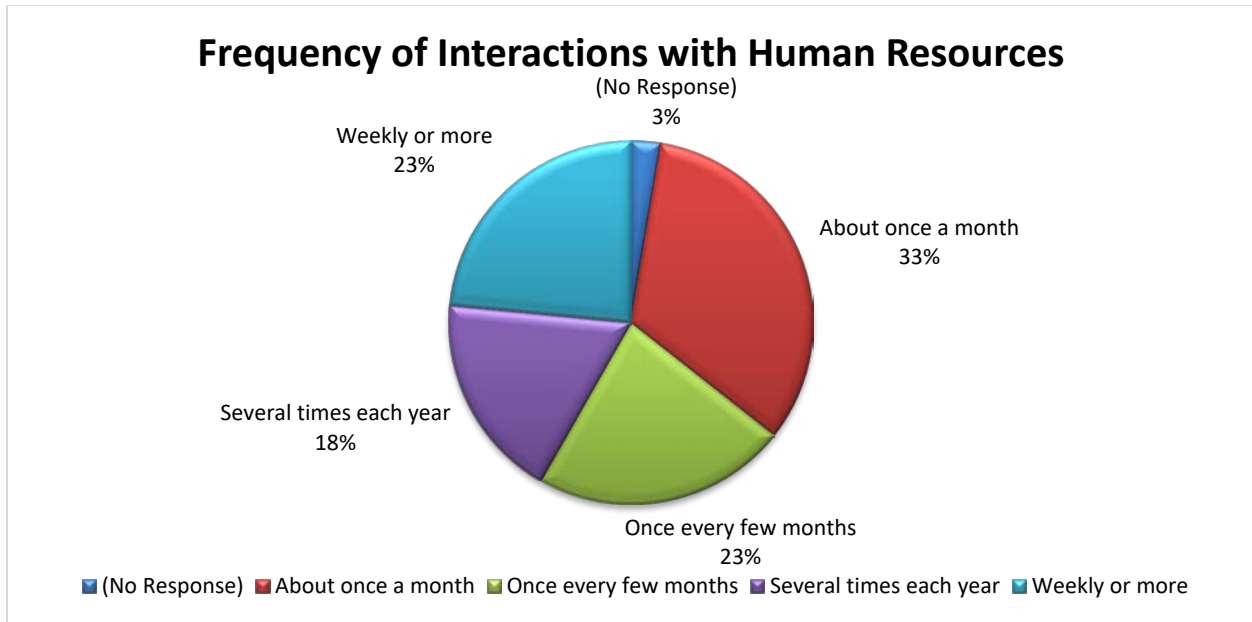


Figure 3: Frequency of Interactions with Human Resources

Over half of survey respondents reported that they are most likely to interact with HR regarding benefits issues. Safety and recruitment issues are also significant sources of HR interactions, while nearly one-third of survey respondents contact HR regarding training and development or labor and employee relations. Response rates for each of these issue areas are illustrated in the following figure.

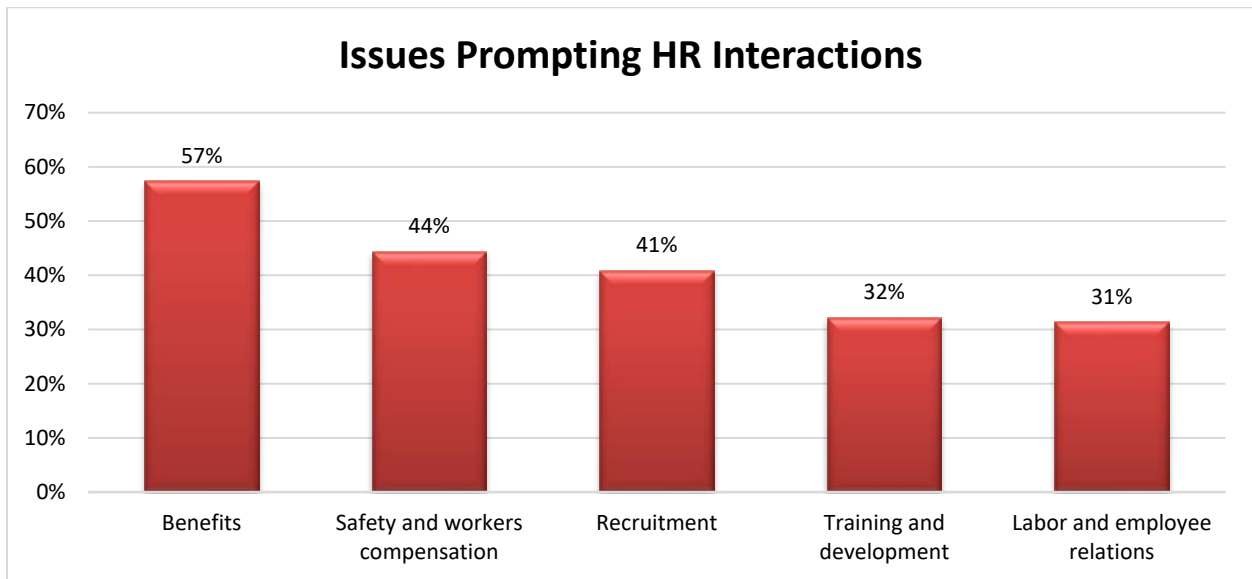


Figure 4: Issues Prompting Interactions with the Human Resources Department

Fifteen respondents supplied other, open-ended responses to this question. Themes cited in these open-ended responses included FMLA and Fair Labor Standards Act (FLSA) issues, policy-related issues and interpretations, employee discipline, and payroll/paperwork issues.

These responses are supported by conversations with interviewees and focus groups. Participants in these conversations were frequently complimentary of HR's benefits functions, particularly related to FMLA/FLSA, coordinating employee enrollment in insurance plans, and supervising the rebidding and renegotiation of benefits contracts. There was broad agreement among stakeholders that HR reliably and effectively delivers benefits services, which creates a sense of security for staff who contact HR with benefits questions.

Rating Scale Questions

Respondents were asked to rate their level of agreement with positive statements about the HR Department. Across all statements, 65% of respondents expressed overall agreement (Strongly Agree and Agree responses), while 35% expressed overall disagreement (Strongly Disagree and Disagree responses).

Questions that received 76% or greater overall agreement are generally considered to be departmental strengths, whereas questions receiving 48% overall disagreement are generally considered areas of weakness.⁴

The following table illustrates each statement along with the percentage of respondents who selected each rating. Percentages in bold indicate statements where respondents indicated significant agreement (greater than 76%) or significant disagreement (greater than 48%).

Table 6: Agreement with Positive Statements about HR

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree
HR adequately addresses my inquiries or concerns.	11%	49%	35%	5%
HR procedures do not create an onerous burden on other departments/employees.	6%	42%	40%	12%
HR staff interact with me in a professional manner.	26%	61%	10%	3%
HR staff respond to my needs/concerns in a timely manner.	15%	60%	21%	4%
I am familiar with HR policies and procedures.	27%	56%	17%	1%
I am satisfied with HR's employee relations activities.	4%	36%	49%	12%
I am satisfied with the level of customer service I receive from HR.	11%	42%	38%	10%
I have sufficient training to effectively discipline employees.	9%	55%	27%	10%
I receive adequate training and support from HR to undertake my supervisory responsibilities.	2%	41%	38%	19%
I trust HR to maintain confidentiality when I share information with them.	24%	58%	13%	5%
I trust the information I receive from HR.	15%	45%	29%	11%
I understand the City's classification and compensation system.	13%	50%	26%	11%

⁴ These percentages reflect the median between average overall scores and maximum scores. Statements with overall agreement/disagreement scores above these thresholds represent outliers in the context of all responses.

Statement	Strongly Agree	Agree	Disagree	Strongly Disagree
I understand the role of the Human Resources Department in our organization.	24%	52%	21%	3%
I understand how to complete transaction forms.	6%	61%	28%	5%
It is easy to contact HR staff with questions or concerns.	20%	63%	11%	6%
Overall, my experience working with the Human Resources Department has been positive.	9%	50%	35%	6%

Areas of agreement that highlight departmental strengths include the professionalism of HR staff, familiarity with HR policies and procedures, the confidentiality of information shared with HR, the role of HR in the City organization, and the accessibility of HR staff. Conversely, a majority of respondents believe that HR's procedures create onerous burdens on City staff and indicate they are dissatisfied with employee relations activities. Respondents also do not believe that supervisory training and support from HR is adequate.

Many of these themes were echoed by focus group participants and during interviews. There is a sense among these participants that HR staff are polite and courteous, but that their ability to deliver comprehensive services is constrained by a lack of leadership and the overly complex processes. The resulting perception is of an HR Department that is generally pleasant to work with, but which cannot offer the depth of services to the City organization.

Human Resources Strengths and Opportunities

Survey respondents provided nearly 200 words and phrases describing HR Department strengths. To facilitate analysis, these responses were coded by theme. The 10 most-frequently mentioned themes capture approximately 86% of these responses, and are illustrated in the following table.

Table 7: Human Resources Strengths

Strength Themes	Mentions	Percent of Total
Courteous/Friendly	30	15%
Services	30	15%
Helpful	26	13%
Knowledgeable	20	10%
Responsive	15	8%
Accessible/Available	15	8%
Personnel	14	7%
Professional	6	3%
Dedication	6	3%
Informative	5	3%

Key HR Department strengths include the courteousness and professionalism of staff, as well as specific services performed by the Department (including benefits administration, safety, FMLA/FLSA assistance, and hiring/recruitment). Respondents also described staff as helpful, knowledgeable, responsive, and available to address their needs. Several specific personnel were also mentioned by name; to preserve anonymity, these responses were captured using the "Personnel" category in the table above.

These strengths were also described by focus group participants; however, participants tended to immediately follow praise with examples of where the HR Department lacked skills, services, or direction. Opportunity areas described during focus group sessions also closely correlate with survey results. In total, survey respondents generated 240 discrete responses describing areas of improvement for the HR Department. The 10 most-frequently mentioned themes are illustrated in the following table and represent 64% of all responses to this question.

Table 8: Human Resources Opportunities

Opportunity Themes	Mentions	Percent of Total
Training	36	15%
Hiring/Recruitment	21	9%
Communication	18	8%
Customer Service	16	7%
Leadership	14	6%
Digitization/Technology	11	5%
Understand Departments	10	4%
Policy Administration	10	4%
HR Role	9	4%
Additional Personnel	9	4%

A plurality of respondents highlighted additional opportunities for HR to provide training, particularly regarding supervisory and management training related to recruitment, performance evaluations, and employee relations. Other respondents specifically mentioned the current hiring/recruitment process as an opportunity area, indicating HR should speed up the process, provide more in-depth screening and hiring assistance, and onboard employees more efficiently. Other respondents mentioned communication and customer service improvements, such as increasing the frequency of communication, engaging departments equally, improving support for injured staff, and placing a greater emphasis on customer service to employees.

The lack of leadership in HR was also noted by respondents, along with opportunities for digitizing and modernizing existing processes by leveraging technology (such as the Lawson™ system and the City's intranet). Other respondents articulated a need for HR to understand and collaborate with customer departments in a more effective manner. Respondents also highlighted a need for HR to play a more significant role in policy administration, to more clearly define its organizational role, and the need for additional staff in HR.

These sentiments were echoed by interview and focus group participants. The breadth of agreement among survey respondents and focus group participants indicates that these perceptions are widespread among HR stakeholders.

Service Adjustments

Stakeholders desire several services from HR which the Department is not currently providing, or not providing in the manner expected. The following table illustrates the 10 most-mentioned service requests among approximately 70 discrete responses to a survey question about additional services the HR Department could provide. The themes below capture approximately 93% of all responses to this question.

Table 9: Services Not Provided by Human Resources

Additional Service Themes	Mentions	Percent of Total
Training	25	41%
Hiring/Recruitment	11	18%
Updated Policies	7	11%
Communication	4	7%
Liaison	3	5%
Analytics	2	3%
Consistency	2	3%
Care	1	2%
Culture	1	2%
Discipline	1	2%

Over 40% of respondents mentioned a lack of training opportunities, particularly related to supervisory and management training. Other training needs identified by respondents include professional development, safety, employee benefits, and personnel policy training. These training and workforce development services also received significant attention during focus groups and interviews, with staff in these sessions particularly stressing the need for additional professional development opportunities in the City organization.

Additional services related to hiring and recruitment were also mentioned by 18% of survey respondents, including clear direction on how to interact with HR during the hiring process, additional application review, and more rapid vetting and onboarding for new employees. Eleven percent of respondents also directly requested that HR update and coordinate City policies and procedures in a more centralized manner, and create additional policies in collaboration with other departments. These two themes were also frequently mentioned during focus groups, particularly with respect to HR's role in the City policy formation process and improving the current recruitment process.

The survey invited respondents to submit one change that would improve HR's service to the City organization. This open-ended question generated 90 unique responses; frequent responses by theme are illustrated on the following table and reflect 85% of all responses to this question.

Table 10: One Change to Improve Human Resources Services to the City

One Change Theme	Mentions	Percent of Total
Hiring/Recruitment	13	15%
Leadership	12	14%
HR Role	10	12%
Technology	8	9%
Training	8	9%
Communication	7	8%
Workers' Compensation	6	7%
Additional Staff	3	3%
Policies	3	3%
Responsiveness	3	3%

Half of all responses to this question concerned modernizing or improving the hiring process, finding talented leadership for the HR Department, clarifying the role of HR in the organization, and leveraging technology to streamline HR interactions with other departments. Improvements to training and communication were also frequently mentioned. These themes also broadly reflect in-person feedback obtained during field work.

The Future of Human Resources

Survey respondents were also asked to indicate what the City's HR Department should be known for internally over the next three to five years. This open-ended question sought to elicit keywords regarding the ideal reputation of HR from the perspective of internal customers and stakeholders. Ninety-three responses were submitted; the top themes illustrated in the table below reflect 87% of all responses to this question.

Table 11: What Should the Reputation of HR Be?

Reputation of HR Theme	Mentions	Percent of Total
Employee Advocate	21	23%
Knowledgeable/Competent Resource	20	22%
Excellent Customer Service	9	10%
Proactive/Responsive	8	9%
Trusted	7	8%
Business Partner	5	5%
Effective Hiring/Recruitment	4	4%
Outstanding	4	4%
Positive Employee Culture	3	3%
Organizational Leaders	2	2%

Nearly a quarter of respondents articulated a desire for HR to be known as an employee advocate that supports line employees as well as the City organization. Respondents also described an HR Department that was knowledgeable and served as a competent resource for other City staff, from line employees to mid-level managers to department directors. These two themes accounted for nearly half of all responses to this question, and dovetail with focus group suggestions to transform HR into a true business partner for City staff and other departments.

Other frequently-mentioned themes described the future of HR as a department with excellent customer service, and specifically indicated increased HR proactivity and responsiveness as a desired goal. Other keywords used by respondents included characterizing HR as a business partnership with departments, improving the hiring/recruitment process, creating an "outstanding" HR Department, and better cultivating a positive employee culture.

Analysis and Recommendations

In many ways, the Lee's Summit HR Department has struggled to effectively engage stakeholders and provide the level of service desired by the organization. Many factors have contributed to this situation, including previous leadership instability at the HR Director level, the current HR Director vacancy, overlapping and unclear responsibilities among HR staff, and the lack of a clear strategic role for the HR Department.

These factors create negative perceptions about the HR Department and its ability to provide effective services and support stakeholders. While these perceptions are based in some fact, they have spread through the City organization and contributed to stakeholder disengagement with HR. In order to avoid interacting with HR, some stakeholders have adopted their own informal practices and procedures, as well as internal capacity, for dealing with human resources issues within their own departments. Working around HR in this manner has allowed departments to more quickly accomplish their goals, but has also led to inconsistent policy implementation within the City organization and has fragmented the City's approach to provision of HR services.

These challenges are particularly evident in the recruiting process, where hiring managers express confusion about the role of HR staff and have started performing hiring tasks, such as writing job advertisements and posting positions, which are nominally the responsibility of HR staff. Another example involves policy interpretation and management supervision practices, where departments sometimes interpret (and then implement) policies in conflicting ways. These opposing interpretations are not lost on employees, and much of the stakeholder feedback requesting more HR involvement in policy formation is the result of inequities in policy enforcement.

These circumstances have created an opportunity for the Lee's Summit HR Department to play a more strategic and focused role in the City organization. To effect this change, several adaptations are necessary. The first involves elevating the role of HR by assigning supervision of the HR Director to the City Manager. This supervisory shift will signal the City's intention to emphasize HR development and create opportunities for the City Manager and HR Director to further develop the Department's organizational role as a strategic business partner. It is also essential to establish formal, permanent leadership in the HR Department by filling the HR Director position. An effective HR Director will coordinate the Department's day-to-day affairs while rebuilding trust among stakeholders and positioning HR to more effectively meet their needs.

Filling the current leadership vacuum will create capacity for the HR Department to concentrate on service delivery in core functional areas. It is recommended that the Department initially focus on the following core areas: Hiring and Recruitment, Workforce Development, Safety and Wellness, and Employee and Labor Relations. While these functions represent the basic building blocks of an effective HR operation, it is essential to optimize these functions before providing more advanced HR services. As the Department continues to develop, it may consider growing advisory and consultative services to departments and employees, developing highly customized succession and professional development plans, or performing other services needed in the organization. In the near term, however, it is unreasonable to expect HR to accomplish these additional tasks without first reestablishing its organizational role and improving core services.

The following recommendations are intended to illustrate short, medium, and long-term solutions designed to help the Department implement these changes.

HR Structure and Performance

While an intensive focus on the four core functional areas described above will position the HR Department to render more effective services, other steps must be taken to improve the Department's processes and structure. These steps principally involve how the Department is currently organized at the leadership level, as well as how it measures performance and tracks relevant data.

Recommendation 1: Elevate the HR Director position to report directly to the City Manager.

In recent years, the Lee's Summit HR Director has reported to the Director of Administration. While this is an appropriate way to structure HR for many organizations, several factors challenge the viability of this arrangement in Lee's Summit.

First, for the Department to truly make the transition away from transactional services and towards a strategic business partnership model, it will need to have an experienced, strong Director at the helm. The HR Director position should be a peer among other senior management staff. A new Director must have the support of the City Manager in order to be successful and will benefit from a close mentoring relationship with the Manager during this transitional period.

While much of the relationship-building between HR and other departments will result from the hard work of Directors in these positions, elevating the HR Director creates implicitly closer lines of communication between HR, the City Manager, and other department leaders. The HR Director will have the unique opportunity to help set a new tone and climate for the organization. For the Director to implement organization-wide changes effectively, it is imperative that the position is given the appropriate level of authority and credibility. Changing the reporting structure elevates the position within the organization, and shows other members of the Management Team that the HR Director is a peer and has the ability, authority, and trust of the City Manager to make decisions.

Secondly, the HR Director will be tasked with many high-priority and specialized efforts that will require significant expertise, professionalism, coordination, and resilience. Growing and developing the HR Department will involve managing institutional change that impacts HR staff, as well as process and procedural changes that affect all other City staff. These functions are naturally suited to a Department Director-level position that enjoys a close working relationship with other senior City staff.

The HR Director will be responsible for overseeing the daily operations of the HR Department and supervising HR staff, as well as managing the core functions described in this report. Ideally, the HR Director will possess strong interpersonal skills as well as experience in labor and employee relations, particularly regarding union contract negotiations. Especially in this latter capacity, the HR Director will be responsible to provide managers and supervisors with guidance and technical assistance in areas relating to employee relations, labor issues, classification and compensation, training, and conflict resolution. It may be difficult to find qualified candidates with this skill set who are willing to undertake these challenges if the HR Director position does not function as a senior executive within the City.

Notably, most of the peer communities researched by The Novak Consulting Group for comparative purposes utilize a structure where the HR Director reports to the City Manager or a Deputy/Assistant City

Manager (or to an equivalent City Administrator or Assistant City Administrator position). Only one of the peer communities – Olathe, Kansas – utilizes an HR reporting structure similar to the configuration currently used by Lee's Summit. In Olathe, Human Resources reports to the Resource Management Director. Transitioning to this structure would not be unusual for a community like Lee's Summit, given its size and the practices of comparable communities.

Recommendation 2: Develop comprehensive HR workload and performance measures.

Developing the role of HR in the Lee's Summit organization will require focused management oversight and a consistent way of measuring the Department's performance. While HR staff currently report basic workload measures as part of the City's annual reporting process, more useful performance and outcome measurement data is limited due to the Department's manual processes.

To more effectively measure the Department's progress and provide meaningful reports to internal and external customers, the HR Department should begin tracking indicators that better describe the Department's performance over time and in specific contexts. By measuring performance in this way, the Department will be able to more effectively analyze its workload and staffing needs, and evaluate gaps in process delivery.

Examples of performance measures that should be tracked by the HR Department include but are not limited to those listed in the table below.

Table 12: Proposed Performance and Workload Measures

Core Functional Area	Performance and Workload Measures
Hiring and Recruitment	Number of recruitments performed
	Number of applicants per recruitment
	Average length of time for each stage of the recruitment process, including job description review, ad creation, posting, application review, interviewing, and total process time
	Percentage of applicants who were qualified for each position
	Percentage of recruitments completed on-time
	Percentage of hires approved within current compensation/classification limits
Workforce Development	Number of trainings and development events offered by type
	Number of staff invited to development events
	Number of attendees at development events
	Attendance rate at training events
	Attendee satisfaction with development events
Safety and Wellness	Employee participation rate in safety and wellness programs
	Average cost of workers' compensation claims
	Average time associated with processing workers' compensation and other insurance claims
Employee and Labor Relations	Number of grievances and disciplinary actions initiated
	Average length of time associated with resolving grievances and disciplinary actions
	Average staff time associated with employee relations investigations

Where possible, performance measures should enable the Department to evaluate how trends in process times and achieving goals evolve over time. This information should be included in the Department's annual report. It is also important to periodically evaluate and revise performance metrics tracked by the Department to ensure that relevant, useful data is captured. While revising indicators, the Department should ensure that workload and performance metrics are informed by relevant strategic and long-range plans for Human Resources and the City organization.

Hiring and Recruitment

Hiring and recruitment functions are the lifeblood of organizations. Inefficiencies in hiring and recruitment are felt throughout organizations, as under-developed recruitment functions result in limited applicant pools and inefficient hiring processes reduce the speed of filling positions. Providing quality public services requires appropriately staffing positions and equitably compensating employees. High-functioning Human Resources departments, those serving as strategic business partners, utilize a proactive approach to understand the hiring needs of customer departments, recruit staff who most closely meet position requirements, and propose compensation appropriate to attract and retain staff.

While HR staff in the City of Lee's Summit are responsible for developing and implementing programs to effectively recruit, hire, and retain employees, several factors negatively impact the Department's hiring and recruitment functions. These include an over-reliance on paper processes, unclear responsibilities among staff, and a lack of organizational capacity to address classification and compensation issues.

As a first step toward building a high-performing hiring and recruitment function, it is essential for the Department to reexamine the impact of its processes on staff performance. For the HR Department to transition into the role of a strategic business partner, it must have effective tools and processes in place to recruit new talent.

Recommendation 3: Invest in digital hiring and recruitment software.

The City currently relies on the use of traditional tools to recruit employees, such as paper-based application forms and advertisements in local newspapers. While the City's employment application packet is available electronically as a PDF and can be submitted via email, it must be filled out by hand (unless an applicant has access to a typewriter). Once the application is received, the HR Assistant and the HR Generalist print out each application to screen for minimum qualifications, and then pass the screened applications on to the hiring manager.

This is a cumbersome process for both the applicant and the City because it involves transporting paper physically between staff members and locations. It also complicates the data entry process associated with hiring and recruitment, as any information the City wishes to track about applicants and recruitment efforts must be entered by hand into a custom Microsoft Access® database. As a consequence, the HR Department is unable to accurately measure its performance and spends a significant amount of staff time managing paper. This negatively impacts staff's ability to proactively assist customers with recruitment efforts.

Investing in a digital hiring and recruitment software solution is essential in creating a high-performing HR unit. This software is often a foundational building block of modern HR departments because it automates slow, error-prone, and inefficient processes. Products such as CivicPlus®, JobAps®, and Neogov® are HR software tools that can help automate and enhance the entire recruitment, hiring, and onboarding

process. These tools allow organizations to post positions online in a variety of formats for easy distribution on the City's website, to professional associations, and in job-related search engines. Once a job is posted, applicants can complete the entire application process electronically and digitally submit materials to the City. The software can then be used to screen applicants for minimum qualifications, and applicant information is automatically stored in the system for easy follow-up and analysis. Hiring managers have access to the information in the system as well, reducing the need for paper applications to be printed and passed along.

HR software tools also make it much easier to capture and analyze data, such as the time involved in filling a recruitment, the percentage of recruitments completed on-time, the number of recruitments filled in a given period, employee turnover and vacancy rates, as well as the time it takes to complete a reclassification request. This level of analytical support is not currently provided by HR staff due in large part to the manual nature of the hiring process. Measuring this information using a software program will provide the HR Department with more sophisticated tools to help hiring managers understand the hiring process and estimate the amount of time necessary to fill positions.

As it becomes more competitive to recruit qualified employees in the region, adopting creative and innovative ways to attract employees will become increasingly important. As technology has changed, recruitment strategies have also evolved to include broader avenues of attracting qualified candidates. Utilizing traditional recruitment tools like job postings (print and online), attending job fairs, and using social media tools such as LinkedIn, Twitter, and Facebook should always be considered. However, the City should also start looking at new and innovative ways to attract employees such as the use of podcasts, videos, hosting open houses, and working with the local media.

Software solutions will not build a high-performing recruitment function by themselves. It is also necessary to adjust functional responsibilities among HR staff to streamline the hiring process and provide greater clarity to Department staff and internal customers.

Recommendation 4: Assign front-line customer service and office administrative support responsibilities to the Human Resources Assistant.

The current Human Resources Assistant has been with the City for over 30 years. During this time, the functions performed by the HR Assistant have outgrown those enumerated in the position's job description. For example, many focus group participants and survey respondents reported utilizing the HR Assistant as a primary contact for general hiring and recruitment efforts, when these functions are ostensibly the responsibility of the HR Generalist. In practice, the HR Assistant position effectively manages the entire recruitment process for some recruitment efforts, while the HR Generalist manages others. This pattern of activity blurs the distinction between the HR Generalist and HR Assistant positions, and reduces the HR Assistant's availability to perform needed office support and administrative functions for other Department staff.

It is essential to realign staff practices with job descriptions and functional distinctions to streamline the hiring and recruitment process. Based on current job descriptions (last updated in 2016), the HR Assistant position should primarily serve as the main customer service contact for the Department and provide administrative support for all HR staff. This requires disentangling the HR Assistant from much of the recruitment process.

Adopting a hiring software solution will automate many of the clerical hiring tasks currently assigned to the HR Assistant. However, there are other important tasks that must be accomplished on a regular basis

to effectively serve Department staff and internal customers. The HR Assistant should be responsible for answering customer inquiries, assisting Department staff with clerical needs, tracking data using software systems, maintaining personnel files and other Human Resources Information Systems (HRIS) data, assisting with payroll, paying bills, processing annual merit increases, working with departments to hire temporary labor, updating the Department website, and organizing the Employee Awards Luncheon.

Refocusing the HR Assistant's efforts primarily on clerical support and customer service will create clearer distinction among staff responsibilities. It should be noted that while the HR Assistant will be available to support existing staff, the primary responsibility for administering core functions and programs, such as new employee orientation, onboarding, and hiring, should lie with other specialized HR staff as discussed in this report. The HR Assistant should not assume a lead role in these functions.

Clearly defining the HR Assistant's role as an administrative support position will address a key concern among internal customers. They described highly specialized HR staff who function with little backup or administrative support, which requires them to perform administrative tasks like filing, regularly managing the personnel files, tracking data, and looking at new ways of streamlining processes. The HR Assistant should take a more proactive role in these tasks going forward. By taking responsibility for providing basic customer service and staff support across all HR functions, including hiring, safety, benefits, classification and compensation, training and workforce development, the HR Assistant can function as a centralized source of knowledge and serve as a more effective resource for internal and external customers.

Shifting responsibilities for hiring and recruitment away from the HR Assistant to the HR Generalist will also require adjusting the HR Generalist position. This represents an excellent opportunity to achieve process improvements.

Recommendation 5: Reclassify the Human Resources Generalist as a Recruitment Specialist with responsibility for all hiring and recruitment functions.

Currently, the way in which hiring managers utilize HR for recruitment and hiring services varies from department to department. In some instances, the hiring department may lead the recruitment and create the job posting/advertisement and direct HR where to post the position. For other recruitments, the HR Generalist or HR Assistant may write the job posting and determine where to post the position based on history and experience. Departments also rely on HR staff for different hiring functions such as applicant screening, interview scheduling, assisting with interviews, and negotiating salary offers.

According to the latest available job description, the HR Generalist is responsible for managing the hiring and recruitment process. This includes creating job descriptions and advertisements (in consultation with the hiring manager), screening resumes, participating on interview panels, checking applicant references, completing internal equity analyses, and evaluating requests to exceed minimum range employment offers. After fully transferring recruitment responsibilities from the HR Assistant to the HR Generalist and providing the HR Generalist with appropriate software to accomplish these tasks, the HR Generalist will have more capacity to develop and provide robust hiring services to internal customers and external applicants.

These changes effectively specialize the HR Generalist position and narrow the position's scope of responsibilities to primarily hiring and recruitment efforts. To reflect this specialization, the HR Generalist should be reclassified as a Recruitment Specialist with responsibilities to better understand the staffing needs and operations of City departments, cultivate close working relationships with hiring managers,

grow a network of available resources for distributing job advertisements, and meet the City's hiring needs as rapidly as possible. While the responsibilities of this position will change, the recommended reclassification may not justify a corresponding change in the HR Generalist's salary. Any decision to modify this salary should occur based on an analysis of similar jobs in the area and reflect the City's revised compensation and classification system.

While some departments such as Police, Fire, and Parks and Recreation are responsible for many of their own hiring and recruitment processes, it is important for the Recruitment Specialist to understand the needs and operations of these departments so that effective assistance and support can be rendered if needed. Cultivating this understanding and building relationships with staff will place the Recruitment Specialist in a consultative and advisory role for recruitment processes, which will be of greater assistance to hiring managers in the future.

For all other departments, the Recruitment Specialist should develop a clear and consistent process for hiring and recruitment that involves HR taking the lead on the job description, advertisement, and posting. Each stage of this initial process should be performed in close coordination with the hiring manager, and the Recruitment Specialist should take a proactive role in meeting with the hiring manager at the beginning of the process to discuss the ideal candidate and the qualifications and skills needed for the position. These conversations will inform the Recruitment Specialist's decisions regarding where to post the job ad and how to configure software for applicant screening. The Recruitment Specialist should also work closely with hiring managers during the interview process, particularly by assisting with the development of appropriate interview questions and offering to sit in during interviews if necessary.

Recommendation 6: Create a Classification and Compensation Specialist position.

Classification and compensation systems help organizations develop an equitable, consistent, and competitive structure for categorizing employee positions and providing appropriate compensation. These systems are often informed by studies to evaluate the current labor market and determine whether the organization's pay structure is equitable, or if it needs adjustment. They also help determine if the current job classification structure is appropriate, if new job classes are needed, or if classes should be merged or renamed.

Responsibilities for managing the City's classification system are currently assigned to the HR Director. Because this position is currently unfilled, there is no one with expertise or significant knowledge of classification and compensation in the HR Department. The HR Generalist has been used to gather backup documentation and research when a request has been made regarding a reclassification or pay change, but these requests are then forwarded to upper City management for review and approval.

The City is in the process of completing a classification and compensation study, which evaluated its existing structures. This study is expected to result in changes to the employee classes and compensation that will impact the organization for years to come. For the City to more effectively manage and maintain its new classification and compensation system, it is recommended that the HR Department create a Classification and Compensation (Class & Comp) Specialist position. This position will be responsible for managing the existing classification and compensation plan for all City departments and analyzing all new position (classification) and reclassification requests. The Class & Comp Specialist will work with the HR Director and the City Manager to plan, develop, and implement new and revised compensation programs, policies, and procedures.

Other responsibilities of this position will include working with Human Resources Information Software (HRIS) and Information Technology staff to ensure that the system meets compensation needs and is updated to reflect changes to salary structures, bonus programs, etc. The Class & Comp Specialist will also be available to assist managers and employees with compensation-related issues, and should serve as the HR Department's diversity and Equal Employment Opportunity coordinator. These latter responsibilities are appropriate given the Class & Comp Specialist's role in ensuring equitable compensation for all employees across the City organization.

A classification and compensation plan that is continuously maintained by dedicated staff results in fewer reclassification requests, job dispute grievances, and pay equity issues. It can also help improve employee morale and becomes a solid basis for evaluating work performance. Assuming this position is paid at the midpoint range for Grade 13 (similar to the current HR Generalist position), the estimated total compensation cost for a Classification and Compensation Specialist is approximately \$72,300 including base salary, taxes, health, dental, and vision benefits.⁵

Workforce Development

Workforce development, particularly related to training and professional development opportunities, is another core functional area that should be developed in the HR Department. As the Department transitions into becoming more of a strategic business partner, there are opportunities for HR to assist in supporting the organization's greatest assets – its employees. Caring for employees can best be explained as “developing policies, programs and practices that support the employees’ physical, social, familial, mental and financial well-being which allow the employees to bring their best selves to work.”⁶

It is essential that employees are provided with the necessary tools for success. Training and development can provide employees with the skills to succeed in their current position as well as prepare them for career advancement. In focus groups and survey responses, HR customers requested significant additional attention to workforce development opportunities such as supervisory and management training. Additional focus on developing this function will require a mixture of process and structural changes designed to create staff capacity and set known expectations among City staff.

Recommendation 7: Establish an employee Workforce Development Program.

The Human Resources Department's Risk Management Officer currently provides City staff with regular safety and risk management training, with additional support from other HR staff as needed. This position is also tasked with other major functions, such as wellness programming and workers' compensation administration, which require significant staff time and attention. As a result, there is little staff capacity to develop training programs beyond safety and risk management issues, and the Department does not maintain a formal, comprehensive employee Workforce Development Program.

In high-performing HR organizations, workforce development programming plays a critical role in educating the workforce and retaining skilled employees. Effective workforce development programs create an environment of continuous learning where employees are encouraged to participate in

⁵ This estimated cost calculation assumes the Classification and Compensation Specialist will be paid \$51,751 at the midpoint of Grade 13 (the same pay grade as the HR Generalist) and includes 7.65% additional costs for employer Social Security and Medicare taxes as well as \$16,575 in estimated employer health, dental, and vision insurance premiums.

⁶ IPMA-HR2020 – Shifting Perspectives: A Vision for Public Sector HR

improving their skillsets and applying these skills to their current jobs. These programs are also designed to provide employees with the tools and opportunities to prepare them for career advancement.

It is recommended that the City establish a formal Workforce Development Program designed to achieve several goals. First, the Program should seek to understand perceived training needs in the organization, such as by surveying employees to determine where training deficiencies or needs exist within the organization. Alternatively, HR staff should evaluate performance reviews and look for common themes in terms of areas of improvement or professional development needs, and then create corresponding training programs.

Workforce development programs typically offer employee training that touches on several themes and categories related to law, culture, and safety practices. Examples of these training and development topics that impact all employees include:

- Respect in the Workplace
- Workplace Communication
- Time Management
- Project Management
- Safety
- Cultural Competence/Diversity
- New Employee Onboarding
- Negotiation Skills
- Computer/Technical Skills
- Management and Supervisory Development
- Managing Generations in the Workplace
- Customer Service
- Business Writing
- Social Media
- Accounting/Budget

Other workforce development programming should be tailored to employees with specific needs and duties in the organization, such as supervisors and managers. One of the common themes heard during interviews was that the City did not provide training or support for supervisors and managers. This can create inconsistencies in how policies, procedures, and processes are implemented throughout the organization as well as accountability issues with staff.

As HR develops training programs, it should create a “Supervisors Series” training program that focuses on developing the skills of aspiring, newly appointed and long-term supervisors looking to enhance their skills. A Supervisors Series or Training Program should focus on topics such as:

- The Core Values of a Successful Supervisor
- Time Management
- Performance Management
- Effective Communication
- Employee Relations
- Importance of Documentation and Follow-up
- Developing a Mentoring and Coaching Plan

- How to Properly Delegate and Hold Employees Accountable
- How to Manage Conflict
- How to Motivate Employees
- How to Provide Positive and Constructive Feedback
- Selecting and Hiring Employees
- Diversity in the Workplace

“When leaders value their employees as a critical part of the [organization’s] success, they treat training and development as a top priority. Great workplaces foster a culture of learning, and provide all employees a variety of channels to further both their professional growth and personal interests.”⁷ When employees know they are cared for and being invested in, they have a better view of the organization, and morale goes up. As morale increases, employees tend to work harder and more efficiently. It is easier for an organization to retain employees who feel valued, are satisfied, and believe there is an opportunity for future career advancement.

Investing time, energy, and funding into a formal Workforce Development Program can have long-term benefits for the organization, including improved job satisfaction and reduced employee turnover.⁸ Formalizing this program will have the added benefit of creating known professional development opportunities for City staff and will help to ensure that the City will maintain an educated, knowledgeable, and diverse workforce.

Recognizing the limited number of staff within the Human Resources Department, it is not reasonable to expect HR staff to conduct all the training sessions and workshops, but staff will need to coordinate and schedule trainings and workshops. It is not unusual for organizations to outsource training. According to industry surveys conducted by the Society of Human Resources Management (SHRM), approximately 46% of organizations outsource training and development programs partially or completely. Many organizations base decisions to outsource on available expertise and service level expectations. The City may also find that in-house expertise on topics such as finance, technology, and communications may be leveraged to train staff. Other training opportunities may exist using webinars, online training courses, and partnerships with the local higher education institutions in the surrounding area.

Recommendation 8: Revise the current performance appraisal process.

Aside from creating additional development opportunities for City staff, a second core component of workforce development involves regularly assessing employee performance and providing appropriate feedback. The City requires that employee performance reviews are completed each year. According to the City’s Personnel Policy, “Merit reviews shall be conducted each year on a designated date prior to July 1 by the employee’s supervisor. An employee service rating form is completed and forwarded to the Department Director for approval. The supervisor will advise the employee of the rating given and discuss any positive or negative aspects of the rating. The Personnel Officer will provide forms necessary to affect these merit procedures. Annually, the City Council shall determine the amount of employee pay raises to be awarded based on the performance ratings scale and budgetary considerations.”⁹

This commitment to annual performance reviews is commendable. Annual reviews, as well as more frequent check-in conversations, ensure that supervisors and staff communicate about performance,

⁷ Great Place to Work® - 15 Practice Areas Critical to Achieving a Great Workplace, July 2015

⁸ Adapted from *The Benefits of Employee Training and Development*

⁹ City of Lee’s Summit Personnel Policy

expectations, and aspirations. In a well-structured functioning performance system, these reviews and conversations can strengthen management and employee relationships. The most effective performance review processes are those that are used as a professional development tool that supports employee development and organizational accountability. The HR Department should work with departments to ensure that annual reviews, as well as frequent check-ins, are taking place.

A common concern expressed by focus group participants included frustration with the City's current performance appraisal process. Many staff members felt that the process was outdated, ineffective, and inconsistent. While some departments are completing reviews regularly and on-time, others are not. Additionally, while some supervisors develop annual goals and/or an annual work plan with employees, this is not a universal practice. During interviews, many participants shared that they had never been trained or provided direction on how to properly evaluate an employee, or effectively conduct a performance evaluation with an employee. The result is limited accountability regarding how performance appraisals are conducted throughout the organization, which contributes to employee perceptions of the current system as unfair and insufficient.

Additionally, some of the performance review tools utilized by the City are outdated. The performance appraisal form used for hourly employees was last updated in 2008, while the form for exempt non-supervisory positions was updated more recently in May 2017.

Given the impact of performance appraisals on compensation as well as supervisory relationships across the City, it is recommended that the City revise the current performance appraisal process. This includes updating the review tool used throughout the organization and providing adequate training to supervisors. Training sessions should be incorporated into the Supervisors Series described previously in this report, and should include tools and skills necessary to engage in productive and meaningful conversations with staff, techniques for tackling difficult conversations, and tips on how to provide constructive feedback.

Recommendation 9: Create a Workforce Development Specialist position.

The proposed Workforce Development program and changes to the City's performance review processes will likely require significant staff time and attention to implement and maintain. As indicated previously, the HR Department does not currently dedicate a staff member to training and development – these responsibilities are part of the Risk Management Officer's job description.

It is unreasonable to expect the Risk Management Officer to manage several significant, time-intensive functions and programs, particularly when it is necessary to further specialize and develop those programs as discussed in this report. To effectively foster an environment of continuous learning for the City of Lee's Summit and implement a robust Workforce Development Program, it is recommended that the City create a Workforce Development Specialist position. This position would be responsible for formalizing the Workforce Development Program and associated training curriculum, as well as revising the City's performance review process.

Importantly, the Workforce Development Specialist should partner with internal subject matter experts, such as the Risk Management Officer and the Information Technology Director, regarding employee training needs and incorporate required safety or technology training into the training program curriculum. Also within the scope of employee training, the Workforce Development Specialist will be responsible for coordinating and leading the Employee Onboarding Program, and will work with outside

providers to identify training opportunities for the organization including workshops, speakers, classes, and partnerships.

This position will also play a critical role in the dissemination of City policies to current employees, and should be available to assist and coach supervisors; work with individual employees to develop training or professional development plans; and track, evaluate, and report on training outcomes. Assuming this position is paid at the midpoint range for Grade 13 (similar to the current HR Generalist position), the estimated total compensation cost for a Workforce Development Specialist is approximately \$72,300 including base salary, taxes, health, dental, and vision benefits.¹⁰

Safety and Wellness

Safety and wellness functions are examples of other critical areas that should be addressed in high-performing HR organizations. These functions include preventive measures, such as building a culture of safety awareness and promoting healthy lifestyles among employees, as well as employee benefits such as health and dental insurance. For Human Resources staff to support the needs of all Lee's Summit's employees, it is essential for the Department to develop appropriate tools and programs designed to support employee well-being. Currently, HR staff provide the organization with such services as benefits administration (medical, dental, vision, disability), FMLA requests, a safety program and training, workers' compensation, and an employee wellness program.

Recommendation 10: Issue a request for proposals for workers' compensation claim management software.

As with hiring and recruitment functions, it is important for the HR Department to capitalize on technological advancements to maximize available staff capacity and leverage existing resources more effectively. With respect to safety and wellness functions, the City's current workers' compensation process is ripe for modernization and improvement. Workers' compensation administration is currently the function of the Risk Management Officer. Much of this work is manual, time-intensive, paper-based, and involves processing applications, scheduling doctor's appointments, coordinating care with employees, and filing physical paperwork. The current process was mentioned by survey participants and across focus groups as an example of a cumbersome interaction with HR staff.

The amount of paperwork generated by workers' compensation requests has a direct impact on staff's capacity to adequately coordinate care for additional cases. Processing these claims, particularly when they are on paper, requires significant staff time and detracts from HR's ability to provide additional safety and wellness services. Additionally, staff have limited data tracking and performance measurement capabilities under the current system, which consists of mainly inputting and managing data and information in Microsoft® Excel. The organization could benefit from a workers' compensation claim management software program, which would be designed to automate and manage claim administration as well as assist with reporting.

Workers' compensation claim management software programs create a single electronic folder for each employee's case and can integrate multiple sources of information and data such as medical

¹⁰ This estimated cost calculation assumes the Workforce Development Specialist will be paid \$51,751 at the midpoint of Grade 13 (the same pay grade as the HR Generalist) and includes 7.65% additional costs for employer Social Security and Medicare taxes as well as \$16,575 in estimated employer health, dental, and vision insurance premiums.

examinations, compensation board determinations, prescriptions, treatments, re-evaluations, and often appeals. In addition, the systems can help easily track and manage medical costs, wages/disability rates, lost time cases, employee injuries, and other employee safety issues. These software tools allow users to quickly enter and identify long-term disability, short-term disability or medical-only cases and assist with Occupational Safety and Health Administration (OSHA) reporting. Their flexible database design and user interface allows users to link pertinent claim data to employee records in order to maintain a comprehensive history.

A benefit of workers' compensation software tools is the elimination of paper forms and reduced time involved in processing requests. Software capabilities now permit HR staff to input all data through a web-based interface that can be reviewed, updated, and approved by the employee, the employee's supervisor, and HR managers as necessary throughout the process. This eliminates the requirement to complete, transport, transcribe, file, and maintain paper records.

To streamline the process, improve data tracking and claim management, as well as increase staff capacity, the City should issue a request for proposals for workers' compensation claim management software. If possible, vendors should provide solutions that are compatible with the City's existing software platforms such as Lawson™, the City's current enterprise resource planning software solution.

The implementation of a workers' compensation claim management software program will accelerate the processing of claims, reduce the cost of claims processing, as well as automate and streamline the process for HR staff as well as City employees who need to file a claim. The utilization of software to accomplish claim management tasks will also reduce transcription errors and time associated with managing paper copies, as well as create a dataset that can be queried to evaluate employee performance and workload trends.

Recommendation 11: Reclassify the Risk Management Officer as a Safety and Wellness Specialist.

As previously stated, the Risk Management Officer is currently responsible for safety and wellness functions, as well as employee training. By transferring responsibilities for most training and workforce development efforts to the Training and Development Specialist, the Risk Management Officer's primary duties will consist of efforts to improve the organization's safety culture and foster improved wellness among City employees. In short, the Risk Management Officer will take on a more specialized safety and wellness role in the organization.

This specialization justifies reclassifying the Risk Management Officer position as a Safety and Wellness Specialist for the HR Department. While the Safety and Wellness Specialist will still be responsible for coordinating the City's workers' compensation program and developing additional safety and wellness programming, implementing other recommendations in this report will fundamentally change how the Safety and Wellness Specialist provides services to City staff and interacts with other HR Department personnel. Because the scope of the Safety and Wellness Specialist's responsibilities would narrow and exclude most training functions, adjustments to this position's compensation are not immediately warranted.

First, by leveraging software and electronic tools, the Safety and Wellness Specialist will be able to undertake a more comprehensive, analytical approach to workers' compensation and administration. This will free the Safety and Wellness Specialist to engage in more robust safety analysis and wellness programming that touches all City departments.

Secondly, the Safety and Wellness Specialist will be required to work in close concert with the Training and Development Specialist to develop effective, regular safety training programs and events for City staff. A primary goal of these efforts should be to devise and procure relevant safety trainings for all departments that address specific operational concerns in each department. This position should also be responsible for planning and administering the City's annual Safety Fair events.

Third, additional capacity created by modernizing paper-based processes and reassigning training responsibilities will allow the Safety and Wellness Specialist to devote additional time to developing attractive wellness program options and useful incentives for engaging City employees. While the Risk Management Officer has performed commendably by planning wellness events such as Turkey Trots, lunch walks, and other educational events, a lack of staff capacity prevents the Risk Management Officer from expanding on these initiatives. In many ways, the goal of reclassifying the Risk Management Officer to a Safety and Wellness Specialist is to help encourage staff in this position to devote additional time to wellness issues and implement innovative safety and wellness initiatives. This emphasis and additional staff capacity will help the HR Department to more fully embrace safety and wellness issues.

Employee and Labor Relations

Employee relations functions often include a wide range of activities, such as identifying workplace issues, investigating employee complaints and misconduct, and ensuring HR compliance with employment laws and regulations. Employee relations also involves working directly with supervisors and managers to provide coaching and support during difficult staff issues and conversations, particularly during difficult performance appraisals or discipline cases. Employee relations staff often serve as a resource for supervisors and help provide tools such as assistance developing employee performance improvement plans and providing explanations regarding the organization's discipline and/or grievance process.

Employee relations often includes labor relations, which includes negotiating union contracts or collective bargaining agreements, working with union stewards, and handling employee grievances covered by the contracts as well as the mediation and arbitration processes. In some organizations, like Lee's Summit, there may be multiple unions and contracts, as well as non-union employees. This environment can create challenges for management, and it is important for HR to be familiar with and understand each contract so that it can effectively support both staff and management.

The relative intimacy of these interactions and conversations often makes employee relations a highly challenging function for HR organizations to successfully administer because they directly relate to the relationship between the employer and employee. However, successfully navigating these relationships and delivering essential employee relations services is crucial to any organization. Successful employee relations functions provide sound guidance and demonstrate fair and consistent treatment of all employees.

Recommendation 12: Assign responsibilities for employee and labor relations functions to the HR Director.

Without a permanent HR Director and a lack of relevant expertise among existing staff, the HR Department is currently unable to take a leadership role on employee relations issues. Consequently, most issues involving discipline, labor union negotiations and concerns, grievances, or policy interpretation are handled by the City Attorney's Office or the Director of Administration.

It should be noted that assigning employee relations concerns to other departments (particularly the City Attorney's Office) was a common practice prior to vacancies in the HR Director's position. However, this division of responsibilities is not sustainable over the long term because not all employee relations questions are legal questions. Ideally, staff support for employee relations should come primarily from Human Resources with additional input from legal staff when necessary.

To help develop this expertise, it is recommended that all responsibilities for employee and labor relations functions be assigned to the HR Director once the position is filled. The Director will have the opportunity to revise, develop, and implement as well as reinforce the importance of fair and consistent employee relations policies in the organization. This includes such things as reviewing and updating the Personnel Policy and developing new tools such as an *Employee Handbook* and *Supervisors Handbook*. In addition to helping develop and reinforce these policies, the Director will also provide advice and counsel to managers and supervisors regarding personnel practices, policies, and employment laws.

The HR Director should also be responsible for administering and interpreting labor agreements, administering grievance procedures, and providing labor relations support during contract negotiations. These tasks require close coordination with the City Attorney's Office and the City Manager, and thus fall appropriately into the scope of the HR Director's responsibility.

Assigning employee relations functions to the HR Director creates an environment where the HR Department is not only providing transactional services, but meeting the broader needs of the organization and serving as a strategic business partner to cultivate productive working relationships with employees. In this role, the Director will be helping to strengthen relationships between management and employees – both union and non-union – throughout the organization.

In the future, if employee relations functions prove to be a significant workload responsibility, the City should consider creating a dedicated employee and labor relations position to coordinate contract agreements as well as disciplinary investigations.

Policy Review

An area of particular concern for Department staff and internal customers involves the HR Department's role in human resources policy formation and interpretation. The development and distribution of effective City policies touches all of HR's core functional areas and represents a critical focus area for the HR Director. Streamlining policy formation and distribution achieves several important functions for the City, including:

- Defining values and expectations
- Ensuring the organization is following local, state, and federal laws/requirements
- Encouraging transparency, consistency and equity throughout the organization
- Providing management with the tools to make consistent decisions
- Protecting employees and management

Recommendation 13: Create a Policy Advisory Committee led by Human Resources to periodically evaluate and update City policies.

The City currently maintains a *Personnel Policy* that is updated as needed and was last revised in January 2014. It is a detailed document outlining many of the organization's operations, rules, and regulations,

and serves as a useful tool for supervisors and management to utilize when working with employees and managing their departments. It specifically provides guidance regarding employment, compensation, benefits, rules and regulations, travel and training, safety and risk management, separation, and financial policies. Employees often reference the policy manual when seeking information about their health benefits, leave accrual, and the City's grievance policy.

Traditionally, an organization's policy and procedures manual is an in-depth document that outlines how an organization operates. As noted in the City's *Personnel Policy*, "It is the purpose of these Personnel Policies to establish guidelines and procedures which will be followed by the City in the administration of its personnel system and administration."¹¹ The manual itself appears to be designed more for management and supervisors, while information can be accessed by employees. In addition, it protects the organization as many of the local, state, and federal regulations are included in the *Personnel Policy*.

Based on focus group and survey feedback, there is a clear need for HR to play a more proactive role in City policy formation and education. To accomplish this, the HR Director should create a Policy Advisory Committee (PAC) to periodically evaluate and update City policies. Committee membership should consist of a subset of the Management Team. The committee should review existing policies, propose uniform interpretations for City departments, evaluate the unintended consequences of policy changes, and assist with education initiatives.

One of the first goals of the PAC should be to create a clear distinction among the City's existing policy areas. Many organizations have begun developing both a *Personnel Policy* as well as an *Employee Handbook*. An essential difference between these documents is that the personnel policy manual contains a comprehensive compilation of City-related policies, including supervisory and management policies, whereas the employee handbook is crafted with employees in mind and is easier to read and understand. Employee handbooks often contain other general information about the organization such as its mission, vision, and goals as well as an organizational chart and job classifications. Information on bargaining units may also be included. Employee handbooks are often provided to employees during the onboarding process, in addition to the organization's policy manual.

A second goal to be considered by the PAC is consistency. While policies will impact different departments in various ways, all departments should implement policies uniformly. This ensures all staff follow consistent practices and safeguards against employee equity concerns. An essential function of the PAC will be to brainstorm policy positions that can be implemented across departments, and to evaluate potential unintended consequences that may impact some departments more than others.

Third, the PAC should provide input on training and/or information sessions for employees related to policy changes. The HR Department can then act on this input to provide meaningful policy information to staff, as well as create opportunities for employee feedback.

Recommendation 14: Review and update the City's *Personnel Policy*.

While the PAC will serve as an important resource for the HR Director, the real work of creating and proposing revisions to the City's *Personnel Policy* should be assigned to HR. While the City's current *Personnel Policy* has been updated many times, most recently in 2014, the document itself is rather disjointed and is missing several critical pieces that relate to the work environment and employee relations. Over time, many of the document's sections have become rather large in scope, featuring many

¹¹ *Lee's Summit Personnel Policy*

different topic areas. These larger sections should be condensed into a more manageable, easier to understand document.

Along with condensing and reorganizing policies contained in the existing manual, it is important for HR to standardize terms used throughout the document. The manual uses several outdated terms such as City Administrator and Personnel Director interchangeably with the terms City Manager and HR Director. It should be noted that while the definition section of the document does reference these terms, they are not used consistently throughout the document. While there is a definition section, it is only provided for the Employment section of the manual. As the manual is updated, the City should determine a consistent way to handle definitions or decide to remove them all together.

Another important piece missing in the current manual is language referencing Management Rights and/or functions. Because the City has labor organizations and the associated contracts, it is important that it clearly define its rights. Oftentimes, if issues are not specifically outlined in a union contract, the City's *Personnel Policy* takes precedence (or if there is conflict, the contract takes precedence). That being the case, it is important for the City to clearly define the rights and role of Management.

Sample language relating to Management Rights and/or Functions within the manual include the following:

Management Rights

Except as otherwise provided by law, contract, or elsewhere in this Manual, management reserves the right to operate and manage the City. These rights include, but are not limited to, the right to:

- Direct employees.
- Determine the methods, means, job classifications, and personnel by which operations are conducted and subsequently hire, promote, transfer, assign, and retain employees.
- Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and/or non-productive.
- Maintain the efficiency of operations.
- Establish minimum performance standards, methods, and processes by which work is performed.¹²

While the manual does include language stating the City Manager has the authority to approve amendments to the manual, it does not explain why these changes may be necessary or how they would be communicated throughout the organization. It is recommended that sample language like the following be included in the update:

Changes and Updates

The policies, procedures, and benefits in this Manual may be altered at any time by the City Manager or because of action taken by the City Council, Congress, Missouri General Assembly, or courts. Procedures and practices are subject to modification. Changes will be provided to employees when necessary. When a policy, procedure, or benefit is altered, employees will

¹² City of Great Falls Personnel Policy Manual, 2016

be notified in writing or by electronic means through supplements to this Manual. This Manual will also be updated on the City intranet.¹³

Disclaimer

The policies and procedures established and set forth in this Policy Manual provide guidelines for the supervisors and employees during employment with Lee's Summit to ensure, to the extent practicable, uniformity and nondiscriminatory application of conditions of employment.

Nothing is intended to, nor shall it be construed or interpreted, to create contractual or vested rights for employees with respect to continued employment, benefits, policies, procedures or any other provisions of this Manual other than those rights created by applicable state or federal law.

If any of the provisions of these policies conflict with a negotiated labor agreement, the labor agreement will take precedence to the extent applicable.¹⁴

After careful review of the City's existing *Personnel Policy*, it is recommended that the following sections be reviewed and updated to meet human resources best practices.

Table 13: Review of Lee's Summit Current Personnel Policy

Section of Personnel Policy	Opportunities for Improvement	Suggested Improvements/Best Practices
Personnel Policy Manual - Purpose	Limited information is included in this section.	This section is often utilized to include general organizational introduction information such as structure of government, organizational philosophy (mission, vision, etc.), applicability of the manual, acknowledgement of receipt, Equal Employment Opportunity Statement, and management rights.
Employment – Definitions	Definitions are provided sporadically throughout the Policy Manual and not in a consistent manner. Terms are not used consistently throughout the document. The Employment Section is the only section to include definitions; while some policy statements include definitions, others do not.	Definitions should be provided for the entire <i>Policy Manual</i> in a consistent format or removed completely. Many manuals do not include definitions.
Employment – Equal Employment Opportunity (EEO)	EEO Language appears to be outdated (reference to Personnel Officer, recruitment and advertising language outdated, etc.).	Revised language should include language regarding compliance with the American with Disability Act (ADA). EEO policy/compliance statements are often included at the beginning of a <i>Policy Manual</i> , versus the employment section.

¹³ Adapted from the City of Peachtree (2013), City of Great Falls (2016) and County of Fairfield (2017) Personnel Policy Manuals

¹⁴ Adapted from the City of Great Falls (2016) and County of Fairfield (2017) Personnel Policy Manuals

Section of Personnel Policy	Opportunities for Improvement	Suggested Improvements/Best Practices
Employment – Hiring Policy	Hiring language needs to be updated; certain steps are not included in the Hiring Policy.	Revised language should include a standardized selection and recruitment policy; manuals often include the entire recruitment process – from vacation of position, creation of job description, to placement of position announcement to the screening of applications, interview process, and selection. Standardize in-house posting of positions. Determine when it is required and for how long.
Employment – Background Checks	Opportunity to incorporate multiple sections and condense language.	Background check language is often included in the Recruitment/Hiring section or in a Prerequisites for Initial or Continued Employment section that incorporates medical tests, drug testing, and other job-related reference checks (while this language is included in the existing <i>Policy Manual</i> , it is not found in one location).
Employment – Residency Requirements	Currently the <i>Policy Manual</i> includes language about residency requirements.	Residency requirements are not typically included in a <i>Personnel Policy Manual</i> ; many municipalities have moved away from these types of requirements. Language may be included in labor agreements regarding response times.
Compensation – Merit Increases	This section does not include language regarding the City's performance review (service rating) process or how a merit increase is achieved.	Language should be added specifically about the City's performance review process including the purpose of reviews and their frequency.
Benefits – Accrual Maximums (sick and vacation)	The City has established different vacation and sick time accrual rates (and maximums) for regular and shift employees. This policy may be creating a financial and personnel burden for the City.	Most organizations base leave accrual on years of service; not type of work. In some cases, labor contracts may stipulate different pay or leave accrual rates, but not in the <i>Personnel Policy Manual</i> . The City should review and evaluate this practice.
Benefits – Vacation Payout	Currently the City has a policy that allows an employee to be paid out if they are unable to take a vacation due to work. While this is a nice benefit for those employees it creates a financial burden for the organization.	The existing language does not limit the amount of vacation time that can be paid out in cash or taken as time on the job.
Benefits – Bereavement Leave	The City's current policy is bereavement leave of 3 days with pay (two more days can be requested without pay).	Policies tend to range from 3-5 days of paid bereavement leave. 5 days for immediate family members and 3 days for extended family. Policies often have language allowing directors/department heads the ability to make exceptions when needed.
Benefits – Personal Leave	All regular employees are granted 16 hours (2 days) of personal leave each year. This policy did not differentiate between regular and shift employees. This is in addition to sick and	Multiple categories of leave can lead to confusion and error. Some organizations have switched to a simplified paid time off (PTO) option with all leave accrued in the same

Section of Personnel Policy	Opportunities for Improvement	Suggested Improvements/Best Practices
	vacation leave. The City has multiple categories of leave, which can create confusion for both employees and supervisors.	bucket. Another option would be for the City to incorporate the existing personal leave into vacation accrual and increase the annual accrual rate.
Rules & Regulations	This section appears to be utilized as a catch-all when new policies and topics are added to the manual. It includes a wide range of topics including the Code of Ethics and Attendance to the City's Grievance and Sexual Harassment Policy to the Use of City Equipment and Property.	These topics should be divided into smaller sections that better fit the topic. Better section headings include: Problem Resolution and Grievance Procedure, Discipline, Violence in the Workplace, Substance Abuse in the Workplace, Ethics and Standards of Conduct, Technology Policies, etc.
Rules & Regulations – Code of Ethics	The City's Code of Ethics Policy deals specifically with the integrity and honesty of employees, fair and equal treatment, confidentiality, conflicts of interest, and complaints/procedures. Many important ethical issues are included within the conflicts of interest topic area. There is an opportunity to create a stand-alone section that deals specifically with Ethics and Standards of Conduct.	Most policies include a specific Code or Standard of Conduct (expectations for employees) for Employees within the Ethics Section. In addition, the Ethics section covers topics such as nepotism, conflict of interest, confidential information, political activity, public statements, outside employment, dress code, etc. While the <i>Lee's Summit Policy Manual</i> includes many of these topics, they are spread out or included within other sections (e.g., nepotism and off duty employment is included in the Employment section).
Rules & Regulations – Attendance and Punctuality	This section does not include language on the scheduling of work and does not include a definition of "absent" or what an employee should do if they know they are going to be absent from work. The Sick Leave section includes language that the City may require a note from the doctor if an employee is out more than three days, but no process is included about reporting an absence.	Policies often include language on time and attendance and the schedule of work. This would include the operating hours of City Hall or stating that employees report to work at the time and place set by their supervisor. Language is traditionally included about what to do if an employee is going to be absent or late to work; the existing policy states what is an exception.
Rules & Regulations – Provision and Use of Portable Communication Devices	The Employee Telephone Use and Computing Policy was removed from the Personnel Policy Manual and placed online.	Most policy manuals include some language about a standard code of conduct relating to technology, e-mail, internet, social media, etc.
Rules & Regulations – Disciplinary Actions	The <i>Policy Manual</i> outlines in detail the City's classification of discipline offenses. However, it does not include the Disciplinary Process. The manual states that the City has established a process to address disciplinary issues but it is not included nor is a reference.	Most policies include a definition and Discipline Statement as well as a Discipline Policy and the associated progressive steps, both informal and formal (e.g., corrective counseling, oral warning, written warning, suspension, discharge).
Travel and Training – New Employee Orientation	New Employee Orientation appears out of place in this section.	Most policies include the New Employee Orientation in the Employment section. This section does not include any general

Section of Personnel Policy	Opportunities for Improvement	Suggested Improvements/Best Practices
		information about the City's commitment to professional development and/or training.
Separation	This section does not include information on involuntary terminations.	Most policies include language about involuntary terminations or "at-will employment."
Separation – Layoffs, Downsizing, Outsourcing	Language is very short and brief and does not detail the process for layoffs, reduction in force, downsizing, etc. or the recall of employees.	Most policies include language regarding management rights, as well as the lack of work and funds. In addition, there is traditionally a process included for the layoff and recall of employees.
Administrative and Financial Policies	This section includes such things as debt management, bond sales, refunding debt, and federal arbitrage as well as the City's Cash Receipt and Audit Policy.	Most personnel policy manuals do not include Administrative and Financial Policies. These are best included in stand-alone Financial or Purchasing Policies. Only those financial policies relating to personnel issues would be included in a Personnel Policy (compensation, travel, training, education, time and attendance, etc.).

Many topics are not included in the existing manual, which should be considered for inclusion as the HR Director begins reviewing and updating the *Personnel Policy* with the PAC:

- Management Practices & Rights
- Employee Conduct & Rights/Standard of Conduct
- Reduction in Force/Recall Process
- Americans with Disability Act
- Employee Performance Appraisals, Performance Improvement Plans
- Learning and Professional Development
- Progressive Disciplinary Procedures
- Technology/Social Media/Computer Usage
- Public Statements
- Time Records, Time Entry, and Payroll
- Termination (Involuntary)
- Conflict Resolution
- Workplace Bullying Policy
- Maternity/Paternity Leave Policy
- Wellness Program/Policy
- Whistleblower Policy
- Public Records Policy
- General policy on the review and update of organization policies

A sample *Personnel Policy* table of contents is included in Appendix B. An updated *Personnel Policy* table of contents would include the following sections:

1. Organizational Philosophy
2. Introduction and General Information
3. Administration
4. Ethics and Standards of Conduct
5. Employment Policies
6. Compensation
7. Benefits
8. Risk Management
9. Problem Resolution and Grievance Procedure
10. Disciplinary Policy
11. Harassment in the Workplace
12. Violence in the Workplace
13. Substance Abuse in the Workplace
14. Technology Policies
15. Travel and Expense Policies
16. Receipt and Acknowledgement Form

Having an updated and revised *Personnel Policy* for the City of Lee's Summit will benefit both management and its employees. A clearly written *Personnel Policy* with policies and procedures that are updated and followed consistently provides transparency and structure within the organization. Once revised, the manual should be developed to serve as a useful tool for management as well as employees, and should be reviewed and updated regularly (at least every 2-3 years). This ensures that the *Personnel Policy* is current, reflects the organizational policies, follows local and state laws, and addresses other changes throughout the organization.

Recommendation 15: Create an *Employee Handbook*.

Many municipal organizations today have chosen to implement an *Employee Handbook* in addition to the traditional *Personnel Policy*. While the *Employee Handbook* incorporates many of the same elements of the policy manual, they are intended to be more employee friendly. *Employee Handbooks* are a way to communicate an organization's expectations including work rules, standards, and policies as well as the consequences for not meeting those expectations. Handbooks are usually first presented or reviewed with employees during onboarding or at New Employee Orientation.

It is recommended that the HR Director create an *Employee Handbook*. The established PAC can be utilized to help the Director create, organize, and develop the final product. An *Employee Handbook* has relevance to every employee of the organization regardless of position, title or job duties. Ideally, the handbook should provide useful information and help answer employee questions and reduce confusion in the workplace. However, the success of an *Employee Handbook* is dependent on what is included and how well it is written.

The *Employee Handbook* should generally include summaries of the policies and procedures that are described in greater detail in the City's *Personnel Policy*. The handbook should be clearly written and for the most part should avoid legalese, although certain topics in the handbook must be drafted to ensure maximum legal protection (e.g., employment-at-will and benefits disclaimers).¹⁵

¹⁵ *Must Haves for Effective Employee Handbooks*, Bond, Shoeneck & King, 2012

A well-developed *Employee Handbook* can be a tool for employees, a guide for managers, and is an effective way to communicate the organization's expectations. Employees often reference the *Employee Handbook* for items such as safety and security, and for understanding the organization's processes for handling items such as grievances, attendance issues, workers' compensation, and FMLA.

As mentioned earlier in this report, the City has both union and non-union employees. As such, the *Employee Handbook* should mention that fact, and include language that indicates that if an employee's position is part of a recognized bargaining unit, the employee should always consult his or her labor agreement.

Topics often included in an *Employee Handbook* include: the organization's vision, mission and values, Integrity and Ethics, Employment Policies, Employee Communications, Compensation and Benefits, Leave/Time and General Organizational Information. A sample table of contents from an *Employee Handbook* is included in Appendix C.

There are several benefits to having an *Employee Handbook*, in addition to the organization's *Personnel Policy Manual*:

- Introduces employees to the organization
- Communicates expectations
- Educates employees about what they can expect from management/leadership
- Ensures policies are clearly and consistently communicated
- Provides benefits information
- Ensures compliance with federal and state laws
- Helps defend against employee claims
- Educates employees on where to turn for help¹⁶

It is important to always have employees acknowledge that they have received a copy of the *Employee Handbook*. This should also be done each time it is updated or changed. Employees should be provided access to a copy of the handbook, whether at New Employee Orientation or through their supervisor and it should also be made available electronically on the City's website or intranet.

¹⁶ Adapted from HR Management – *8 Reasons You Should Have a Company Employee Handbook*, May 16, 2017

Conclusion

The recommendations in this report are designed to address the HR Department's high-priority needs by laying the groundwork for more effective leadership and emphasizing the development of core HR functions. Diligent attention to these issues will create the staff capacity necessary to transform the Department by filling vacant positions (particularly the HR Director position), creating additional positions to perform needed functions, and streamlining processes related to HR's primary customer service responsibilities. The intended result is an HR Department that can function as a strategic business partner, working with all departments to accomplish their goals.

Implementing the recommendations in this report will result in the proposed organizational structure illustrated in the following figure. New and modified positions appear in green boxes.

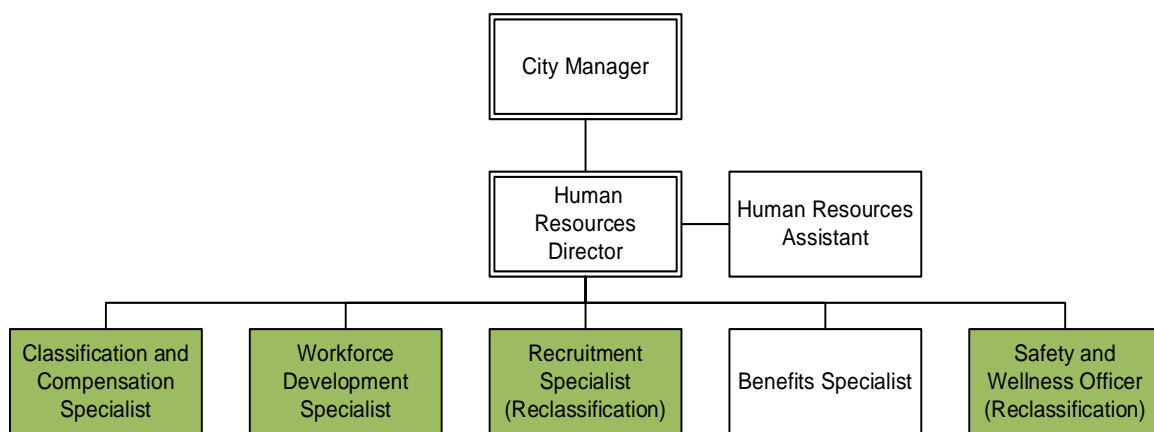


Figure 5: Proposed Human Resources Department Structure

It is essential that HR staff undertake specific responsibilities and tasks that are directly related to their primary service areas. It will be the HR Director's responsibility to assign, supervise, and manage these tasks, as well as to develop staff's capacity to backfill for each other where appropriate. The following table lists core primary responsibilities and tasks associated with each position in the HR Department's proposed structure. This information should be utilized to update relevant job descriptions or create new job descriptions where appropriate. It should also be noted that the new HR Director must be provided the latitude to make adjustments to these assignments as needed, based on workload, skill sets, or other organizational needs.

Table 14: Human Resources Proposed Primary Responsibilities and Tasks

Position	Proposed Primary Responsibilities and Tasks
HR Director	Provide strategic guidance on human resource issues as a member of the Management Team
	Supervise HR functions
	Develop and implement HR policies and programs
	Recommend changes to employee status (hiring, firing, etc.)
	Prepare HR budget

Position	Proposed Primary Responsibilities and Tasks
	Manage employee relations with assistance from the Workforce Development Specialist
Human Resources Assistant	Provide administrative support to the HR Director
	Answer customer inquiries
	Update intranet/internet resources
	Assist with HR budget process
	Organize employee awards luncheons
	Track HR performance, workload, and data metrics
Classification and Compensation Specialist	Perform position studies for new hiring and recruitment efforts
	Perform survey salaries and associated analysis
	Manage the City's classification and compensation system
	Recommend appropriate salary changes and compensation policies to the HR Director
	Serve as Equal Employment Opportunity/Diversity Coordinator
Workforce Development Specialist	Create a comprehensive workforce development program for all City employees
	Schedule and provide relevant professional development training opportunities
	Coordinate closely with the Risk Management Officer to provide safety training
Recruitment Specialist	Manage the hiring/recruitment process, including job posting creation, ad placement, candidate selection, etc.
	Create and maintain talent profile
	Maintain job descriptions
	Provide relevant recruitment training to City staff
	Address general employee questions about recruitment
Benefits Specialist	Administer benefits programs (FMLA, health, dental vision, disability, life insurance, etc.)
	Oversee Lawson™ benefits module
	Coordinate enrollment and termination of benefits for employees
	Provide benefits-related training
	Manage third-party relationships
Safety and Wellness Officer	Develop and administer workers' compensation program (evaluate claims, negotiate discounts, schedule appointments, etc.)
	Manage safety policies and programs (including Safety Fair)
	Serve as ADA Coordinator
	Manage Wellness program
	Serve on City Safety Committee

The Lee's Summit Human Resources Department possesses strong staff resources and faces a unique opportunity to develop its core services. While these changes will benefit the Department and the City organization, it will take time and dedicated resources to develop the Department into a high-performing, strategic business partner for City staff.

Appendix A: Open-Ended Survey Responses

The following sections include open-ended responses received during the stakeholder survey. Numbers next to adjacent responses – e.g. (2) – indicate the number of respondents who used exact or highly similar verbiage. Names of individual employees have been deleted to preserve anonymity.

Please indicate three words you feel best describe the Human Resources Department today.

- Accessible - (2)
- Accommodating - (1)
- Adequate - (6)
- Adversarial/Difficult - (12)
- Antiquated - (16)
- Apathetic - (1)
- Below Average - (1)
- Benefits - (1)
- Blunt - (1)
- Bureaucracy - (1)
- Caring - (1)
- Changing - (2)
- Closed - (1)
- Condescending - (1)
- Confusing - (2)
- Customer-Oriented - (1)
- Dedicated - (2)
- Defensive - (1)
- Deficient - (2)
- Delegatory - (1)
- Dependable - (1)
- Director - (1)
- Disconnected - (3)
- Discounted - (1)
- Dispirited - (1)
- Distant - (2)
- Divided - (1)
- Dysfunctional - (25)
- Efficient - (1)
- Experienced - (1)
- Focused - (1)
- Fragmented - (1)
- Friendly - (14)
- Frustrating - (1)
- Functional - (1)
- Good Leadership - (1)
- Hardworking - (1)
- Helpful - (15)
- Improving - (2)
- Incompetent - (1)
- Incomplete - (1)
- Inconsistent - (5)
- Indecisive - (2)
- Indifferent - (3)
- Ineffective - (2)
- Inefficient - (5)
- Inflexible - (1)
- Knowledgeable - (8)
- Lack of Knowledge - (2)
- Lacking Resources - (3)
- Leaderless - (7)
- Learning - (1)
- Limited - (1)
- Manual - (1)
- Minimal - (1)
- Misguided - (1)
- Myopic - (1)
- Narrow-minded - (1)
- Necessary - (3)
- Negligent - (1)
- Nice - (1)
- Non-Trustworthy - (1)
- Not Respected - (1)
- Overwhelmed/Struggling - (15)
- Pedestrian - (1)
- Professional - (9)
- Reactive - (3)
- Regressive - (1)
- Resistant - (1)
- Resourceful - (2)
- Responsive - (9)
- Restricted - (1)
- Rigid - (2)
- Roadblock - (1)
- Scared - (2)
- Service-Oriented - (1)
- Slow/Stuck - (11)
- Taxed - (1)
- Understaffed - (14)
- Uneasy - (1)
- Unfriendly - (1)
- Unhelpful - (9)
- Unknown - (1)
- Unstable - (1)
- Unsupported - (1)
- Unsystematic - (1)
- Untrustworthy - (2)
- Useless - (2)

Please indicate three strengths of the Human Resources Department.

- Accessible – (2)
- Approachable – (2)
- Approachable / Accessible
- Availability – (4)

- Always seem available when needed
- Easy to contact – (2)
- Easy to work with, friendly staff
- Open Communications
- Telephone Access
- Accurate
- adaptive
- Tend to have candy available
- genuine compassion
- Most want the best for the employees
- Some care
- Consistent
- Courteous – (4)
- Friendliness/Friendly – (16)
- friendly with a couple of exceptions
- Individuals below the Director are friendly and truly want to help you in spite of their lack of direction.
- Nice – (2)
- personable
- Polite – (2)
- polite and friendly when there in person
- Some are pleasant people
- Working level staff polite and responsive to deal with.
- Commitment – (2)
- Dedicated
- Dedicated and Passionate Staff committed to improvement
- Dedication of staff
- diligent
- I can do much of it on-line with little interaction.
- Online portal to view paystubs
- Forms and information available on line.
- Clear in direction
- Efficient in record keeping
- Facilities
- They get by
- They help as much as they can in the areas they do work in.
- They try
- Withstanding of sheer volume
- Ability and desire to explain and assist with benefit related issues
- Always attempts to find correct information
- Answers questions
- Assistance with problems
- Being Supportive
- Current staff try hard to help
- Customer/employee Service
- Customer-oriented

- Good intentions
- Guidance
- Helpful – (3)
- Listen to problems to understand what is needed
- Most staff have a desire to help
- Some staff have strong customer service skills and ability
- Supportive – (2)
- Very helpful
- Will to help
- Willing – (2)
- Willing to help – (3)
- Willingness to try
- Completing a study to make it better
- Are a source of information
- Information sharing
- Informational – (2)
- Well informed
- Experience - most staff in current positions have many years of experience and expertise in their areas
- Institutional Knowledge
- Knowledgeable – (6)
- Knowledgeable and mostly friendly staff
- knows where to direct you to information
- Law Knowledge
- Most of the staff are well-trained in what they do
- Policy Knowledge
- Resourcefulness
- Seem to be knowledgeable in my experience
- Somewhat knowledgeable
- Tenure (in some positions)
- The bargaining agreement with the FOP
- Wealth of information
- Some long-term staff know many employees
- Strong support of Law Dep't (Jackie H.) to provide everyday guidance to HR leadership
- There is an opportunity for new leadership that can get us back to the pre-Moberg days
- Current personnel
- Employees
- Good working relationship with Debbie
- Personnel
- Staff
- Strong benefits specialist
- The people
- Implementation of policies
- Well explained policies
- Proactive
- Proactive in follow ups (when needed)

- Promoting employee involvement
- Professional – (6)
- Everyone is responsive to requests
- Good follow through
- Most are long-time employees which gives them the ability to respond quickly
- Quick response – (2)
- Reasonably fast responses to questions
- Responsive – (4)
- Several senior employees keep the ball rolling.
- Timely – (3)
- Will return your call
- Benefits administration – (5)
- Benefits and work comp staff very knowledgeable
- Employee Comp and Benefit Service
- Great benefits.
- Health/Fitness Reimbursement Annually (\$100)
- Insurance information
- Process benefits transactions
- Fair
- FLSA Requirements
- FMLA
- FMLA liaison is great to work with
- Job postings
- Pre-employment
- Recruitment
- Rarely, if ever, had payroll issues with employees
- Safety
- Safety and Risk Management administration
- Safety and wellness programs (safety fair)
- Safety Committee work
- Safety Training – (2)
- The Safety Fair.
- The safety training every year is well-organized
- They put on a great safety fair
- Training
- Work comp area seems well managed
- Thorough
- Provide good safety training
- Some trust City employees
- And everything I hear is negative
- Can't identify any strengths.
- Don't know any because I don't interact enough with them
- They generally don't meddle

What three opportunities for improvement do you recommend for the Human Resources Department?

- Be open to new ways of approaching a problem
- Be open to, as opposed to obstructing progress with processes, process improvement, applications, and proper implementation of procedures because "that's not the way we've always done it"
- Flexibility – (2)
- More staff – (2)
- New Work Comp (2)
- Obtain more resources
- Staffing - no help available around lunch
- They are understaffed for the amount of work HR should perform for an organization of this size.
- FTE's
- Hire qualified and proficient staff to replacement some of the current staff.
- Activities - Would love to see more to bring us together
- Allow sick/vacation hour gifting
- Be more on board with preventative health.
- Benefits study
- Expansion service levels/increased ability to solve problems
- Focus less on tchotchkes that only end up in the landfill and waste city's precious dollars
- Provide comprehensive HR services as outlined in Question #3.
- They need to be advocates for employees, this includes bringing policy issues to the city manager for change
- Applying benefits to the benefit of the employee
- Needs a better wellness program.
- Promote healthier work force
- Promote the health programs Parks and Recreation already provide for health to city employees.
- Capacity
- HR could perform better if there was more support from the organization. I feel that even with the best staff, the best director, that HR would fail given the culture. The departments have too much influence into HR processes and procedures. Department have become accustomed to working around HR.
- Keep your level of involvement with other dept. status quo
- Need to work together as a team
- Announcements - Easy to forget about them
- Better communication to all city employees
- Better communication. Improve communication of policy changes, processes, forms and events through email and web. More emails and web postings with details.
- Better understanding of health care benefits
- Communicate better. Need more than a few communications a month. The weekly bulletins aren't cutting it.
- Communicate more
- Communicate new hires/departures better
- COMMUNICATION
- Communication Methods
- Conduct more employee satisfaction surveys

- Create one email address for all info
- Inform employees of changes in HR personnel so they know who to contact.
- Internal communications
- Marketing their services
- More connections with employees who do not have frequent contact with HR
- More frequent communication with employees through weekly or monthly news letters
- They do not provide information on resources provided to humans
- Safety information
- Confidentiality
- Be more consistent
- Become consistent in dealing with issues
- Being more consistent with the City policies
- Consistency
- Need clear direction on completing forms and consistency
- Assign a generalist to public safety that understands the unique characteristics of the job when it comes to recruitment, safety, training, FSLA , schedules, and benefits.
- Availability of resources (HR specific, not benefit)
- A big concern is that due to existing staffing levels, and lack of cross training, and siloed job assignments, there are 'single points' of failure if HR staff transitioned.
- Build depth through cross training
- Cross training among staff to provide backups for positions
- Cross training so that we have depth if someone is gone.
- Manage the culture of the organization
- Organizational Alignment/Culture
- Should not comment on staff's attire.
- Should not partake in whispering or gossip-like conversations. This can make them look untrustworthy.
- Be friendly. They seem to be not on our team
- Be polite and collaborative
- Become employee centric
- Better customer service skills when dealing with employees
- CUSTOMER SERVICE
- Engage all departments equally.
- Focused more on benefiting the employee
- Goals oriented customer service focus/approach
- Improve support for personnel injured at work
- Interaction with HR, particularly dealing with employee issues, is constantly adversarial.
- Internal and external customer service focus
- Not to be defensive when an employee is injured otj
- Return HR to an employee first department
- They seem to have an adversarial relationship with employees.
- Treat other departments as 'customers', and use customer service in your response to those other departments
- Treat union employees and general employees equally
- Update intranet

- Better HR web site. I have had to spend a lot of time trying to find information on the site, and the "search" function is not that helpful.
- Easier to locate items on intranet
- Easier to navigate hr page
- Employee file information shouldn't be hand written
- More on line options
- Seek guidance from ITS in using technology to increase efficiency
- Should ensure that all documents that are on the Internet and Intranet are current; including applications
- Stop using Fax for ANYTHING
- The process to get an employee a network account is burdensome; department seems to be lacking communication with ITS department
- Use HR system to potential training and educational tracking
- Assist more with disciplinary issues
- Better support for holding employees responsible for their actions
- Fire people when necessary- I.E. employees that lie
- Efficiency
- Empathy
- More fulfilling engagement with employees
- Most non managerial employees could not identify an HR representative.
- User friendly forms
- Application and negotiation process could be better.
- Assistance in hiring
- Hiring process is SLOW!
- Hiring process, Marketing job openings
- Hiring screening
- Job descriptions submitted not what is on file
- Make sure we screen for felons before hiring
- More timely entry of new hires (versus once a week) for ee#
- Need clear direction for posting for vacancy
- Need clear direction on hiring and roles in the hiring process
- Onboarding
- Quicker process from job offer to start date
- Recruiting options seem limited
- Recruiting/hiring of new employees
- Recruitment
- Recruitment / hiring support
- Recruitment advertising needs updated drastically
- Response time is slow on hiring issues
- Research for comparisons in job descriptions, salary and benefits
- Take a larger role in recruitment
- Timeliness of activating new employees
- Clarifying function or role
- Could use strategic plan for what the department wants to be, philosophies (hiring, etc.), how they operate, etc.
- Develop an HR Strategic Plan and work it!

- Establish defined roles and responsibilities.
- HR in LS does not view it's role as there to help the employee. They view themselves as an arm of management.
- Improved visibility and awareness of role amongst staff
- Never sure who is responsible for what functions
- The organization needs HR help in protecting the corporate interests. Some HR decisions are made in the interest of the employee which are not necessarily in the interests of the public/organization.
- They need to set some unified direction for all City Employees. Where do we want to be as a city; Top tier, middle of the road or bottom tier? Do we really want a top tier FD but a bottom tier core? This seems to be the direction. Set a target for all City Employees and stick with it. One group should not be donating to support the other.
- Stop using 'practice' or 'that's the way I always do it,' as an argument for properly following policy
- Streamline the process
- Modernization – (2)
- Increase depth of knowledge
- Increase knowledge of human resource management. Stay up to date on regulations and best practices. Incorporate them in our written policies.
- Knowledge – (2)
- More aware of reporting requirements
- More knowledgeable of insurance & pension requirements
- Organized labor issues
- Develop HR leadership with the employee being #1
- HR Director with knowledge to provide direction for issues, be proactive with issues
- Hire a leader as the HR Director to evaluate and update old procedures
- Hire a true HR professional to lead
- Increased Leadership
- Leadership – (3)
- Leadership by someone experienced and qualified to direct the department.
- Need strong leadership from an experienced HR expert
- No one in Human Resources has ability to incite change for improvement. Appears everyone's "hands are tied"
- Support the HR Staff (There's NO Leadership)
- The department seems to be lacking leadership
- They have had, and continue to have, lack of competent leadership.
- Abide with the federal govt rules on leaves
- Change the evaluation system/forms
- Create new evaluations procedure
- Make redoing/revamping employee evaluations a priority, followed by training for all supervisors on effectively evaluating employee performance with the new system
- New Evaluation System
- Simplify the performance evaluations
- The city's performance evaluation process needs a revamp
- Attempt to make policies and management more uniform across the organization
- HR policy interpretation

- Improve process for change submission and update written policies to reflect advice that is given as "verbal policy" or just the way HR wants it done.
- New Policies & Procedures
- Policy, Evaluation, and form updates
- Redefine outdated policies/procedures
- Seems like some policy (training requirements for PT employees) is unnecessary
- Separate Procedures from Policy
- Update policies, processes and procedures
- Updated personnel policies
- Be proactive on upcoming issues in the workplace
- Become proactive rather than reactive
- Proactive - continual improvement mindset
- Proactive approach to compensation
- Proactive communication
- Proactivity in response to impacts of trends in municipal human resources
- Clear process employee personnel actions
- Reorganization
- Reorganization and cross training
- Follow through on promises.
- Have timelines for completing tasks
- Responsiveness
- Timeliness
- Faster completion of personnel matters
- Faster process from job posting to interview
- Faster process from vacancy to job posting
- Quicker
- Quicker call back times
- The training program could be broadened.
- Better education to employees and supervisors
- Better FMLA training on when a person qualifies, how and who conducts tracking, and any forms that go along with that
- Better safety training
- Better supervisory and HR-specific law training, including when a work injury is Work Comp. and when it is not.
- Develop more training programs
- Educate people on FMLA
- Education of staff on policies and procedures
- Interview training
- Investigative training
- More realistic training expectations for PT staff
- More Training
- Need to provide training beyond just safety training; perhaps hire a training director and focus on training for current employees including supervisor training, leadership, labor relations, evaluating employee performance, effective coaching strategies, etc.
- Offer in house supervisor training
- Offer the safety fair on different days if we have to have it

- PROVIDE BENEFITS TRAINING
- Provide more clarity and training on policies and procedures
- PROVIDE SUPERVISION TRAINING
- Provide supervisors with adequate (or maybe even better than just adequate) tools, information and support to manage our staff.
- Provide supervisors with bi-annual training
- Provide training to trainers to facilitate employee development
- Put all of the trainings online and easily accessible
- Replace Safety Fair with computer based training
- Someone that can lead me through the HR processes that I only do about once a year.
- Standardized program for safety training
- Supervisor support / education / training
- Supervisory and leadership training / communication
- Support for Supervisors needs to improve. I have seen core general employees fired for cause. I have seen IMA represented employees get away with too much because we are afraid the Union will file suit. If the cause is there, let them sue us. The inconsistencies between core general and represented employees must stop.
- Take responsibility for city-wide training other than safety
- Train Supervisors to lead, mentor, and control
- Training – (2)
- Training access on the intranet
- Training needs to improve. We have new supervisors all of the time who are thrown into the role with no training. While we have some good subject experts, a 30 minute PowerPoint on diversity, workers comp, etc. is not the solution. Get a qualified training consultant on board to help prepare new supervisors, as well as keeping experienced supervisors up to speed. What about some quality leadership training. How can supervisors better themselves to better their work unit to better the City? We need bigger thinkers, not people to train us how to complete a transaction report.
- Training resources specific to our jobs.
- Update, streamline and train on accident reporting
- Believe that the employees aren't trying to get one over on the City
- Develop a cultural change based on employee trust
- Don't assume everyone is lying about their injury
- Employees don't trust HR because HR doesn't trust City employees
- ASK NOT ASSUME HOW MY EMPLOYEES WORK
- Learn about the fire department
- Learn to understand the disciplinary process of certain department
- Listen
- Listen to departments and legal advice, when they say a processes is broken or a decision is inaccurate, and provides constructive feedback
- Take time to Learn about other department positions/ responsibilities
- They don't understand how individual departments operate
- Understand the challenges/intricacies of shift work
- Understanding
- Understanding of shift work. Not everyone works 8-5.
- Work Comp division needs overhaul

- Work comp provider improvement
- Work compensation handling
- Benchmarking industry best practices in delivery of HR
- More organization
- Most HR duties are delegated.

What human resource services does your department need that it is not currently receiving from the Human Resource Department?

- Analytics related to work force.
- Research on competitive compensation
- Care for employees when they get injured and not treating the employee like an enemy when dealing with Work Comp issues.
- Open line of communication.
- Represent ALL employees, not just a chosen few.
- Share information about changes in hr personnel so we know who to contact when there's a change.
- Someone that understands the value of our employees and the compensation required to acquire qualified employees.
- Consistency
- Consistently follow how we hire new employees
- Building organizational culture
- Discipline support
- Clear direction when filling a vacancy
- Education on FMLA, review applications before forwarding
- Faster entry of seasonal employees into system
- Filling open positions
- Hiring
- More personnel
- Recruitment
- Recruitment for professional positions is severely lacking
- Timely vetting of new employees
- We need proactive recruitment support for hard to fill positions. Structured training for employee selection would be good. A mechanism to track and manage employee training, certification tracking, and employee development would be really helpful.
- We need to get a temp agency involved to recruit staff quicker
- A friendly liaison
- A go to person in HR that is proactive and is knowledgeable to discuss employee issues
- Someone available for evening and midnight officers
- Performance Management including better process for annual reviews and addressing poor performers. Recruitment mechanism beyond the standard postings in paper and city website. Supervisor training.
- Access to electronic or webinar training that meets all requirements
- Core policy, supervisory, hiring practices training
- Employee Development and Training
- HR Training

- I realize they are lacking staff, but additional training in the area of employee relations and discipline would help.
- PROVIDING SUPERVISOR AND MANAGEMENT TRAINING TO THE DEPARTMENTS
- Recruiting, leadership training, benefit and policy training
- Standardized safety training program -computer based
- SUPERVISOR TRAINING
- Supervisor training.
- Supervisor training; better onboarding program for new employees
- Supervisor/Leadership training
- Supervisory training
- Training – (4)
- Training beyond safety
- Training on benefits and how they apply
- Training on HR policy
- Training on personnel management; labor laws
- Training on what benefits are available to the employee in regards to worker's compensation
- Training Opportunities - Bringing in consultants to facilitate discussions. Providing webinar opportunities. More instruction on supervising/disciplining staff. We were given a handbook to look through, but I think some of those policies need to be taught.
- Training, direction, disciplinary support as it pertains to IAM employees, consistency.
- To plan, direct and coordinate administrative, training and recruiting functions.
- For them to understand what our department does
- Be the owners of City, policy, AND follow them. They need to own the time and attendance application.
- Clear Policies
- Current HR Policies & Procedures
- Defined procedures
- Information/ Stance on transgender employee rights
- It would be nice if HR acted as the central repository for all organizational policies and procedures. Currently, we lack one central spot for this information. To make the issue more difficult, departments have 'adopted' 'departmental' policies and procedures that sometimes are in conflict with HR policy. As an example, pay allowances are granted inconsistently. Also, many of these departmental policies have been put in place without a discussion with MT, City Manager, etc. Additionally, I feel that our supervisors are woefully unprepared and equipped to fulfill their duties. The lowest level supervisor has not been received the necessary training to effective.
- Retiree insurancewe have no policy in place now.
- Better Wellness Program
- A work comp person that understands the role of public safety personnel

Name one change the Human Resources Department could make that would improve service to the City organization.

- A generalist/work comp staff member assigned to public safety.
- Additional staff
- Additional support help for Debbie
- Streamline Lawson HR Reporting
- Centralize ownership of processes and procedures to ensure consistency and efficiency

- Overhauling the pay structure
- Simplify the pay structure.
- Communicate their role
- Communicate with all employees better.
- Improved communication
- MAKE IT INVITING TO APPROACH THEM
- More communication
- Organizational communication - processes - timelines
- So many, but let's start with better communication. Each staff members communicates in a silo rather than as an HR department.
- We put our jobs on the line and when we are injured, they are rude, difficult to deal with and ineffective. There are many employees who never turn in injuries because they don't want to deal with the current people in charge of Workman's Comp.
- One email address or phone number instead of trying to figure out who handles what
- Improve employee assistance program
- As an organization, we need to get away from Corporate Care, very dissatisfied with the service they provide.
- Adopt a consistent approach to placing adds, screening applicants and preparing for interviews
- Faster entry of seasonal employees into system
- Fix the hiring process
- Getting new hires vetted and through so they can start in a timely manner
- Modernize recruitment process
- More timely entry of new hires into Lawson so that ee # can be obtained for timeclocks (reduce manual entry of time for payroll processing)
- Onboarding
- Quicker hiring process
- Recruitment
- Redesign the onboarding process to be more efficient by combining other internal service needs (ITS, Fleet, CBS) into the process and making it easier to follow for supervisors.
- Start using a temp agency first rather than direct hire. Try before you buy it.
- Taking new hire paperwork everyday.
- Timeliness of activating new employees
- Each individual needs to understand their role and work closely with each other.
- Educate on a frequent basis on what HR does and how it can help
- Having greater understanding of organizational and department needs.
- HR is designed to assist the employee and protect the employer from abusing employees and incurring liability. That is the opposite role that HR in LS takes.
- Interaction
- More employee supportive as compared to risk management
- Treat all employees as an asset
- Willingness to help departments find solutions
- WORK WITH DEPARTMENTS
- Collaboration
- Need a labor relations team
- Attitude. Lead by example.
- A direction from leadership

- Again, proven leadership from a person with HR experience
- Get a true HR professional to provide leadership and direction to the HR Department and let this person do their job.
- Hire a competent director
- Hire a leader
- Hire a true HR professional to lead and support
- Hire an HR Manager that actually knows the job
- Improve processes using six sigma
- Leadership and reorganization
- More power to make improvements
- Overhaul the leadership and direction of the Department
- Trustworthy leadership..
- Bring the job performance evaluations up to date
- XXXX demonstrates a negative attitude towards the employees, assuming the worst of them and impacting personnel morale...
- Improve process for change submission and update written policies.
- Interpretation of policy- not just referred to where policy can be found or told department may have their own policy
- Update personnel policies
- Employee Perception of Helpfulness
- Quicker Response
- Scale back on safety training and focus more on employee retention
- All forms available online through intranet
- Better online resources specific to HR
- Create an online application portal; this would highlight and eliminate applicants.
- Develop more information on the intranet
- Enhance the website tab so it is easier to navigate, contains frequently sought information on benefits, work comp., FMLA, pay, benefits, etc.
- I'd like to see it modernize in terms of their processes and forms.
- Modernization
- Modify self-service portal to be more accurate and thorough
- Broaden their ability to provide training
- Improved access to training information
- More online training opportunities
- Offering training
- Training
- Training for management and supervisors
- Training of supervisors at all levels
- Training opportunities to increase merit and expertise
- Better Wellness Program
- Better worker's comp relations
- Mandatory drug testing after accidents
- Medical / Workers Comp
- New Work Comp liaison. Current employee is very obstructive and personnel have trust issues.
- New Work Comp Representative
- Work comp provider change.

- It's small and essentially just processes paperwork.

In three to five years, what do you want the City's Human Resources Department to be known for internally? What should their "reputation" be?

- "We will make the process easy for you"
- An internal service focused on the needs of the organization.
- Be knowledgeable of the functions of each job position within the City Departments
- Partnering with departments they serve; willingness to change as needed to meet the demands of the organization; proactively providing HR services; communicating timely and effectively to all employees
- The confident, organized, go-to department that spends time focusing on strategy more than reacting
- A department dedicated to acquiring, training, enhancing and retaining the most highly qualified employees, and treating them with the upmost respect and professionalism.
- I would like them to get more involved in the recruitment process. screening and fileting applicants before they get to management interviews.
- They should be able to manage the HR Management system with the data for all employees
- To help recruit and retain a professional, well respected staff City wide.
- Efficiently serving the customer
- A department that advocates for the employee as an asset of the organization and develops and administers policies intended to that promote a safe and efficient work environment. Be nice!
- Advocate for employees; has progressive hiring/promotion philosophies and training programs
- Advocates for employee
- An advocate not only for the City but for the employee as well
- An advocate for the employee
- Being employee focused
- Champion for the employee who can help with clear concise information. Supervisors can find employee training; absentee; and educational records online. Consistent processes in place for firing and disciplinary actions.
- Efficient, supportive, professional, and not always trying to damage employees.
- Employee friendly
- Employee-friendly, knowing they represent the City but with the attitude they are there to help the employees
- Employees first
- Genuine concern for the welfare of city employees
- Supporting and representing the employees.
- Supportive of the workforce and become a voice for fair employment and pay
- Take care of the employee workforce
- That they are for the employee, and not for political reasons
- That they help the employees
- They support employees, train supervisors, and mentor managers to build a company culture that is consistent across departments.
- To help employees and not have others think they are only there to discipline or refuse benefits
- We work for the employee
- Enrichment of all City employees' value to COLS
- Approachable

- Efficiencies, availability
- Excellent Customer Service
- Exemplary customer service and professionalism; seen as a location where solid advice can be found regarding all aspects of employment
- Fabulous customer service to all employees and departments
- FRIENDLY AND INVITING
- Service to the other departments.
- To be helpful instead of adversarial
- Took care of the employee
- A lot of moving parts
- High Performing. My hope is that HR serves as an organizational example for continuous improvement through strategic planning and a 'plan, do, act, check' mentality or similar management method.
- Better Wellness Program
- Innovative and open to change.
- UNDERSTANDING THE LAW
- Competence
- Consistent resource for information
- Employee Resource
- Familiar, knowledgeable, efficient
- Helpful – (3)
- Helpful and quick
- Helpful, fair, professional, problem solvers
- Helpful, informative and fair to all employees.
- Helpful, knowledgeable.
- Helpful, knowledgeable and resourceful
- It's always there when you need help.
- Knowledgeable, but able to communicate facts in a friendly way.
- Knowledgeable, Competent, Problem Solvers, Analytical, Supportive and Transparent
- Proficient and competent
- Provider of accurate knowledge in a proactive manner
- Supporting, educating and training their employees.
- Supportive; find ways to work through issues instead of being obstructive
- Leaders.
- Organizational leader in developing positive culture
- As an outstanding branch at lees summit
- Great Service to city employees
- Outstanding service
- Providing the utmost assistance to City employees
- 'Happy' to go to HR for getting something done, as opposed to 'required' to go to HR for getting something done.
- Having a positive relationship with staff
- Positive reflection of the culture of the City of Lee's Summit
- Proactive
- Proactive and responsive
- Proactive resource for all

- Proactive, solution based department
- A respected department
- A smart and flexible/dynamic department that is responsive to the organization's changing environment
- Responsive, helpful, reactive to new ideas
- They are helpful and cross trained on all duties
- Timely
- Same as now
- Same as they are now, accommodating, a source of helpful information.
- Transparent, firm but fair
- A trusted and knowledgeable service from which city employees and supervisors can seek guidance.
- A trusted source of human resources information and services.
- Doing the right thing
- Friendly, trustworthy and involved.
- Someone we can go to that we can trust
- Trust & that they CARE about our employees
- Trustworthy with the focus on employee wellbeing
- Progressive pay with aggressive raises for everyone, not just union employees.

Is there anything else you would like the consultants to know about the Human Resources Department?

- Completely out of touch with hiring practices outside of this organization. Employee salary compression is a huge issue. We cannot continue making it worse every time we hire. Bad decisions of the past should not perpetuate bad practices of the present.
- There is no back up person for many of the position, if someone leaves, either cross training is needed or additional staff who can perform duties in someone's absence
- Non-HR departments don't deal with HR forms on a daily basis, and often have received little training on what forms or how to complete them. Sometimes when the forms arrive incomplete or improperly completed HR freaks. Relax! Unless someone is dead or a building collapsed everything can be fixed in due time.
- They are not readily available to anyone but day shift employees.
- They are not thought highly of at this time
- While I have personally had a generally positive experience working with HR, I know many others who have not and have been very frustrated; our dept. leaders often seem frustrated, stuck and not supported - try to implement career ladders and get little to no support; challenged when wanting to make staff changes such as promotions and during hiring process
- While most of the HR department is very helpful in answering questions, the department seems to be more about protecting City interests that providing resources to the employees. In cases involving workers compensation, it has become common place for employees to retain a lawyer for each claim because of the handling of these cases in such a negative manner.
- Work comp consistency and quality of care is lacking
- HR has been delegated to individual departments
- It seems that there has been a dependence on legal and administrative department staff to fulfill HR functions.

- Many Departments have had to perform HR services internally due to the current state of the HR department. To be successful, improvements will need to be observed early and consistently made over the next 3 to 5 years.
- They shouldn't let individual departments dictate what HR will and will not do
- Good group of people, they do the best they can given the fact they have had little direction for several years (even with a HR Director in place)
- Great division just needs to be streamlined/modernized
- Great people!
- There are good staff there, that work their tails off. Others that are not helpful in moving things forward. Previous managers did not manage, lead, or address issues in the department, and they have been left to grow and get more ingrained.
- They strive to be helpful.
- Doesn't seem to have a clear mission & vision for the dept; no clearly defined role within the organization
- It could have a stronger presence in the organization.
- Overall, the HR department needs more direction. This lack of direction may stem from a bigger problem within the City, involving both the Elected Officials and the Administration Department. I have never heard where we want to be as a city. This was never even brought up as part of the ongoing compensation study. How can we possibly get somewhere if we don't know where we are headed? Why is there so much disparity between core general, IAFF, IAM and FOP? We need a strong leader in the HR Department who can ask these questions, set a direction and stay the course until they have answers. Continuing with the weak leaders we have had in the past will ensure the HR Department continues to be the do-nothing department they have become.
- Past thoughts by some employees is that HR was only there to discipline and argue benefits. In the past, some have not wanted to contact or use HR to assist in employee issues. Not my thoughts but some I have heard from others. Believe they are moving in right direction.
- There is not a clear message or direction. Department is understaffed.
- Unrepresented employees (core general) do not have a support system or advocate typically provided by HR. Core general employees are not supported, do not have adequate resources, etc. HR does not appear to have any leadership or understanding of their role, no redundancy, no succession planning; it's not a developed HR Dept.
- when XXXX was here he said he wanted to get human resources to change their reputation and actually help the employees. At least the change was voiced, but he wasn't here long enough to have an impact.
- While intentions seem to be good it seems as though the employee doesn't come first. More widespread transparency of city expectations and positive interaction with the employee to achieve the desires of the city.
- HR is a stumbling extension of management.
- HR need an HR director that is for the employee's
- Just need stronger direction
- Needs a "leader" to organize and establish organizational culture
- Past HR Directors were more worried about serving themselves and management instead of the entire work force.
- The organization needs a strong HR leader who is willing to take the department to the next level, including addressing the needed staffing changes to get there.
- Unfortunately, they have been without a rudder for a long time and need a more experienced person at the helm who can lead them in a positive direction.

- We have not had a true professional HR manager on over 20 years. Get a real professional please.
- I would like to reiterate the concern with Management Team. While everyone may be saying, HR needs to be fixed. My concern is that once a conflict appears, the Directors will act as an adversary. I don't think they know what it truly means to them to have a strong HR Department.
- It would be great to have an HR department that was up-to-date on current HR trends. It may be due to lack of staff, but they seem to be out of touch with current trends.
- They are very ingrained in, 'we've always done it this way', new leadership needs to be embraced and they need to get on board with a new direction (hopefully)
- They need to stop using old forms/emails/processes that don't make sense any more. For example, upon hiring a new employee, HR emails the hiring managers a Word document/form called "new employee setup request". This form asks many of the same questions that the newer electronic transaction form already asked them.
- When hiring a person between HR, ITS and Finance it can take 2-4 weeks before a person is fully operational. NovaTime, viewing paycheck stubs, getting network logins so the sooner HR can get them added to Lawson the faster the process will work.
- For whatever reason HR seems to have a negative attitude toward the PD.
- I don't understand policies because HR develops convoluted verbal policies and interpretations that often contradict what is written in the policy manual. Interpretations and practices seem to be made up on the spot. HR rarely refers to written policies; typically, the reference is to what someone heard 3rd hand from former employees no longer working with the City. HR leadership has no understanding of the HR community as whole; completely out of touch with recent trends in compensation, benefits, flex-work schedules, etc. Rigidly locked into the 1980s (or earlier) in regards to employee relations, except that HR has no backbone to support supervisors in disciplinary matters. Supervisors have learned that the first step in a disciplinary issue is to meet with the Law Department to get any sort of support instead of caving to the employees because HR is afraid of getting sued. It has been nearly impossible to get HR support to discipline or terminate employees even when they have committed a serious violation. However, when going to Law Department first, we have been able to appropriately discipline employees. Conversely, HR refuses to allow Department Directors and Deputies the latitude to reward employees. Employees cannot be promoted or have salaries administratively adjusted when they earn new credentials, obtain licensed or other meritorious achievements that warrant promotion or reward. We can give employees 2 movies tickets or a gift card, but we cannot promote unless we go through an arduous budget process that takes 6 to 9 months to complete if the employee so happen to qualify for promotion in the fall. If the window is missed, then promotion is delayed at least a year. HR does not provide any type of training, outside of annual safety training and a brief new employee orientation. The department has for many years taken on our own training for equipment, jobsite safety, work zone safety, new supervisors, leadership, etc. HR training support is generally very rigid and does not cooperate when trying to provide outside certifications employees earn as required. Often, those certifications require more extensive training than what is provided at the annual safety fair, but HR won't accept them. So at times very rigid and inflexible. HR leadership does not understand fair compensation. Different jobs have different skills and qualifications, but we have been told that an engineer must be paid the same as an Animal control manager, Parks Superintendent, etc. because they are in the same pay grade. Distinctly different jobs, skills and qualifications. HR states that we cannot compare engineers in our organization to the engineering market in our region. As a result, our technical staff is paid 15% to 28% below market. HR does not value experience outside the organization, so we have been told we cannot offer a person with 30 years of experience more money than some in the

organization with 12 years of experience. I would argue this could be construed as age discrimination when HR states "you don't have to hire someone with that much experience" after the individual was selected based on the standard application and interview process. HR leadership does not listen to supervisors or Directors. I cannot remember the last time the HR leadership agreed with an action by a Director, or said "Not sure how to do that, but let us figure out what we can do." HR's decision making is based solely on fear of not wanting to get sued, instead of focusing on what can we do for the employees/what can we do to help. The individual clerks/staff in the HR are generally very knowledgeable and helpful when processing items. However, there is no overlap. If an individual is sick, on vacation, or retires, HR cannot perform those functions. For example, to run payroll, the City has to hire a retiree to come in on temp basis when the payroll clerk goes on vacation. When the benefits person is gone, someone in HR answers the phone and tells they will have to wait until that person gets back from vacation to answer the question. The internal communications within HR is dysfunctional at best. To me, that is another indication that HR has no qualified or viable leadership.

- There has been a long history of HR for the City being focused on the protection of the city at the expense of the employee. This is seen in the policies that have been established, the issues surrounding pay structures and subsequent disparity, and the application of discipline. Currently I do not feel that the employees will trust anyone in the leadership position in HR, or really any of the departments with our current city manager in his position. There is a significant amount of distrust in him, and it seems others appointed to department director positions in the city serve to fulfill his agenda, and if they are in disagreement, or show true genuine leadership abilities, they are quickly ousted from the organization. It is safe to say that i have no confidence in XXXX to make decisions in the best interest of the employees, including the direction of the HR department.
- Under staffed
- I have been critical of the Work Comp issues but it is an absolute critical issue with our City. The work comp representative acts as if the employee can't be trusted.
- It's ridiculous the City thinks we should just feel lucky to have a job.
- No real complaints. I've always been received and helped the few times we've interacted.

Appendix B: Sample Personnel Policy Manual Table of Contents

- Organizational Chart
- City Directory (Contact and Location Information)
- The City of Great Falls
- How the City Government Works
- Welcome to the City of Great Falls
- Section 1 Organizational Philosophy
 - Leadership Philosophy
 - Vision Statement
 - Mission Statement
- Section 2 Introduction and General Information
 - 2.1 The Employment Relationship
 - 2.2 Purpose of the Personnel Policy Manual
 - 2.3 Applicability of the Personnel Policy Manual
 - 2.4 Format and Maintenance of the Personnel Policy Manual
 - 2.5 Bulletin Boards
- Section 3 Administration
 - 3.1 Employee Orientation
 - 3.2 Personnel File
 - 3.3 Equal Employment Opportunity
 - 3.4 Recruitment Guidelines
 - 3.5 Job Descriptions
 - 3.6 Management Rights
 - 3.7 Department Head Responsibilities
 - 3.8 Supervisor Responsibilities
- Section 4 Ethics in the Workplace
 - 4.1 Ethics Policy
 - 4.2 Ethical Standards
 - 4.3 Nepotism
 - 4.4 Conflict of Interest
 - 4.5 Confidential Information
 - 4.6 Political Activity
 - 4.7 Public Statements
- Section 5 Employment Policies
 - 5.1 Employee Classification
 - 5.2 Probationary Period
 - 5.3 Driver's License and Driving Record Requirements
 - 5.4 Scheduling of Work
 - 5.5 Break Policy
 - 5.6 Smoking Policy
 - 5.7 Meal Period
 - 5.8 Employee Parking
 - 5.9 Performance Reviews
 - 5.10 Layoff of Employees
 - 5.11 Recall of Employees
 - 5.12 Exit Interviews

- 5.13 Loss or Damage of Personal Property
- Section 6 Harassment in the Workplace
 - 6.1 Harassment
- Section 7 Violence in the Workplace
 - 7.1 Purpose
 - 7.2 Reporting Violations
 - 7.3 Threats
 - 7.4 Property Crimes
 - 7.5 Physical Attacks
 - 7.6 General Policy
- Section 8 Substance Abuse in the Workplace
 - 8.1 Purpose
 - 8.2 Drug-Free Workplace
 - 8.3 Substance Abuse Standards
- Section 9 Employee Conduct
 - 9.1 Standards of Conduct
 - 9.2 Outside Employment
 - 9.3 Personal Conduct Outside the Workplace
 - 9.4 Dress Code Standards
 - 9.5 Personal Phone Calls and Electronic Device Use
 - 9.6 Cellular Phone Use
 - 9.7 Mail
 - 9.8 Theft
 - 9.9 Restricted Areas
 - 9.10 Social Media
- Section 10 Compensation
 - 10.1 Pay Period and Hours
 - 10.2 Deductions from Paycheck
 - 10.3 Error in Pay
 - 10.4 Time Records
 - 10.5 Overtime
 - 10.6 Salary Plan
 - 10.7 Voluntary Termination of Employment
- Section 11 Benefits
 - 11.1 Retirement
 - 11.2 Paid Leave of Absence
 - 11.3 Unpaid Leave of Absence
 - 11.4 Group Insurance Coverage
 - 11.5 Flexible Spending Plan
 - 11.6 Deferred Compensation
 - 11.7 Education Assistance
 - 11.8 Wellness
- Section 12 Risk Management
 - 12.1 Safety and Loss Control Program
 - 12.2 Workers' Compensation
 - 12.3 Seat Belt Use and Compliance with Traffic Laws
- Section 13 Technology Policies

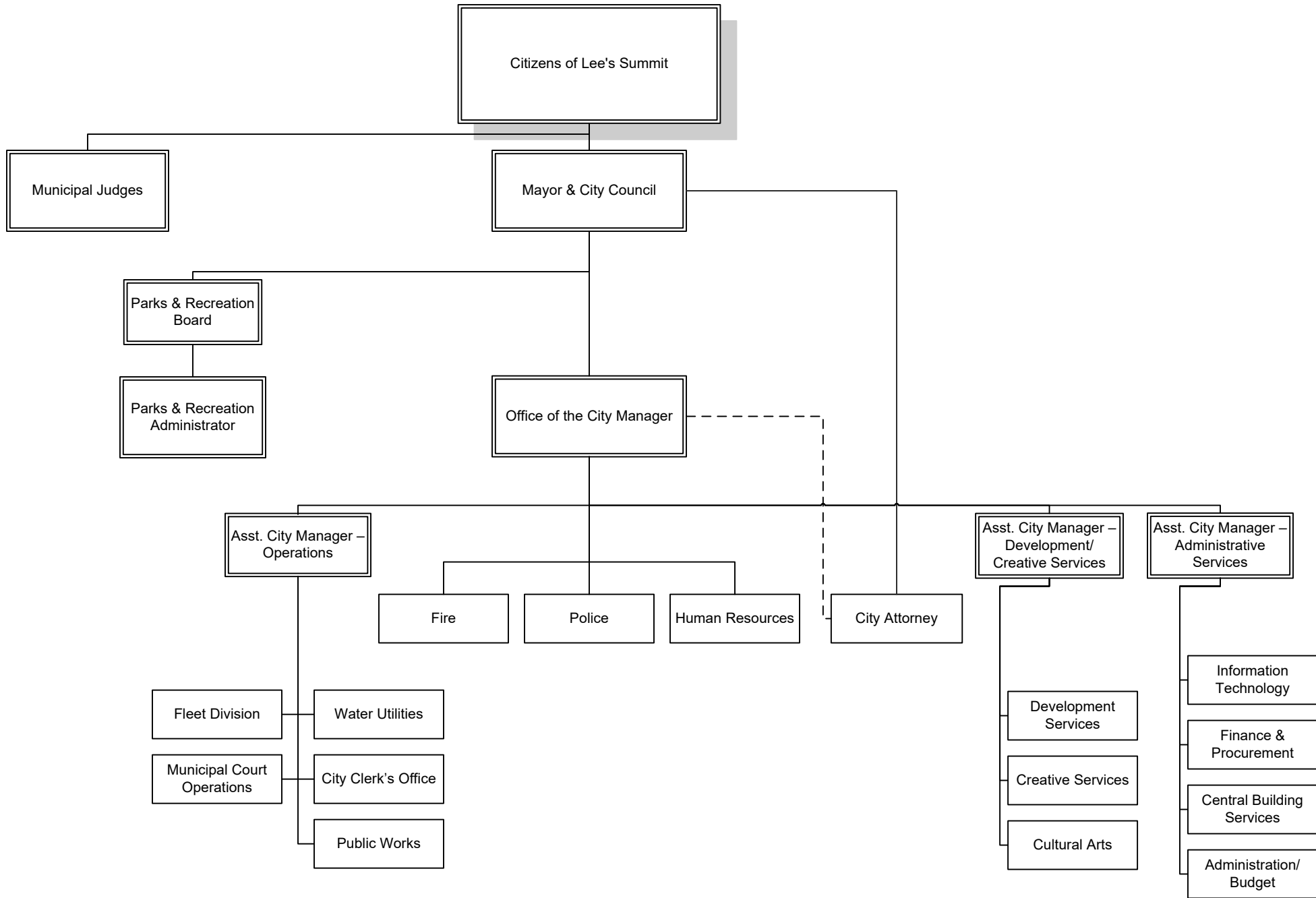
- 13.1 Departmental Oversight
- 13.2 Hardware
- 13.3 Computer Software
- 13.4 File Backups
- 13.5 Training
- 13.6 Internet Access
- 13.7 E-mail Use
- 13.8 E-mail Etiquette
- 13.9 Internet and E-mail Monitoring
- 13.10 Remote Access to City's Network
- Section 14 Problem Resolution and Grievance Procedure
 - 14.1 Problem Resolution Policy and Counseling
 - 14.2 Employee Problem Resolution Procedure
- Section 15 Disciplinary Policy
 - 15.1 Discipline Defined
 - 15.2 Good Cause for Discipline
 - 15.3 Disciplinary Responsibilities
 - 15.4 Discipline Steps
- Section 16 Travel and Expense Policies
 - 16.1 Expense Reimbursement
 - 16.2 Meal Reimbursement
 - 16.3 Transportation Reimbursement
 - 16.4 Other Business Expense Reimbursement
 - 16.5 Travel Advance
 - 16.6 Travel Requisition Form
 - 16.7 Coordinated Personal Travel
- Appendices
- Harassment Complaint and Authorization to Investigate
- Unpaid Leave of Absence Request Form
- Tuition Reimbursement Authorization and Contract
- Receipt and Acknowledgment of City of Great Falls Personnel Policy Manual

Appendix C: Sample Employee Handbook Table of Contents

- WELCOME
- VISION, VALUES, AND MISSION
- UNITED WAY
- INTRODUCTION
- EMPLOYEE ACKNOWLEDGMENT FORM
- SECTION 1: POLICY ADMINISTRATION
 - RESERVATION OF MANAGEMENT RIGHTS
 - PERSONNEL RECORDS
 - POLICY UPDATE AND REVISIONS
- SECTION 2: CONDITIONS OF EMPLOYMENT
 - 2-1. NATURE OF EMPLOYMENT
 - 2-2. EMPLOYEE RELATIONS
 - 2-3. EQUAL EMPLOYMENT OPPORTUNITY
 - 2-4. HIRING OF RELATIVES
 - 2-5. RELATIONSHIPS IN THE WORKPLACE
 - 2-6. EMPLOYEE MEDICAL EXAMINATIONS
 - 2-7. IMMIGRATION LAW COMPLIANCE
 - 2-8. CONFLICTS OF INTEREST
 - 2-9. OUTSIDE EMPLOYMENT
 - 2-10. EMPLOYMENT CATEGORIES
 - 2-11. INTRODUCTORY PERIOD
 - 2-12. EMPLOYMENT APPLICATIONS
 - 2-13. EMPLOYMENT SEPARATION
 - 2-14. WORK SCHEDULES
 - 2-15. SMOKING AND TOBACCO USE AT WORK
 - 2-16. CODE OF CONDUCT
 - 2-17. ALCOHOL AND DRUG USE
 - 2-18. CODE OF ETHICS/HOTLINE
 - 2-19. UNLAWFUL HARASSMENT
 - 2-20. WORKPLACE VIOLENCE
 - 2-21. ATTENDANCE AND PUNCTUALITY
 - 2-22. GRATUITIES
 - 2-23. USE OF CITY FACILITIES, EQUIPMENT, AND MATERIALS
 - 2-24. RESIDENCY REQUIREMENTS
 - 2-25. SUPPLEMENTAL DEPARTMENT RULES
 - 2-26. ENFORCEMENT
 - 2-27. REEMPLOYMENT RIGHTS AND BENEFITS
 - 2-28. EMPLOYMENT VERIFICATION
- SECTION 3: PAY AND PERSONNEL ACTIONS
 - 3-1. PURPOSE
 - 3-2. PROGRAM ADMINISTRATION AND STRUCTURE
 - 3-3. ESTABLISHING PAY RATES
 - 3-4. CLASSIFICATION SYSTEM
 - 3-5. FAIR LABOR STANDARDS ACT (FLSA) STATUS
 - 3-6. OVERTIME, COMPENSATORY (COMP) TIME, AND ALTERNATIVE SCHEDULES

- 3-7. WORKWEEK/WORKDAY
- 3-8. TIME RECORDS
- 3-9. PAY ADMINISTRATION
- 3-10. INCLEMENT WEATHER
- SECTION 4: PERFORMANCE MANAGEMENT
 - 4-1. GENERAL GUIDELINES
 - 4-2. OBJECTIVES
 - 4-3. PERFORMANCE MANAGEMENT PROCESS
 - 4-4. PERFORMANCE RECOGNITION
- SECTION 5: DISCIPLINARY ACTIONS
 - 5-1. OBJECTIVES
 - 5-2. REASONS FOR DISCIPLINARY ACTION
 - 5-3. DISCIPLINARY ACTION
 - 5-4. APPEALS AND INVESTIGATIONS
- SECTION 6: APPEALS, DISPUTE RESOLUTION, AND INVESTIGATIONS
 - 6-1. PURPOSE
 - 6-2. GENERAL PROVISIONS
 - 6-3. DISPUTE RESOLUTION PROCEDURE
 - 6-4. REBUTTALS TO WRITTEN WARNINGS
 - 6-5. APPEALS OF OTHER DISCIPLINARY ACTIONS
 - 6-6. APPEALS OF ALLEGED CIVIL RIGHTS VIOLATIONS
- SECTION 7: HOLIDAYS, VACATION, AND LEAVES OF ABSENCE
 - 7-1. HOLIDAYS
 - 7-2. VACATION
 - 7-3. LEAVES OF ABSENCE
- SECTION 8: INSURANCE, RETIREMENT, AND OTHER BENEFITS
 - 8-1. RESPONSIBILITY
 - 8-2. ELIGIBILITY
 - 8-3. HEALTH AND DENTAL INSURANCE
 - 8-4. CONTINUATION OF COVERAGE
 - 8-5. LIFE INSURANCE AND DEATH BENEFITS
 - 8-6. FLEXIBLE BENEFIT SPENDING PLAN (SECTION 125)
 - 8-7. RETIREMENT
 - 8-8. EDUCATIONAL ASSISTANCE
 - 8-9. EMPLOYEE ASSISTANCE PROGRAM (EAP)
 - 8-10. WELLNESS PROGRAM
 - 8-11. DIRECT PAYROLL DEPOSIT
 - 8-12. LIFE THREATENING ILLNESSES
 - 8-13. WORKERS' COMPENSATION
 - 8-15. SAFETY PROGRAM
 - 8-16. RISK MANAGEMENT MANUAL
 - 8-17. ELECTION WORKERS
 - 8-18. MOVING EXPENSES
 - 8-19. CONTRACT WORKER STATUS
 - 8-20. CLOTHING ALLOWANCES AND PURCHASES
 - 8-21. TELECOMMUTING
- APPENDIX A: ALCOHOL AND DRUG POLICY FOR CDL

- APPENDIX C: MILITARY LEAVE
- APPENDIX D: RESOLUTION NO. 98-1068 (CODE OF ETHICS)
- APPENDIX E: DISCIPLINARY APPEAL HEARING PROCEDURES
- APPENDIX F: EMPLOYEE SAFETY PROGRAM
- APPENDIX G: CITY OF OLATHE CUSTOMER SERVICE STANDARDS
- APPENDIX H: SOCIAL MEDIA GUIDELINES FOR THE CITY OF OLATHE



Packet Information

File #: 2017-1630, **Version:** 1

PRESENTATION OF THE SEPTEMBER GENERAL FUND FINANCIAL DASHBOARD

Issue/Request:

PRESENTATION OF THE SEPTEMBER GENERAL FUND FINANCIAL DASHBOARD

Key Issues:

The FY18 Monthly Financial Report for September is the YTD budget performance of the General Fund as of September 30. Preliminary unaudited total revenues are \$11,607,619. This is \$1,790,963 (-13.4%) below budgeted total revenue, which is primarily a result of expected transactions not posting at time of presentation. Preliminary total expenditure for September YTD is \$14,063,759.

Background:

Revenue Details:

Licenses, Permits and Fees: Through September this category is \$119,289 below budget (-16.8%). Known larger projects that are ready to begin construction have yet to do so and this revenue is anticipated to materialize by the end of the calendar year.

Intergovernmental: This revenue category primarily is in the form of grants reimbursing the City for overtime costs in the Police Department. If this category is under budget, that means we have not incurred the cost or have yet to be paid.

Charges for Service: The September revenue for EMS Fees is yet to post. When it does, it is expected this category to be within budgeted amounts.

Other: The Capital Projects reimbursement for the first quarter is yet to post. When it does, it is expected to be within budgetd amounts.

Expenditure Details:

Total Expenditure of the General Fund through September 30, 2017, is \$14,063,759. Preliminary total expenditures are currently -20.3% under budgeted amounts YTD. This is primarily as a result of scheduled interdepartment charges, transfers, and Fuel transactions have yet to be completed this fiscal year.

Presenter: Jack Feldman, Management Analyst

Recommention: N/A

FY18 Monthly Financial Report - September

GENERAL FUND REVENUES FOR FY2018

Revenue Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Property Tax	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%
Net Sales Tax	\$4,357,970	\$4,246,637	\$111,333	2.6%	\$4,079,243	\$278,727	6.8%
Sales Tax	\$4,540,174	\$4,413,312	\$126,862	2.9%	\$4,271,016	\$269,158	6.3%
EATs	(\$182,204)	(\$166,675)	(\$15,529)	9.3%	(\$191,773)	\$9,569	-5.0%
Franchise Tax:							
Natural Gas	\$304,067	\$295,318	\$8,749	3.0%	\$274,781	\$29,286	10.7%
Telephone	\$547,175	\$628,361	(\$81,186)	-12.9%	\$683,554	(\$136,379)	-20.0%
Electric	\$2,492,232	\$2,468,863	\$23,369	0.9%	\$2,541,339	(\$49,107)	-1.9%
Cable TV	\$331,551	\$339,283	(\$7,732)	-2.3%	\$338,008	(\$6,457)	-1.9%
Motor Vehicle Taxes	\$968,148	\$934,065	\$34,083	3.6%	\$933,334	\$34,814	3.7%
Other Taxes	\$79,713	\$80,386	(\$673)	-0.8%	\$83,828	(\$4,115)	-4.9%
Fines & Forfeitures	\$292,315	\$351,460	(\$59,145)	-16.8%	\$344,331	(\$52,016)	-15.1%
Licenses, Permits & Fees	\$589,509	\$708,798	(\$119,289)	-16.8%	\$761,234	(\$171,725)	-22.6%
Intergovernmental	\$95,419	\$252,017	(\$156,598)	-62.1%	\$302,010	(\$206,591)	-68.4%
Charges for Service	\$1,233,160	\$1,680,904	(\$447,744)	-26.6%	\$1,309,683	(\$76,523)	-5.8%
Investment Earnings	\$24,771	\$14,211	\$10,560	74.3%	\$3,552	\$21,219	597.4%
Other	\$102,960	\$393,764	(\$290,804)	-73.9%	\$383,335	(\$280,375)	-73.1%
Transfers In	\$188,629	\$1,004,515	(\$815,886)	-81.2%	\$293,629	(\$105,000)	-35.8%
Total	\$11,607,619	\$13,398,582	(\$1,790,963)	-13.4%	\$12,331,861	(\$724,242)	-5.9%

GENERAL FUND EXPENDITURES FOR FY2017

Expenditure Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Personal Services	\$10,310,161	\$11,608,436	(\$1,298,275)	-12.6%	\$11,626,599	(\$1,316,438)	-11.3%
Supplies for Resale	\$90,693	\$110,000	(\$19,307)	-17.6%	\$69,602	\$21,091	30.3%
Other Supplies & Services	\$1,604,862	\$2,317,869	(\$713,007)	-30.8%	\$1,935,743	(\$330,881)	-17.1%
Repairs & Maintenance	\$460,038	\$470,112	(\$10,074)	-2.1%	\$411,475	\$48,563	11.8%
Utilities	\$411,108	\$428,691	(\$17,583)	-4.1%	\$435,890	(\$24,782)	-5.7%
Fuels & Lubricants	\$11,158	\$139,024	(\$127,866)	-92.0%	\$100,526	(\$89,368)	-88.9%
Miscellaneous	\$8,679	\$45,590	(\$36,911)	-81.0%	\$5,938	\$2,741	46.2%
Interest	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%
Capital Outlay	\$293	\$13,726	(\$13,433)	-97.9%	\$0	\$293	0.0%
Interdepartment Charges	\$1,166,767	\$1,578,742	(\$411,975)	-26.1%	\$1,474,848	(\$308,081)	-20.9%
Transfers	\$0	\$942,194	(\$942,194)	-100.0%	\$818,210	(\$818,210)	-100.0%
Total	\$14,063,759	\$17,654,384	(\$3,590,625)	-20.3%	\$16,878,831	(\$2,815,072)	-16.7%

Revenue Over/Under Exp: (\$2,456,140) (\$4,255,802) (\$4,546,970)

*As of October 27, 2017

Packet Information

File #: 2017-1631, **Version:** 1

CONTINUED DISCUSSION OF PRIORITY BASED BUDGETING

Issue/Request:

CONTINUED DISCUSSION OF PRIORITY BASED BUDGETING

Presenter: Jack Feldman, Management Analyst

Recommendation: N/A

Committee Recommendation: N/A

Continued Discussion of PBB

Finance & Budget Committee

November 6, 2017

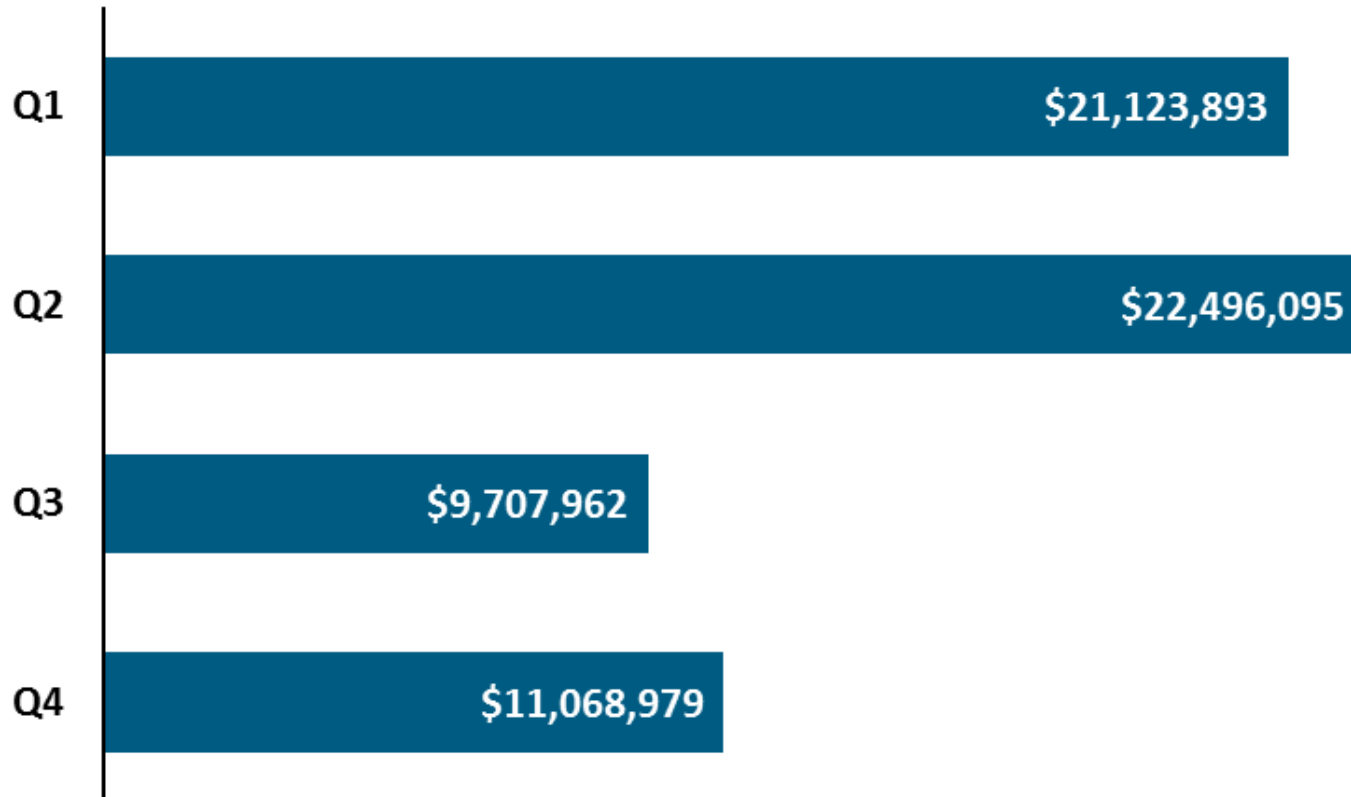
Review of 9/18 Meeting

- GFOA and ICMA best practice
- Priority-Based Budgeting
 - What do we do?
 - Why are we in business?
 - What does it cost?
- Follow-up items

Comparator Cities Implementing PBB

- Shawnee, KS
- Kansas City, MO
- UG/KCK

Predicted LS Quartiles



*Estimated from FY17 Original Adopted General Fund Budget

Administration Program Menu

LBP Programs

- Administration
- Policy/Legislative
- Community Relations
- HR: Administration
- HR: Employee Services
- HR: Safety & Risk Management

Programs and Services

- City Manager's Office
- CC Staff Support
- Annual Performance Audit
- Budget Planning
- Chamber Marketing PSA
- City Clerk
- City Council Operations
- Election
- Sunshine Requests
- Boards & Commissions
- Cultural Arts
- Creative Services
- HR: Recruiting and Hiring
- HR: Benefits Admin
- HR: Employee Services and Training
- HR: Wellness program
- HR: Safety & Risk Management
- HR: Labor Relations
- Interfund Transfers/Operating costs

PW Engineering Program Menu

LBP Programs

- Administration
- Stormwater Management
- Support to Development
- Support to Water
- Customer Service
- Support to Solid Waste
- Traffic Engineering
- Infrastructure Improvements
- Support to Airport

Programs and Services

- Street lighting
- Transit
- Traffic Engineering
- Traffic Operations
- NTSP
- Transportation planning
- Traffic data collection
- Traffic operations – signals
- Traffic operations – signage
- Traffic operations – markings
- Underground utility location
- Block parties/Events
- Construction contract administration
- Construction engineering

PW Engineering Program Menu

LBP Programs

- Administration
- Stormwater Management
- Support to Development
- Support to Water
- Customer Service
- Support to Solid Waste
- Traffic Engineering
- Infrastructure Improvements
- Support to Airport

Programs and Services

- Project plan development
- Project management
- Stormwater engineering
- Sanitary sewer engineering
- Street and Roadway engineering
- Aviation engineering
- Right of way management
- Right of way acquisition
- Pavement infrastructure management
- Environmental services
- Records management
- General engineering
- Bridge program
- Pavement management-overlay
- Pavement management- surface seal
- Pavement management- crack seal
- Pavement management- curb repl.

PW Engineering Program Menu

LBP Programs

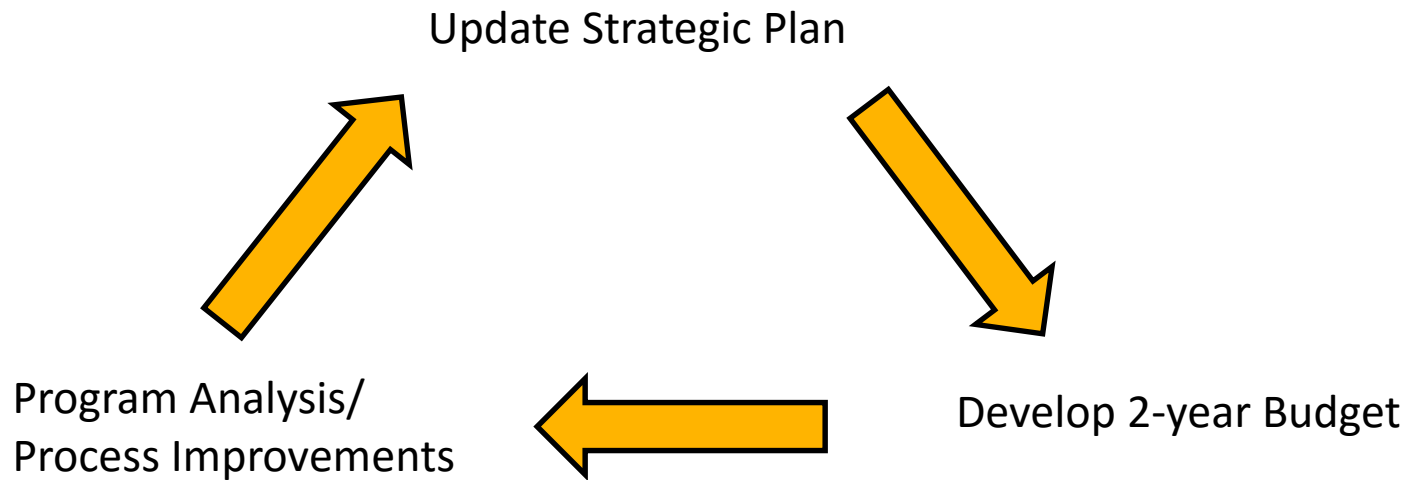
- Administration
- Stormwater Management
- Support to Development
- Support to Water
- Customer Service
- Support to Solid Waste
- Traffic Engineering
- Infrastructure Improvements
- Support to Airport

Programs and Services

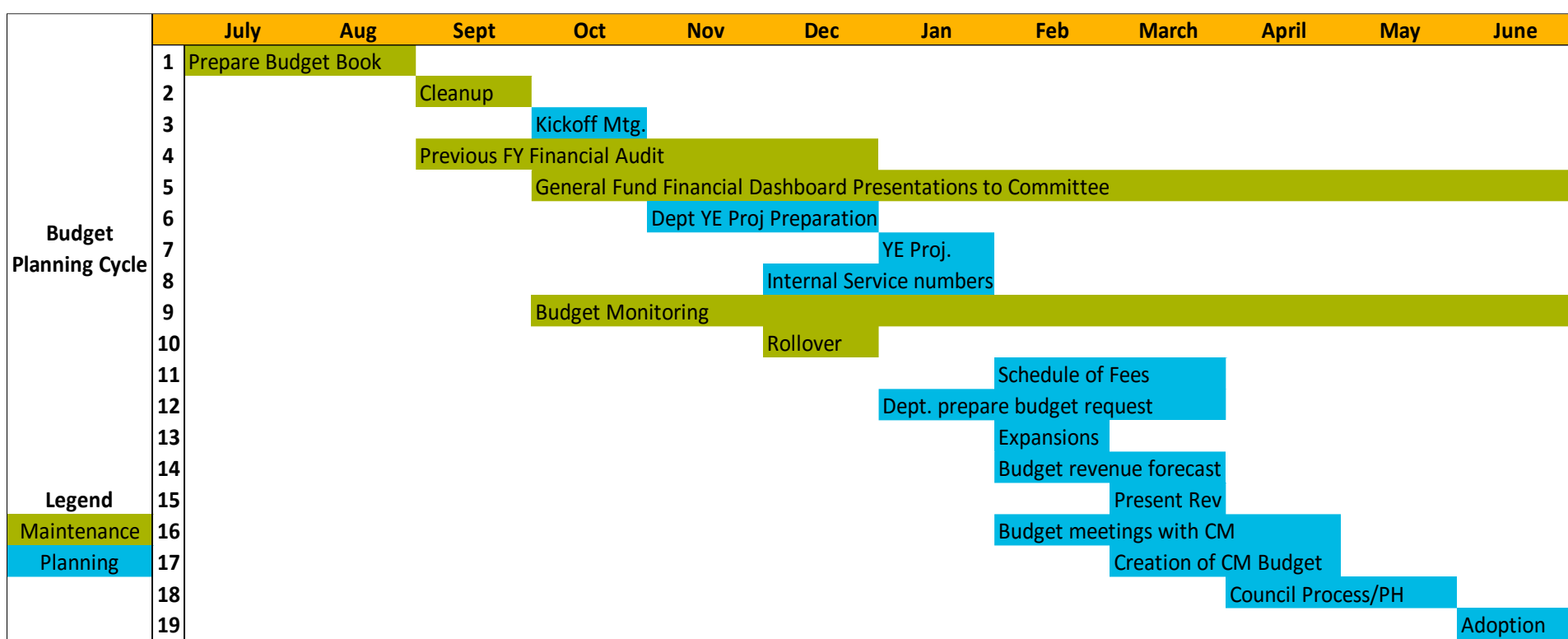
- Sidewalk program
- Capital project bidding
- Flood Plain administration
- Adopt a stream
- Rain garden maintenance
- Emergency Operations
- Public communications
- Event planning
- Customer service
- Support to elected/appointed bodies
- Personnel management
- Management, planning, and administration

Biennial Budget Cycles

- Transition the City to two-year budget planning cycles



Current Budget Calendar



Proposed Budget Calendar, Year 1

		July 2018	Aug 2018	Sept 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	March 2019	April 2019	May 2019	June 2019
FY20 Budget Planning	1	FY20 Strategic Planning											
	2		Admin/MT Budget Planning										
	3			Schedule of Fees									
	4			Dept. Budget Planning									
	5						Present Rev						
	6						Budget mtgs with CM						
	7						Creation of CM Budget						
	8								Council Process/PH				
	9									Adoption			



Proposed Budget Calendar, Year 2

		July 2019	Aug 2019	Sept 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	March 2020	April 2020	May 2020	June 2020	
FY21 Budget Planning	1	Program Analysis												
	2				Forecast Updates and Revisions									
	3							Budget Adj.						
	4							Council Process/PH						
	5								Adoption					
	6											FY22 Strategic Planning		



Budget Monitoring Calendar

		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Annual Current FY Budget Monitoring Activities	1			Cleanup									
	2			Previous FY Financial Audit									
	3				Performance			Performance			Performance		
	4				General Fund Budget Dashboard Presentations to Committee								
	5						Rollover						
	6					Dept YE Proj Preparation							
	7							YE Proj.					
	8										Prepare Budget Book		
	9				Budget Monitoring								



Next Steps

- Work through the procurement process to deliver a PBB in FY20.
- Identify budget capacity to fund PBB-related software on an annual basis.