



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

Monday, February 6, 2017

4:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS
5. BUSINESS
 - A. [2017-0911](#) APPROVAL OF ACTION LETTER FROM 1-9-17
 - B. [TMP-0390](#) AN ORDINANCE AUTHORIZING THE ACQUISITION OF CONSULTING SERVICES FROM TUSA CONSULTING SERVICES FOR THE PURPOSE OF JOINING THE METROPOLITAN AREA REGIONAL RADIO SYSTEM (MARRS) THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF MID AMERICA REGIONAL COUNCIL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Major Mark Taylor
 - C. [TMP-0383](#) AN ORDINANCE APPROVING THE 2017 USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter: Joe Snook, Assistant Director of Parks and Recreation

- D. [TMP-0394](#) AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES.

Presenter: Presenter: Denise Kelly, Director of Human Resources

- E. [TMP-0392](#) AN ORDINANCE APPROVING AMENDMENT NO. 8 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES FOR THE CITY OF LEE'S SUMMIT, MISSOURI

Presenter: Presenter: Jack Feldman

- F. [TMP-0391](#) AN ORDINANCE APPROVING AMENDMENT NO. 9 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI

Presenter: Presenter: Nick Edwards, Director of Administration

- G. [2017-0931](#) PRESENTATION OF THE YEAR-END BUDGET PROJECTIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

Presenter: Presenter: Jack Feldman

- H. [2017-0933](#) PRESENTATION OF THE DECEMBER GENERAL FUND FINANCIAL DASHBOARDS

Presenter: Presenter: Jack Feldman

- I. [2017-0934](#) AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND BUDGET REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter: Christal Kliewer Weber, Assistant City Manager

- J. [2017-0927](#) Tax Incentive Projects and Governmental Accounting Standards Board Statement 77 Information

Presenter: Presenter: Conrad E. Lamb

6. ROUNDTABLE
7. ADJOURNMENT

Next Meeting: March 6, 2017 4:00 p.m.

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



Packet Information

File #: 2017-0911, **Version:** 2

APPROVAL OF ACTION LETTER FROM 1-9-17



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

Monday, January 9, 2017

4:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER

2. ROLL CALL

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

Absent: 2 - Councilmember Craig Faith
Alternate Rob Binney

3. APPROVAL OF AGENDA

The agenda was approved.

4. PUBLIC COMMENTS

5. BUSINESS

A. [2016-0792](#) APPROVAL OF ACTION LETTER FROM 12-5-16

ACTION: A motion was made by Vice Chair Seif, seconded by Councilmember Forte, that the Action Letter be approved. The motion carried by unanimous vote.

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

Finance and Budget Committee

Action Letter

January 9, 2017

- B. [BILL NO. 17-18](#) AN ORDINANCE APPROVING THE DUAL AWARD OF BID NO. 2017-055 FOR A ONE YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR THE PROCUREMENT AND SERVICE OF HANKOOK AND CONTINENTAL/GENERAL TIRES TO ANCHOR SALES & SERVICE, (CONTRACT NO. 2017-055-01) AND DLS TIRE CENTERS, INC. (CONTRACT NO. 2017-055-02) BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI. (F&BC 1-9-17)

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

Presenter: Presenter: Mark Stinson Fleet Manager

This Ordinance was recommended by Councilmember Forte, second by Councilmember Seif for approval to the City Council - Regular Session due back on 1/19/2017. The vote was unanimous.

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

- C. [BILL NO. 17-19](#) AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE HENRY COUNTY DETENTION CENTER, AN AGENCY OF HENRY COUNTY, MISSOURI, FOR THE OFFSITE HOUSING OF PRISONERS. (F&BC 1-9-17)

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

Presenter: Presenter: Major Curt Mansell

By motion by Councilmember Forte and second by Vice Chair Seif, this Ordinance was recommended for approval to the City Council - Regular Session due back on 1/19/2017. The vote was unanimous.

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

Finance and Budget Committee

Action Letter

January 9, 2017

- D. [BILL NO.](#) AN ORDINANCE AUTHORIZING EXECUTION OF AN
[17-20](#) INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
LEE'S SUMMIT, MISSOURI AND THE CALDWELL COUNTY DETENTION
CENTER, AN AGENCY OF CALDWELL COUNTY, MISSOURI, FOR THE
OFFSITE HOUSING OF PRISONERS. (F&BC 1-9-17)

Recommendation: Recommendation:

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

Presenter: Presenter: Major Curt Mansell

On motion by Vice Chair Seif, second by Councilmember Forte, this Ordinance was recommended for approval to the City Council - Regular Session due back on 1/19/2017. The vote was unanimous.

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

- E. [BILL NO.](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-014 FOR
[17-22](#) WASTE REMOVAL AND RECYCLING SERVICES TO TOWN AND COUNTRY
DISPOSAL, LLC BASED ON ATTACHED BID TABULATION AND
AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE
CONTRACT NO. 2017-014 FOR THE SAME BY AND ON BEHALF OF THE
CITY OF LEES SUMMIT MISSOURI. (F&BC 1-9-17)

Recommendation: Recommendation:

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

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

On motion by Councilmember Forte, second by Vice Chair Seif this Ordinance was recommended for approval to the City Council - Regular Session due back on 1/19/2017. The vote was:

Aye: 2 - Chairperson Carlyle
Councilmember Forte

Nay: 1 - Vice Chair Seif

Absent: 2 - Councilmember Faith
Alternate Binney

Finance and Budget Committee

Action Letter

January 9, 2017

- F. [BILL NO. 17-21](#) AN ORDINANCE APPROVING EXTENSION NO. 2 TO CONTRACT NO. 2011-142/4R BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND TOWN & COUNTRY DISPOSAL, LLC TO EXTEND CURRENT CONTRACT SERVICES AND PRICING FOR WASTE REMOVAL AND RECYCLING SERVICES THROUGH JUNE 30, 2017. (F&BC 1-9-17)

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

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

On motion by Councilmember Forte, second by Vice Chair Seif, this Ordinance was recommended for approval to the City Council - Regular Session due back on 1/19/2017. The vote was:

Aye: 2 - Chairperson Carlyle
Councilmember Forte

Nay: 1 - Vice Chair Seif

Absent: 2 - Councilmember Faith
Alternate Binney

- G. [2016-0843](#) Presentation of the October and November General Fund Financial Dashboards (F&BC 1-9-17)

Recommendation: Recommendation: This was a presentation only.

Presenter: Presenter: Jack Feldman

This was a presentation only.

- H. [BILL NO. 17-23](#) AN ORDINANCE APPROVING AMENDMENT NO. 7 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE POLICE DEPARTMENT AND MUNICIPAL COURT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 1-9-17)

Recommendation: Recommendation: Staff recommends approval

Presenter: Presenter: Nick Edwards

On motion by Vice Chair Seif, second by Councilmember Forte, this Ordinance was recommended for approval to the City Council - Regular Session due back on 1/19/2017. The vote was unanimous.

Aye: 3 - Chairperson Carlyle
Vice Chair Seif
Councilmember Forte

Absent: 2 - Councilmember Faith
Alternate Binney

6. ROUNDTABLE
7. ADJOURNMENT

Meeting was adjourned at 4:50 p.m.

Finance and Budget Committee

Action Letter

January 9, 2017

NEXT MEETING: FEBRUARY 6, 2017 4:00 PM

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Packet Information

File #: TMP-0390, **Version:** 3

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CONSULTING SERVICES FROM TUSA CONSULTING SERVICES FOR THE PURPOSE OF JOINING THE METROPOLITAN AREA REGIONAL RADIO SYSTEM (MARRS) THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF MID AMERICA REGIONAL COUNCIL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CONSULTING SERVICES FROM TUSA CONSULTING SERVICES FOR THE PURPOSE OF JOINING THE METROPOLITAN AREA REGIONAL RADIO SYSTEM (MARRS) THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF MID AMERICA REGIONAL COUNCIL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

Voters approved a no tax increase general obligation bond for public safety improvements at the November 8, 2016 election. The public safety improvement bond, in part, provided funding for the City to join the Metropolitan Area Regional Radio System (MARRS). The ordinance approval request is for Wireless Communications Consulting Services (TUSA) to assist the City of Lee's Summit in joining the Metropolitan Area Regional Radio System (MARRS). TUSA is the recognized consultant for MARRS by the Mid-America Regional Council (MARC) through an existing cooperative purchasing agreement with the Kansas City Purchasing Cooperative, a division of MARC.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE AUTHORIZING THE ACQUISITION OF CONSULTING SERVICES FROM TUSA CONSULTING SERVICES FOR THE PURPOSE OF JOINING THE METROPOLITAN AREA REGIONAL RADIO SYSTEM (MARRS) THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF MID AMERICA REGIONAL COUNCIL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

TUSA has extensive experience with MARRS and are the main architects of the system, which was built from the ground up on their conceptual design and vision in 2007. Not only is TUSA intimately familiar with MARRS, but they also assisted the City of Lee's Summit with its current UHF radio network and upgrade completed in 2010, making them very familiar with our current system as well. TUSA has added other

Metropolitan Agencies to the system as it has evolved and knows what will be required for the City of Lee's Summit to join. TUSA assists 29 other agencies on both sides of the State line with contractual work on their radio networks. TUSA and the Project Manager are located locally in the Metropolitan area. TUSA has been responsible for developing the cost model, updating requirements, maintenance and the overall governance of the MARRS model.

The City Council has authorized the City through Resolution No. 16-18 to participate in cooperative purchasing programs, including, specifically, cooperatives with MARC. Because this project was not included in the FY2017 budget, due to the fact that the bond initiative had not yet been passed, the City's procurement policy requires that the City Council approve participation in this cooperative. The First Amendment to Professional Services Agreement by and between MARC and Tusa Consulting Services (attached) provides for the opportunity for any county in the Kansas City region to utilize the pricing structure, terms and conditions, and scope of services of the Agreement between the parties for implementation in each jurisdiction.

Accordingly, Lee's Summit coordinated with Tusa Consulting Services to create a scope of services and fee structure for its' needs based on the original Agreement between MARC and Tusa. This resulted in a three-phase approach to implementation, with each phase having a different payable (located on pg. 10 of the Lee's Summit Proposal for Services.) The total cost for all three phases of the project is \$84,250.00 and will be payable through proceeds of the bond issuance which was passed by voters last fall.

Impact/Analysis:

\$84,250.00 from bond funds located in Public Safety Improvements 2016

Timeline:

Start: Upon approval

Finish: Projected project time line is 12 - 18 Months

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Major Mark Taylor

Recommendation: Staff recommends approval of AN ORDINANCE AUTHORIZING THE ACQUISITION OF CONSULTING SERVICES FROM TUSA CONSULTING SERVICES FOR THE PURPOSE OF JOINING THE METROPOLITAN AREA REGIONAL RADIO SYSTEM (MARRS) THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF MID AMERICA REGIONAL COUNCIL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: [Enter Committee Recommendation text Here]

PATH OF REVIEW WORKSHEET

PO # 003678

Typically at least two originals of the contract document are executed.

*Please mark all signature areas where executive director is to sign; complete any sections such as title, name, etc.

Adam G

Expenses (for Purchase of Goods or Services or Pass-Through of Federal Funds)

Agreement with TUSA CONSULTING SERVICES (Name of Vendor/Contractor/Agency)

Purpose DEVELOPMENT OF COST MODEL & SUSTAINMENT PLANNING FOR MARCS SYSTEM

Amount \$111,000.00 Period Covered to

Expense will charged to 9-1-1 ALLOCATIONS - COST SHARE (Provide "Grant Name" from the GP List of Active Grants found on the intranet under GP Financial Reports)

Grant (or GP GL Account) Number 26-9-90-91550-9155000-5220-00000

How will the expenses incurred under this agreement be funded? Indicate below the type of grant revenues that will be used to fund the expenses. (Refer to the grant income statement and determine the type of grant revenues budgeted for the grant. If multiple types of revenue, confer with the department director.)

Federal or Non-Federal:

Yes No - Are grant revenues Federal (Direct) or Federal Pass-Through? If yes, complete the "Direct or Pass-Through for Federal Grants" addendum. (See Intranet)

Key Vendor Information:

1. Taxpayer Identification Number (TIN) - Obtain number from attached Federal W-9 form.

(Format for EIN # is 12-3456789 or SSN# is xxx-xxx-1234, show only last 4 digits of SSN#)

2. E-Verify Affidavit - See guidance on MARC intranet, under Official Documents, E-Verify Program.

- Yes No - Is the purchase funded by a grant that requires the E-Verify affidavit?
Yes No - If yes, is the contract for services (not goods) and over \$5,000?
Yes No - If yes, is the E-Verify Affidavit attached?

Insurance Certificate:

- Yes No - Does agreement require a certificate of insurance coverage?
Yes No - Is MARC required to be listed as an additional insured?
Certificate obtained on (Insert date or N/A if not required)

Certifications:

- Yes No - Does the vendor have any local, state or federal certifications for DBE/WBE/MBE?
If "yes," attach certification(s) so that Dorothy Pope can have AP staff update the GP vendor record.

Bid Process:

See next page for summary information on the bid process or sole source procurement.

Approval Level to Expend Funds: (Mark the appropriate box)

Table with 2 columns: Approval Level and Marked Box. Options include \$1001 to \$5,000, \$5,001 to \$25,000, \$25,001 to \$50,000, and More than \$50,000 - MARC Board.

Date 11/24/15 By B&P / MARC BOARD

Form Completed By ADAM GEFERT Date 12/1/15
Program Manager/Director Approval Date 12/1/15
Dept. Director Approval Date 12/2/15
Finance Dept. Approval Date 12/17/15
Joy, Virginia or Mark (D Pope make copy, if needed) Date
Executive Dir. Approval* Date 12/18/15

Special Instructions or Comments PLEASE RETURN TO ADAM GEFERT
Distribution within MARC: Original sent to Finance on
Copy sent to department on

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Tusa Consulting Services, hereinafter referred to as "CONSULTANT" and is effective this 1st day of December 2015.

WITNESSETH:

WHEREAS, MARC desires to retain CONSULTANT to prepare a cost model for shared maintenance of the Metropolitan Area Regional Radio Systems hereinafter referred to as "MARRS" and a long term infrastructure replacement plan for MARRS and to develop a map of the regional microwave network; and

WHEREAS, CONSULTANT represents that it has the personnel with technical expertise, experience and knowledge to perform such work for MARC;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall perform and accomplish in a manner satisfactory to MARC those tasks described in Exhibit A (the "Services"), which are incorporated herein by reference. The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

2. TIME OF PERFORMANCE

A. Term - CONSULTANT shall begin performing the Services on or prior to December 1, 2015 and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by May 31, 2016.

B. Extension of Term - The time frame for the completion of the Project under this Agreement may be extended at MARC's sole discretion upon request by the CONSULTANT. Any request for an extension of time to complete the Project shall be made in writing to MARC. The CONSULTANT shall provide to MARC, upon request, documentation to substantiate the justification for additional time needed to complete the Project. MARC shall provide the CONSULTANT with written notice of its decision within fifteen (15) days of the date that MARC received the written extension request.

3. COMPENSATION

A. Maximum Obligation - During the term of this Agreement, the compensation paid by MARC to CONSULTANT for all Services specified herein relating to the Project shall not exceed \$111,000. Exhibit A provides a breakdown of the maximum compensation for each task outlined in the Scope of Work provided hereunder. MARC shall be entitled to deduct

B. In the event of any such termination, the CONSULTANT shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the CONSULTANT under this Agreement.

6. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items prepared under this Agreement shall vest in MARC upon payment to the CONSULTANT for all Services rendered herein through the date of the expiration or termination of this Agreement.

7. ASSIGNMENT

The CONSULTANT's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the CONSULTANT from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

8. INDEPENDENT CONTRACTOR

CONSULTANT will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, CONSULTANT shall be responsible for the payment of all required business license fees and all taxes including Federal, State and Local taxes arising from CONSULTANT'S activities under the terms of this Agreement.

9. PROHIBITED INTERESTS

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

10. CONFLICTS OF INTEREST

A. CONSULTANT hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the CONSULTANT's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the CONSULTANT agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.

B. CONSULTANT covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in

15. NOTICES

Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to CONSULTANT. All compensation and written notices to CONSULTANT shall be considered to be properly given if mailed, delivered in person or transmitted by facsimile machine to:

Nick Tusa
Tusa Consulting Services
75757 Highway 1082
Covington, LA 70435
(985) 249-6467
nick.tusa@tusaconsulting.com

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, or transmitted by facsimile machine to:

Keith Faddis
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105-1554
kfaddis@marc.org

16. ENTIRE AGREEMENT

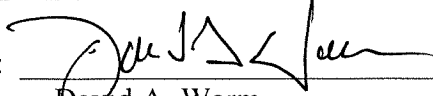
This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

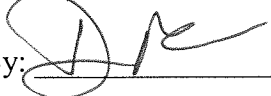
MID-AMERICA REGIONAL COUNCIL

By: 

David A. Warm
Executive Director

Date: 12/18/15

TUSA CONSULTING SERVICES

By: 

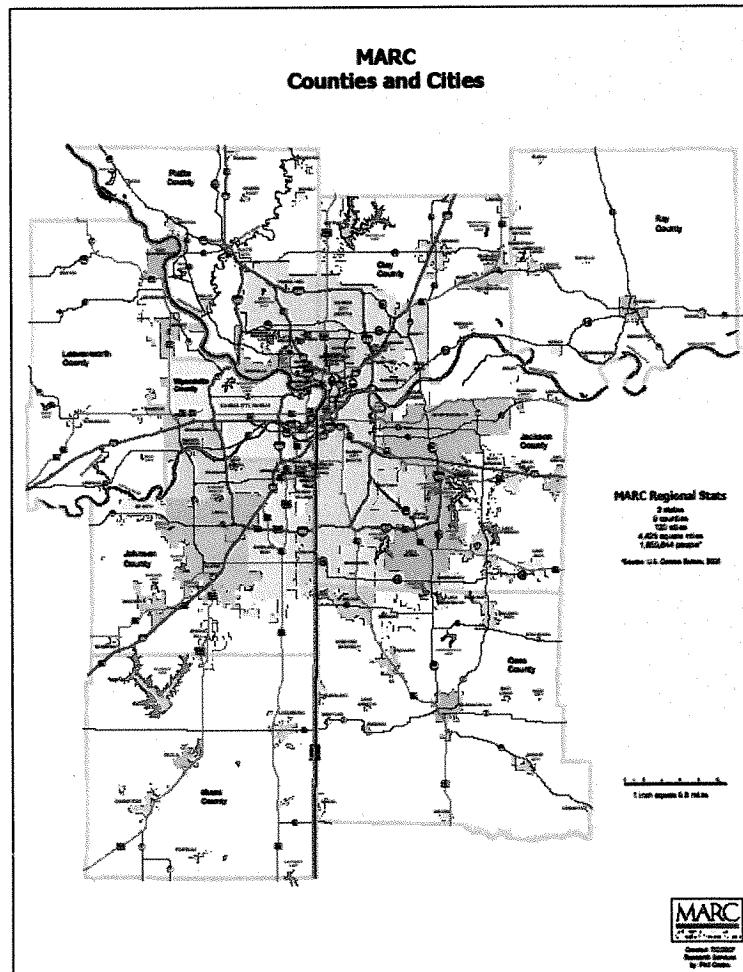
Date: 12/27/15

Exhibit A

MARRS

Cost Model Update

Statement of Work



Next Generation

Statement of Work



tusa | Consulting Services
Raising the Bar in Radio Communications

1. MARRS Cost Model Statement of Work

The following Statement of Work describes the tasks that will be performed by Tusa Consulting Services to provide the five (5) year updated cost model for the Metropolitan Area Regional Radio System (MARRS).

1.1 Develop Cost Structure Information with MARRS Technical Committee

The current cost model format, which provides a port fee and a subscriber fee, will be updated according to the guidance provided by the MARRS Technical Committee and Management Council. TCS will meet with these groups to determine the how the future cost model will be developed.

1.2 Interview System Managers (KC, Independence, Jackson County, Platte County, Cass County, Johnson County, KS., Wyandotte County, KS., State of Missouri, State of Kansas)

TCS will meet with the system manager/representative from each system connected to the switches in Kansas City, MO. and Johnson County, KS. TCS will look to receive detailed subscriber inventory and infrastructure contract specifications and cost information from each system manager in regards to the maintenance being provided for each system.

Minimal information needed would be:

- a. Contracts to purchase system and subscribers
- b. Subscriber Inventory
- c. Technical Maintenance Contracts
- d. Microwave
- e. RF Infrastructure
- f. System Spare Parts Inventory
- g. Supporting Infrastructure Contracts
 - Generator
 - UPS or Battery Backup
 - Site Civil
 - HVAC
- h. Personnel Costs for Administration and Maintenance

1.3 Maintenance Cost Savings Review and Approach

TCS will review the information provided by the system managers to provide recommendations on the system maintenance procedures and costs.

1.4 MARRS Vendor Maintenance Plan (discussion with vendors for current infrastructure, subscribers, & 3rd party equipment)

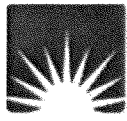
TCS will meet and discuss current maintenance contracts with vendors and understand response times, specifications for maintenance, qualifications of service personnel, and other factors necessary to maintain public safety communications.

Planning & Cost Estimates

<u>Task</u>	<u>Description</u>	<u>Hours</u>	<u>Cost</u>
1	Develop Cost Structure Information with MARRS Technical Committee	8	\$1,200.00
2	Interview System Managers (KC, Independence, Jackson County, Platte County, Cass County, Wyandotte County, Johnson County, State of Missouri, State of Kansas)	60	\$9,000.00
3	Maintenance Cost Savings Review and Approach	24	\$3,600.00
4	MARRS Vendor Maintenance Plan (discussion with vendors for current infrastructure, subscribers, & 3rd party equipment)	40	\$6,000.00
5	Update current vendor maintenance contracts (RF, Microwave, other)	40	\$6,000.00
6	New Cost Model Presentation	8	\$1,200.00
7	Final Detailed Report and Cost Model	40	\$6,000.00
		Total	\$33,000.00

Next Generation MARRS

<u>Task</u>	<u>Description</u>	<u>Hours</u>	<u>Cost</u>
1	Vision & Approach (Interview MARRS Management Council, Technical, & User Committee)	40	\$6,000.00
2	Consolidated Dispatch Approach (Interview Management Council & User Committee)	40	\$6,000.00
3	Vendor Presentations (coordinate and attend)	40	\$6,000.00
4	Conceptual Design and Budget	80	\$12,000.00
		Total	\$30,000.00



tusa | Consulting Services
Raising the Bar In Radio Communications

August 10, 2015

Mr. Keith Faddis
Director, Mid-America Regional Council
600 Broadway, Suite 300
Kansas City, MO 64105

Dear Mr. Faddis,

Tusa Consulting Services II, LLC (TCS) appreciates the opportunity to provide a quote for services to investigate and document the microwave connectivity and configuration for the MARRS, RAMBIS, and PSAP microwave network. The quote for services also provides for documenting the microwave network configuration and providing an as-built document.

The quote is detailed by each network is provided as follows:

<u>Task</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
1	MARRS T1/Bandwidth Microwave/Landline Configuration and As-Built Document	160	\$150.00	\$24,000.00
2	MARC 911 Bandwidth Microwave/Landline Configuration and As-Built	160	\$150.00	\$24,000.00
			Total	
			Cost	\$48,000.00

Sincerely,

Dean Hart

Dean Hart | dean.hart@tusaconsulting.com
7332 N Palmer | Kansas City, MO. 64158
(816) 518-9223 | tusaconsulting.com

PATH OF REVIEW WORKSHEET

PO # _____

Typically at least two originals of the contract document are executed.

*Please mark all signature areas where executive director is to sign; complete any sections such as title, name, etc. *Marlene*

Expenses (for Purchase of Goods or Services or Pass-Through of Federal Funds)

Agreement with Tusa Consulting Services

Purpose MARRS Sustainability Plan - no cost extension
(Name of Vendor/Contractor/Agency)

Amount _____ Period Covered _____ to 7/31/17

Expense will charged to _____
(Provide "Grant Name" from the GP List of Active Grants found on the intranet under GP Financial Reports)

Grant (or GP GL Account) Number _____

How will the expenses incurred under this agreement be funded? Indicate below the type of grant revenues that will be used to fund the expenses. (Refer to the grant income statement and determine the type of grant revenues budgeted for the grant. If multiple types of revenue, confer with the department director.)

Federal or Non-Federal:

Yes No - Are grant revenues Federal (Direct) or Federal Pass-Through?

If yes, complete the "Direct or Pass-Through for Federal Grants" addendum. (See Intranet)

Key Vendor Information:

1. Taxpayer Identification Number (TIN) - Obtain number from attached Federal W-9 form.

(Format for EIN # is 12-3456789 or SSN# is xxx-xxx-1234, show only last 4 digits of SSN#)

2. E-Verify Affidavit - See guidance on MARC intranet, under Official Documents, E-Verify Program.

Yes No - Is the purchase funded by a grant that requires the E-Verify affidavit?

Yes No - If yes, is the contract for services (not goods) and over \$5,000?

Yes No - If yes, is the E-Verify Affidavit attached?

3. Insurance Certificate:

Yes No - Does agreement require a certificate of insurance coverage?

Yes No - Is MARC required to be listed as an additional insured?

Certificate obtained on _____ (Insert date or N/A if not required)

4. Certifications:

Yes No - Does the vendor have any local, state or federal certifications for DBE/WBE/MBE?

If "yes," attach certification(s) so that Dorothy Pope can have AP staff update the GP vendor record.

Bid Process:

See next page for summary information on the bid process or sole source procurement.

Approval Level to Expend Funds: *n/a* (Mark the appropriate box)

<input type="checkbox"/> \$1001 to \$5,000 - Department Director	<input type="checkbox"/> \$25,001 to \$50,000 - B&P
<input type="checkbox"/> \$5,001 to \$25,000 - Executive Director	<input type="checkbox"/> More than \$50,000 - MARC Board

Date _____ By _____

Form Completed By _____ Date _____

Program Manager/Director Approval _____ Date _____

Dept. Director Approval *[Signature]* Date *1/3/17*

Finance Dept. Approval *[Signature]* Date *1/5/17*

Joy, Virginia or Mark (D Pope make copy, if needed) _____ Date _____

Executive Dir. Approval* _____ Date _____

Special Instructions or Comments _____

Distribution within MARC: Original sent to Finance on _____

Copy sent to department on _____

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the Professional Services Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and the Tusa Consulting Services, hereinafter referred to as "Contractor" and is effective this 27th day of December, 2016.

WITNESSETH:

WHEREAS, MARC and CONSULTANT are parties to an Agreement dated December 1, 2015, (the "Professional Services Agreement"), in which the CONSULTANT agrees to prepare a cost model for shared maintenance of the Metropolitan Regional Radio System (MARRS), preparing of a long-range infrastructure plan for MARRS and preparation of a map of the regional microwave network, herein defined as the "Project" and

MARC and CONSULTANT wish to amend certain terms and provisions of the Professional Services Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Professional Services Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment.** Sections 3 of the Agreement is hereby amended as follows:

Section 3: Period of Service is extended to July 31, 2017.

2. **New Provision.** Section 18 is hereby added to the Agreement as follows:


The CONSULTANT agrees to provide consulting services similar in nature to what has been provided to the Mid-America Regional Council through this Agreement to any city or county jurisdiction in the nine-county Kansas City region. The interested city or county will be offered services in accordance with the prices, terms and conditions of the Agreement between the CONSULTANT and MARC. All sales to other jurisdictions will be made through agreements between the CONSULTANT and that jurisdiction on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

3. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Professional Services Agreement, this Amendment and the Professional Services Agreement shall be deemed to conform with the terms and conditions of this Amendment.
4. **Binding Effect.** All of the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

MID-AMERICA REGIONAL COUNCIL

TUSA CONSULTING SERVICES

By: 
David A. Warm
Executive Director

By: 

Date: 1/5/17

Date: 12/27/16

FIRST AMENDMENT TO AGREEMENT

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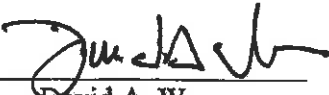
The CONSULTANT agrees to provide consulting services similar in nature to what has been provided to the Mid-America Regional Council through this Agreement to any city or county jurisdiction in the nine-county Kansas City region. The interested city or county will be offered services in accordance with the prices, terms and conditions of the Agreement between the CONSULTANT and MARC. All sales to other jurisdictions will be made through agreements between the CONSULTANT and that jurisdiction on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.

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4. **Binding Effect.** All of the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

MID-AMERICA REGIONAL COUNCIL

TUSA CONSULTING SERVICES

By: 
David A. Warm
Executive Director

By: 

Date: 1/6/17

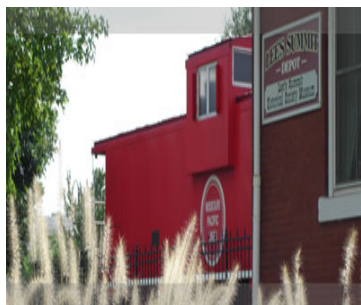
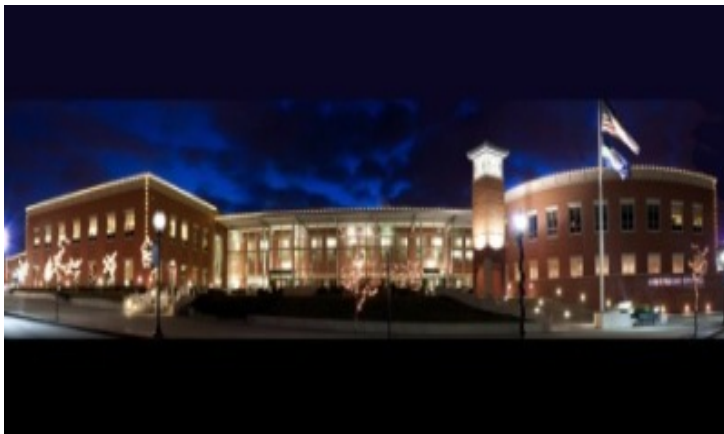
Date: 12/27/16

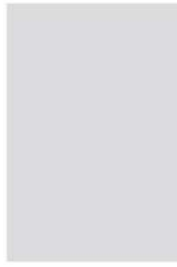
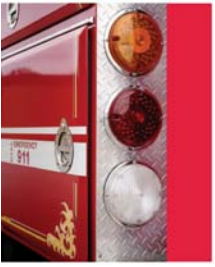


tusa | Consulting Services
Raising the Bar in Radio Communications

Proposal for Wireless Communications Consulting Services for Joining the Metropolitan Area Regional Radio System (MARRS)

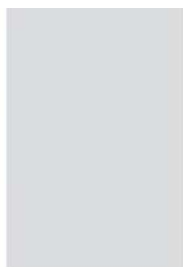
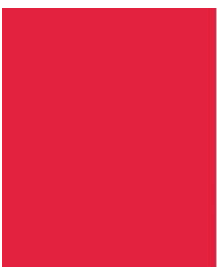
Lees Summit, MO.
 January 6, 2017





Tab I

Introduction





tusa | Consulting Services
Raising the Bar in Radio Communications

Chief Travis Forbes
Lee's Summit Police Department
10 NE Tudor
Lee's Summit, MO. 64086

Reference: Proposal for Wireless Communications Consulting Services for Joining the Metropolitan Area Regional Radio System (MARRS)

Chief Forbes,

It is my pleasure to submit Tusa Consulting Services' (TCS) proposal to provide the City of Lee's Summit with consulting support services for the design, procurement and implementation to the MARRS network. TCS understands your requirements and expectations for this proposal and we believe our knowledge, approach, and capabilities are well suited to meet the needs.

We are grateful for the opportunity to support the City in joining MARRS. As you are aware, MARRS was facilitated by the Mid America Regional Council (MARC) from the conceptual report completed by TCS in November 2007. Since that time, TCS has contracted with many counties and municipalities in the MARC region to expand the MARRS network to 47 sites and 24 PSAPS. TCS is currently under contract with MARC providing services for the MARRS network. With our extensive experience in the nation and especially in the MARC region, the Tusa Consulting team can help Lee's Summit meet the needs of its first responders with a robust, reliable public safety grade system on a known budget and on schedule. We take the expenditure of public funds very seriously, second only to the safety of our first responders.

For the past twenty plus years, TCS has been active in numerous modernization projects involving VHF/UHF conventional designs, 700/800MHz trunked radio, analog and digital systems, microwave, fiber optics, and Project 25 technologies. Included in this experience was TCS being the architect for the MARRS network and also assisting Lee's Summit with their current UHF radio network. Rest assured, no matter the technology, TCS has the expertise to help guide our customers toward a successful conversion.

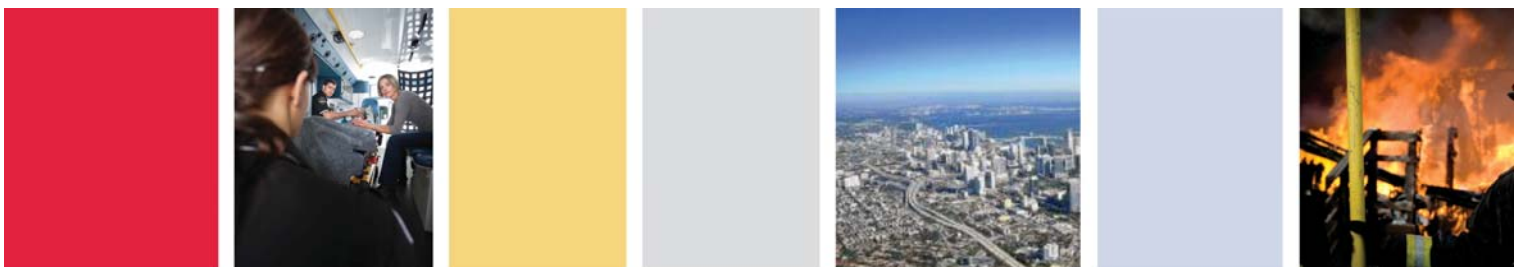
Please understand that Tusa Consulting provides consulting, design and project management services only. TCS has no affiliation with any radio equipment vendors and have always believed that an open procurement is the best approach to maximize the use of funding, while achieving guaranteed performance. As a result, our solutions are structured solely to assist you in evaluating viable options, receiving what was agreed upon, and assuring the satisfaction of the radio user's needs.

With regard,

Dean Hart
Tusa Consulting Services



Tab II
Statement of Work



Understanding the City's Needs

Lee's Summit, Missouri operates on a Motorola conventional UHF simulcast system with 2TX/5RX sites. The current system was upgraded in 2011 by the City but doesn't have direct interoperability with MARRS.

Lee's Summit Police and Fire currently operate two dispatch centers. The city is investigating the consolidation of these centers.

Lee's Summit is requesting consulting services to review the current system and provide recommendations with costs to join the MARRS network.

Phase 1: Join MARRS Assessment

Tusa Consulting understands the requirements of the city and is providing the necessary tasks to complete this objective. A general description of each task in the TCS Project Work Plan follows.

Task 1.1: Project Initiation – Kickoff Meeting

During this task, TCS will meet with the designated project management team and other key personnel to confirm the project's organization and the roles and responsibilities of the project participants. Areas we intend to cover include:

- Introduction of TCS team members
- Review of contracted work plan, milestones, deliverables and schedule

Task 1.2: User Equipment Inventory and Analysis

As part of this task, TCS will work closely with the city to understand the current subscriber (mobile, portable, and control station) inventory and provide analysis on providing similar models that support the city's and MARRS requirements.

Task 1.3: Evaluate Existing Facilities or Conceptual Site Facilities

TCS will evaluate the current UHF simulcast sites and other potential sites for use to support the radio and microwave equipment for MARRS. It is anticipated that some of these sites already exist but TCS will explore all options for the best possible system to support the city.

Approach

Task 1.4 – P25 700/800MHz Conceptual Design

TCS will use the information from Task 1.3 to perform radio coverage modeling to demonstrate to the city the sites that will support the best coverage for the city and best meet the city's expectations and priorities.

Task 1.5 – Police/Fire Dispatch Consolidation Assessment

TCS will review the current city's public safety dispatch centers and provide recommendations on how these centers could be consolidated. Space, console furniture, power requirements, and connectivity are some of the factors that will be considered in this assessment.

Task 1.6 – Backhaul Infrastructure Options (Connectivity to KC Master Site)

TCS will explore and provide recommendations with cost on the most effective way to connect the radio system and dispatch center(s) to the Kansas City Master Site.

Task 1.7 – MARRS Options w/Budgetary Cost – Reports and Presentation

TCS will prepare a detailed report with regards to radio sites, dispatch centers, subscriber equipment, connectivity, and other considerations necessary to join the MARRS network. Associated budgetary costs and procedures will be outlined to give the city clear vision on what is necessary to participate in the MARRS network.

Phase 2: Contract Specifications and Negotiations

Once the final network configuration desired by the County is firmly established and a suitable funding source has been secured, the Consultant would receive approval to develop procurement specifications. Next, as the formal network procurement steps are concluded, the Consultant would conduct an assessment of vendor proposal submittal and negotiate a contract the City for approval.

The following describes our proposed approach to Phase II process tasks and resultant deliverables.

Task 2.1 – System Specifications & RFP

TCS will combine the required technical and purchasing language into a draft RFP Specifications-Procurement Document. The Specifications would also contain safeguards to assure that the various new systems are constructed in accordance to recognized Industry standards, achieve proposed coverage and service levels, and are completed in a timely, professional fashion.

Task 2.2 – RFP Proposal Evaluation & Contract Negotiations

Multiple resources within the TCS team will review and evaluate the vendor proposal and independently complete and evaluate. TCS will then prepare a summary that identifies the strengths and weaknesses of the proposal as well as any items needing additional clarification.

TCS will assist the city in negotiating the final contract that meets the objectives and expectations at the best cost.

Task 2.3 – Site Acquisition Support

TCS will assist the city in obtaining sites that may be necessary to meet the conceptual design. This could involve negotiations with a tower vendor or obtaining property if needed to meet the coverage design objectives.

Task 2.4 – Subscriber RFP

TCS will combine the required technical and purchasing language into a draft RFP Specifications-Procurement Document for the subscribers. It has been shown that savings can occur by separating the system specifications and subscriber requirements into separate RFP's. Not all P25 subscriber vendors provide system equipment but can provide P25 subscribers at competitive rates.

Phase 3: Implementation

TCS has considered and is providing the tasks that will take place during the implementation stage for the city's network to join MARRS.

The following describes our proposed approach to Phase III process tasks and resultant deliverables.

Task 3.1 - Project Kickoff & Design Review

The vendor will provide a project kickoff and a design review for the system proposed. TCS will participate in this process to ensure all system objectives have been met.

Task 3.2 – Factory Staging

TCS will participate with the city the factory staging of the proposed network to ensure the proposed system is operating according to specifications.

Task 3.3 – System Implementation Project Management (12 month schedule)

The following is a list of tasks normally required of consultants during the implementation of public safety radio communication networks and would likely be included in our scope of services.

- Attend client/vendor Project Kickoff Meeting
- Establish on-site project management team
- Provide continuous monitoring of vendor progress and report, on completed activities and deviations from the project time line
- Assure that tasks falling with the owner's responsibility are completed in accordance with schedule.
- Assist in the development of channels or talk group structures (i.e., code plugs) and

interoperability procedures and structures, supportive of the City's requirements.

- Participate in progress review meetings with vendor/owner. Would provide resolution action to vendor-flagged technical or installation issues that require decisions by the owner.

Task 3.4 – System Functional Acceptance (FATP)

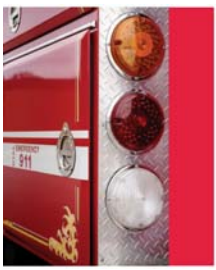
TCS will participate in the system FATP to ensure the system functions in the field as it did in the staging facility.

Task 3.5 – System Coverage Acceptance (CATP)

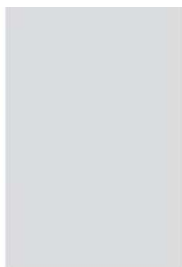
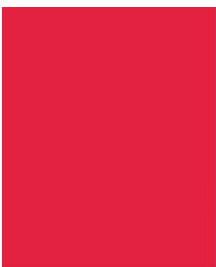
TCS will participate and evaluate in the system CATP to ensure the system coverage is performing as contracted.

Task 3.6 – Final Acceptance

TCS will ensure tasks necessary to gain final system acceptance are completed.



Tab III
Fee Proposal



Fee Proposal Summary

Phase 1	MARRS Transition Assessment	\$16,050.00
Phase 2	Contract Specifications and Negotiations	\$18,350.00
Phase 3	Implementation	\$49,850.00

Lee's Summit, MO - Request for Proposal for Wireless Communications Consulting Services

Phase 1 Task	MARRS Transition Assessment Description	Total Hours	Total Cost	Total Expenses
1.1	Project Initiation - Kickoff Meeting	8	\$1,200.00	\$100.00
1.2	User Equipment Inventory and Analysis	8	\$1,200.00	\$0.00
1.3	Evaluate Existing or Conceptual Site Facilities	16	\$2,400.00	\$250.00
1.4	P25 700/800 MHZ Conceptual Design	24	\$3,600.00	\$0.00
1.5	Police/Fire Dispatch Consolidation Assessment	16	\$2,400.00	\$0.00
1.6	Backhaul Infrastructure Options (Connectivity to KC Master Site)	8	\$1,200.00	\$0.00
1.7	MARRS Options w/Budgetary Costs - Report & Presentation	24	\$3,600.00	\$100.00
Phase 1 Total			\$15,600.00	\$450.00



Lee's Summit, MO - Request for Proposal for Wireless Communications Consulting Services

Phase 2 Task	Contract Specifications and Negotiations Description	Hours	Cost	Total Expenses
2.1	System Specifications & RFP	40	\$6,000.00	\$0.00
2.2	RFP Proposal Evaluation & Contract Negotiations	40	\$6,000.00	\$250.00
2.3	Site Acquisition Support	24	\$3,600.00	\$100.00
2.4	Subscriber RFP	16	\$2,400.00	\$0.00
Phase 2 Total			\$18,000.00	\$350.00

Lee's Summit, MO - Request for Proposal for Wireless Communications Consulting Services

Phase 3 Task	Implementation Description	Hours	Cost	Total Expenses
3.1	Project Kickoff & Design Review	16	\$2,400.00	\$250.00
3.2	Factory Staging	48	\$7,200.00	\$3,150.00
3.3	System Implementation Project Management (12 month schedule)	192	\$28,800.00	\$500.00
3.4	System Functional Acceptance (FATP)	8	\$1,200.00	\$100.00
3.5	System Coverage Acceptance (CATP)	32	\$4,800.00	\$250.00
3.6	Final Acceptance	8	\$1,200.00	\$0.00
Phase 3 Total			\$45,600.00	\$4,250.00



AN ORDINANCE AUTHORIZING THE ACQUISITION OF CONSULTING SERVICES FROM TUSA CONSULTING SERVICES FOR THE PURPOSE OF JOINING THE METROPOLITAN AREA REGIONAL RADIO SYSTEM (MARRS) THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF MID AMERICA REGIONAL COUNCIL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the citizens of Lee's Summit, Missouri voted to approve a No-Tax increase General Obligation Bond for Public Safety Improvements at the November 8, 2016 general election that, in part, provided funding to join the Metropolitan Area Regional Radio System (MARRS); and,

WHEREAS, the City of Lee's Summit, Missouri ("City") desires to contract for wireless communication consulting support services for the design, procurement and implementation to the MARRS network; and,

WHEREAS, the Mid-America Regional Council ("MARC") coordinates the MARRS radio network with participants in the bi-state region and has entered into a professional services agreement with Tusa Consulting Services ("Tusa") for consulting, design, and project management services; and,

WHEREAS, the City Council has authorized the City through Resolution 16-18 to participate in a cooperative purchasing program with MARC to acquire goods and services in cooperation with other members of the program, thereby realizing cost savings through economies of scale and the reduction of administrative costs; and,

WHEREAS, the City desires to retain the consulting services of Tusa through MARC's Kansas City Regional Purchasing Cooperative with the City Council's approval for purchases of all unbudgeted items in excess of twenty thousand dollars (\$20,000); and,

WHEREAS, Tusa has provided City with a Proposal for Wireless Communications Consulting Services for Joining MARRS based upon its' cooperative agreement with MARC's Kansas City Regional Purchasing Cooperative; and,

WHEREAS, City desires to engage the services of Tusa as proposed in said Proposal for Wireless Communications Consulting Services for Joining MARRS.

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

SECTION 1. That the City is hereby authorized to utilize the cooperative agreement by and between the Mid America Regional Council Kansas City Regional Purchasing Cooperative in order to acquire consulting services for the purpose of joining the Metropolitan Area Regional Radio System.

SECTION 2. That the Tusa Consulting Services Proposal for Wireless Communications Consulting Services for Joining the Metropolitan Area Regional Radio System

BILL NO. 17-

ORDINANCE NO.

(MARRS), a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference, be and hereby is approved.

SECTION 3. That the City Manager is authorized to execute any and all documents necessary to retain the services of Tusa Consulting Services through the Kansas City Regional Purchasing Cooperative.

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Public Safety Beth Murano

Legislation Text

File #: TMP-0383, **Version:** 2

AN ORDINANCE APPROVING THE 2017 USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING THE 2017 USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

Lee's Summit Parks and Recreation (LSPR) and Jackson County Parks and Recreation (JCPR) partner on a number of initiatives to promote and offer recreation activities for residents and patrons in the City and surrounding community.

LSPR and JCPR have previously entered into usage agreements which enable JCPR to utilize LSPR facilities for certain activities for physically and mentally challenged citizens of the community. JCPR wishes to enter into a new agreement with LSPR for calendar year 2017 events.

There is no financial impact on the City for participation in this program. Additionally, the Usage Agreement provides requirements for insurance coverage to be provided by JCPR for their events on LSPR property.

The Usage Agreement also outlines other various terms and conditions governing JCPR's use of LSPR facilities.

Proposed Committee Motion:

I move to recommend to City Council APPROVAL OF AN ORDINANCE APPROVING THE 2017 USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Joe Snook, Assistant Director of Parks and Recreation

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING THE 2017 USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY PARKS AND RECREATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 17-

AN ORDINANCE APPROVING THE 2017 USAGE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD, AND JACKSON COUNTY PARKS AND RECREATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

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

WHEREAS, the City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "LSPR") regularly partners with Jackson County Parks and Recreation (hereinafter "JCPR"), a Missouri governmental entity, for the provision of various activities for residents and patrons of the City and the surrounding community; and,

WHEREAS, one such program provides activities for physically and mentally challenged citizens of the community, said programs being sponsored by JCPR and held at LSPR facilities; and,

WHEREAS, the facilitation of these programs and the use of facilities and grounds between LSPR and JCPR represent a cost effective and efficient use of public funds and lands; and,

WHEREAS, the City, through LSPR and JCPR wish to enter into a Usage Agreement outlining the terms and conditions of the use of LSPR property for said JCPR programs for calendar year 2017; and,

WHEREAS, a copy of the Usage Agreement 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 the Usage Agreement by and between the City of Lee's Summit, Missouri, by the Lee's Summit Parks and Recreation Board and Jackson County Parks and Recreation, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and 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.

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

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

BILL NO. 17-

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

**CITY OF LEE'S SUMMIT, MISSOURI
AND
JACKSON COUNTY PARKS + REC
2017 USAGE AGREEMENT**

This Usage Agreement, made this _____ day of _____, 2017, by and between the City of Lee's Summit, Missouri through the Lee's Summit Parks and Recreation Board (hereinafter "Board") and Jackson County Parks + Rec (hereinafter "JCPR").

WHEREAS, the Visionary Task Force set forth goals to address the need for programs and activities for the physically and mentally challenged citizens of our community; and,

WHEREAS, the Board and JCPR agree that joint cooperation and partnership of programs and use of facilities and grounds, represents a cost effective and efficient use of public funds and lands; and,

WHEREAS, the use of certain park facilities for the JCPR and the Board is representative of such an agreement.

NOW, THEREFORE, In consideration of the mutual benefits and provisions set forth herein, the Board and JCPR do hereby agree upon the following terms and conditions:

Section I: JCPR Use of Park Facilities and Grounds

Special considerations

1. The Board will complete preparation of any courts.
2. The Board will complete facility preparation and set up.
3. Unsafe conditions will be decided by the designated representative of JCPR.
4. The Board will be notified immediately of any unsafe conditions.

Parking

1. JCPR will strictly regulate the parking of vehicles. Parking attendants shall be provided by JCPR and coordinated with the Inclusion Coordinator or designee for the duration of the activities. No parking is permitted on outer roads and service drives. Violators will be towed at owner's expense.

Fees

1. All rental fees incurred by Jackson County Special Pops at LSPR facilities will be waived by LSPR.

Insurance

1. Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its trustees, officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold harmless the other party from costs or expenses incurred as a result of such claims. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable state governmental immunities law and each party shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. § 537.600, et seq. JCPR shall provide the Board a certificate of insurance indicating coverage naming the City of Lee's Summit, Missouri, as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein. Alternatively, JCPR may elect to self-insure this risk. If JCPR so elects, it shall provide to the Board upon request evidence satisfactory to the Board of said self-insurance.

Damages

1. JCPR must pay the cost of replacement or repair of any park property damages through the negligence of or the act or actions of the participants or spectators at the events/activities.

Special Rules and Consideration

1. JCPR will not change or alter park property in any way unless written consent has been granted by the Board.
2. JCPR will adhere to all facility regulations.
3. JCPR will assume the responsibility of maintaining control of their own event and take all necessary steps to prevent the violation of any facility regulations, City ordinances, park regulations, or any act or actions that might be detrimental to the Lee's Summit public parks system. Such regulations and ordinances include, but are not limited to the following: no tobacco use in the parks, food and beverages are not allowed on the gymnasium floor or restrooms, alcohol is not permitted in the buildings or on the park grounds and all fire codes which include not blocking any exits, no parking in the fire line, service drives and not exceeding the Community Center occupancy limit of 600.
4. JCPR will not be allowed to charge a parking fee or gate fee without permission of the Board.
5. Group representative must be on site at all times.
6. Provide, in advance, the Board with any estimated number of participants, spectators and vehicles for events.
7. Requests for additional equipment must be made a minimum of 30 days in advance. If JCPR wish to bring in any equipment it must be approved a minimum of 14 days in advance.
8. All facilities and dates must be requested by JCPR in writing and made a part of this agreement.
9. The Board reserves the right to reschedule for Parks and Recreation usage. A minimum of 24 hours notice will be given (if possible) when this occurs.

Clean Up

1. JCPR will be responsible for returning facilities and grounds to its original condition. JCPR will be responsible for bagging trash, removing all food or containers, setting out trash, and dry and wet mopping as needed.

Advertising

1. The Board will provide advertising space when available in the Lee's Summit Illustrated.

Termination

1. Either party may terminate this agreement with two-week notice.
2. Agreement acknowledged this _____ day of _____, 2017.
3. This agreement in effect until the 31st day of December, 2017.

LEE'S SUMMIT PARKS AND RECREATION BOARD

JACKSON COUNTY PARKS AND RECREATION

By: _____ Date: _____
 J. Thomas Lovell, Jr.
 Administrator of Parks and Recreation

By: _____ Date: _____
 Printed Name: _____
 Title: _____

APPROVED AS TO FORM:

By: _____
 Office of the City Attorney

Please list activities/programs:

2017 Activity	Dates	Days	Time	Location
Basketball	1/5,1/12,1/19,1/26	Thursdays	3:30-5:00pm	HPCC
Basketball	2/2,2/9,2/16,2/23	Thursdays	3:30-5:00pm	HPCC
Basketball	3/9	Thursday	3:30-5:00pm	HPCC
Volleyball	3/23,3/30	Thursdays	3:30-5:00pm	HPCC
Volleyball	4/6,4/13,4/20,4/28	Thursdays	3:30-5:00pm	HPCC
Volleyball	5/4,5/11,5/18	Thursdays	3:30-5:00pm	HPCC
Dance	5/12	Friday	6:00-9:00pm	HPCC
Dance	8/25	Friday	6:00-9:00pm	HPCC
Dance	11/3	Friday	6:00-9:00pm	HPCC
Dance	12/8	Friday	6:00-9:00pm	HPCC

Legislation Text

File #: TMP-0394, **Version:** 3

AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES.

Issue/Request:

AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES.

Key Issues:

The City has agreements with several providers for many benefits that its' employees receive. Some of these agreements will expire in the 2017 - 2018 fiscal year. Selection of a broker will allow the City to leverage resources to continue providing a broader scope of services, better benefits for employees and contain costs. The City has historically engaged the services of an insurance consultant to assist in benefits processes, but has determined that the level of service available from a full service brokerage firm will be an enhancement of the City's ability to provide competitive benefits to its employees for a modest cost increase over that which is already being spent.

Services Included by Brokerage Firm:

- A dedicated team of professionals to provide consistency in our services offered to employees
- On-site support as needed
- Customized reporting
- Increased employee benefits communication
- Compliance assistance with legislative updates, federal, state and local laws and professional opinion letters
- Funding and plan design analysis
- Program marketing
- Ancillary and Voluntary coverage analysis and implementation
- Development and implementation of a long term wellness strategy
- Client Education and Training

Proposed City Council Motion:

FIRST MOTION: AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES

MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES. I MOVE FOR SECOND READING.

SECOND MOTION: AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES. I MOVE FOR ADOPTION.

Background:

With the increasing complexities of HR Law and Benefits programs (i.e. ACA, FLSA, etc.) the need for the City to stay compliant and to assist the HR staff with the myriad of benefit and employment law changes will need to utilize services of a broker that has the capacity to ensure appropriate information and services are provided in a consistent and timely manner.

In response to the City's desire to procure the services of an insurance and employee benefit brokerage and consulting firm, the Procurement and Contract Services Division issued RFP No. 2017-060. The RFP was posted on the City's website, as well as the City's e-procurement system, Public Purchase, which notified 314 possible vendors and was e-mailed directly to 15 possible vendors. A total of five (5) firms submitted proposals as of the closing date of the RFP.

Based upon the evaluation of bid responses, as well as the comparative cost analysis conducted by Procurement and Contract Services Division, the project evaluation committee recommended award of RFP No. 2017-060 to Holmes Murphy & Associates, LLC.

Impact/Analysis:

Benefits to be received by the City from the provision of insurance brokerage and consulting services include:

- Aggressive negotiations during annual renewals
- Decrease cost to the City for benefits services
- Increased efficiency and assistance to staff by providing higher level of support in the areas of communication and technology
- Increase level of available technology for the effective use of current tools and services
- Support for employees and families to make informed benefit selections

Presenter: Denise Kelly, Director of Human Resources

Recommendation: STAFF RECOMMENDS AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS

WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES.

Committee Recommendation:

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING AWARD OF RFP NO. 2017-060 FOR THE PROVISION OF HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES TO HOLMES MURPHY & ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH THE OPTION OF FOUR (4) ADDITIONAL ONE-YEAR RENEWALS WITH HOLMES MURPHY & ASSOCIATES FOR THE PROVISION OF SAID SERVICES.

WHEREAS, the City of Lee's Summit periodically markets its' employee benefit programs in order to ensure competitiveness in the marketplace as well as to ensure compliance with applicable laws; and,

WHEREAS, the City has determined that it is in the best interest of the organization to engage the services of a professional brokerage firm who can provide assistance in, among other things, marketing employee benefits as well as expert consultation related to employee benefits; and,

WHEREAS, in response to this identified need, the Procurement and Contract Services Division of the Finance Department issued RFP No. 2017-060 for the provision of health insurance and employee benefit brokerage/consulting services; and,

WHEREAS, the RFP was posted on the City's website, as well as the City's e-procurement system, Public Purchase, which notified 314 possible vendors, and was further e-mailed directly to 15 possible vendors; and,

WHEREAS, as of the close of the time period for submission of the RFP and bid opening, a total of five (5) responses were received by the City; and,

WHEREAS, based upon the evaluation of bid responses, as well as the comparative cost analysis conducted by the Procurement and Contract Services Division, the project evaluation committee recommended award of RFP No. 2017-060 to Holmes Murphy & Associates, LLC.

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

SECTION 1. That RFP No. 2017-060 for the provision of health insurance and employee benefit brokerage/consulting services be and hereby is awarded to Holmes Murphy & Associates, LLC.

SECTION 2. That Agreement No. 2017-060 generally for the purpose of provision of health insurance and employee benefit brokerage/consulting services by and between the City of Lee's Summit and Holmes Murphy & Associates, LLC, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference be and the same is hereby approved.

SECTION 3. That the City Manager is hereby authorized to execute said Agreement No. 2017-060 by and on behalf of the City of Lee's Summit, Missouri.

BILL NO.

ORDINANCE NO.

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

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

This AGREEMENT made and entered into this ___ day of _____ 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter referred to as "City,") and Holmes Murphy & Associates LLC, an Iowa Limited Liability Company duly authorized to do business in the State of Missouri (hereafter referred to as "Service Provider.")

Witnesseth:

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

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

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No.2017-060 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Agreement to Forego Receipt of Commissions. In consideration of the services set forth above, and except as expressly provided in PART II, Service Provider agrees that it will seek to have all placements referenced above made on a net of commission basis.

In the event a carrier will not comply with this request or it is not in the City's' best interest, any such commissions will be disclosed to the City and either deducted from the premium billed to the City, in the case of agency-billed placements, or, in the case of direct-billed placements, returned to the carrier with the request that the carrier either credit the commission amount toward the City's premium obligation or return it directly to the City. If any carrier refuses to credit or return commission on a direct-billed placement to the City, Service Provider will return the commission directly to the City. The City acknowledges and agrees that any contemplated commission deduction, premium credit request or return of commission to a carrier or the City will be done to accomplish and maintain the total agreed-upon compensation to the Service Provider and is not an inducement to purchase or renew coverage through the Service Provider.

4. Pricing. The payment terms for the initial term of this Agreement as well as subsequent automatic renewals is outlined in the attached PART II.
5. 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 contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
6. Term. The initial term of this Agreement shall be from the date first written above until December 31, 2017. This Agreement shall automatically renew for four (4) additional one (1) year renewal periods, beginning on January 1, 2018 and continuing each year until final expiration on December 31, 2021, unless City gives written notice of non-renewal at least thirty days prior to expiration of the current contract term.

7. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

CITY OF LEE'S SUMMIT

City Manager

Date

APPROVED AS TO FORM:

Office of the City Attorney

SERVICE PROVIDER:

Company Name

Company Authorized Signature

Title

Date

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
Phone: 816-969-1087 Fax: 816-969-1081
deedee.tschirhart@cityofls.net

TITLE-SIGNATURE PAGE REQUEST FOR

PROPOSAL NO. 2017-060

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

**HEALTH INSURANCE AND EMPLOYEE BENEFIT BROKERAGE/CONSULTING SERVICES
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF MONDAY, JANUARY 9, 2017, 2:00 P.M. LOCAL TIME


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

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

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

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

Holmes Murphy & Associates
Company Name
1828 Walnut Street, Suite 700
Address
Kansas City, MO 64108
City/State/Zip
(816)857-7800 (866)501-9322
Telephone # Fax#
42-0985055
Tax ID No.

Jeff Spencer
Authorized Person (Print)

Signature
Sr. Vice President
Title
1/9/2017
Date
S-Corp
Entity Type

ENCLOSURE III
TABLE OF CONTENTS

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

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page <u>5</u> - <u>7</u>
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page <u>8-13</u>
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page <u>14</u> - <u>24</u>
J.	COST: Forms provided: 6A & 6B	Page <u>25-26</u>
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000	Page <u>27</u>
L.	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 <u>28</u>

FORM NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: Holmes Murphy & Associates
1828 Walnut Street, Suite 700
Kansas City, MO 64108
- 1a. Provider /Firm is: ___ National Regional ___ Local
- 1b. Year Provider/Firm Established: 1932 (Kansas City office opened in 2003)
Years of Experience providing RFP identified services/project for municipalities: 10 Years
Year of Experience providing Insurance Broker Services: 14 Years
- 1c. Licensed to do business in the State of Missouri: Yes ___ No
- 1d. Principal contact information: Name, title, telephone number and email address: Jeff Spencer
Sr. Vice President
(816)857-7802
jeff.spencer@holmesmurphy.com
- 1e. Address of office to perform work, if different from Item No. 1: N/A
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:
6 persons dedicated to Strategy, Financial Analysis, Communication, Compliance, Day-to-Day Service and Overall Program Success.
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
Bob Charlesworth, Charlesworth Benefits, L.C. - Strategic & Renewal Assistance
- 3a. Has this Joint Venture previously worked together? ___ Yes No

FORM NO. 2: KEY OUTSIDE CONSULTANTS

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

SUB-CONSULTANT #1

Name & Address: Charlesworth Benefits, L.C.
P.O. Box 23588
Overland Park, KS 66283
(913) 851-4730

Specialty/Role with this Project: Strategic Renewal Support and Historical Context

Worked with Lead Firm Before: Yes No

Year Firm Established: 1984

Years of Experience providing insurance broker services: 32 Years

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

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes No

Year Firm Established:

Years of Experience providing insurance broker services

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

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes No

Year Firm Established:

Years of Experience providing insurance broker services

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

FORM NO. 3: EXPERIENCE/REFERENCES

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

Project Name & Location: Liberty Public Schools

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: Liberty Public Schools (Broker of Record since June 2011)

8 Victory Lane

Liberty, MO 64068

Project Owner's Contact Person, Title & Telephone Number: Dr. Robert J. Vogelaar

Assistant Superintendent, Human Resources

(816) 736-7183

Estimated Cost (in Thousands) for Entire Project: \$220,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$220,000

Scope of Entire Project (Please give quantitative indications wherever possible): Full Brokerage and Consulting Services

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):
Full Brokerage and Consulting Services

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

FORM NO. 3: EXPERIENCE/REFERENCES
– CON'T

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

Project Name & Location: City of Leawood

Completion Date (Actual or Estimated): Ongoing (Broker of Record since September 2015)

Project Owners Name & Address: City of Leawood

4800 Town Center Drive

Leawood, KS 66211

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

Director, Human Resources

(913) 661-7005

Estimated Cost (in Thousands) for Entire Project: \$67,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$67,000

Scope of Entire Project (Please give quantitative indications wherever possible): Full Brokerage and Consulting Services

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):
Full Brokerage and Consulting Services

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

Jeff Spencer
Matt Wheeler
Amanda Collier
Candise Clark

**FORM NO. 3: EXPERIENCE/REFERENCES
CON'T**

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

Project Name & Location: City of Raymore

Completion Date (Actual or Estimated): Ongoing (Broker of Record since September 2015)

Project Owners Name & Address: City of Raymore
100 Municipal Circle
Raymore, MO 64083

Project Owner's Contact Person, Title & Telephone Number: Shawn Aulgur
Human Resources Manager
(816) 892-3005

Estimated Cost (in Thousands) for Entire Project: \$36,250

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$36,250

Scope of Entire Project (Please give quantitative indications wherever possible): Full Brokerage and Consulting Services

Nature of Service Provider's/Firm's responsibility in project (Please give quantitative indications wherever possible):
Full Brokerage and Consulting Services

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

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Jeff Spencer, Sr. Vice President
- b. Project Assignment: Strategy development and execution, oversight of day-to-day program initiatives and managing client expectations
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 13 other service providers/firms 7
- e. Education: Degree(s)/Year/Specialization: B.S. Business Administration, University of Kansas
- f. Current Registration(s): Life and Health Insurance License
- g. Other Experience & Qualifications relevant to the proposed project: Jeff opened the Kansas City branch of Holmes Murphy in 2003 after serving as Director of National Accounts for UNUM. Jeff has grown the office significantly and it is currently the fastest growing employee benefits operation in Kansas City. While building a client-first environment, Jeff has attracted the top talent in the region, which has allowed Holmes Murphy KC to be named as one of the Best Places to Work for 9 of the last 10 years.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Matt Wheeler, Vice President of Client Services, Employee Benefits
- b. Project Assignment: Support of financial aspects of health and welfare plans; cost impact studies and creative financial modeling to help design, monitor and implement benefit plans to support client strategies
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 10 other service providers/firms 5
- e. Education: Degree(s)/Year/Specialization: B.A. Philosophy, University of Missouri
- f. Current Registration(s): Life & Health Insurance License
Group Benefit Associate (GBA)
- g. Other Experience & Qualifications relevant to the proposed project: Matt serves as lead consultant for a number of public entity clients including, North Kansas City School District, City of Leawood, Liberty Public Schools, Johnson County Community College, Spring Hill School District and The Empire District Electric Cooperative. Matt is skilled in finding unique financial solutions to meet the budgeting constraints of public entities.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Shea Bollin, Business Development Consultant
- b. Project Assignment: Support service strategy and financial aspects of health and welfare plans
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 2 other service providers/firms 12
- e. Education: Degree(s)/Year/Specialization: B.S. Business Administration, University of Kansas
- f. Current Registration(s):
Life & Health Insurance License
Property & Casualty Insurance License
Group Benefit Associate (GBA)
- g. Other Experience & Qualifications relevant to the proposed project: Shea serves the role of financial consultant assisting with a number of clients including Garmin, Spring Hill School District, Meredith Corporation and Dimensional Innovations. Shea assists the team with overall strategy development for our clients' employee benefit programs.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Amanda Collier, Client Service Consultant
- b. Project Assignment: Responsible for operational management activities, including communication planning and development, resolving claim issues, working with vendors to implement plan design changes, directing open enrollment meetings, etc.
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 1 other service providers/firms 5
- e. Education: Degree(s)/Year/Specialization: B.A. Sociology & Spanish, Kansas State University
M.B.A., University of Kansas
- f. Current Registration(s): Life & Health Insurance License
Certified Employee Benefit Specialist (CEBS)
Group Benefits Associate (GBA)
Compensation Management Specialist (CMS)
Health Insurance Associate (HIA)
- g. Other Experience & Qualifications relevant to the proposed project: Amanda serves as the primary day-to-day contact for the City of Leawood, as well as National Bank of Kansas City, Alpine Bank and Midwest Trust Company. Amanda is a skilled customer service professional who regularly exceeded client expectations.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Candise Clark, Client Service Consultant
- b. Project Assignment: Responsible for operational management activities, including communication planning and development, resolving claim issues, working with vendors to implement plan design changes, directing open enrollment meetings, etc.
- c. Name of Service Provider/Firm with which associated: Holmes Murphy & Associates
- d. Years Experience:
With this service provider/firm 6 other service providers/firms 18
- e. Education: Degree(s)/Year/Specialization: Johnson County Community College
- f. Current Registration(s): Life & Health Insurance License
- g. Other Experience & Qualifications relevant to the proposed project: Candise serves as the primary day-to-day contact for the City of Raymore, as well as Crossfirst Bank. She also assists with servicing Gardner Edgerton School District, City of Leawood and Johnson County Community College. Candise has been serving clients and their employee benefit programs for over 25 years.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Bob Charlesworth
- b. Project Assignment: Strategic renewal support and historical reference
- c. Name of Service Provider/Firm with which associated: Charlesworth Benefits, L.C.
- d. Years Experience:
With this service provider/firm 32 other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization: B.S. Business Administration with Insurance Minor, Missouri State University
- f. Current Registration(s):
 - Life & Health Insurance License
 - Property & Casualty Insurance License
 - Chartered Property & Casualty Underwriter (CPCU)
 - Associate in Insurance Services (AIS)
 - Associate in Loss Control Management (ALCM)
 - Associate in Risk Management (ARM)
- g. Other Experience & Qualifications relevant to the proposed project: Bob has served the City of Lee's Summit since 1997


FORM NO. 5: PROJECT APPROACH NARRATIVE

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

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

We have outlined our project approach for the City on the following pages.

Holmes Murphy & Associates
Company Name
1828 Walnut Street, Suite 700
Address
Kansas City, MO 64108
City/State/Zip
(816)857-7800 (866)501-9322
Telephone # Fax#
42-0985055
Tax ID No.

Jeff Spencer
Authorized Person (Print)

Signature
Sr. Vice President
Title
1/9/2017
Date
S-Corp
Entity Type

EMPLOYEE BENEFITS EXPERIENCE/ SERVICES

Organizational Consistency:

Advising, Creating, Negotiating, Implementing, & Managing your Programs

Our work begins by conducting strategy sessions and discussions to develop and then confirm the short-term and long-term goals of the benefits program. Through this interaction with your benefits leadership team, we identify and detail your objectives and the measures of success. These become the basis for the overall program strategy and project management. We hold ourselves accountable to delivering on these objectives and continually measure performance versus the program goals.



HMA regularly conducts customer surveys to determine why they selected our firm as their benefit advisor. The survey consistently confirms that our clients **hire us and keep us** because of our **Expertise, Buying Power/Negotiations, and Human Resources Support**.

Expertise

A primary area of focus throughout our relationship with City will be to leverage our expertise and emphasize strategy development and design. Our goal is to ensure the plan is structured to offer the best possible solutions that meet employee needs without overburdening the City financially or administratively. The expertise of HMA team members and strategic partners will be critical in accomplishing this goal for you.



- | | |
|--------------------------------------|---|
| <i>Overall Program Strategy</i> | <i>Compliance</i> |
| <i>Strategy Meetings</i> | <i>Key Indicator & Vendor Reporting</i> |
| <i>Employee Communication</i> | <i>Actuarial Financial Projections</i> |
| <i>Marketing & Due Diligence</i> | <i>Plan Efficiency Analysis</i> |
| <i>Technology Utilization</i> | <i>Utilization Monitoring</i> |
| <i>Program Audit & Review</i> | <i>Wellness & Condition Mgmt Strategies</i> |
| <i>Budget Analysis & Support</i> | <i>Benchmarking Analysis</i> |



Overall Program Strategy

Our work will begin by implementing our Benefit Performance Management process. **Benefit Performance Management** enables us to **design, source, implement and maintain** benefit programs. The system is based upon our understanding of the inter-dependence of the three measurement categories in benefit programs: **administration, finance** and **delivery**.

The ideal benefits program for most companies makes benefits a “non-issue”.

- **For your employees**, we mean that the benefits provide peace of mind and user-friendly administration so that they can focus on their job responsibilities.
- **For the City**, we mean you can focus on your core business without undue financial or administrative burden - **no surprises**.



To achieve a “non-issue” status, a plan must be **well-conceived**, purchased from the **right vendors**, **implemented effectively**, and **continually monitored**.

- **Well-conceived** – The best possible solution is a design that meets employee needs while maximizing fiscal and human resources.
- **Right Vendors** - The richest plan design is of little value if the vendor cannot administer the program consistently and accurately. Because of volatility in the insurance industry, selection of appropriate vendors has never been more important.
- **Implemented Effectively** - The right plan from the right vendor is still of little value if employees do not understand: (1.) what they have or (2.) how to access the programs. It is also critical that their initial experience be positive so that they do not lose confidence in the plan due to administrative installation problems.
- **Continually Monitored** – A surprise in a benefit plan is seldom a good thing. Therefore, it is important to effectively and efficiently monitor financial and administrative performance of even the best benefit programs to avoid year-end surprises.

Our Benefit Performance Management system comes to life by engaging your stakeholders to understand where your programs are today and what you want to accomplish in the future. This process is perpetual in nature and becomes the basis for on-going program strategy.

Strategy Meetings

We will conduct formal review and strategy meetings as often as the City desires. To make the process as easy for your team as possible, we fully coordinate these sessions to include a review of the actual costs versus budget projections, utilization analysis, and a discussion of trends and opportunities.

Program Audit & Review

A consistent and comprehensive audit of the current benefits program is essential. We maintain a thorough understanding of all elements of your current benefit plans. As we review the programs each year, we keep two basic questions in mind: "What's working?" and "What's broken?"

Key Indicator & Vendor Reporting

Our primary role in reporting and analysis is to bring life to vendor data. It should not be your job to sort through potentially hundreds of pages of reports to try to figure out what is happening with the costs and why. We will provide the vendor data analysis and deliver a meaningful summary of the information providing clear answers. The end result of the analytical process will not only offer observations of what is happening, but will also include recommendations and solutions that could be implemented to influence future outcomes.

Actuarial Support

The support of our Actuarial unit is also available to help project future costs and analyze change opportunities. Mark Van Buskirk, Ph.D. is our full time in-house Chief Actuary and will assist in critical technical areas.

Wellness & Condition Management Strategies

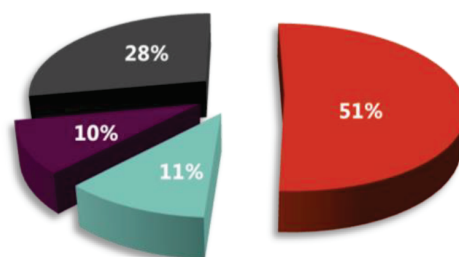
HMA is the leader in helping employers understand their role in the complex world of healthcare consumerism and focused interventions. Wally Goma, MBA/MHA, has depth of expertise in the area of utilization, wellness, and disease management consulting. Recently, HMA added Dr. Tim Church as Physician General and Todd Whitthorne as President to further add to our expertise in this critical area. Both Tim and Todd have tremendous expertise and knowledge in the wellness and condition management arena.

We believe that our understanding and commitment to this area is one of the single greatest features that set us apart from our competitors. Shifting costs to plan participants through "consumer-directed" plans is only part of the emerging healthcare cost control environment. HMA is helping employers understand how focused, clinically based intervention will impact your health plan, culture and employees.

Benchmarking Analysis

HMA conducts an annual survey of employers that includes over 450 plans across several industries. In addition, we often conduct industry and geographic location specific surveys for our clients. We welcome the opportunity to support you in any specific survey initiatives you might have including focused surveys of other employers in your labor force market areas.

Benchmark Claims



Design Strategy and Option Modeling

Emerging trends (i.e. consumerism, health & wellness, etc.) will continue to have a profound impact on future plan design options and decisions. Understanding the selection patterns and how that can increase or decrease the ultimate costs is critical in designing a multi-tiered plan program.

Best Practice Trends

On behalf of our clients, we are actively in the market managing bid/selection projects and performing vendor negotiations. Of equal importance, we are continually building upon our unique knowledge-sharing structure that allows us to stay on top of trends in all benefit areas. HMA will continue to combine our understanding of



your needs with our market insight to proactively present best practices and emerging opportunities that present the best fit for the City.

Buying Power and Negotiations

In addition to our benefits expertise, another of the top reasons our customers hire HMA is for our buying power and negotiating approach. We will utilize our unique system to ensure you select the best programs at the best price.

Internal Underwriting

Our belief is that the most effective negotiations come from having the deepest understanding of the data. We will perform internal underwriting on your behalf so that vendor negotiations are based on valid actuarial assumptions rather than market rates. This approach consistently places us in the best possible position to negotiate favorable terms with vendors and we are confident it will yield the best possible price for the City.

Vendor Negotiations

We will facilitate all negotiations with vendors. This will include a detailed initial review of the current programs to ensure that there are effective terms and provisions in the contracts.

HMA will conduct all RFP's for health and welfare programs where opportunities for improvement are possible. In addition, we have strong relationships with your current vendors. We will maintain vendor oversight to ensure that they are delivering appropriate levels of performance.

Leveraging Size & Growth

The combined annual health and welfare expenditures for our HMA client base are over \$1.50 billion in equivalent premium. HMA negotiates hundreds of benefit renewals per year on behalf of our clients; we use this negotiating strength to ensure that you receive the best possible price for the highest quality products and services.

Leveraging Affiliations

We currently participate on the National Advisory Boards for Aetna, CIGNA and United Healthcare and are involved with the Blue Cross National Consortium. In addition, we have preferred broker status with the majority of insurance companies in the market.

Our participation on these committees provides HMA and our clients additional tools and services that are not readily available in the general market. It also provides us with insight into the strategic direction of vendor companies and places us in a highly desirable position to negotiate the best possible contract terms. During the RFP process as well as during renewals, we leverage these affiliations on behalf of the City.

Human Resources Support

HMA has a strategic approach to human resources support that includes robust communication, compliance and education tools.

Buying Power & Negotiations

- Internal Underwriting
- Vendor Negotiations
- Leveraging Size & Growth
- Leveraging Affiliations

Human Resources Support

- Communication Support
- Communication Materials
- Compliance Support
- Client Education & Training Program
- Team Approach – Unlimited Access to HMA Benefit Team



These resources are powerful in themselves, but our associates make the difference. The City's HMA team is committed, passionate, experienced and prepared to continue to be a meaningful extension of your benefit department.

Communication Support

HMA will support the City's employee communication campaign on a number of fronts including open enrollment, onsite employee communication, customized support materials and special projects. Holly Monson acts as the first line of communication support in all areas and will be present at the City for employee assistance in accordance with the City's desires.

We understand the communication challenges of a diverse workforce and support you with the development of customized communication materials such as brochures, open enrollment guides, enrollment videos, and web implementations.

Mark Fitzgibbons, a full-time Benefits Communication Consultant, is available to assist the City to achieve maximum impact from your benefits communications program.

Communication Materials

HMA will produce custom communication materials for distribution to the City employees. Some examples include company policy handbooks, employee benefit handbooks, total compensation statements, open enrollment announcements and newsletters, wellness campaign brochures and informational brochures detailing the City-specific initiatives.

Compliance Support

HMA will support the City's compliance needs in a number of ways. HMA has assigned, Ed Oleksiak, Esq., in-house attorney, to assist in all compliance area HMA also has the services of Littler Mendelson, a national employee benefits law firm on retainer for ongoing compliance and legal assistance. Locally, we maintain a relationship with the Polsinelli law firm.

Our support commitment includes an online resource available to internal and external customers. We also coordinate and develop training materials for your benefit representatives to improve their knowledge of benefit plan details and administration.

Client Education & Training Program

Providing continuous education about latest industry trends, products and legislative activities, is an added value for our customers. HMA is nationally known for conducting high impact seminars and is commonly a key speaker at several association meetings.

ADDITIONAL VALUE-ADDED SERVICES

Deerwalk Health 360° is HMA's "big-data" analytics platform and longitudinal data warehouse hosted by Deerwalk, the industry's most advanced health analytics system. Deerwalk has the ability to integrate and correlate data allowing HMA to objectively measure results and maintain past history, even if a client elects to change carriers. The system gives our clients an objective approach to managing health

care through continual data analysis, gaps in care, risk and chronic disease management insight. Its powerful functionality includes the following:

- Track and measure performance of health improvement and wellness programs by health status and cost
- Measure ROI for capital investment in health improvement via cohort analysis
- Increased transparency and carrier assessment by utilizing our data engine and not carrier captive data
- Improved negotiation and underwriting leverage
- Detailed benchmarking of the City's plan outcomes versus Truven's massive database
- Streamlined reporting

ThinkHR

HMA provides customers with a human resources service known as ThinkHR at no cost. ThinkHR integrates cloud based technology along with access to live experts to provide customers with a wide variety of HR resources and solutions. The ThinkHR experts are seasoned, trained, credentialed professionals who have a vast experience in the HR arena. Areas addressed by ThinkHR include:

- **ThinkHR Live** – a team of HR advisors that answer questions and provide written summary for areas including compliance, leave of absence, wage and hour, terminations, recruiting & hiring and employee relations, benefits, investigations and worker's compensation among others.
- **ThinkHR Learn**- delivers the courses and solutions that matter most to organizations, helping them stay compliant and empowering HR staff and employees with the information and tools to grow professionally. There are hundreds of training and educational videos in the ThinkHR library. HMA has found that our customers especially value the following videos for their staff and employees: HIPAA – Your Obligations Under the Privacy Rule, FLSA What Supervisors Need to Know, All About Nutrition (for your wellness program), Financial Wellness (for your wellness program), How to Explain Benefits to New Hires, Terminating Employees – Checklist and the Process, FMLA – What Supervisors Need to Know, How to Conduct New Employee Orientation, ADA - What Supervisors Need to Know, Office Ergonomics, and many more!
- **ThinkHR Comply** – a web-based resource center for HR professionals. Contains thousands of forms, documents, tools and checklists. The site is up to date on the latest HR news and trends. Features of the resource center include: a Q&A database, customizable communication materials, benchmarking information, compliance guidelines, links to state and federal employment law, hiring and termination guidelines, health care reform center and HR whitepapers, in addition to many other features.

Zywave – Benefits, HR Content and Decision Support

The City will have access to the Zywave platform which provides a wealth of insurance-related tools and information. These services enhance our commitment to providing you the latest in strategic planning, expertise, innovation and technology. Largely speaking, we utilize the Zywave resources on your behalf and deliver content without the need for the City to directly access.



MyWave® Portal

We extend access to many services via a personalized MyWave® Portal Web site. Access offers you time-saving tools and resources that build convenience into managing your everyday work tasks. MyWave® will allow the City to collaborate with HMA online, access timely information and resources, or connect with human resource peers. Areas included under the MyWave® Portal include: Collaboration Center, Benchmarking Surveys, Compliance & Legislative Guides, and Resources & Employer Education, Healthshop and document templates.



PlanAdvisor™

PlanAdvisor™ provides a decision support selection tool as an option for employees to utilize in making plan design elections.

COBRA Solutions

HMA has a strategic partnership with multiple vendors to provide outsourced COBRA services. Our partnerships provide a **turnkey** approach, minimizing risk exposure and providing peace of mind that compliance requirements are being met. They only require that the plan sponsor simply notify the vendor of new plan members and those with qualifying events, either telephonically or via website.

The Compass Transparency Program

The Compass program accomplishes a number of health insurance and benefits related functions. It acts as a concierge service for employees to access regarding specific medical, vision and dental questions. The compass "Health Pro" is a live person dedicated to assisting employees by providing information regarding **actual cost of service transparency** for physician referred services, EOB and billing reconciliation, pharmacy price transparency, medical record history as well as general insurance and medical service information.

Insurance Benefit Exchange (IBX)

IBX is a technology platform focused on Life, Disability, Stop Loss and Dental insurance. It provides a streamlined procurement and program cost savings. First it allows HMA to place request for proposal (RFP) data on-line and ensures that the carrier markets respond accurately and timely. Data remains in the system in perpetuity, ensuring that current and future client RFP's can be out to market in efficiently and without re-work.

The second exciting IBX feature is the use of an "on-line reverse auction" (like EBay) for carrier participation when providing final pricing. Carriers view their ranking versus competitors and amend pricing real time as often as they desire during the auction window. This procurement process has produced average premium savings of 20-30% versus our clients' in-force or renewal rates.

We would be delighted to provide the City with a demo of any of these exciting value-added services.

PROPOSED ASSIGNED STAFF, STAFF QUALIFICATIONS, EXPERIENCE & CREDENTIALS

By building our firm with individuals that come from very specialized backgrounds, the talent of our people is a major differentiator. Our people come from several of the large national consulting houses, national health plans, and Fortune 500 companies. Each left his/her respective organizations to work in an environment that provides complete freedom to think creatively without constraints. We believe the HMA environment allows our talent to deliver the best solutions for our customers.



We do not work in a “silo” system where one team works on all of the same customers. Our culture is built on sharing knowledge and experiences, where we strive to pull the appropriate levels of expertise at the appropriate time from within our pool of experts. The goal in building our organization was to provide the appropriate areas of **expertise that a customer could find in one of the country’s largest consulting firms, but to do this with the customer service feel of a strong regional firm.** We believe that we have met these goals with in-house actuarial, legal/compliance, communication, and medical management measurement expertise that is available to all of our clients on an as-needed basis.

Primary Service Team: *YOUR DEDICATED SERVICE AND CONSULTING TEAM WILL INCLUDE AMANDA COLLIER, SENIOR CLIENT SERVICE CONSULTANT, EB; CANDISE CLARK, CLIENT SERVICE CONSULTANT, EB; SHEA BOLLIN, BUSINESS DEVELOPMENT CONSULTANT; MATT WHEELER, VICE PRESIDENT SERVICE, EB; JEFF SPENCER, SENIOR VICE PRESIDENT; AND JARRET SCHMIDT, SENIOR VICE PRESIDENT. HMA WILL BE PARTNERING WITH CHARLESWORTH BENEFITS, L.C. TO ASSIST WITH SERVICES PROVIDED TO THE CITY.*

Amanda and Candise will be responsible for coordinating and monitoring all of the services provided by HMA and your vendors; they will be the City’s primary daily contacts. Matt oversees all aspects of client service including financial reporting, plan design strategy and wellness programming. Jeff and Bob Charlesworth will be strategic partners throughout the relationship with HMA. Additionally, Jarret is responsible for voluntary benefit program implementation. We believe it is critical for clients to have access to a HMA representative familiar with your plans at all times, and we work diligently to ensure every member of your team is involved in or aware of all aspects of your plans and their performance.

Specific Expert Team: In addition to your Primary Services Team, the following team will also be integral at specific points during the plan year depending on project requirements.

- Compliance - Ed Oleksiak, Esq.(Senior Account Executive)
- Legal – Littler Mendelson & Polsinelli
- Actuarial - Mark Van Buskirk, PhD (Chief Actuary)
- Wellness Strategy - Wally Gomaa, MBA/MHA (President ACAP Health)
- Communication – Mark Fitzgibbons (Communication Specialist)

Our account management philosophy is to remain actively involved in all aspects of our customer relationship from program reviews, through implementation, and the continued monitoring of vendor relationships and plan performance. This approach distinguishes us from our competition, many of whom prefer to have a limited role in the ongoing management of vendor/client relations as they pursue new business opportunities.

Our normal business hours of operation are 8:00 a.m. to 5:00 p.m. central standard time; however, we are very flexible and accessible to our clients - - a commitment that the City can count on. When you call us with a question, you **WILL** receive a call back for discussion and swift resolution.

Additionally, all of our associates utilize smart phone technology to receive emails and phone calls during and after normal business hours.



Direct Service Team



JEFF SPENCER

- General Manager
- Dad, mentor, coach
- 24 years
- Liberty Public Schools, Hy-Vee, Garmin, Gardner Edgerton SD, Wellmark Blue Cross, KVC



SHEA BOLLIN

- Mechanic
- Fisherman, Pitmaster, KU Fan
- 14 years
- Inergy Propane, Garmin, Cree, Dimensional Innovations, Hooper Holmes



JARRET SCHMIDT

- Head Coach
- Adoptive dad, coach, tennis family
- 24 years
- Genesis Health Systems, North Kansas City Schools, Unity Point, Hy-Vee, Garmin, ESSDACK



MATT WHEELER

- Mr. Moneyball
- Brady Bunch, Coach, "Philosopher"
- 19 years
- Garmin, Ferrell-gas, North Kansas City Schools, VML, Liberty Public Schools



AMANDA COLLIER

- KU / KSU Grad
- 6 years
- Alpine Banks, City of Leawood, Exline



CANDISE CLARK

- Porter
- 25 years
- CrossFirst, Service Management Group, City of Raymore



EXPERT RESOURCES

MARK VAN BYSKIRK CHIEF ACTUARY	DR. TIM CHURCH CHIEF MEDICAL OFFICER	ED OLEKSIK VP COMPLIANCE	POL SINELLI LEGAL	WALLY O'MARA WELLNESS STRATEGY	TODD WHITTHORNE DIRECTOR CLINICAL CARE	MARK FITZIBBONS COMMUNICATION DIRECTOR

SCOPE OF SERVICES

- a. Human Resources Support
 - Dedicated, **Consistent** Account Team
 - On-site service support as needed
 - Day-to-Day Resolution of Service Issues
 - Monthly, Quarterly and Annual Custom Reporting
 - Presentation to and Participation in Board Meetings as requested
 - Employee Benefit Communication pieces (Benefit & Company Policy Handbooks, Benefit Statements, Employee Education Materials)
 - On-line Enrollment and Eligibility System, Company Intranet Portal
 - MyWave™ Technology Portal
 - Compliance Assistance (Legislative Updates, Professional Legal Opinion)
- b. Annual Plan Due Diligence/Analysis
 - Program Marketing (All coverages)
 - Plan Design Analysis
 - Contribution Strategy Analysis, Design & Employee Communication
 - Network Efficiency Audit
 - Funding Analysis & Education
 - Carrier Performance Guarantee Development, Implementation & Annual Review
 - Claims Modeling through Deerwalk Health 360°
 - Rx Savings & Formulary Analysis
 - Ancillary Coverage Analysis and Product Alternatives
 - Voluntary Benefits Analysis and Implementation
- c. Health & Wellness
 - Develop Long Term Strategy (Creating a Culture of Wellness)
 - Employee Education Campaign
 - Evaluate/Implement Health Assessments
 - Evaluate/Implement Biometric Screenings
 - Participant Incentive Analysis
 - Proactive Identification of Future Large Claims
 - Monitor/Measure Program Return on Investment
 - Create Program Year-Over-Year Benchmarks

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

Personnel Classification	Typical Work Tasks	Hourly Billable Rates
		N/A
TOTAL		

Holmes Murphy (HMA) does not provide services based on billable hours. Our practice is built around improving the results for our clients no matter what or how long it takes. We believe that billable hours can be an additional administrative task that can yield non-desirable outcomes while discouraging our customers from accessing our consulting services.


We understand the desire of The City is a non-commission based Per Employee Per Month (PEPM) Fee. We are proposing an alternate fee design that does include commissions built into the BlueKC premium. HMA does maintain a direct "Blue Chip" broker status with BlueKC. We view this designation to be of importance both from relationship and financial standpoints. As a direct "blue chip" broker we have unique insights into the direction of the BlueKC, input relative to process improvements and enhanced access to their management team. From a financial standpoint we receive additional bonus compensation. These bonuses do not directly affect the premium rates paid by our clients and ultimately allow HMA to provide our service at a lower effective cost versus non-"blue chip" competition. The overall result is that our BlueKC clients, benefit financially by leveraging HMA's relationship with BlueKC.

We are proposing the following compensation structure:

- BlueKC Minimum Commission: \$58,000 Annually (this translates to \$7.18 PEPM)
- Blue Chip Bonus: \$9.50 PEPM (\$76,722 Annually)

This creates total annual compensation to HMA of \$134,722, of which only \$58,000 is charged directly to The City. This level of compensation allows us to deliver our complete suite of services and minimizes the financial impact to The City. In the future, if the City moves the insurance coverage from BlueKC, HMA would adjust the overall PEPM rate commensurate with the current compensation (roughly \$16.50 PEPM).

Holmes Murphy & Associates
Company Name
1828 Walnut Street, Suite 700
Address
Kansas City, MO 64108
City/State/Zip
(816)857-7800 (866)501-9322
Telephone # Fax#
42-0985055
Tax ID No.

Jeff Spencer
Authorized Person (Print)

Signature
Sr. Vice President
Title
1/9/2017
Date
S-Corp
Entity Type

FORM NO. 6B:
SERVICE RELATED DIRECT EXPENSES

ITEM	UNIT COST
All Services outlined in the RFP response are included in the Base Fee outlined on Form 6A	N/A

Holmes Murphy & Associates
 Company Name


1828 Walnut Street, Suite 700
 Address

Kansas City, MO 64108
 City/State/Zip

(816)857-7800 (866)501-9322
 Telephone # Fax#

42-0985055
 Tax ID No.

Jeff Spencer
 Authorized Person (Print)



Signature

Sr. Vice President
 Title

1/9/2017
 Date

S-Corp
 Entity Type

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

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


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

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

County of Johnson)
) ss.
State of Kansas)

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


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



Affiant
Jeff Spencer


Printed Name

Subscribed and sworn to before me this 5th day of January, 2017.



Notary Public

SEAL





Company ID Number: 223402

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 at 888-464-4218.

Employer Holmes Murphy & Associates, Inc.	
Kathryn D Eklov	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	06/19/2009
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	06/19/2009
Signature	Date

AGREEMENT NO. 2017-060
PART II - FEE STRUCTURE

Initial Fee Structure - Contract Inception to December 31, 2017

For the period beginning as of the execution of this Agreement, and extending until December 31, 2017, Service Provider will bill City on a per employee per month (PEPM) basis for each employee enrolled in a health care plan through the City. The rate for the initial period of this Agreement shall be \$7.50 PEPM.

Subsequent Renewal Fee Structure – Years 2 - 5 (Annual Renewals through December 31, 2021):

For each of the eligible renewals of this Agreement, beginning on January 1, 2018 and continuing each year through final termination, Service Provider will bill City on a per employee per month (PEPM) bases for each employee enrolled in a health care plan through the City based upon the following:

- Blue Cross Blue Shield of Kansas City as Medical Insurance Provider: In the event that City engages or continues to engage Blue Cross Blue Shield of Kansas City as the provider of medical health insurance benefits to employees, City's directly billed rate from Service Provider shall be \$7.50 PEPM. City further acknowledges Service Provider's status as a "Blue Chip" broker of Blue Cross Blue Shield of Kansas City and understands that Service Provider will be entitled to an additional payment, directly from Blue Cross Blue Shield of Kansas City, which is in no way tied to City's premiums or rates with Blue Cross Blue Shield of Kansas City, of \$9.50 PEPM.
- Other Medical Insurance Provider: For any other medical insurance provider chosen by City, the continuing rate for this Agreement beyond the initial term shall be \$10.00 PEPM.

Rate Guarantee: Service Provider guarantees the above-listed rates for the entire period of the Agreement, including all possible renewals, and that rates for the services contemplated herein will not be increased.

Net Commissions: Service Provider warrants and represents that all services provided on behalf of City are to be net of commissions, and Service Provider shall not be eligible to receive any commissions from any benefit provider on behalf of the City except those specifically outlined herein.

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

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

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

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

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

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

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

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

Limits:

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

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

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

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

GENERAL INSURANCE PROVISIONS:

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

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

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

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

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

City of Lee's Summit
 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.

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

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

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. INDEMNITY AND HOLD HARMLESS: Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. COMPLIANCE WITH APPLICABLE LAW: Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. DOMESTIC PRODUCTS: The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. CONFLICTS: No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. DEBARMENT: By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or provision of law. If the 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.

CITY OF LEE'S SUMMIT
 PROCUREMENT AND CONTRACT SERVICES DIVISION
 STANDARDIZED EVALUATION FORM
 Interview Ranking Composite Score Sheet

PROJECT: Health Insurance and Employment Benefit Brokerage/Consulting Services
 RFP NO.: 2017-060

Composite Proposal Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions				FIRM	FIRM	FIRM
				Pts	# Mmbrs	Max Pts	Gallagher	CBIZ	Holmes-Murphy
Outstanding	25 - 30	17 - 20	9 - 10						
Exceeds Acceptable	19 - 24	13 - 16	7 - 8						
Acceptable	13 - 18	9 - 12	5 - 6						
Marginal	0 - 12	0 - 8	0 - 4						
1. Evidence of Experience, Reliability and References: (FORM 3): Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? . Consider any sub-consultants to be used and their experience (if applicable).				30	4	120	100	118	110
2. Expertise of Firm Personnel: (FORM 4): Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).				30	4	120	105	115	110
3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.				10	4	40	28	38	33
4. Project Approach: (FORM 5): Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.				20	4	80	55	56	79
5. Cost: Includes all related cost associated with this project. (FORM 6D):				10	4	40	16	16	40
				100		400	304	343	372

Packet Information

File #: TMP-0392, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO. 8 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES FOR THE CITY OF LEE'S SUMMIT, MISSOURI

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO. 8 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES FOR THE CITY OF LEE'S SUMMIT, MISSOURI

Key Issues:

Before the start of a new fiscal year, City departments will project, or estimate, the final anticipated revenues and expenditures, in the current fiscal year, for their prospective fund or department. The year-end projections are developed to help identify a more accurate financial condition. In some instances, budget amounts are calculated 6 to 12 months before the start of the fiscal year. The process of calculating year-end projections helps refine anticipated revenue and expenditures, and cost savings.

Since the adoption of the original budget on June 16, 2016, the following departments have projected incurring additional costs that would exceed budgeted amounts:

1. **Public Works Engineering (\$27,827):** During the FY17 Projection process, staff identified increased revenues from Capital Project Reimbursements to the General Fund to account for staff time on capital and infrastructure projects. The Capital Project Reimbursement was revised up \$65,000 to \$1,375,000. This increased revenue will be spent to reimburse related staff overtime expenses.
2. **Finance (\$211,290):** As part of Chapter 100 development projects, the City collects Payment in Lieu of Taxes (PILOTs) from property owners, and disburses the dollars in a manner similar to the County's process for distributing property taxes to applicable jurisdictions. As a result of new projects coming online, the PILOT revenues have been revised up \$245,898. The budget amendment will empower the Finance Department to distribute PILOT revenues to partner taxing jurisdictions.
3. **Public Works Operations (\$67,002):** Public Works Operations incurred an unanticipated expense as a result of repairs to a City-owned railroad spur in the right-of-way.
4. **Administration (\$182,998):** The Administration Department is projected to exceed budget following evaluation of the City's vehicle fueling operations. The current fuel pump and underground fuel tanks located in the rear drive of Fire Headquarters, 207 SE Douglas, were installed in the 1980s. City has received notice from the Missouri Petroleum Storage Tank Insurance Fund (MPSTIF) that it has been discovered that the type of fiberglass tank at Fire Headquarters cannot tolerate the ethanol blend fuels in use today. Some fiberglass tanks can be relined to work with ethanol blend fuels, but the tanks in question cannot. This means that the

MPSTIF will stop insuring those tanks after 2018. Without coverage from MPSTIF, the City would lose its Department of Natural Resources permit for the underground tanks.

Prior to the insurance notice, staff was working on plans for the future removal of this fuel site due to its proximity to a large stormwater inlet and the potential risk of fuel spillage. The Fleet Advisory Board (comprised of representatives from user departments) has selected a potential site that meets the operational needs of the departments and takes advantage of available space at an existing city facility. The new site will utilize above ground tanks, like we do at most of our fueling sites. Costs for the development of the new site and removal Fire Headquarters sites are estimated to be \$250,000.

Funding for these increased costs is available through projected revenue growth. The General Fund is expected to finish the fiscal year with a surplus of approximately \$75k which is an improvement from a budgeted deficit of approximately \$1.5m that included significant one-time capital costs.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING AMENDMENT NO. 8 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES FOR THE CITY OF LEE'S SUMMIT, MISSOURI

Background:

Each year, as part of the budget process, City departments project their year-end revenue and expense amounts. This is an important step to help identify new trends and any unexpected changes that might have occurred during the fiscal year. The updated information is then used to identify a net income or loss of each fund.

Presenter: Jack Feldman

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 8 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: N/A

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING AMENDMENT NO. 8 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI

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

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

Whereas, the City Council of the City of Lee's Summit wishes to authorize an amendment to the Budget by re-appropriating expenditures for Fiscal Year ending June 30, 2017.

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

SECTION 1. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, is hereby amended by changing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2016-2017, in the manner shown below:

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Administration	\$182,998	\$4,246,299
F100 General Fund	Finance	\$211,290	\$8,257,846
F100 General Fund	Public Works Operations	\$67,002	\$5,085,926
F100 General Fund	Public Works Engineering	\$27,827	\$5,349,703

SECTION 2. All other provisions of Ordinance No. 7894 shall remain in full force and effect subject to Amendment No. 1 (Ordinance No: 7944); Amendment No. 2 (Ordinance No: 7945); Amendment No. 3 (Ordinance No: 7963); Amendment No. 4 (Ordinance No: 7993); Amendment No. 5 (Ordinance No: 7994); Amendment No. 6 (Ordinance No: 8044); and Amendment No. 7 (Ordinance No: 8077)

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

BILL NO.

ORDINANCE NO.

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

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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



FY17 Projections
Finance & Budget Committee
February 6, 2017

Outline

- Revenue Projections
- Expense Projections
- General Fund Department Budgets
- Five-Year Model
- Budget Amendment No. 8



Revenue Projections

Category	Budget	Projected	Variance (\$)	Variance (%)
Property Tax	\$19,341,788	\$20,004,833	\$663,045	3.43%
Sales Tax	\$15,136,358	\$15,580,746	\$444,388	2.94%
Franchise Tax	\$13,524,887	\$13,309,633	(\$215,254)	-1.59%
Motor Vehicle Taxes	\$3,364,508	\$3,559,941	\$195,433	5.81%
Other Taxes	\$332,640	\$330,798	(\$1,842)	-0.55%
Fines & Forfeitures	\$1,412,986	\$1,372,331	(\$40,655)	-2.88%
Licenses & Permits	\$1,786,379	\$2,706,610	\$920,231	51.51%
Intergovernmental	\$826,253	\$898,990	\$72,737	8.80%
Charges for Service	\$5,271,476	\$6,025,244	\$753,768	14.30%
Investment Earnings	\$64,103	\$45,057	(\$19,046)	-29.71%
Other	\$1,494,400	\$1,559,400	\$65,000	4.35%
Sale of Property	\$0	\$0	\$0	0.00%
Transfers In	\$954,515	\$954,515	\$0	0.00%
Total	\$63,510,293	\$66,348,098	\$2,837,805	4.47%



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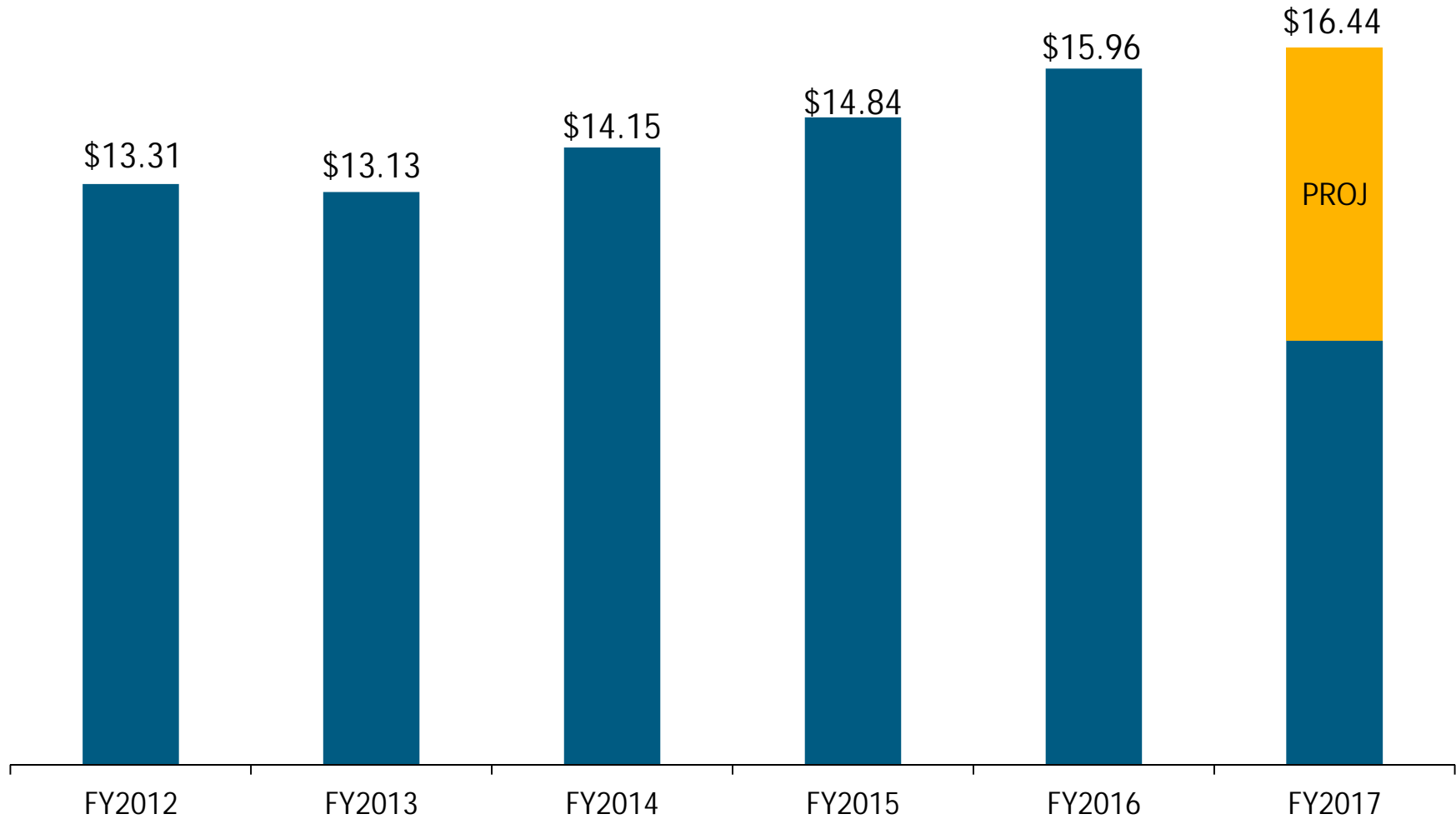


Revenue Projections

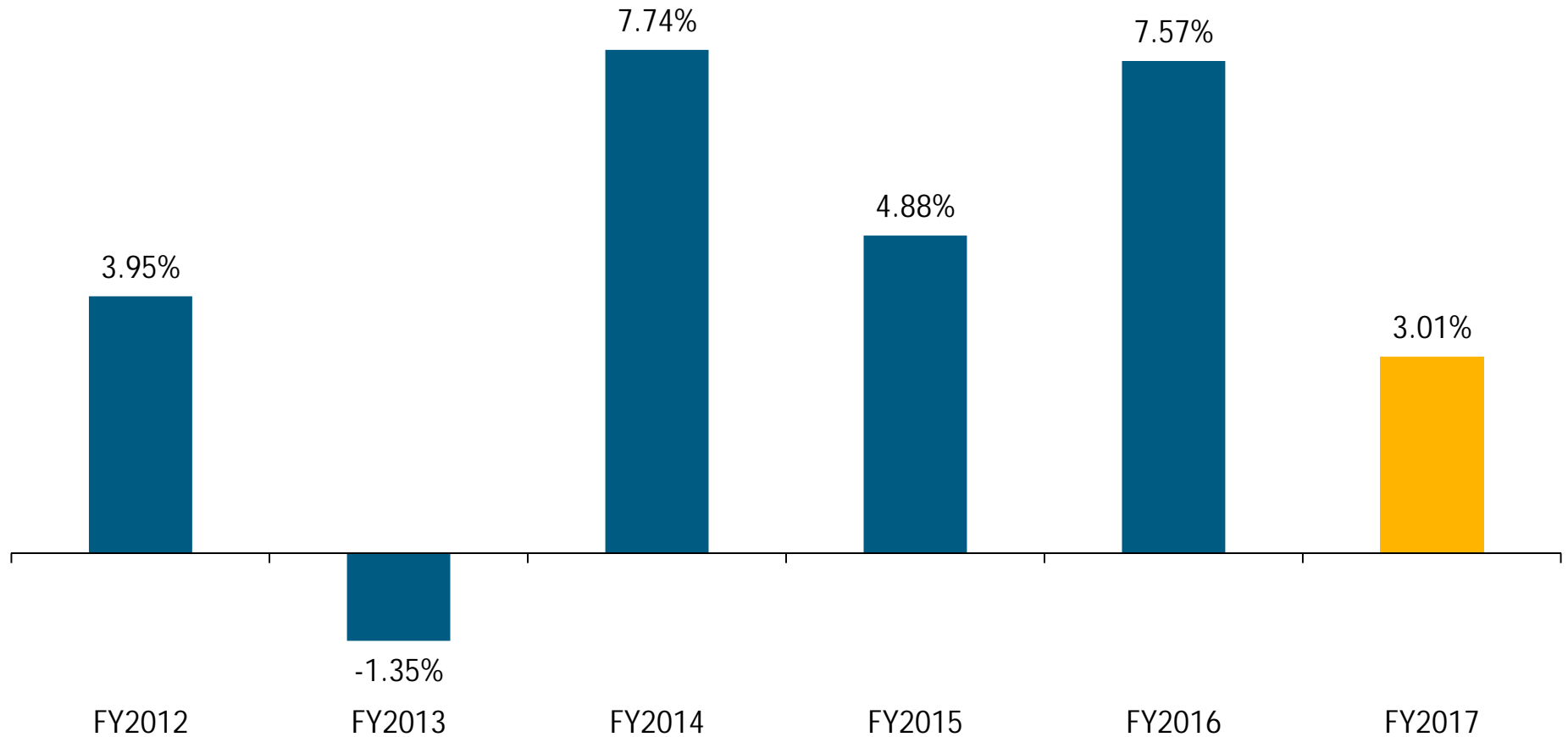
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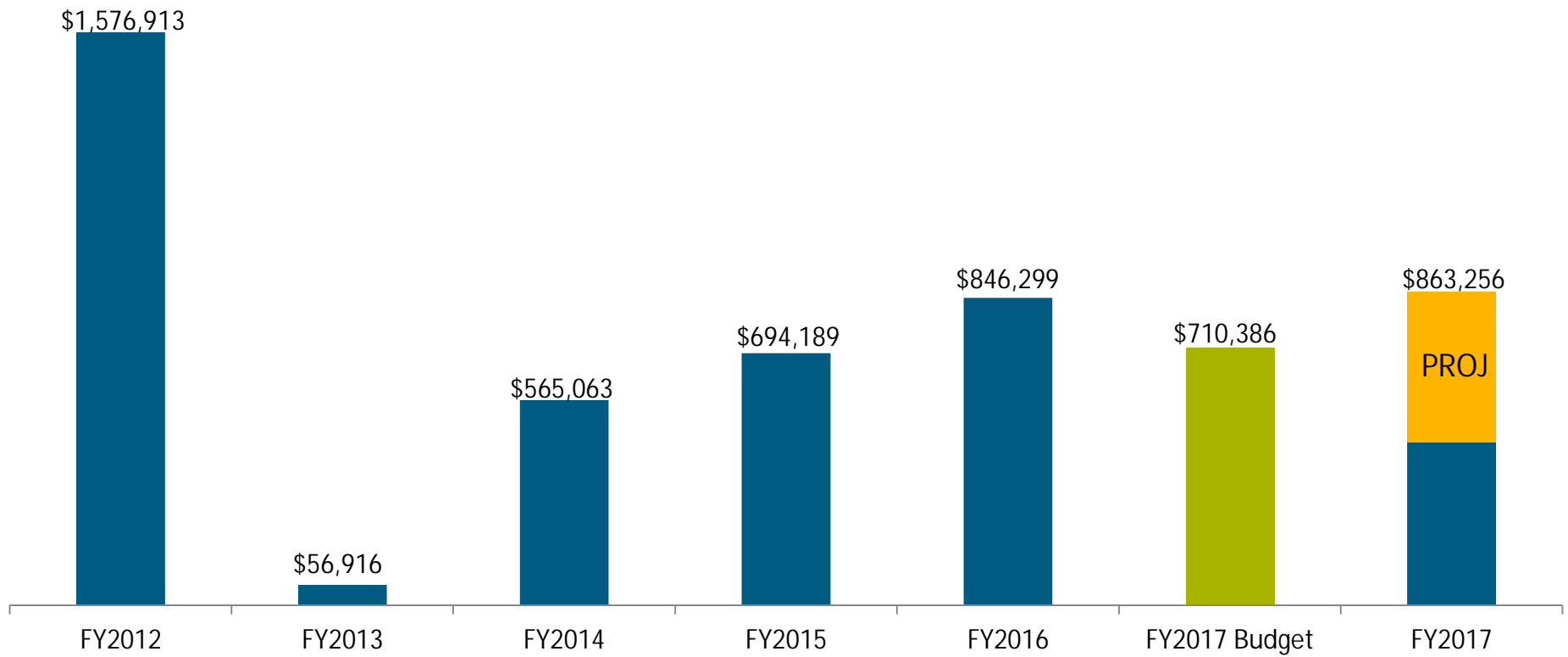
Sales Tax Receipts (in millions)



Sales Tax Annual Change (%)



EATs Expense



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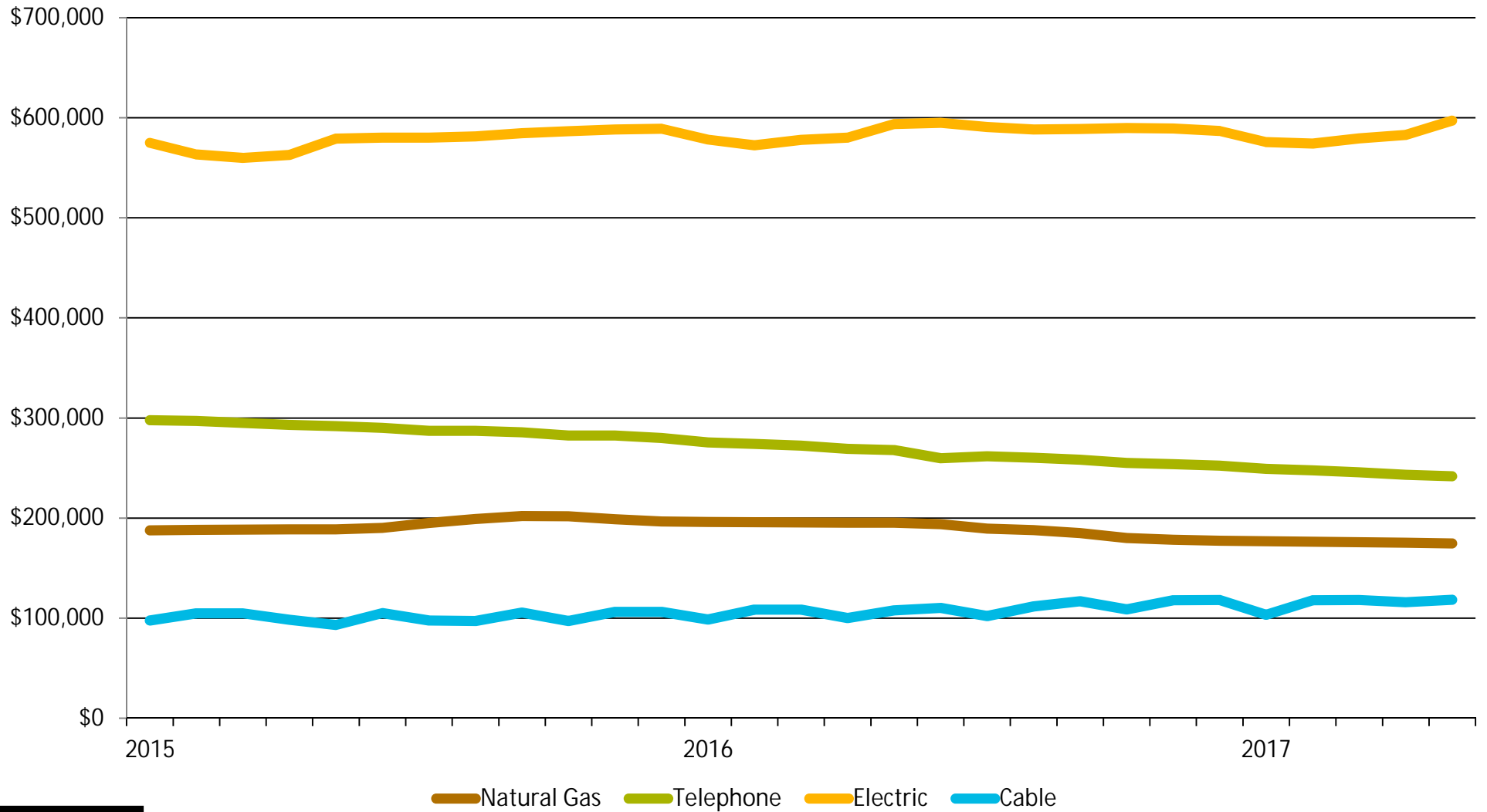


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Franchise Tax Monthly Revenue (24-month moving average)



Revenue Projections

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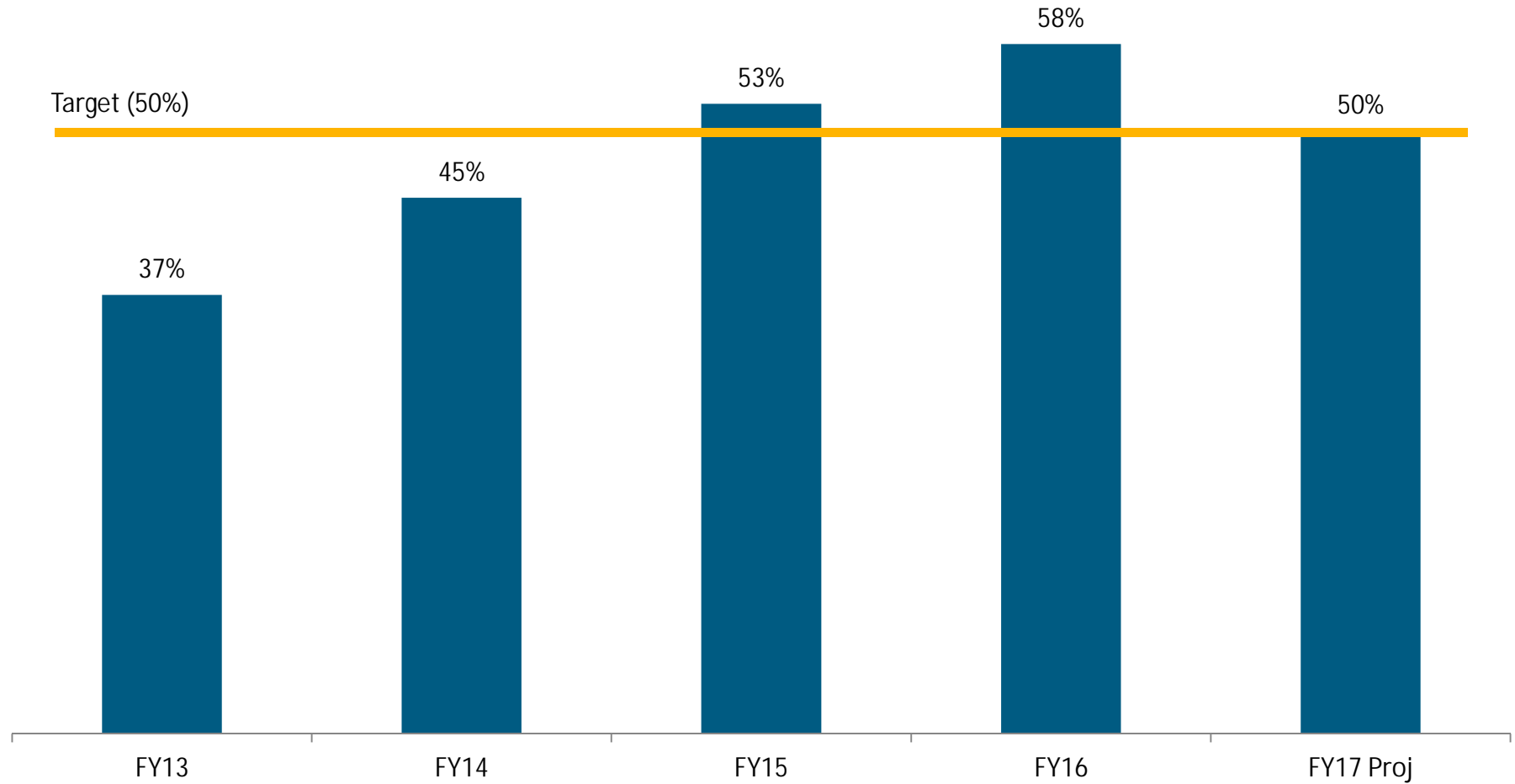


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Development Revenue as a Percent of Costs



Revenue Projections

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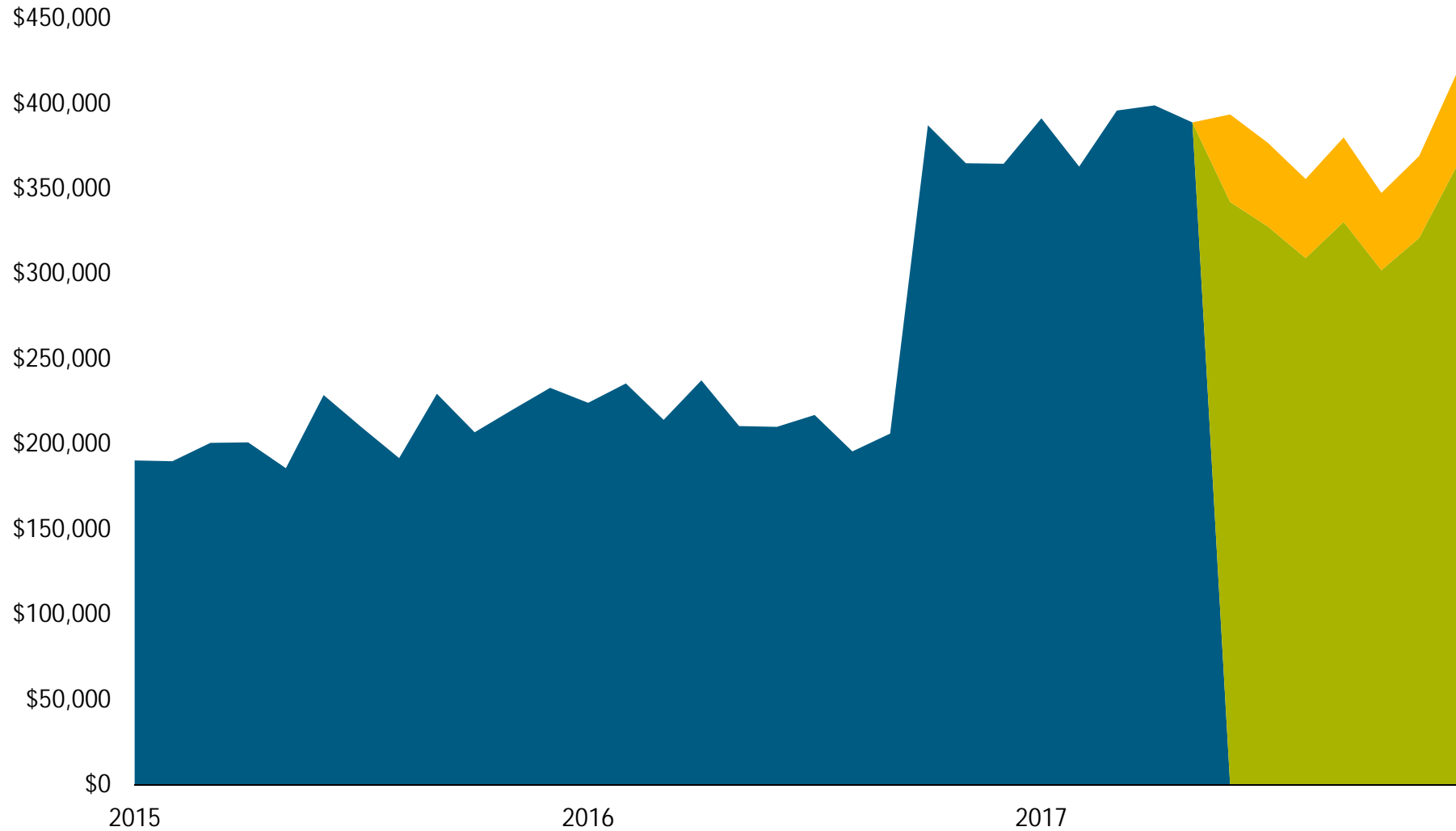


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Ambulance Fees Monthly Revenue



■ Actuals ■ Budget ■ Proj

Expense Projections

Expense	Budget	Projected	Variance (\$)	Variance (%)
Personal Services	\$43,890,286	\$44,681,361	(\$791,076)	-1.80%
Supplies for Resale	\$235,000	\$235,000	\$0	0.00%
Other Supplies & Services	\$9,736,986	\$10,379,787	(\$642,801)	-6.60%
Repairs and Maintenance	\$1,398,571	\$1,342,691	\$55,880	4.00%
Utilities	\$1,738,634	\$1,743,894	(\$5,260)	-0.30%
Fuel and Lubricants	\$564,153	\$509,864	\$54,289	9.62%
Depreciation	\$0	\$0	\$0	0.00%
Miscellaneous	\$341,790	\$278,396	\$63,394	18.55%
Interest	\$0	\$0	\$0	0.00%
Debt Service	\$0	\$0	\$0	0.00%
Capital Outlay	\$675,000	\$635,000	\$40,000	5.93%
Interdepartment Charges	\$5,899,392	\$5,899,392	\$0	0.00%
Transfers Out	\$568,210	\$568,210	\$0	0.00%
Total	\$65,048,022	\$66,273,595	(\$1,225,574)	-1.88%



GF Department Budgets

Department	Budget	Projected	Variance (\$)	Variance (%)
Administration	\$4,063,301	\$4,225,962	(\$162,661)	-4.00%
Public Works Engineering	\$5,321,876	\$5,349,703	(\$27,827)	-0.52%
Law Enforcement	\$19,738,474	\$19,706,753	\$31,721	0.16%
Fire/EMS Service	\$16,718,365	\$17,706,005	(\$987,640)	-5.91%
Finance	\$8,046,556	\$8,257,846	(\$211,290)	-2.63%
Legal Services	\$1,299,729	\$1,266,343	\$33,386	2.57%
Municipal Court	\$823,952	\$821,653	\$2,299	0.28%
Public Works Operations	\$5,018,924	\$5,036,425	(\$17,501)	-0.35%
Development Services	\$3,481,675	\$3,394,970	\$86,705	2.49%
Planning & Special Projects	\$535,170	\$507,935	\$27,235	5.09%
Total	\$65,048,022	\$66,273,595	(\$1,225,573)	-1.88%



Net Income

	FY17 Budget	FY17 Projected
Total Revenues	\$63,510,293	\$66,348,098
Total Expenses	\$65,048,022	\$66,273,595
Net Income	(\$1,537,729)	\$74,503

One-Time Capital Expenditures

- EMS Ambulance Expansion: \$635,000
- ITS Software Projects: \$204,995
- Compensation Study: \$250,000
- Fuel Site (Proj): \$250,000



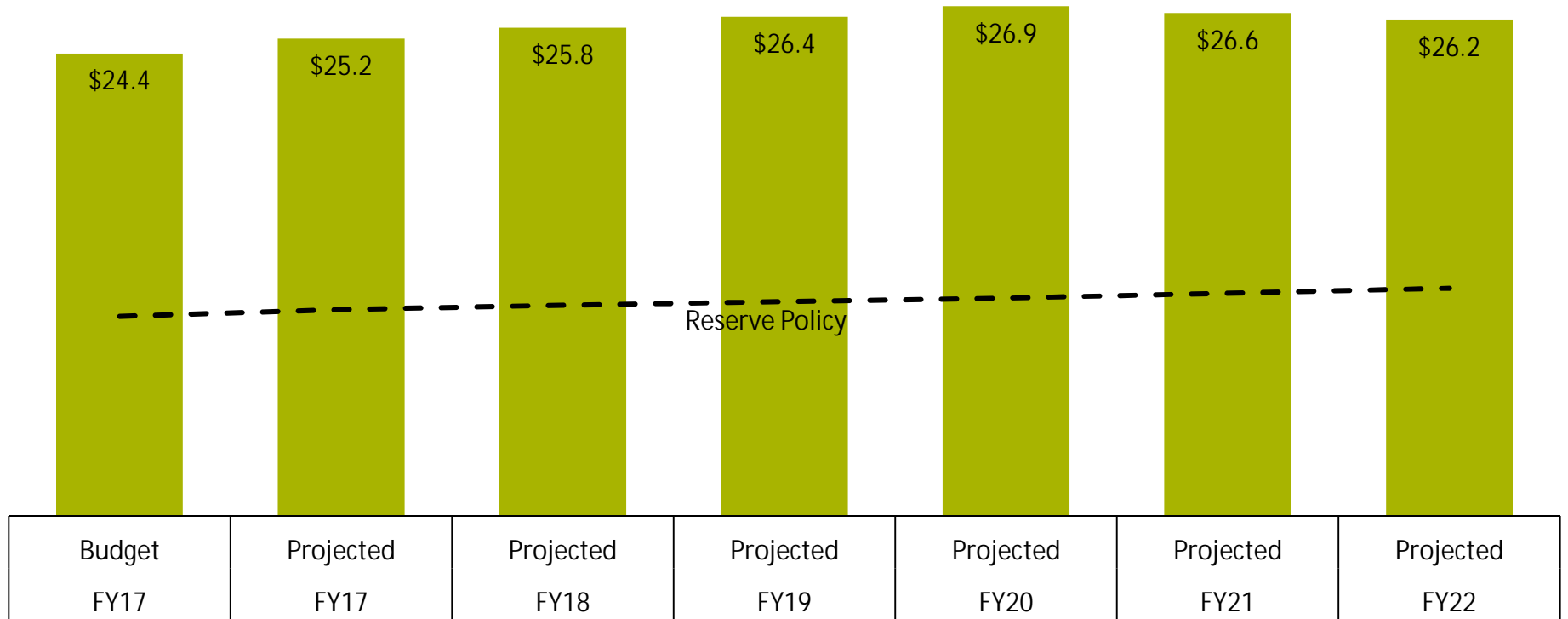
Five-Year Model Annual Surplus/(Deficit)

(\$1 = \$1,000)



General Fund Reserve Balance

(\$1 = \$1,000,000)





FY17 Budget Amendment No. 8

FY17 Budget Amendment No. 8

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Public Works Operations	\$67,002	\$5,085,926
F100 General Fund	Administration	(\$67,002)	
F100 General Fund	Administration	\$250,000	\$4,246,299
F100 General Fund	Finance	\$211,290	\$8,257,846
F100 General Fund	Public Works Engineering	\$27,827	\$5,349,703



Packet Information

File #: TMP-0391, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO. 9 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO. 9 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI

Key Issues:

Before the start of a new fiscal year, City departments will project, or estimate, the final anticipated revenues and expenditures, in the current fiscal year, for their prospective fund or department. The year end projections are developed to help identify a more accurate financial condition. In some instances, budgeted amounts are calculated 6 to 12 months before the start of the fiscal year. The process of calculating year end projections helps refine anticipated revenue and expenditure budget amounts by factoring real time trend information, unanticipated revenues or expenditures, or cost savings.

Since the adoption of the original budget on June 16, 2016, the Fire Department has projected to incur additional costs that would exceed budgeted amounts.

- On January 5, 2017 the City Council approved a labor agreement by and between the International Association of Fire Fighters (IAFF) and the City of Lee's Summit. This agreement provided for wage adjustments for IAFF members. Concurrent with the approval of the agreement, Council approved wage adjustments for non-sworn fire personnel. As a result, this amendment will increase the Fire Department's budget to reflect the City Council's actions taken at the January 5, 2017 meeting. The anticipated cost of the wage adjustments is approximately \$1.2m annually or \$600k for the remainder of FY17. Additionally, to implement these adjustments it is necessary to revise the pay and classification plan to accommodate the increase for Paramedic Pay and a straight hour for hour conversion for Communications Specialists.
- In addition to increased costs associated with the labor agreement, the Fire Department also anticipates an increase in overtime costs. Overtime pay is paid to personnel who cover vacant shift positions that are necessary to meet minimum staffing requirements. Overtime costs are expected to increase \$550k above budget and are projected to total approximately \$1.025m for FY17.

Funding for the increased costs is available through increased revenue. FY17 revenue projections are expected to be \$2.8m above budgeted amounts. In total, the General Fund is projected to have a small

surplus of \$75k at the end of the year.

Proposed City Council Motion:

I move to recommend to the City Council approval of AN ORDINANCE APPROVING AMENDMENT NO. 9 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI

Background:

Each year, as part of the budget process, City departments project their year-end revenue and expense amounts. This is an important step to help identify new trends and any unexpected changes that might have occurred during the fiscal year. The updated information is then used to identify a net income or loss for each fund.

Presenter: Nick Edwards, Director of Administration

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 9 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI

Committee Recommendation: N/A

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 9 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI

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

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

Whereas, the City Council of the City of Lee's Summit wishes to authorize an amendment to the Budget by re-appropriating expenditures for Fiscal Year ending June 30, 2017.

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

SECTION 1. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, is hereby amended by changing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2016-2017, in the manner shown below:

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Fire	\$987,640	\$17,706,005

SECTION 2. That the 2017 Labor Agreement by and between the City of Lee's Summit, Missouri and the International Association of Firefighters Local 2195, a true and accurate copy of wage adjustments for IAFF members and Chief Officers being attached hereto as "Exhibit A" and incorporated herein as though fully set forth, be and hereby is approved.

SECTION 3. All other provisions of Ordinance No. 7894 shall remain in full force and effect subject to Amendment No. 1 (Ordinance No: 7944); Amendment No. 2 (Ordinance No: 7945); Amendment No. 3 (Ordinance No: 7963); Amendment No. 4 (Ordinance No: 7993); Amendment No. 5 (Ordinance No: 7994); Amendment No. 6 (Ordinance No: 8044); Amendment No. 7 (Ordinance No: 8077); and Amendment No. 8 (Ordinance No:_____).

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

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

BILL NO.

ORDINANCE NO.

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

Exhibit A

EMPLOYEE	JOB-CODE.DESCRPTION	OLD PAY-RATE	New Pay Rate 1/14/17	New Pay Rate with Stipend	New Pay Grades
4225	Office Coordinator	19.1689	20.1273	20.1273	10
26275	Management Analyst - Fire	22.1111	23.2167	23.2167	13
4212	Communications Supvr-Fire	26.7006	30.8068	30.8068	14
4119	Fire Chief	61.6997	64.8154	64.8154	22
98582	Firefighter	13.2758	13.6518	13.6518	F1
99076	Firefighter	12.9212	12.9212	12.9212	F1
4203	Communications Specialist-Fire	24.1087	27.5811	27.5811	F11
4264	Communications Specialist-Fire	18.1339	25.8218	25.8218	F11
4280	Communications Specialist-Fire	18.4022	24.0626	24.0626	F11
98569	Communications Specialist-Fire	16.4577	18.7847	18.7847	F11
98851	Communications Specialist-Fire	16.1462	17.9051	17.9051	F11
98896	Communications Specialist-Fire	16.0567	17.9051	17.9051	F11
98850	Communications Specialist-Fire	16.1462	17.9051	17.9051	F11
94476	Communications Specialist-Fire	15.9911	17.0254	17.0254	F11
99097	Communications Specialist-Fire	15.9911	17.0254	17.0254	F11
4211	Lead Comm Specialist-Fire	24.5809	28.8341	28.8341	F12
4214	Lead Comm Specialist-Fire	23.4718	28.8341	28.8341	F12
4170	Lead Comm Specialist-Fire	25.311	28.8341	28.8341	F12
98579	Firefighter	14.6152	13.6518	15.7123	F1P
98580	Firefighter	14.5092	13.6518	15.7123	F1P
98581	Firefighter	14.6769	13.6518	15.7123	F1P
98587	Firefighter	14.5843	13.6518	15.7123	F1P
98584	Firefighter	14.6049	13.6518	15.7123	F1P
98586	Firefighter	14.5092	13.6518	15.7123	F1P
98901	Firefighter	14.3463	13.2815	15.3419	F1P
98902	Firefighter	14.3706	13.2815	15.3419	F1P
98841	Firefighter	14.4492	13.2815	15.3419	F1P
98904	Firefighter	14.3463	13.2815	15.3419	F1P
98549	Fire Engineer	14.3151	14.6075	14.6075	F2
98337	Fire Engineer	15.7198	15.0778	17.1382	F2P
98275	Fire Engineer	15.9823	15.0778	17.1382	F2P
98237	Fire Engineer	16.1529	15.0778	17.1382	F2P
98336	Fire Engineer	15.8891	15.0778	17.1382	F2P
98236	Fire Engineer	16.1529	15.0778	17.1382	F2P
98547	Fire Engineer	15.7776	14.6075	16.6679	F2P
4058	Fire Specialist	32.1888	32.1888	32.1888	F3
4251	Fire Specialist	26.4697	30.0174	30.0174	F3
4227	Fire Specialist	18.6981	22.9920	22.9920	F3
4153	Fire Specialist	21.5511	22.9920	22.9920	F3
12013	Fire Specialist	20.921	22.9920	22.9920	F3
4175	Fire Specialist	20.0547	22.9920	22.9920	F3
4067	Fire Specialist	22.992	22.9920	22.9920	F3
4165	Fire Specialist	21.9892	22.9920	22.9920	F3
4083	Fire Specialist	22.992	22.9920	22.9920	F3
4226	Fire Specialist	19.6449	22.9920	22.9920	F3
4100	Fire Specialist	22.992	22.9920	22.9920	F3
4084	Fire Specialist	22.992	22.9920	22.9920	F3
4101	Fire Specialist	22.8351	22.9920	22.9920	F3
4183	Fire Specialist	22.0548	22.9920	22.9920	F3
4185	Fire Specialist	21.5243	22.9920	22.9920	F3
4115	Fire Specialist	22.1488	22.9920	22.9920	F3
4219	Fire Specialist	22.4015	22.9920	22.9920	F3
4222	Fire Specialist	20.3206	22.9920	22.9920	F3
4237	Fire Specialist	18.3664	22.2030	22.2030	F3
4239	Fire Specialist	17.4944	22.2030	22.2030	F3
4244	Fire Specialist	17.3634	21.4410	21.4410	F3
4245	Fire Specialist	17.1084	21.4410	21.4410	F3
95300	Fire Specialist	17.621	21.4410	21.4410	F3
4259	Fire Specialist	18.1455	20.7052	20.7052	F3
4260	Fire Specialist	18.1416	20.7052	20.7052	F3

95178 Fire Specialist	17.2772	20.7052	20.7052	F3
4262 Fire Specialist	18.0528	20.7052	20.7052	F3
4265 Fire Specialist	16.3727	20.0015	20.0015	F3
4266 Fire Specialist	16.4537	20.0015	20.0015	F3
4268 Fire Specialist	17.2618	20.0015	20.0015	F3
4271 Fire Specialist	17.2842	19.3084	19.3084	F3
4272 Fire Specialist	16.2573	19.3084	19.3084	F3
4279 Fire Specialist	16.9482	19.3084	19.3084	F3
4275 Fire Specialist	16.2583	19.3084	19.3084	F3
4282 Fire Specialist	16.3384	18.6458	18.6458	F3
4286 Fire Specialist	16.0989	18.0059	18.0059	F3
4287 Fire Specialist	16.4196	18.0059	18.0059	F3
4288 Fire Specialist	16.4196	18.0059	18.0059	F3
4291 Fire Specialist	15.8974	18.0059	18.0059	F3
30127 Fire Specialist	16.2127	17.3880	17.3880	F3
4292 Fire Specialist	16.2138	17.3880	17.3880	F3
4294 Fire Specialist	15.7403	16.8899	16.8899	F3
4200 Fire Specialist	22.992	22.9920	25.0524	F3P
4076 Fire Specialist	22.992	22.9920	25.0524	F3P
4216 Fire Specialist	22.992	22.9920	25.0524	F3P
4164 Fire Specialist	22.992	22.9920	25.0524	F3P
4220 Fire Specialist	22.561	22.9920	25.0524	F3P
4117 Fire Specialist	22.992	22.9920	25.0524	F3P
4103 Fire Specialist	22.992	22.9920	25.0524	F3P
4053 Fire Specialist	22.992	22.9920	25.0524	F3P
4258 Fire Specialist	22.992	22.9920	25.0524	F3P
4177 Fire Specialist	21.9168	22.9920	25.0524	F3P
4171 Fire Specialist	22.8159	22.9920	25.0524	F3P
4224 Fire Specialist	22.992	22.9920	25.0524	F3P
4116 Fire Specialist	22.992	22.9920	25.0524	F3P
4181 Fire Specialist	22.992	22.9920	25.0524	F3P
4232 Fire Specialist	20.5703	22.9920	25.0524	F3P
4168 Fire Specialist	22.992	22.9920	25.0524	F3P
4238 Fire Specialist	20.3097	22.2030	24.2634	F3P
4246 Fire Specialist	20.525	21.4410	23.5014	F3P
4253 Fire Specialist	20.1023	21.4410	23.5014	F3P
4256 Fire Specialist	19.3801	20.7052	22.7656	F3P
4270 Fire Specialist	18.8014	20.0015	22.0619	F3P
4269 Fire Specialist	17.7224	20.0015	22.0619	F3P
39112 Fire Specialist	18.4172	19.3084	21.3689	F3P
4277 Fire Specialist	18.6431	19.3084	21.3689	F3P
4274 Fire Specialist	17.7504	19.3084	21.3689	F3P
4273 Fire Specialist	18.2828	19.3084	21.3689	F3P
4278 Fire Specialist	18.2828	19.3084	21.3689	F3P
4283 Fire Specialist	18.0112	18.0059	20.0664	F3P
4293 Fire Specialist	17.4303	16.8899	18.9504	F3P
4235 Fire Captain I	27.7559	33.1206	33.1206	F4
4201 Fire Captain I	24.779	25.4267	27.4871	F4P
4217 Fire Captain I	25.4267	25.4267	27.4871	F4P
4112 Fire Captain I	24.9243	25.4267	27.4871	F4P
4193 Fire Captain I	25.4267	25.4267	27.4871	F4P
4233 Fire Captain I	22.4606	23.6576	25.7180	F4P
4242 Fire Captain I	21.4813	22.8198	24.8802	F4P
4121 Fire Captain II	26.7117	29.4464	29.4461	F5
4111 Fire Captain II	25.2632	29.4464	29.4461	F5
4172 Fire Captain II	25.8624	29.4464	29.4461	F5
4037 Fire Captain II	26.6885	29.4464	29.4461	F5
4158 Fire Captain II	25.7068	29.4464	29.4461	F5
4065 Fire Captain II	25.1097	29.4464	29.4461	F5
4196 Fire Captain II	26.1196	28.2653	28.2653	F5
4187 Fire Captain II	23.3829	27.1318	27.1318	F5
4092 Fire Captain II	26.7117	29.4464	31.5066	F5P
4176 Fire Captain II	26.3542	29.4464	31.5066	F5P

4125 Fire Captain II	27.778	29.4464	31.5066	F5P
4118 Fire Captain II	27.778	29.4464	31.5066	F5P
4108 Fire Captain II	26.7117	29.4464	31.5066	F5P
4182 Fire Captain II	27.7775	29.4464	31.5066	F5P
4190 Fire Captain II	27.5083	29.4464	31.5066	F5P
4254 Battalion Chief	41.5395	47.3231	47.3231	F7
4094 Battalion Chief	42.9927	47.3231	47.3231	F7P
4205 Battalion Chief	29.7561	33.8022	33.8022	F7P
4095 Battalion Chief	30.3428	33.8022	33.8022	F7P
4208 Battalion Chief	28.1613	33.0821	33.0821	F7P
4162 Assistant Fire Chief I	39.9861	46.9732	46.9732	F8
4166 Assistant Fire Chief I	30.52	35.8530	35.8530	F8
4069 Assistant Fire Chief I	44.7042	51.8188	51.8188	F8P
4104 Assistant Fire Chief II	49.5786	56.7452	56.7452	F9P
4114 Assistant Fire Chief II	34.5856	40.5323	40.5323	F9P
4922 Assistant Fire Chief II	37.1425	40.5323	40.5323	F9P

FY17 Pay and Classification Plan

Exhibit A

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

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

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

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

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

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

Legislation Text

File #: 2017-0931, **Version:** 1

PRESENTATION OF THE YEAR-END BUDGET PROJECTIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

Issue/Request:

PRESENTATION OF THE YEAR-END BUDGET PROJECTIONS FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

Key Issues:

Before the start of a new fiscal year, City departments will project, or estimate, the final anticipated revenues and expenditures. The year-end projections are developed to identify a more accurate financial condition. In some instances, budgeted amounts are calculated 6 to 12 months before the start of the fiscal year. The process of calculating year-end projections helps refine anticipated revenue and expenditure budget amounts by factoring real-time trend information, unanticipated revenues or expenditures, and cost-savings.

The currently-authorized total expenditure of the General Fund is \$65,048,022. The estimated total revenues at time of the originally-adopted budget was \$63,510,293. This resulted in a General Fund net income of -\$1,537,729, including one-time capital expenditures. After engaging in the year-end projection process, the total expenditure of the General Fund is projected to be \$66,273,595. The total revenue projection has been revised up to \$66,348,098. Including one-time capital expenditures, the net income of the General Fund is projected to be +\$74,503.

Proposed Committee Motion:

N/A

Background:

Each year, as part of the budget process, City departments project their year-end revenue and expense amounts. This is an important step to help identify new trends and any unexpected changes that might have occurred during the fiscal year. The updated information is then used to identify a net income or loss of each fund.

Presenter: Jack Feldman

Recommendation: N/A

Committee Recommendation: N/A

General Fund: 5-Year Revenue/Expense Model

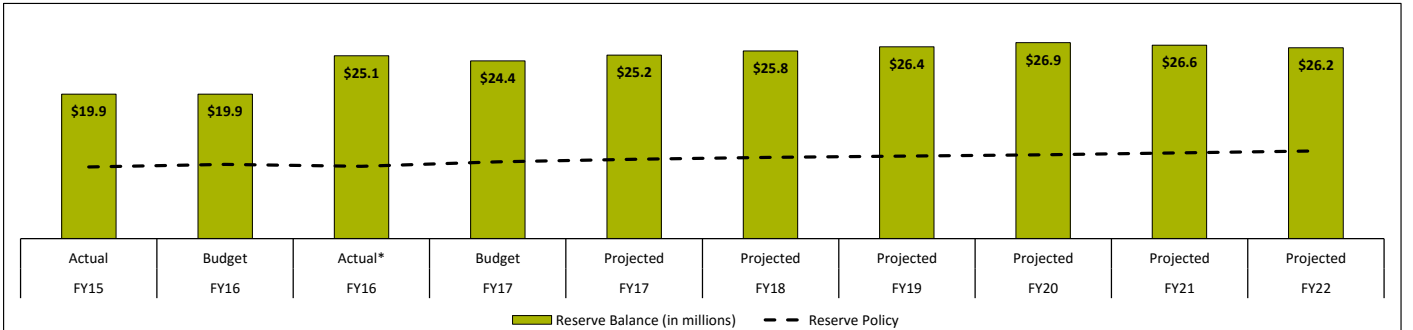
	FY15 Actual	FY16 Budget	FY16 Actual*	FY17 Budget	FY17 Projected	FY18 Projected	FY19 Projected	FY20 Projected	FY21 Projected	FY22 Projected
Revenues:										
Property Tax	18,709,442	18,770,513	19,149,720	19,341,788	20,004,833	20,499,597	21,023,288	21,557,452	22,102,300	22,679,346
Sales Tax	14,840,058	15,354,713	15,963,046	15,846,744	16,444,002	17,048,102	17,559,545	18,086,331	18,628,921	19,187,789
EATS	(694,189)	(664,011)	(846,299)	(710,386)	(863,256)	(884,837)	(906,958)	(929,632)	(952,873)	(976,695)
Franchise Tax	13,870,764	13,640,847	13,068,478	13,524,887	13,309,633	13,043,440	12,782,572	12,526,920	12,276,382	12,030,854
Motor Vehicle Tax	3,514,204	3,397,624	3,616,455	3,364,508	3,559,941	3,648,940	3,740,163	3,833,667	3,929,509	4,027,746
Other Taxes	342,354	331,239	336,569	332,640	330,798	327,490	324,215	320,973	317,763	314,586
Fines and forfeitures	1,583,793	1,532,144	1,508,415	1,412,986	1,372,331	1,379,193	1,386,089	1,393,019	1,399,984	1,406,984
Licenses and permits	2,226,752	1,655,673	2,546,787	1,786,379	2,706,610	2,774,275	2,843,632	2,914,723	2,987,591	3,062,281
Intergovernmental	443,278	979,021	991,744	826,253	898,990	898,990	898,990	898,990	898,990	898,990
Charges for services	3,935,146	3,566,230	4,572,807	5,271,476	6,025,244	6,175,875	6,330,272	6,488,529	6,650,742	6,817,011
Investment Earnings	74,971	-	206,649	64,103	45,057	45,395	45,735	46,078	46,424	46,772
Other	1,727,255	1,557,065	1,804,859	1,494,400	1,559,545	1,567,343	1,575,179	1,583,055	1,590,971	1,598,925
Transfers in	1,030,008	1,066,302	1,935,428	954,515	954,515	959,288	964,084	968,904	973,749	978,618
Total operating revenues	61,603,836	61,187,360	64,854,658	63,510,293	66,348,243	67,483,089	68,566,806	69,689,011	70,850,453	72,073,207
Percent Change	2.76%	-0.68%	5.28%	3.80%	2.30%	1.71%	1.61%	1.64%	1.67%	1.73%

	FY15 Actual	FY16 Budget	FY16 Actual*	FY17 Budget	FY17 Projected	FY18 Projected	FY19 Projected	FY20 Projected	FY21 Projected	FY22 Projected
Expenditures:										
Salaries	29,975,305	\$ 30,629,625	\$ 29,815,911	\$ 31,485,625	\$ 32,004,274	\$ 34,286,208	\$ 34,971,933	\$ 35,671,371	\$ 36,384,799	\$ 37,112,495
Vacancy (2.7%)		\$ (800,000)		\$ (800,000)	\$ -	\$ (925,728)	\$ (944,242)	\$ (963,127)	\$ (982,390)	\$ (1,002,037)
Benefits calc on Salary	6,346,715	5,770,737	5,704,009	5,754,344	5,688,643	5,745,529	5,802,985	5,861,015	5,919,625	5,978,821
Health/Dental	5,087,053	5,831,612	5,415,743	5,754,509	5,573,482	5,963,626	6,381,080	6,827,755	7,305,698	7,817,097
Other Benefits	908,680	940,310	914,448	961,110	973,113	992,575	1,012,427	1,032,675	1,053,329	1,074,395
Supplies for Resale	154,795	141,000	174,224	235,000	235,000	235,000	235,000	235,000	235,000	235,000
Other Supplies, Service, & Charges	6,753,244	8,237,357	7,485,369	9,470,983	9,666,792	9,763,460	9,861,095	9,959,705	10,059,303	10,159,896
Repairs and Maintenance	1,258,014	1,383,654	1,404,597	1,398,571	1,342,691	1,356,118	1,369,679	1,383,376	1,397,210	1,411,182
Utilities	1,677,993	1,707,842	1,623,288	1,738,634	1,743,894	1,761,333	1,778,946	1,796,736	1,814,703	1,832,850
Fuel & Lubricants	511,845	696,139	374,286	564,153	509,864	514,963	520,112	525,313	530,567	535,872
Miscellaneous & Interest	50,906	148,390	63,890	341,790	278,396	281,180	283,992	286,832	289,700	292,597
Capital outlay										
Interdepartmental Charges	5,413,811	5,479,126	5,097,960	5,899,392	5,899,392	6,017,380	6,137,727	6,260,482	6,385,692	6,513,405
Transfers out	655,336	1,020,014	1,456,655	363,215	568,210	908,682	582,979	254,019	256,559	259,124
Solid Waste Employee Transition			55,000	166,849	166,849					
Total operating expenditures	58,793,697	61,185,806	59,585,380	63,334,175	64,650,600	66,900,327	67,993,712	69,131,152	70,649,793	72,220,697
Percent Change	-1.59%	4.54%	1.35%	3.51%	5.66%	3.48%	1.63%	1.67%	2.20%	2.22%

Net Operating Rev - Exp	\$ 2,810,139	\$ 1,554	\$ 5,269,278	\$ 176,118	\$ 1,697,643	\$ 582,763	\$ 573,094	\$ 557,859	\$ 200,660	\$ (147,490)
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One-Time:										
Retirement Maximization Prgm	(475,865)									
Sale of City Owned Property	307,463									
EMS Ambulance Expansion				(675,000)	(635,000)					
ITS Software Projects				(204,995)	(204,995)					
Environmental Outreach				(8,000)	(8,000)					
Compensation Study					(250,000)					
Fuel Site					(250,000)					
Budget Amendment 3 (Dev Center)					(275,000)					
Rev - Exp (after one-time)	\$ 2,641,737	\$ 1,554	\$ 5,269,278	\$ (711,877)	\$ 74,648	\$ 582,763	\$ 573,094	\$ 557,859	\$ 200,660	\$ (147,490)

Net change in fund balance including one-time										
Fund balance—beg.	\$ 17,237,446	\$ 19,879,183	\$ 19,879,183	\$ 25,148,461	\$ 25,148,461	\$ 25,223,109	\$ 25,805,872	\$ 26,378,966	\$ 26,378,966	\$ 26,378,966
Fund balance—end.	\$ 19,879,183	\$ 19,880,737	\$ 25,148,461	\$ 24,436,584	\$ 25,223,109	\$ 25,805,872	\$ 26,378,966	\$ 26,936,824	\$ 26,579,626	\$ 26,231,476
GF Reserve Balance Fund Policy	\$ 9,827,017	\$ 10,197,634	\$ 9,930,897	\$ 10,555,696	\$ 10,916,433	\$ 11,150,054	\$ 11,332,285	\$ 11,521,859	\$ 11,774,965	\$ 12,036,783
Ending fund balance as a % of expenditures (exc one-time)	33.81%	32.49%	42.21%	38.58%	39.01%	38.57%	38.80%	38.96%	37.62%	36.32%





FY17 Projections
Finance & Budget Committee
February 6, 2017

Outline

- Revenue Projections
- Expense Projections
- General Fund Department Budgets
- Five-Year Model
- Budget Amendment No. 8



Revenue Projections

Category	Budget	Projected	Variance (\$)	Variance (%)
Property Tax	\$19,341,788	\$20,004,833	\$663,045	3.43%
Sales Tax	\$15,136,358	\$15,580,746	\$444,388	2.94%
Franchise Tax	\$13,524,887	\$13,309,633	(\$215,254)	-1.59%
Motor Vehicle Taxes	\$3,364,508	\$3,559,941	\$195,433	5.81%
Other Taxes	\$332,640	\$330,798	(\$1,842)	-0.55%
Fines & Forfeitures	\$1,412,986	\$1,372,331	(\$40,655)	-2.88%
Licenses & Permits	\$1,786,379	\$2,706,610	\$920,231	51.51%
Intergovernmental	\$826,253	\$898,990	\$72,737	8.80%
Charges for Service	\$5,271,476	\$6,025,244	\$753,768	14.30%
Investment Earnings	\$64,103	\$45,057	(\$19,046)	-29.71%
Other	\$1,494,400	\$1,559,400	\$65,000	4.35%
Sale of Property	\$0	\$0	\$0	0.00%
Transfers In	\$954,515	\$954,515	\$0	0.00%
Total	\$63,510,293	\$66,348,098	\$2,837,805	4.47%



Revenue Projections

Category	Budget	Projected	Variance (\$)	Variance (%)
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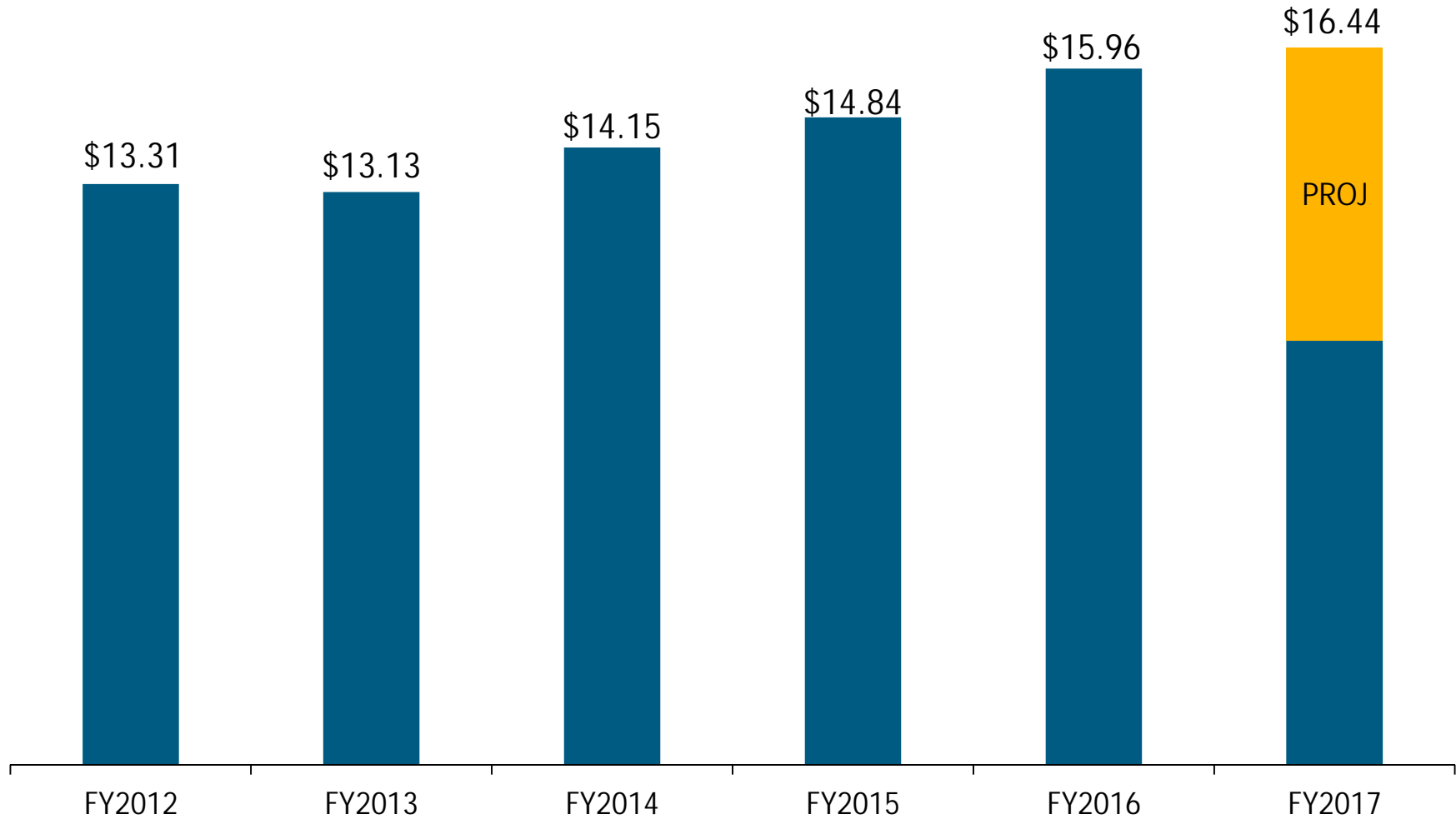


Revenue Projections

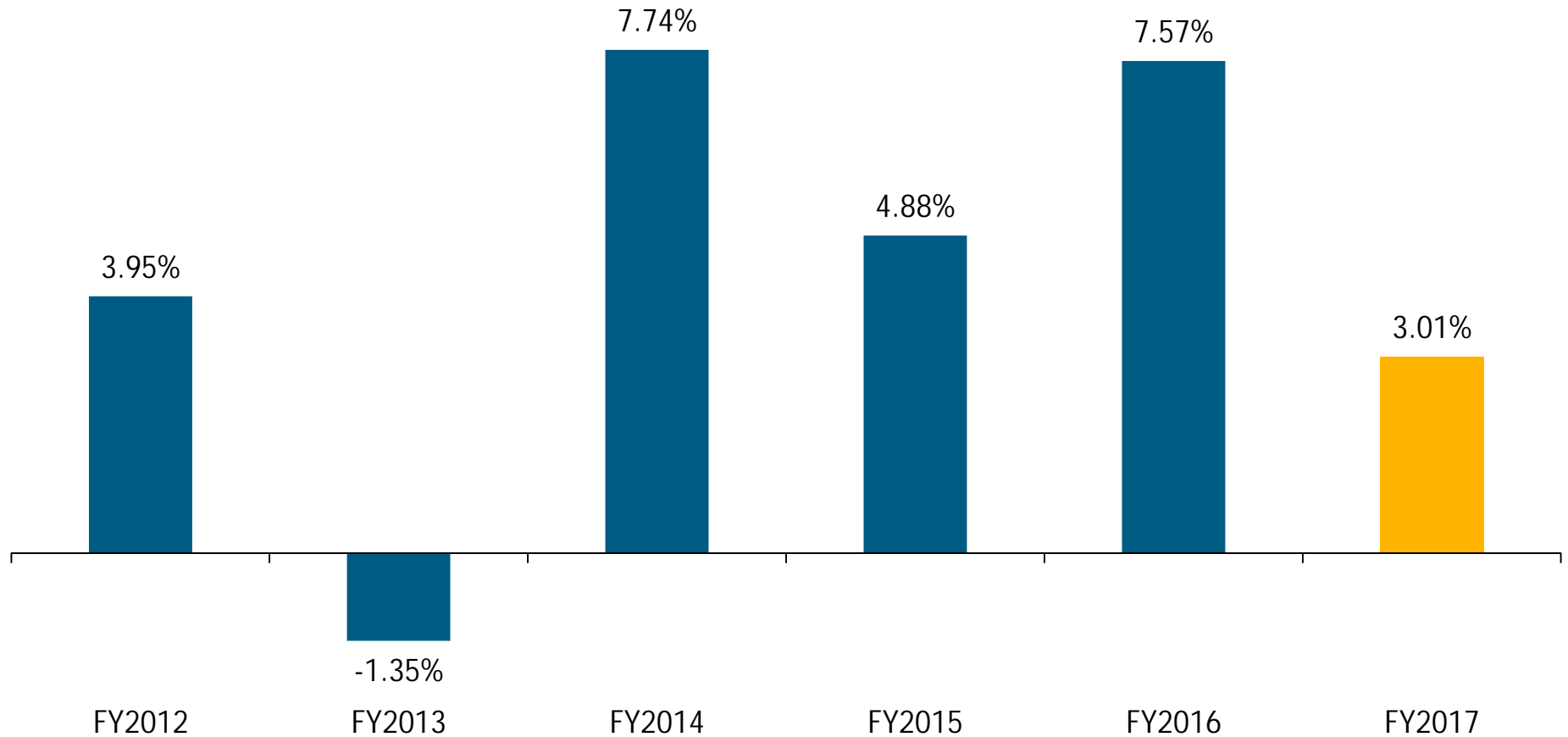
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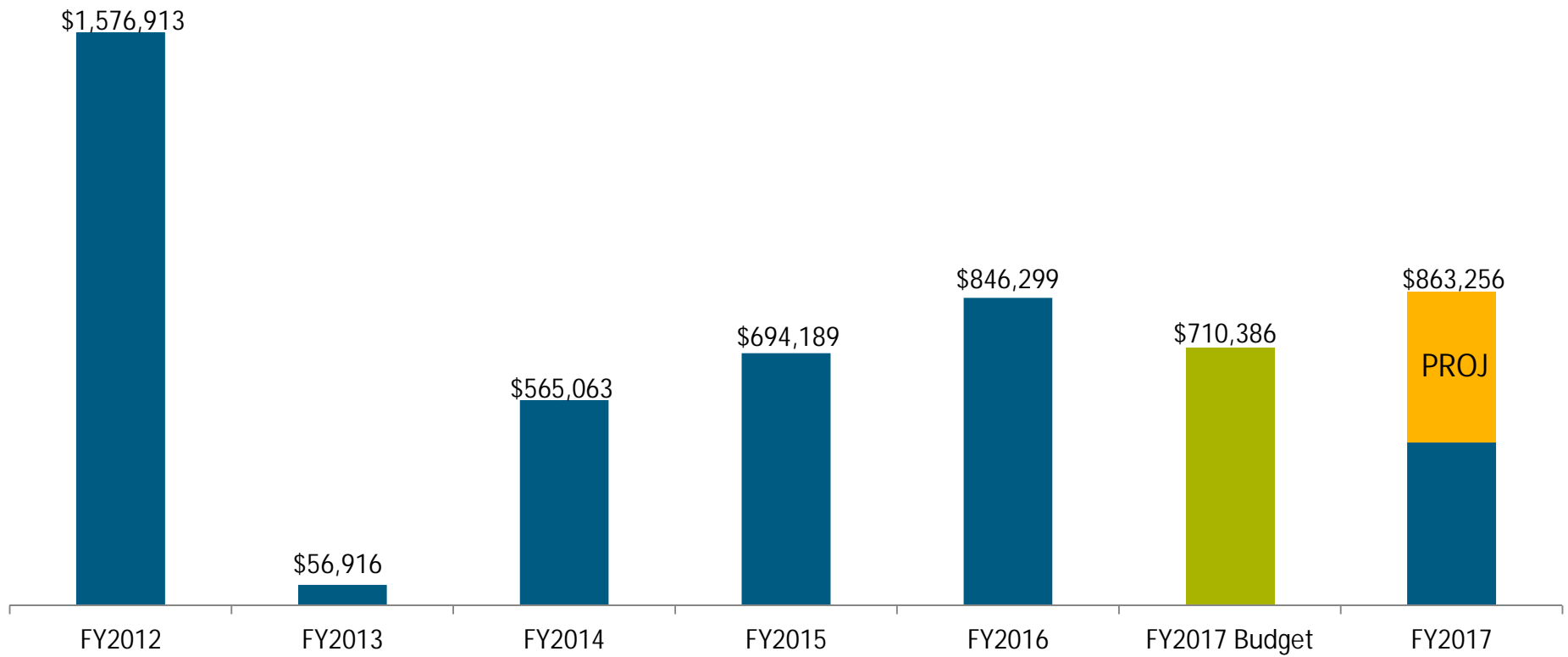
Sales Tax Receipts (in millions)



Sales Tax Annual Change (%)



EATs Expense



Revenue Projections

Category	Budget	Projected	Variance (\$)	Variance (%)
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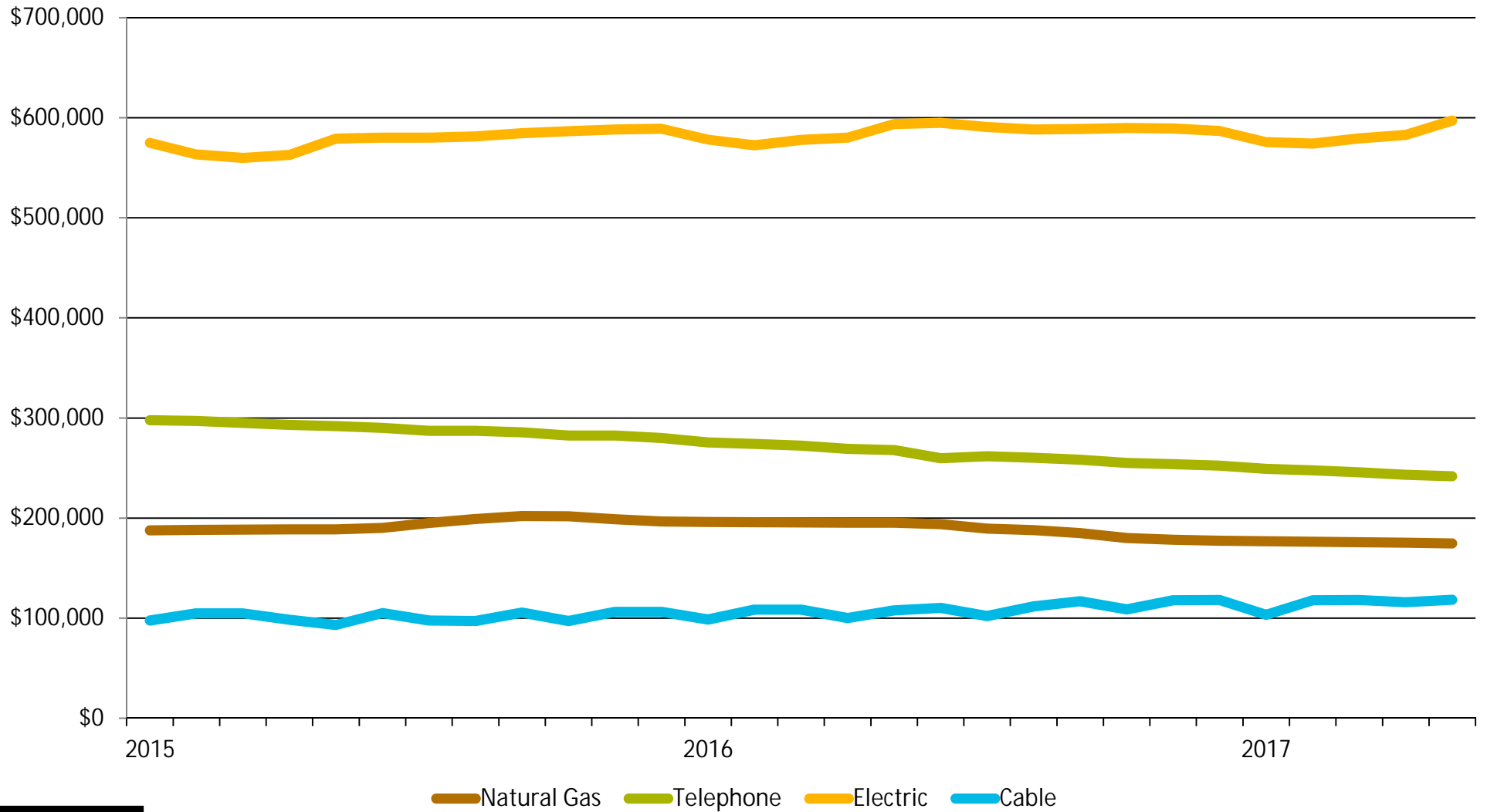


Revenue Projections

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Sale of Property	\$0	\$0	\$0	0.00%
Transfers In	\$954,515	\$954,515	\$0	0.00%
Total	\$63,510,293	\$66,348,098	\$2,837,805	4.47%



Franchise Tax Monthly Revenue (24-month moving average)



Revenue Projections

Category	Budget	Projected	Variance (\$)	Variance (%)
Property Tax	\$19,341,788	\$20,004,833	\$663,045	3.43%
Sales Tax	\$15,136,358	\$15,580,746	\$444,388	2.94%
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Fines & Forfeitures	\$1,412,986	\$1,372,331	(\$40,655)	-2.88%
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Sale of Property	\$0	\$0	\$0	0.00%
Transfers In	\$954,515	\$954,515	\$0	0.00%
Total	\$63,510,293	\$66,348,098	\$2,837,805	4.47%

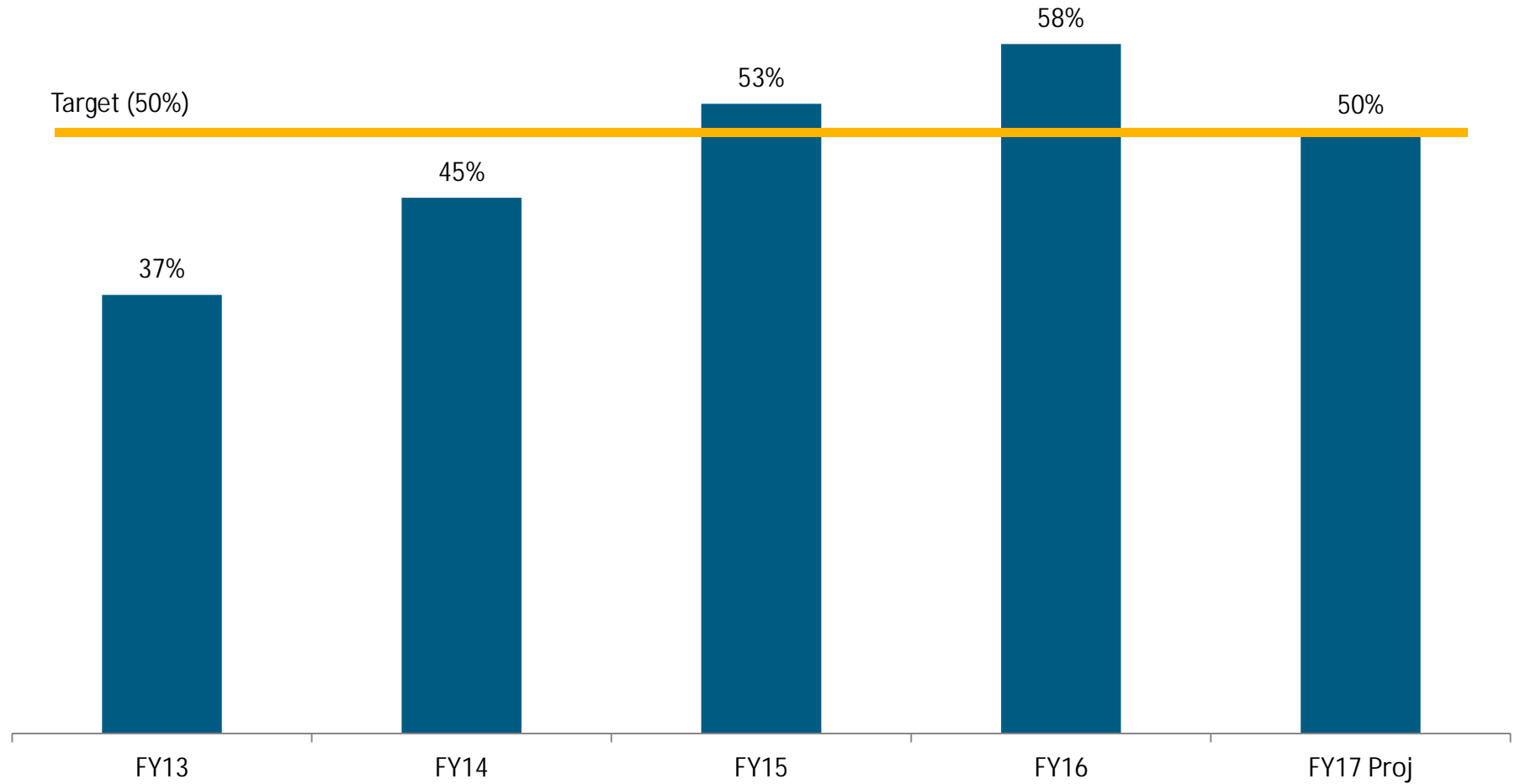


Revenue Projections

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Other	\$1,494,400	\$1,559,400	\$65,000	4.35%
Sale of Property	\$0	\$0	\$0	0.00%
Transfers In	\$954,515	\$954,515	\$0	0.00%
Total	\$63,510,293	\$66,348,098	\$2,837,805	4.47%



Development Revenue as a Percent of Costs



Revenue Projections

Category	Budget	Projected	Variance (\$)	Variance (%)
Property Tax	\$19,341,788	\$20,004,833	\$663,045	3.43%
Sales Tax	\$15,136,358	\$15,580,746	\$444,388	2.94%
Franchise Tax	\$13,524,887	\$13,309,633	(\$215,254)	-1.59%
Motor Vehicle Taxes	\$3,364,508	\$3,559,941	\$195,433	5.81%
Other Taxes	\$332,640	\$330,798	(\$1,842)	-0.55%
Fines & Forfeitures	\$1,412,986	\$1,372,331	(\$40,655)	-2.88%
Licenses & Permits	\$1,786,379	\$2,706,610	\$920,231	51.51%
Intergovernmental	\$826,253	\$898,990	\$72,737	8.80%
Charges for Service	\$5,271,476	\$6,025,244	\$753,768	14.30%
Investment Earnings	\$64,103	\$45,057	(\$19,046)	-29.71%
Other	\$1,494,400	\$1,559,400	\$65,000	4.35%
Sale of Property	\$0	\$0	\$0	0.00%
Transfers In	\$954,515	\$954,515	\$0	0.00%
Total	\$63,510,293	\$66,348,098	\$2,837,805	4.47%

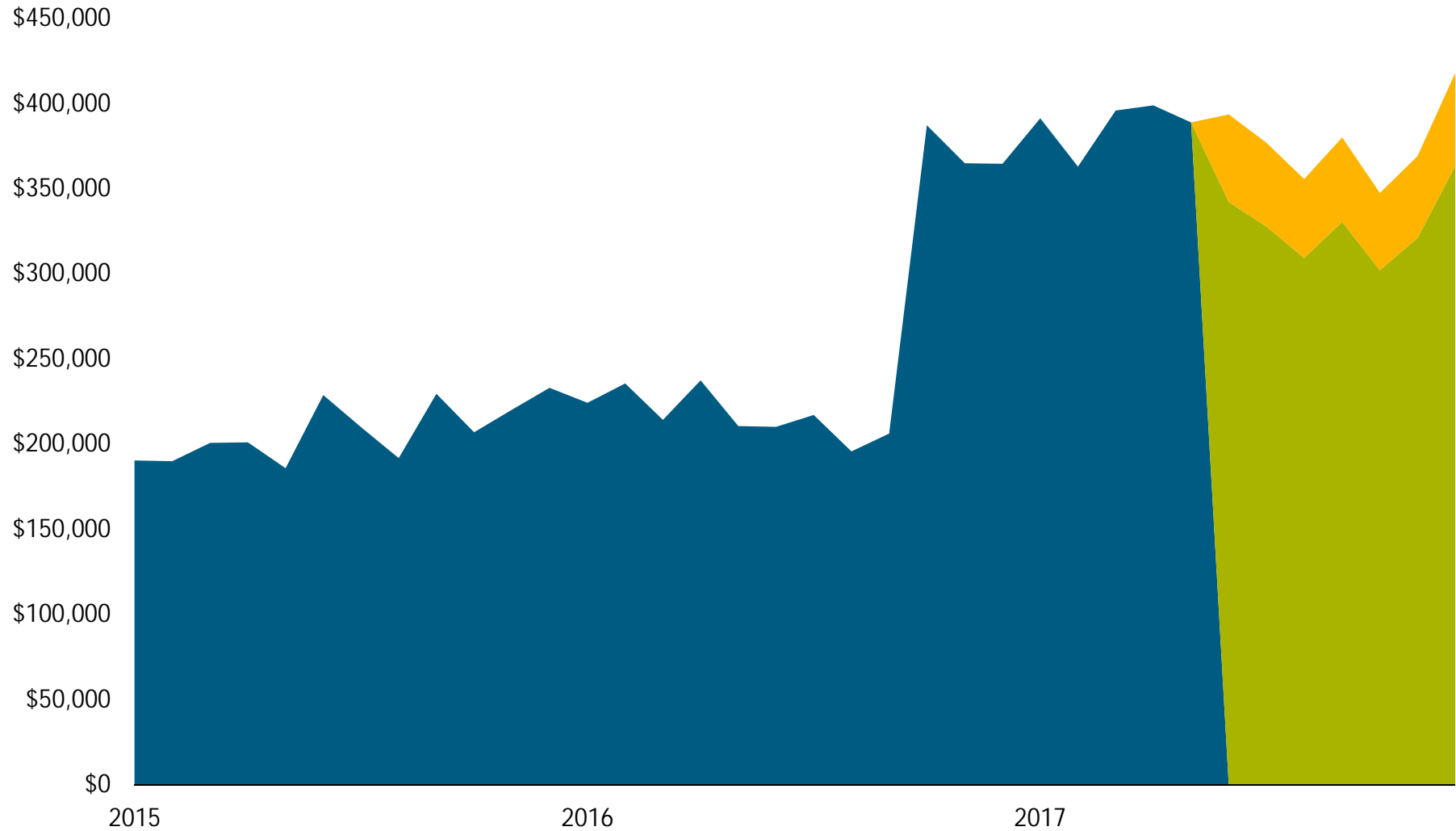


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Total	\$63,510,293	\$66,348,098	\$2,837,805	4.47%



Ambulance Fees Monthly Revenue



■ Actuals ■ Budget ■ Proj

Expense Projections

Expense	Budget	Projected	Variance (\$)	Variance (%)
Personal Services	\$43,890,286	\$44,681,361	(\$791,076)	-1.80%
Supplies for Resale	\$235,000	\$235,000	\$0	0.00%
Other Supplies & Services	\$9,736,986	\$10,379,787	(\$642,801)	-6.60%
Repairs and Maintenance	\$1,398,571	\$1,342,691	\$55,880	4.00%
Utilities	\$1,738,634	\$1,743,894	(\$5,260)	-0.30%
Fuel and Lubricants	\$564,153	\$509,864	\$54,289	9.62%
Depreciation	\$0	\$0	\$0	0.00%
Miscellaneous	\$341,790	\$278,396	\$63,394	18.55%
Interest	\$0	\$0	\$0	0.00%
Debt Service	\$0	\$0	\$0	0.00%
Capital Outlay	\$675,000	\$635,000	\$40,000	5.93%
Interdepartment Charges	\$5,899,392	\$5,899,392	\$0	0.00%
Transfers Out	\$568,210	\$568,210	\$0	0.00%
Total	\$65,048,022	\$66,273,595	(\$1,225,574)	-1.88%



GF Department Budgets

Department	Budget	Projected	Variance (\$)	Variance (%)
Administration	\$4,063,301	\$4,225,962	(\$162,661)	-4.00%
Public Works Engineering	\$5,321,876	\$5,349,703	(\$27,827)	-0.52%
Law Enforcement	\$19,738,474	\$19,706,753	\$31,721	0.16%
Fire/EMS Service	\$16,718,365	\$17,706,005	(\$987,640)	-5.91%
Finance	\$8,046,556	\$8,257,846	(\$211,290)	-2.63%
Legal Services	\$1,299,729	\$1,266,343	\$33,386	2.57%
Municipal Court	\$823,952	\$821,653	\$2,299	0.28%
Public Works Operations	\$5,018,924	\$5,036,425	(\$17,501)	-0.35%
Development Services	\$3,481,675	\$3,394,970	\$86,705	2.49%
Planning & Special Projects	\$535,170	\$507,935	\$27,235	5.09%
Total	\$65,048,022	\$66,273,595	(\$1,225,573)	-1.88%



Net Income

	FY17 Budget	FY17 Projected
Total Revenues	\$63,510,293	\$66,348,098
Total Expenses	\$65,048,022	\$66,273,595
Net Income	(\$1,537,729)	\$74,503

One-Time Capital Expenditures

- EMS Ambulance Expansion: \$635,000
- ITS Software Projects: \$204,995
- Compensation Study: \$250,000
- Fuel Site (Proj): \$250,000



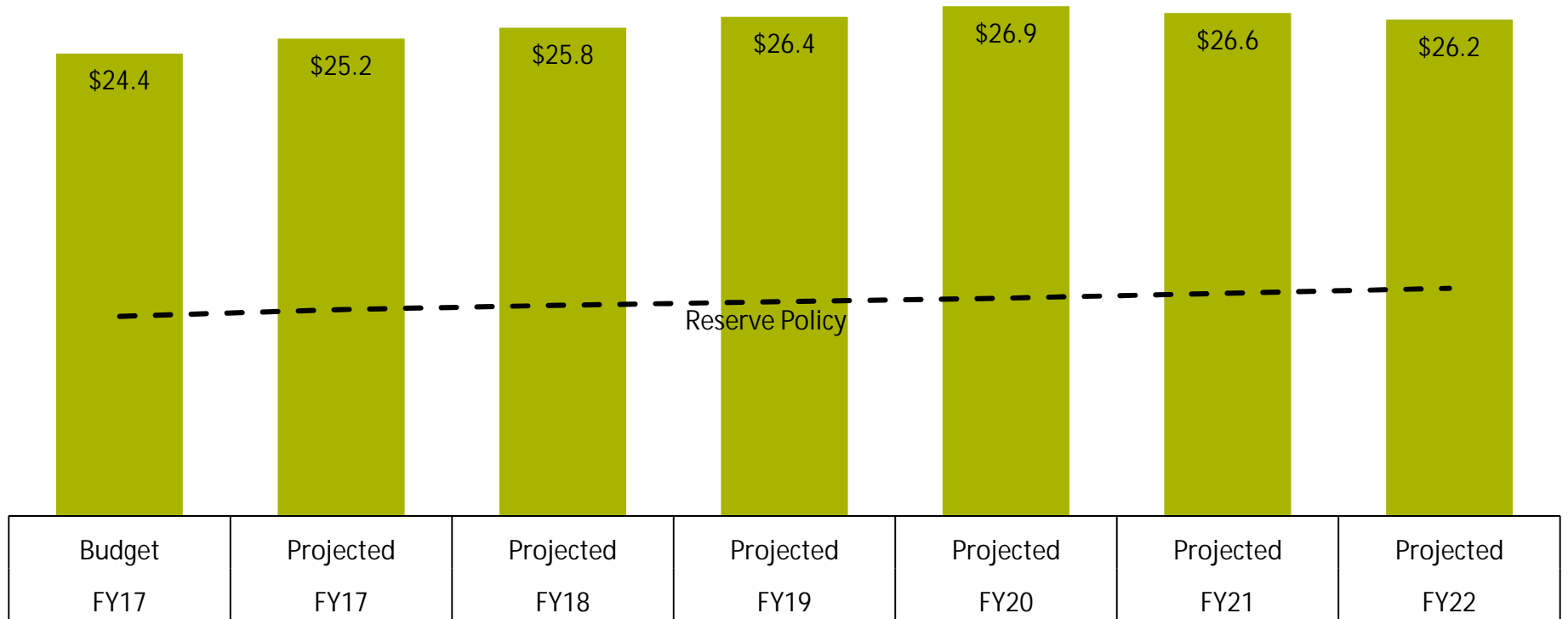
Five-Year Model Annual Surplus/(Deficit)

(\$1 = \$1,000)



General Fund Reserve Balance

(\$1 = \$1,000,000)





FY17 Budget Amendment No. 8

FY17 Budget Amendment No. 8

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Public Works Operations	\$67,002	\$5,085,926
F100 General Fund	Administration	(\$67,002)	
F100 General Fund	Administration	\$250,000	\$4,246,299
F100 General Fund	Finance	\$211,290	\$8,257,846
F100 General Fund	Public Works Engineering	\$27,827	\$5,349,703



Packet Information

File #: 2017-0933, **Version:** 1

PRESENTATION OF THE DECEMBER GENERAL FUND FINANCIAL DASHBOARDS

Issue/Request:

PRESENTATION OF THE DECEMBER GENERAL FUND FINANCIAL DASHBOARDS

Key Issues:

The FY17 Monthly Financial Report for December is the YTD budget performance of the General Fund as of December 31, 2016. Preliminary unaudited total revenues are \$24,590,771. This is \$928,396 (3.9%) over budgeted total revenue. Preliminary total expenditure for December YTD is \$32,256,222.

Background:

Revenue Details:

Sales Tax receipts are continuing to be solid. Total net sales tax receipts YTD is \$7,628,240. A number of larger retailers will be remitting sales tax in January, which will put sales tax revenues in line with growth patterns seen in previous months.

Franchise tax, in aggregate, is -2% below budget. All four franchise taxes are below projections, with Natural Gas (-16%) the greatest. Telephone (-1.9%), Electric (-0.2%), and Cable (-1.5%) are more modestly underperforming.

Licenses, Permits & Fees continue to be strong. Revenues totaling \$1,342,347 is 67.3% above budget and 59.1% ahead of this point last year.

Expenditure Details:

Total Expenditure of the General Fund through December is \$32,256,222.

Presenter: Jack Feldman

Recommendation: N/A

FY17 Monthly Financial Report - November

GENERAL FUND REVENUES FOR FY2017

Revenue Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Property Tax	\$1,827,424	\$1,581,526	\$245,898	0.0%	\$1,453,944	\$373,480	0.0%
Sales Tax	\$7,628,240	\$7,643,111	(\$14,871)	-0.2%	\$7,555,840	\$72,400	1.0%
Franchise Tax:							
Natural Gas	\$572,916	\$682,146	(\$109,230)	-16.0%	\$600,397	(\$27,481)	-4.6%
Telephone	\$1,344,463	\$1,370,866	(\$26,403)	-1.9%	\$1,466,191	(\$121,728)	-8.3%
Electric	\$4,248,054	\$4,256,877	(\$8,823)	-0.2%	\$4,175,293	\$72,761	1.7%
Cable TV	\$668,341	\$678,746	(\$10,405)	-1.5%	\$683,176	(\$14,835)	-2.2%
Motor Vehicle Taxes	\$1,846,637	\$1,706,032	\$140,605	8.2%	\$1,828,845	\$17,792	1.0%
Other Taxes	\$164,528	\$160,148	\$4,380	2.7%	\$184,181	(\$19,653)	-10.7%
Fines & Forfeitures	\$625,409	\$732,583	(\$107,174)	-14.6%	\$680,185	(\$54,776)	-8.1%
Licenses, Permits & Fees	\$1,342,347	\$802,496	\$539,851	67.3%	\$843,646	\$498,701	59.1%
Intergovernment	\$529,095	\$459,564	\$69,531	15.1%	\$452,940	\$76,155	16.8%
Charges for Service	\$2,858,507	\$2,367,018	\$491,489	20.8%	\$1,812,996	\$1,045,511	57.7%
Investment Earnings	-\$36,358	\$32,052	(\$68,410)	-213.4%	\$25,453	(\$61,811)	-242.8%
Other	\$443,910	\$711,953	(\$268,043)	-37.6%	\$844,627	(\$400,717)	-47.4%
Transfers In	\$527,258	\$477,257	\$50,001	10.5%	\$506,425	\$20,833	4.1%
Total	\$24,590,771	\$23,662,375	\$928,396	3.9%	\$23,114,139	\$1,476,632	6.4%

GENERAL FUND EXPENDITURES FOR FY2017

Expenditure Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Personal Services	\$22,645,926	\$21,792,776	\$853,150	3.8%	\$21,145,328	\$1,500,598	7.1%
Supplies for Resale	\$110,042	\$117,500	(\$7,458)	-6.3%	\$109,738	\$304	0.3%
Other Supplies & Services	\$3,999,553	\$4,286,444	(\$286,891)	-6.7%	\$3,357,140	\$642,413	19.1%
Repairs & Maintenance	\$649,669	\$743,578	(\$93,909)	-12.6%	\$828,541	(\$178,872)	-21.6%
Utilities	\$703,826	\$885,819	(\$181,993)	-20.5%	\$653,746	\$50,080	7.7%
Fuels & Lubricants	\$101,245	\$282,076	(\$180,831)	-64.1%	\$213,770	(\$112,525)	-52.6%
Miscellaneous	\$34,508	\$169,370	(\$134,862)	-79.6%	\$26,839	\$7,669	28.6%
Interest	\$0	\$0	\$0	0.0%	\$318	(\$318)	0.0%
Capital Outlay	\$501,095	\$675,000	(\$173,905)	-25.8%	\$0	\$501,095	0.0%
Interdepartment Charges	\$2,942,148	\$2,951,627	(\$9,479)	-0.3%	\$2,739,563	\$202,585	7.4%
Transfers	\$568,210	\$307,761	\$260,449	84.6%	\$1,020,014	(\$451,804)	-44.3%
Total	\$32,256,222	\$32,211,951	\$44,271	0.1%	\$30,094,997	\$2,161,225	7.2%

Revenue Over/Under Exp: (\$7,665,451) (\$8,549,576) (\$6,980,858)

*As of January 31, 2017

Legislation Text

File #: 2017-0934, **Version:** 1

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND BUDGET REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

[Enter text here]

Key Issues:

Development of this Public Service Agreement (PSA) between the City and the Downtown Lee's Summit Community Improvement District (District) was a core component in the District's creation. The District's purpose is to preserve and promote Downtown Lee's Summit by providing funding for public services and improvements that are needed to sustain the area as a viable and vibrant part of the community. The activities provided in this PSA are only a base part of the District's current and future public services and improvements.

Under this PSA the District will compensate the City for certain activities related to the maintenance of the downtown streetscape improvements, enhanced services, and administrative functions required by state law:

1. Trash removal from regular, public receptacles approved and placed by the City, at the City's discretion, within the boundaries of the District by the City or the City's selected contractors.
2. Snow removal for all public streets within the District by the City or the City's selected contractors, on an as need basis as determined by the City.
3. Landscape materials and maintenance of the plant materials placed in the planters approved and placed by the City, at the City's discretion, located within the boundaries of the District, excluding planters that are part of any other agreement, by the City or the City's selected contractors.
4. Streetlight electricity and regular maintenance for the decorative, public streetlights located within the boundaries of the District with work to be performed by the City or the City's selected contractors.
5. Review and comment on the District's annual budget and other reports to be filed with the City.

The City will be reimbursed for services 1-4 the amount equal to 7.5% of the District's annual sales tax revenue, but not to exceed actual costs as submitted annually by the City. For FY16, this would be up to approximately \$21,000, but not to exceed actual costs.

For service 5, the District will pay the City an annual administrative fee of \$250.

This is a one-year agreement with up to 4 one-year renewals. The agreement does include payment for the included services for the preceding fiscal year.

The District's Board of Directors passed a resolution at their December meeting approving this agreement.

The District and City may enter into other future agreements for the provision of other services that meet the purposes of the District. The City may also be eligible for grants or other programs of the District.

Proposed City Council Motion:

FIRST MOTION: AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND BUDGET REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. I MOVE FOR SECOND READING.

SECOND MOTION: AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND BUDGET REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. I MOVE FOR ADOPTION.

Background:

[Enter text here]

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Christal Kliewer Weber, Assistant City Manager

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND BUDGET REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Committee Recommendation: I MOVE TO RECOMMEND TO COUNCIL AN ORDINANCE APPROVING A PUBLIC

SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND BUDGET REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND BUDGET REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the Downtown Lee's Summit Community Improvement District (hereinafter "the District") was established by the City Council through the adoption of Ordinance No. 7478 on June 19, 2014; and,

WHEREAS, the District is designed to provide funding for public services and improvements that are needed to sustain Downtown and its' incorporation into the community and region; and,

WHEREAS, as outlined in the Five Year District Management Plan of the Downtown Lee's Summit Community Improvement District dated March 4, 2014, the District provides basic public services and improvements that in general preserve, promote, and enhance the District for its' various patrons, including initiatives entitled "Clean & Green," "Community Development," "Capital Improvements," and "Administrative Services;" and,

WHEREAS, as outlined in the Five Year District Management Plan of the Downtown Lee's Summit Community Improvement District dated March 4, 2014, the District and the City are obligated to enter into an agreement to coordinate activities of the District; and,

WHEREAS, in compliance with the aforementioned requirement that an agreement be established to coordinate activities of the District, the City and the District negotiated the terms and conditions of a Public Service Agreement, attached hereto as "Exhibit A" and incorporated herein as though fully set forth, which contemplates services to be provided by City and establishes fees to be paid from District revenues in exchange for the provision of said services; and,

WHEREAS, City and District desire to enter into said Public Service Agreement to formally acknowledge and consent to its' negotiated terms and conditions.

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

SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit and the Downtown Lee's Summit Community Improvement District for trash removal, snow removal, landscape maintenance, and budget review services, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth be and hereby is approved.

SECTION 2. That the Mayor is hereby authorized to execute said Public Service Agreement by and on behalf of the City of Lee's Summit, Missouri.

BILL NO.

ORDINANCE NO.

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

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

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

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

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

PUBLIC SERVICE AGREEMENT

FOR TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE, AND BUDGET REVIEW SERVICES BY AND BETWEEN THE DOWNTOWN LEE'S SUMMIT COMMUNITY IMPROVEMENT DISTRICT AND THE CITY OF LEE'S SUMMIT, MISSOURI

This Agreement, made and entered into this _____ day of _____, 2017, is by and between The Downtown Lee's Summit Community Improvement, a Missouri Community Improvement District ("District") and the City of Lee's Summit, Missouri, a Missouri municipal corporation ("City").

WITNESSETH:

WHEREAS, the District was established by the City Council of the City of Lee's Summit, Missouri through the passage of Ordinance No. 7478 on June 19, 2014; and

WHEREAS, the Five-Year District Management Plan set forth as Exhibit B in the District Petition, provided for an annual contribution from the District to the City for the performance of certain public services; and

WHEREAS, the District has determined that it is in the best interests of the District, and important to the successful completion of the public services and improvements set forth for the District, to enter into a public service agreement with the City for the conduct of those certain public services; and

WHEREAS, the District and City desire to enter into an agreement to provide for the scope of work, and compensation to be paid for such work; and

WHEREAS, the District and City have the authority to enter into this Agreement pursuant to the provisions of Section 70.210, et. seq. R.S.Mo.

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

I. SCOPE OF SERVICES

A. City will provide the following services ("Services"):

1. **Trash removal** from regular, public receptacles approved and placed by the City, at the City's discretion, within the boundaries of the District by the City or the City's selected contractors.
2. **Snow removal** for all public streets within the District by the City or the City's selected contractors, on an as need basis as determined by the City.
3. **Landscape materials and maintenance of the plant materials** placed in the planters approved and placed by the City, at the City's discretion, located within the boundaries of the District, excluding planters that are part of any other agreement, by the City or the City's selected contractors.

4. To provide **streetlight electricity and regular maintenance for the decorative, public streetlights** located within the boundaries of the District with work to be performed by the City or the City's selected contractors.
5. Review and comment on the District's annual budget and other reports to be filed with the City.

Hereinafter referred to as the "City Provided Public Services".

B. The City Provided Public Services may be provided either directly by the City, or at the City's sole discretion by third party service providers and vendors pursuant to City contracts. The level of service for the City Provided Public Services are as determined by the City in its sole discretion, or in the case of services provided through a third-party contract, as provided in the respective contract. Nothing in this Agreement shall serve to create any third-party right in favor of the District in any such contracts. The District acknowledges and agrees that no warranty or guarantee, express or implied, is made by the City with respect to the City Provided Public Services. Any complaint or concern by the District regarding the City Provided Public Services shall be directed to the City Manager or his designee, and to the extent deemed necessary by the City Manager or his designee, be addressed by the City with City staff responsible for the services, or in the manner provided for in the contract with the respective third-party vendor.

C. Any additional services not set forth in this Section I. herein shall be at the sole cost of the District, except as otherwise provided in Section III herein.

II. **TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be for a one year period beginning July 1, 2015 through June 30, 2016, and shall automatically renew for four (4) successive one year periods, unless terminated by either party giving sixty (60) days notice of intent to terminate, in writing, to the other party. It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of City's performance by the District Board of Directors on an annual basis during the time of the District's annual budget preparation. The Chairman of the District shall coordinate the annual review process.

III. **COMPENSATION AND METHOD OF PAYMENT**

A. The District hereby agrees to compensate City for providing the City Provided Public Services as outlined in Section I (A)(1) – (A)(4) herein in the amount of seven and one-half percent (7.5%) of the annual District sales tax revenue, not to exceed the annual cost of services, to be calculated and paid on an annual basis. Compensation shall be paid within thirty (30) days of the last day of each City fiscal year (June 30). The compensation for the City Provided Public Services is provided for in the District's annual budget under the category of Capital Improvements.

- B. Notwithstanding the foregoing, upon execution of this Agreement, the District shall make the applicable annual payments in total for the amounts owed to the City from July 1, 2015 to June 30, 2016.
- C. The District hereby agrees to compensate the City for the City Provided Public Services as outlined in Section I (A) (5) in the amount of \$250.00 per year. Compensation for the Section I (A) (5) services shall be paid at the end of the second calendar quarter, or June 30, of each year.
- D. Upon execution of this Agreement, the District shall pay the City the \$250.00 owed for 2015 and \$250.00 for 2016, for a total of \$500.00.

All compensation for the Services is subject to annual appropriation by the District. With the adoption of the annual District budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation, at the time.

IV. NON-DISCRIMINATION PROVISIONS

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

V. COMPLIANCE WITH THE LAW

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

VI. CONFLICT OF INTEREST\POLITICAL ACTIVITY

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

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

VII. INDEPENDENT CONTRACTOR

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

VIII. INDEMNIFICATION TO BE PROVIDED BY CITY CONTRACTOR

City shall cause its contractors and/or subcontractors performing any of the services set forth in Section I of this Agreement to indemnify, release, defend, become responsible for and forever hold harmless the District, its officers, agents, employees, elected officials,

and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the agents, contractors, or subcontractors of the City, arising out of or in any way connected with the subject matter of this Agreement or the work or operations expressly authorized herein; provided, however, that this indemnification shall not save harmless the District from claims, demands, losses and expenses arising out of the sole negligence of the District, its employees or agents.

IX. CANCELLED, TERMINATION OR SUSPENSION

Either party may terminate the provision of any of the City Provided Public Services by giving at least thirty (30) days advance notice (or such amount of time as may be necessary to effectuate cessation of services through third party contracts).

The District may terminate the Agreement immediately if funds are not appropriated for the Services described herein.

X. NOTICE

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

Notice to the District shall be addressed to:

Chairman
The Downtown Lee's Summit Community Improvement District
13 SE Third Street
Lee's Summit, Missouri 64063

Notice to City shall be addressed to:

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

XI. AMENDMENTS

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

XII. SEVERABILITY

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

XIII. ENTIRE AGREEMENT

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

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

THE DOWNTOWN LEE’S SUMMIT
COMMUNITY IMPROVEMENT
DISTRICT

By: _____
Name: Brad Culbertson
Title: Chairman

ATTEST:

By: _____
Secretary

City of Lee’s Summit, Missouri

By: _____
Name: Randall L. Rhoads
Title: Mayor

ATTEST:

By: _____
City Clerk

Packet Information

File #: 2017-0927, **Version:** 1

Tax Incentive Projects and Governmental Accounting Standards Board Statement 77 Information

Issue/Request:

The presentation will cover the Tax Incentive projects known as Section 100, Section 353, LCRA and TIF Projects, as well as the requirements of the new GASB Statement 77 regarding Tax Abatement Disclosures.

Key Issues:

The Governmental Accounting Standards Board has issued its new Statement 77 that requires the financial disclosure of information regarding tax abatements granted by the City's tax incentive programs to Developers. This presentation will discuss the tax incentive programs of the City and elaborate on which programs will require the new disclosure information and which programs do not require disclosure of information in the financial statements.

Background:

The City has for many years provided Developers with various tax incentive alternatives to enhance the viability of proposed developments. These programs have allowed property taxes to be abated in return for the construction of projects that would be beneficial to the city's development. Since the tax abatement of projects reduces the current revenues of the City, the Governmental Accounting Standards Board (GASB) issued Statement 77, which requires the disclosure of tax abatement amounts for various tax incentive programs. The intent of the Standard is to allow the users of the City's financial statements to know how much of current revenue has been abated, and, is therefore not available to provide other City services.

Impact/Analysis:

This presentation will cover four tax incentive programs used by the City to encourage development of businesses and infrastructure of the City, and, indicate which programs are subject to the requirements for disclosure of information by Statement 77.

Tax Increment Financing Districts (TIFs) provide for the segregation of property taxes and Economic Activity Taxes (50%) to be used to reimburse developers, or the City, for costs related to the Development of the TIF project. Since the Businesses in the TIF District do pay the full property taxes on the real estate, including the incremental increase, Statement 77 does not regard TIFs as granting a tax abatement, but regards the transaction as a reallocation of the property taxes to pay for Certified Reimbursable Costs rather than an abatement of the taxes.

Section 100, Section 353, and Land Clearance For Redevelopment projects allow the reduction of property taxes being paid by the owner of the property. Statement 77, regards those reductions as being tax abatements, and requires the disclosure of information regarding the amounts of tax abatement granted.

This presentation provides information on the projects that are using the Section 100, Section 353 and LCRA tax incentives. The three programs have different methods for the property developer to obtain the tax abatement. With Section 100, the Developer transfers the title of the property to the City, and, as a tax exempt entity the City does not pay property taxes, which results in the developer having a 100% tax abatement. With Section 353, the Developer uses a non-profit entity to hold the property, which also results in a 100% tax abatement. With the LCRA, the developer retains title to the property but is granted a tax abatement on the incremental increase in value, which also may result in a 100% tax abatement for the period granted by the LCRA.

The information provided in this presentation includes the projects that are currently using the four tax incentive programs, and, the information on the amount of tax abatements that are being provided during Fiscal Year 2017.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

None

Presenter: Conrad E. Lamb

Recommendation: Not Applicable

Committee Recommendation: [Enter Committee Recommendation text Here]

TAX INCENTIVE PROJECTS
GASB 77 ABATEMENT INFORMATION

Governmental Accounting Standards Board (GASB) Statement 77

- Statement 77 is effective for City's FY 2017
- Requires the City to disclose information about tax abatement agreements
- Requires an identifiable agreement between the City and an individual or entity to reduce taxes
- Tax abatement requires a promise to reduce taxes and a promise of entity to perform certain beneficial actions.

Government Accounting Standards Board (GASB) Statement 77

- Taxes can be abated by the City or by other governmental entities
- The statement requires disclosure from the date of the agreement until the agreement's expiration
- Required disclosure is of Annual Abatement amounts

Government Accounting Standards Board (GASB) Statement 77

- Tax Abatement as defined applies to:
- Section 100 Projects
- Section 353 Projects
- LCRA Projects
- Tax Abatement as defined generally does not apply to TIFs

Section 100 Projects

- City owned property results in 100% property tax abatement
- Disclosure under GASB 77 required for FY 2017
- Seven Projects require disclosure for FY 2017

Section 100 Projects

Description	Type	Agreement Term	Proposed Investment	Investment to Date	Incremental Assessed Valuation	Total Abatement FY 2017 8,8111	PILOT Payment FY 2017	Net Abatement FY 2017
Residences at New Longview	Real Estate	2014-2025	35,000,000	33,738,401	4,548,600	400,782	(288,915)	111,867
Cerner Corporation	Real Estate	2015-2025	106,575,000	85,000,000	13,295,040	1,171,439	(287,430)	884,009
KC Summit Technology LLC	Real Estate	1998-2018	100,000,000					
	Revised	2007-2018	51,590,988	51,590,988	11,616,600	1,023,550	(328,405)	695,145
	Revised	2016-2028	6,500,000					
Bennett Packaging 2007	Personalty	2007-2019	6,000,000	6,000,000	346,295	30,512	(15,116)	15,397
Cerner Corporation 2010	Personalty	2010-2029	390,000,000					
	Revised	2010-2015	167,753,825	167,695,825	11,123,627	980,114	(490,057)	490,057
Cerner Corporation 2015	Personalty	2015-2025	422,000,000	85,950,735	8,345,834	735,360	(367,680)	367,680
Bennett Packaging 2015	Personalty	2015-2020	4,500,000	4,495,606	1,498,535	132,037	(30,093)	101,944
Summit Square Apartments Project 2016	Real Estate	2016-2025	36,000,000					
Residences at Echelon 2017	Real Estate	2017-2026	27,000,000					

TIFs

- TIFs generally are not subject to GASB 77
- TIF does not abate property taxes due, but redirects the property taxes to reimburse certified TIF reimbursable costs

Land Clearance For Redevelopment Projects

- City Abatement Certificate directs 100% real estate tax abatement
- Disclosure under GASB 77 required for FY 2017
- Five Projects require disclosure for FY 2017

LCRA Projects

Description	Agreement	Abatement	Proposed	Maximum	Incremental	Total	PILOT	FY 2017
	Date	Period	Investment	Abatement	Assessed	Abatement	Payment	Net
					Valuation	FY 2017	FY 2017	Abatement
						8,811		
Licata	3/4/2010	FY 2012-2021	728,800		251,098	22,124		22,124
The Stanley	10/18/2012	FY 2014-2018	1,850,000		240,744	21,212		21,212
Grider Properties LLC	10/14/2013	FY 2016-2025	1,000,000	141,000	67,813	5,975		5,975
JCI Industries, Inc	4/16/2015	FY 2017- 2026	1,600,000	307,144	285,120	25,122		25,122
High Tech Solutions, LLC	2/2/2016		2,000,000		0	0		0
3rd Street Restaurant Associates, LLC	9/3/2015	FY 2017-2021	947,500		79,808	7,032		7,032
Aardvark foods, Inc d/b/a Minsky's Food	6/23/2016	FY2017-2021	815,000	57,283	0	0		0
Primary Eye Care	11/18/2015		566,000	42,629	0	0		0

Section 353 Projects

- Section 353 Projects receive an abatement of 100% of incremental taxable value
- John Knox Village is the only entity receiving tax abatement for Section 353 in FY 2017

Section 353 Projects

Description	Agreement Date	Abatement Term	Incremental Assessed Valuation	Total Abatement on Increment	PILOT Payment FY 2017	Abatement Net FY 2017
Real Estate				8.8111	50%	
2004 Redevelopment						
John Knox Village Bldg A	5/26/2004	FY2009-2028	71,873	6,333	(3,166)	3,167
John Knox Village Bldg B	5/26/2004	FY 2007-2026	94,235	8,303	(4,151)	4,152
John Knox Village Bldg C	5/26/2004	FY 2009-2028	71,873	6,333	(3,166)	3,167
John Knox Village Bldg D	5/26/2004	Building Demolished				
John Knox Village Bldg E	5/26/2004	Not Yet Commenced				
2015 Redevelopment		Not Yet Commenced				
Unity Village Phase I	2012	2052	0			

TIFs

- TIFs generally are not subject to GASB 77
- TIF does not abate property taxes due, but redirects the property taxes to reimburse certified TIF reimbursable costs

TIF Projects

Description	Initial Term	Proposed Investment	Proposed Reimbursable Project Costs	Costs Submitted for Payment	Incremental Assessed Valuation Estimated	PILOTS FY 2016 8.8111	EATS FY 2016
Chapel Ridge TIF	FY 2001-FY 2023	101,846,800	34,414,160	16,434,336	15,282,801	1,346,583	687,780
East 50 Highway TIF	FY 2008-FY 2031	250,000,000	47,036,277	14,111,519	10,897,278	942,014	160,266
I-470 Business & Technology TIF	FY 2007-2030	70,872,183	8,027,000	3,019,866	4,786,119	421,466	482,879
Longview Farm TIF	FY 2003-2026	200,665,294	13,388,983	2,883,118	2,791,160	230,306	93,123
New Longview TIF	FY 2016-2029	81,802,498	16,939,463	0	0	0	0
Ritter Plaza TIF	FY 2008-2031	13,319,998	3,333,752	467,485	685,375	59,817	17,883
Summit Fair TIF	FY 2007-2030	217,268,488	41,620,468	25,968,878	15,855,284	1,399,173	1,295,284