



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

Monday, September 9, 2019

6:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comments
5. Business

A. [2019-2998](#) Approval of the Action Letter from August 12, 2019.

B. [TMP-1326](#) An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport. (BOAC 8-12-19)

Presenter: Joel Arrington, Assistant Airport Manager

C. [TMP-1345](#) An Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Presenter: Rick Gentry, Procurement and Contract Services Manager
Mark Stinson, Fleet Manager

D. [TMP-1346](#) An Ordinance approving the use of a Cooperative Contract between The Interlocal Purchasing System (TIPS) and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Presenter: Rick Gentry, Procurement and Contract Services Manager
Ron Johnson, Central Building Services

E. [TMP-1353](#) An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit.

Presenter: Chris Clubine, Management Analyst

- F. [TMP-1356](#) An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

Presenter: Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources - Lee's Summit Parks and Recreation

- G. [2019-3018](#) Presentation on Priority Based Budgeting: Update and Next Steps

Presenter: Chris Clubine, Management Analyst

- H. [2019-3027](#) Discussion of Special Event Charges

6. Roundtable

7. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: 2019-2998, **Version:** 1

Approval of the Action Letter from August 12, 2019.

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

Monday, August 12, 2019

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. Call to Order

Chairman Johnson called the August 12, 2019 Finance and Budget Committee meeting to order at 5:07 p.m.

2. Roll Call

Councilmember Carlyle arrived at 5:38 p.m.

Present: 4 - Chairperson Bob Johnson
Vice Chair Beto Lopez
Councilmember Diane Forte
Councilmember Trish Carlyle

3. Approval of Agenda

ACTION: A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, to approve the agenda as published. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 1 - Councilmember Carlyle

4. Approval of Action Letter

A. [2019-2917](#) Approval of the Action Letter from July 9, 2019.

A motion was made by Vice Chair Lopez, seconded by Councilmember Forte, to approve the July 9, 2019 Action Letter. The motion carried by the following vote:

Aye: 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte

Absent: 1 - Councilmember Carlyle

5. Public Comments

There were no speakers for Public Comments.

Finance and Budget Committee

Action Letter

August 12, 2019

6. Business

- A. [BILL NO. 19-186](#) An Ordinance authorizing the Mayor to enter into an intergovernmental agreement with Cass County, Missouri to provide property tax billing and collection services for City of Lee's Summit residents living in the Cass County. (F&BC 8-12-19)
- A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, to recommend this Ordinance for approval to the City Council. The motion carried by the following vote:**
- Aye:** 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte
- Absent:** 1 - Councilmember Carlyle
- B. [BILL NO. 19-187](#) An Ordinance approving the Award of ITN 2019-075 for the Multi-Function Devices, Service and Solutions to Toshiba Financial Services not to exceed \$70,000.00 annually and Authorizing the City Manager to execute the same by and on behalf of the City. (F&BC 8-12-19)
- A motion was made by Vice Chair Lopez, seconded by Councilmember Forte, to recommend this Ordinance for approval to the City Council. The motion carried by the following vote:**
- Aye:** 3 - Chairperson Johnson
Councilmember Forte
Vice Chair Lopez
- Absent:** 1 - Councilmember Carlyle
- C. [BILL NO. 19-188](#) An Ordinance approving the use of a Cooperative Contract between Sourcewell and John Deere Construction Sales to purchase heavy equipment and accessories and authorizing the City Manager to execute the same by and on behalf of the City. (F&BC 8-12-19)
- A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, to recommend this Ordinance for approval to the City Council. The motion carried by the following vote:**
- Aye:** 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte
- Absent:** 1 - Councilmember Carlyle
- D. [BILL NO. 19-189](#) An Ordinance approving Amendment No. 3 to the Budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by Amending the Authorized Allocation of Full Time Equivalents for Certain Positions within the Development Services Department. (F&BC 8-12-19)
- A motion was made by Vice Chair Lopez, seconded by Councilmember Forte, to recommend this Ordinance for approval to the City Council. The motion carried by the following vote:**
- Aye:** 3 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte
- Absent:** 1 - Councilmember Carlyle

Finance and Budget Committee

Action Letter

August 12, 2019

- E. [BILL NO. 19-184](#) An Ordinance approving the Calendar Year 2020 Employee Benefit Programs; approving agreements for services by and between the City Of Lee's Summit, Missouri and Cigna Health and Life Insurance Company, Metropolitan Life Insurance Company, and New Directions Behavioral Health, L.L.C., and authorizing the City Manager to execute agreements and other documents necessary to administer employee benefits for Calendar Year 2020 by and on behalf of the City. (F&BC 8-12-19)

A motion was made by Councilmember Forte, seconded by Vice Chair Lopez, to recommend this Ordinance for approval to the City Council. The motion carried by the following vote:

Aye: 4 - Chairperson Johnson
Vice Chair Lopez
Councilmember Forte
Councilmember Carlyle

- F. [2019-2955](#) Investment Portfolio Report for the quarter ended June 30, 2019

This Presentation was received and filed.

- H. [2019-2963](#) Presentation of the FY19 June General Fund Financial Dashboards.

This Presentation was received and filed.

- G. [2019-2795](#) Funding for current and future operational needs

This Discussion Item was received and filed.

7. Roundtable

Councilmember Carlyle reminded everyone it is difficult for her to attend meetings at 5:00 pm.

Staff Roundtable

Ms. Bette Wordelman, Director of Finance, advised there will be a need for a Public Hearing in September to set the Tax Levy. At this time, the Jackson County Clerk anticipates honoring their traditional timeline of having file numbers the first week of September, while the Board of Equalization probably won't be finalized until November. If the county doesn't meet that timeline, there could be a need for a Special Session of City Council. The Levy will need to be certified to the State Auditors office and they will need to certify to Jackson County no later than 5:00 p.m. September 30. Turn around could be anywhere from two days to one week.

Chairman Johnson announced the next Finance and Budget Committee meeting is scheduled for September 9, 2019.

8. Adjournment

There being no further business, Chairman Johnson adjourned the August 12, 2019 Finance and Budget Committee meeting at 6:45 p.m.

Finance and Budget Committee

Action Letter

August 12, 2019

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: TMP-1326, **Version:** 1

An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport.
(BOAC 8-12-19)

Key Issues:

- The Airport operates as an enterprise fund generating revenue through hangar rental, fuel sales, ground leases, and charges for services.
- Fuel pricing and discounts are a consideration by customers when choosing to use, or base an aircraft at one airport or another.
- For FY20, the markup on all fuel increased
- Providing a low cost fueling option using fuel discounts helps to attract and retain based and transient customers.
- Offering attractive discounts often result in high fuel sale volumes

Proposed Committee Motion:

I move to recommend to the City Council approval of An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport

Background:

The Airport operates as an enterprise fund and generates revenue through hangar rental, fuel sales and ground leases. Annually, the Airport reviews the fuel markup rates, fees for services, and discounts to ensure that the Airport is generating enough revenue to cover operational cost.

The current fuel discounts structure was adopted in January 2018, in preparation for the completion of the runway 18/36. The current fuel discounts were based on the current markup of \$2.00/gallon, the buying patterns of the based and transient customers, and prices at the surrounding Airports operating at least a 5,500 ft. long runway. Since then, Jet-A sales have increased from 58,713 gallons in FY17 to 101,318 gallons for FY19. The number of based customers who use Jet-A has increased from 2 to 10. This increase is partly the result of competitive fuel pricing in conjunction with other services and facilities the Airport provides.

On July 1, 2019, the mark-up on all fuels increased to cover higher operating expenses. The markup on Avgas 100LL increased from \$1.00/gallon to \$1.45/gallon and Jet-A increased from \$2.00/gallon to \$2.65/gallon. In order to remain competitive in the local market and continue to attract customers to the Airport, staff recommends implementing the attached schedule of discounts. See "Exhibit "A" for the table of proposed

discounts on fuel sales at the Lee's Summit Municipal Airport.

Joel Arrington, Assistant Airport Manager

Recommendation: Staff recommends approval of An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport

Board Recommendation:

The Board of Aeronautical Commissioners voted unanimously 7-0 to recommend to City Council approval of An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport

BILL NO. 19-

AN ORDINANCE APPROVING A NEW SCHEDULE OF DISCOUNTS FOR FUEL SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT.

WHEREAS, City Council has previously approved the Lee's Summit Airport ("Airport") fuel discount sales prices by passage of Ordinance No. 8328 and most recently approved new fuel sale prices on March 19, 2019, by passage of Ordinance No. 8592 to take effect July 1, 2019; and,

WHEREAS, the Airport sells fuel to users of the facilities and has in the past permitted a discount for certain volumes of purchases; and,

WHEREAS, to stay competitive in the regional market on fuel sales it is advisable to allow the staff to periodically adjust the discount amounts within a range approved by the City Council; and

WHEREAS, it is appropriate to offer discounts to customers when the City has in place an agreement to do so for consideration received by the City such as customers who seek preferred pricing at an airport; and

WHEREAS, the City Council finds that the proposed schedule of fuel discounts to permit adjustment within a range based on market conditions and any agreements the City has in effect is appropriate and necessary to provide sufficient revenue for fuel operations at the Airport.

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

SECTION 1. That the schedule of fuel discounts for customers entitled to a discount, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth, including the range of discount changes that may be made based upon market conditions or as they change and agreements provided the City Council has approved the agreement, be and hereby is approved.

SECTION 2. That the City Manager and Airport Manager shall implement said fuel discounts in the amounts and within the ranges as approved by the Council.

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 any Exhibit of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

BILL NO. 19-

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____ 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____ 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Nancy K. Yendes
Chief Counsel Infrastructure and Planning

*Avgas	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
Customer Types				
Full Service Based	\$ 3.73	\$ 1.00	\$ 0.19	\$ 4.54
Self Service Based	\$ 3.73	\$ 1.00	\$ 0.41	\$ 4.32
Full Service Transient	\$ 3.73	\$ 1.00	-	\$ 4.73
Self Service Transient	\$ 3.73	\$ 1.00	\$ 0.18	\$ 4.55

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 3.73	\$ 1.45	\$ 0.25	\$ 4.93	9%
\$ 3.73	\$ 1.45	\$ 0.50	\$ 4.68	8.3%
\$ 3.73	\$ 1.45	-	\$ 5.18	9.5%
\$ 3.73	\$ 1.45	\$ 0.35	\$ 4.83	6.2%

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

*Mogas	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
Customer Types				
Full Service Based	\$ 3.02	\$ 0.85	\$ 0.19	\$ 3.68
Self Service Based	\$ 3.02	\$ 0.85	\$ 0.41	\$ 3.46
Full Service Transient	\$ 3.02	\$ 0.85	-	\$ 3.87
Self Service Transient	\$ 3.02	\$ 0.85	\$ 0.18	\$ 3.69

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 3.02	\$ 1.45	\$ 0.25	\$ 4.22	15%
\$ 3.02	\$ 1.45	\$ 0.50	\$ 3.97	14.7%
\$ 3.02	\$ 1.45	-	\$ 4.47	15.5%
\$ 3.02	\$ 1.45	\$ 0.35	\$ 4.12	11.7%

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

**Jet-A (gal)	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
Based				
1 - 1,999	\$ 2.66	\$ 2.00	\$ 0.50	\$ 4.16
2,000 - 3,999	\$ 2.66	\$ 2.00	\$ 0.50	\$ 4.16
4,000 +	\$ 2.66	\$ 2.00	\$ 0.50	\$ 4.16

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 2.66	\$ 2.65	\$ 1.40	\$ 3.91	-6%
\$ 2.66	\$ 2.65	\$ 1.35	\$ 3.96	-4.8%
\$ 2.66	\$ 2.65	\$ 1.30	\$ 4.01	-3.6%

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

**Jet-A (gal)	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
Transient Contract				
1 - 299	\$ 2.66	\$ 2.00	\$ 0.15	\$ 4.51
300 - 499	\$ 2.66	\$ 2.00	\$ 0.25	\$ 4.41
500 - 999	\$ 2.66	\$ 2.00	\$ 0.35	\$ 4.31
1,000 +	\$ 2.66	\$ 2.00	\$ 0.45	\$ 4.21

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 2.66	\$ 2.65	\$ 0.05	\$ 5.26	17%
\$ 2.66	\$ 2.65	\$ 0.20	\$ 5.11	15.9%
\$ 2.66	\$ 2.65	\$ 0.50	\$ 4.81	11.6%
\$ 2.66	\$ 2.65	\$ 0.90	\$ 4.41	4.8%

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

**Jet-A (gal)	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
Transient Non Contract				
1 - 299	\$ 2.66	\$ 2.00	\$ -	\$ 4.66
300 - 499	\$ 2.66	\$ 2.00	\$ 0.10	\$ 4.56
500 - 999	\$ 2.66	\$ 2.00	\$ 0.20	\$ 4.46
1,000 +	\$ 2.66	\$ 2.00	\$ 0.30	\$ 4.36

Purchase Price	Markup	Proposed Discount	Effective Price	Percent Change
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon	Per gallon	
\$ 2.66	\$ 2.65	\$ -	\$ 5.31	14%
\$ 2.66	\$ 2.65	\$ 0.15	\$ 5.16	13.2%
\$ 2.66	\$ 2.65	\$ 0.45	\$ 4.86	9.0%
\$ 2.66	\$ 2.65	\$ 0.85	\$ 4.46	2.3%

The purchase price shown is only accurate at the time this report was created. Fuel prices change weekly.

***Separate Agreements on fuel discounts approved by City Council	Purchase Price	Markup	Current Established Discount	Effective Price
	The week of July 29, 2019	Per gallon prior to July 2019	Per gallon	Per gallon
Transient Non Contract				
1-500	\$ 2.66	\$ 2.00	\$ -	\$ 4.66
501-1,000	\$ 2.66	\$ 2.00	\$ -	\$ 4.66
1,001-1,500	\$ 2.66	\$ 2.00	\$ -	\$ 4.66
1,000 +	\$ 2.66	\$ 2.00	\$ -	\$ 4.66

Purchase Price	Markup	Proposed Discount
The week of July 29, 2019	Per gallon effective July 1, 2019	Per gallon
\$ 2.66	\$ 2.65	Per Agreement
\$ 2.66	\$ 2.65	Per Agreement
\$ 2.66	\$ 2.65	Per Agreement
\$ 2.66	\$ 2.65	Per Agreement

*Staff is authorized to adjust these discounts, as needed based on the local market by increasing or decreasing up to \$0.25/gallon.

** Staff is authorized to adjust these discounts, as needed based on the local market by increasing or decreasing up to \$0.50/gallon.

***Staff is authorized to adjust these discounts in accordance with an agreement that has been approved by City Council.

Packet Information

File #: TMP-1345, **Version:** 1

An Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Issue/Request:

An Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Background:

This is a new contract for the City as it has been several years since there has been a need to purchase a new tractor with attachments. The City purchases utility tractors, mowers, and equipment to perform work on and around City property.

Key Issues:

- The Fleet Department purchases utility tractors, mowers, and equipment for use in various City departments. The initial purchase is for a new tractor and equipment for the Airport.
- The initial purchase on this contract will be a Kubota tractor with equipment for \$129,100.29.
- The purchase is funded through VERP

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Impact/Analysis:

Rick Gentry, Procurement and Contract Services Manager
Mark Stinson, Fleet Manager

Staff recommends approval of an Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

BILL NO. 19-

AN ORDINANCE APPROVING THE USE OF COOPERATIVE CONTRACT BEWEEN SOURCEWELL AND KUBOTA TRACTOR CORPORATION TO PURCHASE TRACTORS, MOWERS, AND EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit (the "City") has several pieces of tractor and mower equipment that need to be replaced; and,

WHEREAS, Section 5.4 of the Procurement Policy allows the City to make purchases from contracts that were originally procured by another entity but have extended the pricing and terms of such contract to other entities such as the City; and,

WHEREAS, the City is able to purchase the needed tractors, mowers, and equipment and pursuant to a contract between Sourcewell and Kubota Tractor Corporation ("Cooperative Contract 2020-019"); and,

WHEREAS, Section 5.4 of the Procurement Policy requires that cooperative contracts that have an estimated annual spend of \$50,000.00 or more be approved by City Council before they are used; and,

WHEREAS, the City anticipates spending over \$50,000.00 annually through this on the purchase of Kubota tractors, mowers, and equipment..

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby approves the City's use of the Sourcewell contract with Kubota Tractor Corporation, Contract #062117-KBA (referred to as "Cooperative Agreement"), a copy of which is on file with the Procurement Division of the Finance Department and incorporated herein by reference, and authorizes the City Manager to execute an agreement by and between the City and Kubota Tractor Corporation, pursuant to the Cooperative Agreement, to purchase the utility tractors, mowers, and equipment, on an as-needed basis, listed in the Cooperative Agreement.

SECTION 2. 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. 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 _____, 2019.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-

APPROVED by the Mayor of said city this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Daniel R. White



LEE'S SUMMIT MISSOURI

NOTICE OF PARTICIPATION-COOPERATIVE CONTRACT

September 3, 2019

Kubota Tractor Corporation
Attn: Jon Cheek
1000 Kubota Drive
Grapevine, TX 76051

Re: City of Lee's Summit Participation in Cooperative/Contract for Utility Tractors, Mowers & Equipment –LS #2020-019
Originating Entity-Sourcewell (Formerly NJPA)
Contract Number: 062117-KBA

Dear Mr. Cheek:

You are hereby notified that the City of Lee's Summit, Missouri may be a participant in the above referenced Contract/Agreement. All terms, conditions and pricing of the Contract/Agreement will apply to purchases and/or utilization of said Contract/Agreement by the City of Lee's Summit, Missouri.

Your organization shall return the following document(s) within (7) seven days after receipt of this Notice of Participation via email to Mrs. Des Collins at desiree.collins@cityofls.net:

- ◆ Sign and return Notice of Participation
- ◆ Certificate of Insurance (Naming City of LS as additionally insured for General Liability)

This procedure does not imply an exclusive contract, nor does it preclude the city from bidding or purchasing items from other sources. The Contract renewal pricing is effective August 18, 2017 to August 18, 2021.

The Departments will contact you directly to place orders. Please be advised that all orders or work regarding this Contract will require a **Purchase Order** and all invoices provided to the City for payment must reference the Purchase Order number. For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net.

If you have any questions or problems during the contract year, please contact Des Collins in the Purchasing Division at 816-969-1082.

CITY OF LEE'S SUMMIT:

CONTRACTOR

Authorized Signature

Type or Print Name Legibly

Title

Authorized Signature

Date

Title

ATTEST: _____
Office of City Clerk

Name of Company

Approved as to Form:

Office of the City Attorney

The mission of the Purchasing Division is to provide innovation, value and cost-effective solutions with integrity while preserving the public trust.

Packet Information

File #: TMP-1346, **Version:** 1

An Ordinance approving the use of a Cooperative Contract between The Interlocal Purchasing System (TIPS) and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Issue/Request:

An Ordinance approving the use of a Cooperative Contract between TIPS and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same by for the City of Lee's Summit, Missouri.

Background:

This contract (2019-070) was put in place during the last year for a small project, less than \$15,000, completed at Animal Control. Central Building Services has a need to update, replace, and add new security cameras around City facilities. The vendor, American Digital Security (ADS), is located in Liberty, Missouri and serves many of the school district in the Kansas City metro.

The next project by CBS is to replace and add cameras at City Hall. The project will cost approximately \$110,000 for the ADS component of the project.

Key Issues:

-The Central Building Services and other departments purchase security camera replacements, camera equipment, and services on an as needed basis.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving the use of a Cooperative Contract between TIPS and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

Impact/Analysis:

Rick Gentry, Procurement and Contract Services Manager
Ron Johnson, Central Building Services

Staff recommends approval of an Ordinance approving the use of a Cooperative Contract between TIPS and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri.

BILL NO. 19-

AN ORDINANCE APPROVING THE USE OF A COOPERATIVE CONTRACT BETWEEN THE INTERLOCAL PURCHASING SYSTEM (TIPS) AND AMERICAN DIGITAL SECURITY TO PURCHASE SECURITY CAMERAS, EQUIPMENT AND SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME FOR THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit (the "City") has several facilities that need security cameras and equipment that need to be replaced or upgraded; and,

WHEREAS, Section 5.4 of the Procurement Policy allows the City to make purchases from contracts that were originally procured by another entity but have extended the pricing and terms of such contract to other entities such as the City; and,

WHEREAS, the City is able to purchase the security cameras, equipment and services and pursuant to a contract between TIPS and American Digital Security ("Cooperative Contract 2019-070"); and,

WHEREAS, Section 5.4 of the Procurement Policy requires that cooperative contracts that have an estimated annual spend of \$50,000.00 or more be approved by City Council before they are used; and,

WHEREAS, the City anticipates spending over \$50,000.00 annually through this on the purchase of security cameras, equipment, and services.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby approves the City's use of the TIPS contract with American Digital Security, Contract #170203 (referred to as "Cooperative Agreement"), a copy of which is on file with the Procurement Division of the Finance Department and incorporated herein by reference, and authorizes the City Manager to execute an agreement by and between the City and American Digital Security, pursuant to the Cooperative Agreement, to purchase security cameras, equipment, and service, on an as-needed basis, listed in the Cooperative Agreement..

SECTION 2. 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. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

BILL NO. 19-

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Daniel R. White



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT TIPS COOP

DATE: April 2019
TO: Key-Purchasing Personnel
FROM: Desiree Collins, Procurement Division
RE: Piggyback Yearly Contract for Security Systems Products and Services
TIPS-The Interlocal Purchasing System and LS Bid #2019-070

Vendor	American Digital Security 140 Westwoods Drive Liberty, MO 64068
Phone & Fax	PH: 816-415-4237 FAX: 816-415-4355
Contact Person	Name: Jen Smead email: jen@securitybyads.com Tabitha Logan email: tabitha@securitybyads.com
Ordering Instructions	<ul style="list-style-type: none">• Using Department to enter a Requisition in Lawson System for a Purchase Order to be issued.• Invoices will be paid against Lawson System Receiver and Lawson System Purchase Order
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Contract
Response Time	As required
Effective Dates	April 26, 2018 through April 23, 2020

cc: Accounts Payable (Include Wage Order, if applicable)
Bid File- Original memo

M:\PROCUREMENT\Agreements-Contracts\Piggyback joint contracts\2019-070 ADS Security Products & Services\Contract Award Dept coversheet-ADS.doc



LEE'S SUMMIT MISSOURI

NOTICE OF PARTICIPATION-COOPERATIVE CONTRACT

April 12, 2019

American Digital Security
Attn: Buddy Mason
140 Westwood's Drive.
Liberty, MO 64068

Re: City of Lee's Summit Participation in Cooperative/Contract for Security Systems Products and Services-LS #2019-070
Originating Entity/Contract Number: TIPS-The Interposol Purchasing System
TIPS Contract Number: 170203

Dear Mr. Mason:

You are hereby notified that the City of Lee's Summit, Missouri may be a participant in the above referenced Contract/Agreement. All terms, conditions and pricing of the Contract/Agreement will apply to purchases and/or utilization of said Contract/Agreement by the City of Lee's Summit, Missouri.

Your organization shall return the following document(s) within (7) seven days after receipt of this Notice of Participation via email to Mrs. Des Collins at desiree.collins@cityofls.net:

- ◆ Sign and return Notice of Participation
- ◆ Certificate of Insurance (Naming City of LS as additionally insured for General Liability only)

This procedure does not imply an exclusive contract, nor does it preclude the city from bidding or purchasing items from other sources. The Contract pricing is effective April 26, 2018 to April 23, 2020.

The Departments will contact you directly to place orders. Please be advised that all orders or work regarding this Contract/Agreement will require a Purchase Order and all invoices provided to the City for payment must reference the Purchase Order number. For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net.

If you have any questions or problems during the contract year, do not hesitate to contact the Purchasing Division at 816-969-1082.

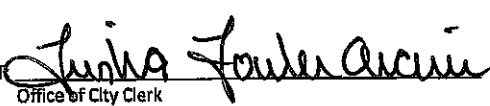
**SIGN
HERE**

CITY OF LEE'S SUMMIT:


Authorized Signature

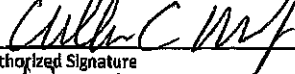
City Manager
Title

5/1/19
Date

ATTEST 
Office of City Clerk

CONTRACTOR

WILLIAM C. MASON JR
Type or Print Name Legibly


Authorized Signature

VICK PERSIDENT
Title

AMERICAN DIGITAL SECURITY
Name of Company

Approved as to Form:


Office of the City Attorney

The mission of the Purchasing Division is to provide innovation, value and cost-effective solutions with integrity while preserving the public trust.



4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com 866-839-8477 tips@tips-usa.com

April 26, 2018

American Digital Security
Buddy Mason
140 Westwoods Dr.
Liberty, mo 64068

RE: TIPS Contract – **Security Systems Products and Services**
TIPS Contract Number – **170203**

Renewal Letter

Dear Buddy Mason,
TIPS – The Interlocal Purchasing System, has reviewed the above listed Awarded Agreement for Annual Renewal. Your Agreement has been **RENEWED** until its final potential expiration date by the Region 8 Education Service Center Board of Directors, at the regularly scheduled board meeting, held on **04/26/2018**.

This renewal is effective **04/26/2018** to **04/23/2020**. If you have not reported sales through your TIPS Awarded Agreement, please make every effort to promote and encourage Sales under your TIPS Agreement during remainder of the contract term.

If you have any questions, please contact the TIPS office at 866-839-8477.
If you object to this renewal, please contact TIPS immediately at Bids@tips-usa.com.

Sincerely,

Meredith Barton
TIPS Vice-President of Operations
The Interlocal Purchasing System



"Purchasing Made Personal"

TIPS VENDOR AGREEMENT

Between American Digital Security LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170203 Security Systems Products and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor Agreements to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or Agreement deficiency

TIPS may terminate any Agreement if TIPS Members have not used the Agreement, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this Agreement due to failure by awarded vendor to carry out any obligation, term or condition of the Agreement. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in Agreement cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this Agreement shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.

- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal.

Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170203 Security Systems Products and Services

Company Name American Digital Security LLC

Address 140 Westwoods Dr

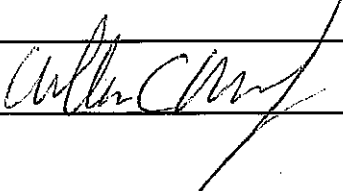
City Liberty State Mo Zip 64068

Phone 816.415.4237 Fax 816.415.4355

Email of Authorized Representative Buddy@securitybyads.com

Name of Authorized Representative William C. Mason Jr

Title President

Signature of Authorized Representative 

Date 2/2/2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8  Executive Director Region 8 ESC

Date April 27, 2017

Packet Information

File #: TMP-1353, **Version:** 1

An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit.

Issue/Request:

An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit.

Key Issues:

There are five different items that make up this budget amendment, including (1) Emergency Dispatch Center Performance Audit, (2) election cost for August 2019 no tax increase bond, (3) repair of stormwater infrastructure failures, (4) postclosure landfill expenditures, and (5) temporary Full Time Equivalents (FTE) increase in Water Utilities Department.

-Emergency Dispatch Center Performance Audit. Partial funding for this audit was budgeted in FY19 and it was anticipated that a budget amendment would be needed for the additional amount. Since the selection process was completed after the end of the fiscal year, a budget amendment is needed to appropriate funding to the FY20 Budget. The cost of the audit is \$53,500.

-Election Cost for August 2019 No Tax Increase Bond. When the FY20 Budget was developed and costs were estimated for the August 2019 No Tax Increase Bond election, it was not known if other jurisdictions would have items on the August 2019 ballot. When the election was held, there were not any other jurisdictions with items on the ballot, and, as a result, the City was responsible for the full cost to administer the election. The difference between the budgeted estimate and the actual cost is \$100,000.

-Repair of Stormwater Infrastructure Failures. City is experiencing a growing number of stormwater system failures due to system aging and deterioration, especially sinkholes developing as a result of advanced corrosion of corrugated metal pipe (CMP). From 2011 to 2017, the City repaired 9 sinkholes related to stormwater issues. By comparison, since January 2019, the City identified 7 sinkholes caused by failed stormwater infrastructure. The projects identified in this amendment will repair the identified sinkholes and other failures to restore system function and prevent further damage to property. Repairs for stormwater infrastructure failures have been identified at 12 locations with an estimated cost of \$635,675.

-Postclosure Landfill Expenditures. The City's landfill reached capacity and stopped accepting waste in April 2019, at which time the process of capping the landfill with soil began which is typically referred to as landfill closure. Following the completion of the closure phase, the City will enter the post-closure phase which involves monitoring and maintaining the gas and leachate collection systems, making any necessary repairs to the landfill cover, regulatory reporting, and mowing and other grounds maintenance. These are not new

expenses; they are currently budgeted in Fund 520-Solid Waste Management. This budget amendment authorizes expenses associated with post-closure activities to be paid out of the appropriate fund (Fund 260-Postclosure Trust Fund), as required by Missouri Department of Natural Resources (MDNR) regulations. The cash balance of Fund 260-Postclosure Trust Fund was \$5.73M as of June 30, 2019.

-Temporary FTE Increase in Water Utilities Department. The Customer Service Supervisor position in the Water Utilities Department is essential for the accurate and timely processing of water/ sewer bills. The Customer Service Supervisor incumbent has informed the Water Utilities Department that they will be retiring as of December 2, 2019. In order to provide training to the person who will fill the Customer Service Supervisor position, the Water Utilities Department is requesting to temporarily increase the total FTE count by one additional Customer Service Supervisor position for a period not to exceed two months. This will provide the best option for the continuity of service and help to maintain the Water Utilities Department's low error rate with water/ sewer billing. The temporary FTE increase will be funded from anticipated vacancy savings in the FY20 Budget.

Proposed City Council Motion:

I move to recommend to City Council approval of An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalentents for the City of Lee's Summit.

Background:

An RFP for the Emergency Dispatch Center Performance Audit was approved by City Council at the July 16, 2019 City Council meeting. The agenda item was BILL NO. 19-164, "An Ordinance approving the award of RFP No. 2019-071 for the Emergency Dispatch Center Performance Audit to Mission Critical Partners LLC for an Amount not to exceed \$53,500.00 and Authorizing the City Manager to execute the same by and on behalf of the City."

Impact/Analysis:

Budget and FTE impact is outlined in the Ordinance and Exhibit A.

Other Information/Unique Characteristics:

If motion is passed by Finance and Budget Committee, then this ordinance will need to appear on the September 17, 2019, City Council Regular Session meeting agenda.

Chris Clubine, Management Analyst

Recommendation: Staff recommends approval of the ordinance.

Committee Recommendation:

BILL NO. 19-

AN ORDINANCE APPROVING AMENDMENT NO. 4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020, AS ADOPTED BY ORDINANCE NO. 8643 AND ORDINANCE NO. 8652, BY AMENDING THE AUTHORIZED EXPENDITURES FOR THE CITY OF LEE'S SUMMIT AND REVISING THE AUTHORIZED AMOUNT OF FULL TIME EQUIVALENTS FOR THE CITY OF LEE'S SUMMIT.

WHEREAS, Ordinance No. 8643 and Ordinance No. 8652, passed by the City Council on June 11, 2019, adopted the City's Budget for the Fiscal Year ending June 30, 2020; and,

WHEREAS, the annual budget planning process includes a period for reviewing and revising anticipated expenditures for the current fiscal year; and,

WHEREAS, it is necessary for the successful operation of the Administration Department to amend the budget for increased expenditures with the August No Tax Increase Bond Election Cost and unanticipated expenditures for the Emergency Dispatch Center Performance Audit; and,

WHEREAS, it is necessary for the successful operation of the Public Works-Operations Department to amend the budget for unanticipated expenditures associated with the repair of stormwater infrastructure failures; and,

WHEREAS, at the conclusion of the landfill closure process the City will enter the post-closure phase, and post-closure activities need to be funded from the Post-closure Trust Fund as required by the Missouri Department of Natural Resources; and,

WHEREAS, due to the retirement of the incumbent Water Utilities Customer Service Supervisor, it is necessary for the Water Utilities Department continuity of service to temporarily increase the authorized amount of Full Time Equivalents to allow for overlap and training of the person who will assume the Water Utilities Customer Service Supervisor position.

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

SECTION 1. The authorized expenditures for the Fiscal Year 2019-2020 of the City of Lee's Summit, Missouri, are amended in the manner shown as follows:

BILL NO. 19-

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Administration 1. Emergency Dispatch Center Performance Audit (\$53,500) 2. Election Cost - August No Tax Increase Bond (\$100,000)	\$153,500	\$3,886,836
F100 General Fund	Public Works-Operations 1. Repair Stormwater Infrastructure Failures (\$635,675)	\$635,675	\$5,433,790
F260 Postclosure Trust Fund		\$303,120	\$303,120

SECTION 2. The Fiscal Year 2019-2020 Water/Sewer Fund Full Time Equivalentents as adopted by Ordinance No. 8643, is hereby amended as outlined in Exhibit A, attached and incorporated herein by reference.

SECTION 3. All other provisions of Ordinances No. 8643 and No. 8652 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. 8653), Amendment No. 2 (Ordinance No. 8660), and Amendment No. 3 (Ordinance No. ____).

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

SECTION 5. 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 _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 19-

APPROVED by the Mayor of said city this ____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Daniel R. White

Exhibit A

Water

FY20 Budget Summary

Revenues

Revenues	FY18 Actual	FY19 Budget	FY19 Projected	FY20 Budget*	Difference FY19 Budget		Difference FY19 Projected	
					\$	%	\$	%
Fines and forfeitures	306,754	277,271	315,902	287,450	10,179	4%	(28,452)	(9%)
Licenses and permits	0	0	0	0	0	0%	0	0%
Intergovernmental	2,449,608	0	0	0	0	0%	0	0%
Charges for services	37,602,668	37,686,896	38,179,735	39,060,987	1,374,091	4%	881,252	2%
Material and fuel sales	199,602	215,749	186,893	225,040	9,291	4%	38,147	20%
Investment earnings	83,020	75,000	235,758	107,000	32,000	43%	(128,758)	(55%)
Other	197,696	53,897	300,474	49,900	(3,997)	(7%)	(250,575)	(83%)
Transfers in	442,067	655,025	655,025	653,147	(1,878)	(0%)	(1,878)	(0%)
Department Totals	41,281,415	38,963,838	39,873,787	40,383,524	1,419,686	4%	509,736	1%

Expenses by Program and Services

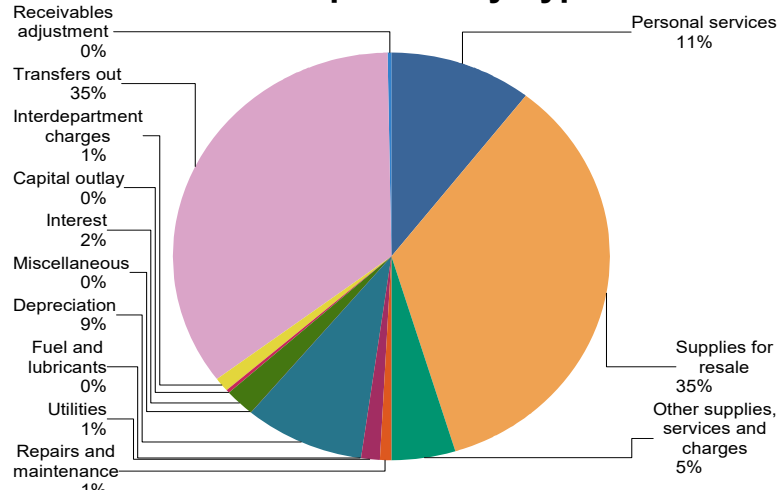
Programs and Services	FY18 Actual	FY19 Budget	FY19 Projected	FY20 Budget*	Difference FY19 Budget		Difference FY19 Projected	
					\$	%	\$	%
Operations	5,592,074	5,613,363	5,438,101	6,119,718	506,355	9%	681,617	13%
Customer Service	33,271,638	37,578,119	37,133,519	43,960,618	6,382,499	17%	6,827,099	18%
Department Totals	38,863,712	43,191,482	42,571,620	50,080,335	6,888,854	16%	7,508,716	18%

Expenses by Type

Expense Category	FY18 Actual	FY19 Budget	FY19 Projected	FY20 Budget*	Difference FY19 Budget		Difference FY19 Projected	
					\$	%	\$	%
Personal services	3,830,102	4,545,459	4,187,143	5,282,007	736,548	16%	1,094,864	26%
Supplies for resale	16,496,886	16,903,904	16,905,377	17,363,746	459,842	3%	458,369	3%
Other supplies, services and charges	2,798,864	2,628,139	2,657,657	2,385,495	(242,644)	(9%)	(272,162)	(10%)
Repairs and maintenance	507,288	439,504	454,432	490,274	50,770	12%	35,842	8%
Utilities	628,889	592,959	598,419	630,603	37,644	6%	32,184	5%
Fuel and lubricants	64,385	66,977	82,795	62,095	(4,882)	(7%)	(20,700)	(25%)
Depreciation	4,073,931	4,490,000	4,101,276	4,436,060	(53,940)	(1%)	334,784	8%
Miscellaneous	10,133	12,400	12,410	12,400	0	0%	(10)	(0%)
Interest	65,245	1,027,000	1,026,280	1,021,680	(5,320)	(1%)	(4,600)	(0%)
Capital outlay	0	0	0	108,372	108,372	0%	108,372	0%
Construction	(18,107)	0	0	0	0	0%	0	0%
Interdepartment charges	683,734	684,489	684,489	644,890	(39,599)	(6%)	(39,599)	(6%)
Transfers out	9,629,407	11,688,629	11,759,529	17,526,629	5,838,000	50%	5,767,100	49%
Receivables adjustment	92,955	112,022	101,813	116,084	4,062	4%	14,271	14%
Department Totals	38,863,712	43,191,482	42,571,620	50,080,335	6,888,854	16%	7,508,716	18%

*FY20 Budget includes expenditure changes resulting from FY20 Budget Amendment 2.

FY20 Expenses By Type



Net Income

FY18 Actual	FY19 Budget	FY19 Projected	FY20 Budget*	Difference FY19 Budget		Difference FY19 Projected	
				\$	%	\$	%
2,417,703	(4,227,644)	(2,697,832)	(9,696,812)	(5,469,168)	0%	(6,998,979)	0%

*FY20 Budget includes expenditure changes resulting from FY20 Budget Amendment 2.

Full Time Equivalents (FTE)

Job Titles	FY18 Budget	FY19 Budget	FY20 Budget#	Difference FY19	Amended Changes	New Totals
Account Services Manager	1.00	1.00	1.00	0.00		1.00
Administrative Assistant	0.00	0.00	2.00	2.00		2.00
Administrative Secretary	1.00	1.00	0.00	-1.00		0.00
Administrative Supervisor	1.00	1.00	1.00	0.00		1.00
Assistant Utility Manager	0.00	0.00	1.00	1.00		1.00
Asst. Dir. of Business Services	1.00	1.00	1.00	0.00		1.00
Asst. Dir. of Engineering Svcs	1.00	1.00	1.00	0.00		1.00
Asst. Director of Operations	1.00	1.00	1.00	0.00		1.00
Community Relations Specialist	1.00	1.00	1.00	0.00		1.00
Control System Supervisor	1.00	1.00	1.00	0.00		1.00
Customer Service Rep.	3.00	3.00	3.00	0.00		3.00
Customer Service Supervisor	1.00	1.00	1.00	0.00	+1.00^	2.00
Director of Water Utilities	1.00	1.00	1.00	0.00		1.00
Equipment Operator Sewer	7.00	7.00	0.00	-7.00		0.00
Equipment Operator Water	5.00	4.00	0.00	-4.00		0.00
Equipment Technician	2.00	2.00	2.00	0.00		2.00
Facilities Maintenance Worker I	1.00	1.00	0.00	-1.00		0.00
Facilities Manager	1.00	1.00	0.00	-1.00		0.00
Facilities Technician	0.00	0.00	1.00	1.00		1.00
Instrumentation & Controls Tec	2.00	2.00	2.00	0.00		2.00
Inventory Maintenance Technician	0.00	0.00	1.00	1.00		1.00
Maintenance Worker	7.00	6.00	0.00	-6.00		0.00
Meter Specialist	1.00	1.00	1.00	0.00		1.00

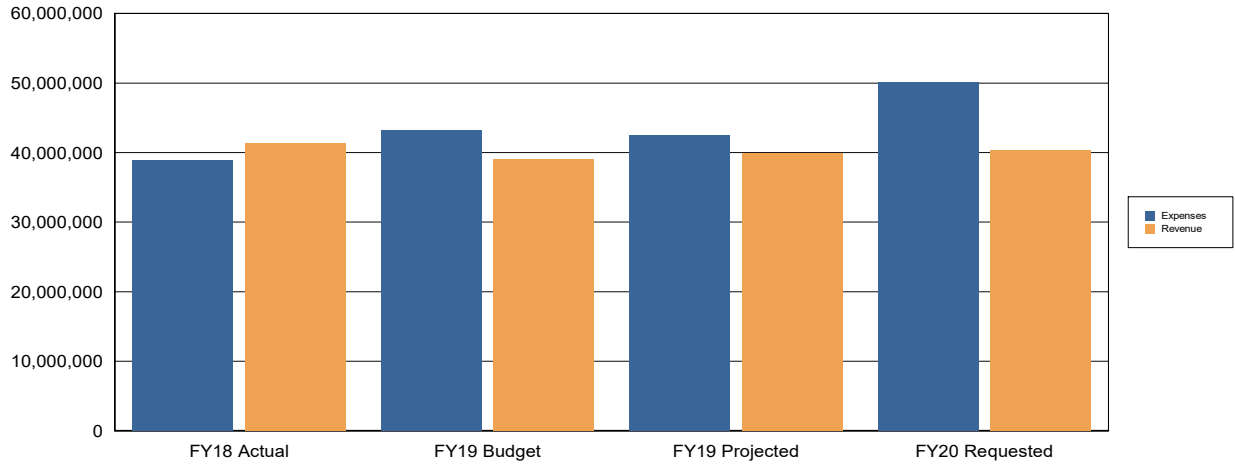
Meter Technician	8.00	8.00	8.00	0.00	8.00
Metered Services Supervisor	1.00	1.00	1.00	0.00	1.00
Office Coordinator	0.00	0.00	1.00	1.00	1.00
Operations & Maintenance Manager	0.00	0.00	1.00	1.00	1.00
Operations Technician	2.00	2.00	2.00	0.00	2.00
Seasonal Laborer	0.50	0.46	0.92	0.46	0.92
Secretary	2.00	2.00	0.00	-2.00	0.00
Senior Staff Engineer	0.00	0.00	2.00	2.00	2.00
Utility Engineer	1.00	1.00	0.00	-1.00	0.00
Utility Management Analyst	1.00	1.00	1.00	0.00	1.00
Utility Specialist I	0.00	0.00	15.00	15.00	15.00
Utility System Manager	2.00	2.00	1.00	-1.00	1.00
Utility System Supervisor	3.00	3.00	3.00	0.00	3.00
Utility Technician	1.00	1.00	1.00	0.00	1.00
Utility Worker	0.00	0.00	2.00	2.00	2.00
Utility Worker Trainee	1.00	3.00	5.00	2.00	5.00
Water Utilities Analyst	1.00	1.00	1.00	0.00	1.00
Department Totals	62.50	62.46	66.92	4.46	67.92

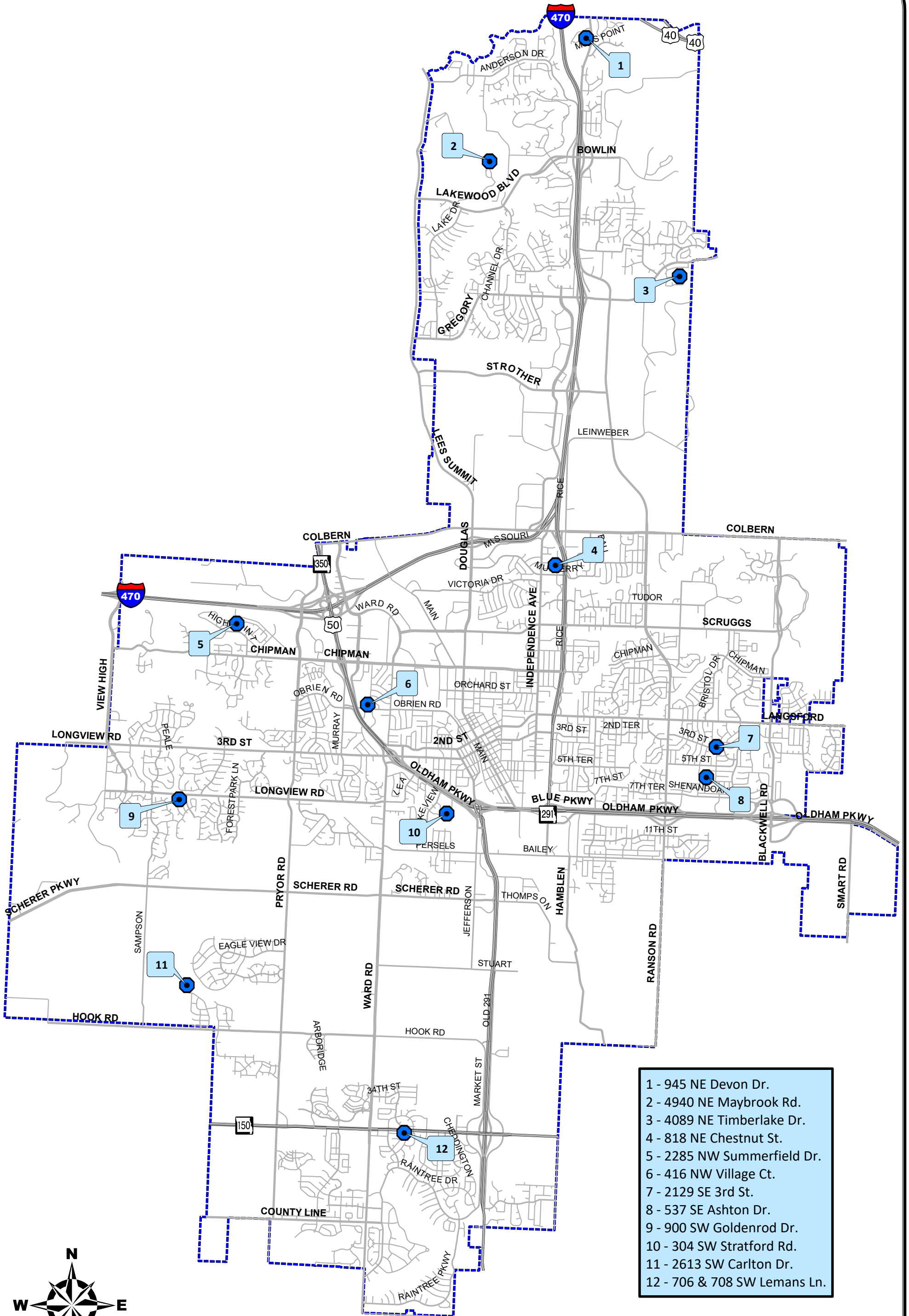
+1.00^

^Additional Customer Service Supervisor will be needed on a temporary basis not to exceed two (2) months.

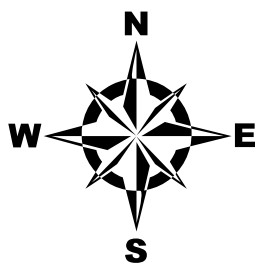
#FY20 Budget includes position changes resulting from FY20 Budget Amendment 2 (Senior Staff Engineer and Inventory Maintenance Technician)

Total Budget





- 1 - 945 NE Devon Dr.
- 2 - 4940 NE Maybrook Rd.
- 3 - 4089 NE Timberlake Dr.
- 4 - 818 NE Chestnut St.
- 5 - 2285 NW Summerfield Dr.
- 6 - 416 NW Village Ct.
- 7 - 2129 SE 3rd St.
- 8 - 537 SE Ashton Dr.
- 9 - 900 SW Goldenrod Dr.
- 10 - 304 SW Stratford Rd.
- 11 - 2613 SW Carlton Dr.
- 12 - 706 & 708 SW Lemans Ln.



Stormwater
Repair
Projects



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

August 26, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #2 - W/O 94126 – 945 NE Devon Dr.

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 645 Devon Dr. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

Labor	\$	26,639.00
Materials	\$	21,850.00
Subcontractors	\$	22,019.00
Equipment	\$	8,570.00
Total	\$	79,078.00

INCLUDED:

1 Preconstruction Survey
400' 30" HDPE
Sod

We anticipate 8 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

June 5, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #2 - 4940 NE Maybrook Rd

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 4940 NE Maybrook Rd. Our pricing is based on notes to emailed to us on 5-29-19 and our site visit on 6-3-19. This price includes all labor, materials, and machines.

The total budget for this work is:

\$14,537.00

Fourteen Thousand Five Hundred Thirty-Seven Dollars and No Cents

INCLUDED:

20lf of 36" Aluminized CMP
2 36" End Sections w/concrete toe walls
15tn of Rip Rap
10cy of Clay Fill
Erosion Mat
Commercial Seed and Straw Restoration

We anticipate 2 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

June 5, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #4 – 4089 NE Timberlake Dr

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failures at 4089 NE Timberlake Dr. Our pricing is based on notes to emailed to us on 5-29-19 and our site visit on 6-3-19. This price includes all labor, materials, and machines.

The total budget for this work is:

\$9,351.00

Nine Thousand Three Hundred Fifty-One Dollars and No Cents

INCLUDED:

10lf of 24" HDPE Point Repair
2 24" Couplings
Sod with no maintenance

We anticipate 1.5 crew days at this location and will access this site from the South drainage easement.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

June 5, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #3 - 818 NE Chestnut St

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 818 NE Chestnut St. Our pricing is based on notes to emailed to us on 5-29-19 and our site visit on 6-3-19. This price includes all labor, materials, and machines.

The total budget for this work is:

\$23,481.00

Twenty-Three Thousand Four Hundred and Eighty-One Dollars and No Cents

INCLUDED:

Remove and Reinstall 100lf of Chain Link Fence
100lf of 24" HDPE
2 Connections to Existing Storm Structures
1 Pole Brace
Commercial Seed and Straw Restoration

We anticipate 3 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

August 26, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #1 - W/O 94456 – 2285 NW Summerfield Dr

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 2285 NW Summerfield Dr. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

Labor	\$	14,939.00
Materials	\$	8,585.00
Subcontractors	\$	5,346.00
Equipment	\$	4,940.00
Total	\$	33,810.00

INCLUDED:

2 Preconstruction Surveys
160' of 24" HDPE
Fence Removal and Replacement

We anticipate 5 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

August 26, 2019

City of Lee’s Summit
220 SE Green St.
Lee’s Summit, MO 64063
Attn: Jerry Johnson

RE: Site #6 - W/O 94733 – 416 NW Village Ct.

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 416 NW Village Ct. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

Labor	\$	29,139.00
Materials	\$	27,779.00
Subcontractors	\$	9,672.00
Equipment	\$	9,860.00
Total	\$	76,450.00

INCLUDED:

- 136’ 48” RCP
- (2) 6x6 Junction Boxes
- Pole Brace
- Fence R&R
- Sod

We anticipate 8 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

August 26, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #5 - W/O 94045 – 2129 SE 3rd St

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 2129 SE 3rd St. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

Labor	\$	28,839.00
Materials	\$	8,260.00
Subcontractors	\$	10,235.00
Equipment	\$	5,237.00
Total	\$	52,571.00

INCLUDED:

384' of Concrete Invert Lining
Sod

We anticipate 8 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

July 23, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Karen Quackenbush

RE: 537 SE Ashton Dr Storm Sewer Failure

Dear Karen,

Pursuant to your request, we hereby submit the following budget prices to repair the storm sewer failure at 537 SE Ashton Dr. Our pricing is based on our 7-10-19 site visit. This price includes all labor, materials, and machines.

The total budget for this work is:

Labor	\$	33,435.00
Equipment	\$	6,387.00
Material	\$	53,062.00
Subcontract	\$	7,147.00
Insurance	\$	1,897.00
Total	\$	101,928.00

INCLUDED:

Slip Line 54" CMP with 42" HP Sanitite
Grout 42" PVC
Rip Rap
Sod

We anticipate 10 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

August 26, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #4 - W/O 93579 – 900 SW Goldenrod Dr.

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 900 SW Goldenrod Dr. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

Labor	\$	14,939.00
Materials	\$	5,431.00
Subcontractors	\$	5,650.00
Equipment	\$	5,960.00
Total	\$	31,980.00

INCLUDED:

153' of Concrete Invert Lining
Sod

We anticipate 5 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

August 26, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #7 - 304 SW Stratford Rd

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 304 SW Stratford Rd. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

Labor	\$	27,737.00
Materials	\$	42,083.00
Subcontractors	\$	19,528.00
Equipment	\$	10,082.00
Total	\$	99,430.00

INCLUDED:

- 110' 36" HDPE
- 310' 42" HDPE
- Ab3 Backfill in ROW
- Flushfill Pavement Repair
- Sod

We anticipate 8 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,
Wiedenmann Inc.
Daniel Forbes, EIT



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August 26, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #3 - W/O 95582 – 2613 SW Carlton Dr

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure at 2613 SW Carlton Dr. Our pricing is based on notes to emailed to us on 8-23-19 and our site visit on 8-24-19. This price includes all labor, materials, and machines.

The total budget for this work is:

Labor	\$	11,639.00
Materials	\$	3,080.00
Subcontractors	\$	4,075.00
Equipment	\$	3,580.00
Total	\$	22,374.00

INCLUDED:

2 Preconstruction Surveys
50' of 24" HDPE
Sod

We anticipate 4 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely,
Wiedenmann Inc.
Daniel Forbes, EIT



WIEDENMANN, INC.

WBE Certified Missouri and Kansas

950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedemanninc.com

June 5, 2019

City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Attn: Jerry Johnson

RE: Site #1 - 706 & 708 SW Lemans Ln

Dear Jerry,

Pursuant to your request, we hereby submit the following budget prices to repair storm sewer failure 706 & 708 SW Lemans Ln. Our pricing is based on notes to emailed to us on 5-29-19 and our site visit on 6-3-19. This price includes all labor, materials, and machines.

The total budget for this work is:

\$90,685.00

Ninety Thousand Six Hundred Eighty Five Dollars and No Cents

INCLUDED:

120lf of 83x57 Aluminized CMP (From Ex Box to Lemans Ln)
1 9'x12' Junction Box
2 Preconstruction Surveys
Commercial Seed and Straw Restoration
Connection to Existing Storm Box
Connection to Existing 83x57 CMP

We anticipate 7 crew days at this location.

We understand that this is a budget price for the scope of work at this time, and the actual work will be completed on a time and material basis per our service contract.

We appreciate the opportunity to price and perform this work.

Please call if you have any questions.

Sincerely
Wiedemann Inc.
Daniel Forbes, EIT

Packet Information

File #: TMP-1356, **Version:** 1

An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

Issue/Request:

An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

Background:

The Lee's Summit R-7 School District ("District")/Great Beginnings Early Childhood Center and the City, through Lee's Summit Parks and Recreation ("LSPR"), periodically partner to sponsor and host cultural arts programs and events at the Legacy Park Amphitheater for patrons and citizens of Lee's Summit and students of Lee's Summit R-7. These partnerships allow for the sharing of resources and facilities to maximize opportunities and represent a cost effective and efficient use of public funds.

This year, the District and LSPR selected Jim Cosgrove, A/K/A Mr. Stinky Feet, as the event performer. Mr. Cosgrove is a musician and motivational speaker whose programs are geared towards young children, delivering motivational messages and engaging youth in music and play.

LSPR and the District have agreed to host a performance of Mr. Stinky Feet at Legacy Park Amphitheater on September 20, 2019. The event will be free of charge to anyone who wishes to attend. The District will be responsible for covering the costs associated with the performer and related stage needs. It will also provide staff support. LSPR will provide the venue, staff support, and will be responsible for operating concessions, with any proceeds being retained by LSPR. The specific terms and conditions associated with the partnership have been reduced to writing in the agreement attached to this packet.

There will be no budgetary or fiscal impact to the City of Lee's Summit General Fund for this event.

This intergovernmental agreement is being brought to the City Council for approval pursuant to Section 4.4(d) of the Charter of the City of Lee's Summit, Missouri, which requires that all agreements and contracts

between the City and other governmental entities be executed by the Mayor.

Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources - Lee's Summit Parks and Recreation

Recommendation: Staff recommends approval of an Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater.

Committee Recommendation:

BILL NO. 19-

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, BY AND THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT FOR THE JOINT PRESENTATION OF JIM COSGROVE A/K/A MR. STINKY FEET AT LEGACY PARK AMPHITHEATER.

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

WHEREAS, the Lee's Summit Parks and Recreation Board (hereinafter "the Board") is empowered with the control of the supervision, improvement, care and custody of parks and recreation activities in the City of Lee's Summit, Missouri; and,

WHEREAS, the Board regularly enters into partnerships with other entities to provide or enhance programming, including cultural arts programming for the community; and,

WHEREAS, the Lee's Summit R-7 School District (hereinafter "District") is a political subdivision of the State of Missouri; and,

WHEREAS, one of the District facilities, the Great Beginnings Early Childhood Center, is immediately adjacent to the Legacy Park Amphitheater, a Lee's Summit Parks and Recreation facility; and,

WHEREAS, the Board and District have determined there is mutual benefit in partnering for the provision of certain cultural arts programs and activities for patrons and citizens of Lee's Summit and students and families of Great Beginnings and the District, and sharing the expense of resources and facilities to maximize opportunities, representing a cost effective and efficient use of public funds; and,

WHEREAS, the Board has determined that it is in the best interest of the parks and recreation activities in the City to enter into an Agreement with the District to jointly host an event entitled "Jim Cosgrove A/K/A Mr. Stinky Feet" to be held on September 20, 2019; and,

WHEREAS, the Board and District wish to enter into a written agreement which contemplates the terms and conditions associated with the event, substantially in the form attached hereto as "Exhibit A; and,

WHEREAS, Section 4.4(d) of the Charter of the City of Lee's Summit, Missouri requires that all agreements and contracts between the City and other governmental entities be executed by the Mayor.

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

SECTION 1. The intergovernmental agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at the Legacy Park Amphitheater, in substantially the form attached hereto as Exhibit A and incorporated herein

BILL NO. 19-

by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 2. 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. 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 _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2019.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management & Operations
Daniel R. White



**MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT REGARDING THE
PRESENTATION OF JIM COSGROVE A/K/A MR. STINKY FEET – A JOINT ENDEAVOR BY AND BETWEEN LEE’S
SUMMIT PARKS AND RECREATION AND LEE’S SUMMIT R-7 SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is entered into as of this _____ day of _____, 2019 by and between the City of Lee’s Summit, Missouri, by and through the Lee’s Summit Parks and Recreation Board (hereinafter “LSPR”) and the Lee’s Summit R-7 School District (hereinafter “District.”) WITNESSETH:

WHEREAS, LSPR regularly hosts a variety of cultural arts programs for the enjoyment of patrons at its’ facilities; and,

WHEREAS, District owns and operates the Great Beginnings Early Education Center (hereinafter “Great Beginnings,”) immediately adjacent to one of LSPR’s facilities, the Legacy Park Amphitheater (hereinafter “the Amphitheater;”) and,

WHEREAS, LSPR and District have determined there is mutual benefit in partnering for the provision of certain cultural arts programs and activities for patrons and citizens of Lee’s Summit and students and families of Great Beginnings and District, sharing the expense of resources and facilities to maximize opportunities, representing a cost effective and efficient use of public funds; and,

WHEREAS, LSPR and District have negotiated the terms and conditions associated with the cooperation as referenced herein, have reduced the same to writing in this MOU, and desire to enter into this MOU for purpose of formally memorializing the same.

NOW, THEREFORE, LSPR and District agree as follows:

SECTION ONE – RIGHTS AND RESPONSIBILITIES OF LSPR

1.01 Provision of Amphitheater Facility. LSPR agrees, at no cost to District, to make available for use that portion of the Legacy Park Amphitheater which LSPR deems appropriate, for the express purpose of the performance of Jim “Mr. Stinky Feet” Cosgrove’s family concert performance, to take place on Friday, September 20, 2019 at 6:30pm (hereinafter “the Event,”) as more fully detailed in the Event Confirmation by and between Hiccup Productions, Inc. and District, a copy of which is attached hereto as “Exhibit A.” This shall include set up and tear down of necessary furnishings for the event.

1.02 Provision of Staff Support. LSPR agrees, at no cost to District, to provide Staff support including an Event Lead, concessions staff, parking attendants, gate attendants, and operations staff as deemed necessary by LSPR for the efficient operations of the Event. LSPR will assist District staff as provided in Section 2.02, herein, with necessary training and orientation to assist with event activities as contemplated herein.

1.03 Concessions Operations. LSPR retains the right to provide concessions available for sale at the Event, and shall retain all revenues generated from said concessions sales.

1.04 Marketing. LSPR shall be entitled to create and distribute its’ own marketing materials for the Event, at its’ sole cost, which will be posted and/or disseminated as deemed appropriate in the sole discretion of LSPR.



SECTION TWO – RIGHTS AND RESPONSIBILITIES OF DISTRICT

2.01 Provision of Performer/Entertainer and Related Costs. District agrees, at no cost to LSPR, to provide for and fully compensate the service provider for the Event, consistent with the terms and conditions outlined in the Event Confirmation attached hereto as “Exhibit A.” Additionally, District agrees to cover the costs of any sound/lighting which may be required for the performance, utilizing the service provider(s) on contract through and authorized by LSPR for the same.

2.02 Provision of Staff Support. District agrees, at no cost to LSPR, to provide Staff support, including an Emcee/Host for the Event, a Liaison for the performer, and a minimum of four (4) additional staff members to assist with facility preparation/set up, parking, gate, and cleanup responsibilities associated with the Event.

2.03 Marketing. District shall be entitled to create and distribute its’ own marketing materials for the Event, at its’ sole cost, which will be posted and/or disseminated as deemed appropriate in the sole discretion of District.

SECTION THREE – GENERAL PROVISIONS

3.01 Event Lead; Determination of Unsafe Conditions; Cancellation. The LSPR Event Lead shall be designated as the primary responsible party for all aspects of the Event, including determination of unsafe conditions and cancellation. In making determinations regarding the Event, the Event Lead shall coordinate with the District’s designated representative and shall take into consideration District’s interests and concerns.

3.02 Insurance. LSPR and District each agree to maintain commercial general liability in the minimum amounts of \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate through the conclusion of the scheduled Event. Further, District agrees to ensure the performer or service provider which it retains for each of the events listed on Exhibit A maintain the same level of insurance coverage, and provide to LSPR a Certificate of Insurance naming the City of Lee’s Summit as additional insured with respect to the scheduled event. To the extent permitted by applicable law, LSPR and District agree to indemnify, defend, and hold harmless the other party, its officers, employees, appointed or elected officials, agents, attorneys and representatives against any and all claims, demands, suits, costs, judgments or other forms of liability, actual or claimed, including reasonable attorneys’ fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring in connection with any action, inaction, or conduct committed by the indemnifying party in connection with the Event.

3.03 Non-Discrimination Provisions. LSPR and District agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, veteran status or any other status protected by applicable law.

3.04 Compliance with Applicable Law. LSPR and District shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in connection with the Event.

3.05 Rules and Regulations. District understands and agrees that all rules, regulations and laws applicable to Legacy Park Amphitheater shall apply to the events which are the subject of this MOU. District’s willful, deliberate or negligent failure to adhere to the rules, regulations, and laws applicable to Legacy Park Amphitheater is a material breach/default of this MOU.



3.06 Damage to Park Property. District hereby agrees to pay the reasonable cost of replacement or repair as may be deemed necessary, in the reasonable judgment of LSPR, for any damage caused to park property through the negligence of the District’s personnel at the Event. **LSPR agrees to notify District in writing within five (5) business days of the Event if LSPR believes damage occurred for which District is responsible under this section.** Upon such notification, District shall have the opportunity to examine the alleged damage. The parties further agree to confer about the damage to allow the District to respond to LSPR’s judgment that District is responsible before assuming reasonable costs for replacement or repair.

3.07 No Fees. District and LSPR agree that no fees shall be charged for the Event or parking. This provision shall not apply to the sales of concessions as outlined in Section 1.03, above, or to any merchandise sales which may be undertaken by the performer.

3.08 Interest of Local Public Office/Political Activity. No member of the City Council of the City, the Lee’s Summit Parks and Recreation Board, or any officer, employee or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this MOU pertains, shall have any personal interest, direct or indirect, in this MOU or the proceeds thereof except as permitted by the laws of the State of Missouri. For purposes of this MOU, District shall refrain from direct participation or funding of any political activity that contradicts the purpose of this MOU, which is the mutual hosting of the Event. Should District participate in political activity, LSPR will determine, using a reasonableness standard, whether such participation is a violation of this section.

3.09 Cancellation, Termination or Suspension of MOU. This MOU may be terminated at any time by written, mutual agreement of the parties, provided all applicable laws and regulations are complied with. LSPR shall have the right at its’ option to terminate this Agreement and be free of the obligations hereunder in the event that District is in default or violation of the terms, conditions, assurances or certifications of this Agreement. Non-appropriation of funds by LSPR shall not be considered a violation or default of this Agreement.

3.10 Notice. Any notice required by this MOU is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereafter specified:

If to LSPR:

If to District:

Administrator of Parks and Recreation
220 SE Green Street
Lee’s Summit, Missouri 64063

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

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



3.13 Remedies. All rights and remedies of the parties, at law or in equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

3.14 Assignment. This MOU shall not be assigned by either LSPR or District without the prior written consent of the other party, and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this MOU.

3.15 Governing Law. This MOU shall be deemed to have been made within the County of Jackson, State of Missouri, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri and before the courts of Missouri in the County of Jackson.

3.15 No Agency. Except to the extent as expressly provided herein, nothing in this MOU shall create an agency, partnership, or joint venture between LSPR and District.

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

3.18 Execution. This MOU may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this MOU via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this MOU. Execution by one or both of the parties after the date of the Event shall not render this MOU invalid.

IN WITNESS WHEREOF, LSPR and District have executed this Memorandum of Understanding as of the date and year first written above.

CITY OF LEE’S SUMMIT, MISSOURI
LEE’S SUMMIT PARKS AND RECREATION BOARD

LEE’S SUMMIT R-7 SCHOOL DISTRICT

Joseph D. Snook
Administrator of Parks and Recreation

Dr. Emily Miller
Interim Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jackie McCormick Heanue
Superintendent of Legal Services & Human Resources

APPROVED BY THE GOVERNING BODY OF THE
CITY OF LEE’S SUMMIT, MISSOURI

William A. Baird
Mayor

Packet Information

File #: 2019-3018, **Version:** 1

Presentation on Priority Based Budgeting: Update and Next Steps

Issue/Request:

Presentation on Priority Based Budgeting: Update and Next Steps

Key Issues:

The purpose of the presentation is to provide City Council with an update and next steps for Priority Based Budgeting. In addition, the materials and methods used to create the Community and Governance Results will be discussed.

Proposed City Council Motion:

The presentation is for communication and informational purposes and does not require City Council action.

Background:

Priority Based Budgeting (PBB) provides elected officials and other decision-makers with a "new lens" through which to frame the line item budget in order to make better-informed financial and budgeting decisions.

Impact/Analysis:

N/A

Other Information/Unique Characteristics:

After the presentation is given to the Finance and Budget Committee on September 9, 2019, then the presentation will need to be given to the City Council at the September 17, 2019 meeting.

Chris Clubine, Management Analyst

Recommendation: N/A. The presentation is for communication and informational purposes and does not require City Council action.

Presentation on Priority Based Budgeting: Update and Next Steps

Priority Based Budgeting Overview

Priority Based Budgeting (PBB) provides elected officials and other decision-makers with a "new lens" through which to frame the line item budget in order to make better-informed financial and budgeting decisions.

With PBB we will...

- identify how the allocation of our resources aligns with our priorities.
- understand the cost of providing programs.
- be able to identify the programs that offer the highest value and continue to provide funding for them, while potentially reducing or looking for efficiencies in lower value programs.
- have the data to make better informed financial and budget decisions.

PBB Steps

1. Inventory
2. Cost
3. Scoring
4. Presentation
5. Analyze



Completed Steps



What do we do?

Getting started with Priority Based Budgeting

- A program inventory is a list of services, and descriptions of those services, that the organization provides.
- Answers the question “What do we do?”
- Programs fit into one of the following types:
 - Community
 - Governance

Inventory

Cost

Score

Present

Analyze

What does it cost?

Allocating line item costs to programs

- Allocates the line item budget, both Personnel and NonPersonnel costs, to the programs previously identified.
- Answers the question, “What does it cost?”
- Allows us to know the true cost of providing a program.

Inventory

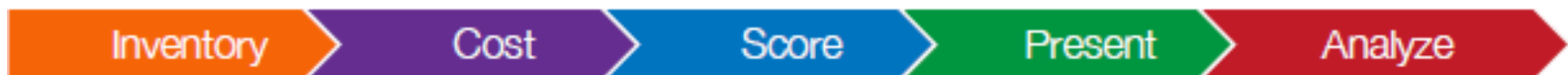
Cost

Score

Present

Analyze

Next Steps



Why are we in business?

Prioritizing by scoring programs against results

- Programs will be scored against a defined set of results:
 - **All programs** are scored against **Basic Program Attributes (BPAs)**.
 - **Community programs** are scored against **Community results**.
 - **Governance programs** are scored against **Governance results**.

Inventory

Cost

Score

Present

Analyze

Why are we in business?

Prioritizing by scoring programs against results

Basic Program Attributes

	4	3	2	1	0
Mandate	Federal/ State Mandate	City Charter and/ or Ordinance	Internal Mandate: City and/ or Department Policy	Internal Mandate: Best Practice/ Recommendation (accreditation, professional organization, etc.)	No Mandate
Reliance	City is sole provider and could not be contracted with another entity.		Program or service could be contracted with another entity with <u>difficulty</u> .		Program or service is or could be contracted.
Cost Recovery	Up to 100% of Cost is Recovered through External Fees or Grants	Up to 75% of Cost is Recovered through External Fees or Grants	Up to 50% of Cost is Recovered through External Fees or Grants	Up to 25% of Cost is Recovered through External Fees or Grants	No fees are generated
Demand	Demand is Increasing (based on Data Point)		Demand is Flat or Data is Unknown		Demand is Decreasing
Population Served	Available and Provided to More than 50% (based on Data Point)		Available to more than 50% and provided to less than 50%		Available and provided to less than 50%

Inventory

Cost

Score

Present

Analyze

Why are we in business?

Prioritizing by scoring programs against results

Community					
Result 1 Strategic Economic Growth and Development	Result 2 Strong Neighborhoods	Result 3 Cultural and Recreational Amenities	Result 4 Community Health and Wellbeing	Result 5 Infrastructure and Transportation	Result 6 Safe and Secure Community
Build an adequate framework for continued growth in a changing environment.	Maintain thriving, quality neighborhoods that connect a diversity of residents throughout the community.	Create a community that celebrates, welcomes, and supports cultural arts and recreation amenities.	Support a healthy, happy community by improving healthy lifestyle choices and opportunities.	Sustain and enhance City infrastructure to protect a high quality of life.	Sustain and enhance safety and security throughout the community to protect a high quality of life.

Governance					
Result 1 Stewardship	Result 2 Communication and Engagement	Result 3 Forward Thinking and Innovation	Result 4 Transparency and Accountability	Result 5 Customer Experience	Result 6 High Performing Organization
Embrace resource stewardship to mitigate risk and foster sustainability.	Actively communicate and engage to provide information and seek input on issues and decisions.	Utilize innovative and forward thinking practices and approaches to deliver services.	Transparency and accountability are evident in our actions.	Utilize practices and processes to foster a positive customer experience.	Utilizes resources and provides support for continuous improvement and development.

Inventory

Cost

Score

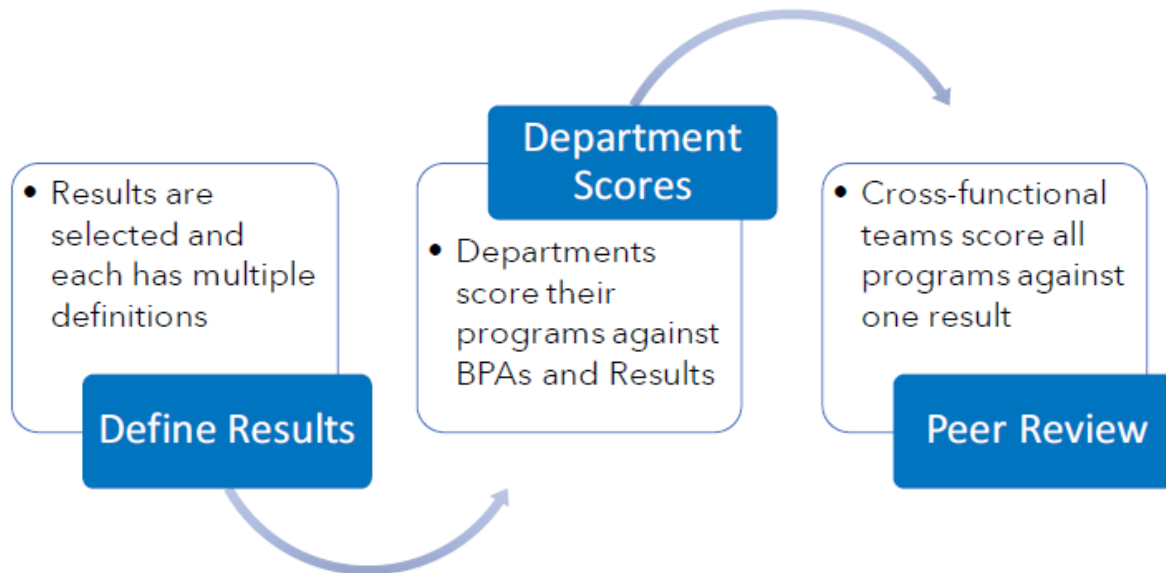
Present

Analyze

Why are we in business?

Prioritizing by scoring programs against results

- Programs will be scored by 2 groups:
 - Departments
 - Peer Review Teams



Inventory

Cost

Score

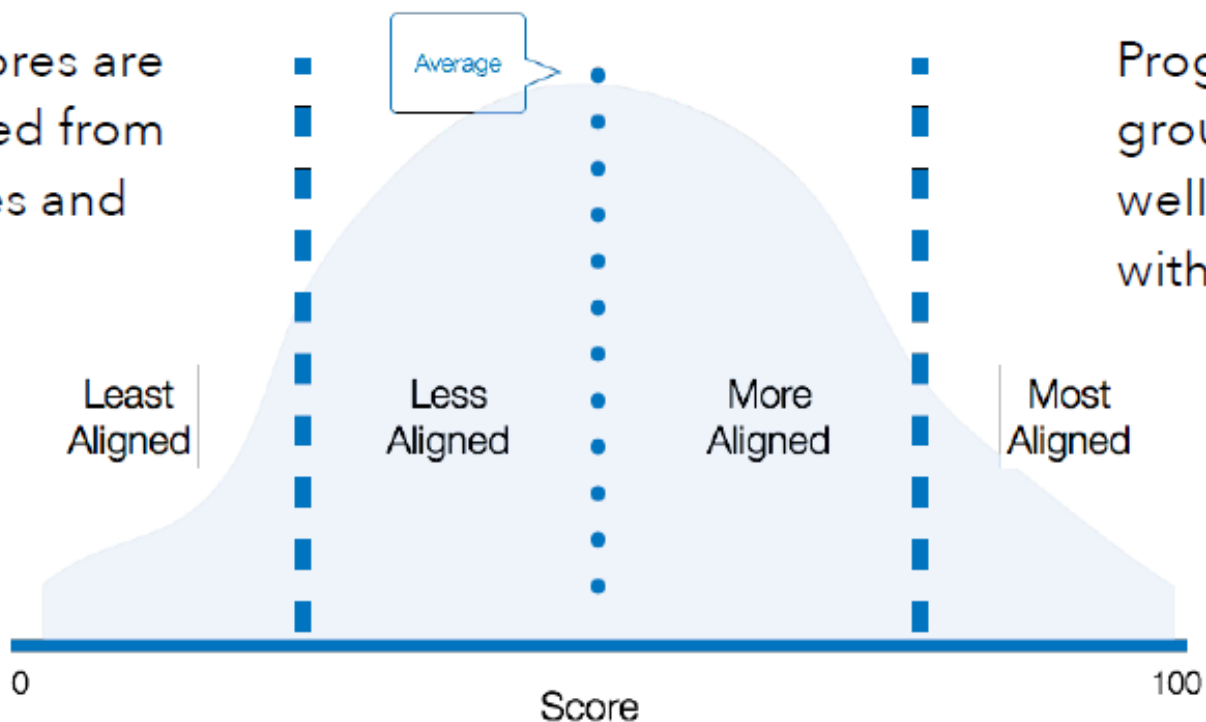
Present

Analyze

Why are we in business?

Prioritizing by scoring programs against results

Final scores are calculated from attributes and results



Programs are grouped on how well they align with results

Inventory

Cost

Score

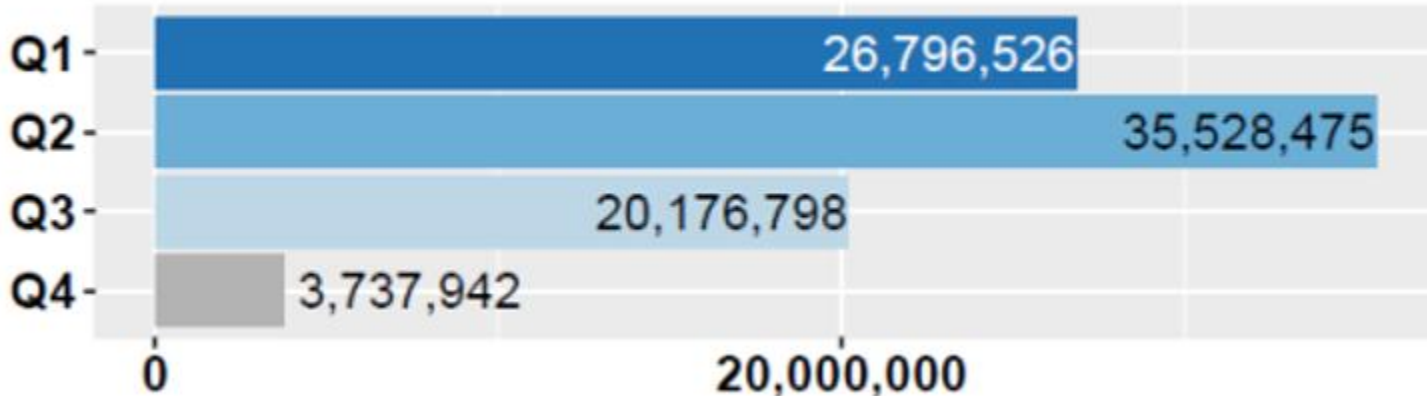
Present

Analyze

How do we explain PBB?

Presenting your work in Priority Based Budgeting

- One common way to present PBB data is to categorize programs into quartiles, which shows how well our resources are aligned to our priorities.



Inventory

Cost

Score

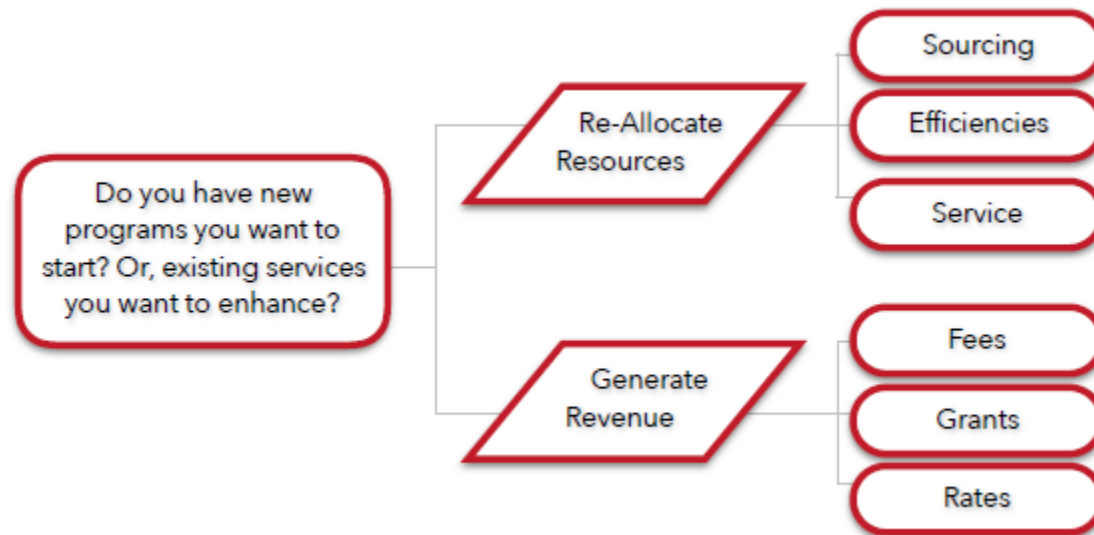
Present

Analyze

What to do with PBB data?

Analyzing data and taking action to achieve results

- Through PBB, we will have the necessary data to perform analyses and make better-informed financial and budgeting decisions.



Inventory

Cost

Score

Present

Analyze

Community and Governance Results

The Community and Governance Results were based on the priorities outlined in existing plans and documents:

- Strategic Plan (LS Ignite)
- 2019 City of Lee's Summit Citizen Survey
- Business Plan (2013-2018)

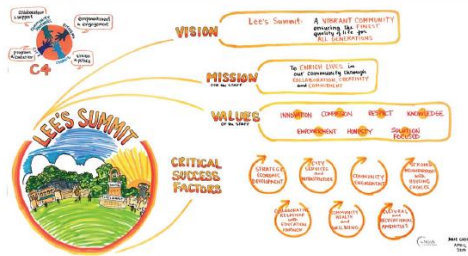
CITY OF LEE'S SUMMIT COMMUNITY STRATEGIC PLAN

STRATEGIC PLAN FRAMEWORK

Vision
Lee's Summit: A vibrant community ensuring the finest quality of life for all generations

Organizational Mission
To enrich lives in our community through collaboration, creativity, and commitment

Organizational Values
Innovation, Compassion, Respect, Knowledge, Empowerment, Honesty, Solution Focused



City of Lee's Summit
 Citizen Survey
 Findings Report

...helping organizations make better decisions since 1982

2019

Submitted to the City of Lee's Summit, Missouri

ETC Institute
 725 W. Frontier Lane,
 Olathe, Kansas
 66061

March 2019

City of Lee's Summit Business Plan
 2013-2018

VISION

A Culturally Rich Community with Diverse Economic Sectors to Create a Prosperous and Dynamic Community in Perpetuity

MISSION

Our mission is to create positive community relationships and a progressive organization delivering valued programs and services.

CORE VALUES

Professionalism, Trustworthy, Customer Focus, Communication, Accountability, Collaborative, Innovation, Engaged

GOALS & OBJECTIVES

- Customer Focus**
 - Ensure customer engagement
 - Maximize customer satisfaction through proactive and effective relationship building
 - Foster customer self-sufficiency (technology)
 - Ensure Employee satisfaction and engagement
 - Proactively manage workforce capacity and capability
 - Foster employee technological self-sufficiency
- Delivery of Services**
 - Utilize technology to facilitate optimum delivery of services
 - Ensure a systems-based process to organizational management and planning
 - Ensure City infrastructure supports and facilitates the delivery of service to customers
 - Ensure the delivery of the right services at the right time to customers
- Workforce**
- Communication**
 - Maximize employee effectiveness through internal communication
 - Ensure effective stakeholder and citizen satisfaction through external communication
- Fiscal Accountability**
 - Ensure financial resources are available to meet strategic and daily operational needs effectively and efficiently
 - Effectively communicate financial tools and results to stakeholders

Community						
	Result 1 Strategic Economic Growth and Development	Result 2 Strong Neighborhoods	Result 3 Cultural and Recreational Amenities	Result 4 Community Health and Wellbeing	Result 5 Infrastructure and Transportation	Result 6 Safe and Secure Community
	Build an adequate framework for continued growth in a changing environment.	Maintain thriving, quality neighborhoods that connect a diversity of residents throughout the community.	Create a community that celebrates, welcomes, and supports cultural arts and recreation amenities.	Support a healthy, happy community by improving healthy lifestyle choices and opportunities.	Sustain and enhance City infrastructure to protect a high quality of life.	Sustain and enhance safety and security throughout the community to protect a high quality of life.
Definition 1	<p>Diverse Economic Base</p> <p>Facilitates business development and growth through appropriate incentives, shared resources, community partnerships and "business-friendly", efficient processes to define and plan for a diversified economic base.</p> <p>(SP1A; SP6)</p>	<p>Affordable, Diverse Housing Options</p> <p>Supports the availability of diverse and affordable housing choices that meet the needs of the community.</p> <p>(SP2A; SP2B)</p>	<p>Events</p> <p>Promotes and supports a variety of affordable, accessible and safe community and cultural events, celebrations and entertainment opportunities that promote a spirit of community and attract residents and visitors.</p> <p>(SP3A; CS5; CS14)</p>	<p>Mental Health/ Vulnerable Populations</p> <p>Monitors the physical, mental and socioeconomic well-being of the community, actively partnering with others to improve the situations of those in need.</p> <p>(SP5A; CS1; CS2)</p>	<p>Facilities</p> <p>Continuously improves and invests in well-maintained, safe and effective public infrastructure network and accessible, efficient, adequately regulated city facilities.</p> <p>(SP7; SP7B; CS3; BP2C)</p>	<p>Protection and Enforcement</p> <p>Protects the community from harm, justly and fairly enforces the law, reduces the occurrence of crime, promptly responds to calls for service and is well-prepared for all emergency situations.</p> <p>(SP7; SP7B; CS1; CS2)</p>
Definition 2	<p>Business Attraction and Retention</p> <p>Attracts, recruits and retains economically sustainable, diverse, well-balanced mix of targeted business and industry that enhance job creation.</p> <p>(SP1; SP1B; SP6)</p>	<p>Code Enforcement</p> <p>Upholds community standards for safety and appearance through selective and proactive code enforcement.</p> <p>(SP2C; CS9)</p>	<p>Facilities</p> <p>Invests and maintains public facilities and infrastructure that are functional, long-lasting and safe; providing gathering places and connecting the community</p> <p>(SP3C; CS5; CS14; BP2C)</p>	<p>Community Fitness</p> <p>Offers a variety of accessible and affordable indoor and outdoor recreational/leisure-time programs and activities to meet a variety of diverse interests and promote a healthy lifestyle.</p> <p>(SP5B; CS5)</p>	<p>Transportation</p> <p>Continuously and proactively maintains, repairs, improves and invests in its transportation infrastructure (roadways, bridges, street lights, and sidewalks).</p> <p>(SP7; SP7B; CS3; BP2C)</p>	<p>Emergency Response</p> <p>Provides for a well-planned, effective and prompt response to emergencies of all kinds, including individual calls for service, fires, public safety threats and natural disasters.</p> <p>(SP7; SP7B; CS1; CS2)</p>
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Community						
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Definition 4	<p>Transportation Connectivity</p> <p>Provides for a safe, integrated transportation network that supports mobility and ensures local and regional connectivity for all users. (SP7B; CS3; CS5; BP2C)</p>	<p>Transportation Network</p> <p>Provides a public transportation network that is well maintained, well lit, accessible, and enhances traffic flow and mobility for vehicles, cyclists, and pedestrians. (SP7B; CS3; CS5; CS6; BP2C)</p>	<p>Programs</p> <p>Provides a diverse mix of affordable, safe and convenient recreational and leisure-time venues and programs that meet the interests and needs of a variety of ages and abilities. (SP3; CS5)</p>	<p>Informed, Engaged and Educated Citizens</p> <p>Utilizes existing and develops new approaches to foster and facilitate community involvement, participation, engagement and collaboration. (SP5; SP4A; SP4B)</p>	<p>Traffic and Congestion Management</p> <p>Designs and builds an accessible, convenient transportation system that reduces congestion, improves traffic flow and enhances mobility. (SP7; SP7B; CS6)</p>	<p>Well Built, Safe Structures</p> <p>Provides for appropriately designed, structurally sound and adequately regulated buildings and infrastructure, as well as safe, well-maintained parks, open spaces and public spaces. (SP7; CS3; CS4; CS5; CS8; CS11; BP2C)</p>
Definition 5	<p>Amenities that Attract Businesses and Workers</p> <p>Provides for a quality of life that attracts, sustains and retains diverse businesses, educated and skilled workers, and creative entrepreneurs. (SP3; SP6A; SP7; CS5)</p>	<p>Community Collaboration and Education</p> <p>Proactively partners with residents, businesses and community groups to address issues, seek input, facilitate effective communication and educate the community on resources and opportunities. (SP2D; SP4; SP6B; CS10; CS14)</p>	<p>Cultural Arts</p> <p>Advances cultural enrichment by encouraging and supporting the visual, performing, graphic and literary arts and promoting multi-cultural events and preserving its historical heritage. (SP3; SP3A; SP3C; CS14)</p>			<p>Safe Transportation Infrastructure</p> <p>Plans, designs and builds transportation infrastructure to ensure safety for all users including vehicles, cyclists, and pedestrians. (SP7; CS3; BP2C)</p>
Definition 6	<p>Purposeful Growth</p> <p>Encourages and supports strategically planned and well-designed mixed use development and redevelopment, enhancing its desirability as a great place to live and work. (SP7A; CS7)</p>	<p>Water Quality and Treatment</p> <p>Provides, maintains and improves a reliable infrastructure system that delivers safe, clean water, effectively manages wastewater treatment and ensures efficient storm water collection and drainage. (SP7B; CS4; CS8; CS11)</p>				
Definition 7		<p>Amenities that Attract and Retain Residents</p> <p>Attracts and retains a diversity of residents by providing a quality of life and the amenities which help to maintain thriving, quality neighborhoods throughout the community. (SP3; SP7; CS5)</p>				

Governance						
	Result 1	Result 2	Result 3	Result 4	Result 5	Result 6
	Stewardship	Communication and Engagement	Forward Thinking and Innovation	Transparency and Accountability	Customer Experience	High Performing Organization
	Embrace resource stewardship to mitigate risk and foster sustainability.	Actively communicate and engage to provide information and seek input on issues and decisions.	Utilize innovative and forward thinking practices and approaches to deliver services.	Transparency and accountability are evident in our actions.	Utilize practices and processes to foster a positive customer experience.	Utilizes resources and provides support for continuous improvement and development.
Definition 1	<p>Resource Stewardship</p> <p>Provides stewardship and manages the sustainability of financial, human, and physical resources to ensure resources are available to meet strategic and daily operational needs.</p> <p>(SP1D; BP5A)</p>	<p>Communication</p> <p>Maximize employee effectiveness by ensuring two-way communication and encouraging input and feedback.</p> <p>(CS10; BP4A)</p>	<p>Forward Thinking Planning</p> <p>Supports decision-making and planning with timely and accurate short-term and long-range analysis that enhances vision and is forward thinking.</p> <p>(SP1C; SP7A; BP2B)</p>	<p>Proactive Information Sharing</p> <p>Proactively share and publish information to increase transparency and enhance accountability.</p> <p>(SP4; CS10; BP1A; BP5B)</p>	<p>Practices and Processes</p> <p>Utilizes technology, best practices, and innovative processes to meet customer needs.</p> <p>(CS13; BP1, BP2A-D)</p>	<p>Development</p> <p>Focuses on equipping, training and continuously expanding the abilities of decision-makers, leadership, management and staff to successfully accomplish goals and objectives.</p> <p>(BP3A; BP3B; BP3C)</p>
Definition 2	<p>Risk Mitigation</p> <p>Provides assurance of regulatory and policy compliance to mitigate risk and utilize resources appropriately.</p> <p>(BP5)</p>	<p>Accurate and Timely</p> <p>Delivers responsive, accurate, and timely information to communicate and engage employees and stakeholders.</p> <p>(BP4A; BP4B)</p>	<p>Collaboration and Partnerships</p> <p>Advances City interests and service delivery through collaboration and partnerships with local, regional and national partners and stakeholders.</p> <p>(SP6B)</p>	<p>Compliance</p> <p>Enables compliance with laws, ordinances, regulations and policies to ensure accountability.</p> <p>(BP Values)</p>	<p>Experience</p> <p>Enhances customer experience through proactive and effective relationship building, timely and effective collaboration, and from seeking input and feedback from customers.</p> <p>(CS13; BP1A; BP1B)</p>	<p>Invest In, Support and Engage Employees</p> <p>Utilizes resources to maintain and develop an efficient, well-trained and productive workforce dedicated to enriching lives in our community.</p> <p>(BP3A; BP3B; BP3C)</p>

Governance						
	Result 1	Result 2	Result 3	Result 4	Result 5	Result 6
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Definition 3	<p>Long-Term Focus</p> <p>Use of planning and analysis to ensure existing resources are available and sustainable (or potential resources could be made available) to fund services and implement plans. (SP3B; SP1C; BP5)</p>	<p>Secure, Accurate, and Accessible</p> <p>Ensures equal access in providing accurate, accessible, and secure information. (BP4)</p>	<p>Promote Accountability, Integrity, and Best Practices</p> <p>Support ongoing organizational innovation and efficient work processes to enhance accountability, knowledge, and best practices. (BP2B)</p>	<p>Evidence and Data Based</p> <p>Supports evidence-based decisions and reviews utilizing data, forecasts, and analysis to foster transparency and ensure accountability. (BP Values and SP Values)</p>	<p>Self-Sufficiency</p> <p>Processes, practices, and delivery methods allow for customer self-service and enhance self-sufficiency. (CS13; BP1C, BP3C)</p>	<p>Provide Necessary Resources and Information</p> <p>Provides the necessary resources (i.e. equipment, tools, technology, materials, etc.) and information so employees are able to provide high quality services. (BP3B; BP3C)</p>
Definition 4	<p>Resiliency</p> <p>Use of resources (i.e. human, technologies, systems, financial, etc.) contributes to or improves resiliency. (BP2A, BP2B, BP2C)</p>	<p>Communication Practices and Mediums</p> <p>Utilizes communication practices and mediums to engage and inform stakeholders, facilitate feedback, and encourage input in making decisions. (BP4A; BP4B)</p>				<p>Workforce: Attract, Recruit, Motivate, and Retain</p> <p>Attracts, recruits, motivates and retains a high-quality, diverse, engaged and productive workforce. (BP3A)</p>

The letters/ numbers in red after the definition are the cross references to the documents.

SP = Strategic Plan CS = Citizen Survey BP = Business Plan

Result 1 Strategic Economic Growth and Development	Result 2 Strong Neighborhoods
Build an adequate framework for continued growth in a changing environment.	Maintain thriving, quality neighborhoods that connect a diversity of residents throughout the community.
<p>Diverse Economic Base</p> <p>Facilitates business development and growth through appropriate incentives, shared resources, community partnerships and "business-friendly", efficient processes to define and plan for a diversified economic base.</p> <p>(SP1A; SP6)</p>	<p>Affordable, Diverse Housing Options</p> <p>Supports the availability of diverse and affordable housing choices that meet the needs of the community.</p> <p>(SP2A; SP2B)</p>



CRITICAL SUCCESS FACTORS

SP1  **STRATEGIC ECONOMIC DEVELOPMENT** - build an adaptable environment.

OBJECTIVES:

- A** - Define and plan for a diversified economic base
- B** - Focus recruitment and retention efforts
- C** - Implement economic development plans
- D** - Ensure fiscal sustainability

SP2  **STRONG NEIGHBORHOODS WITH HOUSING CHOICES** - maintain and connect a diversity of residents throughout the community.

OBJECTIVES:

- A** - Encourage affordable housing

PBB Implementation Team

- Bette Wordelman, Finance
- Brian Austerman, Fire
- Carole Culbertson, Parks and Recreation
- Chris Clubine, Administration
- Mathew Garrett, Parks and Recreation
- Sarah Shore, Public Works
- Steve Marsh, ITS

Questions?

What do we do?

Getting started with Priority Based Budgeting

GETTING STARTED

To implement a Priority Based Budget an organization will need to ask three questions: ***What do we do?***, ***What does it cost?*** and ***Why are we in business?*** To answer these questions costs are allocated to programs and then those programs are scored. Once a Priority Based Budget is established an organization can then work to allocate resources to programs that are most aligned with their results.

KEY TERMS

Priority Based Budgeting

PBB is a budget methodology that helps improve decision-making

Program Inventory

A list of services that the organization provides which is needed to implement Priority Based Budgeting

Costs

Originate from the line item budget and are separated into Personnel and Non-Personnel costs

OnlinePBB

Software-as-a-Service application to manage and analyze a Priority Based Budget

THREE REASONS FOR PRIORITY BASED BUDGETING

1

ACTIONABLE RESULTS

Allocate resources to where they benefit the community the most

2

BEST PRACTICE

Recognized as a best practice by ICMA, GFOA, and the NLC

3

COMMUNITIES OF ALL SIZES

PBB works for small towns of a few thousand citizens and large cities with populations near 1 million

Inventory

Cost

Score

Present

Analyze

Programs should be easy to understand and action oriented



Examples: Right-of Way Utility Maintenance, Fire Safety Community Outreach

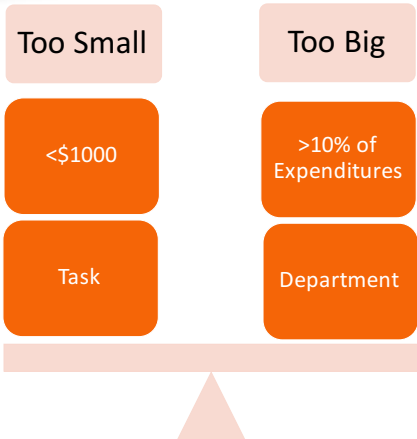
Two types of Programs Community and Governance

Community Programs

External Services that benefit the community
Align better with results like Safety, Economy, Transportation
Examples: Directed Patrol, Snow Removal, Playground Maintenance

Governance Programs

Internal Services that are necessary for the governing of the city or county
Align better with results like Compliance, Decision-Making, Workforce
Examples: Budget Preparation, Payroll, Building Services Contracts



A program should not be a task like, "Supplying Bailiff for the Courtroom" which is too small or a department like, "Municipal Court" which is too big, an example of a program is "Court Security Program"

What does it cost?

Allocating line item costs to programs

PROGRAM COSTING

When allocating an individual's time to programs, many methods will work. You may want to consider having a manager allocate time for their employees. Or, use this as an opportunity to engage employees in the Priority Based Budgeting process and have them allocate their time to the programs they support. When complete, program costing will help answer the question ***What does it cost?*** to provide services to the community.

BENEFITS OF PROGRAM COSTING

1

TRANSPARENCY

Creates a better understanding of the true costs of a service

2

UNDERSTANDING

Provides more meaningful comparisons for citizens and decision makers

3

PLANNING

Shows how the workforce is associated with programs

KEY TERMS

Program Costing

Allocates the line item budget, both Personnel and NonPersonnel costs to the programs previously identified

Allocate FTE

Allocate personnel using a percentage of the time they spend on each program

Allocate Costs

Allocate operating expenses directly or proportionally based on FTE allocation

Program Revenue

Fees for service and grant monies to programs.

Inventory

Cost

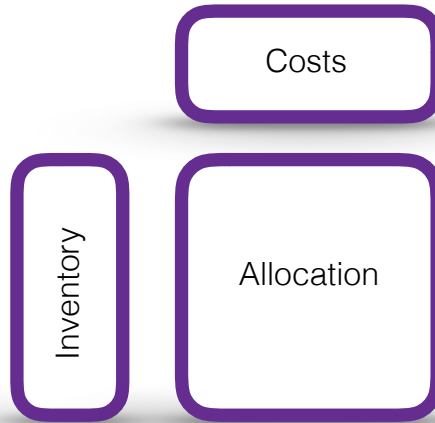
Score

Present

Analyze

Program Costing

Do add and update names and descriptions for Program Inventories



Do allocate costs directly, then spread remaining dollars or time

Don't edit costs, if information needs to be updated contact your super user

BEST PRACTICES

- Try to allocate in multiples of 5%
- Completely allocate Personnel then NonPersonnel
- Directly allocate as much as you know first, before spreading the remaining time or costs



Hour

< 1 min	1%
2 min	3%
3 min	5%
5 min	8%
10 min	17%
15 min	25%
30 min	50%
60 min	100%



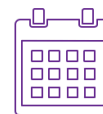
Day

5 min	1%
15 min	3%
30 min	6%
1 hour	13%
2 hours	25%
4 hours	50%
6 hours	75%
1 day	100%



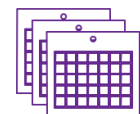
Week

1/2 hour	1%
1 hour	3%
1/2 day	10%
1 day	20%
2 days	40%
3 days	60%
4 days	80%
5 days	100%



Month

1 hour	1%
1/2 day	2%
1 day	5%
1/2 week	13%
1 week	25%
2 weeks	50%
3 weeks	75%
1 month	100%



Year

2 days	1%
1/4 month	2%
1/2 month	4%
1 month	8%
3 months	25%
6 months	50%
8 months	67%
12 months	100%

To get started for a given position, in that budget year, ask yourself how much time do they spend on that program in an hour, day, week, month or year?

Note: When allocating time, a very small or large percentage may indicate a program is too small or too large

Why are we in business?

Prioritizing by scoring programs against results

PROGRAM SCORING

Priority Based Budgeting answers the question ***Why are we in business?*** by defining a list of results that reflect the values of your community. Results are used to score or prioritize programs. Scoring is done internally by the departments and by their peers. Through Peer Review the entire organization will benefit from greater understanding about what services are offered and how these align with results.

KEY TERMS

Results

The goals and objectives and their definitions used to evaluate programs

Basic Program Attributes (BPAs)

All programs are scored against attributes like Mandated to provide a program

Community Results

Only Community programs are scored against results like Safety and Economy

Governance Results

Only Governance programs are scored against results like Compliance and Decision Making

BENEFITS OF PROGRAM SCORING

1

COMMUNICATE

Scoring describes the many ways programs affect the community

2

ALIGNMENT

Apply existing strategic plan and values to the services offered

3

INSIGHT

Know where to allocate resources to make the most significant impact on results

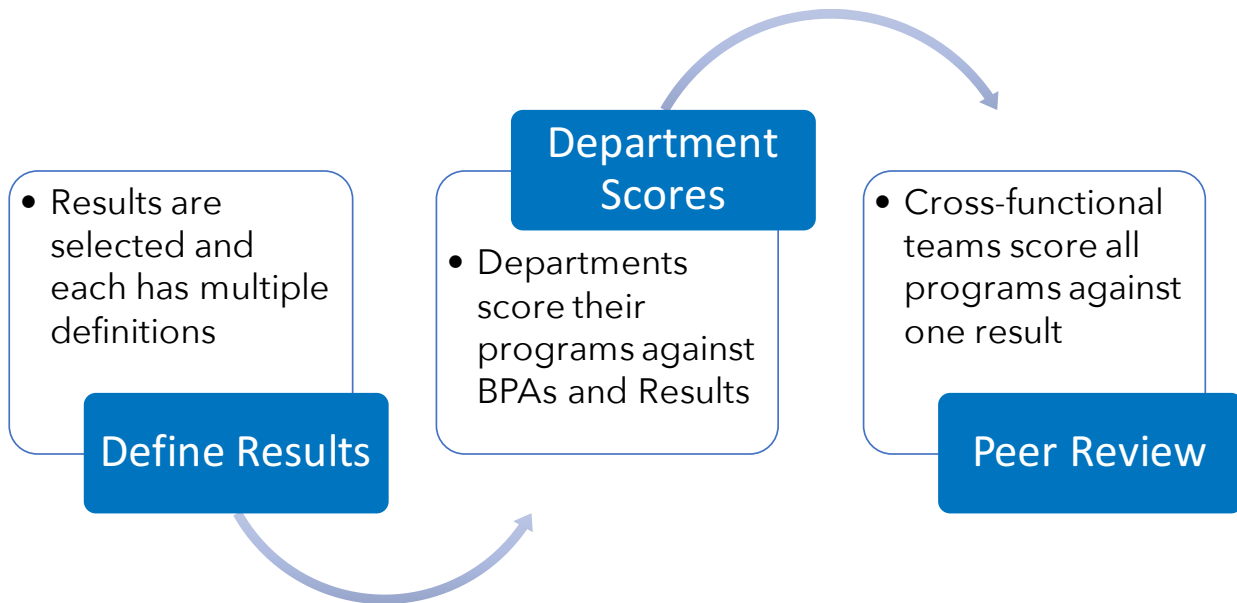
Inventory

Cost

Score

Present

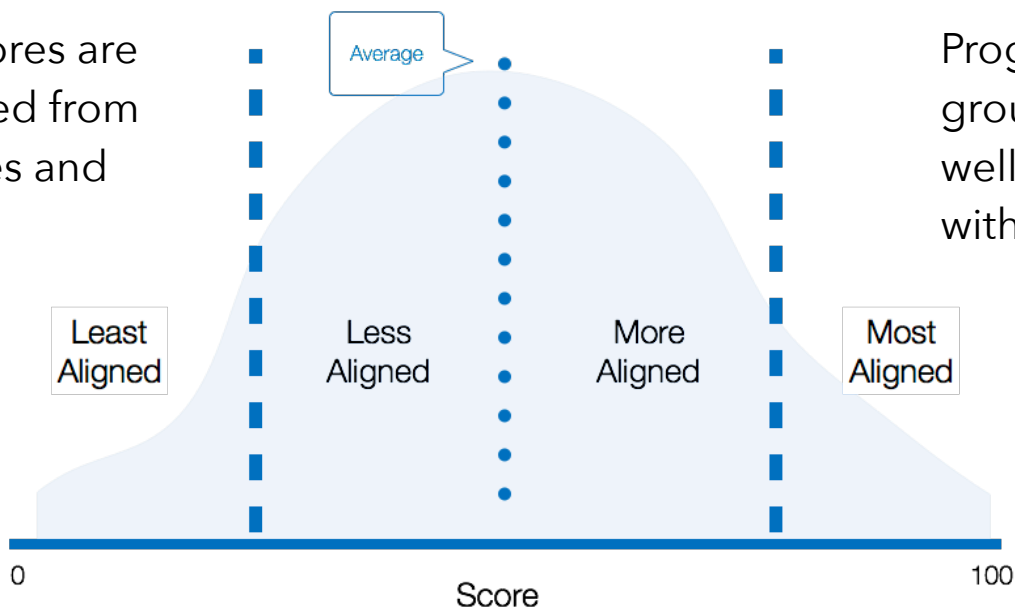
Analyze



REMINDERS FOR SCORING

- Read through ALL the definitions!
- No program will score perfectly
- Consider what criteria would support a score
- If unsure about a program - ask the department
- For Peer Review sort programs from highest to lowest scores

Final scores are calculated from attributes and results



Programs are grouped on how well they align with results

How do we explain PBB?

Presenting your work in Priority Based Budgeting

SHARING THE STORY

Priority Based Budgeting often leads to the question, *How do we explain PBB?* Putting context around PBB is important for those in the organization, elected officials, or constituents. The easiest way to do this is to use the tools to explain who is using PBB, how program budgets are different from a line item budget, and how results and prioritization can share new information about the budget.

KEY TERMS

Program Budget
Line item costs were allocated to programs to determine the true cost of services

Community Results
Only Community programs are scored against results like Safety and Economy

Governance Results
Only Governance programs are scored against results like Compliance and Decision Making

Alignment
Programs in PBB are described as being very aligned or less aligned with the results

THREE KEY PARTS TO EXPLAIN PBB

1

BEST PRACTICE

Recommend by ICMA, GFOA, and NLC

2

PROGRAMS

Explain how the line item budget was used to create a Program Based Budget

3

RESULTS

Demonstrate how the values of the organization were used to prioritize programs

Inventory

Cost

Score

Present

Analyze

Where PBB fits in your organization?

PBB is a part of an organization's overall **impact on the community**



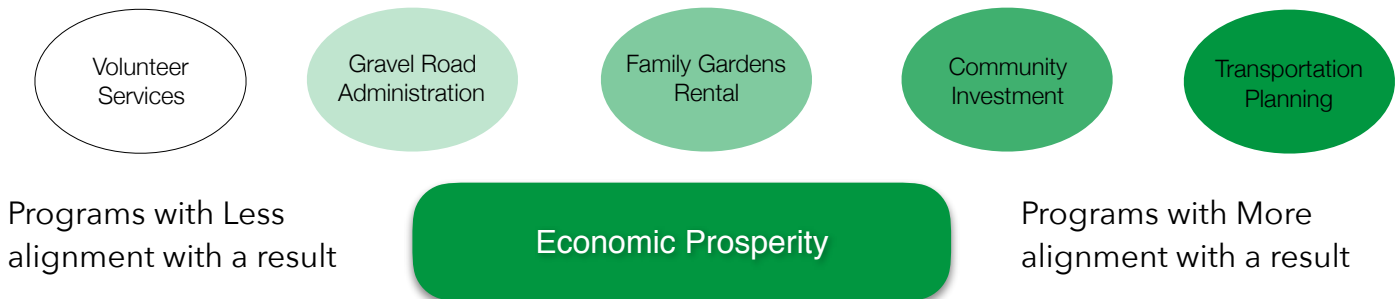
PBB links the **budget** to 4-7 results from the strategic plan

PBB is a recognized **best practice** by ICMA and GFOA

- Internal and External services are described with programs
- The Line item budget is allocated to programs to determine a cost of each service
- Programs are scored against the priorities and attributes

How PBB is used by your organization?

For example, a Community that identifies Economic Prosperity as a Priority would evaluate all services against this result



Aligning programs with your results allows your organization to better understand how and which services help you reach your goals

What to do with PBB data?

Analyzing data and taking action to achieve results

TAKING ACTION – ANALYZING PROGRAMS

Congratulations on completing Priority Based Budget, now the question is, ***What to do with the PBB data?*** Each community's approach is unique, some will incorporate it into their budget book and discuss with their constituents, others will coordinate internally to begin to allocate resources to higher quartiles. We recommend starting by asking the right questions.

KEY TERMS

PBB BluePrint

A process flow to consider what changes are possible for your programs

Resource Alignment

Use filters by Program Type, Fund, or Result to identify programs for further study

PBB Quartiles

Groups of programs determined by the scoring process, Q1 programs were most aligned with results and Q4 programs were least aligned

Policy Questions

Preset filters based on PBB best practice used to identify opportunities

QUESTIONS TO ASK WHEN ANALYZING PBB DATA

1

WHAT STANDS OUT?

Look at the highest and lowest programs based on cost

2

WHAT SCORED WELL?

Review the highest and lowest scoring programs

3

WHAT TYPES OF CHANGES?

Use the five policy questions filters or reports to find programs for specific changes

Inventory

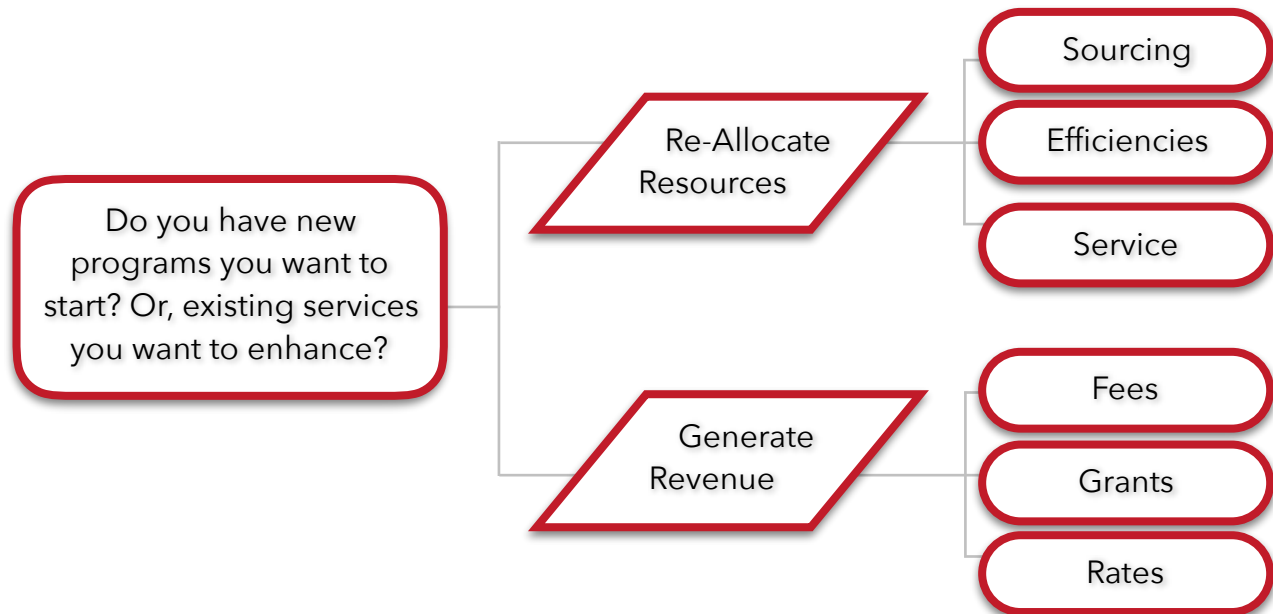
Cost

Score

Present

Analyze

How to take action on the data?



All organizations have constraints on time and budget, **maximize the impact**, by finding ways to re-allocate existing resources to the areas of greatest need

Finding Opportunities using Policy Questions

Sourcing	Is there an opportunity for a partnership?
Efficiencies	Is there a technology or process that can free up resources?
Service Levels	Is it possible to reduce service levels in one area to free them up for another?
Fees	Do our fees cover the costs of the service?
Grants	Are we reporting the true costs of services to grant agencies?
Rates	Would it be possible to increase rates or taxes?

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Definition 2	Business Attraction and Retention Attracts, recruits and retains economically sustainable, diverse, well-balanced mix of targeted business and industry that enhance job creation. (SP1; SP1B; SP6)	Code Enforcement Upholds community standards for safety and appearance through selective and proactive code enforcement. (SP2C; CS9)	Facilities Invests and maintains public facilities and infrastructure that are functional, long-lasting and safe; providing gathering places and connecting the community (SP3C; CS5; CS14; BP2C)	Community Fitness Offers a variety of accessible and affordable indoor and outdoor recreational/leisure-time programs and activities to meet a variety of diverse interests and promote a healthy lifestyle. (SP5B; CS5)	Transportation Continuously and proactively maintains, repairs, improves and invests in its transportation infrastructure (roadways, bridges, street lights, and sidewalks). (SP7; SP7B; CS3; BP2C)	Emergency Response Provides for a well-planned, effective and prompt response to emergencies of all kinds, including individual calls for service, fires, public safety threats and natural disasters. (SP7; SP7B; CS1; CS2)
Definition 3	Workforce Development Proactively collaborates with stakeholders to promote quality job creation and retention, offering a broad range of well-paying employment opportunities, and providing a skilled, educated workforce that meets the needs of employers. (SP1; SP6A; SP6B)	Safe and Quality Neighborhoods Creates an environment where residents feel safe and secure in their homes, neighborhoods and public spaces. (SP2; SP7; CS1; CS2)	Parks and Open Spaces Develops, preserves, enhances and invests in its community parks, neighborhood parks, open spaces, green spaces, lakes and waterways, ensuring they are safe, clean, attractive and accessible. (SP3C; CS5)	Spirit of Community Empowers citizens to be partners in a connected community, providing opportunities for volunteerism, partnerships, and community input. (SP5C; CS14)	Infrastructure Designs, builds, improves, and proactively maintains an infrastructure system that provides safe, affordable, and reliable water, sewer, and storm water services. (SP7; SP7B; CS4; CS8; CS11; BP2C)	Safety Presence Fosters a feeling of safety through a visible and approachable public safety presence and proactive prevention. (SP7; SP7B; CS1; CS2; CS12)
Definition 4	Transportation Connectivity Provides for a safe, integrated transportation network that supports mobility and ensures local and regional connectivity for all users. (SP7B; CS3; CS5; BP2C)	Transportation Network Provides a public transportation network that is well maintained, well lit, accessible, and enhances traffic flow and mobility for vehicles, cyclists, and pedestrians. (SP7B; CS3; CS5; CS6; BP2C)	Programs Provides a diverse mix of affordable, safe and convenient recreational and leisure-time venues and programs that meet the interests and needs of a variety of ages and abilities. (SP3; CS5)	Informed, Engaged and Educated Citizens Utilizes existing and develops new approaches to foster and facilitate community involvement, participation, engagement and collaboration. (SP5; SP4A; SP4B)	Traffic and Congestion Management Designs and builds an accessible, convenient transportation system that reduces congestion, improves traffic flow and enhances mobility. (SP7; SP7B; CS6)	Well Built, Safe Structures Provides for appropriately designed, structurally sound and adequately regulated buildings and infrastructure, as well as safe, well-maintained parks, open spaces and public spaces. (SP7; CS3; CS4; CS5; CS8; CS11; BP2C)
Definition 5	Amenities that Attract Businesses and Workers Provides for a quality of life that attracts, sustains and retains diverse businesses, educated and skilled workers, and creative entrepreneurs. (SP3; SP6A; SP7; CS5)	Community Collaboration and Education Proactively partners with residents, businesses and community groups to address issues, seek input, facilitate effective communication and educate the community on resources and opportunities. (SP2D; SP4; SP6B; CS10; CS14)	Cultural Arts Advances cultural enrichment by encouraging and supporting the visual, performing, graphic and literary arts and promoting multi-cultural events and preserving its historical heritage. (SP3; SP3A; SP3C; CS14)			Safe Transportation Infrastructure Plans, designs and builds transportation infrastructure to ensure safety for all users including vehicles, cyclists, and pedestrians. (SP7; CS3; BP2C)
Definition 6	Purposeful Growth Encourages and supports strategically planned and well-designed mixed use development and redevelopment, enhancing its desirability as a great place to live and work. (SP7A; CS7)	Water Quality and Treatment Provides, maintains and improves a reliable infrastructure system that delivers safe, clean water, effectively manages wastewater treatment and ensures efficient storm water collection and drainage. (SP7B; CS4; CS8; CS11)				
Definition 7		Amenities that Attract and Retain Residents Attracts and retains a diversity of residents by providing a quality of life and the amenities which help to maintain thriving, quality neighborhoods throughout the community. (SP3; SP7; CS5)				

Governance						
	Result 1	Result 2	Result 3	Result 4	Result 5	Result 6
	Stewardship	Communication and Engagement	Forward Thinking and Innovation	Transparency and Accountability	Customer Experience	High Performing Organization
	Embrace resource stewardship to mitigate risk and foster sustainability.	Actively communicate and engage to provide information and seek input on issues and decisions.	Utilize innovative and forward thinking practices and approaches to deliver services.	Transparency and accountability are evident in our actions.	Utilize practices and processes to foster a positive customer experience.	Utilizes resources and provides support for continuous improvement and development.
Definition 1	Resource Stewardship Provides stewardship and manages the sustainability of financial, human, and physical resources to ensure resources are available to meet strategic and daily operational needs. (SP1D; BP5A)	Communication Maximize employee effectiveness by ensuring two-way communication and encouraging input and feedback. (CS10; BP4A)	Forward Thinking Planning Supports decision-making and planning with timely and accurate short-term and long-range analysis that enhances vision and is forward thinking. (SP1C; SP7A; BP2B)	Proactive Information Sharing Proactively share and publish information to increase transparency and enhance accountability. (SP4; CS10; BP1A; BP5B)	Practices and Processes Utilizes technology, best practices, and innovative processes to meet customer needs. (CS13; BP1, BP2A-D)	Development Focuses on equipping, training and continuously expanding the abilities of decision-makers, leadership, management and staff to successfully accomplish goals and objectives. (BP3A; BP3B; BP3C)
Definition 2	Risk Mitigation Provides assurance of regulatory and policy compliance to mitigate risk and utilize resources appropriately. (BP5)	Accurate and Timely Delivers responsive, accurate, and timely information to communicate and engage employees and stakeholders. (BP4A; BP4B)	Collaboration and Partnerships Advances City interests and service delivery through collaboration and partnerships with local, regional and national partners and stakeholders. (SP6B)	Compliance Enables compliance with laws, ordinances, regulations and policies to ensure accountability. (BP Values)	Experience Enhances customer experience through proactive and effective relationship building, timely and effective collaboration, and from seeking input and feedback from customers. (CS13; BP1A; BP1B)	Invest In, Support and Engage Employees Utilizes resources to maintain and develop an efficient, well-trained and productive workforce dedicated to enriching lives in our community. (BP3A; BP3B; BP3C)
Definition 3	Long-Term Focus Use of planning and analysis to ensure existing resources are available and sustainable (or potential resources could be made available) to fund services and implement plans. (SP3B; SP1C; BP5)	Secure, Accurate, and Accessible Ensures equal access in providing accurate, accessible, and secure information. (BP4)	Promote Accountability, Integrity, and Best Practices Support ongoing organizational innovation and efficient work processes to enhance accountability, knowledge, and best practices. (BP2B)	Evidence and Data Based Supports evidence-based decisions and reviews utilizing data, forecasts, and analysis to foster transparency and ensure accountability. (BP Values and SP Values)	Self-Sufficiency Processes, practices, and delivery methods allow for customer self-service and enhance self-sufficiency. (CS13; BP1C, BP3C)	Provide Necessary Resources and Information Provides the necessary resources (i.e. equipment, tools, technology, materials, etc.) and information so employees are able to provide high quality services. (BP3B; BP3C)
Definition 4	Resiliency Use of resources (i.e. human, technologies, systems, financial, etc.) contributes to or improves resiliency. (BP2A, BP2B, BP2C)	Communication Practices and Mediums Utilizes communication practices and mediums to engage and inform stakeholders, facilitate feedback, and encourage input in making decisions. (BP4A; BP4B)				Workforce: Attract, Recruit, Motivate, and Retain Attracts, recruits, motivates and retains a high-quality, diverse, engaged and productive workforce. (BP3A)

SP = Strategic Plan



CRITICAL SUCCESS FACTORS

SP1



STRATEGIC ECONOMIC DEVELOPMENT - build an adaptable framework for continued growth in a changing environment.

OBJECTIVES:

- A • Define and plan for a diversified economic base
- B • Focus recruitment and retention efforts
- C • Implement economic development plans
- D • Ensure fiscal sustainability

SP2



STRONG NEIGHBORHOODS WITH HOUSING CHOICES - maintain thriving, quality neighborhoods that connect a diversity of residents throughout the community.

OBJECTIVES:

- A • Encourage affordable housing
- B • Consider policies to diversify housing choices
- C • Develop an approach to selective, proactive code enforcement
- D • Educate the community on resources and opportunities

SP3



CULTURAL AND RECREATIONAL AMENITIES - create a community that celebrates, welcomes, and supports cultural arts and recreation amenities.

OBJECTIVES:

- A • Expand cultural and recreation events
- B • Identify funding opportunities to support amenities and implement current plans
- C • Prioritize cultural and recreational space needs

SP4



COMMUNITY ENGAGEMENT - create a healthy and balanced community for all voices.

OBJECTIVES:

- A • Develop new approaches for inclusive engagement
- B • Diversify digital tools for community engagement

SP5



COMMUNITY HEALTH AND WELLBEING - support a healthy, happy community by improving healthy lifestyle choices and opportunities.

OBJECTIVES:

- A • Develop mental health wellbeing
- B • Develop and support community fitness opportunities
- C • Foster Lee's Summit's unique spirit of community and culture of caring

SP6



COLLABORATIVE RELATIONS WITH EDUCATION PARTNERS - enhance and plan for educational opportunities to support economic development.

OBJECTIVES:

- A • Expand student engagement in the workforce
- B • Create opportunities to collaborate

SP7



CITY SERVICES AND INFRASTRUCTURE - sustain and enhance City services to protect a high quality of life.

OBJECTIVES:

- A • Develop and plan for purposeful growth
- B • Ensure City services support quality of life: public safety, transportation, infrastructure, City workforce

CITY OF LEE'S SUMMIT COMMUNITY STRATEGIC PLAN

STRATEGIC PLAN FRAMEWORK



Vision

Lee's Summit: A vibrant community ensuring the finest quality of life for all generations



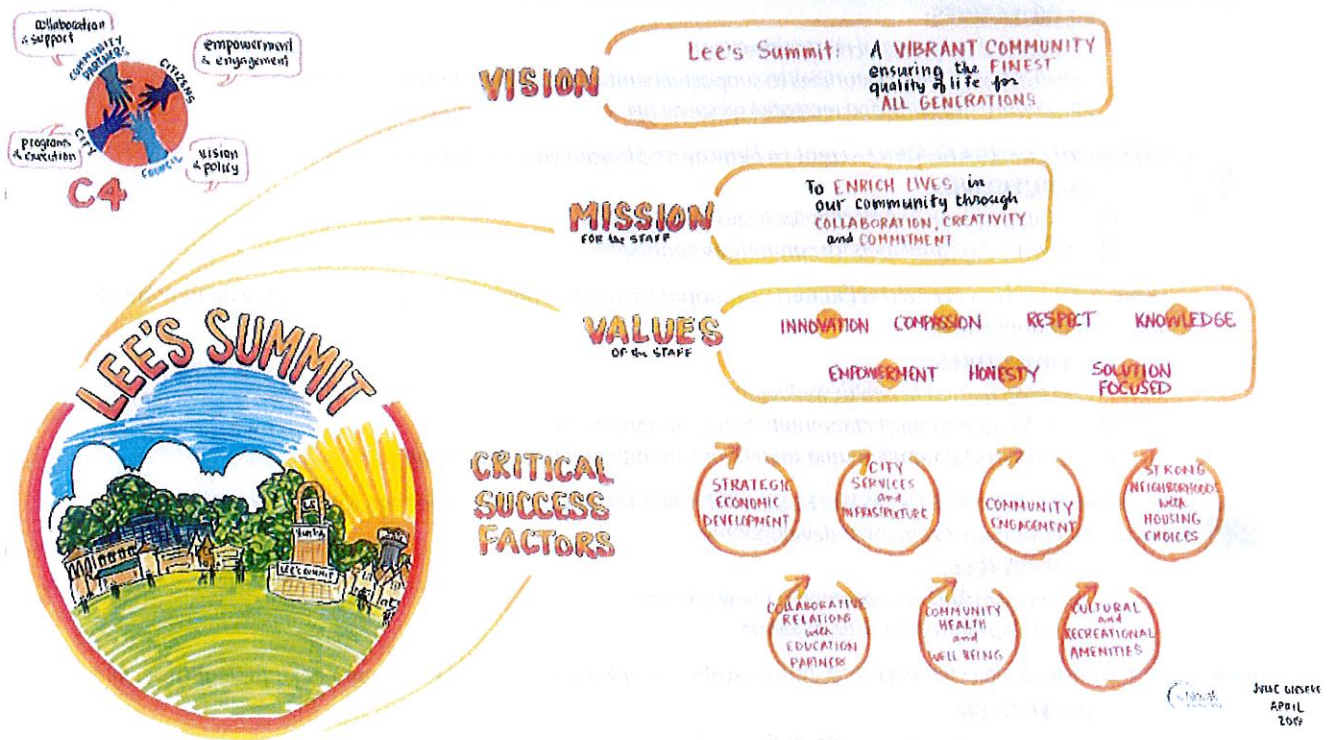
Organizational Mission

To enrich lives in our community through collaboration, creativity, and commitment



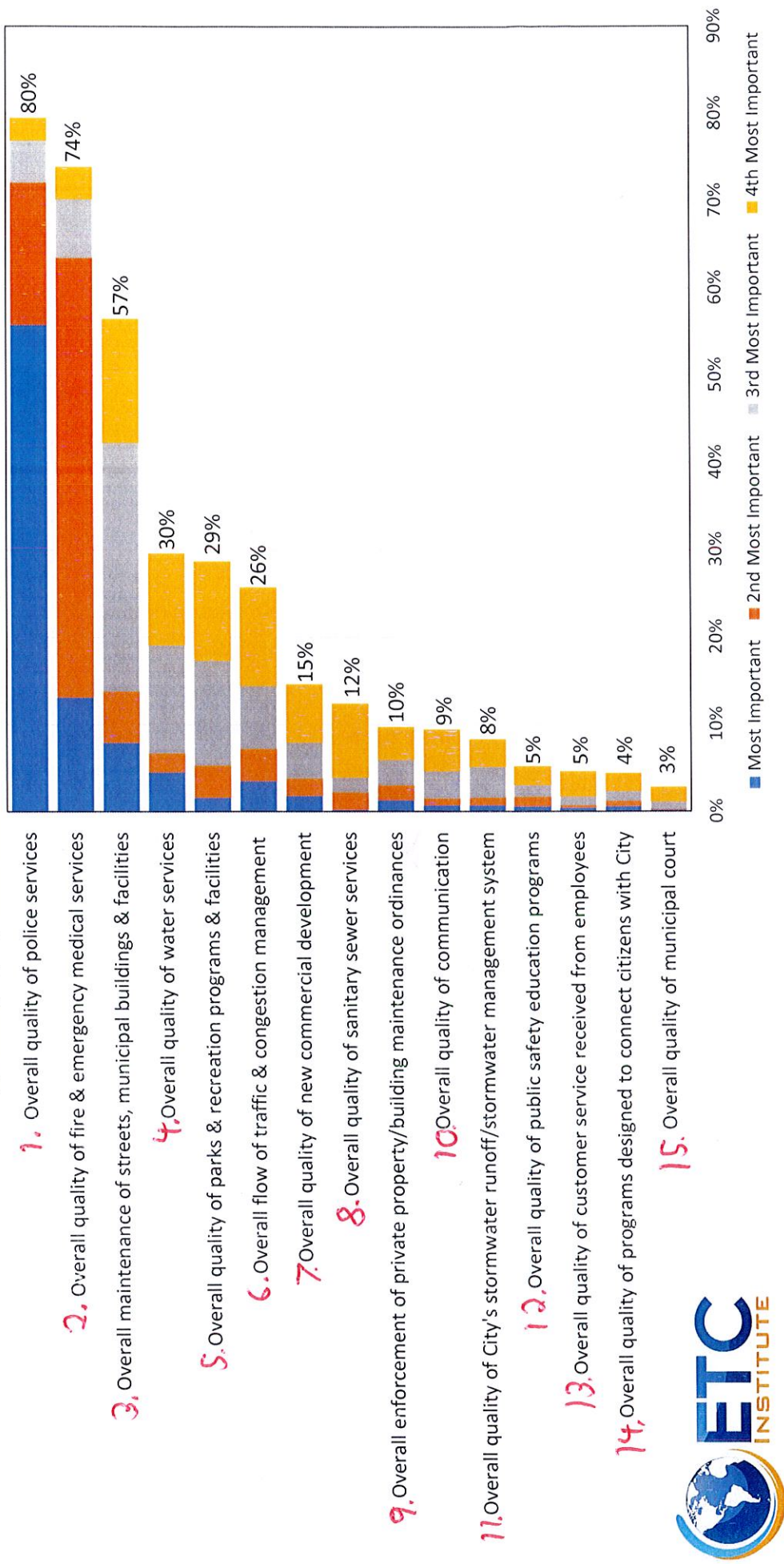
Organizational Values

Innovation, Compassion, Respect, Knowledge, Empowerment, Honesty, Solution Focused



Q6. City Service Items Respondents Think are Most Important for the City to Provide

by percentage of respondents who selected the item as one of their top four choices



BP = Business Plan

City of Lee's Summit - Five Year Goals and Objectives

The goals and objectives identified will remain in place for the five year timeframe of the business plan. They will be reviewed annually, but unless significant changes occur in the direction of the organization or the industry, they will remain in place for the duration of the plan. Five goal areas were identified.

BP1 Goal One: Customer Focus

Objectives:

- A • Ensure customer engagement
- B • Maximize customer satisfaction through proactive and effective relationship building
- C • Foster customer self-sufficiency with a focus on technology

BP2 Goal Two: Delivery of Services

Objectives:

- A • Utilize technology to facilitate optimum delivery of services
- B • Ensure a systems-based process to organizational management and planning
- C • Ensure City infrastructure supports and facilitates the delivery of service to customers
- D • Ensure the delivery of the right services at the right time to customers

BP3 Goal Three: Workforce Focus

Objectives:

- A • Ensure employee satisfaction and engagement
- B • Proactively manage workforce capacity and capability
- C • Foster employee technological self-sufficiency

BP4 Goal Four: Communication

Objectives:

- A • Maximize employee effectiveness through internal communication
- B • Ensure effective stakeholder and citizen satisfaction through external communication

BP5 Goal Five: Fiscal Accountability

Objectives:

- A • Ensure financial resources are available to meet strategic and daily operational needs effectively and efficiently
- B • Effectively communicate financial tools and results to stakeholders

City of Lee's Summit Business Plan

2013-2018

VISION

A Culturally Rich Community with Diverse Economic Sectors to Create a Prosperous and Dynamic Community in Perpetuity

MISSION

Our mission is to create positive community relationships and a progressive organization delivering valued programs and services.

CORE VALUES

Professionalism, Trustworthy, Customer Focus, Communication, Accountability, Collaborative, Innovation, Engaged

GOALS & OBJECTIVES

1. Customer Focus

- ◆ Ensure customer engagement
- ◆ Maximize customer satisfaction through proactive and effective relationship building
- ◆ Foster customer self-sufficiency (technology)

2. Delivery of Services

- ◆ Utilize technology to facilitate optimum delivery of services
- ◆ Ensure a systems-based process to organizational management and planning
- ◆ Ensure City infrastructure supports and facilitates the delivery of service to customers
- ◆ Ensure the delivery of the right services at the right time to customers

3. Workforce

- ◆ Ensure Employee satisfaction and engagement
- ◆ Proactively manage workforce capacity and capability
- ◆ Foster employee technological self-sufficiency

4. Communication

- ◆ Maximize employee effectiveness through internal communication
- ◆ Ensure effective stakeholder and citizen satisfaction through external communication

5. Fiscal Accountability

- ◆ Ensure financial resources are available to meet strategic and daily operational needs effectively and efficiently
- ◆ Effectively communicate financial tools and results to stakeholders

Packet Information

File #: 2019-3027, **Version:** 2

Discussion of Special Event Charges

Issue/Request:

Chairman Johnson would like the committee to discuss this topic.