



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

Thursday, June 15, 2017

6:15 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

(816) 969-1000

**REGULAR SESSION NO. 38**

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CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

**1. PUBLIC COMMENTS:**

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

**2. COUNCIL COMMENTS:**

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

**3. APPROVAL OF CONSENT AGENDA:**

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

A. [2017-1256](#) Approval of Type G3 & S Liquor License for Mackenzie's Pub, 320 SW Blue Parkway (new owner).

B. [2017-1268](#) Approval of change in managing officer for Fiorella's Jack Stack BBQ, maintaining a Type G3 & S liquor license.

**4. PROPOSED ORDINANCES:**

A. [BILL NO. 17-129](#) AN ORDINANCE ACCEPTING THE DEDICATION OF RIGHT-OF-WAY FOR NW ROSEMARY COURT.

- B. [BILL NO.](#) AN ORDINANCE AUTHORIZING A SETTLEMENT AGREEMENT BY AND  
[17-130](#) BETWEEN THE CITY OF LEE'S SUMMIT AND KANSAS CITY POWER & LIGHT  
FOR RESOLUTION OF DISPUTED ELECTRIC FRANCHISE TAX RECEIPTS AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT BY AND  
ON BEHALF OF THE CITY.
- C. [BILL NO.](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A  
[17-131](#) ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT  
RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY  
PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE  
CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND  
ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 5/8/17)
- D. [BILL NO.](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-099 FOR  
[17-132](#) PLUMBING SERVICES AS A YEARLY CONTRACT TO MECHANICAL PIPING, LLC  
BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY  
MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-099 FOR  
THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT MISSOURI.  
(F&BC 6/5/17)
- E. [BILL NO.](#) AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO.  
[17-133](#) 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE  
ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE  
AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE  
DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE  
ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON  
BEHALF OF THE CITY. (F&BC 6/5/17)
- F. [BILL NO.](#) AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK  
[17-134](#) CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT  
ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY  
MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING  
GROUP, INC. BY AND ON BEHALF OF THE CITY. (F&BC 6/5/17)
- G. [BILL NO.](#) AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND  
[17-135](#) BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED  
SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE  
SAME BY AND ON BEHALF OF THE CITY. (F&BC 6/5/17)

- H. [BILL NO. 17-136](#) AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018. (F&BC 6/5/17)

5. **OTHER BUSINESS:**

- A. [2017-1263](#) Zachary Burton - Lee's Summit High School Student, Solar Presentation and request
- B. [BILL NO. 17-137](#) AN ORDINANCE APPROVING CHANGE ORDER #1 - WITH PCi ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$105,089.40 AND AN ADDITIONAL 43 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$448,417.05 AND 103 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION.
- C. [2017-1269](#) Conceptual Economic Development Incentive Request/Presentation - Pine Tree Plaza; NSI Investments LLC, Applicant
- D. [BILL NO. 17-138](#) AN ORDINANCE APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND NSI INVESTMENTS LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.
- E. [2017-1224](#) Presentation of the Compensation and Benefit Study
- F. [2017-1262](#) Presentation of Fire Department's Accreditation process.

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

7. **COUNCIL ROUNDTABLE:**

8. **STAFF ROUNDTABLE:**

9. **ADJOURNMENT**

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

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

## Packet Information

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**File #:** 2017-1256, **Version:** 3

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Approval of Type G3 & S Liquor License for Mackenzie's Pub, 320 SW Blue Parkway (new owner).

Approval of Type G3 & S Liquor License for Mackenzie's Pub (new owner).

Proposed City Council Motion:

I move for approval of this liquor license as part of the Consent Agenda.

Background:

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

Staff Recommendation:

The Director of Liquor Control recommends approval of the G3 & S License for Mackenzie's Pub.





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

Please mark ("x") which one of the following licenses you will need for a Lee's

Summit, Missouri establishment. Sunday licenses are a separate application.

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

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

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

To be completed by applicant as (check one):

Sole Owner & Operator  Corporation  Partnership  LLC

Corporation/LLC Name: Bev Burger LLC

Business Name: Mackenzies Pub Phone: 816-347-9393

Business Address: 320 SW Blue Parkway Lee's Summit, MO 64063

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

Applicant's Name: Alec Drown Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Place of Employment (other than business): Self employed

Employment Address: 320 SW blue Parkway, Lees Summit, MO Phone: \_\_\_\_\_

1. List all previous addresses, if less than five years at current address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

3. Will you be the person in active control and/or management (managing officer) of this business full-time? YES. If not, give complete details on the planned management and persons involved. \_\_\_\_\_  
\_\_\_\_\_
4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? NO If so, please give details: \_\_\_\_\_  
\_\_\_\_\_
5. Has any such license listed in question #4 ever been suspended or revoked? NO If so, please give complete details: \_\_\_\_\_  
\_\_\_\_\_
6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city? NO If so, please give complete details: \_\_\_\_\_  
\_\_\_\_\_
7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony? NO If so, please give complete details: \_\_\_\_\_  
\_\_\_\_\_
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): Self employed  
Auto dealer
9. Is the proposed location within 300 feet of a church or school? NO

10. If existing business, from whom and when was the business purchased? Anthony Olson  
3/27/17

Effective date of possession: 3/27/17 Name of mortgage holder, if any: \_\_\_\_\_

11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold? no If so, please explain: \_\_\_\_\_

12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold? No If so, please explain: \_\_\_\_\_

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

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

Name of corporation/LLC: Bieu Burger LLC

State in which incorporated: MISSOURI Date of incorporation: 3-10-17

If not a Missouri corporation/LLC, date authorized to do business in Missouri: \_\_\_\_\_

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

Alec Brown

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

County of Jackson)

State of Missouri)

SS

I, Alec Brown, being of lawful age and duly sworn upon my oath, (Print Applicant's Name) do swear that the answers and information given in this application are true and complete to the best of my

knowledge and belief.

Alec Brown

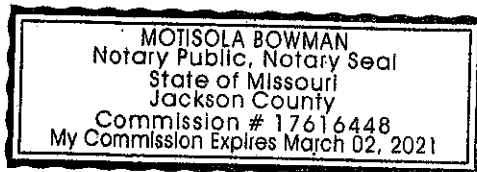
Applicant's Signature

Subscribed and sworn to before me this 23<sup>rd</sup> day of MAY, 2017

Motisola Bowman

Notary Public

My commission expires: MARCH 2, 2021



**To Be Provided By Applicant:**

**1) The Applicant and/or Managing Officer (if different) shall provide:**

- a) Recent photograph;
- b) Copy of Missouri voter registration card;
- c) Copy of paid Missouri personal property tax receipt for year immediately preceding date of application
- d) Fingerprints (obtained at the Lee's Summit Police Department, Main Lobby, 10 NE Tudor Rd., Lee's Summit, MO). The Applicant and/or Managing Officer (if different) will be fingerprinted as will all officers, directors and any shareholder holding more than a ten percent (10%) interest in the business.

**2) Copy of Business License** (contact Treasury Department at 816-969-1139).

**3) Copy of Zoning Approval** (contact Planning & Development at 816-969-1600).

**4) If existing business location:**

- a) Copy of lease or mortgage showing Proof of Occupancy.
- b) Recent photographs of the interior and exterior of the premises to be licensed.

**5) For newly constructed or remodeled businesses:**

- a) Certificate of Occupancy Permit shall be obtained prior to the actual issuance of a city liquor license (contact Codes Administration at 816-969-1200).
- b) Complete description of the plans, specifications, and fixtures of the proposed place of business.

**6) Package Liquor Only:** Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an invoice of at least \$1,000, exclusive of fixtures and intoxicating liquors.

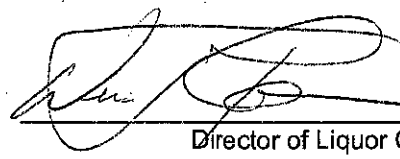
**7) Appropriate license fee:** Make checks and money orders payable to the City of Lee's Summit.

**8) Estimated date of opening?** 5-27-17

**For Office Use Only:**

It is recommended this application be APPROVED / DISAPPROVED this 30<sup>th</sup> day of

May, 2017.

  
\_\_\_\_\_  
Director of Liquor Control

City Council Action:  Approved  Disapproved Date: \_\_\_\_\_



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

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

Sole Owner & Operator [checked] Corporation [ ] Partnership [ ]

Applicant's Name: Alec Drown
Business Name: Bleu burger LLC Phone: 816-347-9393
Business Address: 320 SW blue parkway Lee's Summit, MO 64063

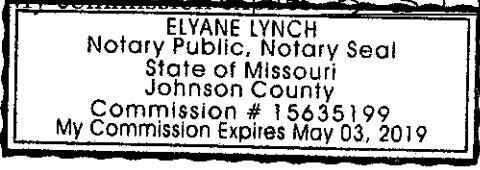
I, the undersigned, hereby make application to the City of Lee's Summit, Missouri, for a Type "S" liquor license in accordance with Chapter 4, "Alcoholic Beverages" Ordinance of the City of Lee's Summit, Missouri.

County of Jackson)
SS
State of Missouri)

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

[Signature]
Applicant's Signature

Subscribed and sworn to before me this 25th day of May 2017
My commission expires: 5-3-19



[Signature]
Notary Public

It is recommended this application be APPROVED / DISAPPROVED this 30th day of May, 2017.

[Signature]
Director of Liquor Control

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

## Packet Information

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**File #:** 2017-1268, **Version:** 2

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Approval of change in managing officer for Fiorella's Jack Stack BBQ, maintaining a Type G3 & S liquor license.

Issue/Request:

Fiorella's Jack Stack BBQ has changed the managing officer.

Proposed City Council Motion:

I move for approval of this liquor license change as part of the Consent Agenda.

Background:

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

Staff Recommendation:

The Director of Liquor Control recommends approval of the change of managing officer for Fiorella's Jack Stack BBQ.



To be completed by applicant as (check one):

Sole Owner & Operator

Corporation

Partnership

LLC

Corporation/LLC Name: J&DGL, INC dba JACK STACK BBQ

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: 1840 NW CHEPPMAN RD, Lee's Summit, MO 64081

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

Applicant's Name: JAY SELANDERS Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

Place of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Place of Employment (other than business): KUTAK ROCK LLP

Employment Address: 2300 MAIN ST., SUITE 800, KCMO 64108 Phone: 816-502-4617

1. List all previous addresses, if less than five years at current address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

4. Have you or any person employed by you ever held any type of liquor license issued by the City of Lee's Summit or by the licensing authority of any state, county or city? \_\_\_\_\_ If so, please give details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Has any such license listed in question #4 ever been suspended or revoked? \_\_\_\_\_ If so, please give complete details: \_\_\_\_\_  
\_\_\_\_\_

6. Have you ever made application for a liquor license that was denied by the City of Lee's Summit or by the licensing authority of any state, county or city?\_\_\_\_\_ If so, please give complete details: \_\_\_\_\_  
\_\_\_\_\_
7. Have you or anyone interested either directly or indirectly in the premises to be licensed hereunder or the operation thereon ever been convicted of a felony?\_\_\_\_\_ If so, please give complete details: \_\_\_\_\_  
\_\_\_\_\_
8. If not a corporation/LLC, give names and business addresses of employers for the past five years. (If self-employed, state nature of business and location.): \_\_\_\_\_  
\_\_\_\_\_
9. Is the proposed location within 300 feet of a church or school? \_\_\_\_\_
10. If existing business, from whom and when was the business purchased? \_\_\_\_\_  
\_\_\_\_\_
- Effective date of possession:\_\_\_\_\_. Name of mortgage holder, if any:\_\_\_\_\_
11. Will any distiller, wholesaler, wine maker, brewer, or supplier, or coin operated, commercial, manual or mechanical amusement devices or the employees, officers or agents thereof, have any financial interest in the retail business of the applicant for the sale of alcoholic beverages, or "C.O.L.", and will the applicant directly or indirectly borrow or accept from any such persons equipment, money, credit, or property of any kind except ordinary commercial credit for liquor sold?\_\_\_\_\_ If so, please explain: \_\_\_\_\_  
\_\_\_\_\_
12. Will applicant either directly or indirectly borrow or accept from any person identified in #11 either equipment, money, credit or property of any kind except ordinary commercial credit for liquor sold?\_\_\_\_\_ If so, please explain: \_\_\_\_\_  
\_\_\_\_\_
13. Will you at all times permit the entry of any officer or investigator who may have legal supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the ordinances of Lee's Summit, Missouri, and the laws of the

State of Missouri; and do you promise and agree not to violate any of the ordinances of Lee's Summit, Missouri, the laws of the State of Missouri, or the United States in the conduct of the business for which the license is sought? \_\_\_\_\_

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

Name of corporation/LLC: \_\_\_\_\_

State in which incorporated: \_\_\_\_\_ Date of incorporation: \_\_\_\_\_

If not a Missouri corporation/LLC, date authorized to do business in Missouri: \_\_\_\_\_

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

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

County of Jackson)

ss

State of Missouri)

I, JAY SELANDERS, being of lawful age and duly sworn upon my oath,  
(Print Applicant's Name)

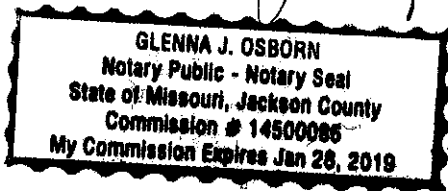
do swear that the answers and information given in this application are true and complete to the best of my knowledge and belief.

Jay Selanders  
Applicant's Signature

Subscribed and sworn to before me this 23rd day of May, 2017

Glenna J. Osborn  
Notary Public

My commission expires: January 28, 2019



**To Be Provided By Applicant:**

**1) The Applicant and/or Managing Officer (if different) shall provide:**

- a) Recent photograph;
- b) Copy of Missouri voter registration card;
- c) Copy of paid Missouri personal property tax receipt for year immediately preceding date of application
- d) Fingerprints (obtained at the Lee's Summit Police Department, Main Lobby, 10 NE Tudor Rd., Lee's Summit, MO). The Applicant and/or Managing Officer (if different) will be fingerprinted as will all officers, directors and any shareholder holding more than a ten percent (10%) interest in the business.

2) **Copy of Business License** (contact Treasury Department at 816-969-1139).

3) **Copy of Zoning Approval** (contact Planning & Development at 816-969-1600).

**4) If existing business location:**

- a) Copy of lease or mortgage showing Proof of Occupancy.
- b) Recent photographs of the interior and exterior of the premises to be licensed.

**5) For newly constructed or remodeled businesses:**

- a) Certificate of Occupancy Permit shall be obtained prior to the actual issuance of a city liquor license (contact Codes Administration at 816-969-1200).
- b) Complete description of the plans, specifications, and fixtures of the proposed place of business.

6) **Package Liquor Only:** Inventory Affidavit, notarized by the applicant, stating the type of business presently engaged in, or in conjunction with, which the license shall be used; **AND** stating that in his place of business the applicant has, and at all times keeps, a stock of goods having an invoice of at least \$1,000, exclusive of fixtures and intoxicating liquors.

7) **Appropriate license fee:** Make checks and money orders payable to the City of Lee's Summit.

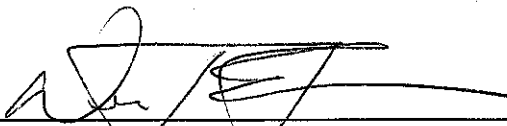
8) **Estimated date of opening?** \_\_\_\_\_

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**For Office Use Only:**

It is recommended this application be APPROVED DISAPPROVED this 5<sup>th</sup> day of

June, 2017

  
\_\_\_\_\_  
Director of Liquor Control

City Council Action:  Approved  Disapproved Date: \_\_\_\_\_

## Packet Information

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**File #:** BILL NO. 17-129, **Version:** 1

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AN ORDINANCE ACCEPTING THE DEDICATION OF RIGHT-OF-WAY FOR NW ROSEMARY COURT.

Issue/Request:

AN ORDINANCE ACCEPTING THE DEDICATION OF RIGHT-OF-WAY FOR NW ROSEMARY COURT.

Key Issues:

On March 2, 2017, a Preliminary Development Plan for Summit Village was approved by the City Council.

As part of the final approval process, the land is required to be platted.

The applicant has applied for a minor plat to plat the property, which is an administrative approval. Due to the plat being an administrative approval, public right of way cannot be dedicated with the plat. Therefore, the acceptance of the dedication must be approved by the City Council.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE ACCEPTING THE DEDICATION OF RIGHT-OF-WAY FOR NW ROSEMARY COURT.

SECOND MOTION: I move for adoption of AN ORDINANCE ACCEPTING THE DEDICATION OF RIGHT-OF-WAY FOR NW ROSEMARY COURT.

Presenter:

Recommendation: Staff recommends approval

**BILL NO. 17-129**

---

AN ORDINANCE ACCEPTING THE DEDICATION OF RIGHT-OF-WAY FOR NW ROSEMARY COURT.

WHEREAS, the parcel at the southeast corner of NW Colbern Road and NW Blue Parkway (the "Property") was annexed by the City of Lee's Summit ("City") in 2011 as a site for potential development; and,

WHEREAS, this Property is currently unplatted and will need to be platted as part of the development process; and,

WHEREAS, a minor plat application, which may be approved administratively, has been submitted, which includes a new street named NW Rosemary Court; and,

WHEREAS, because the Property is currently unplatted, the right-of-way for NW Rosemary Court has never been dedicated nor accepted by the City Council on behalf of the City; and

WHEREAS, the owners of the Property are desirous of dedicating the right-of-way for NW Rosemary Court described on a Dedication of Easement instrument concurrently with the platting process for this property; and

WHEREAS, the City desires to approve and accept the right-of-way for NW Rosemary Court being offered for dedication.

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

SECTION 1. That the right-of-way described on the "Dedication of Right of Way Easement" instrument, appended hereto and incorporated by reference as if fully set forth herein, is hereby approved and accepted as right-of-way for the City and the Mayor is authorized to accept the same on behalf of the City of Lee's Summit.

SECTION 2. This Ordinance shall be effective immediately upon its passage, adoption, and approval by the Mayor.

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

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

**BILL NO. 17-129**

---

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

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*

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*(Space above reserved for Recorder of Deeds certification)*

**Title of Document:** Right of Way Deed  
**Date of Document:** June 5, 2017  
**Grantor(s):** Unity Realty, LLC  
**Grantee(s):** City of Lee's Summit, Missouri  
**Grantee(s) Mailing Address(es):** 220 S.E. Green, Jackson County, Lee's Summit, Missouri 64063  
**Legal Description:** See Exhibit A  
**Reference Book and Page(s):** N/A

**After recording return to:**

**City of Lee's Summit**  
**Attn: Legal Office**  
**220 S.E. Green**  
**Lee's Summit, MO 64063**

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*(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)*



**RIGHT OF WAY DEED  
(Limited Liability Company)**

THIS AGREEMENT, made this 5<sup>th</sup> day of June, 2017, by **UNITY REALTY, LLC, Grantor**, a Limited Liability Company organized and existing under the laws of the State of Missouri, and the City of Lee's Summit, Missouri, a Municipal Corporation with a mailing address of 220 S.E. Green, Jackson County, Lee's Summit, Missouri 64063, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for the construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway or thoroughfare, including but not limited to, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described lots, tracts, or parcels of land lying, being and situated in the County of Jackson, and the State of Missouri, to-wit:

See Exhibit A, attached hereto.

**GRANTOR** further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

**GRANTOR**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

*(Signature Page Follows)*

IN WITNESS WHEREOF, **Grantor**, has caused these presents to be signed this 5<sup>th</sup> day of June, 2017:

**UNITY REALTY, LLC**

By: *[Signature]*  
Name: Guy Swanson  
Title: President & COO

**ACKNOWLEDGMENT**

STATE OF MISSOURI

COUNTY OF JACKSON

On this 6<sup>th</sup> day of June in the year 2017 before me, a Notary Public in and for said state, personally appeared Guy Swanson the President & COO of Unity Realty, LLC, known to me to be the person who executed the within Right of Way easement in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated and further stated that said acknowledged said instrument to be the free act and deed of Unity Realty, LLC.



Melissa R. Heath  
Notary Public Signature

Melissa R. Heath  
Print Name of Notary

Exhibit A

Legal Description

A tract of land in the Southwest Quarter of Section 25 Township 48 North, Range 32 West of the 5th Principal Meridian in Lee's Summit, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter Section 25; thence North 03°04'01" East on the East line of said Southwest Quarter, 653.38 feet; thence North 86°57'50" West, 531.49 feet to the Point of Beginning of the tract of land to be herein described; thence South 17°37'56" West, 90.31 feet; thence North 78°13'39" West, 23.25 feet; thence Westerly along a curve to the right being tangent to the last described course with a radius of 500.00 feet, a central angle of 05°44'34" and an arc distance of 50.11 feet; thence North 72°29'05" West, 308.18 feet to a point on the Easterly right-of-way line of Northwest Blue Parkway dedicated in Document 2015E0097650 in the office of the Recorder of Deeds Jackson County, Missouri; thence North 17°30'55" East on said Right-of-way, 100.00 feet; thence leaving said Right-of-way, South 72°29'05" East, 308.18 feet; thence Easterly along a curve to the right being tangent to the last described course with a radius of 500.00 feet, a central angle of 05°44'34" and an arc distance of 50.12 feet; thence South 66°44'31" East, 23.43 feet to the Point of Beginning. Containing 37,889 square feet or 0.87 acres, more or less.

## Packet Information

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**File #:** BILL NO. 17-130, **Version:** 1

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AN ORDINANCE AUTHORIZING A SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND KANSAS CITY POWER & LIGHT FOR RESOLUTION OF DISPUTED ELECTRIC FRANCHISE TAX RECEIPTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE AUTHORIZING A SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND KANSAS CITY POWER & LIGHT FOR RESOLUTION OF DISPUTED ELECTRIC FRANCHISE TAX RECEIPTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT BY AND ON BEHALF OF THE CITY.

Key Issues:

The City sought proposals from qualified firms / providers for the purpose of conducting a utility franchise tax audit to determine if the appropriate amount of revenue is being collected. The audit included electric, natural gas, cable, telephone utilities, and an audit of the City's leased and owned street light system.

The audit was to verify the financial statements from all franchisees that were submitted during the last five (5) calendar years (2008-2013) and include an audit of the City's leased and owned street light system for the last five (5) calendar years. The audit tasks generally included a review and examination of the utility's work orders, meter readings, customer billings, billing summaries, and general ledger to inspect the taxable receipts for each and to identify misreported or unreported sales. Misreported or unreported sales could include, but are not limited to, revenues from the following sources;

- General residential and commercial sales
- Late penalties and forfeited deposits
- Returned check charges
- Connects, disconnects, re-connect fees
- Account initiation fees, new or existing service
- Minimum billing charges
- Interest earned on security deposits
- Charges for meter tests, out of cycle meter readings
- Bad debt recoveries
- Charges for special billing
- Receipts from a city for furnishing street lighting
- Receipts from the bill payment assistance program for reimbursement of discounted rates

Following analysis by TriStem, KCP&L, and the City of Lee's Summit, it was found that the City was owed approximately \$30,310.72 in additional electric franchise tax revenue from 2008-2013. The settlement

agreement will close the audit period and authorize payment to TriStem Ltd and then remittance to the City.

The only remaining open audit item remaining is for the City's leased and owned streetlights.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE AUTHORIZING A SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND KANSAS CITY POWER & LIGHT FOR RESOLUTION OF DISPUTED ELECTRIC FRANCHISE TAX RECEIPTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT BY AND ON BEHALF OF THE CITY.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING A SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND KANSAS CITY POWER & LIGHT FOR RESOLUTION OF DISPUTED ELECTRIC FRANCHISE TAX RECEIPTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT BY AND ON BEHALF OF THE CITY.

Background:

The City has four major categories of franchise utilities operating within the City limits; Cable, Electric, Telephone, and Natural Gas, with a total of approximately 25 individual franchisees. The franchisees are regulated by Missouri State Statutes 94.110 - 94.120 and the City's code of ordinances under Chapter 28, Article 2, Section 28-90 - 28-120. As set forth by these regulations, the City is to be paid 7% of the gross receipts collected by all electric, natural gas, and telephone franchisees and 5% of gross receipts collected by cable franchisees. This audit was the first of its kind initiated by the City.

Presenter: Nick Edwards | Director of Administration

Recommendation: Staff Recommends Approval

Committee Recommendation: N/A

**BILL NO. 17-130**

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AN ORDINANCE AUTHORIZING A SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND KANSAS CITY POWER & LIGHT FOR RESOLUTION OF DISPUTED ELECTRIC FRANCHISE TAX RECEIPTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT BY AND ON BEHALF OF THE CITY.

WHEREAS, in 2014 the City sought to initiate a franchise tax and streetlight audit by contracting with TriStem, Ltd; and,

WHEREAS, the audit was to verify financial statements from all franchisees of the City that were submitted during the previous five years (2008-2013); and,

WHEREAS, the audit included a review and examination of utility's work orders, meter readings, customer billings, billing summaries, and general ledger to inspect taxable receipts; and,

WHEREAS, TriStem Ltd would be reimbursed 43% of any funds the City receives as a result of TriStem's services; and,

WHEREAS, following analysis by TriStem, it was found that Kanas City Power & Light owed an additional \$30,310.72 for the electric franchise gross receipts tax.

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

SECTION 1. That the settlement agreement for the electric franchise tax audit is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

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

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

**BILL NO. 17-130**

---

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

## CLOSING AGREEMENT ON FINAL DETERMIATION

### COVERING SPECIFIC MATTERS

This agreement is in resolution of issues raised in an examination of KCP&L-GMO related to the City of Lee's Summit - Electric Franchise fee's imposed by Section 28-09 of the City's Code of Ordinances, requiring the electric company to pay a license tax equal to 7% of the gross receipts derived from sale of electrical energy within the city limits.

The City, KCPL-GMO and an outside consulting firm TriStem, Ltd have completed a comprehensive review of the tax franchise fee billing and payments for the period of October, 2010 thru October, 2015. This review included the review of Vacant Land, New Customers (account turn on and turn offs), and validation of customers set up within the city limits.

The result of this review identified an additional Franchise Fee Tax liability from KCPL-GMO to the city of Lee's Summit, Mo in the amount of \$30,310.72.

This agreement will document the payment of the above amount. Additionally, this agreement will close the audit period of October 2010 thru 2015 from any future review by the city of Lee's Summit related to the Franchisee fee imposed by Section 28-09 of the city Code of Ordinances.

This agreement may not be cited or relied upon by any person or entity whatsoever as a precedence in the disposition of any other case.

This agreement is final and conclusive, except that:

- a. The matter it relates to may be reopened in the event of fraud, malfeasances or misrepresentation of material facts.
- b. It is subject to sections of the Code that expressly provide that the effect be given to their provisions notwithstanding any other law or rule of law; and
- c. If it relates to a tax period ending after the effective date of this agreement, it is subject to any law enacted after the Agreement date that applies to that tax period.

With the signing of this agreement KCPL-GMO shall make a payment in the amount of \$30,310.72, to TriStem, LTD on behalf of the City of Lee's Summit, MO. The resolution amount is not refundable or subject to any offset under any circumstance.

By signing this agreement, the above parties certify that they have read and agree to the terms of this agreement.

By signing, I certify that I have the authority to execute this Agreement on behalf of the City of Lee's Summit, Mo.



BY: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_

NAME (PLEASE PRINT)

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE

By signing, I certify that I have the authority to execute this Agreement on behalf of KCP&L-GMO.

BY: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_

NAME (PLEASE PRINT)

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE

## Packet Information

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**File #:** BILL NO. 17-131, **Version:** 1

---

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 5/8/17)

Issue/Request:

Bid 2017-041 was evaluated by staff from the Finance Department to determine the lowest and best overall value that met all specifications stated in the Invitation to Bid. The bid from Homeland Security Protective Services earned the highest scores that met all minimum specifications.

Key Issues:

- The City has contracted services for security personnel during Municipal Court sessions for well over ten years.
- Homeland Security Protective Services has been the service provider for the past five and a half years having been awarded the prior bid for services.
- The bid from Homeland Security Protective Services earned the highest scores per the evaluation criteria that met all minimum specifications and their pricing is a continuation of the current contracted hourly rate.
- Upon award by the City Council, a one-year contract will be executed with four possible one year contract renewals. A copy of the contract document is attached.

Proposed Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

- The Court Security Personnel provide assistance during court dockets and various other times as needed by the Court.
- The normal function of the security officer is to screen all persons entering the courtroom by utilizing the court security equipment thus protecting the safety and wellbeing of the employees, citizens and all who utilize the

Court.

- The Procurement and Contract Services Division issued Bid No. 2017-041 on November 15, 2016 for a yearly contract for Court Security Personnel for Municipal Courts.
- The bid was advertised and emailed to 8 potential suppliers. An additional 36 potential bidders were notified through the City's e-procurement system, Public Purchase.
- Three (3) bids were received by the November 29, 2016 bid opening date.
- The bids were evaluated on the following criteria:
  1. Evidence of Experience with Similar Projects (30-pts)
  2. Expertise of Firm Personnel (20-pts)
  3. Price of Service (50-pts)
- A copy of the unofficial bid tabulation and score sheet is attached. Homeland Security Protective Services received the highest cumulative score.

Impact/Analysis:

Security services are imperative for the safety of City staff and public during Court sessions and other activities as required.

Presenter: Conrad Lamb, Director of Finance

Recommendation: Staff recommends the approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, (CONTRACT NO. 2017-041) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

**BILL NO. 17-131**

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-041 FOR A ONE-YEAR CONTRACT WITH FOUR (4) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COURT SECURITY PERSONNEL TO HOMELAND SECURITY PROTECTIVE SERVICES, CONTRACT NO. 2017-041, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SAID CONTRACT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit (hereinafter "City") has historically contracted for the provision of security personnel during municipal court sessions; and,

WHEREAS, the City's current contract for provision of said services is set to expire, prompting the need to issue Bid No. 2017-041; and,

WHEREAS, Bid No. 2017-041 was advertised and emailed to 8 potential suppliers and posted to Public Purchase on November 15, 2016; and,

WHEREAS, three (3) bids were received by the November 29, 2016 bid opening date; and,

WHEREAS, based upon the evaluation of the bids, the project evaluation committee recommended award of Bid No. 2017-041 to Homeland Security Protective Services.

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

SECTION 1. That Bid No. 2017-041 be and hereby is awarded to Homeland Security Protective Services.

SECTION 2. That Contract No. 2017-041 by and between the City of Lee's Summit, Missouri and Homeland Security Protective Services, generally for the purpose of provision of court security personnel for the Lee's Summit Municipal Court, a true and accurate copy being attached hereto as Exhibit "A" and incorporated herein by reference be and the same is hereby approved, and City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

**BILL NO. 17-131**

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

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, is herein called Yearly Contract for Court Security Personnel as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Homeland Security Protective Services, (hereinafter "Supplier").

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

WHEREAS, Supplier did on the 29<sup>th</sup> day of November, 2016, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

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

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the 1<sup>st</sup> day of July 2017, Bid No. 2017-041, Contract period from July 1, 2017 to June 30, 2018. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2017-041, section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-041	Dated:	11.29.2016	Pages	01	through	19
Specifications:		Dated:	11.29.2016	Pages	05	through	09
General Conditions:				Pages	15	through	19
Special Attachments:							

\_\_\_\_\_  
Procurement Officer of Record

Stephen A. Arbo, City Manager Date

*Homeland Security Protective Services*  
Company Name

\_\_\_\_\_  
Company Authorized Signature

*Sales: MARK-AN* Date *4-5-2017*

Title *Roseanna Brough*

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

## UNOFFICIAL BID TABULATION



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

BID NUMBER: 2017-041

PROJECT: Court Security Personnel

OPENS: 12/2/16 at 3:00 PM

	QTY	BIDDER		BIDDER		BIDDER	
		Hourly Rate	Total Price	Hourly Rate	Total Price	Hourly Rate	Total Price
		Homeland Security Weatherby Lake, MO		Securitas Security Kansas City, MO		Titan Protection Overland Park, KS	
Unarmed Security Guard- (Hourly Rate)	2	\$16.93	\$33.86	\$21.99	\$43.98	\$23.25	\$46.50
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered		NA		NA		NA	
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.14?		No		Yes		No	
If you answered "No" to the question posed in section 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.14?		Yes				Yes	

OPENED BY: ddt

## UNOFFICIAL BID TABULATION

Bid Opened By:  
Bid Recorded By:



## UNOFFICIAL BID TABULATION

## BID NO. 2017-041-COURT SECURITY PERSONNEL: SCORESHEET

2.8 Evaluation Criteria. Bids will be evaluated by Court personnel. They will make a comparative assessment of the bidder’s response to this Invitation to Bid via the use of the objective and subject judgment based on the materials provided. The evaluation point breakdown is as follows:

- Price 50 points
- Experience of Firm 30 points
- Expertise of Firm 20 points

### SCORING RANGES

	50 Point Question	30 Point Question	20 Point Question
Outstanding	37 – 50	25 – 30	16 – 20
Exceeds Acceptable	25 – 36	19 – 24	11 – 15
Acceptable	13 – 24	13 – 18	6 – 10
Marginal	0 – 12	0 – 12	0 – 5

	Max. Pts	Homeland	Securitas	Titan
1 <b><u>Evidence of Experience with Similar Projects</u></b> Consider experience and references listed by the firm. Is firm experienced in providing services specified in bid?	<u>30</u>	<u>_26_</u>	<u>_26__</u>	<u>_30__</u>
2 <b><u>Expertise of Firm Personnel</u></b> Consider comparable experience/background of specific personnel that shall be assigned to the City. Screening criteria used by firm hiring the personnel.	<u>20</u>	<u>_18__</u>	<u>_20__</u>	<u>_20__</u>
3. <b><u>Price of Service</u></b> Evaluate the cost of service.	<u>50</u>	<u>_50__</u>	<u>_38__</u>	<u>_36__</u>
	Total Pts (100)	<u>_94__</u>	<u>_84__</u>	<u>_86__</u>

Hry rate per man	\$16.93	\$21.99	\$23.25
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## Packet Information

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**File #:** BILL NO. 17-132, **Version:** 1

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-099 FOR PLUMBING SERVICES AS A YEARLY CONTRACT TO MECHANICAL PIPING, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-099 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT MISSOURI. (F&BC 6/5/17)

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-099 FOR PLUMBING SERVICES AS A YEARLY CONTRACT TO MECHANICAL PIPING, LLC BASED ON ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-099 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT MISSOURI.

Key Issues:

- City's current contract (Contract No. 2013-098/3R) for Plumbing Services as a Yearly Contract is set to expire on June 17<sup>th</sup>, 2017.
- The Procurement and Contract Services Division solicited Bid No. 2017-099 for Plumbing Services as a Yearly Contract via its' e-bidding service Public Purchase. A total of 27 Contractors were notified via Public Purchase. An additional 10 Contractors were notified via email based on a vendor list established and approved by the Project Managers from each utilizing Department: Parks, Fleet, CBS, Fire, Airport, Water Ops and PD. The advertisement for the Solicitation was also posted to the City's Website.
- Upon the closing of the bid on Friday, April 14<sup>th</sup>, 2017, the Procurement and Contract Services Division received a total of 6 bids. 5 bids were considered responsive. 1 bid was deemed non responsive for not providing all required bid documentation.
- The Project Manager's from the utilizing Departments reviewed the bid tabulation and unanimously recommended Mechanical Piping, LLC for Award of Bid No. 2017-099 for Plumbing Services as a Yearly Contract.
- Mechanical Piping LLC was the overall low bidder. Mechanical Piping LLC is the current Contractor for the City and has proven to provide good customer service.

Proposed City Council Motion:

FIRST MOTION:

SECOND MOTION:

Background:

The City requires plumbing services at certain times for the various City departments. This service keeps City facilities operating properly as it pertains to plumbing related functions. The City also has a need for annual backflow testing which is also a part of the proposed Plumbing Services Contract.

Presenter: Ben Calia, Procurement and Contract Services Manager

Committee Recommendation: **Motion by Councilmember Faith, second by Councilmember Edson, this Ordinance was recommended for approval to City Council. The vote was unanimous.**



**BILL NO. 17-132**

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-099 FOR PLUMBING SERVICES AS A YEARLY CONTRACT TO MECHANICAL PIPING, LLC BASED ON THE ATTACHED BID TABULATION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE CONTRACT NO. 2017-099 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit has a regular need for plumbing services and annual backflow testing services for various City facilities; and,

WHEREAS, the City's current contract for plumbing services is set to expire on June 17, 2017; and,

WHEREAS, in response to the upcoming expiration, the Procurement and Contract Services Division of the Finance Department issued Bid No. 2017-099 for plumbing services as a yearly contract via the City's e-bid system, Public Purchase; and,

WHEREAS, a total of 27 vendors were notified directly via Public Purchase of the Bid, and an additional 10 contractors were notified directly of the Bid; and,

WHEREAS, as of the close of the bid, Friday, April 14, 2017, a total of five (5) responsive bids were received by the City; and,

WHEREAS, the Project Evaluation Committee reviewed and evaluated the responsive bids and unanimously recommended Mechanical Piping, LLC for Award of Bid No. 2017-099 for plumbing services as a yearly contract.

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

SECTION 1. That Bid No. 2017-099 be and hereby is awarded to Mechanical Piping, LLC.

SECTION 2. That the Contract by and between the City of Lee's Summit, Missouri and Mechanical Piping, LLC generally for the purpose of provision of plumbing services as a yearly contract, a true and accurate copy being attached hereto as Exhibit "A" and incorporated herein by reference be and the same is hereby approved, and City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

**BILL NO. 17-132**

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

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2017, is herein called Yearly Contract for Plumbing Services as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Mechanical Piping, (hereinafter "Supplier").

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

WHEREAS, Supplier did on the 14th day of April, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

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

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the 18th day of June 2017, Bid No. 2017-099, Contract period from June 18<sup>th</sup>, 2017 to June 17<sup>th</sup>, 2018. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2017-099; Section 2.1.2; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-099	Dated:	04/14/2017	Pages	1	through	43
Specifications:	2017-099	Dated:	04/14/2017	Pages	8	through	9
General Conditions:				Pages	20	through	24
Special Attachments:	<u>Prevailing Wage Order No. 23, Increment No. 7</u>						

Sarah Dougherty  
Procurement Officer of Record

Mechanical Piping  
Company Name

\_\_\_\_\_  
Stephen A. Arbo, City Manager                      Date

Philip Evans  
Company Authorized Signature

READ AND APPROVED:  
  
\_\_\_\_\_  
Joe Snook, Interim Administrator of Parks & Recreation

Owner                      5-4-17  
Title                                      Date

Type or Print the Name of Authorized Person  
Philip Evans

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Office of the City Attorney

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

BID 2017-099 PLUMBING SERVICES AS A YC	BIDDER/ADDRESS	BIDDER/ADDRESS	BIDDER/ADDRESS	BIDDER/ADDRESS	BIDDER/ADDRESS
<b>BID OPENING:</b> 04/14/17 @2:00pm	Rand Construction Co	She Digs It LLC	EMCOR Services Fagan	Lexington Plumbing	Mechanical Piping
<b>BID OPENED &amp; RECORDED BY:</b> Tarah Daugherty	Kansas City, MO	Blue Springs, MO	Kansas City, KS	Kansas City, MO	Lee's Summit, MO
<b>NEW WORK INSTALLATION--Prevailing Wage Order No. 23 Incremental Increase No. 7 Applicable</b>					
5.1 State the % added to your cost for materials used for new installation.	17.5%	20%	15%	25%	20%
5.2 Hourly rate for regular service per hour	\$87.00	\$105.00	\$104.00	\$95.00	\$67.00
5.3 Hourly rate for after hour service per hour, if required	\$119.00	\$136.00	\$136.00	\$120.00	\$100.50
5.4 Hourly rate for weekends or holidays per hour, if required	\$148.00	\$155.00	\$161.00	\$150.00 (Sunday)	\$100.50
5.5 Hourly rate for emergency service per hour, if required	\$119 or \$148	\$155.00	\$136.00	\$120.00	\$100.50
<b>REPAIR &amp; MAINTENANCE--(Prevailing Wage is NOT applicable)</b>					
5.6 State % added to your cost for materials used for repairs.	17.5%	20%	15%	25%	20%
5.7 Hourly rate for regular service per hour	\$87.00	\$105.00	\$104.00	\$95.00	\$67.00
5.8 Hourly rate for after hour service per hour, if required	\$119.00	\$136.00	\$136.00	\$120.00	\$100.50
5.9 Hourly rate for weekends or holidays per hour, if required	\$148.00	\$155.00	\$161.00	\$150.00 (Sunday)	\$100.50
5.10 Hourly rate for emergency service per hour, if required	\$119 or \$148	\$155.00	\$136.00	\$120.00	\$100.50
<b>BACKFLOW TESTING PER LOCATION (Prevailing Wage is NOT applicable) NOTE: Hourly rates for any Backflow Device Repair shall be as bid in the above Repair &amp; Maintenance hourly rates Pricing.</b>					
5.11 Annual Backflow testing, with required forms, per first unit	\$175.00	\$105.00	\$300.00	\$30.00	\$70.00 Containment Valves
5.12 Annual Backflow testing, with required forms, per additional unit(s) at same location	\$175.00	\$75.00	\$280.00	\$65.00 (Not Vaults)	\$35.00 Isolation Valves
5.13 Hourly Rate to pump water out of in-ground backflow vaults, per hour	\$87.00 straight time	\$145.00	\$104.00	\$95.00	\$67.00
<b>HOURS OF SERVICE &amp; CONTACT INFO</b>					
5.15 State hours normal service is available:	7am-3:30pm, 5 dys/wk	7am-4pm, 5 dys/wk	7am-4pm, 5 dys/wk	7am-4pm, 5 dys/wk	8am-5pm/5 dys/wk
5.16 Emergency service available:	24 hrs/day, 7 dys/wk	12am-4pm/7 dys/wk	24 hrs/day, 7 dys/wk	All the Time	12am-12pm,7 dys/wk
5.17 State telephone number and contact person for service calls:	Andrea Spinski 816-421-4143	Jim Corless 816-616-0620	Tyler Greenlee, Bill Adams 913-621-4444	Cindy Hansen 816-231-2254	Phil Evans 816-797-6368
5.18 State telephone number & contact person for service calls <u>DURING</u> regular business hours:	Andrea Spinski 816-421-4143	Jim Corless 816-295-1100	Tyler Greenlee, Bill Adams 913-621-4444	Cindy Hansen 816-231-2254	Phil Evans 816-797-6368
5.19 State telephone number & contact person for service calls <u>AFTER</u> regular business hours:	Andrea Spinski 816-421-4143	Jim Corless 816-616-0620	Bill Adams 913-621-4444	After Hrs Operator 816-231-2254	Phil Evans 816-797-6368
<b>ADDITIONAL INFORMATION &amp; WARRANTY</b>					
5.20 City standard payment terms are Net 30 after receipt of invoice and certified payroll. State any discounts, if applicable, as it pertains to payment terms	0%	0%	Net 15/.5%	N/A	0%
5.21 Throughout the course of the Contract term, utilizing Departments may need a quote for items and/or services not specifically identified above. May they contact you for written quotations for these items and/or services?	Yes, 0%	Yes, 0%	Yes, 5%	Yes, No Cost	Yes
5.22 Master's Plumbers License(s) & Missouri Backflow Testing Certification Card(s) for each employee identified on Pg. 16 Personnel Qualifications are included with this bid submittal.	Yes	Yes	Yes	Yes	Yes
5.23 State below all warranty information for PARTS:	1 year	Manufactures Warranty	1 year	1 year	1 year
5.24 State below all warranty information for LABOR:	1 year	1 year	1 year	1 year	1 year
<b>Comments:</b> Foley Company submitted a bid but was deemed Non-Responsive for not providing all required bid documentation					



## Packet Information

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**File #: BILL NO. 17-133, Version: 1**

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AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 6/5/17)

Issue/Request:

AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

- EMS billing services FTE is relocating from Fire HQ to the Finance Department. Due to HIPAA laws, said employee will require a multifunction device in their office. Their current multifunction device will not fit in the new office which requires the leasing of a new unit.
- The current multifunction device being utilized by EMS billing services FTE is going to be relocated to the Treasury Department of the Finance Division due to the better functionality of the EMS unit versus the current Treasury unit. The current Treasury unit will be returned to Toshiba.
- The Creative Services Division of Administration requires their own departmental multifunction unit.
- Total increases to the current lease will be \$257.06/mo. or \$3,084.72/yr.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT - CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

- An RFP for Copier Lease and Maintenance was conducted in 2011. Nine (9) proposals were received, two firms were interviewed and the agreement was awarded to Toshiba Business Solutions.
- The City's Procurement and Contract Services Manager met with applicable City staff to discuss and identify needs. He then met with the Toshiba Representative and discussed options which were presented to and

agreed upon by City staff.

- EMS billing staff person position was transferred from Fire to Finance approximately two (2) years ago. Their current multifunction device will not fit into their new office and due to HIPAA laws and the sensitive data that is being handled a copier will need to be located in their office.
- Treasury has a smaller, less functional multifunction device than the current EMS unit, so it was decided to return Treasury's current unit and replace it with more robust unit.
- With the creation of the new Creative Services Department it was determined that they would need to have their own multifunction device.
- In 2016 Modification No. 5 was passed by Council which increased the term of the original contract by 34 months (Oct. 2016-July 2, 2019) which equated to an overall savings of \$75,205.04 for the City.

Impact/Analysis:

- The multifunction device changes and implementation will positively impact the workflow of those particular departments and those they serve.
- The overall fiscal impact is minimal: Total increases to the current lease will be \$257.06/mo. or \$3,084.72/yr.

Presenter: Ben Calia, Procurement and Contract Services Manager

Committee Recommendation: A motion made by Councilmember Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council - Regular Session due back on 6/15/2017. The motion carried by a unanimous vote.

**BILL NO. 17-133**

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AN ORDINANCE APPROVING MODIFICATION NO. 6 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO REMOVE AND REPLACE ONE (1) MULTIFUNCTION DEVICE IN THE TREASURY DIVISION OF FINANCE AND ADD ONE (1) NEW MULTIFUNCTION DEVICE TO THE FINANCE DEPARTMENT AND ONE (1) NEW MULTIFUNCTION DEVICE TO THE ADMINISTRATION DEPARTMENT – CREATIVE SERVICES DIVISION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City entered into Agreement No. 2012-002 with Toshiba Business Solutions on July 2, 2011 for the purpose of providing copier, scanner, printer and fax services; and,

WHEREAS, pursuant to Modification No. 5, passed by the City Council, the term of Agreement No. 2012-002 was extended to July 2, 2019, resulting in cost savings of approximately \$75,000.00; and,

WHEREAS, due to staffing changes and the relocation of staff members within departments, it has become necessary to procure additional copier, scanner, printer and fax machines; and,

WHEREAS, the City has prepared Modification No. 6 to Agreement 2012-002, attached hereto as Exhibit A and incorporated herein as if fully set forth, which stipulates the terms and conditions of said additional procurements, which consist of the movement of one (1) multifunction device from the Fire Department to the Treasury Division of the Finance Department, and the acquisition of two (2) new multifunction devices, one (1) each to be placed in the Finance Department and the Administration Department – Creative Services Division.

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

SECTION 1. That Modification No. 6 to Agreement No. 2012-002 be and hereby is approved and the City Manager is authorized to execute the same by and on behalf of the City.

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

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

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

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

**BILL NO. 17-133**

---

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*



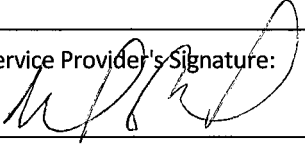
# LEE'S SUMMIT MISSOURI

## MODIFICATION No. 6 OF AGREEMENT 2012-002

<p>1. Modification Number and Date Modification #6                      DATE: May 25, 2017</p>	<p>2. Agreement Number: 2012-002 Contract Period: October, 2016 through July 2, 2019</p>
<p>3. Procurement Officer: Ben Callia Telephone Number: 816-969-1083</p>	<p>4. Lease/Service Provider Address: Toshiba Business Solutions 2732 NE Independence Ave Lee's Summit, MO 64064</p>
<p>5. Issued by: City of Lee's Summit, MO Procurement and Contract Services Division 220 S.E. Green Street Lee's Summit, MO 64063</p>	
<p>6. Special Instructions: Lease/Service Provider is required to sign Block 8 showing acceptance of the below written modification and to return the original to address shown in Block 5 within 10 days after receipt, preferably by certified mail to insure a system of positive receipts. Modification shall be effective on the day of the City Manager's signature, unless otherwise designated.</p>	
<p>7. Description of Modification: Replace Exhibit A-2 Revised 8-12-2016 with Exhibit A-2 Revised 5-25-2017.</p> <p>The modified Exhibit A-2 Revised 5-25-2017 reflects the following:</p> <ul style="list-style-type: none"> <li>• Finance Departments eStudio 356, serial No. C2D233740 will be relocated to the Treasury Department.</li> <li>• Treasury Departments eStudio 256, serial No. C2D230515 will be returned to Toshiba and removed from the current agreement.</li> <li>• Finance Department will be getting a Lexmark XM1145 for the EMS billing staff person.</li> <li>• Creative Services Division of Administration is getting a eStudio 3555C for the new Division.</li> <li>• All other contractual items and terms shall remain in effect for the duration of the lease and maintenance contract term.</li> </ul> <p>This is a 'increase in cost' modification:</p> <p>Current monthly cost is \$6,439.48-annual cost is \$77,273.76</p> <p>New monthly cost will be \$6,696.54 -annual cost will be \$80,358.48</p> <p>Changes result in an overall monthly increase of \$257.06/Mo and overall yearly increase of \$3,084.72</p>	



# LEE'S SUMMIT MISSOURI

<p>8. Lease/Service Provider's Signature: </p> <hr/> <p>Name <u>VICE PRESIDENT</u> <u>5-30-2017</u></p> <p>Title _____ Date _____</p>	<p>9. City of Lee's Summit, Missouri</p> <hr/> <p>Stephen A. Arbo, City Manager      Date _____</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Office of the City Attorney      Date _____</p>
<p>10. Distribution: Original: Bid File Copies to: Lease/Service Provider Using departments</p>	

Department	Toshiba - Right-Sized Fleet	Access. P/S/F/Fin/Int/HP/LCF	Serial Number	Monthly cost per unit	Volume	Maint. Cost/mo.	PaperCut	Total Monthly Cost
Municipal Court	eStudio356	C/P/S/F/Fin/2 Dr.	C2D230733	\$65.00	4,450	\$17.36	\$8.05	\$90.41
Municipal Court	eStudio256	C/P/S/F/2 Dr.	C2D233199	\$49.00	1,300	\$5.07	\$8.05	\$62.12
Police Admin	eStudio356	C/P/S/F/Int. Fin/2 Dr.	C2D234317	\$62.29	6,900	\$26.91	\$8.05	\$97.25
Police Detention	eStudio256	C/P/S/F/2 Dr.	C2D230477	\$49.00	50	\$0.20	\$8.05	\$57.25
Police Dispatch	eStudio256	C/P/S/F/2 Dr.	C2D233087	\$49.00	1,900	\$7.41	\$8.05	\$64.46
Police Investigation	eStudio3540c	C/P/S/F/Fin/2 Dr.	CQC221052	\$143.05	4,000	\$15.60	\$8.05	\$250.55
Police Investigation (color)	eStudio3540c	C/P/S/F/Fin/2 Dr.			2,150	\$83.85		
Police Patrol	eStudio456	C/P/S/F/Fin/LCF	C2D235897	\$70.00	3,900	\$15.21	\$8.05	\$93.26
Police PSO/Report	eStudio256	C/P/S/F/2 Dr.	C2D230472	\$49.00	500	\$1.95	\$8.05	\$59.00
Police Records	eStudio356	C/P/S/F/Fin/2 Dr.	C2D230743	\$65.00	2,500	\$9.75	\$8.05	\$82.80
Police Training	eStudio256	C/P/S/F/2 Dr.	C2D233188	\$49.00	500	\$1.95	\$8.05	\$59.00
Prosecutor's Office	eStudio3540c	C/P/S/F/2 Dr.	CQC220685	\$170.00	2,100	\$8.19	\$8.05	\$217.44
Prosecutor's Office (color)	eStudio3540c	C/P/S/F/2 Dr.			800	\$31.20		
Animal Control	eStudio256	C/P/S/F/2 Dr.	C2D233166	\$49.00	1,900	\$7.41	\$8.05	\$64.46
PW Operations Streets	eStudio3540c	C/P/S/F/Fin/LCF/HP	CQC220729	\$151.00	2,900	\$11.31	\$8.05	\$240.56
PW Operations Streets (color)	eStudio3540c	C/P/S/F/Fin/LCF/HP			1,800	\$70.20		
Vehicle Maint/Fleet	eStudio2540c	C/P/S/F/LCF	CHC229839	\$100.00	1,900	\$7.41	\$8.05	\$119.36
Vehicle Maint/Fleet (color)					100	\$3.90		
ITS Dept	eStudio2540c	C/P/S/F/2 Dr.	CHC229780	\$100.00	1,100	\$4.29	\$8.05	\$161.09
ITS Dept (color)	eStudio2540c	C/P/S/F/2 Dr.			1,250	\$48.75		
Fire HQ Admin	eStudio4540c	C/P/S/F/S.S. Fin/LCF	CMD218990	\$140.00	3,900	\$15.21	\$8.05	\$256.86
Fire HQ Admin (color)	eStudio4540c	C/P/S/F/S.S. Fin/LCF			2,400	\$93.60		
Administration	eStudio4540c	C/P/S/F/Fin/LCF/HP	CMD219319	\$140.00	2,800	\$10.92	\$8.05	\$229.17
Administration (color)	eStudio4540c	C/P/S/F/Fin/LCF/HP			1,800	\$70.20		
Admin (Creative Services Division)	eStudio3555C	C/P/S/F/Fin/LCF/HP	C7KC31939		2,800	\$10.92	\$8.05	\$291.52
Admin (Creative Services Division) color	eStudio3555C	C/P/S/F/Fin/LCF/HP		\$202.35	1,800	\$70.20		
Central Building Serv	eStudio256	C/P/S/F/2 Dr.	C2D230565	\$49.00	400	\$1.56	\$8.05	\$58.61
City Clerk	eStudio4540c	C/P/S/F/Fin/LCF	CMD219021	\$140.00	6,700	\$26.13	\$8.05	\$435.48
City Clerk (color)					6,700	\$261.30		
Codes	eStudio356	C/P/S/F/Fin/2 Dr.	C2D234383	\$65.00	2,900	\$11.31	\$8.05	\$84.36
Finance Dept	eStudio556	C/P/S/F/Fin/LCF/HP	CGE212043	\$120.00	7,600	\$29.64	\$8.05	\$157.69
Finance Dept (formerly Fire Billing)	Lexmark XM145	C/P/S/F/2 Dr.	701530HH01MCY	\$12.00	2000	\$7.80	\$8.05	\$27.85
Human Resources	eStudio456	C/P/S/F/Fin/LCF	C2D233536	\$71.00	7,700	\$30.03	\$8.05	\$109.08
Legal	eStudio4540c	C/P/S/F/Fin/LCF	CMD218983	\$140.00	5,500	\$21.45	\$8.05	\$239.70
Legal (color)					1,800	\$70.20		
Mailroom	eStudio6550CT	C/P/S/F/S.S. Fin/Ext. LCF/HP	CLD211410	\$230.00	2,900	\$11.31	\$8.05	\$366.36
Mailroom (color)	eStudio6550CT	C/P/S/F/S.S. Fin/Ext. LCF/HP			3,000	\$117.00		
Parks & Recreation - Admin	eStudio4540c	C/P/S/F/Fin/LCF	CMD219314	\$140.00	3,800	\$14.82	\$8.05	\$396.87
Parks & Recreation - Admin (color)					6,000	\$234.00		
Planning & Dev Admin	eStudio256	C/P/S/F/Fin/2 Dr.	C2D233126	\$49.00	5,000	\$19.50	\$8.05	\$76.55
Planning & Dev Admin	eStudio6550CT	C/P/S/F/Fin/LCF	CLD211405	\$196.00	6,700	\$26.13	\$8.05	\$464.18
Planning & Dev Admin (color)					6,000	\$234.00		
Public Works Eng	eStudio6550CT	C/P/S/F/Fin/LCF/HP	CLD211403	\$200.00	7,900	\$30.81	\$8.05	\$511.86
Public Works Eng (color)					7,000	\$273.00		
Public Works Eng	eStudio4540c	C/P/S/F/Fin/LCF/HP	SMK180063	\$140.00	9,200	\$35.88	\$8.05	\$261.93
Public Works Eng (color)					2,000	\$78.00		
Purchasing Dept	eStudio4540c	C/P/S/F/Fin/LCF	CMD218999	\$140.00	2,600	\$10.14	\$8.05	\$160.80





Department	Toshiba - Right-Sized Fleet	Access. P/S/F/Fin/Int/HP/LCF	Serial Number	Monthly cost per unit	Volume	Maint. Cost/mo.	PaperCut	Total Monthly Cost
Municipal Court	eStudio356	C/P/S/F/Fin/2 Dr.	C2D230733	\$65.00	4,450	\$17.36	\$8.05	\$90.41
Municipal Court	eStudio256	C/P/S/F/2 Dr.	C2D233199	\$49.00	1,300	\$5.07	\$8.05	\$62.12
Police Admin	eStudio356	C/P/S/F/Int. Fin/2 Dr.	C2D234317	\$62.29	6,900	\$26.91	\$8.05	\$97.25
Police Detention	eStudio256	C/P/S/F/2 Dr.	C2D230477	\$49.00	50	\$0.20	\$8.05	\$57.25
Police Dispatch	eStudio256	C/P/S/F/2 Dr.	C2D233087	\$49.00	1,900	\$7.41	\$8.05	\$64.46
Police Investigation	eStudio3540c	C/P/S/F/Fin/2 Dr.	CQC221052	\$143.05	4,000	\$15.60	\$8.05	\$250.55
Police Investigation (color)	eStudio3540c	C/P/S/F/Fin/2 Dr.			2,150	\$83.85		
Police Patrol	eStudio456	C/P/S/F/Fin/LCF	C2D235897	\$70.00	3,900	\$15.21	\$8.05	\$93.26
Police PSO/Report	eStudio256	C/P/S/F/2 Dr.	C2D230472	\$49.00	500	\$1.95	\$8.05	\$59.00
Police Records	eStudio356	C/P/S/F/Fin/2 Dr.	C2D230743	\$65.00	2,500	\$9.75	\$8.05	\$82.80
Police Training	eStudio256	C/P/S/F/2 Dr.	C2D233188	\$49.00	500	\$1.95	\$8.05	\$59.00
Prosecutor's Office	eStudio3540c	C/P/S/F/2 Dr.	CQC220685	\$170.00	2,100	\$8.19	\$8.05	\$217.44
Prosecutor's Office (color)	eStudio3540c	C/P/S/F/2 Dr.			800	\$31.20		
Animal Control	eStudio256	C/P/S/F/2 Dr.	C2D233166	\$49.00	1,900	\$7.41	\$8.05	\$64.46
PW Operations Streets	eStudio3540c	C/P/S/F/Fin/LCF/HP	CQC220729	\$151.00	2,900	\$11.31	\$8.05	\$240.56
PW Operations Streets (color)	eStudio3540c	C/P/S/F/Fin/LCF/HP			1,800	\$70.20		
Vehicle Maint/Fleet	eStudio2540c	C/P/S/F/LCF	CHC229839	\$100.00	1,900	\$7.41	\$8.05	\$119.36
Vehicle Maint/Fleet (color)					100	\$3.90		
ITS Dept	eStudio2540c	C/P/S/F/2 Dr.	CHC229780	\$100.00	1,100	\$4.29	\$8.05	\$161.09
ITS Dept (color)	eStudio2540c	C/P/S/F/2 Dr.			1,250	\$48.75		
Fire HQ Admin	eStudio4540c	C/P/S/F/S.S. Fin/LCF	CMD218990	\$140.00	3,900	\$15.21	\$8.05	\$256.86
Fire HQ Admin (color)	eStudio4540c	C/P/S/F/S.S. Fin/LCF			2,400	\$93.60		
Administration	eStudio4540c	C/P/S/F/Fin/LCF/HP	CMD219319	\$140.00	2,800	\$10.92	\$8.05	\$229.17
Administration (color)	eStudio4540c	C/P/S/F/Fin/LCF/HP			1,800	\$70.20		
Admin (Creative Services Division)	eStudio3555C	C/P/S/F/Fin/LCF/HP	C7KC31939		2,800	\$10.92	\$8.05	\$291.52
Admin (Creative Services Division) color	eStudio3555C	C/P/S/F/Fin/LCF/HP		\$202.35	1,800	\$70.20		
Central Building Serv	eStudio256	C/P/S/F/2 Dr.	C2D230565	\$49.00	400	\$1.56	\$8.05	\$58.61
City Clerk	eStudio4540c	C/P/S/F/Fin/LCF	CMD219021	\$140.00	6,700	\$26.13	\$8.05	\$435.48
City Clerk (color)					6,700	\$261.30		
Codes	eStudio356	C/P/S/F/Fin/2 Dr.	C2D234383	\$65.00	2,900	\$11.31	\$8.05	\$84.36
Finance Dept	eStudio556	C/P/S/F/Fin/LCF/HP	CGE212043	\$120.00	7,600	\$29.64	\$8.05	\$157.69
Finance Dept (formerly Fire Billing)	Lexmark XM1145	C/P/S/F/2 Dr.	701530HH01MCY	\$12.00	2000	\$7.80	\$8.05	\$27.85
Human Resources	eStudio456	C/P/S/F/Fin/LCF	C2D233536	\$71.00	7,700	\$30.03	\$8.05	\$109.08
Legal	eStudio4540c	C/P/S/F/Fin/LCF	CMD218983	\$140.00	5,500	\$21.45	\$8.05	\$239.70
Legal (color)					1,800	\$70.20		
Mailroom	eStudio6550CT	C/P/S/F/S.S. Fin/Ext. LCF/HP	CLD211410	\$230.00	2,900	\$11.31	\$8.05	\$366.36
Mailroom (color)	eStudio6550CT	C/P/S/F/S.S. Fin/Ext. LCF/HP			3,000	\$117.00		
Parks & Recreation - Admin	eStudio4540c	C/P/S/F/Fin/LCF	CMD219314	\$140.00	3,800	\$14.82	\$8.05	\$396.87
Parks & Recreation - Admin (color)					6,000	\$234.00		
Planning & Dev Admin	eStudio256	C/P/S/F/Fin/2 Dr.	C2D233126	\$49.00	5,000	\$19.50	\$8.05	\$76.55
Planning & Dev Admin	eStudio6550CT	C/P/S/F/Fin/LCF	CLD211405	\$196.00	6,700	\$26.13	\$8.05	\$464.18
Planning & Dev Admin (color)					6,000	\$234.00		
Public Works Eng	eStudio6550CT	C/P/S/F/Fin/LCF/HP	CLD211403	\$200.00	7,900	\$30.81	\$8.05	\$511.86
Public Works Eng (color)					7,000	\$273.00		
Public Works Eng	eStudio4540c	C/P/S/F/Fin/LCF/HP	SMK180063	\$140.00	9,200	\$35.88	\$8.05	\$261.93
Public Works Eng (color)					2,000	\$78.00		
Purchasing Dept	eStudio4540c	C/P/S/F/Fin/LCF	CMD218999	\$140.00	2,600	\$10.14	\$8.05	\$160.80



## Packet Information

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**File #:** BILL NO. 17-134, **Version:** 1

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AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY. (F&BC 6/5/17)

Issue/Request:

AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.

Key Issues:

Human Resources operations have changed rapidly in recent years, and it is the objective of the organization to be able to efficiently adapt to those existing changes as well as future needs and expectations from Human Resources.

The City employs approximately 1,000 people during peak seasonal periods. Many, if not most, of the City's jobs or positions are highly regulated either by professional standards or minimum requirements, are technical in nature, or are subject to difficult working conditions. The diversity of job types and number of employees creates a variety of HR challenges related to employee training, risk management, compensation and benefit management, organizational policies and procedures, recruitment, compliance with rules and regulations, discipline and investigations, and other services or functions classically attributed to HR.

Similar to the assessment of the City's development process, the City is seeking an assessment of the organization's HR needs and recommendations as to how to best address those needs so that they can be delivered efficiently, consistently, and with a customer service approach.

Approval of this ordinance will award RFP 2017-110 to the Novak Consulting Group.

- 122 firms were notified via e-bidding service Public Purchase.
- 7 firms on the project vendor list were notified of the RFP advertisement via email.
- RFP advertisement was posted on the City's website.
- 8 responses received.
- 2 responses were deemed non-responsive due to noncompliance to RFP Requirements.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.

Background:

The organization has not completed an assessment of this type for HR in a very long time. Meanwhile, the organization has dramatically changed over the last 10 years. The HR assessment will help guide the HR Department as the organization continues to grow and mature.

Presenter: Nick Edwards | Director of Administration

Committee Recommendation: A motion was made by Councilmember Faith, seconded by Councilmember Edson that this Ordinance be recommended for approval to the City Council - Regular Session due back on 6/15/2017. The motion carried by unanimous vote.

## **BILL NO. 17-134**

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AN ORDINANCE APPROVING AWARD OF RFP 2017-110 TO THE NOVAK CONSULTING GROUP, INC. FOR A HUMAN RESOURCES DEPARTMENT ASSESSMENT FOR A ONE-YEAR CONTRACT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NOVAK CONSULTING GROUP, INC. BY AND ON BEHALF OF THE CITY.

WHEREAS, in order to better identify and fulfill the organization's dynamic and changing needs with regard to human resources functions, the City has identified as an objective a comprehensive evaluation of processes and procedures of the Human Resources Department; and,

WHEREAS, it was determined that the best method of identifying the organization's needs with respect to human resources functions was to engage the assistance of professional firms who specialize in assessments of organizational human resource functions; and,

WHEREAS, the City advertised RFP 2017-110 to identify qualified firms that can provide an assessment of human resources functions with the key objectives of identifying organizational needs and priorities as they pertain to human resources, with an additional request for the optional provision of services related to a comprehensive update to the City's Personnel Policies; and,

WHEREAS, the RFP was advertised by the City to 122 potential firms through its e-procurement system, Public Purchase, and was additionally posted on the City's website and sent directly to seven (7) firms directly via e-mail; and,

WHEREAS, as of the close of the time for responses, a total of eight (8) proposals were received, of which six (6) were deemed responsive; and,

WHEREAS, based upon the evaluation of the responses, the project evaluation committee recommended award of RFP No. 2017-110 to the Novak Consulting Group, Inc.; and,

WHEREAS, funding for this project has been specifically outlined in the City's FY2018 Budget.

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

SECTION 1. That RFP No. 2017-110 for the provision of assessment services relating to the human resources functions of the organization be and hereby is awarded to The Novak Consulting Group, Inc.

SECTION 2. That Agreement No. 2017-110 by and between the City of Lee's Summit and the Novak Consulting Group, Inc. be and is hereby approved, and the City Manager is authorized to execute the same by and on behalf of the City.

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. 17-134**

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

ATTEST: Mayor Randall L. Rhoads

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2017

ATTEST: Mayor Randall L. Rhoads

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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





**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
Phone: 816-969-1083 Fax: 816-969-1081  
Email: [ben.calia@cityofls.net](mailto:ben.calia@cityofls.net)

**TITLE-SIGNATURE PAGE**

**REQUEST FOR PROPOSAL NO: 2017-110**

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

**CITY OF LEE'S SUMMIT (COLS) HUMAN RESOURCES (HR) DEPARTMENT ASSESSMENT  
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF THURSDAY, APRIL 6,  
2017, 2:00 P.M. LOCAL TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR MONDAY, MARCH 27, 2017,  
AT 1:30 P.M. IN THE ADMINISTRATION CONFERENCE ROOM, EAST END, 2ND FLOOR CITY HALL**

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.**

Company Name	The Novak Consulting Group		Authorized Person (Print)	<i>J. Novak</i>	
Address	1776 Mentor Avenue, Cincinnati, OH 45212		Signature	_____ President	
City/State/Zip	513-221-0500	513-221-3100	Title	4/3/2017	26-3977506
Telephone #	Fax #		Date	Tax ID #	
E-mail	jnovak@thenovakconsultinggroup.com		Entity Type	S-corp	



**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>  9  </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> 10-12 </u>
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page <u> 13 </u> - <u> 18 </u>
J.	COST: Forms provided (6A and 6B)	Page <u> 19-20 </u>
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page <u>  --  </u>
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page <u>  --  </u>

**City of Lee's Summit**  
**Human Resources Department**  
**Assessment**

April 6, 2017





April 6, 2017

Ben Calia, CPPB  
Procurement and Contract Services Manager  
City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063

Dear Mr. Calia:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local governments and nonprofit organizations. The firm was originally established as Public Management Partners in 2001. Since then, we have been providing our clients with the best thinking and execution in organizational design, development, and improvement.

We are pleased to submit this proposal for a Human Resources Department Assessment to the City of Lee's Summit. This proposal is based on our review of the City's Request for Qualifications as well as our experience completing similar work for other jurisdictions across the country.

Our project team for Lee's Summit is composed of skilled professionals, seasoned in local government with direct experience in all facets of local government operations. Our team has had significant success working with many local governments to review operations, processes, and staffing with the goal of improving organizational performance and efficiency. We are confident our customized approach will provide the City with a plan for optimizing the provision of human resource services in the organization.

We look forward to the opportunity to serve Lee's Summit in this engagement. Please contact me at (513) 309-0444 or [jnovak@thenovakconsultinggroup.com](mailto:jnovak@thenovakconsultinggroup.com) should you have any questions.

Sincerely,

Julia D. Novak  
President



**RFP NUMBER 2017-110  
ADDENDUM NO: 1**

The original Request for Proposal 2017-110 for **City of Lee's Summit Human Resources Department Assessment** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

**PRE-PROPOSAL CONFERENCE**

**DATE/TIME: Monday, March 27, 2017 at 1:30 PM**

The **Pre-Proposal** Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the request, by allowing conference participants to ask questions. The City intends to make an award to a responsive and responsible firm through an open and competitive procurement process; one that will satisfy all the requirements in the most economical manner deemed to be in the best interest of the City.

The **Pre-Proposal Conference** was opened with introductions and a statement of purpose by the Procurement and Contract Services Manager, Ben Calia, CPPB.

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

**RFP DOCUMENTS AND TECHNICAL SPECIFICATIONS:**

The RFP Documents for the above referenced project are hereby amended in the following particulars only; all other conditions remain unchanged.

**S. The first sentence of Section 4.1 Question cutoff and time shall now read as follows: The cutoff date and time for questions is Friday, March 31, 2017 Noon Local Time.**

**S. FORM NO. 6D TOTAL COST shall now read as follows: FORM NO: 6B: TOTAL COST.**

**Q. Risk management is typically not included as an HR function. Request clarification that the City is requiring review of Risk Management function as part of the scope of work?**

**A. The City is not referring to property and liability risk, we are talking about workers compensation and safety to the extent it would be considered a normal part of the HR function. This would need to be provided as part of your analysis.**

**Q. AS it relates to the HR policy manual review, what is the City's interest in pertaining to that scope of work?**

**A. As it pertains to the first scope of work, the City would prefer the selected firm to review our current HR policy manual and identify the critical "key gaps" if any. Are there generally any policies that the City has or does not have that the City would need to have revised to be in compliance with Federal, State and local laws. The alternate scope is requiring a redrafting of our HR Policy to include better language, clear definitions, a full review.**

**Q. Pertaining to request for additional scope, you request that we submit a separate proposal. For that proposal should we fill out the same forms as required for the original scope of services. What forms should be utilized for the additional scope?**

**A. Proposers should utilize FORM NO. 5 PROJECT APPROACH NARRATIVE and identify scope one for that piece of work and identify scope number two as your additional scope response. Also, FORM NO. 6B: TOTAL COST is split out to allow the provision of pricing for both the original scope of work as well as the additional scope of work.**

**Q. What HRIS system does the City utilize?**

**A. The City does not have a HRIS system. We have an ERP system (Lawson). This system has multiple modules in which some have or have not been implemented. We do have the basic module for payroll, but we do not have a formal, traditional HRIS system.**

**Q. What is the City utilizing for admin tracking, the same system?**

**A. The City utilizes Lawson for benefits management, position control and job setup. We do not have an applicant tracking system.**

**Q. Is there a copy of existing HR Policy available online or would we be able to see a copy prior to issuing a bid?**

**A. A PDF version of the City's Human Resources Policy will be made available on Public Purchase.**

**Q. Is this engagement intended to be a general efficiency and improvement project or are there specific circumstances or things that led to issuing this RFP?**

**A. The City has had some leadership challenges in the HR Department. HR has not been able to fulfill the needs of the organization. There have been some staff changes due to said challenges. We are trying to identify the needs of the organization and how our HR department should be organized and the activities and processes they need to have to deliver those.**

**Q. Do you have large fluctuations of hiring during the summer, like seasonals, I see 1,000 employees, is that very constant?**

**A. One of the challenges is the semi-decentralization of HR functions that has created some issues. For example our Parks department that hires life guards and soccer referees, they are primarily very busy during early Spring to staff in place for Summer activities. This semi-decentralization has created challenges pertaining to compliance with federal and state regulations. Our Police Department is another challenge as it pertains to the hiring of police officers. We usually have five to ten vacancies a month not including Police or Parks.**

**Q. Would part of the submittal be to build/provide recommendations for those departments (Parks and Police)?**

**A. Correct. The City's goal is how structure our HR Department. If the departments are customers, how can the HR department meet the needs of its customers. Should the department remain as decentralized as it is now or should it be more centralized with more staff to provide consistency and efficiency, we don't know from an organizational structure and assignment perspective what the best direction to pursue.**

**Q. Who would be the point of contact for the duration of this study?**

**A. Nick Edwards will be the Project Manager. The following is Mr. Edwards contact information:  
Mr. Nick Edwards  
Director of Administration  
220 S.E. Green Street  
Lee's Summit, MO 64063  
PH: (816) 969-1015  
Email: [nick.edwards@cityofls.net](mailto:nick.edwards@cityofls.net)**

**Q. Is there a budget for this project?**

**A. The City has not established a budget at this time.**

**Q. Of the group that are listed as your current HR positions, are there other HR positions that are decentralized?**

**A. The City has the decentralization of HR functions, not the decentralization of HR professionals. Recommendations pertaining to this scenario are included as part of the scope of work.**

**Q. Pertaining to decentralized HR services. Is the assumption that they are following their own processes?**

**A. This should be encompassed as part of the review and what oversight is being given.**

Q. So it is not just a process for the five identified HR positions?

A. JM-It is not only the positions but the overall HR processes and how they are coordinated between the departments and the HR Department that should be included in the review.

Q. Is there a current organizational chart for the City?

A. Yes, an abbreviated version of the City's organization chart and separate organizational charts (inclusive of Police, Fire and Parks departments) will be made available on Public Purchase.


Q. The RFP references the Human Resources Department, but the website refers to the Human Resources Division. Is HR a department or division?

A. NE-Formally, Human Resources is classified as a division within the Administration Department.

ACKNOWLEDGEMENT

Each proposer shall acknowledge receipt of this Addendum No. 1 of RFP No. 2017-110, titled City of Lee's Summit Human Resources Department Assessment by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal.

CERTIFICATION BY BIDDER

SIGNATURE 

TITLE President

COMPANY The Novak Consulting Group

DATE 4/3/2017

**FORM NO. 1: PROVIDER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

The Novak Consulting Group  
 1776 Mentor Avenue  
 Cincinnati, OH 45212

1a. Provider /Firm is:  National \_\_\_ Regional \_\_\_ Local

1b. Year Provider/Firm Established: 2001

1c. Years of Experience providing RFP identified services for municipalities: 16

1d. Licensed to do business in the State of Missouri:  Yes \_\_\_ No

1e. Principal contact information: Name, title, telephone number and email address:

Julia D. Novak, President  
 513-309-0444  
 jnovak@thenovakconsultinggroup.com

1f. Address of office to perform work, if different from Item No. 1:

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:

Michelle Ferguson, Organizational Assessment Practice Leader  
 Jenn Reichelt, Associate  
 Josh Rauch, Analyst

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:

N/A

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

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing \_\_\_\_\_ Public Entity Human Resources Department Assessments

- 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 Public Entity Human Resources Department Assessments
- 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 Public Entity Human Resources Department Assessments
- 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:

Lexington-Fayette Urban County Government, Kentucky (LFUCG)

Completion Date (Actual or Estimated):

November 2015 to March 2016

Project Owners Name & Address:

Lexington-Fayette Urban County Government, Kentucky  
 250 E. Main Street, Lexington, KY 40507

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

Sally Hamilton, Chief Administrative Officer  
 (859) 258-3133 shamilton2@lexingtonky.gov

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

\$72,500

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

\$72,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

**Assessment of Human Resources Department**

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

LFUCG, a consolidated city-county government, retained the services of The Novak Consulting Group to conduct a detailed assessment of staffing and processes of the HR Department. The engagement included a review of technology requirements related to the LFUCG's ERP, as well as feedback from key organizational stakeholders regarding operational needs.

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

Ferguson, Rauch

**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:

Loudoun County, Virginia

Completion Date (Actual or Estimated):

November 2016 to January 2017

Project Owners Name & Address:

Loudoun County, Virginia  
1 Harrison Street, SE, 4th Floor, Leesburg, VA 20175

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

Jeanette Green, Human Resource Director  
(703) 737-8632 Jeanette.Green@loudoun.gov

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

\$29,900

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

\$29,900

Scope of Entire Project: (Please give quantitative indications wherever possible).

**Assessment of Human Resources Department**

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

The County engaged The Novak Consulting Group to assist in the development of a long-term staffing plan for the Human Resource Department. Due to rapid growth within the government, the Human Resource Department needed a structural and staffing realignment in order to meet increasing demand for HR 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:

Ferguson, Reichelt, Rauch

**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:

City of Wilmington, North Carolina

Completion Date (Actual or Estimated):

February 2016 to May 2016

Project Owners Name & Address:

City of Wilmington, North Carolina  
102 North Third Street, Wilmington, NC 28402-1810

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

Tony Caudle, Deputy City Manager  
(910) 341-4658 tony.caudle@wilmingtonnc.gov

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

\$24,500

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

\$24,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

The City engaged The Novak Consulting Group to conduct a review of the City's Human Resources Department to identify efficiency and effectiveness opportunities. The study also included a detailed assessment of staffing needs for the organization.

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

Ferguson, Rauch

**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:

City of Boulder, Colorado

Completion Date (Actual or Estimated):

November 2012 to January 2013

Project Owners Name & Address:

City of Boulder, Colorado  
1777 Broadway, Boulder, CO 80302

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

Jane Brautigam, City Manager  
(303) 441-3090 BrautigamJ@bouldercolorado.gov

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

\$19,500

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

\$19,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

The Novak Consulting Group has completed multiple engagements, including a review of the Human Resource function that lead to significant reorganization and the reemergence of the HR department as the keeper of the organizational culture and true partner to operating departments, providing effective internal services consistent with the organization's values.

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

Ferguson

**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:

City of Rochester Hills, Michigan

Completion Date (Actual or Estimated):

December 2015 to April 2016

Project Owners Name & Address:

City of Rochester Hills, Michigan  
1000 Rochester Hills Drive, Rochester Hills, MI 48309

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

Mayor Bryan Barnett  
(248) 656-4664 barnettb@rochesterhills.org

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

\$32,500

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

\$32,500

Scope of Entire Project: (Please give quantitative indications wherever possible).

Assessment of Human Resources Department

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

The Mayor engaged The Novak Consulting Group to assist the Human Resource Department in developing an improved service delivery model for the organization. The project included a detailed review of all HR functions, interviews with key organizational stakeholders, a City-wide survey of all employees, and a workload and staffing review.

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

Ferguson, Kadish

**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:

Michelle L. Ferguson, Organizational Assessment Practice Leader

b. Project Assignment:

Project Manager

c. Name of Service Provider/Firm with which associated:

The Novak Consulting Group

d. Years Experience:

With this service provider/firm 7 other service providers/firms 13+

e. Education: Degree(s)/Year/Specialization:

Master of Public Administration, University of Kansas; Bachelor of Arts, Loyola University - Chicago

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

Michelle has over 20 years of management experience in local government, and she currently serves as the organizational assessment practice leader for The Novak Consulting Group, having been with the firm since its inception.

Michelle began her consulting career in 2005 following 10 years of direct experience in local government management, which included serving as assistant county manager in Arlington County, Virginia.

Michelle excels at helping local governments continuously improve their organizations and enhance service to the public. She is skilled in project management, process improvement strategies, performance measurement, consent building, and public process design.

As organizational assessment practice leader, Michelle has completed detailed organizational reviews of entire jurisdictions and recommended improvements to structure, staffing, and processes within departments across the country. Specific department reviews have included development review, parks and recreation, public works, human services, human resources, capital budgeting, and collections. Additionally, she has provided customized training in the development and use of performance measures to assist numerous organizations continuously improve service delivery.

Michelle is also a skilled facilitator, able to bring diverse groups of people together to articulate shared visions and priorities. She has lead strategic planning engagements at the community, organizational, and department levels, and she has facilitated numerous staff and governing body retreats.

During her tenure with Arlington County, Michelle oversaw the daily management and implementation of the County's capital program. She also led the organization-wide performance measurement initiative establishing their Balanced Scorecard. Prior to Arlington County, Michelle served as assistant city manager in Overland Park, Kansas.

Michelle earned a bachelor's degree in political science from Loyola University-Chicago and a master's degree in public administration from the University of Kansas. She is a member of the International City/County Management Association. She also served as the president of the Metropolitan Association of Local Government Assistants in Washington, D.C and has presented at state and national conferences on topics such as strategic planning, effective governing bodies, and council-staff relations.

**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:

Jenn Reichelt, Associate

## b. Project Assignment:

Jenn Reichelt - Consultant

## c. Name of Service Provider/Firm with which associated:

The Novak Consulting Group

## d. Years Experience:

With this service provider/firm 9 mos other service providers/firms 16

## e. Education: Degree(s)/Year/Specialization:

Master of Public Administration, Northern Arizona University; Bachelor of Science, Northern Arizona University

## f. Current Registration(s):

## g. Other Experience &amp; Qualifications relevant to the proposed project:

Jenn Reichelt has 16 years of experience in local government management, most recently as deputy city manager for the City of Great Falls, Montana. Prior to her time in Montana, she worked for the City of Glendale, Arizona for 10 years.

Jenn joined The Novak Consultant Group in June 2016 and brings with her a wealth of knowledge in the areas of human resources management and labor management. She is adept in collective bargaining, mediation, fact-finding, and arbitration processes. Jenn has a strong background in community engagement, public outreach, and media relations, as well as crisis and emergency management. She is skilled at working with diverse stakeholders and building consensus.

Throughout her career, Jenn has coordinated the development of successful citizen outreach and communication plans for departments as well as larger community-wide initiatives. Some of the larger projects she has worked on include the 2010 Census, a capital improvement bond election, a public safety sales tax election, and construction and transportation projects.

During her tenure in Great Falls, Jenn oversaw all human resources and personnel activities which included working with the City's 10 labor unions. She coordinated the city's communication efforts and served as the city's primary public information officer. Jenn improved customer service, internal operations, and increased revenue opportunities at the Great Falls Animal Shelter and Mansfield Performing Arts Center. In addition, she managed the city's five Tax Increment Financing Districts (TIF) and assisted applicants in receiving more than \$11 million in TIF funding.

In Glendale, Jenn served as the deputy marketing & communications director. She led the city's downtown redevelopment efforts and assisted in the development of Glendale's Sports & Entertainment District. She oversaw the city's tourism efforts which included the creation of a Convention & Visitors Bureau and the city's advertising, sports marketing, and branding campaigns. Jenn served as a city spokesperson and assisted in mega-event planning for events such as the 2008 Super Bowl, WrestleMania XXVI, Fiesta Bowls, and Cactus League Spring Training games for the Los Angeles Dodgers and Chicago White Sox.

Jenn earned a bachelor's degree in business administration and a master's degree in public administration from Northern Arizona University. She is a member of the International City/County Management Association (ICMA) and a graduate of Leadership ICMA and the Weldon Cooper Center for Public Service Senior Executive Institute.

**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:

Joshua Rauch, Analyst

b. Project Assignment:

Josh Rauch - Analyst

c. Name of Service Provider/Firm with which associated:

The Novak Consulting Group

d. Years Experience:

With this service provider/firm 2 other service providers/firms 6

e. Education: Degree(s)/Year/Specialization:

Master of Public Administration, University of Kansas; Bachelor of Arts, Political Science, University of Dayton

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

Josh has experience in several local government settings, most recently with the Economic Development Division of the City of Springfield, Ohio. While there, he assisted with business retention and expansion activities, provided staff support for tax incentive negotiations and reporting, and helped develop the City's marketing strategy.

Josh began his career as an undergraduate intern with the City of Dayton, Ohio. He organized community engagement events for young adults working in Dayton over the summer months. He built on this experience during graduate school when he began working for the City of Mission, Kansas. There he helped coordinate a variety of community events, including public budget hearings, community input sessions, and a successful attempt to set the Guinness World Record for the Largest Painting Made with Footprints. He also managed the City's property maintenance code enforcement program and neighborhood assistance programs.

Aside from community engagement activities, Josh has helped formulate, implement, and administer new policies and programs related to transportation funding, social media engagement, code enforcement and neighborhood assistance, information technology, sustainability planning, and performance measurement.

As a consultant, Josh has provided analytical support for organizational and operational reviews involving a wide array of functions, including fire staffing, human resources, economic development, public works, information technology, and administration.

Josh earned a bachelor's degree from the University of Dayton and a master's degree in public administration from the University of Kansas. He is a member of the International City/County Management Association.





**FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)**

- Responsibilities refer to the sources and level of mandate/direction for HR services. These may derive from Federal/State mandate, direction from the local council through ordinance or resolution, and/or internal direction derived from annual vision/mission/goals and objectives. We will review all HR services to determine source and level of mandate in order to better understand service level constraints and opportunities for change.
- Resources refer to all assets available to the organization to achieve its respective responsibilities. These resources may include the following: time; human resources/available department staffing; management capacity/capability; financial position/forecasts; contractual services (as internal service supplement or replacement); technological assets (hardware, software, communications, training); and physical assets (buildings, equipment, vehicles).
- Requirements refer to the sources of direction to HR management and staff regarding service approach and methodology. These sources provide staff with direction on how they should approach their respective tasks and complete their assignments. These sources may derive from formal law/codes or adopted policies and procedures to less formal mechanisms including continuation of past practice through initial or on-the-job training. We will review and assess HR services and process requirements to better understand existing business processes and opportunities for positive change.
- Results refer to the service yield derived from the provided services. These services are the result of rationally developed/utilized process requirements applying available resources in pursuit of prioritized fulfillment of HR responsibilities. The results phase links current operations with future planning through measures of adequacy, efficiency, and effectiveness through management reporting to provide operational information resources for better management decision-making.
- Revisions refer to the depth and breadth of continuing change necessary to support improved performance as indicated from results and performance reporting. This change can range from a high level involving holistic or systemic issues (i.e., should we be in this business) to strategic issues (should we consider alternative service sources) to tactical issues (improving the productivity, efficiency, and effectiveness of the activity or service). Revisions can impact any or all of the previous cycle stages (Responsibilities, Resources, Requirements, or Results).
- Roadmap refers to the plans to implement revisions in order to improve service delivery and product quality while maintaining or reducing unit costs. The Roadmap provides an action plan for the City that identifies recommended priorities, responsibilities, effort phasing, and an expected schedule to reach milestones.

The following details the proposed work plan to complete the organizational assessment of the City of Lee's Summit's Human Resources Department.

**Scope 1****Activity 1: Begin Engagement**

The Novak Consulting Group will begin this engagement by meeting with the City Manager, HR Director, and other project leadership to review the details and expectations of this effort and to finalize the project schedule. We will also discuss the City's interest in this study, the strengths and weaknesses of the current HR processes, structure, and operations, and other issues that may be relevant to our work.

We will request and review all relevant background information, such as budgets, previous studies, departmental work plans, organizational charts, job descriptions, and other similar information to inform our work.

We will meet with the City's Management Team at the beginning of this engagement to discuss the overall project plan, timeline, and expectations. This allows an initial opportunity to hear about any underlying concerns or issues that our project team should be aware of as the work commences.

Throughout the project, we will provide the City with regular project status reports, designed to maintain planned project progress and budget, to identify and resolve project issues, and to review project work products. In addition to formal status reporting, we anticipate numerous informal opportunities for the City to discuss various project and operating issues with our project manager and team leaders. We welcome the opportunity to have this informal dialogue since we believe that it will contribute to a more successful project.

**FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)**

## Scope 1 (continued)

**Activity 2: Assess Internal Customer Satisfaction**

As a critical internal service, it is important to solicit feedback from customers. Therefore, The Novak Consulting Group will administer a confidential online survey of the organization. This survey will seek to understand the needs of the organization as it relates to both services as well as customer service from the Human Resources Department.

Additionally, interviews will be conducted with key staff from throughout the organization who frequently interact with the Human Resource Department, designed to assess customer satisfaction levels with HR services in the organization.

**Activity 3: Assess Human Resources Department**

In this task, we collect detailed data and information regarding HR operations. This is a significant project effort that serves as the basis for all of the analytical components of the project, including issue identification and recommendation development. We employ several different techniques for obtaining this information in order to collect sufficient data to understand department operations. These data collection techniques include the following activities:

- We schedule and conduct confidential individual interviews with HR staff. The interviews cover the organization, structure, and volume of work; the business processes used to accomplish work; supervisory relationships; performance management; and perceived strengths and weaknesses.
- In addition to formal interviews, we may conduct selected operational observations in order to understand how work is actually performed in your normal work environments. This will include walk-throughs in office settings and observing processes (both manual and automated) during our site visit.
- Thorough data collection relates particularly to budgeting and financing, work volumes, work cycle times, demands for service, and other detailed data necessary for a complete analysis. We will tailor the collection of data to the needs and issues of the Department and its operations. As an example, we typically collect the following data to better understand operations:
  - Work volume relative to staff resources
  - Customer service performance standards and compliance reports
  - Department budgets, including revenues and expenditures
  - Current cost allocation plans and supporting data and calculations
  - Internal financial reports
  - Internal cost allocations by work unit
  - Job descriptions and wage and compensation plans
  - Records reflecting training and certifications
  - Organization charts and staffing tables, including changes over the preceding three to five years
  - Strategic organizational plans
  - Management reports, including any applicable performance measurement and reporting
  - Information technology infrastructure, including hardware and application inventories, use of field technologies, and system strategic plans

Based on our interviews, we will develop process maps of key HR processes which could include recruitment, hiring, classification, and/or position changes. These as-is process maps will be validated with staff and used to inform recommendations for process improvements.

**FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)**

## Scope 1 (continued)

**Activity 4: Conduct Best Practice and Benchmarking Research**

As part of our analysis, we evaluate the performance of the department as it compares to industry standards of performance, as well as other comparable jurisdictions. We will discuss with the City the jurisdictions to be researched for best practices and relevant structures.

The resulting diagnostic provides a quick and objective overview of both the quantitative and qualitative work activities of the departments. The Novak Consulting Group has developed industry best management practices in many areas of local government service. This information was developed from our previous work with professional associations and industry groups, as well as other sources. We will compare and contrast management practices in HR with the best practices of other successful organizations.

As part of the analysis, we will identify best practices and determine where gaps may exist in the Department's processes. We will develop recommendations for closing those gaps and improving efficiency, based on available resources. Additionally, recommendations for streamlining processes, reallocating personnel, and other appropriate recommendations will be prepared and reviewed with the project team.

**Activity 5: Prepare Project Deliverables**

The project team will employ our "Six R" approach as introduced previously. The approach guides our efforts through data development, issue identification, operational analysis, and creation of recommendations tailored to improve the operations of the Department and HR services City-wide. We employ a variety of review and analysis techniques to develop and refine organizational and operational data in order to provide recommendations that will improve the Department's performance.

We will evaluate the organization and structure of the Department to assess its impacts on program operations now and in the future. We will look at both the organizational alignment of the Department as well as how it integrates with the overall structure of your government. We will conduct the assessment from the following aspects of organizational design:

- The number of organizational levels and reporting procedures and the impacts on the size and composition of the organization's command structure;
- Alignment of leadership, management, and supervision;
- Relative importance of specific operations in regard to organizational placement;
- Adequacy of communication and coordination between and among operating units;
- Spans of control and management supervision;
- Overlapping or duplicated functions;
- Clear lines of authority and responsibility;
- Sufficiency of supervisory ratios; and
- Distinct work units to carry out important functions.

We leverage the prior activities to define appropriate staffing levels based upon the organizational, policy, and process reviews. The Novak Consulting Group project team will employ a holistic approach using a variety of staffing assessment mechanisms. This approach incorporates the Department's desired set of program service levels, its budgetary capacity, the skills and training of the current workforce, its access to technology, and many other non-numeric drivers. We will perform the following activities for this analysis:

- Determine the backlogs, or alternatively, the excess capacity of the current workforce
- Define the potential work production levels if reasonable levels of productivity and utilization are met
- Determine desired and/or feasible services levels, given budgetary constraints
- Determine the impact of any additional revenue sources which may have been identified during the course of the study upon feasible service level provision
- Evaluate the efficiency of performance of specific tasks, as well as their relative importance to the organization, and the frequency with which these are performed. The project team will utilize this multi-dimensional approach to determine which tasks should be enhanced, which should be diminished, and which may be candidates for alternative service delivery methods.

At the completion of the above tasks, The Novak Consulting Group will prepare a summary of our observations and initial recommendations. We will meet with the City to review the summary. Additional follow-up on issues or analysis will be conducted as needed.

The Novak Consulting Group will then prepare a draft report. The report will include an executive summary, our methodology and approach, and a thorough description of all recommendations for the department. The draft report will be presented to the City for review for factual accuracy and to discuss content and approach. We will prepare and present the final report based on feedback and direction from the City

Additionally, we will provide the Roadmap outlined in the Six R approach. This Roadmap serves as an implementation plan to guide the City through detailed implementation of the report's recommendations.

FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Scope 2

If the City desires, The Novak Consulting Group would also perform a review and analysis of the City's current personnel policies and procedures. Once completed, we would provide the City with recommendations for modifications based on best practices and our experience performing similar reviews.

Timeline

A proposed project timeline is included. We expect to review and refine this schedule with the City during our initial meeting.

**Schedule**

**Lee's Summit, Missouri  
Human Resources Department Assessment**

start	2	3	4	5	6	7	8	9	10	11	12	13
5/15	5/22	5/29	6/5	6/12	6/19	6/26	7/3	7/10	7/17	7/24	7/31	8/7

**Activity 1 - Begin Engagement**

- 1.1 Conduct project kick-off meetings with City Manager and HR Director
- 1.2 Meet with the City's Management Team
- 1.3 Request and review background information
- 1.4 Finalize project schedule

**Activity 2 - Assess Internal Customer Satisfaction**

- 2.1 Administer and Analyze online customer service survey
- 2.2 Interview key staff (8)
- 2.3 Summarize learning

**Activity 3 - Assess Human Resources Department**

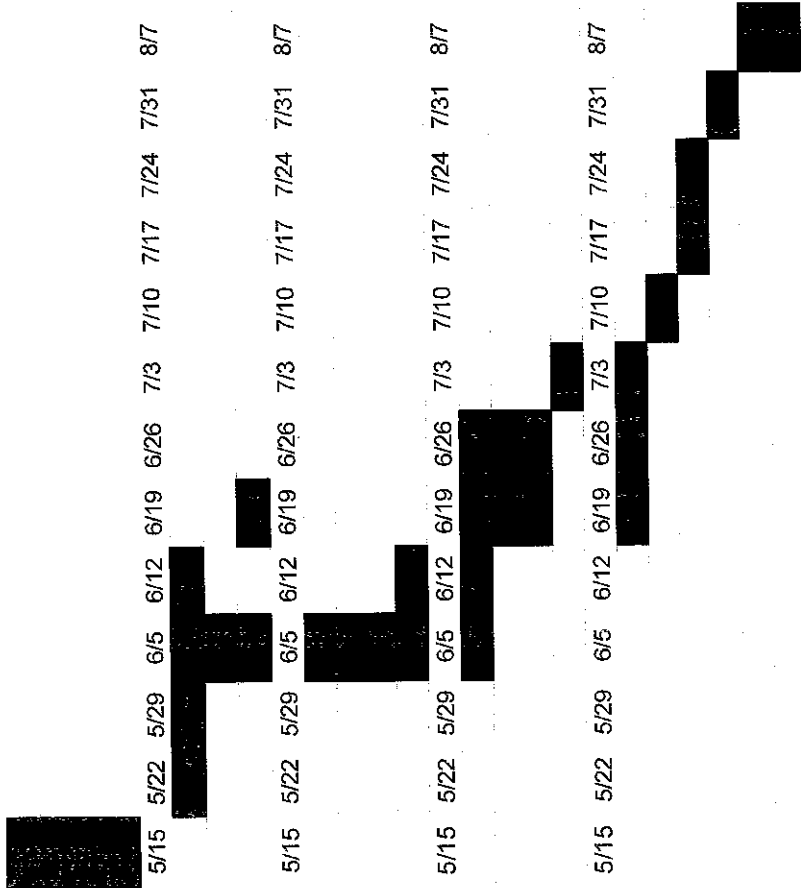
- 3.1 Interview department staff (5)
- 3.2 Observe workflow and map key processes (recruitment and selection, seasonal hiring, etc.)
- 3.3 Summarize learning

**Activity 4 - Conduct Best Practice and Benchmarking Research**

- 4.1 Research and identify best practices
- 4.2 Provide industry standard performance metrics for continual assessment and improvement
- 4.3 Summarize learning

**Activity 5 - Prepare Project Deliverables**

- 5.1 Develop findings and recommendations
- 5.2 Review recommendations with City
- 5.3 Prepare draft report
- 5.4 Review draft report with City
- 5.5 Prepare final report and present to the City's Management Team
- 5.6 Prepare implementation plan



**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
Phone: 816-969-1083 Fax: 816-969-1081  
Email: [ben.calia@cityofls.net](mailto:ben.calia@cityofls.net)

**TITLE-SIGNATURE PAGE**

**REQUEST FOR PROPOSAL NO: 2017-110**

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

**CITY OF LEE'S SUMMIT (COLS) HUMAN RESOURCES (HR) DEPARTMENT ASSESSMENT  
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF THURSDAY, APRIL 6,  
2017, 2:00 P.M. LOCAL TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR MONDAY, MARCH 27, 2017,  
AT 1:30 P.M. IN THE ADMINISTRATION CONFERENCE ROOM, EAST END, 2ND FLOOR CITY HALL**

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.**

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

CITY OF LEES SUMMIT

REQUEST FOR PROPOSAL: 2017-110

The City of Lee's Summit will accept electronically submitted proposals from firms/providers interested in providing the following: **CITY OF LEE'S SUMMIT (COLS) HUMAN RESOURCES (HR) DEPARTMENT ASSESSMENT**. Proposals must be received electronically in Public Purchase by 2:00 P.M. Local time, on Thursday, April 6, 2017.

RFP documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo> or by contacting the Procurement Officer listed on page 1. Proposers needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Proposers should plan on registering no later than 36 hours (M-F) prior to RFP closing.** 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. All addendums must be signed and included with proposal.

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

There will be a pre-proposal conference in the Administration Conference Room on the east side of the 2nd floor of City Hall, 220 S.E. Green St. on Monday, March 27, 2017, at 1:30 P.M., Local Time. **All interested bidders are encouraged to attend.**

*Ben Calia, CPPB.* Procurement and Contract Services Manager



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General Conditions

**PART I****DESCRIPTION OF PROJECT AND SERVICES REQUIRED****1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:**

The City of Lee's Summit has an interest in reviewing the services, functions, and processes performed by the City of Lee's Summit Human Resources (HR) Department. Human Resources operations have changed rapidly in recent years, and it is the objective of the organization to be able to efficiently adapt to those existing changes as well as future needs and expectations from Human Resources.

The City employs approximately 1,000 people during peak seasonal periods. Many, if not most, of the City's jobs or positions are highly regulated either by professional standards or minimum requirements, and possibly technical in nature, or subject to difficult working conditions. The diversity of job types and number of employees creates HR challenges related to employee training, risk management, compensation and benefit management, organizational policies and procedures, recruitment, compliance with rules and regulations, discipline and investigations, and other services or functions classically attributed to HR.

The City is seeking an assessment of the organization's HR needs and recommendations as to how to best address those needs so that they can be delivered efficiently, consistently, and with a customer service approach.

**1.1 Description of Operations or Background:**

Currently, the City employs the following five (5) positions within the HR department. The following is a brief job summary of said positions;

- **Director of Human Resources** - The Director of Human Resources provides the strategic direction for personnel programs and the merit based evaluation system for City employees. The Director of Human Resources works with management to develop and ensure compliance of organizational policies and directives.
- **Benefits Specialist** - administers the City's benefits programs to include health/dental/vision, disability, life insurances, retirement programs and other voluntary employee benefits.
- **Human Resources Assistant** - performs routine and complex duties to assist the Human Resources department in the maintenance of the personnel system and carries out various programs. Provides administrative and technical support for the City's Human Resources department.
- **Human Resources Generalist** - performs a variety of routine and complex duties to assist the human resources department in carrying out various programs and procedures to include talent acquisition management, training, participates in surveys and maintains master job description file.
- **Risk Management Officer** - manages safety, loss control, worker's compensation and wellness programs to ensure compliance with applicable legislation and management directives. Designs, develops, sources and delivers safety and developmental training. As a representative of management, supports the mission, vision, strategic plan, goals and decisions of the department and City.

**2.0 SCOPE OF SERVICES:**

The City requests these onsite activities be planned for and included as part of any proposal;

- Meet with the City's Management Team to discuss the project approach
- Observe work flows and processes of the HR Department
- Meet with the City's Management Team to review findings and recommendations
- If requested by the City, present findings and recommendations to the City Council

The City requests the following deliverables as part of the scope of services;

- Assessment and identification of organizational needs pertaining to HR services, functions, and processes
- Assessment and identification of HR staff's capacity to meet organizational needs as defined above
- A review of key work processes to identify the potential for increased efficiency
- A review of existing technology resources and their use to determine the potential for increased efficiency
- A general review of the City's personnel policies and HR procedures to identify critical gaps in coverage
- A summary of recommended changes to address organizational needs to include changes in the overall department structure, HR staffing levels, job duties and assignments, reporting structure, policies and procedures, and resource needs.

- A summary of recommendations for implementation

During the provision of services and formulation of findings and recommendations, the City requests that the Consultant provide regular status updates (bi-monthly) related to the processes and procedures that can be shared with designated City staff. The City requests that Consultant prepare a written report documenting the scope of services, including discussion of methods, techniques, and recommendations. A total of six (6) paper copies and one (1) electronic submission will be required of the final report and supporting documents.

**Additional Scope:**

While the above and foregoing is the scope of the current needs, we would invite you to submit a separate proposal which encompasses a review and analysis of the City's current personnel policies and procedures, as well as recommendations for modification for future consideration should the organization decide to move forward with regard to this element as a separate engagement.

**3.0 TIMELINE:**

Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Post RFP Notification	MONDAY, MARCH 13, 2017
Pre-Proposal Meeting	MONDAY, MARCH 27, 2017
Question Cutoff date	FRIDAY, MARCH 30, 2017 @ NOON, LOCAL TIME,
Receive Proposals electronically in Public Purchase	THURSDAY, APRIL 6, 2017 @ 2:00 P.M., Local Time
Meet to review	week of APRIL 10, 2017
Interviews (if applicable)	week of APRIL 24, 2017
Enter into Negotiations	week of MAY 1, 2017
Finance & Budget Committee Meeting	MONDAY, JUNE 5, 2017
City Council	THURSDAY, JUNE 15, 2017
Notice to Proceed	FRIDAY, JUNE 16, 2017

**3.1 Timeline for project:** The City has developed the following general timeline:

Project anticipated start date is June 16, 2017, with completion expected to occur on or before August 30, 2017. Project may begin earlier depending on approval process.

**PART II**  
**INSTRUCTIONS TO RESPONDENTS**

**1.0 MINIMUM QUALIFICATIONS**

The selected firm shall have at least five (5) years experience providing the services described in sections 1.0 and 2.0 of this RFP document.

**2.0 SELECTION PROCESS:**

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

**Step One: Evaluation of Responsive Proposals**

Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

- a. The firm's (lead firm and sub-consultants) experience in providing similar services to municipalities during the past five (5) years.
- b. Key personnel that will be assigned to the City's project, and their experience with similar projects.
- c. Applicable Resources offering quality assurances/quality control procedures; as well as adequacy of team/resources to complete the project within the proposed timeframe.
- d. Project approach including project schedule and detailed approach to complete this project, familiarity with this project, identification of unique issues related to project, and the process proposed for communications with city staff, elected officials, and the public.
- e. Cost (up front submitted with proposal)

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The Selection Committee may request additional submittals.

**Step Two: Short List Interviews**

The written evaluation will produce a list of the top rated proposals that may be selected for interviews (short list). Oral interviews may be conducted in order to make a final decision.

The Project Manager checks reference once a short list is determined. Reference check information memo is prepared by the Procurement Officer or Project Manager and distributed to the interviewing committee. Reference check information is considered part of the interview process and incorporated into the firm's Experience & References criteria.

Upon selection of the top rated firm after interviews, the City will negotiate the specific terms of the agreement including cost.

**3.0 RESPONDENT COST TO DEVELOP PROPOSAL:** All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

**4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP:** Submittals must be uploaded into Public Purchase e-bidding system prior to the closing date of Thursday, April 6, 2017 at 2:00 P.M. Local Time.

The proposal must be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. Form No. 2 – Key Outside Consultants (sub-consultants)
- g. Form No. 3 – Experience/References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental

entities. Include company name, address, persons to agreement, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.

- h. Form No. 4 – Key personnel that will be assigned to the City's project for lead consultant firm(s) and sub-consultant firms. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.
- i. Form No. 5 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.
- j. Cost. Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, etc. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.  
Form No. 6A: Fee Schedule  
Form No. 6B: Total Cost
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

**4.1 Question cutoff date and time:** The cutoff date and time for questions is Friday, March 30, 2017 Noon Local Time. All questions should be directed to the Procurement Officer(s) identified on page one of this document.

**5.0 TERMS and CONDITIONS:** Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.

**6.0 NO FINANCIAL INTEREST or OTHER CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.

- 6.1 No City of Lee's Summit employee, City Council member or member of any City of Lee's Summit board or commission, nor family member (the spouse, parent, grandparent, stepmother, stepfather, child, grandchild, brother, sister, half brother, half sister, adopted children of parent, or spouse's parents) of any such person to the third degree of consanguinity or affinity to City Employee, City Council member or member of any City of Lee's Summit board or commission, has a financial interest, direct or indirect, in Offeror or in any contract Offeror might enter into with The City of Lee's Summit.
- 6.2 No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any employee, City Council member, or member of any City of Lee's Summit board or commission, nor to any family member of any such person.

**7.0 DEBARMENT and SUSPENSION STATUS:**

- 7.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 7.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 7.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**8.0 INVOICING AND PAYMENTS:**

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

- b. Payment schedule is negotiable.

**9.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

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

YES \_\_\_\_\_ NO \_\_\_\_\_

INITIALS: \_\_\_\_\_

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term agreement. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the agreement unless they are specifically named in the Request for Proposal as a joint participant.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the agreement. The PCO has sole authority to modify the agreement and handle disputes regarding the substance of the agreement. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

**10.0 BUSINESS LICENSE:** The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

**11.0 INSURANCE:** The proposer must provide a Certificate of Insurance in accordance with all requirements shown in **PART III**, the insurance requirement section of this document prior to the award of an agreement-if applicable.

**12.0 COMPLIANCE:** The following items shall be provided by proposer to the City of Lee's Summit Procurement and Contract Services Division or Department conducting this solicitation prior to the issuance of an agreement:

12.1 To be provided with proposal submittal:

- Proposer must complete the proposal document in its entirety. Submit all pages of this complete proposal document
- Form No. 1: Provider Profile
- Form No.2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: Fee Schedule
- Form No. 6B: Total Cost

12.2 To be provided prior to the issuance of an agreement:

- Business License (if applicable),
- Certificate of Insurance (naming the City of Lee's Summit as additionally insured for General Liability only-(if applicable),
- Work Authorization Affidavit (if applicable),
- E-Verify Signature page (if applicable).



14.0 **SAMPLE AGREEMENT:** The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit an agreement which differs from the following example.

**SAMPLE SERVICE AGREEMENT**

FOR \_\_\_\_\_

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_, hereafter referred to as "Service Provider." Witnesseth, that:

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. \_\_\_\_\_ (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms, 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. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

OR
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit B. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. Agreement Term: The term of this Agreement shall be One (1) year from \_\_\_\_\_ through \_\_\_\_\_.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Authorized Signatures from both Successful Firm and City



**ENCLOSURE I  
PROPOSAL RANKING SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
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

	Evaluation Criteria	Maximum Points	Score
1	<p>Evidence of Experience &amp; References with Similar Projects (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?</p> <ul style="list-style-type: none"> <li>Familiarity and experience with similar projects</li> <li>Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>	30	_____
2	<p>Expertise of Firm/Provider 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:</p> <ul style="list-style-type: none"> <li>Project Manager</li> <li>Project team</li> <li>Sub-consultants (if applicable)</li> </ul>	30	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5) 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</p> <ul style="list-style-type: none"> <li>Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
4.	<p>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 presented in Form 5.</p> <ul style="list-style-type: none"> <li>Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>Roles of all involved parties clearly identified</li> <li>Familiarity with project location as evidenced by proposal (if applicable)</li> <li>Identify/recognize critical or unique issues specific to the project</li> <li>Adequacy of proposed communications process</li> <li>Unique approaches that have been successful elsewhere.</li> </ul>	20	_____
5.	<p>Cost (FORM 6 A and 6B) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	_____
	Ranked By: _____		_____
		<b>TOTAL POINTS</b>	_____
		(100)	

**ENCLOSURE II**  
**INTERVIEW RANKING SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
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

	Evaluation Criteria	Maximum Points	Score
1	<b>Evidence of Experience &amp; References with Similar Projects (FORM 3)</b> 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?  <ul style="list-style-type: none"> <li>• Familiarity and experience with similar projects</li> <li>• Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>	30	_____
2	<b>Expertise of Firm/Provider Personnel (FORM 4)</b> 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:  <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Project team</li> <li>• Sub-consultants (if applicable)</li> </ul>	30	_____
3.	<b>Applicable Resources (FORM 1, 2, AND 5)</b> 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  <ul style="list-style-type: none"> <li>• Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>• Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
4.	<b>Project Approach (FORM 5)</b> Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.  <ul style="list-style-type: none"> <li>• Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>• Roles of all involved parties clearly identified</li> <li>• Familiarity with project location as evidenced by proposal (if applicable)</li> <li>• Identify/recognize critical or unique issues specific to the project</li> <li>• Adequacy of proposed communications process</li> <li>• Unique approaches that have been successful elsewhere.</li> </ul>	20	_____
5.	<b>Cost (FORM 6 A and 6B)</b> Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____

Ranked By: \_\_\_\_\_

TOTAL POINTS \_\_\_\_\_  
(100)

**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 ____ - ____
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page ____ - ____
J.	COST: Forms provided (6A and 6B)	Page ____
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page ____
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of an agreement (applicable if project cost exceeds \$5,000))	Page ____

**FORM NO. 1: PROVIDER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is:  National  Regional  Local

1b. Year Provider/Firm Established:

1c. Years of Experience providing RFP identified services for municipalities:

1d. Licensed to do business in the State of Missouri:  Yes  No

1e. Principal contact information: Name, title, telephone number and email address:

1f. Address of office to perform work, if different from Item No. 1:

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:

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:

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

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing \_\_\_\_\_ Public Entity Human Resources Department Assessments

- 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 Public Entity Human Resources Department Assessments
- 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 Public Entity Human Resources Department Assessments
- 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:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

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

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

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

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

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



**FORM NO. 6D: TOTAL COST**

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

**ORIGINAL SCOPE**

TOTAL COST \$ \_\_\_\_\_  
Numeric

\_\_\_\_\_  
Use words, Dollars/Cents

**ADDITIONAL SCOPE**

TOTAL COST \$ \_\_\_\_\_  
Numeric

\_\_\_\_\_  
Use words, Dollars/Cents

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone #                      Fax #

\_\_\_\_\_  
Tax ID No.

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Type:





**FORM NO. : 6B TOTAL COST**

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

**ORIGINAL SCOPE**

TOTAL COST \$ 37,800  
Numeric

thirty-seven thousand eight hundred dollars/no cents

Use words, Dollars/Cents

**ADDITIONAL SCOPE**

TOTAL COST \$ 10,000  
Numeric

ten thousand dollars/no cents

Use words, Dollars/Cents

The Novak Consulting Group

Company Name

1776 Mentor Avenue

Address

Cincinnati, OH 45212

City/State/Zip

513-221-0500

513-221-3100

Telephone #

26-39775039

Fax #

Tax ID No.

Julia D. Novak

Authorized Person (Print)

*J. Novak*

Signature

President

Title

4/3/2017

Date

S-Corp

Entity Type:

**PART III**  
**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**CERTIFICATE OF INSURANCE.** The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the 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 Consultant's bid.

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

**INDUSTRY RATING.**

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

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

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

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

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

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

**PROFESSIONAL LIABILITY:** Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions. (Procurement Officers are to include only when the service provided pertains to professional services such as: Architects, Engineers, CPAs, Land Surveying, Banking, Legal Services, Consulting Services, Financial Services, Medical or Health Services. If you are unsure, contact the City's Risk Manager for direction prior to issuance.) Approved by Legal-Risk Mgt-1/16/2014

**COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

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

Policy must include the following conditions:

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

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

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

Limits:

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

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

**WORKERS' COMPENSATION.** This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law 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 Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

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

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

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

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

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

City of Lee's Summit  
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 or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by 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.

**Composite Proposal Score Sheet**

	30 Point	20 Point	10 Point	Pts	# Mmbrs	Max Pts	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM
	Questions	Questions	Questions				HR Logistics	Management Partners	Matrix	The Mejandro Group	Nextgen People	The Novak Consulting Group
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									
<b>1. Evidence of Experience, Reliability and References: (FORM 3):</b>												
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	3	90	47	67	80	61	47	84
<b>2. Expertise of Firm Personnel: (FORM 4):</b>												
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	3	90	46	73	68	65	48	78
<b>3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule</b>												
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	3	30	16	23	25	21	23	25
<b>4. Project Approach: (FORM 5):</b>												
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	3	60	27	54	57	43	36	55
<b>5. Cost: Includes all related cost associated with this project. (FORM 6D):</b>												
				10	3	30	20	25	28	21	22	30
				<b>100</b>		<b>300</b>	<b>156</b>	<b>242</b>	<b>258</b>	<b>211</b>	<b>176</b>	<b>272</b>

57500                      45800                      41000                      54000                      52695                      37800

\*\*\* The cost calculation formula was adopted by the City of Lee's Summit around 1995, as established by the State Of Missouri. As of December 2002 both entities use this formula.

Composite Interview Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions		FIRM	FIRM	FIRM			
	Outstanding	Exceeds Acceptable	Acceptable	Marginal	Pts	# Mmbrs	Max Pts	The Novak Consulting Group	Matrix Consulting Group, LTD	Management Partners
<b>1. Evidence of Experience, Reliability and References: (FORM 3):</b> 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).	25 - 30	17 - 20	9 - 10		30	3	90	77	61	74
<b>2. Expertise of Firm Personnel: (FORM 4):</b> 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).	19 - 24	13 - 16	7 - 8		30	3	90	79	53	75
<b>3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule</b> 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.	13 - 18	9 - 12	5 - 6		10	3	30	24	17	18
<b>4. Project Approach: (FORM 5):</b> 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.	0 - 12	0 - 8	0 - 4		20	3	60	50	40	38
<b>5. Cost: Includes all related cost associated with this project. (FORM 6D):</b>					10	3	30	30	28	25
					<b>100</b>		<b>300</b>	<b>260</b>	<b>199</b>	<b>230</b>



## Packet Information

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**File #:** BILL NO. 17-135, **Version:** 1

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AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 6/5/17)

Issue/Request:

AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

The City of Lee's Summit has operations at 21 locations that require connection to the City's network. Many of these sites are currently connected to City Hall via fiber optic cable. A significant portion of this cable owned by the R7 school district, and leased to the city for its use. To maintain network connectivity, a renewal of the lease for these strands is required. The agreement has an annual review stipulation that allows the City to reduce the number of strands needed to appropriately manage the network.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

In July of 2002, the city entered into an agreement with R7 school district to share fiber optic cable infrastructure between the organizations. The Agreement allowed for the addition of future shared fiber segments when capacity in fiber network was available and in the best interest of the City or School District to coordinate on these resources.

The 2002 agreement was updated in 2003 with additional sections needed by the City. Over the next 10 years, a few more sections of fiber were utilized by the city but not updated by formal agreement until the 2014 lease was put into place.

The 2014 agreement, which is set to expire on June 30<sup>th</sup> 2017, accurately shows the fiber being used by the City. The proposed renewal agreement from the District reflects the same linear feet and rent rate as the 2014 agreement. The renewal agreement shows the current amount of fiber being used by the City is 231,238 linear feet (as shown in Exhibit A) at a rent rate of \$0.25 per foot.

Facilities served by this infrastructure include City Hall, Police and Municipal Court, Harris Park Community Center, Legacy Park Community Center, Fire Headquarters, Fire stations 2, 3, 5 & 6, Public Works Maintenance Facility, Water

Utilities Operations, Animal Control and Resource Recovery Park. With renewal, the IT infrastructure at these locations will be able to maintain their reliable and high performance network communication. This will allow for continued connection of PCs, phones and servers via the fiber network back to City Hall and its server room and network center.

Impact/Analysis:

The agreement includes a \$0.25 rent per lineal foot rate. The city is currently using 231,238 feet of District fiber for a total annual rent rate of \$57,809.50. The \$57,809.50 is currently budgeted and distributed across departmental funds via IT Overhead Distribution method.

Presenter: Stephen Marsh, Chief Technology Officer

Committee Recommendation: A motion made by Councilmember Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council - Regular Session due back on 6/15/2017. The vote was unanimous.

## **BILL NO. 17-135**

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AN ORDINANCE APPROVING THE FIBER OPTIC LEASE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE REORGANIZED SCHOOL DISTRICT NO. 7 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the Reorganized School District No. 7 of Jackson County, Missouri ("School District") and the City of Lee's Summit ("City") entered into a "Fiber Optic Strand Lease Agreement" dated August 15, 2002 (the "2002 Lease"), whereby the City leased certain fiber optic strands from the School District; and,

WHEREAS, the School district and the City entered into an "Addendum to Fiber Optic Strand Lease Agreement" dated July 23, 2003 (the "2003 Lease Addendum"), whereby the City leased additional fiber optic strands from the School District; and,

WHEREAS, the School district and the City entered into a "Fiber Optic Lease Agreement" dated July 15, 2014 (the "2014 Lease Agreement"), whereby the City continued its lease of fiber optic strands from the School District; and

WHEREAS, the School District and the City desire to memorialize a renewal of the 2014 Agreement that reflects the fiber optic strands being used by the City and that provides for an appropriate compensation for such use, subject to the terms and conditions previously negotiated, which are outlined in the Fiber Optic Lease Agreement, attached hereto as "Exhibit A" and incorporated herein as though fully set forth.

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

SECTION 1. That the Fiber Optic Lease Agreement by and between the City of Lee's Summit, Missouri and the Reorganized School District No, 7, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference be and the same is hereby approved.

SECTION 2. That the Mayor is authorized to execute said Fiber Optic Lease Agreement by and on behalf of the City.

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.

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

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

**BILL NO. 17-135**

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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*

## FIBER OPTIC LEASE AGREEMENT

THIS FIBER OPTIC LEASE AGREEMENT (the “Agreement”) is hereby made by and between the Reorganized School District No. 7 of Jackson County, Missouri (hereinafter, the “School District”) and the City of Lee’s Summit, Missouri (hereinafter, the “City”) and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

WHEREAS, the School District and the City entered into a “Fiber Optic Strand Lease Agreement” dated August 15, 2002 (the “2002 Lease”), whereby the City leased certain fiber optic strands from the School District; and

WHEREAS, the School District and the City entered into an “Addendum to Fiber Optic Strand Lease Agreement” dated July 23, 2003 (the “2003 Lease Addendum”), whereby the City leased additional fiber optic strands from the School District; and

WHEREAS, the 2002 Lease and the 2003 Lease Addendum have since expired and the parties entered an agreement in 2014 addressing the lease arrangement; and

WHEREAS, the School District and the City now desire to memorialize a formal written agreement extending the 2014 arrangement between the parties that reflects the fiber optic strands actually being used by the City and that provides for an appropriate compensation for such use, subject to the terms and conditions contained herein.

NOW, THEREFORE, for the mutual consideration set forth herein, the School District and the City hereby agree and covenant as follows:

1. **Use of Property:** The City hereby leases from the School District, and the School District hereby leases to the City, the fiber optic strands described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter, the “Leased Equipment”) for City’s use and enjoyment.
2. **Connection:** The City shall have the right, at its sole expense, to install such facilities necessary to connect its fiber optic network to the Leased Equipment, together with any other facilities necessary to support such connection and the City’s use and enjoyment of the Leased Equipment (collectively, the “Connection Facilities”). The design, installation and connection of the Connection Facilities shall be in accordance with plans mutually agreed upon by the parties. Any work performed by the City on School District property associated with the Connection Facilities will be coordinated with the School District by prior notification to the liaisons designated, in writing, by the School District.
3. **Term:** The Initial Term of this Agreement shall be for three (3) years beginning July 1, 2017 (hereinafter, the “Commencement Date”). This Agreement shall be automatically renewed for three additional terms (each a “Renewal Term”) of three (3) years each, unless either party provides written notice of its intention not to renew not less than one hundred eighty (180) days prior to the expiration of the

Initial Term or Renewal Term, or unless this Agreement is terminated in accordance with paragraph 12 of this Agreement.

4. **Rent:** The City agrees to pay the School District, for use and enjoyment of the Leased Equipment, rents paid annually, in advance, and beginning on the Commencement Date. The rent during the Initial Term shall be Twenty Five Cents (\$0.25) per lineal foot per fiber optic strand (hereinafter, the "Rent Rate"). Exhibit A hereto sets forth the total of the rent due based on the quantity of Leased Equipment being leased by the City at the Commencement Date. If the City desires to add additional fiber optic strands, or reduce the fiber optic strands being leased, the adjustment in rent will be calculated by multiplying the Rent Rate times the lineal feet of optic strand. Exhibit A will be reviewed and adjusted annually by the parties as needed, as follows: (a) by May of each year the City will have reviewed its use of fiber strands and determined whether any strands are no longer needed for the upcoming year and will have further notified the School District of its determination; (b) this will allow the School District to determine the adjustments, if any, to the rent and notify the City of any such adjustment in the amount that will be invoiced in the following July.
5. **Renewal Term Rent:** During any Renewal Term, the rent paid by the City to the School District shall be increased to the amount agreed to by the parties..
6. **Billing:** Each year during the Initial Term and/or Renewal Term, the School District shall send an invoice to the City for the rent due for the subsequent year. The City shall remit payment no later than July 1 of that year, or forty-five (45) days after receipt of an invoice from the School District, whichever is later.
7. **Removal of Connection Facilities:** The City shall remove the Connection Facilities within ninety (90) days of the date of termination or expiration, and shall repair any damage to the Leased Equipment caused by construction, installation, operation, maintenance or removal of the Connection Facilities within fifteen (15) days of the occurrence of the damage. Any Connection Facilities not removed within said ninety (90) days shall become the property of the School District, and the City shall reimburse the School District for any costs incurred in removing and or disposing of the Connection Facilities.
8. **Maintenance:** The School District will maintain, at its costs, all of its original fiber strands, including the Leased Equipment, in accordance with its normal maintenance operations.
9. **Emergency Repair:** In any event which causes unanticipated damage to the Leased Equipment (such as a cable cut or downed utility pole), the School District will be responsible for coordinating the repair of the fiber line. The School District will act responsibly and efficiently to ensure the repair is completed in as timely a manner as is reasonable, with an emphasis on having the repair done within one (1) business day of the School District learning of the problem. The

School District liaisons will provide the City's liaisons with a status report on the repair upon request. The City shall be responsible for emergency repair costs in proportion to the number of strands leased in a given line in relation to the total number of strands in such line. The School District shall bill the City for the City's proportionate share of the emergency repair costs by invoice, and the City shall pay such invoice within thirty (30) days of receipt. City shall only be responsible for paying a share of repair costs where strands City leases are affected. If any portion of the emergency repair costs is recovered from or reimbursed by a third-party (by insurance or otherwise), the City shall be reimbursed its proportionate share of the amount recovered.

10. **Coordination:** Any planned events by either party that could disrupt transmission along Leased Equipment must be coordinated with each party with at least twenty-four (24) hours prior notice to the liaisons that the School District and the City designate in writing.
11. **Title and Quiet Use:** Each party warrants to the other that it has the right to enter into this Agreement, and that that the person signing this Agreement has the authority to sign. The School District warrants that is the owner of the Leased equipment and agrees that the City is entitled to access to the Leased Equipment and to the quiet use of the Leased Equipment consistent with the terms and conditions of this Agreement throughout the Initial Term and each Renewal Term. The City agrees to quit and deliver possession of the Leased Equipment to the School District when this Agreement terminates by termination or expiration, and the City agrees that the Leased Equipment shall be in substantially the same order and in as good condition as received, normal wear and tear excepted.
12. **Termination:** Either party may terminate this Agreement at any time by giving the other party at least one hundred eighty (180) days advance written notice.
13. **Applicable Law; Choice of Forum:** This Agreement shall be governed by and construed according to the laws of the State of Missouri. Any legal action to interpret or enforce this Agreement shall be brought in the Circuit Court of Jackson County, Missouri at Independence.
14. **Contract Binding:** This Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, elected officials, agents, attorneys, employees, successors and assigns.
15. **Assignment:** Except as otherwise provided herein, neither the City nor the District shall sell, assign, transfer or otherwise convey any of their respective rights or duties under this Agreement to any third party without the prior written consent of the other party. Such consent may be withheld at the sole discretion of the party whose consent is sought. The City shall not sub-lease its use of the Leased Equipment to any third party without the prior written consent of the

District, which consent may be granted or withheld in School District's sole discretion.

16. **Notice:** Any notice required under the terms of this Agreement, except for any notice to be given to a designated liaison, shall be deemed to have been given as of the time of actual receipt, shall be sufficiently given if delivered to the intended individual in person or at the corresponding address designated in this Agreement, and shall be made in writing at the following address or such other address as the party shall designate in writing:

a. City: Chief Technology Officer and City Attorney  
City of Lee's Summit City of Lee's Summit  
220 SE Green 220 SE Green  
Lee's Summit, MO 64063 Lee's Summit, MO 64063

b. School District:  
Executive Director of Technology  
Lee's Summit R-7 School District  
301 NE Tudor  
Lee's Summit, MO 64086

And to:  
Superintendent  
Lee's Summit R-7 School District  
301 NE Tudor  
Lee's Summit, MO 64086

17. **Liaisons:** Unless otherwise indicated by a party in writing, the liaison for the School District shall be the Executive Director of Technology and the liaison for the City shall be the Chief Technology Officer.

18. **Non-Waiver:** No temporary sufferance of a breach of a provision of this Agreement shall be deemed a waiver of such provision absent an express written waiver, and no waiver of any condition or covenant contained in this Agreement or any waiver of a breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

19. **Warranties:** Each party represents and warrants to each other that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions; and (d) has not assigned or transferred any claim against the other party that is the subject of this Agreement.

20. **Severability:** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and each



other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

21. **Headings:** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.
22. **Jointly Drafted:** This Agreement shall be deemed to have been jointly drafted by the parties and shall not be construed more strongly against any party hereto.
23. **Entire Agreement:** The terms and conditions herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings (including but not limited to the 2002 Lease and the 2003 Lease Addendum) relating to the subject matter hereof, and this Agreement may be amended altered, or modified only by a writing executed by duly authorized representatives of the parties hereto.
24. **Agreement Contractual:** The terms and provisions of this Agreement are contractual and not mere recitals.
25. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF LEE'S SUMMIT

\_\_\_\_\_  
Mayor Randy Rhoads

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk, Denise R. Chisum

\_\_\_\_\_  
Acting/Assistant/City Attorney

REORGANIZED SCHOOL DISTRICT  
NO. 7 OF JACKSON COUNTY

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Board President

ATTEST:

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Board Secretary

## EXHIBIT A

to the Fiber Optic Lease Agreement between the City of Lee's Summit and  
the Reorganized School District No. 7 of Jackson County, Missouri (a/k/a Lee's Summit  
R-7 School District)

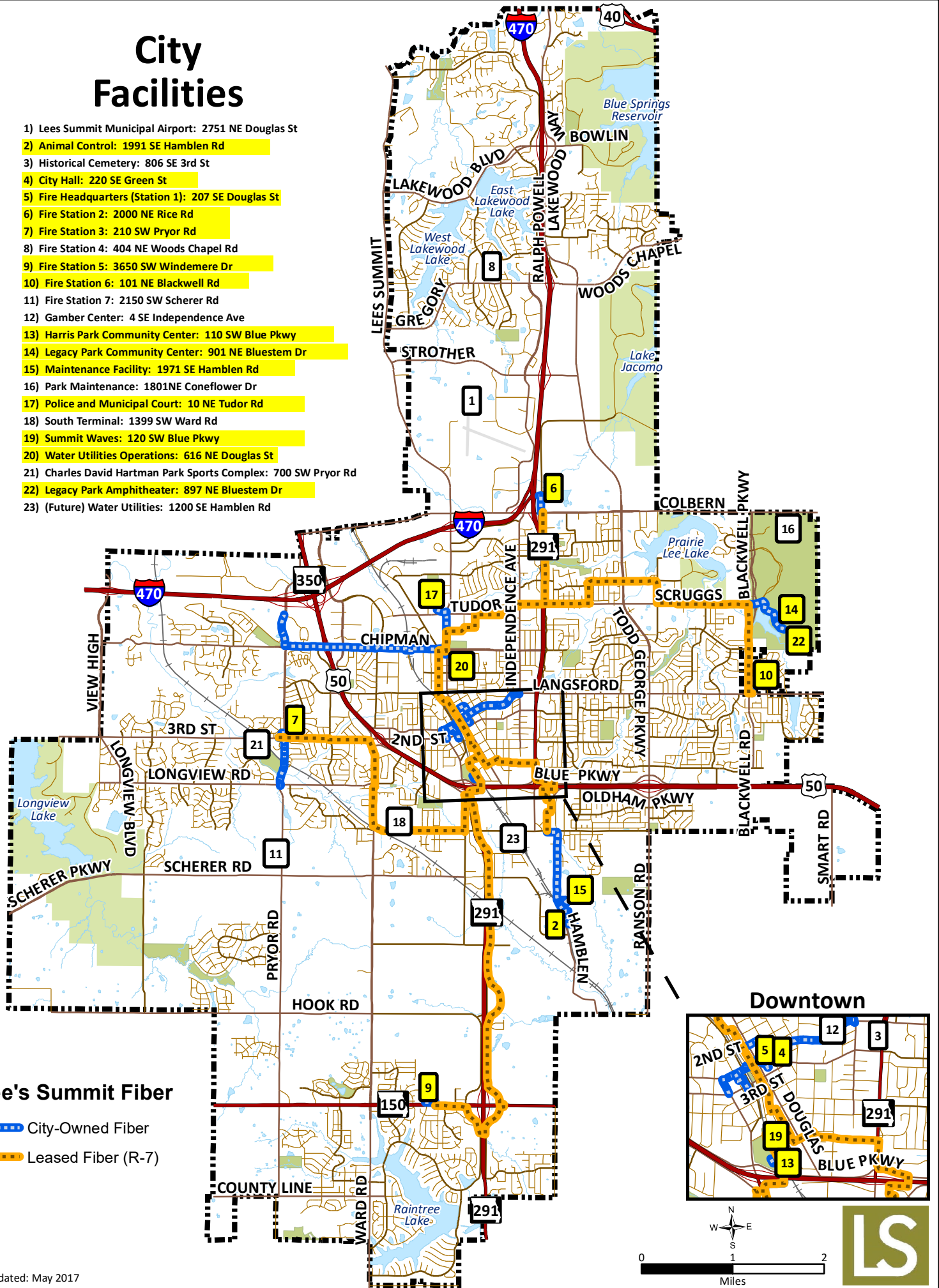
### Lease Items

ITEM	DESCRIPTION	DISTANCE – linear foot	COST (\$0.25/linear foot)
1	2 strands from LSR-7 Transportation building at 500 SE Transport on Hamblen Rd. to splice point at 1 <sup>st</sup> and Douglas	26,118 linear feet (each strand 13,059)	\$6,529.50
2	2 strands from LSR-7: Parks and Recreation Center, 110 SW Blue Parkway to splice point at 1 <sup>st</sup> and Douglas	10,642 linear feet (each strand 5,321)	\$2,660.50
3	2 strands from LSR-7: splice point at Blackwell & Scruggs Rd. at Legacy Park to LSR-7, 600 SE Miller to splice point at 1 <sup>st</sup> and Douglas	53,730 linear feet (each strand 26,865)	\$13,432.50
4	2 Strands from R-VII: Splice point at Rice Road and Colburn to 1 <sup>st</sup> & Douglas	36,516 linear feet (each strand 18,258)	\$9,129.00
5	2 Strands from R-VII: Splice point at 3 <sup>rd</sup> and Pryor to splice point for 110 SW Blue Pkwy	39,510 linear feet (each strand 19,755)	\$9,877.50
6	2 Strands from R-VII: Splice point for 3650 SW Windemere Dr to Splice point for 110 SW Blue Pkwy	53,978 linear feet (each strand 26,989)	\$13,494.50

7	2 Strands from R-VII: Splice point for 101 NE Blackwell Rd to splice at Blackwell and Scruggs (Legacy Park Item 3)	10,744 linear feet (each strand 5,372)	\$2,686.00
	<b>Total</b>	<b>231,238 linear feet</b>	<b>\$57,809.50</b>

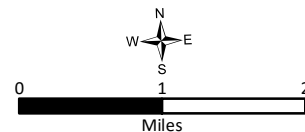
# City Facilities

- 1) Lees Summit Municipal Airport: 2751 NE Douglas St
- 2) Animal Control: 1991 SE Hamblen Rd
- 3) Historical Cemetery: 806 SE 3rd St
- 4) City Hall: 220 SE Green St
- 5) Fire Headquarters (Station 1): 207 SE Douglas St
- 6) Fire Station 2: 2000 NE Rice Rd
- 7) Fire Station 3: 210 SW Pryor Rd
- 8) Fire Station 4: 404 NE Woods Chapel Rd
- 9) Fire Station 5: 3650 SW Windemere Dr
- 10) Fire Station 6: 101 NE Blackwell Rd
- 11) Fire Station 7: 2150 SW Scherer Rd
- 12) Gamber Center: 4 SE Independence Ave
- 13) Harris Park Community Center: 110 SW Blue Pkwy
- 14) Legacy Park Community Center: 901 NE Bluestem Dr
- 15) Maintenance Facility: 1971 SE Hamblen Rd
- 16) Park Maintenance: 1801 NE Coneflower Dr
- 17) Police and Municipal Court: 10 NE Tudor Rd
- 18) South Terminal: 1399 SW Ward Rd
- 19) Summit Waves: 120 SW Blue Pkwy
- 20) Water Utilities Operations: 616 NE Douglas St
- 21) Charles David Hartman Park Sports Complex: 700 SW Pryor Rd
- 22) Legacy Park Amphitheater: 897 NE Bluestem Dr
- 23) (Future) Water Utilities: 1200 SE Hamblen Rd



## Lee's Summit Fiber

- ..... City-Owned Fiber
- ..... Leased Fiber (R-7)



## Packet Information

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**File #:** BILL NO. 17-136, **Version:** 1

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AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018. (F&BC 6/5/17)

Issue/Request:

AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018.

Key Issues:

- Each year the City Council considers and approves the City's property and liability insurance program.
- Overseen by the Law Department since 2012, the City has enjoyed reduced premium and claim expenses and has increased autonomy and flexibility in the claims management process.
- City's incumbent carrier since 2011 for liability insurance has been One Beacon Insurance. The City has built and maintained a positive relationship with the carrier, which has contributed to the autonomy and flexibility that it currently enjoys.
- One Beacon Insurance, the City's incumbent carrier for liability insurance, is being recommended for renewal for FY2018 with a rate decrease of 3% on the general liability portion of the policy, and a 2% decrease on the automobile and umbrella portions of the policy. One Beacon has also offered the City a rate guarantee for three years, as long as the City's loss ratio does not exceed 50% in any 12 month period. The City would have the option to choose whether to continue coverage each year, so the rate guarantee does not lock the City in to continuing coverage for three years; rather, it allows the City the conditional opportunity to have the guaranteed rate for those years should we opt to continue coverage through One Beacon. This coverage still includes the \$500,000.00 stop loss.
- City's incumbent carriers for property insurance provided a renewal proposal with a 5% rate increase, and also sought to have building values increased by 2%. In response, the property insurance program was marketed by Lockton Companies, the City's property and liability insurance broker. Two additional companies quoted - CNA and Hartford. CNA provided a quote with the same coverage as the City's existing policy with Traveler's Insurance for a rate which is 21% less than that which is currently being charged by Traveler's Insurance. Accordingly, CNA is being recommended as the City's property insurance carrier for FY2018.
- Medical director coverage was only quoted by the incumbent provider, Physicians Professional Indemnity, and is being recommended for renewal at a rate of \$5,780.00 for FY2018. There is no rate increase over FY2017 premiums.
- The City's crime policy was also only quoted by the incumbent provider, Traveler's Insurance, and is being recommended for renewal at the same coverage level of \$500,000 for a premium of \$14,250.00 for FY2018. This represents an incremental increase of \$39.00 over FY2017's premium.

- Total premium cost of proposed premiums for property and liability insurance in FY2018 is \$512,482.00, a savings of \$40,427.00 over FY2017 premiums.
- Also included in this year's ordinance is language formally authorizing the City Attorney to approve expenditures on a per claim basis in an amount not to exceed \$20,000.00. Expenditures for claims which exceed this amount would be taken to the City Council for approval.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018.

Background:

In August 2012, the City of Lee's Summit implemented a new risk management program for property and liability matters which is overseen by the Law Department. Several major changes took place during the implementation of the new program including the conversion from an agency relationship to a broker relationship for the procurement of insurance products for the City, a defined methodology for requesting competitive quotes for insurance needs, and the implementation of innovative internal insurance claims management processes and procedures. In addition, the City has transitioned from a traditional deductible insurance program to a self insured retention program. This change has resulted in both significant cost savings to the City as well as increased internal control of the City's risk and loss program, enabling broad internal handling and management of claims and claims processes, resulting in additional cost savings. Currently, the City is under a \$100,000.00 per occurrence self insured retention, with a stop-loss of \$500,000.00.

The City's incumbent carrier for property insurance, Traveler's Insurance, quoted a premium increase of 5% and also indicated that they would increase the valuations of all City-owned properties by 2% for the renewal. In response to this information, the City's property and liability insurance broker, Lockton Companies, Inc., marketed the property policy and was able to obtain two (2) quotes. CNA Insurance came in with the lowest total premium cost, \$150,742.00, which represents a 21% decrease from the premium paid to Travelers Insurance last year. The policies provide the same levels of coverage.

Traveler's Insurance provides the City's crime policy, which is quoted for renewal at \$14,250.00. This is an increase of \$39.00 over the FY2017 premium.

The carrier for the City's medical director liability policy, Physician's Professional Indemnity Association, which is required for the Fire Department to maintain paramedic and EMT's has offered renewal at the current rate of \$5,780.00 for FY2018, this is the same as the previous year.

The City's incumbent carrier for liability insurance, One Beacon Insurance returned with a 3% decrease in premiums over FY2016 rates for general liability, and a 2% premium decrease for the auto and umbrella policies, with no changes to the current terms and conditions of the insurance program, and includes a \$500,000.00 stop loss. The total premium cost for the general liability, automobile, umbrella, employment practices liability, public officials errors and omissions, and law enforcement legal coverage in FY2018 is quoted at \$341,710.00. Additionally, One Beacon has offered the

opportunity for a guaranteed rate-lock for the next three (3) years, meaning that premiums will not increase as long as the City's loss ratio does not exceed 50% over any 12-month period during the time of coverage. This is optional for the City, meaning that the City can choose not to renew the coverage and select a different carrier at each renewal date.

If the proposed coverage is accepted, the total premium costs for FY2018 for both property and liability insurance will be \$512,482.00, which is a savings of \$37,585.00 over FY2017 premiums. The total amount included in the FY2018 budget for premiums is \$1,057,183.00, which includes all of the premiums listed above, quarterly brokerage payments to Lockton Companies, Inc., and anticipated claims/self insured retention expenses for the upcoming year.

As with previous years, it is proposed that any savings realized between the budget and actual cost for premiums be re-allocated to the Claims and Damages Reserve Fund to continue to build the reserves so that the self insured retention may be increased in the future, resulting in further cost savings and stabilizing the fund in the event of large claims.

Presenter: Jackie McCormick Heanue, Chief Counsel Mgmt. & Ops./Deputy City Attorney

Committee Recommendation: A motion was made by Councilmember Faith, seconded by Councilmember Edson, that this Ordinance was recommended for approval to the City Council - Regular Session due back on 6/15/2017. The vote was unanimous.



## **BILL NO. 17-136**

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AN ORDINANCE APPROVING THE FY2018 PROPERTY AND LIABILITY INSURANCE PROGRAM, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE AND PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE FOR FY2018, AND AUTHORIZING THE CITY ATTORNEY TO APPROVE INDIVIDUAL CLAIM EXPENSES AND/OR SETTLEMENTS IN AMOUNTS NOT TO EXCEED \$20,000.00 PER CLAIM.

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

WHEREAS, the City currently maintains a robust property and liability insurance program, wherein the City manages a self insured retention for claims, handling the majority of matters in-house and enjoys flexibility and autonomy in the claims management process; and,

WHEREAS, the City's current property and liability insurance broker, Lockton Companies, Inc., conducted marketing efforts this spring on behalf of the City for its property and liability insurance; and,

WHEREAS, the City's incumbent insurance carriers for liability insurance, One Beacon Insurance, and Physician's Professional Indemnity Association, have enjoyed positive working relationships with the City in the past; and,

WHEREAS, said incumbent insurance carriers have provided desirable proposals and quotes for renewal of the City's current liability insurance programs for FY2018; and,

WHEREAS, CNA Insurance submitted a proposal to carry the City's property insurance at a substantial cost savings over the incumbent carrier, Traveler's Insurance; and,

WHEREAS, Lockton Companies, Inc. has reviewed the proposed policy form from CNA Insurance and recommends changing property insurance carriers based upon the results of that review in conjunction with the substantial cost savings; and,

WHEREAS, the City has budgeted funds to account for the premium costs, brokerage fees, and anticipated claims expenses and losses for FY2018, which specifically includes \$150,000.00 in budgeted funds to cover various losses to be determined through the claims process; and,

WHEREAS, the City desires to accept the quotes from CNA Insurance, One Beacon Insurance, and Physicians Professional Indemnity Association and enter into Agreements to procure insurance coverage consistent with the property and liability insurance program presented by City staff for FY2018; and,

WHEREAS, the City desires to convey authority upon the City Attorney to approve individual settlements or claims expenses in amounts not to exceed \$20,000.00 per claim up to the annual budgeted amount of \$150,000.00 for all claims for FY2018.

**BILL NO. 17-136**

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

SECTION 1. That the FY2018 property and liability insurance program for the City of Lee's Summit be and hereby is accepted and the City Manager is authorized to execute any agreements and other documents necessary to effectuate the procurement of coverage for property and liability insurance with CNA Insurance, One Beacon Insurance, and Physician's Professional Indemnity Association on behalf of the City of Lee's Summit.

SECTION 2. That the City Attorney is hereby authorized to approve claims expenses, payments or settlements up to \$20,000.00 per claim, subject to the annually budgeted maximum of \$150,000.00 for all claims and expenses for FY2018.

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 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

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

## Packet Information

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**File #:** 2017-1263, **Version:** 1

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Zachary Burton - Lee's Summit High School Student, Solar Presentation and request

Issue/Request:

Presentation and Request - Photovoltaic Solar Power for Animal Shelter Facility

Key Issues:

Zachary Burton, a Lee's Summit High School Senior has reached out to City Staff as well as Councilmember Forte requesting the City consider the installation of photovoltaic solar power for the Animal Shelter Facility. Zachary has consulted with a local photovoltaic solar business to research the potential installation and benefits of installing photovoltaic solar panels for the Animal Shelter and would like to present the research and findings to the City Council for consideration.

Proposed City Council Motion:

[Enter text here]

Background:

Zachary Burton has met on two occasions with City Staff and Councilmember Forte to discuss the potential of installing photovoltaic solar panels at the Animal Shelter. Zach would like to present the findings and benefits of this research to the City Council for consideration. Zach would request the City conduct a Request for Proposals to solicit proposals to install photovoltaic solar power at the facility to save energy costs and provide other benefits to the environment.

Presenter: Zachary Burton, Lee's Summit High School Student

# Solar Panel Proposal for Animal Control Facility

Zachary Burton

Senior at Lee's Summit High School

# What is the Problem?



- Climate Change
- Coal Pollution
- Estimated 2% increase in electric utility rates
- Endless electric utility expenses

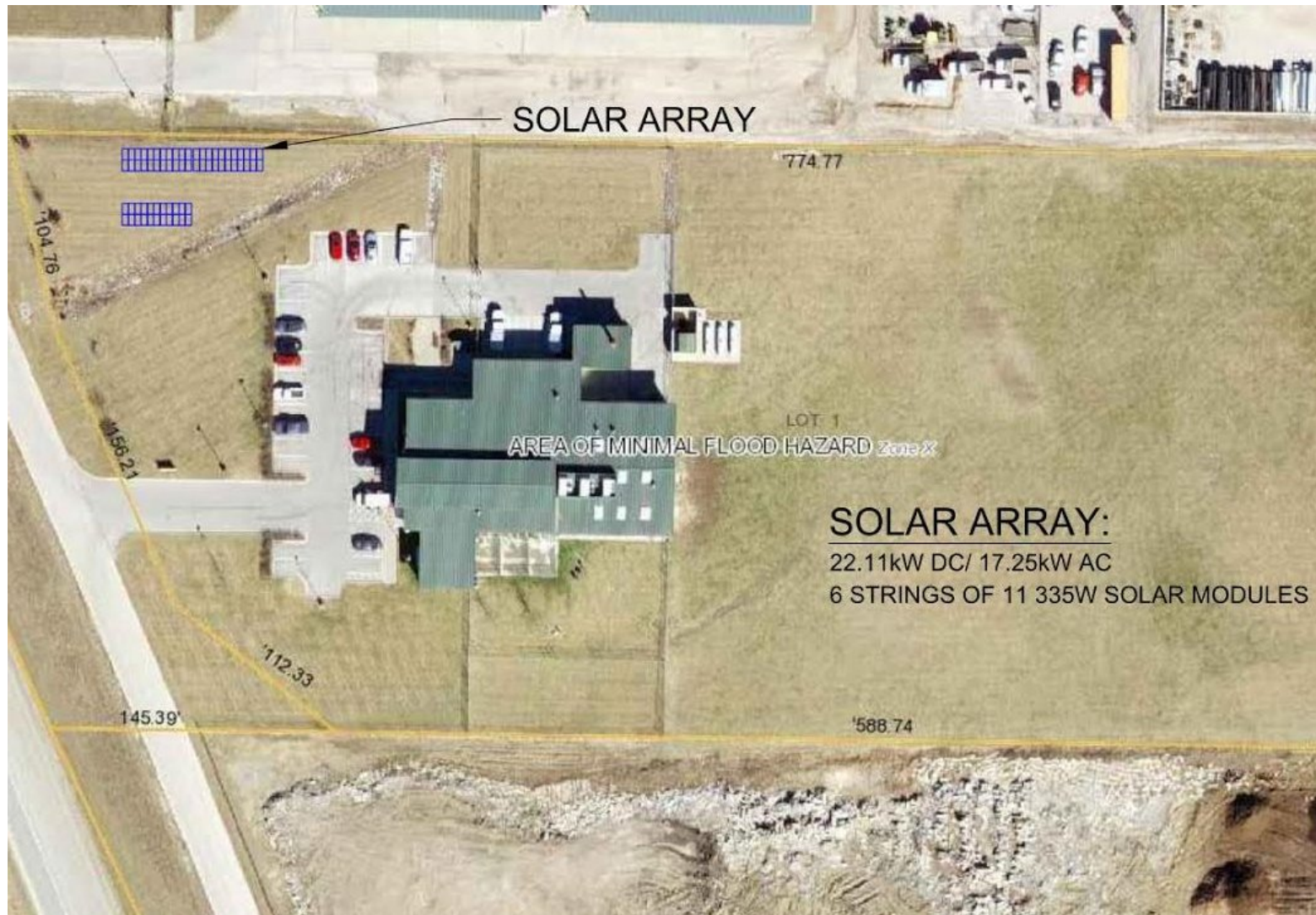
# A Solution to the Problem



## A 22kW DC Solar Ground Mount System

- Levelized cost of electricity for at least 30 years
- Solar power is clean and sustainable
- Displacing CO<sub>2</sub> emissions from annual electric use
- Over 30 years, 766,870 pounds of coal not burned

# Solar Array



# Success Story

Bainbridge Island, Washington has had solar panels on its city hall since 2012. It has made a positive impact on the city and its residents. "My husband, John Cunningham, and I invested in the Bainbridge Island City Hall Community Solar Project primarily because it combines an opportunity to support our community using a sustainable technology and an innovative local investment model. We need more and more examples of this kind leadership and thinking in our region. It's just plain smart" (Kathleen O'Brien: Bainbridge Island City Hall Community Solar Project participate).



# Consideration & Request

Seek proposals for installation of a ground mounted solar electric power system for the Animal Shelter Facility to reduce electricity costs and reduce the city's carbon footprint.

This could be seen as a showcase project for the City and can help raise public awareness of the benefits of solar electric power for Lee's Summit!

# **22.1kW DC Solar Ground Mount System**

## **Performance & Financial Analysis**

**June 15<sup>th</sup>, 2017**

for

Lee's Summit Animal Shelter  
1991 SE Hamblen Road  
Lee's Summit, MO 64082

Presented by:

Zachary Burton  
816-305-2151  
burtonzr@gmail.com

## Executive Summary

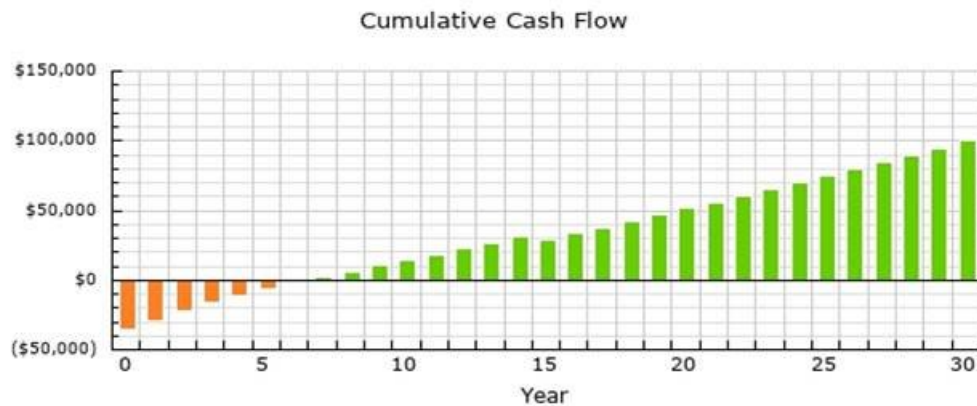
Electric Utility Savings: Anticipate a savings of approximately \$3,518 in electric bills (10%) at current utility rates in the first year. Savings will grow as electric utility rates are expected to rise 2.00% a year. The purchase of electric energy (kWh) from your utility is expected to be reduced by 10%.

Over 30 years, annual utility savings are anticipated to average \$4,331, for a total utility savings of \$129,918.

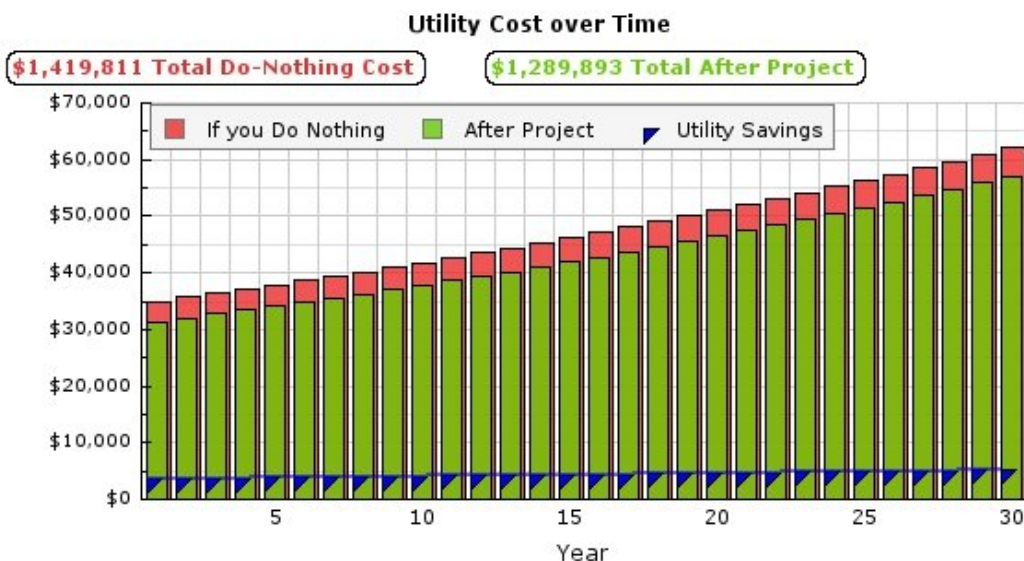
## Performance Summary

Solar Electric (PV) System: 22.1 kW DC (17.25 kW AC) producing 31,982 kWh/Year.

6 Strings of 11- 335 Watt Solar Panels

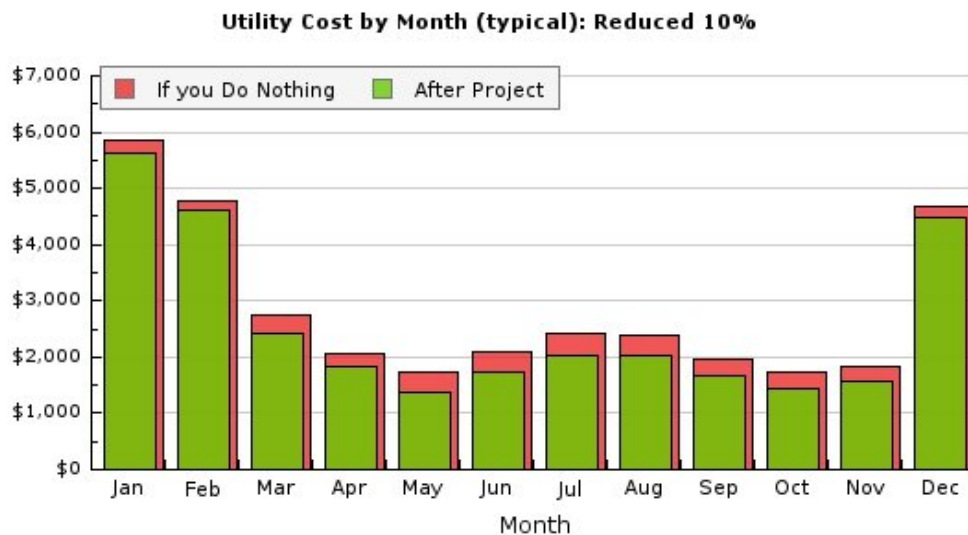


## The Cost of Doing Nothing



Your Hedge Against Utility Inflation: Your investment in this project will protect you from utility rate inflation.

## Utility Cost by Month



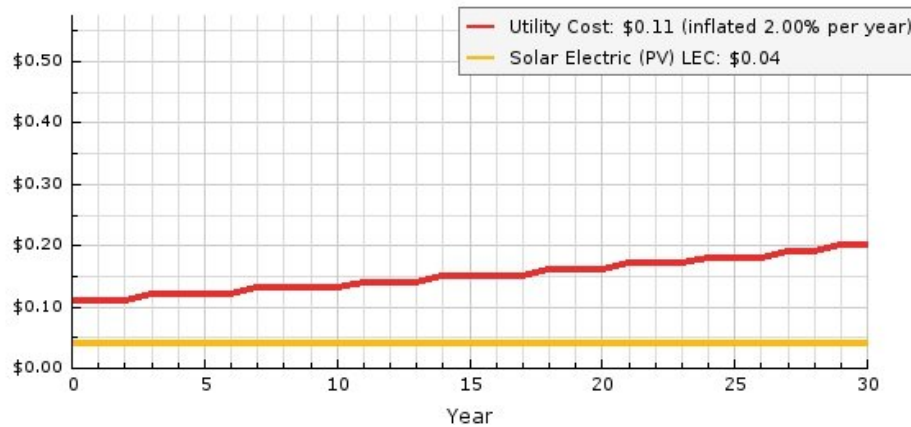
Includes monthly Net-Metering "True-Up" to reconcile any net-meter credits accumulated in prior month(s).

## Levelized Energy Cost (LEC)

Your Hedge Against Utility Inflation: Your investment in this project will protect you from utility rate inflation. Levelized Energy Cost (LEC) analysis provides us with a "hurdle rate" (the levelized energy cost) which can be compared to the expected change in utility rates (by way of utility rate inflation). LEC is the average lifetime cost of energy produced by a particular system. We can compare the LEC to the current utility rate and its expected change in price as time goes on. In this manner one can judge the investment as a "better bet" than utility rates to contain energy costs. Represented below is the average cost of utility energy versus the cost of energy produced (LEC) by your system over time.

### Electric: Levelized Energy Cost (LEC)

\$/kWh: Utility vs. System Levelized Energy Cost (LEC)



## Carbon Footprint

Your carbon footprint will be reduced. Over the life of your system 787 tons of carbon dioxide (CO<sub>2</sub>) will be eliminated from your footprint. Equivalent to:



**Planting 18,337 trees.**



**Driving reduced by 1,574,000 auto miles, or 80,274 gallons of gasoline.**



**Recycling 2,487 tons of waste instead of sending it to landfill.**



**Displacing CO<sub>2</sub> emissions from the annual electric use of 89 homes.**

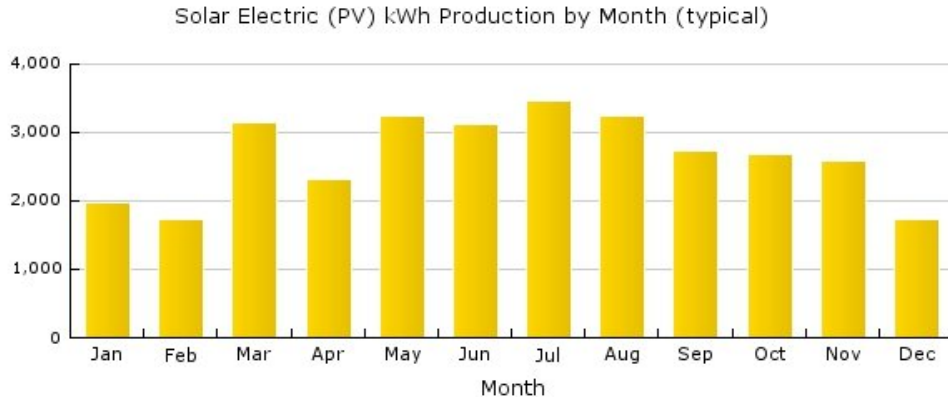


**766,870 pounds (383.4 tons) of coal burned.**



**and you will help avoid the use of up to 19,189,200 gallons of water by Thermoelectric Powerplants.**

# Solar Electric (PV) System Summary



Tilt: 25° Azimuth: 180°  
Rack/Gnd/Pole Mount  
Shade reduces production: 0%

PV Panels: 66 - 335 Watt Panels

Inverters: 3 x HiQ Solar, Model: TS208-5k75

Total Panel Area: 1,252 sq-ft

System Peak Power: 22.1 kW DC (17.25 kW AC)

Annual Production: 31,982 kWh. Supplying 10% of annual electric use

## Packet Information

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**File #:** BILL NO. 17-137, **Version:** 1

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AN ORDINANCE APPROVING CHANGE ORDER #1 - WITH PCi ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$105,089.40 AND AN ADDITIONAL 43 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$448,417.05 AND 103 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION.

Issue/Request:

AN ORDINANCE APPROVING CHANGE ORDER #1 - WITH PCi ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$105,089.40 AND AN ADDITIONAL 43 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$448,417.05 AND 103 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION

Key Issues:

- Removal of the concrete overlay exposed the extent of needed repair.
- Excessive quantity caused a reconsideration of the material type being used for the concrete patches.
- Extent of work being performed and the change in material type necessitate additional time being added to the contract

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE APPROVING CHANGE ORDER #1 - WITH PCi ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$105,089.40 AND AN ADDITIONAL 43 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$448,417.05 AND 103 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING CHANGE ORDER #1 - WITH PCi ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$105,089.40 AND AN ADDITIONAL 43 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$448,417.05 AND 103 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION

Background:

In 1991, the existing Main Street Bridge over Second Street received a 2 inch concrete overlay. In recent years, the concrete overlay began to indicate signs of failure. For this reason, it was decided to remove the existing 2 inch concrete overlay, repair any damage to the underlying structure and replace the 2 inch concrete overlay. Based on visual inspections of the underside of the deck, as well as the condition of the



concrete overlay, it was anticipated that the underlying bridge deck would require little repair. For bidding purposes, it was estimated that 10 percent of the underlying structure would need repairs. Following removal of the concrete overlay, it was discovered that nearly 100 % of the underlying structure had become saturated and is in need of repair.

Public Works Staff recommends an expedited change order to increase the amount of deck repair work on the Main Street Bridge over 2nd Street. This amount exceeds 5% of the contract value of \$334,000, thus a change order requires approval by Council. Following the normal change order process would require a work stoppage, and could impact Oktoberfest. The cause for the change order is removal of the existing concrete overlay exposed much larger area of deteriorated bridge deck that needs to be replaced. The project is funded from the permanent, ½-cent Transportation Sales Tax. There are sufficient funds for all options.

For this change order process, Staff has issued a Work Change Directive ordering the contractor to proceed with Option C, and then follow up the Directive with Change Order.

3 Options for construction were evaluated:

- (A) limit deck repairs to a smaller quantity,
- (B) Increase the project cost by \$225,000 using the polymer concrete in the bid, or
- (C) Change the concrete material, increase time, and increase cost by about \$106,000.

Option A is not recommended because it would not extend the life of the bridge. Options B and C will provide the same quality of product and expected service life. Option B will expedite concrete curing using an epoxy-polymer-concrete, but at a much higher cost. Option C will add about 4 to 6 weeks to allow for the 28-day cure time required for standard concrete.

Option C is recommended because of the cost savings outweighs the extended time required, and a similar service life will be achieved. Essentially, we are proposing to trade extended time for saving money, and achieve similar quality of work.

Presenter: Michael Anderson, Construction Manager

Recommendation: Staff recommends approval of an Ordinance approving Change Order #1 - with PCi Roads, LLC for the Bridge Maintenance FY17 project, an increase of \$105,089.40 and an additional 43 calendar days for a revised contract price of \$448,417.05 and 103 calendar days to reach substantial completion.

**BILL NO. 17-137**

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AN ORDINANCE APPROVING CHANGE ORDER #1 - WITH PCi ROADS, LLC FOR THE BRIDGE MAINTENANCE FY17 PROJECT, AN INCREASE OF \$105,089.40 AND AN ADDITIONAL 43 CALENDAR DAYS FOR A REVISED CONTRACT PRICE OF \$448,417.05 AND 103 CALENDAR DAYS TO REACH SUBSTANTIAL COMPLETION

WHEREAS, the City of Lee's Summit, Missouri ("City") has previously entered into a contract with PCi Roads, L.L.C. ("PCi") for the Bridge Maintenance FY17 Project (the "Project") being undertaken by the City's Public Works Department; and,

WHEREAS, an additional change order to the contract with PCi is necessary; and,

WHEREAS, this Change Order No. 1 authorizes additional half sole concrete deck repair; and,

WHEREAS, this Change Order No. 1 authorizes a material change for the half sole concrete deck repair; and,

WHEREAS, this Change Order No. 1 authorizes an additional 43 calendar days to the contract times; and,

WHEREAS, City Council approval is required because the value of Change Order 1 exceeds 5% of the awarded base contract amount.

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

SECTION 1. That the Change Order No. 1 to the contract between the City of Lee's Summit, Missouri and PCi Roads, L.L.C.. (City of Lee's Summit Contract No. 40632472) for the Bridge Maintenance FY17 Project, for an increase in price of \$105,089.40 for a revised contract price of \$448,417.05, and an additional 43 calendar days for a revised 103 calendar days to substantial completion, a true and accurate copy attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein, be and the same is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

**BILL NO. 17-137**

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

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
*City Attorney Brian W. Head*

# Change Order

No. 1

Date of Issuance: June 8, 2017 Effective Date: June 16, 2017

Project: Bridge Maintenance FY17	Owner: City of Lee's Summit, MO	Owner's Contract No: 40632472
Contract: Bridge Maintenance FY17	Date of Contract: April 26, 2017 NTP June 5, 2017	
Contractor: PCi Roads, LLC. 14123 42 Street St. Michael, MN 55376	Engineer's Project No.: In House	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Refer to **Reasons for Change** and **Change Spreadsheet** (Attached).

Attachments: (List documents supporting change):

## Reasons for Change

## Change Spreadsheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ 343,327.65	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>60 Days Aug 5, 2017</u> Ready for final payment (days or date): <u>75 Days August 20, 2017</u>
Increase from previously approved Change Orders No. 0 to No. 0 :  \$ 0.00	<b>[Increase] [Decrease]</b> from previously approved Change Orders No. NA to No. NA : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$ 343,327.65	Contract Times prior to this Change Order: NA Substantial completion (days or date): <u>60 cd's August 5, 2017</u> Ready for final payment (days or date): <u>75 cd's August 20, 2017</u>
Increase of this Change Order:  \$ 105,089.40	<b>Increase</b> of this Change Order: Substantial completion (days or date): <u>43 Calendar Days</u> Ready for final payment (days or date): <u>43 Calendar Days</u>
Contract Price incorporating this Change Order:  \$ 448,417.05	Contract Times with all approved Change Orders: NA Substantial completion (days or date): <u>103 cd's September 17, 2017</u> Ready for final payment (days or date): <u>118 cd's October 2, 2017</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	

**Bridge Maintenance FY17  
West Main Street Bridge**

**BID No. 40332472**

**Change Order No. 1 - Reasons for Changes**

**Eliminate Item 10A – Half Sole Repairs (Including Polymer Concrete)**

**Add Item 13C – Half Sole Repairs w/ Void Tubes B2 Concrete**

When the 2 inch concrete overlay was removed from the existing bridge deck, it was determined that nearly 100% of the bridge deck will require half sole repair. With this extensive repair, it is not feasible to utilize the epoxy polymer concrete for the patches. This change eliminates the use of epoxy polymer concrete for the half sole repair and substitutes a standard MoDOT B2 mix. The cost of patching an exposed void will be considered completely covered by the unit price for Half Sole Repairs w/ Void Tubes B2 Concrete.

**Contract Time**

With the change in material type for the half sole patching, a 28 cure period must be added between placing the Type B2 concrete and the epoxy polymer concrete. This is necessary to ensure an adequate bond of the new surface. Additionally, because of the extensive repairs required for the bridge deck, special repair zones will now be added to the contract. These special repair zones limit the area that can be repaired at any given time in order to maintain the structural integrity of the bridge deck. Before the contractor can move to a new zone, the adjacent zone must reach a compressive strength of 3200 psi. It is anticipated it will take 5 days to reach this strength. As a result, an additional 15 days are being added to the contract. In all, these changes result in a total of 43 days being added to the contract. These additional days only apply to completing the Mail Street Bridge. The substantial completion date for the Chipman Road Bridge remains unchanged.



## Packet Information

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**File #:** 2017-1269, **Version:** 2

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Conceptual Economic Development Incentive Request/Presentation - Pine Tree Plaza; NSI Investments LLC, Applicant

Issue/Request:

Conceptual Economic Development Incentive Request/Presentation - Pine Tree Plaza; NSI Investments LLC, Applicant

Key Issues:

In accordance with the City's adopted Economic Development Incentive Policy, NSI Investments LLC is presenting a conceptual incentive request for a proposed rehabilitation of the Pine Tree Plaza shopping center. The proposed development includes a new façade to the existing center, additional landscaping, and parking lot improvements. The proposed development is within the City initiated conceptual master plan area referred to as Envision LS. A Preliminary Development Plan is currently in the development approval process and pending City Council consideration. NSI Investments LLC is requesting incentives through the use of a Blighted Community Improvement District (CID) and imposing a sales and use tax of up to 1% on all taxable retail sales within its boundaries.

The proposed development is located within the M-291 South Targeted Planning Area.

The total estimated project cost is \$9.3 million and would include exterior improvements to the existing center including a new front façade, roofing, parking lot improvements, signage, ADA repairs, and landscaping. The applicant is proposing reimbursement for approximately \$2.8 million in project costs. See attached Exhibit A. City staff is recommending eligible reimbursement costs be limited to approximately \$2.6 million. See attached Exhibit B.

The applicant and staff are seeking City Council's feedback and direction prior to committing additional resources necessary to formally prepare and present the plan for formal consideration by the City Council.

Proposed City Council Motion:

I move to direct the applicant and staff to continue to prepare the economic development incentive request for formal consideration by City Council.

Background:

On November 3, 2016, the City Council adopted a Master Development Plan, known as EnVision LS, for an area generally bounded by Pine Tree Plaza on the north, Adesa and adjacent properties fronting South M-291 Highway on the west, on the south by 16th Street east of South M-291 and Union Pacific Railroad on the east. The Council also approved the rezoning of the property to Planned Mixed Use (PMIX), at the same meeting.

On March 2, 2017, the Council adopted the Envision LS Area Development Plan Design Standards.

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On April 21, 2017, NSI Investments LLC submitted a Petition for the Creation of a Community Improvement District to be known as PINETREE COMMUNITY IMPROVEMENT DISTRICT to City Staff for review.

On May 22, 2017, NSI Investments LLC and City Staff had a meeting to discuss the originally proposed CID Petition.

On May 23, 2017, NSI Investments LLC withdrew the originally proposed CID Petition.

On May 24, 2017 a "red-lined" CID Five Year Plan was requested by NSI Investments LLC.

On May 26, 2017 a redraft of the CID Five Year Plan was submitted to NSI Investments LLC.

On May 31, 2017 NSI Investments submitted a revised CID Five Year Plan.

On June 2, 2017 Gilmore & Bell, P.C. submitted the current draft CID Five Year Plan to NSI Investments LLC. This draft is included as Exhibit D.

At this time, the applicant has submitted an application for Preliminary Development Plan and is scheduled to be considered in a public hearing by the Planning Commission on June 13, 2017 and is scheduled to be considered in a public hearing by the City Council on July 13, 2017.

Presenter:

Trent Overhue, NSI Investments, LLC - Applicant

Rich Wood, Gilmore & Bell - Economic Development Counsel for the City

City Staff



## Pinetree Community Improvement District Project Estimates

Description	Total Project Cost	
	Estimates	CID Project Estimates
Acquisition of Land and Existing Buildings	\$ 3,937,000	
<b>Exterior Improvements:</b>		
Front Façade	\$ 1,690,000	\$ 1,690,000
Roofing	\$ 595,380	\$ 595,380
Paving and Landscaping:		
Parking Lot	\$ 221,225	\$ 221,225
Signage - at front of center	\$ 49,000	\$ 49,000
Signage - along Jefferson	\$ 35,000	\$ -
Landscape	\$ 150,000	\$ 150,000
Lighting	\$ 150,000	\$ -
Handicap/Repair broken curbing	\$ 105,000	\$ 105,000
Site Work	\$ 50,000	
Storm Water Improvements	\$ 35,000	
Current Price Chopper into Three Suites		
Demo, New HVAC, Gas, Electric, Sewer, Water Meters, Restrooms for each Suite, Concrete Flooring, Dividing Walls, Divide out building into two separate tenants and get to white box condition	\$ 1,125,000	
<b>Vacant Unit Improvements:</b>		
Suite 276, 280, 286, 298	\$ 100,000	
Suite 300 - Planet Fitness	\$ 300,000	
Suite 300 - Harbor Fitness	\$ 250,000	
Suite 300 - Middle Section	\$ 200,000	
Suite 306, 316, 318, 324, 340, 354	\$ 255,000	
Capitalized Interest (From      to      )		
Cost of Issuance (i.e. accounting, legal, etc.)		
Contingency/Professional Fees	\$ 60,000	\$ -
<b>Total Project Costs</b>	<b>\$ 9,307,605</b>	<b>\$ 2,810,605</b>

30.2%

rehabilitate any building or structure owned by Petitioner in order to remediate the blighting conditions existing within the District. The District is authorized to provide funding for, undertake the public improvements, and demolish and remove, renovate, reconstruct or rehabilitate buildings or structures owned by Petitioner within the District in order to remediate the blighting conditions existing within the District, set forth in the column labelled “CID Project Estimates” in the Project Budget below, (which are hereafter referred to as the “Project”):

<b>Pine Tree Community Improvement District Project Estimates</b>		
<b>Description</b>	<b>Total Project Cost Estimates</b>	<b>CID Project Estimates</b>
Acquisition of Land and Existing Buildings	\$3,937,000	
<b>Exterior Improvements:</b>		
Front Façade	\$1,690,000	\$1,690,000
Roofing	\$595,380	\$595,380
Paving and Landscaping:		
Parking Lot	\$221,225	\$221,225
Signage – at front of center	\$49,000	
Signage – along Jefferson	\$35,000	
Landscape	\$150,000	
Lighting	\$150,000	
Handicap/Repair broking curbing	\$105,000	\$105,000
Site Work	\$50,000	
Storm Water Improvements	\$35,000	
Current Price Chopper into Three Suites		
Demo, New HVAC, Gas, Electric, Sewer, Water Meters, Restrooms for each Suite, Concrete Flooring, Dividing Walls, Divide out building into two separate tenants and get to white box condition	\$1,125,000	
Vacant Unit Improvements:		
Suite 279, 280, 286, 298	\$100,000	
Suite 300 – Planet Fitness	\$300,000	
Suite 300 – Harbor Fitness	\$250,000	
Suite 300 – Middle Section	\$200,000	
Suite 306, 316, 318, 324, 340, 354	\$255,000	
Capitalized Interest (From     to     )		
Cost of Issuance (i.e. accounting, legal, etc.)		
Contingency/Professional Fees	\$60,000	
<b>Total Project Costs</b>	<b>\$9,307,605</b>	<b>\$2,611,605</b>

**28.1%**

## PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

To the City of Lee's Summit, Missouri:

The undersigned petitioner (the "**Petitioner**") is the owner or representative of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter described community improvement district, and (b) per capita of all owners of real property within the hereinafter described community improvement district. Petitioner hereby petitions and requests that the City of Lee's Summit, Missouri (the "**City**"), create a community improvement district as described herein, to be known as the **PINE TREE COMMUNITY IMPROVEMENT DISTRICT** (the "**District**"), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**").

1. The proposed District is contiguous and located entirely within the City.
2. A legal description of the proposed District is set forth as **Exhibit A**, attached hereto and incorporated herein by reference. A map illustrating the boundaries of the proposed District is set forth as **Exhibit B**, attached hereto and incorporated herein by reference.
3. The name of the proposed District is the Pine Tree Community Improvement District.
4. The proposed District consists of one (1) parcel, as more particularly described in **Exhibit A** and **Exhibit B**, attached hereto and incorporated by reference herein.
5. The proposed District consists of approximately 12.2 acres and all real property located within the proposed District has a total current assessed value of \$2,411,646, per the preliminary 2017 assessment notice.
6. The Petitioner represents more than 50% per capita of all owners of the real property located within the boundaries of the District, and more than 50% of all real property within the boundaries of the proposed District by assessed value.
7. Property within the District is located within the US 50/M291 Urban Renewal Project Area, declared as a blighted area pursuant to the provisions of the Land Clearance for Redevelopment Authority Law, Sections 99.300 through 99.660 RSMo., as amended, and City Ordinance NO. 7108, incorporated herein by reference
8. The proposed District shall be formed as a political subdivision governed by a board of directors composed of five directors appointed by the Mayor, with the consent of the City Council. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2(1)-(2) of the CID Act. In addition, so long as NSI Investments LLC owns any interest in real property within the District, at least three of the five directors shall be legally authorized representatives of NSI Investments LLC. Two of the directors shall

always be representatives of the City of Lee's Summit. Successor directors shall be appointed in the same manner. Successor directors shall serve for a term of four years.

9. The initial directors and their respective terms of office shall be as follows:

<b>Name</b>	<b>Initial Term</b>
<u>Trent Overhue</u>	Four years
<u>Tammy Miller</u>	Four years
<u>Adam Winquist</u>	Two years
<u>City Representative</u>	Two years
<u>City Representative</u>	Two years

The date of appointment of each of the initial directors shall be the date of passage of an ordinance by the City establishing the District.

10. Petitioner ~~does not seek~~ the limitations on the borrowing capacity of the District stated in the attached five-year plan.
11. Petitioner does not seek limitations on the revenue generation of the District.
12. The District shall have all powers provided in the CID Act, except as otherwise provided in this Petition.
13. The proposed District may, upon approval by the qualified voters of the District, impose a sales and use tax (the "**Sales Tax**") at a rate of up to of one percent (1%) on all eligible retail sales made in the proposed District in accordance with Section 67.1545 of the CID Act, for the duration permitted by the CID Act.
14. The Petitioner does not intend to petition the District for the levy of special assessments and, therefore, the maximum rates of special assessments proposed in this Petition are zero.
15. The Petitioner does not intend to submit real property taxes or business license taxes to the qualified voters for approval and, therefore, the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.
16. A five-year plan stating a description of the purposes of the proposed District, ~~the services it will provide,~~ the improvements it will make and an estimate of costs of these ~~services and~~ improvements to be incurred (collectively, the "**CID Project**"), is set forth in **Exhibit C**, attached hereto and incorporated herein by reference. It is anticipated that the District will use the CID Revenues to finance and reimburse those eligible CID Project costs incurred on its behalf.
17. The estimated cost of the CID Project is \$2,611,605 ~~\$2,810,605~~ (excluding costs of financing, underwriters' fees and discounts, costs of printing any notes, bonds or other

obligations and any official statements relating thereto, ~~costs of credit enhancement, if any,~~ interest, capitalized interest, debt service reserves and the fees of any rating agency, placement fees, or other costs of issuance of any obligations issued by the proposed District), as further defined in **Exhibit C**, attached hereto and incorporated herein by reference.

18. The term of the District shall be ~~from the date of establishment by the City until all of the obligations that the District issues to finance and reimburse all of the eligible CID Project costs incurred within the boundaries of the District have been fully redeemed in accordance with the terms of the CID Act, provided that the term of the District shall in no event be longer than~~ 205 years.
19. The signatures of the signers to this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.
20. Petitioner respectfully requests that the proposed District be established pursuant to the CID Act.

Dated this \_\_\_ day of June, 2017.





DRAFT



## EXHIBIT A

### CID LEGAL DESCRIPTION

TRACT 1: A tract of land in the Northeast quarter of Section 7, Township 47, Range 31, in Lee's Summit, Jackson County, Missouri, more particularly described as follows:

Commencing at the Southwest corner of the East one half of the Northeast Quarter of said Section 7; thence North 0 degrees 00 minutes 00 Seconds East, along the West line of the East one half of said Northeast Quarter of said Section 7, 990.24 feet to a point on the West line of Mission Road, said point being the Southeast corner of Lot 116, of Lots 109 to 117, BAYLES ADDITION, a subdivision in the City of Lee's Summit, Jackson County, Missouri and being the Northeast corner of the second of the two tracts described in Document No. I-584524 in Book I-1341 at page 1036, and being the point of beginning; thence South 0 degrees 00 minutes 00 seconds East along the West line of the East one half of the Northeast quarter of said Section 7 and the West line of Mission Road, a distance of 74.83 feet to the Northwest corner of the tract as described in Document No. I-584525 in Book I-1341 at page 1037; thence North 88 degrees 45 minutes 20 seconds East, along the North line of said tract, 789.36 feet to the Northeast corner of said tract; thence South 1 degree 14 minutes 40 seconds East, along the East line of said tract, 102.01 feet to the Northwest corner of the tract as described in document No. I-604652 in Book I-1380 at Page 2240; thence North 88 degrees 45 minutes 20 seconds East, along the North line of said tract, 125.07 feet; thence North 1 degree 14 minutes 40 seconds West, along said Northerly line, 11.00 feet thence North 88 degrees 45 minutes 29 seconds East, along said Northerly line 101.07 feet to the Northeast corner of said tract, and being on the West line of Jefferson Street; thence South 5 degrees 06 minutes 12 seconds East, along the West line of Jefferson Street, 169.90 feet to the Southeast corner of the tract as described in Document No. 678928 in Book 1226 at Page 318 thence South 88 degrees 45 minutes 20 seconds West, along the south line of said tract, 300.00 feet to the Southwest corner of said tract and being on the East line of the tract as described in Document No. I-5584524 in Book I-1341 at Page 1036; thence South 5 degrees 06 minutes 12 seconds East, along said East line and the East line of the tract as described in Document No. I-344326 in Book I-867 at Page 1796, 323.75 feet to the Southeast corner of said tract and the Northerly right-of-way line of U.S. Highway 50; thence South 87 degrees 41 minutes 37 seconds West along said Northerly right-of-way line, 9.91 feet; thence South 87 degrees 56 minutes 47 seconds West, along said Northerly right-of-way line 179.91 feet thence North 80 degrees 08 minutes 13 seconds West along said Northerly right-of-way line, 199.27 feet; thence North 62 degrees 52 minutes 34 seconds West along said Northerly right-of-way line, 689.64 feet; thence continuing along said Northerly right-of-way line Northwesterly on a 5,663.62 feet radius chord curve to the right at a distance of 271.94 feet (long Chord = North 61 degrees 16 minutes 58 seconds West 271.91 feet) to a point on a curve on the Easterly line of Madison Street; thence Northeasterly on a 193.27 feet radius curve to the left a distance of 281.01 feet (Long chord = North 49 degrees 50 minutes 23 seconds East 256.90 feet) along the East line of said Madison Street to the Southwest corner of Lot 117 of Lots 109 to 117, BAYLES ADDITION said being the Northwest corner of the second of the two tracts described in Document: No. I-58424 in Book I-1341 at Page 1036; thence North 89 degrees 23 minutes 32 seconds East, along the South line of Lots 117 and 116 a distance 280.63 feet to the Point of Beginning except the following described tract.

TRACT 2: A parcel of land in the East half of the Northeast quarter of section 7, Township 47, Range 31, Jackson County, Missouri described as commencing at the Southwest corner of said East half, thence North 00 degrees 00 minutes 00 seconds East along the West line of said East half a distance of 567.86 feet to the North right-of-way line of Missouri U.S. Highway 50; thence South 62 degrees 52 minutes 34 seconds East along said Right-of-way line a distance at 180.64 feet to the Point of Beginning; thence North 27 degrees 05 minutes 39 seconds East a distance of 112.00 feet; thence South 62 degrees 52 minutes 34 seconds East a distance of 75.25 feet; thence South 27 degrees 05 minutes 39 seconds West a distance of 112.00 feet to the North right-of-way line Missouri U.S. Highway 50; thence North 62 degrees 52 minutes 34 seconds West along said right-of-way line a distance of 75.25 feet to the Point of Beginning.

**EXHIBIT B**

**BOUNDARY MAP OF THE PROPOSED DISTRICT**



|

**EXHIBIT C**

**Five Year Plan**

(Attached hereto.)

DRAFT

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FIVE YEAR PLAN

PINE TREE  
COMMUNITY IMPROVEMENT DISTRICT

LEE'S SUMMIT, MISSOURI

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Pursuant to Section 67.1421.2(d) of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, the following is a five-year plan for the proposed Pinetree Community Improvement District Lee's Summit, Missouri which contains the following: (a) a description of the purposes of the proposed District; (b) a description of the improvements it will make and (c) an estimate of costs of the services and improvements to be incurred.

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## **SECTION I: INTRODUCTION**

NSI Investments, LLC, a Missouri limited liability company, (the “Petitioner”) proposes to redevelop the Pine Tree Community Improvement District (the “District”) pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”). Section 67.1421 of the CID Act requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year Plan (the “Plan”) is presented in order to comply with the statutory requirement referenced above.

Generally, a community improvement district is a statutory tool a municipality may implement in order to allow a specific area or section of the municipality to fund (either in part or in whole) certain improvements and services within certain defined boundaries by securing a portion of the area’s own economic activity.

This Plan contains the following: (1) a description of the purposes of the District, (2) a description of the improvements it will make, (3) an estimate of the costs of the improvements, and (4) a timeline for creation of the District, implementation of its funding sources and financing of the improvements. This Plan is an integral and composite part of the Petition for the Creation of a Community Improvement District (the “Petition”) to which it is attached.

## **SECTION II: PURPOSES OF THE DISTRICT**

The proposed District consists of two (2) parcels, totaling approximately 12.2 acres of real property, owned or under contract by the Petitioner. The proposed District is located within the City of Lee’s Summit, Missouri (the “City”). The proposed improvements to be undertaken by the District are intended to compliment the vision and strategic directions of numerous planning documents adopted by the City, including the City’s Comprehensive Plan (2005) as amended, Historic Preservation Plan (2002), and the Land Clearance Redevelopment Authority Strategic Plan, (2011).

The District is proposed as a political subdivision of the State of Missouri and, pursuant to the CID Act, is empowered to finance a number of improvements within its boundaries. The District may also contract with the Petitioner to demolish and remove, renovate, reconstruct or rehabilitate any building or structure owned by Petitioner in order to remediate the blighting conditions existing within the District and thereby serve a public purpose. These improvements, as well as the demolition and removal, renovation, reconstruction and rehabilitation of any building or structure, will be paid from revenues of taxes imposed by the District within its boundaries.



The District is proposed to raise revenues by imposing an additional sales and use tax (the “District Sales Tax”) at a rate of up to one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services. The imposition of the District Sales Tax is subject to approval by the qualified voters within the District. To the extent that there are no registered voters within the District, the CID Act provides that the qualified voters are the owners of one or more parcels of real property located within the District per the county tax records as of the thirtieth day before the date of the applicable election. Once the District is established by ordinance of the City, the District’s board of directors will submit the question of whether it shall be authorized to impose the District Sales Tax to the qualified voters for approval.

The District shall be governed by a board of directors, which shall consist of five members, two of which will be representatives of the City, and shall have all powers set forth in the CID Act as further described in the Petition, including without limitation the following:

- (a) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the CID Act and the Revised Statutes of the State of Missouri;
- (b) Developing funding sources, including the imposition of the District Sales Tax in order to pay for the costs and expenses of the District in a manner authorized by the CID Act;
- (c) Providing such accountings, reports, and communications as required by the CID Act;
- (d) Employing or contracting for necessary agents, attorneys, engineers, appraisers, construction managers, environmental inspectors and experts of various types and descriptions in order to obtain competent plans and contracts for the construction of the improvements as described in this Plan;
- (e) Contract with the Petitioner to demolish and remove, renovate, reconstruct or rehabilitate any building or structure owned by Petitioner in order to remediate the blighting conditions existing within the District and thereby serve a public purpose; and
- (f) Exercising any authorized purpose of the District pursuant to and in accordance with the CID Act.

### **SECTION III: IMPROVEMENTS**

The District may undertake public improvements as defined in the CID Act. The District may also contract with the Petitioner to demolish and remove, renovate, reconstruct or

rehabilitate any building or structure owned by Petitioner in order to remediate the blighting conditions existing within the District. The District is authorized to provide funding for, undertake the public improvements, and demolish and remove, renovate, reconstruct or rehabilitate buildings or structures owned by Petitioner within the District in order to remediate the blighting conditions existing within the District, set forth in the column labelled “CID Project Estimates” in the Project Budget below, (which are hereafter referred to as the “Project”):

<b>Pine Tree Community Improvement District Project Estimates</b>		
<b>Description</b>	<b>Total Project Cost Estimates</b>	<b>CID Project Estimates</b>
Acquisition of Land and Existing Buildings	\$3,937,000	
<b>Exterior Improvements:</b>		
Front Façade	\$1,690,000	\$1,690,000
Roofing	\$595,380	\$595,380
Paving and Landscaping:		
Parking Lot	\$221,225	\$221,225
Signage – at front of center	\$49,000	
Signage – along Jefferson	\$35,000	
Landscape	\$150,000	
Lighting	\$150,000	
Handicap/Repair broking curbing	\$105,000	\$105,000
Site Work	\$50,000	
Storm Water Improvements	\$35,000	
Current Price Chopper into Three Suites		
Demo, New HVAC, Gas, Electric, Sewer, Water Meters, Restrooms for each Suite, Concrete Flooring, Dividing Walls, Divide out building into two separate tenants and get to white box condition	\$1,125,000	
Vacant Unit Improvements:		
Suite 279, 280, 286, 298	\$100,000	
Suite 300 – Planet Fitness	\$300,000	
Suite 300 – Harbor Fitness	\$250,000	
Suite 300 – Middle Section	\$200,000	
Suite 306, 316, 318, 324, 340, 354	\$255,000	
Capitalized Interest (From     to     )		
Cost of Issuance (i.e. accounting, legal, etc.)		
Contingency/Professional Fees	\$60,000	
<b>Total Project Costs</b>	<b>\$9,307,605</b>	<b>\$2,611,605</b>

**28.1%**



The District is not authorized to make any improvements or provide any services other than those listed in the column labelled “CID Project Estimates” in the Project Budget above. In order to undertake the improvements set forth above, pursuant to Section 67.1461 of the CID Act, the District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its boundaries, personal property, or any interest in such property. The District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The District may dedicate to the City, with the City’s consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use. In addition, the District may enter into one or more agreements with the City for the purpose of abating any public nuisance within the boundaries of the District, including without limitation the stabilization, repair or maintenance or demolition and removal of buildings or structures, provided that the City has declared the existence of a public nuisance.

The Project will be undertaken in connection with the Petitioner’s redevelopment, operation, and maintenance of a retail center within the boundaries of the District.

The CID Act mandates that existing City services will continue to be provided within a proposed District at the same level as before the District was created (unless services are decreased throughout the City) and that any District services shall be in addition to existing City services. The Petitioner anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish. Without the additional funding provided by the District, the Petitioner would not be able to adequately develop, operate and maintain the Project.

**SECTION IV: ESTIMATE OF REVENUES AND COSTS**

**Revenues** - It is anticipated the District will collect approximately \$150,000 in District Sales Tax revenues in 2018 with the objective of growing retail sales as the Project is completed and the Petitioner is able to secure tenants for the development. District Sales Tax revenues are projected to grow over time and produce the revenue set forth in the following chart:

CID Sales Tax Rate	1.000%									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross CID Sales Tax Revenue	150,000	185,000	237,581	239,957	242,357	244,780	247,228	249,700	252,197	254,719
2% Timely Pymt Discount	(3,000)	(3,700)	(4,752)	(4,799)	(4,847)	(4,896)	(4,945)	(4,994)	(5,044)	(5,094)
Net CID Sales Tax Revenue	\$ 147,000	\$ 181,300	\$ 232,830	\$ 235,158	\$ 237,510	\$ 239,885	\$ 242,283	\$ 244,706	\$ 247,153	\$ 249,625

The District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the Project. District Sales Tax revenues may be used to fund in part either direct costs of the Project or financing costs of the Project, or both, although it is anticipated that the District will issue obligations to finance the costs of the Project.

On an annual basis, the District Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the District, the amount of which will be determined by the District's Board of Directors in connection with the adoption of the annual budget of the District, and (b) second, to fund the costs of the Project or any obligations issued by the District to finance the costs of the Project. This formula will be applied throughout the term of the District.

**Expenditures** - The estimated cost of the Project is \$2,611,605. The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories, but the maximum amount of District Sales Tax revenues which may be used to reimburse the costs of the Project will be capped at \$2,611,605, plus costs of issuance and accrued interest on any obligations issued by the District to finance the Project.

**Financing of Project Costs** - To fund any or all of its activities in connection with the Project, the District may (1) pledge its revenues to the repayment of loans obtained by any entity for the purpose of funding the costs of the Project, (2) borrow money from any public or private source for the purpose of funding the costs of the Project, or (3) issue obligations and provide security for repayment of the same as provided in the CID Act, provided that the District shall obtain the written approval of the City prior to borrowing any money from any public or private source or issuing obligations where the proceeds will be used to repay the costs of the Project. It is anticipated that the Petitioner will enter into a contract with the District, pursuant to which the Petitioner will undertake the Project and the District will agree to issue obligations to reimburse the Petitioner for the costs of the Project. Any obligations of the District shall have a maturity date that is no more than 20 years from the date of issuance or the expiration of the term of the District, whichever is less. The principal amount of the District's obligations shall not exceed \$2,611,605, plus the costs of issuance of the obligations. The borrowing rate of any borrowing from any public or private source shall bear interest at a rate not to exceed the United States Department of Treasury Daily Long-Term Composite Rate as of the initial date of issuance of the obligations.

**SECTION V: DISTRICT TIMELINE**

**YEAR ONE (2017)** – The District will coordinate with the Petitioner to undertake the Project in conjunction with the Petitioner's redevelopment, operation and maintenance of a retail center within the boundaries of the District. It is anticipated the Project will be completed within one year after the date of the City's adoption of an ordinance creating the District. The District will implement the District Sales Tax, monitor the collection of the District Sales Tax by the retailers within the boundaries of the District and apply such District Sales Tax as provided for in Section IV of this Plan. The District will review and approve the Petitioner's eligible Project costs as such costs are incurred. The District may engage a third-party administrator to assist in any or all of the above activities.

**Year Two (2018)** – The District will confirm Petitioner's completion of the Project and will review and approve the remainder of Petitioner's eligible Project costs. The District will issue its obligations to reimburse the Petitioner for such costs. The District will continue to monitor

the collection of the District Sales Tax by the retailers within the boundaries of the District and apply such District Sales Tax as provided for in Section IV of this Plan.

Year Three (2019) – The District will continue to monitor the collection of the District Sales Tax by the retailers within the boundaries of the District and apply such District Sales Tax as provided for in Section IV of this Plan. The District will examine the potential for the issuance of bonds to refund any obligations previously issued to the Petitioner.

Year Four (2020) – The District will continue to monitor the collection of the District Sales Tax by the retailers within the boundaries of the District and apply such District Sales Tax as provided for in Section IV of this Plan. The District will examine the potential for the issuance of bonds to refund any obligations previously issued to the Petitioner.

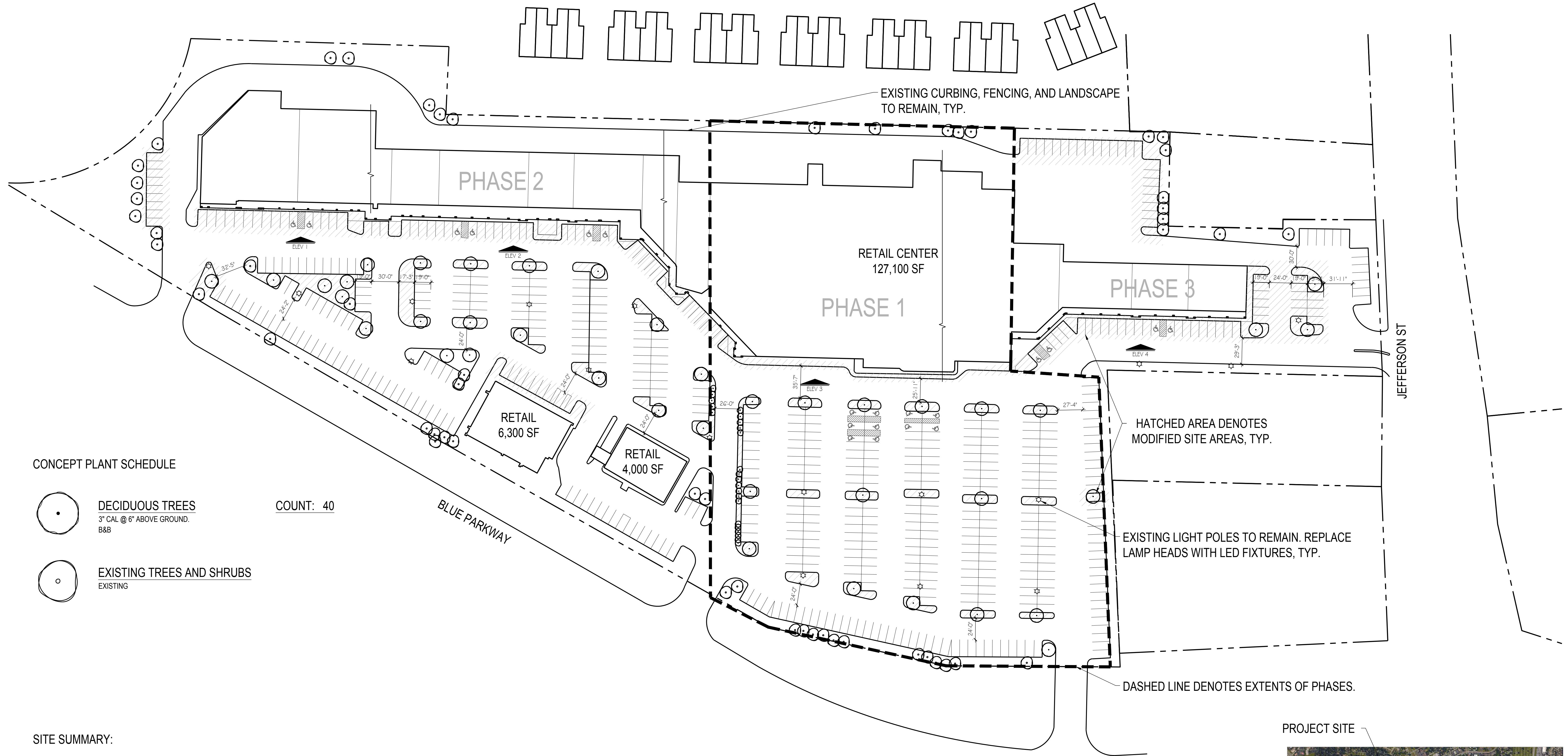
Year Five (2021) – The District will continue to monitor the collection of the District Sales Tax by the retailers within the boundaries of the District and apply such District Sales Tax as provided for in Section IV of this Plan. The District will examine the potential for the issuance of bonds to refund any obligations previously issued to the Petitioner. The District may engage a third-party administrator to assist in any or all of the above activities.



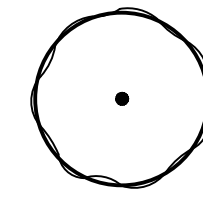
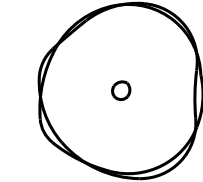


## FORMER GROCER FACADE RENOVATION





CONCEPT PLANT SCHEDULE

- 
**DECIDUOUS TREES**  
 3" CAL @ 6" ABOVE GROUND.  
 B&B  
**COUNT: 40**
- 
**EXISTING TREES AND SHRUBS**  
 EXISTING

SITE SUMMARY:

BUILDING SF:  
 RETAIL CENTER: 127,100 SF  
 RETAIL PAD 1: 6,300 SF  
 RETAIL PAD 2: 4,000 SF

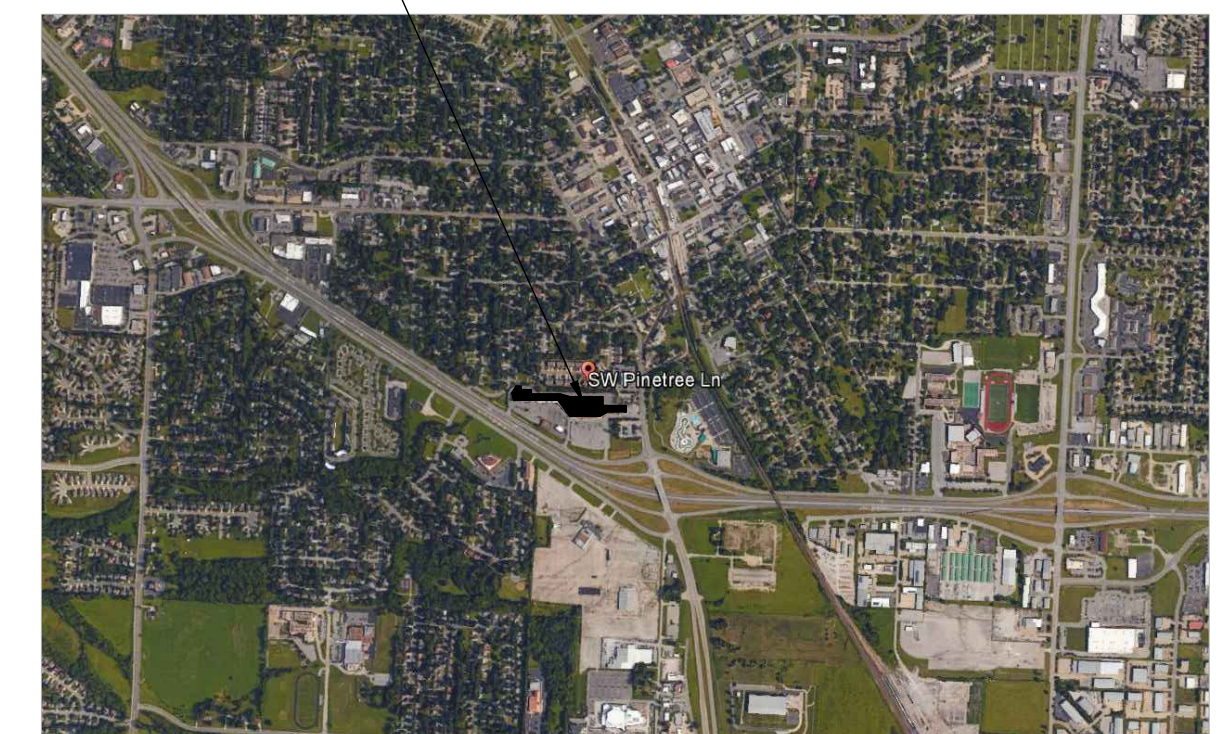
TOTAL EXISTING GLA: 137,400 SF

PARKING:  
 CURRENT PARKING LAYOUT: 616 STALLS  
 PROPOSED PARKING LAYOUT: 606 STALLS

CURRENT PARKING LAYOUT: 4.48 CARS / 1000 SF  
 PROPOSED PARKING LAYOUT: 4.41 CARS / 1000 SF

HATCHED AREA DENOTES MODIFIED SITE AREAS, TYP.  
 EXISTING LIGHT POLES TO REMAIN. REPLACE LAMP HEADS WITH LED FIXTURES, TYP.  
 DASHED LINE DENOTES EXTENTS OF PHASES.

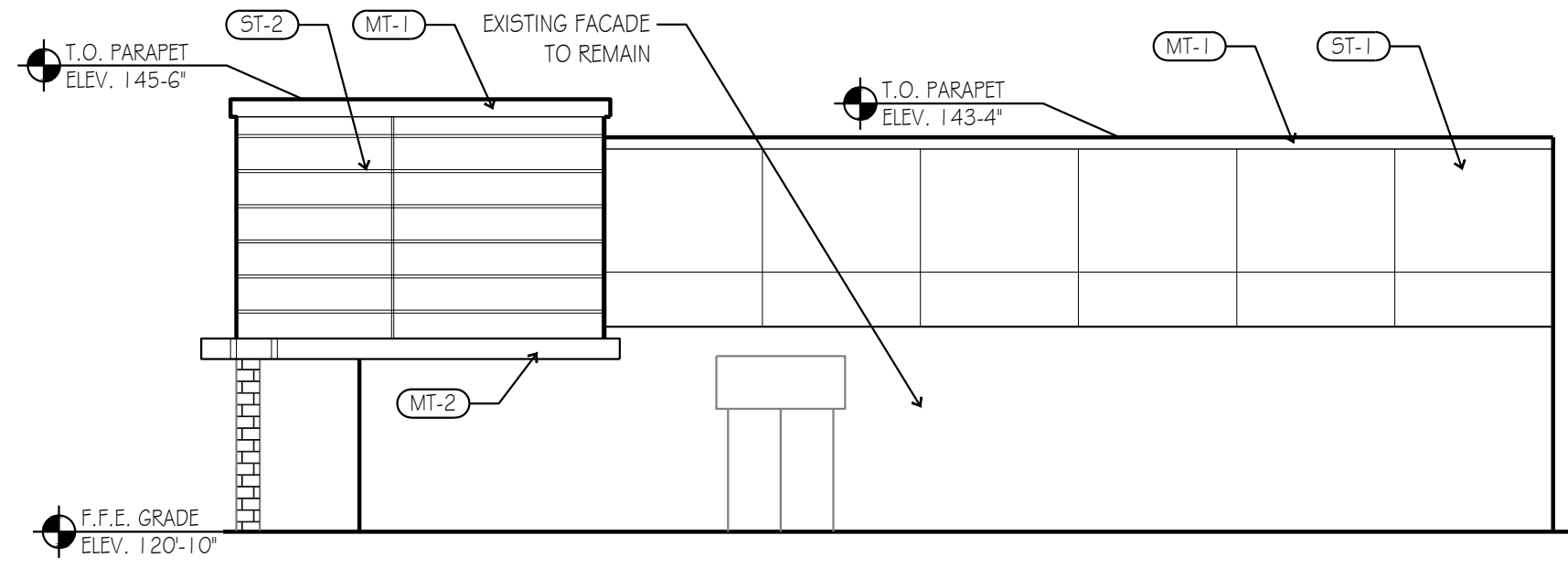
PROJECT SITE



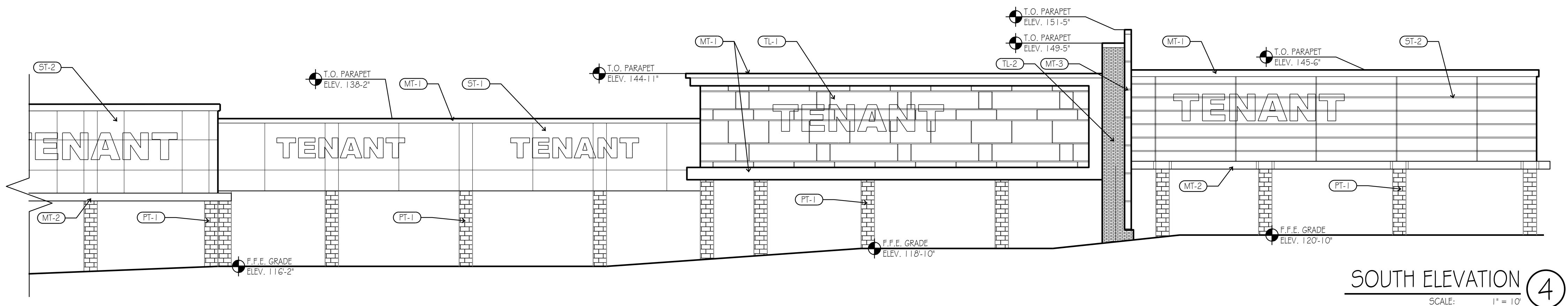
VICINITY MAP - NOT TO SCALE



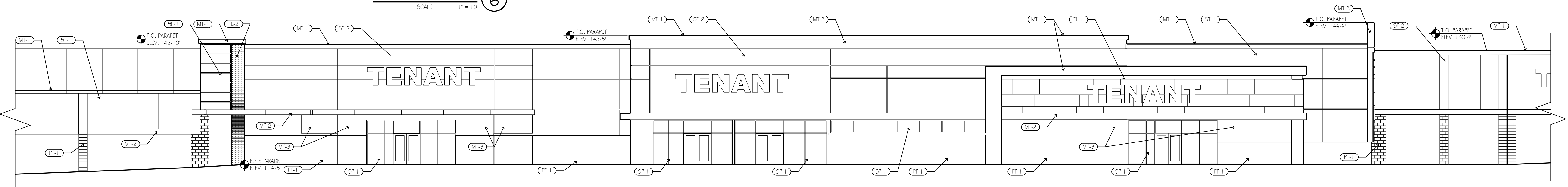
FINISH SCHEDULE				
SYMBOL	MATERIAL	MANUFACTURER	COLOR	TEXTURE / FINISH
TL-1	TILE VENEER	TBD	TAN	TBD
TL-2	TILE VENEER	TBD	BIEGE	TBD
PT-1	PAINT	TBD	TAN	PAINT EXISTING SPLIT FACE CMU
MT-1	ALUMINUM	TBD	CLEAR ANODIZED	TBD
MT-2	ALUMINUM	TBD	DARK BRONZE	TBD
MT-3	METAL CLADDING	TBD	WOOD GRAIN	TBD
ST-1	STUCCO	TBD	BIEGE	TBD
ST-2	STUCCO	TBD	DARK GRAY	TBD
SF-1	STOREFRONT GLAZING	TBD	GREEN	TBD



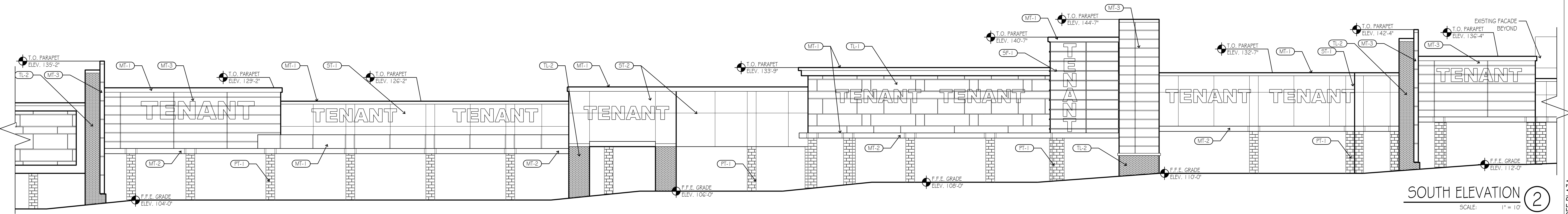
EAST ELEVATION ⑥  
SCALE: 1" = 10'



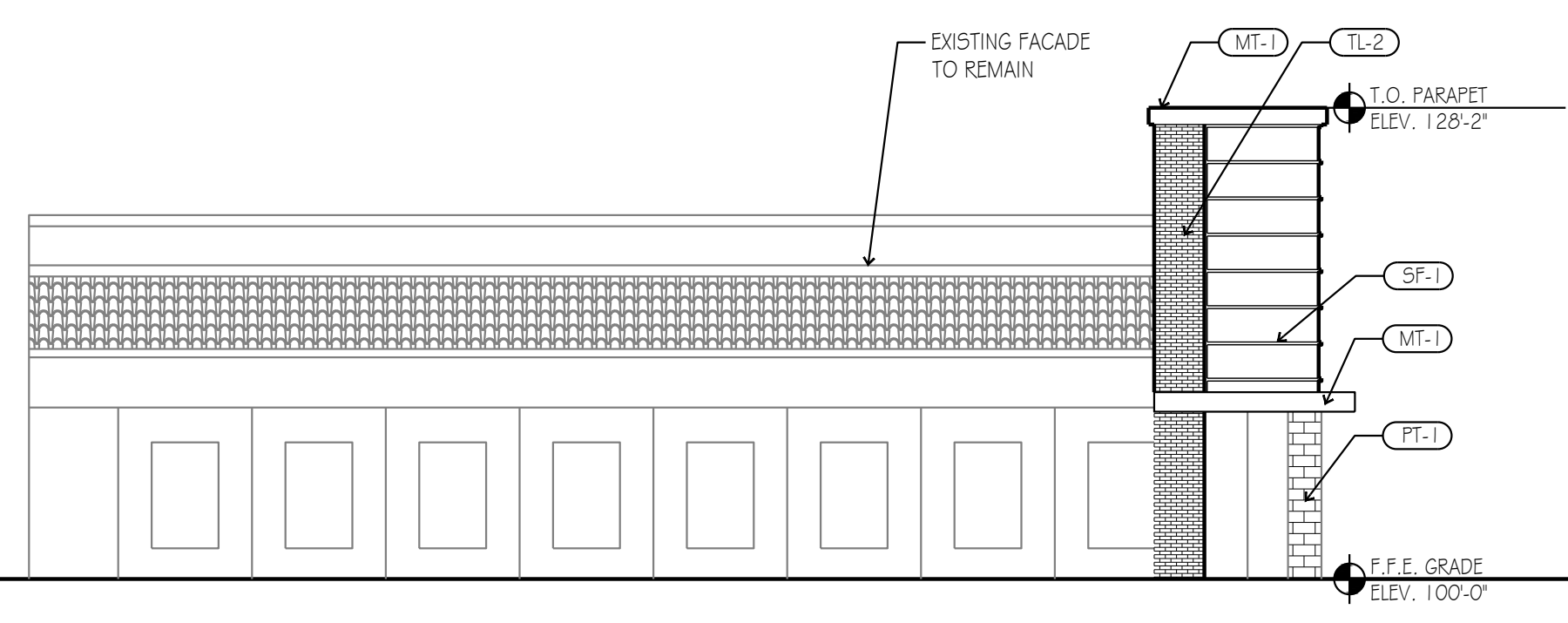
SOUTH ELEVATION ④  
SCALE: 1" = 10'



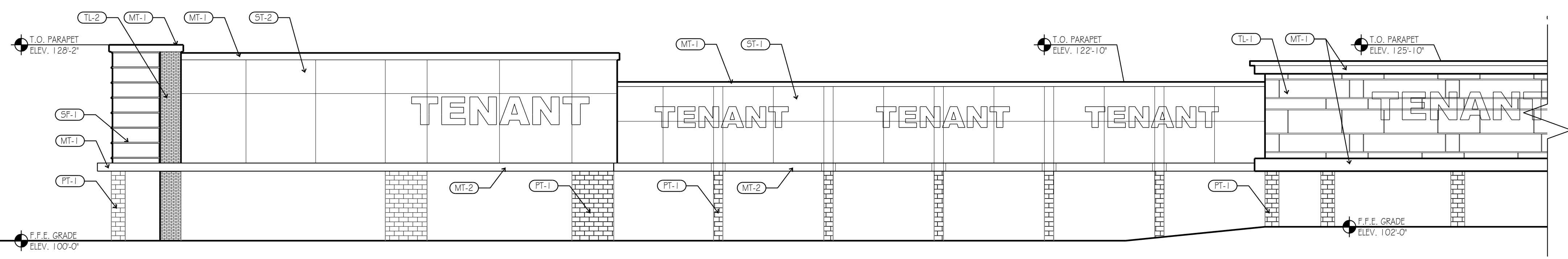
SOUTH ELEVATION ③  
SCALE: 1" = 10'



SOUTH ELEVATION ②  
SCALE: 1" = 10'



WEST ELEVATION ⑤  
SCALE: 1" = 10'



SOUTH ELEVATION ①  
SCALE: 1" = 10'

# A200 - ELEVATIONS

SCALE: 1" = 10'

## Packet Information

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**File #:** BILL NO. 17-138, **Version:** 1

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AN ORDINANCE APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND NSI INVESTMENTS LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND NSI INVESTMENTS LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

Key Issues:

In April of 2017 NSI Investments LLC (Developer) began discussions with staff to pursue a Community Improvement District (CID) for the rehabilitation of the Pine Tree Plaza shopping center. Since this time, the Developer has continued to refine the CID Plan and is prepared to submit a Petition for the Creation of a Community Improvement District pending the outcome of the Conceptual Economic Incentive request scheduled for June 15, 2017.

In accordance with the City's Economic Development Incentive Policy, the Developer desires to enter into this funding agreement to pursue the CID Petition and execution of a CID Contract for the Pine Tree Plaza development.

Proposed City Council Motion:

First motion: AN ORDINANCE APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND NSI INVESTMENTS LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY, I move for second reading.

Second motion: AN ORDINANCE APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND NSI INVESTMENTS LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY, I move for adoption.

Background:

On November 3, 2016, the City Council adopted a Master Development Plan, known as EnVision LS, for an area generally bounded by Pine Tree Plaza on the north, Adesa and adjacent properties fronting South M-291 Highway on the west, on the south by 16th Street east of South M-291 and Union Pacific Railroad on the east. The Council also approved the rezoning of the property to Planned Mixed Use (PMIX), at the same meeting.

On March 2, 2017, the City Council adopted the Envision LS Area Development Plan Design Standards.

At this time, the applicant has submitted an application for Preliminary Development Plan and is scheduled to be considered in a public hearing by the Planning Commission on June 13, 2017 and is scheduled to be considered in a public hearing by the City Council on July 13, 2017.

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**File #:** BILL NO. 17-138, **Version:** 1

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Recommendation: Staff recommends approval of the ordinance



## **BILL NO. 17-138**

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AN ORDINANCE APPROVING A COMMUNITY IMPROVEMENT DISTRICT FUNDING AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND NSI INVESTMENTS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit (the "City") is a charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the City Council; and,

WHEREAS, NSI Investments, LLC (the "Developer") is a Missouri limited liability company; and,

WHEREAS, pursuant to the Missouri Community Improvement District Act, Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"), the Developer proposes that the City consider and approve a community improvement district for the construction of improvements associated with the development of land generally located in the northwest quadrant of Southwest Blue Parkway and Southwest Jefferson Street and west of U.S. Highway 50 within the City (the "Project") (the Developer's request for the CID approval is referenced herein as the "Application"); and,

WHEREAS, the City does not have a source of funds to finance costs incurred by them, in the form of additional City staff time, legal, fiscal, planning, and other consultants or for direct out-of-pocket expenses and other costs resulting from services rendered to the Developer to review, evaluate, consider and process the Application; and,

WHEREAS, in order for the City to fully consider and evaluate the Developer's Application, the Developer seeks to deposit funds with the City to be used by the City to pay for actual and reasonable out-of-pocket expenses necessary to perform a full evaluation of the Application.

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

SECTION 1. The Community Improvement District Funding Agreement, which is attached hereto as Exhibit A and incorporated herein by reference (the "Funding Agreement"), is hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Funding Agreement on behalf of the City.

SECTION 3. City officers and agents are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

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

**BILL NO. 17-138**

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PASSED by the City Council for the City of Lee's Summit, Missouri, this 15th day of June, 2017.

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of June, 2017.

ATTEST:

\_\_\_\_\_  
Mayor *Randall L. Rhoads*

\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*

EXHIBIT A

COMMUNITY IMPROVEMENT DISTRICT FUNDING AGREEMENT

[ATTACHED]

## FUNDING AGREEMENT

This **FUNDING AGREEMENT** (“**Funding Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the **CITY OF LEE’S SUMMIT, MISSOURI** (the “**City**”), and **NSI INVESTMENTS, LLC**, a Missouri limited liability company (the “**Developer**”).

### **RECITALS**

**WHEREAS**, the City is a charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the City Council; and

**WHEREAS**, the Developer is a Missouri limited liability company and is authorized to conduct business in the State of Missouri; and

**WHEREAS**, pursuant to the Missouri Community Improvement District Act, Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “**CID Act**”), the Developer proposes that the City consider and approve a community improvement district for the construction of improvements associated with the development of land generally located in the northwest quadrant of Southwest Blue Parkway and Southwest Jefferson Street and west of U.S. Highway 50 within the City (the “**Project**”) (the Developer’s request for the CID approval is referenced herein as the “**Application**”); and

**WHEREAS**, the City does not have a source of funds to finance costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs resulting from services rendered to the Developer to review, evaluate, consider and process the Application; and

**WHEREAS**, it is the City’s policy that a Developer who desires assistance from the City in a public-private partnership through the use of economic incentive tools shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

**WHEREAS**, in order for the City to fully consider and evaluate the Developer’s Application, the Developer seeks to deposit funds with the City to be used by the City to pay for actual and reasonable out-of-pocket expenses necessary to perform a full evaluation of the Application.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by the City.** The City shall:
  - A. Prepare or consult with the Developer on the preparation and consideration of the Application;
  - B. Give all notices, make all publications and hold hearings as may be required by applicable laws in order to consider the Application;
  - C. Provide necessary staff, legal, financial, and planning assistance to prepare, evaluate and present the requested actions to the City and to prepare and present required ordinances to the City Council for the Application;

D. If the Developer's requested actions are approved, provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer and the City for implementation of the Application (the "**CID Agreement**"), which may also include related contracts for other approved public funding sources;

E. If a CID Agreement is executed, provide the necessary staff, legal, financial and planning assistance to administer the approved public funding mechanisms and any contracts executed to provide for the operation and administration of the approved public funding tools.

2. **Initial Deposit.** The City acknowledges receipt of Ten Thousand Dollars (\$10,000.00) (the "**Deposit**") from the Developer in connection with this Funding Agreement. The Deposit shall be treated as a deposit with the City pursuant to the terms and conditions of this Funding Agreement. The City shall disburse the Deposit as set forth in **Section 3** and shall bill the Developer pursuant to **Section 4** to re-establish the Deposit so that there is always a minimum cash balance of Ten Thousand Dollars (\$10,000.00) available, from which additional disbursements may be made as required.

3. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds (as defined below) for reimbursement to the City of actual and reasonable costs incurred by the City in connection with the performance of its obligations under this Funding Agreement. Such disbursements shall occur on or before the thirtieth (30th) day of each month.

4. **Additional Funding.** Following any disbursements pursuant to **Section 3**, the City shall submit to the Developer an itemized statement evidencing the actual and reasonable costs paid by the City to perform its obligations hereunder, including copies of invoices for such expenditures. The Developer shall pay the City the amounts set forth on such statements (the "**Additional Funds**") within thirty (30) days of receipt thereof, provided that before a vote by the City Council for approval or disapproval of the CID or the CID Agreement, or any other measure associated with the Application, the Developer shall deposit with the City, upon notice from the City, sufficient Additional Funds to pay all outstanding expenses incurred hereunder and replenish the amount on deposit with the City to the amount set forth in **Section 2**. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid (but in no event shall such penalty exceed twenty-four percent (24%) per annum) and the City shall be relieved of any and all obligations to perform hereunder until paid or the City may terminate this Funding Agreement pursuant to **Section 7**.

5. **Consultants.** The City and the Developer agree that the City will use Gilmore & Bell, P.C. as its special legal counsel to assist with the performance of its services hereunder. In the event the City seeks to engage other consultants to assist with the performance of its services hereunder, the City shall advise the Developer in writing. Such written notice shall include the name of the consultant, the service to be performed, and an estimate of the costs expected. If the Developer, in writing, within five (5) business days from receipt of the City's notice, objects to either the consultant named or the service to be performed, the City and Developer shall negotiate in good faith to resolve the Developer's objections. If the City and Developer cannot agree on the consultant to be used or the service to be performed, then this Funding Agreement shall be subject to termination under **Section 7**.

6. **Term.** The provisions of this Funding Agreement shall apply until such time as (i) the City and the Developer execute a CID Agreement which provides for the termination of this Funding Agreement and the terms and conditions under which the City's ongoing services shall be funded or (ii) this Funding Agreement is terminated pursuant to **Section 7**.

7. **Termination.**

A. **Termination by the City.** In the event the Developer fails to perform any of its obligations herein, the City may terminate this Funding Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Funding Agreement, including, but not limited to, the City's processing of Developer's Application. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph C of this Section.

B. **Termination by the Developer.** The parties hereto acknowledge that the Developer may determine to abandon the Application. Upon written notice of abandonment by the Developer, this Funding Agreement shall terminate and the City may terminate any other agreement between the parties. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph C of this Section.

C. **Wrap-Up After Early Termination.** Upon termination pursuant to paragraphs A or B of this Section, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all actual and reasonable expenses incurred under this Funding Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement with the Developer. Upon such termination, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in **Section 4**. After termination of this Funding Agreement pursuant to paragraphs A or B of this Section, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by the City, or reimbursed to the City, shall be returned to the Developer.

8. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Funding Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

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

To the Developer:

NSI Investments, LLC  
c/o Trent Overhue  
601 E South  
Ozark, Missouri 65721

With a copy to:

City of Lee's Summit  
City Hall, 220 SE Green Street  
Lee's Summit, Missouri 64063  
Attn: City Attorney

With a copy to:

Howard L. Neuhaus  
3934 N. 90th Street  
Omaha, Nebraska 68134

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

9. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's

property. The parties agree that execution of this Funding Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development projects cannot be contractually guaranteed. This Funding Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Application and approvals for the Application in accordance with all applicable laws any other projects with respect to development of the redevelopment area and Developer's property.

10. **Legal Representation.** The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's expenses under this Funding Agreement. Developer further understands that legal counsel paid pursuant to this Funding Agreement is legal counsel for the City and acknowledges the duties of confidentiality and loyalty to the City.

11. **Subsequent Developers.** In the event the City selects another developer of record pursuant to a request for proposals to carry out the Application, the City shall require the subsequent developer to assume all obligations of the Developer under this Funding Agreement as of the date that the subsequent developer is designated as the developer of record and to reimburse the Developer for its expenditures under this Funding Agreement.

12. **Assignment.** This Funding Agreement may not be assigned by any party without the prior written consent of the other party. No assignment, unless specifically provided for in such consent, shall relieve the assigning party of any liability pursuant to this Funding Agreement. This Funding Agreement shall be binding upon the parties and their successors and permitted assigns.

*[Remainder of this Page Intentionally Left Blank]*

The parties hereto have caused this Funding Agreement to be executed by their duly authorized representatives the day and year first above written.

**CITY OF LEE'S SUMMIT, MISSOURI**

By: \_\_\_\_\_  
Randy Rhoads, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

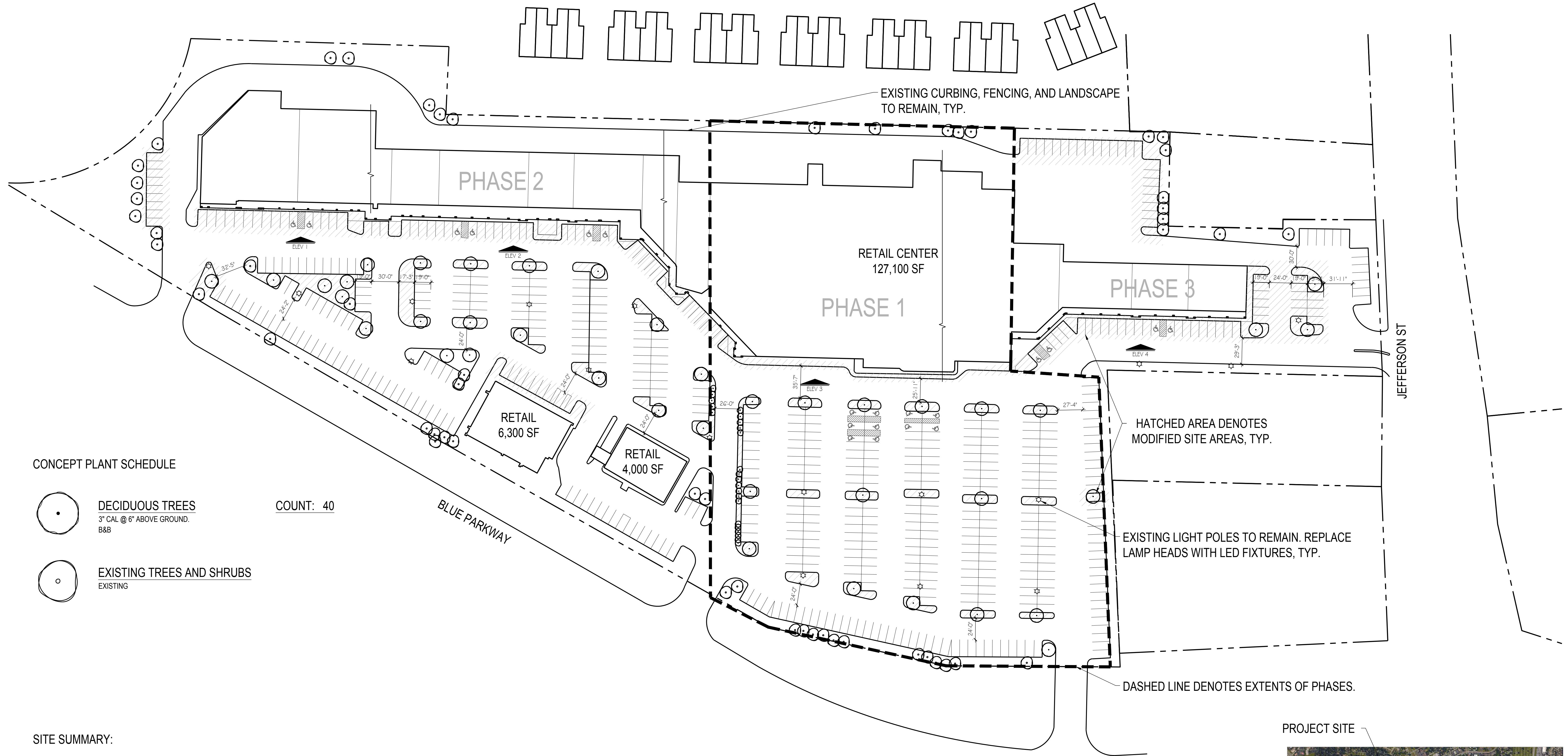
**NSI INVESTMENTS, LLC**

By: \_\_\_\_\_

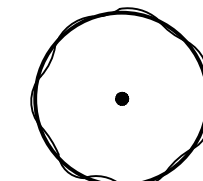
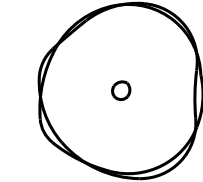
Name: \_\_\_\_\_

Title: \_\_\_\_\_





CONCEPT PLANT SCHEDULE

-  DECIDUOUS TREES  
3" CAL @ 6" ABOVE GROUND.  
B&B
  -  EXISTING TREES AND SHRUBS  
EXISTING
- COUNT: 40

SITE SUMMARY:

BUILDING SF:  
 RETAIL CENTER: 127,100 SF  
 RETAIL PAD 1: 6,300 SF  
 RETAIL PAD 2: 4,000 SF

TOTAL EXISTING GLA: 137,400 SF

PARKING:  
 CURRENT PARKING LAYOUT: 616 STALLS  
 PROPOSED PARKING LAYOUT: 606 STALLS

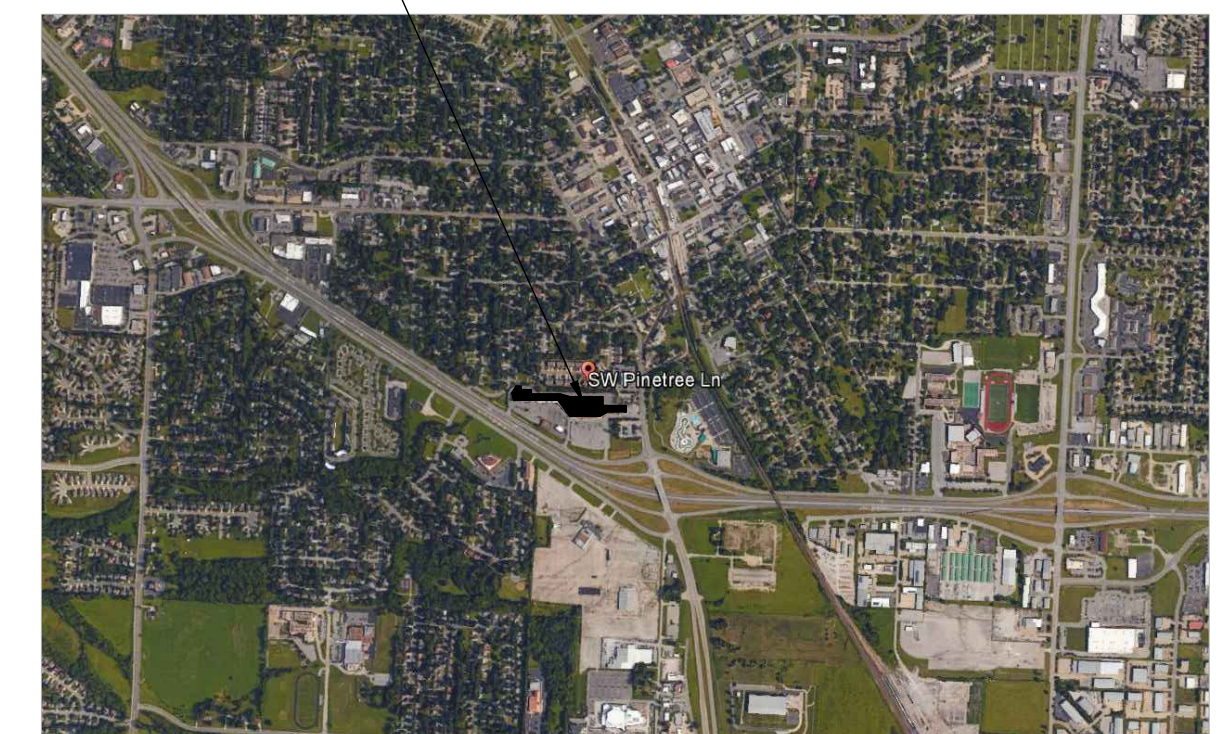
CURRENT PARKING LAYOUT: 4.48 CARS / 1000 SF  
 PROPOSED PARKING LAYOUT: 4.41 CARS / 1000 SF

HATCHED AREA DENOTES MODIFIED SITE AREAS, TYP.

EXISTING LIGHT POLES TO REMAIN. REPLACE LAMP HEADS WITH LED FIXTURES, TYP.

DASHED LINE DENOTES EXTENTS OF PHASES.

PROJECT SITE



VICINITY MAP - NOT TO SCALE

## Packet Information

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**File #:** 2017-1224, **Version:** 1

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Presentation of the Compensation and Benefit Study

Issue/Request:

Presentation of the Compensation and Benefit Study

Key Issues:

TL Cox, Vice President, for Springsted will present draft information from the 2016-2017 Compensation and Benefit Study. Following the presentation, staff will discuss a proposed implementation plan.

Proposed City Council Motion:

N/A

Background:

On November 17, 2016, the City Council approved a contract with Springsted Inc. to conduct a compensation and benefits study. The purpose of this study is to review the compensation and benefits provided for City employees and compare those to the competitive market.

Presenter: TL Cox, Vice President | Springsted Inc.

Recommendation: N/A Presentation Only

Committee Recommendation: N/A



# Public Sector Advisors





# LEE'S SUMMIT

## M I S S O U R I

### City of Lee's Summit, Missouri Compensation Philosophy and Study

TL Cox, Senior Vice President

June 15, 2017

# Agenda

- ✓ Scope of Services
- ✓ Benchmark Organizations
- ✓ Analyzing Salary Survey Data
- ✓ Findings
- ✓ Total Compensation Comparison
- ✓ Benefits Contribution/FTE
- ✓ Corrective Actions
- ✓ Draft Compensation Philosophy and Next Steps

# Scope of Services

- ✓ Project Initiation and Data Collection
- ✓ Employee Communication Sessions
- ✓ Development of Classification System
- ✓ Salary and Benefits Survey and Development of Pay Plan
- ✓ Implementation Strategy and Staff Training
- ✓ Final Report

# Benchmark Organizations

Lee's Summit Survey Respondents
Ankeny, IA
Blue Springs, MO
Central Jackson County Fire Protection District
Consolidated Fire District No. 2 NE Johnson County, KS
Independence, MO
Johnson County, KS
Kansas City, MO
Lawrence, KS
Lenexa, KS
O'Fallon, MO
Olathe, KS
Shawnee, KS
Private Sector Data, Including WaterOne

# Analyzing Salary Survey Data

- ✓ Match jobs based on content (essential functions and minimum qualifications)
- ✓ Establish tests for statistical validity and calculate weighted averages
- ✓ Determine average market range spreads (i.e. distance from pay range minimum to pay range maximum)
- ✓ Compare external market data with internal placement
- ✓ Sworn police and fire: compare average market range minimums and maximums by rank



# Findings – Civilian Salaries

- ✓ Internal relationships (i.e. the alignment of City positions) did not fully reflect job duties and minimum qualifications
- ✓ Market competitiveness varies by position, though Lee's Summit's current salary ranges are, on average, below market
- ✓ Average market range spreads are different than those found in Lee's Summit's current structures.

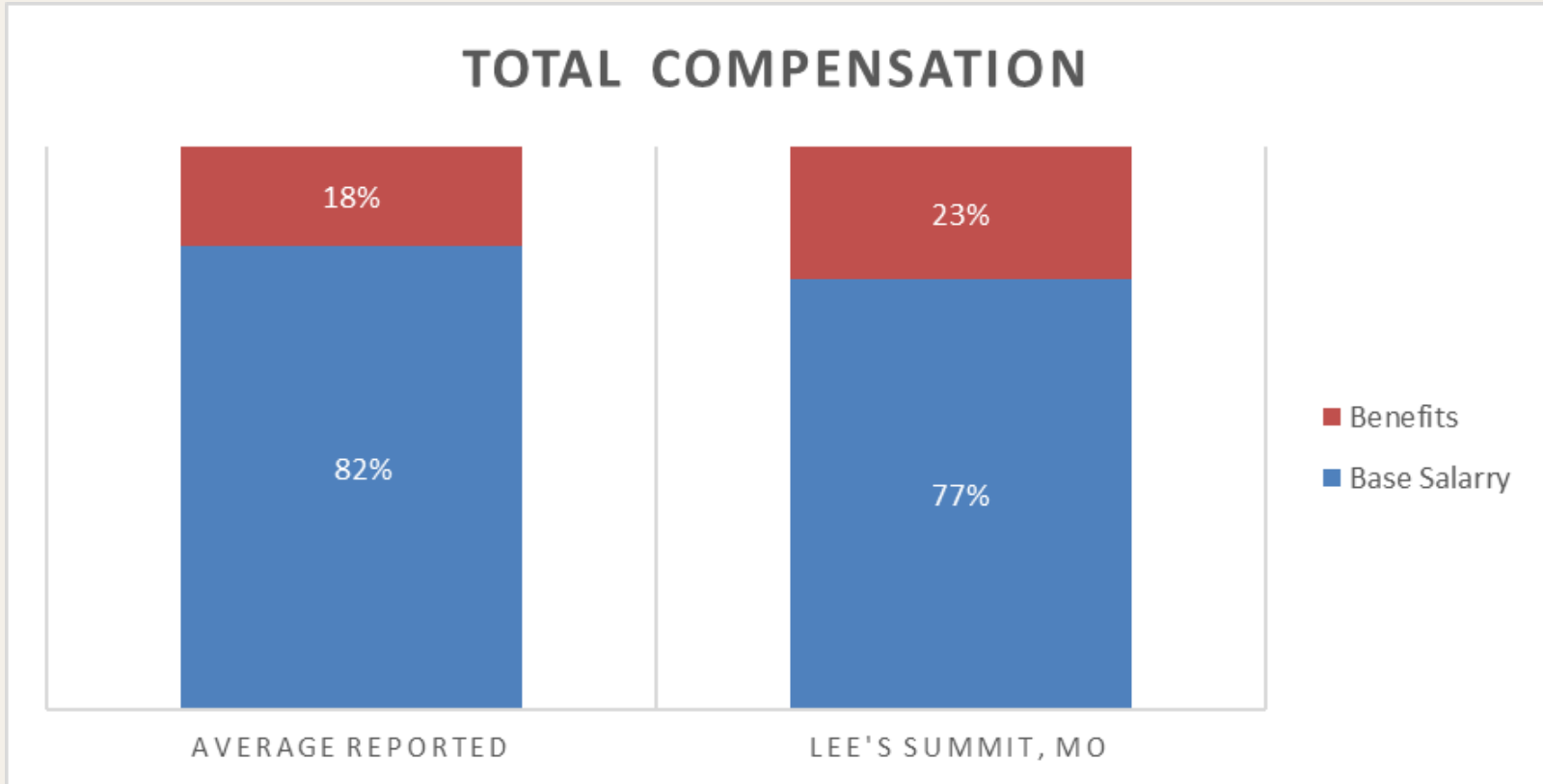
# Findings – Police and Fire Salaries

- ✓ Market competitiveness varies by rank, though Lee's Summit's current range minimums and maximums are, on average, below market
- ✓ Assistant Fire Chief II, Fire Captain II, Fire Specialist, Police Major II, Police Sergeant II, and Police Officer II did not have sufficient market matches to draw statistically valid comparisons
- ✓ Additional survey work being conducted for Master Police Officer I and II
- ✓ Average market range spreads are different than those found in Lee's Summit's current structures. Discrepancies of particular note:
  - ✓ Firefighter → **(-12%)**
  - ✓ Fire Captain I → **+28%**
  - ✓ Police Officer I **(-19%)**
  - ✓ Police Sergeant I → **+23%**
  - ✓ Police Major I **(-12%)**

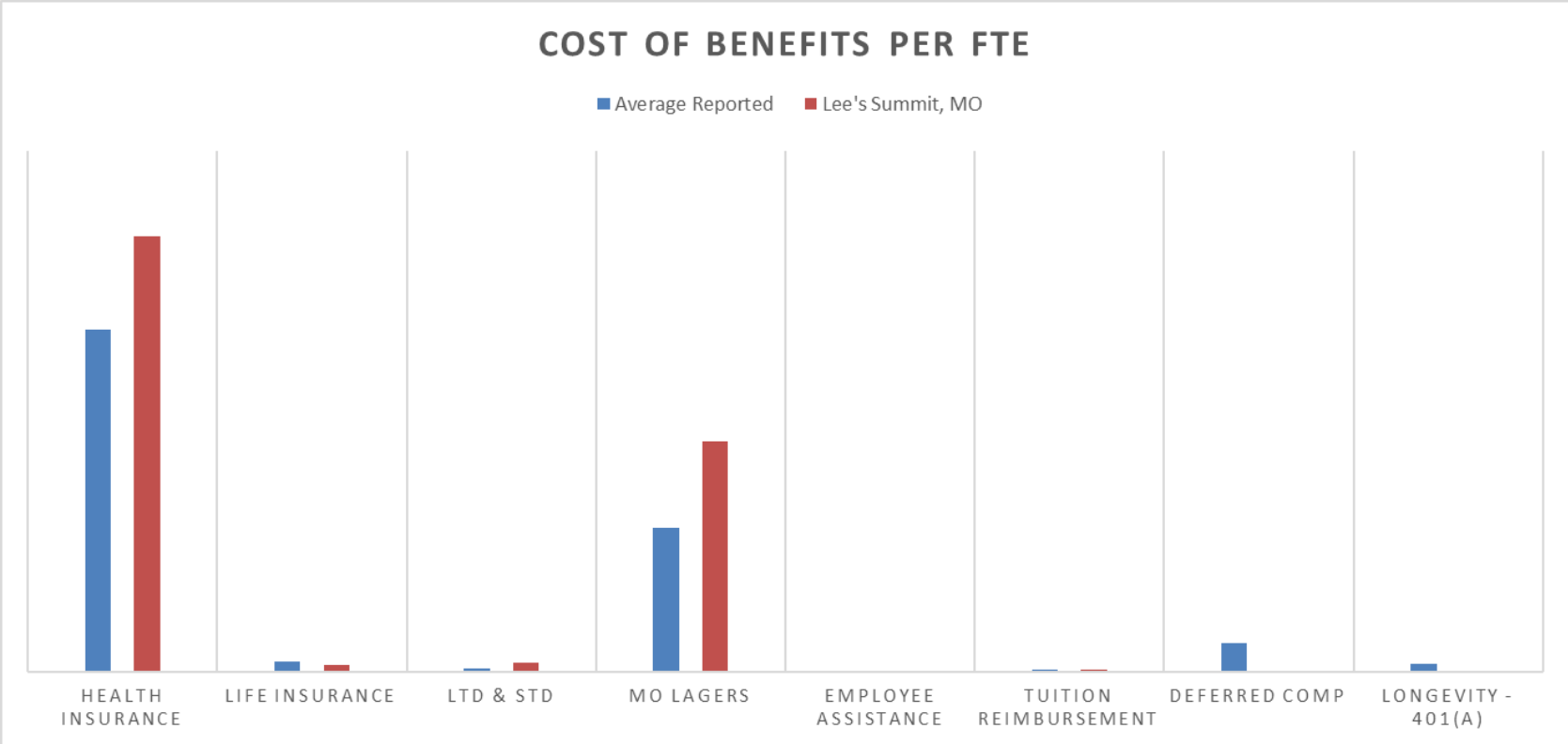
# Findings - Benefits

- ✓ City benefit offerings are mostly consistent, with the following items for further consideration
  - ✓ Lee's Summit leave policies are slightly better than market averages
  - ✓ Lee's Summit insurance costs are higher than the group averages, however the cost-sharing utilized is consistent
  - ✓ Lee's Summit makes no allowances for retiree health costs while a majority of respondents provide some degree of retiree health coverage
  - ✓ Lee's Summit's dental and vision contributions for both employee and family coverage ranks higher than average
  - ✓ Lee's Summit' contributions to short and long-term disability are greater than market averages
  - ✓ Lee's Summit lags the market in providing no contribution to a deferred compensation plan
  - ✓ Lee's Summit exceeds the market in providing a retirement plan at no cost to the employee
  
- ✓ City per FTE benefit expenditures exceed the average of survey respondents

# Total Compensation Comparison – Lee’s Summit vs. Respondent Average



# Benefits Contribution/FTE Comparison – Lee’s Summit vs. Respondent Average



# Corrective Actions

- ✓ Developed an updated alignment of positions using Springsted's SAFE® job evaluation process, an objective, fair methodology for placing positions into pay grades
  - Training and Ability
  - Level of Work
  - Physical Demands
  - Independence of Actions
  - Supervision Exercised
  - Experience Required
  - Human Relations Skills
  - Working Conditions/Hazards
  - Impact on End Results
- ✓ Established market-competitive pay structures that reflect the new alignment of positions and appropriate market data (***subject to final compensation philosophy***)

# Draft Compensation Philosophy

It is vital for Lee's Summit to acquire, retain and motivate capable, performance-driven employees who seek continuous improvement, foster technological self-sufficiency, and promote fiscal accountability.

To that end, the Lee's Summit classification and compensation system, together with other elements of the City's total rewards program should:

- Allow employees to play a meaningful role in total compensation system administration;
- Establish a consistent, objective framework that recognizes job qualifications and the numerous ways positions contribute to the City's mission, vision, and goals;
- Provide total compensation offerings that are market-competitive, yet mindful of the City's need for sustainable revenue sources to fund the services provided to residents;
- Afford flexibility in the definition of total rewards to reflect changing financial conditions and support the evolving needs of the workforce;
- Promote the positive work culture and safe working environment valued by employees; and
- Incentivize individuals who exceed identified performance objectives.

To maintain the ongoing support of elected officials, city leadership, and employees, Lee's Summit's compensation philosophy must account for citizen participation and awareness (both of which remain high); base personnel and human resources decisions on merit; and remain subject to annual appropriations and periodic review.

# Next Steps

- ✓ Provide compensation philosophy changes (as required) additional direction (civilian)
- ✓ Obtain non-represented feedback on position placement
- ✓ Review Springsted final report and implement non-represented structures
- ✓ Collaborate with FOP, IAFF and IAM to assess internal equity and market competitiveness and negotiate implementation plan(s)



# Public Sector Advisors



# Implementation Plan

6-15-17



*Yours Truly*

# Key Steps Remaining

- Finalize Compensation Philosophy
- Obtain Employee Feedback (Core General)
- Begin Negotiations with Represented Groups
- Health Insurance Program Recommendations

# Paths to Finalization/Implementation

## Represented Groups

- Opportunity for review/comments regarding information presented
- Identify adjustments for represented groups through negotiation process
- Negotiate contract
- Bring forward new agreement and budget amendment
- Implementation to be effective upon ratification of agreement(s) and appropriate timeframe needed for data entry.

## Core General

- Opportunity for review/comments regarding information presented
- Finalize Draft Structures
- Present Final Structures, Comp Philosophy, and Budget Amendment
- Data entry in Lawson
- Target implementation date 9-9-17 subject to change based upon data entry needs
  - No retroactive pay to be applied.

## Implementation Plan

	6/15/17	6/22/17	6/29/17	7/6/17	7/13/17	7/20/17	7/27/17	8/3/17	8/10/17	8/17/17	8/24/17	9/9/17
Present Draft Comp Philosophy and Draft Pay Structures												
Process to Request Review and Reconsideration												
Present Final Comp Philosophy, Final Pay Structures, & BA												
Enter Payroll changes in Lawson												
Goal: Beginning of Pay Period (with adjustments)												
IAM Negotiation Process												
FOP Negotiation Process												
IAFF Negotiation Process (Opens 12-30-17)												



Lee's Summit, MO  
Police

Title	CBU	Grade	Min	Mid	Max
Police Major I		P05	82,480.98	104,113.36	125,745.75
Police Captain		P04	80,969.78	95,408.32	109,046.61
Police Sergeant I	FOP	P03	65,625.53	74,741.50	83,857.47
Police Officer I	FOP	P01	44,541.98	57,598.84	70,655.71
Police Major II	FOP	TBD	Insufficient survey data		
Police Sergeant II	FOP	TBD	Insufficient survey data		
Master Police Officer II	FOP	TBD	Continuing market survey efforts		
Police Officer II	FOP	TBD	Insufficient survey data		
Master Police Officer I	FOP	TBD	Continuing market survey efforts		

Title	CBU	Grade	Min	Mid	Max
Asst Fire Chief I		F06	89,307.84	107,525.99	125,744.14 *
Battalion Chief		F05	86,933.44	103,609.05	120,284.65
Fire Captain I	IAFF	F04	83,239.08	88,114.51	92,989.93
Fire Engineer	IAFF	F02	57,398.13	68,101.07	78,804.02
Firefighter	IAFF	F01	47,625.31	59,365.22	71,105.14
Asst Fire Chief II	IAFF	TBD	Insufficient survey data		
Fire Captain II	IAFF	TBD	Insufficient survey data		
Fire Specialist	IAFF	TBD	Insufficient survey data		

\* Added / Corrected per telephone call w?Springsted

Lee's Summit, MO  
Non-Exempt

Title	CBU	Grade	Min	Mid	Max
Asst Prosecuting Attorney PTR		N19	77,949.82	97,047.53	116,145.24
Construction Project Manager		N15	61,743.56	76,870.73	91,997.91
Control System Supervisor		N15	61,743.56	76,870.73	91,997.91
Utility System Manager		N15	61,743.56	76,870.73	91,997.91
Applications Analyst		N14	58,248.64	72,519.56	86,790.48
Communications Systems Admin.		N14	58,248.64	72,519.56	86,790.48
Senior Procurement Officer		N13	54,951.55	68,414.68	81,877.81
Media Services Supervisor		N13	54,951.55	68,414.68	81,877.81
Legacy Park Supervisor II		N13	54,951.55	68,414.68	81,877.81
Project Manager		N13	54,951.55	68,414.68	81,877.81
Right-of-Way Agent		N13	54,951.55	68,414.68	81,877.81
Senior Signal & Lighting Tech.		N13	54,951.55	68,414.68	81,877.81
Public Communications Coord.		N12	51,841.09	64,542.15	77,243.22
Communications Supvr-Fire		N12	51,841.09	64,542.15	77,243.22
Communications Supvr-Police		N12	51,841.09	64,542.15	77,243.22
Signal & Lighting Technician		N12	51,841.09	64,542.15	77,243.22
Streets Operations Supervisor		N12	51,841.09	64,542.15	77,243.22
Utility System Supervisor		N12	51,841.09	64,542.15	77,243.22
Marketing Assistant		N11	48,906.68	60,888.82	72,870.96
Accounts Payable Supervisor		N11	48,906.68	60,888.82	72,870.96
Maintenance Shop Supervisor		N11	48,906.68	60,888.82	72,870.96
Technical Services Specialist		N11	48,906.68	60,888.82	72,870.96
Office Manager/Paralegal		N11	48,906.68	60,888.82	72,870.96
Probation/Compliance Officer		N11	48,906.68	60,888.82	72,870.96
LPCC Assistant Manager		N11	48,906.68	60,888.82	72,870.96
Lead Detention Officer		N11	48,906.68	60,888.82	72,870.96
Lead Engineering Technician		N11	48,906.68	60,888.82	72,870.96
Community Relations Specialist		N11	48,906.68	60,888.82	72,870.96
Management Analyst II		N11	48,906.68	60,888.82	72,870.96
Human Resources Generalist		N10	46,138.38	57,442.28	68,746.19
Plans Examiner		N10	46,138.38	57,442.28	68,746.19
Procurement Officer II		N10	46,138.38	57,442.28	68,746.19
Lead Comm Specialist-Fire	IAFF	N10	46,138.38	57,442.28	68,746.19
Senior GIS Technician		N10	46,138.38	57,442.28	68,746.19
Web Administrator		N10	46,138.38	57,442.28	68,746.19
Animal Control Field Supvr.		N10	46,138.38	57,442.28	68,746.19
Lead Comm Specialist-Police		N10	46,138.38	57,442.28	68,746.19
Purchasing and Supply Officer		N10	46,138.38	57,442.28	68,746.19
CIP Resident Inspector		N10	46,138.38	57,442.28	68,746.19
Construction Inspector		N10	46,138.38	57,442.28	68,746.19
Public Works Inspector		N10	46,138.38	57,442.28	68,746.19
Senior Engineering Technician		N10	46,138.38	57,442.28	68,746.19
Metered Services Supervisor		N10	46,138.38	57,442.28	68,746.19



Lee's Summit, MO  
Non-Exempt

Title	CBU	Grade	Min	Mid	Max
Executive Assistant		N09	43,526.77	54,190.83	64,854.89
System Support Specialist		N09	43,526.77	54,190.83	64,854.89
Field Engineering Inspector		N09	43,526.77	54,190.83	64,854.89
LPCC Maintenance Supervisor		N09	43,526.77	54,190.83	64,854.89
Park Maintenance Supervisor		N09	43,526.77	54,190.83	64,854.89
Customer Service Supervisor		N09	43,526.77	54,190.83	64,854.89
Water Utilities Analyst		N09	43,526.77	54,190.83	64,854.89
Administrative Assistant III		N08	41,063.00	51,123.43	61,183.86
Field Building Inspector		N08	41,063.00	51,123.43	61,183.86
Web Specialist		N08	41,063.00	51,123.43	61,183.86
Accountant		N08	41,063.00	51,123.43	61,183.86
GIS Technician		N08	41,063.00	51,123.43	61,183.86
ITS Help Desk Support Spec.		N08	41,063.00	51,123.43	61,183.86
System Support Analyst		N08	41,063.00	51,123.43	61,183.86
Contract Compliance Coord/Para		N08	41,063.00	51,123.43	61,183.86
Legal Assistant		N08	41,063.00	51,123.43	61,183.86
Court Security Officer		N08	41,063.00	51,123.43	61,183.86
Recreation Supervisor I		N08	41,063.00	51,123.43	61,183.86
Detention Officer		N08	41,063.00	51,123.43	61,183.86
Engineering Technician		N08	41,063.00	51,123.43	61,183.86
Signs & Markings Technician		N08	41,063.00	51,123.43	61,183.86
Metered Services Specialist	IAM	N08	41,063.00	51,123.43	61,183.86
Payroll Specialist		N07	38,738.67	48,229.65	57,720.63
Communications Specialist-Fire	IAFF	N07	38,738.67	48,229.65	57,720.63
Management Analyst I		N07	38,738.67	48,229.65	57,720.63
Mechanic	IAM	N07	38,738.67	48,229.65	57,720.63
Marketing Coordinator		N07	38,738.67	48,229.65	57,720.63
Communications Specialist-Pol		N07	38,738.67	48,229.65	57,720.63
Equipment Technician		N07	38,738.67	48,229.65	57,720.63
Deputy City Clerk		N06	36,545.92	45,499.67	54,453.42
Community Standards Officer		N06	36,545.92	45,499.67	54,453.42
Development Technician		N06	36,545.92	45,499.67	54,453.42
Neighborhood Services Officer		N06	36,545.92	45,499.67	54,453.42
Permit Technician		N06	36,545.92	45,499.67	54,453.42
Master Park Specialist		N06	36,545.92	45,499.67	54,453.42
Equipment Operator	IAM	N06	36,545.92	45,499.67	54,453.42
Utility Technician		N06	36,545.92	45,499.67	54,453.42
Benefits Specialist		N05	34,477.28	42,924.22	51,371.15
Facilities Maintenance Worker		N05	34,477.28	42,924.22	51,371.15
Administrative Assistant II		N05	34,477.28	42,924.22	51,371.15
Account Technician		N05	34,477.28	42,924.22	51,371.15
Procurement Officer I		N05	34,477.28	42,924.22	51,371.15
ITS Support PTT		N05	34,477.28	42,924.22	51,371.15
Senior Park Specialist		N05	34,477.28	42,924.22	51,371.15

Lee's Summit, MO  
Non-Exempt

Title	CBU	Grade	Min	Mid	Max
Animal Control Officer		N05	34,477.28	42,924.22	51,371.15
Crime Scene Technician		N05	34,477.28	42,924.22	51,371.15
Airport Attendant		N05	34,477.28	42,924.22	51,371.15
Bond Clerk		N04	32,525.74	40,494.54	48,463.35
Deputy Court Clerk		N04	32,525.74	40,494.54	48,463.35
Records Management Clerk		N04	32,525.74	40,494.54	48,463.35
Facility Maint. Specialist		N04	32,525.74	40,494.54	48,463.35
Park Specialist		N04	32,525.74	40,494.54	48,463.35
Warrant Clerk		N04	32,525.74	40,494.54	48,463.35
Skilled Park Specialist		N04	32,525.74	40,494.54	48,463.35
Evidence & Property Tech.		N04	32,525.74	40,494.54	48,463.35
Police Services Officer		N04	32,525.74	40,494.54	48,463.35
Maintenance Worker	IAM	N04	32,525.74	40,494.54	48,463.35
Customer Service Rep.		N04	32,525.74	40,494.54	48,463.35
Equipment Operator Sewer	IAM	N04	32,525.74	40,494.54	48,463.35
Equipment Operator Water	IAM	N04	32,525.74	40,494.54	48,463.35
Instrumentation & Controls Tec		N04	32,525.74	40,494.54	48,463.35
Meter Service Technician	IAM	N04	32,525.74	40,494.54	48,463.35
Treasury Cashier		N03	30,684.66	38,202.40	45,720.14
Parking Control Officer		N03	30,684.66	38,202.40	45,720.14
Police Records Clerk		N03	30,684.66	38,202.40	45,720.14
Shelter Attendant		N03	30,684.66	38,202.40	45,720.14
Service Attendant		N02	28,947.79	36,040.00	43,132.21
Administrative Assistant I		N01	27,309.24	34,000.00	40,690.76
Payroll Support		N01	27,309.24	34,000.00	40,690.76
Custodian	IAM	N01	27,309.24	34,000.00	40,690.76
Accounting Clerk		N01	27,309.24	34,000.00	40,690.76
Cash Receipts Clerk		N01	27,309.24	34,000.00	40,690.76
EMS Billing Specialist		N01	27,309.24	34,000.00	40,690.76
Audio Visual Evening		N01	27,309.24	34,000.00	40,690.76

\* Added / Corrected per telephone call w/Springsted

Lee's Summit, MO  
Exempt

Title	Grade	Min	Mid	Max
Asst City Mgr., Operations	E15	95,718.95	122,520.26	149,321.57
Asst. City Mgr., Dev Svcs/Comm	E15	95,718.95	122,520.26	149,321.57
Finance Director	E15	95,718.95	122,520.26	149,321.57
Fire Chief	E15	95,718.95	122,520.26	149,321.57
City Attorney	E15	95,718.95	122,520.26	149,321.57
Administrator of Parks & Rec	E15	95,718.95	122,520.26	149,321.57
Police Chief	E15	95,718.95	122,520.26	149,321.57
Director of Administration	E14	90,300.90	115,585.15	140,869.40
Director of Human Resources	E14	90,300.90	115,585.15	140,869.40
Director of Development Services	E14	90,300.90	115,585.15	140,869.40
Director of Public Works	E14	90,300.90	115,585.15	140,869.40
Director of Water Utilities	E14	90,300.90	115,585.15	140,869.40
Chief Technology Officer	E14	90,300.90	115,585.15	140,869.40
Chief Counsel of Mgmt & Ops	E13	85,189.53	109,042.60	132,895.67
Chief of Litigation	E13	85,189.53	109,042.60	132,895.67
Chief Prosecuting Attorney	E13	85,189.53	109,042.60	132,895.67
Director of Planning & Special Projects	E13	85,189.53	109,042.60	132,895.67
Deputy Dir. of P.Wks./City Eng	E13	85,189.53	109,042.60	132,895.67
Asst. Dir. of Support Service	E13	85,189.53	109,042.60	132,895.67
Chief Counsel of Public Safety	E12	80,367.48	102,870.37	125,373.27
Deputy Director of Finance	E12	80,367.48	102,870.37	125,373.27
Deputy Dir. of P.Wks./Admin.	E12	80,367.48	102,870.37	125,373.27
Asst Director of Engineering Svcs	E12	80,367.48	102,870.37	125,373.27
Controller	E11	75,818.38	97,047.52	118,276.67
Asst Director of App Mgmt Svcs	E11	75,818.38	97,047.52	118,276.67
City Architect	E10	71,526.77	91,554.27	111,581.76
Development Engineering Mgr.	E10	71,526.77	91,554.27	111,581.76
Manager, Entprs. Tech. Svcs.	E10	71,526.77	91,554.27	111,581.76
Asst Administrator of Parks and Rec	E10	71,526.77	91,554.27	111,581.76
Assistant Director of Planning and Special Projects	E10	71,526.77	91,554.27	111,581.76
Asst Director of Public Wks. Oper	E10	71,526.77	91,554.27	111,581.76
Supervisory Engineer	E10	71,526.77	91,554.27	111,581.76
Asst. Director of Operations	E10	71,526.77	91,554.27	111,581.76
Codes Administration Manager	E09	67,478.09	86,371.95	105,265.81
Planning Division Manager	E09	67,478.09	86,371.95	105,265.81
Senior Staff Engineer	E09	67,478.09	86,371.95	105,265.81
Staff Attorney	E09	67,478.09	86,371.95	105,265.81
City Traffic Engineer	E09	67,478.09	86,371.95	105,265.81
Public Works Operations Mgr.	E09	67,478.09	86,371.95	105,265.81
Management Analyst III	E08	63,658.57	81,482.97	99,307.37
Procurement & Contract Svc Mgr	E08	63,658.57	81,482.97	99,307.37
IT Operations Supervisor	E08	63,658.57	81,482.97	99,307.37
Superintendent II, Admin.	E08	63,658.57	81,482.97	99,307.37
Supt. II, Recreation Services	E08	63,658.57	81,482.97	99,307.37
Senior Planner	E08	63,658.57	81,482.97	99,307.37

Lee's Summit, MO  
Exempt

Title	Grade	Min	Mid	Max
Airport Manager	E08	63,658.57	81,482.97	99,307.37
Assistant Airport Manager	E08	63,658.57	81,482.97	99,307.37
Solid Waste Superintendent	E08	63,658.57	81,482.97	99,307.37
Project Manager - Dev. Ctr.	E07	60,055.26	76,870.73	93,686.20
Database Administrator	E07	60,055.26	76,870.73	93,686.20*
Fleet Manager	E07	60,055.26	76,870.73	93,686.20
ITS Project Manager	E07	60,055.26	76,870.73	93,686.20
ITS Support Services Supvr.	E07	60,055.26	76,870.73	93,686.20
Court Administrator	E07	60,055.26	76,870.73	93,686.20
Supt. of Park Operations	E07	60,055.26	76,870.73	93,686.20
Supt. of Recreation Services	E07	60,055.26	76,870.73	93,686.20
Supt. Park Planning & Dev.	E07	60,055.26	76,870.73	93,686.20
Animal Control Manager	E07	60,055.26	76,870.73	93,686.20
Mgr, Accreditation/Info Mgmt	E07	60,055.26	76,870.73	93,686.20
Construction Manager	E07	60,055.26	76,870.73	93,686.20
Staff Engineer - Public Works	E07	60,055.26	76,870.73	93,686.20
Facilities Manager	E07	60,055.26	76,870.73	93,686.20
Risk Management Officer	E06	56,655.90	72,519.55	88,383.21
Network Administrator	E06	56,655.90	72,519.55	88,383.21
Systems Analyst	E06	56,655.90	72,519.55	88,383.21
City Clerk	E05	53,448.96	68,414.67	83,380.38
Central Building Services Supv	E05	53,448.96	68,414.67	83,380.38
Sr. Field Building Inspector	E05	53,448.96	68,414.67	83,380.38
Applications Administrator	E05	53,448.96	68,414.67	83,380.38
GIS Coordinator	E05	53,448.96	68,414.67	83,380.38
Assistant Superintendent of Park Construction	E05	53,448.96	68,414.67	83,380.38
Gamber Center Manager	E05	53,448.96	68,414.67	83,380.38
Harris Park Community Ctr Mgr	E05	53,448.96	68,414.67	83,380.38
LPCC Manager II	E05	53,448.96	68,414.67	83,380.38
Strategic Comm. & Admin. Mgr.	E05	53,448.96	68,414.67	83,380.38
Aquatics Manager	E04	50,423.55	64,542.15	78,660.74
Environmental Specialist	E04	50,423.55	64,542.15	78,660.74
Planner	E03	47,569.39	60,888.82	74,208.25
Cash Management Officer	E02	44,876.78	57,442.28	70,007.78
Financial Analyst	E01	42,336.59	54,190.83	66,045.07

\* Added / Corrected per telephone call w/Springsted

## Packet Information

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**File #:** 2017-1262, **Version:** 1

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Presentation of Fire Department's Accreditation process.

Issue/Request:

Presentation of the Fire Department's Accreditation process.

Key Issues:

As a part of the Lee's Summit Fire Department's attainment of accreditation through the Commission of Fire Accreditation International (CFAI), Fire Department staff will present findings and reports of accreditation issues in accordance with CFAI requirements.

Background:

The Lee's Summit Fire Department attained international accreditation through the Commission of Fire Accreditation International in August, 2016. While attaining accreditation is a big accomplishment for the department, the intent of the process is always looking towards "continual improvement". There are numerous items in various divisions within the Fire Department that CFAI recommends improvement in the service to the citizens. This presentation will outline those recommendations.

Also, an accredited fire department must fulfill the requirements of the "Annual Compliance Report", in which a report is to be given to the "authority having jurisdiction" (AHJ) of any gaps in the operational capabilities and capacity of the current delivery system to mitigate risks as identified in the Standards of Cover. The department is also required to notify the AHJ of gaps between current capabilities, capacity, and level of service approved by the AHJ. This presentation will fulfill those requirements.

Other documents covered in this presentation which connects with the accreditation process include Insurance Services Office (ISO) report, the Standards of Cover report, 2013-2018 Strategic Plan, and the 2017-2027 LSFDF Staffing Plan.

Presenters: Fire Chief Rick Poeschl and Captain Tom Fagan



**Commission on  
Fire Accreditation  
International**

# **Accreditation Report**

**Lee's Summit Fire Department  
207 South East Douglas Street  
Lee's Summit, Missouri 64063  
United States of America**

**This report was prepared on July 6, 2016  
by the  
Commission on Fire Accreditation International  
for the  
Lee's Summit Fire Department**

**This report represents the findings  
of the peer assessment team that visited the  
Lee's Summit Fire Department  
on May 16-20, 2016**

**Peer Assessment Team  
James E. White, Team Leader  
Carol Brown, Peer Assessor  
Michael Hanuscin, Peer Assessor  
Kehrin Thomas, Peer Assessor**

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**EXHIBITS**

Lee’s Summit Fire Department Organizational Chart

Summary Rating Sheet (For Commission Use Only)



# EXECUTIVE REVIEW

## PREFACE

The Lee's Summit Fire Department recently received candidate agency status. On March 8, 2016 the agency asked the Commission on Fire Accreditation International (CFAI) for a site visit to determine if it could be recommended for accreditation. On March 9, 2016, the CFAI appointed a peer assessment team. The peer team leader approved the agency's documents for site visit on April 15, 2016. The peer assessment team conducted an onsite visit of the Lee's Summit Fire Department on May 16-20, 2016.

In preparation for the onsite visit, each team member was provided access and reviewed the self-assessment manual, standards of cover (SOC), community risk analysis, and strategic plan posted by the Lee's Summit Fire Department on the Center for Public Safety Excellence (CPSE) SharePoint site. The agency used the services of the Center for Public Safety Excellence (CPSE) Technical Advisor Program to support the development of its community risk hazard analysis, SOC, and strategic plan.

## SUMMARY

The CFAI has completed a comprehensive review and appraisal of the Lee's Summit Fire Department based upon the eighth edition of the *Fire & Emergency Service Self-Assessment Manual (FESSAM)*. The commission's goals are to promote organizational self-improvement and to award accreditation status in recognition of good performance. The peer assessment team's objectives were to validate the agency's self-assessment study, identify and make recommendations for improvement, issue a report of findings, and conclude if the agency is eligible for an award of accreditation.

The peer assessment team followed CFAI processes and the Lee's Summit Fire Department demonstrated that its self-study accreditation manual, community risk analysis (CRA), SOC, and strategic plan met all core competencies and criteria. The peer assessment team recommends accredited agency status for the Lee's Summit Fire Department from the Commission on Fire Accreditation International.

The agency has a well-developed and organized community risk assessment process, which is based upon the CFAI model using Herons Formula Modified for Tetrahedrons. The application of the risk assessment model has allowed the agency to establish a standards of cover for all programs. Baseline and benchmark statements measure emergency services response time performance. The agency utilized the services of the CFAI technical advisor program to assist in the creation of their CRA/SOC.

Following a detailed assessment and analysis, the peer assessment team believes by consensus that the alarm handling time, turnout time, and travel time for the first-due and effective response force components of the total response time continuum, as contained in the SOC, are in line with the industry best practices identified in the eighth edition of the *FESSAM* may present what could be a gross deviation. It is clear the agency is committed to taking steps to meet the expectations.

The agency has identified a need to improve its baseline performance in the areas of firefighter turnout and travel times for specific companies. Due to the geographic nature of the service area,

some demand zones are located beyond the ability of existing units to respond within the expected baseline.

The peer assessment team identified opportunities for improvement that are captured in the recommendations section and in the observations and performance section of the report. These recommendations flowed from discussions, interviews, and a review of agency supplied documentation to support its self-assessment conclusions. The agency demonstrated its keen desire to immediately implement plans to address opportunities for improvement. The best example of this commitment to the recommendation include reduce overall turnout time and to add a rescue unit to Fire Station 6 in the next 12 months.

The peer assessment team observed a strong commitment by the agency to the CFAI accreditation process. The accreditation manager had completed all the required training and has been assigned as a peer assessor in 2016. It was observed by the assessment team that a rather large number of the command administrative staff, as well as the executive board of the IAFF local are aware of and have contributed to the accreditation process. Numerous accreditation documents were found to be available on-line for review by the agency members and the community at large. The agency and the accreditation manager have participated in the local accreditation consortium. These approaches ensure continuity, more direct access to best practices with other similar organizations, and the engagement of a broader spectrum of the agency.

The peer assessment team members had meetings with the mayor, city manager, and the president of the firefighters' association. Individually and collectively they expressed an interest in the process, having been engaged and involved in the agency's journey towards accreditation. There is clearly a commitment to continue to follow and support the implementation of identified opportunities for improvement. It can be anticipated that all representatives will be strong supporters and network participants as the full benefits of going through the self-assessment process are realized and built on in the future.

## **Composition**

The city of Lee's Summit is located within the Kansas City metropolitan statistical area, in Jackson County, Missouri. The fire department was given the legal authority by the city to provide services on October 12, 1971. Since that time the agency has expanded their role to include emergency medical services including emergency and non-emergency patient transport.

The most recent census data collected in 2010 indicates Lee's Summit had a population of 91,364. The Lee's Summit Fire Department also provides fire protection and EMS services to the city of Greenwood, and Unity Village, Missouri. Service to these additional incorporated areas adds an additional 5,320 residents to the agency's population.

The city displayed a mix of historical homes, commercial districts, and large modern commercial and industrial developments. The landscape of the city offers subtle rolling hills with rural land areas designated for future development. Agreements outline the performance anticipated from the agency within these areas.

The agency's service area includes all forms of roadways including limited access highways and interstates. Waterways near the service area offer recreational opportunities as well as response challenges for rescue situations. A subterranean structure located in the city's northern area includes several federal and commercial office complexes.

The agency responded to a total of 10,000 events in 2015 including: 2,022 (20.22%) fire calls; 6,833 (68.33%) emergency medical service (EMS) calls; 759 non-emergency medical transports; hazardous materials calls 553 (5.53%); and other rescue calls 592 (5.92%).

The fire department has managed to evolve with the growth of building stock and related population; it is now a fully career service staffed by a minimum of 33 uniformed personnel on a daily basis working out of seven fire stations.

In 2012 the Insurance Services Office (ISO) visited the city to rate its public protection classification. The outcome of the visit was a public protection classification of 3.

## **Government**

Council-Manager form of government  
Mayor and 8 Council members  
City Manager  
Fire Chief

## **Fire Department**

7 fire stations  
129 uniform and 15 civilian personnel  
3 shift system

### **Staffed Resources**

5 pumpers  
2 ladders/quints  
5 rescues/ambulances  
2 chief officers

### **Cross-staffed Resources**

1 squad/technical rescue/hazmat/mobile command unit  
2 grass units  
1 all terrain vehicle  
1 squad – subterranean response unit  
1 boat

### **Non-staffed Units**

2 reserve pumpers  
2 reserve rescue/ambulances

Daily Minimum Staffing (All Stations): 33

## CONCLUSIONS

The self-study manual produced by the Lee's Summit Fire Department was of high quality. The manual represented a significant effort by the staff of the department to produce and present a quality document.

- The Lee's Summit Fire Department demonstrated that all core competencies were met and received a credible rating.
- The Lee's Summit Fire Department demonstrated that all applicable criteria were met and received a credible rating.
- The peer assessment team recommends accredited agency status for the Lee's Summit Fire Department from the Commission on Fire Accreditation International.

# RECOMMENDATIONS

The peer assessment team conducted an exit interview with the agency consisting of the mayor, city manager, fire chief, and most of the staff that participated in the self-assessment study. The purpose of the meeting was to review the team's findings and recommendations. The agency was given an opportunity to respond to any errors in findings of fact.

## Strategic Recommendations

Strategic recommendations were developed from information gathered from the onsite assessment visit and the evaluation of the criteria and core competencies.

### **Category I – Governance and Administration**

#### **Criterion 1A: Governing Body**

Core Competency

1A.1 The agency is legally established.

It is recommended that the agency work with city staff to update the 1971 ordinance and codify it to meet the 2007 charter directive.

### **Category II – Assessment and Planning**

#### **Criterion 2B: Fire Risk Assessment and Response Strategies**

#### **Criterion 2C: Non-Fire Risk Assessment and Response Strategies**

Core Competencies

2B.5 Agency baseline and benchmark total response time objectives for fire response conform to industry best practices as prescribed on pages 70-71 for first due and effective response force (ERF).

2C.5 Agency baseline and benchmark total response time objectives for non-fire response conform to industry best practices as prescribed on pages 70-71 for first due and effective response force.

- It is recommended that the agency monitor the improvements made in the current deployment model to identify any positive outcomes.
- It is recommended that the agency request routine alarm handling reports from the primary PSAP located within the Lee's Summit Police Department.

2B.8 The agency utilizes a formal process periodically to assess the balance between fire suppression capabilities and fire risks in the service area. Identified imbalances are addressed through the planning process.

It is recommended that the agency develop, and include in the standards of cover document, performance outcome expectations for all fire responses so the agency's capabilities can be assessed against the community's risks.

## Category V – Programs

### Criterion 5B: Fire Prevention/Life Safety Program

#### Core Competencies

5B.3 The program has adequate staff with specific expertise to meet the fire prevention/life safety program goals and objectives.

- It is recommended that the agency continue to monitor the effectiveness of meeting projected timelines for construction plan reviews and permitting in order to identify the need to add additional personnel to the prevention division as workloads continue to increase.
- It is recommended that the agency identify and establish a standard level of expertise to be obtained by all public education team members and fire prevention/life safety staff.

5B.8 An appraisal is conducted, at least annually, to determine the effectiveness of the fire prevention program and its efforts in risk reduction.

It is recommended that the agency develop a consistent system or method to record and capture quantitative outputs for events pertaining to the fire prevention/life safety program and the public education program. This recommendation also applies to core competency 5C.7<sup>1</sup>.

### Criterion 5G: Emergency Medical Services (EMS)

#### Core Competency

5G.6 A patient care record is created and maintained for each patient encountered by the EMS system. This report contains patient history, incident history, data regarding treatment rendered, and the patient disposition recorded. The agency must make reasonable efforts to protect reports from public access and maintain them as per local and state/provincial records retention requirements.

It is recommended that a quality improvement criteria be incorporated into the agency's existing EMS policies to ensure the agency's EMS committee regularly reviews processes and issues which may arise.

### Criterion 5H: Domestic Preparedness Planning and Response

#### Core Competency

5H.5 Processes are in place to provide for interoperability with other public safety agencies in the field including portable, mobile, and fixed communications systems, tools, and equipment.

It is recommended that the agency evaluate the capabilities of the current city emergency operations center (EOC) and develop a plan for improving the center's technology.

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<sup>1</sup> 5C.7 An appraisal is conducted, at least annually, to determine the effectiveness of the public education program and its efforts in risk reduction.

## **Category VI - Physical Resources**

### **Criterion 6B: Fixed Facilities**

Core Competency

6B.4 Facilities comply with federal, state/provincial and local codes and regulations.

It is recommended that the agency update and begin to implement the city's plan to bring existing facilities in compliance with the Americans with Disabilities Act (ADA) of 1990 beginning with addressing accessibility issues pertaining to the fire dispatch center located in the basement of headquarters at station 1.

## **Category VII – Human Resources**

### **Criterion 7G: Wellness/Fitness Programs**

Core Competency

7G.1 The agency provides for initial, regular, and rehabilitative medical and physical fitness evaluations.

It is recommended that the agency expand their current medical physical program for incumbent personnel to include mandatory annual physicals.

## **Category VIII – Training and Competency**

### **Criterion 8C: Training and Education Resources**

Core Competency

8C.1 Available training facilities and apparatus are provided to support the training needs of the agency.

It is recommended that the agency develop a plan to expand its current training facility and incorporate training props for conducting live fire training, keeping apparatus and personnel in the coverage area.

## **Category IX – Essential Resources**

### **Criterion 9B: Communication Systems**

Core Competency

9B.1 A system is in place to ensure communications with portable, mobile, and fixed communications systems in the field.

It is recommended that the agency continue to pursue enhancements to their two-way radio system to improve in-building coverage and reduce dead spots currently experienced with the communications system.



## **Specific Recommendations**

Specific recommendations were developed from the appraisal of performance indicators in each of the ten categories.

### **Category I – Governance and Administration**

#### **Criterion 1B: Agency Administration**

Performance Indicator

##### 1B.5 The agency's title is consistent with its mission.

It is recommended that the agency assess its title to ensure it is consistent with its mission.

### **Category V – Programs**

#### **Criterion 5C: Public Education Program**

Performance Indicator

##### 5C.2 The program has staffing with specific expertise to accomplish the program goals and objectives.

It is recommended that the agency identify and establish a standard level of expertise to be obtained by all public education team members and fire prevention life safety staff.

### **Category VI – Physical Resources**

#### **Criterion 6B: Fixed Facilities**

Performance Indicator

##### 6B.1 Each facility has adequate space for agency functions (e. g., operations, fire prevention, training, support services, administration, etc.)

It is recommended that the agency, in cooperation with the city's human resources and risk manager, perform a detailed facility needs assessment to ensure that all facilities continue to remain maintained and functional.

#### **Criterion 6C: Apparatus and Vehicles**

Performance Indicator

##### 6C.2 Apparatus types are appropriate for the functions served, e.g., operations, staff support services, specialized services, and administration.

It is recommended that agency track the impact placed on services when one or both quint apparatus are out of service to determine the benefits of acquiring a reserve aerial apparatus.

## **Criterion 6E: Tools and Small Equipment**

Performance Indicator

6E.1 Tools and small equipment are distributed appropriately in sufficient quantities.

It is recommended that the agency establish and maintain a reserve cache of loose equipment so that items are not removed from reserve apparatus and placed onto frontline apparatus when equipment is out of service for repair.

## **Category VII – Human Resources**

### **Criterion 7B – Recruitment, Selection, Retention, and Promotion**

Performance Indicator

7B.8 The working conditions and environment are such that the agency attracts diverse and qualified applicants and retains a tenured workforce.

It is recommended that the city and agency review the existing firefighter compensation package comparing it to similar agencies to ensure those benefits are such to retain a tenured workforce.

### **Criterion 7F – Occupational Health and Safety and Risk Management**

Performance Indicator

7F.3 The agency documents steps taken to implement risk reduction and address identified workplace hazards.

It is recommended that the agency and its health and wellness committee continue to pursue options to reduce vehicle exhaust exposure to personnel in all fire stations.

## **Category IX – Essential Resources**

### **Criterion 9A: Water Supply**

Performance Indicators

9A.4 The agency maintains regular contact with the managers of public and private water systems to stay informed about all sources of water available for fighting fires.

It is recommended that the agency schedule meetings at least annually that involve bringing all water purveyors to one table to discuss the current needs and performance of the water system and development plans to address future growth and increased system demands.

9A.5 The agency maintains copies of current water supply and hydrant maps for its service areas.

It is recommended that the agency place printed maps of the water supply infrastructure into all stations and incorporate the information into mobile data terminals (MDTs) during the future installation process.

9A.6 Hydrant adequacy and placement reflects the locality's known hazards and the agency's needs for dealing with those hazards.

It is recommended that the agency reach an agreement with the responsible parties for privately owned hydrant systems and amend Policy 49 to allow personnel to flow these hydrants during inspections to ensure operational functionality.

### **Criterion 9B: Communication Systems**

Performance Indicators

9B.6 Adequate numbers of fire or emergency dispatchers are on duty to handle the anticipated call volume.

It is recommended that the agency continue to monitor the alarm handling times and call volume of the communications center. A benchmark measurement should be established where the additional call volume would dictate an increase in staffing.

9B.9 A communications training program for emergency dispatchers is in place that ensures adequate, timely, and reliable fire agency emergency response.

It is recommended the agency implement a quality assurance program for all dispatch operators to help define future training programs.

### **Criterion 9C: Administrative Support Services and Office Systems**

Performance Indicator

9C.5 Organizational documents, forms, and manuals are maintained and current

It is recommended that the agency work with the city's information technology services department to create more electronic formatting for forms so that customers have easier and more efficient access to their processes.

## **OBSERVATIONS**

### **Category I — Governance and Administration**

The Lee's Summit Fire Department operates within a council-manager form of municipal government. The fire chief is one of twelve department heads reporting to the city manager. The fire chief meets with the city manager monthly to review the Condition and Activity of the Fire Department Report that includes progress updates on goals and performance, as well as future planning.

The governing body and/or agency manager is legally established to provide general policies to guide the agency, approved programs and services, and appropriated financial resources. The city of Lee's Summit operates under the "powers the General Assembly of the state of Missouri has authority to confer upon any city" consistent with the Missouri Constitution and not limited or denied by the city charter or statute. City Ordinance 1317, 1, 10-12-71 provides for "an efficient and modern fire department" and "vests responsibility for direction and control" of the department in the fire chief. A 2007 amendment to the city charter stated all ordinances and resolutions of a permanent nature shall be revised, codified, and promulgated. With this in mind, it is recommended that the agency work with city staff to update the 1971 ordinance and codify it to meet the 2007 charter directive.

The established administrative structure provides an environment for achievement of the agency's mission, purposes, goals, strategies, and objectives. The city assesses and approves programs and basic agency policies through monthly reviews and use of feedback from the city's management team. The city also conducts independent performance audits on identified key performance areas such as economic development and customer service. In addition, the city depends on the human resources and legal departments to ensure legal compliance. The fire chief routinely uses the support available through these city departments to manage the agency.

The agency conducted an internal discussion during development of its strategic plan related to the appropriateness of its name in relation to its mission. Input from external stakeholders, customers, and city representatives was also considered. While the community appeared to be completely accustomed to the roles of the fire department, it is recommended that the agency assess its title to ensure it is consistent with its mission.

### **Category II — Assessment and Planning**

The Lee's Summit Fire Department has embraced the use of the CFAI self-assessment process to logically and rationally define and align its self-assessment manual, community risk hazard analysis, standards of cover (SOC), and strategic plan. The agency used the services of the Center for Public Safety Excellence (CPSE) Technical Advisor Program to support the development of these various components. Internally, the department established a strategic planning work group and assigned staff to provide support to the overall accreditation process. The efforts of the agency produced a comprehensive and integrated approach that is appropriate, acceptable, and affordable as it relates to the identified needs of the community. The city has taken a conservative and staged approach to supporting the funding of the agency's proposals.

The agency collects and analyzes data specific to the distinct characteristics of the community served and applies the findings to organizational planning. An analysis in the SOC appropriately identifies that the city's population densities are metro (8%), urban (11%), suburban (17%), and rural (64%). The older part of the downtown core of the city is metro density. The immediate area surrounding the downtown core was built out over the last 30 years and is predominately of a suburban density. The outer fringes and some of the residential sections of the service area are of a rural density. The agency has completed a comprehensive analysis of the risk within the various population density areas. The results of the analysis and the associated identified needs are integrated into the SOC.

The agency assesses the nature and magnitude of the hazards within its jurisdiction and develops appropriate response coverage strategies. Each significant fire and non-fire risk is categorized and listed to permit future analysis and study in determining standards of cover and related services. Special attention is paid to identify, analyze, and develop strategies for non-fire or limited fire risks that gain importance due to cultural, economic, environmental, or historical value.

The benchmark service level objectives incorporated into the SOC are based on local needs and circumstances and industry standards and best practices adopted from the: *Commission on Fire Accreditation International (CFAI) Fire & Emergency Service Self-Assessment Manual (FESSAM), eighth edition; CFAI Standards of Cover, fifth edition.*

The agency has developed a risk assessment matrix that is appropriate, acceptable, and affordable in relation to the identified needs of the community. The agency's comprehensive evaluation and planning process provides very detailed information related to both the fire and non-fire risks in each of its 139 emergency services zones (ESZ), which measure  $\frac{3}{4}$  by  $\frac{3}{4}$  mile squares. This information was used by the SOC committee to identify appropriate responses capable of efficiently, effectively, and safely addressing the risks within the current capabilities of the agency's delivery system. The committee also identified opportunities for improvement that are included in the SOC document.

The agency's assessment and planning process, used to develop its SOC, has considered the overall fire risk it protects, its areas of responsibility, the demographics of the city, the economic indicators influencing its ability to deliver services, the historical fire loss data, the available water supply, and the use of automatic fire protection systems for certain occupancies. The currency of the risk status is further enhanced by continuous interaction with the fire prevention division. Ultimately the agency has used the results of its various processes to determine the appropriate deployment of resources to address the identified risks. This comprehensive approach has ensured the establishment of an appropriate and effective SOC strategy for fire risks.

In the development of the SOC, careful consideration was also given to the non-fire risks in the community. The non-fire risks include technical rescue, hazardous materials, and emergency medical services.

The agency has completed an analysis and evaluation of the related service demands for each of these risk types. Appropriate performance objectives are contained in the SOC relative to the response of adequate personnel within an appropriate timeframe. The agency made clear and attainable recommendations in the SOC that identifies opportunities to further develop the agency's response capabilities.

The key to keeping the SOC strategy effective is the agency's ongoing commitment to: continually measuring the gap between benchmark and baseline times; identifying contributing factors to those

gaps; and developing remedies, through appropriate recommendations, to make continuous improvements. The agency provided evidence of quarterly evaluations of company performance against the benchmarks adopted in the SOC. The agency's SOC team meets twice annually to analyze changes in population density or any other significant changes in the risk posed by the service area to the fire department.

The agency uses data generated by its records management system and computer aided dispatch system to create reports that assist in assessing performance within these planning areas. The results are used to update and revise the SOC document, as needed. An example of the benefits of going through this process is the agency's recent relocation and addition of one rescue ambulance.

The assessment team noted that the agency had not included any anticipated performance outcomes in the benchmark or baseline statements found in the SOC. It is recommended that the agency develop and include in the standards of cover document, performance outcome expectations for all fire responses so the agency's capabilities can be assessed against the community's risks.

The agency's practice is to document alarm handling as the time interval from the receipt of the alarm at the fire department communications center until the beginning of the transmittal of the response to emergency response facilities or the emergency response units in the field. The Lee's Summit Police Department is the agency's primary public safety answering point (PSAP). Most calls for service are initiated at the police center and then routed to the fire communications center. The fire department is provided performance time from the police for all priority one 9-1-1 calls answered at the primary location. This data allows the fire department to estimate the amount of time a fire or EMS-related call may be delayed in initiating a response.

Following a detailed assessment and analysis, the peer assessment team believes by consensus that the alarm handling time, turnout time, and travel time for the first-due and effective response force components of the total response time continuum, as identified in the standards of cover, are in line with the industry best practices identified in the eighth edition of the *Fire & Emergency Service Self-Assessment Manual (FESSAM)* and do not constitute a gross deviation. It is clear the agency is committed to taking steps to meet the *FESSAM* expectations.

The agency's communications center is currently licensed to provide pre-arrival medical instruction through the International Academy of Emergency Medical Dispatch (IAEMD). The agency also uses the protocols mandated by IAEMD for fire dispatch in anticipation of the potential accreditation of its fire dispatch component.

There are no simple solutions to reducing the travel times; however, consistent with the continuous improvement principles inherent with CFAI, the agency has implemented both short and long-term actions to address this issue. Those steps include such actions as:

- The agency identified the need to monitor the alarm handling time generated at the primary PSAP located within the Lee's Summit Police Department communications center. Routine reporting to the fire department of the primary PSAP's transfer time performance is critical to further improvements to overall alarm handling time.
- The agency continues to work towards implementation of automatic vehicle locator (AVL) technology for response vehicles.

- The agency recognizes the need to address the extended travel time for units on the far northern and southern portions of the service area. Placing an additional rescue ambulance in service will help address a portion of this issue, but the agency may need to further address staffing and the ability to meet the time benchmark for the effective response force for high-risk fires.

It is recommended that the agency monitor the improvements made in the current deployment model to identify any positive outcomes. It is also recommended that the agency request routine alarm handling reports from the primary PSAP located within the Lee's Summit Police Department.

The agency is aware that being able to report on the successful implementation of these necessary improvements, and the ability to provide reliable and verifiable data within the next year, will be the most important issues in its first annual compliance report to the commission. The agency is committed to meeting that target for implementing a successful remedy to its current problems.

A strategic plan for 2013-2018 is in place and, along with the budget, is guiding the activities of the agency. The plan is submitted to the appropriate authority having jurisdiction. The strategic plan has supported the agency's efforts to align with the mission and vision of the city and the needs of the community. The plan was developed in consultation with external and internal stakeholders. There was extensive external and internal involvement in the strategic planning process. The published plan was distributed electronically to all members of the agency. The SOC will also be incorporated into the provided materials to all employees beginning in 2016. The first of the plan's annual reviews and updates was completed and approved in 2014.

### **Category III — Goals and Objectives**

The agency's strategic plan is guided by a vision statement, a mission statement, a set of core values, and established goals and objectives. The related performance measures are stated in the city's annual adopted budget document and serve to establish the benchmarks of the department's goals and objectives. These statements, goals, objectives, and performance measures are also integrated within the current strategic plan for 2013-2018. The development and maintenance of this document ensures the agency retains an alignment with the mission and vision of the city and the needs of the community.

The agency has established general goals and specific objectives that direct the agency's priorities in a manner consistent with its mission and appropriate for the community it serves. On an annual basis, the agency identifies specific, measurable, attainable, realistic, and time-bound (SMART) objectives that incorporate measurable elements of time, quantity, and quality to develop its goals and objectives. In some cases they are a continuation of the previous year and, in most cases, they are aligned with identified needs in the agency's strategic plan and standards of cover.

The annual goals and objectives for each major division of the agency are developed, analyzed, and made available to the agency members. To ensure alignment with the goals of the city, the fire department must indicate which of the city-specified strategic goals is affected by their particular program. Performance measures for the goals, and specific objectives of the major divisions of the agency are published in the annual budget document and are compared to the previous year's actual achievements.

The agency's goals and objectives are contained in its five-year strategic plan for 2013-2018. The implementation of the published objectives are currently at various levels, from early stages of

activity through to completion. New goals and objectives are added, or the existing language and outcomes are amended, to meet the goals of the city and the fire department.

A management process is utilized for implementation of goals and objectives. The agency tracks progress towards implementing its goals and objectives by a management process that includes: holding regular meetings to discuss the pursuits and progress of each group; conducting senior staff meetings to verbally discuss the progress of each objective, both administratively and operationally; and submitting annual performance measure reports. The assistant chiefs and program managers report the results to the fire chief. The goals and objectives, and the progress towards their implementation, are readily available to all members of the agency through messages and shift meetings.

Processes are in place to measure and evaluate progress towards completion of specific objectives and overall system performance. The goals and objectives are re-examined and modified periodically. The fire chief reviews and approves updates to the agency's goals and objectives. In those instances where the city manager or city council changes its focus areas and related goals and objectives, the agency re-evaluates and modifies, as appropriate, its mission, goals, and objectives to ensure that they are consistent with council priorities.

#### **Category IV — Financial Resources**

The Lee's Summit Fire Department, in conjunction with city finance and procurement personnel, develops initial operating and capital budgets. The processes to be followed during the development and approval stages of the budget are articulated in various city procedures and documents.

Financial planning and resource allocation is based on agency planning involving broad staff participation. The agency follows and complies with all policies, guidelines, and processes for budget preparation that are provided to all city departments by the finance and procurement department. The support services assistant chief and management analyst work with the agency's chiefs to gather input from various committees on program budgets, which help make up the overall agency budget.

The proposed budget is presented to the fire chief by staff officers and prioritized based upon need. The final budget is submitted by the fire chief to the city manager for inclusion in the overall city budget process for adoption by city council.

Financial management of the agency exhibits sound budgeting and control, proper recording, reporting and auditing. The peer assessment team confirmed that the city of Lee's Summit is in receipt of the most currently available Certificate of Achievement for Excellence in Financial Reporting (certificate) from the Government Finance Officers Association of the United States and Canada (GFOA) for its Comprehensive Annual Financial Report (CAFR). The agency has submitted its most recent GFOA certificate and CAFR as prima facie compliance with this criterion.

Financial resources are appropriately allocated to support the established organizational mission, the stated long-term plan, goals and objectives, and maintain the quality of programs and services. Historically, the council has been generally supportive of the agency's mission and provides the projected fiscal resources identified in the budget as being necessary to adequately fund the programs required to continue delivery of quality services. Though program services are typically well funded, budget support has not always been adequate to ensure desired levels of incumbent training and certification and division procurement activities.



The agency weathered the economic downturn from 2008-2012 fairly well and maintained its service levels. The agency works closely with the city's finance department to monitor and manage financial health and funding plans, such as the city's various internal services funds identified for equipment replacement programs (vehicles, facilities, information technologies, and public safety equipment).

## **Category V — Programs**

### **Criterion 5A – Fire Suppression**

The Lee's Summit Fire Department is a full-service fire and rescue organization designed to provide essential public safety and emergency services to a growing population base. To meet the needs of its residents, the agency currently staffs five pumpers, two quints, and five medic ambulances. The agency provides enhanced services by using the cross-staffing concept to staff one heavy rescue/hazmat unit, one 18' rescue boat, two Type-II wildland units, and an off-road side-by-side vehicle protecting the subterranean business complex. The pump capacity of all pumpers and quints is a minimum of 1,250 gallons per minute.

The agency operates a three-shift system and has established a minimum staffing benchmark of 33 firefighters 24 hours a day, 7 days a week. The agency also maintains a minimum of three firefighters per company on all front-line fire apparatus at all times. Each respective shift is led by an assistant chief of operations who is assisted by a battalion chief of operations. During high volume times the agency utilizes a call-back system to staff additional medic units and engine companies. A company officer or chief officer is designated as the scene safety officer by the incident commander at all working incidents. Additional safety officers may be designated as necessary to address the size and complexity of the incident.

The agency operates an adequate, effective, and efficient fire suppression program directed toward controlling and/or extinguishing fires for the purposes of protecting people from injury or death, and reducing property loss.

The peer assessment team identified that the agency currently takes advantage of available supplemental resources in neighboring communities. Agreements were found in place with several neighboring communities where additional resources are available if necessary. Additional firefighting resources are available from those assets within the Kansas City metropolitan area.

The agency has in place what would be considered a complete set of guidelines and procedures for responding to fires. They complete a review of all standard operating guidelines related to the program on an annual basis. These annual reviews ensure the continued introduction of industry best practices and lessons learned.

The agency has adopted an incident management system and routinely uses it during all emergency responses, regardless of the size or complexity of the incident. In addition, the agency has adopted and follows the expectations of the National Incident Management System (NIMS).

The agency routinely appraises the effectiveness of its fire suppression program. Battalion chiefs monitor the response reports for their particular shift in the agency's reporting system. They identify trends and contributing factors in public and firefighter injuries and deaths as well as the related losses associated with properties and the environment. They also use the review process to address trends and to implement best practices for mitigating significant incidents. As a result of the

combined efforts of the various review processes, the agency has been able to demonstrate the need to relocate emergency response units and to request through the budgeting process additional assets.

The agency's response and deployment standards are based upon the metro, urban, suburban, and rural population densities, and the fire demand of the community. Seven fire stations provide coverage to the city of Lee's Summit and contract areas including Greenwood, Unity Village and mutual aid when requested; agency staffing is based upon station location, incident type, and frequency. The targeted service level objectives in the standards of cover benchmark statements are based on industry standards and best practices, as identified earlier in this report in Category II – Assessment and Planning. The objectives have been approved and adopted by fire agency management and the city council. The agency's benchmark service level objectives are as follows:

For 90 percent of all low, moderate, high and maximum risk fires, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, shall be: 6 minutes and 20 seconds in metro and urban areas; 7 minutes and 20 seconds in suburban areas; and 7 minutes and 20 seconds in rural areas. The first-due unit for all risk levels shall be capable of: providing 500 gallons of water and 1,500 gallons per minute (gpm) pumping capacity; initiating command; requesting additional resources; establishing a back-up line and advancing an attack line, each flowing a minimum of 150 gpm; establishing an uninterrupted water supply; containing the fire; rescuing at-risk victims; and performing salvage operations. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all low risk fires, the total response time for the arrival of the effective response force (ERF), staffed with 3 firefighters and officers, shall be: 6 minutes and 20 seconds in metro and urban areas; 7 minutes and 20 seconds in suburban areas; and 7 minutes and 20 seconds in rural areas. The ERF for low risk fires shall be capable of: establishing an uninterrupted water supply; hoisting a ground ladder; performing forcible entry; and advancing and attack line. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all moderate risk fires, the total response time for the arrival of the ERF, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF for moderate risk fires shall be capable of: establishing command; providing an uninterrupted water supply; advancing an attack line and back up line for fire control; complying with Occupational Safety and Health Administration (OSHA) requirements of two-in and two-out; performing search and rescue; controlling utilities; and establishing an advanced life support (ALS) medical group capable of transportation of a patient to the hospital. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all high risk fires, the total response time for the arrival of the effective response force (ERF), staffed with 18 firefighters and officers, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF for high risk fires shall be capable of: establishing command; appointing a site safety officer; establishing a rapid intervention crew;

providing an uninterrupted water supply; advancing an attack line and a backup line for fire control; complying OSHA requirements of two-in and two-out; completing forcible entry; searching and rescuing at-risk victims; ventilating the structure; controlling utilities; establishing an ALS medical group capable of transportation of a patient to the hospital; operating an aerial fire apparatus; and performing salvage and overhaul. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all maximum risk fires, the total response time for the arrival of the ERF, staffed with 31 firefighters and officers, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF for maximum risk fires shall also be capable of: establishing incident command; appointing an operations division officer; appointing a site safety officer; providing an uninterrupted water supply; advancing an attack line and a backup line for fire control; complying with OSHA two-in and two-out; completing forcible entry; searching and rescuing at-risk victims; ventilating the structure, controlling utilities; establishing a ALS medical group capable of transporting multiple patients to the hospital; Establishing an ALS rehabilitation group; establishing a rapid intervention group; controlling utilities; and establishing two elevated streams into service from aerial ladders. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

The agency's baseline statements reflect actual performance during 2013 to 2015. The agency does not rely on the use of automatic aid or mutual aid from neighboring fire departments to provide its effective response force complement of personnel. The agency's actual baseline service level performance is as follows:

For 90 percent of all low risk fires, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, (3) total, is: 8 minutes and 34 seconds in metro and urban areas; 9 minutes and 44 seconds in suburban areas; and 10 minutes and 15 seconds in rural areas. The first-due unit for all risk levels shall be capable of: providing 500 gallons of water and 1,500 gallons per minute (gpm) pumping capacity; initiating command; requesting additional resources; establishing a back-up line and advancing an attack line, each flowing a minimum of 150 gpm; establishing an uninterrupted water supply; containing the fire; rescuing at-risk victims; and performing salvage operations. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all moderate risk fires, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, (3) total is: 7 minutes and 21 seconds in metro and urban areas; 8 minutes and 3 seconds in suburban areas; and 9 minutes and 26 seconds in rural areas. The first-due unit for all risk levels shall be capable of: providing 500 gallons of water and 1,500 gallons per minute (gpm) pumping capacity; initiating command; requesting additional resources; establishing a back-up line and advancing an attack line, each flowing a minimum of 150 gpm; establishing an uninterrupted water supply; containing the fire; rescuing at-risk victims; and performing salvage operations. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all high risk fires, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer is: 7 minutes and 42 seconds in metro and urban areas; 8 minutes and 20 seconds in suburban areas; and 7 minutes and 56 seconds in rural areas. The first-due unit for all risk levels shall be capable of: providing 500 gallons of water and 1,500 gallons per minute (gpm) pumping capacity; initiating command; requesting additional resources; establishing a back-up line and advancing an attack line, each flowing a minimum of 150 gpm; establishing an uninterrupted water supply; containing the fire; rescuing at-risk victims; and performing salvage operations. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all maximum risk fires, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer; (3) total, will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The first-due unit for all risk levels shall be capable of: providing 500 gallons of water and 1,500 gallons per minute (gpm) pumping capacity; initiating command; requesting additional resources; establishing a back-up line and advancing an attack line, each flowing a minimum of 150 gpm; establishing an uninterrupted water supply; containing the fire; rescuing at-risk victims; and performing salvage operations. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all low risk fires, the total response time for the arrival of the effective response force (ERF), staffed with 2 firefighters and 1 officer; (3) total is: 8 minutes and 34 seconds in metro and urban areas; 9 minutes and 44 seconds in suburban areas; and 10 minutes and 15 seconds in rural areas. The ERF is capable of: establishing an uninterrupted water supply; hoisting a ground ladder; performing forcible entry; and advancing and attack line. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all moderate risk fires, the total response time for the arrival of the ERF, staffed with 6 firefighters and 3 officers; (9) total is: 12 minutes and 29 seconds in metro and urban areas; 18 minutes and 2 seconds in suburban areas; and 18 minutes and 15 seconds in rural areas. The ERF is capable of: establishing command; providing an uninterrupted water supply; advancing an attack line and back up line for fire control; complying with Occupational Safety and Health Administration (OSHA) requirements of two-in and two-out; performing search and rescue; controlling utilities; and establishing an advanced life support (ALS) medical group capable of transportation of a patient to the hospital. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all high risk fires, the total response time for the arrival of the effective response force (ERF), staffed with 12 firefighters and 6 officers; (18) total is: 19 minutes and 58 seconds in metro and urban areas; 15 minutes and 58 seconds in suburban areas; and 21 minutes and 16 seconds in rural areas. The ERF is capable of: establishing command; appointing a site safety officer; establishing a rapid intervention crew; providing an uninterrupted water supply; advancing an attack line and a backup line for fire control; complying OSHA requirements of two-in and two-out; completing forcible entry; searching and rescuing at-risk victims; ventilating the structure; controlling utilities; establishing an

ALS medical group capable of transportation of a patient to the hospital; operating an aerial fire apparatus; and performing salvage and overhaul. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all maximum risk fires, the total response time for the arrival of the ERF, staffed with 22 firefighters and 9 officers; (31) total, will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The ERF is capable of: establishing incident command; appointing an operations division officer; appointing a site safety officer; providing an uninterrupted water supply; advancing an attack line and a backup line for fire control; complying with OSHA two-in and two-out; completing forcible entry; searching and rescuing at-risk victims; ventilating the structure, controlling utilities; establishing a ALS medical group capable of transporting multiple patients to the hospital; Establishing an ALS rehabilitation group; establishing a rapid intervention group; controlling utilities; and establishing two elevated streams into service from aerial ladders. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

The team also reviewed the available 2016 response time data and confirmed it is consistent with the provided information for 2013-2015.

<b>Low Risk Fires</b>			<b>2013-2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>90th Percentile Times - Baseline Performance</b>						
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:18	1:23	1:17	1:16
		Suburban	1:29	1:31	1:32	1:27
		Rural	1:31	1:42	1:28	1:27
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:37	2:40	2:25	2:42
		Suburban	2:28	2:26	2:24	2:46
		Rural	2:40	2:29	2:45	2:55
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	5:36	5:29	5:35	5:52
		Suburban	6:57	6:25	7:02	7:24
		Rural	7:02	6:37	7:20	7:09
	Travel Time ERF <b>Concentration</b>	Metro-Urban	5:36	5:29	5:35	5:52
		Suburban	6:57	6:25	7:02	7:24
		Rural	7:02	6:37	7:20	7:09
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	8:34	8:25	8:32	8:50
		Suburban	9:44	9:03	10:06	9:48
		Rural	10:15	9:50	10:47	10:28
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	8:34	8:25	8:32	8:50
		Suburban	9:44	9:03	10:06	9:48
		Rural	10:15	9:50	10:47	10:28

<b>Moderate Risk Fires</b>			<b>2013-2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>90th Percentile Times - Baseline Performance</b>						
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:25	1:12	1:52	2:11
		Suburban	1:35	1:21	2:12	1:35
		Rural	2:07	1:56	2:10	2:07
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:27	2:25	2:09	3:15
		Suburban	1:45	1:30	3:08	1:18
		Rural	2:07	2:07	1:47	2:22
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	4:27	4:27	4:49	3:54
		Suburban	5:10	6:03	5:10	2:16
		Rural	6:45	6:45	4:22	4:30
	Travel Time ERF <b>Concentration</b>	Metro-Urban	8:47	10:37	7:52	8:47
		Suburban	15:16	12:19	4:53	15:16
		Rural	14:24	16:10	8:32	14:24
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	7:21	7:21	7:47	6:58
		Suburban	8:03	8:03	9:23	5:46
		Rural	9:26	9:26	7:23	7:45
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	12:29	12:29	10:41	12:37
		Suburban	18:02	15:21	9:40	18:02
		Rural	18:15	18:20	12:21	18:15

<b>High Risk Fire</b>			<b>2013-2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>90th Percentile Times - Baseline Performance</b>						
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:43	1:53	1:34	1:43
		Suburban	1:58	2:07	1:45	1:12
		Rural	1:40	1:57	1:35	1:00
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:22	2:22	2:35	2:14
		Suburban	2:23	2:17	2:26	2:17
		Rural	2:10	2:09	2:18	2:19
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	4:30	4:23	4:19	4:51
		Suburban	4:49	4:23	4:55	5:24
		Rural	4:55	4:55	4:31	5:01
	Travel Time ERF <b>Concentration</b>	Metro-Urban	13:32	15:27	11:48	10:15
		Suburban	12:26	12:26	12:47	8:10
		Rural	14:02	11:39	14:02	14:10
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	7:42	7:42	7:44	7:41
		Suburban	8:20	7:30	8:45	8:07
		Rural	7:56	8:15	7:45	7:56
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	19:58	20:05	23:45	16:51
		Suburban	15:58	15:58	18:08	14:13
		Rural	21:16	16:44	22:40	21:16

### **Criterion 5B – Fire Prevention / Life Safety Program**

The agency relies on its prevention division along with suppression companies to administer its fire prevention and life safety program. The division is comprised of one assistant chief, one battalion chief, and one captain. Support is received from fire suppression crews that conduct annual fire safety inspections.

The agency operates an adequate, effective, and efficient program directed toward fire prevention, life safety, hazard risk reduction, the detection, reporting, and control of fires and other emergencies, the provision of occupant safety and exiting, and the provisions for first aid firefighting equipment.

The agency operates under the *2012 International Fire Code (IFC)* with local amendments. The current fire prevention code was adopted in 2013 by the city council through Ordinance 13-7370. The agency maintains a three to six year code adoption cycle; this is based on the amount of significant changes seen in the IFC, and the economic impact the new codes will have on the community. The agency also utilizes input from internal and external customers prior to adoption of any new fire code.

The fire prevention division provides an effective fire prevention program to the community. To ensure compliance with all applicable fire protection laws and department objectives, the fire prevention division focuses on code enforcement in the areas of new construction, schools, daycares, existing occupancies, and hazardous materials occupancies. Each of the occupancy types are inspected annually. Inspections of existing businesses and target hazards are completed primarily by operational companies and are reviewed by the prevention division. The prevention division then schedules follow-up inspections to address code compliant issues identified in the company level inspection.

The agency provides adequate staff with the specific expertise to meet the program goals and objectives. Of the prevention division's three personnel, two are certified to the level of Fire Inspector 1. Operational personnel receive annual training from the assistant chief of prevention as to how to conduct fire inspections. Currently the state of Missouri has no legislation mandating training certification levels for fire inspectors; although they offer training and certification to fire inspector levels one and two. Certification requirements are left up to the authority having jurisdiction.

The agency has established the prevention division through adoption of the IFC 2012 Building Code under Missouri State Bill Number 13-100, Ordinance number 7370. It is recommended that the agency continue to monitor the effectiveness of meeting projected timelines for construction plan reviews and permitting in order to identify the need to add additional personnel to the prevention division as workloads continue to increase. It is also recommended that the agency identify and establish a standard level of expertise to be obtained by all public education team members and fire prevention/life safety staff.

Prior to 2015 the agency conducted what would be considered an informal appraisal of the fire prevention program on an annual basis with no written documentation. The agency completed a formal program appraisal in 2015 that identified outputs, outcomes/inputs, and continuous improvement goals for 2016. Logging of other prevention activities has not been done. It is recommended that the agency develop a consistent system or method to record and capture quantitative outputs for events pertaining to the fire prevention/life safety and public education programs.

### **Criterion 5C – Public Education Program**

The Lee's Summit Fire Department delivers a targeted public safety education program through its fire prevention division of relevant fire and life safety educational programming to the community. The programming is primarily aimed at school-aged children in order to influence fire and life safety behaviors in a large portion of the city's demographic (approximately 30% under age 19).

The safety education team also offers adult and senior programs aiming to reduce deaths, injuries and property loss. The public education team consists of one assistant chief of fire prevention and a dedicated fire prevention captain. Forty-three operations personnel are scheduled on an overtime assignment to conduct activities such as school visits and health fairs in support of the full-time staff.

A public education program is in place and directed toward identifying and reducing specific risks in a manner consistent with the agency's mission. The public education program is directed towards identifying and reducing specific risks in a manner consistent with its mission. The agency targets audiences based on assessment of community demographics, review of agency incident types and volume, and safety education program evaluations. The targeted audiences include pre-school children, young school-aged children, civic and business groups, and aging residents. Program content can be modified to address short-term community or risk issues, such as the need to properly dispose of smoking materials to avoid grass fires during periods of drought.

The agency partners with the Heart of American Fire Chiefs Association (HOA) to ensure qualified income families have access to smoke alarms and batteries.

The agency's public education policy directs the administration, scheduling, delivery, and evaluation of the basic public safety education activities to be delivered by team members. The policy is reviewed at least every two years by the assistant chief of prevention.

An appraisal is conducted twice annually by the assistant chief of prevention to assess the safety education program and to prepare each fiscal year's budget prioritization. In addition, the assistant chief reviews call volume data compiled monthly for the city manager and public safety advisory board (PSAB) in order to identify trends related to emergency responses and discuss program effectiveness or community need. Criteria examined include: call volume by type and station area; potential spikes in call types; and patient contacts. The provision of programming and future needs can be realigned semi-annually, based on the review cycle. It is recommended that the agency develop a consistent system or method to record and capture quantitative outputs for events pertaining to the fire prevention/life safety program and the public education program.

The agency's public education program is supported by firefighters who request to participate. Team members receive mentoring and complete an observation period before being eligible to provide education independently. Due to this style of personnel staffing, it is recommended that the agency identify and establish a standard level of expertise to be obtained by all public education team members and fire prevention life safety staff.



### **Criterion 5D – Fire Investigation Program**

The Lee's Summit Fire Department has a dedicated fire investigation branch to conduct investigations of all reported fires within the city. The branch has one chief of fire investigations and six fire investigators. In cases where a fire investigator is unavailable or in the case of fatal fires or complex fires a request is made to other agencies for assistance, such as Missouri State Fire Marshal's Office (SFMO), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), or the Federal Bureau of Investigations (FBI).

The agency operates an adequate, effective and efficient program directed toward origin and cause investigation and determination for fires, explosions, and other emergency situations that endanger life or property.

The *2012 International Fire Code* and Lee's Summit City Ordinance 7370 authorizes the agency's fire investigation program. The code establishes the authority to investigate the cause, origin, and circumstances of any fire or explosion by the Fire Investigation Unit (FIU). The agency's establishing and regulating by-law has described and defined the fire prevention division as having the statutory responsibility to investigate fires and determine fire origin and cause. The division investigates fires, explosions, and other hazardous conditions.

The FIU investigations are scientifically and systematically conducted using the National Fire Protection Association (NFPA) 921: *Guide for Fire and Explosion Investigations, 2011 edition* and the skills identified in NFPA 1033: *Standard for Professional Qualifications for Fire Investigator*. Company officers are provided with mandated overview training on the content of the standard to ensure that they are familiar with the overall expectations of an investigation.

The current staffing level allows the agency to adequately meet its mandate of conducting fire cause determination and fire injury investigations. All fire investigators are qualified to NFPA 1033. The assistance of the Missouri SFMO, ATF, and FBI has proven very valuable in completing the criminal portion of the investigations.

The division completes a review of all of its standard operating guidelines on an annual basis. All significant changes to the guidelines are reviewed and approved by senior agency management.

A full appraisal is conducted annually using an appraisal template, which identifies inputs and outputs, outcomes and impacts, conclusions, and continuous improvement goals to enhance the program over the next appraisal cycle. The FIU appraisal is completed annually by the assistant chief of prevention and is communicated through management channels to assist in the development of the fire investigation program.

### **Criterion 5E – Technical Rescue**

The Lee's Summit Fire Department provides a technical rescue program to its residents including, but not limited to: vehicle entrapment, high angle, swift water, ice rescue, confined space, and trench collapse. The agency is staffed and equipped to respond to basic technical rescue incidents within the city, contract areas, and mutual aid when requested. All firefighters are trained to the minimum of the awareness level. Depending on the technicality of the rescue, the department may be able to mitigate or stabilize the incident while waiting on regional technical mutual aid units to perform the rescue. Mutual aid would likely come from Central Jackson County Fire Protection District located

in Blue Springs or the Kansas City Fire Department. Additionally, Squad 1, a cross-staffed apparatus, is equipped with equipment for trench rescue and confined space rescue.

A company officer or chief officer is designated as the scene safety officer by the incident commander at all working incidents. Additional safety officers may be designated as necessary to address the size and complexity of the incident.

The agency operates an adequate, effective, and efficient program directed toward rescuing trapped or endangered persons from any life-endangering cause, e.g., structural collapse, vehicle accidents, swift water or submersion, confined space, cave-in, trench collapse, fire, etc.

The agency has several standard operating guidelines (SOGs) in place that pertain to technical rescue incidents (SOG 1: *Risk/Benefit Analysis Statement*; SOG 2: *Emergency Incident Management*; SOG 3: *Communications*; SOG 4: *Safety*, and SOG 12: *Technical Rescue*. These develop the framework of the incident decision-making and priorities, utilization of incident management system (IMS), communications guidelines, and safety and personal accountability that is utilized during all technical rescue incidents.

The agency is currently using an appraisal template, which identifies inputs and outputs, outcomes and impacts, conclusions, and continuous improvement goals to enhance the program over the next appraisal cycle. The technical rescue appraisal is completed annually by a representative designated by the fire chief and is communicated through management channels to assist in the development of the technical rescue program. The effectiveness of the technical rescue program is also appraised through the agency post incident analysis processes which are conducted on major incidents or when there are lessons to be learned from other types of incidents.

The agency's response and deployment standards are based upon the metro, urban, suburban, and rural population densities, and the technical rescue demands of the community. Seven fire stations provide coverage to the city of Lee's Summit and contract areas including Greenwood, Unity Village, and mutual aid when requested; department staffing is based upon station location, incident type, and frequency. The targeted service level objectives in the standards of cover benchmark statements are based on industry standards and best practices, as identified earlier in this report in Category II – Assessment and Planning. The objectives have been approved and adopted by fire department management and the city council. The agency's benchmark service level objectives are as follows:

For 90 percent of all technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, 3 total shall be: 6 minutes and 20 seconds in metro and urban areas; 7 minutes and 20 seconds in suburban areas; and 7 minutes and 20 seconds in rural areas. The first-due unit shall be capable of: establishing command; sizing up to determine if a technical rescue response is required; requesting additional resources; and providing basic life support to any victim without endangering response personnel in accordance with agency standard operating guidelines.

For 90 percent of all low risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 3 firefighters, 1 firefighter paramedic, and 1 officer, (5) total, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing command; sizing up to determine if a technical rescue

response is required; requesting additional resources; force entry into a vehicle; and providing ALS care to a victim in accordance with department standard operating guidelines.

For 90 percent of all moderate risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 6 firefighters, 2 firefighter paramedics and 3 officers, (11) total, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing incident command; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing ALS medical care and transportation for up to 4 victims in accordance with department standard operating guidelines.

For 90 percent of all high risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 10 firefighters, 4 firefighter paramedics and 5 officers, (19) total, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing incident command; establishing a site safety officer; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing ALS medical care and transportation for up to 7 victims involved in a motor vehicle collision (MVC) in accordance with department standard operating guidelines.

For 90 percent of all maximum tier I risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 16 firefighters, 6 firefighter paramedics and 8 officers, (30) total, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing incident command; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing ALS medical care and transportation for 8 or more victims involved in a MVC in accordance with department standard operating guidelines.

For 90 percent of all maximum tier II risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 18 firefighters, 4 firefighter paramedics, and 9 officers, 31 total shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing incident command; appointing a site safety officer; establishing a rescue group supervisor; staffing rescue and support group operations; establishing an ALS medical group; establishing an ALS transportation group; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during the technical rescue incident involving a natural or man-made disaster in accordance with agency standard operating guidelines.

The agency's baseline statements reflect actual performance during 2013 to 2015. The agency does not rely on the use of automatic aid or mutual aid from neighboring fire departments to provide its effective response force complement of personnel. The agency's actual baseline service level performance is as follows:

For 90 percent of low risk technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, (3) total, is: 7 minutes and 36 seconds in metro and urban areas; 8 minutes and 57 seconds in suburban areas; and 10 minutes and 22 seconds in rural areas. The first-due unit is capable of: establishing command; sizing up to determine if a technical rescue response is required; requesting additional resources; and providing basic life support to any victim without endangering response personnel in accordance with department standard operating guidelines.

For 90 percent of moderate risk technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, (3) total, is: 7 minutes and 43 seconds in metro and urban areas; 8 minutes and 33 seconds in suburban areas; and 10 minutes and 16 seconds in rural areas. The first-due unit is capable of: establishing command; sizing up to determine if a technical rescue response is required; requesting additional resources; and providing basic life support to any victim without endangering response personnel in accordance with department standard operating guidelines.

For 90 percent of high risk technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, (3) total, is: 5 minutes and 13 seconds in metro and urban areas; no historical data in suburban areas; and 9 minutes and 27 seconds in rural areas. The first-due unit is capable of: establishing command; sizing up to determine if a technical rescue response is required; requesting additional resources; and providing basic life support to any victim without endangering response personnel in accordance with department standard operating guidelines.

For 90 percent of maximum tier I risk technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, (3) total, will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The first-due unit is capable of: establishing command; sizing up to determine if a technical rescue response is required; requesting additional resources; and providing basic life support to any victim without endangering response personnel in accordance with department standard operating guidelines.

For 90 percent of maximum tier II risk technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, (3) total, will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The first-due unit is capable of: establishing command; sizing up to determine if a technical rescue response is required; requesting additional resources; and providing basic life support to any victim without endangering response personnel in accordance with department standard operating guidelines.

For 90 percent of all low risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 3 firefighters, 1 firefighter paramedic and 1 officers, (5) total, is: 10 minutes and 49 seconds in metro and urban areas; 12 minutes and 3 seconds in suburban areas; and 14 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing command; sizing up to determine if a technical rescue response is required; requesting additional resources; force entry into a vehicle; and providing ALS care to a victim in accordance with department standard operating guidelines.

For 90 percent of all moderate risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 6 firefighters, 2 firefighter paramedics, and 3 officers, (11) total, is: 17 minutes and 25 seconds in metro and urban areas; 15 minutes and 10 seconds in suburban areas; and 21 minutes and 20 seconds in rural areas. The ERF is capable of: establishing incident command; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing ALS medical care and transportation for up to 4 victims in accordance with department standard operating guidelines.

For 90 percent of all high risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 10 firefighters, 4 firefighter paramedics, and 5 officers, (19) total, is: unknown in metro and urban areas with no historical deployment data; 11 minutes and 34 seconds in suburban areas; and unknown in rural areas with no historical deployment data. The ERF is capable of: establishing incident command; establishing a site safety officer; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing ALS medical care and transportation for up to 7 victims involved in a motor vehicle collision (MVC) in accordance with department standard operating guidelines.

For 90 percent of all maximum tier I risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 16 firefighters, 6 firefighter paramedics, and 8 officers including the technical unit, (30) total, will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The ERF is capable of: establishing incident command; establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incidents; and providing ALS medical care and transportation for 8 or more victims involved in a MVC in accordance with department standard operating guidelines.

For 90 percent of all maximum tier II risk rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 18 firefighters, 4 firefighter paramedics, and 9 officers including the technical response unit, (31) total, will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The ERF is capable of: establishing incident command; establishing a site safety officer; establishing a rescue group supervisor; staffing rescue and support group operations; establishing an ALS medical group; establishing an ALS rehab group; establishing an ALS transportation group; staging and apparatus set up; providing technical expertise, knowledge, skills, and abilities during technical rescue incident involving a natural or man-made disaster in accordance with department standard operating guidelines.

The team also reviewed the available 2016 response time data and confirmed it is consistent with the provided information for 2013-2015.

<b>Technical Rescue - 90th Percentile Times – Low Risk - Baseline Performance</b>			<b>2013- 2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:28	1:32	1:23	1:30
		Suburban	1:31	1:25	1:45	1:24
		Rural	1:39	1:49	1:32	1:32
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:29	2:11	2:26	2:34
		Suburban	2:28	2:41	2:30	2:24
		Rural	2:34	2:26	2:33	2:41
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	4:33	4:34	4:21	4:40
		Suburban	6:15	5:24	6:49	6:01
		Rural	7:08	7:10	7:08	7:06
	Travel Time ERF <b>Concentration</b>	Metro-Urban	7:39	6:44	7:10	8:38
		Suburban	8:33	6:40	9:47	7:19
		Rural	10:03	9:01	10:01	12:22
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	7:36	7:25	7:45	7:45
		Suburban	8:57	8:52	9:06	9:14
		Rural	10:22	10:24	10:11	10:26
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	10:49	11:34	10:25	12:19
		Suburban	12:03	9:23	12:44	11:22
		Rural	14:20	12:48	14:45	15:43

<b>Technical Rescue - 90th Percentile Times – Moderate Risk - Baseline Performance</b>			<b>2013-2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:36	1:36	1:54	1:17
		Suburban	1:39	1:39	1:29	2:11
		Rural	1:49	1:46	1:37	1:56
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:06	2:01	1:49	2:23
		Suburban	2:18	2:11	2:27	2:22
		Rural	2:16	1:51	2:20	2:32
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	4:38	4:08	4:38	4:41
		Suburban	5:51	5:16	5:34	6:18
		Rural	7:02	6:53	7:35	6:17
	Travel Time ERF <b>Concentration</b>	Metro-Urban	9:34	9:34	7:53	9:45
		Suburban	11:13	25:16	7:10	7:08
		Rural	13:40	13:37	13:27	18:33
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	7:43	6:46	7:56	9:22
		Suburban	8:33	8:33	8:08	8:54
		Rural	10:16	9:36	11:20	10:30
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	17:25	17:25	11:18	21:14
		Suburban	15:10	27:53	10:11	10:56
		Rural	21:20	21:18	20:15	24:12

<b>Technical Rescue - 90th Percentile Times – High Risk - Baseline Performance</b>			<b>2013-2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:09	:39	1:09	1:09
		Suburban	1:59	1:59	0	1:04
		Rural	1:16	1:32	:59	1:04
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:00	1:33	1:31	2:00
		Suburban	1:34	1:34	0	1:19
		Rural	2:39	2:08	2:39	3:14
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	1:55	:01	0	1:55
		Suburban	0	0	0	0
		Rural	5:34	5:34	4:54	4:08
	Travel Time ERF <b>Concentration</b>	Metro-Urban	0	0	0	0
		Suburban	6:00	0	0	6:00
		Rural	0	0	0	0
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	5:13	2:13	0	5:13
		Suburban	0	0	0	0
		Rural	9:27	9:27	7:51	6:57
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	0	0	0	0
		Suburban	11:34	0	0	11:34
		Rural	0	0	0	0

It was verified and validated by the peer assessment team that the Lee’s Summit Fire Department did not have sufficient maximum risk technical rescue incidents, which required an effective response force to be assembled for 2013-2015, to provide reliable data. There are therefore no baseline service performance statements provided for the effective response force in this report.

**Criterion 5F – Hazardous Materials (Hazmat)**

The Lee’s Summit Fire Department has a comprehensive approach to hazardous materials emergencies wherein all first-due companies are trained to the awareness and operations levels. The agency’s fire prevention, operations, and training divisions share a role in managing the agency’s hazardous material (Hazmat) program. The prevention division provides support for prevention and mitigation through code enforcement. The operations division manages incident response for low, moderate, and high risk incidents. The training division manages the hazardous material team capability for the organization and supports the operations division during incident response.

Each single unit resource in the organization is equipped with resources to manage the initial response to a hazardous material incident, such as binoculars, Department of Transportation Emergency Response Guide, and National Institute of Occupational Safety and Health (NIOSH) Pocket Guide to Chemical Hazards. Pumpers and truck companies are equipped with additional resources to determine the presence of a hazardous material utilizing monitoring equipment such as combustible gas indicator, carbon monoxide detectors, hydrogen sulfide detectors, oxygen sensors, photo ionization detectors, thermal imaging camera, and thermal sensors. Additionally, all pumpers,



ladder trucks, rescues, and command vehicles carry minimal equipment for damming, diking, and diverting operations. Once the company detects the presence of a chemical they use the monitors to establish protective zones to restrict access to the hazard. The pumpers and trucks also have the equipment to set up and perform decontamination operations to include chemical protective clothing and portable containment basins.

A company officer or chief officer is designated as the scene safety officer by the incident commander at all working incidents. Additional safety officers may be designated as necessary to address the size and complexity of the incident.

The agency operates an adequate, effective, and efficient hazardous materials program directed toward protecting the community from the hazards associated with fires and uncontrolled releases of hazardous and toxic materials.

The agency has developed standard operating guidelines (SOGs) to provide a central core of directives from which personnel can effectively, efficiently, and safely meet the level of response for hazmat events. The agency's Policy 42 requires a complete review of SOGs biennially. Personnel assigned to the hazmat team complete the initial review and senior management reviews and approves any recommended changes.

The agency is currently using an appraisal template, which identifies inputs and outputs, outcomes and impacts, conclusions, and continuous improvement goals to enhance the program over the next appraisal cycle. The hazmat appraisal is completed annually by a representative designated by the fire chief and is communicated through management channels to assist in the development of the hazmat program. The appraisal identifies an increase in demand with some improvement in components of total response time (TRT) reported with the records management system (RMS). This is an increase in activity with gas line breaks during utility development.

The agency's response and deployment standards are based upon the metro, urban, suburban, and rural population densities, and the hazardous materials response demands of the community. Seven fire stations provide coverage to the city of Lee's Summit and contract areas including Greenwood, Unity Village and mutual aid when requested; department staffing is based upon station location, incident type, and frequency. The targeted service level objectives in the standards of cover benchmark statements are based on industry standards and best practices, as identified earlier in this report in Category II – Assessment and Planning. The objectives have been approved and adopted by fire department management and the city council. The department's benchmark service level objectives are as follows:

For 90 percent of all hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer, (3) total, shall be: 6 minutes and 20 seconds in metro and urban areas; 7 minutes and 20 seconds in suburban areas; and 7 minutes and 20 seconds in rural areas. The first-due unit shall be capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all low risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 2 firefighters and 1 officer, (3) total, shall be: 10 minutes and 20

seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone in accordance with department standard operating guidelines.

For 90 percent of all moderate risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF), staffed with 5 firefighters, 1 firefighter paramedic and 3 officers, (9) total, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing command; appointing a site safety officer; appointing a hazmat group supervisor; establishing a hazmat operations group; establishing an ALS medical group; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

For 90 percent of all high risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 11 firefighters, 3 firefighter paramedics, and 5 officers, (19) total, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing command; appointing a site safety officer; appointing a hazmat group supervisor; establishing an ALS medical group; establishing a hazmat operations group; establishing a support operations group; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

For 90 percent of all maximum risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 21 firefighters, 4 firefighter paramedics and 6 officers, (31) total, shall be: 10 minutes and 20 seconds in metro and urban areas; 12 minutes and 20 seconds in suburban areas; and 12 minutes and 20 seconds in rural areas. The ERF shall be capable of: establishing command; appointing a site safety officer; appointing a hazmat group supervisor; establishing an ALS medical group; establishing a hazmat operations group; establishing a support operations group; establishing a transportation group; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

The agency's baseline statements reflect actual performance during 2013 to 2015. The agency does not rely on the use of automatic aid or mutual aid from neighboring fire departments to provide its effective response force complement of personnel. The agency's actual baseline service level performance is as follows:

For 90 percent of all low risk hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer; (3) total is: 9 minutes and 16 seconds in metro and urban areas; 10 minutes and 17 seconds in suburban areas; and 9 minutes and 16 seconds in rural areas. The first-due unit is capable of: establishing command; sizing up and assessing the situation to determine the presence of a

potential hazardous material; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all moderate risk hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer; (3) total is: 10 minutes and 06 seconds in metro and urban areas; 11 minutes and 12 seconds in suburban areas; and 9 minutes and 52 seconds in rural areas. The first-due unit is capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all high risk hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer; (3) total, will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The first-due unit is capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all maximum risk hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters and 1 officer; (3) total, will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The first-due unit is capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone.

For 90 percent of all low risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF), staffed with 2 firefighters and 1 officer, (3) total, is: 9 minutes and 16 seconds in metro and urban areas; 10 minutes and 17 seconds in suburban areas; and 9 minutes and 16 seconds in rural areas. The ERF is capable of: establishing command; sizing up and assessing the situation to determine the presence of a potential hazardous material; determining the need for additional resources; estimating the potential harm without intervention; and begin establishing a hot, warm, and cold zone in accordance with department standard operating guidelines.

For 90 percent of all moderate risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF), staffed with 5 firefighters, 1 firefighter paramedic, and 3 officers, (9) total is: 13 minutes and 56 seconds in metro and urban areas; 15 minutes and 31 seconds in suburban areas; and 20 minutes and 26 seconds in rural areas. The ERF is capable of: establishing command; appointing a site safety officer; appointing a hazmat group supervisor; establishing a hazmat operations group; establishing an ALS medical group; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

For 90 percent of all high risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response unit, staffed with 11 firefighters, 3 firefighter paramedics, and 5 officers, (19) total

will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The ERF is capable of: establishing command; appointing a site safety officer; appointing a hazmat group supervisor; establishing an ALS medical group; establishing a hazmat operations group; establishing a support operations group; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

For 90 percent of all maximum risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response unit, staffed with 18 firefighters, 4 firefighter paramedics, and 9 officers; (31) total , will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The ERF is capable of: establishing command; appointing a site safety officer; appointing a hazmat group supervisor; establishing an ALS medical group; establishing a hazmat operations group; establishing a support operations group; establishing a transportation group; and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with department standard operating guidelines.

The team also reviewed the available 2016 response time data and confirmed it is consistent with the provided information for 2013-2015.

<b>Hazardous Materials - 90th Percentile Times – Low Risk - Baseline Performance</b>			<b>2013-2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:11	1:09	1:16	1:05
		Suburban	1:06	1:07	1:23	:54
		Rural	1:40	1:59	1:40	1:31
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:59	2:05	2:46	3:04
		Suburban	2:53	1:42	2:56	2:47
		Rural	2:29	1:55	1:55	2:36
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	6:19	6:25	6:19	5:45
		Suburban	7:18	6:33	9:00	5:12
		Rural	5:55	6:08	5:50	5:17
	Travel Time ERF <b>Concentration</b>	Metro-Urban	6:19	6:25	6:19	5:45
		Suburban	7:18	6:33	9:00	5:12
		Rural	5:55	6:08	5:50	5:17
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	9:16	8:39	9:47	8:26
		Suburban	10:17	8:07	10:36	9:13
		Rural	9:16	9:16	8:53	7:49
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	9:16	8:39	9:47	8:26
		Suburban	10:17	8:07	10:36	9:13
		Rural	9:16	9:16	8:53	7:49

<b>Hazardous Materials - 90th Percentile Times – Moderate Risk - Baseline Performance</b>			<b>2013-2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:22	1:22	1:39	1:20
		Suburban	1:27	1:35	1:27	:57
		Rural	1:48	1:48	1:55	:55
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:19	2:19	2:11	2:54
		Suburban	2:40	3:02	2:00	2:26
		Rural	2:29	2:27	2:31	2:09
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	6:41	7:34	5:36	6:41
		Suburban	7:59	9:57	5:47	7:37
		Rural	7:10	7:49	6:17	7:10
	Travel Time ERF <b>Concentration</b>	Metro-Urban	10:28	11:06	0	8:19
		Suburban	11:53	10:04	11:00	11:53
		Rural	:02	:02	0	0
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	10:06	10:47	9:08	9:55
		Suburban	11:12	13:40	8:04	10:39
		Rural	9:52	10:51	9:44	8:58
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	13:56	15:09	0	10:48
		Suburban	15:31	13:59	13:32	15:31
		Rural	20:26	20:26	0	0

**Criterion 5G – Emergency Medical Services (EMS)**

The Lee’s Summit Fire Department (LSFD) maintains an ambulance service license through the Missouri Department of Health and Senior Services, which gives the fire department legal authority to operate as an ambulance service in the state of Missouri. The agency’s medical director provides program oversight and approves protocols for service delivery. All communications personnel are trained and certified as Emergency Medical Dispatchers (EMD). All sworn personnel are trained and licensed Emergency Medical Technicians (EMT) or Emergency Medical Technician Paramedics (EMT-P).

The LSFD is staffed and equipped to respond to basic life support (BLS) and advanced life support (ALS) emergency incidents within the city, contract areas of Greenwood, Unity Village, and mutual aid when requested.

The agency has five rescues (ground transport ambulances), located at stations 1, 2, 4, 5, and 7. Each rescue is staffed at a minimum, with a state licensed EMT and EMT-P. Station 1 also has two reserve rescues, which are staffed on an as needed basis. All pumper and truck minimum-staffing requirement is three EMT’s with the exception of stations 3 and 6. These two stations currently do not have an ambulance. Because of this, an EMT-P is required for staffing on the fire apparatus at those stations, as of Feb ’16. All rescues, pumpers, and trucks are equipped with a mechanical cardio-pulmonary resuscitation (CPR) device, an automatic external defibrillator (AED), and a basic life support first aid kit.

A company officer or chief officer is designated as the scene safety officer by the incident commander at all working incidents. Additional safety officers may be designated as necessary to address the size and complexity of the incident.

The agency operates an EMS program that provides the community with a designated level of out-of-hospital emergency medical care.

The agency has developed standard operating guidelines (SOGs) for EMS response so that responding personnel can effectively, efficiently, and safely work to provide the optimum level of service. In addition, agency personnel follow the treatment protocols established by the medical director.

A patient care record is created and maintained for each patient encounter within the agency's electronic patient care report (ePCR) system. The agency currently uses the Image Trend<sup>®</sup> software to manage their ePCR records.

All patient care records involving critical patient care conditions, failures of the emergency communications system, and mass casualty incidents receive an independent review by the medical director. Other records are reviewed upon request. To improve the delivery of emergency medical care, it is recommended that a quality improvement criteria be incorporated into the agency's existing EMS policies to ensure the agency's EMS committee regularly reviews processes and issues which may arise.

The agency has a Health Insurance Portability and Accountability Act (HIPAA) compliance program in place. All personnel have received proper training to this act. Members of the agency are responsible for maintaining privacy and confidentiality of an individual's personal information in accordance to local, state, and federal protocols. The agency has not discovered any violations of the HIPAA regulation since the policies were implemented. The agency trains each new employee on its procedures during initial EMT training and for all members during continuing education training.

All patient contacts receive the city notice of privacy practices (NPP) form. This is standard practice with the medical crews involved in patient care delivery. The patient's signature on the electronic Image Trend report includes HIPPA consent and Protocol 23 provides for each patient receiving the NPP form. Non-transport patient refusals also receive the form, as acknowledged by the patient's signature within the refusal of care form.

The agency is currently using an appraisal template which identifies inputs and outputs, outcomes and impacts, conclusions, and continuous improvement goals to enhance the program over the next appraisal cycle. The EMS appraisal is completed annually by a representative designated by the fire chief and is communicated through management channels to assist in the development of the EMS program. The appraisal identifies a 6.20% negative trend in successful cardiac arrest resuscitations reported within the Image Trend RMS. This is documented as an outcome from the program, though quantified from a moderately small data set of 86 inputs. Response performance is evaluated based on the objective statements within the Response Performance Compliance Policy and trended from risk level baselines.

The agency's response and deployment standards are based upon the metro, urban, suburban, and rural population densities, and the medical support demands of the community. Seven fire stations provide coverage to the city of Lee's Summit and contract areas including Greenwood, Unity Village

and mutual aid when requested; department staffing is based upon station location, incident type, and frequency. The targeted service level objectives in the standards of cover benchmark statements are based on industry standards and best practices, as identified earlier in this report in Category II – Assessment and Planning. The objectives have been approved and adopted by fire department management and the city council. The agency’s benchmark service level objectives are as follows:

For 90 percent of all low, moderate, high and maximum risk EMS incidents, the total response time for the arrival of the first-due unit staffed with 2 firefighters EMT-B, shall be: 6 minutes in metro and urban areas; 6 minutes in suburban areas; and 7 minutes in rural areas. The first-due unit for all risk levels shall be capable of: initiating command; providing basic life support (BLS) tasks; performing a patient assessment; initiating oxygen therapy; monitoring blood glucose; applying an Automated External Defibrillator (AED); controlling bleeding, and performing cardio-pulmonary resuscitation (CPR). These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all low risk EMS, the total response time for the arrival of the effective response force (ERF), staffed with 3 firefighters, 1 firefighter paramedic, and 1 officer; (5) total, shall be: 10 minutes in metro and urban areas; 12 minutes in suburban areas; and 12 minutes in rural areas. The ERF shall be capable of: establishing incident command; performing a patient assessment; performing advanced airway maneuvers; applying advanced airway adjuncts; operating a mechanical ventilator; performing and interpreting 4, 12 and 15 lead electro-cardiograms; performing synchronized cardio-version; performing defibrillation; monitoring carbon dioxide waveforms; administering nasal, oral, mucosal, venous, sub-lingual, sub-cutaneous, intra-muscular, and intraosseous medication; performing drug dose calculations; operating a mechanical medication infusion pump; monitoring body temperature; monitoring blood glucose; applying traction, rigid and semi-rigid splints; assessing blood pressure and pulse rate; establishing venous or intraosseous access; contacting all regional hospital emergency departments by radio; and transporting a patient on a secured wheeled cot to a hospital. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all moderate risk EMS, the total response time for the arrival of the ERF, staffed with 3 firefighters, 1 firefighter paramedic, and 2 officers, (6) total, shall be: 10 minutes in metro and urban areas; 12 minutes in suburban areas; and 12 minutes in rural areas. The ERF shall be capable of: establishing incident command; performing a patient assessment; performing advanced airway maneuvers; applying advanced airway adjuncts; operating a mechanical ventilator; performing and interpreting 4, 12 and 15 lead electro-cardiograms; performing synchronized cardio-version; performing defibrillation; monitoring carbon dioxide waveforms; administering nasal, oral, mucosal, venous, sub-lingual, sub-cutaneous, intra-muscular, and intraosseous medication; performing drug dose calculations; operating a mechanical medication infusion pump; monitoring body temperature; monitoring blood glucose; applying traction, rigid and semi-rigid splints; assessing blood pressure and pulse rate; establishing venous or intraosseous access; contacting all regional hospital emergency departments by radio; applying the Lucas compression device; and transporting a patient on a secured wheeled cot to a hospital. These operations shall be done in accordance

with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all high risk EMS, the total response time for the arrival of the ERF, staffed with 10 firefighters, 4 firefighter paramedics and 5 officers, (19) total, shall be 10 minutes in metro urban areas; 12 minutes in suburban areas; and 12 minutes in rural areas. The ERF shall also be capable of: establishing incident command; establishing a safety officer; establishing a triage officer; establishing a transport officer; establishing a treatment officer; performing a patient assessments; performing advanced airway maneuvers; applying advanced airway adjuncts; operating mechanical ventilators; performing and interpreting 4, 12 and 15 lead electro-cardiograms; performing synchronized cardio-version; performing defibrillation; monitoring carbon dioxide waveforms; administering nasal, oral, mucosal, venous, sub-lingual, sub-cutaneous, intra-muscular, and intraosseous medications; performing drug dose calculations; operating mechanical medication infusion pumps; monitoring body temperature; monitoring blood glucose; applying traction, rigid and semi-rigid splints; assessing blood pressure and pulse rates; establishing venous or intraosseous access; contacting all regional hospital emergency departments by radio; applying the Lucas compression device; and begin treatment and transport for a minimum of 5 to 7 patients to a hospital. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all maximum risk EMS, the total response time for the arrival of the ERF, staffed with 19 firefighters, 6 firefighter paramedics and 5 officers, (30) total, shall be 10 minutes in metro and urban areas; 12 minutes in suburban areas; and 12 minutes and in rural areas. The ERF shall be capable of: establishing incident command; establishing a safety officer; establishing a triage officer; establishing a transport officer; establishing a treatment officer; performing a patient assessments; performing advanced airway maneuvers; applying advanced airway adjuncts; operating mechanical ventilators; performing and interpreting 4, 12 and 15 lead electro-cardiograms; performing synchronized cardio-version; performing defibrillation; monitoring carbon dioxide waveforms; administering nasal, oral, mucosal, venous, sub-lingual, sub-cutaneous, intra-muscular, and intraosseous medications; performing drug dose calculations; operating mechanical medication infusion pumps; monitoring body temperature; monitoring blood glucose; applying traction, rigid and semi-rigid splints; assessing blood pressure and pulse rates; establishing venous or intraosseous access; contacting all regional hospital emergency departments by radio; applying the Lucas compression device; and begin treatment and transport for a minimum of 8 or more patients to a hospital. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

The agency's baseline statements reflect actual performance during 2013 to 2015. The agency does not rely on the use of automatic aid or mutual aid from neighboring fire departments to provide its effective response force complement of personnel. The agency's actual baseline service level performance is as follows:

For 90 percent of all low risk EMS incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters certified as an EMT-B is: 7 minutes and 42 seconds in metro and urban areas; 9 minutes and 16 seconds in suburban areas; and 8 minutes and 53 seconds in rural areas. The first-due unit for all risk levels shall be capable of: initiating command; providing basic life support (BLS) tasks; performing a patient assessment;



initiating oxygen therapy; monitoring blood glucose; applying an Automated External Defibrillator (AED); controlling bleeding, and performing cardio-pulmonary resuscitation (CPR). These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all moderate risk EMS incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters certified as an EMT-B is: 7 minutes and 23 seconds in metro and urban areas; 8 minutes and 24 second in suburban areas; and 8 minutes and 47 seconds in rural areas. The first-due unit for all risk levels shall be capable of: initiating command; providing basic life support (BLS) tasks; performing a patient assessment; initiating oxygen therapy; monitoring blood glucose; applying an Automated External Defibrillator (AED); controlling bleeding, and performing cardio-pulmonary resuscitation (CPR). These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all high risk EMS incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters certified as an EMT-B will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The first-due unit for all risk levels shall be capable of: initiating command; providing basic life support (BLS) tasks; performing a patient assessment; initiating oxygen therapy; monitoring blood glucose; applying an Automated External Defibrillator (AED); controlling bleeding, and performing cardio-pulmonary resuscitation (CPR). These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all maximum risk EMS incidents, the total response time for the arrival of the first-due unit, staffed with 2 firefighters certified as an EMT-B will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The first-due unit for all risk levels shall be capable of: initiating command; providing basic life support (BLS) tasks; performing a patient assessment; initiating oxygen therapy; monitoring blood glucose; applying an Automated External Defibrillator (AED); controlling bleeding, and performing cardio-pulmonary resuscitation (CPR). These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all low risk EMS, the total response time for the arrival of the effective response force (ERF), staffed with 3 firefighters, 1 firefighter paramedic, and 1 officer; (5) total is: 10 minutes and 49 seconds in metro and urban areas; 12 minutes and 33 seconds in suburban areas; and 12 minutes and 9 seconds in rural areas. The ERF is capable of: establishing incident command; performing a patient assessment; performing advanced airway maneuvers; applying advanced airway adjuncts; operating a mechanical ventilator; performing and interpreting 4, 12 and 15 lead electro-cardiograms; performing synchronized cardio-version; performing defibrillation; monitoring carbon dioxide waveforms; administering nasal, oral, mucosal, venous, sub-lingual, sub-cutaneous, intra-muscular, and intraosseous medication; performing drug dose calculations; operating a mechanical medication infusion pump; monitoring body temperature; monitoring blood glucose; applying traction, rigid and semi-rigid splints; assessing blood pressure and pulse rate; establishing venous or intraosseous access; contacting all regional hospital emergency departments by

radio; and transporting a patient on a secured wheeled cot with lights and sirens to a hospital. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all moderate risk EMS, the total response time for the arrival of the ERF, staffed with 3 firefighters, 1 firefighter paramedic, and 2 officers, (6) total is: 17 minutes and 19 seconds in metro and urban areas; 19 minutes and 9 seconds in suburban areas; and 15 minutes and 9 seconds in rural areas. The ERF is capable of: establishing incident command; performing a patient assessment; performing advanced airway maneuvers; applying advanced airway adjuncts; operating a mechanical ventilator; performing and interpreting 4, 12 and 15 lead electro-cardiograms; performing synchronized cardio-version; performing defibrillation; monitoring carbon dioxide waveforms; administering nasal, oral, mucosal, venous, sub-lingual, sub-cutaneous, intra-muscular, and intraosseous medication; performing drug dose calculations; operating a mechanical medication infusion pump; monitoring body temperature; monitoring blood glucose; applying traction, rigid and semi-rigid splints; assessing blood pressure and pulse rate; establishing venous or intraosseous access; contacting all regional hospital emergency departments by radio; applying the Lucas compression device; and transporting a patient on a secured wheeled cot with lights and sirens to a hospital. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all high risk EMS, the total response time for the arrival of the ERF, staffed with 10 firefighters, 4 firefighter paramedics and 5 officers; (19) total will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The ERF is capable of: establishing incident command; establishing a safety officer; establishing a triage officer; establishing a transport officer; establishing a treatment officer; performing a patient assessments; performing advanced airway maneuvers; applying advanced airway adjuncts; operating mechanical ventilators; performing and interpreting 4, 12 and 15 lead electro-cardiograms; performing synchronized cardio-version; performing defibrillation; monitoring carbon dioxide waveforms; administering nasal, oral, mucosal, venous, sub-lingual, sub-cutaneous, intra-muscular, and intraosseous medications; performing drug dose calculations; operating mechanical medication infusion pumps; monitoring body temperature; monitoring blood glucose; applying traction, rigid and semi-rigid splints; assessing blood pressure and pulse rates; establishing venous or intraosseous access; contacting all regional hospital emergency departments by radio; applying the Lucas compression device; and begin treatment and transport for a minimum of 5 to 7 patients with lights and sirens to a hospital. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

For 90 percent of all maximum risk EMS, the total response time for the arrival of the ERF, staffed with 19 firefighters, 6 firefighter paramedics and 5 officers; (30) total, will be updated to identify a baseline when a deployment occurs. There is no historic data at this level of risk to identify a baseline. The ERF is capable of: establishing incident command; establishing a safety officer; establishing a triage officer; establishing a transport officer; establishing a treatment officer; performing a patient assessments; performing advanced airway maneuvers; applying advanced airway adjuncts; operating mechanical ventilators; performing and interpreting 4, 12 and 15 lead electro-cardiograms; performing synchronized cardio-version;

performing defibrillation; monitoring carbon dioxide waveforms; administering nasal, oral, mucosal, venous, sub-lingual, sub-cutaneous, intra-muscular, and intraosseous medications; performing drug dose calculations; operating mechanical medication infusion pumps; monitoring body temperature; monitoring blood glucose; applying traction, rigid and semi-rigid splints; assessing blood pressure and pulse rates; establishing venous or intraosseous access; contacting all regional hospital emergency departments by radio; applying the Lucas compression device; and begin treatment and transport for a minimum of 8 or more patients with lights and sirens to a hospital. These operations shall be done in accordance with departmental standard operating guidelines while providing for the safety of responders and the general public.

The team also reviewed the available 2016 response time data and confirmed it is consistent with the provided information for 2013-2015.

<b>EMS - 90th Percentile Times – Low Risk – Baseline Performance</b>			<b>2013- 2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:06	1:07	1:09	1:01
		Suburban	1:05	1:06	1:07	:59
		Rural	1:07	1:08	1:09	1:03
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:28	2:14	2:30	2:38
		Suburban	2:28	2:07	2:33	2:33
		Rural	2:17	1:57	2:28	2:25
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	5:02	4:56	4:59	5:11
		Suburban	6:43	6:31	6:46	6:47
		Rural	6:13	6:02	6:11	6:31
	Travel Time ERF <b>Concentration</b>	Metro-Urban	7:54	7:18	7:58	10:00
		Suburban	10:03	9:24	9:44	10:55
		Rural	9:21	8:30	9:35	12:38
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	7:42	7:30	7:46	7:52
		Suburban	9:16	8:48	9:31	9:25
		Rural	8:53	8:29	9:06	9:03
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	10:49	9:59	10:54	12:33
		Suburban	12:33	11:53	12:50	13:38
		Rural	12:09	10:58	12:24	15:19

<b>EMS - 90th Percentile Times – Moderate Risk – Baseline Performance</b>			<b>2013- 2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
<b>Alarm Handling</b>	Pick-up to Dispatch	Metro-Urban	1:09	1:18	1:06	1:06
		Suburban	1:12	1:13	1:28	1:00
		Rural	1:21	:57	1:30	1:24
<b>Turnout Time</b>	Turnout Time 1st Unit	Metro-Urban	2:21	1:59	2:29	2:21
		Suburban	2:10	2:00	2:18	2:16
		Rural	2:15	2:24	1:56	2:06
<b>Travel Time</b>	Travel Time 1st Unit <b>Distribution</b>	Metro-Urban	4:22	4:45	4:22	4:15
		Suburban	6:20	5:51	6:20	6:37
		Rural	6:11	5:45	5:05	6:52
	Travel Time ERF <b>Concentration</b>	Metro-Urban	10:44	10:01	9:56	11:53
		Suburban	11:04	10:52	15:44	10:32
		Rural	10:09	10:09	10:04	13:31
<b>Total Response Time</b>	Total Response Time 1st Unit On Scene <b>Distribution</b>	Metro-Urban	7:23	7:38	7:29	6:46
		Suburban	8:24	8:15	8:28	9:36
		Rural	8:47	8:33	7:56	8:51
	Total Response Time ERF <b>Concentration</b>	Metro-Urban	17:19	13:05	17:33	24:57
		Suburban	19:09	14:47	20:14	19:09
		Rural	15:09	15:09	12:16	21:39

**Criterion 5H – Domestic Preparedness Planning and Response**

By city ordinance, the agency is responsible for the development of the city’s emergency operations plan (EOP). The EOP serves as an all-hazards plan for the city of Lee’s Summit and as the city’s plan for operating at any large-scale, regional, state, or national incident of significance.

The agency operates an all-hazards preparedness program that includes a coordinated multi-agency response plan, designed to protect the community from terrorist threats or attacks, major disasters, and other large-scale emergencies occurring at or in the immediate area. By ordinance, the fire department is the lead agency and responsible for emergency management in the city of Lee’s Summit.

Through its involvement with the county, the agency operates an all-hazards preparedness program that includes a coordinated multi-agency response plan, designed to protect the community from terrorist threats or attacks, major disasters, and other large-scale emergencies occurring at or in the immediate area.

The EOP covers all emergency support functions and all phases of emergency operations. This comprehensive all-hazards plan provides an appropriate multi-agency organizational structure and authorizes those agencies to carry out predetermined functions and duties. Created in 2004 and updated as necessary, the purpose of this planning document is to provide guidance and specific procedures for responding to a broad spectrum of hazards, emergencies, or disasters such as terroristic threats, earthquakes, hurricanes, and nuclear and radiological emergencies. The all-hazards plan conforms to the standards reflected in the National Response Framework.

The assessment team confirmed that the plan is reviewed annually and updated as necessary. The county conducts, at minimum an annual multi-jurisdictional exercise. All city employees train and operate under the National Incident Management System (NIMS). In a major emergency, the fire chief assumes the role of emergency management director; support and advice is provided from the county office of emergency management coordinator, senior representatives of the city manager's office, city council, and emergency response agencies affected by the particular emergency.

The agency has overall responsibility for the review and maintenance of the Standard Operating Guideline 13 that direct the agency's domestic preparedness planning and response activities. The agency's policies require training and that annual training efforts be focused on the community's ability to react and respond in the event of a local or regional emergency.

There is a well-equipped city emergency operations center (EOC) located within the fire department headquarters that has been activated several times in the past several years; mainly for winter weather events and a tornado event in 2015. The EOC operates under NIMS during these activations and is mainly set up under the NIMS-defined functions versus the ESF platform. The center features the ability for all city departments to monitor and collaborate on key decisions related to the city's response to the event. The EOC is aged and in need of upgrades for some of the technology. It is recommended that the agency evaluate the capabilities of the current city emergency operations center and develop a plan for improving the center's technology.

### **Category VI — Physical Resources**

The Lee's Summit Fire Department maintains seven fire stations that are distributed across the city with the intent of meeting the community's service level objectives. The agency is seeking funding approval for an additional station to address recent growth in the southwest portion of the city. The city and the agency rely on gaining approval for general obligation (GO) bonds to fund new construction and renovation of facilities. The city has a capital improvement plan however does not use the information for the fire department; however, it utilizes a building and equipment replacement plan (BERP). Central building services (CBS) provide custodial and maintenance or repair services utilizing in-house staff or approved contractors.

Development and use of physical resources is consistent with the agency's established plans. A systematic and planned approach to the future development of facilities is in place. All appropriate parties, including the governing body, administration, and staff are involved in the development of all major plans and proposals. Agency administrative personnel and staff develop proposals which are presented to the city manager for approval through city council. Input is gained from the personnel assigned to those fire stations being renovated or replaced. Past capital projects have been funded through the issuance of general obligation bonds.

Fixed facility resources are designed, maintained, managed, and adequate to meet the agency's goals and objectives. The present number and location of the fire stations are adequate to house the agency's present number of resources. However, several areas within the city limits exceed the stated performance objective for travel time for the distribution of the closest resources for all medical and fire responses. This includes the community of Greenwood, which is serviced under contract by the agency, where all resources are located beyond the agency's baseline travel time performance measurement.

The peer assessment team observed the agency's commitment to ensuring that all facilities meet or exceed all applicable codes and regulations. The agency presently has four facilities which do not meet the access requirements of the Americans with Disabilities Act (ADA). The city's equal employment opportunity policy states that "reasonable efforts will be made to accommodate the impairments of qualified individuals with disabilities and individuals' religious practices and observances, unless undue hardship to the city would result, to the extent required by law." The city is in the process of implementing an updated audit of all city facilities to ensure accessibility in compliance with the ADA.

To assure the agency continues to consider further compliance with the ADA, it is recommended that the agency update and begin to implement the city's plan to bring existing facilities in compliance with the Americans with Disabilities Act (ADA) of 1990 beginning with addressing the accessibility issues related to the fire dispatch center located in the basement of headquarters at station 1.

The agency's facilities are clean and well maintained. An informal needs assessment of existing agency facilities has been conducted by the assistant chief responsible for support services. It is recommended that the agency, in cooperation with the city's human resources and risk manager, perform a detailed facility needs assessment to ensure that all facilities continue to remain maintained and functional.

The assessment team also identified that the contracted services being provided to the city of Greenwood can cause a drawdown of emergency resources otherwise available to respond within Lee's Summit.

Apparatus resources are designed and purchased to be adequate to meet the agency's goals and objectives. To meet the agency's standards of cover and service level objectives it operates a response fleet of 38 fire apparatus and support vehicles. The agency pays very close attention to maintaining the appropriate distribution and concentration of resources to ensure it meets the adopted performance statement. During the most recent assessment of the baseline performance objectives, the agency identified a need to reposition a rescue (ambulance) from Fire Station 6, to Fire Station 2. This relocation created an opportunity for the agency to address another need identified in the strategic plan to add an additional rescue to Fire Station 6.

The agency's reserve apparatus, consisting of two pumpers and two ambulances are housed at Fire Station 1. In the event the agency's available units are reduced below one ambulance and/or two pumpers, the agency initiates a callback of off-duty personnel to staff the reserve fleet.

The agency has a robust vehicle replacement plan (VERP). This plan ensures that apparatus repair costs are tracked and replacement occurs in a timely manner to keep the fleet up to date with modern standards.

The inspection, testing, preventive maintenance, replacement schedule, and emergency repair of all apparatus is well established and meets the emergency apparatus service and reliability needs.

The agency relies on a separate city-run vehicle maintenance department that operates as a third party vendor and is responsible for fleet maintenance, providing oversight, and administration of the city's vehicle replacement plan (VERP). The maintenance department is appropriately staffed with properly trained and qualified repair technicians. Fire department apparatus are given priority for repair over other city vehicles in order to maintain effective operations.

The shared expectations of both the operations and fleet division are well established in standard operating guidelines. They are reviewed every two years to ensure continuity of operations and a consistent approach to keeping the fleet well maintained.

Equipment resources are adequate and designed and maintained to meet the agency's goals and objectives. Program managers are responsible for ensuring that tools and equipment are maintained and tested. The program managers report results and needs to the assistant chief of support services. The agency is in the process of establishing a physical asset committee to streamline the process and increase efficiency.

In the agency's history, equipment is often pulled from the reserve fleet when frontline equipment is placed out of service for replacement due to damage. This practice impacts the agency's ability to provide adequate equipment for personnel to perform assignments on incident scenes when the reserve apparatus are placed into service and utilized. To address this observed issue, it is recommended that the agency establish and maintain a reserve cache of loose equipment so that items are not removed from reserve apparatus and placed onto frontline apparatus when equipment is out of service for repair.

Safety equipment is adequate and designed to meet the agency goals and objectives. The agency has a comprehensive safety program that appropriately identifies and distributes a high quality cache of safety equipment for its employees. Personal protective equipment, including ear protection, eye protection, and medical exposure equipment, is provided for personal issue. Other safety equipment is provided for particular tasks on an as needed basis.

Company officers are charged with having their personnel safety equipment with them while on-duty. An inspection of the personal safety equipment is conducted during the annual safety stand down week. Each firefighter is issued two sets of structural firefighting gear. The agency currently is in the process of acquiring an extractor for cleaning gear in-house. Currently the agency sends gear out for repairs; this sometimes takes several weeks to be returned.

### **Category VII — Human Resources**

The human resources functions for the Lee's Summit Fire Department are provided through the city's department of human resources. The department includes professional, technical, and support staff. Positions include: a director (personnel officer); a benefits specialist; a risk management officer for disability management and occupational health and safety; benefits and pension staff.

General human resources administration practices are in place and are consistent with local, state/provincial, and federal statutory and regulatory requirements.

City policy designates the director of human resources as personnel officer who is responsible for all human resource activities in the various city departments. Human resources staff administers the necessary city policies, procedures, and directives to ensure compliance with all of the related demands.

Systems are established to attract, select, retain, and promote qualified personnel in accordance with applicable local, state/provincial, and federal statutory requirements.

The agency employs comprehensive processes to screen, qualify, and test candidates for new and promoted positions. Promotions are based on city and agency defined processes to ensure merit and fitness is demonstrated by exam or other evidence. The agency develops its screening and qualifying devices in partnership with human resources to ensure hiring and promotion processes are job-related and comply with legal requirements.

The agency has defined, supervised probationary processes to evaluate new and promoted members based on knowledge, skills, and abilities. Recruit firefighters are considered on probation for twelve months and evaluated on six-month intervals. Beginning July 1, 2016, supervisors will complete performance evaluations of probationary firefighters on a three-month cycle. Promoted and non-sworn personnel are on probation for six months.

The agency has lost personnel, specifically licensed paramedics, to neighboring fire agencies. The agency presumes the city's compensation structure and a 2010 compensation study drive this trend. To help the agency remain competitive it is recommended that the city and agency review the existing firefighter compensation package comparing it to similar agencies to ensure those benefits are such as to retain a tenured workforce.

Personnel policies and procedures are in place, documented, and guiding both administrative and personnel behavior. Policies related to human resources are published electronically and available for all employees via the city's intranet site. The human resources staff is responsible for the maintenance and circulates any changes to these documents.

Policies defining and prohibiting discrimination, or related harassment, are outlined in the collective bargaining agreement and city policies. The related information is provided to new employees at orientation and the documents are published electronically and available to employees via the city's intranet site.

Human resources development and utilization is consistent with the agency's established mission, goals, and objectives. The agency has a position classification system in place whereby a labor/management workforce planning committee assesses job functions and job descriptions. Updates are communicated to human resources for review and implementation. The agency is actively reviewing and updating operations-related job classifications based on priorities established in its recent strategic planning process.

A system and practices for providing employee/member compensation are in place. Pay rates and compensation for all agency employees are published electronically and are available via the city's intranet site. Unionized staff wages are as a result of collective bargaining; pay rates are included, but are only accurate in the first year of publication.

Occupational health and safety and risk management programs are established and designed to protect the organization and personnel from unnecessary injuries or losses from accidents or liability. The agency's safety program was designed and implemented to reduce workplace health and safety incidents, and to promote health and wellness in the workplace. The fire chief is the designated safety officer and occupational health and safety program manager. Agency policy details program guidelines and procedures to report accidents and injuries and to prevent them wherever possible. The agency works with the human resources risk manager and participates in a city safety committee.



Through preparation of its Fire and Emergency Services Self-Assessment Manual (FESSAM), the agency identified the need to research, develop, and implement a safety officer program. The workforce planning committee completed initial program development and submitted it to the training committee in 2015. The proposed program has identified that any acting captain or above would need to be trained to execute this role.

The agency liaison is working with the city safety committee to establish citywide processes for communicating workplace hazards. There are opportunities to involve several departments that are stakeholders to include fleet and human resources risk management.

While on site, the team determined that some, but not all of the agency's fire stations are equipped with exhausting systems to reduce exposure risk. With this observation it is recommended that the agency, and its health and wellness committee, continue to pursue options to reduce vehicle exhaust exposure to personnel in all fire stations.

The agency has a wellness/fitness program for recruit and incumbent personnel and provisions for non-compliance by employees/members are written and communicated.

Each potential firefighter recruit completes a pre-employment medical and physical fitness exam conducted by a city contract provider. These potential employees must also pass a candidate physical ability test (CPAT) before receiving a job offer. Policy states sworn incumbents are to undergo physicals annually in October-November. Previous physical cycles were every three years for personnel under age forty and annually for those over forty. Every five years, employees would receive chest x-rays as part of the process. The agency follows city guidelines in providing rehabilitative medical processes for those experiencing an on-the-job injury or illness.

The agency is proactively emphasizing and institutionalizing the importance of physical and mental fitness by providing access to items and programs such as, but not limited to: physical fitness equipment, a peer fitness trainer program, gym memberships, nutrition and meal planning, and an employee assistant program.

While the agency currently offers incumbent members the opportunity to voluntarily obtain a medical physical from their personal physician; it is recommended the agency expand their current medical physical program for incumbent personnel to include mandatory annual physicals.

The agency has a new wellness and fitness program policy to detail and direct employees on expectations and available resources. Per agency directive, the policy should be reviewed at least bi-annually; therefore, it is due for review in 2018. The health and wellness committee plans to monitor the policy and assess its progress twice per year as part of scheduled committee meetings. The committee will present agency leadership any recommended changes.

### **Category VIII — Training and Competency**

The agency operates a training division comprised of the assistant chief of training and one battalion chief. Both personnel operate out of the agency's headquarters and provide oversight and administration of all fire rescue and medical training. The agency operates a training facility at Fire Station 7. The agency does not have the ability to do live burn training at this site. The agency utilizes live burn training facilities at Blue River Community College and at the Kansas City Fire Department; both facilities are approximately 15 miles away from the agency's borders. Currently,

the agency is unable to schedule companies for live fire training as it would impede the ability to meet the obligations set forth in the standard of cover (SOC).

A training and education program is established to support the agency's needs. The agency utilizes regulatory, licensure requirements, consensus standards, city and agency policies, and standard operating guidelines (SOGs) to define the training needs of the organization. The use of post incident analysis (PIAs) and member performance evaluations is incorporated into the process of identifying agency training needs. The agency also utilized a survey of the company training officers in 2015 to identify the types of training needed.

Training and education programs are provided to support the agency's needs. The training program is organized and meets the needs of the agency and its members; it also meets the current state certification requirements. All members of the agency meet the intent of the Firefighter Level II requirements of the National Fire Protection Association (NFPA) 1001: *Standard for Fire Fighter Professional Qualifications*, prior to the end of initial recruit training. The training program is in a restructuring stage as it previously was diminished by the downturn of the local economy. The agency has made great strides to develop a robust program to address the training needs associated with the level of service provided. The training program continues to evolve and set higher standards for the agency's members.

The agency evaluates and measures performance of members utilizing didactic and practical skill assessment to develop, maintain, and enhance competency. Currently, personnel are evaluated by company officers and the results are reported to the assistant chief of training.

Training and education resources, printed and non-printed library materials, media equipment, facilities, and staff are available in sufficient quantity, relevancy, diversity, and are current.

Each fire station operated by the agency has an area to conduct didactic training sessions. Fire Station 7 is designated as the agency's formal training facility. It is equipped with a classroom, three-story training tower, and a variety of training props. The agency does not have the ability to conduct live fire training within the jurisdiction. Under agreements, the agency is able to utilize the facilities of Blue River Community College and the Kansas City Fire Department for recruit and live-fire training. Both of these facilities are approximately 15 miles outside of the jurisdictional boundaries.

The agency is unable to send incumbent personnel for live fire training as it would have a negative impact on its ability to provide coverage according to the established standard of cover. To help address this problem, it is recommended that the agency develop a plan to expand its current training facility and incorporate training props for conducting live-fire training, keeping apparatus and personnel in the coverage area.

The agency utilizes nationally recognized training materials. The training division and training committee annually evaluate training materials to ensure that they are consistent with organizational principles and practices; along with any current NFPA consensus standards. The training staff also regularly receives recommendations from administrative and operational personnel for new training materials that go through the same evaluation process prior to being added to the agency's training resources.

## **Category IX — Essential Resources**

### **Criterion 9A – Water Supply**

The agency primarily relies on the city's water agency to ensure the provision of a well-maintained, reliable, and adequate water system for the majority of the jurisdiction under their protection. Small portions of the jurisdiction along with the contracted area of the city of Greenwood are supplied water from four other water purveyors.

A solid working relationship exists between the agency and the city water agency. This includes the regular exchange of information to identify areas where the water supply system can be improved. Currently, the agency does not meet regularly with the other purveyors; the only communication is done on an as-needed basis.

The water supply resources are reliable and capable of distributing adequate volumes of water and pressures to all areas of agency responsibility. All areas meet fire flow requirements for emergencies.

The assistant chief of fire prevention serves as the liaison officer with the Lee's Summit Water Utilities (LSWU) for coordination purposes to review and approve the required fire flow for all significant new construction developments. This ensures the agency will be able to conduct effective fire suppression efforts. The agency, along with LSWU, must approve alternate methods proposed by the developer where the fire flow requirements are not being met. The LSWU conducts flows of hydrants annually and as requested. LSWU utilizes water modeling software to conduct flow calculations.

Virtually all built up areas of the city are adequately served by the domestic water supply with over 5,000 hydrants. The distribution system and hydrant distances are meeting best practices of 300 feet for commercial areas and 500 feet for single-family residential areas.

The hydrant locations and alternate water sources are maintained in both hard copy and electronic format. Responding crews utilize printed map books to access hydrant location information while enroute to fire scenes. Crews can also access information through the agency's records management system on station computers. There is an appropriate system in place for the sharing of information between the fire department and the water department related to any problems that develop with the pressurized water system.

Should the domestic water supply be rendered inoperable, the fire department is prepared to draft from numerous sources of water that include, but are not limited to, lakes and streams that are in abundance in the region. All first-due pumpers are outfitted with hard suction hoses for drafting. The agency relies on tenders responding from neighboring jurisdictions to support firefighting operations in non-hydrant protected areas. The agency uses tenders through an automatic aid response and does not configure it into the effective response force (ERF). These areas are identified in the computer aided dispatch system (CAD).

The agency holds weekly meetings with the utility during regular development review committee meetings. The agency and water utility do not currently meet with all of the other water purveyors serving the jurisdiction. To improve these relationships it is recommended that the agency schedule meetings at least annually that involve bringing all water purveyors to one table to discuss the current

needs and performance of the water system and development plans to address future growth and increased system demands.

The agency currently relies on printed street maps carried onboard fire apparatus to identify hydrants nearest the location of occurring fire incidents and computer accessible infrastructure maps on the city's intranet while in the station. Stations do not have large printed maps on hand for the purpose of training on location and size of water mains and grids or the ability to identify dead end and closed loop supply systems. To improve the information available to it is recommended that the agency place printed maps of the water supply infrastructure into all stations and incorporate the information into mobile data terminals (MDTs) during the future installation process.

The agency has several areas within their jurisdiction that are covered by privately owned hydrant systems. It is the responsibility of the property owners to ensure that the hydrants are functional. The agency does not currently receive reports on the status of these hydranted areas. To further improve the reliability of the water services, it is recommended that the agency reach an agreement with the responsible parties for privately owned hydrant systems and amend Policy 49 to allow personnel to flow these hydrants during inspections to ensure operational functionality.

### **Criterion 9B – Communication Systems**

The Lee's Summit Fire Department provides emergency communications services for the communities of Lee's Summit and eight additional local fire service agencies. Lee's Summit provides this service as the community's secondary public safety answering point (PSAP) with the primary PSAP located within the Lee's Summit Police Department. The fire department's center is well constructed, equipped, and is staffed with fire department employees. A fee is paid to the city for all outside communication services. All operators are trained as emergency medical dispatchers (EMD) and use a certified method of providing pre-arrival medical instruction.

The public and the agency have an adequate, effective, and efficient emergency communications system. The system is reliable and able to meet the demands of major operations, including command and control within fire/rescue services during emergency operations, and meets the needs of other public safety agencies having the need for distribution of information.

The radio system serving Lee's Summit uses UHF radio technology. The agency assigns portable radios to every riding position on first line apparatus, all command staff personnel, and other specialty assignments. All fire department mobile and portable radios have some interoperable capability, but cannot work outside the UHF/VHF spectrum. Additional radios are provided by those regional partners who utilize an 800 MHz system. The fire station alerting uses outdated technology; a replacement feasibility study is currently underway.

The current UHF radio system does not offer total two-way radio coverage for the entire service area. While upgrades to the radio system have taken place over the years, the existing coverage does not afford firefighters adequate in-building coverage, nor are all service areas covered with service. It is recommended that the agency continue to pursue enhancements to their two-way radio system to improve in-building coverage and reduce dead spots currently experienced with the communications system.

The fire dispatch center has adequate provisions for meeting the incoming call volume associated with emergencies. All staff in the center are cross-trained and able to assume call taker or dispatch

functions should the need arise during times of high call volume. The on-duty supervisor can be pressed into similar service, if necessary to ensure appropriate supervision capability continues to be in place at all times.

The dispatch center operates under the direction of the fire chief with all communications operators being fire department employees. Standard operating procedures are in place for all operations including the management of the city's early warning tornado siren network. Training for new operators includes state required certifications as well as EMD licensure. Policies are reviewed and updated on an annual basis.

The agency provides emergency communications services for the city of Lee's Summit and eight other fire services agencies. The dispatch center is staffed on 12 hours shifts by a minimum of two operators. The added call volume from not only the city of Lee's Summit but those other communities they contract with could force a compromise in the ability to adequately manage calls.

It is recommended that the agency continue to monitor the alarm handling times and call volume of the communications center. A benchmark measurement should be established where the additional call volume would dictate an increase in staffing.

The communications training program did not include a quality assurance review of the operator's performance by the communications manager or supervisors. It is recommended the agency implement a quality assurance program for all dispatch operators to help define future training programs.

#### **Criterion 9C – Administrative Support Services and Office Systems**

The Lee's Summit Fire Department, with support from several city departments, has access to administrative support services and office systems that meet most of its needs. The agency's support services division manages and monitors internal processes, needs, and future planning.

Administrative support services and general office systems are in place with adequate staff to efficiently and effectively conduct and manage the agency's administrative functions, such as organizational planning and assessment, resource coordination, data analysis/research, records keeping, reporting, business communications, public interaction, and purchasing.

The agency is operating at authorized levels in relation to administrative support. Additional staff from city support departments, such as finance and procurement, information technology services, human resources, and legal assist with issues and projects to help the agency meet its administrative goals and objectives. The city and agency display a strong management team concept, which supports the process of continuous improvement.

Limited agency administrative support staff provides public services such as receiving and completing incident report requests. Currently forms are paper and not available electronically for customers to access or submit. To improve the efficiency of these processes it is recommended that the agency work with the city's information technology services department to create more electronic formatting for forms so that customers have easier and more efficient access to their processes.

## **Category X — External Systems Relationships**

The Lee's Summit Fire Department has numerous written agreements that cover the levels of operations identified in their community risk assessment/standards of cover (CRA/SOC), as well as the performance of emergency communications services for eight neighboring jurisdictions. The agency is a partner with both local and state organizations where written agreements are current and include legally approved language for termination as well as resolutions of conflicts. Three specific agreements unique to Lee's Summit include the provision of specific services to the municipality of Greenwood, Unity Village, and the John Knox Retirement Community.

The agency's operations and planning efforts include relationships with external agencies and operational systems that affect or may influence the agency's mission, operations, or cost effectiveness.

The agency understands and supports the need to integrate resources across jurisdictional boundaries and provides response capabilities for other jurisdictions in the area. The city is geographically located in the Kansas City metropolitan statistical area and has agreements in place to provide and receive aid from numerous neighboring jurisdictions.

By developing and maintaining the various agreements, the agency has ensured an advanced state of preparedness to immediately respond should there be a major emergency take place that exceeds its internal capabilities.

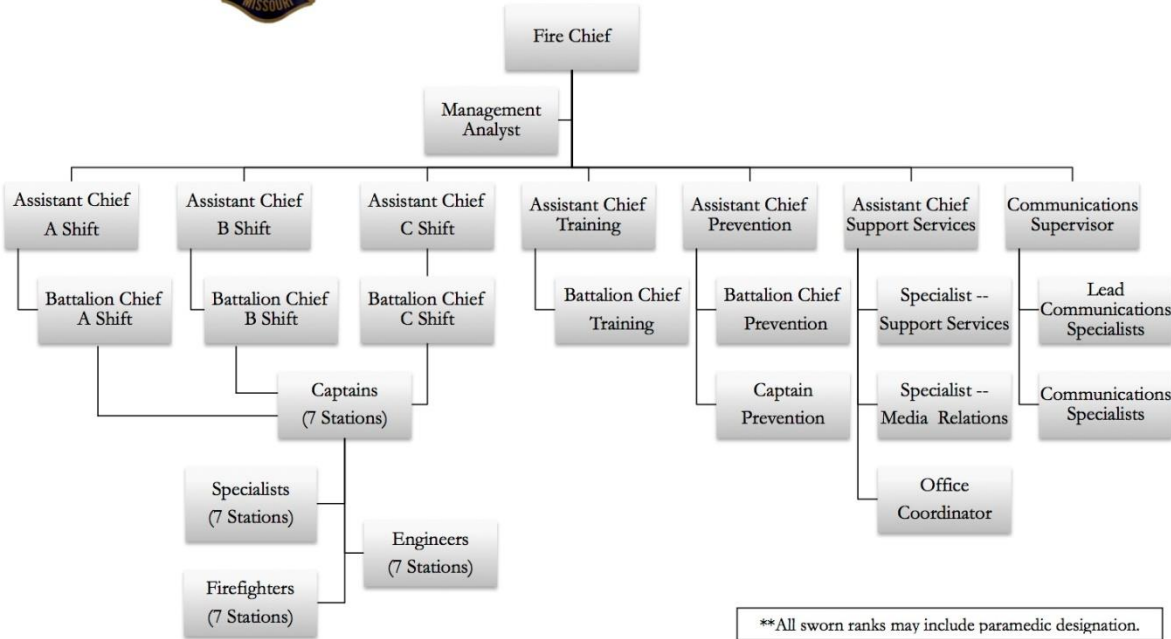
The fire service agency has well-developed and functioning external agency agreements. The system is synergistic and is taking advantage of all operational and cost effective benefits that may be derived from external agency agreements.

The agency reviews all agreements on an annual basis to ensure they continue to identify the current expected practices by all parties during a simultaneous response to a common emergency. This annual review also ensures that the agreements support evolving objectives of both the fire department and the city. By city policy all new agreements must be reviewed and approved by its legal branch. The agency is currently working towards producing and considering for adoption new agreements with Greenwood, John Knox and Unity Village which will further define the levels of service provided to both of these communities.

# ORGANIZATION CHART



## Lee's Summit Fire Department





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February 27, 2017

Mr. Randy Rhoads, Mayor  
Lees Summit FPSA  
220 SE Green St  
Lee's Summit, Missouri, 64063

RE: Lees Summit Fpsa, Cass, Jackson Counties, Missouri  
Public Protection Classification: 02/2X  
Effective Date: June 01, 2017

Dear Mr. Randy Rhoads,

We wish to thank you Mr. Mark Schaufler and Chief Rick Poeschl for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" – formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."



- Communities graded with single “9” or “8B” classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

*Dominic Santanna*

Dominic Santanna  
Manager -National Processing Center

cc: Ms. Vickie McLaughlin, Manager, Jackson County PWSD 12  
Mr. Mark Schaufler, Director, Lees Summit Water Dept  
Mr. John Johnson, Manager, Unity Village Water Department  
Ms. Kim Harris, Communications Supervisor, Lees Summit Fire Dispatch  
Chief Rick Poeschl, Chief, Lees Summit Fire Department  
Chief Jim Eden, Assistant Chief, Lees Summit Fire Department

**Public Protection Classification  
(PPC™)  
Summary Report**

**Lees Summit FPSA**

**MISSOURI**

**Prepared by**

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**Report Created February 2017**

**Effective June 1, 2017**



## Background Information

### Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC™) grade is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a PPC change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The FSRS recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual PPC grade.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection – as measured by the PPC program – and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC grade is substantially lower than in a community with a poor PPC grade, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a PPC grade – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC grade depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.



## **Data Collection and Analysis**

ISO has evaluated and classified over 48,000 fire protection areas across the United States using its FSRs. A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC grade. In order for a community to obtain a grade better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

There is one additional factor considered in calculating the final score – **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRS score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

### **PPC Grade**

The PPC grade assigned to the community will depend on the community's score on a 100-point scale:

<b>PPC</b>	<b>Points</b>
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	0.00 to 9.99

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRS creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRS fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRS creditable water supply.
- Class 10 does not meet minimum FSRS criteria for recognition, including areas that are beyond five road miles of a recognized fire station.



## New PPC program changes effective July 1, 2014

We have revised the PPC program to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

### New classifications

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new PPC classes will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

### Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

### What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

Prior Classification	New Classification
1/9	1/1X
2/9	2/2X
3/9	3/3X
4/9	4/4X
5/9	5/5X
6/9	6/6X
7/9	7/7X
8/9	8/8X
9	9

Prior Classification	New Classification
1/8B	1/1Y
2/8B	2/2Y
3/8B	3/3Y
4/8B	4/4Y
5/8B	5/5Y
6/8B	6/6Y
7/8B	7/7Y
8/8B	8/8Y
8B	8B

### **What's changed?**

As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

### **Benefits of the revised split class designations**

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

### **New water class**

Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W— to recognize the reduced loss potential of such properties.

### **What's changed with Class 10W?**

Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

### **What's the benefit of Class 10W?**

10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

### **What does the fire chief have to do?**

Fire chiefs don't have to do anything at all. The revised classifications went in place automatically effective July 1, 2014 (July 1, 2015 for Texas).

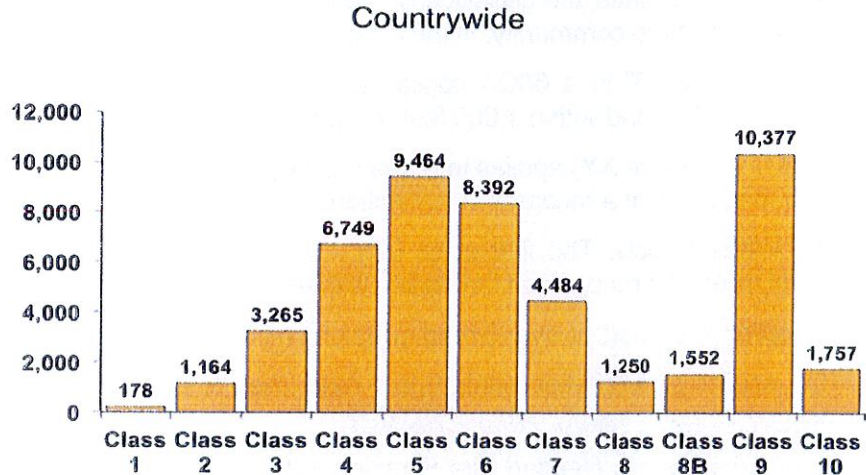
### **What if I have additional questions?**

Feel free to contact ISO at 800.444.4554 or email us at [PPC-Cust-Serv@iso.com](mailto:PPC-Cust-Serv@iso.com).



## Distribution of PPC Grades

The 2016 published countrywide distribution of communities by the PPC grade is as follows:



## Assistance

The PPC program offers help to communities, fire departments, and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

The PPC program representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your questions regarding the PPC program. What's more, we can be reached via the internet at [www.isomitigation.com/talk/](http://www.isomitigation.com/talk/).

We also have a website dedicated to our Community Hazard Mitigation Classification programs at [www.isomitigation.com](http://www.isomitigation.com). Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about the PPC program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special, secured website with information and features that can help improve your PPC grade, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the FSRS and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

\* To become a registered fire chief or community chief administrative official, register at [www.isomitigation.com](http://www.isomitigation.com).



## PPC Review

ISO concluded its review of the fire suppression features being provided for Lees Summit FPSA. The resulting community classification is **Class 02/2X**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- The first class (e.g., "6" in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., "6" in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

FSRS Feature	Earned Credit	Credit Available
<b>Emergency Communications</b>		
414. Credit for Emergency Reporting	2.40	3
422. Credit for Telecommunicators	4.00	4
432. Credit for Dispatch Circuits	3.00	3
<b>440. Credit for Emergency Communications</b>	<b>9.40</b>	<b>10</b>
<b>Fire Department</b>		
513. Credit for Engine Companies	5.94	6
523. Credit for Reserve Pumpers	0.49	0.50
532. Credit for Pump Capacity	3.00	3
549. Credit for Ladder Service	0.86	4
553. Credit for Reserve Ladder and Service Trucks	0.17	0.50
561. Credit for Deployment Analysis	3.83	10
571. Credit for Company Personnel	9.56	15
581. Credit for Training	8.00	9
730. Credit for Operational Considerations	2.00	2
<b>590. Credit for Fire Department</b>	<b>33.85</b>	<b>50</b>
<b>Water Supply</b>		
616. Credit for Supply System	29.34	30
621. Credit for Hydrants	2.87	3
631. Credit for Inspection and Flow Testing	6.39	7
<b>640. Credit for Water Supply</b>	<b>38.60</b>	<b>40</b>
<b>Divergence</b>	<b>-5.76</b>	<b>--</b>
<b>1050. Community Risk Reduction</b>	<b>4.45</b>	<b>5.50</b>
<b>Total Credit</b>	<b>80.54</b>	<b>105.50</b>

## **Emergency Communications**

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

	<b>Earned Credit</b>	<b>Credit Available</b>
414. Credit Emergency Reporting	<b>2.40</b>	3
422. Credit for Telecommunicators	<b>4.00</b>	4
432. Credit for Dispatch Circuits	<b>3.00</b>	3
<b>Item 440. Credit for Emergency Communications:</b>	<b>9.40</b>	<b>10</b>

### **Item 414 - Credit for Emergency Reporting (3 points)**

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.



<b>Item 410. Emergency Reporting (CER)</b>	<b>Earned Credit</b>	<b>Credit Available</b>
<b>A./B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1</b> For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.	<b>20.00</b>	<b>20</b>
<b>1. E9-1-1 Wireless</b> Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points	<b>25.00</b>	<b>25</b>
<b>2. E9-1-1 Voice over Internet Protocol (VoIP)</b> Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points	<b>25.00</b>	<b>25</b>
<b>3. Computer Aided Dispatch</b> Basic CAD (5 points); CAD with Management Information System (5 points); CAD with <u>Interoperability</u> (5 points)	<b>10.00</b>	<b>15</b>
<b>4. Geographic Information System (GIS/AVL)</b> <u>The PSAP uses a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.</u>  * The individual fire departments being dispatched <u>do not</u> need GIS/AVL capability to obtain this credit.	<b>0.00</b>	<b>15</b>
<b>Review of Emergency Reporting total:</b>	<b>80.00</b>	<b>100</b>

**Item 422- Credit for Telecommunicators (4 points)**

The second item reviewed is Item 422 "Credit for Telecommunicators (TC)". This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. NFPA 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems*, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that ninety percent of emergency alarm processing shall be completed within 60 seconds and ninety-nine percent of alarm processing shall be completed within 90 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

<b>Item 420. Telecommunicators (CTC)</b>	<b>Earned Credit</b>	<b>Credit Available</b>
<p><b>A1. Alarm Receipt (AR)</b></p> <p>Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221</p>	<b>20.00</b>	<b>20</b>
<p><b>A2. Alarm Processing (AP)</b></p> <p>Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221</p>	<b>20.00</b>	<b>20</b>
<p><b>B. Emergency Dispatch Protocols (EDP)</b></p> <p>Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.</p>	<b>20.00</b>	<b>20</b>
<p><b>C. Telecommunicator Training and Certification (TTC)</b></p> <p>Telecommunicators meet the qualification requirements referenced in NFPA 1061, <i>Standard for Professional Qualifications for Public Safety Telecommunicator</i>, and/or the Association of Public-Safety Communications Officials - International (APCO) <i>Project 33</i>. Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions.</p>	<b>20.00</b>	<b>20</b>
<p><b>D. Telecommunicator Continuing Education and Quality Assurance (TQA)</b></p> <p>Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions</p>	<b>20.00</b>	<b>20</b>
<b>Review of Telecommunicators total:</b>	<b>100.00</b>	<b>100</b>



### **Item 432 - Credit for Dispatch Circuits (3 points)**

The third item reviewed is Item 432 "Credit for Dispatch Circuits (CDC)". This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A "Dispatch Circuit" is defined in NFPA 1221 as "A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency". All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. "Alarms" are defined in this Standard as "A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency".

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

### **Item 432 "Credit for Dispatch Circuits (CDC)" = 3.00 points**

## **Fire Department**

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

	<b>Earned Credit</b>	<b>Credit Available</b>
513. Credit for Engine Companies	<b>5.94</b>	6
523. Credit for Reserve Pumpers	<b>0.49</b>	0.5
532. Credit for Pumper Capacity	<b>3.00</b>	3
549. Credit for Ladder Service	<b>0.86</b>	4
553. Credit for Reserve Ladder and Service Trucks	<b>0.17</b>	0.5
561. Credit for Deployment Analysis	<b>3.83</b>	10
571. Credit for Company Personnel	<b>9.56</b>	15
581. Credit for Training	<b>8.00</b>	9
730. Credit for Operational Considerations	<b>2.00</b>	2
<b>Item 590. Credit for Fire Department:</b>	<b>33.85</b>	<b>50</b>

## **Basic Fire Flow**

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 3500 gpm.



### **Item 513 - Credit for Engine Companies (6 points)**

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: **7 engine companies**

- a) **7 engine companies** to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.
- b) **3 engine companies** to support a Basic Fire Flow of 3500 gpm.
- c) **3 engine companies** based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are **7 engine companies** in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

**Item 513 "Credit for Engine Companies (CEC)" = 5.94 points**



#### **Item 523 - Credit for Reserve Pumpers (0.50 points)**

The item is Item 523 "Credit for Reserve Pumpers (CRP)". This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

**Item 523 "Credit for Reserve Pumpers (CRP)" = 0.49 points**

#### **Item 532 – Credit for Pumper Capacity (3 points)**

The next item reviewed is Item 532 "Credit for Pumper Capacity (CPC)". The total pump capacity available should be sufficient for the Basic Fire Flow of 3500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

**Item 532 "Credit for Pumper Capacity (CPC)" = 3.00 points**

#### **Item 549 – Credit for Ladder Service (4 points)**

The next item reviewed is Item 549 "Credit for Ladder Service (CLS)". This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **2 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are **0 service companies** in service.

**Item 549 "Credit for Ladder Service (CLS)" = 0.86 points**



### **Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)**

The next item reviewed is Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)”. This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

**Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)” = 0.17 points**

### **Item 561 – Deployment Analysis (10 points)**

Next, Item 561 “Deployment Analysis (DA)” is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

**Item 561 “Credit Deployment Analysis (DA)” = 3.83 points**



### **Item 571 – Credit for Company Personnel (15 points)**

Item 571 “Credit for Company Personnel (CCP)” reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, “Kelley” days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRS recognizes **34.43 on-duty personnel** and an average of **0.00 on-call personnel** responding on first alarm structure fires.

**Item 571 “Credit for Company Personnel (CCP)” = 9.56 points**

**Summary of PPC Review**  
**for**  
**Lees Summit FPSA**

<b>FIRS Item</b>	<b>Earned Credit</b>	<b>Credit Available</b>
<b>Emergency Communications</b>		
414. Credit for Emergency Reporting	2.40	3
422. Credit for Telecommunicators	4.00	4
432. Credit for Dispatch Circuits	3.00	3
<b>440. Credit for Emergency Communications</b>	<b>9.40</b>	<b>10</b>
<b>Fire Department</b>		
513. Credit for Engine Companies	5.94	6
523. Credit for Reserve Pumpers	0.49	0.5
532. Credit for Pumper Capacity	3.00	3
549. Credit for Ladder Service	0.86	4
553. Credit for Reserve Ladder and Service Trucks	0.17	0.5
561. Credit for Deployment Analysis	3.83	10
571. Credit for Company Personnel	9.56	15
581. Credit for Training	8.00	9
730. Credit for Operational Considerations	2.00	2
<b>590. Credit for Fire Department</b>	<b>33.85</b>	<b>50</b>
<b>Water Supply</b>		
616. Credit for Supply System	29.34	30
621. Credit for Hydrants	2.87	3
631. Credit for Inspection and Flow Testing	6.39	7
<b>640. Credit for Water Supply</b>	<b>38.60</b>	<b>40</b>
<b>Divergence</b>	<b>-5.76</b>	<b>--</b>
<b>1050. Community Risk Reduction</b>	<b>4.45</b>	<b>5.50</b>
<b>Total Credit</b>	<b>80.54</b>	<b>105.5</b>

**Final Community Classification = 02/2X**



INSURANCE SERVICES OFFICE, INC.  
HYDRANT FLOW DATA SUMMARY

City Lees Summit Fpsa State MISSOURI Witnessed by: Insurance Services Office Date: Jan 3, 2017  
 County Cass/Jackson (24)

TEST NO.	TYPE DIST.*	TEST LOCATION	SERVICE	FLOW - GPM $Q=(29.83(Cd^2p^{0.5}))$		PRESSURE PSI		FLOW -AT 20 PSI		REMARKS**	MODEL TYPE
				INDIVIDUAL HYDRANTS	TOTAL	STATIC	RESID.	NEEDED **	AVAIL.		
1		Hamblen & Fleetway	Lees Summit Water Dept, Lees Summit	2710	0	0	0	5000	10050		CNMP
10		Front of High School	Lees Summit Water Dept, Lees Summit	1190	1190	0	0	5000	6000		CNMP
10A		Front of High School	Lees Summit Water Dept, Lees Summit	1190	1190	0	0	4000	6000		CNMP
10B		Front of High School	Lees Summit Water Dept, Lees Summit	1190	1190	0	0	3000	6000		CNMP
11		Chipman & Rice	Lees Summit Water Dept, Lees Summit	2590	0	0	0	4500	6750		CNMP
11A		Chipman & Rice	Lees Summit Water Dept, Lees Summit	2590	0	0	0	3500	6750		CNMP
12		North East Douglas Street & Maple	Lees Summit Water Dept, Lees Summit	1430	0	0	0	2250	1750		CNMP
13		NW O'Brien & Killarney Ln	Lees Summit Water Dept, Lees Summit	2740	0	0	0	8000	4300		CNMP
13A		NW O'Brien & Killarney Ln	Lees Summit Water Dept, Lees Summit	2740	0	0	0	5500	4300		CNMP
13B		NW O'Brien & Killarney Ln	Lees Summit Water Dept, Lees Summit	2740	0	0	0	2000	4300		CNMP
14		Pryor & Chipman	Lees Summit Water Dept, Lees Summit	3060	0	0	0	5000	5200		CNMP
14A		Pryor & Chipman	Lees Summit Water Dept, Lees Summit	3060	0	0	0	5000	5200		CNMP
14B		Pryor & Chipman	Lees Summit Water Dept, Lees Summit	3060	0	0	0	4500	5200		CNMP
14C		Pryor & Chipman	Lees Summit Water Dept, Lees Summit	3060	0	0	0	3500	5200		CNMP
15		Ashurst & Ashurst Pl.	Lees Summit Water Dept, Lees Summit	1910	0	0	0	750	2600		CNMP
16		Longview Rd, at arena north hydrant	Lees Summit	1690	0	0	0	5500	4350		CNMP

THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.

THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

\*Comm = Commercial; Res = Residential.

\*\*Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

\*\*\* (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.



INSURANCE SERVICES OFFICE, INC.  
HYDRANT FLOW DATA SUMMARY

City Lees Summit Fpsa State MISSOURI (24) Witnessed by: Insurance Services Office Date: Jan 3, 2017  
 County Cass, Jackson

TEST NO.	TYPE DIST.*	TEST LOCATION	SERVICE	FLOW - GPM		PRESSURE PSI		FLOW -AT 20 PSI		REMARKS***	MODEL TYPE
				INDIVIDUAL HYDRANTS	TOTAL	STATIC	RESID.	NEEDED **	AVAIL.		
16A		Longview Rd. at arena north hydrant	Lees Summit Water Dept, Lees Summit	1690	0	0	0	4500	4350		CNMP
16B		Longview Rd. at arena north hydrant	Lees Summit Water Dept, Lees Summit	1690	0	0	0	1500	4350		CNMP
17		Eagleview	Lees Summit Water Dept, Lees Summit	2780	0	0	98	750	4000		
18		South West Market Street & Hwy 150	Lees Summit Water Dept, Lees Summit	1750	0	0	0	4500	4600		CNMP
18A		South West Market St & Hwy 150	Lees Summit Water Dept, Lees Summit	1750	0	0	0	3500	4600		CNMP
19		Huntington Dr & Allendale Lake Rd	Jackson County PWS 12, RWD #12	1860	0	0	100	750	2200		
1A		Hamblen & Fleetway	Lees Summit Water Dept, Lees Summit	2710	0	0	0	5000	10050		CNMP
1B		Hamblen & Fleetway	Lees Summit Water Dept, Lees Summit	2710	0	0	0	5000	10050		CNMP
1C		Hamblen & Fleetway	Lees Summit Water Dept, Lees Summit	2710	0	0	0	4500	10050		CNMP
1D		Hamblen & Fleetway	Lees Summit Water Dept, Lees Summit	2710	0	0	0	2250	10050		CNMP
2		Prairieview Elementary	Lees Summit Water Dept, Lees Summit	1430	0	0	0	4500	9600		CNMP
20		West Main Street & Harris	Jackson County PWS 12, RWD #12	2020	0	0	106	3000	2400		
21		Jefferson at Community school	Lees Summit Water Dept, Lees Summit	2160	0	0	0	4000	5150		CNMP
21A		Jefferson at Community school	Lees Summit Water Dept, Lees Summit	2160	0	0	0	2000	5150		CNMP
22		Ward & 3rd (behind S/C)	Lees Summit Water Dept, Lees Summit	2260	0	0	94	3500	4200		
2A		Prairieview Elementary	Lees Summit Water Dept, Lees Summit	1430	0	0	0	1000	9600		CNMP

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TEST NO.	TYPE DIST. *	TEST LOCATION	SERVICE	FLOW - GPM		PRESSURE PSI		FLOW - AT 20 PSI		REMARKS***	MODEL TYPE
				INDIVIDUAL HYDRANTS	TOTAL	STATIC	RESID.	NEEDED **	AVAIL.		
3		Bristol & Bridgeport	Lees Summit Water Dept, Lees Summit	2850	8000	0	0	750	5150		CNMP
4		NE Colbern & Ball	Lees Summit Water Dept, Lees Summit	2470	6620	0	0	4500	4150		CNMP
4a		Ne Colbern & Ball	Lees Summit Water Dept, Lees Summit	2470	6620	0	0	3000	4150		CNMP
5		Lakewood Blvd & Anderson	Lees Summit Water Dept, Lees Summit	2430	13280	0	0	3500	10850		CNMP
6		Dick Howser & Brockton	Lees Summit Water Dept, Lees Summit	2390	8890	0	0	750	6500		CNMP
7		Hagen & Independence	Lees Summit Water Dept, Lees Summit	2630	11030	0	0	3500	8400		CNMP
8		Rte 350 (Unity Village)	Unity Village Water Department, Main	2990	2990	100	68	2250	4900		
9		Missouri & Douglas	Lees Summit Water Dept, Lees Summit	2430	6230	0	0	3000	3800		CNMP

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LEE'S SUMMIT FIRE DEPARTMENT



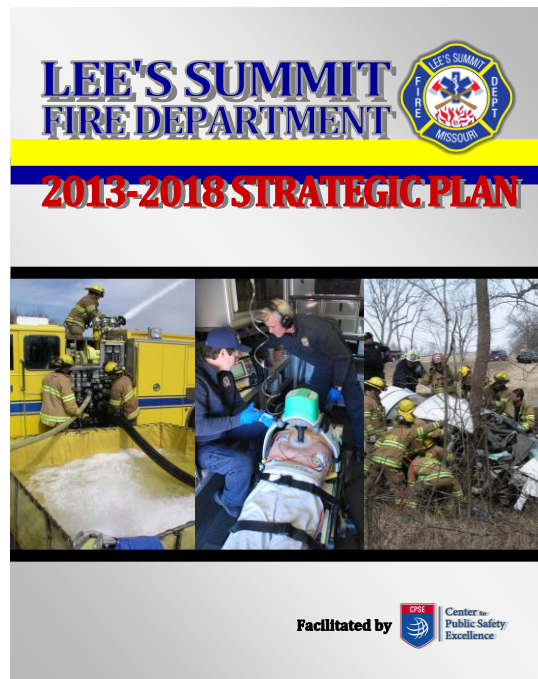
# 2017-2027 Staffing Plan

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## Strategic Planning

Workforce Planning Committee

11/01/2016



The foundation of human resource needs to meet the community's expectations for the Lee's Summit Fire Department.

# LEE'S SUMMIT FIRE DEPARTMENT

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# LEE'S SUMMIT FIRE DEPARTMENT

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# LEE'S SUMMIT FIRE DEPARTMENT

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Professionalism. Respect. Integrity. Duty. Excellence.

## **DISCLAIMER**

The following document is to be used as a strategic planning tool only, and is NOT to be construed as a final, adopted plan moving forward. These are requests for expansion of staffing only, and should not be taken as a “given” from City Hall administration.

Thank you to the Workforce Planning Strategic Committee for their hard work in compiling this document, as well as those they interviewed and provided input.

Rick Poeschl, Fire Chief

# LEE'S SUMMIT FIRE DEPARTMENT

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## Mission

We, the members of the Lee's Summit Fire Department, are committed to our community and those we serve with a long standing tradition of providing safe and efficient services while saving lives, minimizing risk, and protecting property utilizing a team of emergency professionals.

## Vision

The vision of the Lee's Summit Fire Department is that by the year 2018, the department will be recognized as an agency that reflects best practices in the delivery of services to our community. Through the pursuit of our goals, including international accreditation, we will demonstrate continuous improvement in all duties our community trusts us to provide. In honoring this trust, we are setting the standards of excellence; guided by our values of professionalism, respect, integrity, duty, and excellence.

Through our workforce development, training, and health and wellness initiatives, we will invest in our greatest organizational assets, ensuring that our workforce is appropriately staffed and professionally developed and trained, while focusing on a healthy and safe environment. This will be further bolstered by the utilization of contemporary guiding documents reflecting the industry's best practices.

We recognize the importance of enriched development of technology solutions to further support our delivery to the community. With improved management of our current and future physical assets, we will position the agency to meet the ever-changing demands of the community we serve.

Our strengthened systems of internal and external communication will prove our unified commitment to meet or exceed the expectations of our community and to hold one another accountable for carrying out our mission, living our values, and ensuring that this vision becomes reality.

## Values

**Professionalism-Respect-Integrity-Duty-Excellence**

# LEE'S SUMMIT FIRE DEPARTMENT

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## Executive Summary

This staffing plan is a result of the department's community driven strategic plan which was published in 2013. The staffing plan study considered several factors: community comments/concerns, historical data, and industry standards. The proposed plan addresses challenges identified through analysis. When supported, the department will provide efficient and effective emergency services based on industry's best practices and meet the expectations of external and internal stakeholders.

The study indicated some staffing deficiencies. Two primary challenges for the staffing deficiencies were identified. First, the department's standards of cover have not been built to meet industry staffing standards. Safety staffing standards and response time quality are not optimal. Response time quality is nearly double the standard for structure fire response against the benchmark identified through accreditation processes and the Insurance Services Offices (ISO) survey. Secondly, the community has outgrown previous response coverage goals (not based on standards pre-existing or current) and continues to grow in areas of previous existing deficiency. The department should consider rapid growth to improve output quality and increase resiliency due to growing demands for service. Declining response quality can negatively impact outcomes to the community and department.

Based on U.S. Census data (2010), the department cannot respond to 20,051 people in the community based on NFPA 1710 response time standards; this represents 20.71% of the population protected by the department. Based on Jackson County records and not including Cass County, the department cannot respond to property valued at \$2,680,536,309 based on NFPA 1710 standards; this represents 31.17% of the appraised market value of the property protected by the department.

In addition to deficiencies in emergency operations, other department divisions are deficient in staffing. With the exception of operations, none of the divisions have grown since early 2000. Specifically, the training and administration divisions have decreased in staffing over that time. Due to limited resources, divisions have shared responsibility for many years in order to achieve tasks. These shared responsibilities cause delays for completion.

The span of control for the fire chief is currently at nine. Tasks have been challenging to perform effectively, with oversight of this many personnel. The fire chief has been designated as the emergency manager for the city. This role has been shared by three assistant chiefs in three different divisions. These and many other tasks have been a challenge with the amount of changes due to the Commission on Fire Accreditation International (CFAI) continuous improvement/ accreditation process.

# LEE'S SUMMIT FIRE DEPARTMENT

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Due to the increased volume in the communications center, frequently radio communications have needed to be repeated or have been missed. This has not been effective as the communications center is an essential role, particularly if there is a mayday situation. Resources have not been available for dedicated communications when structure fires occurred, not only for the department but for all other agencies as well. The center monitors 24 radio channels due to all the contract agencies. The 800 MHz system will improve radio quality, but will potentially add frequencies or talk groups. Additionally due to volume, Emergency Medical Dispatching has been abbreviated or at times eliminated, causing utilization of the emergency rule for dispatchers. Frequent holds have occurred due to the increasing volume.

This plan includes immediate, near-term, and some far-term recommendations to address the current staffing challenges and future community growth known at the time of the study. Should the plan be supported over the next five years, the department will have followed through to meet its vision statement published in 2013. A recommendation will be to complete another staffing plan study in five years (2022) to identify what will be needed for continued improvement to meet the needs of the community and department.

The department is transitioning into the 9<sup>th</sup> edition of the CFAI model, and as such will need to comply with new core competencies associated with an accredited agency. Staffing directly correlates with performance with several specific competencies. Here are a few:

- CFAI CC 2C.7 The agency has identified efforts to maintain and improve its performance in the delivery of its emergency services for the past three (initial accreditation agencies) to five (currently accredited agencies) immediately previous years.

The interpretation from the CFAI 9<sup>th</sup> Edition Interpretation Guide:

“One of the core tenants of the CFAI accreditation process is the constant pursuit of improvement. There are always factors that will negatively influence the delivery of emergency services. The intent is that the agency is able to provide documentation and proof of its efforts to maintain and improve the level of performance over time. For agencies seeking accreditation for the first time, they should have at least the most recent three years of performance data. For agencies subsequently seeking accreditation, they should have the most recent five years of performance data.”

- CFAI CC 2D.7 The agency has systematically developed a continuous improvement plan that details actions to be taken within an identified timeframe to address existing gaps and variations.

# LEE'S SUMMIT FIRE DEPARTMENT

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The interpretation from the CFAI 9<sup>th</sup> Edition Interpretation Guide:

"The continuous improvement plan should propose new and more demanding benchmark targets so that the agency can embrace the spirit of CFAI's stated mission to continuous quality improvement of fire and emergency service agencies."

- CFAI 2D.8 On at least an annual basis, the agency formally notifies the authority having jurisdiction (AHJ) of any gaps in the operational capabilities and capacity of its current delivery system to mitigate the identified risks within its service area, as identified in its standards of cover.

The interpretation from the CFAI 9<sup>th</sup> Edition Interpretation Guide:

"This is the first step of a two part process. In this performance indicator the intent is that the agency formally reports to the AHJ on significant operational issues related to the community risk assessment – standards of cover through the use of existing resources. The formal notification would address such items as:

- Baseline performance (actual) versus benchmark performance (targeted) inclusive of trends i.e., identification if continuous improvement is being made or, at minimum, historical performance levels are being maintained.
- Progress being made towards implementing recommendations found in the community risk assessment – standards of cover document

The intent is to mirror the process for submission of the strategic plan to the AHJ i.e., the longer term strategic plan and the shorter-term improvement plan are approved within the agency and submitted to the governing body or administrative officer with responsibility over the fire agency and to whom the chief fire officer/chief executive officer reports."

- CFAI 2D.9 On at least an annual basis, the agency formally notifies the AHJ of any gaps between current capabilities, capacity, and the level of service approved by the AHJ.

The interpretation from the CFAI 9<sup>th</sup> Edition Interpretation Guide:

"This is the second step of a two part process. In this performance indicator the intent is that the agency formally reports to the AHJ on identified emerging issues

# LEE'S SUMMIT FIRE DEPARTMENT

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that potentially impact its ability to deliver the expected level of service e.g., first-due unit is no longer capable of providing ALS on scene within a total response time of seven minutes, primarily because a large new residential development has been built since the time of publishing the community risk assessment – standards of cover document.

In this example, the intent is that the agency has performed its due diligence and has formally identified to the AHJ that it cannot meet the seven minute total response time in the new development area through the use of existing infrastructure and related resources. This should trigger further discussions and planning efforts between the agency and the AHJ. Refer to performance indicator 2D.8 for the intent of “formally notifies”.

- CFAI 9B.5 Adequate numbers of fire or emergency dispatchers, supervisors, and management personnel are on duty to handle the anticipated call volume.

The interpretation from the CFAI 9<sup>th</sup> Edition Interpretation Guide:

“The intent is to ensure the reliability of communications systems through a robust integration of resources through adequate staffing, ensuring the reliability of public safety needs.”

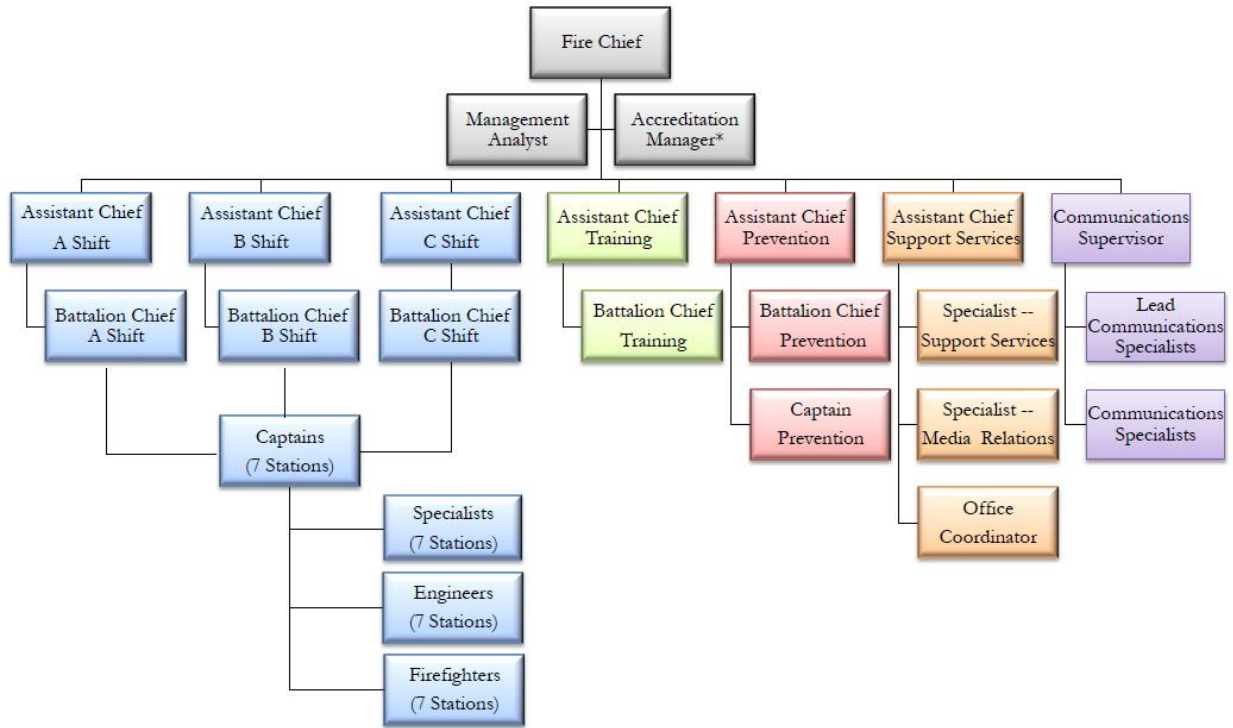
- CFAI CC 9C.1 The administrative support services are appropriate for the agency’s size, function, complexity, and mission, and are adequately staffed and managed.

The interpretation from the CFAI 9<sup>th</sup> Edition Interpretation Guide:

“The intent is to adequately match the administrative support resources with the local service delivery model.”

# LEE'S SUMMIT FIRE DEPARTMENT

## 2016 Department Organizational Chart



\*Being filled by a Captain from the Operations Division

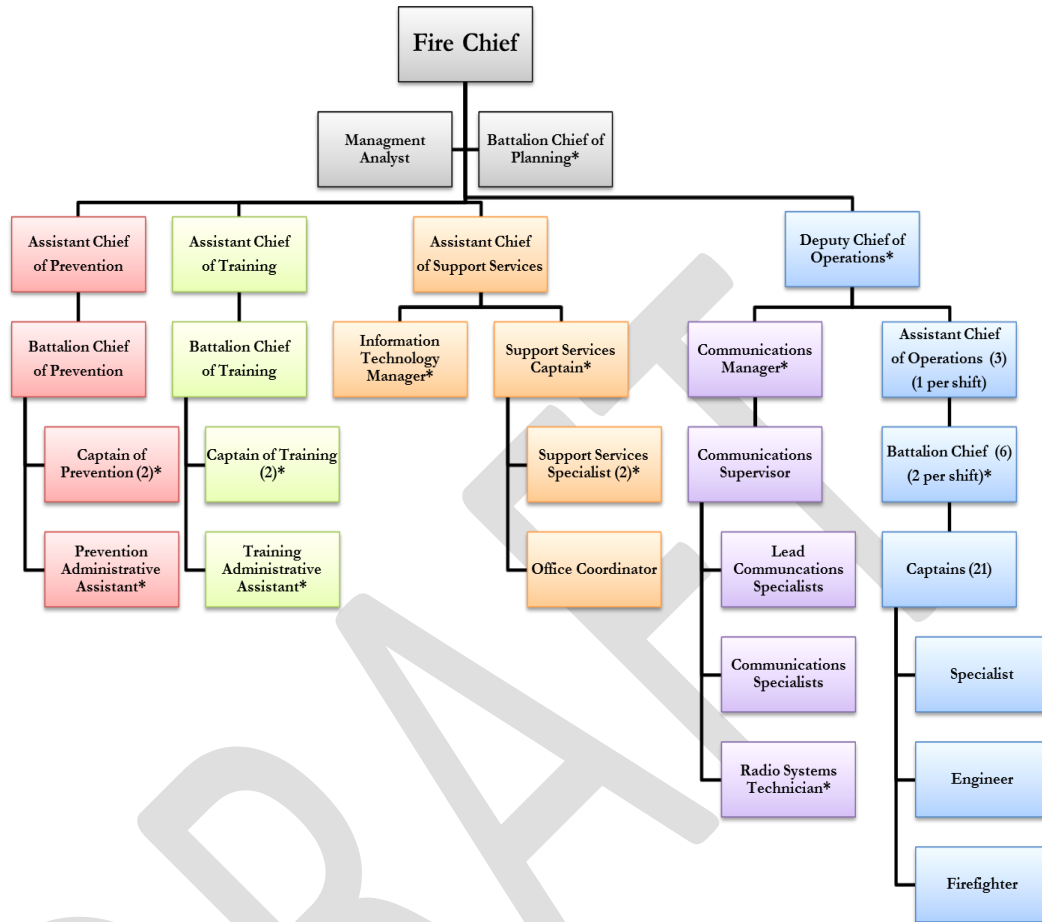
\*\*All sworn ranks may include paramedic designation

Division	Full-Time Equivalents (FTE's) FY17
Administration	2
Support Services	4
Prevention	3
Training	2
Communications	13
Operations	129
<b>Total FTE's</b>	<b>153</b>



# LEE'S SUMMIT FIRE DEPARTMENT

## 2017 Conceptual Organizational Chart



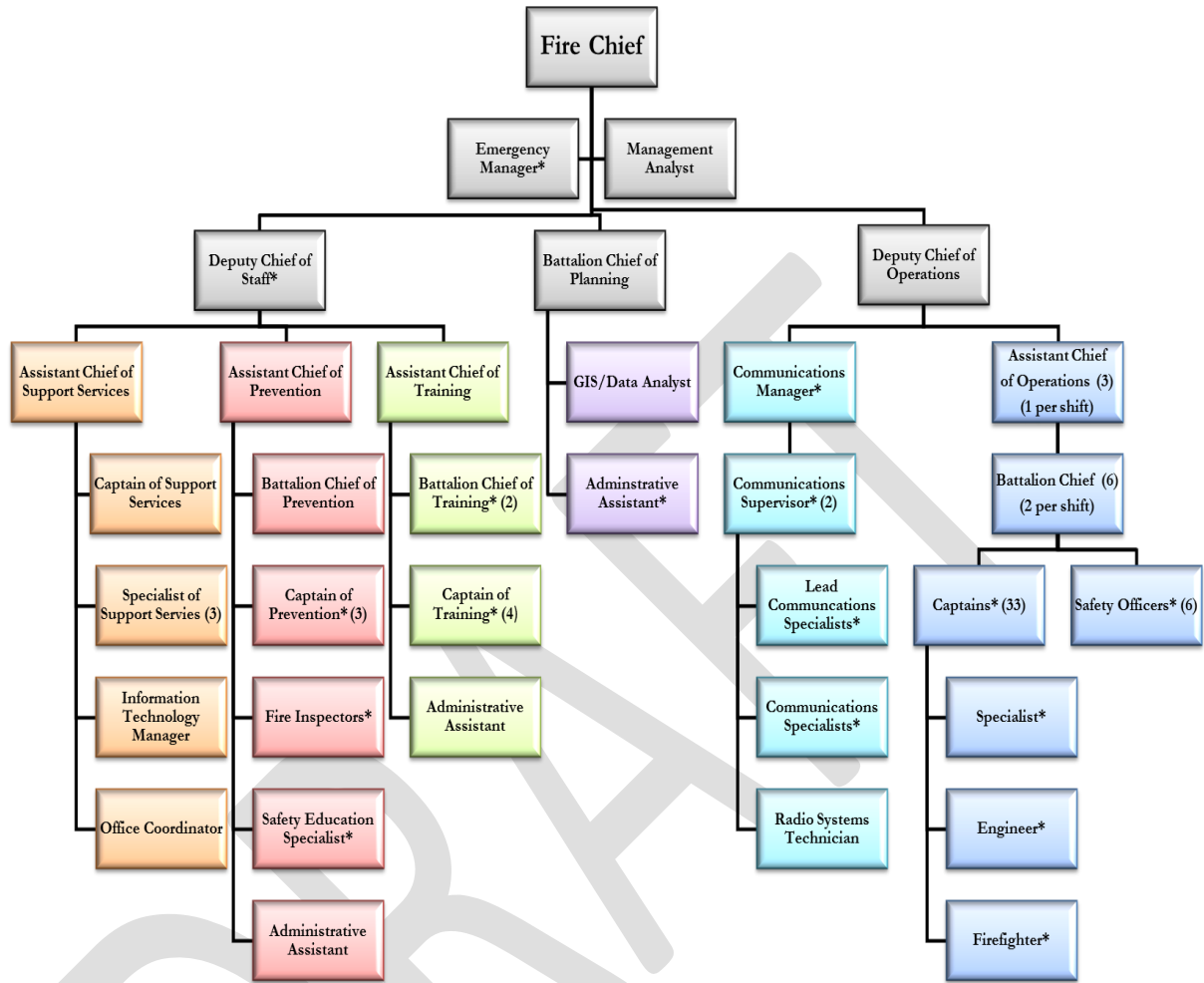
\* Indicates expansion position

\*\*All sworn ranks may include the paramedic designation

Division	Full-Time Equivalents (FTE's) FY17	Immediate expansion FY18
Administration	2	+1
Support Services	4	+2
Prevention	3	+2
Training	2	+3
Communications	13	+11
Operations	129	+22
<b>Total FTE's</b>	<b>153</b>	<b>194 (+41)</b>

# LEE'S SUMMIT FIRE DEPARTMENT

## 2026 Near to Far-term Conceptual Organizational Chart



\*Indicates expansion positions

\*\*All sworn ranks may include the paramedic designation

(Operational expansion of three additional stations, special ops, NFPA 1710 staffing, and safety officers)

Division	Full-Time Equivalents (FTE's) FY18	Near and Far-term expansion By FY27
Administration	3	+2
Support Services	6	+0
Prevention	5	+2
Training	5	+3
Communications	24	+13
Operations	151	+141
<b>Total FTE's</b>	<b>194</b>	<b>355 (+161)</b>

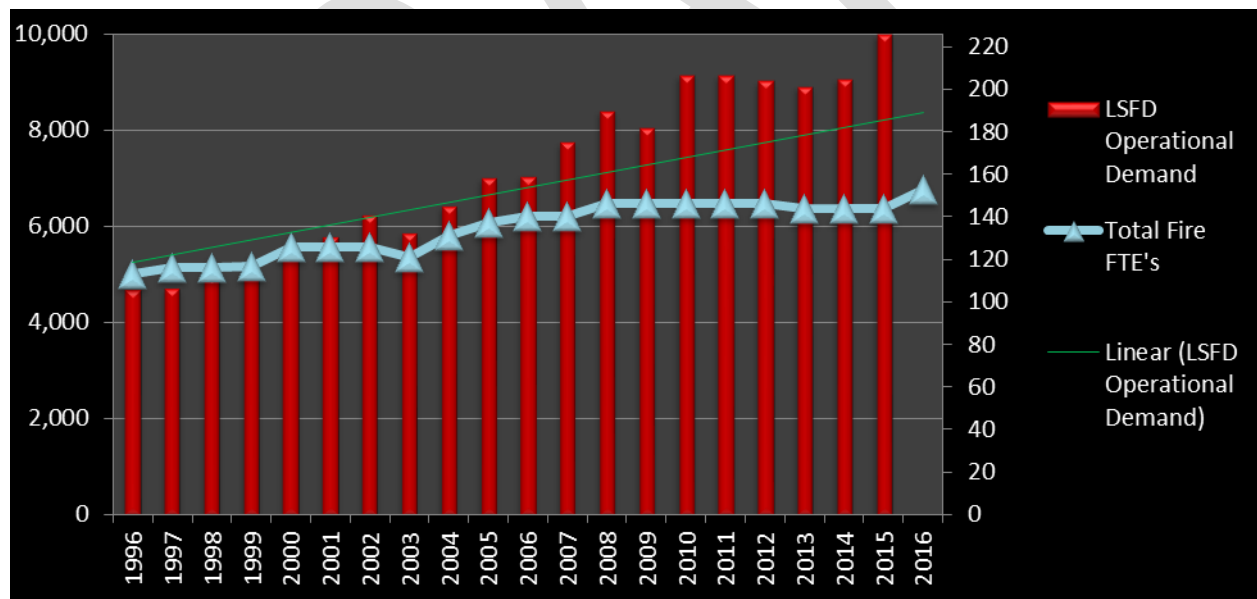
# LEE'S SUMMIT FIRE DEPARTMENT

## Staffing over Twenty Years

A twenty year study, using documents such as the city comprehensive annual financial report (CAFR) and the 2015 City Development Report, was performed by the department's workforce planning committee. This analysis evaluated several indicators: population, demand, FTE's, and financial resources. Information identified the department's staff reduced from 14 FTE's in 1996 to 11 in 2016 when evaluating the administrative, training, prevention, and support services divisions. The communications center increased staffing in 2000 from a minimum of one dispatcher to two dispatchers per shift, but hasn't grown since that time. The operations division has grown in staffing based on previous organizational response goals. The accreditation process identified these response goals were not aligned with industry standards.

## Department Staffing vs. Operational Demand Histogram

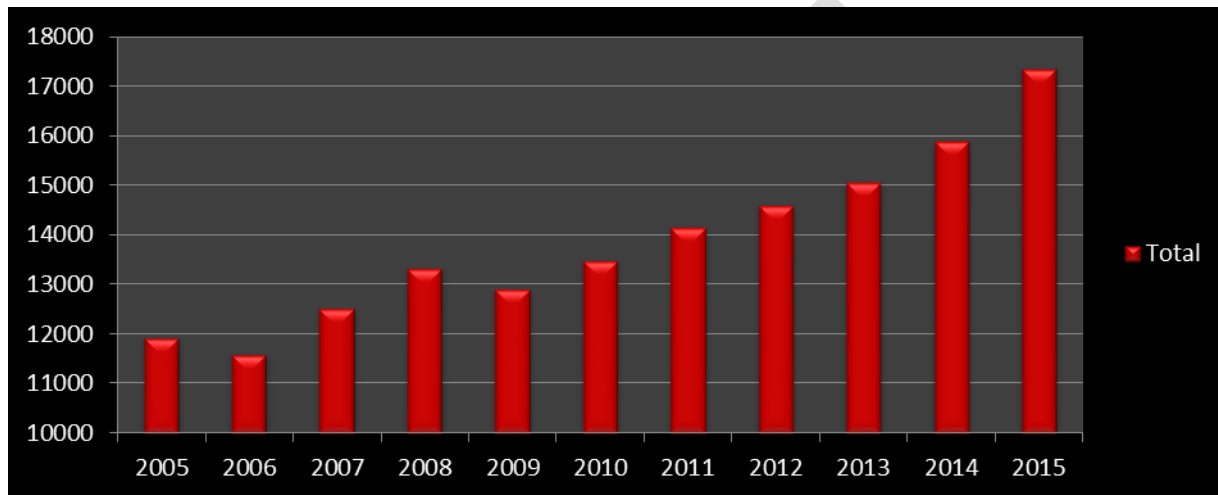
A twenty year trend identified the total FTE's to the operational demand of the department. In 1996 the department had a call to FTE ratio of 41.62, and by 2015 the ratio increased to 69.44. Since 1996, the department's operational demand has increased 112.36% and has grown in department staffing by 35.39%. Growth has occurred in the operations division, but other divisions have not grown or lost FTE's.



# LEE'S SUMMIT FIRE DEPARTMENT

## Communications Center Personnel Staffing vs. Center Demand Histogram

A twenty year trend on demand data could not be completed based on the lack of historical data available. However ten years of data was available. The department's communications center provides emergency communications for nine regional fire departments. Demand in the communications center has increased 45.56% in the past 10 years. Staffing has not increased since 2000 (16 years ago).



## Historical Growth

The following comparison is not to indicate any department holds a greater value to the community over the other. It is meant to describe the financial growth of one department comparatively to the other based on historical trending.

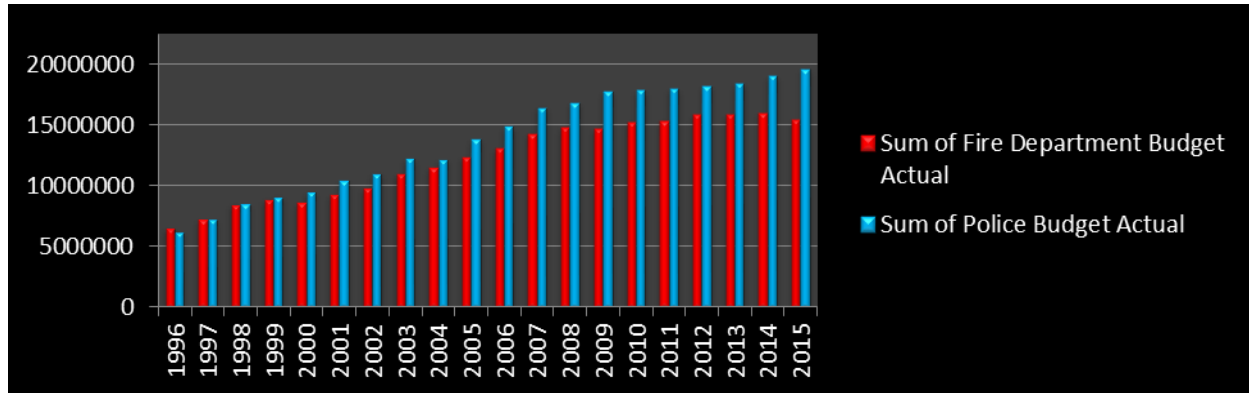
In 1996 (FY97), the fire department budget exceeded the police department by approximately \$200,000 at approximately 4%. Today that ratio is significantly different. The FY16 actuals showed a difference of \$4.2 million dollars to the police department with percent value of a 27.205% greater budget than the fire department.

### Public Safety Budgets

Department	FY97	FY16	Percent Growth
Fire	\$6,489,481 (+4.61%)	\$15,439,776	137.920%
Police	\$6,202,965	\$19,640,181 (+27.20%)	216.625% (+57.065%)

# LEE'S SUMMIT FIRE DEPARTMENT

## Fire Department vs. Police Department Budget Actuals



### Public Safety FTE's

Department	FY96	FY16	Percent Growth
Fire	113	144	27.433%
Police	147	202	37.414% (+9.981%) more growth

## Core Programs

The department priorities are consistent in the application of its mission:

1. Life Safety
2. Incident Stabilization
3. Property Conservation

These priorities are applied through the department's six existing divisions.

Administration	Training
Prevention	Communications
Support Services	Operations

These divisions can be further broken down into programs which affect all aspects of the mission to meet the community's expectations of the fire department. The division's responsibilities are broken down into 14 further programs.

Fire Suppression	Emergency Dispatching
Fire Prevention	Emergency Medical Services
Fire Investigation	Tactical Emergency Medical Services
Public Education	Hazardous Materials Response
Code Enforcement	Rescue-Basic and Technical
Emergency Management	Support Services
Training and Occupational Safety	Administration

# LEE'S SUMMIT FIRE DEPARTMENT

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In 2013, the department began working in the continuous improvement model/accreditation process and published its first community driven strategic plan. The department was awarded international accredited status in August 2016 for the first time in department history.

## Key Guiding Documents

Working in the continuous improvement process/accreditation model, the department published required guiding documents to support the plan for organizational improvement. These documents were considered while developing this plan.

1. *Community-Driven Strategic Plan 2013-2018*
2. *Community Risk Assessment Standards of Cover (CRASOC) 2015*
3. *Program Appraisals 2015*
4. *Fire and Emergency Services Self-Assessment Manual 2016*
5. *Commission on Fire Accreditation Report 2016*

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# LEE'S SUMMIT FIRE DEPARTMENT

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## Growth by Division

### Administration

Prior to 2011, the division had two FTE's, but lost the administrative assistant to the chief through resignation. The division didn't fill the vacancy due to budgetary constraints until the fall of 2015 when it was reclassified as a management analyst. The fire department administration division has not grown in the past twenty years.

### Training

Prior to 2000 the division had three FTE's to provide the mission of the division. Department reorganization in 2000 removed one of the FTE's. The division hasn't grown since and is leaner today than it was in 1996.

### Prevention

The staffing in this division was two until 2000, when a third FTE was added. The division has remained at three FTE's since.

### Support Services

The division hasn't grown over the research period from 1996. The division has held at four FTE's.

### Communications Center

The center went from minimum staffing of one on duty per shift, to two in 2000. Emergency communications for nine regional fire departments are provided with two people per shift. The center has not grown since 2000.

### Operations

The operations division has grown adding two fire stations with two fire apparatus, three rescue ambulances, and a response chief since 1996. Minimum staffing has remained at three on fire apparatus over the twenty year period. The staffed deployment coverage for nearly 70 square miles is not effective to reach industry standard response time quality.

# LEE'S SUMMIT FIRE DEPARTMENT

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## Department History of Excellence and Evolution

In the not so distant past the department was nationally known, associated with excellence in innovation and progressive policy. In 1996 the department was continuing to build on strong operational capabilities providing a fully functional all community hazard response force. This included an underwater dive rescue team, along with advanced technical rescue response, hazardous materials response, fire suppression response, advanced life support emergency medical transport service, and a dedicated fire department emergency communications center. In 1998, the department expanded to its sixth station. The department added a technical services chief, and by the end of 1998 non-operational support staff (administration, training, prevention, support services, and technical services) was at 15 FTE's. The department's training division was placed in a leadership role with the Mid-America Regional Council (MARC) firefighter training academy held in Overland Park, Kansas. The academy provided regional training to firefighter candidates for many regional communities.

In 2000, the fire department communications center increased staffing to provide a minimum of two dispatchers per shift and added new fire departments by contract. A battalion chief was added to each shift to assist with operational demand and shift training. With the addition of the battalion chiefs, the training division decreased staffing. The three FTE's in the training division were reduced to two.

Station 7 was added in 2007 to the southwest portion of the city slated to have a housing boom. Two ambulances were added to the operational fleet assisting with the increasing response demand.

The response coverage to the city was based on a response plan of an "average" of 5 minutes travel time from a fire station. This was the department's response goal and was not based on any industry standard. The department tracked its response quality based on the average travel response time of the first arriving fire department unit regardless of its type, and no other quality measurements.

Operational capabilities today are different from what they were in 1996. Operational service level provisions have decreased. The department no longer has an underwater dive rescue team. The department no longer provides technical rescue technician response outside of vehicle extrication or ice rescue. In place of the previous local service capabilities the department relies on regional technical mutual aid to respond into the city. These response teams come from Kansas City, Missouri or Blue Springs, Missouri. Regional mutual aid is available for all other programs if needed. Regional mutual aid is requested for fire suppression or emergency medical response.



# LEE'S SUMMIT FIRE DEPARTMENT

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In 2013 the department began working toward international accreditation through the Center for Public Safety Excellence's (CPSE) Commission on Fire Accreditation International (CFAI). A community driven strategic plan was published in 2014, a study of Community Risk Standards of Cover (CRSOC) published in 2015, and a self-assessment process using the 8<sup>th</sup> Edition Fire and Emergency Service Self-Assessment Manual (FESSAM) was completed in 2016. This process occurred over three years and included several identified needs for improvement organizationally.

In 2016, an on-site review by four CFAI Peer Assessors verified and validated the credibility of the accreditation documents. Later in the year, the department was reviewed by the CFAI who found the department's accreditation documents credible, meaning believable. In addition to all of the plans for improvement identified internally through the process, the CFAI identified twenty-six additional recommendations for improvement. In a public hearing, after interviewing department representatives including the city mayor, the department was granted international accredited status on August 17, 2016.



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## Administration Division

### Challenges

The fire chief is the chief operations division officer, ensuring coordination between the three operational shifts. With the span of control for the fire chief at nine, this function is a challenge to perform effectively. The fire chief is also designated as the emergency manager for the city. This role is currently shared over three assistant chiefs in three different divisions. These and many other tasks have been a challenge for the division with the amount of changes due to the CFAI continuous improvement/ accreditation process. With the infusion of the CFAI continuous improvement model, tasks have increased significantly. The Accreditation Manager and Management Analyst have assisted with many of these tasks.

These include:

- Assisting with coordination and planning related activities including resource deployment, continuous improvement/ accreditation efforts, immediate, near-term, and long-term planning.
- Oversight and direction of data analysis including response performance, outcome measures, and prepares or directs studies and department research efforts.
- Coordinating the department's data collection process and advises on industry's best practices for policy development.
- Acting in an advisory capacity to the fire chief and senior leadership staff on department planning related issues.
- Facilitating annual appraisal processes with department leadership staff for each program identifying input, output, outcomes, and goals.
- Coordinating planning and analysis related programs including geographical information systems (GIS) and record management system (RMS) Quality Assurance.
- Oversight of the accreditation processes including the assembly and maintenance of compliance and reference documentation.
  - Strategic Planning
    - Strategic Initiative Committee Chair oversight
  - Community Risk and Standards of Cover
    - Compliance methodology
      - Program output and outcomes assessment
      - Operational resiliency assessment
      - Deployment model effectiveness assessment
  - Self-Assessment Manual compliance
    - Category, Criterion, and performance indicator management
  - Annual Compliance Report (ACR)

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- Representing the department and city with the Center for Public Safety Excellence (CPSE), ensuring active participation and advocacy in accreditation related matters.
  - CFAI Peer Assessor Activity and required training
  - Regional Accreditation Consortium participation
  - Excellence Conference and Accreditation hearing participation
- Performing as a peer assessor for the CFAI.
- Assisting with drafting new or revisions of policies and/or operating guidelines.
  - Providing training on new policies or guidelines.
- Assigning projects to achieve accreditation tasks and objectives.
- Providing or facilitating training to members of the department on accreditation related topics.
- Developing sustainability and succession planning efforts in accreditation related matters.
- Reviewing performance measurement reports.
- Educating internal and external stakeholders on continuous improvement, accreditation, and planning and analysis.
- Assisting in the development and presentation of information for internal and external audiences.
  - Department members
  - City Management team
  - City Council
  - CFAI

## **Future Growth**

The needs in this division will continue to grow for many years into the future as the city and department continue expansion. The performance analysis (outcomes) assessment capabilities of the division should grow to be engaged real-time, instead of delayed reactionary assessments. The role of emergency management should be developed with succession planning. Specific GIS/Analyst functions should be completed on a regular basis and will need to be established within the department. This analysis is in line with the CFAI continuous improvement model allowing the AHJ to be informed and make data driven decisions to meet community expectations.

## **Immediate Needs (FY18)**

Deputy Chief of Operations (1) - This position would manage the operations division and provide oversight to the communications center. By adding this position, the span of control for the fire chief would be reduced to six, and the deputy chief's span of control would be four. This would enhance operations shift and communications center continuity.

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Battalion Chief of Planning and Analysis (1) – The continuous improvement/accreditation tasks have become the model of how the department evaluates itself for improvement. These are currently performed by a captain from the operations division who swaps back and forth between operations and administration throughout the year, usually at several months at a time to catch up on processes. While in the operations capacity, occasionally the unit assigned will be placed last out due to accreditation related activity. This current process also impacts the effectiveness of the operations division causing overtime and decaying company and operational continuity. Communication has been challenging as participation in staff and other command meetings are limited based on being a member of the labor group. This expansion would allow planning and analysis tasks to be managed daily providing more effective communication with the fire chief, analyst, and command staff; removing the negative impact to the operations division.

## **Near Term (2-5 years)**

Emergency Manager (1) – This position would become the emergency manager for the city. They would be involved in regular emergency management training at the local, regional, and federal level.

Administrative Assistant (1) – This position would assist with document development, scheduling, and coordination of administrative tasks.

## **Far Term (5-10 years)**

Deputy Chief (1) – This position would provide oversight to the prevention, training, and support services divisions. This would decrease the extended span of control of the fire chief and make communication more effective through the chain of command.

Management/GIS Analyst (1) – This position would allow the department to be more efficient and effective with data analysis for continuous improvement/accreditation processes, such as output and outcomes while studying the capabilities of resource availability. This would allow the department to plan more effectively instead of delays caused by a lack of resources.

### Administrative Division Staffing Plan

Immediate (FY18)	Near Term (2-5 years)	Far Term (5-10 years)
Deputy Chief of Operations	Emergency Manager	Management/GIS Analyst
Battalion Chief of Planning and Analysis	Administrative Assistant	Deputy Chief

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## Support Services Division

### Challenges

Delays are occurring due to the increasing volume of tasks on the division. Frequently, chief officers shuttle resources due to a lack of staffing. Communication with vendors is impacted due to this which delays the effectiveness of the division. With increasing demand and future needs of current personnel, the support services staff is challenged to meet current department expectations.

### Future Growth

The continuous improvement/accreditation model has forced the division to perform more tasks regularly and provide communication of the tasks through documentation.

Procurement process should increase in the near term with the need to expand to meet deployment objectives. This increased demand on the division will need support through staffing depth.

### Immediate Needs (FY18)

Captain of Support Services (1) – This position would communicate with operation division chiefs and captains for physical resource organization during maintenance activities and for stations resource management through the procurement process. Additionally, the captain would communicate with vendors and assist with the budgetary process.

Support Services Specialist (1) – This position would provide depth in the division and allow division function quality to remain effective should personnel be on leave, and other times of vacancy. Increased tasks are pulling additional staff (from other divisions, or command staff) to assist. This will allow the reintegration of the media services tasks due to the lack of resources.

### Near Term (2-5 years)

Unknown at this time

Support Services Staffing Plan

Immediate (FY18)	Near Term (2-5 years)	Far Term (5-10 years)
Captain of Support Services	Unknown	Unknown
Support Services Specialist	Unknown	Unknown

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## **Prevention (Risk Reduction) Division**

### **Challenges**

Currently the prevention division is having difficulty completing all work as assigned due to the volume of work. The members of this division frequently work extended hours to complete the minimum tasks. The division has difficulty maintaining timeliness on re-inspections due to the volume of work. With the state of development in the city, this only further increases the work load in the division.

The business inspection program relies heavily on the operations division to conduct annual inspections of all businesses in the city. The operations division has seen an increase in demand relating to emergency service calls, in addition to an expanding number of business inspections each year. Another outcome with relying on the operations division to conduct inspections is that it reduces response readiness by having units out of district, and personnel with delayed access to their units. It has also been identified through the accreditation process that inspections should be conducted by personnel holding certification to do so. To provide training and maintain certifications for all members of the operations division would present both financial and logistical challenges.

The Fire Investigation and Fire Education program rely mainly on recalled or overtime personnel to conduct investigations and deliver education programs. It has been increasingly challenging to fill this volume of overtime or obtain recall personnel. When this occurs these programs fall back onto the staff of the prevention department as well and further add to the workload.

### **Future Growth**

The demand for this division is anticipated to continue to grow for many years in the future. The city is continuing to have new development which drives demand in this division.

The Fire Investigation and Fire Education program is expected to continue to see an increase in demand as the city continues to grow. In addition, the Fire Education program has limited its scope due to limited resources in this area. With greater resources the opportunities for more education and citizen contact would be possible.

### **Immediate Needs (FY18)**

Captain in Prevention (1) – This position would be a 40 hour position that would share the duties already assigned to the Captain in prevention and assist in reducing the workload on all positions in the division.

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Administrative Assistant in Prevention (1) – This position would reduce the data entry and secretarial duties currently being conducted by members in this division, or being assigned to the administrative assistant in support services. Currently the three members of prevention division conduct routine data entry, filing of reports and paperwork, and conduct routine scheduling.

## **Near Term (2-5 years)**

Captain in Prevention (2) - These two positions and one previous Captain in Prevention would be assigned to shift, one on each of the operations shifts. Their duties would include all previous duties as a Captain in Prevention. In addition they would serve as the on duty Fire Investigator for all incidents. In addition they would be the designated safety officer on each shift and would be assigned to all first alarm and greater incidents to serve in that role. This position also allows for after hours prevention business to be conducted such as life safety inspections, recreational burn permit requests, and special event inspections.

Fire Safety Education Specialist (1) – This position would be assigned to manage and deliver the Fire and Public Safety Education program. The division currently has limited capacity to deliver education in all available areas, and is not always able to provide for all requests. In addition there are additional opportunities in the community that the department is not actively involved with due to limited resources. This position would be a 40 hour position with the ability for a modified work schedule to meet demands of needs such as evening and weekend events.

## **Long Term (5-10 years)**

It should be the goal of the division to expand its capabilities to conduct annual business inspections without relying on the operations division. This could be done by expanding the number of captain positions, the creation of a fire inspector position, or through the use of an intern/seasonal employee program within the division. With the increasing demand on the operations division, and the increased awareness of response times and district coverage this becomes imperative. Additionally, the division should continue to monitor growth, development, and sources of demand for the division and plan accordingly for future expansion as needed.

Prevention Division Staffing Plan

Immediate (FY18)	Near Term (2-5 years)	Far Term (5-10 years)
Captain of Prevention (1)	Captain of Prevention (2)	Fire Inspectors (?)
Administrative Assistant	Safety Education Specialist	



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## Training Division

### Challenges

Due to the capacity of critical tasks on this division, tasks are not being completed effectively. In addition to being responsible for training and professional development of all employees, the division also oversees or has responsibilities for: organizational health and wellness, infectious disease exposures, emergency medical services licensure, logistical control of all controlled substance medications, hiring process management, promotional process management, management and procurement of training resources, reconciliation of data for performance, medical record management, quality assurance/quality improvement of all programs, collaboration with regional partners for process improvement, servicing and replacement of all durable medical equipment, medical equipment inventory, coordination of the tactical medic program, and emergency medical services preceptor program management.

### Future Growth

The department anticipates rapid growth following the continuous improvement model implementation/accreditation process. This is due to operational coverage not meeting industry's best practices. With additional staff needing on-going training, and the return of consistent specialized training for all programs, additional resources are needed within the division to be effective in its mission.

### Immediate Needs (FY18)

Captain of Training (1) – This officer would facilitate training for the programs of fire suppression, hazardous materials, and technical rescue. They would also be the dedicated drillmaster for developing new recruits for the department. The demand on shift battalion chiefs has exceeded their capabilities to provide adequate fire based training.

Captain of Training (1) – This officer would facilitate training for emergency medical services to all members of the department. They would also have a key role in the development of a community paramedic program.

Administrative Assistant – This individual would perform analysis of output and outcomes from the emergency medical services records management system. They would also manage all training records for certification, credentialing, or licensure requirements.

### Near Term (2-5 years)

Battalion Chief of Training (1) – This officer would assist with oversight of training development for all programs and supervise the captains of training.



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Captain of Training (1) – This officer would assist with training facilitation of fire suppression, hazardous materials, and technical rescue. They would also assist with the role of department drillmaster for recruit training.

Captain of Training (1) – This officer would assist with training facilitation of emergency medical services to all members of the department. They would also have a key role in the community paramedic program.

Training Division Staffing Plan

Immediate (FY18)	Near Term (2-5 years)	Far Term (5-10 years)
Captain of Training (2)	Battalion Chief of Training	unknown
Administrative Assistant	Captain of Training (2)	

## Communications Center

### Challenges

Due to the increased volume in the communications center, frequently radio communications need to be repeated or are missed. This is not effective as the communications center is an essential role, particularly if there is a mayday situation. Resources are not available for dedicated communications when structure fires occur, not only for the department but for all other agencies as well. The center currently monitors 24 radio channels due to all the contract agencies. The 800 MHz system will improve radio quality, but will potentially add frequencies or talk groups. Additionally due to volume, Emergency Medical Dispatching is abbreviated or at times eliminated, utilizing the emergency rule for dispatchers. Frequent holds occur due to volume.

The center not only provides emergency communications for nine fire departments, but is responsible for all overtime callouts. Callout errors occur due to the volume of callouts while also performing emergency communications functions. Due to the increased volume, training is delayed and dispatchers are unable to decompress impacting their health and wellness.

In addition to managing the communications center for nine fire departments, the supervisor is also the information technology liaison for the department. This includes managing the applications, maintenance, upgrades, reports, end user views, and form creation for the two primary record management systems (RMS) FDM software and the FDM computer aided dispatch (CAD). In addition to those systems, the supervisor manages all fire department software and hardware for the center, EOC, and DOC. Due to information technology tasks, regional support and assisting on dispatcher consoles during

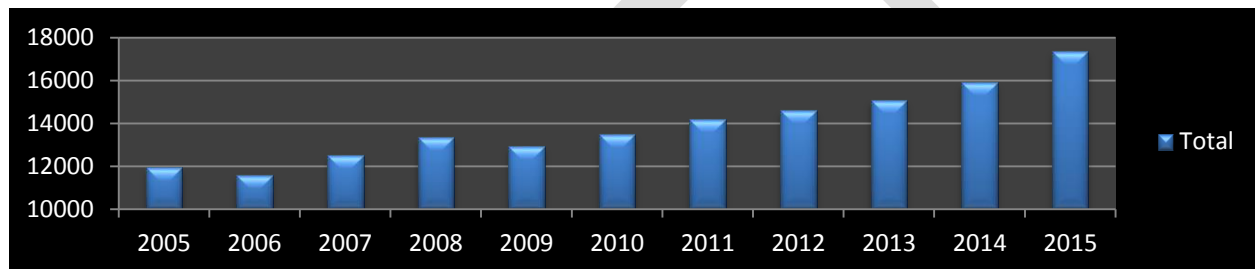
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high call volumes or to maintain minimum staffing, task completion is delayed. Occasionally, the supervisor has been required to work shift work in addition to the forty hour shift to cover vacancies for minimum staffing and volume.

## **Communications Center Personnel Staffing vs. Center Demand Histogram**

A twenty year trend on demand data could not be completed due to the lack of historical data. However, ten years of data was available. The department's communications center provides emergency communications for nine regional fire departments. Demand in the communications center has increased 45.56% in the past 10 years. Staffing has not increased since 2000.

### **Communications Center Emergency Dispatch Communications Demand by Year**



## **Future Growth**

Call volumes are increasing not only for the department but for many of the other jurisdictions which services are provided. The center will need to continue to look for process improvements based on the increasing demand regionally. This includes increasing resources and technology.

## **Immediate Needs (FY18)**

Communications Specialist (6) – These positions would allow for staffing of a minimum of three per shift compared to two currently. The increased minimum staffing is to engage the communications tasks and to allow for greater quality during high risk operations events.

Lead Communications Specialist (2) – This would provide a lead communications specialists for all shifts tied to minimum staffing.

Communications Manager (1) – This position would allow for effective management of the communications center. This would create effective communications with the nine fire agencies to troubleshoot and investigate complaints, and allow for more effective management of dispatch services, information technology, and radio systems.

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Communications Supervisor (retained) – This position would supervise the lead communications specialists and be responsible for shift scheduling.

Information Technology Manager (1) – This position would perform tasks associated with IT support for the department. Additionally, this position would perform analyst functions within the CAD, mobile CAD, AVL, and other FDM systems. This position would also be involved with the data support needs for the continuous improvement/accreditation process such as GIS and other CAD related data. This position could be moved under the support services division to be more engaged with department procurement processes and other administrative functions.

Radio Systems Technician (1) – This position would troubleshoot all emergency radio challenges for quality assurance of the radio systems. They would also provide support for the station alerting systems at all fire stations for optimal performance.

## **Near Term (2-5 years)**

Communications Specialist (6) – These positions would provide resiliency to the minimum staffing of three per shift.

Communications Supervisor (1) – This position would establish a day and night supervisor.

## **Far Term (5-10 years)**

Communications Specialist (6) – These positions would allow depth to keep up with the anticipated increasing volume.

Communications Center Staffing Plan

Immediate (FY18)	Near Term (2-5 years)	Far Term (5-10 years)
Communications Specialist (6)	Communications Specialist (6)	Communications Specialist (6)
Lead Communications Specialist (2)	Communications Supervisor	
Communications Supervisor		
Information Technology Manager		
Radio Systems Technician		

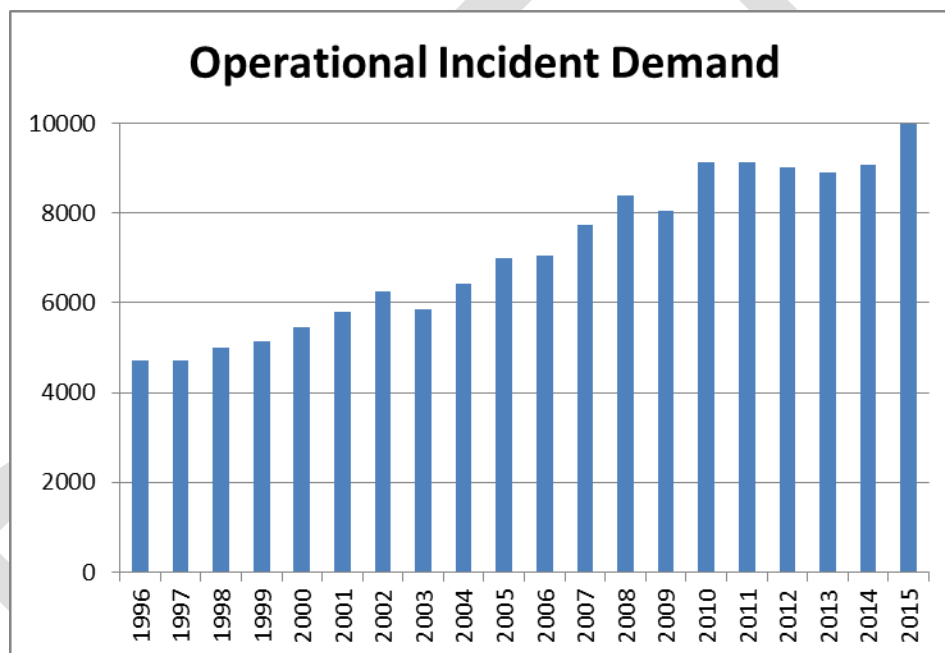
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## Operations Division

### Challenges

The current response capabilities are not built to meet industry standards for response quality<sup>1</sup>, nor is it meeting community expectations<sup>2</sup>.

- The travel time to respond for the first arriving unit and the effective response force deployment design of the department was built for an “average” of five minutes travel time. Industry standard response travel time for populated areas is four minutes, 90% of the time. Due to increasing emergency and non-emergency tasks (inspections, training, support service, public education, and administrative duties) first due units are not reliable within their first due areas to meet industry standards, 90% of the time. Response performance by program and risk level is published annually.



<sup>1</sup> National Fire Protection Association (NFPA) 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*

<sup>2</sup> Community Driven Strategic Plan, Community Expectations

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## 2015 Operational Resiliency

This chart illustrates the performance of operations resources in 2015 within their primary response areas. If resources are not able to perform with at least 90% resiliency they cannot perform to the travel time potential identified by the travel time study providing that capability 90% of the time. All tasks affect operational resiliency regardless if the tasks are associated with the mission of operations.

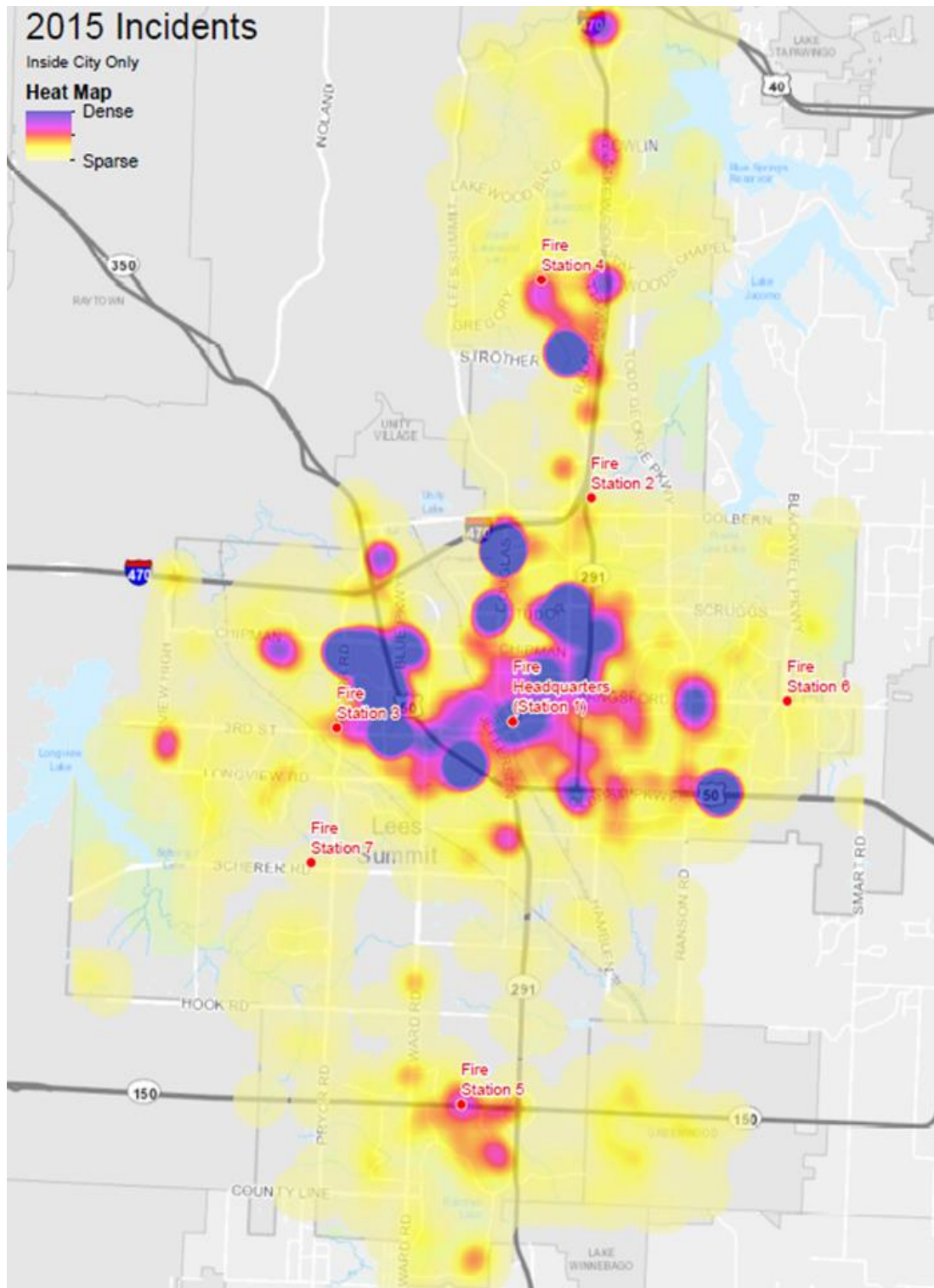
District <sup>3</sup>	Calls within District	Calls made within district	Calls needing an medical unit	Calls made with 1 <sup>st</sup> due rescue	Primary units	Fire unit resiliency in district	Medical unit resiliency in district
1	1803	1566	1356	1058	P1 and R1	86%	78%
2	1295	1178	1070	NA	P2, T2, or G2 R1, R6, R4	90%	NA
3	2489	2181	2000	NA	P3 or G3, R1, R7	87%	NA
4	1358	1232	1020	848	P4, R4	90%	83%
5	955	877	684	571	P5, R5	91%	83%
6	1143	1051	874	734	P6, R6	91%	83%
7	341	301	232	182	P7 or T7, R7	88%	78%

- Fire units are frequently moving throughout the day in and out of primary response areas. The commit time of all tasks impact the resiliency of units to provide quality response time.
- The commit time associated with the number of medical units transporting patients in and out of the city impacts the resiliency within their primary response areas.

<sup>3</sup> The department will attempt to transition to an automatic vehicle location (AVL) deployment system which will essentially do away with response districts in 2017. The closest unit will be assigned to provide the highest quality response travel time based on resources available.

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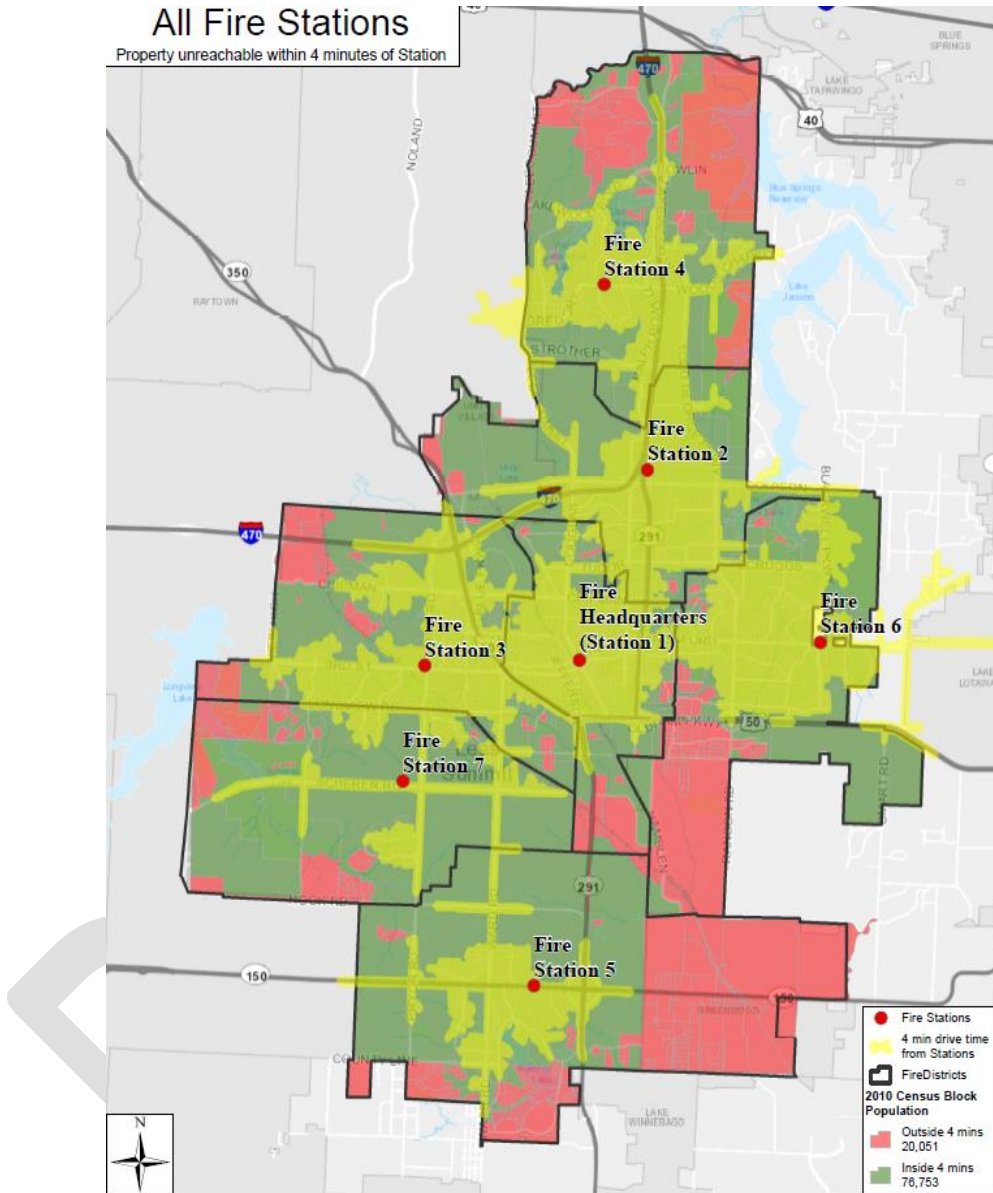
## 2015 Thermal Map of Operational Demand





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## Travel Time Study Performed by City ITS Against 2010 Census Population



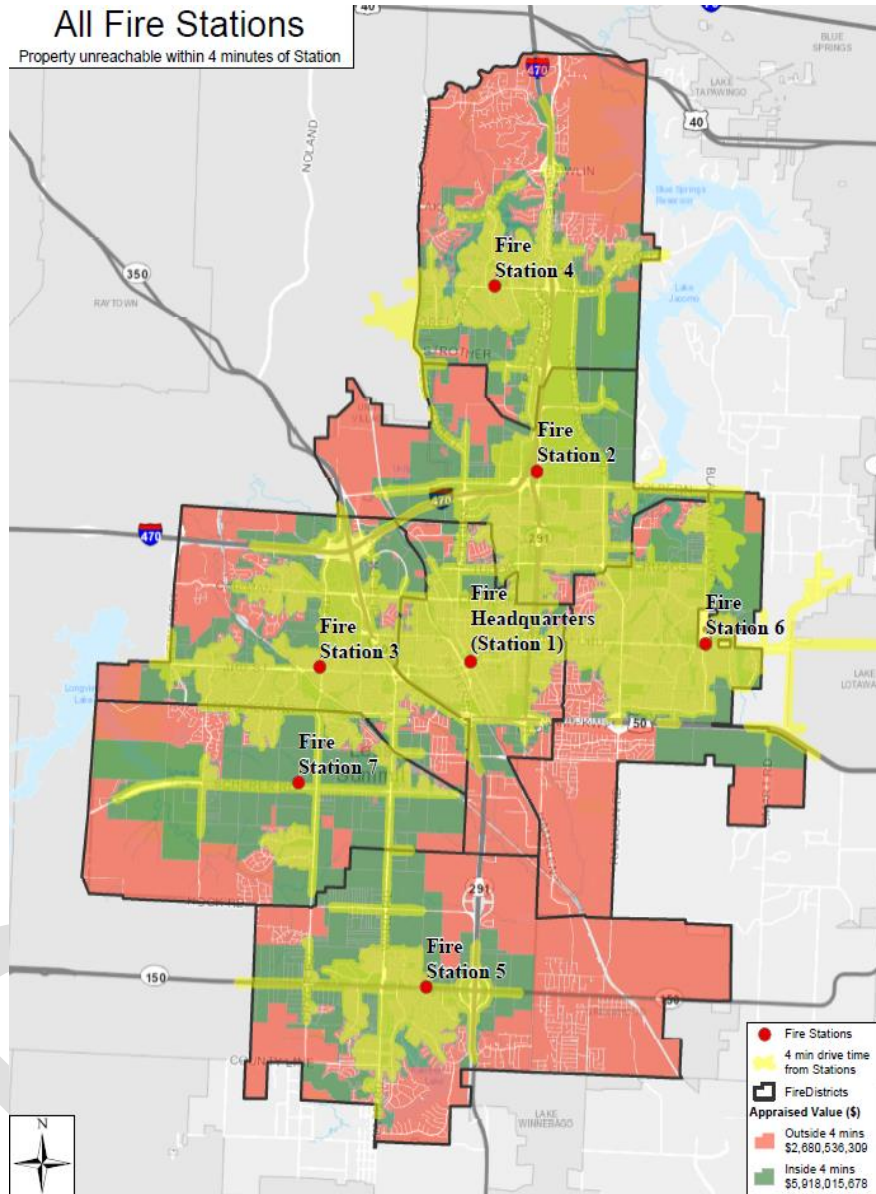
Population reachable in 4 minutes	76,753 (79.29%)
Population unreachable in 4 minutes	20,051 (20.71%)

- The travel time capabilities of the first arriving units when all are available do not provide industry standard coverage<sup>4</sup> (4 minutes) to several populated areas.

<sup>4</sup> National Fire Protection Association (NFPA) 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*

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## Travel Time Study Performed by City ITS Against Property Value



Based on 2015 Jackson County Records (doesn't include Cass County)

Appraised Property reachable in 4 minutes	\$5,918,015,678 (68.83%)
Appraised Property unreachable in 4 minutes	\$2,680,536,309 (31.17%)

- The travel time capabilities of the first arriving units when all are available do not provide industry standard coverage<sup>5</sup> (4 minutes) to several populated areas.

<sup>5</sup> National Fire Protection Association (NFPA) 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*



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- The travel time for the effective response force (ERF) was not considered previously in the coverage to the community prior to entering the CFAI model. The ERF is the amount of resources needed to mitigate different types of emergencies within the coverage area. Because of the lack of ERF planning for coverage until 2014, the department deployment locations (fire stations) are spaced out for 5 minute average travel distribution with single resource types ready for deployment from those stations. The industry benchmark is eight minutes travel time for the arrival of the ERF 90% of the time. Currently, the department is nearly double that time in some programs due to the limited amount of resources spread out for coverage over nearly 70 square miles.
  - The repositioning of Rescue 6 to Station 2 improved ERF response quality on EMS incidents to the whole coverage area in every population density zone type.
  - When several units are needed to mitigate an emergency incident, such as a structure fire, the travel time associated with mobilizing eight apparatus to the scene in any one location within the community is not close to industry standards (NFPA 1710, eight minutes travel time).

Travel Time ERF Baseline 90% Performance Jan-June '16  
High Risk Fire (Eight fire response units)

Urban zones	17:45 (8:00 benchmark *8 <sup>th</sup> edition)
Suburban zones	12:37 (10:00 benchmark *8 <sup>th</sup> edition)
Rural zones	18:31 (10:00 benchmark *8 <sup>th</sup> edition)

- Minimum staffing levels
  - Minimum staffing has remained at three on fire apparatus over the twenty year period. This staffing level is common regionally, though ***not associated with industry standards<sup>6</sup> for safety or performance<sup>7</sup>***. The staffed deployment coverage for nearly 70 square miles is not effective to reach industry standard response times.
  - Because of the current staffing level, additional apparatus must be mobilized to provide the number of firefighters on scene to mitigate certain incidents. If staffing met industry standards for safety and performance, less units would need to be assigned to larger scale incidents and would provide greater resource resiliency to the community.

<sup>6</sup> National Fire Protection Association (NFPA) 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*

<sup>7</sup> National Institute for Standards and Technology (NIST) Field Experiments Study

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- Minimum staffing competency for hazardous materials technician and technical rescue technician are **not** provided to the community associated with daily coverage. If a technician level hazardous materials event, or a technical rescue technician level event occurs (other than ice rescue or vehicle extrication), regional mutual aid is relied upon to respond into our community and perform critical tasks associated to mitigate the event. The department responds but operates in an awareness capacity based on current staffing standards.
- The utilization of fire apparatus for all operational responses, and for business inspections impacts the draw-down of resources to be reliable for higher risk event types.
- The department has exceeded its overtime budget several years in a row due to personnel leave and vacancies.
- The demand on chief officers to respond has increased due to the continuous improvement/accreditation model. The two chief officers are deploying more often to incidents, and deploy simultaneously on all structure fires. For every structure fire deployment, a recall chief has to respond to provide coverage to the community. Recall chiefs are either off duty or 40 hour administration positions. If a chief officer is assigned to a call within the community, ERF is not in place to deploy to higher risk incident types, such as structure fires.

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## Future Growth to the Community

### Development projects publicly known as of October 2016<sup>8</sup>

#### Fire District 1 (central region of the city, includes the historic downtown)

- Missouri Innovation Campus- A combined educational /commercial complex approximately 200,000 square feet in size. To be located in the area of Ward Road and Tudor Road.
- Summit Place Shopping Development at Summit Technology
  - Opening Fall 2017
- Mid-sized hotel with approximately 90 rooms. To be located in the area of Ward Road and Tudor Road.
- Summit Orchard development and luxury apartments located at Chipman Road and Ward Road.
  - 150,000 square feet of mixed use office, retail, and restaurant
  - 300 apartments
- A large 291 and 50 Highway infrastructure project with new development in the Adessa property on the east and west sides of 291 Highway.
- "The Grove At Lee's Summit" 291 Highway and Bailey Road
  - 1 million square foot business park
  - Phase 1 tentatively scheduled to open 2019

#### Fire District 2 (north central region of the city, includes Unity Village)

- A large international manufacture business with approximately 500 employees is proposed to move into the area of Independence Avenue and McBaine Street.
- A combined retail/commercial development in the area of Strother Road and Independence Avenue proposed to be approximately 100,000 square feet of new development.
- A mid-sized family activity center located at McBaine Drive and Independence Avenue.
- A commercial warehouse on McBaine Drive at approximately 50,000 square feet.
- A senior living/skilled nursing facility has been proposed in the Colbern Road corridor, unknown the number of rooms or beds.
- Tudor Road infrastructure development west of Douglas Street to Ward Road.
- Blue Parkway developments to the north of 470 Highway following infrastructure improvements.

#### Fire District 3 (west central region of the city, includes the western gateway)

- The Commons at John Knox Village, a multi-story senior living center located in the John Knox Village campus.
- The Meadows at John Knox Village, multiple multi-story senior living facilities located in the John Knox Village campus.

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<sup>8</sup> Information supplemented from the 2015 LSFDF Standards of Cover

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- Autumn Leaves at Third Street and Kessler is a 52 unit memory care nursing facility.
- Summit Place development in the area of Ward Road and Blue Parkway. This development includes two major anchor retail stores including a wholesale club and additional commercial pad sites.
- A large commercial/entertainment development located at 470 Highway and View High Drive. A combined sporting venue with commercial, residential, and hotel with a conference center occupancy.
- Continued development of the New Longview area with 309 multi-family residential units. Located in the area of Third Street and View High Drive.
- View High Drive and Third Street: 74 acre "Village at View High" mixed use development
  - 250,000 square feet of retail
  - 100,000 square feet of office and medical space
  - 312 apartment units in 17 buildings
  - 13 acre gated community 150 senior living apartments
- B and B Theaters complex within New Longview
- Continued development of the retail shopping development in the area of Blue Parkway and Chipman Road.

## Fire District 4 (northern region of the city, includes the northern gateway)

- A private High School in the area of Strother Road and Lee's Summit Road.
- Multiple multi-story senior living facilities and additional four-plexes in the area of Manhattan Drive and Meadowview Drive.
- Residential development in the area of Akin Boulevard and Morgan Drive. This includes 74 townhomes and a clubhouse.
- Residential development in the area of Bowlin Road east of Lakewood Way. This includes 160 residential lots with a proposed senior living/nursing facility.
- Continued development of the large residential subdivision in the area of Woods Chapel Road and Park Ridge Boulevard with 100 additional lots of single family residential.

## Fire District 5 (southern region of the city, includes the City of Greenwood)

- Continued development of the large residential subdivision in the northwest corner of Ward Road and 150 Highway.
- Continued development of a mid-sized subdivision in the area of Hook Road and Pryor Road with approximately 75 additional lots.
- A twenty-four hour Walmart in the area of 150 Highway and Market Street.
- Continued development of the large subdivision in the southwest corner of 150 Highway and Ward Road including an additional 200 single family lots.
- Continued development of a large subdivision in the area of Ward Road and County Line Road with an additional 180 lots of single family residential.
- Continued development of the mid-sized subdivision in the area of Pryor Road and Sage Canyon Road.

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## Fire District 6 (eastern region of the city, includes the eastern gateway)

- A multi-story senior living center in the area of Battery Drive and Shenandoah Drive.
- Residential development in the area of Todd George Road and Scruggs Road. Ninety three single family residential lots.
- Continued single family residential development of the large subdivision in the area of Langsford Road and Millstone.
- Continued single family residential development of the large subdivision in the area of Langsford Road and Wood Street.
- Major infrastructure development with an additional interchange at 50 Highway and Blackwell with frontage road extension for approximately two miles to the east.
- Commercial development in the area of Todd George Road and Blue Parkway including a large grocery store and multiple commercial/retail shops.

## Fire District 7 (southwestern region of the city)

- Continued single family residential development of the large subdivision in the area of Pryor Road and Eagle Creek Drive.

### **Immediate Needs (FY18)**

Supplemental Staffing (9) - Supplemental staffing would be utilized to combat historical overtime expenditures experienced due to extended absences and turnover of personnel. The positions would be entry level Firefighter/Paramedic positions.

Battalion Chiefs (3) - This would add an additional Battalion Chief per shift. Chief Officer demand has continuously increased to provide command and safety resources at emergency incidents. Additionally, since Battalion Chiefs were added to shifts to supplement the Assistant Chiefs, there have been several additions of resources and personnel to their purview. With the near future expectations of additional resources being added, the addition of the three Battalion Chief positions will provide adequate span of control and aid in establishing the infrastructure required of the command staff as strategic planning of the organization future continues.

Rapid Response Vehicle (9) - This would add a single unit resource with minimum staffing of two personnel per shift. This rapid response squad will assist with resiliency of district coverage in high demand areas and can be transitioned in to initial response vehicles in areas that are currently without adequate coverage. With this squad approach, unconventional stations may be appropriated until adequate fire station expansions can be funded.

# LEE'S SUMMIT FIRE DEPARTMENT

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## **Near Term (2-5 years)**

1710 Staffing (Phases 1, 2 and 3) (27) - In compliance with NFPA 1710 standards for staffing, phases one through three will provide a minimum of four-person staffing on all front line fire apparatus. This provides a faster effective response force with fewer physical resources while enhancing emergency incident safety with Occupational Health and Safety Administration (OSHA) compliance with the arrival of the first fire apparatus for two in – two out. Using fewer resources on higher risk incidents supports the standards of cover to the community with increased resiliency.

Special Operations (15) - Staffing of Squad 1 to provide resources associated with advanced technical rescue and hazardous materials technician incidents associated with minimum staffing to support the standards of cover. This unit would receive specialized training to perform advanced tasks related to those programs and continue to support the region in addition to the community. Minimum staffing would be four per shift/day.

Rescue 3 (9) - The advanced life support ambulance would provide coverage to a high demand area and support the resilience of other rescues within the community.

Rapid Response Vehicle (9) – This would add a single unit resource with minimum staffing of two personnel per shift. This rapid response squad will assist with resiliency of district coverage in high demand areas and can be transitioned in to initial response vehicles in areas that are currently without adequate coverage. With this squad approach, unconventional stations may be appropriated until adequate fire station expansions can be funded.

Station 8 (24) – This station would be staffed with one fire apparatus and one rescue and would provide coverage to an area that is not served with industry standard response quality and supplement needs to meet effective response quality standards to the community. (Planning for this station should begin immediately to coincide with existing and rapidly expanding risk based on known development in the city.)

## **Far Term (5-10 years)**

Captain/Safety Officer (9) - This position will enhance chief officer safety while responding to emergency incidents, provide incident command support, and may fill the role as the incident safety officer on complex incidents while assisting with resiliency to the standards of cover.

Station 9 (24) - This station would be staffed with one fire apparatus and one rescue and would provide coverage to an area that is not served with industry standard response quality and supplement needs to meet effective response quality standards to the

# LEE'S SUMMIT FIRE DEPARTMENT

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community. (Planning for this station should begin immediately to coincide with existing and rapidly expanding risk based on known development in the city.)

Station 10 (24) - This station would be staffed with one fire apparatus and one rescue and would provide coverage to an area that is not served with industry standard response quality and supplement needs to meet effective response quality standards to the community. (Planning for this station should begin immediately to coincide with existing and rapidly expanding risk based on known development in the city.)

## **Tracking Performance (Response Times and Outcomes)**

In pursuit of international accreditation, the department was required to track its response performance quality differently than before. This model looked at all components of total response time (TRT), including the first qualifying arriving unit, and the arrival of the effective response force at the 90<sup>th</sup> percentile. Response performance had never been evaluated in this manner.

Benchmarks were adopted from the 8<sup>th</sup> Edition of the Accreditation Model which allowed for variance of response time quality from NFPA standards based on population: urban, suburban, and rural densities. The department's deployment model hadn't been built on the arrival on an effective response force against recognized benchmarks.

The department informally identified a goal of the average travel time for a single unit at an average of five minutes to all areas of the city. It had not taken into consideration the quality for the arrival of all resources necessary to address hazards and risks in all locations of responsibility. This deployment design has negatively impacted the response quality to the community.

The department published its first CRSOC in October 2015. This document was a thorough analysis of the department's capabilities and limitations for response time quality against the benchmarks adopted. It documented immediate, near term, and long term goals for improvement. Several of the immediate and some of the near-term recommendations have been instituted or are in process.

In March 2016, the Commission of Fire Accreditation International (CFAI) evolved and published the 9<sup>th</sup> edition of the FESSAM. All agencies that are accredited or pursuing accreditation are required to progress to the 9<sup>th</sup> Edition model. Changes are identified in the new model such as:

- No variance for population density on response time quality.



# LEE'S SUMMIT FIRE DEPARTMENT

- Reports of response quality and associated outcomes by planning zone.
- Several additional core competencies and performance indicators.
- Associating outcomes with response performance.

The response time benchmarks previously adopted under the 8<sup>th</sup> Edition will have to change to meet the expectations of the 9<sup>th</sup> Edition CFAI model.

## Response Time Benchmarks Evolution

The previous benchmarks from 2013-2016 based on the 8<sup>th</sup> edition model.

CFAI 8<sup>th</sup> Edition benchmarks (allowed variance from NFPA 1710 for population density)

Population Density	1 <sup>st</sup> arriving unit (travel time)	Effective Response Force (travel time)
Metro/Urban zones	4 minutes at 90%	8 minutes at 90%
Suburban/Rural zones	5 minutes at 90%	10 minutes at 90%

In 2016, the department adopted NFPA 1710 as the guiding standard for response time quality to the whole community. Previously only the zones populated at the urban standard received this quality benchmark. The other previous benchmarks allowed an additional minute in suburban and rural zones for the travel time of the first arriving unit, and two minutes travel time for the arrival of the effective response force.

The current model (9<sup>th</sup> Edition), no longer recommends a variance based on population density. The department adopted the only recognized standard for the whole community, NFPA 1710.

Baseline data will be segregated into planning zones to show performance quality but will be held against a single response benchmark.

Current Lee's Summit Fire Department benchmarks are aligned with (NFPA 1710) for the 9<sup>th</sup> Edition CFAI model.

Lee's Summit, Unity Village, City of Greenwood	1 <sup>st</sup> arriving unit (travel time)	Effective Response Force (travel time)
All Planning Zones	4 minutes at 90%	8 minutes at 90%

This new singular benchmark to the entire response area allows for more effective operational deployment planning based on ESRI GIS travel time studies. Other factors such



# LEE'S SUMMIT FIRE DEPARTMENT

as future build out and resiliency to organizational demand are also considered in the deployment study to meet the community's expectations.

## Community Expectations, Concerns, and other Feedback

In order to effectively plan the needs of the department, the expectations of its stakeholders should be considered. This includes the department's external stakeholders, specifically the community.

The department's strategic planning process was facilitated by the Technical Advisor Program (TAP) from the Center for Public Safety Excellence in 2013. The first component of this process involved a community meeting. In this meeting, forty-six community members gave their impression of the organization and documented their expectations, concerns, and other feedback.

These comments were included in the formulation of the staffing plan.

- Community Service Program Priorities

PROGRAMS	RANKING	SCORE
Emergency Medical Services	1	270
Rescue - Basic and Advanced	2	232
Fire Suppression	3	212
Fire Prevention	4	124
Hazardous Materials Mitigation	5	110
Domestic Preparedness Planning and Response	6	98
Public Fire/EMS Safety Education	7	84
Fire Investigation	8	74

# LEE'S SUMMIT FIRE DEPARTMENT

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**Community Expectations** (verbatim, in priority order). *Note: There are many other comments, these were identified applicable to this objective, see pages 9-11 of the strategic plan for all comments pertaining to expectations.*

- 1. To provide fast emergency service in times of crisis. Quick emergency response meeting industry best practices.
  - 2. Expertise in the field - both well-trained and physically proficient - knowledge and performance. Maintain a professional staff with training and competencies greater than the accepted mean levels.
  - 4. Up-to-date and above standard equipment / facilities. That the firefighters have the equipment they need to do the job.
  - 9. Professionally certified personnel in all positions. Professionally credentialed (or certified) fire chiefs, officers, supervisors, inspectors, paramedics, fire truck drivers, firefighters and dispatchers.
  - 10. Great leadership. Leadership within the department that creates a department that meets the needs of the community and personnel.
  - 11. To maintain the highest level of preparedness possible.
  - 14. To handle public funds in an honest and common sense manner. Spend our money as if it were its own.
  - 15. Minimize damage to property and injury to people.
  - 16. Specialization / expertise in areas that will most likely affect / happen in our community.
  - 23. Meet or exceed benchmark performance standards for a comparable sized department.
  - 25. No need to utilize other municipalities due to lack of...
  - 30. Provide feedback, both positive and negative in a profession, time-sensitive manner when their own expectations were not met, or when they were exceeded.
  - 36. Cover all areas of the community equally. Equal coverage in the city for emergencies.
- **Areas of Community Concern** (verbatim, in no particular order). *Note: See pages 12-14 of the strategic plan for all areas of concern comments.*
    - Do you always have to have fire trucks respond with the paramedics? Overkill.
    - Does the fire department have proper funding?
    - Concerned that the department does not have the proper levels of on-going training.
    - Do we have enough firemen for the growing city?
    - Concerned with the cost of the services.
    - Are there enough fire stations for our community?
    - Does the department have adequate resources for the equipment needed?
    - The city budget is not providing the equipment needed for fire and medical.
    - Fire stations at 3rd and Prior and at Raintree need replacing.
    - Ability to sustain high performance levels.
    - Response time to sections of the community.

# LEE'S SUMMIT FIRE DEPARTMENT

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- Keep within the budget.
  - Understaffed
  - Too much geography to cover in Lee's Summit, not enough equipment available.
  - Out of date and substandard fire stations.
  - Some areas of the community don't have the emergency response and coverage that is needed.
  - Is staffing adequate for the growing community?
  - They need updated satellite buildings that have the necessary equipment.
  - Do they sometimes send too many staff to an insignificant fire call?
  - Are they growing at an adequate pace to meet the needs of a growing community?
  - Do our people have the proper training and education?
  - Do we have the proper manpower to provide the proper service for our community?
  - I am concerned about a disaster happening and not being prepared. Do our LS services all work together?
  - How will community programs, new equipment and more staff be funded if needed?
  - As the community grows, how many calls are you able to effectively respond to?
  - Concerned that the budget does not allow for enough firemen.
  - More fire stations needed.
  - Concerned about response times
  - More fire staff.
- **Positive Comments** (verbatim, in no particular order). *Note: See pages 15-18 of the strategic plan for all comments.*
    - Like the yellow fire trucks.
    - Response time A+
    - Response times seem to be improved.
    - Excellent response times when I have called.
    - Good coverage in the community.
- **Other Comments** (verbatim, in no particular order) *Note: See all comments on page 19 of the strategic plan.*
    - City administration and council must address the needs of the department.
    - We have an amazing fire department. My expectation is that this community continues to support them and give them the tools they need to continue and expand on their great work.

# LEE'S SUMMIT FIRE DEPARTMENT

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## **Conclusion**

An organized staffing plan of this magnitude has never been developed in the history of the department. While requiring considerable commitment by the department, city, and community, this staffing plan provides a comprehensive review and strategy for organizational success. Adequate resources will allow the department to meet the expectations and demands of our growing and progressive community.

DRAFT

# LEE'S SUMMIT FIRE DEPARTMENT

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## Appendix A

### **FY18 Implementation Plan**

Following a strategic planning session with both Lee's Summit Fire Department Management and International Association of Firefighters (IAFF) Local 2195 Executive Board, a priority was identified for the initial expansion focus to be on administrative staff and communication positions. This was communicated through management channels to the city identifying a need to provide the structure to support the operational expansion requests coming in the near future.

Following the session, a command staff decision was made based on the expanding demand of the EMS program to create an additional position to oversee the program. Historically this has been under the purview of the Training Division. This position would be titled the Assistant Chief of Emergency Medical Services.

### **FY18 Personnel Requests:**

#### **Communications Specialist x4:**

This would expand the human resources in the fire department communications center to a minimum staffing of three per shift instead of two. This would possibly allow the personnel to perform priority dispatching for tiered resource deployment.

#### **Captain of Training x2:**

These positions would dedicate personnel to the training program that has been challenging to maintain. One would be dedicated to EMS training and the other to Fire, Rescue, and HazMat training.

#### **Administrative Assistant:**

This position would assist the Training and Prevention Divisions with administrative duties such as scheduling and data entry. They would also perform analysis of output and outcomes from the emergency medical services records management system. They would also manage all training records for certification, credentialing, or licensure requirements.

#### **Assistant Chief of EMS:**

This position would introduce an EMS (Emergency Medical Services) division within the department. EMS is the primary service delivery component to the citizens of Lee's Summit. As a standalone division, the Assistant Chief of EMS would be charged with oversight of all licensing aspects required through state and federal requirements for EMS delivery. This position would coordinate with the training division to maintain EMS licensures for all personnel. Department, local and regional program participation and direction is expected. Oversight of the departments EMS committee, development and

# LEE'S SUMMIT FIRE DEPARTMENT

management of a community paramedic program and cooperation with regional EMS groups and hospitals will be expected.

## **Captain of Prevention:**

This position would share the duties already assigned to the Captain in prevention and assist in reducing the workload on all positions in the division.

## **Captain of Support Services:**

This reclassification of the Fire Specialist position would communicate with operation division chiefs and captains for physical resource organization during maintenance activities and for stations resource management through the procurement process. Additionally, the captain would communicate with vendors and assist with the budgetary process.

## **Battalion Chief of Planning and Analysis:**

This position would assume the roles and responsibilities of the Lee's Summit Fire Department Accreditation Manager. They would manage the departments CRASOC, response performance and outcome data, annual compliance report to the CFAI, strategic plan, program appraisals, compliance with accreditation performance indicators, and represent the City and department in all Center for Public Safety Excellence activity. These responsibilities have been managed by a Captain from the Operations Division.

<b>Description</b>	<b>FY18 Impact</b>	<b>Recurring Impact</b>
Communication Specialist x4	\$ 205,709	\$ 205,109
Captain of Training x2	\$ 162,072	\$ 152,938
Administrative Assistant	\$ 49,512	\$ 48,455
Assistant Chief of EMS	\$ 109,638	\$ 104,829
Captain of Prevention	\$ 81,036	\$ 76,469
Battalion Chief of Planning and Analysis	\$ 101,354	\$ 96,697
<b>Reclassification</b>		
Captain of Support Services	\$ 3,789	\$ 3,789
<b>Total</b>	<b>\$ 713,110</b>	<b>\$ 688,286</b>



# Accreditation Report

# What We Will Cover

- 2017 Insurance Services Offices (ISO) report
- 2016 Commission on Fire Accreditation International (CFAI) Report
- CFAI Annual Compliance Report (ACR)
  - Transition to the updated CFAI model, 9<sup>th</sup> Edition
  - 2016 response times
- Build out update
- Staffing Plan





# ISO report

**Public Protection Classification  
(PPC™)  
Summary Report**

**Lees Summit FPSA**

**MISSOURI**

**Prepared by**

**Insurance Services Office, Inc.  
1000 Bishops Gate Blvd., Ste. 300  
P.O. Box 5404  
Mt. Laurel, New Jersey 08054-5404  
1-800-444-4554**

**Report Created February 2017**

**Effective June 1, 2017**

PPC is a registered trademark of Insurance Services Office, Inc.

- Evaluates structure fire suppression capabilities only.
  - Emergency Communications
  - Fire Department
  - Water Supply
  - Community Risk Reduction

# 2017 ISO Scores

FSRS Feature	Earned Credit	Credit Available
<b>Emergency Communications</b>		
414. Credit for Emergency Reporting	2.40	3
422. Credit for Telecommunicators	4.00	4
432. Credit for Dispatch Circuits	3.00	3
<b>440. Credit for Emergency Communications</b>	<b>9.40</b>	<b>10</b>
<b>Fire Department</b>		
513. Credit for Engine Companies	5.94	6
523. Credit for Reserve Pumpers	0.49	0.50
532. Credit for Pump Capacity	3.00	3
549. Credit for Ladder Service	0.86	4
553. Credit for Reserve Ladder and Service Trucks	0.17	0.50
561. Credit for Deployment Analysis	3.83	10
571. Credit for Company Personnel	9.56	15
581. Credit for Training	8.00	9
730. Credit for Operational Considerations	2.00	2
<b>590. Credit for Fire Department</b>	<b>33.85</b>	<b>50</b>
<b>Water Supply</b>		
616. Credit for Supply System	29.34	30
621. Credit for Hydrants	2.87	3
631. Credit for Inspection and Flow Testing	6.39	7
<b>640. Credit for Water Supply</b>	<b>38.60</b>	<b>40</b>
<b>Divergence</b>		
1050. Community Risk Reduction	-5.76	--
<b>Total Credit</b>	<b>80.54</b>	<b>105.50</b>

- Strengths via ISO
  - Communications (9.4/10)
    - 94% credit
  - Water Supply (38.60/40)
    - 97% credit
  - Risk Reduction (4.45/5.5)
    - 81% credit
- Challenges
  - Fire Department (33.85/50)
    - 68% credit
  - Divergence (-5.76)

# ISO Divergence

- What is divergence?
  - From ISO:
    - “Divergence: Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment, personnel, or operational considerations to use the water. If the relative scores for fire department and water supply are different, ISO adjusts the total score downward to reflect the limiting effect of the less adequate item on the better one.”



# 2016 CFAI Report



## Accreditation Report

Lee's Summit Fire Department  
207 South East Douglas Street  
Lee's Summit, Missouri 64063  
United States of America

This report was prepared on July 6, 2016  
by the  
Commission on Fire Accreditation International  
for the  
Lee's Summit Fire Department

This report represents the findings  
of the peer assessment team that visited the  
Lee's Summit Fire Department  
on May 16-20, 2016

Peer Assessment Team  
James E. White, Team Leader  
Carol Brown, Peer Assessor  
Michael Hanuscin, Peer Assessor  
Kehrin Thomas, Peer Assessor

- Community Driven Strategic Plan
- Standards of Cover (SOC)
- Self-Assessment Manual (SAM)
- Site-visit
- Commission Hearing
- 26 Recommendations

# CFAI Recommendations

- 26 Recommendations associated with CFAI competencies spanning accreditation categories and criterion.
  - Governance
  - Assessment and Planning
  - Fire Prevention
  - Public Education
  - Emergency Medical Services
  - Domestic Preparedness
  - Physical Resources
  - Human Resources
  - Training and Competency
  - Communications Systems
  - Water Supply
  - Administrative Support Services / Office Systems



# CFAI Annual Compliance Report

- Verification of the departments efforts towards continuous improvement to the CFAI.
  - Strategic recommendation documentation with exhibits to validate efforts of improvement.
  - Response times by risk category and classification from the previous year (2016).
  - Annual program appraisal documentation
  - Documentation of efforts of transitioning towards the new CFAI model.
    - Response quality by planning zone vs. population density.
    - Annual communication with the AHJ.



# ACR transition to the 9<sup>th</sup> Edition

- Compliance of meeting the following two performance indicators:
  - **CFAI 2D.8** On at least an annual basis, the agency formally notifies the authority having jurisdiction (AHJ) of any gaps in the operational capabilities and capacity of its current delivery system to mitigate the identified risks within its service area, as identified in its standards of cover.
  - **CFAI 2D.9** On at least an annual basis, the agency formally notifies the AHJ of any gaps between current capabilities, capacity, and the level of service approved by the AHJ.



# CFAI 2D.8 Operational Capability

- LSFD Capability
  - Fire Suppression
    - All community fire risk suppression capability, relative to resource availability and response time quality.
  - Emergency Medical Services (EMS)
    - First arriving unit (fire apparatus) capable of providing basic life support with the effective response force capable of advanced life support (single paramedic).
      - Exception of Pumper 3 and Pumper 6 (advanced life support).





# Capability cont.

- LSFDF Capability cont.
  - Hazardous Materials
    - The department responds to all hazardous materials incidents. Operational objectives are relative to the amount of material and type.
      - LSFDF's Hazardous Materials Team is not associated with minimum daily staffing.
  - Technical Rescue
    - Capability is relative to the type of rescue.
      - Motor vehicle collisions (MVC) extrication, surface water, and Ice rescue.
    - The department responds to all rescue types but may rely on mutual aid to perform the rescue.
      - High/Low-angle rope, swift-water, underwater, trench, building collapse, and confined space.



# Effective Response Force (ERF)

## What's an ERF?

- An ERF is all of the necessary resources, both human and physical, to mitigate critical tasks associated with the emergency incident.
- The total response time (TRT) of the ERF ends when the last resource needed arrives on-scene.
  - If the inclusion response criteria is not met, the response data for concentration (ERF) is not included in the data tables. Other components of the TRT may be retained.

## Critical Tasks High-Risk Fire “Structure Fire”

Critical Task	Number of Personnel
Command	1
Safety Officer	1
Pump Operations / Water Supply	1
Fire Attack	2
Back Up Attack Line	2
Search and Rescue	2
Ventilation	2
Medical / Rehab	2
Rapid Intervention Crew (RIC)	3
Aerial Operations / Utility / Exposures	2
	Number of Units Deployed
Pumpers	3
Ladder Truck (Quint)	1
ALS Rescue Ambulances	2
Chief Officers	2
<b>Total Firefighters</b>	<b>18</b>

# 2D.8 Operational Capacity

- LSFD protects approximately 70 square miles and 100,000 residents (including Unity and Greenwood by contract) from seven fire stations.
  - Minimum daily staffing is 33 operational personnel.
    - 2 Ladder trucks, 5 Pumpers, 5 Ambulances, and 2 Operations Chiefs
    - A recall for personnel occurs when resources drop to 1 pumper or 0 ambulances.



# Capacity cont.

- If all units are available, what is the department's effective response force (ERF) capacity?
  - Independently by program
    - Fire
      - 1 structure fire (18 firefighters and officers)
        - » A second fire would still have resources, but not an ERF.
    - EMS
      - 5 medical calls (25 firefighters/medics)
        - » 2 cardiac arrests (10 firefighters/ and 2 chiefs)
        - » Additional arrests would have resources but not an ERF.



# Capacity cont.

- By program continued.
  - Technical Rescue / Vehicle accidents
    - 2 injury accidents (18 firefighters and 2 chiefs)
    - Additional injury accidents would have resources, but not an ERF.
  - Hazardous Materials
    - 2 gas line breaks (18 firefighters and 2 chiefs)
    - Additional gas line breaks would have resources, but not an ERF.



# Managing Operational Drawdown

## Resource Drawdown

- As operational resources are committed to incidents, fewer resources remain available to deploy to new emergencies.
  - Structure Fire at 12:00 (noon)
    - 3 Pumpers, 1 Truck, 2 Ambulances, and 2 Chiefs
  - Injury Car Accident at 12:15
    - 2 Pumpers/Truck, 2 Ambulances, and 1 Chief
  - Medical Call at 12:25
    - 1 Pumper/Truck and 1 Ambulance

## Resource Management Strategies

- Once operational resources drop to 1 pumper or no ambulances, three strategies are actioned to reinforce community coverage.
  - Multi-incident recall
    - Recalls off-duty to staff reserves
  - Mutual-Aid is requested from neighboring agencies for coverage
  - Previous committed resources once released are assigned to new incidents.

# 2016 Resource Management Activity

- Multi-Major Incident recalls: **38**
  - When resources dropped to 1 pumper or less.
- Ambulance Recalls: **57**
  - When resources dropped to 0 ambulances.
- Chief Recalls: **23**
  - When both duty chiefs were committed to incidents.
  - During the 40-hour week, staff chiefs assist with coverage.



# Station Resource Availability

- Station availability to respond to incidents within their response districts.
- Increasing demand on operational units impacts their resiliency to provide reliable response quality within their 1<sup>st</sup> due response areas.

	Station 1	Station 2	Station 3	Station 4	Station 5	Station 6	Station 7	Total Incidents
2012	91%	91%	92%	94%	97%	95%	97%	9027
2013	92%	95%	91%	95%	97%	95%	97%	8917
2014	92%	94%	91%	95%	96%	96%	97%	9073
2015	86%	90%	87%	90%	91%	91%	88%	10000
2016	88%	92%	89%	95%	92%	92%	89%	9781

- The target goal or benchmark is at least 90% availability from all stations.
- 2017 operational call demand is up 9% from 2016 through May.





# Response Benchmarks (The bull's-eye)

Total Response Time (TRT) Benchmarks @ the 90 <sup>th</sup> percentile		
	EMS	Fire, Rescue and Haz-Mat**
Call Handling	60 seconds	60 seconds
Turnout	60 seconds	80 seconds
Travel Time (1 <sup>st</sup> Unit) (Distribution)	4 minutes	4 minutes
ERF Travel Time (Concentration) *Includes 1 <sup>st</sup> arriving unit	8 minutes	8 minutes
Total Response Time (TRT)	10 minutes	10 minutes 20 seconds



# 2016 Response Times at the 90<sup>th</sup> percentile

Fire						
Risk Level		Benchmark	Low	Moderate	High	Maximum*
Alarm Handling Turnout Time	Pick-up to Dispatch	<i>01:00</i>	n = 397 01:28	n = 79 01:38	n = 121 01:42	n = 3 01:13
	Turnout Time 1st Unit	<i>01:20</i>	n = 395 02:19	n = 78 01:51	n = 121 02:02	n = 3 01:53
Travel Time	Travel Time 1st Unit Distribution	<i>04:00</i>	n = 372 06:21	n = 52 05:18	n = 80 05:06	n = 2 05:56
	Travel Time ERF Concentration	<i>Low 04:00 Others 08:00</i>	n = 372 06:21	n = 28 13:57	n = 30 14:56	n = 0
Total Response Time	Total Response Time 1st Unit Distribution	<i>06:20</i>	n = 373 08:56	n = 52 08:37	n = 80 08:15	n = 2 08:58
	Total Response Time ERF Concentration	<i>Low 06:20 Others 10:20</i>	n = 373 08:56	n = 28 17:00	n = 29 22:38	n = 0

\*Maximum Fire events did not qualify for concentration numbers, due to Squad 1 not being deployed.



# 2016 Response Times at the 90<sup>th</sup> percentile

EMS						
Risk Level		Benchmark	Low	Moderate	High	Maximum
Alarm Handling Turnout Time	Pick-up to Dispatch	<i>01:00</i>	n = 5418 00:58	n = 142 01:02	n = 0	n = 0
	Turnout Time 1st Unit	<i>01:00</i>	n = 5415 02:06	n = 142 01:55	n = 0	n = 0
Travel Time	Travel Time 1st Unit Distribution	<i>04:00</i>	n = 5375 05:36	n = 123 04:56	n = 0	n = 0
	Travel Time ERF Concentration	<i>08:00</i>	n = 4538 08:28	n = 78 10:44	n = 0	n = 0
Total Response Time	Total Response Time 1st Unit Distribution	<i>06:00</i>	n = 5388 07:50	n = 123 07:26	n = 0	n = 0
	Total Response Time ERF Concentration	<i>10:00</i>	n = 4543 10:57	n = 79 15:23	n = 0	n = 0



# 2016 Response Times at the 90<sup>th</sup> percentile

Rescue						
Risk Level		Benchmark	Low	Moderate	High	Maximum
Alarm Handling Turnout Time	Pick-up to Dispatch	<i>01:00</i>	n = 297 01:43	n = 258 01:55	n = 5 01:40	n = 0
	Turnout Time 1st Unit	<i>01:20</i>	n = 296 02:07	n = 257 01:58	n = 5 00:57	n = 0
Travel Time	Travel Time 1st Unit Distribution	<i>04:00</i>	n = 221 06:07	n = 119 06:02	n = 2 03:38	n = 0
	Travel Time ERF Concentration	<i>08:00</i>	n = 191 08:10	n = 56 15:02	n = 1 07:10	n = 0
Total Response Time	Total Response Time 1st Unit Distribution	<i>06:20</i>	n = 222 09:09	n = 119 09:11	n = 2 05:57	n = 0
	Total Response Time ERF Concentration	<i>10:20</i>	n = 193 11:13	n = 56 18:47	n = 1 10:40	n = 0



# 2016 Response Times at the 90<sup>th</sup> percentile

Hazardous Conditions						
Risk Level		Benchmark	Low	Moderate	High	Maximum
Alarm Handling	Pick-up to Dispatch	<i>01:00</i>	n = 12 01:50	n = 108 01:10	n = 2 02:29	n = 0
	Turnout Time	Turnout Time 1st Unit	n = 12 01:54	n = 108 02:04	n = 2 01:40	n = 0
Travel Time	Travel Time 1st Unit Distribution	<i>04:00</i>	n = 11 05:51	n = 72 05:26	n = 1 03:50	n = 0
	Travel Time ERF Concentration	<i>Low</i> <i>04:00</i> <i>Others</i> <i>08:00</i>	n = 11 05:51	n = 39 10:13	n = 0	n = 0
Total Response Time	Total Response Time 1st Unit Distribution	<i>06:20</i>	n = 11 07:21	n = 72 07:51	n = 1 07:23	n = 0
	Total Response Time ERF Concentration	<i>Low</i> <i>06:20</i> <i>Others</i> <i>10:20</i>	n = 11 07:21	n = 39 12:39	n = 0	n = 0

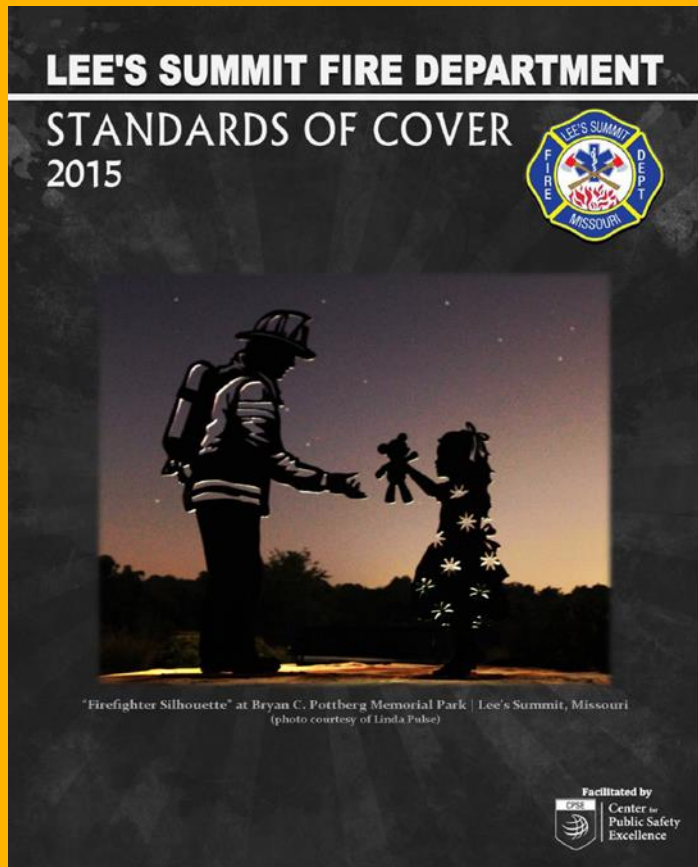


# Build Out

- City-wide effort
  - Public Works
  - Planning
  - Development Services
  - Information Technology Services



# 2015 CRASOC and Build Out



- Study of the capabilities and limitations of resources relative to hazards and risks in the community.
  - Reflected data from 2012-2014
  - CRASOC Recommendations
    - Immediate (within 12 months)
    - Near-term (2-5 years)
    - Far-term (5-10 years)
  - Based on the previous accreditation model (8<sup>th</sup> Edition)
    - Population density zones vs. Planning zones (9<sup>th</sup> Edition).

# Current Stations

- Several fire stations are aging and need planning for renovation or replacement. ADA and gender needs.

LSFD Facility	Year Constructed	Age in years
Station 1 (HQ) Y	1976	41
Station 2	2011	6
Station 3 XYZ	1971	46
Station 4 YZ	1977	40
Station 5 YZ	1980	37
Station 6	1998	19
Station 7	2007	10

- X Indicates a replacement plan exists
- Y Indicates non ADA compliance
- Z Indicates gender needs





# Build Out and Current Coverage

- The department is not built to meet benchmarks identified by the community (external stakeholders) through the community meeting in 2013 for strategic planning.
  - Expectation 1: “To provide fast emergency service in times of crisis. Quick emergency response meeting industry best practices.”

Total calls in 2016				9783
Approximate number in delayed areas				1466
Approximate percentage in areas of coverage				85.01%
Approximate percentage in delayed coverage				14.99%

- TransCAD coverage map for residential population.
- TransCAD coverage map for approved development.



# Build Out and Resiliency

- Increasing demand on operational units is impacting their resiliency to provide reliable response quality within their 1<sup>st</sup> due response areas. \*90% Benchmark\*

	Station 1	Station 2	Station 3	Station 4	Station 5	Station 6	Station 7	Total Incidents
2012	91%	91%	92%	94%	97%	95%	97%	9027
2013	92%	95%	91%	95%	97%	95%	97%	8917
2014	92%	94%	91%	95%	96%	96%	97%	9073
2015	86%	90%	87%	90%	91%	91%	88%	10000
2016	88%	92%	89%	95%	92%	92%	89%	9781

- 2017 operational call demand is up 9% from 2016 through April.



# Resiliency cont.

- TransCAD residential map reflecting drawdown. (ELMO)
- TransCAD development reflecting drawdown. (ELMO)



# 2015 CRASOC Recommendations

- Immediate (within 12 months) from 2015
  - Two items remain on the list:
    - Automatic Vehicle Location (AVL)
    - Build Administration, Training, Support Services, Prevention, Communications, and Operations Divisions to support the growth of the city.
- Near-term (within 2-5 years) from 2015
  - Several items in planning or process:
    - Multiple company resources at stations 1 and 3 to address reliability challenges.
    - Paramedic expansion to fire apparatus associated with minimum staffing.



# 2015 CRASOC cont.

- Far-term (5-10 years) from 2015.
  - Items on the list
    - Station addition in the northern area of the city.
    - Station addition in the area of Bailey and 291 Hwy.
    - Possible station addition in the area of New Longview and Paragon Star.
    - Operational staffing consistent with industry standards. Compliance with the *National Fire Protection Association (NFPA) 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*
      - Supported by the National Institute for Standards and Technology (NIST) Field Experiments Study



# Staffing Plan

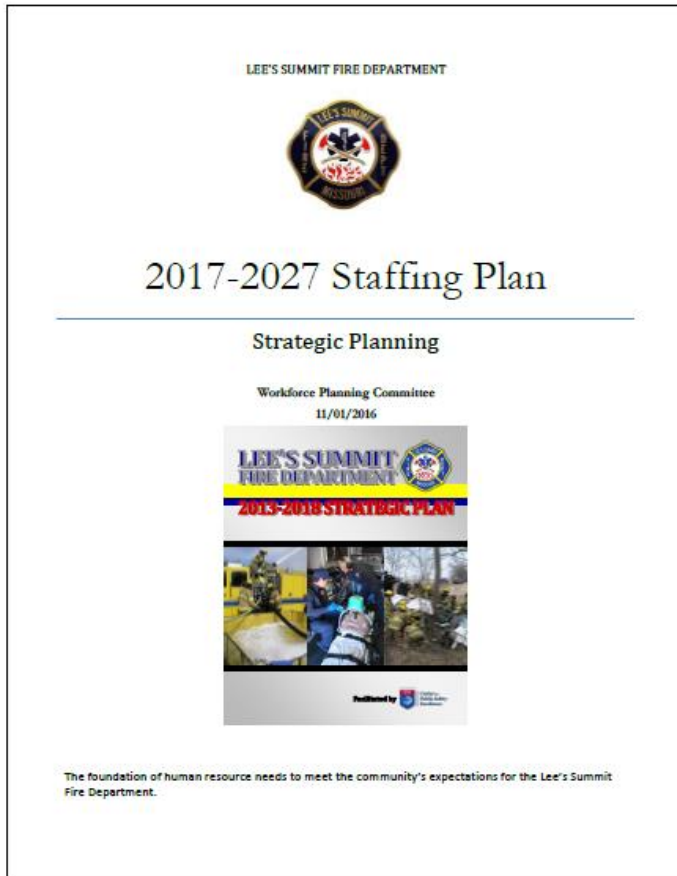
- Developed by the Lee's Summit Fire Department's Workforce Planning Committee to meet the Strategic Initiative 3B.

Objective 3B	Establish and effective staffing plan to provide for long term delivery of service.
Timeframe	In progress
Critical Tasks	<ul style="list-style-type: none"><li>• Conduct and analyze a task analysis of services delivered.</li><li>• Develop an effective response force plan.</li><li>• Identify current and future staffing needs based on service delivery to a changing population and demographics.</li><li>• Create a report of findings, including budget considerations, implementation process and any needed training program(s) to department administrations for consideration.</li></ul>

- Organizational planning objectives reflected findings from the Community Driven Strategic Plan, CRASOC, and critical task needs by department division
- The draft document was published in November 2016



# Staffing Plan



- Appendix A: FY18 budget requests are reflected in the City Managers Budget Message.
  - 10 Expansions
    - Communications Specialist x4
    - Captains of Training x2
    - Administrative Assistant
    - Assistant Chief of EMS
    - Captain of Prevention
    - Battalion Chief of Planning and Analysis
  - 1 Reclassification
    - Captain in Support Services

# Next Steps

- Continue to evaluate response quality in all planning zones in accordance with the CFAI
- Investigate opportunities for rapid-response teams to deploy for lower risk incidents and increase organizational resiliency.
- Perform a station location study using build out data from the City's Master Plan.
  - Evaluate the location of existing stations and identify locations for additional stations.
- Publish a Fire Master Plan for station location and build-out while infusing the City's master plan.





# Questions?

