



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

Thursday, August 11, 2016

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

REGULAR SESSION NO. 9 - AMENDED

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

1. PUBLIC COMMENTS:

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

2. COUNCIL COMMENTS:

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

3. APPROVAL OF CONSENT AGENDA:

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

- A. [2016-0443](#) Mayor's Appointments
- B. [2016-0437](#) Sunday Liquor License for Someplace Else

4. PROPOSED ORDINANCES:

- A. [BILL NO. 16-167](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND BFRE, LLC FOR A PERIOD OF SIX YEARS WITH OPTIONS FOR TWO ADDITIONAL SIX YEAR TERMS.

- B. [BILL NO. 16-168](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2016-124 FOR LAWSON CONSULTING SERVICES TO CIBER, INC. FOR AN AMOUNT NOT TO EXCEED \$165,577.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIBER, INC. FOR LAWSON CONSULTING SERVICES.
- C. [BILL NO. 16-169](#) AN ORDINANCE APPROVING AMENDMENT NO.1 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.
- D. [BILL NO. 16-170](#) AN ORDINANCE APPROVING AMENDMENT NO.2 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 WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2017 FROM THE GENERAL FUND RESERVE BALANCE.

5. **OTHER BUSINESS:**

- A. [2016-0444](#) Discussion of Performance and Financial Audits
- B. [2016-0464](#) Discussion of Public Safety Communication System and Facility Funding Options

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

7. **COUNCIL ROUNDTABLE:**

8. **STAFF ROUNDTABLE:**

9. **ADJOURNMENT**

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

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

Packet Information

File #: 2016-0443, **Version:** 1

Mayor's Appointments

Issue/Request:

Arts Council: Appoint Nick Parker, term to expire 7/22/19.

Key Issues:

Due to term expiration Mayor Rhoads is seeking City Council approval of his appointment to the Arts Council.



LEE'S SUMMIT MISSOURI

Mayor Randall L. Rhoads

DATE: August 5, 2016
TO: City Council
FROM: Mayor Randall L. Rhoads
RE: Boards and Commissions Appointments

I am submitting the following appointments for the Council's approval:

Mayor's Appointments:

Arts Council: Appoint Nick Parker term to expire 7-22-19.

Packet Information

File #: 2016-0437, **Version:** 3

Sunday Liquor License for Someplace Else

Issue/Request:

Approval of type S Liquor License for **Someplace Else**, 3512 SW Market St., LSMO 64082.

Background:

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

The Director of Liquor Control recommends approval of the Type S license application for **Somplace Else**.



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

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

Sole Owner & Operator [X] (LLC) Corporation [] Partnership []

Applicant's Name: Teresa Stimac

Business Name: Somewhere Else Phone: 816

Business Address: 3512 SW Market St Lee's Summit, MO 64082

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

County of Jackson)

SS

State of Missouri)

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

Teresa Stimac
Applicant's Signature

Subscribed and sworn to before me this 27th day of July 2016
My commission expires: 5-3-19

ELYANE LYNCH
Notary Public, Notary Seal
State of Missouri
Johnson County
Commission # 15635199
My Commission Expires May 03, 2019

Elyane Lynch
Notary Public

It is recommended this application be APPROVED DISAPPROVED this 28th day of July, 2016.

Director of Liquor Control

City Council Action: [] Approved [] Disapproved Date:

Packet Information

File #: BILL NO. 16-167, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND BFRE, LLC FOR A PERIOD OF SIX YEARS WITH OPTIONS FOR TWO ADDITIONAL SIX YEAR TERMS.

Issue/Request:

The Airport has approximately 2.7 acres of property available and identified for non-aviation development. The Honda Dealership located at 401 NE Colbern Road dba BFRE, LLC would like to lease this area to expand their auto parking area.

The term(s) of the lease are tied to the Special Use Permit (SUP) for this project on February 18, 2016

Key Issues:

The City approved a Special Use Permit (SUP) for this project on February 18, 2016. The Lee's Summit Honda Dealership entered a temporary ground lease and are currently paying the Airport for vehicles being parked on Airport property. The term is for six years, with a two percent increase annually. Federal Aviation Administration requirements limit non-aviation agreements to six year terms. At the end of the six year term the property will be reappraised and a new value will be established for the second six year term.

Proposed City Council Motion:

FIRST READING: An Ordinance Authorizing the Execution of a Lease Agreement By and Between the City of Lee's Summit and BFRE, LLC For a Period of Six Years With Options For Two Additional Six Year Terms. I move for second reading.

SECOND READING: An Ordinance Authorizing the Execution of a Lease Agreement By and Between the City of Lee's Summit and BFRE, LLC For a Period of Six Years With Options For Two Additional Six Year Terms. I move for adoption.

Background:

The Honda Dealership located at 401 NE Colbern Road wants to lease Airport property to expand their dealership parking area. The Airport owns 18.1 acres of property adjacent to the dealership purchased for the purpose of protecting the approaches to Runway 18/36 known as the Runway Protection Zone (RPZ). The purchase was an entire taking which resulted in a remnant of 2.78 acres of property outside the RPZ area. The 2010 Airport Business Plan identified several tracts of Airport property in the study that were potential sites for non-aviation development. Ground leases for these sites generate a higher level of revenues since they are non-aviation commercial sites. This tract is one of the non-aviation commercial sites.

The property is limited to its usage due to the proximity to the Airport Runway Protection Zone and associated

height restrictions. This property is currently hayed generating \$180.00 for the entire 18.1 acres. Sections of this property could be disturbed during the current airport earthwork project and will become non-productive for some years until a hay crop can be reestablished. Normally two to five years.

Impact/Analysis:

This lease will generate \$56,916.00 annually in ground lease revenues with a two percent increase annually for the first six years. The ground lease is for 2.78 acres @ 4.40 per square foot for a total of 121,096.8 square feet.

Timeline:

Other Information/Unique Characteristics:

This lease agreement is tied to the term of the Special Use Permit approved in February 2016.

John Ohrazda, Airport Manager

Recommendation: Staff Recommends approval of an Ordinance Authorizing the Execution of a Lease Agreement By and Between the City of Lee's Summit and BFRE, LLC For a Period of Six Years With Options For Two Additional Six Year Terms

Committee Recommendation:

BILL NO. 16-167

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND BFRE, LLC FOR A PERIOD OF SIX YEARS WITH OPTIONS FOR TWO ADDITIONAL SIX YEAR TERMS.

WHEREAS, the City of Lee's Summit is the owner of the Lee's Summit Municipal Airport ("Airport"); and,

WHEREAS, the Airport contains real property which BFRE, LLC wishes to utilize; and,

WHEREAS, the City and the BFRE, LLC desire to enter into a lease agreement whereby BRE LLC would lease real property from the City located at the Airport and develop additional automobile parking area for its auto dealership thereupon pursuant to the terms of the lease agreement 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. The lease agreement by and between the City of Lee's Summit, Missouri and BFRE, LLC generally for lease of real property at the Lee's Summit Municipal Airport, a true and accurate copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

City Attorney *Brian W. Head*

City Council Information Form



DATE: 02/09/2016

ASSIGNED STAFF: Ronald Seyl

DEPARTMENT: Planning&Development

TYPE OF FORM: Public Hearing

Form No.: 5282

APPROVALS:

None

ISSUE/REQUEST:

PUBLIC HEARING – Appl. #PL2015-197 – SPECIAL USE PERMIT for automotive sales – Lee’s Summit Honda parking lot addition, 301 NE Colbern Rd.; BFRE, LLC, applicant

KEY ISSUES:

The applicant requests a special use permit for outdoor auto sales at 301 NE Colbern Rd. The property is currently a vacant lot zoned CP-2 (Planned Community Commercial District). A proposal for a 39,765 square foot parking lot will be submitted under a separate final development plan application for administrative approval. The subject property is owned by the City, and the applicant is currently negotiating the lease agreement for the 2.78 acres of City property located west of the existing Honda facility.

A copy of the site plan is included as an attachment for illustrative purposes only. The Unified Development Ordinance allows for a parking lot development, provided no modifications of the Unified Development Ordinance are requested, to be submitted as a final development plan application for administrative staff review and approval. The parking lot addition will provide an additional 107 parking spaces, for outdoor auto display, for the existing Lee’s Summit Honda dealership on the abutting property at 401 NE Colbern Rd.

The applicant requests a 30 year time period; staff recommends 13.5 years to coincide with the expiration of the special use permit for the existing Honda site on the abutting property, which will run through 5/13/2029.

PROPOSED COMMITTEE MOTION:

Should the Council vote to draft an Ordinance for Appl. #PL2015-197 - SPECIAL USE PERMIT for automotive sales - Lee's Summit Honda parking lot addition, 301 NE Colbern Rd.; BFRE, LLC, applicant, one has been included in tonight's agenda.

PROPOSED CITY COUNCIL MOTION:

I move

FIRST MOTION:

SECOND MOTION:

BACKGROUND:(including location, programs/departments affected, and process issues)

IMPACT/ANALYSIS:**TIMELINE**

Start:

Finish:

OTHER INFORMATION/UNIQUE CHARACTERISTICS:**STAFF RECOMMENDATION**

Staff recommends **APPROVAL** of the special use permit, subject to the following:

1. The special use permit shall be granted for a period of 13.5 years to coincide with the expiration of the Special Use Permit for the existing Honda site at 401 NE Colbern Rd., which will run through 5/13/2029.
2. The special use permit shall not take effect until such time as a lease agreement between the City and applicant is executed for the subject property.
3. Inoperable vehicles, as defined in the City's Unified Development Ordinance, shall not be stored on the subject lot.
4. Recreational vehicles, as defined in the City's Unified Development Ordinance, shall not be stored on the subject lot.
5. Construction equipment, as defined in the City's Unified Development Ordinance, shall not be stored on the subject lot.
6. The special use permit shall be granted for no less than the entire 2.78 acres of the subject property located outside the runway protection zone.

OTHER BOARDS AND COMMISSIONS ASSIGNED: Not Applicable

DATE:

ACTION:

Voted unanimously by voice vote to recommend **APPROVAL** of Application PL2015-197, Special Use Permit for automobile sales: Lee's Summit Honda parking lot addition, 301 NE Colbern Rd; BRFE, LLC, applicant; subject to staff's letter of January 22, 2016, specifically Recommendation Items 1 through 6.

COUNCIL COMMITTEE ASSIGNED: Not Applicable

DATE:

ACTION:

List of Reference Documents Attached

1. Planning Commission Minutes
2. Staff Letter
3. Parking Lot Final Development Plan
4. Special Use Permit Criteria
5. Photo's of Adjacent Properties
6. SUP Table
7. Location Map

City of Lee's Summit

Planning & Codes Administration

220 SE Green Street Lee's Summit, MO 64063
Phone (816) 969-1600 Fax (816) 969-1619

February 18, 2016

CITY COUNCIL

**PUBLIC HEARING - Appl. #PL2015-197 – SPECIAL USE PERMIT for automotive sales –
Lee's Summit Honda parking lot addition, 301 NE Colbern Rd.; BFRE, LLC, applicant**

Exhibit (A) - List of Exhibits 1-20.

1. Application for special use permit dated November 24, 2015.
2. Notice of Planning Commission public hearing published in the Lee's Summit Journal on January 8, 2016, for the January 26, 2016 meeting.
3. Affidavit from the Lee's Summit Journal of publication of the Planning Commission notice.
4. Letter sent to property owners within 185 feet of the site dated January 8, 2016.
5. List of property owners within 185 feet of the site, prepared by the applicant.
6. Affidavit of Notice to Property Owners, notifying them of the Planning Commission public hearing. Signed by the applicant and dated January 8, 2016.
7. Curriculum Vitae for Robert G. McKay, AICP.
8. Unified Development Ordinance No. 5209, as amended.
9. 2005 City of Lee's Summit Comprehensive Plan, adopted by the Planning Commission, as amended.
10. First Amended Charter of the City of Lee's Summit, Missouri, adopted November, 2007.
11. Location map.
12. Table of Special Use Permits for Cars, Trucks, Boat and Trailer Sales
13. Photos of subject and surrounding properties, date stamped November 24, 2015
14. Special Use Permit criteria addressed by the applicant, date stamped November 24, 2015
15. Drawings of proposed parking lot, dated January 19, 2016
16. City Council Packet Form dated January 22, 2016
17. Notice of City Council public hearing published in the Lee's Summit Journal on January 29, 2016, for the February 18, 2016 meeting.
18. Affidavit from the Lee's Summit Journal of publication of the Planning Commission notice.
19. Minutes from the January 26, 2016 Planning Commission meeting
20. City Council Packet Form, dated February 9, 2016

A

Road". The name had become rather confusing as parts of the road now went in different directions. Jamestown ran south to north within the subdivision and this name change would be a cleanup and clarification of addresses and street names.

Following Mr. Schlicht's presentation, Chairperson Norbury asked for staff comments.

Ms. Thompson entered Exhibit (A), list of exhibits 1-14 into the record. She confirmed that this was a street name change; adding that this was a condition of approval for the subdivision's rezoning preliminary development plan. It was necessary to keep the name of the north-south collector street consistent. Staff recommended approval of the name change.

Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. As there were none, he then asked if the Commission had questions for the applicant or staff. There were no questions, and Chairperson Norbury closed the public hearing at 5:08 p.m. and asked for a motion.

Mr. DeMoro made a motion to recommend approval of continued Application PL2015-183, Street Name Change: proposed NE Jamestown Drive (change from NE Bowlin Road), the ¼-mile long north-south segment of NE Bowlin Road located north of the future Monticello residential subdivision; Engineering Solutions, LLC, applicant; subject to staff's letter of January 22, 2016. Mr. Funk seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. DeMoro, seconded by Mr. Funk, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2015-183, Street Name Change: proposed NE Jamestown Drive (change from NE Bowlin Road), the ¼-mile long north-south segment of NE Bowlin Road located north of the future Monticello residential subdivision; Engineering Solutions, LLC, applicant; subject to staff's letter of January 22, 2016.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

3. Application #PL2015-197 – SPECIAL USE PERMIT for automobile sales – Lee's Summit Honda parking lot addition, 301 NE Colbern Rd; BRFE, LLC, applicant

Chairperson Norbury opened the hearing at 5:09 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. Jason Sadler of Davidson Architecture and Engineering gave his address as 4301 Indian Creek Parkway in Overland Park, Kansas. He stated that this Special Use Permit was for outdoor automobile sales, just to the west of the current Lee's Summit Honda business. The 40,000 square foot parking lot would have 107 spaces. The owner was currently negotiating a lease with the City for the property, which was 2.78 acres. The lot would have no new curb cuts but only access from the current parking lot.

Chairperson Norbury asked Mr. Sadler if the applicants agreed with staff's six Recommendation Items, and Mr. Sadler answered that they did. Chairperson Norbury then asked for staff comments.

Mr. Seyl entered Exhibit (A), list of exhibits 1-16 into the record. He stated that the application was for a parking lot expansion of 39,765 paved square feet, and 107 spaces. Combined with the existing 288 spaces to the east, the total would be 395 spaces; to be used for employee parking and for vehicle repair and display. Total impervious surface would be 33%, with a maximum of 80% allowed in this zoning district. A Special Use Permit was required because vehicles would be displayed for sale on the expansion of the five-acre facility adjoining to the east. Staff recommended approval of the SUP for a period of 3.5 years (Recommendation Item 1). This coincided with the expiration date of the SUP for the Honda dealership. They recommended approval of the application, subject to Recommendation Items 1 through 6.

Following Mr. Seyl's comments, Chairperson Norbury asked if there was anyone present wishing to give testimony, either in support for or opposition to the application. Seeing none, he then asked if the Commission had questions for the applicant or staff. There were no questions, and Chairperson Norbury closed the public hearing at 5:13 p.m. and asked for discussion among the Commission members or for a motion.

Mr. Delibero made a motion to recommend approval of Application PL2015-197, Special Use Permit for automobile sales: Lee's Summit Honda parking lot addition, 301 NE Colbern Rd; BRFE, LLC, applicant; subject to staff's letter of January 22, 2016, specifically Recommendation Items 1 through 6. Mr. DeMoro seconded.

Chairperson Norbury asked if there was any discussion of the motion. Hearing none, he called for a vote.

On the motion of Mr. Delibero, seconded by Mr. DeMoro, the Planning Commission members voted unanimously by voice vote to recommend **APPROVAL** of Application PL2015-197, Special Use Permit for automobile sales: Lee's Summit Honda parking lot addition, 301 NE Colbern Rd; BRFE, LLC, applicant; subject to staff's letter of January 22, 2016, specifically Recommendation Items 1 through 6.

(The foregoing is a digest of the secretary's notes of the public hearing. The transcript may be obtained.)

4. Application #PL2015-209 – UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENT #55 – Article 5 Zoning Districts, to create the "AZ" (Airport Zone) Zoning District, Article 12 Parking, amending recreational vehicle (RV) and trailer parking regulations, and Article 13 Signs, amending sign ordinance language; City of Lee's Summit, applicant

Chairperson Norbury opened the hearing at 5:15 p.m. and asked those wishing to speak, or provide testimony, to stand and be sworn in.

Mr. McKay entered Exhibit (A), list of exhibits 1-10 into the record. He summarized that this amendment had three parts. One would create an AZ "Airport Zone" as a zoning district; the

City of Lee's Summit

Planning & Codes Administration

220 SE Green Street Lee's Summit, MO 64063
Phone (816) 969-1600 Fax (816) 969-1619

January 26, 2016

PLANNING COMMISSION

PUBLIC HEARING - Appl. #PL2015-197 – SPECIAL USE PERMIT for automotive sales – Lee's Summit Honda parking lot addition, 301 NE Colbern Rd.; BFRE, LLC, applicant

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3. Affidavit from the Lee's Summit Journal of publication of the Planning Commission notice.
4. Letter sent to property owners within 185 feet of the site dated January 8, 2016.
5. List of property owners within 185 feet of the site, prepared by the applicant.
6. Affidavit of Notice to Property Owners, notifying them of the Planning Commission public hearing. Signed by the applicant and dated January 8, 2016.
7. Curriculum Vitae for Robert G. McKay, AICP.
8. Unified Development Ordinance No. 5209, as amended.
9. 2005 City of Lee's Summit Comprehensive Plan, adopted by the Planning Commission, as amended.
10. First Amended Charter of the City of Lee's Summit, Missouri, adopted November, 2007.
11. Location map.
12. Table of Special Use Permits for Cars, Trucks, Boat and Trailer Sales
13. Photos of subject and surrounding properties, date stamped November 24, 2015
14. Special Use Permit criteria addressed by the applicant, date stamped November 24, 2015
15. Drawings of proposed parking lot, dated January 19, 2016
16. City Council Packet Form dated January 22, 2016

City Council Information Form



DATE: 01/22/2016
 ASSIGNED STAFF: Ronald Seyl
 DEPARTMENT: Planning&Development

TYPE OF FORM: Public Hearing

Form No.: 5248

APPROVALS:

None

ISSUE/REQUEST:

PUBLIC HEARING – Appl. #PL2015-197 – SPECIAL USE PERMIT for automotive sales – Lee’s Summit Honda parking lot addition, 301 NE Colbern Rd.; BFRE, LLC, applicant

KEY ISSUES:

The applicant requests a special use permit for outdoor auto sales at 301 NE Colbern Rd. The property is currently a vacant lot zoned CP-2 (Planned Community Commercial District). A proposal for a 39,765 square foot parking lot will be submitted under a separate final development plan application for administrative approval. The subject property is owned by the City, and the applicant is currently negotiating the lease agreement for the 2.78 acres of City property located west of the existing Honda facility.

A copy of the site plan is included as an attachment for illustrative purposes only. The Unified Development Ordinance allows for a parking lot development, provided no modifications of the Unified Development Ordinance are requested, to be submitted as a final development plan application for administrative staff review and approval. The parking lot addition will provide an additional 107 parking spaces, for outdoor auto display, for the existing Lee’s Summit Honda dealership on the abutting property at 401 NE Colbern Rd.

The applicant requests a 30 year time period; staff recommends 13.5 years to coincide with the expiration of the special use permit for the existing Honda site on the abutting property, which will run through 5/13/2029.

PROPOSED COMMITTEE MOTION:

I move to recommend to the Planning Commission approval of the special use permit.

PROPOSED CITY COUNCIL MOTION:

I move

FIRST MOTION:

SECOND MOTION:

BACKGROUND:(including location, programs/departments affected, and process issues)

IMPACT/ANALYSIS:

TIMELINE

Start:

Finish:

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION

1. The special use permit shall be granted for a period of 13.5 years to coincide with the expiration of the special use permit for the existing Honda site at 401 NE Colbern Rd., which will run through 5/13/2029.
2. The special use permit shall not take effect until such time as a lease agreement between the City and applicant is executed for the subject property.
3. Inoperable vehicles, as defined in the City's Unified Development Ordinance, shall not be stored in the subject lot.
4. Recreational vehicles, as defined in the City's Unified Development Ordinance, shall not be stored in the subject lot.
5. Construction equipment, as defined in the City's Unified Development Ordinance, shall not be stored in the subject lot.
6. The special use permit shall be granted for no less than the entire 2.78 acres of the subject property located outside the runway protection zone.

OTHER BOARDS AND COMMISSIONS ASSIGNED: Not Applicable

DATE:

ACTION:

COUNCIL COMMITTEE ASSIGNED: Not Applicable

DATE:

ACTION:

List of Reference Documents Attached

1. Staff Letter
2. Final Development Plan
3. SUP Criteria
4. Photo's of Adjacent Properties
5. SUP Table
6. Location Map

City of Lee's Summit

Department of Planning & Codes Administration

January 22, 2016

TO: Planning Commission
FROM: Robert G. McKay, AICP, Director *RGM*
RE: **PUBLIC HEARING – Appl. #PL2015-197 – SPECIAL USE PERMIT for automotive sales – Lee's Summit Honda parking lot addition, 301 NE Colbern Rd.; BFRE, LLC, applicant**

Commentary

The applicant requests a special use permit for outdoor auto sales at 301 NE Colbern Rd. The property is currently a vacant lot zoned CP-2 (Planned Community Commercial District). A proposal for a 39,765 square foot parking lot will be submitted under a separate final development plan application for administrative approval. The subject property is owned by the City, and the applicant is currently negotiating the lease agreement for the 2.78 acres of City property located west of the existing Honda facility.

A copy of the site plan is included as an attachment for illustrative purposes only. The Unified Development Ordinance allows for a parking lot development, provided no modifications of the Unified Development Ordinance are requested, to be submitted as a final development plan application for administrative staff review and approval. The parking lot addition will provide an additional 107 parking spaces, for outdoor auto display, for the existing Lee's Summit Honda dealership on the abutting property at 401 NE Colbern Rd.

The applicant requests a 30 year time period; staff recommends 13.5 years to coincide with the expiration of the special use permit for the existing Honda site on the abutting property, which will run through 5/13/2029.

Recommendation

Staff recommends **APPROVAL** of the special use permit, subject to the following:

1. The special use permit shall be granted for a period of 13.5 years to coincide with the expiration of the special use permit for the existing Honda site at 401 NE Colbern Rd., which will run through 5/13/2029.
2. The special use permit shall not take effect until such time as a lease agreement between the City and applicant is executed for the subject property.
3. Inoperable vehicles, as defined in the City's Unified Development Ordinance, shall not be stored in the subject lot.
4. Recreational vehicles, as defined in the City's Unified Development Ordinance, shall not be stored in the subject lot.
5. Construction equipment, as defined in the City's Unified Development Ordinance, shall not be stored in the subject lot.
6. The special use permit shall be granted for no less than the entire 2.78 acres of the subject property located outside the runway protection zone.

Project Information

Proposed Use: parking lot for outdoor automotive sales

Zoning: CP-2 (Planned Community Commercial District)

Land Area: 121,097 sq. ft. (2.78 acres)

Building Area: currently vacant lot; no building proposed

Location: 301 NE Colbern Rd.

Surrounding zoning and use:

North: PMIX (Planned Mixed Use District)—vacant

South: MoDOT Right-of-way and I-470 highway

East: CP-2 (Planned Community Commercial District)—Lee's Summit Honda dealership

West: CP-2 (Planned Community Commercial District)—vacant

Background

- May 12, 1924 – The final plat of *Fields Farm, Lots 1-12*, was recorded by the Jackson County Recorder of Deeds by Instrument #1924-I-0184943.
- June 19, 1984 – The City Council approved the rezoning (Appl. #1984-013) of the property located at 301 NE Colbern Rd. from R-1 to C-1 (now CP-2), by Ord. #2541.
- April 27, 1999 – A final development plan was approved for Stadium Honda for an approximately 33,400 sq. ft. building (Appl. #1999-107) on the property located at 401 NE Colbern Rd.
- May 13, 1999 – The City Council approved the special use permit to operate an automobile dealership, Stadium Honda, for a period of 30 years at 301-601 NE Colbern Rd. (Appl. #1999-010) by Ord. #4782.

Conditions of Use for Outdoor Sales or Lease of Motor Vehicles/Equipment.

Section 10.450 of the UDO lists the following conditions that apply to outdoor sales of motor vehicles:

1. **Motor vehicles must be set back ten (10) feet from all property lines or in compliance with the district's setback lines, whichever is greater.** Displayed vehicles will meet the required setbacks from all property lines.
2. **No fencing is permitted in the area forward of the main building or within the front yard setback if no building exists on the premises.** No fencing is proposed forward of the main building or within any front yard setback.
3. **All display or storage areas must be paved and the motor vehicles arranged in an orderly manner.** The display areas will be paved and all vehicles will be arranged in an orderly manner.

Ordinance Criteria. The criteria enumerated in Section 10.050 as well as the regulations in Section 10.450 addressed above were considered in analyzing this request.

- The lot is zoned CP-2. The adjacent lots to the east and west are zoned CP-2. Automotive sales as a primary or accessory use are allowed in the CP-2 zoning districts with a special use permit.

- The proposed outdoor auto sales at this location will not detrimentally affect the appropriate use of neighboring property. The area is “automotive” in nature with three dealerships in succession, and two more within ½ mile.
- The proposed use is not expected to negatively impact traffic and/or parking in the area.

In considering all the criteria and regulations, staff finds the use to be appropriate and recommends approval of the special use permit.

Time Period.

- Request – The applicant requests a 30 year time period.
- Recommendation – Staff recommends a special use permit for a period of 13.5 years to coincide with the expiration of the special use permit for the existing Honda site on the abutting property, which will run through 5/13/2029.

Code and Ordinance Requirements

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

Planning and Codes Administration
1. A final development plan (Appl. 2015-180) shall be submitted, reviewed and approved by the Planning and Codes Administration Department in accordance with the Unified Development Ordinance prior to display of vehicles.

RGM/res

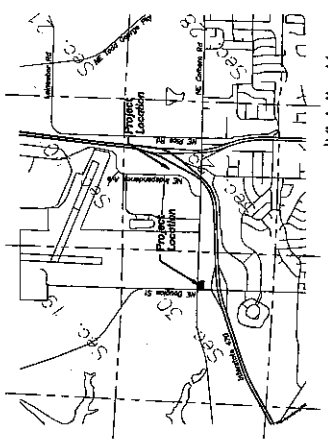
Attachments:

1. Drawings of proposed parking lot (7 pages), dated January 19, 2016, consisting of:
 - Site Plan
 - Dimension Plan
 - Grading and Erosion Control Plan
 - Detention Basin Plan and Storm Water Profile
 - Detail Sheet
 - Landscape Plan
 - Photometric Plan
2. Special Use Permit criteria addressed by the applicant, date stamped November 24, 2015 – 2 pages
3. Photos of subject and surrounding properties, date stamped November 24, 2015 – 3 pages
4. Table of Special Use Permits for Cars, Trucks, Boat and Trailer Sales, updated January 21, 2016
5. Location Map



Final Development Plan for Lee's Summit Honda Parking Lot Expansion 401 NE Colbern Rd Lee's Summit, Jackson County, Missouri 64086

Project Summary:
governing municipality: Lee's Summit, Missouri
governing code: 2000 S.C.C. 2000 P.C.C. 2000
zoning: C-2
site area: 74,799 s.f. = 1.72 acres
total parking: 107 spaces
parking provision: 107 spaces
occupancy group: B (business) / 2-1 (vehicle sales)



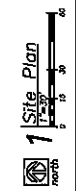
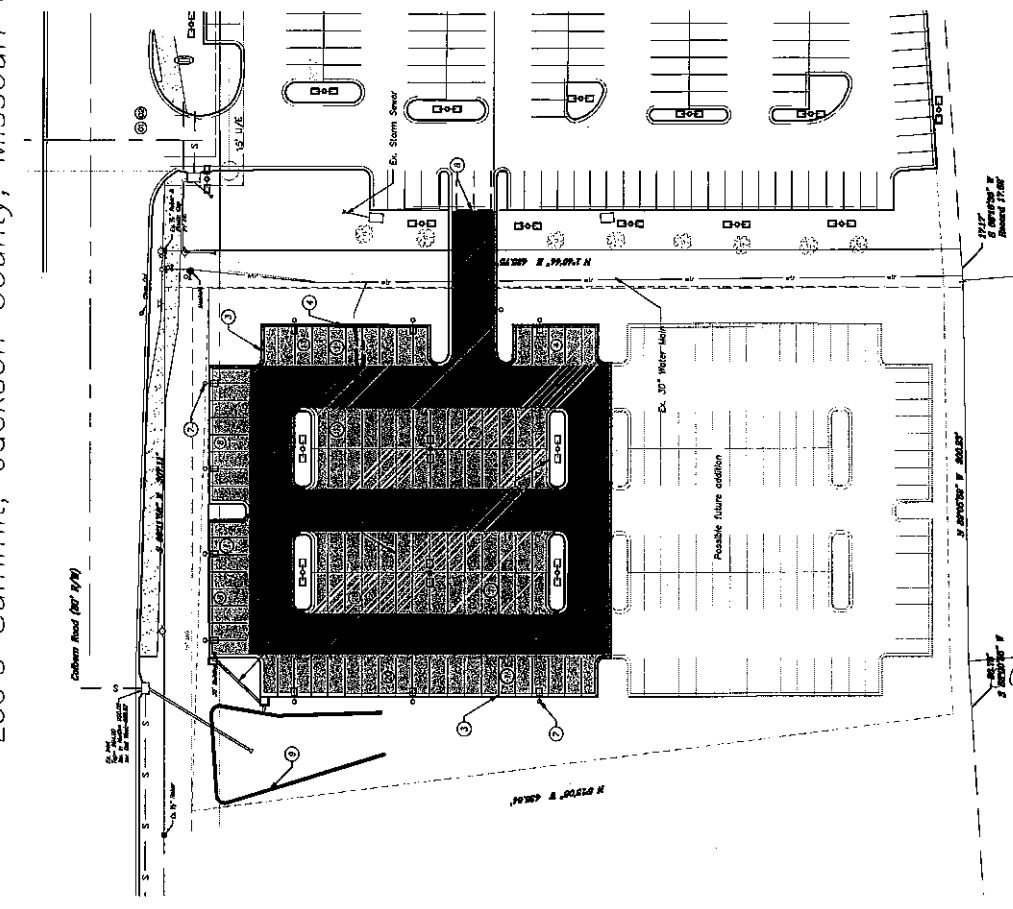
Locality Map
Lot 12 of Plats Form A recorded subdivision located in the southwest quarter of section 29, township 48 north, range 21 west, Jackson County, Missouri

- Sheet Index:**
- C1.0 Cover/Site Plan
 - C2.0 Grading & Erosion Control Plan
 - C3.1 Definition Sheet Plan & Storm Sewer Plan
 - C4.1 Streets

- Utility Legend**
- sanitary main
 - sanitary force main
 - storm sewer (side way)
 - water main
 - water main (flex)
 - water service (domestic)
 - natural gas main
 - natural gas service
 - overhead primary electric
 - underground primary electric
 - underground secondary electric
 - underground telephone
 - overhead cable/fiber/optic
 - underground cable/fiber/optic
 - underground utility/phone/data service

- Construction Legend**
- standard curb & gutter
 - standard "lay" curb & gutter
 - heavy-duty asphalt pavement
 - standard asphalt pavement

- Construction Notes:**
- Construct proposed sidewalk pavement. (see legend)
 - Construct heavy-duty asphalt pavement. (see legend)
 - Construct standard "lay" curb & gutter. (see legend)
 - Construct standard "lay" curb & gutter. (see legend)
 - Install striping, signs, etc. as applicable. (see legend)
 - Site lighting, signs, etc. as applicable. (see legend)
 - Proposed mid-rise block building well. Install perimeter safety guardrail around existing well. System to be Alan Block Classic or approved equal, tp.



a proposed remodel for
Lee's Summit Honda
401 NE Colbern Road
Lee's Summit, Missouri
date: 11.20.2015
prepared by: JLS
checked by: PAM
revision: 01.19.16

sheet number: **C1.0**
drawing type: planning
project number: 13102

January 05, 2016

City of Lee's Summit
Department of Planning & Development
220 SE Green Street
Lee's Summit, Missouri 64063

Re: Lee's Summit Honda Parking Lot Addition
401 NE Colbern Rd.
Lee's Summit, MO 64086
PL2015197

The following is a list of responses to staff comments, dated December 18, 2015, on the above referenced project.

Excise Tax:

Acknowledged.

Planning Review: Ron Seyl

1. Acknowledged. The new survey should be complete any day now and we will get it back in.
2. Acknowledged. Owner has agreed to a length of 13.5 years for the SUP.
3. Acknowledged.
4. Acknowledged.
5. Acknowledged.
6. Acknowledged. Owner has agreed to lease entire 2.78 acres. The lease agreement is in the works.
7. A. Acknowledged.
B. Acknowledged.
C. Acknowledged.

Engineering Review: Gene Williams

1. No Comments.

Fire Review: Jim Eden

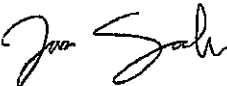
1. Acknowledged

Traffic Review: Michael Park

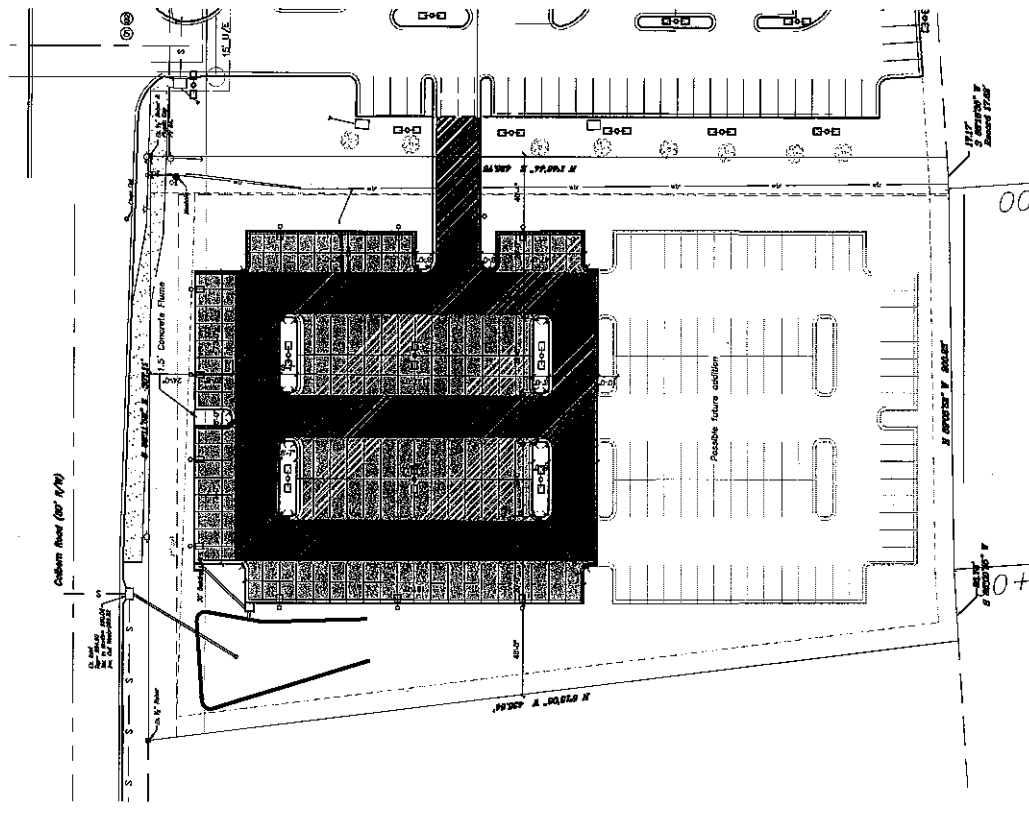
1. No comments.

If there are any questions or clarifications required for this submittal, please do not hesitate to contact my office.

Sincerely,


Jason Sadler





- Property Legend**
- right of way
 - property lines
 - easements
 - setbacks

- Construction Legend**
- stone/brick core & gutter
 - standard "dry" curb & gutter
 - heavy-duty asphalt pavement
 - standard asphalt pavement
 - concrete pavement
 - concrete sidewalk
 - concrete brick pavers

- Utility Legend**
- existing
 - proposed
 - sanitary main
 - sanitary force main
 - storm sewer (catch wall)
 - water main
 - water service (fire)
 - water service (domestic)
 - natural gas main
 - natural gas service
 - overhead primary electric
 - underground primary electric
 - underground secondary electric
 - underground telephone
 - overhead cable/fiber/optic
 - underground cable/fiber/optic
 - underground utility/primary/data service

- Symbol**
- sanitary manhole
 - service structure
 - rectangular structure
 - circular structure
 - fire hydrant
 - water valve
 - water meter
 - natural gas meter
 - electric pole
 - service transformer
 - street light
 - private site lighting
 - cable/optic junction box



UTILITY NOTES

- Boundary information, existing utilities and topographic features shown are based on information supplied by surveyor and others.
- The existing utility locations shown on these plans are approximate and may not indicate all utility lines present. The contractor shall be responsible to call MO ONE CALL and identify field location of all existing underground utilities prior to beginning excavation/construction activities.
- The contractor shall be responsible for any change to any utilities or their structures during excavation/construction activities.
- The contractor shall coordinate all main top and utility services, both temporary and permanent with the city and/or respective utility.
- Utilities shown on the plan with specific elevations and/or structure locations are SUE quality level "B". If storm sewer, sanitary sewer, water, telephone & water and other above-grade utilities. All existing utility information shown is SUE quality level "B", primarily reinforcement of non-call records.

999 existing major contour
 999 existing minor contour
 999 proposed major contour
 999 proposed minor contour



Erosion Control Legend

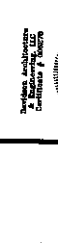
- Limits of disturbance, Disturbed Area = 1.28 acres
- Limits of disturbance, Disturbed Area = 1.28 acres
- Limits of disturbance, Disturbed Area = 1.28 acres

General Notes

1. All construction shall conform to the city's standards in effect on the city's approved date shown on these plans and incorporated herein by reference.
2. Development plans and drainage reports are approved in effect for one (1) year, after which they automatically become void and must be updated and re-approved by the city engineer before any construction will be permitted.
3. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans and the contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
4. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
5. Construction of the improvements shown or indicated by this set of drawings shall not be initiated until the contractor has obtained all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
6. All work shall be done in accordance with the city's standards in effect on the city's approved date shown on these plans and incorporated herein by reference.
7. All utility utilities indicated on the drawings shall be located and protected in accordance with the city's standards in effect on the city's approved date shown on these plans and incorporated herein by reference.
8. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
9. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
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13. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
14. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
15. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
16. Temporary seeding shall be applied to all disturbed areas that are not to be planted with grass within 14 calendar days, and to all disturbed areas that have been brought to final grade but the erosion is not stable.
17. Silt fencing shall be installed using air-laid mesh-matting method. No other method shall be allowed.
18. Contractor shall leave the ends of the silt fence up in order to temporarily impound runoff.
19. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
20. The contractor shall verify existing surface and subsurface ground conditions prior to the start of construction.
21. Slopes shall not exceed 3:1 in all exposed areas.
22. The contractor shall provide a temporary gravel access drive to prevent mud from being tracked onto the adjacent road.
23. All hauler units shall be covered within the right-of-way shall be to 55 percent (55%) compaction of minimum moisture content.
24. All hauler units shall be covered within the right-of-way shall be to 55 percent (55%) compaction of minimum moisture content.
25. All existing utility structures shall be protected and maintained in accordance with the city's standards in effect on the city's approved date shown on these plans and incorporated herein by reference.
26. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
27. Recommendations made by the geotechnical engineer, to be retained by the owner, and contained in the geotechnical report shall be followed.
28. The city engineer shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
29. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.
30. The contractor shall be responsible for obtaining all necessary permits from the city engineer and the city code, the city is not responsible for the accuracy and completeness of the information provided on these plans.

DAVIDSON
 ENGINEERING & ARCHITECTURE
 1100 N. COLBERN ROAD
 SUITE 100
 SUMMIT, MISSOURI 64153
 PHONE: 816.271.1200
 FAX: 816.271.1201
 WWW.DAVIDSONENR.COM

David J. Moore
 License No. 10000
 Exp. 12/31/2015



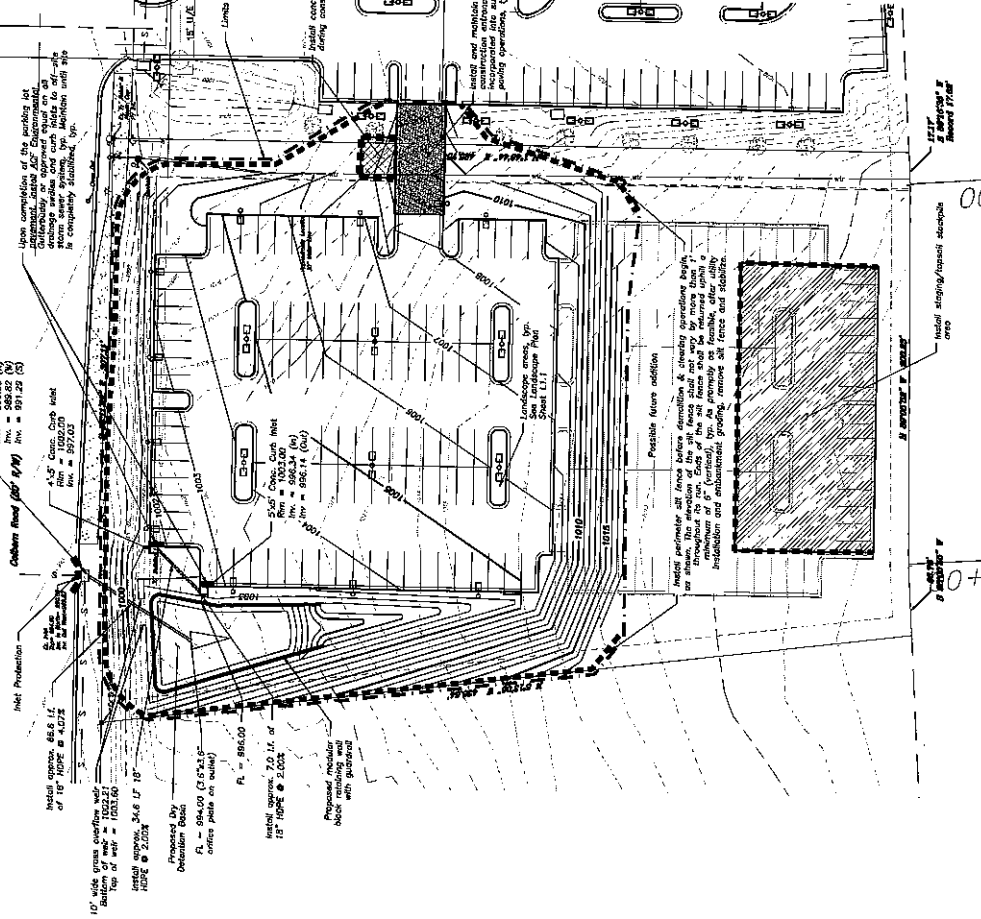
Lee's Summit Honda
 1 NE Colbern Road
 Lee's Summit, Missouri

DATE: 11.20.2015
 DRAWN BY: [Name]
 CHECKED BY: PAM
 REVISIONS: [List]
 01-19-16

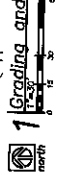
PROJECT NUMBER: **C2-1**
 DRAWING TYPE: Planning
 PROJECT NUMBER: 75702

PROPOSED LEGEND

- property lines
- easement
- setback



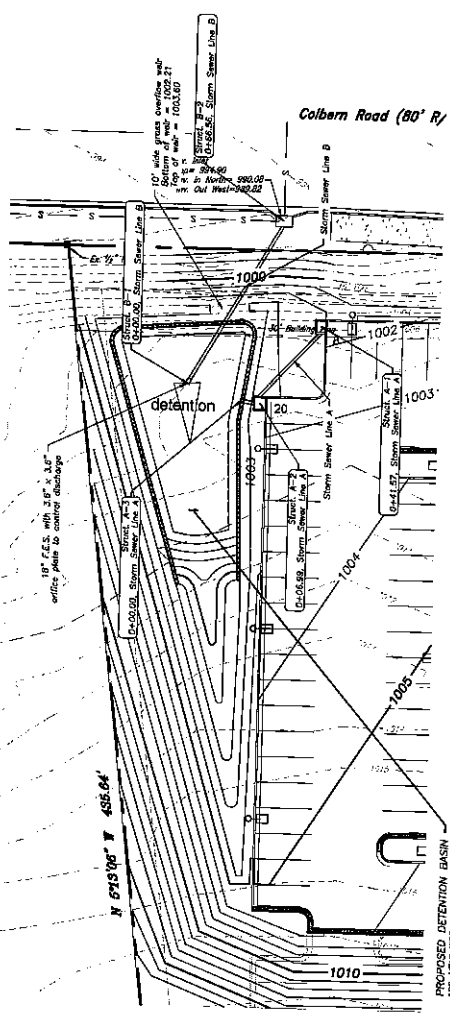
1 Grading and Erosion Control Plan



Scale: 1" = 30'

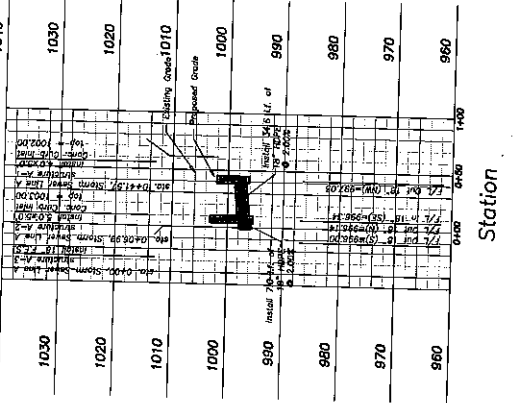
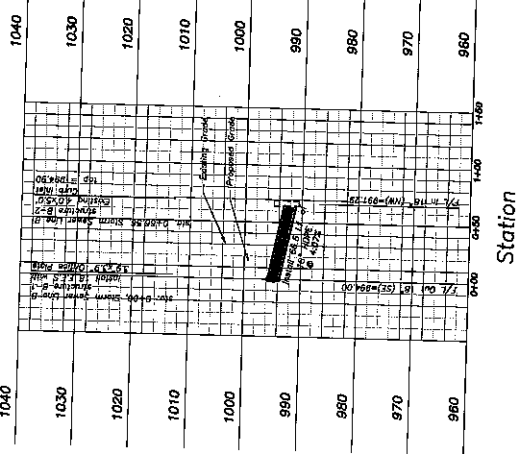
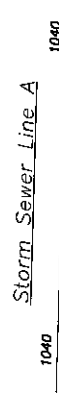
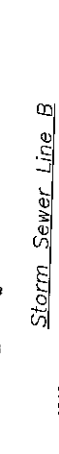


TOTAL SITE AREA = 2.76 ACRES
 ALLOWABLE DISCHARGE FROM PROJECT SITE:
 100-YEAR EVENT = 3 CFS/AC.
 50-YEAR EVENT = 2 CFS/AC.
 10-YEAR EVENT = 0.9 CFS/AC.
 ACTUAL DISCHARGE FROM DETENTION BASIN AND SITE:
 100-YEAR EVENT = 7.43 CFS
 50-YEAR EVENT = 4.28 CFS
 10-YEAR EVENT = 1.24 CFS
 100-YEAR PROPOSED BERM AROUND DETENTION BASIN =
 PEAK WATER LEVEL FOR 100-YEAR EVENT = 1009.59
 FREEBOARD ALLOCATED WITHIN DETENTION BASIN = 1.01
 FEET.



PROPOSED DETENTION BASIN
 100-YEAR PEAK = 1009.59
 50-YEAR PEAK = 1008.07
 10-YEAR PEAK = 1005.00
 Q MAX = 8.89 CFS

3 Detention Basin Plan and Storm Sewer Profiles

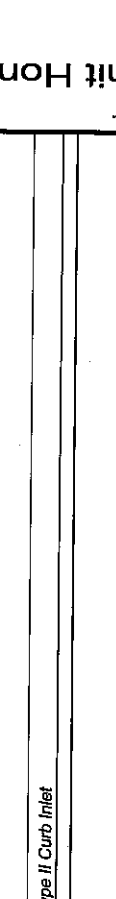




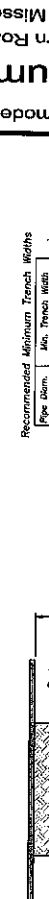
a proposed remodel for
 Lee's Summit
 shown by
 MTC
 checked by
 revisions
 01.18.16



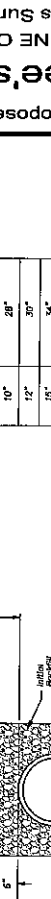
- SEDIMENT FENCE INSTALLATION - SLICING METHOD NOTES**
1. Limit positive height to 24".
 2. Approx fabric to upstream side of post.
 3. With fabric extending out post or granular filter material.
 4. Space posts 10' max on end.
 5. Sink posts on firm, level ground or fabric above ground.



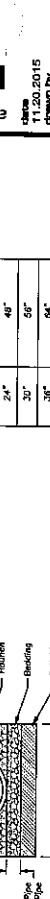
- Horizontal - 6" (6-inch) Width**
- NOTE: Dimensions shown are not acceptable because of structural composition.



- Notes:**
1. 3" expansion joints with 3-16 x 2" dowels to be placed at radius points. These dowels shall be grouted and wrapped an end with expansion tubes.
 2. 1 1/2" deep contraction joints shall be installed at approximately 12' intervals. These joints shall pass through the entire curb section surface.
 3. Concrete shall be KOMB 4K PCC.



- 4 Pavement Sections**
- 2" KCAPWA Type 3-01 Asphalt
 - 5" KCAPWA Type 1-01 Asphalt
 - 12" compacted native subgrade, or compacted subgrade per LDD Article 12.
 - 2" KCAPWA Type 3-01 Asphalt
 - 5" KCAPWA Type 1-01 Asphalt
 - 12" compacted native subgrade, or compacted subgrade per LDD Article 12.
 - 9" compacted native subgrade, or compacted subgrade per LDD Article 12.
 - Heavy-Duty Pavement



- Notes:**
1. All pipe systems shall be installed in accordance with ASTM D3211, "Standard Practice for Underground Installation of Thermoplastic Pipe for Storms and Other Gravity Flow Applications", latest edition.
 2. Measures shall be taken to prevent migration of rubber fines into nearby materials, when required.
 3. **Excavation:** Where the trench bottom is unstable, the Contractor shall excavate to a depth required by the Engineer, unless otherwise specified. The trench shall be backfilled with compacted earth or granular material.
 4. **Bedding:** Bedding material shall be compacted earth or granular material. Bedding thickness shall be 4" (10mm) for 12" x 24" pipe and 6" (150mm) for 30" x 50" pipe (minimum-30mm).
 5. **Initial Depth:** Subgrade material shall be stable to the depth of the pipe. Initial bedding shall be less than 6" above crown of pipe. Material shall be installed as required in ASTM D3211, subject to the Engineer's approval.
 6. **Minimum Cover:** Minimum Cover, K, in non-traffic applications (cross or transverse areas) is 12" from the top of pipe to ground surface. Additional cover may be required to prevent flotation. For traffic applications, minimum cover shall be 18" from the top of pipe to ground surface. For cover for 30" x 50" diameter pipe, measured from top of pipe to bottom of flexible pavement or to top of rigid pavement.

Recommended Minimum Trench Widths

Pipe diam.	Min. Trench Width
6"	23"
8"	26"
10"	28"
12"	30"
15"	34"
18"	38"
24"	46"
30"	50"
36"	54"

Minimum Recommended Cover, Based on Maximum Allowable Loading

Pipe diam.	Min. Cover (ft)	Max. Allowable Loading (PSF)
12"-48"	12"	48*
54"-60"	24"	60*

* without in excess of 25T may require additional cover



- 5 HDPE Pipe Embedment**
1. Min. Trench Width (See Table)
 2. Min. Depth to (See Table)



- Notes:**
1. All pipe systems shall be installed in accordance with ASTM D3211, "Standard Practice for Underground Installation of Thermoplastic Pipe for Storms and Other Gravity Flow Applications", latest edition.
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Minimum Recommended Cover, Based on Maximum Allowable Loading

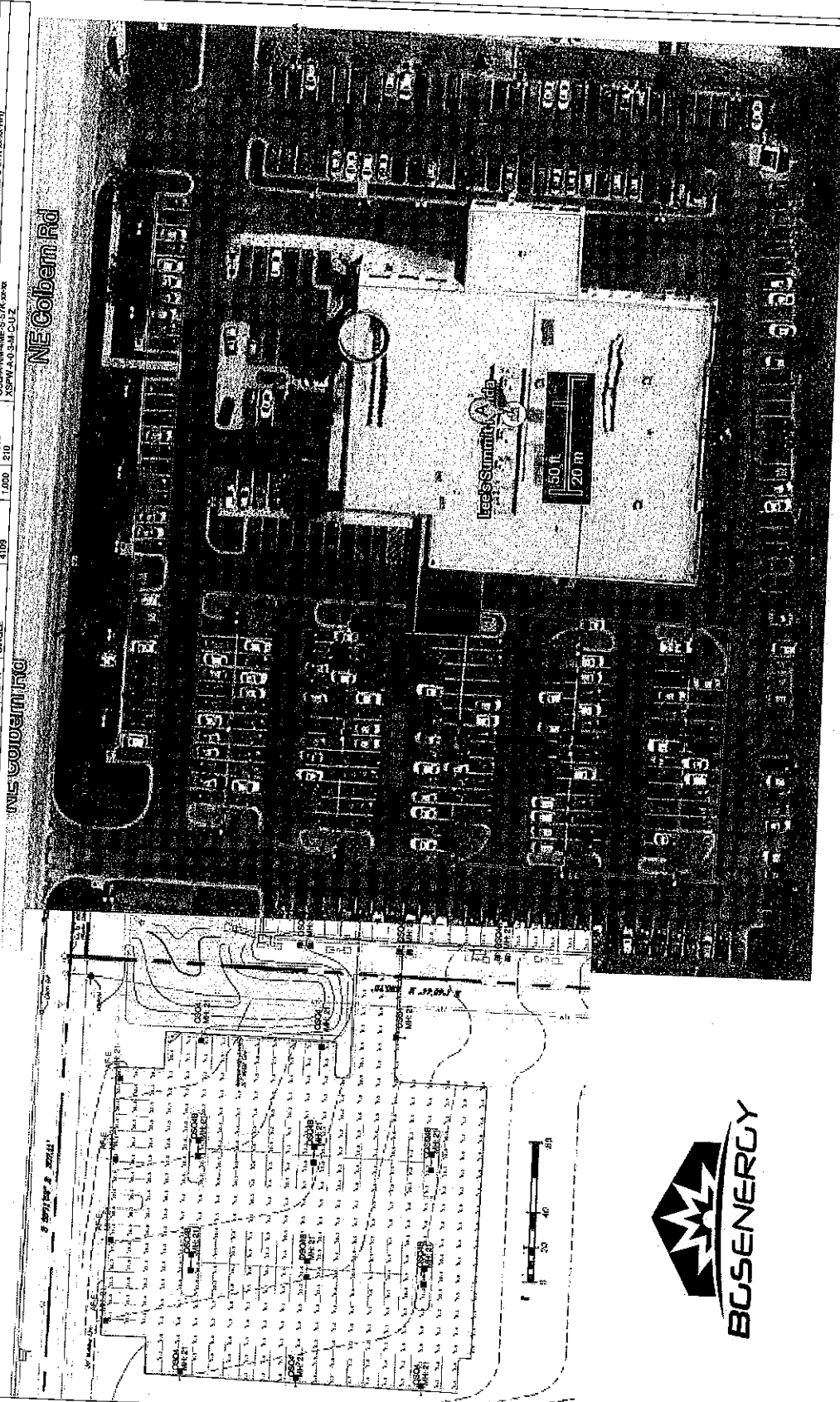
Pipe diam.	Min. Cover (ft)	Max. Allowable Loading (PSF)
12"-48"	12"	48*
54"-60"	24"	60*

* without in excess of 25T may require additional cover

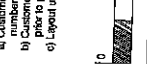
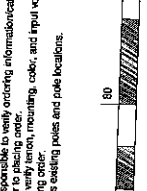
ADDITIONAL EQUIPMENT
(89) OSC-xx-x (OSC MOUNT)

Lab	Avg	Min	Max	Avg/Man	Max/Man
ADDITION	3.42	1.5	5.0	6.21	32.78
ENTIRE SITE	1.1	0.5	2.0	1.0	200.00
MONTHLINE	28.73	5.1	11.4	7.53	32
INVENTORY	18.98	1.0	7.7	5.80	3.21

Use/Equip Schedule	Label	Assignment	LF	Total Wires	Desc/Notes
OSB	11	OSOB	0.960	5883	ARE SHOA-RANGE 200-300
OSB	9	OSOB	0.950	2007	OSC-A-N-A-M-E-S-57K-XXX
OSB	14	OSOB	0.950	1244	OSC-A-N-A-M-E-S-57K-XXX-RL
OSB	25	OSOB	0.930	1244	OSC-A-N-A-M-E-S-57K-XXX-RL
OSB	5	ASBY	1.000	210	ASBY-2-5-SM-CUZ
			4.099		



NOTES:
 a) Customer responsible to verify ordering information/catalogue number prior to placing order.
 b) Customer to verify terrain, mounting, cable, and layout voltage prior to placing order.
 c) Layout reflects existing poles and pole locations.



CREE
 Project Name: Lee Summit Honda
 Date: 10/15/2015
 Scale: 1"=40'
 Footcandle calculated at gross
 Customer No: 01624
 Layout By: Nicholas Kram

1000 5th Street - Sturtevant, WI 53177
 www.cree.com (800) 393-6000
 Cree Illumination results shown on this lighting layout are based on product performance provided to Cree. Cree does not warrant or guarantee the results of procedures conducted under laboratory conditions. Actual field lighting conditions may vary from those shown. Cree is not responsible for fielding alternative scenarios during site construction with an approved budget, lighting, or energy costs.

November 24, 2015

City of Lee's Summit Planning Department
220 Green Street
Lee's Summit, Missouri 64063

Re: Lee's Summit Honda
401 NE Colbern Road
Lee's Summit, MO 64086

SUP Applicant's Letter Response (UDO Section 10.050.)

Reponses are keyed to UDO required explanations:

1. The character of the neighborhood is "automotive" in nature with, two dealerships in succession, and several proposed dealerships to go in across the street.
2. The applicant owns the adjacent east property, and the City of Lee's Summit has agreed to lease the ground in this application to the applicant to be used as additional dealership parking. The south is MoDOT R.O.W and the west is also owned by the City of Lee's Summit.
4. The project will be a continuance of the existing dealership, there should be no visual impact to the area.
5. The property is has MoDOT R.O.W. to the south, and the east property line is the developer of the project. The property across the street is to be developed as automotive use, and the property to the west is owned by the City of Lee's Summit. There should be no negative effects on neighboring properties.
6. This project will help parking at the existing dealership, and should not have a negative impact on traffic along NE Colbern Rd.
7. A storm-water detention area is being provided and drains in to existing storm sewer on NE Colbern Rd., the lot is approved for this type of development in the original land use plan.
8. No noise should be generated from this project.
9. There should be no negative impact on property values, as the project will actually clean up an undeveloped piece of land.
10. The proposed needs stems from Lee's Summit Honda growth, which is positive to the Community.
11. More sales should equal more tax dollars.
12. There should be no impact on public facilities.
13. If the parking lot is not added, the dealership suffers by not being able to service its customers adequately which could affect the operations and health of the business.
14. The project will meet applicable UDO requirements and City requirements.
15. At this time we feel staff supports our project.

RECEIVED

NOV 24 2015

Planning & Codes Admin

-2015-197-

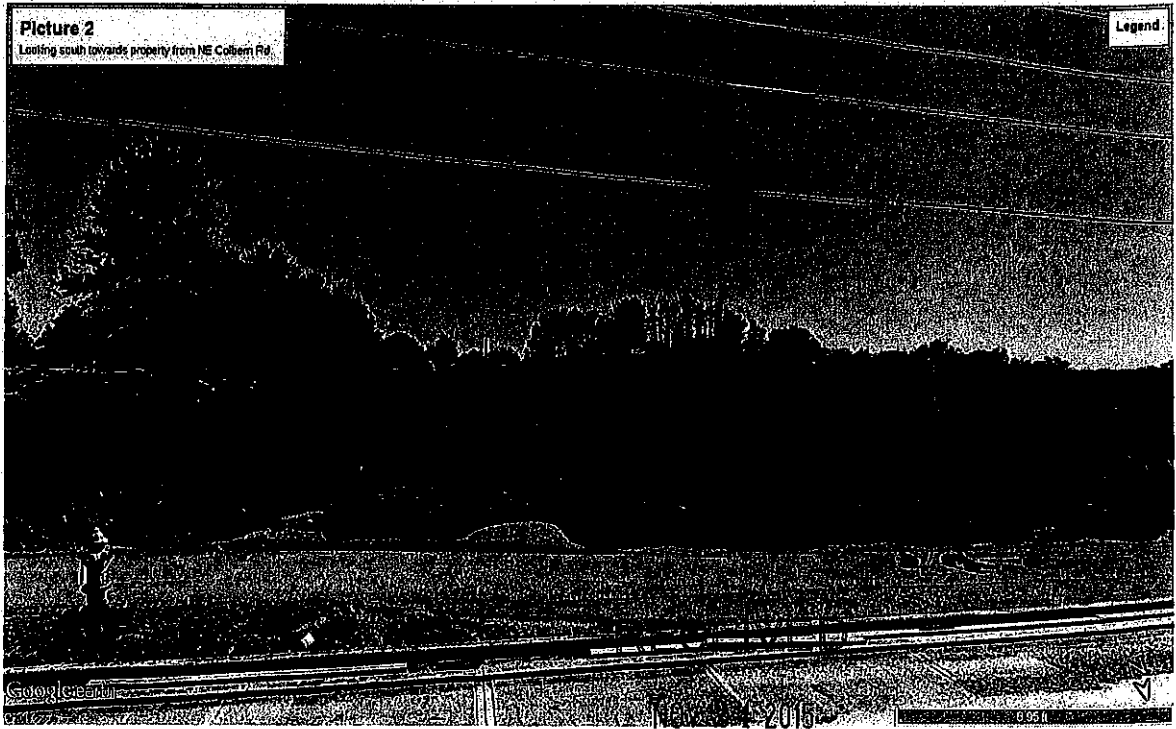
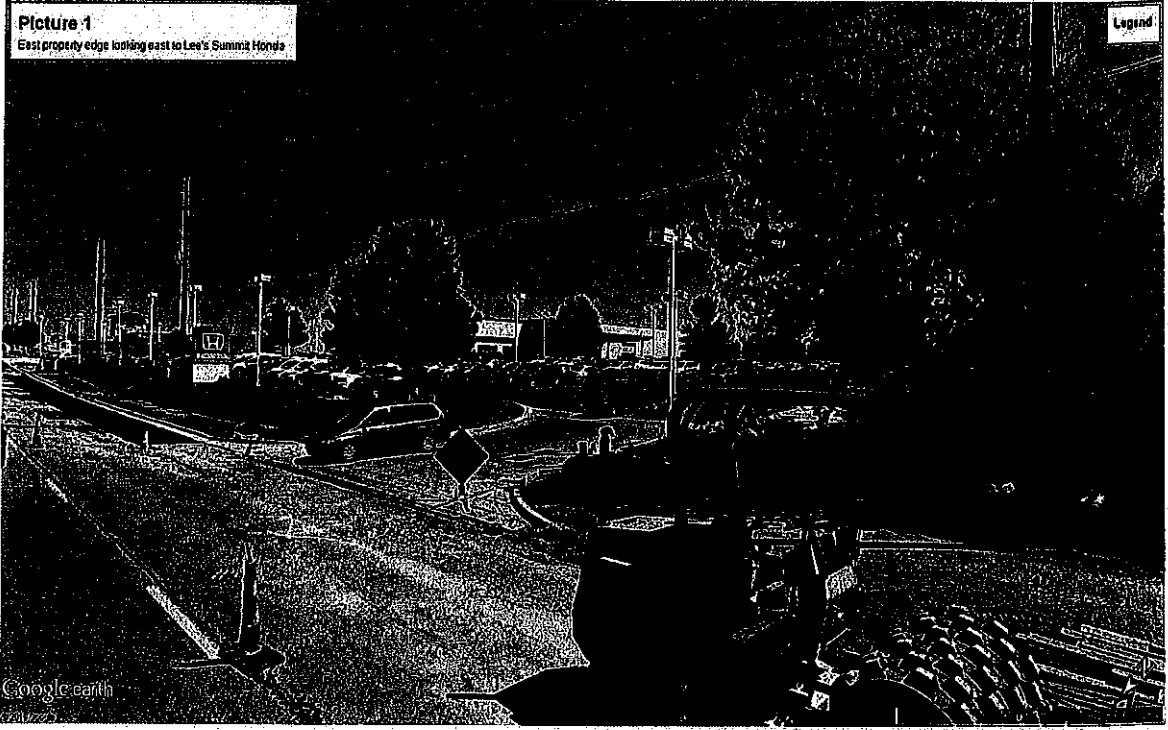


16. This will be a continuation of a parking area, similar to all adjacent automotive uses, including Lee's Summit Honda which already has a special use permit for this activity.

The End

RECEIVED
NOV 24 2015
Planning & Codes Admin
-2015-197-



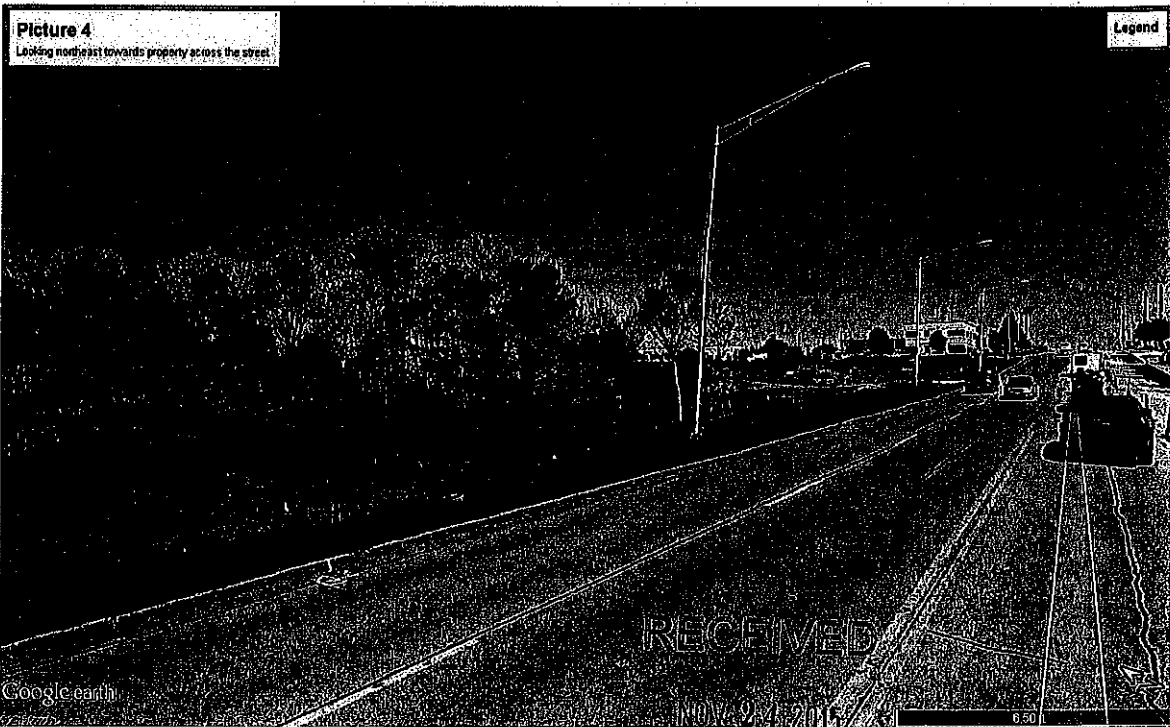
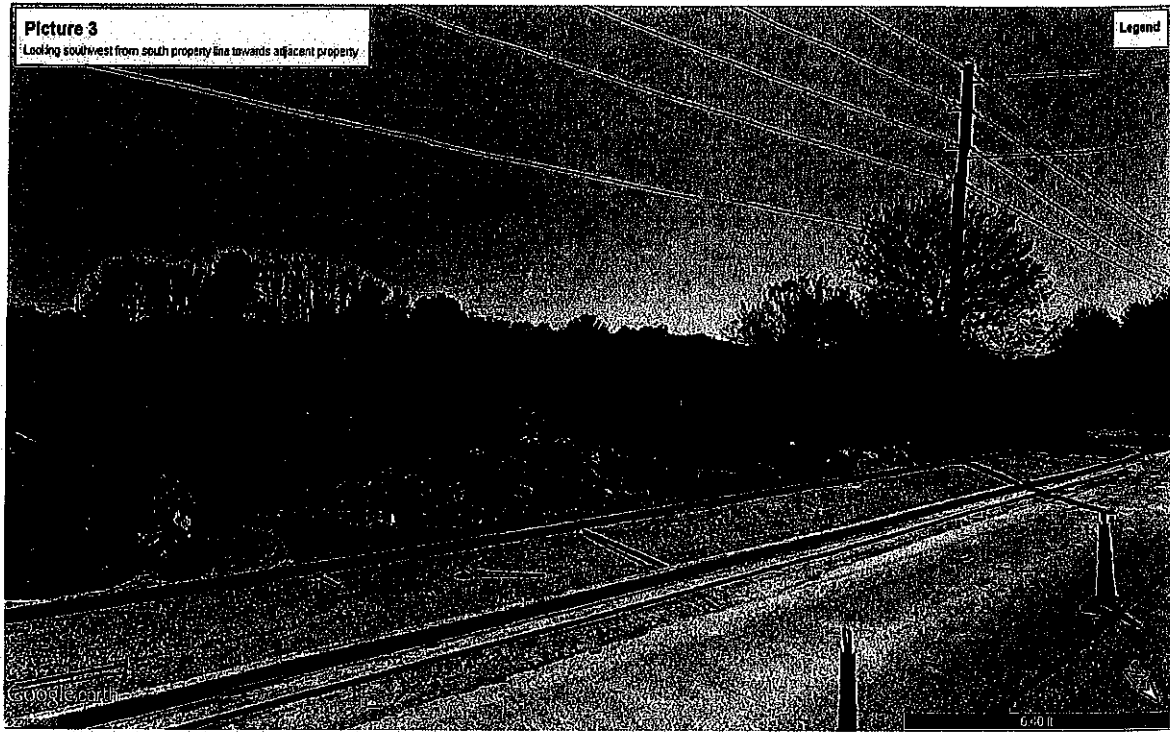


-2015-197-



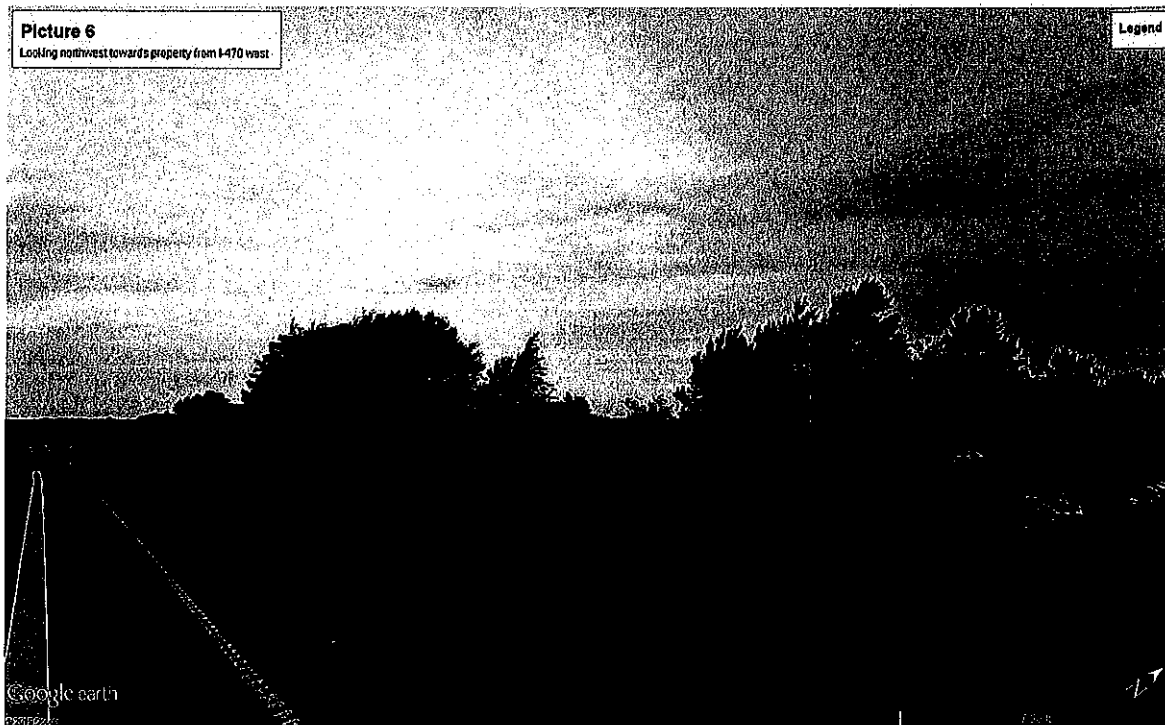
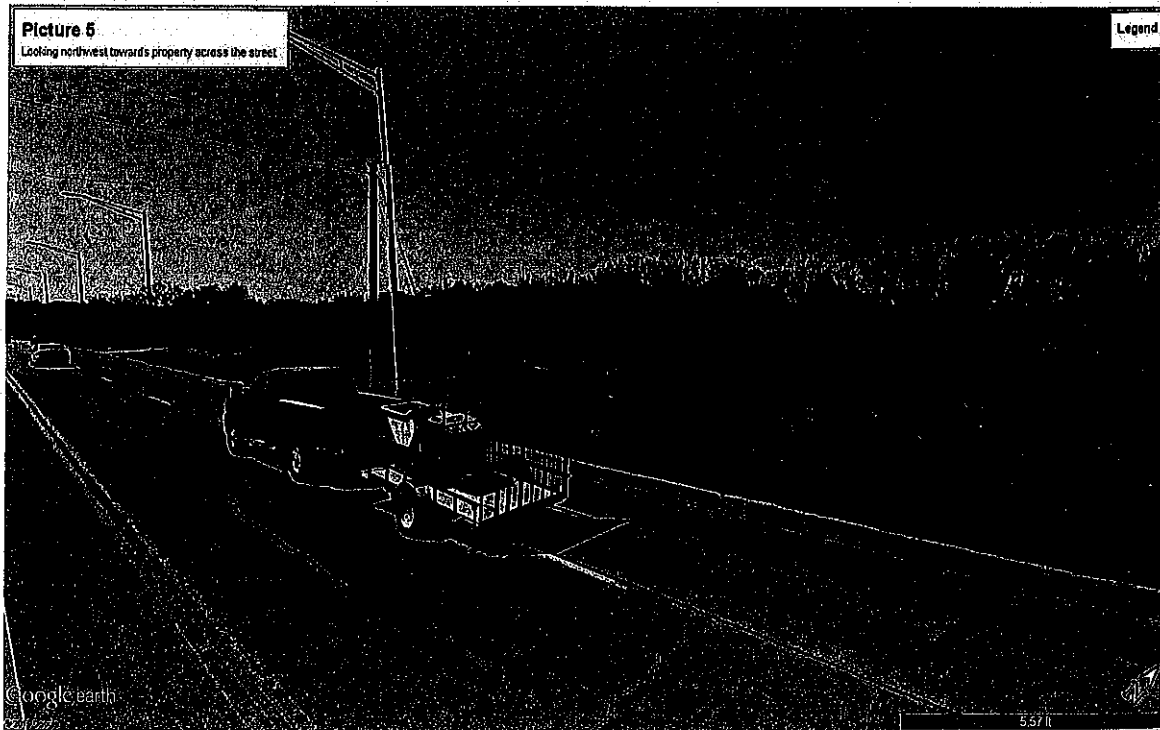
Planning & Codes Admin

4301 Indian Creek Parkway Overland Park, Kansas 66207 p. 913.451.9390 www.davidsonae.com



Planning & Codes Admin

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Special Use Permits for Car, Truck, Boat & Trailer Sales

Appl. No.	Type of Sales	Applicant/Business	Address	Ord. No.	Ord. Date	Years Granted	Expiration Date	Current Status
PL2015-042	Cars	Lee's Summit Subaru	2001 NE Independence	7654	6/18/2015	21	8/17/2036	In effect
PL2015-002	Cars/Trucks	Auto Dreams	1231 SE Century Drive	7607	4/3/2015	10	4/3/2025	In effect
PL2014-155	Cars	HMH Autosport	713 SE M-291 Hwy.	7853	2/19/2015	10	2/19/2025	In effect
PL2014-105	Cars/trucks*	Auto Clinic	957 SE Oldham Pkwy	7552	12/18/2014	10	12/18/2024	In effect
PL2014-004	Cars*	Pit Stop Auto Detailing	1000 SE Blue Pkwy	7445	4/3/2014	10	4/3/2024	In effect
PL2013-134	Cars*	Dad's Garage	1308 SW Market St	7418	1/9/2014	5	1/9/2019	In effect
PL2013-131	Cars	Capital Motors	1703 NE Rice Rd	7411	12/19/2013	10	12/19/2023	In effect
PL2013-122	Cars	Pinnacle Investments	516 SW 3rd St	7407	12/12/2013	3	12/12/2016	In effect
PL2013-114	Cars*	Empire Auto Glass	1300 SW Market St	7383	10/10/2013	5	10/10/2018	In effect
PL2013-094	Cars	Summit Autoplex	712 NW O'Brien Rd	7381	10/10/2013	10	10/10/2023	In effect
PL2013-063	Cars	Volkswagen of Lee's Summit	2225 NE Independence Ave	7352	8/15/2013	20	8/15/2033	In effect
PL2013-014	Cars/Trucks	Instant Auto	2151 NE Independence Ave	7332	5/16/2013	10	5/16/2023	In effect
PL2012-099	Cars*	Sinclair of Lee's Summit	520 SW 3rd Street	7263	12/6/2012	5	12/6/2017	In effect
PL2012-011	Cars*	Roberts Chevrolet	945 SE Oldham Pkwy	7158	3/15/2012	20	11/17/2031	In effect
PL2011-163	Cars	Dave Cross Motors	1120 NW Blue Pkwy	7163	3/22/2012	20	3/22/2032	In effect
PL2011-111	Cars/trucks	Roberts Chevrolet	950 SE Broadway Drive	7111	11/17/2011	20	11/17/2031	In effect
PL2011-097	Cars/trucks*	Jay Hatfield Mobility	1115 SW Oldham Parkway	7106	11/3/2011	7	11/3/2018	In effect
2010-048	Cars*	Herrington Automotive	201 SE Green Street	6981	10/7/2010	5	10/7/2015	In effect
2010-054	Cars	Pickard Auto Sales	1 SE 30th St	6990	11/4/2010	10	9/21/2020	In effect
2010-027	Trucks	KC Wholesale	4244 NE Port Drive	6948	6/17/2010	10	6/17/2020	In effect
2009-091	Cars/trucks	KGP Properties, LLC	453 SE Oldham Pkwy	6857	11/19/2009	10	11/19/2019	In effect
2009-059	Boats	Summit Boats and Gear	1012-A NE Jib Court	6836	10/1/2009	10	10/1/2019	In effect
2009-003	Cars*	Midwest Tire Service	190 NW Oldham Pkwy	6779	4/16/2009	7	4/16/2016	In effect
2007-238	Cars/trucks	McLary Satellite Parking	1101 SE Oldham Pkwy	6581	02/07/2008	12	11/16/2020	In effect
2007-151	Cars/trucks	PRO Leasing Investments, LLC	1343 NW Main Street	6511	10/18/2007	10	10/18/2017	In effect
2007-051	Cars/trucks	Nissan	1025 SE Oldham Pkwy	6426	6/21/2007	20	6/21/2027	In effect
2007-010	Cars/trucks	Bob Sight Ford	607-615 NW Blue Pkwy	6384	4/26/2007	20	4/26/2027	In effect
2006-255	Trailers	Croft Trailer, Inc	2401 SE M-291 Hwy	6327	1/4/2007	20	1/4/2027	In effect
2006-223	Cars	Cooper Auto Service	501 SE Oldham Pkwy	6350	3/1/2007	10	3/1/2017	In effect
2006-149	Cars/trucks	Blue Ridge Mazda	975 SE Oldham Pkwy	6288	10/19/2006	20	10/19/2026	In effect
2006-093	Cars/trucks	Lee's Summit Subaru	2031-2055 NE Independence Ave.	6257	8/17/2006	30	8/17/2036	In effect
2006-075	Cars	Wise Rental	1650 SW Market St	6320	12/21/2006	10	12/21/2016	In effect
2004-266	Cars	HMH Autosport	713 SE M-291 Hwy.	5902	3/3/2005	10	3/3/2015	In effect
2004-164	Cars/trucks*	The Auto Clinic	957 SE Oldham Pkwy	5845	11/18/2004	10	11/18/2014	In effect
2003-098	Cars	Lee's Summit Mitsubishi	1001 SE Oldham Pkwy	5561	7/17/2003	20	7/17/2023	In effect
2000-095	Cars	Jay Wolfe Dodge	1051 SE Oldham Parkway	5066	11/16/2000	20	11/16/2020	In effect
2000-148	Cars	Ray Adams Toyota	501 NE Colbern Road	5020	8/17/2000	30	8/17/2030	In effect
1999-010	Cars	Stadium Honda	401 NE Colbern Rd.	4782	5/13/1999	30	5/13/2029	In effect
1987-052	Cars	Dave Cross Motors	700 NW Blue Pkwy.	3067	11/10/1987	30	11/10/2017	In effect

* Accessory use

Summary:
 4 for 30 years 1987-2006 - new car dealerships in 470/Colbern area-Toyota, Honda, Subaru; plus Dave Cross (on Chipman)
 10 for 20 years 2000-2013 - new car dealerships on 50 Hwy-Dodge, Mitsubishi, Mazda, Nissan, Roberts Chevrolet, plus Summit Ford, Croft Trailer, Dave Cross
 1 for 21 years 2015
 1 for 12 years 2008
 16 for 10 years 2004-2015 - used cars, boats, wholesale, accessory to repair use
 2 for 7 years 2009-2011
 4 for 5 years 2010-2013 - used cars-accessory
 - years 2013 - used cars

21

#PL2015-197 - SPECIAL USE PERMIT
LEE'S SUMMIT HONDA PARKING LOT ADDITION
301 NE COLBERN ROAD
BFRE, LLC, APPL.



Curriculum Vitae
Robert G. McKay, AICP

Professional Experience

- | | |
|---|--|
| Director of Planning and Development | - City of Lee's Summit, Missouri
(8/99 – Present) |
| Director of Planning and Development
Building Official | - City of Leawood, Kansas
(2/87 – 8/99) |
| Director of Community Development | - City of Grandview, Missouri
(3/85 – 2/87) |
| City Development Planner | - City of Dubuque, Iowa
(9/79 – 3/85) |
| Associate Planner | - City of Pocatello, Idaho
(9/78 – 9/79) |
| Assistant City Planner | - City of Ponca City, Oklahoma
(8/77 – 9/78) |

Formal Education

M.S. – South Dakota State University, Geography Major with Urban and Regional Planning Studies Emphasis

B.S. – South Dakota State University, Geography Major, Civil Engineering Minor

Professional Associations

- AICP – American Institute of Certified Planners
- APA – American Planning Association; APA Missouri Chapter; APA Kansas Chapter; KC Metro Section and APA City Planning and Management Division
- ULI – Urban Land Institute, Associate Member

LS_ZIP	owner_name	owner_address	owner_city	owner_state	owner_zip
64086	BFRE LLC	3200 S OUTER RD	BLUE SPRINGS	MO	64015
	TWENTY THREE ACRES LLC	PO BOX 1928	LEES SUMMIT	MO	64063
	CITY OF LEES SUMMIT	220 S MAIN	LEES SUMMIT	MO	64063
64086	THE CITY OF LEES SUMMIT	207 SW MARKET	LEES SUMMIT	MO	64063
	CITY OF LEES SUMMIT	220 S MAIN ST	LEES SUMMIT	MO	64063
	THE CITY OF LEES SUMMIT	207 SW MARKET	LEES SUMMIT	MO	64063

**NOTICE TO PROPERTY OWNERS
PLANNING COMMISSION & CITY COUNCIL**

Date Notice Sent: January 8, _____, 2016

Public hearings will be held on the following application during the meeting of the Planning Commission and City Council of the City of Lee's Summit as noted below.

Application # PL2015-197 Description of Proposal: Special Use Permit for Parking Lot Addition, Lee's Summit Honda

**Location of Property (Street Address): 301 NE Colbern Rd, Lee's Summit, MO 64086
(location map must also be attached)**

Applicant: Lee's Summit Honda

Meeting of: x Planning Commission

Date and Time of Hearing: January 26, 2016, at 5 p.m.

x City Council

Date and Time of Hearing: February 18, 2016, at 6:15 p.m.

Location of public hearing:

X City Council Chambers, City Hall, 220 SE Green St, Lee's Summit, Missouri

**Other: _____
(specify location)**

All interested persons are invited to attend and will have an opportunity to be heard at the public hearing.

Protest Petition: Property owners within 185 feet of the property for which the public hearing is required before the City Council shall have the opportunity to submit a protest petition. The petition shall be in conformance with the Unified Development Ordinance and shall be filed with the office of the City Clerk prior to City Council action. Staff recommends petitions be filed at least two weeks prior to the City Council hearing so the validity of the protest will be verified prior to the hearing.

For more information, contact the Planning & Development Department, City of Lee's Summit, at 816-969-1600.



Signature of Applicant or Agent

*This notice is to be mailed by applicant at least fifteen (15) days prior to the date of the public hearing, to the last known record owner of all property within 185 feet from the boundaries of the property for which the application is being considered.

To Applicant: An affidavit must be filed with the Planning Department prior to the public hearing, certifying that mailed notices have been sent in accordance with Section 4.160 of the Unified Development Ordinance.

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LAND LEASE AGREEMENT

THIS GROUND LEASE (the "Lease") is made this ____ day of _____, 2016, between the City of Lee's Summit, Missouri, hereinafter called "City", and BFRE, LLC, a Missouri limited liability company, currently residing at 401 NE Colbern Road, Lee's Summit, MO 64086, hereinafter called "Lessee".

WITNESSETH

WHEREAS, the City owns certain property described in Exhibit 'A', and the Lessee desires to lease the undeveloped land located on said property upon the terms and conditions hereinafter stated, and the City is willing, upon the terms and conditions stated herein, to lease said property to the Lessee for the limited purposes recited below.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, City leases to Lessee and Lessee leases from City the following described Leased Premises, and all described rights incident thereto, subject to the following:

SECTION 1. LEASED PREMISES

Subsection 1.01. Description of Leased Premises. The real estate upon which the Leased Premises (the "Real Estate") is located consists of one tract and is more particularly described in the attached Exhibit 'A' attached hereto and incorporated by reference as if fully set forth herein. The Leased Premises consists of the undeveloped land located on the Real Estate.

SECTION 2. OBJECTIVES AND PURPOSE OF LEASE

Subsection 2.01. Use of Leased Premises. Lessee shall use the Leased Premises only for the development of a paved automotive parking lot for the Honda Dealership purposes related to the parking, storage and sale of automobiles, trucks and other motor vehicles sold, rented, or leased by Lessee, and for employee parking by Lessee to the extent allowed by the terms of the Special Use Permit #PL2015-197.

Subsection 2.02. Prohibited Uses. The following activities are expressly prohibited:

- A. Lessee will not use erect or permit to be erected on the Leased Premises any structure or building which impacts flight operations to Runway 18/36.
- B. Lessee will not make any alterations or improvements to the Leased Premises without the approval of the City of Lee's Summit.
- C. Lessee will not cut trees without the permission of the City.
- D. Lessee will only house automobiles, trucks and other motor vehicles sold by Lessee under the control of the Lessee on paved surfaces.

SECTION 3. CITY'S REPRESENTATIONS AND WARRANTIES

Subsection 3.01. Title and Authority. The City represents and warrants that it has good and merchantable fee simple title to the Leased Premises and good authority to enter into this Agreement.

Subsection 3.02. Condition of Leased Premises. The City makes no representations or warranties concerning the existence or absence of any surface or subsurface conditions above, on, under or about the Leased Premises, or regarding the suitability of the Leased Premises for any particular use.

SECTION 4. LESSEE'S CONSTRUCTION REQUIREMENTS

Subsection 4.01. Requirement for Improvements on Leased Premises. Lessee shall, at its sole expense, construct on the leased premises, as provided in this Section, those Lessee improvements necessary to complete "Lessee's Work" in accordance with the Plans attached hereto as Exhibit B ("Lessee's Plans") attached hereto and incorporated by reference as if fully set forth herein, and as approved by the City in Special Use Permit Application # PL2015-197. Lessee's Plans have been approved by both the City and Lessee. Except for Lessee's Work to be constructed in accordance with Lessee's Plans, no building, structure, roadway, utility lines, addition or improvement of any nature shall be made or installed by Lessee without the prior written consent of the City as herein provided. Lessee can make internal improvements to the leased premises without City consent as long as said changes meet the City of Lee's Summit code requirements in effect at the time of such proposed change, including any requirement to obtain permits.

Subsection 4.02. Construction Dates. Construction of improvements shall begin as soon as possible after the communication by the City to the Lessee of a notice to proceed with said construction. This notice to proceed with the commencement of construction shall be delivered following the City's approval of final detailed plans, as described in the following Subsection 4.03, and the readiness of the leased premises for the commencement of the project. The project shall be completed within three hundred sixty (360) days from the date of the issuance of the City's notice to proceed. Site Grading shall be completed within twelve (12) months of issuance of the special use permit associated with Exhibit B. In the event a notice to proceed is not issued by the City within one hundred twenty (120) days from the date of the execution of this Agreement, whether it be because of the actions or omissions of the Lessee or of the City, either the City or the Lessee, at its option, may declare the contract terminated, without fault, liability, or further obligation to either party.

In the event that construction of the improvements is not substantially completed within said three hundred sixty-day (360) period due to causes or conditions beyond the control of Lessee (hereinafter referred to as "Force Majeure"), as, by way of example but not limitation, strikes, acts of God, inability to obtain governmental permits or licenses or labor or materials, governmental restriction, enemy action, civil commotion, fire or other casualty, or failure of the

City to carry out its obligations, then the period for completion of construction shall be extended by the number of days of delay resulting from the Force Majeure.

Subsection 4.03. Approval of Plans. The parties hereto agree that so long as Lessee's Work conforms to Lessee's Plans, then said Lessee's Work is deemed approved, however shall still comply with all applicable federal, state, and local laws, regulations and ordinances. If there is a deviation to Lessee's Plans, then Lessee must obtain the City's consent to any such deviation. Approval of any general or detailed plans or specifications shall not relieve or excuse the Lessee from compliance with any applicable Federal, state, county, municipal or other statutes, ordinances, rules or codes regarding any building, safety or environmental matters related to the construction.

Lessee agrees to submit to the Federal Aviation Administration ("FAA"), FAA Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination prior to any commencement of any construction or alteration, as required by Part 77 of the Federal Aviation Regulations. In the event Lessee fails to obtain FAA approval, then Lessee shall have the right to terminate this Lease.

Subsection 4.04. Extension of Utilities or Special Facilities. Lessee shall construct, at its expense, all necessary utility lines for the leased premises. The City shall allow the Lessee access across City property, if necessary, to connect to the existing utilities at their nearest suitable locations to the leased premises. Lessee shall construct for the leased premises, at its expense, connecting roadways and taxiways to the existing roadway and taxiway system.

Subsection 4.05. Construction of Additional Facilities. Lessee may construct additional buildings or facilities on the leased premises with the prior written approval of the City, which may be given or withheld at its sole discretion. Prior to such construction, Lessee agrees to submit to the City for approval, final plans, specifications and architectural renderings prepared by registered architects and engineers, and comply with all other requirements of Subsection 4.03 of this Section.

Subsection 4.06. Alterations or Repairs to Premises. Lessee shall not remove or modify any of the buildings or improvements leased hereunder or hereafter constructed without prior written approval of the City. Lessee shall submit for approval by the City its plans and specifications for any such proposed project and comply with any other conditions considered by the City to be necessary. Lessee may make internal improvements to the leased premises without City consent as long as said changes meet the City of Lee's Summit building code requirements, including any requirement to obtain permits.

Subsection 4.07. Lien Indemnification. In the event any person or corporation shall attempt to assess a Mechanic's Lien against the leased premises arising from or connected with any of the Lessee's uses of or activities upon the leased premises, Lessee shall indemnify and hold the City harmless from such claim, including the cost of defense.

Subsection 4.08. Cost of Construction and Alterations. Within thirty (30) days of completion of the initial construction or any subsequent alterations, Lessee shall present to City for examination and approval a statement of the construction and/or alteration costs. Construction and/or alteration costs for the purpose of this Subsection, are hereby defined as all money paid by Lessee for actual site preparation, construction or alteration, including architectural and engineering costs plus pertinent fees in connection therewith.

With the presentation to the City of the statement of construction and/or alteration cost referenced above, the Lessee shall also present to the City for its examination supporting itemized documentation of the cost of each item of construction, materials, and/or design, including all change orders made after City approval of final detailed plans for the construction or alteration.

In the event that Lessee makes further improvements or alterations on the leased premises, the use thereof shall be enjoyed by Lessee during the term hereof without payment of additional rental therefore, but such additions, alterations or improvements shall become the property of City upon the completion of the term.

Subsection 4.09. As-Built Drawings. Within ninety (90) days following completion of the initial construction and any subsequent additions, alterations or improvements thereafter during the lease term, Lessee shall present to the City two complete sets of "as-built" drawings including, but not limited to, architectural renderings, specifications, plumbing, and electrical plans.

Subsection 4.10. Mortgage of Leasehold Interest. Lessee shall have the right to place a first mortgage lien upon its leasehold interest and, in such event, all lease obligations owing to the City shall be binding on the lender, or any assignee of its interest. The terms and conditions of any such mortgage loan shall be subject to the prior written approval of the City, and if the conditions set forth in Subsections A-D below are met, the City will not arbitrarily withhold such approval. Lender's duties and rights are as follows:

- A. The Lender shall have the right, in case of default, to assume the rights and obligations of Lessee herein, with the further right to assign the Lessee's interest to a third party, provided that, any assignee proposed by the Lender shall be subject to the prior written approval of the City.
- B. As a condition precedent to the exercise of the right granted to Lender by this paragraph, the Lender shall notify the City of all action taken by it in the event payments on such loans shall become delinquent. Lender shall also notify the City, in writing, of any change in the identity or address of the Lender.
- C. All notices required by Subsection 12.10 to be given by the City to Lessee shall also be given to Lender at the same time and in the same manner. Upon receipt of such notice,

Lender shall have the same rights as Lessee to correct any default.

- D. The Lessee shall also remain responsible to the City following any assignment of its interests or obligations hereunder for the performance of all requirements under this Agreement.

Subsection 4.11. Ownership of Improvements. During the term of this Agreement, including any renewal terms exercised, but excluding any holdover tenancy period, as defined in Subsection 5.03, ownership and title to the fixtures and improvements constructed by the Lessee shall reside in the Lessee. Upon completion of the Agreement term, including any renewal terms exercised, or upon the earlier termination of the Agreement, any fixture, structure, addition or improvement, excluding personal property as defined in Subsection 13.02, on the leased premises shall immediately become the property of the City, as owner, and shall remain the property of the City thereafter with the sole right, title and interest thereto.

SECTION 5. TERM

Subsection 5.01. Term. The term of this Agreement is six (6) years (72 months), commencing upon the date of the last party to execute this Agreement (“Lease Effective Date”) and terminating in six (6) years thereafter, or the expiration of Special Use Permit #PL2015-197, whichever occurs first.

Subsection 5.02. Options to Renew.

- A. The Lessee shall have the option to renew this Agreement for two additional six-year (72-month) period. The Lessee shall be deemed to have exercised its option to renew this Agreement for the first additional six-year (72-month) term when the Lessee shall give the City written notice of Lessee's intention to renew the term of this Agreement not later than sixty (60) days prior to the expiration of the initial six (6) year (72-month) term.
- B. Should the Lessee renew the term of this Agreement for the first six-year (72-month) additional term, the Lessee shall be deemed to have exercised its option to renew this Agreement for the second additional six-year (72-month) term when the Lessee shall give the City written notice of the Lessee's intention to renew the term of this Agreement not later than sixty (60) days prior to the expiration of the first six-year (72-month) renewal.
- C. Should the Lessee renew the term of this Agreement for the second six-year (72-month) additional term, the Lessee shall be deemed to have exercised its option to renew this Agreement for any such additional one-year (12-month) term when the Lessee shall give the City written notice of the Lessee's intention to renew the term of this Agreement not later than sixty (60) days prior to the expiration of the second six-year (72-month) renewal term.

- D. Rentals for the renewal term(s) shall be established as described in Subsection 6.01.B. herein.
- E. All renewal terms shall be contingent on the parties agreeing to the six year re-appraisal rental amount as referenced in Subsection 6.01.B.

Subsection 5.03. Holding Over.

- A. In the event Lessee shall continue to occupy the leased premises beyond the initial lease term or any extension thereof without the City's written consent thereto, such holding over shall not constitute a renewal or extension of this Agreement, but shall create a tenancy from month to month which may be terminated at any time by City or Lessee by either party giving thirty (30) days written notice to the other party. During the holdover period, Lessee shall pay, in advance, on the first day of each month, an amount of as rent equal to one twelfth (1/12) of the established annual rent for the immediately preceding term or renewal term. Both parties shall perform and maintain their other obligations under this Agreement during any holdover period.
- B. Lessee further agrees that upon the expiration of the term of this Agreement or sooner cancellation thereof, the leased premises will be delivered to the City in good condition, reasonable wear and tear and matters covered by insurance excepted.

SECTION 6. RENTALS, FEES AND RECORDS

Subsection 6.01. Rentals for Leased Premises.

- A. During the first six years of this Agreement, commencing upon the date referenced in Subsection 5.01, Lessee agrees to pay to the City annual rental for the leased premises which the parties hereto stipulate and agree contains One Hundred Twenty One Thousand Ninety Six point eight (121,096.80) square feet, at forty-seven cents (\$0.47) per square foot per annum rounded to the nearest whole dollar, for a total annual rent of Fifty Six Thousand Nine Hundred Fifteen and 50/100 dollars (\$56,915.50).
- B. Rental fees shall be adjusted two-percent (2%) following the first year of the initial term of this Agreement, and every year thereafter, for the first six year term. Prior to the first six-year renewal term commencing the leased area will be reappraised to establish a new lease rate. The leased area shall be reappraised every six-years to establish a new lease rate. Rental fees will also be adjusted at the beginning of each year of the anniversary of any optional extension term if renewed by Lessee. The rents shall be adjusted by the total change in the Consumer Price Index for All Urban Consumers, (CPI-U) all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 equals 100) or a successor index appropriately adjusted. This shall be measured by finding the difference between the CPI-U figure for the month immediately

prior to the commencement date of the Agreement or of the previous two year measuring period, and the CPI-U index figure for the same month immediately prior to the commencement of the next measuring period, as described in the example below.

2. The percent increase in the Consumer Price Index during the measuring period shall be multiplied times the annual square footage rental rate to determine the annual rent or fees to be paid for the next two year period. This process shall be applied to affect all future increases in rents throughout the remainder of the term of this Agreement. The annual rent increases shall be cumulative. For example:

FORMULA	EXAMPLE
NEW CPI (9/99)	156.91
- OLD CPI (9/94)	149.44
CPI CHANGE+	7.47

3. Notwithstanding the adjustment calculation methodology stated above, at no time during the term of this Agreement, including any options, renewals or extensions thereof, will the annual square feet ground rental rate decrease. In the event the adjustment calculation methodology described above would result in a decrease in the annual rental rate, the Lessee shall, for that measuring period under the initial Agreement term, or for the said renewal term, pay an annual rental rate in the same amount as that assessed for the renewal term or measuring period immediately prior to the period or renewal term involving the calculated or appraised decrease. In the event that the City causes a decrease in the total square feet of the leased premises, the total rental amount would decrease proportionately.

Subsection 6.03. Time and Place of Payments. The foregoing fixed rental payments shall be payable annually, in advance, on or before the first business day of each year of the term of the lease, including renewal terms, at the office of the City of Lee's Summit Collector's Office, 220 SE Green, Lee's Summit, Missouri 64063.

Subsection 6.04. Audit. There are no audit requirements under this Agreement.

Subsection 6.05. Delinquent Rentals. There shall be added to all sums due the City and unpaid, as may be established by the City, an interest charge of five percent (5%) of the principal sum for each full calendar month of delinquency computed as simple interest per City Policy 805.5.2.4. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. No interest shall be charged upon any account until payment is thirty (30) days overdue, but such interest when assessed thereafter, shall be computed from the due date.

SECTION 7. OBLIGATIONS OF LESSEE

Subsection 7.01. Net Lease. The use and occupancy of the Leased Premises by Lessee will be without cost or expense to the City. It shall be the sole responsibility of Lessee to maintain, repair and operate the entirety of the Leased Premises at Lessee's sole cost and expense.

Subsection 7.02. Maintenance and Operation. Lessee shall maintain the Leased Premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris. Lessee agrees to keep the premises in good order and condition, free from any nuisance, filth, or danger of fire; Lessee shall repair all damages to the Leased Premises caused by its employees, patrons, or its operation thereon.

Lessee agrees to be responsible for:

- A. Lessee will maintain the Leased Premises and keep it in good order, including but not limited to any paved surfaces and the mowing of any unpaved surfaces, and will not allow the removal of trees without permission of City.
- B. Lessee shall comply with all federal, state, and local laws, rules, regulations, and ordinances, and those rules and policies of the City, as may now be in effect or may hereafter be enacted, in its handling, use, storage, transportation, and disposal of any materials or substances deemed under any such authority to be dangerous or hazardous substances or wastes, or to otherwise constitute a threat of harm to the environment (including but not limited to all fuel, lubricants, and/or other petroleum products). Lessee shall comply with and conform its activities in all respects to any applicable requirements of any such entities with respect to the protection of the environment.
- C. Lessee will control soil erosion; keep in good repair all terraces, open ditches, inlets and outlets of tile drains, preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures.
- D. Lessee will not allow any lien or equitable interest to be placed on the Leased Premises.
- E. All construction activities will be in accordance with the City's Design & Construction Manual, UDO.

Subsection 7.03. Utilities. Lessee shall assume and pay for all costs or charges for utilities services furnished to Lessee during the term hereof; provided, however, that Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and Lessee shall pay for any and all service charges incurred therefore.

Subsection 7.04. Trash, Garbage, Etc. Lessee shall pick up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage, and other refuse caused as a result of the operation of its activities on the Leased Premises. Lessee shall provide and use suitable covered receptacles for all such garbage, trash, and other refuse.

Piling of boxes, cartons, barrels, pallets, debris, or similar items on or about the Leased Premises, shall not be permitted.

Subsection 7.05. Signs. Lessee shall not erect, maintain, or display any billboards or advertising signs upon the outside of any improvements, buildings or structures on the Leased Premises without approval by the City .

SECTION 8. OBLIGATIONS OF THE CITY

Subsection 8.01. Operation as a Public Airport. The City reserves the right to discontinue use of the Airport as an airport. The City covenants and agrees that as long as the City continues to use the Airport as an airport it will operate and maintain the Airport facilities, as defined hereinabove, consistent with and pursuant to the Sponsor's Assurances given by the City to the United States Government under the Federal Aviation Act, subject to the City's Reservations set forth in Section 9 of this Agreement.

Subsection 8.02. Ingress and Egress. Upon paying the rental hereunder and performing the covenants of this Agreement, Lessee shall have the right of ingress to and egress from the leased premises for the Lessee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadway serving the area of the leased premises. Airport roadways shall be used jointly with other tenants on the Airport, and Lessee shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as City deems necessary.

SECTION 9. CITY'S RESERVATIONS

Subsection 9.01. Improvement, Relocation or Removal of Structures. The City, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport (including, without limitation, the leased premises), including the right to remove or relocate any structure on the Airport as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any buildings or other structures on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

In the event the City reasonably requires the leased premises for expansion, improvements, or other development of the Airport, or if the City discontinues use of the Airport as an airport, or Federal or State Law, Rule or Order prohibits the use of the Leased Property as set forth herein, the City reserves the right, upon six (6) months prior written notice except where the use of the Property constitutes a violation of Federal or State Law, Rule or Order, to terminate this Agreement, in which case the City will compensate the Lessee for its remaining interest under this Agreement in the premises and improvements thereon by paying the Lessee a proportionate share of its total cost of construction, as defined in the preceding Subsection 4.08, and as limited herein, in the same ratio as said proportionate share is to the total cost of

construction as the number of years remaining in the term of this Agreement, including any optional renewal terms or portions thereof remaining at the time of the termination, is to the total number of years of the term of the Agreement, including the optional renewal terms. Said allowable construction costs shall include the cost items defined in Subsection 4.08 comprising the total cost of the initial design and construction of the improvements in accordance with the final detailed plans approved by the City under Subsection 4.03 hereinabove. Said allowable costs shall not include any increases in costs due to any changes in construction or design of the improvements made by the Lessee after the City's detailed plan approval, unless specifically agreed to be included in writing by the City prior to the time of the change, although changes resulting in decreases in the total cost shall be included. Said allowable costs shall also not include the cost of any improvements or alterations to the premises made by the Lessee after the commencement of the Agreement term, unless otherwise agreed to by the City in writing. Payment shall be made according to the formula set out below:

Compensation due = (remainder of term left/term +options) x allowed construction cost. Said payment shall be considered compensation in full to the Lessee for any and all of its actual or potential claims, losses, or damages resulting from or related to the termination of the Agreement by the City under this Subsection. In the event of such termination, the City would also have no obligation to relocate or replace the Lessee's improvements at any other location on Airport premises, or to offer the Lessee another site for relocation.

Subsection 9.02. Inspection of Leased Premises. The City, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection and to investigate compliance with the terms of this Agreement.

Subsection 9.03. Subordination to U.S. Government. This Agreement shall be subordinate to the provisions of any existing or future agreement(s) between City and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City for Federal funds for the development of the Airport.

Subsection 9.04. War or National Emergency. During the time of war or national emergency, the City shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the lease to the Government shall be suspended.

SECTION 10. INDEMNITY AND INSURANCE

Subsection 10.01. Indemnification. Except to the extent any claims or causes of action caused by the negligence of the City, its employees, agents and/or invitees, Lessee agrees to protect, defend, indemnify, and hold the City, its employees, officers, elected official, attorneys and agents, completely harmless from and against any and all liabilities, losses, damages, suits,

claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Leased Premises, or the acts or omissions of Lessee's officers, agents, representatives, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of the City, or its officers and employees. This duty shall also extend to claims of damages to the environment caused by Lessee, including but not limited to the investigation, field study, and clean up costs assessed by any federal, state or local agency against the City or any of its agents or employees, as well as any civil fine or penalty. The City shall give to the Lessee reasonable notice of any such claims or actions. The provisions of this Section 10 shall survive the expiration or termination of this Agreement. The duties of the Lessee specified herein shall not be limited by the amount of any insurance coverage required to be provided by the Lessee herein, but shall extend to the full amount of any such claim or liability. This duty shall also not be limited by the provision of any workers' compensation coverage.

Subsection 10.02 Insurance. The Lessee shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. **COMMERCIAL GENERAL COMPREHENSIVE LIABILITY (Sections In Policy)**

Bodily Injury & Property Damage (Coverage H)	
Each Occurrence, including Products:	\$ 1,000,000
Personal & Advertising Injury (Coverage I):	\$ 1,000,000
General Aggregate:	\$ 2,000,000

Policy must include Contractual Liability and Additional Insured (FL 04 50 or similar) for the City of Lee's Summit, Missouri.

b. **AUTOMOBILE LIABILITY**

Policy shall protect the Lessee 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.

Limits of personal auto liability insurance shall be a minimum of \$100,000 per person bodily injury; \$500,000 per accident bodily injury; \$100,000 per accident property damage or it may be included as the same as required in the Farm Liability section.

c. **WORKERS' COMPENSATION**

Workers' Compensation insurance shall be obtained to the extent required by state law. If

applicable, this insurance shall protect the Lessee against all claims under applicable State Workers' Compensation Laws. The Lessee shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

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

Lessee shall furnish to City, at least five (5) days prior to the start of said lease, a certificate of insurance as outlined above. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation or any changes of insurers to City.

Subsection 10.03. Contractor's Insurance Requirements. If Lessee contracts with a third party (the Contractor) to perform construction or modifications on the leased premises, the Contractor shall procure and maintain, at the Contractor's expense, insurance of such types and in no less than the minimum amounts as are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on standard ACORD forms. Said insurance must be in effect from the date of the Contractor's receipt of a Notice to Proceed until acceptance of the entire work by the Lessee, and apply to all partners and employees working on the project. The Contractor shall require all subcontractors to provide insurance for themselves, their partners and employees to be engaged in such work unless the subcontractor's employees are covered by the Contractor's coverage. The Contractor and all subcontractor's shall maintain a minimum of the following: Commercial General Liability in the amount of \$1,000,000 each occurrence and aggregate (including completed operations and explosion, collapse and underground if applicable), automobile Liability limit of \$500,000 Each Accident, bodily injury and property damage, combined single limit arising out of the ownership or use of any owned, hired, and/or non-owned vehicle; and Worker's Compensation applicable to the State's laws for Statutory limits including Employers Liability.

Subsection 10.04. Application of Insurance Proceeds. If the fixed improvements placed upon the leased premises shall be totally destroyed or extensively damaged and if the City and Lessee shall elect not to restore the same to their previous condition, the proceeds payable by reason of such loss shall be paid pursuant to the property insurance terms and conditions.

Subsection 10.06. Performance Bonds. Lessee shall deliver to the City a surety bond in the amount of 100% of the building construction costs, within thirty (30) days after the execution date first above mentioned. Said bond shall be conditioned on the faithful performance of all terms, conditions and covenants of this Agreement, and shall be kept in full force and effect through the complete construction of the hangar.

Prior to the date of commencement of construction, a payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the construction contract awarded. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of said construction contract.

At Lessee's option, an irrevocable letter of credit may be deposited with the City in lieu of said Performance Bond.

In lieu of said surety bond or letter of credit, Lessee may deposit with the City, Bonds of the United States of America, or such other securities or bank certificate of deposit, acceptable to the City, in the name of the City or assigned to the City in the above amount, as security for faithful performance by Lessee as hereinabove provided, and Lessee may have the right to reserve to itself payable on said U.S. Bonds or such other securities.

In addition at any time that Lessee undertakes construction of any additional facilities, Lessee shall, at its own cost and expense, cause to be made, executed, and delivered to the City separate bonds, as follows:

- A. Prior to the date of commencement of construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

Said bond shall be drawn in a form and from such company as approved by City; shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall indemnify and hold harmless the City against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely, the work described herein provided.

- B. Prior to the date of commencement of construction, a payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the construction contract awarded. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of said construction contract.

SECTION 11. TERMINATION OF LEASE BY LESSEE

Subsection 11.01. Termination. This Agreement shall terminate at the end of the term, or optional renewal term(s), if exercised, and Lessee shall have no further right or interest thereafter in any of the ground improvements hereby demised, except as provided in Subsection 5.03 and 9.01.

Subsection 11.02. Termination by Lessee. Lessee, in addition to any other rights it has under the law, may terminate this Agreement and terminate its obligations hereunder at any time that Lessee is not in default in the payment of rentals to the City hereunder by giving the City sixty (60) days advance written notice to be served as hereinafter provided, and by surrender of the leased premises, upon or after the happening of any one of the following events:

- A. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, so as to substantially affect Lessee's use of the system at the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days; provided, however, that such injunction is not due to Lessee's operation at the Airport.
- B. The default by the City in the performance of any covenant or agreement herein required to be performed by the City, and the failure of the City to undertake and be continuing to remedy such default for a period of ninety (90) days after receipt from Lessee of written notice to remedy the same; provided, however, that no notice of termination, as above provided, shall be of any force or effect if the City shall have remedied the default prior to receipt of Lessee's notice of termination.
- C. The assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities or any substantial part or parts thereof, in a manner as substantially to restrict Lessee for a period of at least ninety (90) days from full use of its leased premises, and in that event, a just and proportionate part of the rent hereunder shall be abated. In the event that this lease agreement is terminated by Lessee pursuant to this Section 11, Lessee shall be compensated in accordance with Section 9 hereof.
- D. Notice by the Federal or State (Missouri) government to the City that the use or uses for the Leased Premises, as set forth herein, are prohibited by Federal or State (Missouri) statutes or regulations.

SECTION 12. TERMINATION OF LEASE BY CITY

Subsection 12.01. Termination by the City. The City, in addition to any other rights to which it may be entitled by law, may declare this Agreement terminated in its entirety, subject to and in the manner provided in Subsection 12.02 hereof, and subject to the rights of the Lender contained in Subsection 4.10 herein to assume the rights and obligations of the Lessee, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the leased premises.

- A. The failure to pay all installments of rent then due (with interest) within Sixty (60) days after the original statement is due and owing by Lessee of written notice from the City

to pay such rent.

- B. The filing by Lessee of a voluntary petition in bankruptcy or the making of any assignment of all or any part of Lessee's assets for benefit of creditors.
- C. The adjudication of Lessee as a bankrupt pursuant to any involuntary bankruptcy proceedings.
- D. The exercise of jurisdiction by a court of competent jurisdiction of Lessee or its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- E. The appointment of a receiver or a trustee of Lessee's assets by a court of competent jurisdiction or a voluntary agreement with Lessee's creditors.
- F. The material breach by Lessee of any of the covenants or agreements herein contained, and the failure of Lessee to remedy such breach within thirty (30) days after receipt of written notice of such breach from the City.
- G. The abandonment of the leased premises.
- H. The failure to promptly and diligently replace any improvements which have been destroyed by fire, explosion, wind, etc., from the date of such destruction, except as permitted herein.
- I. The breach of any one of the covenants contained in Subsection 7.10 hereinabove, in which case the provisions of Subsection 12.01.F. concerning notice to the Lessee of the breach and time to cure said breach shall not apply.

Subsection 12.02. Notice to Quit. In the event the City exercises its option to cancel this Agreement upon the happening of any or all of the events set forth in Subsection 12.01 hereof, a notice of cancellation shall be sufficient to cancel this.

The City shall provide written notice of its intent to terminate the Agreement to the Lessee thirty (30) days prior to the date of termination, except for termination as described in Subsection 12.01I., in which case no such prior notice of termination is required.

Subsection 12.03. Possession by the City. Upon a material breach of this lease agreement by Lessee after expiration of applicable cure period, lender's right to assume the rights and obligations of the Lessee shall be exercised within 30 days of receipt of the notice of cancellation; or, if prohibited from assumption by an order of a court of law, the right to assume the rights and obligations shall be exercised within thirty (30) days of receipt of an order allowing such assumption. Failure of the City to declare this Agreement terminated upon default of Lessee for any of the reasons set forth herein shall not operate to bar, destroy, or waive the right of the City to cancel this Agreement by reason of any subsequent violation of

the terms hereof.

In the event that this Agreement is terminated by summary proceedings, or otherwise as provided herein, or if the leased premises shall have been abandoned and whether or not the leased premises are subsequently leased, the entire amount of rent which would be paid to the initial expiration date of this Agreement shall become due and payable. In the event of such termination or abandonment, the City shall be obligated to use its best efforts to mitigate any damages it may have against the Lessee. In the event the leased premises are re-let by the City, the City shall be entitled to recover from the Lessee, and the Lessee shall pay to the City, in addition to any other damages becoming due hereunder, an amount equal to the amount of all rents and additional rent reserved under this Agreement, less the net rent, if any, collected by the City on re-letting the demised premises, which shall be due and payable by the Lessee to the City on the several days on which the rent and additional rent reserved in this Agreement would have become due and payable; that is to say, upon each of such days the Lessee shall pay to the City the amount of deficiency then existing. Such net rent collected on re-letting by the City shall be computed by deducting from the gross rents collected all reasonable expenses incurred by the City in connection with the re-letting of the leased premises of any part thereof, including court costs, attorney fees and litigation expenses incurred in connection with the termination of Lessee's tenancy, enforcement of this Agreement, or the repossession of the leased premises, brokers' commission and the cost of repairing, renovating or remodeling said leased premises.

The obligation of the City to use its best efforts to mitigate any damages it may have against the Lessee shall not preclude the right of the City to obtain by judicial process a judgment for the entire amount of rent which would be paid to the expiration date of this Agreement, plus court costs and attorney fees incurred, if said Agreement is terminated by summary proceedings or otherwise as provided herein. In the event the City obtains a judgment in such manner, the City shall be obligated to use its best efforts to mitigate any damages it may have recovered in accordance with the provisions of this paragraph.

Subsection 12.04. Destruction of Leased Premises - Termination. In the event of damage to or destruction or loss of the building, buildings or other improvements on the leased premises by an insured or uninsured risk, Lessee shall promptly repair, restore and rebuild said building, buildings or other improvements as nearly as possible to the condition they were in immediately prior to such damage or destruction; provided that, if the City and Lessee mutually agree not to restore the building, buildings or other improvements in the event of total destruction or extensive damage, the provisions of Subsection 10.04 shall apply.

If the building, buildings or other improvements shall be damaged in such manner as to render them unusable in whole or in part, for over one hundred twenty (120) days the rental provided to be paid under the terms of this Agreement shall be abated or reduced proportionately during the period from a date one hundred twenty (120) days after the date of such damage or destruction until the work of repairing, restoring or reconstructing said building, buildings or other improvements is completed.

SECTION 13. RIGHTS UPON TERMINATION

Subsection 13.01. Improvements. The Leased Premises shall be and remain the property of the City during the entire term of this Agreement and thereafter.

Subsection 13.02. Personal Property. Upon termination or expiration of this Agreement, Lessee shall remove all personal property from the Leased Premises within thirty (30) days after said termination. Lessee shall have no obligation to restore the leased premises to its original condition. If Lessee fails to remove said personal property, the City may take immediate possession of the Leased Premises, forcibly if necessary, without being deemed guilty of trespassing. Under such action, all rights of Lessee shall be forfeited, and any property remaining on the Leased Premises shall, at the City's sole option, become the property of the City or same may be removed or disposed of in any manner deemed appropriate by the City. The City shall not be liable in any manner for such removal and/or disposal; and the cost and expense of such removal and/or disposition shall be paid by Lessee. Additionally, the City shall have and reserve all of its available remedies at law as a result of said breach of this Agreement.

SECTION 14. ASSIGNMENT, SUBLETTING, AND SALE OF IMPROVEMENTS

Subsection 14.01. Successors, Assignment, and Sub-leases. Lessee shall not enter into any subleases or assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the City; provided, however, Lessee may enter into a sub-lease agreement or assign this Agreement to any entity which is owned and/or controlled by Robert Balderston, provided that the Leased Premises is used for the same purposes as set forth herein. In the event of such sublease or assignment, Lessee shall remain liable to the City for the remainder of the term of the Agreement to pay to the City any portion of the rental and fees provided for herein upon failure of the assignee to pay the same when due. Said assignee or sub-lessee shall not assign or sub-lease said Agreement except with the prior written approval of the City and the Lessee herein, and any assignment or sub-lease by the Lessee shall contain a clause to this effect. The City shall not unreasonably withhold its consent to any request to sublease, assignment, transfer or delegation by the Lessee of its privileges and obligations under this Agreement to any successor, parent organization, wholly owned subsidiary or affiliate of the Lessee.

Subsection 14.02 Right of First Refusal. If the Lessee chooses to sell any or all improvements on leased premises, the City shall have right of first refusal for purchase of said improvements at the same terms and conditions as offered to any proposed buyer. Following notification of such intent, the City shall have ninety (90) days to accept or reject the offer. If the offer is not accepted within this period, the Lessee may offer the improvements, and assignment, if desired, as indicated in Subsection 14.01 above, upon the same terms and conditions as those offered to the City. However, the Lessee agrees that for ninety (90) days after receipt of written rejection by the City, the Lessee will not enter into an agreement with any other private

party containing terms and conditions differing from those last submitted to The City retains the right of first refusal if the Lessee changes the terms and conditions under which the improvements are offered for sale.

(b) If the City wishes to sell the Leased Premises at any time during the term of this Lease, then the Lessee shall be notified of such intent to sell in sufficient time to allow Lessee to submit a bid or proposal in any public purchase process the City may undertake to sell the property. Any sale by the City of the Leased Premises shall contain terms obligating the buyer to honor this lease to the extent it still exists at said time.

SECTION 15. QUIET ENJOYMENT

The City covenants that Lessee, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements, and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the leased premises for the term aforesaid.

SECTION 16. GENERAL PROVISIONS

Subsection 16.01. Attorney's Fees. If either party is required to bring any action to enforce the terms of this lease or to recover money due under this lease, the prevailing party shall be entitled to reasonable attorney fees.

Subsection 16.02. Taxes. Lessee shall pay any leasehold interest tax assessed and all personal property taxes and other taxes which may be assessed against equipment, merchandise, or other personal property belonging to Lessee located on the Leased Premises or upon Lessee's activities thereupon.

Subsection 16.03. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

Subsection 16.04. Applicable Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this Agreement be adjudicated, jurisdiction and venue shall be proper only in the Circuit Court of Jackson County, Missouri.

Subsection 16.05. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Subsection 16.06. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Subsection 16.07. Binding Effect. This Agreement, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Subsection 16.08. No Partnership. Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent or of partnership or joint venture.

Subsection 16.09. City Manager. The City Manager shall be considered the agent and representative of the City with respect to all notices, approvals and matters contained hereunder, and his authority to act for and on behalf of the City in connection with all matters occurring under this Agreement shall not be questioned by the Lessee.

Subsection 16.15. Non-Liability of Individuals. No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same. This Subsection 16.15 shall have no application to any independent guaranty or other assumption of the obligations of Lessee which may be obtained by the City relative to this Agreement. This Subsection 16.15 shall also not apply to the Lessee if the Lessee is an entity other than a corporation in good standing and authorized to conduct business in the state of Missouri.

Subsection 16.16. Notices and Payments. Whenever any notice or payment is required by this Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, first class, addressed to: City of Lee's Summit c/o City Administrator, 220 SE Green, Lee's Summit, Missouri 64063 and notices, consents and approvals to Lessee addressed to:

BFRE LLC
401 NE Colbern Road
Lee's Summit, Missouri 64086

or such place as either party shall, by written notice to the other, may designate. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above, or in the case of delivery by the City to the Lessee, by posting said item conspicuously on the leased premises. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, or posted on the leased premises, the item shall be considered received the third day after the date of posting.

Lease clauses required by FAA:

Nondiscrimination

"The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights."

Airport Protection

"It shall be a condition of this lease, that the Lessee reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard."

Property Rights Reserved

"This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport

Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Lee's Summit Municipal Airport."

Exclusive Rights (required in aviation leases only)

"Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport."

Escalation Clauses.

"Land less improvements will be appraised at the end of the first 6 years and the adjusted rental will be based on ten (10) percent of appraised value. If disputed, lessor obtains appraisal at his own expense and lessor/lessee equally share expense for review appraisal that establishes fair market value."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

CITY OF LEE'S SUMMIT

By: _____

Stephen Arbo,
City Manager

Date: _____

Approved as to form:

Trevor L. Stiles, Chief of Litigation

BFRE, LLC

By: _____

Printed Name:

Title:

Date: _____

STATE OF MISSOURI

)

) **ss.**

COUNTY OF JACKSON

)

On this ____ day of _____, 2016, before me personally appeared Lee's Summit Honda who is personally known to me to be the same person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

Notary Public

SEAL

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

Lot 12 of Fields Farm Outside of the Runway Protection Zone:

A tract of land being part of Lot 12 of Fields Farm a recorded subdivision located in the southwest quarter of section 29, township 48 North, Range 31 West, Jackson county, Missouri being described as follows: Beginning at the northwest corner of the southwest quarter of the said section 29, thence south $88^{\circ}12'55''$ East along the North line of the Southwest Quarter of said Section 29, 600.82 feet to the Northeast corner of said Lot 12; thence leaving the said North line, South $01'40'25'$ West along the East line of said Lot 12, 40.00 feet to a point of the Northerly Right-of-way line of Colbern Road and now located and the true point of beginning; thence continuing South $01'40'25''$ West along the said East line 425.41 feet to a point on the Northerly Right-of-Way line of I-470; thence leaving the said East line, South $87^{\circ}57'55'$ West along the said Northerly Right-o-way line 17.82 feet; thence North $89'10'20'$ West along the said Northerly line 200.25 feet; thence South $87^{\circ}57'55'$ West along the said Northerly line 38.33 feet to a point on the Easterly limits of the existing Northerly Right-of-way line, North $05^{\circ}13'18'$ West along the Easterly limit of the said Runway Protection zone 435.63 feet to a point on the Northerly Right-of-way line of Colbern Road as now located, thence South $88^{\circ}12'55'$ East along the said line being 40.00 feet South of and Parallel with the North line of the Southwest Quarter of said Section 29, 306.87 feet to the true point of beginning.

Packet Information

File #: BILL NO. 16-168, **Version:** 1

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2016-124 FOR LAWSON CONSULTING SERVICES TO CIBER, INC. FOR AN AMOUNT NOT TO EXCEED \$165,577.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIBER, INC. FOR LAWSON CONSULTING SERVICES.

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2016-124 FOR LAWSON CONSULTING SERVICES TO CIBER, INC. FOR AN AMOUNT NOT TO EXCEED \$165,577.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIBER, INC. FOR LAWSON CONSULTING SERVICES.

Key Issues:

A significant technical upgrade is required to our Lawson Enterprise Resource Planning system used for Finance, Procurement, Human Resources, and Payroll services. Per our support agreement with Infor, all Lawson products must be installed by a Certified Installer. The following process was followed in selecting Ciber, Inc as the vendor of choice:

- A proposal was sent to 9 firms, as well as placed on Public Purchase, requesting Lawson Consulting Services for the installation of said products
- The City received responses from 5 firms. The responses were reviewed and scored by the evaluation committee which included staff from Human Resources, Finance, Information Technology, Administration, and Parks and Recreation. Composite Proposal Scoring sheet is attached.
- Reference checks were conducted for the top 3 firms (Ciber, Analyst International, and Velocity).
- Onsite and phone interviews were held with the top two firms (Ciber and Analyst International). Composite Interview Scoring sheet is attached.
- Ciber Inc, was ultimately chosen as the final firm due to their experience in performing similar upgrades for other Lawson customers, bandwidth of staff, and excellent references.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE APPROVING THE AWARD OF BID NO. 2016-124 FOR LAWSON CONSULTING SERVICES TO CIBER, INC. FOR AN AMOUNT NOT TO EXCEED \$165,577.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIBER, INC. FOR LAWSON CONSULTING SERVICES.

Background:

The City currently utilizes the Lawson Enterprise Resource Planning system for Finance, Procurement, Human Resources, Payroll, and Budgeting services. This system was installed in 2011-2012 with associated software

maintenance. The vendor, Infor, continues to upgrade the system in order to provide additional enhancements and product fixes. Infor allowed the City's current version to be supported for a period of 4 years before moving into a one year extended support agreement. During the one year extended support, the City is required to upgrade to a more current release of the product, which is budgeted for in the FY2017 budget. As a part of this upgrade, 8 production and 8 test servers will be built and configured for the installation of the Lawson products. Any other purchases related to the upgrade will be acquired through existing contracts.

Impact/Analysis:

In order to maintain vendor support, the City needs to upgrade to a supported release by May 31, 2017. Should we not upgrade, any product issues found needing assistance from the software provider will not be addressed. This could have far reaching impacts in the area of our Finance and Procurement Services, and Human Resources and Payroll services.

This project will be funded through previously budgeted funds in the ITS fund, Accounting unit 6208875044.

There is no general fund impact for this purchase.

Timeline:

Start: October 1, 2016

Finish: May 31, 2017

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Cathy Loveland

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING THE AWARD OF BID NO. 2016-124 FOR LAWSON CONSULTING SERVICES TO CIBER, INC. FOR AN AMOUNT NOT TO EXCEED \$165,577.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIBER, INC. FOR LAWSON CONSULTING SERVICES.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 16-168

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2016-124 FOR LAWSON CONSULTING SERVICES TO CIBER, INC. FOR AN AMOUNT NOT TO EXCEED \$165,577.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIBER, INC. FOR LAWSON CONSULTING SERVICES.

WHEREAS, The City of Lee's Summit (hereinafter "City") currently utilizes the Lawson Enterprise Resource Planning system for Finance, Procurement, Human Resources, Payroll and Budgeting services, which was originally purchased and implemented in 2011-2012; and

WHEREAS, due to periodic upgrades and updates to technology by Infor, the owner of the Lawson product, the City is required to upgrade to a more current release of the product; and

WHEREAS, the upgrade has been included in the FY2017 budget; and

WHEREAS, the City's agreement with Infor requires that all Lawson products must be installed by a Certified Installer; and

WHEREAS, in response to this requirement and the need for upgrade, the City issued Bid No. 2016-124 requesting Lawson Consulting Services, which was advertised through the City's e-procurement system, Public Purchase, and sent directly to nine (9) potential bidders; and,

WHEREAS, as of the close of the time period for submission for Bid No. 2016-124, a total of five (5) responses were received by the City; and,

WHEREAS, based upon the evaluation of bid responses by the project evaluation committee, which included staff from the Human Resources, Finance, Information Technology, Administration and Parks and Recreation Departments, as well as the comparative cost analysis conducted by the Procurement and Contract Services Division, the project evaluation committee recommended award of Bid No. 2016-124 to Ciber, Inc.; and

WHEREAS, the City and Ciber, Inc. desire to enter into an Agreement for Lawson Consulting Services; and,

WHEREAS, a copy of the Agreement for Lawson Consulting Services referenced herein is attached hereto as Exhibit A.

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

SECTION 1. That Bid No. 2016-124 for Lawson Consulting Services be and hereby is awarded to Ciber, Inc. in a total amount not to exceed \$165,577.00.

SECTION 2. That the City Manager is authorized to execute the attached Agreement for Lawson Consulting Services on behalf of the City, as well as any other documents, certificates or instruments as may be necessary to carry out and comply with the intent of this Ordinance.

BILL NO. 16-168

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Jackie McCormick Heanue*

PROJECT: Consulting Services-Lawson Upgrade
RFP NO.: 2016-124
Interview Ranking Composite Score Sheet

Composite Interview Score Sheet

	35 Point Questions	10 Point Questions					
			Pts	# Mmbrs	Max Pts	FIRM	FIRM
Outstanding	29 - 35	9 - 10					
Exceeds Acceptable	24 - 28	7 - 8				Ciber	AIC
Acceptable	17 - 23	5 - 6					
Marginal	0 - 17	0 - 4					
<p>1. Evidence of Experience & References with Similar Projects (Appendix B) Consider experience and references listed by the firm/provider on Appendix B of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 			10	9	90	85	67
<p>2. Expertise of Firm/Provider Personnel (Appendix C) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Appendix C of the RFP. Also consider the specific involvement of those persons in projects listed on Appendix D of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> • Project Manager • Project team • Sub-consultants (if applicable) 			10	9	90	83	70
<p>3. Applicable Resources (Appendix A, B, C, and D) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Appendix A, B, C, and D of the RFP</p> <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 			10	9	90	83	65
<p>4. Project Approach (Appendix D) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Appendix D.</p> <ul style="list-style-type: none"> • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere 			35	9	315	235	205
<p>5. Cost (Appendix E) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>			35	9	315	254	229
			100		900	694	653



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement"), is made and entered into on _____, 20__ ("Effective Date") by and between Ciber, Inc., a Delaware corporation ("Ciber") and _____, a _____ corporation ("Customer") (each a "party" and together, the "parties").

RECITALS

Customer desires to contract to obtain certain information technology services and solutions to be provided by Ciber under this Agreement and Ciber desires to provide those information technology solutions and services under the terms and conditions set forth in this Agreement.

AGREEMENT

1. SERVICES

- 1.1 Scope of Work. Ciber will provide the services described in one or more Statements of Work signed by an authorized representative of each party (each an "SOW"). Each SOW is incorporated by reference into, and will be governed by the provisions of, this Agreement. Ciber will perform only work that is documented in an SOW. Ciber may authorize a parent, subsidiary, or affiliate of Ciber to enter into an SOW and for purposes of that SOW, such parent, subsidiary, or affiliate will be deemed "Ciber." Each SOW will describe the services to be performed ("Services"), the deliverables to be provided ("Work Products"), the schedule, the charges, and other essential information. Any inconsistency between this Agreement, an SOW, or any purchase orders or supplemental agreements, shall be decided in this order of precedence: (i) the SOW, including all Change Orders and Acceptance/Rejection Forms (as hereinafter defined), (ii) the Agreement, (iii) purchase orders and supplemental agreements.
- 1.2 Change Orders. To modify or add work to an SOW a party must submit a written request to the other party. The recipient may accept or reject the requested modifications, or present a counter-proposal, in its sole discretion. Ciber may bill Customer on a time and materials ("T&M") basis for the analysis of any modification proposed by Customer. Changes to an SOW will be effective and work commenced upon the written approval of an amendment to the SOW (a "Change Order") by an authorized representative of each party. A Change Order may include a revised price and schedule that increases Ciber's costs and time to perform the changed work. Failure to agree on any adjustment shall be a dispute under the Dispute Resolution clause of this Agreement.
- 1.3 Method of Performance. Ciber will determine the method, details, and means of performing the Services and providing the Work Products. Customer may require Ciber's personnel to observe Customer's safety policies and building rules when on Customer's site. Each party has the right to control its own personnel. Designation of a particular Ciber individual in an SOW does not preclude Ciber's termination or re-assignment of the individual, provided Ciber replaces the individual with a person with appropriate skills.
- 1.4 Acceptance. Acceptance criteria for Services and Work Products shall be set forth in each SOW, or in such other document that the parties mutually agree in writing, including without limitation, project charters or project governance plans, which shall be incorporated into the SOW by this reference. Upon Ciber's delivery of Services or Work Products, Customer must inspect the Services and Work Products for conformance with specifications. If Ciber has not received written notice from Customer (the "Acceptance/Rejection Form") within 3 business days following completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by Customer. Furthermore, for other kinds of work performed by Ciber, including without limitation, staffing work for which acceptance criteria are not specified in an SOW, the applicable Services or Work Products will be deemed accepted by Customer on the date of delivery unless Ciber receives an Acceptance/Rejection Form or other written notice from Customer specifying the reason for non-acceptance within 3 business days after completion of the Services or delivery of the Work Products.

2. CUSTOMER RESPONSIBILITIES

- 2.1 Access and Cooperation. Customer will provide the workspaces, facilities, equipment, properly configured computers (including, hardware, software, and connectivity), and personnel described in the SOW or otherwise required by Ciber. Ciber's timely performance of the Services and provision of the Work Products are contingent on Customer promptly providing (i) all required resources, (ii) the necessary assistance and cooperation of Customer's officers, agents, and employees, and (iii) complete, clean, and accurate information and data. If a

delay is caused by Customer's failure to timely perform any obligation or deliver a necessary resource, the delivery schedule for the Services and Work Products shall be extended for the period of delay.

- 2.2 File Back-up. Unless otherwise specified in the SOW, Customer will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data, and programs affected by the Services.
- 2.3 Health and Safety Hazards. Customer will provide Ciber with written notice of any known health and safety hazards and provide Ciber's personnel with appropriate safety procedures.
- 2.4 Work Rules and Conduct. Customer will provide Ciber written copies of all applicable policies and procedures, including those governing safety and security, use of equipment, sexual harassment and non-discrimination, alcohol and drug use, and integrity. Customer will report to Ciber any alleged violation of Customer's workplace conduct rules involving Ciber personnel and cooperate with Ciber in investigating the alleged violation.
- 2.5 Personnel Changes
 - i. Personnel Schedule Changes. Customer may request changes to the schedules of Ciber personnel. If Customer does not provide a written request at least 5 business days prior to the requested change, Ciber will charge Customer for the Services as scheduled.
 - ii. Open-ended Assignments. Customer may request termination of an open-ended assignment of Ciber personnel. If Customer does not provide a written request at least 30 days prior to the end of the assignment Ciber will charge Customer for the greater of (a) 15 days of Services that were to be performed by the affected Ciber personnel, or (b) the actual number of days of Services performed by the affected personnel after Ciber's receipt of the written request.
 - iii. Extension of Assignments. Ciber considers its personnel for new deployments 30 days before the expiration of their assignments. If Customer desires to extend Ciber personnel, Customer must notify Ciber at least 30 days before the scheduled expiration date to assure continued availability. Ciber will use reasonable efforts to accommodate extension requests received less than 30 days before the expiration of an assignment.

3. TERM AND TERMINATION

- 3.1 Term. The term of this Agreement commences on the Effective Date and continues until the date the Agreement is terminated as provided below. Termination of an SOW will not terminate the entire Agreement unless so stated in the termination notice.
- 3.2 Termination for Convenience. Either party may terminate this Agreement upon 30 days advance written notice. Unless otherwise agreed, all SOWs in effect as of the Agreement's termination date shall also terminate as provided in this Section 3.2. Unless otherwise stated in the applicable SOW, either party may terminate an SOW for time and materials Services upon 60 days advance written notice and an SOW for fixed price Services upon 90 days advance written notice. Ciber will advise Customer of the extent to which performance has been completed and deliver any work in progress. Ciber will be paid for all work performed and expenses incurred through the date of termination, including charges for materials ordered by Ciber that cannot be returned for a full refund. Specifically, Customer will pay (i) in full for all completed and accepted Services and Work Products, (ii) on a percentage of work performed basis, as reflected in the most recent project status report, for Services and Work Products completed by Ciber, but not accepted by Customer pursuant to Section 1.4; (iii) all of Ciber's reasonable costs to terminate and transition the work; and (iv) any cancellation fees applicable to the affected SOW as set forth in such SOW. Additionally, Customer will release all applicable retainage held by Customer and performance bonds in a form satisfactory to the bond underwriter(s).

Notwithstanding the foregoing, Customer may not terminate for convenience any SOW for outsourced Services and associated support except as set forth in the SOW. In the event Customer terminates such a SOW for convenience, Customer shall pay the cancellation fee set forth in the SOW, Ciber's charges for transition services, unabsorbed overhead costs and other general and administrative costs allocated to the terminated outsourced Services or support SOW.

- 3.3 Termination for Cause. Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party:

- i. Materially fails to perform its material obligations under this Agreement or any SOW and such failure continues for a period of 30 days after written notice;
- ii. Ceases to carry on its business substantially as such business was conducted on the date of this Agreement; or
- iii. Institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceeding; or becomes generally unable to pay its debts as they become due.

Ciber may suspend work or terminate this Agreement or any SOW if Customer fails to pay undisputed amounts to Ciber within 15 days of Ciber's written notice specifying the undisputed amounts.

If Customer terminates this Agreement or SOW for default, Customer is obligated to pay for all undisputed Services and Work Products accepted by Customer pursuant to Section 1.4 and the unpaid portions of all disputed Services and Work Products completed by Ciber on a percentage of work performed basis, as reflected in the most recent project status report, prior to Ciber's receipt of Customer's dispute/default notice.

4. RELATIONSHIP OF THE PARTIES

Ciber is an independent contractor. Nothing in this Agreement will be construed to make Ciber or Customer partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed by Ciber to perform work on Customer's behalf under this Agreement will be deemed to be an employee, agent, or contractor of Customer. Neither party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other.

5. COMPENSATION

- 5.1 Pricing. Charges for all Services, Work Products, and expenses are set forth in each SOW. If pricing is on a T&M basis, Customer will make payments at the hourly rates in the SOW, based on a minimum per day charge of 8 hours, exclusive of sales, use, and similar taxes. Customer acknowledges and agrees that travel time to and from Customer's site is billable. Ciber will give Customer 60 days prior written notice of any change in hourly rates or prices. Ciber may impose a higher rate for Services exceeding 40 hours per week or on a weekend or holiday. Ciber does not guarantee T&M pricing estimates in any way or to any extent. If Ciber quotes a price for Services or Work Products and such price is specified without qualification in the applicable SOW, the amount quoted shall be deemed a fixed price. Unless an SOW provides for progress payments or deferral of payment after completion, Customer shall pay the full amount of the fixed price upon Ciber's completion of the specified Services or upon Customer's acceptance of the Work Products under such SOW. An SOW may provide for payment to be based on a fixed price for Services or Work Products to be rendered over a specified period of time or provide for T&M pricing not to exceed a specified amount. For fixed price onsite project work, if the travel costs are averaging over 10% of the per trip amount set forth in the SOW, Ciber will inform Customer and Ciber reserves the right to charge Customer for travel exceeding 10% of the per trip amount. Ciber will work with Customer to come up with reasonable alternatives if the travel costs exceed 10% of the budgeted amount, including performing remotely that work which is capable of being performed remotely.
- 5.2 Invoice and Payment. Ciber will invoice charges for third party materials purchased pursuant to an SOW upon delivery of the materials to Customer. Ciber will invoice T&M charges for Services or Work Products bi-weekly. Ciber will invoice fixed price charges for Services or Work Products in accordance with the payment schedule in the SOW. All invoices will be in Ciber's standard form and Customer agrees to receive invoices via email. Except for charges Customer disputes in good faith, all amounts are due and payable not more than 30 days from the invoice date. Ciber may change payment terms if, in Ciber's reasonable opinion, Customer's financial condition, previous payment record or relationship with Ciber merits such change. Customer must raise any concern or dispute in writing within 10 days from the date of the invoice or the invoice will be presumed payable. Customer's dispute of any amounts will not delay its payment of undisputed charges. If Customer defaults in payment of any charges, Ciber may immediately suspend further performance under any or all SOWs.
- 5.3 Taxes. Charges do not include taxes including, but not limited to, sales, use, gross receipts, and ad valorem taxes, duties or similar charges ("Taxes") imposed on the Services or Work Product (exclusive of taxes based on the property or net income of Ciber). Customer will pay or reimburse Ciber for all Taxes. If Customer is exempt from taxes, a valid tax exemption certificate or direct pay permit (collectively, "Certificate") must be provided to Ciber, Inc. upon execution of this Agreement or any applicable Taxes will be included on invoice to Customer. If Customer provides such a Certificate to Ciber, Customer agrees that Ciber is entitled to and will rely on the Certificate and that any assessment of Taxes imposed on the Services or Work Products notwithstanding the

Certificate will be paid by Customer. In the event of a tax examination involving Taxes imposed on the Services or Work Products provided pursuant to this Agreement, Customer agrees to cooperate with Ciber in any such examination including responding to questions and requests for documents by the taxing authority.

5.4 Expenses. Unless expressly set forth in a SOW as included in a fixed price, Customer will reimburse Ciber for reasonable out-of-pocket expenses such as long distance telephone charges, postage, shipping, and reasonable travel and living expenses. All charges exclude costs and expenses incurred for additional Services, Work Products, requirements, features, enhancements, Customer-caused delays, or expectations of Customer not explicitly stated in this Agreement or an SOW ("Additional Expenses"). Ciber will invoice Additional Expenses bi-weekly.

5.5 Interest; Collection Costs. Interest will accrue on amounts past due at the lower of eighteen percent (18%) per annum or the maximum permitted by applicable law.

6. CONFIDENTIALITY AND OWNERSHIP

6.1 Confidentiality. "Confidential Information" means any and all non-public technical or business information, including third party information, furnished or disclosed by one party to the other party that (i) the disclosing party has marked "confidential" or "proprietary"; or (ii) the disclosing party indicates is confidential or proprietary at the time of an oral disclosure and confirms is confidential or proprietary in a writing within 20 days after such oral disclosure. To the extent permitted by law, each party will maintain Confidential Information it receives from the other in confidence using commercially reasonable standards and no less care than it uses with its own information, and will use and disclose such information only as contemplated by this Agreement or as authorized by the disclosing party unless otherwise required by law. Each party will require its personnel to do likewise. Confidential Information does not include information that is: (a) generally available to the public other than by a breach of this Agreement; (b) rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (c) independently developed by the receiving party or its personnel, *provided* the persons developing the information have not had access to the Confidential Information of the disclosing party; or (d) already known to the receiving party prior to its receipt from the disclosing party.

6.2 Permitted Disclosures. A receiving party is permitted to disclose Confidential Information if the disclosure is (i) approved in writing by the disclosing party; (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, *provided that* the receiving party notifies the disclosing party of such required disclosure promptly and in writing, and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. In addition, Ciber shall not be required to keep confidential any ideas, concepts, know-how, or techniques developed during the course of this Agreement by Ciber personnel or jointly by Ciber and Customer personnel.

6.3 Return of Confidential Information. Upon termination of this Agreement or the disclosing party's request, and to the extent permitted by law, the receiving party will promptly return or destroy any Confidential Information of the other party.

6.4 Ownership. Unless the parties agree otherwise in writing, Work Products developed by Ciber pursuant to this Agreement belong to Customer. Customer ownership of Work Products does not extend to third party works, products, or materials or to Ciber Materials or Ciber Tools as defined below that may be included in Work Products. Customer acknowledges that Ciber is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Ciber will retain all right, title, and interest in and to all Ciber Materials and Ciber Tools. "Ciber Materials" means, other than any Ciber Tools, all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know how, that Ciber, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Ciber's duty of confidentiality to Customer. To the extent Ciber Materials are included in any Work Products, Ciber will grant Customer a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use, execute, reproduce, and modify such Ciber materials, but only for Customer's internal use in conjunction with the Work Products. Ciber's grant to Customer of any interest in the Services and Work Products is effective only upon Customer's payment of all fees and charges invoiced by Ciber. "Ciber Tools" means, collectively, all software or other tools used by Ciber in performing the Services, including, without limitation, pre-existing and newly developed software tools including source code, web authoring tools, type fonts, and application tools, together with any other software or processes and any inventions (whether or not patentable) pertaining to the foregoing.

- 6.5 Residual Rights. Either party shall be free to use Residuals (as hereinafter defined) from any Confidential Information provided by the disclosing party for any purpose, including, without limitation, providing services or creating programming or materials for customers, subject to the obligation not to disclose, publish or disseminate such Confidential Information and subject to the patent rights and statutory copyrights of the other party. "Residuals" shall mean that information which may be retained in intangible form in the minds of those personnel of the receiving party, without intentionally reducing such information to memory, who have had access to Confidential Information in tangible form of the disclosing party during the term of this Agreement.

7. WARRANTY AND LIMITATIONS OF LIABILITY

- 7.1 Warranty and Disclaimer. Ciber warrants that it will perform all Services in a professional and workmanlike manner and provide Work Products that conform in all material respects to the specifications set forth in the SOW. To receive warranty remedies, Customer must report any deficiencies to Ciber in writing within 30 calendar days from the date of Customer's acceptance of the Services or Work Products. Customer's exclusive remedy and Ciber's entire liability is to provide Services to correct the deficiencies. If Ciber is unable to correct the deficiencies, Customer is entitled to recover the fees paid to Ciber for the deficient portion of the Services or Work Products. Ciber DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Ciber makes no warranties regarding Customer or third party modifications of Work Products, any portion of any deliverable developed by Customer or by any third party, including any third party software, hardware, or other third party products provided by Ciber.
- 7.2 Limited Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Work Products under the SOW giving rise to the damages. Notwithstanding the above, the liability of Customer shall be increased to include Ciber's costs of collection of Services fees, including without limitation, reasonable attorneys' fees and court costs. The parties agree that amounts stated herein are fair under the circumstances and that the charges reflect this limitation of liability.

8. INDEMNITY

- 8.1 General Indemnity. Ciber shall indemnify Customer and Customer's officers, directors, affiliates, subsidiaries, agents, and employees ("Customer Indemnitees") from any loss or damage arising out of a third party claim or action against Customer Indemnitees for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of Ciber's personnel while they are providing the Services to Customer under this Agreement. To the extent permitted by law, customer shall indemnify and hold Ciber and Ciber's officers, directors, affiliates, subsidiaries, agents, and employees harmless from any injury to a third party or damage to real or tangible personal property of a third party to the extent caused by the negligent acts or omissions of Customer's personnel while Ciber is providing the Services to Customer under this Agreement. Neither party has a duty to indemnify or hold the other party and its officers, directors, affiliates, subsidiaries, agents, and employees harmless from or against any claim or action for injuries to person or damage to property or any other damage or loss to the extent caused or contributed to by the act or failure to act of the other party and its officers, directors, affiliates, subsidiaries, agents, and employees.
- 8.2 Intellectual Property Indemnity. Ciber shall defend, and pay any damages and costs awarded in final judgment or made in settlement of, any claim or suit against Customer by a third party alleging that a Service or Work Product provided by Ciber, when used in conformity with Ciber's instructions and documentation, infringes a U.S. patent, copyright or trade secret. If any Service or Work Product is determined by a court of competent jurisdiction to be infringing, or in Ciber's opinion is likely to become the subject of a claim of infringement or violation, Ciber may, at its option, procure for Customer the right to continue using the Service or Work Product, or replace or modify the Service or Work Product so it is not infringing. If Ciber cannot secure these remedies on a reasonable basis and if Customer must discontinue use of any Service or Work Product, Ciber will refund a portion of the fees paid for the infringing Service or Work Product based on the expected life of the Service deliverable of the Work Product.

The foregoing indemnity shall not apply to any infringement claim arising from (i) a Service or Work Product that has been modified by any party other than Ciber; (ii) Customer's use of a Service or Work Product in conjunction with the products or services of parties other than Ciber where such use gives rise to the infringement claim; (iii) Customer's use of a Service or Work Product after written notice to Customer to cease such use; (iv) a Service or Work Product not used in accordance with Ciber's instructions and specifications; (v) Customer's use of other than the current release of a Service or Work Product if such claim would have been avoided by the use of the current release provided by Ciber; (vi) Customer's use of a Service or Work Product with services or products not provided by Ciber; or (vii) Ciber's compliance with any design, specification or instruction of Customer.

This Section sets forth Customer's sole and exclusive remedies for infringement or misappropriation of third party rights. Services and Work Products do not include any third party services, products or materials, whether or not supplied by Ciber.

- 8.3 Conditions. All indemnification under this Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.

A party's responsibility to indemnify any indemnified party is conditioned upon:

- i. The indemnifying party receiving prompt written notice of any claim or action.
- ii. The indemnifying party having the sole authority to defend the indemnified parties against any claim or action upon which third party indemnity is sought.
- iii. The indemnified parties' cooperation with the indemnifying party's defense or settlement of the claim.
- iv. Any applicable statute or other law prohibiting or restricting a party's ability to indemnify.

To the extent an indemnifying party's defense of the claim is materially prejudiced by an indemnified party's failure to provide prompt notice or full cooperation with indemnifying party's defense or settlement of the claim, indemnifying party shall be relieved of its indemnity obligations. The indemnifying party has no liability to indemnify or hold any indemnified party harmless for any payment by any indemnified party in settlement or compromise of a claim or action unless the indemnifying party receives written notice at least 10 business days in advance of such settlement or compromise and approves the settlement or compromise in writing before payment is made. All indemnification rights and obligations under this Agreement are subject to the terms of Section 7.2.

9. NONSOLICITATION

During the term of this Agreement and for a period of one year after its termination, neither party will directly or indirectly (i) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services or Work Products under this Agreement or (ii) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Work Products under this Agreement until 180 days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party's internet site. If a party hires or engages, directly or indirectly, any personnel of the other party in violation of (ii) above, the hiring/engaging party will pay the other party a finder's fee equal to three times the greater of (i) gross monthly salary or (ii) monthly billing rate (assuming 168 hours per month) for such personnel.

10. DISPUTE RESOLUTION

- 10.1 General. Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction, each party agrees to resolve all disputes under this Agreement in accordance with these dispute resolution procedures.

- 10.2 Informal Dispute Resolution. Each party will promptly notify the other in writing of any dispute. The parties' designated representatives will meet within 10 days following the receipt of such written notice and will attempt to resolve the dispute within 5 days of the initial meeting. If the parties agree, a dispute may be mediated. The parties will select a mediator within 20 days of agreeing to mediate. All mediations shall be non-binding.

- 10.3 Arbitration/Other Legal Proceedings.

- a. **Arbitration.** Any claim or dispute arising out of or relating to this Agreement or the services to be provided by Ciber hereunder, other than Excluded Disputes, as defined below, shall be resolved by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association. To the extent the Commercial Rules conflict with this provision, this Agreement shall control any arbitration. Each party may seek preliminary or permanent rights or remedies, judicial or otherwise, to maintain the status quo until the arbitration award is rendered or the dispute is otherwise resolved. The arbitration shall be conducted in Denver, Colorado and the laws of Colorado (except its conflict of laws provisions) shall govern the interpretation of this Agreement. Within 10 calendar days of service of a Demand for Arbitration pursuant to this Agreement, the parties shall agree upon a sole knowledgeable and impartial arbitrator. If the parties cannot agree upon a sole knowledgeable and impartial arbitrator, either party may apply to a court of competent jurisdiction for appointment of the arbitrator. If damages are to be awarded, the arbitrator shall only award equitable relief and damages in accordance with this Agreement but in no circumstances shall the arbitrator award exemplary or punitive damages.

Discovery in any arbitration shall be conducted as follows, unless otherwise agreed by the parties:

- i. Discovery for each party is limited to 10 requests for production and 3 depositions, limited to 2 hours per witness.
- ii. Requests for production shall be limited to documents that are directly relevant to the matters in dispute, be reasonably restricted in terms of time frame, subject matter and persons or entities to which the requests pertain and not include broad phraseology such as "all documents directly or indirectly related to." The description of custodians from whom electronic documents may be collected shall be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute.

Each party shall pay its pro rata share of the arbitrator's fees and expenses unless the arbitrator decides otherwise. The decision of the arbitrator shall be final and binding and may not be appealed. A party may apply to any court having jurisdiction to obtain a judgment enforcing the decision of the arbitrator. The parties may cancel or terminate this Agreement in accordance with its terms and conditions without following the procedures in this Article.

- b. **Excluded Disputes.** Notwithstanding the above, Excluded Disputes shall not be subject to arbitration. As used herein, an "Excluded Dispute" means any action or proceeding with respect to this Agreement: (i) that is initiated by Ciber for collection of amounts due by Customer; or (ii) related to the allocation of ownership of Work Product or Services as between Ciber and Customer. All Excluded Disputes shall be brought exclusively in a court of competent jurisdiction located within the state of Colorado. Ciber and Customer each waive their respective rights to a jury trial in an Excluded Dispute. The laws of Colorado (except its conflict of laws provisions) shall govern with respect to such dispute. Notwithstanding subsection (a) above, if Ciber elects to initiate proceedings in court, all disputes between the parties shall be resolved in that forum.

- 10.4 Limit on Actions. Any dispute or other action arising out of this Agreement must be brought within two years of the date the cause of action accrued.

11. GENERAL PROVISIONS

- 11.1 Marketing. Customer agrees to reasonably cooperate in Ciber's marketing efforts. This may include, but is not limited to, (i) working with Ciber on a mutually acceptable joint press release announcing the Agreement; (ii) providing in-person or telephone references to prospective Ciber customers; and (iii) subject to a separate license agreement to be provided by Customer, allowing Ciber to use Customer's name, logo, and information regarding the general business relationship on Ciber's website, in presentations, and as part of Ciber's marketing materials. This provision shall survive the expiration or termination of this Agreement.
- 11.2 Applicable Laws. Each party will comply with applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements, including without limitation, Executive Order 11246 -- Equal Employment Opportunity.
- 11.3 Export Controls. Neither party will knowingly export or re-export or cause to be exported or re-exported any Work Product to any country for which the U.S. government requires an export license or other government approval without first obtaining the required license or approval.

11.4 Notices. All notices must be written and will be deemed received (i) when delivered by hand, (ii) on the next business day, if delivered by a recognized overnight courier, (iii) on the third business day if mailed (by certified or registered mail, return receipt requested) or (iv) upon separately confirmed facsimile transmission to the following addresses or facsimile numbers:

CUSTOMER	Ciber	Ciber Business Unit
_____	Ciber, Inc.	_____
_____	6312 S. Fiddler's Green Circle, Suite 600E	_____
_____	Greenwood Village, Colorado 80111	_____
_____	ATTN: Legal Department	ATTN: _____
Phone _____	Phone 303-220-0100	Phone _____
Fax _____	Fax 303-224-4125	Fax _____

11.5 Supplements. This Agreement hereby incorporates Customer's Insurance Requirements Governing Responses and Subsequent Contracts, (attached hereto as Exhibit A and incorporated herein as if fully set forth), as well as Customer's General Conditions Governing Responses and Subsequent Contracts (attached hereto as Exhibit B and incorporated herein as if fully set forth.) Customer and Ciber agree that in the event of a conflict of provisions between this Agreement and Exhibits A and B, the provisions of the exhibits shall control.

11.6 Entire Agreement. This Agreement, the applicable Exhibits, and SOWs set forth the entire agreement of the parties relating to the Services and Work Products provided by Ciber and supersede all prior written or oral understandings, agreements, or representations by or between the parties with respect to these subjects and the parties shall not be permitted to rely on any written or oral understandings, agreements or representations made prior to execution or outside of this Agreement, any other written or oral agreements, statements or representations made outside of the four corners of this Agreement or any course of dealing, trade usage or course of performance. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

11.7 Waiver. No delay or failure by a party in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power, or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power, or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

11.8 Survival. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.

11.9 Force Majeure. If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, criminal acts, acts of the public enemy, acts of government in a sovereign or contractual capacity, acts of war or terrorism, or attempted acts of terrorism, or acts of God or nature, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than 30 days, either party may terminate an affected SOW upon written notice to the other party and Customer will pay Ciber for all work performed, Work Product created and expenses incurred through the effective date of termination. Failure to make payment by Customer shall not be deemed to be a force majeure event.

11.10 Severability. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected. Notwithstanding the foregoing, if the invalid, void or unenforceable provision is material to the basis of the bargain of this Agreement or an SOW, or materially affects the relative economic benefits to the parties, both parties shall in good faith agree upon an equitable modification of such provision or the application thereof.

- 11.11 Parties in Interest. This Agreement is enforceable only by Ciber and Customer. It is not a contract or assurance regarding compensation, rights, obligations, or benefit of any kind to any other party. There are no third-party beneficiaries of this Agreement.
- 11.12 Assignment and Successors. Customer may not assign this Agreement without Ciber's prior written consent, except that Customer may assign the Agreement without consent to an entity controlling Customer, in common control with Customer or controlled by Customer. This Agreement benefits and will be binding upon Ciber, Customer, and their respective successors, heirs, and assigns.
- 11.13 Insurance. Upon request, Ciber will provide a certificate of insurance evidencing the workers' compensation, general liability, errors and omissions and automobile coverage it has in effect and agrees to comply with the insurance requirements as set forth in Exhibit A to this Agreement. .

The parties, intending to be legally bound, have executed this Master Services Agreement on the date first set forth above.

CUSTOMER

CIBER, INC.

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

PART IV
EXHIBIT B
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. COMPLETING SUBMITTAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided part of this Agreement.
4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. CONFIDENTIALITY OF SUBMITTAL INFORMATION: Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposal s will not become public information. This is in accordance with the Missouri Sunshine Law.
6. SUBMISSION OF SUBMITTAL: Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. ADDENDA: All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS: A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. BONDS: When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this submittal.
11. TERMINATION: Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. TERMINATION FOR CONVENIENCE: In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

- b. **TERMINATION FOR CAUSE:** Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party materially fails to perform its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice. The City shall pay any/all undisputed fees in the case of termination for cause.
- c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.
12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability unless specifically permitted by law under the laws of the State of Missouri.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, ("City Indemnitees") from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, arising out of a third party claim or action against Customer Indemnitees caused in whole or in part by the negligent acts or omissions of Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **Davis Bacon Act:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

EXHIBIT A
INSURANCE REQUIREMENTS GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

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

NOTICE OF CLAIM: Ciber 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. Ciber 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 Ciber 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 Ciber.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, Ciber 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: In the event that Ciber 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 Ciber. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from Ciber for such assumed limits.

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

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

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

WORKERS' COMPENSATION: This insurance shall protect Ciber against all claims under applicable state Workers' Compensation laws. Ciber 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 Ciber nor has the City assessed the risk that may be applicable to Ciber.
- 2) Ciber's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by Ciber.
- 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 Ciber 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 Ciber 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
Procurement and Contract Services Department
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

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

Lee's Summit V10 Upgrade
Statement of Work

July 10, 2016

SUBMITTED BY:

ciber[®]

Prepared for:

Cathy Loveland, Assistant Director, Application Management Services
City of Lee's Summit, MO



LEE'S SUMMIT
MISSOURI

Provided by:

Steve Brown

Client Partner

Telephone: 720-454-8429

Email: sbrown@ciber.com



Revision History

Date	Version	Description of Revision
7-22-16	1.0	Initial SOW

Protection of Confidential Information

This document contains confidential and proprietary information concerning Ciber’s business, services, technology, operations and methodology. If and when the Agreement (defined in Section **Error! Reference source not found.** below) has been signed by both Ciber and Customer, “**Confidential Information**” is defined in the Agreement, and Ciber and Customer agree that all Confidential Information in this SOW is proprietary to Ciber, and is subject to, and will be handled according to, the terms and conditions in the Agreement regarding Confidential Information.

If the Agreement has not been signed by both parties at the time of receiving this SOW, by receiving and retaining this SOW, Customer agrees that, until the Agreement is signed by both parties:

- (a) For purposes of this SOW, “**Confidential Information**” means all non-public technical or business information in this SOW or disclosed by Ciber to Customer in connection with this SOW;
- (b) the Confidential Information is proprietary to Ciber;
- (c) To the extent permitted by law, Customer will protect the Confidential Information using the same procedures and requirements by which it protects its own proprietary and confidential information;
- (d) Unless otherwise required by law, Customer will not disclose, in whole or in part, the Confidential Information to any person, firm, corporation, association or other entity;
- (e) Customer will not make use of the Confidential Information for its own purposes or benefit without the prior express written consent of Ciber; and
- (f) Unless otherwise required by law, Customer will not knowingly make the Confidential Information available, in whole or in part, to current or potential competitors of Ciber or to other organizations unrelated to Customer.

If Customer is a governmental entity that must comply with requests to disclose this SOW in accordance with open/public record laws, Ciber agrees that Customer may disclose the Confidential Information to the extent necessary to comply with the applicable open/public record laws. Ciber has identified information which constitutes trade secrets and provided that information to Customer upon execution of this Agreement.



Table of Contents

1. Introduction	4
2. Scope	4
2.1. In-Scope Services	4
3. Acceptance Management.....	15
4. Work Approach	16
4.1. Project Management	16
4.2. Delivery Method	16
4.3. Work Location.....	17
4.4. Work Schedule.....	17
5. Project Organization and Governance	18
5.1. Project Organization	18
5.2. Issues Management.....	19
5.3. Change Process.....	19
5.3.1. Change Request Process.....	19
5.3.2. Change Order Approvals.....	20
5.4. Unforeseen Conditions and Events	20
5.5. Delays and Extensions	20
6. Ciber Roles and Responsibilities	21
6.1. Ciber Roles	21
6.2. Ciber Responsibilities.....	23
7. Customer Roles and Responsibilities	23
7.1. Customer Roles.....	24
8. Customer Project Reserve	26
9. Dependencies	28
9.1. Data Protection.....	28
9.1.1. Ciber's Facilities; Ciber's Responsibilities	28
9.1.2. Customer's Facilities	29
9.1.3. Remote Access.....	30
10. Project Price	30
11. Commencement Date and Term.....	33
12. Approvals.....	34
Attachment 1 – Ciber's RFP Response Document, dated 6/3/2016	37
Attachment 2 – Ciber's Response to Questions from Lee's Summit – Dated 6/24/2016	38



1. Introduction

This Statement of Work (“**SOW**”), effective on <<SOW Date>>, is incorporated into and is subject to the terms and conditions of the << Master Services Agreement or Actual Agreement Name>> (the “**Agreement**”) between Ciber, Inc. (“**Ciber**”) and City of Lee’s Summit (“**Customer**” or “Lee’s Summit”) dated <<MSA Effective Date>>. Any inconsistency between this SOW, implementing documents incorporated into this SOW, the Agreement, or any purchase orders or supplemental agreements, shall be decided in this order of precedence:

- (a) any approved Change Orders (defined in Section 5.3.1 below) and implementing documents to the SOW in order from the most recent to the earliest date;
- (b) the SOW;
- (c) Initial Request for Proposal #2016-124 response submitted by Ciber to City, attached hereto and made a part of this Agreement and Ciber’s responses to Questions posed by City attached hereto and made a part of this Agreement.
- (d) the Agreement;
- (e) purchase orders and supplemental agreements.

Any capitalized terms that are not defined in this SOW will have the meanings given in the Agreement.

2. Scope

Lee’s Summit utilizes the Infor Lawson suite of products to support certain financial and human capital management functions of the organization. Lee’s Summit has a requirement to upgrade to version 10.x of the Infor Lawson system and applications to promote system compatibility and continued functionality. This SOW details the effort involved, as well as the responsibility of each party contributing to the project.

This section describes the Services that are In-Scope and work that is Out-of-Scope for this SOW.

2.1. In-Scope Services

Ciber shall provide the Services described in this Section 2.1 for the computing environments, operating and application systems and other parameters listed in Sections 2.1 and 0 (collectively, the “**Services**”).



Application Upgrade		
Task	Hours	Notes
DESIGN		
Technical Analysis		
Application Upgrade Strategy	-	None. Standard upgrade process will be used.
Custom Development Upgrade Analysis	-	Client responsible reviewing impact of application upgrade on all custom development, including interfaces, reports, flows, etc.
Project Team Training		None
Business Process Design & Modeling		
Upgrade Setup and Oversight	26	Create Source productline, install and update upgrade software, review overall process with client.
Initial Upgraded Application Data	28	Execute initial upgrade of application and environment data through completion of review prior to testing. Establishes data upgrade timing baseline as well as identification of data integrity issues to be resolved. Also provides data for modification and other technical migrations.
BUILD		
	-	None. Standard upgrade process will be used.
Modification Migration	112	see Technical Development Detail below
TEST		
Integrated Test		
Integrated Test Upgrade Execution	22	Re-execute application and environment upgrade for testing cycle
Integrated Test Issue Resolution	20	Ciber will provide remote issue resolution support. Client to execute all testing.
User Acceptance Test		
User Test Upgrade Execution	22	Re-execute application and environment upgrade for testing cycle
User Test Issue Resolution	16	Ciber will provide remote issue resolution support. Client to execute all testing.
Detailed Cutover Planning	8	Input into overall cutover and contingency plan
ACTIVATE		
Live Production Cutover	8	Support for upgrade execution, cutover and reconciliation
Live Production Cutover - Remote	22	Remote support for upgrade execution, cutover and reconciliation
Post Cutover Support	24	Post cutover support
Totals	308	



Technical Development Detail		
(included in the totals above)		
<i>Custom Development Migration</i>	<i>Hours</i>	<i>Notes</i>
Smart Office Customizations	-	Client Responsibility
LBI Migration (Dashboards, Reports, Smart Notes)	-	Client Responsibility
Database Customizations	-	Client Responsibility
IPA Migration	24	Address errors out of migration process
Design Studio Form (Pcard)	8	
Outbound to Cashiering System	4	Ciber is only support/SME
Inbound from Cashiering System	16	
Inbound from SIRE	4	Ciber is only support/SME
MHC Interface	4	
Inbound from SIRE	4	Ciber is only support/SME
LSO to LBI	24	Access LBI through LSO
LBP to LBI	24	Reporting off of LBP through LBI
<i>Custom Migration Total</i>	<i>112</i>	
<i>Technical Development Totals</i>	<i>112</i>	



Install & Environment Services		
Task	Hours	Notes
DESIGN		
System Preparation & Support		
Windows LSF10 Installation	92	2x LSF10 Installation. Includes Self-Service applications and current ESP & MSP. TLS configuration included.
BSI	16	2x BSI Installations.
Ming.le Installation	36	2x Ming.le Installations on new SharePoint servers.
Core Landmark Installation and Federation	57	2x Landmark installations. Includes WebSphere install, LDAP bind, and Federation based on 1000 users. Required for Landmark products below.
Infor Process Automation Installation	9	2x Process Automation installations. Includes conversion tool for initial Processflow migration
Talent Management Installation	-	No Talent Management installations
Contract Management & Strategic Sourcing	-	No Contract Management & Strategic Sourcing installations
Landmark Supply Chain Management	-	No Landmark Supply Chain installations
TLS Configuration	32	2x TLS Configuration
LBI Installation	55	2x LBI installations.
EDI Professional (for use with punchout)	24	2x EDI Professional installations. Trading partner setup is not included.
Smart Reconciliation	8	2x Smart Recon installations.
ION	-	No ION
Fax Integrator	-	No Fax Integrator
Smart Office Installation	73	2x Smart Office installations. (Double Upgrade)
Cash & Treasury Mgmt	-	No Cash & Treasury Mgmt
Close & Reconciliation	-	No Close & Reconciliation
Recall Management	-	No Recall Management
Expense Management	-	No Expense Management
dEPM	-	No dEPM installations
Procurement Punchout	36	2x Procurement Punchout
Enterprise search	16	2x Enterprise search
Installation Lead and QA	117	Leadership and Issue Resolution for the above installs
BUILD		
Quality Assurance & Smoke Testing	8	Environment documentation and QA with Smoke Testing
Operational Support	10	Client responsible for administration of application and server. Ciber to provide assistance as needed.
Totals		
	589	



Project Planning & Management	
Task	Hours
PLAN	
Project Management Plan	
Project Director	8
Project Manager	24
Installation Planning	4
Project Work Plan	
Project Director	-
Project Manager	-
Change Management Lead	-
Other Initiation Activities	
Project Director	-
Project Manager	-
Project Administrator	-
Change Management Lead	-
PROJECT MANAGEMENT	
Project Director	8
Project Manager	125
Project Manager - Global	-
Project Administrator	8
CHANGE MANAGEMENT	
Change Management Plan	-
On-going Change Manager	-
Totals	177



The following chart identifies responsibilities for Ciber and for Lee's Summit during each project phase along with work products for each phase.

PROJECT PLANNING		
Objectives	<ul style="list-style-type: none"> Define scope, goals, roles, tasks, and timing Align project plans and outcomes with project objectives Address Key Performance Indicators (KPI) and include in the plan 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> Conduct Project Initiation Call Create project schedule based on agreed upon dates and deliverables Define major milestones and timelines based on requirements and Lee's Summit availability Assign required consulting resources to the project Configure PMRx Project Portal for access by all team members 	<ul style="list-style-type: none"> Project Initiation Project Schedule PMRx Project Portal
Lee's Summit	<ul style="list-style-type: none"> Attend required planning sessions, including both project management, functional and technical resources Provide input for the City resource and staff availability, including significant conflicts with other initiatives and projects. Schedule and Conduct formal Project Kick-off meeting Establish and assign full Project Team and agree on respective roles 	<ul style="list-style-type: none"> Project Kick-off Meeting

PROJECT MANAGEMENT		
Objectives	<ul style="list-style-type: none"> Manage the Project through all phases Execute the Project Plan and Schedule Align project results to meet stated business objectives of the City of Lee's Summit 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> Monitor and control project scope and progress Manage all Ciber Project Team resources Manage project issues log via PMRx Identify bottlenecks and work to resolve Product status reports and attend Status Meetings Provide budget reports including budget to actual for hours and cost, by task 	<ul style="list-style-type: none"> Budget vs. Actual Reports Status Reports Change Request Documents as needed Decision documents as needed Risk abatement plans as needed



PROJECT MANAGEMENT		
Objectives	<ul style="list-style-type: none"> • Manage the Project through all phases • Execute the Project Plan and Schedule • Align project results to meet stated business objectives of the City of Lee's Summit 	
Lee's Summit	<ul style="list-style-type: none"> • Monitor and update project schedule • Monitor and control project scope and progress against milestones • Manage all City Project Team resources • Identify bottlenecks and work to resolve • Schedule and lead Status meetings • Schedule and lead steering meetings • Manage any 3rd Party relationships and issues 	<ul style="list-style-type: none"> • Project Schedule Updates • Status Meeting Agendas • Status Meeting Minutes • Steering Meeting Agendas, Minutes, and Committee Updates • Issue/Risk Tracking Logs • Lee's Summit Team and Overall Project Status Reports

SYSTEM PREPARATION AND INSTALL CHANGE MANAGEMENT		
Objectives	<ul style="list-style-type: none"> • Provide a fully operational system • Provide system support throughout the project 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> • Provide a pre-install checklist for new hardware and/or software install requirements • Provide guidance to Lee's Summit on count and sizing of servers required • Install Lawson software 	<ul style="list-style-type: none"> • Software Installation • Software Installation Documentation • Pre-Installation Documentation
Lee's Summit	<ul style="list-style-type: none"> • Procure, install and configure hardware including network and desktop hardware. • Provide any Database installs, updates, configuration or support • Install any City PC updates required such as browser updates or desktop software. • Setup core project team users with access to the system and configure Lawson security roles and classes 	<ul style="list-style-type: none"> • Installed and Operational Database • Operational System

BUSINESS PROCESS AND TECHNICAL ANALYSIS		
Objectives	<ul style="list-style-type: none"> • Integrate functional team with consultants • Verify business process list • 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> • Determine initial application data load strategies 	<ul style="list-style-type: none"> • No Work Products



BUSINESS PROCESS AND TECHNICAL ANALYSIS

Objectives	<ul style="list-style-type: none"> Integrate functional team with consultants Verify business process list 	
	ACTIVITIES	WORK PRODUCTS
Lee's Summit	<ul style="list-style-type: none"> Identify technical development impact of upgrade 	<ul style="list-style-type: none"> Business and Technical Requirements Current state documentation

PROJECT TEAM EDUCATION

Objectives	<ul style="list-style-type: none"> Conduct knowledge transfer to the Project Team to provide understanding of the potential of the new system Enable the Project Team to navigate through the enhancements 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> No Activities 	<ul style="list-style-type: none"> No Deliverables
Lee's Summit	<ul style="list-style-type: none"> Attend Lawson application security and admin Project Team training prior to System Modeling and Design activities Review version differences documentation from Lawson Software 	<ul style="list-style-type: none"> Project Team Education Classes

SYSTEM MODELING AND DESIGN AND CONFERENCE ROOM PILOT (CRP)

Objectives	<ul style="list-style-type: none"> Establish new settings and processes and document decisions reached for future-state use Provide documentation of relevant processes Identify all interfaces, conversions and enhancements required 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> Execute the Initial Application Upgrade Execute the Initial Environment data upgrade and migration Document the upgrade configuration 	<ul style="list-style-type: none"> Upgraded Application Data Migrated Environment Data (See Addendum 1 for detail) Upgrade Configuration Documentation
Lee's Summit	<ul style="list-style-type: none"> Review the initial upgrade and new version of the software Initiate script development for Testing Phase 	<ul style="list-style-type: none"> No Deliverables



SYSTEM CONFIGURATION, SETUP AND, SUPPORT		
Objectives	<ul style="list-style-type: none"> Finalize Security Design Establish application and environment readiness for development, testing, and activation 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> Provide mentoring to Lee's Summit on topics such as: <ul style="list-style-type: none"> Periodic (not day-to-day) system administration or maintenance activities that change due to the Landmark component or v10 (holistic) How does the patching process change with v10 & Landmark Addition/removal of product lines & data areas 	<ul style="list-style-type: none"> No Deliverables
Lee's Summit	<ul style="list-style-type: none"> Validate hardware Complete Lawson application security configuration 	<ul style="list-style-type: none"> Fully configured application Fully configured application security

TECHNICAL DEVELOPMENT		
Objectives	<ul style="list-style-type: none"> Provide technical solutions for interfaces, conversions, automations, reports, and other technical enhancements 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<p>For all development items within Ciber's scope per cost estimate detail.</p> <ul style="list-style-type: none"> Create Designs required for technical development Develop and Unit test Process Flows, Interfaces, Design Studio, other enhancements, and reports. Process flow detail included as Addendum 2 	<p>For all development items within Ciber's scope per estimate detail.</p> <ul style="list-style-type: none"> Designs for Technical Development Unit Tested Custom Development
Lee's Summit	<p>For all development items not included within Ciber scope per estimate detail.</p> <ul style="list-style-type: none"> Create Designs required for technical development Develop and Unit test Process Flows, Interfaces, Design Studio, other enhancements, and reports. Process flow detail included as Addendum 2 	<p>For all development items not within Ciber scope per estimate detail.</p> <ul style="list-style-type: none"> Designs for Technical Development Unit Tested Custom Development

END-USER DOCUMENTATION		
Objectives	<ul style="list-style-type: none"> Create documentation of processes at end-user level Establish materials for end-user training 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> No Activities 	<ul style="list-style-type: none"> No Deliverables



END-USER DOCUMENTATION		
Objectives	<ul style="list-style-type: none"> • Create documentation of processes at end-user level • Establish materials for end-user training 	
	ACTIVITIES	WORK PRODUCTS
Lee's Summit	<ul style="list-style-type: none"> • Create training materials based on system design and configuration documentation • Document all non-Lawson processes, policies, and procedures as required. • Create final end-user training plan 	<ul style="list-style-type: none"> • End User Process Documentation • Courseware for each class • End-user Training Plan

INTEGRATED TEST		
Objectives	<ul style="list-style-type: none"> • Validate system modules function together as designed • Check data integrity under known situations 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> • Perform integrated test application data load • Participate in application testing cycles • Resolve Ciber assigned issues 	<ul style="list-style-type: none"> • Test Application Data Load • Draft Cutover Plan
Lee's Summit	<ul style="list-style-type: none"> • Test and verify application data load • Prepare system for integrated test • Test and verify security setup • Create test scripts • Execute Integrated Test scripts • Resolve City assigned issues • Document issues and resolutions 	<ul style="list-style-type: none"> • Configured application, environment and security • Application Test Plan • Security Test Plan • Test scripts • Executed test scripts • Issue Log with resolutions

USER ACCEPTANCE TEST		
Objectives	<ul style="list-style-type: none"> • Validate system functionality meets documented end-user requirements 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> • Perform user acceptance test application data load • Participate in application testing cycles • Resolve Ciber assigned issues 	<ul style="list-style-type: none"> • Test Application Data Load • Draft Cutover Plan
Lee's Summit	<ul style="list-style-type: none"> • Test and verify application data load • Prepare system for user acceptance test • Test and verify security setup • Create and execute User Acceptance Test scripts • Resolve City assigned issues • Document issues and resolutions 	<ul style="list-style-type: none"> • Configured application, environment and security • Application Test Plan • Security Test Plan • Test scripts • Executed test scripts • Issue Log with resolutions



LEE'S SUMMIT
MISSOURI

Statement of Work

DETAILED CUTOVER PLANNING		
Objectives	<ul style="list-style-type: none"> Document and plan the transition to new system Anticipate and minimize risks 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> Identify Cutover Plan and Schedule Identify contingency plans Document cutover and contingency plans. Perform Readiness Assessment 	<ul style="list-style-type: none"> Cutover and Contingency Plan Readiness Assessment
Lee's Summit	<ul style="list-style-type: none"> Participate in Cutover, Contingency and Readiness Assessment meetings Review and approve Readiness Assessment and Cutover and Contingency Plan 	<ul style="list-style-type: none"> Cutover and Contingency Plan Approval Readiness Assessment Approval

END-USER TRAINING		
Objectives	<ul style="list-style-type: none"> Educate end-users how to use and can benefit from the system Educate administrators in system maintenance 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> No Responsibilities 	<ul style="list-style-type: none"> No Deliverables
Lee's Summit	<ul style="list-style-type: none"> Provide training for all users and administrators 	<ul style="list-style-type: none"> End User Training

LIVE PRODUCTION CUTOVER		
Objectives	<ul style="list-style-type: none"> Bring the system into operation 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> Perform production application data load Provide consulting support 	<ul style="list-style-type: none"> Production Application Data Load
Lee's Summit	<ul style="list-style-type: none"> Perform final verification of proper application, security and environment setup according to cutover plan Perform data validation Utilize live system 	<ul style="list-style-type: none"> Verified application, security and environment setup Validated data Integrated system with daily business functions operational

POST CUTOVER SUPPORT		
Objectives	<ul style="list-style-type: none"> Resolve critical system issues quickly with minimal business interruption 	
	ACTIVITIES	WORK PRODUCTS
Ciber	<ul style="list-style-type: none"> Provide functional application and environment support for up to one month beyond the live date or through the first month end close, whichever occurs later Resolution of all Ciber assigned issues occurring within the warranty period agreed to in the contract 	<ul style="list-style-type: none"> Post cutover support
Lee's Summit	<ul style="list-style-type: none"> Acts as primary contact for internal support requests and issues Coordinate with Lawson Software for support as provided for in the City / Lawson Software maintenance contract 	<ul style="list-style-type: none"> Internal support



Ciber will conduct up to two conference calls with Lee's Summit for the purpose of understanding the City's needs regarding a budget planning system. Ciber will provide verbal guidance to the City as a result of the conference calls. There will be no charge assessed to the City for this service.

Out-of-Scope

Work not specifically listed above as In-Scope, is considered Out-of-Scope for this SOW. Any question regarding project scope will be reconciled by following the order of precedence as detailed in Section 1, Introduction, of the SOW. Ciber and Customer shall address alterations to the scope of this SOW through the Change Process described in Section 5.3 below.

The following are specifically not within the scope of this SOW:

1. Implementation of Infor d/EPM or any other budget planning application.

3. Acceptance Management

Acceptance by Customer of the project's Services and Work Products means that the Services and Work Products have been completed in accordance with this SOW.

Ciber and Customer will agree upon acceptance criteria for the Services and each Work Product. Acceptance criteria must be documented as part of the Project Management Plan or Deliverable Expectation Document (DED) developed during the planning efforts of the project. Upon completion and approval by both parties, the Project Management Plan and/or DED shall be incorporated into the SOW by this reference. The parties agree to the following Acceptance Management process:

1. The Ciber Project Manager will submit an acceptance form for each completed Work Product or each completed portion, Phase or milestone of the Services and Work Products (as applicable) to the designated Customer approver.
2. Customer approver will accept or reject the Services and/or Work Product within five (5) business days from the receipt of the acceptance form from the Ciber Project Manager.
3. If Customer approver does not accept or reject the Work Products and/or Services within five (5) business days from the receipt of the acceptance form from the Ciber Project Manager and does not communicate a reasonable timeframe in which a decision will be made, the Work Products and Services will be considered accepted.
4. If Customer rejects any Services or Work Product, the cause for rejection and all non-conformities and defects to be addressed must be documented by Customer and provided to Ciber for Ciber to correct or revise. Any Services and Work Products are deemed complete upon re-performance



and/or resubmission of the corrected or revised Services or Work Product by Ciber to Customer.
Further corrections or revisions will be addressed under the Warranty provision of the Agreement.

The following Customer person(s) has been designated as the approver of Work Products and Services for the project:

Name: Cathy Loveland

Title: Assistant Director, Application Management Services

4. Work Approach

This section defines Ciber's approach to managing and delivering the Services and Work Products under this SOW.

4.1. Project Management

Ciber will plan, execute, control, and communicate the progress of the project using the Ciber Project Management Methodology (CPMM).

Ciber's PMRx® Project Portal will be used to track project progress, information, and artifacts; and to capture, track, and communicate the overall status of the project.

4.2. Delivery Method

Ciber's IMPACT Methodology will be used to provide management of the solution delivery process.
Technical Environment

Ciber will depend upon the technical environment described below in order to perform the Services and Work Products in this SOW.

Table 1: Technical Environment

Description: Platform, Vendor, Version	Provisioning Responsibility
Hardware:	Microsoft-based servers
Software:	Infor Lawson
Network Connectivity:	Lee's Summit will:



Table 1: Technical Environment

Description: Platform, Vendor, Version	Provisioning Responsibility
	<ul style="list-style-type: none"> • Provide VPN or other remote network access to project development and test environments, and to other system environments necessary for the project, for all project members requiring access to perform their tasks. • Provide application access to applicable systems for project members. • Assign a point of contact or define a process for gaining access and resolving access issues.
<p>Project Portal: Ciber's PMRx® Project Portal will be used to store and manage project documentation (e.g., work plans, status reports, and non-code Work Products).</p>	<p>Ciber will provide the PMRx® Project Portal site and manage access for all team members.</p>

4.3. Work Location

Ciber will perform the Services remotely from Ciber offices and Ciber consultant home-based offices. Ciber will also perform work at Lee's Summit office at 220 S.E. Green Street Lee's Summit, Mo 64063.

4.4. Work Schedule

Ciber has defined the schedule and price based upon an average 40-hour work-week, recognizing Ciber holiday and personal leave policies for project team members, including Ciber and Customer team members. However, the project may have peak periods where the project team will be expected to work outside normal business hours. Standard Customer holidays that differ from the seven (7) holidays observed by Ciber will be scheduled work days for consultants.

The standard project work-week for consultants working at the Customer facility is Monday through



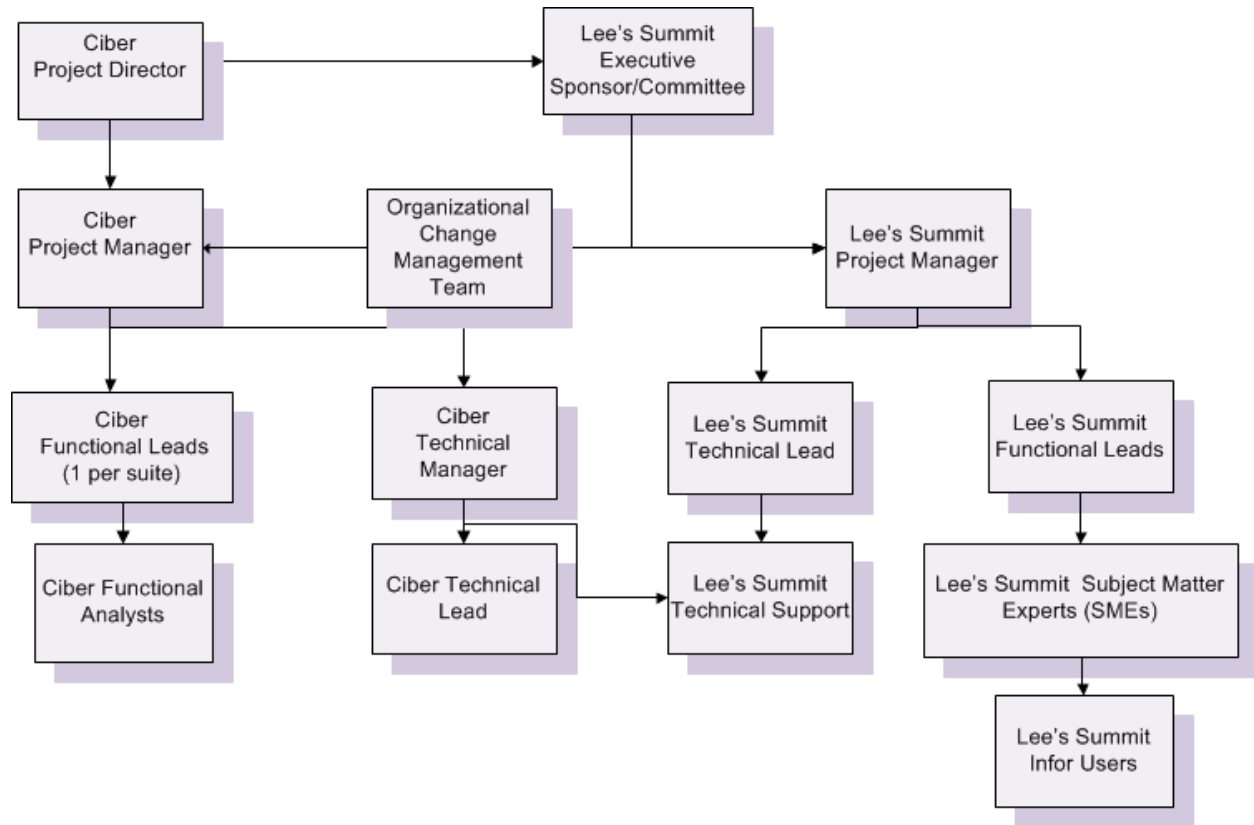
Thursday, with four days onsite. The work-week is defined as 4-4-5— 4 nights and 4 days at Customer facility and a 5th day at a remote work location as necessary to complete the work week. Work-site arrival time on Mondays will be no later than 9:00 AM local time, with work-site departure no earlier than 3:00 PM local time on Thursday. Work-site arrival and departure times Tuesday and Wednesday will be 8:00 AM – 5 PM local time. The consultant’s work-week includes up to four (4) hours per week travel time. Customer and Ciber may agree to modifications to the work week for individuals or specific work groups.

5. Project Organization and Governance

5.1. Project Organization

The organization chart below depicts the key project roles and the anticipated communication channels for the project.

Figure 1: Project Organizational Chart





5.2. Issues Management

Throughout the Term of this SOW issues may arise requiring further information or a decision for resolution. The project team's objective is to resolve all issues at the lowest level possible. When an issue cannot be resolved at the project team level, the following escalation path will be followed. Each contact shall have the amount of time indicated in the "Response Time" column for bringing resolution to the issue, prior to the issue being escalated to the next contact level.

Table 2: Escalation Contacts

	Ciber	Customer	Response Time
First Level Contact	Ciber Project Manager	Lee's Summit Project Manager	Three (3) business days
Second Level Contact	Ciber Project Director	Lee's Summit CTO	Three (3) business days
Third Level Contact	Ciber Sr. Director of Service Delivery	Lee's Summit Director of Administration	Three (3) business days

Should no resolution be reached after following this escalation path, either party may terminate this SOW as a termination for convenience subject to the Early Termination provisions below, and/or refer the dispute to the dispute resolution process defined in the Agreement, if any, and exercise any other rights and remedies available at law or in equity.

5.3. Change Process

The following Change Process will be used to manage all alterations to this SOW. Examples of alterations include but are not limited to: changes in scope, to Work Products (including accepted Work Products), to the schedule and to costs occurring for any reason, including failure of Customer to fulfill its roles and responsibilities, unforeseen events, delays caused by Customer, and inaccurate assumptions and dependencies. Ciber will not perform services not described in this SOW until a Change Order has been approved.

5.3.1. Change Request Process

1. Either party may notify the other of requested changes by completing a "Change Order" ("CO") form which provides justification for the change and the proposed impact to the scope, schedule, and cost.
2. If Customer has initiated the CO, Ciber will respond to the CO with the impact to the scope, schedule and cost, also referred to as a CO in this process.
3. The Customer approver will approve or reject the requested Change Order within five (5) business days from the receipt of the CO form.



4. If the Customer approver does not approve or reject the requested Change Order within five (5) business days from the receipt of the CO form and does not communicate a reasonable timeframe in which a decision will be made, the requested Change Order will be considered deferred:
 - a. The CO status will be logged, tracked and managed as a 'deferred' request.
 - b. Services will progress without incorporating the requested change into the work plan.
 - c. Where an approval or rejection decision is necessary for the Services under this SOW to progress, Ciber and Customer will use the Issues Management process above.
5. For COs outside the stated project scope, Customer will authorize budget allowance and payment, on a time and materials basis, for Ciber to perform the initial analysis of a requested change.
6. Ciber shall coordinate any changes in hardware, network, software, configuration, or Services with Customer. Customer may defer the change based on impact to business operations.
7. Ciber and Customer shall work in good faith to resolve disputes regarding the In-Scope or Out-of-Scope classification of work, using the Issues Management process above.

5.3.2. Change Order Approvals

The following persons are responsible for obtaining signature approval of Change Orders for the engagement:

Customer Name: Cathy Loveland

Ciber Name: Brian Beckman

Customer Role: Lee's Summit Project Manager

Ciber Role: Sr. Director, Service Delivery

5.4. Unforeseen Conditions and Events

If unforeseen conditions are discovered or unforeseen events occur that materially affect the original scope of work, Ciber will work with Customer to adjust the scope, cost and schedule of this SOW using the above Change Process or to terminate this SOW without penalty.

5.5. Delays and Extensions

Ciber has a limited ability to mitigate the impact of delays caused by Customer or by acts of God. Ciber's rates, prices, and schedules do not include a contingency for the cost and schedule impacts of such delays.



Ciber will notify the Customer promptly upon discovery of any delay caused by Customer or caused by acts of God or by Ciber. In all cases, Ciber will communicate the nature of the delay, and the associated time and costs. Ciber will assume responsibility for the completion of the Services set forth in the Statement of Work provided that, (a) customer promptly satisfies all of its responsibilities and assumptions under this Statement of Work; (b) Ciber's performance under the Statement of Work is not delayed or if delayed, through Act of God or Customer; and (c) the terms in the Statement of Work are not materially altered. As part of this responsibility, the parties shall take commercially reasonable steps necessary to ensure that each party completes its tasks set forth in the project plan by the date(s) specified. Should project delays be caused by Ciber's actions, Ciber will not invoice client for hours in addition to those agreed to in the SOW that may be required to account for the Ciber-caused delay, assuming the same scope. Should the delay be the fault of the Customer, or an Act of God, Ciber will work with Customer to mitigate the cost and schedule impacts; however, Ciber will be entitled to adjust the schedule accordingly and shall inform Customer of any charges for additional work caused by such delays. Ciber will submit a Change Order for required cost and schedule adjustments. Ciber will negotiate any Change Order to address the cumulative impacts of subsequent delays caused by customer.

6. Ciber Roles and Responsibilities

6.1. Ciber Roles

The following main roles listed in Table 6 will be provided by Ciber. Ciber will seek customer approval before temporarily or permanently removing, re-assigning or replacing consultants. If approved by Customer, Ciber shall replace any assigned consultant with a consultant possessing equivalent skills, experience and qualifications as those outlined in the proposal to the customer. Customer will not unreasonably withhold approval for a staffing change, provided that the departing Ciber consultant is replaced by a resource who, in Ciber's opinion, possesses equivalent skills, expertise and qualifications.

If Customer has concerns about the skills, qualifications or suitability of any of Ciber's consultants assigned to provide Services hereunder, Customer shall promptly notify Ciber of the specific concerns. Customer and Ciber shall cooperate to correct the situation and resolve Customer's concerns promptly.



Table 3: Ciber Personnel

Role	Role Description
Project Director	<ul style="list-style-type: none"> • Assigns and provides direction to the Project Manager. • Serves as point of escalation for the Project Manager.
Project Manager	<ul style="list-style-type: none"> • Manages all Ciber work efforts as defined in the Statement of Work. • Coordinates and directs day-to-day activities for Ciber team members. • Acts as a main point of contact for Lee's Summit's upgrade project. • Makes Ciber decisions/approvals in conjunction with the Lee's Summit's project manager. • Manages the transfer of knowledge and deliverables between on-site and off-site teams. • Coordinates the Project Change Management process. • Provides Ciber project management deliverables and attends project team meetings at a level determined by Ciber and Lee's Summit project leadership and in accordance with the project management budget. • Track and manage PMRx project issue log
Technical Lead	<ul style="list-style-type: none"> • Provides technical leadership and oversees overall technical solution & quality. • Provides overall technical direction for the solution as defined in the SOW. • Provides installation leadership and QA. • Facilitates knowledge and deliverable transfer between Ciber teams and Lee's Summit. • Provides Upgrade setup and oversight, detailed cutover planning and Live Production Cutover and Post Cutover support. • Provides remote support for upgrade execution, cutover and reconciliation.
Infor Lawson Certified Global Installer	<ul style="list-style-type: none"> • Executes installation of version 10.x.



6.2.Ciber Responsibilities

Ciber is responsible for the following:

Table 4: Ciber Responsibilities

Area	Project Responsibilities
Off-site Team Communication	<ul style="list-style-type: none"> • Administer a communication plan with the off-site work groups and the on-site project team. • Provide voice communication access, including conference call capabilities, to off-site team members.
Compliance with Lee's Summit's Business Policies	<ul style="list-style-type: none"> • Know, understand and comply with Lee's Summit business policies and processes related to the project and the team's conduct.
Knowledge Transfer to Lee's Summit	<ul style="list-style-type: none"> • Collaborates with Lee's Summit in the development of a knowledge transfer plan. • Provides documentation and access to subject experts regarding the knowledge to be transferred according to the plan. • Resolves issues regarding the transfer of knowledge.

7. Customer Roles and Responsibilities

Ciber will rely upon Customer to provide the following roles and responsibilities in order for Ciber to perform the work described in this SOW. If, during the execution of this SOW, roles and responsibilities defined herein cannot be fulfilled by Customer, Ciber and Customer shall negotiate budget, schedule, or scope changes to address the deficiency.



7.1. Customer Roles

Customer will provide the following roles to facilitate the performance of work under this SOW.

Table 5: Lee's Summit Roles

Role	Role Description
Executive Sponsor	<ul style="list-style-type: none"> • Defines organizational and reporting relationships. • Approves and allocates the necessary resources for the project. • Approves and accepts all project related contracts and deliverables.
Project Manager	<ul style="list-style-type: none"> • Manages all Lee's Summit's work efforts that are not assigned to Ciber. • Coordinates and directs day-to-day activities for Lee's Summit's team members. • Maintains project plan • Monitors project execution against the project plan. • Integrates and maintains an overall project plan that incorporates all sub-plans of Lee's Summit's, Ciber, and any other entities involved in the project. • Acts as a primary point of contact for Lee's Summit's. • Accepts or Rejects Ciber's Deliverables.
Subject Matter Expert (SME)	<ul style="list-style-type: none"> • Supports the creation and signoff of the functional requirements, as well as other business level documents (e.g., test plans, UAT testing). • Participates in scope definition and project planning activities. • Performs project activities according to project plan. • Reports weekly status, issues and potential risks to the project managers. • Ensures that information provided to project team is up-to-date and accurate.



7.2. Lee's Summit Responsibilities

Ciber will rely upon the following Lee's Summit responsibilities to perform the work described in this SOW

Table 6: Lee's Summit Responsibilities

Area	Project Responsibilities
Project Resources	<p>Lee's Summit shall ensure that all Lee's Summit resources are available for project tasks as defined in this SOW and the Project Management Plan or other communicated schedule of activities. Lee's Summit shall ensure that assigned personnel have the skills to execute their assignments, have the authority to perform the work and make decisions, and that they fully participate in completing the effort of each task. Lee's Summit shall ensure that its personnel do not have other responsibilities outside of this project that affect their ability to perform their project assignments in a timely manner.</p> <p>Other Lee's Summit projects that are currently underway or may start during this project will not limit the availability of the resources, facilities, or technical infrastructure assigned for this project.</p>
Project Information	<p>Lee's Summit shall ensure that all information and data supplied to Ciber with respect to this project is complete, clean and accurate. Incomplete, inaccurate or erroneous information may impact the project scope, budget and/or schedule.</p>
File Back-up	<p>Lee's Summit will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data, and programs affected by the Services</p>



Table 6: Lee's Summit Responsibilities

Area	Project Responsibilities
Policies	Lee's Summit will provide Ciber with a copy of all policies, standards and regulations applicable for these Services, and provide an initial training class for Ciber team members. Ciber will comply with such policies, standards and regulations and mutually agree with Lee's Summit on any aspects that are not applicable or are outside of Ciber's scope of work.
Vendor Management	Lee's Summit will monitor progress of Lee's Summit vendors contributing to the project and resolve issues regarding vendor performance and/or Work Products. Lee's Summit is responsible for impacts to the project due to vendor performance issues.
Software Licenses	Lee's Summit has sole responsibility for compliance with all software license agreements, including payment of fees and providing access, developer licenses (if applicable) and user licenses to Ciber personnel in order to fulfill its responsibilities under this SOW. Lee's Summit must maintain a current support and maintenance agreement with the software vendor during the term of this SOW. Ciber does not provide any warranties for third party software or products.

8. Customer Project Reserve

The following table lists the risks that have been initially identified for this project that could affect the planned scope, schedule, or budget. Throughout the life of the project, Customer should consider a reserve fund to address these risks and others that arise. If necessary, the parties will address scope, schedule, and budget changes resulting from risks using the Change Process. A reserve for budget and schedule change is not included in Ciber's price or in the estimated schedule.



Table 7: Project Risk Events

Risk Event	Potential Impact	Mitigation Strategy
New Landmark Technology	Differences can impact the ability to resolve issues and can extend the duration of technical development.	Ciber's Landmark IPA workshops for admins and developers to prepare the Lee's Summit IT staff for this transition.
Application Functionality	Product knowledge is critical to prepare the Lee's Summit team for system test. Lack of trained resources will impact the quality of the system testing.	Identify areas of weakness in product knowledge that currently exist, and areas where Lee's Summit would like to take further advantage of existing Lawson functionality. Ciber is certified to deliver any application training needed at Lee's Summit, and it is delivered by the project team consultants.
Issue management	Inefficient handling of issues can impact the project quality, budget, and duration.	Ciber utilizes a centralized PMRx SharePoint site that allows us to create a central collaboration point for project issues and deliverables. Lee's Summit will be provided full user access to this secured, hosted site at no additional cost. The project team's communication plan will be revisited frequently to ensure the team is communicating effectively.
Lee's Summit SME user availability and competing projects	If key resources are not available to execute system tests and resolve issues, the duration of the project and the quality of the test will be impacted. Competing Lee's Summit initiatives will also impact the duration of the project.	SME involvement in project planning will allow the team to create a project schedule that the team can commit too. Accounting for additional responsibilities and utilizing Ciber's experience with similar projects will allow the team to create a schedule that works for everyone.



Ming.le User Interface Change	Some Ciber customers have difficulty adjusting from Portal to Ming.le. This can impact the quality and timeline of the project.	Ciber offers a Ming.le Overview workshop which is delivered remotely. Lee's Summit can take advantage of this and record the session to help with the transition to Infor Ming.le.
Project Scope expansion	If the project scope is not clearly understood and communicated to the project team, the project budget and timeline can be impacted.	Ciber works during the project planning session to make sure project leadership understands the project scope, and that it is communicated effectively to team members.
Executive sponsorship	Project quality, scope, budget, and timeline.	The lack of involved executive sponsors from Ciber's customer can impact the project in many ways. Ciber works to partner with our customer to make sure this important part of the communication plan is in place.

9. Dependencies

Ciber will rely upon the following dependencies to perform the work described in this SOW

9.1.Data Protection

9.1.1. Ciber's Facilities; Ciber's Responsibilities

"Ciber's Facilities" shall mean Ciber's network environment, systems, software, equipment, premises, operations, and any other Ciber-owned and/or Ciber-managed facilities. With respect to any Services under this SOW that Ciber performs within Ciber's Facilities, and any Customer data processed, used or located within Ciber's Facilities in connection with Ciber's Services under this SOW, Ciber shall maintain, and require its personnel providing the Services to follow the following technical, procedural, and physical safeguards, which may be updated from time to time without notice to the Customer, for the protection and security of Customer's data (**"Ciber's Security Procedures"**):

- a) Ciber's Employee Handbook



- b) Ciber's Information Security Policy Handbook
- c) Ciber's Information Security Awareness Training
- d) Customer's Information Security policies and procedures as communicated to Ciber
- e) Maintaining current anti-virus protection on Ciber Facilities
- f) Additional security measures may be implemented depending on the type of work to be performed. All additional security measures must be documented in a written security plan and approved by both Ciber and the Customer.

With respect to Customer's Facilities (defined below) and any Services performed and any data processed, used, accessed or transmitted in or from Customer's Facilities, Customer shall have the responsibilities described below, and Ciber shall comply and require its personnel providing the Services to comply, with all Customer's Security Procedures (defined below) that are communicated to Ciber.

Ciber is entitled to rely on the established and agreed safeguards and is not responsible or liable for (a) failure of Customer to implement the required and appropriate safeguards and protections for Customer's Facilities and Customer's data, materials, and Confidential Information, (b) the acts or omissions of Customer, or any third party, including liability for any security breach or unauthorized access to data or information caused in any way by those parties; (c) any data breach, security incident, unauthorized disclosure of Confidential Information or the like that occurs even though Ciber is complying with Customer's Security Procedures and/or Ciber's Security Procedures; or (d) force majeure.

9.1.2. Customer's Facilities

"Customer's Facilities" shall mean Customer's network environment, systems, software, equipment, premises, operations, and any other Customer-owned and/or Customer-managed facilities. With respect to any Services under this SOW that Ciber performs in Customer's Facilities, and any Customer data processed, used, accessed, transmitted or located in or from Customer's Facilities in connection with Ciber's Services under this SOW, Customer is responsible for all physical, administrative, technical, procedural, network, and electronic data protection and other safeguards as are necessary for the protection, security, and confidentiality of any Customer Confidential Information and any data, as required by Customer's operations and applicable law for its Facilities, operations and data, including without limitation, providing appropriate notices and systems of records required under applicable laws (collectively, **"Customer's Security Procedures"**). Customer is responsible for compliance with all legal requirements with respect to Customer's Facilities. Ciber shall comply, and require its personnel providing the Services to comply, with all Customer's Security Procedures that are communicated to Ciber, while Ciber provides Services in Customer's Facilities.



9.1.3. Remote Access

If any Ciber personnel require remote access to Customer's Facilities to perform any Services under this SOW, Customer is responsible for creating a secure platform for remote access by such Ciber personnel. At a minimum this will consist of (a) the maximum allowed encryption supported by both Customer and Ciber for a VPN tunnel and (b) a terminal services environment secured and controlled by Customer with remote access granted to Ciber. This will allow for all Work Products and data to remain onsite in Customer's Facilities and in full control of Customer. At no time will Customer grant unencrypted remote access to Ciber. Ciber will follow Customer's documented access control procedures to gain remote access to Customer's Facilities. As part of Customer's Security Procedures, Customer will provide VPN and terminal services tools, and the necessary network and environment logins to ensure that Ciber consultants will never have remote access to Customer's data except through those tools and logins. Ciber consultants will use those tools and logins for both onsite and remote access, and will not have access to any Customer data, except through those tools and logins.

10. Project Price

Except as otherwise stated in this SOW, invoice and payment terms for this project are subject to the terms and conditions of the Agreement. Ciber may suspend work on this SOW without penalty if Customer fails to pay undisputed overdue amounts to Ciber within 30 days of Ciber's written notice specifying the undisputed amounts.

Ciber has relied on the accuracy and completeness of the information provided by Customer to estimate and price the scope of this work.

All work defined within this SOW will be performed and invoiced on a Time & Materials (T&M) basis, exclusive of any applicable taxes. Applicable taxes will be invoiced in addition to these fees. Customer will deduct 4% from each payment as retainage. Retainage will be paid back to Ciber within 15 days of project completion. Project completion is defined as go-live date plus 30 calendar days, or after first month end close, whichever comes latter.

Services will be rendered at the following rates. Estimated hours and amounts are indicative and may change based upon the actual work performed.



	Installs & Upgrade		PM & CiberGems		Project Totals	
	Hours	Amount	Hours	Amount	Hours	Amount
PLAN & MANAGEMENT						
Project Management			141	\$ 27,440	141	\$ 27,440
Project Planning			36	\$ 7,280	36	\$ 7,280
Change Management			-	\$ -	-	\$ -
DESIGN						
System Preparation & Support						
Software Installation	571	\$ 61,940			571	\$ 61,940
Business Process & Technical Analysis						
Process & Technical Analysis	-	\$ -			-	\$ -
Security Requirements Definition					-	\$ -
Business Process Calibration (BPC)						
Brown Paper Process (As-Is)					-	\$ -
Application Design (Stage 1)					-	\$ -
Process To-Be Development & Workshop					-	\$ -
Application Design (Stage 2)					-	\$ -
Reporting Requirements					-	\$ -
Project Team Education	-	\$ -			FIXED	\$ -
Business Process Design & Modeling						
Pre-Pilot Activities	54	\$ 5,820			54	\$ 5,820
Conference Room Pilots					-	\$ -
System Design	-	\$ -			-	\$ -
Executive Reporting Requirements					-	\$ -
BUILD						
System Configuration & Setup	10	\$ 2,000			10	\$ 2,000
Operational Support	18	\$ 1,600			18	\$ 1,600
Technical Development	112	\$ 19,040			112	\$ 19,040
End User Documentation					-	\$ -
End User Courseware					-	\$ -
TEST						
Integrated Test	42	\$ 2,100			42	\$ 2,100
User Acceptance Test	38	\$ 1,900			38	\$ 1,900
Detailed Cutover Planning	8	\$ 1,360			8	\$ 1,360
ACTIVATE						
End User Training					-	\$ -
Live Production Cutover	30	\$ 2,460			30	\$ 2,460
Post Cutover Support	24	\$ 4,080			24	\$ 4,080
T&M Services Total	907	\$ 102,300	177	\$ 34,720	1,084	\$ 137,020
Tools & Workshop Totals (Fixed Price)				\$ -		\$ -
Expenses Total				\$ 6,960		\$ 6,960
Project Total	907	\$ 102,300	177	\$ 41,680	1,084	\$ 143,980



Table 8: Labor Rates

Resource Type	Rate
Project Director	225
Project Manager	200
Tech Manager	200
Tech Lead	170
Upgrade Specialist	170
Installer	200
Global Lead	75
Global Consultant	50

All travel and project related expenses incurred by Ciber will be billed at Ciber's actual cost to Customer utilizing Ciber's standard travel and expense guidelines. Ciber will provide Lee's Summit detailed receipts of all travel related expenses. All billed hardware and software expenses will include a 5% administration fee.

Estimated travel costs are based on the following calculations and estimates:

Estimated Number of trips : 4	Estimated Value
Expenses per trip:	
Air	\$500
Hotel	\$600
Car	\$250
Per Diem	\$330
Misc. (Parking, taxi, fuel, etc)	\$60
<i>Total estimated per trip</i>	<i>\$1,740</i>
Grand Total Estimated Travel	\$6,950



Cancellation of Scheduled Activities

With respect to any activities under this SOW that have been scheduled, Customer will provide at least ten (10) days' advance written notice to cancel any such scheduled project activity that involves any Ciber team member. If a ten-day notification is not received, Customer will be invoiced for the costs equal to any unrecoverable expenses, such as travel cancellation fees, and 50% of the billable Services for each resource involved in the activity, for up to ten days per resource of Services that would have been provided if not canceled. This applies to both future scheduled activities and activities already in progress for this SOW. This applies only to cancellation of specific activities that are part of the overall Services under this SOW, and does not apply to cancellation or termination of substantial portions of, or all remaining, Services under this SOW. The provisions of the Agreement and any specific early termination provisions of this SOW govern cancellation or termination of this SOW in whole or in part, or all remaining activities hereunder.

Early Termination

Either party may terminate this SOW for convenience upon 60 days advance written notice.

In the event that the Services under this SOW are halted or cancelled before the Services are completed, Ciber will present an invoice to Customer for all hours worked that were not previously invoiced. Customer will pay Ciber for all undisputed fees resulting from Services performed, Work Product provided and expenses incurred through the date of termination, including charges for materials ordered by Ciber that cannot be returned for a full refund.

11. Commencement Date and Term

This SOW will be binding upon the parties effective as of the Effective Date stated in the Introduction.

Ciber shall provide the Services pursuant to this SOW commencing on <<Month>> <<Date>, 20xx. The Term of this SOW begins on the Effective Date continues through <<Month> <<Date>, 20xx, unless otherwise terminated in accordance with the Agreement or this SOW. The parties may agree to renew this SOW using the Change Process.



12. Approvals

IN WITNESS WHEREOF, the parties have executed this SOW on the date or dates indicated below.

BY:

BY:

Brian Beckman
Sr. Director, Service Delivery

<<Customer Representative Name>>

<<Customer Representative Title>>

Ciber, Inc.

<<Customer Name>>

Signature

Signature

Date

Date



Addendum 1 – Migrated Environment Data

The following is a list of items than can be migrated from the current 9.0.1 Production environment to the 10.0 environment. Ciber and Lee’s Summit will work together on the migration decisions.

Item	Description	Dev	Prod	Go Live
LDAP Group	LDAP Group information that determines the Groups tied to the User records.			
LDAP Custom Attributes	Custom Attributes on the user RM records.			
LDAP Users	LDAP User information is extracted from the Production LDAP and uploaded v10. This includes the RM data and the identity information.			
GEN user profiles	Users data stored in GEN database.			
Gen Data	This includes groups like Printer Group, User Groups, Distribution Groups, Job Queue Groups, Job Queues.			
Printers	Printer definitions as defined in Lawson (prtdef), not printers defined at the hardware / Windows OS			
Job Definitions	Job definitions for Batch Jobs where the parameter forms have changed between application release forms means the jobs will need to be redefined.			
Recurring Job Definitions	Recurring job definitions need to be skipped or loaded all stopped to prevent them from running immediately.			
Job History	Job history (stored in the GEN QUEUEDJOB table) provides users with a log of past jobs run in the Lawson job scheduler. This includes files stored in \$LAWDIR/system/joblog			
Reports	Historical Reports (as seen in Print Manager) can be manually copied from 9.0.1 to 10.0 and loaded into the 9.0.1 print manager. This includes files stored in \$LAWDIR/print. There may be issues with old reports in Smart Office or displaying in pdf format.			
Work files	The \$LAWDIR/<productline>/work directory can be migrated. Any tmp files will be deleted after migration.			
User Tokens	Custom tokens (defined in tokendef) to allow scripts to run in the jobscheduler can be migrated.			
Bookmarks	Custom Bookmarks stored in LOGAN database can be migrated to the new system.			
Design Studio Forms	Lawson Design Studio can be migrated. Will need to be evaluated for changes in 10.0.			
Portal Roles	Custom Portal roles can be migrated, but will need to be evaluated for changes in 10.0			
Custom User Data	User .xml files can copied to the new system to maintain some preferences (e.g. Portal Shortcuts). Requires Bookmarks to be migrated.			
ProcessFlow	Process Flows can be converted to IPA. The flows will need to be evaluated to ensure migration correct and no changed needed in 10.0. – May be done by installers			
Processflow Data	Processflow configuration data can be migrated to the LPA server. – May be done by installers.			
Lawson Security	Lawson Security Migration will include migrating the application profile, any custom security classes in the delivered profiles (ADM, ENV, GEN, LGN) can also be migrated. Any custom roles only in the delivered roles and any customizations to delivered security classes will need to be manually recreated in 10.0. Security should be evaluated for any new/changed forms in 10.0			



Addendum 2: Process Flows

Custom Process Flows					
Seq	Name	Nodes (excluding start & stop)	Level	Purpose	Responsible Party
1	AddAPAttachName	17	Intermediate	Updates the comments made on AP30.2 with the persons name instead of login id	Selected Vendor
2	CISLawCktoUtl	1	Basic	Updates a table in our Water Utility SQL database with refund check information from Lawson	City Staff
3	CISLawReftoLaw,	7	Basic	Queries out refund information from our Water Utility SQL database and write to a file used to interface with Lawson	City Staff
4	CISUtilReftoLawNU	6	Basic	Similar in scope to the record above for CISLawReftoLaw	City Staff
5	CISUtilReftoLawNUx	7	Basic	Similar in scope to the record above for CISLawReftoLawNU	City Staff
6	NTUserNames	10	Basic	Process Flow which populates the custom COLS_USERS table	City Staff
7	UpdateGL190	2	Basic	Updates the fields on the GL190 & GL146 forms for the recurring job definition for GL190 & GL146 (under Lawson id)	City Staff
8	UpdatePR295	1	Basic	Updates the start and end date fields on the PR295 form for the recurring job definition for PR295 (under Lawson id)	City Staff
9	UpdateAC190	1	Basic	Updates the Post Through Date field on the AC190 form for the recurring job definition for AC190 (under Lawson id)	City Staff
10	UpdateHR155	6	Basic	Updates the HistoryDate field on the HR155 form for the recurring job definition for HR155 (under Lawson id) and runs the HR155 job and sends emails.	City Staff
11	apinvapprovalT4	57	Complex	Accounts Payable Invoice approval process flow	Selected Vendor
12	jeapproval	46	Complex	Process flow for journal entry approval	Selected Vendor
13	overshipclrdT1	24	Intermediate	Auto-Releases receiver if the overshipment message has been cleared & notifies requester of release.	City Staff
14	poovershipT1	21	Intermediate	When over-receiving has occurred, notify requester, providing instructions to them on actions to take	City Staff
15	reqapprovalP1	1	as a set, complex	Requisition Approval (1 of 3) - Runs the transaction program ZQ10.1, which creates new workunits, and runs flow reqapprovalP2.xml	Selected Vendor
16	reqapprovalP2	37	as a set, complex	Requisition Approval (2 of 3) - Main requisition approval process	Selected Vendor
17	reqapprovalP3	9	as a set, complex	Requisition Approval (3 of 3) - Sends notification to other departments when their accounting unit(s) were used on a requisition on a line with a split distribution, which was approved by another department.	Selected Vendor

Ciber is responsible for migration from Process Flow to IPA. Ciber will address any issues for these process flows regarding the configuration. Customer is responsible for unit testing and system testing for all process flows. Any process flows not in this chart are Customer's responsibility



LEE'S SUMMIT
MISSOURI

Lawson V10 Upgrade

Statement of Work



Attachment 1 – Ciber’s RFP Response Document, dated 6/3/2016



FINAL Ciber
Response to Lee Surr



LEE'S SUMMIT
MISSOURI

Lawson V10 Upgrade

Statement of Work



Attachment 2 – Ciber’s Response to Questions from Lee’s Summit – Dated 6/24/2016



06 24 2016 - FINAL
Questions RE- Ciber F



Ciber Inc. Response to:

**The City of Lee's Summit, Missouri
RFP# 2016-124
Consulting Services - Lawson Upgrade**

Due June 3, 2016 - 3:00



This Proposal was Prepared for:

DeeDee Tschirhart

220 S.E. Green Street

Lee's Summit, Mo 64063

Telephone: 816.969.1087

Email: deedeetschirhart@cityofls.net

Presented in Confidence by:

Primary Contact:

Steve Brown, Client Partner

Telephone: 720.454-8429

Fax: 303. 220-7100

Email: SBrown@ciber.com

Ciber, Inc.

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Suite 600E

Greenwood Village, CO 80111

www.ciber.com



A. Title Signature Page

Ciber

Beth Dvoracek

Company Name

6312 S. Fiddler's Green Cr Suite 600E

Authorized Person (Print)

Beth Dvoracek

Address

Greenwood Village, CO 80111

Signature

Vice President, Infor Practice Leader

City/State/Zip

303-220-0100

Title

May 27, 2016

38-2046833

bdvoracek@ciber.com

Corporation

38-2046833

E-mail

Entity Type

Tax ID



B. Table of Contents

A.	TITLE-SIGNATURE PAGE	Page 2
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Page 4
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment A of proposal
E.	PROVIDER PROFILE: Appendix A	Pages 8-9
G.	EXPERIENCE/REFERENCES: Appendix B	Page 10- 14
H.	RESUMES OF KEY PERSONNEL: Appendix C	Page 15-23
I.	PROJECT APPROACH NARRATIVE: Appendix D (This form must be signed and dated)	Page 24-45
J.	COST DETAILS: Appendix E	Page 15-23
K.	TOTAL COST: Appendix F (This form must be signed and dated)	Page 47 narrative, Excel Attachment to electronic submission
L.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page 48-49
M.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page 50-51
	ATTACHMENTS: Attachment A: Addendum 1 to the RFP Attachment B: Sample Project Timeline Attachment C: Contract Language Considerations - Exceptions Attachment D: Ciber Master Service Agreement	Page 52-69



C. Letter of Transmittal

June 03, 2016

Dee Dee Tschirhart
City of Lee's Summit
220 S.E. Green Street
Lee's Summit, Mo 64063

Ms. Tschirhart:

Ciber is pleased to present this restructured proposal to upgrade the City of Lee's Summit Infor/Lawson platform from V9.0.1 to Version 10. We trust that you will find that the proposal meets or exceeds expectations, and clearly defines Ciber as the best option to perform this important work for the City.

Over the last several months, Ciber has had the opportunity to interact several times with Cathy Loveland, Cynthia Stacks and Steve Marsh. It is clear from those conversations that the City is faced with challenges related to both budget and resources. New projects (refreshed City website, document management implementation and others) have placed a strain on the City's resources. As evidenced by exploration of managed services options, the upgrade will need to be performed with minimal impact on City staff. The City will also be migrating BSI Tax Factory, MHC document management and IBM WebSphere. Ciber has significant experience with each of these applications as nearly 100% of our clients use them in conjunction with Infor. Ciber also has significant experience in migrating process flows and in providing City-required customization services (Smart Office, Design Studio, LBI crystal reports and workflows) that are a part of this project. Additionally, Ciber will be installing Ming.le foundation as part of this project.

The City is searching for a budget planning application. Should you desire, Ciber can assist with selection, implementation, and integration of many third party budgeting systems. Without an opportunity to perform a thorough discovery process, we recommend that the City consider Infor Public Sector d/EPM for the solution. We recommend that the City implement that solution as an addition/change to the current upgrade project. For budgetary purposes we have included an estimated price range for implementing/integrating Public Sector d/EPM. That will need to be refined once the application reaches Generally Available status as announced by Infor, and after an appropriate discovery process. Ciber is currently involved in beta test implementations for this application, and will be among the first service providers certified to implement d/EPM. Should the city select a different budgeting solution, Ciber will provide a proposal for integration of that solution into the Infor Lawson system.



Our proposal and associated pricing are based on our extensive experience with V10 upgrades combined with our understanding of the City's scenario and requirements. That understanding stems from our interaction with the City IT staff, the RFP document, the pre-proposal conference, and answers supplied by the City to questions regarding the project.

Ciber has long led the way with Infor/Lawson implementations and upgrades. Since 1995, our 1,200+ Infor/Lawson clients who have received nearly 3,000,000 hours of consulting services have been the strongest testament to the level of service and commitment provided by the Ciber consulting team. The table below shows our strength and experience regarding V10 upgrades.

Table 1. Completed Engagements Involving Infor/Lawson Upgrades

	Version		
	8.x to 10	9.0.0 to 10	9.0.1 to 10
# of Upgrades Completed	2	6	33
Platforms	Windows	Windows, Unix	Windows, Unix, iSeries
Databases	SQL Server	SQL Server, DB2, Oracle	SQL Server, DB2, Oracle
Project Durations (Range)	6 - 9 months	4 - 9 months	4 - 9 months
Project Duration (Average)	7 months	6 months	6 months

Why is Ciber the City's best choice as a partner for Lee's Summit Infor Lawson V10 upgrade? How does Ciber manage to consistently deliver the best value in the industry?

The answer to both questions is that Ciber brings important differentiators to this project that enables us to provide you with the deepest expertise, delivered with a focus on quality and consistency.

More upgrade experience than any other Infor partner. Ciber has serviced about 20% of all the Infor Lawson customers world-wide who are live on Version 10. In addition, we have another 50+ V10 upgrades in progress. The sheer volume of these successful engagements has allowed Ciber to fine tune the process, drive cost out of the equation and be prepared for any conceivable scenario that might exist at Lee's Summit. In 2014 and again in 2015, we were selected as the **Infor Alliance Partner of the Year** based on the volume and quality of projects completed (upgrades and implementations). If Lee's Summit wants the upgrade job done right, based on a deep well of experience, you want Ciber to do it.





Capacity and expertise. With more than 200 certified consultants dedicated to our Infor Practice (average Infor/Lawson experience: 12+ years), Ciber has the skilled, experienced personnel to execute the V10 Lawson upgrade project for Lee's Summit.

Ciber's representative regarding this proposal is:

Steve Brown, Client Partner.
sbrown@ciber.com.
720-454-8429

Any resulting contract will be signed by Beth Dvoracek, Vice President, and Ciber's Infor Practice. This proposal is valid until December 3, 2016.

Please feel free to contact me or Steve Brown with any questions regarding our proposal. Thank you for this opportunity to be of service to the city of Lee's Summit.

Sincerely,

Beth A. Dvoracek
Vice President, Infor Practice Leader
469-441-7127
BDvoracek@ciber.com



D. Addenda

The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.

Response

Addendum 1 is signed and included with this RFP response as Attachment A.



E – Provider Profile - RFP Appendix A

APPENDIX A – VENDOR PROFILE QUESTIONNAIRE

Each vendor shall complete the “Appendix A - Vendor Profile Questionnaire” template. If multiple firms or sub-contractors are being proposed, please complete a questionnaire for each firm / sub-contractor company as well.

Response

Question	Answer
Organization name and corporate location	Ciber, Inc. 6312 S. Fiddler's Green Cr. Suite 600E Greenwood Village, CO 80111
Role in proposed project	Execute the V10 upgrade as the implementing consulting firm. No subcontractors anticipated.
What is your organization's primary business?	IT consulting, including implementations and upgrades for multiple ERP systems.
Is your organization a subsidiary to a larger parent company? If so, Whom?	No
Length of time your organization (not parent) has been in business providing this software solution?	In business for 42 years. Implementing and upgrading Infor/Lawson systems for 22 years
Organization Ownership / Legal Form (For Corporation – State of Incorporation)	Incorporated in the State of Delaware
Licensed to do business in the state of Missouri? ***	Yes
Number of employees:	<u>U.S.Worldwide</u> 6,500
Member of INFOR Partner Network?	Yes. Infor Alliance Partner of the year 2014 and 2015
Number of years' experience Firm has with Lawson	22
Number of v.10x upgrades completed	41 completed. 58 in progress.
Experience with MHC Software	Approximately 80% of upgrades completed by Ciber have included MHC
Experience with BSI Tax Factory	Every Lawson payroll client upgraded by Ciber has included BSI.
Experience with Lawson Business Intelligence (LBI)	Every V10 upgrade executed by Ciber has included LBI
Experience with Lawson Budget and Planning and migration to d/EPM	We have extensive experience with LBP. Approximately 20% of the upgrades we have executed involve



Question	Answer
	LBP. As Public Sector d/EPM is not a released product, no consulting firms have migration experience. Ciber is currently involved in beta test scenarios for d/EPM and will be among the first firms trained and certified to implement this application.




G. Experience / References - RFP Appendix B

APPENDIX B - REFERENCES


Please list five (5) references, at least three (3) of which must be from cities where an upgrade from Infor Lawson v9.x to v10.x was completed and most closely reflect similar to the scope of work for the City of Lee's Summit, as described in this RFP. These references should be sites at which the project has been completed within the past 2 years.

Reference #1

Project Name & Location	City of High Point, NC	
Completion Date (Actual or Estimated)	July, 2015	
Project Owners Name & Address	Tom Spencer	
Project Owner's Contact Person, Title, Telephone number, and email address	Tom Spencer, ERP Director, (336) 883 3440, tom.spencer@highpointnc.gov	
Estimated Cost for Entire Project	100,000 (part of an ongoing managed services contract)	
Estimated Cost for Work Which Firm was/is Responsible	90,000	
Scope of Entire Project (Please give quantitative indications wherever possible)	Three suite upgrade from 9.x to 10.x	
Products (Modules, Software Components) and applicable quantity	S3 Fin; S3 Supply Chain; S3 HCM; Landmark; LMPROC Apps; LMFIN Apps; IPA; LBI	
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Project management, Technical management	
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	Ryan Korte	




Reference #2

Project Name & Location	Santee Cooper Power Company	
Completion Date (Actual or Estimated)	September 2015	
Project Owners Name & Address	Ed Bodie, P.O. Box 2946101, Moncks Corner, SC 29461-6101	
Project Owner's Contact Person, Title, Telephone number, and email address	Melanie Boidord, Application Director, (843) 761 8000 Ext: 4536, melanie.bodiford@santeecooper.com	
Estimated Cost for Entire Project	\$120,000	
Estimated Cost for Work Which Firm was/is Responsible	\$120,000	
Scope of Entire Project (Please give quantitative indications wherever possible)	Net new implementation of v10	
Products (Modules, Software Components) and applicable quantity	S3 Fin; S3 Supply Chain; S3 HCM; Landmark; LMPROC Apps; IPA; LBI	
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Project management, Technical management	
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	Charles Banatar	




Reference #3

Project Name & Location	DuPage County, IL 
Completion Date (Actual or Estimated)	January 2016
Project Owners Name & Address	Don Carlsen, 421 N County Farm Rd Wheaton, IL 60187
Project Owner's Contact Person, Title, Telephone number, and email address	Don Carlsen, CIO, (630) 407 5005, donald.carlsen@dupageco.org
Estimated Cost for Entire Project	\$3,000,000
Estimated Cost for Work Which Firm was/is Responsible	\$3,000,000
Scope of Entire Project (Please give quantitative indications wherever possible)	Net new 3 suite implementation
Products (Modules, Software Components) and applicable quantity	S3 Fin; S3 Supply Chain; S3 HCM; Landmark; LMPROC Apps; Talent Management; IPA; LBI
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Project, technical, and functional management and consulting
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	John Murrin




Reference #4

Project Name & Location	Northern Colorado Water Conservation District	
Completion Date (Actual or Estimated)	February 2013	
Project Owners Name & Address	Rene Millette, 220 Water Ave Berthoud, CO 80513-9245	
Project Owner's Contact Person, Title, Telephone number, and email address	Brian Perkins, Information Technology Manager, (970) 532 7700, bperkins@ncwcd.org	
Estimated Cost for Entire Project	\$2.0 M	
Estimated Cost for Work Which Firm was/is Responsible	\$2.0 M	
Scope of Entire Project (Please give quantitative indications wherever possible)	First net new implementation of v10	
Products (Modules, Software Components) and applicable quantity	S3 Fin; S3 Supply Chain; S3 HCM; Landmark; LMPROC Apps; IPA; LBI	
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Implementation	
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	Barry Obsgarten	



Reference #5

Project Name & Location	Wallace Coulter Foundation 
Completion Date (Actual or Estimated)	July 2014
Project Owners Name & Address	Greg Thornton, 790 NW 107th Ave, Suite 215 Miami, FL 33172-3158
Project Owner's Contact Person, Title, Telephone number, and email address	Parmalyn Jacob, Technical Manager, (305) 559 2991
Estimated Cost for Entire Project	\$225,000 hosting and managed services
Estimated Cost for Work Which Firm was/is Responsible	\$75,000 for the upgrade as part of services contract
Scope of Entire Project (Please give quantitative indications wherever possible)	Hosting and Managed Services
Products (Modules, Software Components) and applicable quantity	S3 Finance
Nature of Firm's / Provider's responsibility in project (Please give quantitative indications wherever possible)	Project and Technical management
Firm's / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:	Pat Gaston



H. Resumes of Key Personnel – RFP Appendix C

APPENDIX C – RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project. Copy table and include for each additional key personnel.

Response

Ciber employs approximately 200 individuals in our Infor practice – the largest number in the Infor Partner Network. Our Infor consultants average 12 years of Infor experience and 15 years of industry experience. Utilization of our consulting team is at a very high rate due to the number of new implementation projects and the mandatory Infor/Lawson v10 upgrade for all current Infor customers. Specific individuals are assigned to a project after the receipt of a signed Statement of Work. We anticipate no issues identifying and scheduling the correct resources for the Lee's Summit upgrade project and having them available to meet the stated timeline (Q3 project launch, project go-live by May, 2017). The following individuals are representative of the skill and experience of our resources. Ciber does not use subcontractors – all resources (on-shore and off-shore as well) are employed by Ciber.

Name and Title	Barry Obsgarten, Project Director
Project Assignment	Project Director
Years' Experience	With this firm <u>17</u> Other firms _____
Education Degree(s)/Year/Specialization	MBA
Other Experience & Qualifications relevant to the proposed project	<p>Certified Ciber Project Management Lawson Certifications: Environment Administration, IOS/Portal, Server Tech Upgrade, Process Flow, Extensions, v9 to v10 System Administration Differences</p> <p>Product Knowledge Lawson Technology Products: V10 upgrade, LSF10 and previous versions to 7.23, Portal, Lawson Applications (7.2x thru 10), Conversions and interfaces, Process Flow, Lawson Security Implementation</p> <p>Technical and Professional Skills Operating Systems: Windows, Microsoft IIS, SQL Server, Message Queue, Exchange Server, BizTalk Server, Linux Database Management Systems: SQL Server, Oracle Hardware: Windows Servers, IBM R/S 6000, Sun, HP, I Series</p> <p>Partial List of Project Experience</p>



Name and Title	Barry Obsgarten, Project Director
If subcontractor - describe experience working with Lead Firm	Target Corporation City of Waterbury Apache Corporation New York Blood Center Morgan, Lewis & Bockius, LLP WGBH Boston United Federation of Teachers Workers Compensation Board of Manitoba Northern Colorado Water Conservancy
Onshore or Offshore	Employed by Ciber Onshore

Name and Title	Max Kizziar, Project Manager
Project Assignment	Project Manager
Years' Experience	With this firm <u>15</u> Other firms _____
Education Degree(s)/Year/Specialization	MBA, concentration in MIS
Other Experience & Qualifications relevant to the proposed project	<p>PMI PMBOK Scrum Alliance Certified Scrum Master (CSM) Lawson Certifications: IOS/Portal, Server Tech Upgrade, Process Flow, Extensions, v9 to v10 System</p> <p>Product Knowledge Infor S3 Human Capital Management S3 Financials S3 Lawson Procurement/Supply Chain Infor S3 IDE, 4GL, CASE, database, COBOL</p> <p>Technical and Professional Skills Microsoft Office suite, including MS Project Programming: COBOL, SQL, C, PL/1, MS BI stack</p> <p>Partial List of Project Experience</p> <p>Schlumberger Oilfield Services Government of Tanzania Los Angeles County Dept. of Health Services Pharmaceutical Product Development</p>



Name and Title	Max Kizziar, Project Manager
If subcontractor - describe experience working with Lead Firm	Performance Food Group Butler International GMAC Energy Education Tekelec PHH Mortgage Aramark International JVS Financial Services Union Camp Flowserve Intelligrated Multi-chem Weiler Corporation
Onshore or Offshore	Onshore

Name and Title	Jennifer Zody, Technical manager
Project Assignment	Technical Manager
Years' Experience	With this firm <u>19</u> Other firms _____
Education Degree(s)/Year/Specialization	B.S. in Computer Science/Systems Analysis
Other Experience & Qualifications relevant to the proposed project	Lawson Certifications: LSF 10.0 and 9.0.1 installation/migration on both Unix and Windows Product Knowledge: Lawson Human Capital Management Suite: Human Resources, Payroll, Personnel Administration, Benefits Administration, Employee Self-Service, Time Accrual, BSI TaxFactory Lawson Financials Suite: Accounts Payable, General Ledger Lawson Procurement Suite: Purchase Order, Requisitions Lawson Technology Products: Design Studio Technical and Professional Skills ERP Systems: Lawson Operating Systems: Windows 2003/2008, UNIX



Name and Title	Jennifer Zody, Technical manager
If subcontractor - describe experience working with Lead Firm	<p>Database Management Systems: Oracle, Microsoft Access, Informix, SQL Server Languages: COBOL Hardware: HP/UX, AIX, Sun, PC 3rd Party Products: Business Software Inc., WebSphere, MicroFocus NetExpress/Server Express</p> <p>Partial List of Project Experience Publisher's Clearing House he Christ Hospital Northern Colorado Water Conservancy District Federal Home Loan Bank of New York Las Vegas Valley Water District Board of Pensions of the Presbyterian Church City of Waterbury Orange County Transportation Authority</p>
Onshore or Offshore	Onshore

Name and Title	Rob Flannery, Technical lead
Project Assignment	Technical Lead
Years' Experience	With this firm <u>5</u> Other firms <u>10</u>
Education Degree(s)/Year/Specialization	B.S. in Informatics
Other Experience & Qualifications relevant to the proposed project	<p>Product Knowledge Infor Lawson Human Capital Management: S3 and Talent Management Infor Lawson Financials Suite Infor Lawson Procurement Suite: S3 and Strategic Sourcing/Counteract Management</p> <p>Technology Products: LSF System Administration Lawson ProcessFlow Design Studio Landmark System</p> <p>Administration</p>



Name and Title	Rob Flannery, Technical lead
	<p>Infor Process Automation Landmark Security Landmark Configuration Console</p> <p>Technical and Professional Skills Operating Systems: UNIX, Windows Languages: COBOL, PHP, Perl, Javascript, XML, SQL, HTML, CSS</p> <p>Partial List of Project Experience Woodward, Inc. Le Duff America Denver Public Schools Wheaton Franciscan Healthcare Hurley Medical Center City of Columbus Froedtert Health Unity Health</p>
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Onshore

Name and Title	Stephen Daily, Upgrade Specialist
Project Assignment	Upgrade Specialist
Years' Experience	With this firm <u>20</u> Other firms _____
Education Degree(s)/Year/Specialization	B.S. in Computer Science and Agricultural Communications
Other Experience & Qualifications relevant to the proposed project	<p>Product Knowledge Lawson Human Resources Suite: Human Resources, Payroll, Personnel, Administration, Benefits Administration, Employee Self-Service, Time Accrual Lawson Financials Suite: Accounts Payable, General Ledger, Asset Management, Activity Management Lawson Procurement Suite: Purchase Order, Requisitions, Inventory</p>



Name and Title	Stephen Daily, Upgrade Specialist
	<p>Control, Requisitions Self-Service, Matching Lawson Technology Products: Process Flow, Design Studio</p> <p>Technical and Professional Skills ERP Systems: Lawson 6.0, 6.1, 7.0, 7.1, 7.2, 8.0, 8.1, 9.0, 10 Operating Systems: UNIX (HP/UX, AIX, Solaris), Windows 95/98/2000/XP/2008 Database Management Systems: Oracle, Informix, DB2, SQL Server Languages: C, C++, Java, COBOL, shell scripting Hardware: UNIX, PC's 3rd Party Products: Websphere, Apache HTTP Server</p> <p>Partial List of Project Experience Cone Health Publishers Clearing House America's First Credit Union Dillon Gage UCLA Medical Center CentraCare Health System International Mission Board Mayo Clinic</p>
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Onshore

Name and Title	Pradeep Raghava Reddy — Associate Consultant
Project Assignment	Global Upgrade Specialist
Years' Experience	With this firm <u> 3 </u> Other firms <u> 2 </u>
Education Degree(s)/Year/Specialization	Bachelor of Technology in Computer Science and Engineering



Name and Title	Pradeep Raghava Reddy — Associate Consultant
Other Experience & Qualifications relevant to the proposed project	<p>Product Knowledge Applications: Infor Lawson Human Capital Management: S3 Infor Lawson Financials Suite</p> <p>Technology Products: Lawson 4GL programming Infor Process Automation Lawson Process Flow Administrating Process flows in Landmark Core installs in Windows and Unix Application upgrades</p> <p>Technical and Professional Skills Operating Systems: UNIX and Windows Languages: Lawson 4GL, Java, SQL and HTML</p> <p>Partial List of Project Experience Career Builder Grant Thornton JFK Life Sciences Innovation McKinsey and Company Olathe Medical Center Penn State Hershey Reinhart Food Services Roanoke County The Children's Place The Metropolitan Opera University of Colorado Hospitals West Virginia</p>
If subcontractor - describe experience working with Lead Firm	Employed by Ciber
Onshore or Offshore	Offshore



<i>Name and Title</i>	Ganesh Ramachandran — Principal Consultant
<i>Project Assignment</i>	Global lead
<i>Years' Experience</i>	With this firm ___4___ Other firms_14_____
<i>Education Degree(s)/Year/Specialization</i>	Bachelor in Science: Computer Science
<i>Other Experience & Qualifications relevant to the proposed project</i>	<p>CERTIFICATIONS & TRAINING Certified LSFCT 9 installer on UNIX Oracle 8 Administration Attended Project Management Professional training through Knowledge woods</p> <p>Product Knowledge LSFCT & applications 8, 9 & 10.x MSCM BSI Tax Factory Design Studio LBI EMSS RQSS</p> <p>Technical and Professional Skills C, C++, Java Sybase, MSSQL, Oracle UNIX Shell script, PERL, Visual Basic, PL/SQL, Crystal Reports HTML, JavaScript, ASP, EJB, Servlets, IIS, IBM HTTP iPlanet, WebSphere Application Server, Tivoli Directory Server, ADAM Lawson 8, 9 & 10.x HP UX, Sun Solaris, IBM AIX, Windows</p> <p>Partial List of Project Experience Einstein Noah Center for Disability Services Greater Baltimore Medical Center Concordia Plan Services City of Nashua Methodist Medical Center</p>



<i>Name and Title</i>	Ganesh Ramachandran — Principal Consultant
<i>If subcontractor - describe experience working with Lead Firm</i>	Metro Health Brooklyn Public Library Sbarro Riverside Medical Physiocorp Associates Pulte Homes City of Arlington & Carrollton Oaklawn
<i>Onshore or Offshore</i>	Offshore



I – Project Approach Narrative – RFP Appendix D

APPENDIX D – PROJECT APPROACH NARRATIVE

Use space below to provide a detailed project narrative per RFP requirements:

This part of the Proposal shall contain a description of how the consultant intends to organize its approach to the project. The consultant shall relate how it perceives its role in carrying out the responsibilities required by this implementation

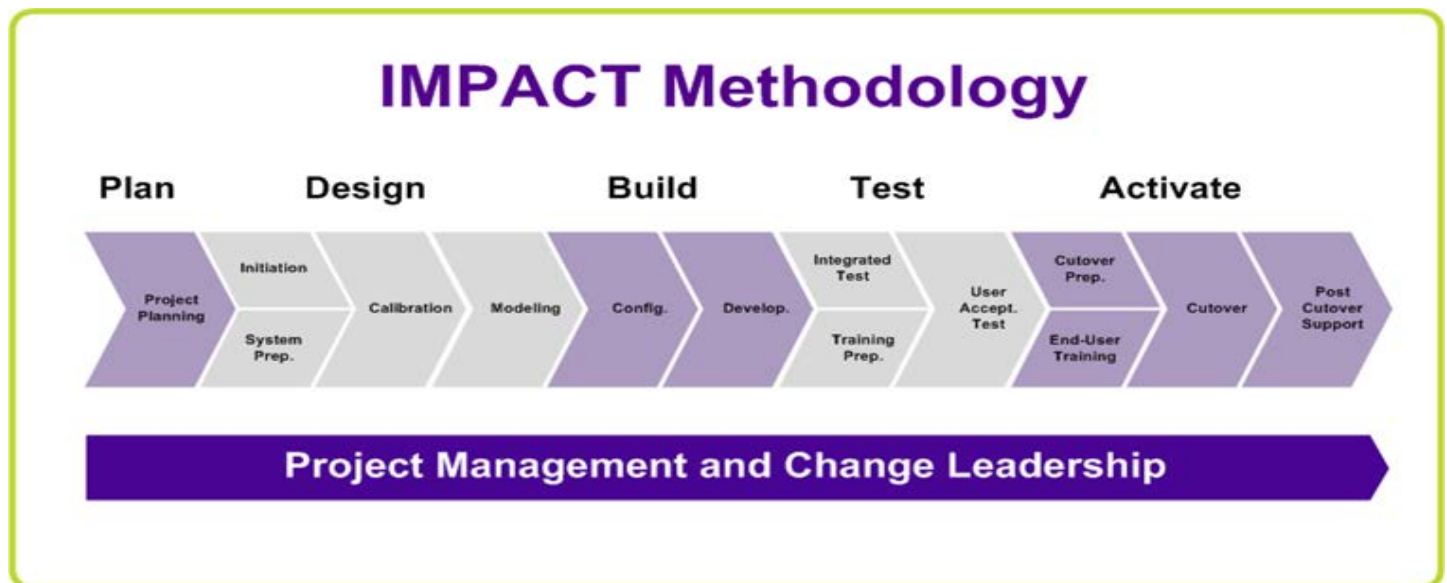
Response

Based on our extensive successful experience in executing Infor/Lawson V10 upgrades, Ciber expects to take a leadership role in assisting the City in making this important transition.

The following pages describe Ciber's proposed project methodology. The methodology is comprised of six key project phases and 16 key project sub-phases or activities.

Ciber's methodology will provide a work breakdown structure that contains information on every task that must be performed to successfully implement the Lawson V10 upgrade at Lee's Summit. Our methodology is comprised of six distinct stages or phases; (1) Project Planning and Management, (2) Solution Design, (3) Configuration & Development, (4) Testing & Quality Assurance, (5) Project Activation and (6) Ongoing Support.

Figure 1. IMPACT Methodology



Below is an overview of the phases of our methodology and a sample of a potential timeline for this project.

Project Planning and Management

Ciber will partner with the City and complete the on-premise Infor Lawson Upgrade. The first step of this process is the Project Planning Phase, which is critical to the success of this initiative. A project will end the way it begins – high quality planning solidifies high quality results from the initiative.



This phase involves defining roles and schedules, timelines, technical and functional requirements, known and anticipated risks, etc. At the end of Project Planning, the City and Ciber will agree to a project plan as well as the roles and responsibilities assigned to members of the project team.

We propose this upgrade project to span approximately six months. For the life of the project, we will provide Project Management support to compliment your upgrade team.

Solution Design

The Solution Design phase will be the foundation for the Lawson upgrade. Ciber and the City will identify modifications that need to be addressed, verify Lawson product compatibility and verify server requirements. We will then install the new Lawson environments and technology.

An initial test upgrade will be executed so that your end users and project team can begin exploring the version 10 environment.

Configuration and Development

Ciber has allocated 40 hours to guide the City regarding modifications, customizations, and interfaces to be addressed during Configuration and Development so they are compatible with the version 10 release.

Quality Assurance and Testing

Our plan includes three major testing cycles to occur during Integration, User Acceptance and go-live. We will work with the City to develop the Test Plan, and provide guidance on creating the test scripts. There are critical parallel testing scenarios that will be identified and built into the plan; for example, payroll cycles, month end processes, and employee updates. We must both be confident the system supports your business processes.

Also during this phase, a detailed cutover and contingency plan will be created and executed as part of the testing cycle.

Project Activation / Ongoing Support

Live Cutover will be a positive, confidence-boosting event. The City team members and users will know the system and will be ready for the benefits it provides. The live upgrade will be performed over a weekend and Ciber will guide you through data validation and final testing to verify the system is stable and ready for end users.

Ciber team members will be available to support Lee's Summit during and immediately after live cutover. After this initial period of support, we will be there should you need us, but we are confident your team will have the knowledge and skills necessary to support the system independent of Ciber. Our goal is to transfer ownership of the system to the City throughout the entire project effort. The following tables include key components of each phase of the implementation methodology. Associated with each phase is the planned responsibility of Lee's Summit and Ciber on which this response was based. Also noted are the deliverables that will emerge from each stage. As the implementation partner for the City, Ciber



will also provide guidance to the City on all City-owned activities, but the City is primarily responsible for the completion of these activities.

The Responsibility Matrix on the following pages outlines the Objectives and Responsibilities of both Ciber and Lee Summit during the different parts of the project.

Responsibility Matrix – V10 On-Premise Implementation for the City of Lee's Summit

Project Planning and Management

Project Planning		
Objectives	<ul style="list-style-type: none"> Define scope, goals, roles, tasks, and timing Align project plans and outcomes with project objectives Address Key Performance Indicators (KPI) and include in the plan 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> Conduct Project Initiation Call Create project schedule based on agreed upon dates and deliverables Define major milestones and timelines based on requirements and client availability Assign required consulting resources to the project Configure PMRx Project Portal for access by all team members 	<ul style="list-style-type: none"> Project Initiation Project Schedule PMRx Project Portal
Lee's Summit	<ul style="list-style-type: none"> Attend required planning sessions, including both project management, functional and technical resources Provide input for Lee Summit resource and staff availability, including significant conflicts with other initiatives and projects. Schedule and Conduct formal Project Kick-off meeting Establish and assign full Project Team and agree on respective roles 	<ul style="list-style-type: none"> Project Kick-off Meeting

Project Management		
Objectives	<ul style="list-style-type: none"> Manage the Project through all phases Execute the Project Plan and Schedule Align project results to meet stated business objectives of the client. 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> Monitor and control project scope and progress against milestones Manage all Ciber Project Team resources Identify bottlenecks and work to resolve Attend Status Meetings 	<ul style="list-style-type: none"> Budget vs. Actual Reports Status Reports Decision documents as needed Risk abatement plans as needed



Project Management		
Objectives	<ul style="list-style-type: none"> • Manage the Project through all phases • Execute the Project Plan and Schedule • Align project results to meet stated business objectives of the client. 	
Lee's Summit	<ul style="list-style-type: none"> • Monitor and update project schedule • Monitor and control project scope and progress against milestones • Manage all Lee Summit Project Team resources • Identify bottlenecks and work to resolve • Schedule and lead Status meetings • Schedule and lead steering meetings • Manage any 3rd Party relationships and issues 	<ul style="list-style-type: none"> • Project Schedule Updates • Status Meeting Agendas • Status Meeting Minutes • Steering Meeting Agendas, Minutes, and Committee Updates • Issue/Risk Tracking Logs • Lee Summit Team and Overall Project Status Reports

Solution Design

System Preparation and Install Change Management		
Objectives	<ul style="list-style-type: none"> • Provide a fully operational system • Provide system support throughout the project 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> • Provide a pre-install checklist for new hardware and/or software install requirements • Install Lawson software 	<ul style="list-style-type: none"> • Software Installation • Software Installation Documentation
Lee's Summit	<ul style="list-style-type: none"> • Procure, install and configure hardware including network and desktop hardware. • Provide any Database installs, updates, configuration or support • Install any Lee Summit PC updates required such as browser updates or desktop software. • Setup core project team users with access to the system and configure security 	<ul style="list-style-type: none"> • Installed and Operational Database • Operational System

Business Process and Technical Analysis		
Objectives	<ul style="list-style-type: none"> • Integrate functional team with consultants • Verify business process list • Conduct Structure Workshops • Begin to gather reporting requirements 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> • Determine initial application data load strategies 	<ul style="list-style-type: none"> • No Deliverables
Lee's Summit	<ul style="list-style-type: none"> • Identify technical development impact of upgrade • Conduct Technical requirements interviews 	<ul style="list-style-type: none"> • Business and Technical Requirements • Current state documentation

Project Team Education		
Objectives	<ul style="list-style-type: none"> • Conduct knowledge transfer to the Project Team to provide understanding of the potential of the new system • Enable the Project Team to navigate through the enhancements 	
	Activities	Deliverables



Project Team Education		
Objectives	<ul style="list-style-type: none"> Conduct knowledge transfer to the Project Team to provide understanding of the potential of the new system Enable the Project Team to navigate through the enhancements 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> Deliver project team education as defined in Ciber scope estimate detail 	<ul style="list-style-type: none"> Ming.le Differences
Lee's Summit	<ul style="list-style-type: none"> Attend functional Project Team Education prior to System Modeling and Design activities Attend security and admin Project Team training prior to System Modeling and Design activities Review version differences documentation from Lawson Software 	<ul style="list-style-type: none"> Project Team Education Classes

System Modeling and Design and Conference Room Pilot (CRP)		
Objectives	<ul style="list-style-type: none"> Establish new settings and processes and document decisions reached for future-state use Provide documentation of relevant processes Identify all interfaces, conversions and enhancements required 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> Execute the Initial Application Upgrade Execute the Initial Environment data upgrade and migration Document the upgrade configuration 	<ul style="list-style-type: none"> Upgraded Application Data Migrated Environment Data Upgrade Configuration Documentation
Lee's Summit	<ul style="list-style-type: none"> Review the initial upgrade and new version of the software Initiate script development for Testing Phase 	<ul style="list-style-type: none"> No Deliverables

Configuration and Development

System Configuration, Setup and Support		
Objectives	<ul style="list-style-type: none"> Finalize Security Design Establish application and environment readiness for development, testing, and activation 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> No Activities 	<ul style="list-style-type: none"> No Deliverables
Lee's Summit	<ul style="list-style-type: none"> Validate hardware Complete security configuration Manual data setup of user accounts, environment configuration parameters as well as any application data not being converted using developed programs or Add-Ins Configure Ming.le bookmarks, settings and personalization 	<ul style="list-style-type: none"> Fully configured application Fully configured security

Technical Development		
Objectives	<ul style="list-style-type: none"> Provide technical solutions for interfaces, conversions, automations, reports, and other technical enhancements 	
	Activities	Deliverables
Ciber	<p><i>For all development items within Ciber's scope per cost estimate detail.</i></p> <ul style="list-style-type: none"> Create Designs required for technical development Develop and Unit test ProcessFlows, Interfaces, Design Studio, other enhancements, and reports 	<p><i>For all development items within Ciber's scope per estimate detail.</i></p> <ul style="list-style-type: none"> Designs for Technical Development Unit Tested Custom Development



Technical Development		
Objectives	<ul style="list-style-type: none"> Provide technical solutions for interfaces, conversions, automations, reports, and other technical enhancements 	
	Activities	Deliverables
Lee's Summit	<p><i>For all development items not included within Ciber scope per estimate detail.</i></p> <ul style="list-style-type: none"> Create Designs required for technical development Develop and Unit test ProcessFlows, Interfaces, Design Studio, other enhancements, and reports 	<p><i>For all development items not within Ciber scope per estimate detail.</i></p> <ul style="list-style-type: none"> Designs for Technical Development Unit Tested Custom Development

End-User Documentation		
Objectives	<ul style="list-style-type: none"> Create documentation of processes at end-user level Establish materials for end-user training 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> No Activities 	<ul style="list-style-type: none"> No Deliverables
Lee's Summit	<ul style="list-style-type: none"> Create training materials based on system design and configuration documentation Document all non-Lawson processes, policies, and procedures as required. Create final end-user training plan 	<ul style="list-style-type: none"> End User Process Documentation Courseware for each class End-user Training Plan

Testing and Quality Assurance

Integrated Test		
Objectives	<ul style="list-style-type: none"> Validate system modules function together as designed Check data integrity under known situations 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> Perform integrated test application data load Participate in application testing cycles Resolve Ciber assigned issues 	<ul style="list-style-type: none"> Test Application Data Load Draft Cutover Plan
Lee's Summit	<ul style="list-style-type: none"> Test and verify application data load Prepare system for integrated test Test and verify security setup Create test scripts Execute Integrated Test scripts Resolve Lee Summit assigned issues Document issues and resolutions 	<ul style="list-style-type: none"> Configured application, environment and security Application Test Plan Security Test Plan Test scripts Executed test scripts Issue Log with resolutions

User Acceptance Test		
Objectives	<ul style="list-style-type: none"> Validate system functionality meets documented end-user requirements 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> Perform user acceptance test application data load Participate in application testing cycles Resolve Ciber assigned issues 	<ul style="list-style-type: none"> Test Application Data Load Draft Cutover Plan



User Acceptance Test		
Objectives	<ul style="list-style-type: none"> Validate system functionality meets documented end-user requirements 	
	Activities	Deliverables
Lee's Summit	<ul style="list-style-type: none"> Test and verify application data load Prepare system for user acceptance test Test and verify security setup Create and execute User Acceptance Test scripts Resolve Lee Summit assigned issues Document issues and resolutions 	<ul style="list-style-type: none"> Configured application, environment and security Application Test Plan Security Test Plan Test scripts Executed test scripts Issue Log with resolutions

Detailed Cutover Planning		
Objectives	<ul style="list-style-type: none"> Document and plan the transition to new system Anticipate and minimize risks 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> Identify Cutover Plan and Schedule Identify contingency plans Document cutover and contingency plans. Perform Readiness Assessment 	<ul style="list-style-type: none"> Cutover and Contingency Plan Readiness Assessment
Lee's Summit	<ul style="list-style-type: none"> Participate in Cutover, Contingency and Readiness Assessment meetings Review and approve Readiness Assessment and Cutover and Contingency Plan 	<ul style="list-style-type: none"> Cutover and Contingency Plan Approval Readiness Assessment Approval

Project Activation

End-User Training		
Objectives	<ul style="list-style-type: none"> Educate end-users how to use and can benefit from the system Educate administrators in system maintenance 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> No Responsibilities 	<ul style="list-style-type: none"> No Deliverables
Lee's Summit	<ul style="list-style-type: none"> Provide training for all users and administrators 	<ul style="list-style-type: none"> End User Training

Live Production Cutover		
Objectives	<ul style="list-style-type: none"> Bring the system into operation 	
	Activities	Deliverables
Ciber	<ul style="list-style-type: none"> Perform production application data load Provide consulting support 	<ul style="list-style-type: none"> Production Application Data Load
Lee's Summit	<ul style="list-style-type: none"> Perform final verification of proper application, security and environment setup according to cutover plan Perform data validation Utilize live system 	<ul style="list-style-type: none"> Verified application, security and environment setup Validated data Integrated system with daily business functions operational

Post Cutover Support		
Objectives	<ul style="list-style-type: none"> Resolve critical system issues quickly with minimal business interruption 	
	Activities	Deliverables



Post Cutover Support		
Objectives	<ul style="list-style-type: none"> Resolve critical system issues quickly with minimal business interruption 	
Activities		Deliverables
Ciber	<ul style="list-style-type: none"> Provide functional application and environment support for up to one month beyond the live date or through the first month end close. Lee Summit/Ciber to jointly determine when and how to utilize the hours allocated in this estimate within this timeframe. Resolution of all Ciber assigned issues occurring within the warranty period agreed to in the contract 	<ul style="list-style-type: none"> Post cutover support
Lee's Summit	<ul style="list-style-type: none"> Acts as primary contact for internal support requests and issues Coordinate with Lawson Software for support as provided for in the Lee Summit / Lawson Software maintenance contract 	<ul style="list-style-type: none"> Internal support

General Maintenance and Ongoing Support		
General Maintenance and Ongoing Support		
Objectives	<ul style="list-style-type: none"> Support issues and respond to questions during key business hours Support identified power users, administrators, analysts, and programmers Assist with regular system maintenance Support enhancements, custom code, and interfaces 	
Activities		Deliverables
Ciber	<ul style="list-style-type: none"> No Responsibilities 	<ul style="list-style-type: none"> No Deliverables
Lee's Summit	<ul style="list-style-type: none"> Respond to requests for system support in a timely manner Identify and correct and difficulties with system usage Support patch application Support Lawson Database, System, Security, and Environment Provide problem tracking and escalation Regular Preventative Maintenance 	<ul style="list-style-type: none"> Support call tracking and status report

The consultant shall relate opportunities it foresees for this project.

Response

The V10 upgrade presents a number of opportunities for the City to make improvements. The new Ming.le interface acts as a comprehensive platform for social collaboration, business process improvement, and contextual analytics. The City will have the most innovative social collaboration technologies translated into a business environment and fully integrated across business processes.

The timing of the upgrade is such that, should the city wish to do so, it is a perfect opportunity to consider a transition to a Managed Services scenario. Many Cities have realized the benefits of improved support, faster issue response times, reduced impact on staff and predictable budgets by having Ciber manage the day to day care and feeding of the Lawson Platform.



The consultant shall also provide examples of challenges encountered on similar engagements and discuss their approach in handling some of the specific challenges.

Response

Ciber is fortunate to have executed a significant number of upgrades for Infor/Lawson clients for 20+ years. More recently, we have performed more V10 upgrades than any other Infor/Lawson partner, by a wide margin. This experience, combined with our proven project management methodology, provides an extremely high probability of success for this project at Lee's Summit.. While it is difficult to envision a scenario that we have not encountered and successfully managed, the IMPACT methodology, project plan and SOW all make specific provisions for careful planning, frequent updates and issue resolution.

As is the case in any project, there are certain risks and challenges to manage and mitigate. The following chart details those items as they apply to this project for Lee's Summit.

Risk Event	Potential Impact	Mitigation Strategy
New Landmark Technology	Differences can impact the ability to resolve issues and can extend the duration of technical development.	Ciber's Landmark IPA workshops for admins and developers to prepare the Lee's Summit IT staff for this transition.
Application Functionality	Product knowledge is critical to prepare the Lee's Summit team for system test. Lack of trained resources will impact the quality of the system testing.	Identify areas of weakness in product knowledge that currently exist, and areas where Lee's Summit would like to take further advantage of existing Lawson functionality. Ciber is certified to deliver any application training needed at Lee's Summit, and it is delivered by the project team consultants.
Issue management	Inefficient handling of issues can impact the project quality, budget, and duration.	Ciber utilizes a centralized PMRx SharePoint site that allows us to create a central collaboration point for project issues and deliverables. Lee's Summit will be provided full user access to this secured, hosted site at no additional cost. The project team's communication plan will be revisited frequently to ensure the team is communicating effectively.
Lee's Summit SME user availability and competing projects	If key resources are not available to execute system tests and resolve issues, the duration of the project and the quality of the test will be impacted. Competing Lee's Summit initiatives will also impact the duration of the project.	SME involvement in project planning will allow the team to create a project schedule that the team can commit too. Accounting for additional responsibilities and utilizing Ciber's experience with similar projects will allow the team to create a schedule that works for everyone.
Ming.le User Interface Change	Some Ciber customers have difficulty adjusting from Portal	Ciber offers a Ming.le Overview workshop which is delivered remotely. Lee's Summit



Risk Event	Potential Impact	Mitigation Strategy
	to Ming.le. This can impact the quality and timeline of the project.	can take advantage of this and record the session to help with the transition to Infor Ming.le.
Project Scope expansion	If the project scope is not clearly understood and communicated to the project team, the project budget and timeline can be impacted.	Ciber works during the project planning session to make sure project leadership understands the project scope, and that it is communicated effectively to team members.
Executive sponsorship	Project quality, scope, budget, and timeline.	The lack of involved executive sponsors from Ciber's customer can impact the project in many ways. Ciber works to partner with our customer to make sure this important part of the communication plan is in place.

- Detailed listing of all items in scope and all items out of scope

Response

The tables on the following pages are considered in-scope for this project:



Application Upgrade	
Task	Notes
DESIGN	
Technical Analysis	
Application Upgrade Strategy	None. Standard upgrade process will be used.
Custom Development Upgrade Analysis	Client responsible reviewing impact of application upgrade on all custom development, including interfaces, reports, flows, etc.
Project Team Training	None
Business Process Design & Modeling	
Upgrade Setup and Oversight	Create Source productline, install and update upgrade software, review overall process with client.
Initial Upgraded Application Data	Execute initial upgrade of application and environment data through completion for review prior to testing. Establishes data upgrade timing baseline as well as identification of data integrity issues to be resolved. Also provides data for modification and other technical migrations.
BUILD	
	None. Standard upgrade process will be used.
Modification Migration	<i>see Technical Development Detail below</i>
TEST	
Integrated Test	
Integrated Test Upgrade Execution	Re-execute application and environment upgrade for testing cycle
Integrated Test Issue Resolution	Ciber will provide remote issue resolution support. Client to execute all testing.
User Acceptance Test	
User Test Upgrade Execution	Re-execute application and environment upgrade for testing cycle
User Test Issue Resolution	Ciber will provide remote issue resolution support. Client to execute all testing.
Detailed Cutover Planning	Input into overall cutover and contingency plan
ACTIVATE	
Live Production Cutover	Support for upgrade execution, cutover and reconciliation
Live Production Cutover - Remote	Remote support for upgrade execution, cutover and reconciliation
Post Cutover Support	Post cutover support



Technical Development	
Interfaces/Integrations	Ciber to retrofit interfaces and integrations
Modifications/Custom Dev/Custom Config	Ciber to retrofit customizations and modifications
Process Flows	Ciber to retrofit process flows
Smart Office Customizations	Ciber to retrofit Smart Office Customizations
LBI	Ciber to migrate LBI reports/dashboards
Files	Ciber to retrofit files

Installations	
Item	Environments
Windows LSF10	2
Ming.le	2
LBI	2
Smart Office	2
BSI	2
Core Landmark Installation with Federation	2
Procurement Punchout	2
Infor Process Automation	2
Enterprise Search	2
EDI Installations	2

All other activities not specified in this response are considered out of scope. Once selected as vendor of choice, Ciber and Lee's Summit will execute a Statement of Work.

- Detailed listing of Deliverables

Response

Deliverables are defined and noted by project stage in the **Responsibilities Matrix beginning on page 26 above.**

- Detailed listing of Project Assumptions

Response

Ciber assumes that Lee's Summit will have completed all pre-requisites that are needed for the upgrade to be successful. We assume that Lee's Summit will install the operating system and all databases. We also assume that Lee's Summit project team members will be available per the collaboratively developed project plan.



- Project Staffing and Organization including Roles and responsibilities of consultant and City

Response

We have provided an organization chart below, and the roles and responsibilities for Lee's Summit and Ciber are defined and noted by project stage in the **Responsibilities Matrix beginning on page 26**.

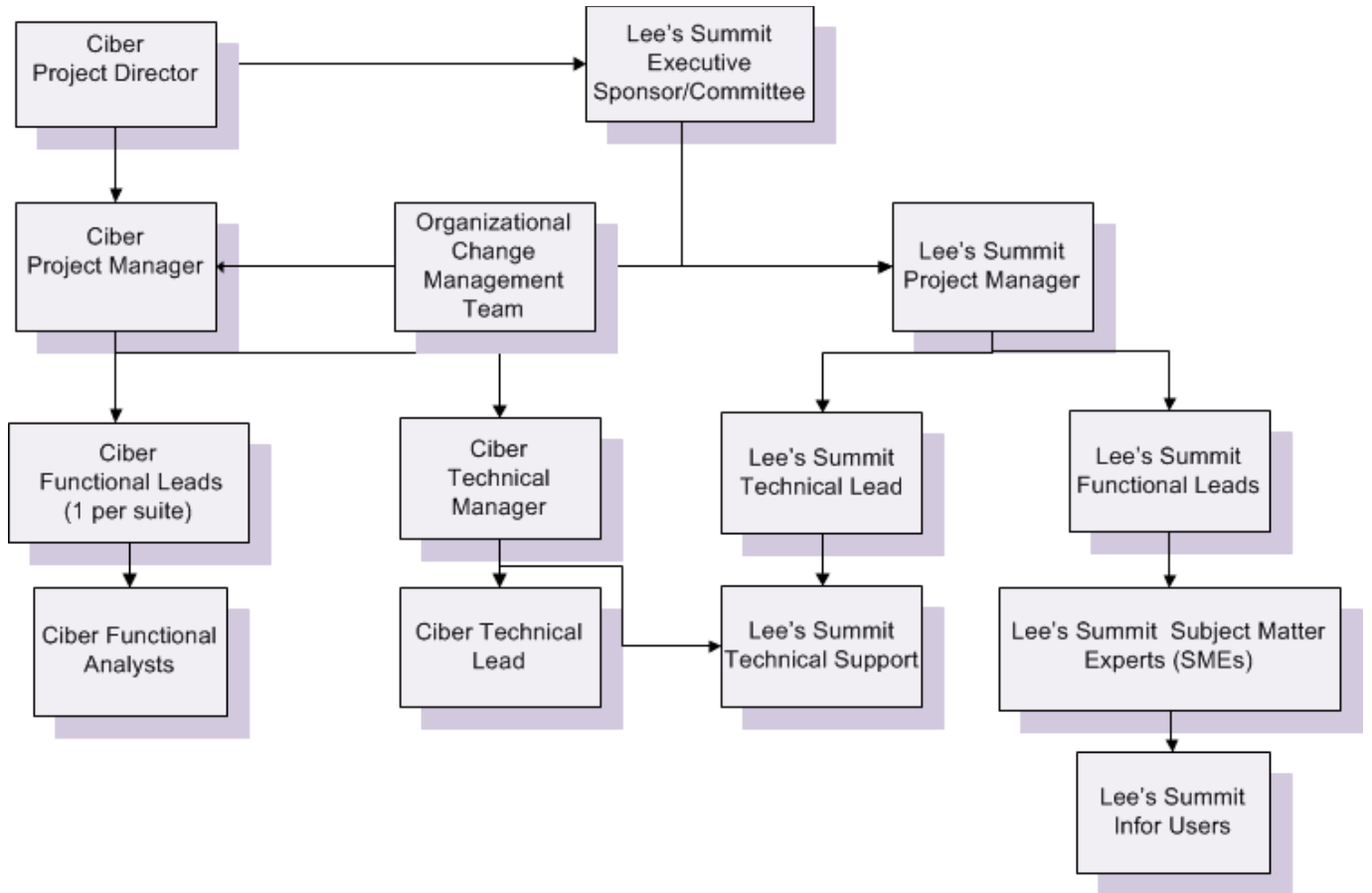


Figure 2 - Lee Summit Project Team

- Project schedule - The consultant is requested to provide details of its methodology and implementation strategy along with a schedule for the performance of the tasks identified in Part I, Scope of Services, of this RFP

Response

Project and Implementation strategy are addressed in this proposal **starting on page 24**. The initial **project timeline is included as Attachment B**. This timeline will be updated as a part of the collaborative work to be done during the project planning phase.



- Training plan approach - The consultant is requested to provide details how staff will be trained. Staff will entail system administrators, power users / subject matter experts and end users. Please state whether the training is performed live, via web conference, video conference or audio conference. Please state what training materials are provided (Infor created, custom created, video recording of training, custom created training manuals specific to the installation performed, etc.).

Response

Ciber includes knowledge transfer within each step of our methodology. Whether during the installation, as we're assisting with data conversions, throughout user acceptance testing, or while the City is going through integrated testing and go-live, Ciber's team will be side by side with the City's team to provide the necessary knowledge transfer so the City can support the v10 solution going forward. As this is primarily a technology upgrade, the applications are largely unaffected by this upgrade. As a result, end-user training and changes to your existing training materials will be minimal. One important exception to this structure involves Ming.le. Ciber will deliver remote-access training for up to eight Lee's Summit team members to familiarize them with this new user interface.

- Project Documentation - The consultant is requested to provide details on project documentation provided to clients. Please discuss what is included, what information is documented and how (screen shots, step by step implementation instructions, etc.). A relevant sample of a portion of that documentation is highly recommended.

Response

Project documentation is identified in the **Project Communication section beginning on page 41**. A sample project status report is also included on the following pages.



Sample Ciber Project Status Report

CLIENT CONFIDENTIAL
Upgrade & GL Restructure Project
Project Status Report



PROJECT STATUS REPORT

Delivered on 8/27/2015

Previous Week's Accomplishments:

- **Upgrade**
 - Doreen completed the migration of 51 ProcessFlows to IPA. It is likely that additional configuration changes will need to be made to the ProcessFlows in v10 during unit testing/integrated test due to changes in Infor Process Automation. Doreen supplied instructions to Hayam regarding next steps.
 - All print directories have been migrated to the v10 system.
 - Ciber and Infor came to an agreement on the process to load batch users (**Issue #3- User Load**), and Doreen submitted an IXS request to complete this task.
- **GL Restructure**
 - Neal delivered the next steps for the GL restructure to Mike. This included a significant increase in project scope that would impact the project schedule and budget. Mike has set up a meeting to discuss this with Neal and Ciber Finance SMEs and determine what options we have before presenting the plan.
- **Security**
 - Brad Foltz working on security load/configuration with Israel Denis.
- **Project Management**
 - Mike worked with Israel to clarify work performed on the security design task.
 - Mike updated the project budget report to include line-item detail for Hayam.

Goals for This Week:

- **Upgrade**
 - Doreen will complete the identity migration for lserv after Infor has added users to their domain (**Issue #3: User load**).
- **GL Restructure**
 - Neal will continue the design process.
 - The team will update the project schedule to provide more task detail for this project.
- **Security**
 - Complete security matrix load, including standard EMSS security roles.
- **Project Management**
 - Project management deliverables as expected.

Key Decisions Made:

- Nothing this week.



**CLIENT CONFIDENTIAL
Upgrade & GL Restructure Project
Project Status Report**



Active Issues:

#	Issue	Description	Severity	Assigned To	Notes
3	User load	Process to load users and migrate environment data has been delayed.	1-High	Doreen Raia, Wayne Seibelt	8/26: Ciber and Infor agreed to method for creation of batch users, and Doreen submitted a ticket to complete this task.
5	ADFS?	Is AFS planning on using ADFS?	2-High	Hayam Rostom	This question needs to be answered before other issues can be resolved. If the answer is "yes", Wayne needs to be notified so work can be planned. 8/24: Wayne provided necessary info to Hayam for review.
1	GL Restructure Plan	Need to solidify a detailed task list for GL restructure. Current plan is very high level.	2-Med	Neal Kirkland	8/24: Neal delivered plan, which is being reviewed by Ciber resource. The team needs to determine if projected scope impact can be avoided.
2	Beginning Balances	Obtaining beginning balances for 1,765 accounts is a challenge.	2-Med	Talieta Lawson	Is assistance needed for this task? Will this impact the project schedule?
4	Database access	Hayam seeking clarification on database access in the new system. How is DBA access requested.	3-Low	Hayam Rostom	Infor needs more details on this request (what tables, read/write access, etc.). Wayne provided Infor policies and procedures on data access. Hayam to review and enter a request. Answer to ADFS question (Issue 5) needed first.

Comments/Concerns:

- The team has not yet committed resources for cutover dates.
- The GL restructure task list currently appears that it will impact the project schedule. Neal is meeting Thursday evening with the Ciber team to discuss this.

Consultant Schedule (Tentative):

Team Member	Week of 8/24	Week of 8/31	Week of 9/7 (Labor Day)	Week of 9/14 (Labor Day)
Denis, Israel	Upload Security	Security Config		
Foltz, Bradley	Upload Security			
LaCosse, Mike	PM	PM	PM	PM
Le, Thanh				
Raia, Doreen	Env Migration			
Kirkland, Neal	Requirements, onsite TBD	Design, onsite TBD	Design, CRP Prep, onsite TBD	CRP- TBD

- Planned onsite time is tentative
- Integrated Test Upgrade currently scheduled for week of 10/12



- Project Change Control plan

Response

Project changes are expected to be minimal or non-existent (with the exception of d/EPM). This is accomplished through thorough, careful, collaborative project planning at the beginning of the project. However, in the event that changes to the project are required, Ciber will utilize the following process, excerpted from our standard Statement of Work.

Change Request Process

1. Either party may notify the other of requested changes by completing a “**Change Order**” (“**CO**”) form which provides justification for the change and the proposed impact to the scope, schedule, and cost.
2. If Lee’s Summit has initiated the CO, Ciber will respond to the CO with the impact to the scope, schedule and cost, also referred to as a CO in this process.
3. The Lee’s Summit approver will approve or reject the requested Change Order within three (3) business days from the receipt of the CO form.
4. If the Lee’s Summit approver does not approve or reject the requested Change Order within three (3) business days from the receipt of the CO form and does not communicate a reasonable timeframe in which a decision will be made, the requested Change Order will be considered deferred:
 - a. The CO status will be logged, tracked and managed as a ‘deferred’ request.
 - b. Services will progress without incorporating the requested change into the work plan.
 - c. Where an approval or rejection decision is necessary for the Services under this SOW to progress, Ciber and Lee’s Summit will use the Issues Management process above.
5. For COs outside the stated project scope, Lee’s Summit will authorize budget allowance and payment, on a time and materials basis, for Ciber to perform the initial analysis of a requested change.
6. Ciber shall coordinate any changes in hardware, network, software, configuration, or Services with Lee’s Summit. Lee’s Summit may defer the change based on impact to business operations.
7. Ciber and Lee’s Summit shall work in good faith to resolve disputes regarding the In-Scope or Out-of-Scope classification of work, using the Issues Management process above.

Change Order Approvals

The following persons are responsible for obtaining signature approval of Change Orders for the engagement:

Lee’s Summit Name: _____

Ciber Name: Brian Beckman

Lee’s Summit Role: _____

Ciber Role: Sr. Director, Delivery



- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere

Response

While each project has its own personality and characteristics, the V10 Upgrade has been performed many times over a wide spectrum of clients, including public sector entities. As such, the project characteristics from client to client are far more similar than they are different. The **chart on page 34** identifies potential project issues for Lee's Summit and strategies to mitigate. Beyond that, the implementation of Public Sector d/EPM is a unique feature for Lee's Summit. Given that the application has not yet reached Generally Available status, this project will likely experience some level of change once Ciber has been fully certified to execute the implementation.

- Proposed communication process

Response

Project Communication Overview

Ciber understands that the key to an on-time, on-budget project is a well-designed and expertly executed communication strategy. Lee's Summit will have access to a customized Project Management site in order to facilitate and manage project communication.



The PMRx Project Site is Ciber's web-based project control and project repository workspace. It is designed to facilitate effective communication among Ciber project team members, Lee's Summit project team members and other stakeholders and promote information sharing among all project stakeholders. PMRx project sites are structured to support Ciber's project management and delivery methodologies. A site will be tailored for the Lee's Summit V10 upgrade project to accommodate the particular needs of the engagement, the project team, and the project's work products. Best practices, tools, and templates are all linked to the PMRx project site for easy access. Facilities such as document repositories, project logs, and discussion boards enable the project site to be a complete representation of all of the project's work efforts.

PMRx Features

Automated Email Notification

Each list, library, and log has a fully automated email notification capability that alerts team members as project information is published or altered. This reduces the burden of manually having to notify other team members that changes in the project have occurred.

Threaded Discussions

PMRx improves communication between team members and helps eliminate communication gaps that exist within teams and in correspondence with external suppliers (i.e. MHC and BSI). The project site provides the facility to hold threaded discussions. Team members can post their topics and queries for other project members to respond to. This feature is especially useful when distributed delivery teams are supporting an engagement. Threaded discussions associated with specific project issues can occur



across multiple time zones making available to every interested party all the relevant thoughts on an issue without sending dozens of emails around the world.

Document Sharing

The project site is specifically designed to provide a simple means to upload files and documents related to a project. The Document Library presents all the project-related files and documents that team members have posted and maintains them in an easily accessible and searchable repository. The Document Libraries on a PMRx site maintain version history of each document that is uploaded or created.

Control Logs

Project risk, issues, changes and other control logs are a standard subset of each PMRx project site. In accordance with best practices of project management, the logs are designed to be used to monitor and control these elements of a project and provide insight into how each risk, issue, or change request is being addressed.

Information Views

PMRx provides the ability for team members to customize views of the information contained in the project site. Initial standard views are established at the time a project site is created. New and customized views can be developed to meet the particular needs of the project.

Benefits of PMRx

Enhanced Communication

PMRx is a digital workplace that improves communication between team members. Instead of using only email as a means of communication, people located across the globe as well as down the hall can interact directly. Threaded discussions and document-sharing allow team members to collaborate effectively and create better products more efficiently.

Improved Oversight

Since the PMRx application is web-based it allows access and control of project activities and information from anywhere, anytime, making it easy to oversee teams and their work efforts that may be distributed around the world.

Cost Effectiveness

As projects become more global, project team members are located in different areas of the world and business travel costs are considerable. PMRx will not eliminate the need for in-person team member interaction but it can increase the cycle time between these meetings and thus reduce overall project travel costs. And PMRx is provided by Ciber for our Lee's Summit engagements as part of our standard tool set – at no additional cost.



A PMRx Project Site

A PMRx project site (including its libraries, lists, and logs) is established and tailored for the specific needs of the engagement, Lee's Summit, and the project team. The following graphics provide a view of some of the elements of a Ciber PMRx project site.

The following graphics also show the PMRx Project Site Home page. Note the customization that will include the Lee's Summit logo and Lee's Summit-specific Dashboard metrics. Also note the easy access links to the Ciber Methodologies on the right side of the page. The Quick Launch at the far left side of the page enables direct access to the majority of Document Libraries, Lists/Logs and Discussion groups. Below the Dashboard, the Project Watchboard provides a list of views of various libraries and lists.

The views are designed to provide quick insight into various aspects of the project, such as current status, severe issues yet to be addressed, past due activities, etc. Like virtually all lists, the Project Watchboard can be tailored to meet specific project requirements. On the rightmost side is a list entitled Team Links. It has pre-defined links that will be useful to Ciber staff.

The project team may add more links to other relevant sites. Below the Project Watchboard is a list entitled Other Project Libraries. This list is used to record non-PMRx site locations for other artifacts associated with the project. One list item points to the physical location where paper documents are stored and the other points to the Lee's Summit source code control and configuration management libraries. At the bottom of the page is the Communication Calendar. This calendar is used by all team members to communicate activities associated with specific dates, e.g., status meetings, milestones, travel plans, time off, Lee's Summit presentations, etc.

Figure 3 below provides a Site Home Page view of some of the elements of a Ciber PMRx™ project site, and Figure 4 shows the PMRx Libraries.



DUPAG00101 - Infor - DuPage County IL

Assist client with implementation of Infor/Lawson ERP solution.

DuPage ERP Project Dashboard

Status	Control	As of Date	Comments
	Overall Phase 1 Status - Financials and Procurement	10/31/2015	Phase 1 is LIVE. - Post-Implementation support in progress
	Overall Phase 3 Status - HR/Payroll	10/31/2015	- HR/Payroll LIVE - HR rollout to departments in progress - Employee Self Service rollout in progress - Post implementation Support in progress - ACA updates in progress - End of Year 2015 Planning in Progress

DuPage County ERP Project Calendar

January, 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Figure 3. The PMRx Project Site Home Page

Project Management Library

Repository for project management documents, e.g., communications, issues, risk, work plan, etc.

Process Area : a. Initiation (1)

Type	Name	Doc Type	Description	Baseline	Modified	Modified By	Checked Out To	File Size
Document	Next Phase Alternatives 080504	Recommendation	Project phasing alternatives recommendation	6/15/2005 1:38 PM	6/15/2005 1:38 PM	SP CPP Siteowners		37 KB

Process Area : b. Scope & Commitment (2)

Type	Name	Doc Type	Description	Baseline	Modified	Modified By	Checked Out To	File Size
Document	XYZCo eAlert SOW v2.1 final 10252004	Contract / Letter of Intent / SOW / SLA	SOW	6/15/2005 1:12 PM	6/15/2005 1:12 PM	SP CPP Siteowners		293 KB
Document	Scoping Workshop v4	Work Paper	Scoping Workshop Results	6/15/2005 1:17 PM	6/15/2005 1:17 PM	SP CPP Siteowners		323 KB

Process Area : c. Communications - Status (15)

Process Area : d. Communications - Other (3)

Process Area : f. Risk (1)

Type	Name	Doc Type	Description	Baseline	Modified	Modified By	Checked Out To	File Size
Document	Issue and Risk Management Plan	Plan	Issues and Risk Management Plan	Yes	6/15/2005 1:07 PM	SP CPP Siteowners		20 KB

Process Area : g. Change Control (5)

Type	Name	Doc Type	Description	Baseline	Modified	Modified By	Checked Out To	File Size
Document	Parallel Mode Change Control	Project Change Request			6/15/2005 12:54 PM	SP CPP Siteowners		53 KB
Document	Model SN Change Control	Project Change Request			6/15/2005 12:54 PM	SP CPP Siteowners		69 KB
Document	Event Email Correlation Change Control v2	Project Change Request			6/15/2005 12:54 PM	SP CPP Siteowners		56 KB

Figure 4. PMRx Libraries



Document libraries are established to capture and control project files and documents. The libraries, (Project Management Library, Solution Set Library, Supporting Documents Library, and Ciber Library Restricted Access), are used in conjunction with the project's formal configuration management environment to control all project work products. The graphic above shows the Project Management Library. The left side of the page shows two key features of PMRx, the use of multiple views and the email alert feature. Multiple views of this library are listed on the left side of the page under the heading **Select a View**. In this example the **Process Area Ordered** view is shown. This view organizes all the documents in the library by process areas aligned to the Ciber Project Management Methodology, e.g., Initiation, Scope and Commitment, Communications, Risk, etc. Notice there is another view, **Current Status**, that will show only the most current Status Report, while the view **Doc Type Ordered** organizes all documents by type, e.g., Project Plan, Change Request, Lee's Summit Approval, Presentation, etc. Each document library has multiple views defined and additional views may be defined to meet the specific needs of a project team. Please see Exhibit C for examples of project documentation.

Appendix D – Signature

Ciber	Beth Dvoracek
Company Name 6312 S. Fiddler's Green Cr Suite 600E	Authorized Person (Print) <i>Beth Dvoracek</i>
Address Greenwood Village, CO 80111	Signature Vice President, Infor Practice Leader
City/State/Zip 303-220-0100	Title May 27, 2016 38-2046833
bdvoracek@ciber.com	Corporation
E-mail	Entity Type



J – Cost Details – RFP Appendix E

Included in Appendix E of this RFP are descriptions of the 5 pricing templates that must be used to provide the cost of the solution. Failure to use the provided pricing templates may characterize the response as non-responsive and preclude the vendor from further consideration in this procurement. Please price the solution as accurately as possible as it may become the basis for the solution price. Please provide the level of detail as defined in the pricing templates. Clarification will be sought for incomplete responses.

Response

We have completed the RFP Appendix E Cost Details spreadsheets and included them as part of our electronic submission package, in their native Excel format.



K – Total Cost– RFP Appendix F

Summarize the total cost of the project

Response

APPENDIX F - TOTAL COST

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

TOTAL COST \$ 141,460
Numeric

One hundred forty one thousand, four hundred and sixty dollars
Use words, Dollars/Cents

Ciber, Inc
Company Name
6312 S. Fiddler's Green Cr suite 600E
Address
Greenwood Village, CO 80111
City/State/Zip
303-220-0100
Telephone # **Fax #**
38-2046833
Tax ID No.

Beth Dvoracek
Authorized Person (Print)
Beth Dvoracek
Signature
VP, Infor Practice Leader
Title
May 27, 2016
Date
Corporation
Entity Type:



L – Affidavit, Work Authorization Form

Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000)

Response

We have included our signed and notarized Affidavit, Work Authorization Form on the following page.



RFP # 2016-111

9. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:** This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed agreement, would you sell under the terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement).

YES _____ NO _____ INITIALS: _____

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term agreement. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the agreement unless they are specifically named in the Request for Proposal as a joint participant. The principal contracting officer (PCO) is responsible to handle the solicitation and award the agreement. The PCO has sole authority to modify the agreement and handle disputes regarding the substance of the agreement. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

10. **COMPLIANCE:** The following items shall be provided by the successful proposer to the City prior to the issuance of an agreement: Certificate of Insurance (naming the City of Lee's Summit as additionally insured for General Liability only), Work Authorization Affidavit, and E-Verify Signature page.

11. **WORK AUTHORIZATION AFFIDAVIT:** Any agreement 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 agreement. 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 Proposers 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 agreement, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due to the Proposer. All submittals **should** include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

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

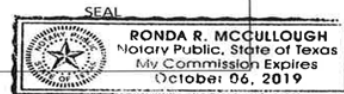
County of Collin)
State of Texas) ss.

My name is Beth Dvoracek I am an authorized agent of Ciber ("Proposer"). Proposer 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. Proposer does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

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

Beth Dvoracek Affiant
Beth Dvoracek Printed Name

Subscribed and sworn to before me this 19 day of May, 2016
Ronda McCullough
Notary Public





M – E-Verify Program's Memorandum of Understanding Electronic Signature Page

All submittals **should** include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)

Response

Ciber has been part of the E-Verify program since its inception. We have included our E-Verify Certification Signature page on the following page.



Company ID Number: 136709

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer CIBER Corporate

McElhiney Jan	_____	_____
Name (Please type or print)		Title
<i>Electronically Signed</i>	_____	07/15/2008
Signature		Date

Department of Homeland Security – Verification Division

Company ID Number: 136709

USCIS Verification Division	_____	_____
Name (Please type or print)		Title
<i>Electronically Signed</i>	_____	07/15/2008
Signature		Date



Attachments

We have provided the following attachments as part of our proposal response.

Attachment A: Addendum 1 to the RFP

Attachment B: Sample Project Timeline

Attachment C: Contract Language Considerations - Exceptions

Attachment D: Ciber Master Service Agreement



ATTACHMENT A RFP ADDENDUM 1





**RFP NUMBER 2016-124
ADDENDUM NO. 1**

The original Request for Proposal for **Consulting Services – Lawson Upgrade** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

The original Request for Proposal had an original closing date and time of May 27, 2016 at 3:00 PM.
The closing date has been extended until June 3, 2016 at 3:00 PM.

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 1 to RFP Number 2016-124, titled Consulting Services – Lawson Upgrade by his/her signature affixed hereto, and shall attach this Addendum to the original bid submitted

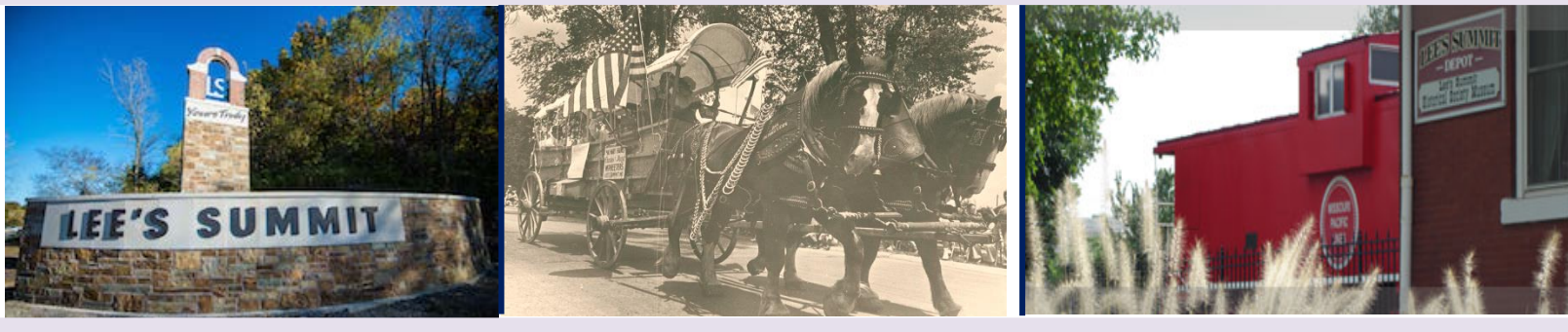
CERTIFICATION BY BID
SIGNATURE: *Beth Dvoracek*
TITLE: Vice President, Infor Practice Leader
COMPANY: Ciber, Inc.
DATE: 05/27/2016

Addendum Number 1
Page 1 of 1

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



ATTACHMENT B SAMPLE PROJECT TIMELINE





ID	Task Name	Duration	Start	Finish	Predecessors	% Complete	Mar 1, '15	Mar 8, '15
							S	S
							M	M
							T	T
							W	W
							F	F
							T	T
							S	S
							M	M
							T	T
							W	W
1	Project Start	0 days	Mon 10/3/16	Mon 10/3/16		0%		
2	Project Planning and Management	12 days	Mon 10/3/16	Tue 10/18/16		0%		
3	Solution Design	76 days	Mon 10/3/16	Mon 1/16/17		0%		
9	Business Process & Technical Analysis	5 days	Mon 10/3/16	Fri 10/7/16		0%		
10	Gather list of Lawson modifications (program, database c	1 wk	Mon 10/3/16	Fri 10/7/16		0%		
11	Verify Lawson product compatibility	1 wk	Mon 10/3/16	Fri 10/7/16		0%		
12	Verify server requirements	1 wk	Mon 10/3/16	Fri 10/7/16		0%		
13	Download Lawson software	1 wk	Mon 10/3/16	Fri 10/7/16		0%		
14	System Preparation and Support	76 days	Mon 10/3/16	Mon 1/16/17		0%		
15	Project Team Education	5 days	Thu 11/3/16	Wed 11/9/16		0%		
43	Review v10 Release Notes	5 days	Thu 11/3/16	Wed 11/9/16		0%		
44	Mingle Differences	1 day	Thu 11/3/16	Thu 11/3/16		0%		
45								
46								
47	Configuration & Development	20 days	Thu 11/24/16	Wed 12/21/16		0%		
48	Modification Migration	20 days	Thu 11/24/16	Wed 12/21/16		0%		
54								
55	Testing and Quality Assurance	106 days	Mon 10/3/16	Mon 2/27/17		0%		
56	Integrated Test	84 days	Mon 10/3/16	Thu 1/26/17		0%		
64	User Acceptance Test	28 days	Thu 1/19/17	Mon 2/27/17		0%		
70	Finalize Cutover Plan	1 day	Tue 1/31/17	Tue 1/31/17		0%		
71								
72	Project Activation	13 days	Tue 2/14/17	Thu 3/2/17		0%		
73	End User Training	5 days	Tue 2/14/17	Mon 2/20/17	75SS-2 wks	0%		
74	Risk Assessment	1.5 days	Tue 2/21/17	Wed 2/22/17	70.68	0%		
75	Live Upgrade Execution- WEEKEND TBD	3 days	Tue 2/28/17	Thu 3/2/17	55.70.74	0%		
76	Live on Lawson v10	0 days	Thu 3/2/17	Thu 3/2/17	75	0%		
77								
78	Ongoing Support	15 days	Fri 3/3/17	Thu 3/23/17	72	0%		
79	Post-Cutover Support	3 wks	Fri 3/3/17	Thu 3/23/17	72	0%		

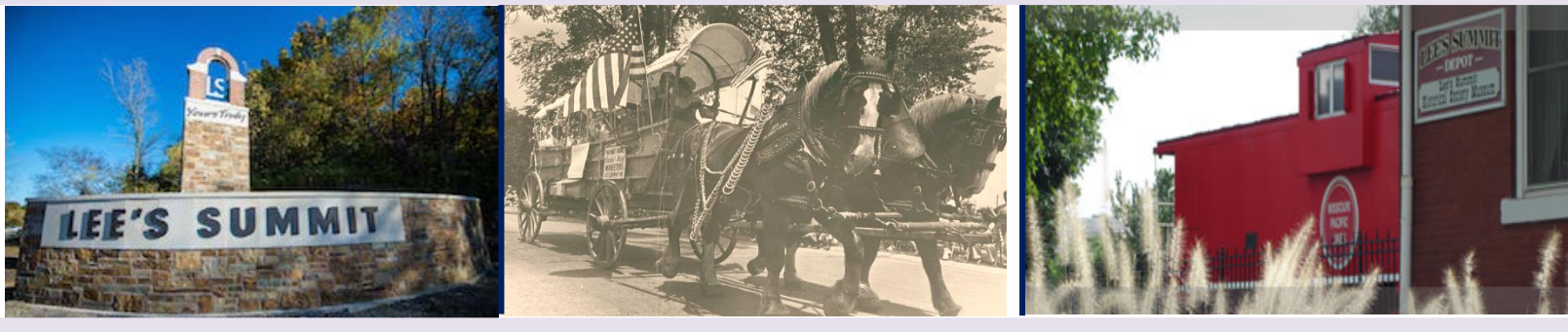
Legend for Gantt chart symbols:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Arrow symbol
- External Tasks: Grey bar
- External Milestone: Diamond symbol
- Inactive Task: Hollow bar
- Inactive Milestone: Hollow diamond
- Inactive Summary: Hollow arrow
- Manual Task: Solid teal bar
- Duration-only: Hollow bar
- Manual Summary Rollup: Solid blue bar with arrow
- Manual Summary: Hollow bar
- Start-only: Hollow bar with arrow
- Finish-only: Hollow bar with arrow
- Progress: Solid teal bar with arrow
- Deadline: Hollow bar with arrow



ATTACHMENT C

CONTRACT LANGUAGE CONSIDERATIONS





Ciber Contract Language Considerations for Lee's Summit RFP #2016-124 Consulting Services – Lawson Upgrade

Ciber, Inc. (“Ciber”) respectfully requests the City of Lee’s Summit (the “City”) consider the following regarding the City’s Request for Proposal No. 2016-124 (the “RFP”). Should Ciber be awarded this contract, Ciber requests the opportunity to negotiate with the City the final terms and conditions of the resultant contract, which terms and conditions are acceptable to both parties and address the exceptions that are set forth below. Ciber is not conditioning its proposal on the inclusion of the precise language in the following exceptions and is open to negotiating final terms and conditions that are acceptable to the City.

In the event that Ciber is awarded this contract, no terms shall be deemed agreed to unless and until all such terms (together with any referenced attachments or exhibits) are mutually agreed to in a written contract between Ciber and the City. If Ciber is awarded this contract, Ciber respectfully proposes that the City consider using Ciber’s Master Services Agreement, (attached hereto as Attachment B) as the basis for the contract to be executed between Ciber and the City in regard to the RFP. Ciber will agree to incorporate the terms and conditions set out in the City’s Sample Service Agreement, Exhibit C (Insurance Requirements) and Exhibit D (General Requirements) of the RFP into the MSA with the following proposed exceptions:

1. In Part III, Exhibit C (Insurance Requirements, Governing Responses and Subsequent Contracts), in the Certificate of Insurance Section, although Ciber’s insurer is not able to agree to provide the required written notice of material modification or cancellation of any policy listed on the certificate(s), Ciber, itself, agrees to provide such 30-day notice.
2. In Part IV, Exhibit D (General Conditions Governing Responses and Subsequent Contracts):
 - A. Ciber respectfully proposes that Section 11.b. (TERMINATION FOR CAUSE) be deleted in its entirety and replaced with the following:

“Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party materially fails to perform its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice.”

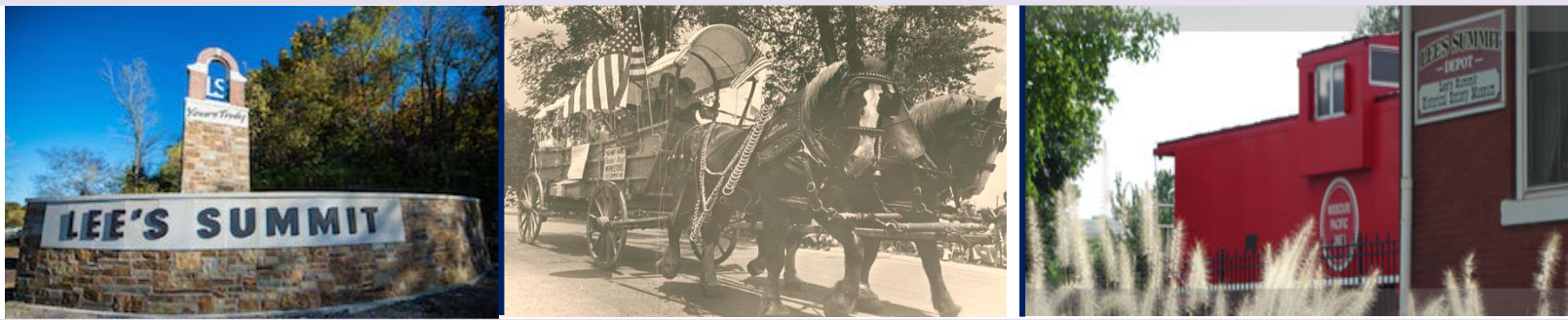


B. Ciber respectfully proposes that Section 17. (INDEMNITY AND HOLD HARMLESS) be deleted in its entirety and replaced with the following:

“Service Provider shall indemnify the City and the City’s officers, directors, affiliates, subsidiaries, agents, and employees (“City Indemnitees”) from any loss or damage arising out of a third party claim or action against the City Indemnitees for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of Service Provider’s personnel while they are providing the services to the City under this Agreement.”



ATTACHMENT D CIBER'S MASTER SERVICE AGREEMENT





MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement"), is made and entered into on _____, 20__ ("Effective Date") by and between Ciber, Inc., a Delaware corporation ("Ciber") and _____, a _____ corporation ("Customer") (each a "party" and together, the "parties").

RECITALS

Customer desires to contract to obtain certain information technology services and solutions to be provided by Ciber under this Agreement and Ciber desires to provide those information technology solutions and services under the terms and conditions set forth in this Agreement.

AGREEMENT

1. SERVICES

1.1 Scope of Work. Ciber will provide the services described in one or more Statements of Work signed by an authorized representative of each party (each an "SOW"). Each SOW is incorporated by reference into, and will be governed by the provisions of, this Agreement. Ciber will perform only work that is documented in an SOW. Ciber may authorize a parent, subsidiary, or affiliate of Ciber to enter into an SOW and for purposes of that SOW, such parent, subsidiary, or affiliate will be deemed "Ciber." Each SOW will describe the services to be performed ("Services"), the deliverables to be provided ("Work Products"), the schedule, the charges, and other essential information. Any inconsistency between this Agreement, an SOW, or any purchase orders or supplemental agreements, shall be decided in this order of precedence: (i) the SOW, including all Change Orders and Acceptance/Rejection Forms (as hereinafter defined), (ii) the Agreement, (iii) purchase orders and supplemental agreements.

1.1 1.2 Change Orders. To modify or add work to an SOW a party must submit a written request to the other party. The recipient may accept or reject the requested modifications, or present a counter-proposal, in its sole discretion. Ciber may bill Customer on a time and materials ("T&M") basis for the analysis of any modification proposed by Customer. Changes to an SOW will be effective and work commenced upon the written approval of an amendment to the SOW (a "Change Order") by an authorized representative of each party. A Change Order may include a revised price and schedule that increases Ciber's costs and time to perform the changed work. Failure to agree on any adjustment shall be a dispute under the Dispute Resolution clause of this Agreement.

1.3 Method of Performance. Ciber will determine the method, details, and means of performing the Services and providing the Work Products. Customer may require Ciber's personnel to observe Customer's safety policies and building rules when on Customer's site. Each party has the right to control its own personnel. Designation of a particular Ciber individual in an SOW does not preclude Ciber's termination or re-assignment of the individual, provided Ciber replaces the individual with a person with appropriate skills.

1.4 Acceptance. Acceptance criteria for Services and Work Products shall be set forth in each SOW, or in such other document that the parties mutually agree in writing, including without limitation, project charters or project governance plans, which shall be incorporated into the SOW by this reference. Upon Ciber's delivery of Services or Work Products, Customer must inspect the Services and Work Products for conformance with specifications. If Ciber has not received written notice from Customer (the "Acceptance/Rejection Form") within 3 business days following completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by Customer. Furthermore, for other kinds of work performed by Ciber, including without limitation, staffing work for which acceptance criteria are not specified in an SOW, the applicable Services or Work Products will be deemed accepted by Customer on the date of delivery unless Ciber receives an Acceptance/Rejection Form or other written notice from Customer specifying the reason for non-acceptance within 3 business days after completion of the Services or delivery of the Work Products.

2. CUSTOMER RESPONSIBILITIES

2.1 Access and Cooperation. Customer will provide the workspaces, facilities, equipment, properly configured computers (including, hardware, software, and connectivity), and personnel described in the SOW or otherwise required by Ciber. Ciber's timely performance of the Services and provision of the Work Products are contingent



on Customer promptly providing (i) all required resources, (ii) the necessary assistance and cooperation of Customer's officers, agents, and employees, and (iii) complete, clean, and accurate information and data. If a delay is caused by Customer's failure to timely perform any obligation or deliver a necessary resource, the delivery schedule for the Services and Work Products shall be extended for the period of delay.

- 2.2 File Back-up. Unless otherwise specified in the SOW, Customer will maintain current comprehensive back-ups for all files, data, and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data, and programs affected by the Services.
- 2.3 Health and Safety Hazards. Customer will provide Ciber with written notice of any known health and safety hazards and provide Ciber's personnel with appropriate safety procedures.
- 2.4 Work Rules and Conduct. Customer will provide Ciber written copies of all applicable policies and procedures, including those governing safety and security, use of equipment, sexual harassment and non-discrimination, alcohol and drug use, and integrity. Customer will report to Ciber any alleged violation of Customer's workplace conduct rules involving Ciber personnel and cooperate with Ciber in investigating the alleged violation.
- 2.5 Personnel Changes
 - i. Personnel Schedule Changes. Customer may request changes to the schedules of Ciber personnel. If Customer does not provide a written request at least 5 business days prior to the requested change, Ciber will charge Customer for the Services as scheduled.
 - ii. Open-ended Assignments. Customer may request termination of an open-ended assignment of Ciber personnel. If Customer does not provide a written request at least 30 days prior to the end of the assignment Ciber will charge Customer for the greater of (a) 15 days of Services that were to be performed by the affected Ciber personnel, or (b) the actual number of days of Services performed by the affected personnel after Ciber's receipt of the written request.
 - iii. Extension of Assignments. Ciber considers its personnel for new deployments 30 days before the expiration of their assignments. If Customer desires to extend Ciber personnel, Customer must notify Ciber at least 30 days before the scheduled expiration date to assure continued availability. Ciber will use reasonable efforts to accommodate extension requests received less than 30 days before the expiration of an assignment.

3. TERM AND TERMINATION

- 3.1 Term. The term of this Agreement commences on the Effective Date and continues until the date the Agreement is terminated as provided below. Termination of an SOW will not terminate the entire Agreement unless so stated in the termination notice.
- 3.2 Termination for Convenience. Either party may terminate this Agreement upon 30 days advance written notice. Unless otherwise agreed, all SOWs in effect as of the Agreement's termination date shall also terminate as provided in this Section 3.2. Unless otherwise stated in the applicable SOW, either party may terminate an SOW for time and materials Services upon 60 days advance written notice and an SOW for fixed price Services upon 90 days advance written notice. Ciber will advise Customer of the extent to which performance has been completed and deliver any work in progress. Ciber will be paid for all work performed and expenses incurred through the date of termination, including charges for materials ordered by Ciber that cannot be returned for a full refund. Specifically, Customer will pay (i) in full for all completed and accepted Services and Work Products, (ii) on a percentage of work performed basis, as reflected in the most recent project status report, for Services and Work Products completed by Ciber, but not accepted by Customer pursuant to Section 1.4; (iii) all of Ciber's reasonable costs to terminate and transition the work; and (iv) any cancellation fees applicable to the affected SOW as set forth in such SOW. Additionally, Customer will release all applicable retainage held by Customer and performance bonds in a form satisfactory to the bond underwriter(s).

Notwithstanding the foregoing, Customer may not terminate for convenience any SOW for outsourced Services and associated support except as set forth in the SOW. In the event Customer terminates such a SOW for convenience, Customer shall pay the cancellation fee set forth in the SOW, Ciber's charges for transition



services, unabsorbed overhead costs and other general and administrative costs allocated to the terminated outsourced Services or support SOW.

3.3 **Termination for Cause.** Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party:

- i. Materially fails to perform its material obligations under this Agreement or any SOW and such failure continues for a period of 30 days after written notice;
- ii. Ceases to carry on its business substantially as such business was conducted on the date of this Agreement; or
- iii. Institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceeding; or becomes generally unable to pay its debts as they become due.

Ciber may suspend work or terminate this Agreement or any SOW if Customer fails to pay undisputed amounts to Ciber within 15 days of Ciber's written notice specifying the undisputed amounts.

If Customer terminates this Agreement or SOW for default, Customer is obligated to pay for all undisputed Services and Work Products accepted by Customer pursuant to Section 1.4 and the unpaid portions of all disputed Services and Work Products completed by Ciber on a percentage of work performed basis, as reflected in the most recent project status report, prior to Ciber's receipt of Customer's dispute/default notice.

4. RELATIONSHIP OF THE PARTIES

Ciber is an independent contractor. Nothing in this Agreement will be construed to make Ciber or Customer partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed by Ciber to perform work on Customer's behalf under this Agreement will be deemed to be an employee, agent, or contractor of Customer. Neither party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other.

5. COMPENSATION

5.1 **Pricing.** Charges for all Services, Work Products, and expenses are set forth in each SOW. If pricing is on a T&M basis, Customer will make payments at the hourly rates in the SOW, based on a minimum per day charge of 8 hours, exclusive of sales, use, and similar taxes. Customer acknowledges and agrees that travel time to and from Customer's site is billable. Ciber will give Customer 60 days prior written notice of any change in hourly rates or prices. Ciber may impose a higher rate for Services exceeding 40 hours per week or on a weekend or holiday. Ciber does not guarantee T&M pricing estimates in any way or to any extent. If Ciber quotes a price for Services or Work Products and such price is specified without qualification in the applicable SOW, the amount quoted shall be deemed a fixed price. Unless an SOW provides for progress payments or deferral of payment after completion, Customer shall pay the full amount of the fixed price upon Ciber's completion of the specified Services or upon Customer's acceptance of the Work Products under such SOW. An SOW may provide for payment to be based on a fixed price for Services or Work Products to be rendered over a specified period of time or provide for T&M pricing not to exceed a specified amount. For fixed price onsite project work, if the travel costs are averaging over 10% of the per trip amount set forth in the SOW, Ciber will inform Customer and Ciber reserves the right to charge Customer for travel exceeding 10% of the per trip amount. Ciber will work with Customer to come up with reasonable alternatives if the travel costs exceed 10% of the budgeted amount, including performing remotely that work which is capable of being performed remotely.

5.2 **Invoice and Payment.** Ciber will invoice charges for third party materials purchased pursuant to an SOW upon delivery of the materials to Customer. Ciber will invoice T&M charges for Services or Work Products bi-weekly. Ciber will invoice fixed price charges for Services or Work Products in accordance with the payment schedule in the SOW. All invoices will be in Ciber's standard form and Customer agrees to receive invoices via email. Except for charges Customer disputes in good faith, all amounts are due and payable not more than 30 days from the invoice date. Customer agrees to make all payments via ACH. Ciber may change payment terms if, in Ciber's reasonable opinion, Customer's financial condition, previous payment record or relationship with Ciber merits such change. Customer must raise any concern or dispute in writing within 10 days from the date of the invoice or the invoice will be presumed payable. Customer's dispute of any amounts will not delay its payment of



undisputed charges. If Customer defaults in payment of any charges, Ciber may immediately suspend further performance under any or all SOWs.

- 5.3 **Taxes.** Charges do not include taxes including, but not limited to, sales, use, gross receipts, and ad valorem taxes, duties or similar charges ("Taxes") imposed on the Services or Work Product (exclusive of taxes based on the property or net income of Ciber). Customer will pay or reimburse Ciber for all Taxes. If Customer is exempt from taxes, a valid tax exemption certificate or direct pay permit (collectively, "Certificate") must be provided to Ciber, Inc. upon execution of this Agreement or any applicable Taxes will be included on invoice to Customer. If Customer provides such a Certificate to Ciber, Customer agrees that Ciber is entitled to and will rely on the Certificate and that any assessment of Taxes imposed on the Services or Work Products notwithstanding the Certificate will be paid by Customer. In the event of a tax examination involving Taxes imposed on the Services or Work Products provided pursuant to this Agreement, Customer agrees to cooperate with Ciber in any such examination including responding to questions and requests for documents by the taxing authority.
- 5.4 **Expenses.** Unless expressly set forth in a SOW as included in a fixed price, Customer will reimburse Ciber for reasonable out-of-pocket expenses such as long distance telephone charges, postage, shipping, and reasonable travel and living expenses. All charges exclude costs and expenses incurred for additional Services, Work Products, requirements, features, enhancements, Customer-caused delays, or expectations of Customer not explicitly stated in this Agreement or an SOW ("Additional Expenses"). Ciber will invoice Additional Expenses bi-weekly.
- 5.5 **Interest; Collection Costs.** Interest will accrue on amounts past due at the lower of eighteen percent (18%) per annum or the maximum permitted by applicable law.

6. CONFIDENTIALITY AND OWNERSHIP

- 6.1 **Confidentiality.** "Confidential Information" means any and all non-public technical or business information, including third party information, furnished or disclosed by one party to the other party that (i) the disclosing party has marked "confidential" or "proprietary"; or (ii) the disclosing party indicates is confidential or proprietary at the time of an oral disclosure and confirms is confidential or proprietary in a writing within 20 days after such oral disclosure. Each party will maintain Confidential Information it receives from the other in confidence using commercially reasonable standards and no less care than it uses with its own information, and will use and disclose such information only as contemplated by this Agreement or as authorized by the disclosing party. Each party will require its personnel to do likewise. Confidential Information does not include information that is: (a) generally available to the public other than by a breach of this Agreement; (b) rightfully received from a third party lawfully in possession of the information and not subject to a confidentiality or nonuse obligation; (c) independently developed by the receiving party or its personnel, *provided* the persons developing the information have not had access to the Confidential Information of the disclosing party; or (d) already known to the receiving party prior to its receipt from the disclosing party.
- 6.2 **Permitted Disclosures.** A receiving party is permitted to disclose Confidential Information if the disclosure is (i) approved in writing by the disclosing party; (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, *provided that* the receiving party notifies the disclosing party of such required disclosure promptly and in writing, and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. In addition, Ciber shall not be required to keep confidential any ideas, concepts, know-how, or techniques developed during the course of this Agreement by Ciber personnel or jointly by Ciber and Customer personnel.
- 6.3 **Return of Confidential Information.** Upon termination of this Agreement or the disclosing party's request, the receiving party will promptly return or destroy any Confidential Information of the other party.
- 6.4 **Ownership.** Unless the parties agree otherwise in writing, Work Products developed by Ciber pursuant to this Agreement belong to Customer. Customer ownership of Work Products does not extend to third party works, products, or materials or to Ciber Materials or Ciber Tools as defined below that may be included in Work Products. Customer acknowledges that Ciber is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Ciber will retain all right, title, and interest in and to all Ciber Materials and Ciber Tools. "Ciber Materials" means, other than any Ciber Tools, all inventions,



discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know how, that Ciber, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Ciber's duty of confidentiality to Customer. To the extent Ciber Materials are included in any Work Products, Ciber will grant Customer a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use, execute, reproduce, and modify such Ciber materials, but only for Customer's internal use in conjunction with the Work Products. Ciber's grant to Customer of any interest in the Services and Work Products is effective only upon Customer's payment of all fees and charges invoiced by Ciber. "Ciber Tools" means, collectively, all software or other tools used by Ciber in performing the Services, including, without limitation, pre-existing and newly developed software tools including source code, web authoring tools, type fonts, and application tools, together with any other software or processes and any inventions (whether or not patentable) pertaining to the foregoing.

- 6.5 Residual Rights. Either party shall be free to use Residuals (as hereinafter defined) from any Confidential Information provided by the disclosing party for any purpose, including, without limitation, providing services or creating programming or materials for customers, subject to the obligation not to disclose, publish or disseminate such Confidential Information and subject to the patent rights and statutory copyrights of the other party. "**Residuals**" shall mean that information which may be retained in intangible form in the minds of those personnel of the receiving party, without intentionally reducing such information to memory, who have had access to Confidential Information in tangible form of the disclosing party during the term of this Agreement.

7. WARRANTY AND LIMITATIONS OF LIABILITY

- 7.1 Warranty and Disclaimer. Ciber warrants that it will perform all Services in a professional and workmanlike manner and provide Work Products that conform in all material respects to the specifications set forth in the SOW. To receive warranty remedies, Customer must report any deficiencies to Ciber in writing within 30 calendar days from the date of Customer's acceptance of the Services or Work Products. Customer's exclusive remedy and Ciber's entire liability is to provide Services to correct the deficiencies. If Ciber is unable to correct the deficiencies, Customer is entitled to recover the fees paid to Ciber for the deficient portion of the Services or Work Products. Ciber **DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.** Ciber makes no warranties regarding Customer or third party modifications of Work Products, any portion of any deliverable developed by Customer or by any third party, including any third party software, hardware, or other third party products provided by Ciber.

- 7.2 Limited Liability. **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST DATA, LOST PROFITS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES BASED UPON, CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Each party agrees that the other party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Work Products under the SOW giving rise to the damages. Notwithstanding the above, the liability of Customer shall be increased to include Ciber's costs of collection of Services fees, including without limitation, reasonable attorneys' fees and court costs. The parties agree that amounts stated herein are fair under the circumstances and that the charges reflect this limitation of liability.

8. INDEMNITY

- 8.1 General Indemnity. Ciber shall indemnify Customer and Customer's officers, directors, affiliates, subsidiaries, agents, and employees ("Customer Indemnitees") from any loss or damage arising out of a third party claim or action against Customer Indemnitees for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of Ciber's personnel while they are providing the Services to Customer under this Agreement. Customer shall indemnify and hold Ciber and Ciber's officers, directors, affiliates, subsidiaries, agents, and employees harmless from any injury to a third party or damage to real or tangible personal property of a third party to the extent caused by the negligent acts or omissions of Customer's personnel while Ciber is providing the Services to Customer under this Agreement. Neither party has a duty to indemnify or hold the other party and its officers, directors, affiliates, subsidiaries, agents, and employees harmless from or against any claim or action for injuries to person or damage to property or any other damage or



loss to the extent caused or contributed to by the act or failure to act of the other party and its officers, directors, affiliates, subsidiaries, agents, and employees.

- 8.2 **Intellectual Property Indemnity.** Ciber shall defend, and pay any damages and costs awarded in final judgment or made in settlement of, any claim or suit against Customer by a third party alleging that a Service or Work Product provided by Ciber, when used in conformity with Ciber's instructions and documentation, infringes a U.S. patent, copyright or trade secret. If any Service or Work Product is determined by a court of competent jurisdiction to be infringing, or in Ciber's opinion is likely to become the subject of a claim of infringement or violation, Ciber may, at its option, procure for Customer the right to continue using the Service or Work Product, or replace or modify the Service or Work Product so it is not infringing. If Ciber cannot secure these remedies on a reasonable basis and if Customer must discontinue use of any Service or Work Product, Ciber will refund a portion of the fees paid for the infringing Service or Work Product based on the expected life of the Service deliverable of the Work Product.

The foregoing indemnity shall not apply to any infringement claim arising from (i) a Service or Work Product that has been modified by any party other than Ciber; (ii) Customer's use of a Service or Work Product in conjunction with the products or services of parties other than Ciber where such use gives rise to the infringement claim; (iii) Customer's use of a Service or Work Product after written notice to Customer to cease such use; (iv) a Service or Work Product not used in accordance with Ciber's instructions and specifications; (v) Customer's use of other than the current release of a Service or Work Product if such claim would have been avoided by the use of the current release provided by Ciber; (vi) Customer's use of a Service or Work Product with services or products not provided by Ciber; or (vii) Ciber's compliance with any design, specification or instruction of Customer.

This Section sets forth Customer's sole and exclusive remedies for infringement or misappropriation of third party rights. Services and Work Products do not include any third party services, products or materials, whether or not supplied by Ciber.

- 8.3 **Conditions.** All indemnification under this Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.

A party's responsibility to indemnify any indemnified party is conditioned upon:

- i. The indemnifying party receiving prompt written notice of any claim or action.
- ii. The indemnifying party having the sole authority to defend the indemnified parties against any claim or action upon which third party indemnity is sought.
- iii. The indemnified parties' cooperation with the indemnifying party's defense or settlement of the claim.

To the extent an indemnifying party's defense of the claim is materially prejudiced by an indemnified party's failure to provide prompt notice or full cooperation with indemnifying party's defense or settlement of the claim, indemnifying party shall be relieved of its indemnity obligations. The indemnifying party has no liability to indemnify or hold any indemnified party harmless for any payment by any indemnified party in settlement or compromise of a claim or action unless the indemnifying party receives written notice at least 10 business days in advance of such settlement or compromise and approves the settlement or compromise in writing before payment is made. All indemnification rights and obligations under this Agreement are subject to the terms of Section 7.2.

9. NONSOLICITATION

During the term of this Agreement and for a period of one year after its termination, neither party will directly or indirectly (i) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services or Work Products under this Agreement or (ii) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or Work Products under this Agreement until 180 days following the termination of the person's or entity's



employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party's internet site. If a party hires or engages, directly or indirectly, any personnel of the other party in violation of (ii) above, the hiring/engaging party will pay the other party a finder's fee equal to three times the greater of (i) gross monthly salary or (ii) monthly billing rate (assuming 168 hours per month) for such personnel.

10. DISPUTE RESOLUTION

10.1 General. Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction, each party agrees to resolve all disputes under this Agreement in accordance with these dispute resolution procedures.

10.2 Informal Dispute Resolution. Each party will promptly notify the other in writing of any dispute. The parties' designated representatives will meet within 10 days following the receipt of such written notice and will attempt to resolve the dispute within 5 days of the initial meeting. If the parties agree, a dispute may be mediated. The parties will select a mediator within 20 days of agreeing to mediate. All mediations shall be non-binding.

10.3 Arbitration/Other Legal Proceedings.

- a. **Arbitration**. Any claim or dispute arising out of or relating to this Agreement or the services to be provided by Ciber hereunder, other than Excluded Disputes, as defined below, shall be resolved by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association. To the extent the Commercial Rules conflict with this provision, this Agreement shall control any arbitration. Each party may seek preliminary or permanent rights or remedies, judicial or otherwise, to maintain the status quo until the arbitration award is rendered or the dispute is otherwise resolved. The arbitration shall be conducted in Denver, Colorado and the laws of Colorado (except its conflict of laws provisions) shall govern the interpretation of this Agreement. Within 10 calendar days of service of a Demand for Arbitration pursuant to this Agreement, the parties shall agree upon a sole knowledgeable and impartial arbitrator. If the parties cannot agree upon a sole knowledgeable and impartial arbitrator, either party may apply to a court of competent jurisdiction for appointment of the arbitrator. If damages are to be awarded, the arbitrator shall only award equitable relief and damages in accordance with this Agreement but in no circumstances shall the arbitrator award exemplary or punitive damages.

Discovery in any arbitration shall be conducted as follows, unless otherwise agreed by the parties:

- i. Discovery for each party is limited to 10 requests for production and 3 depositions, limited to 2 hours per witness.
- ii. Requests for production shall be limited to documents that are directly relevant to the matters in dispute, be reasonably restricted in terms of time frame, subject matter and persons or entities to which the requests pertain and not include broad phraseology such as "all documents directly or indirectly related to." The description of custodians from whom electronic documents may be collected shall be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute.

Each party shall pay its pro rata share of the arbitrator's fees and expenses unless the arbitrator decides otherwise. The decision of the arbitrator shall be final and binding and may not be appealed. A party may apply to any court having jurisdiction to obtain a judgment enforcing the decision of the arbitrator. The parties may cancel or terminate this Agreement in accordance with its terms and conditions without following the procedures in this Article.

- b. **Excluded Disputes**. Notwithstanding the above, Excluded Disputes shall not be subject to arbitration. As used herein, an "Excluded Dispute" means any action or proceeding with respect to this Agreement: (i) that is initiated by Ciber for collection of amounts due by Customer; or (ii) related to the allocation of ownership of Work Product or Services as between Ciber and Customer. All Excluded Disputes shall be brought exclusively in a court of competent jurisdiction located within the state of Colorado. Ciber and Customer each waive their respective rights to a jury trial in an Excluded Dispute. The laws of Colorado (except its conflict of laws provisions) shall govern with respect to such dispute. Notwithstanding subsection (a) above,



if Ciber elects to initiate proceedings in court, all disputes between the parties shall be resolved in that forum.

10.4 Limit on Actions. Any dispute or other action arising out of this Agreement must be brought within two years of the date the cause of action accrued.

11. GENERAL PROVISIONS

11.1 Marketing. Customer agrees to reasonably cooperate in Ciber's marketing efforts. This may include, but is not limited to, (i) working with Ciber on a mutually acceptable joint press release announcing the Agreement; (ii) providing in-person or telephone references to prospective Ciber customers; and (iii) allowing Ciber to use Customer's name, logo, and information regarding the general business relationship on Ciber's website, in presentations, and as part of Ciber's marketing materials. This provision shall survive the expiration or termination of this Agreement.

11.2 Applicable Laws. Each party will comply with applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements, including without limitation, Executive Order 11246 -- Equal Employment Opportunity.

11.3 Export Controls. Neither party will knowingly export or re-export or cause to be exported or re-exported any Work Product to any country for which the U.S. government requires an export license or other government approval without first obtaining the required license or approval.

11.4 Notices. All notices must be written and will be deemed received (i) when delivered by hand, (ii) on the next business day, if delivered by a recognized overnight courier, (iii) on the third business day if mailed (by certified or registered mail, return receipt requested) or (iv) upon separately confirmed facsimile transmission to the following addresses or facsimile numbers:

CUSTOMER	Ciber	Ciber Business Unit
_____	Ciber, Inc.	_____
_____	6312 S. Fiddler's Green Circle, Suite 600E	_____
_____	Greenwood Village, Colorado 80111	_____
_____	ATTN: Legal Department	ATTN: _____
Phone _____	Phone 303-220-0100	Phone _____
Fax _____	Fax 303-224-4125	Fax _____

11.5 Entire Agreement. This Agreement, the applicable Exhibits, and SOWs set forth the entire agreement of the parties relating to the Services and Work Products provided by Ciber and supersede all prior written or oral understandings, agreements, or representations by or between the parties with respect to these subjects and the parties shall not be permitted to rely on any written or oral understandings, agreements or representations made prior to execution or outside of this Agreement, any other written or oral agreements, statements or representations made outside of the four corners of this Agreement or any course of dealing, trade usage or course of performance. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

11.6 Waiver. No delay or failure by a party in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power, or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power, or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.



- 11.7 Survival. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.
- 11.8 Force Majeure. If either party is delayed or prevented from performing due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, criminal acts, acts of the public enemy, acts of government in a sovereign or contractual capacity, acts of war or terrorism, or attempted acts of terrorism, or acts of God or nature, the delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than 30 days, either party may terminate an affected SOW upon written notice to the other party and Customer will pay Ciber for all work performed, Work Product created and expenses incurred through the effective date of termination. Failure to make payment by Customer shall not be deemed to be a force majeure event.
- 11.9 Severability. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected. Notwithstanding the foregoing, if the invalid, void or unenforceable provision is material to the basis of the bargain of this Agreement or an SOW, or materially affects the relative economic benefits to the parties, both parties shall in good faith agree upon an equitable modification of such provision or the application thereof.
- 11.10 Parties in Interest. This Agreement is enforceable only by Ciber and Customer. It is not a contract or assurance regarding compensation, rights, obligations, or benefit of any kind to any other party. There are no third-party beneficiaries of this Agreement.
- 11.11 Assignment and Successors. Customer may not assign this Agreement without Ciber's prior written consent, except that Customer may assign the Agreement without consent to an entity controlling Customer, in common control with Customer or controlled by Customer. This Agreement benefits and will be binding upon Ciber, Customer, and their respective successors, heirs, and assigns.
- 11.12 Insurance. Upon request, Ciber will provide a certificate of insurance evidencing the workers' compensation, general liability, errors and omissions and automobile coverage it has in effect.

The parties, intending to be legally bound, have executed this Master Services Agreement on the date first set forth above.

CUSTOMER

CIBER, INC.

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

THE CITY IS ACCEPTING TIME AND MATERIALS PROPOSALS ONLY

City of Lee's Summit

Services - Required Modules

Labor	Estimated Hours	Rate/Hour	Total Estimated Cost
Project Planning & Management	177.00	\$ 196.16	\$ 34,720.00
System Preparation	610.00	\$ 112.16	\$ 68,420.00
Testing	80.00	\$ 50.00	\$ 4,000.00
Training	4.00	\$ 275.00	\$ 1,100.00
Go Live Support	38.00	\$ 100.53	\$ 3,820.00
Post Go Live Support	24.00	\$ 170.00	\$ 4,080.00
Others (Technical Development)	108.00	\$ 170.00	\$ 18,360.00
Subtotal	1041.00		\$ 134,500.00
Travel	Description		Total Estimated Cost
Item 1:			
Item 2:			
Item 3:			
			\$ 6,960.00
Total Services			\$ 141,460.00
Public Sector d/EPM Implementation ESTIMATE			\$150,000 - \$250,000



Ciber Inc. Response to:

**The City of Lee's Summit, Missouri
RFP# 2016-111
Consulting Services - Lawson Upgrade**

ANSWERS TO INTERVIEW QUESTIONS

27 June, 2016



ciber®

This Proposal was Prepared for:

DeeDee Tschirhart

220 S.E. Green Street

Lee's Summit, Mo 64063

Telephone: 816.969.1087

Email: deedeetschirhart@cityofls.net

Presented in Confidence by:

Steve Brown, Client Partner

Telephone: 720.454-8429

Fax: 303. 220-7100

Email: SBrown@ciber.com

Ciber, Inc.

6312 S. Fiddlers Green Circle

Suite 600E

Greenwood Village, CO 80111

www.ciber.com



June 27, 2016

Dee Dee Tschirhart
City of Lee's Summit
220 S.E Green Street
Lee's Summit, MO 64063

Dear Ms. Tschirhart:

Many thanks for providing Ciber the opportunity to meet with you to review our proposal for the V10 Upgrade. We are grateful that you provided in advance the questions that will be addressed during the interview.

We appreciate the thorough nature of your process, and feel strongly that Ciber will stand up well to a careful examination of our experience, skill set, methodology and client satisfaction. The reality is that our unmatched experience regarding V10 upgrades provides Lee's Summit with the best value, the lowest risk and the most predictable, positive outcome.

Attached are the question that you provided and our answers. We look forward to expanding on those answers and addressing any and all secondary questions during the June 27 interview.

Thanks for this opportunity to be of service!

Regards,

Steve Brown
Client Partner



Ciber's Answers to Interview Questions





Ciber's Answers to Interview Questions

1. Of your 33 completed upgrades, how many were Windows / SQL Server upgrades? What was the average duration of these projects?

Response

Ciber now has taken 62 customers live on v10 via upgrade. 32 of those customers have been on Windows hardware.

The typical duration of an upgrade project is 5-6 months. This varies based on the customer and the scope of the upgrade project. Ciber is here to assist Lee's Summit and make sure realistic expectations are set during project planning.

2. Are the 40 hours quoted to guide the City regarding modifications, customizations, and interfaces, specifically for those areas that City is responsible for configuring?

Response

If we understand the question correctly, Ciber has provided a set number of hours to support migration of modifications. The City will be primarily responsible for this task.

3. What tool will the Project Schedule be developed in?

Response

Ciber uses Microsoft Project. Some customers choose to utilize different tools to manage the project plan.

4. Will tasks for Ciber and the City be included in the same Project Schedule?

Response

Ciber is responsible for working with the Lee's Summit team to create the initial project plan, which will include the tasks for within the project scope. After that the Lee's Summit project manager is responsible for building in tasks specific to Lee's Summit.

5. What role with the Ciber PM have in maintaining the Project Schedule?

Response

The Ciber Project Manager will ensure scope and timeline compliance for the Ciber team members. The Ciber PM will also provide guidance for this task for the City, but Lee's Summit is responsible for maintaining the plan through the course of the project.

6. In which phase will Ciber provide guidance to Lee's Summit in count and sizing of servers to be built which will host Infor Lawson 10.x? What deliverable will be produced for this activity?



Response

The pre-installation call is one of the very first tasks to complete in the Design phase of the project. During this discussion Ciber will provide guidance on the technical architecture. Deliverables include a pre-installation checklist and a Lawson Install Values template.

7. What is included in the Software Installation Documentation deliverable? Can you provide a sample?

Response

Install exit documents are a step-by-step documenting of the install process that includes screen shots of each step and a table of contents to facilitate navigation. They are extremely detailed, and an exit document will be provided for each product installed.

We will look at on-line examples of project documentation during the interview.

8. Please describe in more detail what occurs during the Business Process and Technical Analysis phase.

Response

No Business Process Analysis is included in the scope of this project. It is assumed that Lee's Summit is not changing what you do in Infor during the project.

Technical analysis is sometimes needed to finalize the modification migration strategy and complete the inventory of modifications. The Lee's Summit team will be responsible for this task.

9. We've heard through references that the configuration of IPA can be challenging and should be the responsibility of the consultant. Did Ciber include this as part of their scope of work?

Response

Ciber included Landmark/IPA installation and smoke tests, along with the upgrade of ProcessFlows to IPA and the migration of ProcessFlow data (tasks, roles, etc) to the new system. Ciber has included 24 hours to assist with issues that may arise with configuration, but Lee's Summit will be ultimately responsible.

10. Is Ciber's Landmark IPA workshop for admins and developers included within the scope of work? If not, what is the cost, timing, location, etc. for this training?

Response

This workshop is not included in the current scope of work. Ciber offers a 4-day Landmark/IPA workshop that takes place onsite and on the Lee's Summit system. The cost of the workshop is \$10,000 plus travel expenses for 1 trainer. A sample agenda is included as an attachment to this document.

11. Page 28 and page 37 indicates that Ciber will deliver Ming.le Differences training to our team. Page 34 indicates there is No team training. Please clarify.



Response

The Ming.le Differences Workshop is a live Webex presentation on the differences between the Portal and Ming.le user interfaces. It is included in the scope of this project.

12. What should we know about SharePoint? We are getting mixed messages from references, all using SharePoint Foundation, as to the level of knowledge our staff should have prior to the upgrade project beginning.

Response

Ciber will discuss this further during the presentation. Lee's Summit will be using Ming.le Foundation, which requires the SharePoint Foundation.

13. What other training should City staff take on their own prior to the start of this project?

Response

The answer to this question varies based on the existing skill level of Ciber customers. As a general guideline:

- Ciber recommends some form of Landmark training if Landmark is new to Lee's Summit.
- The Ming.le Differences workshop is very helpful to end-users.
- Application Differences training is not necessary, but some customers choose to include application training with the upgrade project if a knowledge gap exists.

14. Did Ciber include the following activity in their responsibilities: identify Infor Lawson metadata elements (e.g., user records, security setup, job definitions, recurring jobs, job history, print files, printer definitions) that will be migrated to the new version 10 Production System and the migration of these identified components of the metadata from the current 9.0.1 Production System to the newly built version 10 Production ERP System?

Response

Ciber will be responsible for migration of environment data, which includes the items listed. Ciber will schedule a pre-upgrade call to finalize what will be migrated and if it will be necessary to re-migrate items (such as users) prior to the cutover. It is important to document this strategy and describe the risk that exists with migrating certain metadata elements.

15. Did Ciber include in their responsibilities installing v10 in both Production and Test environments? And, how many product lines in each environment will be created?

Response

2 environments, 1 product line in each environment.



16. What challenges, if any, has Ciber experienced during or after a v10 upgrade with the integrations to external suppliers like MHC and BSI? Are there steps Lee's Summit should be taking now to address these integrations?

Response

Vigilant system testing that includes both base-Lawson applications and interfaces to 3rd party suppliers is critical to the project. Lee's Summit can begin today by gathering test plans and test scripts from previous projects and determine if all business activities are included in the test plan.

17. Are any and all documents that Lee's Summit posts to the PMRx SharePoint site available to Lee's Summit upon project completion?

Response

Yes, the PMRx site is available to Lee's Summit for a period of time following the completion of the project. If desired, we can look at PMRx on-line during the interview.

18. \$6,960 in Travel expense was estimated. Please outline the specific trips planned, purpose, and attendees.

Response

Project Manager: 1 trip for project planning.

Technical Lead: 2-3 trips to lead modification migration effort and assist with unit testing & issue resolution.

19. The RFP had the following included within the scope of services. Did Ciber include this in their estimate?

Provide a recommendation for a budgeting solution and the costs and timeline associated with the migration from LBP to new solution

Response

Ciber's recommendation is to continue the v10 upgrade process with the intent of pointing LBP back to the v10 system. The City has indicated an inclination toward Infor d/EPM as a possible budget planning solution. Ciber has provided a high-level cost range for implementing this very newly released application (released during the Lee's Summit RFP process). It is not appropriate for any consultant to attempt to provide accurate selection guidance and implementation pricing regarding a budget solution without first understanding the City's goals and requirements – something that typically cannot occur as part of an RFP process. Ciber is happy to execute discovery at no cost to Lee's Summit to determine what budget planning solution is the best fit for Lee's Summit, and to then provide an accurate, detailed estimate for implementation and integration.



20. Are the resources noted in the proposal document the ones that will be completing the work on the project for Lee's Summit?

Response

Yes. If appropriate time before the project start is provided, Ciber intends to assign the resources noted to the Lee's Summit upgrade project. Ciber's project portfolio is constantly changing, and we cannot guarantee that all resources will be assigned to the project. But based on current projections this is the team who would be assigned if an agreement can be finalized quickly.

21. What process will you employ to assure the city that you will not go over the hours proposed in the submitted document?

Response

Proactive communication with the project team to make sure everyone is clear on the project scope, and frequent communication between project managers to actively monitor the project budget and issue log.

The most frequent cause of budget overages on upgrade projects are related to project scope. Ciber will manage the issue log and rely on the Lee's Summit team to take an active role in resolving product-related issues with Infor if necessary.

22. Will the firm be forthright about areas where they will not need to use all of the hours noted, and not charge the city for them? How will the firm communicate utilization of hours, by task, during the project?

Response

Ciber commits to only billing value-added time to the project.

A bi-weekly budget report will be provided to Lee's Summit. This will provide an overall budget summary as well as details for each task. If Lee's Summit wishes to review the day-to-day time billed to the project, Ciber is able to provide that detail as well.

23. What level of retainage is your firm comfortable with? Timely completion of this project is important.

Response

In our RFP response, we noted a 4% retainage. We welcome the opportunity to discuss this with you.



SAMPLE IPA WORKSHOP AGENDA





Infor Process Automation Workshop
Agenda



Introduction

This document outlines the agenda of the Infor Process Automation workshop.

Helpful knowledge (but not required)

- HTML Basics
- SQL Basics
- XML Basics
- JavaScript Basics

Agenda

Day 1 AM 1 – 2 Hours

- Introductions
- Week's Agenda
- ProcessFlow Overview Presentation
 - Uses of ProcessFlow
 - Designer
 - Scheduler
 - Administrator
 - ProcessFlow Examples
- Initial design overview

Day 1 AM Continued

- Process Flow Administrator
- Introduction to Scheduler
 - Explain Concept
 - Introduce Screens
 - Triggered Vs. Scheduled
- Introduction to Administrator
 - Explain Concept
 - Error Logs
 - Process Status
 - Work unit Introduction
- Introduction to Configuration
 - Service Definition
 - User Groups
 - User Tasks
 - System Configuration and Configuration Sets

Day 1 PM – Process Flow Designer

- Process Flow Designer
- Introduction to Designer
 - Logging In
 - Functions
 - Connecting Nodes
 - Building a Flow
 - Error Log
- Build Flow



Infor Process Automation Workshop
Agenda



- Use Email Node
- Use Assign Node
- Use Query Node
- Use Branch Node
- Schedule a flow to run over night

Day 2 AM

- Nodes
 - Approvals
 - Inbaskets
 - Resource Queries
 - System Commands
 - Approvals
 - File Processing
- Assign Users an In-Class Assignment

Day 2 PM

- Additional Exercises/ Review
- Design a ProcessFlow with the help of Users
 - Functional Design of a ProcessFlow to solve a current problem

Day 3 – AM

- Recap Day 2
- Additional Nodes
 - SQL Query
 - Additional Nodes

Day 3 – PM

- Technical Design of a ProcessFlow

Day 4 – ½ Day – Full Day

- Recap Workshop
- Answer questions and support where needed
- Practical Applications – next steps

PROJECT: Consulting Services-Lawson Upgrade
RFP NO.: 2016-124
Proposal Ranking Composite Score Sheet

Composite Proposal Score Sheet

	35 Point Questions	10 Point Questions	Composite Proposal Score Sheet							
			Pts	# Mmbrs	Max Pts	FIRM Ciber	FIRM AIC	FIRM Velocity	FIRM BISC	FIRM RPI
Outstanding	29 - 35	9 - 10								
Exceeds Acceptable	24 - 29	7 - 8								
Acceptable	17 - 23	5 - 6								
Marginal	0 - 17	0 - 4								
1. Evidence of Experience & References with Similar Projects (Appendix B) Consider experience and references listed by the firm/provider on Appendix B of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable)			10	9	90	77	68	51	48	56
2. Expertise of Firm/Provider Personnel (Appendix C) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Appendix C of the RFP. Also consider the specific involvement of those persons in projects listed on Appendix D of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)			10	9	90	72	72	46	50	55
3. Applicable Resources (Appendix A, B, C, and D) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Appendix A, B, C, and D of the RFP • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame			10	9	90	71	69	50	49	54
4. Project Approach (Appendix D) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Appendix D. • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere			35	9	315	220	215	150	174	179
5. Cost (Appendix E) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.			35	9	315	254	229	315	239	162
			100		900	694	653	612	560	506

Packet Information

File #: BILL NO. 16-169, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO.1 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO.1 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

The Lee's Summit Police Department is seeking approval of an agreement with the Summit Christian School to provide a School Resource Officer (SRO) to help enhance public safety efforts within Lee's Summit school districts.

The terms of the agreement provide that the Summit Christian School will reimburse the City the costs associated with assigning a full time Master Police Officer to the SRO position. The City will be reimbursed approximately \$76k for this service.

The assignment of an SRO would decrease the amount of available Police Officers for City operations and assignments. The proposed amendment would allow for the hiring of an additional Police Officer to 'backfill' the position created as a result of the SRO assignment. The reimbursement provided by the Summit Christian School will be used to fund the new Police Officer position. That funding would cover the salary, benefits, academy training, uniform, and equipment.

Proposed City Council Motion:

I move to recommend to the City Council approval of AN ORDINANCE APPROVING AMENDMENT NO.1 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

The Lee's Summit Police Department has a current sworn staff of 142 full time equivalents, of which, 6 have been assigned as SROs for the Lee's Summit R7 School District who provides reimbursement for their services. Each high school and middle school has an SRO assigned to each campus. In the past, Blue Springs School

District had an agreement in place with the city of Lee's Summit for an SRO at Delta Woods Middle School. That school district has since established its own Police Department and no longer requires the service from the Lee's Summit Police Department.

Summit Christian Academy approached the Lee's Summit Police Department in the spring of 2016 about posting an SRO on their campus. The Head of School and Board of Directors all shared growing concerns of campus security. Local and national news of school threats and violence spurred their decision to discuss having an SRO on campus. Following the discussion, Summit Christian Academy agreed to fund a SRO position for the school.

In return for the reimbursement, the SRO would be assigned full time to the Summit Christian Academy campus. The reimbursement would cover the cost of hiring a new officer (salary and benefits) as well as the cost of the academy training, uniforms, and equipment. The reduction of an officer would compromise the current operations and assignments of the Police Department. That is why the Police Department negotiated a 100% reimbursement in order to backfill the vacancy created.

Presenter: Police Chief Travis Forbes

Recommendation: Staff Recommends Approval

Committee Recommendation:

BILL NO. 16-169

AN ORDINANCE APPROVING AMENDMENT NO.1 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

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

WHEREAS, Section No. 2 of Ordinance No. 7894 approved the Police Department Budget, including authorized full time equivalents, which was attached to Ordinance No. 7894.

WHEREAS, the City Council of the City of Lee's Summit wishes to authorize an amendment to the approved full time equivalents for positions in the Police Department for the Fiscal Year ending June 30, 2017.

WHEREAS, the City Council wishes to appropriate funding for the additional full time equivalents

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

SECTION 1. That the Budget of the City of Lee's Summit, Missouri adopted by Ordinance No. 7894 by the City Council on June 16, 2016 be and hereby is amended to authorize one (1) full time equivalent positions (FTE's) for the position of Police Officer

SECTION 2. That the Summary for the Police Department budget as provided by Ordinance No. 7894 is hereby amended to reflect the above described change. The amended Summary being attached hereto as Exhibit A, be and the same is hereby approved.

SECTION 3. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, is hereby amended by increasing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2016-2017, in the manner shown below.

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Police Department	\$78,000	\$19,707,141

SECTION 4. All other provisions of Ordinance No. 7894 shall remain in full force and effect.

SECTION 5. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

BILL NO. 16-169

SECTION 6. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____day of _____, 2015.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this ____ day of _____, 2015.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations Jackie McCormick Heanue

Police

FY17 Budget Summary

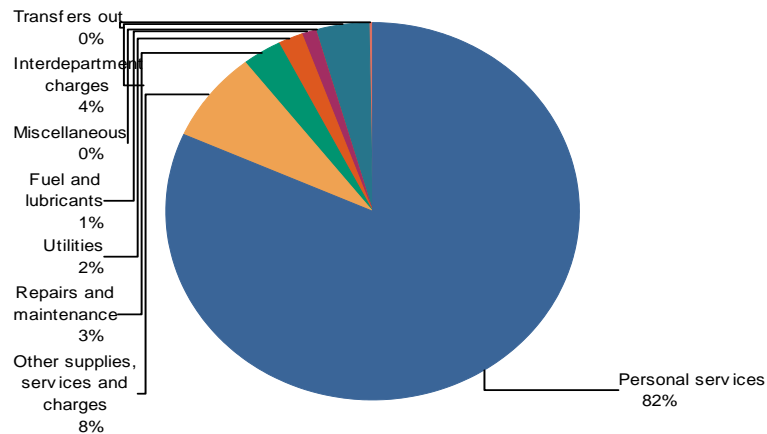
Expenses by Program and Services

Programs and Services	FY15 Actual	FY16 Budget	FY16 Projected	FY17 Requested	Difference FY16 Budget		Difference FY16 Projected	
					\$	%	\$	%
Department Administration	3,957,884	4,427,391	4,662,397	4,165,661	(261,730)	(6%)	(496,736)	(11%)
Support Services	2,481,934	2,580,888	2,616,843	2,735,388	154,499	6%	118,544	5%
Operations Division	8,183,302	8,227,478	8,131,172	8,232,569	5,091	0%	101,397	1%
Criminal Investigate Div	3,705,348	3,627,296	3,347,222	3,629,352	2,055	0%	282,130	8%
Animal Control	803,667	875,583	882,548	866,172	(9,411)	(1%)	(16,375)	(2%)
Department Totals	19,132,136	19,738,636	19,640,181	19,629,141	(109,495)	(1%)	(11,040)	(0%)

Expenses by Type

Expense Category	FY15 Actual	FY16 Budget	FY16 Projected	FY17 Requested	Difference FY16 Budget		Difference FY16 Projected	
					\$	%	\$	%
Personal services	15,748,547	16,055,857	16,051,473	16,033,312	(22,546)	(0%)	(18,161)	(0%)
Other supplies, services and charges	1,446,589	1,550,364	1,521,294	1,514,697	(35,667)	(2%)	(6,596)	(0%)
Repairs and maintenance	538,170	627,466	627,466	618,567	(8,899)	(1%)	(8,899)	(1%)
Utilities	310,278	341,592	341,592	350,202	8,610	3%	8,610	3%
Fuel and lubricants	239,029	310,813	245,813	239,013	(71,800)	(23%)	(6,800)	(3%)
Miscellaneous	20,551	24,070	24,070	24,070	0	0%	0	0%
Interdepartment charges	776,342	783,487	783,487	804,294	20,807	3%	20,807	3%
Transfers out	52,630	44,986	44,986	44,986	0	0%	0	0%
Department Totals	19,132,136	19,738,636	19,640,181	19,629,141	(109,495)	(1%)	(11,040)	(0%)

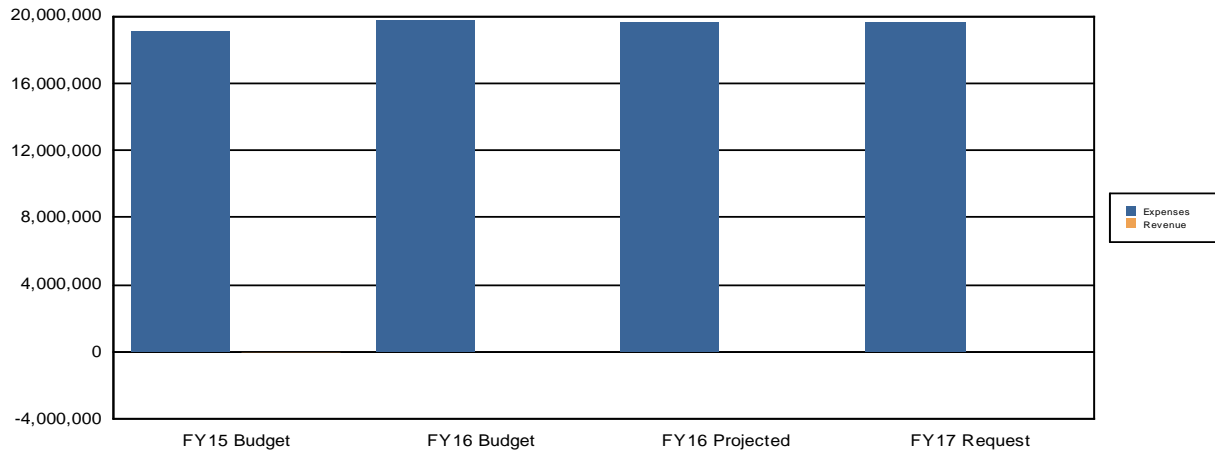
FY17 Expenses By Type



Full Time Equivalents (FTE)

Job Titles	FY15 Budget	FY16 Budget	FY17 Requested	Difference FY16	Amended Changes
Accreditation Coordinator	1.00	0.00	0.00	0.00	
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	16.00	14.00	-2.00	
Communications Supvr-Police	1.00	1.00	1.00	0.00	
Crime Scene Technician	1.00	1.00	1.00	0.00	
Custodian	2.00	0.00	0.00	0.00	
Detention Officer	9.00	7.50	7.50	0.00	
Evidence & Property Tech.	2.00	2.00	1.00	-1.00	
Facilities Maintenance Worker	1.00	1.00	1.00	0.00	
Lead Comm Specialist-Police	2.00	2.00	4.00	2.00	
Lead Detention Officer	1.00	3.00	3.00	0.00	
Manager, Information Mgmt.	1.00	0.00	0.00	0.00	
Master Police Officer	66.00	73.00	69.00	-4.00	
Mgr, Accreditation/Info Mgmt	0.00	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	2.00	1.00	1.00	0.00	
Police Major II	2.00	3.00	3.00	0.00	
Police Officer I	21.00	20.00	14.00	-6.00	15.00
Police Officer II	24.00	19.00	29.00	10.00	
Police Records Clerk	3.50	3.50	3.50	0.00	
Police Sergeant	0.00	19.00	19.00	0.00	
Police Sergeant I	5.00	0.00	0.00	0.00	
Police Sergeant II	14.00	0.00	0.00	0.00	
Police Services Officer	3.00	3.00	3.00	0.00	
Police Systems Manager	0.00	0.00	1.00	1.00	
Purchasing and Supply Officer	1.00	1.00	1.00	0.00	
Receptionist	1.00	1.00	0.00	-1.00	
Reserve Police Officer	0.50	0.00	0.00	0.00	
Secretary	2.50	2.50	3.50	1.00	
Shelter Attendant	4.50	4.50	4.50	0.00	
Technical Services Specialist	1.00	1.00	1.00	0.00	
Department Totals	204.00	202.00	202.00	0.00	

Total Budget



Report data refreshed 7/11/2016 6:41:35AM

Packet Information

File #: BILL NO. 16-170, **Version:** 2

AN ORDINANCE APPROVING AMENDMENT NO.2 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 WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2017 FROM THE GENERAL FUND RESERVE BALANCE.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO.2 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 WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2017 FROM THE GENERAL FUND RESERVE BALANCE.

Key Issues:

The proposed budget amendment would authorize funding for a compensation study. Compensation and benefit amounts are a primary factor that helps the City attract and retain a qualified and professional workforce. The proposed study would provide the City with information regarding the competitiveness of our compensation and benefit programs relative to the 'market' and our comparators.

As part of the study, the City Council will be asked to consider a compensation philosophy. The compensation philosophy should be a City Council/Management tool that strategically establishes a target level of competitiveness to market for all city positions, prioritizes goals for total compensation, and guides administration of pay and benefit practices. With input and feedback from the City Council, the City will ultimately seek to adopt a compensation policy to serve as the City's official guidelines to manage the delivery of compensation and benefits.

Following the creation of the compensation philosophy, the compensation study will provide a review of the existing compensation and classification plan to identify market equity position or competitiveness position, recommend compensation/benefit changes based on current compensation and classification structure, and recommend compensation/benefit changes based on the outcome of compensation philosophy discussion.

Regularly reviewing compensation and benefit amounts is a healthy practice and is recommended by many professional organizations. As an example, the Commission of Fire Accreditation International (CFAI) has recommended, as part of the accreditation efforts of the Fire Department, that the *"City and agency review the existing firefighter compensation package comparing it to similar agencies to ensure those benefits are such as to retain a tenured workforce."*

Funding for this study is requested from the General Fund reserve balance and has an expected cost of approximately \$250,000.

Proposed City Council Motion:

I move to recommend to City Council AN ORDINANCE APPROVING AMENDMENT NO.2 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 WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2017 FROM THE GENERAL FUND RESERVE BALANCE.

Background:

The City has conducted 2 compensation studies during the last 10 year period (Higbee 2006 & Evergreen 2011). The City also regularly reviews wages and benefits for 3 collective bargaining groups (International Association of Fire Fighters, Fraternal Order of Police, and the International Association of Machinists and Aerospace Workers). Including the Parks Department, the City has 315 unique positions and approximately 767 full time equivalents (FTE). The City currently has 24 unique pay scales, or ranges, and includes executive leadership positions, department director positions, managers, supervisors, and field personnel.

Presenter: City Manager Steve Arbo

Recommendation: Staff Recommends Approval

Committee Recommendation: N/A

BILL NO. 16-170

AN ORDINANCE APPROVING AMENDMENT NO.2 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 WITH FUNDS TO BE BUDGETED FOR AND PAYMENT TO BE ISSUED IN FY2017 FROM THE GENERAL FUND RESERVE BALANCE.

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, the City Council of the City of Lee's Summit wishes to authorize and fund a compensation study for all full time employees to determine market competitiveness; and,

WHEREAS, the City Council wishes to appropriate funding for this study from the general fund unallocated reserve balance.

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

SECTION 1. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, is hereby amended by increasing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2016-2017, in the manner shown below.

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Administration	\$250,000	\$4,057,101

SECTION 2. All other provisions of Ordinance No. 7894 shall remain in full force and effect.

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 _____, 2016.

Mayor *Randall L. Rhoads*

BILL NO. 16-170

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Jackie McCormick Heanue*

Packet Information

File #: 2016-0444, **Version:** 1

Discussion of Performance and Financial Audits

Issue/Request:

Determine the scope of work for a special operational audit regarding the city's procurement processes.

Key Issues:

Proposed City Council Motion:

Background:

The Finance and Budget Committee discussed the type of audit that was to be performed at the August 1, committee meeting but could not reach agreement regarding whether to prepare a Request for Proposal for Operational Audit Services or submit a scope of services to the current Financial Auditor, Rubin Brown LLC.

Impact/Analysis:

A scope of services with the current financial auditor could be approved and work initiated within two weeks.

A separate RFP would most likely not award a contract for services for 60 to 90 days with work to commence some time after award.

Timeline:

Start:

Finish:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Conrad Lamb

Recommendation: The Finance and Budget Committee did not have agreement regarding whether a scope of work could be submitted to the Forensics division of the City's Financial Auditor's Rubin Brown, LLC or if a separate Request for Proposals should be sent out for all qualified firms to respond to.

Committee Recommendation: .

Difference between Performance, Operational-Compliance Audit and Financial Audit

- **Financial** audit focuses on the accuracy and correctness of accounts.
- **Operational** audit focuses on compliance with procedures and regulations.
- **Performance** audit focuses on efficiency measurements.

Financial and operational audits are different in both their purpose and how they should be performed. These two types of audits require the use of completely different skills, knowledge and experience.

Financial audit is a routine job where attention is more on figures. It does not focus on any specific problem.

Performance audit, on the other hand focuses on problems and the process of identification of its causes, where the attention is more on people, and other resources.

Financial audits are carried out in order to form an independent and objective judgment of the reliability and integrity of the business's financial condition.

Financial statements should be prepared in accordance with the relevant accounting standards as applicable to the entity.

Statements about past performance should be fair, accurate, complete and reliable.

A financial audit provides a way to assess whether the business's financial statements satisfy these requirements.

A financial audit also looks into the past performance of the company, and examines if financial information has been properly recorded, as well as whether there is sufficient evidence to support the numbers.

This type of audit might be performed on a set of financial statements, a single account on the trial balance or a particular financial process. Examples of what a financial audit may cover include:

Asset management	Travel expenditure
Payroll	Income and expenditure
Budgeting and forecasting process	Accounts payable

In order to perform a financial audit effectively, the auditor must be familiar with the generally accepted accounting practices in the industry, as well as the underlying principles of the accounting framework.

Operational audits

As the name suggests, an operational audit is concerned with how the whole or parts of the organization performed in a predetermined period, from an operational point of view. Unlike financial audits, the main concerns of an operational audit are the efficiency and effectiveness of the activities that were carried out in the course of doing business.

The types of activities that might be audited vary between businesses, but some examples of processes that are common to many companies include Purchasing, receiving.

An operational audit is an evaluation of *specific activities* within a business and how they have contributed to the function of the company. It also provides assurance about the business's key performance indicators.

While an operational isn't necessary, an effective operational audit requires a professional with experience in the industry and the ability to understand business processes.

Packet Information

File #: 2016-0464, **Version:** 1

Discussion of Public Safety Communication System and Facility Funding Options

Issue/Request:

The city needs to upgrade its Public Safety Communications system to comply with FCC requirements and interoperability issues outside of Lee's Summit.

Additional improvements to the radio system are needed to meet the federal narrowbanding mandate deadline. Interoperability issues and coverage outside of Lee's Summit remain and future narrowbanding regulations are pending from FCC.

Fire Station Number 3 located at Pryor Rd and 3rd Street is over 40 years old and is not constructed to adequately staff and house required equipment.

The City has capacity to issue additional "No Tax Increase General Obligation bonds" with voter approval.

Ballot questions placed on General Election dates require a four-sevenths majority approval and are needed to be submitted to the Election Commission approximately two months prior to the election.

Key Issues:

On November 11, 2015 the Police and Fire departments made separate presentations regarding the status of Public Safety Communications System and Fire Station Number 3.

Fire Station 3 located at Pryor and 3rd Street, is 45 years old and was originally built to house one firefighter at the westernmost city limits. Today a minimum of three personnel are assigned to staff a pumper at the station.

Proposed City Council Motion:

N/A

Background:

The purpose of this agenda item is determine if the Council is supportive of pursuing a bond election for the public safety upgrades and to determine when bond election should be scheduled.

Impact/Analysis:

N/A

Presenter: City Manager Steve Arbo

City Council Information Form



DATE: 11/05/2015
ASSIGNED STAFF: Teresa Treece
DEPARTMENT: Police Department

TYPE OF FORM: Presentation

Form No.: 5108

APPROVALS:

dept:
98513
10/30/2015

ISSUE/REQUEST:

Regional Radio System Integration

KEY ISSUES:

- In 2010, a no tax increase bond was passed, which upgraded the radio system to meet the federal narrowbanding mandate deadline
- We are still operating on a conventional UHF/VHF system
- We experience interoperability issues and coverage outside of Lee's Summit
- Future narrowbanding regulations pending from FCC

PROPOSED COMMITTEE MOTION:

PROPOSED CITY COUNCIL MOTION:

BACKGROUND:(including location, programs/departments affected, and process issues)

1. 2008 - Notified City radio system did not meet the federal mandate for narrow banding from 25 mhz to 12.5 mhz.
2. 2009 - Radio Feasibility Study was conducted - narrowbanding required
3. 2010 Bond Election
4. 2010-2012 - Bids, Agreements/Contracts, and Upgrades Completed
5. Met the January 1, 2013 federal mandate for narrow banding

IMPACT/ANALYSIS:

TIMELINE

Start:

Finish:

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION

OTHER BOARDS AND COMMISSIONS ASSIGNED: Not Applicable

DATE:

ACTION:

COUNCIL COMMITTEE ASSIGNED: Not Applicable

DATE:

ACTION:

List of Reference Documents Attached

1. Presentation

City of Lee's Summit

REGIONAL RADIO SYSTEM INTEGRATION



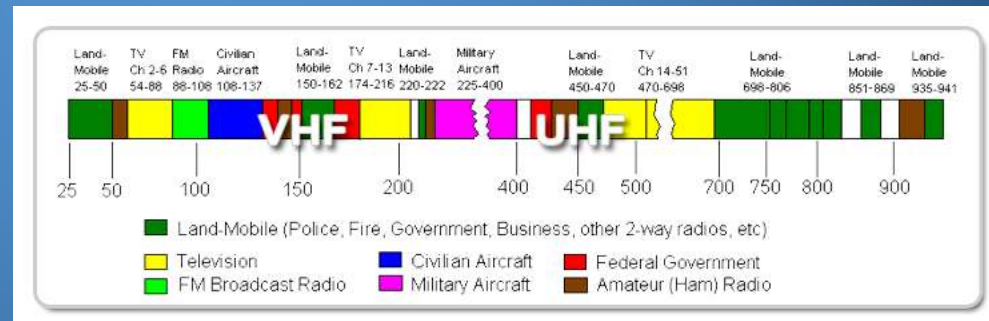
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Current City Radio System

- Conventional UHF/VHF system
- Managed in-house for decades
- 2009 Tusa Consulting Study



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2010 Bond Issue

- Police training facility
- Radio improvements



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Bond Issue Fixes

- Issues identified and repaired
 - Radio reliability (partial)
 - Mutual aid (partial)
 - Unit/emergency identification (partial)
 - Maintenance plan



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Bond Issue Fixes

- Issues identified and repaired
 - FCC licensing
 - Grounding/equipment
 - Single point of failure/redundancy (partial)
 - 2013 narrowbanding deadline (partial; non-digital)
 - Partial useable infrastructure



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Concerns Today

- Concerns
 - Interoperability
 - Coverage outside of Lee's Summit
 - Redundancy
 - Further narrowbanding from FCC pending
 - City-wide integrated system
 - "Island"



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MARRS

- Metropolitan
- Area
- Regional
- Radio
- System



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History

- Conceived in 2006-7
- Perfect storm
 - New systems Independence and Johnson County
 - Kansas City and others rebanding



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“System of Systems”

- Build one system for the region
- Estimated costs \$80 to \$100 million
- Ownership issues



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“System of Systems”

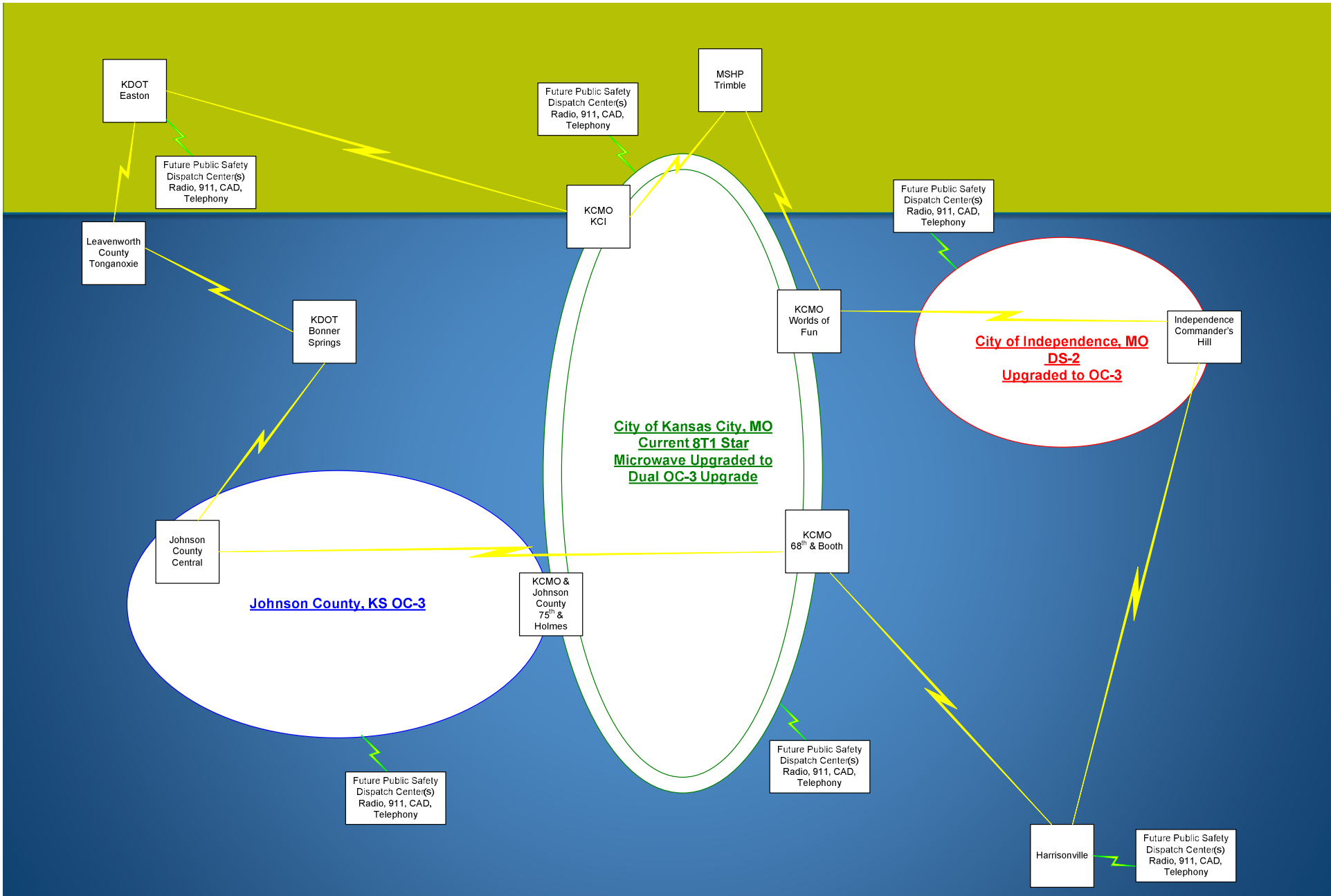
- Host agencies and User agencies
- Master site controllers
- Hub and Spoke
- Independent operations
- Cost reductions



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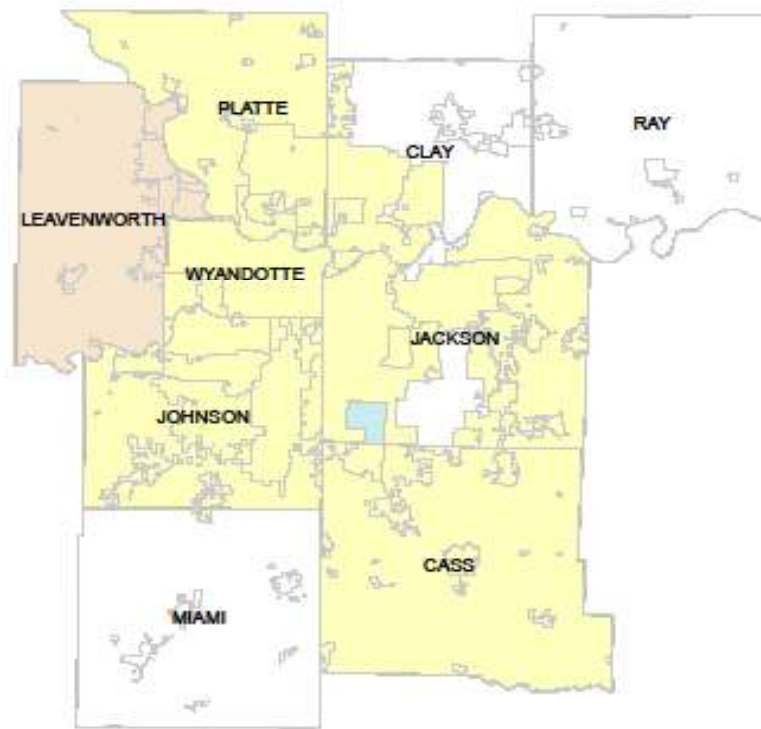


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MARRS Agencies



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Governance

- Memorandum of Understanding
 - MARC
 - Kansas City
 - Johnson County
 - Independence



Radio Equipment



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Interoperability

- 28,000 radios can operate on MARRS
- 14 Regional Common Talk groups
- Operational rules
- No encryption on common talk groups
- Ability to communicate with MO state network

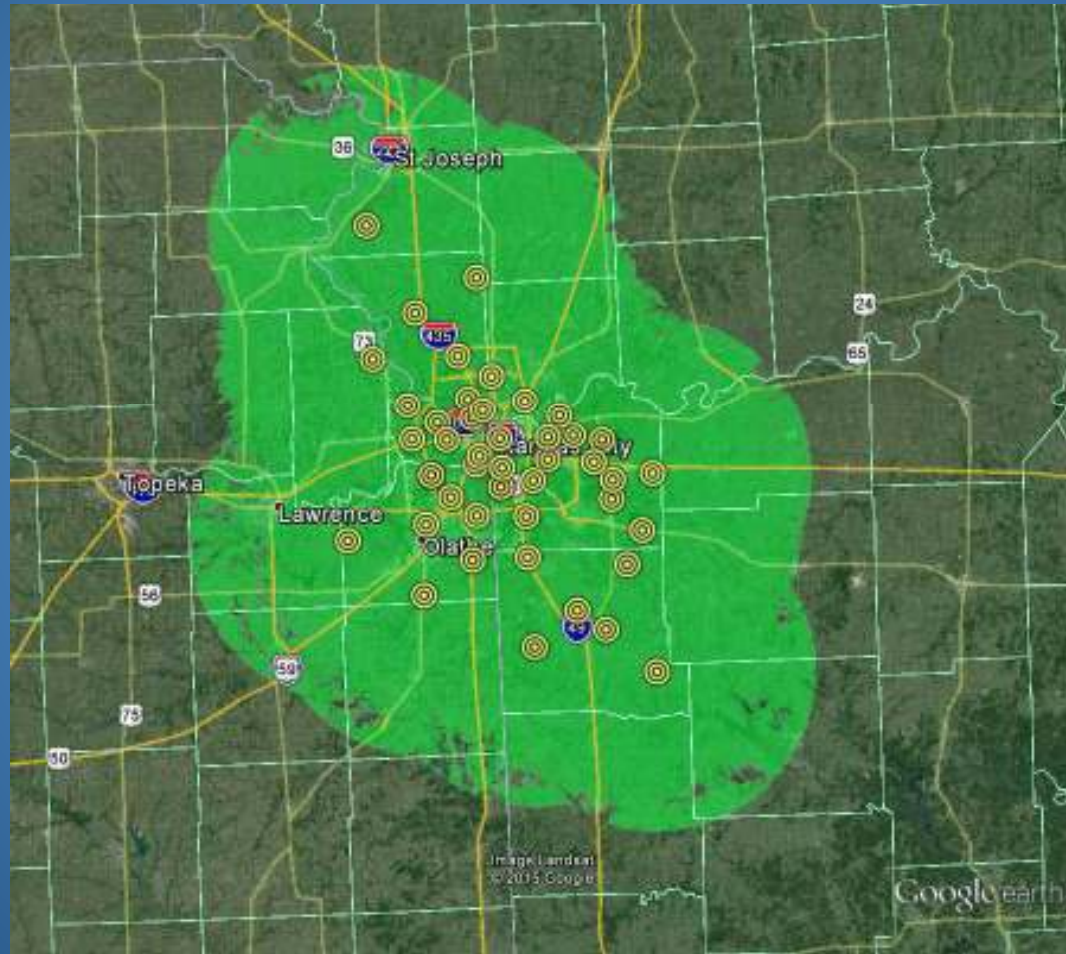


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MARRS mobile

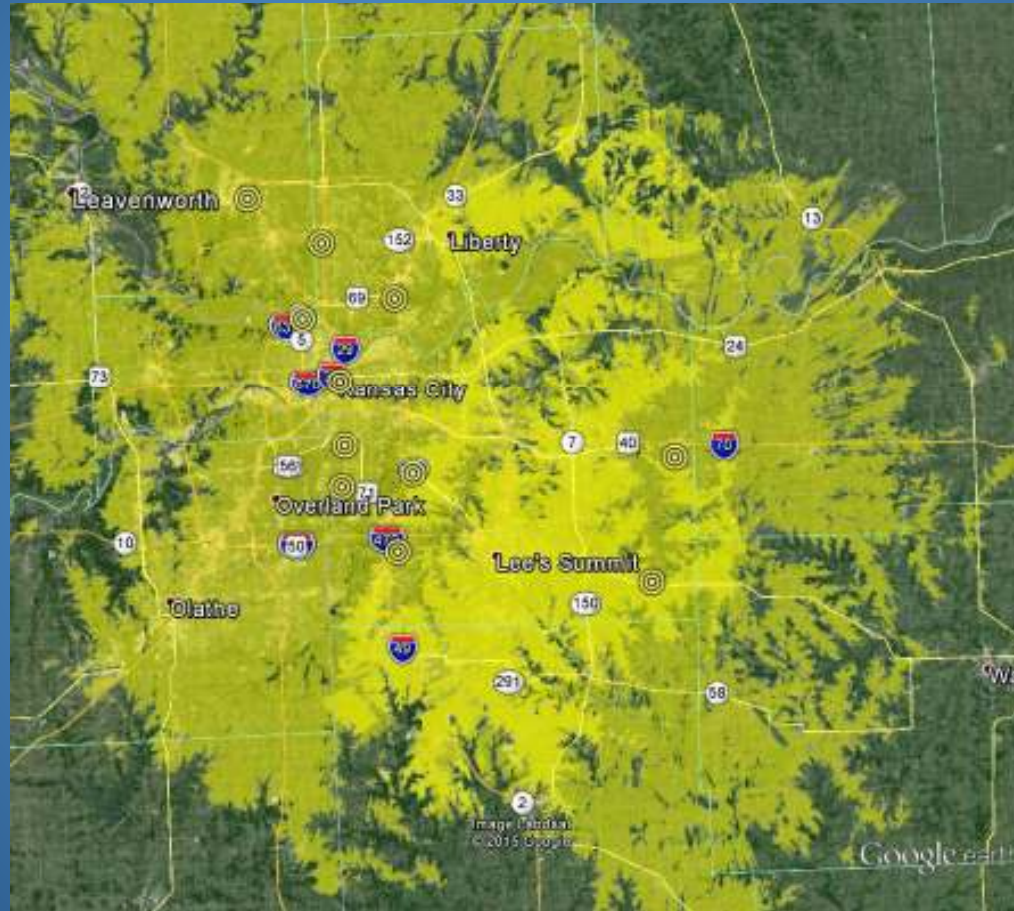


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MARRS Outdoor Portable

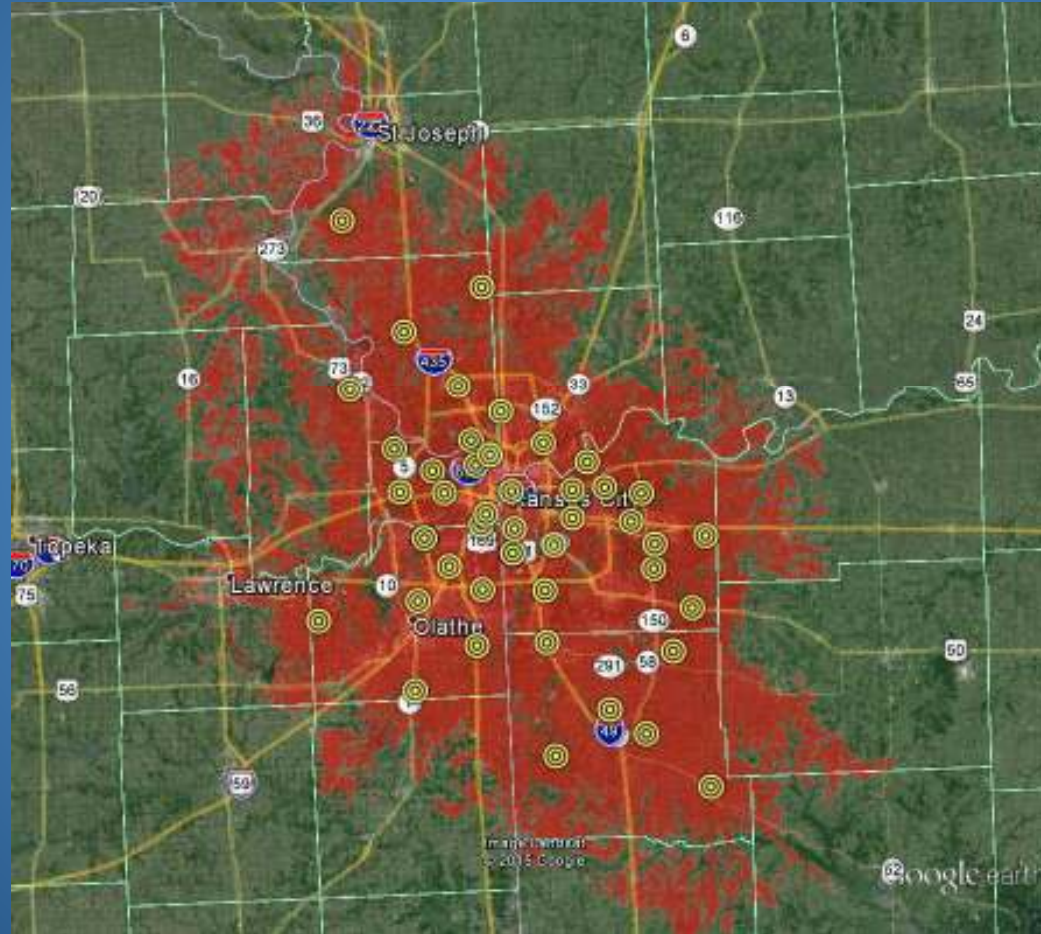


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MARRS (In Building)

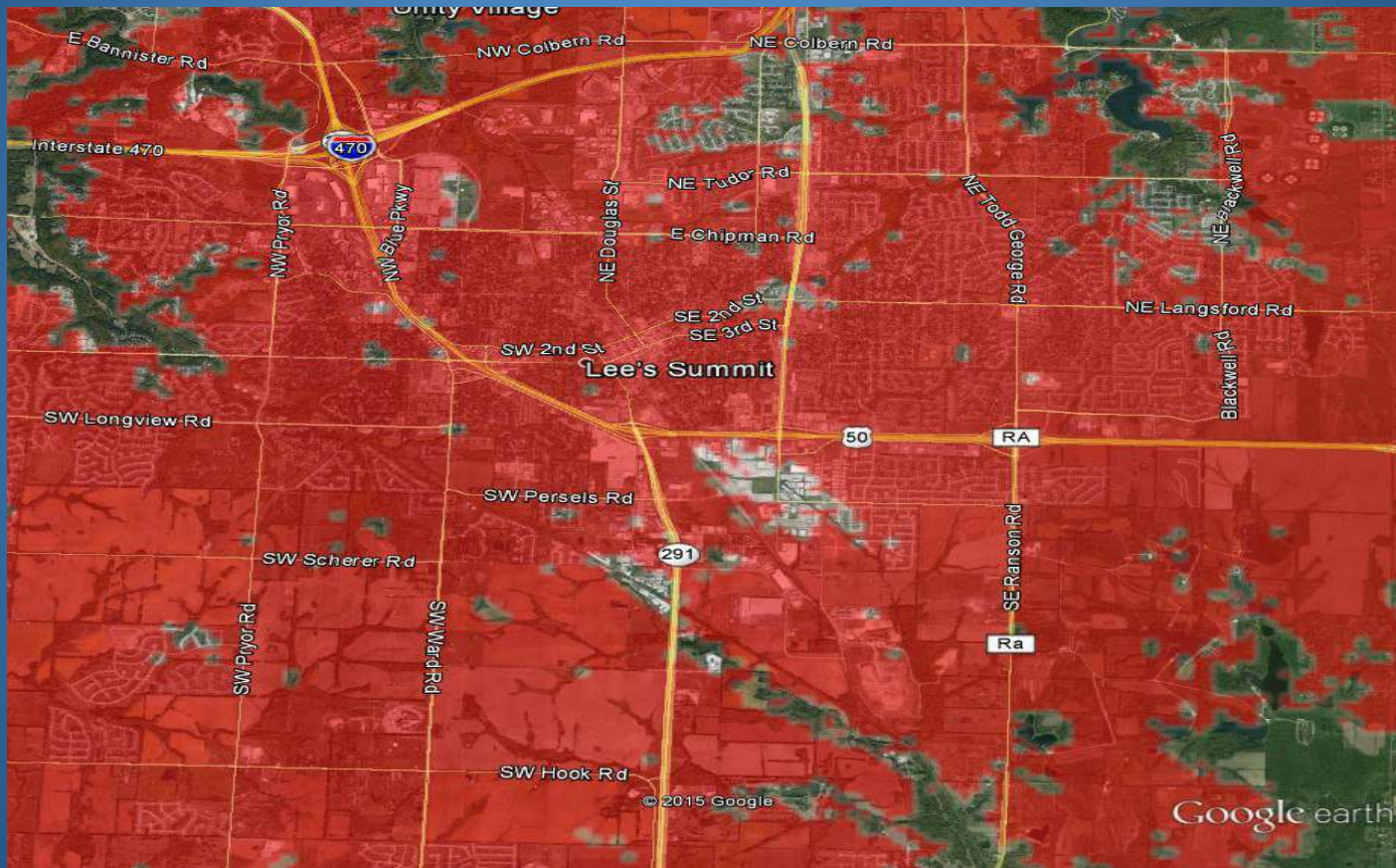


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Lee's Summit (In Building)



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Recommendations

- Joining MARRS allows
 - Improved interoperability metro and state-wide
 - Increased personnel safety
 - Redundancy
 - Compliance with narrowbanding



Recommendations

- Joining MARRS allows
 - Capitalization of regional partnerships
 - City-wide radio system
 - Vastly improved coverage
- Estimated cost: \$6.5 - \$7.5 million



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City of Lee's Summit

- Questions?



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City Council Information Form



DATE: 11/05/2015
ASSIGNED STAFF: Rick Poeschl
DEPARTMENT: Fire Department

TYPE OF FORM: Presentation

Form No.: 5113

APPROVALS:

None

ISSUE/REQUEST:

A presentation on the proposed replacement of Fire Station 3, 210 SW Pryor Road.

KEY ISSUES:

Fire Station 3 is 45 years old and was originally built to house one firefighter at the western-most city limits. We currently assign a minimum of three personnel to staff a pumper at the station. Data obtained from our recently completed Standards of Cover document shows an existing high demand for fire department services in this area. Planned future development in this district will only increase service demand from this station. The building is outdated and is not large enough to properly house three personnel, let alone five, if an ambulance is moved into the station. The station also lacks the proper facilities to house for mixed-gender crews. A modern, larger station is needed to properly serve the citizens of the area, and provide a safe and functional work area for our personnel. A determination needs to be made as to whether the station could be re-built on the same land, which has many challenges due to size and topography, or if the purchase of new land in the area would be advantageous.

PROPOSED CITY COUNCIL MOTION:

BACKGROUND:(including location, programs/departments affected, and process issues)

- Fire Station 3 was built in 1970 and was originally intended for one person to staff a pumper at the western-most limits of the city.

-The station currently houses a minimum of three personnel that staff one pumper.

-The station is worn, outdated, and does not provide facilities for mixed-gender crews.

-A recently completed Standard of Cover study section referencing response times shows that moving an ambulance from Station 7 to Station 3 would better serve the citizens. Moving Rescue 7 to Station 3 cannot be accomplished with the current size and condition of Station 3.

-The Standard of Cover also shows the Pryor Road corridor between 3rd Street and Chipman to be the best possible location for Station 3.

-An analysis needs to be completed on whether to rebuild on the same land, which has size and topography challenges, or whether new land could be acquired in the Pryor Road corridor.

IMPACT/ANALYSIS:

-Funding and timing for the project needs to be determined.

TIMELINE

Start:

Finish:

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION

OTHER BOARDS AND COMMISSIONS ASSIGNED: Not Applicable

DATE:

ACTION:

COUNCIL COMMITTEE ASSIGNED: Not Applicable

DATE:

ACTION:

List of Reference Documents Attached

1. Presentation



Station 3 Replacement

Located At
210 SW Pryor Rd

What We'll Discuss

- Station 3 History
- Station 3 Site and Building Information
- Standard of Cover Response Map
- New Building Needs



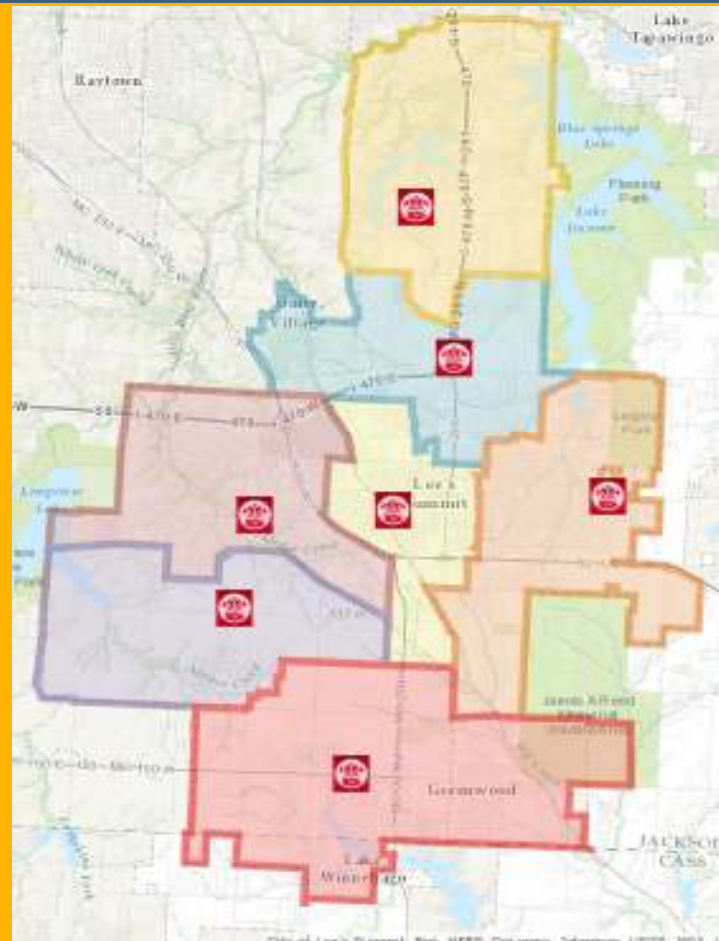
Introduction

- Built in 1970 on 0.675 acres
- Originally housed one personnel



Service and Access

- Station 3 provides service to the west and southwest sectors
- Access to the station is from Pryor Rd
 - 2012 Average daily vehicular traffic counts were 14,429



Site Information

- Approximately 30,000 square foot of area
 - Landscape is 13,700 sq ft
 - Paving is 13,600 sq ft
 - Building Footprint is 2,600 sq ft



Building

- Provides space for 1.5 apparatus bays and 5 personnel
- Apparatus Bays are a total of 1,390 sq ft
 - 1165 sq ft for apparatus
 - 225 sq ft for gear storage, hose dryer, work bench and fitness use



Living Quarters

- 786 sq ft for 5 personnel max
- Usually staff 3 for room issues – cramped quarters



Bunk Room



Captain's Quarters

Dayroom

- Dayroom and kitchen/dining room are one very small open area
- Compromises individual use of each space



Bunk Area

- Dormitory Style



- Does not provide station personnel with privacy or gender accommodations
- Equipment storage in bunk area

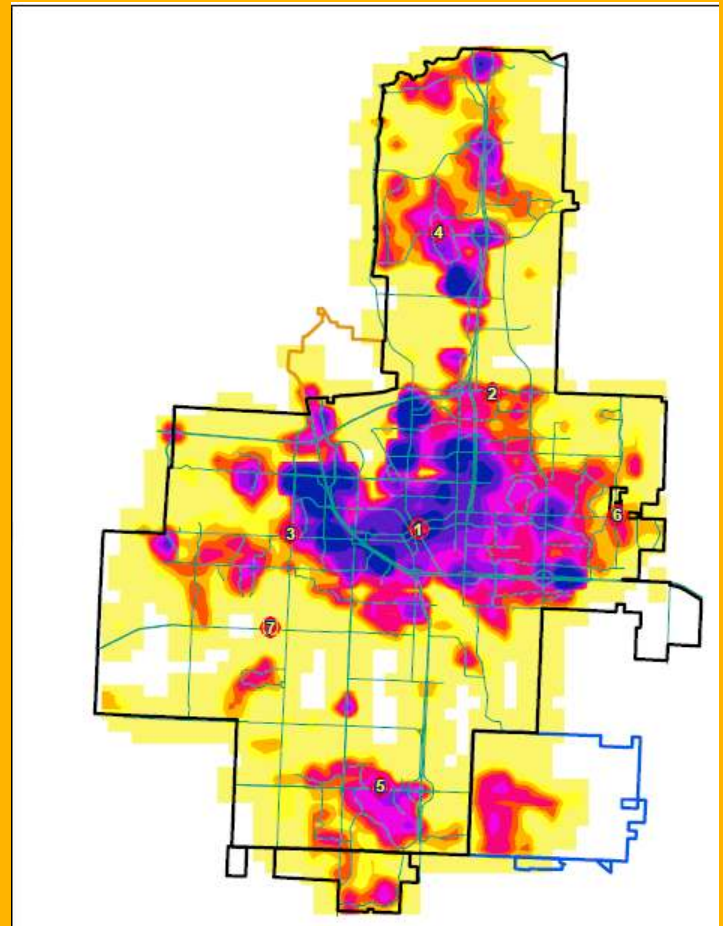
Lockers

- Located in shower/bath area
- Only one window that does not provide for fresh air cross ventilation
- Lockers are half-high painted wood
- Wet environment
- No gender separation



Future

- Standard of Cover Document:
 - Good location for current coverage of District #3
 - Thermal density for all demand 2012-2014
 - Future growth in I-470 corridor requires possible move further north.



Current Site Improvements Needed

- Purchase adjacent land
- Relocate main access to 3rd Street
 - Will help with building layout on the site
- Challenges with topography elevations, flood plain restrictions, and traffic flow



New Building Needs

- Staffing 6 – 8 personnel
- Separation of sleeping quarters and shower/bathroom facilities for mixed gender privacy accommodations
- Captain's office
- Training room
- Separate biohazard cleaning area
- Stage a Pumper/Truck, Ambulance, and Utility Vehicle (or future expansion)



City Council Information Form



DATE: 08/05/2016

ASSIGNED STAFF: Conrad Lamb

DEPARTMENT: Finance Department

TYPE OF FORM: Presentation

Form No.: 5152

APPROVALS:

None

ISSUE/REQUEST:

Review of General Obligation No Tax Increase Debt Capacity.

KEY ISSUES:

Two Public Safety Capital Projects were recently presented to the City Council totaling approximately \$13 million. In addition to this, the Council has also reviewed a presentation on Stormwater needs.

The City's summary of existing debt and debt capacity has been revised to reflect the upcoming sale of \$14 million in authorized but unissued debt to determine what amount could be voted without an increase in the debt levy.

PROPOSED CITY COUNCIL MOTION:

BACKGROUND:*(including location, programs/departments affected, and process issues)*

The City has identified two Public Safety Capital Projects; replacement of Fire Station No. 3 (approximately \$5 million) and replacement of the city's radio communication system (\$8 million), which could be financed with the issuance of General Obligation bonds without increasing the city's tax levy.

IMPACT/ANALYSIS:

By scheduling the debt repayment for the radio system over ten years and the fire station over twenty years, the no tax increase capacity would be consumed through 2027.

TIMELINE

Start:

Finish:

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION

Staff recommends utilization of the No Tax Increase Bond question for an amount up to \$14 million.

OTHER BOARDS AND COMMISSIONS ASSIGNED: Not Applicable

DATE:

ACTION:

COUNCIL COMMITTEE ASSIGNED: Finance Committee

DATE: 02/01/2016

ACTION:

List of Reference Documents Attached

1. 2016 Debt Tax Capacity

**Principal and Interest Schedule
2016A General Obligation Bond**

Date	GO Bonds 2011, 2013A, 2013B, 2013C and 2015A		Current GO Bond Service	2016A Bond		2016A Debt Service	2016B G O Principal Police-Fire	2016B GO Interest	2016B Debt Service	2016C GO Bond Principal Stormwater	2016 C GO Bond Interest	2016C GO Bond Debt Service	Current Debt Service	Potential + Authorized but Unissued	Total Annual Debt Service	Additional Annual Capacity	Net Present Value 5%	Debt Levy * Assessed 0.004697 1.005
	Principal	Interest		Principal	Interest													
4/1/2016	5,140,000	1,354,975	6,494,975	2,600,000	58,976	2,658,976						-	9,153,951	-	9,153,951	(954,227)	(908,788)	8,199,723
4/1/2017	5,295,000	1,270,150	6,565,150	1,275,000	363,750	1,638,750						-	8,203,900	-	8,203,900	(4,177)	(912,576)	8,240,722
4/1/2018	3,545,000	1,087,300	4,632,300	1,800,000	300,000	2,100,000						-	6,732,300	-	6,732,300	1,467,423	355,039	8,281,926
4/1/2019	3,690,000	975,300	4,665,300	1,800,000	210,000	2,010,000						-	6,675,300	-	6,675,300	1,524,423	1,609,186	8,323,335
4/1/2020	3,040,000	821,200	3,861,200	900,000	138,000	1,038,000						-	4,899,200	-	4,899,200	3,300,523	4,195,232	8,364,952
4/1/2021	2,780,000	699,600	3,479,600	600,000	120,000	720,000						-	4,199,600	-	4,199,600	4,000,123	7,180,186	8,406,777
4/1/2022	2,380,000	592,200	2,972,200	600,000	108,000	708,000						-	3,680,200	-	3,680,200	4,519,523	10,392,127	8,448,810
4/1/2023	2,445,000	505,750	2,950,750	600,000	96,000	696,000						-	3,646,750	-	3,646,750	4,552,973	13,473,758	8,491,054
4/1/2024	2,645,000	417,000	3,062,000	600,000	85,500	685,500						-	3,747,500	-	3,747,500	4,452,223	16,343,701	8,533,510
4/1/2025	2,705,000	337,650	3,042,650	600,000	73,500	673,500						-	3,716,150	-	3,716,150	4,483,573	19,096,226	8,576,177
4/1/2026	2,775,000	256,500	3,031,500	600,000	61,500	661,500						-	3,693,000	-	3,693,000	4,506,723	21,731,214	8,619,058
4/1/2027	2,850,000	172,250	3,022,250	600,000	49,500	649,500						-	3,671,750	-	3,671,750	4,527,973	24,252,559	8,662,153
4/1/2028	2,925,000	87,750	3,012,750	600,000	37,500	637,500						-	3,650,250	-	3,650,250	4,549,473	26,665,241	8,705,464
4/1/2029				900,000	22,500	922,500							922,500	-	922,500	7,277,223	30,340,734	8,748,992
4/1/2030					-	-							-	-	-	8,199,723	34,284,941	8,792,737
4/1/2031					-	-							-	-	-	8,199,723	38,041,328	8,836,700
4/1/2032					-	-							-	-	-	8,199,723	41,618,841	8,880,884
4/1/2033					-	-							-	-	-	8,199,723	45,025,995	8,925,288
4/1/2034					-	-							-	-	-	8,199,723	48,270,904	8,969,915
4/1/2035					-	-							-	-	-	8,199,723	51,361,293	9,014,764
4/1/2036																		
	42,215,000	8,577,625	50,792,625	14,075,000	1,724,726	15,799,726	-	-	-	-	-	-	66,592,351	-	66,592,351	97,402,115		
	Debt Service Fund Taxes			8,200,000														

Note 1 Interest for new bonds figured at 3.0%