



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

Monday, November 5, 2018

5:00 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. [2018-2391](#) Approval of Action Letter from the September 5, 2018 Finance and Budget Committee meeting.
 - B. [2018-2394](#) Investment Portfolio Report for the quarter ending September 30, 2018
Presenter: Sherri Staub, Cash Management Officer
 - C. [2018-2393](#) Discussion of new revenue sources and cost reductions.
Presenter: Bette Wordelman, Finance Director
 - D. [2018-2395](#) Presentation regarding the City's capacity for debt issuance.
Presenter: Bette Wordelman, Finance Director
 - E. [TMP-1047](#) An Ordinance Approving the Award of Bid No. 2019-031 for the Acquisition of a Unitrends Data Back Up Solution from Alexander Open Systems and Authorizing the City Manager to Execute and Enter into an Agreement for the Same in the Amount of \$137,156.22.
Presenter: Stephen L. Marsh, Chief Technology Officer
 - F. [TMP-1049](#) An Ordinance Approving the Use of a Cooperative Purchase Agreement between Cooperating School Districts Of Greater Kansas City, Inc. and Alexander Open Systems, Inc., Contract # C062518, to Purchase Hardware, Software, and Services.
Presenter: Stephen L. Marsh, Chief Technology Officer

- G. [TMP-1048](#) 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 Jackson County, Missouri for parking accommodations for the 2018 Trip the Light Fantastic Bike Ride.
Presenter: Jackie McCormick Heanue, Superintendent of Legal Services & Human Resources
- H. [TMP-1050](#) 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 Mid Continent Public Library for Cultural Arts Programming entitled "A Christmas Carol."
Presenter: Jackie McCormick Heanue, Superintendent of Legal Services & Human Resources
- I. [TMP-1053](#) An Ordinance Amending the Schedule of Fees and Charges for the City of Lee's Summit to Establish a Credit Card Service Fee for Property Tax Payments and Fees and Charges for Tax Abatement Incentives, Administration of Tax Increment Financing Plans and Special Funding Districts.
Presenter: Nick Edwards | Assistant City Manager
- J. [TMP-1054](#) An Ordinance Approving Amendment No. 5 to the Budget for the Fiscal Year Ending June 30, 2019, as Adopted by Ordinance No. 8405, by Revising the Authorized Expenditures and Full Time Equivalent for the City of Lee's Summit and Establishing the Annual Budget for Fund 205 - Longview Community Center.
Presenter: Jackie McCormick Heanue | Superintendent of Legal Services and Human Resources
- K. [2018-2396](#) Presentation of FY19 Q1 Financial Dashboards
Presenter: Nick Edwards | Assistant City Manager

6. Roundtable
7. Adjournment

Next Meeting December 3, 2018 5:00 pm

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 #: 2018-2391, **Version:** 1

Approval of Action Letter from the September 5, 2018 Finance and Budget Committee meeting.

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

Monday, October 1, 2018

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. Call to Order
2. Roll Call

Councilmember Binney was not present as an alternate was not needed.

Present: 3 - Councilmember Phyllis Edson
Chairperson Bob Johnson
Councilmember Trish Carlyle

Absent: 2 - Alternate Rob Binney
Vice Chair Beto Lopez

3. Approval of Agenda

On motion by Councilmember Carlyle, seconded by Councilmember Edson, the agenda was approved. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

4. Public Comments

No public comments.

5. Business

- A. [2018-2320](#) Minutes from F&BC Meeting September 10, 2018

On motion by Councilmember Edson, seconded by Councilmember Carlyle the Minutes were approved. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

Finance and Budget Committee

Action Letter

October 1, 2018

B. [2018-2327](#) Communications Center Pricing Proposal (F&BC 10-1-18)

Presenter: Assistant Chief Brian Austerman

Motion by Councilmember Johnson, seconded by Councilmember Carlyle, the Committee voted to forward this Item to the full Council to be discussed in a closed session. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

C. [BILL NO. 18-174](#) An Ordinance approving the Calendar Year 2019 Employee Benefit Programs; approving agreements for services by and between the City of Lee's Summit, Missouri and Blue Cross Blue Shield of Kansas City, VSP, the Standard, New Directions, Taben Group, the Hartford, and Trustmark; and authorizing the City Manager to execute agreements or other documents as necessary to administer employee benefits for Calendar Year 2019 by and on behalf of the City. (F&BC 10-1-18)

Presenter: Anita Dickey, Director of Human Resources

On Motion by Councilmember Carlyle, seconded by Councilmember Edson, this Ordinance was recommended for approval to the City Council - Regular Session due back on 10/16/2018. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

D. [BILL NO. 18-175](#) An Ordinance approving the award of RFP No. 2018-066 for Waste Removal and Recycling Services to WCA of Missouri, LLC based on the attached proposal composite score sheet and authorizing the City Manager to enter into and execute an Agreement No. 2018-066 for the same by and on behalf of the City of Lee's Summit Missouri. (F&BC 10-1-18)

Presenter: Christal Weber, Assistant City Manager of Operations

Motion by Councilmember Carlyle, seconded by Councilmember Edson, this Ordinance was recommended for approval to the City Council - Regular Session due back on 10/16/2018. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

Finance and Budget Committee

Action Letter

October 1, 2018

- E. [BILL NO. 18-177](#) An Ordinance approving Amendment No. 4 to the budget for the fiscal year ending June 30, 2019, as adopted by Ordinance No. 8405, by revising the authorized amount of Full Time Equivalents for the City of Lee's Summit Finance Department. (F&BC 10-1-18)

Presenter: Bette Wordelman, Deputy Finance Director

On motion by Councilmember Edson, seconded by Councilmember Carlyle, this Ordinance was recommended for approval to the City Council - Regular Session due back on 10/16/2018. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

- F. [2018-2319](#) Presentation and consideration of a Resolution funding North Gateway Welcome Monument project and Lee's Summit Municipal Building Authority close out costs. (F&BC 10-1-18)

Presenter: Conrad Lamb, Finance Director

Motion by Councilmember Edson, seconded by Councilmember Carlyle, this Presentation was recommended for approval to the City Council - Regular Session due back on 10/16/2018. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

- G. [BILL NO. 18-169](#) An Ordinance authorizing and directing the issuance of \$3,658,000.00 principal amount of General Obligation Bonds, Series 2018A, and authorizing certain other documents and actions by the City. (F&BC 10-1-18)

Presenter: Conrad Lamb, Finance Director

On Motion by Councilmember Carlyle, seconded by Councilmember Edson, this Ordinance was recommended for approval to the City Council - Regular Session due back on 10/2/2018. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

Finance and Budget Committee

Action Letter

October 1, 2018

- H. [BILL NO. 18-176](#) An Ordinance approving Amendment No. 3 to the original adopted budget, Ordinance No. 8405 for the fiscal year ending June 30, 2019, by revising the authorized expenditures for the City of Lee's Summit to correct an entry error for the Fleet Operations Fund. (F&BC 10-1-18)

Presenter: Nick Edwards | Assistant City Manager

Motion by Councilmember Carlyle, seconded by Councilmember Edson this Ordinance was recommended for approval to the City Council - Regular Session due back on 10/16/2018. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

- I. [2018-2321](#) Review of the FY20 Budget Calendar and Process (F&BC 10-1-18)

Presenter: Nick Edwards | Assistant City Manager

This was a presentation only. No action required..

- J. [BILL NO. 18-168](#) An Ordinance of the City Council of the City of Lee's Summit, Missouri accepting the grant award in the amount of \$450,000 from the U.S. Department of Justice, Office on Violence Against Women, for a collaboration between the City of Lee's Summit and Hope House, Inc. on community-defined solutions to violence against women. (F&BC 10-1-18)

Recommendation: Recommendation: Motion by Councilmember Edson, seconded by Councilmember Carlyle, this Ordinance was recommended for approval to the City Council - Regular Session due back on 10/2/2018. The vote was unanimous. (F&BC 10-1-18)

Presenter: Chief Travis Forbes

Motion by Councilmember Edson, seconded by Councilmember Carlyle, this Ordinance was recommended for approval to the City Council - Regular Session due back on 10/16/2018. The vote was unanimous.

Aye: 3 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle

Absent: 2 - Alternate Binney
Vice Chair Lopez

6. Roundtable
7. Adjournment

The meeting was adjourned at 6:40 p.m.

Next Meeting: Nov. 5, 2018 - 5:00 p.m.

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Packet Information

File #: 2018-2394, **Version:** 2

Investment Portfolio Report for the quarter ending September 30, 2018

Issue/Request:

[Enter text here]

Key Issues:

This report is prepared to provide a summary of the status of the investment portfolio by noting transactions over the previous quarter. This report lists maturities as well as new purchases.

As of September 30, 2018, the largest portion of the portfolio was invested in US Treasuries (60%); followed by US Government Agencies (23%) and cash. Cash balances are invested in an overnight repurchase agreement and are collateralized. The repo rate is based on the previous week's auction of the 91 day Treasury Bill yield, adjusted every Wednesday. The repo rate in September was 2.192%.

Proposed City Council Motion:

[Enter text here]

Background:

A "Mark to Market" adjustment is required at each quarter end to recognize any change in value of the portfolio in the event that securities would need to be liquidated. Fair values are determined by our custodial bank.

At September 30, 2018, the market adjustment was a unrealized loss of \$1,661,498.45. This loss is a paper loss only, resulting from shifts in interest rates. Since the City typically holds securities until maturity, loss of principal does not occur.

Impact/Analysis:

As of September 30, 2018 the average yield on the portfolio was 1.6348%

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Sherri Staub, Cash Management Officer

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

CITY OF LEE'S SUMMIT, MISSOURI QUARTERLY INVESTMENT PORTFOLIO REPORT QUARTER ENDED SEPTEMBER 30, 2018

Purpose and Goals

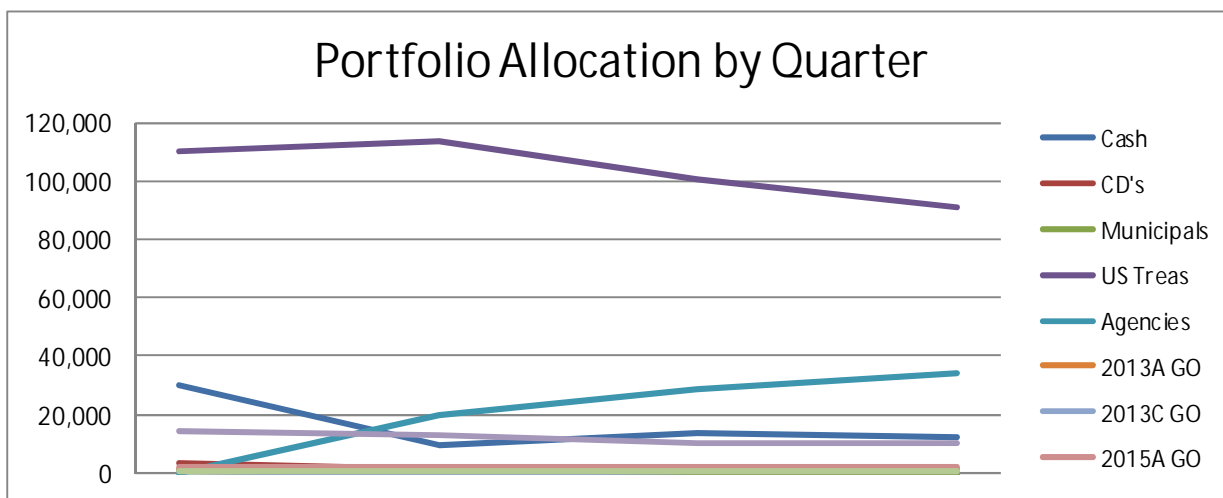
In compliance with the Investment Policy of the City of Lee's Summit, this quarterly investment portfolio report for the quarter ended September 30, 2018 is hereby submitted for your review. This report will provide you with an overview of the City's current cash and investment portfolio holdings along with a summary of all investment activity for the last fiscal quarter.

Cash and investments held by the City represent financial resources provided by its citizens to fund current operations and additionally to provide for future economic development, enhancement of services and programs, construction of major capital improvements and allow for unforeseen emergencies. Monies held for future use in meeting identifiable long-term needs are invested in authorized securities in order to provide additional earnings until such time as these funds are required to be expended. While the objective is to obtain a market rate of return, the City believes that the priority should be on the safety of principal, liquidity of its investments, and stability of earnings.

Current Portfolio

The City has sought to achieve a balance within the combined investment portfolio. While maintaining relatively strong liquidity, it strives to achieve earnings stability. As of September 30, 2018, the portfolio was allocated as follows: Cash (9%), Certificates of Deposit (0%), Municipal Obligations (0%), US Treasury (60%) and Agencies (22%). The following table illustrates the composition of the portfolio, in comparative dollar amounts (000) and component percentages, for the quarter ending September 30, 2018 and the previous three quarters.

Portfolio	Book Value in 000's				Percent of Portfolio			
	12/31/2017	3/31/2018	6/30/2018	9/30/2018	12/31/2017	3/31/2018	6/30/2018	9/30/2018
Cash	30,109	9,082	13,274	12,373	19%	6%	9%	8%
CD's	3,475	1,491	0	0	2%	1%	0%	0%
Municipals	780	0	0	0	0%	0%	0%	0%
US Treas	109,918	113,813	100,831	90,845	68%	71%	64%	60%
Agencies	0	19,819	28,812	33,724	0%	12%	18%	23%
2013A GO	1,394	1,398	1,404	1,333	1%	1%	1%	1%
2013C GO	565	130	499	296	0%	0%	0%	0%
2015A GO	1,519	1,524	1,531	1,538	1%	1%	1%	1%
2016A GO	378	379	380	357	0%	0%	0%	0%
2017A GO	14,499	12,937	10,270	10,077	9%	8%	7%	7%
Total	\$162,637	\$160,573	\$157,001	\$150,543	100%	100%	100%	100%



Purchases			
		Amount	Maturity Date
08/31/2018	FHLB	\$ 1,912,875.00	07/14/2021
08/31/2018	FHLB	\$ 2,999,131.80	08/16/2021
	TOTAL	\$4,912,006.80	
Maturity			
07/15/2018	US Treasury		3,974,960.00
08/15/2018	US Treasury		3,005,625.00
09/15/2018	US Treasury		3,005,625.00
	TOTAL		\$ 9,986,210.00

Transaction Summary

The City monitors and maintains a level of cash on hand to meet the day to day operations of the city. Each night the remaining balance is invested in an interest bearing "sweep" account through a "repurchase agreement" or "repo" with our bank. For funds not needed immediately, the city employs a strategy of maturity "laddering" over a period not to exceed five years. When the spread between short term securities and the maximum is minimal, staff does not fully extend to the five year maximum.

Cash in Bank

The City utilizes UMB Bank as its depository. Lee's Summit's cash in bank at September 30, 2018, was as follows: UMB Trustee Account, \$6,785,031.94 and the UMB Investment Settlement Account \$5,588,826.69. Cash on deposit with UMB earns interest at a rate equivalent to the previous week's auction of the 91 day Treasury bill yield, adjusted every Wednesday. The UMB "repo" rate for September was 2.192%; June was 2.04%; March was 1.70% and December was 1.37%. To protect the City against fluctuating securities values, the City's bank depository agreement requires the bank to pledge certain securities as collateral equal to 105% of the City's funds on account (in excess of FDIC coverage). The estimated collateral value is \$17,655,147.96.

Combined Portfolio Performance

The City has utilized all components of the investment portfolio to achieve safety of principal, reasonable liquidity, relatively stable earnings over a wide range of interest rates, and a market rate of return. As of September 30, 2018, the average portfolio yield is 1.6348%.

The investment portfolio's maturity structure as of September 30, 2018, is as follows:

Maturity Year	Prin Amt	Cash Flow %
2018	\$ 3,031,171.88	2%
2019	\$ 52,130,889.00	42%
2020	\$ 44,803,789.33	36%
2021	\$ 24,604,153.48	20%
TOTAL	\$ 124,570,003.69	100%

A complete itemized schedule of investments in the City of Lee's Summit Portfolio is available upon request.

Recommendations

The City's passive investment strategy has been to match the investments based upon cash flow needs in conjunction with a maturity "laddering" approach with its investments, not to exceed five years. Investment purchases have been made with safety as the primary factor. The purchase of Certificates of Deposit and Municipal Obligations has been halted due to clarification of the State Investment Policy.

Mark-to-Market

The investment portfolio is valued at our purchase price with gains/losses recognized at sale or maturity. With the implementation of GASB 31, the portfolio was required to be adjusted at year end to reflect the difference between our carrying value and today's market. This is referred to as "Marking to Market."

The Government Finance Officers Association (GFOA) then recommended that local governments report the market value of all securities in the portfolio on a quarterly basis. Fair market values are determined by our custodial bank.

GFOA has recommended that in addition to the reporting of this paper gain/loss on a quarterly basis, this adjustment should be entered on a quarterly basis. Starting in fiscal year 2006-2007 this adjustment was spread and posted to cash accounts based on cash balances at each quarter end. These adjustments will be updated at the end of each quarter. At September 30, the quarter end entry of June 30 was reversed and the new entry booked based on the current market values at September 30, 2018. This unrealized loss of \$1,661,498.95 was spread across all funds based on their respective cash balance percentages.

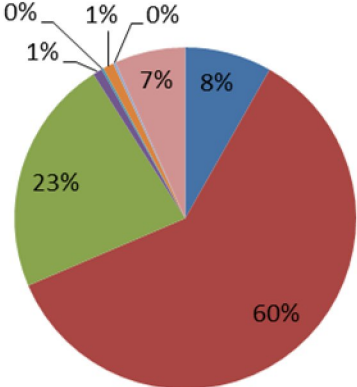
Respectfully Submitted,

Sherri Staub
Cash Management Officer

Bette Wordelman
Finance Director

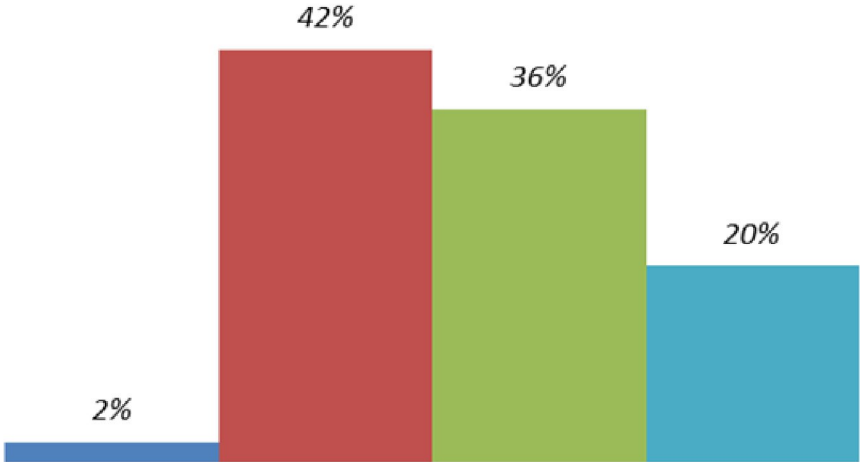
Asset Allocation Septmeber 30, 2018

■ Cash ■ US Treas ■ Agencies ■ 2013A GO ■ 2013C GO ■ 2015A GO ■ 2016A GO ■ 2017A GO



Asset Allocation by Maturity Year

■ 2018 ■ 2019 ■ 2020 ■ 2021



CITY OF LEES SUMMIT
 INVESTMENT PORTFOLIO
 MONTH ENDING SEPTEMBER 2018

TREASURY BILLS AND NOTES
 Maturities (***)

PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS	
5,049,414.05	T-Note	912828SH4	Aaa	1.08%	30-Sep-15	28-Feb-19	1,247
4,987,500.00	T-Note	912828UQ1	Aaa	1.31%	30-Sep-15	29-Feb-20	1,613
4,033,750.00	T-Note	912828WS5	Aaa	1.38%	11-Dec-15	30-Jun-19	1,297
4,036,040.00	T-Note	912828WW6	Aaa	1.36%	11-Jan-16	31-Jul-19	1,297
### 3,974,960.00	T-Note	912828XK1	Aaa	1.13%	11-Jan-16	15-Jul-18	916
### 3,005,625.00	T-Note	912828L40	Aaa	0.93%	1-Feb-16	15-Sep-18	957
2,984,765.63	T-Note	912828TR1	Aaa	1.14%	1-Feb-16	30-Sep-19	1,337
3,031,171.88	T-Note	912828WD8	Aaa	0.86%	23-Feb-16	31-Oct-18	981
1,997,656.25	T-Note	912828TN0	Aaa	1.03%	23-Feb-16	31-Aug-19	1,285
### 3,005,625.00	T-Note	912828K82	Aaa	0.91%	3-Jun-16	15-Aug-18	803
2,021,250.00	T-Note	912828XE5	Aaa	1.23%	3-Jun-16	31-May-20	1,458
3,054,843.75	T-Note	912828WL0	Aaa	0.87%	22-Jun-16	31-May-19	1,073
2,000,000.00	T-Note	912828Q52	Aaa	0.88%	13-Sep-16	15-Apr-19	944
2,033,160.00	T-Note	912828F62	Aaa	0.96%	13-Sep-16	31-Oct-19	1,143
2,034,375.00	T-Note	912828XH8	Aaa	1.15%	27-Oct-16	30-Jun-20	1,342
2,014,375.00	T-Note	912828L65	Aaa	1.19%	27-Oct-16	30-Sep-20	1,434
4,015,937.50	T-Note	912828SN1	Aaa	1.32%	20-Jan-17	31-Mar-19	800
3,971,562.50	T-Note	912828J84	Aaa	1.38%	20-Jan-17	31-Mar-20	1,166
2,995,327.08	T-Note	912828XM7	Aaa	1.67%	5-Jan-17	31-Jul-20	1,303
6,805,288.98	T-Note	912828P87	Aaa	1.82%	5-Jan-17	28-Feb-21	1,515
4,935,937.50	T-Note	912828L32	Aaa	1.76%	3-Mar-17	31-Aug-20	1,277
4,997,460.94	T-Note	912828F62	Aaa	1.52%	3-Mar-17	31-Oct-19	972
3,954,160.00	T-Note	912828L9	Aaa	1.71%	31-Mar-17	31-Oct-20	1,310
2,995,591.08	T-Note	912828ST8	Aaa	1.33%	29-Jun-17	30-Apr-19	670
4,021,718.75	T-Note	912828D80	Aaa	1.37%	29-Jun-17	31-Aug-19	793
3,006,750.00	T-Note	912828X21	Aaa	1.41%	13-Sep-17	15-Apr-20	945
2,979,337.95	T-Note	912828V1	Aaa	1.62%	26-Oct-17	15-Sep-20	1,055
2,994,023.31	T-Note	912828X7	Aaa	1.48%	26-Oct-17	30-Sep-19	704
3,894,200.00	T-Note	912828Q37	Aaa	2.10%	5-Jan-18	31-Mar-21	1,181

###

US GOVERNMENT AGENCIES
 Maturities (***)

PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS	
2,963,988.30	Federal Home Loan Mtg Corp	3137EAEJ4	Aaa	2.08%	5-Jan-18	29-Sep-20	998
2,977,806.00	Federal Farm Credit Banks	3133EAN46	Aaa	2.03%	8-Jan-18	27-Apr-20	840
1,980,720.00	Federal Home Loan Banks	313380FB8	Aaa	1.96%	8-Jan-18	13-Sep-19	613
2,972,790.00	Federal Home Loan Banks	313383HU8	Aaa	2.14%	19-Jan-18	12-Jun-20	875
2,963,407.74	Federal Home Loan Banks	3130AA3R7	Aaa	2.06%	19-Jan-18	15-Nov-19	665
2,972,400.00	Federal Home Loan Banks	3130ABF92	Aaa	2.14%	9-Mar-18	28-May-19	445
2,988,630.00	Federal Farm Credit Bank	3133EJCA5	Aaa	2.33%	9-Mar-18	8-May-20	791
1,993,289.64	Federal National Mortgage Assn	3135G0U27	AA+	2.62%	4-Jun-18	13-Apr-21	1,044
999,432.62	Federal Farm Credit Bank	3133EJLZ0	AA+	2.65%	4-Jun-18	23-Apr-21	1,054
2,993,754.84	Federal Home Loan Banks	3130AEEP1	AA+	2.62%	4-Jun-18	28-May-21	1,089
3,006,180.00	Federal National Mortgage Assn	3135G0U35	Aaa	2.68%	29-Jun-18	22-Jun-21	1,089
1,912,875.60	Federal Home Loan Banks	3130A8QS5	Aaa	2.71%	31-Aug-18	14-Jul-21	1,048
2,999,131.80	Federal Home Loan Bank	3130AESP6	Aaa	2.76%	31-Aug-18	16-Aug-21	1,081

0

134,556,213.69

-9,986,210.00
124,570,003.69

TOTALS

U. S. AGENCIES & GOVERNMENT SECURITIES:
TREAS Treasury Notes and Bills
FNMA Federal National Mortgage Association
FHLB Federal Home Loan Bank
INTR International Bank
FFCB Federal Farm Credit Banks

90,845,597.15
4,999,469.64
21,759,068.28
0
6,965,868.62

TOTAL 124,570,003.69

Investment Ratios

US T-Bills/Notes 72.93%
FNMA 4.01%
FHLB 17.47%
FFCB 5.59%
100.00%

Packet Information

File #: 2018-2393, **Version:** 1

Discussion of new revenue sources and cost reductions.

Issue/Request:

This discussion is informational only to provide a status update on several ongoing projects:

1. Use of e-payables to issue payments to vendors.
 - a. Lawson programming work to be completed by AIC
 - b. Implementation/coordination/marketing with UMB Bank
 - c. Internal process reconciliation
2. EMS Ground Emergency Medical Transport program, a federal and state program to provide reimbursement for portions of unrecovered EMS expense.
 - a. Development of reporting protocols with Fire Department
 - b. Submission of GEMT report to state
 - c. Submission of state deposit
 - d. Distribution of federal funds
3. Changes to prevailing wage laws.
 - a. Background on HB1729
 - b. Impact on project costs for City

Bette Wordelman, Finance Director

Committee Recommendation: No action necessary.

Packet Information

File #: 2018-2395, **Version:** 1

Presentation regarding the City's capacity for debt issuance.

Key Issues:

City officials made a commitment to voters in the late 1990s to cap the tax levy for debt service. It is currently \$0.4697 per \$100.00 assessed valuation. The residents and the City benefit from the level maintenance of the tax levy through the avoidance of expensive tax elections, stability of tax revenues for support of infrastructure improvements, and stable tax bills for residents. The City needs to design its funding needs and debt issuance to correspond with that tax levy cap.

Background:

Since 1980, the City's Debt Service tax levy has ranged from a low of \$0.32 per \$100.00 assessed valuation in 1988 and 1989 to a high of \$0.71 in 1985. There were only five years since 1980 that the debt levy has been lower than the current level of \$0.4697. The current level has been maintained since 2007 as a commitment to the voters of the City.

Bette Wordelman, Finance Director

Committee Recommendation: Informational only. No action necessary.

LS

Debt Issuance Capacity Review 2018



Constitutional Limits on General Obligation Municipal Debt

Calculated against most recent
assessed valuation

- 10% general purpose
- 10% rights of way; construction, extension, and improvement of streets or sanitary sewer, or storm sewer



Calculation of Constitutional Debt Limit

- \$2,032,705,197 assessed valuation
- 10% cap for general purpose=\$203,270,519
- 10% cap for streets, sewers=\$203,270,519
- Current outstanding debt=\$53,718,000



Maintenance of consistent tax levy

- Promised to voters in late 1990s
- Avoids large swings in tax bills for residents
- Provides stable planning environment for City infrastructure

Primarily a function of :

Growth in City's assessed valuation

- A. Real estate values
- B. Personal property values

Interest rates on City's debt issuance



A.	2018 Assessed Valuation	\$2,032,705,197
B.	Less Debt Service needs	
	next Calendar Year debt service	\$9,922,844
	costs of collection*	\$399,394
	reserve for following year	\$8,218,087
	Total Debt Service Needs	\$18,540,325
C.	Anticipated debt service reserve fund balance at calendar year end	\$7,722,789
D.	Tax revenue required for debt service (B-C)	\$10,817,536
E.	Debt Service tax rate (D/A x 100)	0.5322
F.	Voluntary reduction	0.0625
G.	Actual levy rate (E-F)	0.4697
	*Costs of collection include collector fees and commissions, assessment fund withholdings, and anticipated delinquencies.	
	Usually 2% to 10% of next CY debt service	

LS

- Questions?

Packet Information

File #: TMP-1047, **Version:** 2

An Ordinance Approving the Award of Bid No. 2019-031 for the Acquisition of a Unitrends Data Back Up Solution from Alexander Open Systems and Authorizing the City Manager to Execute and Enter into an Agreement for the Same in the Amount of \$137,156.22.

Issue/Request:

[Enter text here]

Key Issues:

- The existing backup solution is approaching its end of life.
- The existing backup solution is now undersized for the volume of data managed for our organization, and does not backup our virtual servers natively.
- Alexander Open Systems (AOS) was the low bidder.
- The Unitrends system was determined to be the best fit for the City's needs, based on months of system reviews, demonstrations, and interviews with leaders in the backup industry.
- This hardware is included in the Managed Equipment Replacement Program ("MERP") and the funds for the replacement are in place through the annual payments into this program.

Proposed Committee Motion:

I move to recommend to City Council for approval An Ordinance Approving the Award of Bid No. 2019-031 for the Acquisition of a Unitrends Data Back Up Solution from Alexander Open Systems and Authorizing the City Manager to Execute and Enter into an Agreement for the Same in the Amount of \$137,156.22.

Background:

A solid, reliable backup of the City's files, databases, and servers is an important component of proper IT management. The needs range from the recovery of an accidentally deleted file, to the recovery of a crashed server, or the recovery of all servers in the case of a catastrophic event. Secure backups of the City's files are also a key component in the City's cyber security framework. In the event of a ransomware or a locking virus attack, frequently the only reliable way to recover data is to rely on copies of files held in a backup and recovery solution.

The Unitrends system was selected by Information Technology Services after a month's long process to select the solution that was the best fit for the City. The process included the development of requirements for the new system, identification of leaders in the industry that could meet the City's needs, interviews, and lengthy demonstrations of the intended tools. The Unitrends system was selected as the solution that met the most requirements laid out by the city.

The City will be acquiring two identical systems so that the City can replicate all backup sets at the City's two data

centers.

To get the best pricing possible for the intended solution, procurement issued Bid No. 2019-031. Alexander Open Systems, Inc. ("AOS") was the lowest and most responsive bid, agreeing to provide the product for \$137,156.22. AOS's bid is within the MERP budget to replace the City's existing backup solution, and includes five years of maintenance and support.

Timeline:

Start: December 2018

Finish: March 2018

Stephen L. Marsh, Chief Technology Officer

Recommendation: Staff recommends approval of An Ordinance Approving the Award of Bid No. 2019-031 for the Acquisition of a Unitrends Data Back Up Solution from Alexander Open Systems and Authorizing the City Manager to Execute and Enter into an Agreement for the Same in the Amount of \$137,156.22.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. XXXX

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2019-031 FOR THE ACQUISITION OF A UNITRENDS DATA BACK UP SOLUTION FROM ALEXANDER OPEN SYSTEMS, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI IN THE AMOUNT OF \$137,156.22.

WHEREAS, the City of Lee's Summit's (the "City") backup and recovery solution is a key component of its Information Technologies infrastructure, and cyber security framework; and,

WHEREAS, the City's existing backup solution does not meet the current needs of the City in the areas of capacity, functionality, or ease of use, and is nearing its end of life; and,

WHEREAS, after extensive research, the City determined that the Unitrends solution was determined to be the most complete backup and recovery system based on the requirements established by City ITS staff; and,

WHEREAS, the City issued Bid No. 2019-031 for the acquisition of a Unitrends solution; and,

WHEREAS, as of the closing of the time for submission of bids, a total of 4 suppliers submitted bids; and,

WHEREAS, of the bids received, Alexander Open Systems (AOS) has been determined to be the lowest and most responsible bidder for Bid No. 2019-031.

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 authorizes the award of Bid No. 2019-031 to Alexander Open Systems, Inc. (AOS) for the acquisition of the Unitrends data backup and recovery solution in the amount of \$137,156.22.

SECTION 2. The Agreement by and between the City of Lee's Summit, Missouri and AOS for the services contained in Bid No. 2019-031, generally for the acquisition of the Unitrends data backup and recovery solution, in an amount of \$137,156.22, said agreement being attached as Exhibit A and incorporated by reference be and is approved and the City Manager is authorized to execute the same on behalf of the City.

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

BILL NO. XXXX

SECTION 4. 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,

PASSED by the City Council of Lee's Summit, Missouri, this ____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this ____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Chief Counsel of Management and Operations Daniel R. White

BID NO.: 2019-031

PROJECT: 2019-031 Unitrends Recovery Series Backup Appliance

DATE/TIME: October 23, 2018 @ 3:00 pm

OPEN BY: ddt

	Qty	AOS		CDW		Howard		SHI INTERNATIONAL	
		Cost	Total Cost	Cost	Total Cost	Cost	Total Cost	Cost	Total Cost
RS-8060HDW-UNT - 8060 Physical Appliances	2	\$29,621.99	\$59,243.98	\$47,000.00	\$94,000.00	\$53,429.00	\$106,858.00	\$46,200.57	\$92,401.14
RS-8060SPL-UNT36 - 3 years support	2	\$29,912.46	\$59,824.92	\$29,900.00	\$59,800.00	\$37,841.00	\$75,682.00	\$32,085.95	\$64,171.90
RS-8060SPL-UNT60 - 5 years support	2	\$38,956.12	\$77,912.24	\$48,900.00	\$97,800.00	\$59,358.00	\$118,716.00		\$0.00
Surecomplete - Installation services for the appliances	1	\$0.00	\$0.00	\$1,800.00	\$1,800.00	\$1,947.00	\$1,947.00	\$1,513.83	\$1,513.83
ADA-1x8FC -Fiber Channel Adapter	2	\$0.00	\$0.00	\$900.00	\$1,800.00	\$857.00	\$1,714.00	\$739.45	\$1,478.90
RS-8060WPP-UNT36 - 3 years of Unitrends pledge hardware refresh program	2	\$28,886.31	\$57,772.62	\$27,500.00	\$55,000.00	\$37,337.13	\$74,674.26	\$26,789.39	\$53,578.78
RS-8060WPP-UNT60 - 5 years of Unitrends pledge hardware refresh program	2	\$34,065.54	\$68,131.08	\$37,900.00	\$75,800.00	\$47,007.00	\$94,014.00		\$0.00
TOTAL		\$322,884.84		\$386,000.00		\$473,605.26		\$213,144.55	

UNOFFICIAL RECORDING OF THE BIDS READ

SHI INTERNATIONAL	
Cost	Total Cost
\$38,995.05	\$77,990.10
\$50,331.16	\$100,662.32
	\$0.00
\$1,892.28	\$1,892.28
\$924.30	\$924.30
	\$0.00
\$38,909.52	\$38,909.52
	\$220,378.52

Total of Selection options:
Line 8 and 10

\$137,156.22

\$191,800.00

\$225,574.00

No 5 year option

BID NO.: 2019-031

PROJECT: 2019-031 Unitrends Recovery Series Backup Appliance

DATE/TIME: October 23, 2018 @ 3:00 pm

OPEN BY: ddt

	Qty
RS-8060HDW-UNT - 8060 Physical Appliances	2
RS-8060SPL-UNT36 - 3 years support	2
RS-8060SPL-UNT60 - 5 years support	2
Surecomplete - Installation services for the appliances	1
ADA-1x8FC -Fiber Channel Adapter	2
RS-8060WPP-UNT36 - 3 years of Unitrends pledge hardware refresh program	2
RS-8060WPP-UNT60 - 5 years of Unitrends pledge hardware refresh program	2
	TOTAL

UNOFFICIAL RECORDING OF THE BIDS READ

Total of Selection options:
Line 8 and 10

BID RECOMMENDATION SHEET

TO: Bryan Hall | Michael Boles
DATE: 10.23.2018

Review the attached bid and return this form to the Procurement Officer by: _____

Bid Name: Unitrends
Bid Number: 2019-031
Procurement Officer: ddt

Procurement Officer Comments: _____

DEPARTMENT RECOMMENDATION - CHECK ONE

ACCEPTANCE OF LOW BID:

I recommend acceptance of the low bid of \$137,156.22 from Alexander Open Systems as it basically meets the specification requirements of the bid.

Comments: _____

Options to be Included or Special Instructions: Purchase of two RS-8060HDW-UNT – 8060 Physical Appliances and two RS-8060SPL-UNT60 – 5 Years Support. Include the Surecomplete and ADA-1x8FC at zero cost

ACCEPTANCE OF OTHER THAN LOW BID:

I recommend acceptance of _____ instead of the low bidder for the following reasons:

Options to be Included or Special Instructions: _____

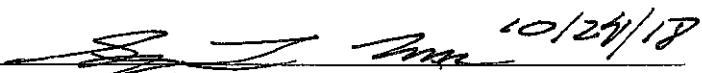
REJECTION RECOMMENDATION:

I recommend rejecting all bids for the following reasons:

NOTE: I understand that this document is public information and that the reasons listed above may be disclosed to the City Council, Bidder, the Press, and/or any other interested parties.

Account Number
620.88.743.151.7250 Activity 63362088

Budget Amount
\$147,782.60


Department Director or Designate

Department Name
ITS

Date



THIS CONTRACT, made this ___ day of _____ 2018, is herein called Yearly Contract for Unitrends Recovery Series Backup Appliances as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Alexander Open Systems, (hereinafter "Supplier").

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

WHEREAS, Supplier did on the 23rd day of October, 2018, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

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

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the ___ day of _____ 2018, Bid No. 2019-031, Contract period from _____ to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-031; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2019-031	Dated:	10.23.2018	Pages	01	through	13
Specifications:		Dated:	10.23.2018	Pages	06	through	06
General Conditions:				Pages	09	through	13
Special Attachments:							

Alexander Open Systems, Inc.
Company Name

Ann Medina
Title

Company Authorized Signature
Account Manager

Date
10/28/2018

Tammy Messersmith
Type or Print the Name of Authorized Person

Procurement Officer of Record

Stephen A. Arbo, City Manager

Date

APPROVED AS TO FORM:

Office of the City Attorney

Packet Information

File #: TMP-1049, **Version:** 1

An Ordinance Approving the Use of a Cooperative Purchase Agreement between Cooperating School Districts Of Greater Kansas City, Inc. and Alexander Open Systems, Inc., Contract # C062518, to Purchase Hardware, Software, and Services.

Issue/Request:

Information technology services is seeking approval to use an existing contract between Alexander Open Systems, Inc. ("AOS") and Cooperating School Districts of Greater Kansas City, Inc. to lower the City's costs for needed IT equipment, software, and services.

Key Issues:

- Information Technology Services (ITS) regularly acquires computers, monitors, servers, network equipment, software license and maintenance, and services as a core component of our services to City Departments.
- ITS seeks competitive existing contracts to facilitate purchasing, minimize time lost to the purchasing process and achieve pricing that is advantageous for the City.
- The pricing available with this contract is more competitive the similar existing state contracts used in the past.
- Funds for purchases under this agreement have been budgeted as part of the ITS budget, Managed Equipment Replacement Program (MERP), Software License Enterprise Replacement Program (SLERP) or as part of a budget approved capital expansion.
- Purchases made under this contract will be made following the existing Procurement Policy.
- ITS regularly requests pricing from multiple contract vendors to get the best possible pricing.

Proposed Committee Motion:

I move to recommend to City Council for approval An Ordinance Approving the Use of a Cooperative Purchase Agreement between Cooperating School Districts Of Greater Kansas City, Inc. and Alexander Open Systems, Inc., Contract # C062518, to Purchase Hardware, Software, and Services.

Background:

The City of Lee's Summit Information Technology Services regularly replaces hardware, upgrades and maintains software, and acquires service as a part of its responsibilities serving the needs of City Departments. The MERP and SLERP programs are funded annually, and require the replacement of hundreds of devices annually. New projects and capital expansions approved in the budget add to the number of devices requiring department attention. Utilizing piggyback contracts saves ITS and Finance time, allows for higher service

levels, and provides pricing that is market place competitive.

Cooperating School Districts of Greater Kansas City, Inc. is a 501(c)(3) non-profit that, among other things, provides cooperative purchasing services to schools districts through the greater Kansas City metro area. It's cooperative purchase agreement with AOS provides the City with access to competitive prices for hardware, software and ITS services and will improve the effectiveness and efficiency of the ITS and Finance departments.

Impact/Analysis:

[Enter text here]

Stephen L. Marsh, Chief Technology Officer

Recommendation: Staff recommends approval of An Ordinance Approving the Use of a Cooperative Purchase Agreement between Cooperating School Districts Of Greater Kansas City, Inc. and Alexander Open Systems, Inc., Contract # C062518, to Purchase Hardware, Software, and Services.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. XXXX

AN ORDINANCE APPROVING THE USE OF A COOPERATIVE PURCHASE AGREEMENT BETWEEN COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY, INC. AND ALEXANDER OPEN SYSTEMS, INC., CONTRACT # C062518, TO PURCHASE HARDWARE, SOFTWARE, AND SERVICES.

WHEREAS, the City's Information Technology Services Department spends a significant amount of time procuring hardware and software for the City, and purchasing products and services through this cooperative purchase agreement would increase the department's efficiency and effectiveness; and,

WHEREAS, pursuant to Resolution 18-10, the City Council has authorized the City of Lee's Summit ("City") to use cooperative purchase agreements procured by purchasing consortiums of any association of political subdivisions; and,

WHEREAS, Cooperating School Districts of Greater Kansas City, Inc. ("Cooperating School Districts") is a 501(c)(3) non-profit that, among other things, provides cooperative purchasing services to schools districts through the greater Kansas City metro area; and,

WHEREAS, Cooperating School Districts has an cooperative purchase agreement with Alexander Open Systems Inc. ("AOS"), that allows municipalities, among others, to purchase IT products and services; and,

WHEREAS, the City desires use such agreement because the products and services are well priced and it would increase the City's efficiency and effectiveness in procuring IT products 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 Cooperating School Districts of Greater Kansas City, Inc. Contract #C062518 (referred to as "Cooperative Agreement"), with Alexander Open Systems, Inc. ("AOS"), 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 AOS, pursuant to the Cooperative Agreement, to purchase products and services 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.

BILL NO. XXXX

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 _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this ____ day of _____, 2018.

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

August 10, 2018

Alexander Open Systems (AOS)
Attn: Tommy Messersmith
12980 Foster Street Suite 300
Overland Park, KS 66213

Re: City of Lee's Summit Participation in Cooperative/Contract for IT Products and Services
Originating Entity: Greater Kansas City School District Contract #C062518

Dear Mr. Messersmith,

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

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 from July 1, 2018 through June 30, 2024.

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.

CITY OF LEE'S SUMMIT:

Authorized Signature

Title

Date

CONTRACTOR

Tommy Messersmith

Type or Print Name Legibly

Anna Messersmith

Authorized Signature

Account Manager

Title

Alexander Open Systems a ConvergeOne Company

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.

NOTIFICATION OF COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY IT CONTRACT

July 1, 2018

CONTRACT TITLE: Cooperating School Districts of Greater Kansas City IT Contract # C062518

CURRENT CONTRACT PERIOD: JULY 1, 2018 THROUGH JUNE 30, 2024

BUYER INFORMATION:

Name	DR. GAYDEN CARRUTH
Phone	816-753-7275
Email address	gcarruth@csdggkc.org

RENEWAL INFORMATION	Original Contract Period	Annually Renewable
	7/1/2018 through 6/30/2024	After 2024

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC SECTOR USE ONLY**.
PURCHASES FOR PERSONAL USE ARE PROHIBITED.

THE USE OF THIS CONTRACT IS FOR SCHOOL DISTRICTS, UNIVERSITIES & ALL PUBLIC SECTOR.

CONVERGEONE AND COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY WILL HAVE A YEARLY REVIEW OF THE PRODUCTS AND SERVICES. PRODUCTS AND/OR SERVICES CAN WE ADDED or REMOVED IF BOTH PARTIES AGREE.

Instructions for use of this contract, specifications, requirements, and pricing are attached.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCUREMENT
CO62518	CONVERGEONE	<p>ALEXANDER OPEN SYSTEMS, INC.</p> <p>Overland Park 12980 Foster St, Suite 300 Overland Park, KS 66213</p> <p>Columbia 2415 Carter Lane Providence Point, Suite 1 Columbia, MO 65201</p> <p>Springfield 636 West Republic Road, Unit F100 Springfield, MO 65807</p> <p>St. Louis 1855 Bowles Ave, Suite 105 Fenton, MO 63026</p>	YES

NOTIFICATION OF COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY IT CONTRACT

July 1, 2018

CONTRACT TITLE: Cooperating School Districts of Greater Kansas City IT Contract # C062518

CURRENT CONTRACT PERIOD: JULY 1, 2018 THROUGH JUNE 30, 2024

BUYER INFORMATION:

Name	DR. GAYDEN CARRUTH
Phone	816-753-7275
Email address	gcarruth@csdgkc.org

RENEWAL INFORMATION	Original Contract Period	Annually Renewable
	7/1/2018 through 6/30/2024	After 2024

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC SECTOR USE ONLY**.
PURCHASES FOR PERSONAL USE ARE PROHIBITED.

THE USE OF THIS CONTRACT IS FOR SCHOOL DISTRICTS, UNIVERSITIES & ALL PUBLIC SECTOR.

CONVERGEONE AND COOPERATING SCHOOL DISTRICTS OF GREATER KANSAS CITY WILL HAVE A YEARLY REVIEW OF THE PRODUCTS AND SERVICES. PRODUCTS AND/OR SERVICES CAN WE ADDED or REMOVED IF BOTH PARTIES AGREE.

Instructions for use of this contract, specifications, requirements, and pricing are attached.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCUREMENT
CO62518	CONVERGEONE	<p>ALEXANDER OPEN SYSTEMS, INC.</p> <p>Overland Park 12980 Foster St, Suite 300 Overland Park, KS 66213</p> <p>Columbia 2415 Carter Lane Providence Point, Suite 1 Columbia, MO 65201</p> <p>Springfield 636 West Republic Road, Unit F100 Springfield, MO 65807</p> <p>St. Louis 1855 Bowles Ave, Suite 105 Fenton, MO 63026</p>	YES

		Toll Free: 800-473-1110 Fax: 636-686-1010	
--	--	--	--

ALEXANDER OPEN SYSTEMS CONTACT INFORMATION FOR CONTRACT CO62512

Name	Title	Phone	Email
Jon Groves	Regional Vice President	913-307-2300	Jgroves@convergeone.com
Matt Cussigh	Director	913-307-2300	MCussigh@convergeone.com
Lucas Smith	Sales Manager of SLED	913-369-4145	Ljsmith@convergeone.com

1. Mandatory Use of Contract:

It is optional to utilize this contract. To utilize this contract, the Letter of Notification needs to be signed by Customer.

2. General Information:

- 2.1 CONVERGEONE shall provide products and services, including pre-sales support, installation, engineering, helpdesk/telephone/electronic support, maintenance, and professional services for any educational entity of the Cooperating School Districts of Greater Kansas City (CSDGKC), or other public entity or educational organization, in accordance with the terms and conditions defined herein. "Customer" as used herein, refers to Cooperating School Districts of Greater Kansas City or any entity purchasing under this procurement contract.
- 2.2 The acquisition of professional services is intended to support the design, acquisition and implementation of the Customer's technology applications and in concert with the provision of products acquired under the contract.
- 2.3 Any service work that might require prevailing wage determinations from the Missouri Department of Labor Standards shall not be performed under this contract.
- 2.4 The Customer reserves the right to lease/purchase equipment under the contract.
- 2.5 CONVERGEONE shall provide new and unused equipment and accessories (equipment/accessories only certified as new shall not be acceptable) made of first class materials. Used, remanufactured, or refurbished equipment shall not be acceptable.
- 2.6 CONVERGEONE must provide all promotional and trade-in pricing to the Customer if applicable.

- 2.7 The shipping company or Manufacturer shall be responsible for replacing any item received in damaged condition at no cost to the Customer. This includes all shipping costs for returning non-functional items to CONVERGEONE for replacement. This must be done within a reasonable time, seven to fourteen days, from receiving the product.
- 2.8 When the Customer places an order for products, installation, training, and maintenance with CONVERGEONE they shall pay the price that is indicated in the contract.
- 2.9 The Customer may make advance deposits/payment for hardware maintenance and software maintenance (upgrades/new releases/technical support-type agreements) only.

3. Single Point of Contact:

- 3.1 CONVERGEONE must function as the single point of contact for the Customer, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

4. Pre-Sales Support:

- 4.1 CONVERGEONE' account management team shall provide pre-sales design to the Customer to allow the Customer to process an order, including, but not limited to, current and new product information, and product pricing. Once CONVERGEONE has provided enough pre-sales design and engineering support for the Customer to place an order, CONVERGEONE may charge for any additional on-site design and engineering support, if approved by the Customer. The contract must provide pre-sales design and engineering support on-site, by telephone, and by email.
- 4.2 Telephone and email pre-sales design and engineering support: CONVERGEONE will provide all telephone and email responses to pre-sales design and support requests within a reasonable amount of time after requested by the Customer.
- 4.3 On-site pre-sales design and engineering support: It shall be at the Customer's sole discretion to determine whether on-site pre-sales design and support is necessary. If the Customer determines on-site pre-sales design and engineering support is necessary, CONVERGEONE must notify the Customer before any billable on-site presales support is performed. CONVERGEONE must utilize the firm, fixed professional service rates identified herein for all billable pre-sales support provided.

5. Installation:

- 5.1 CONVERGEONE may provide installation services for new systems upon request by the Customer. If the equipment is user-installable, CONVERGEONE may provide installation assistance (e.g. telephone support), if requested.

6. Training:

- 6.1 CONVERGEONE does not provide formal training.

7. Warranty:

7.1 CONVERGEONE must provide the available warranties from Manufacturers. Warranties shall commence upon delivery and acceptance at the Customer facility.

8. Delivery:

8.1 Customer is responsible for shipping unless the Regional CONVERGEONE President authorizes FOB included for a project, a purchase or a specific Customer.

8.2 Expedited Shipping: Expedited freight charges are a result of the Customer requesting expedited shipping (e.g. overnight, 2nd day service, etc.). Any such requests shall be in writing from the Customer and will be billed to the Customer.

8.3 Delivery Timeframes: CONVERGEONE must deliver all products within thirty (30) calendar days after the contractor's receipt of a properly authorized purchase order unless the timeframe specified on the vendor website or as quoted to the Customer by the account management team at the time of order indicates otherwise.

8.4 CONVERGEONE must notify the Educational Entity of a later delivery date should the actual delivery days exceed that which was previously specified. The Customer must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.

a. Damaged Product: The shipping company, Manufacturer or Distributor shall be responsible for replacing any item received in damaged condition at no cost to the Customer. This includes all shipping costs for returning non-functional items to CONVERGEONE for replacement.

9. Account Management:

9.1 CONVERGEONE must provide current product and pricing information to Customer through an account management team. CONVERGEONE shall assign an account management team to the Customer to ensure adequate oversight and ample support in assisting the Customer's needs.

9.2 Account Management Team: The account management team must consist of knowledgeable sales specialists who are reasonably available in all locations of the Customer where the Customer maintains a presence.

9.3 Product/Pricing Assistance: The account management team must be able to assist Customer in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.

9.4 Team Accessibility: The account management team must be accessible by both telephone and email between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding holidays.

10. Pricing:

10.1 Product and Maintenance Pricing: CONVERGEONE shall invoice the Customer for all products provided under the contract based upon a firm, fixed discount off of the contract. Each quotation must include, at a minimum, the following information:

- Date the quote is generated;

- Appropriate Customer information (i.e. Customer number/identifier, address, etc.);
- Product description;
- Requested product quantity;
- Product unit price; and
- Quotation total price.

10.2 Professional Services Pricing: CONVERGEONE shall invoice the Customer for all services provided under the contract in accordance with the pricing in the contract.

10.3 Spot pricing is allowed under this contract. Spot pricing must meet or exceed discounts listed in this contract.

11. Order Processing:

11.1 Order Information: Except as otherwise noted in herein, the Customer shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing information obtained via the contractor's website. The Customer shall specify, at a minimum, the following information:

- Contract number;
- Order number;
- Customer number/identifier (if applicable);
- Customer contact (Educational Entity's name, contact person [two (2) individuals if possible] and phone numbers);
- Contract line item number;
- Quantity;
- Unit price; and
- Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).

11.2 Submittal of Order: CONVERGEONE must accept orders in via mail, e-mail or fax.

11.3 Acknowledgement of Receipt of Order: CONVERGEONE must provide written acknowledgement (email or fax) to the Customer within twenty-four (24) hours of the receipt of authorized purchase order.

11.4 Order Substitutions: CONVERGEONE shall not substitute any item(s)/component(s) ordered by a Customer until the contractor: 1) notifies the Educational Entity in writing (email is acceptable if the designated contact has an email address, and 2) receives written approval from the Customer to proceed with the substitution.

11.5 Substitution Authorization: The Customer reserves the right to accept any proposed substitution offered by CONVERGEONE on the order; however, the Customer shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.

11.6 Substitution Approval Form: CONVERGEONE must provide a form for CUSTOMER's to use to indicate their approval of a product substitution prior to the contractor's shipment of the substituted goods. This approval may be executed via email, fax, or hardcopy mail/delivery.

12. Product and Maintenance Invoicing and Payment:

12.1 Generation of Invoice: CONVERGEONE shall generate an invoice to the ordering Educational Entity which shall be itemized in accordance with the items listed on the purchase order. Terms are Net 30.

13. Lease/Financing Program Requirements:

13.1 The Customer reserves the right to enter into lease/purchase financing agreement(s) as a result of the subsequent contract(s). In the event a using Educational Entity requests financing of their purchase under the contract a mutually agreeable lease schedule shall be entered into between the Customer and the lessor. The Customer shall initiate a contract amendment for every lease exercised under the contract that shall include the specific terms and rates of the lease. CONVERGEONE at a minimum must have the ability to work with Cisco Capital and its financing partners to the benefit of the Customer. The Customer acknowledges that a contract assignment may be necessary as part of any lease exercised under the subsequent contract.

13.2 Should you have any questions about Leasing, please contact CONVERGEONE.

13.3 A purchase order must be submitted to CONVERGEONE by the leasing company and should identify in detail, the items being purchased and leased by the Customer.

REQUIRED PRICING

Hardware and Software —discount percentage off Manufacturer's List Price. Shipping and handling are to be included in the pricing.

<u>Product</u>	<u>Discount %</u>
Cisco Hardware	41.5% Discount
Cisco Maintenance	30% for Education/ 20% for Government
Dell EMC Hardware	2% above Standard Gold Partner transfer price
Dell EMC Software	2% above Standard Gold Partner transfer price
Microsoft Products	5% above cost
VMWare	2% above Standard Partner transfer price
Dell Hardware	2% above Standard Gold Partner transfer price
HPE Hardware	NASPO Kansas/Missouri ValuePoint Pricing
Meraki Hardware	41.5% Discount
Nimble Storage	NASPO Kansas/Missouri ValuePoint Pricing
Veeam Products	18% Discount, Platinum Partner

Unitrends	Recovery Series 7xx-9xx 13%, Recovery Series 6xx: 13%, Unitrends Backup & Boomerang: 13%, 0365 Backup: 8% Cloud: 3%, Other: 8%.
Nintex	8% Discount, Nintex Premier Partner
Axis	18% Discount, Gold Partner
Salient	30% Discount, Certified Salient Reseller
Cohesity	23% Discount, Authorized Cohesity Reseller
Polycom	2% above Standard Platinum Partner transfer price
Vertiv/Liebert	2% above Standard Gold Partner transfer price
APC	2% above Standard Partner transfer price
Rubrik	63% Discount on Product, 55% Discount on Maintenance
Nutanix	8% above Standard Partner transfer price
Singlewire	15% Discount
Avaya	2% above Standard Diamond Partner transfer price
Cradlepoint	2% above Standard Partner transfer price
F5	8% Discount, Gold Level Partner
Citrix	2% above Standard Platinum Partner transfer price
A10	20% Discount, Bronze Partner
Palo Alto	8% Discount on Hardware and Subscriptions, 3% Discount for support, Gold Partner
Checkpoint	Hardware 19%, Service & Support 2%
Trend Micro	2% above Standard Partner transfer price
Audiocodes	25% Discount

Hourly Service Rate — hourly dollar amount of the service listed.

<u>Service</u>	<u>Dollar Amount</u>
Project Management	\$140.00

System's Engineer	\$145.00
Senior System's Engineer	\$175.00
Programmer	\$225.00
System's Consultant	\$225.00
Security Consultant	\$225.00

Center/Cloud Solutions Products and Services:

<u>Product/Service</u>	<u>Dollar Amount</u>
------------------------	----------------------

Datacenter/Cloud and Managed Services	\$2,500 Minimum per Month
---------------------------------------	---------------------------

ConvergeOne provides custom Managed Services, Data Center, public and private Cloud designs. ConvergeOne partners with Amazon Web Services and Microsoft Azure to provide public and hybrid cloud offerings. ConvergeOne also provides Private Cloud offerings based on a variety of solutions to best meet the customer's needs. All of these offerings can be managed by the customer or managed by ConvergeOne. Initial design and scoping services are provided no cost to the customer.

Security Services

<u>Product/Service</u>	<u>Dollar Amount</u>
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Security Consultant	\$225 / Hour
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ConvergeOne offers penetration testing and vulnerability assessments, security architecture review, regulatory compliance audits, policy and procedures and mapping with industry standard best practices. Initial design and scoping services are provided at no cost.

Security consultant services are provided at \$225 per hour.

Letter of Notification to Utilize Cooperating School Districts of Greater Kansas City IT Contract

Re: Cooperating School Districts of Greater Kansas City Contract

Date: July 1, 2018

This letter serves as notification that we the Customer intend to utilize the Cooperating School Districts of Greater Kansas City IT contract. We recognize that this was a publicly bid and awarded contract. There is a Cooperative Purchasing Agreement allowing all School Districts, Universities, Colleges and other Public Sector entities to take advantage of this contract pricing.

This letter is intended to notify:

- Manufacturer's on the Cooperating School Districts of Greater Kansas City IT Contract to work with CONVERGEONE on the Customer's behalf.
- CONVERGEONE to set aside the Administrative fee for the Cooperating School Districts of Greater Kansas City Consortium.
- Cooperating School Districts of Greater Kansas City of the Customer's expectation to utilize the Public purchasing contract.

In order to receive the pricing on the contract, the Customer, when purchasing off the Cooperating School Districts of Greater Kansas City IT Contract, will put the Cooperating School Districts of Greater Kansas City contract number C062518 on our Purchase Order. If the contract number (C062518) does not appear on the purchase order, CONVERGEONE will assume the responsibility to add the contract number (C062518) when processing the order for items purchased using this contract.

Respectfully,

_____ Customer's Name
_____ Customer Representative's Printed Name
_____ Customer's Signature
_____ Date

Packet Information

File #: TMP-1048, **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 Jackson County, Missouri for parking accommodations for the 2018 Trip the Light Fantastic Bike Ride.

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 Jackson County, Missouri for parking accommodations for the 2018 Trip the Light Fantastic Bike Ride.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move to recommend to 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 Jackson County, Missouri for parking accommodations for the 2018 Trip the Light Fantastic Bike Ride.

Background:

Lee's Summit Parks and Recreation (LSPR) has been asked to assist Jackson County Parks and Recreation by allowing participants of the 2018 Trip the Light Fantastic Bike Ride to park in a portion of the Longview Community Center parking lot. LSPR has agreed to allow Jackson County Parks and Recreation to use a total of 271 of the 361 total spaces from 5-8pm on the day of the event, November 20, 2018, at no charge. LSPR has prepared an Agreement which outlines the terms and conditions associated with the arrangement.

Because Jackson County is a political subdivision, RSMo. § 70.220.3 requires that the Agreement between LSPR and Jackson County be approved by the governing body of the City of Lee's Summit.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

File #: TMP-1048, **Version:** 1

Jackie McCormick Heanue, Superintendent of Legal Services & Human Resources

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 Jackson County, Missouri for parking accommodations for the 2018 Trip the Light Fantastic Bike Ride.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 18-

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 JACKSON COUNTY, MISSOURI FOR PARKING ACCOMODATIONS FOR THE 2018 TRIP THE LIGHT FANTASTIC BIKE RIDE.

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 is the owner of certain property located at 3801 SW Longview Road, Lee's Summit, Missouri, commonly referred to as Longview Community Center; and,

WHEREAS, Jackson County, Missouri owns park property adjacent to the Longview Community Center which it regularly uses for events and activities, including the annual Christmas in the Park display; and,

WHEREAS, each year, Jackson County, Missouri hosts a bicycle ride through the Christmas in the Park display called "Trip the Light Fantastic," which is scheduled to be held on November 20, 2018; and,

WHEREAS, in order to accommodate parking for participants of Trip the Light Fantastic, Jackson County, Missouri has requested to use a portion of the Longview Community Center parking lot; and,

WHEREAS, the Board has determined that it is in the best interest of the parks and recreation activities in Lee's Summit, Missouri to enter into an Agreement with Jackson County, Missouri to accommodate the parking needs for the Trip the Light Fantastic event; and

WHEREAS, the Board and MCC wish to enter into a written agreement which contemplates the terms and conditions associated with Jackson County, Missouri's use of a portion of the Longview Community Center parking lot, substantially in the form attached hereto as "Exhibit A; and,

WHEREAS, RSMo. § 70.220.3 requires that any contract entered into between a municipality and another political subdivision be approved by the governing body of said municipality.

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

SECTION 1. That the Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and Jackson County, Missouri for Parking Accommodations for the 2018 Trip the Light Fantastic Bike Ride, in substantially the same form attached hereto as Exhibit A and incorporated herein by reference be and the same

BILL NO. 18-

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

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

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

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Daniel R. White*

INTERGOVERNMENTAL AGREEMENT

PARKING ACCOMODATIONS FOR JACKSON COUNTY PARKS AND RECREATION TRIP THE LIGHT FANTASTIC BIKE RIDE THROUGH CHRISTMAS IN THE PARK

THIS INTERGOVERNMENTAL AGREEMENT FOR PARKING ACCOMODATIONS FOR JACKSON COUNTY PARKS AND RECREATION TRIP THE LIGHT FANTASTIC BIKE RIDE THROUGH CHRISTMAS IN THE PARK (hereinafter "Agreement") is entered into as of this _____ day of _____, 2018 by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri Municipal Corporation, by and through the LEE'S SUMMIT PARKS AND RECREATION BOARD (hereinafter "LSPR") and JACKSON COUNTY, MISSOURI a political subdivision of the State of Missouri (hereinafter "**Jackson County.**") WITNESSETH:

WHEREAS, LSPR owns property located at 3801 SW Longview Road, Lee's Summit, Missouri, commonly known as Longview Community Center, including a portion of the parking lot adjacent to the building located on the premises; and,

WHEREAS, Jackson County Parks and Recreation annually hosts an event at Longview Lake Park entitled Trip the Light Fantastic Bike Ride through Christmas in the Park (hereinafter "the Event"); and,

WHEREAS, in order to accommodate participants' parking for the Event, Jackson County has historically utilized parking spaces at Longview Community Center; and,

WHEREAS, LSPR has agreed to allow for the use of a portion of the Longview Community Center parking lot which is under its' ownership and control by Jackson County for the Event; and,

WHEREAS, LSPR and Jackson County have negotiated the terms and conditions associated with the accommodation as referenced herein, have reduced the same to writing in this Agreement, and desire to enter into this Agreement for purposes of formally memorializing the same.

NOW, THEREFORE, it is agreed by LSPR and Jackson County as follows:

- 1. Use and Condition of Premises.** LSPR agrees to grant Jackson County the use of a total of 271 parking spaces, as more fully identified in green on the attached "Exhibit A" for the sole purpose of parking for participants of Trip the Light Fantastic 2018, scheduled for November 20, 2018. Use of the identified portion of the premises shall be made available from 5:00pm to 8:00pm on November 20, 2018. Jackson County shall not use the identified portion of the premises or any other portion of LSPR property for any other purpose. Jackson County accepts said portion of the premises in present condition and agrees to keep and maintain the same in as good condition as is at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure, damage, or otherwise deface LSPR's property. Jackson County shall not permit alcoholic drinks to be sold or provided on LSPR property under any circumstances. Jackson County shall ensure there are sufficient staff/volunteers to coordinate parking for the Event and to ensure that participants only park in the areas identified pursuant to this Agreement. The provision of the parking spaces referenced herein shall be free of charge to Jackson County.

2. **Insurance.** Jackson County agrees to maintain in force insurance in the following minimum amounts: a) Worker's Compensation Insurance and Employer's Liability insurance for its' employees as required under Missouri law; and, b) General Liability Insurance in the amounts of \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and which shall name the City of Lee's Summit as additional insured as it pertains to the Event. Upon execution of this Agreement, Jackson County agrees to provide LSPR a Certificate of Insurance evidencing this coverage.
3. **Indemnification.** To the extent permitted by applicable law, Jackson County agrees to indemnify, defend, and hold harmless LSPR, its' elected and appointed officials, employees, attorneys, agents, 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 Jackson County or by its' officers, directors, employees, volunteers, agents or representatives in connection with the Event giving rise to this Agreement.
4. **Non-Discrimination Provisions.** LSPR and Jackson County each 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. The parties also agree to abide by the requirements of 41 CFR §60-300.5(a) and 41 CFR §60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
5. **Compliance with the Law.** LSPR and Jackson County shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
6. **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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri. For purposes of this Agreement, Jackson County shall refrain from direct participation or funding of any political activity that does not support the purpose of this Agreement. Should Jackson County participate in political activity, LSPR will determine whether such participation is a violation of this section.
7. **Cancellation, Termination or Suspension.** This Agreement 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 Jackson County 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.

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

If to LSPR:

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

If to Jackson County:

9. **Amendments.** In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both LSPR and Jackson County mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an Amendment.
10. **Severability.** It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.
11. **No Agency.** Except to the extent as expressly provided herein, nothing in this Agreement shall create an agency, partnership, or joint venture between LSPR and Jackson County.
12. **Severability.** If, for any reason, any provision contained herein shall be determined to be invalid or unenforceable, the validity and effect of the other provisions herein shall not be affected.
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.
14. **Assignment.** This Agreement shall not be assigned by either LSPR or Jackson County 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 Agreement.
15. **Governing Law.** This Agreement 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.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its' subject matter and any prior agreements, understandings or other matters whether oral or written, are hereby merged into and made part hereof, and are not of further force or effect.
17. **Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. Execution by one or both of the parties after the date of the Event shall not render this Agreement invalid.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, LSPR and Jackson County have executed this Agreement as of the date and year first written above.

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

William A. Baird
Mayor

Joe Snook
Administrator of Parks and Recreation

Approved as to Form:

Jackie McCormick Heanue
Superintendent of Legal Services & Human Resources

JACKSON COUNTY, MISSOURI

By: _____

Title: _____

Approved as to Form:

By: _____

Title: _____

Packet Information

File #: TMP-1050, **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 Mid Continent Public Library for Cultural Arts Programming entitled "A Christmas Carol."

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 Mid Continent Public Library for Cultural Arts Programming entitled "A Christmas Carol."

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move to recommend to 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 Mid Continent Public Library for Cultural Arts Programming entitled "A Christmas Carol."

Background:

Lee's Summit Parks and Recreation and the Mid-Continent Public Library have agreed to partner in providing a special reading of "A Christmas Carol." The event will be held at the Gamber Community Center on November 11, 2018. LSPR has agreed to provide the event space and related amenities, and MCPL has agreed to provide refreshments and the special guest speaker for the event. Neither entity will have any additional fees or charges related to the event. The parties have drafted an Agreement which outlines the terms and conditions associated with the event.

Because Mid Continent Public Library is a political subdivision, RSMo. § 70.220.3 requires that the Agreement between LSPR and MCPL be approved by the governing body of the City of Lee's Summit.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Jackie McCormick Heanue, Superintendent of Legal Services & Human Resources

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 Mid Continent Public Library for Cultural Arts Programming entitled "A Christmas Carol."

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 18-

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 MID CONTINENT PUBLIC LIBRARY FOR THE CULTURAL ARTS PROGRAMMING ENTITLED "A CHRISTMAS CAROL."

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, Mid Continent Public Library provides opportunities for such partnerships, and proposed an opportunity for a special reading of "A Christmas Carol" to the Board to be held on November 11, 2018; and,

WHEREAS, the Board has determined that it is in the best interest of the parks and recreation activities in Lee's Summit, Missouri to enter into an Agreement with Mid Continent Public Library to jointly host the event; and

WHEREAS, the Board and Mid Continent Public Library 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, RSMo. § 70.220.3 requires that any contract entered into between a municipality and another political subdivision be approved by the governing body of said municipality.

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

SECTION 1. That the Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Mid Continent Public Library for Cultural Arts Programming entitled "A Christmas Carol," in substantially the form attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

BILL NO. 18-

sentences and clauses.

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Daniel R. White*

INTERGOVERNMENTAL AGREEMENT FOR CULTURAL ARTS PROGRAMMING

THIS INTERGOVERNMENTAL AGREEMENT FOR CULTURAL ARTS PROGRAMMING (hereinafter "**Agreement**") is entered into as of this _____ day of _____, 2018 by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a Missouri Municipal Corporation, by and through the LEE'S SUMMIT PARKS AND RECREATION BOARD (hereinafter "**LSPR**") and THE MID CONTINENT PUBLIC LIBRARY, a Library District in the County of Jackson, State of Missouri (hereinafter "**MCPL**.") WITNESSETH:

WHEREAS, LSPR and MCPL each regularly host and provide various cultural arts programs for the enjoyment of patrons; and,

WHEREAS, LSPR has determined that it is in the best interest of LSPR and important to the promotion of cultural arts within the community to support and partner with MCPL for certain events to the extent practical; and,

WHEREAS, LSPR and MCPL desire to cooperate for the provision of a certain cultural arts program, sharing the expense of resources and facilities associated with a program to be held on November 11, 2018; and,

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

NOW, THEREFORE, it is agreed by LSPR and MCPL as follows:

- 1. Event Information.** LSPR and MCPL agree to mutually host an event entitled "A Christmas Carol" on Sunday, November 11, 2018, to be held at LSPR's facility, Gamber Community Center from 1pm-5pm (hereinafter "the Event.")
- 2. Provision of Facilities and Related Equipment.** LSPR agrees, at no cost to MCPL, to make available for use that portion of the Gamber Community Center as LSPR deems appropriate for the date and time specified for the express purpose of hosting the Event. This shall include the set up and tear down of necessary furnishings for the Event, as well as the provision of audiovisual equipment for the Event as deemed necessary and available by LSPR in cooperation with MCPL. No fees shall be charged by LSPR to MCPL for the provision of facilities and related equipment.
- 3. Provision of Program.** MCPL agrees to provide the content for the Event, including, specifically, the speaker to present at the event. MCPL further agrees to provide refreshments as deemed mutually desirable by MCPL and LSPR for the Event. No fees shall be charged by MCPL to LSPR for the provision of the program and content for the Event.
- 4. Marketing of Event.** LSPR and MCPL agree to jointly market the Event. MCPL agrees to provide marketing materials to LSPR for use, which shall indicate that the program is a jointly hosted event between LSPR and MCPL. No fees shall be charged by MCPL to LSPR for the provision of the marketing materials for the Event.
- 5. Insurance and Indemnification.** LSPR and MCPL 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 Event. To the extent permitted by applicable law, LSPR and MCPL 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 a party during the term of this Agreement or in connection with the Event.

6. **Non-Discrimination Provisions.** LSPR and MCPL 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. The parties also agree to abide by the requirements of 41 CFR §60-300.5(a) and 41 CFR §60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
7. **Compliance with the Law.** LSPR and MCPL shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
8. **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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri. For purposes of this Agreement, MCPL shall refrain from direct participation or funding of any political activity that does not support the purpose of this Agreement. Should MCPL participate in political activity, LSPR will determine whether such participation is a violation of this section.
9. **Cancellation, Termination or Suspension.** This Agreement 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 MCPL 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.
10. **Notice.** Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereafter specified:

If to LSPR:

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

If to MCPL:

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

12. **Severability.** It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.
13. **No Agency.** Except to the extent as expressly provided herein, nothing in this Agreement shall create an agency, partnership, or joint venture between LSPR and MCPL.
14. **Severability.** If, for any reason, any provision contained herein shall be determined to be invalid or unenforceable, the validity and effect of the other provisions herein shall not be affected.
15. **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.
16. **Assignment.** This Agreement shall not be assigned by either LSPR or MCPL 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 Agreement.
17. **Governing Law.** This Agreement 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.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its' subject matter and any prior agreements, understandings or other matters whether oral or written, are hereby merged into and made part hereof, and are not of further force or effect.
19. **Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. Execution by one or both of the parties after the date of the Event shall not render this Agreement invalid.

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

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

William A. Baird
Mayor

Joe Snook
Administrator of Parks and Recreation

Approved as to Form:

Jackie McCormick Heanue
Superintendent of Legal Services & Human Resources

MID CONTINENT PUBLIC LIBRARY

By: _____

Title: _____

Packet Information

File #: TMP-1053, **Version:** 1

An Ordinance Amending the Schedule of Fees and Charges for the City of Lee's Summit to Establish a Credit Card Service Fee for Property Tax Payments and Fees and Charges for Tax Abatement Incentives, Administration of Tax Increment Financing Plans and Special Funding Districts.

Issue/Request:

An Ordinance Amending the Schedule of Fees and Charges for the City of Lee's Summit to Establish a Credit Card Service Fee for Property Tax Payments and Fees and Charges for Tax Abatement Incentives, Administration of Tax Increment Financing Plans and Special Funding Districts.

Key Issues:

The proposed amendment will create two new fees.

Fee 1:

Currently the City of Lee's Summit only accepts cash or check as payment for property tax bills. To better serve the public, beginning in FY19, the treasury counter will begin to accept credit cards for payment. By allowing this form of payment, banks will charge a service fee to process payment. The proposed Schedule of Fees will allow the the City pass on charges from the banks for using credit cards machines to the credit card user. Banks charge an average credit card fees of 2.5% for each transaction.

Fee 2:

This fee schedule will allow the Law Department to seek reimbursement from private developers who seek tax increment financing or other special funding districts.

Proposed City Council Motion:

I move to recommend to City Council approval of An Ordinance Amending the Schedule of Fees and Charges for the City of Lee's Summit to Establish a Credit Card Service Fee for Property Tax Payments.

Background:

This new fee is only being proposed for payment of property taxes. Other fees and charges where credit cards can be used for payment already factor the additional cost as part of the base rate. Because the City does not issue property tax bills, the amount billed cannot be increased to absorb the banks' credit card fees.

Nick Edwards | Assistant City Manager

Recommendation: Staff Recommends Approval

Committee Recommendation: N/A

BILL NO. 18-

AN ORDINANCE AMENDING THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT TO ESTABLISH A CREDIT CARD SERVICE FEE FOR PROPERTY TAX PAYMENTS AND FEES AND CHARGES FOR TAX ABATEMENT INCENTIVES, ADMINISTRATION OF TAX INCREMENT FINANCING PLANS AND SPECIAL FUNDING DISTRICTS.

WHEREAS, the City of Lee's Summit has various fees and charges that were adopted in the past by ordinance or resolution, and in 1998 the City adopted Ordinance No. 4634, which established a Schedule of Fees and Charges that consolidated all City fees and charges into a comprehensive list; and,

WHEREAS, since adoption of Ordinance No. 4634, the Schedule of Fees and Charges has been updated numerous times through the adoption of ordinances that amended the Schedule of Fees and Charges; and,

WHEREAS, the multitude of updates and amendments to the Schedule of Fees and Charges can cause confusion as to what fees and charges are currently applicable; and,

WHEREAS, the most recent amendment to the Schedule of Fees and Charges was passed on March 15, 2018 pursuant to Ordinance No. 8366; and,

WHEREAS, in order to ensure clarity for the staff and the public with respect to the fees and charges of the City, as adopted by Ordinance No. 8366 on March 15, 2018, it is the desire of the City to amend the current schedule by creating a new credit card convenience fee for property tax payments, and provide for fees and charges for tax abatement incentives and tax increment financing plan and special funding district administration.

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

SECTION 1. The Schedule of Fees and Charges, attached hereto as Exhibit A and incorporated herein by reference, be and hereby is approved and shall be effective upon signature by the Mayor at which date it shall supersede all prior versions of the Schedule of Fees and Charges.

SECTION 2. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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.

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

BILL NO. 18-

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2018.

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

FY19 Schedule of Fees and Charges

Current Fees:

New Fee:

January 1, 2019

January 1, 2020

January 1, 2021

January 1, 2022

Airport

FBO Offices in Administration Building 1.41/sqft

Office-Z.04 188 sqft	\$265.00
Office-Z.05 216 sqft	\$304.00
Office-Z.03 120 sqft	\$169.00

Other Rental Space Per sf in Admin Bldg

Modular Units Rental Rates \$1.26/sqft

Office-A: 121 sqft	\$152.00
Office-B: 121 sqft	\$152.00
Office-C: 154 sqft	\$194.00
Office-D: 205 sqft	\$258.00
Office-E: 152 sqft	\$191.00
Office-F: 49 sqft	\$61.00
Office-G: 294 sqft	\$370.00

Hangar 1 Office Rental Rates: 1.95/sqft

East Office 156 sqft	\$304.00
West Office 138 sqft	\$269.00
North Office 94 sqft	\$183.00

Tows

Tow
Fork Lift

Fuel Card Replacement
Hangar Key replacement

Hangar Rental Fees (rounded to the nearest dollar)

F-Building, Electric doors - 53.5' x 48' "T"	\$637.00
(F) End Units Stores Rooms - 340' Extra Space	\$161.00
G-Building, Electric Doors - 41.5' x 33' "T"	\$394.00
(G) End Unit Store Rooms - 375' Extra Space	\$165.00
H-Building, Electric Doors - 41.5' x 33' "T"	\$394.00
(H) End Units Store Room - 375' Extra Space	\$165.00
P-Building electric doors - 60' x 60' "T"	\$1,871.00
Extra Jumbo Electric doors - 52' x 50' "T"	\$582.00
(A) End Units, 320' Extra space	\$654.00
J-Building-Aircraft Maintenance Facility	\$2,658.00
Jumbo Electric Doors - 50' x 40' "T"	\$440.00
(A) End Units, 250' Extra Space	\$530.00
Middle, Electric doors - 41' x 34'	\$400.00
(A) End Units, 160' Extra space	\$444.00
North, Electric Doors - 41' x 32' "T"	\$351.00
(A) End Units, 320' Extra space	\$443.00
North, Electric Doors - 42' x 33' "T"	\$377.00
(A) End Units, 160' Extra space	\$414.00
(B) End Units, 320' Extra space	\$469.00
Kingsize, Electric Doors - 40' x 29' "T"	\$331.00
(A) End Units, 160' Extra space	\$369.00
End Units, 320' Extra space	\$414.00
(W) Building, Electric Doors - 42' x 32' "T"	\$394.00
(W) End Units Store Room - 375' Extra Space	\$165.00
X-Building, Electric Doors - 42' x 32' "T"	\$394.00

(X) End Unit Store Rooms - 375' Extra Space	\$165.00
W or X Hangar Unit Rates for Displaced Customers From L-Hangars	\$317.00
W or X Hangar Unit Rates for Displaced Customers From S-Hangars	\$262.00
W or X Hangar Unit Rates for Displaced Customers From Open-T-Hangars	\$152.00
Hangar 1 Rental Monthly Rental Rates	
Single Engine Piston Aircraft	\$500
All other aircraft (Fee based on area occupied by aircraft)	\$500-\$2,000

Monthly Electrical Fees

Air Compressor	\$9.00/ month
Fan	\$3.00/ month
Heater Portable	\$55.00/ month
Refrigerator	\$16.00/ month

Overnight Tie-Down Fees

Single Engine Turbo Prop and Single/Multi Engine Piston Aircraft	\$15.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more
ME Turbo Props and Jets	\$75.00 per night; 1st night waived with 150 gallon purchase; 2nd night waived with purchase of 250 gal or more
Helicopter	\$15.00 per night; 1st night waived with fuel purchase. 2nd night waived with purchase of 50gal or more
Lavatory Service	\$45, if no fuel purchase

Power Starts

Ground Power Unit	\$45 if no fuel purchase
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Preheats

Single Piston Engine	\$45
Twin Piston Engine	\$55

De-Ice Service

Initial Fee	\$150.00
De-Ice Fluid	De-ice fluid prices are determined by market rates

Ramp Service Fees for Transient Aircraft After 1 Hour

Piston Engine(s)	\$10.00 if no fuel purchase
Jet/Turbo-Prop Aircraft	\$60.00 or 80 gallon fuel purchase
Helicopter	\$10.00 if no fuel purchase
Minimum Fuel Service Fee	\$500

Hangar 1 Minimum Fuel Service Fee

Piston Aircraft 250 gal/year	\$500
Jet-A Turbo Prop and Helicopters 900 gal/year	\$1,200
Jet Aircraft 1800 gal/year	\$2,400

Other Services

Ramp Tie-down	\$59 per month
Self-Servicing Fuel system	\$0.18/ gallon discount
Trash Service	\$15

Temporary Storage due to inclement weather in a non-heated less than 4 Hours

\$75

Transient Overnight and Day Hangar Fees (Non Heated)

Single engine piston/turbo-prop and Helicopters	\$50
Multi-engine piston	\$75
Multi-engine turbo props and jet aircraft	\$175 per night

Transient Overnight and Day Hangar Fees (Heated Hangar)

Single engine piston/turbo-prop and Helicopters	\$75 per night
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Multi-Engine Piston	\$100 per night
Multi-engine Turbo Props and Jet Aircraft	\$175 per night

Fuel Prices

100 Low Lead	Fuel prices are determined by market rates
Jet A	Fuel prices are determined by market rates
Unleaded	Fuel prices are determined by market rates

Facility Fee

Jet Aircraft	.07 per gallon
Piston Aircraft	.05 per gallon
Hangar 1 Event Rental	\$500/use

After Hours	\$85
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Animal Control Fees

Administrative Fee- Spay-Neuter under Section 5-137	\$50.00
Breeder Permit	\$350.00 per breeder
Litter Permit	\$20.00 per litter
Hobby-Kennel or Hobby-Cattery Avocation Permit	\$40.00
Deceased Animal disposal fee	\$12.50/ animal
Dog & Cat License	
Spayed or Neutered	\$10.00
Unaltered - 1st year of life	\$10.00
Unaltered - 2nd or subsequent year of life	\$45.00
Lifetime license - Spayed or neutered dogs & cats only	\$50.00
*Penalty after May 1st	\$1.00
**Replacement tag	\$1.00
Impoundment - Dog & Cat	\$20.00
Daily Boarding Fee	\$10.00 / day
Impoundment of any animal - other than a dog or cat:	
Large animals	\$25.00
Small animals	\$10.00
Daily Feeding fee	
Large animals	\$8.00/ day
Small animals	\$5.00/ day
Micro-chipping	\$15.00
Adoption Fees:	
female cats	\$80.00
male cats	\$80.00
male dogs	\$100.00
female dogs	\$100.00

Cemetery

Cremation Grave Space	\$500.00
Grave Space	\$1,000.00
Weekday Grave Opening	\$800.00
Weekend/Holiday Grave Opening	\$950.00
Double Deep Grave Opening (first opening)	\$50.00
Weekday Infant Grave Opening	\$300.00
Weekend/Holiday Infant Grave Opening	\$450.00
Weekday Flagging Fee	\$50.00
Weekend/Holiday Flagging Fee	\$75.00
Weekend/Holiday Columbarium Opening	\$450.00
Columbarium Niche 104 Serpentine	\$2,000.00
Columbarium Double Niche	\$4,000.00

Cremation Opening	\$300.00
Columbarium Opening (Weekday)	\$300.00
Weekend/Holiday Cremation Grave Opening	\$450.00
Double Deep Grave Opening (first opening added to grave opening charge)	\$50.00
Monument foundations, footings adult (minimum \$115.20)	\$0.40/ square inch
Monument foundations, footings infant (smaller than 2')	\$50.00
Purchase of unused grave (by City)	\$76.00

Court

Credit Card convenience fee

Court Fees are established by State Statutes. For more information regarding court fees. Please visit

Court Automation fee

<http://www.cityofls.net/Municipal-Court/Fines-and-Fees/Violations-and-Fees.aspx>

Ticket Surcharge

Development Services

COMMERCIAL ACTIVITIES

Addition to Commercial	0.4% of project construction valuation
Alteration to Commercial	0.4% of project construction valuation
Addition/Alteration to Multi-family	0.4% of project construction valuation
Change of Tenant	0.4% of project construction valuation
New Commercial	0.4% of project construction valuation
New Multi-Family	0.5% of project construction valuation
New Commercial Shell Building	0.4% of project construction valuation
New Tenant Finish	0.4% of project construction valuation
Partial Commercial	0.4% of project construction valuation

RESIDENTIAL ACTIVITIES

Addition/Alteration 3 or 4 family	0.35% of project construction valuation
Addition/Alteration Duplex	0.35% of project construction valuation
Addition/Alteration Single family	0.35% of project construction valuation
New 3 or 4 family	0.35% of project construction valuation
New Duplex	0.35% of project construction valuation
New Single family	0.35% of project construction valuation
Partial Residential	0.35% of project construction valuation

MISCELLANEOUS CONSTRUCTION ACTIVITIES AND OTHER FEES

Addition/Alteration to other	0.15% of project construction valuation
Move	0.5% of project construction valuation
New other	0.45% of project construction valuation
Repair/replace/upgrade	0.7% of project construction valuation
Demolition permit	\$30.00
Minimum permit fee	\$30.00
Board of Appeals	\$300
3rd and subsequent inspections or "Not Ready" fee	

\$50 per inspection (when inspector arrives on site and the work is not ready to be inspected).

After hours inspections	\$50.00 / hour
Sidewalk Deposits	\$25 / linear foot

Code Abatement Services	Actual cost(s) for contracted service(s) + \$100.00 Administrative charge & \$28.00 filing fee
Lien Release Electronic Filing Fee	\$28.00
Water Test Fee	\$100 per sample
Engineering Plan Review and Inspection Fee	3% of project construction valuation*

*The value used for determining the Engineering Plan Review and Inspection (EPRI) Fee under the Public Works section of the Schedule of Fees. It is determined by using: A) the "Engineering Estimate of Probable Construction Cost" as provided by a Development Applicant, which shall be verified by City Staff to ensure the values used by the Engineer for labor and material are current and accurate and that quantities are correct; or B) the Contract amount shown in the Development Applicant's Contract for the Project. The Project Construction Valuation will only be based upon the method shown in Subsection (B), if City Staff and the Development Applicant cannot agree on the proper amount by application of Subsection (A).

Grading (Land Disturbance) Permit

1 acre and less	\$200
Greater than 1 acre up to 3 acres	\$400
Greater than 3 acres up to 5 acres	\$600
Greater than 5 acres up to 15 acres	\$800
Greater than 15 acres up to 25 acres	\$1,000
Greater than 25 acres up to 50 acres	\$1,200
Greater than 50 acres	\$1,400

LICENSING FEES

Business Licenses	\$50.00 Flat fee
Penalty on Business License	5% per month delinquent (25% max)
Contractor License	\$25.00

PLANNING FEES

Commercial Rezoning and Preliminary Development Plan

Commercial Rezoning and Preliminary Development Plan, less than 5 acres	\$2800.00 + two legal notice publishing charge
Commercial Rezoning and Preliminary Development Plan, more than 5 acres	\$3600.00 + two legal notice publishing charge
Commercial Preliminary Development Plan, less than 5 acres	\$1800.00 + two legal notice publishing charge
Commercial Preliminary Development Plan, more than 5 acres	\$2400.00 + two legal notice publishing charge

Comprehensive Plan and Other Plan Documents

Comprehensive Plan Book	\$25.00
Comprehensive Plan on CD-ROM	\$15.00
Colored Comprehensive Plan Map only	based on size-see GIS fees under "Miscellaneous"
Comprehensive Plan Book including all appendices	\$120.00
Downtown Master Plan	\$25.00
M-150/M-291 Corridor Plan	\$25.00

Final Development Plan (Residential or Commercial)

Staff Review FDP 0-5 acres	\$600.00
Staff Review FDP over 5 acres	\$1,000.00

Legal notice publishing charge (required for all Public Hearing applications) \$165.00 per legal notice publishing charge

Maps

Maps using Engineering Copier - 24x36"	\$5.00
Maps using Engineering Copier - 36x48" or larger	\$10.00
Maps from GIS using plotter	based on size-see GIS fees

Plans and Studies

Historic Preservation Plan	\$20.00
Cultural Resources Study	\$20.00
Downtown Market Study	\$10.00
Downtown Traffic and Parking Study	\$20.00
Residential Rezoning & Preliminary Development Plan	
Rezoning with no PDP (AG, RDR & R-1 only)	\$700.00 + two legal notice publishing charge
Residential Rezoning and Preliminary Development Plan, less than 5 acres	\$2400.00 + two legal notice publishing charge
Residential Rezoning and Preliminary Development Plan, more than 5 acres	\$3000.00 + two legal notice publishing charge
Residential Preliminary Development Plan - 0-5 acres	\$1600.00 + two legal notice publishing charge
Residential Preliminary Development Plan - over 5 acres	\$2000.00 + two legal notice publishing charge
Sign Permits	
Sign Permit - permanent signs	\$100.00
Sign Permit - electric	\$100.00 + Minimum Permit Fee (See Codes Administration fees)
Sign Permit - temporary	\$50.00
Sign Permit - incidental signs	\$50.00
Subdivision Plats (Residential or Commercial)	
Preliminary Plat	\$700.00 + \$ 3.00 per lot
Minor Plat	\$600.00
Final Plat	\$700.00 + \$3.00 per lot
Unified Development Ord. (UDO)	
Paper	\$20.00
CD ROM	\$10.00
Request to Amend Unified Development Ordinance (non-City initiated)	
Request to CEDC	\$100
Public Hearing Legal Notice to Paper	\$330
Miscellaneous Permits and Fees	
Banners on streetlight poles	\$50 application fee
Sign Application for Planning Commission action	\$200
Special Use Permit - In-Home Renewals only	\$300.00 + legal notice publishing charge
Special Use Permit (Residential or Commercial)	\$900.00 + legal notice publishing charge
Street Name Change Application	\$100.00 + legal notice publishing charge
Vacation of Right-of-Way	\$100.00 + legal notice publishing charge
Vacation of Utility Easement	\$100.00
Zoning Approval Form for Business license	no charge
Zoning Confirmation letter	\$100.00
Zoning Variance (Board of Adjustments)	\$300.00 + legal notice publishing charge

Economic Development

In-House Economic Development Legal Counsel hourly rate:

\$190 per hour

TIF Plans:

Legal Costs – Actual costs incurred by the Law Department based on the applicable In-House Economic Development Legal Counsel hourly rate. This amount will be charged to the Special Allocation Fund for the applicable TIF plan.

Finance Department Costs – Actual costs incurred by the Finance Department based on applicable hourly rates. This amount will be charged to the Special Allocation Fund for the applicable TIF plan.

Community Improvement Districts:

Legal Costs – Actual costs incurred by the Law Department based on the applicable In-House Economic Development Legal Counsel hourly rate. This amount will be charged to the fund managed by the by the Finance Department for the applicable CID.

Finance Department Costs – Actual costs incurred by the Finance Department based on applicable hourly rates. This amount will be charged to the fund managed by the Finance Department for the applicable CID.

Transportation Development Districts:

Legal Costs – Actual costs incurred by the Law Department based on the applicable In-House Economic Development Legal Counsel hourly rate. This amount will be charged to the fund managed by the by the Finance Department for the applicable TDD.

Finance Department Costs – Actual costs incurred by the Finance Department based on applicable hourly rates. This amount will be charged to the fund managed by the Finance Department for the applicable TDD.

Fees and Charges for Tax Abatement Approvals:

Application Fee:

0.10% of the proposed amount of the bonds, with \$1,000 minimum and \$3,000 maximum. Application Fee shall be annual; if final action on an Application does not occur within one year, a new and updated Application shall be filed together with payment of new Application Fee.

Issuance Fee: The applicant shall pay an issuance fee to the City at closing of the transaction according to the following schedule:

Principal Amount	Fee
Under \$1,000,000	\$4,000
\$1,000,000 to \$5,000,000	\$4,000 + \$1 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$8,000 + \$0.75 per \$1,000 over \$5,000,000
\$10,000,000 to \$50,000,000	\$11,750 + \$0.25 per \$1,000 over \$10,000,000

Over \$50,000,000

\$21,750 + \$0.15 per \$1,000
over \$50,000,000

Fire Department

Advanced Life Support 1	\$977 resident / \$1,302 non-resident
Advanced Life Support 2	\$1,102 resident / \$1,459 non-resident
Basic Life Support (non-life threat)	\$847 resident / \$1,198 non-resident
Intra-City Hospital to Hospital Transfer	\$472
Lee's Summit Medical Center	
St. Luke's East	
Truman Medical Center- Lakewood	
Mileage	\$17.50 per mile
Standby Emergency Equipment	
Ambulance	\$150.00/ hour
Fire Truck	\$250.00/ hour

Maps and GIS

Pre-printed Map

CD-ROM	\$15.00
Hardcopy (Plotter - B&W or color)	
8.5 x 11	\$5.50
11 x 17	\$6.10
17 x 22	\$7.25
22 x 34	\$9.50
33 x 44	\$14.00

Custom map*

CD-ROM	\$25.00
Hardcopy (Plotter - B&W or Color)	
8.5 x 11	\$10.50
11 x 17	\$11.10
17 x 22	\$12.25
22 x 34	\$14.50
33 x 44	\$19.00
Custom size (36 x 48-60)	\$20.00

*Fee includes \$10 for labor. Additional time required will be billed at \$20/ hour in 30 minute increments. Additional maps will be at base price (less labor).

Miscellaneous

Credit Card Convenience Fee for Property Tax Payments 2.5% of total bill

Fees for Special Events (as defined in the UDO Article 11)

Application Fee	\$50.00
Fee for City services for special event of one (1) day or less	\$250.00
Fee for City services for special event of two (2) days	\$500.00
Fee for City services for special event of three (3) or more days	\$1,500.00

Fee for City services for 5K run on established route (maps of established routes are available from the Police Department)

Route 1 (downtown area)	\$1,000.00
Route 2 (Ward Road area)	\$400.00
Route 3 (Legacy Park & Blackwell area)	\$500.00
Route 4 (Jefferson Street and Stuart Road area)	\$600.00

Fee for City Services for athletic events, on a route approved by City Council or City staff (not on a pre-established route for 5K runs): actual cost of service, with estimated amount, determined by City staff, to be paid prior to the event, and the difference to be reimbursed by the City or paid by the applicant following the event

Access and Search Fee \$25.00/ hour

Application Fees:

Cable Franchise processing fee \$5,000 + \$200/ 1000 population

Telecommunications services ROW use agreement processing fee	Maximum \$20,001 \$2,000 + \$100/ 1000 population
Code of Ordinances (paper copy)	Maximum \$5,001 \$165.00
Fireworks Sales Permit Fee	\$275.00
Misc. Permits	\$100.00
Penalty on Pet License	\$1.00
Photocopies	\$0.10/ page + any applicable access & search fee

Police

Alarm	\$25.00 One-time Registration Fee and \$10.00 Yearly Renewal Fee
Fingerprints	\$5.00/ 3 cards resident or \$10.00/ 3 cards non-resident
Hourly services	\$30/ hr +\$10/hr if police vehicle is used

Records Fees

Initial Report Copy	\$5.00
Microfilmed Copies	\$10.00
Certified Reports	\$20.00
Security Registration	\$50.00
Replacement Fee	\$5.00

Firing Range Use Fee \$200 half day / \$400 full day

*Note: Not open to public; partner law enforcement agencies only

Solicitor Permit	
Up to 180 days	\$50.00
Between 181 - 365 days	\$100.00
Special Detail Services	\$43.00
Audio cassette, CD, DVD, VHS	\$40.00

Public Works

Temporary Traffic Control Permit	No charge. Permit is required for temporary traffic control.
Blasting Permit	\$150.00 per blasting application
Decorative Sign Post	Where an existing pole is being replaced that meets the current standards, the fee is 100% total material and labor cost (est. \$130.00) Where an existing pole is being replaced that does not meet current standards, the fee is the cost difference between the standard pole and decorative pole (est. \$35.00)
Design and Construction Manual	\$50.00 per hard copy
Right-of-Way Permit	\$5.00 per CD
Right-of-Way Permit	\$80 per unit

Water Utilities

After Hours Reactivation Charge	\$50.00				
Annual Cooling Tower / Irrigation Sub-Meter charge per meter	\$50.00				
Builders Water Deposit	\$50.00				
Bulk Water Sales / per 1,000 gal	\$5.41	\$5.60	\$5.80	\$6.00	\$6.10
Discharge Sewer Rates (regardless of source) / per 1,000 gal	\$5.42	\$5.59	\$5.76	\$5.94	\$6.05
Hydrant Meters					
3/4" meter	\$200 deposit, \$5.00 per day + minimum 100 gallons per day @ commercial water rate				
2" meter	\$500 deposit, \$10.00 per day + minimum 250 gallons per day @ commercial water rate				

Infrastructure Repair manpower hours + 35% for benefits, cost of materials or purchase price + cost for vehicles or equipment used in the repair

Miscellaneous Service including After Hours manpower hours + 35% for benefits, cost of materials or purchase price + cost for vehicles or equipment used in the repair

Monthly Sewer Base Charge per Meter size (inches)

5/8	\$14.15	\$14.58	\$15.02	\$15.48	\$15.77
3/4	\$15.84	\$16.32	\$16.81	\$17.32	\$17.67
1	\$21.22	\$21.86	\$22.52	\$23.20	\$23.64
1 1/2	\$28.29	\$29.14	\$30.02	\$30.93	\$39.41
2	\$42.44	\$43.72	\$45.04	\$46.40	\$63.05
3	\$49.51	\$51.00	\$52.53	\$54.11	\$78.80
4	\$56.58	\$58.28	\$60.03	\$61.84	\$110.31
6	\$70.72	\$72.85	\$75.04	\$77.30	\$157.58
8	\$84.87	\$87.42	\$90.05	\$92.76	\$189.10
10	\$99.01	\$101.99	\$105.05	\$108.21	\$236.37

Monthly Water Base Charge per Meter size (inches)

5/8	\$9.95	\$10.25	\$10.56	\$10.88	\$11.10
3/4	\$11.14	\$11.48	\$11.83	\$12.19	\$12.44
1	\$14.92	\$15.37	\$15.84	\$16.32	\$16.64
1 1/2	\$24.86	\$25.61	\$26.38	\$27.18	\$27.71
2	\$39.77	\$40.97	\$42.20	\$43.47	\$55.40
3	\$59.66	\$61.45	\$63.30	\$65.20	\$88.63
4	\$79.54	\$81.93	\$84.39	\$86.93	\$110.78
6	\$99.43	\$102.42	\$105.50	\$108.67	\$132.92
8	\$149.14	\$153.62	\$158.23	\$162.98	\$188.29
10	\$298.28	\$307.23	\$316.45	\$325.95	\$387.66

Penalty Rate (water & sewer) outstanding balances 5%

Plumbers Bond Deposit \$375.00

Reactivate Water Charge \$25.00

Returned Payment \$25.00

Service Activation Charge \$10.00

Service Rates (receiving Water through permanent meters)

Commercial Rates / per 1,000 gal	\$5.02	\$5.18	\$5.34	\$5.51	\$5.60
Residential Rates / per 1,000 gal					
for the first 7,000 gal	\$4.26	\$4.39	\$4.53	\$4.67	\$4.77
7,000-15,000 gal	\$5.02	\$5.18	\$5.34	\$5.51	\$5.60
over 15,000 gal	\$6.27	\$6.46	\$6.67	\$6.86	\$7.00

Sewer Connection Fee / per drain opening \$30.00

Sewer Improvement Fee (Maybrook) / per drain opening \$42.61

Sewer Improvement Fee (Middle Big Creek) / per drain opening \$33.48

WATER - SYSTEM DEVELOPMENT CHARGES

Water Tap Fees (Based on Meter Size) and Meter Set-up

5/8" x 3/4"					
Tap Charge	\$3,409.00				
Meter Set-up	\$408.37				
3/4"					
Tap Charge	\$5,693.00				
Meter Set-up	\$454.52				
1"					
Tap Charge	\$9,102.00				
Meter set-up	\$656.17				
1 1/2"					
Displacement					
Tap Charge	\$11,363.00				

Meter set-up	\$2,355.55
2"	
Displacement	
Tap Charge	\$22,738.00
Meter set-up	\$2,307.98
Compound	
Tap Charge	\$36,374.00
Meter Set-up	Quote
3"	
Class I & II Turbine (With Water Utilities Director Approval)	
Tap Charge	\$79,543.00
Meter set-up	Quote
Compound	
Tap Charge	\$72,725.00
Meter Set-up	Quote
4"	
Class I Turbine (With Water Utilities Director Approval)	
Tap Charge	\$136,360.00
Meter Set-up	Quote
Class II Turbine (With Water Utilities Director Approval)	
Tap Charge	\$143,178.00
Meter Set-up	Quote
Compound	
Tap Charge	\$113,633.00
Meter Set-up	Quote
6"	
Class I Turbine (With Water Utilities Director Approval)	
Tap Charge	\$284,083.00
Meter Set-up	Quote
Class II Turbine (With Water Utilities Director Approval)	
Tap Charge	\$318,173.00
Meter Set-up	Quote
Compound	
Tap Charge	\$227,267.00
Meter Set-up	Quote
8"	
Class I Turbine (With Water Utilities Director Approval)	
Tap Charge	\$409,080.00
Meter Set-up	Quote
Class II Turbine (With Water Utilities Director Approval)	
Tap Charge	\$545,440.00
Meter Set-up	Quote
Compound	
Tap Charge	\$363,638.00
Meter Set-up	Quote
10"	
Class I Turbine (With Water Utilities Director Approval)	
Tap Charge	\$659,073.00
Meter Set-up	Quote
Class II Turbine (With Water Utilities Director Approval)	
Tap Charge	\$863,613.00
Meter Set-up	Quote
Compound	
Tap Charge	\$522,713.00

Meter Set-up

Quote

Packet Information

File #: TMP-1054, **Version:** 1

An Ordinance Approving Amendment No. 5 to the Budget for the Fiscal Year Ending June 30, 2019, as Adopted by Ordinance No. 8405, by Revising the Authorized Expenditures and Full Time Equivalents for the City of Lee's Summit and Establishing the Annual Budget for Fund 205 - Longview Community Center.

Issue/Request:

An Ordinance Approving Amendment No. 5 to the Budget for the Fiscal Year Ending June 30, 2019, as Adopted by Ordinance No. 8405, by Revising the Authorized Expenditures and Full Time Equivalents for the City of Lee's Summit and Establishing the Annual Budget for Fund 205 - Longview Community Center.

Key Issues:

- LSPR acquired Longview Community Center in September 2018
- On August 15, 2018, the Park Board approved renovations, operational funding and staffing for Longview Community Center
 - Renovation Budget of \$1,650,000.00
 - Remaining FY2019 Operational Expenditures of \$971,479.00
 - Authorization for Additional Full Time Positions
- City Charter vests authority and responsibility over Parks and Recreation functions and funds with the Park Board
- City Charter requires that all funds of the City be included in overall budget
- Park Board's authorized amendments to its' budget are being presented to City Council for inclusion in City Budget to accurately reflect all City funds.

Proposed City Council Motion:

I move to recommend approval to City Council an Ordinance Approving Amendment No. 5 to the Budget for the Fiscal Year Ending June 30, 2019, as Adopted by Ordinance No. 8405, by Revising the Authorized Expenditures and Full Time Equivalents for the City of Lee's Summit and Establishing the Annual Budget for Fund 205 - Longview Community Center.

Background:

In September 2018, Lee's Summit Parks and Recreation purchased the Longview Community Center (LVCC) from the Junior College District of Metropolitan Kansas City, Missouri (hereinafter "MCC.") Following the purchase, Fund 205 was created within the City's financial system to account for revenues and expenses associated with the new facility. Additionally, Parks staff has worked to create an annual budget for the fund.

At a Special Meeting on August 15, 2018, the Park Board approved the following items related to the Longview Community Center's inclusion into the Parks system:

- Renovation Budget of \$1,650,000.00 to be funded through the following sources
 - Transfer of \$650,000.00 from Parks and Recreation Fund 200

- Transfer of \$200,000.00 from Legacy Park Community Center Fund 202
- Transfer of \$800,000.00 from Parks COP Debt Fund
- Operational Expenditures for the remaining period of Fiscal Year 2019 of \$971,479, which includes funding for part time employees to staff the facility, with any shortfall to be accommodated through the use of Parks and Recreation Fund 200 pursuant to the Fund Balance Policy
- Authorization to add to the Parks Department Pay Plan 4 additional full-time positions

The Charter of the City of Lee's Summit, Missouri vests the Park Board with control over the supervision, improvement, care and custody of parks and recreation activities, and further provides that the Park Board has control over the funds generated through taxes for parks and recreation purposes.

The Charter further provides that the Budget of the City shall provide a complete financial plan of all city funds, including Parks and Recreation funds. Accordingly, the Park Board presents its' budget for the Parks and Recreation Department for inclusion in the City's overall budget each year.

Because the Park Board has amended its' budget to include the new Longview Community Center, it is presenting those amendments to the City Council for inclusion in the City's overall budget in order to comply with the requirement of the City Charter.

Based upon the above authorizations and projections, for the remainder of fiscal year 2019 (FY19), it is anticipated that LVCC generate \$824,019.00 in revenue and incur \$971,479.00 in expenses. Shortfall will be accommodated through the use of Parks and Recreation Fund 200 pursuant to the Fund Balance Policy.

Jackie McCormick Heanue | Superintendent of Legal Services and Human Resources

Recommendation: Staff Recommends Approval of an Ordinance Approving Amendment No. 5 to the Budget for the Fiscal Year Ending June 30, 2019, as Adopted by Ordinance No. 8405, by Revising the Authorized Expenditures and Full Time Equivalents for the City of Lee's Summit and Establishing the Annual Budget for Fund 205 - Longview Community Center.

Committee Recommendation: N/A

BILL NO. 18-

AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019 AS ADOPTED BY ORDINANCE NO. 8405, BY REVISING THE AUTHORIZED EXPENDITURES AND FULL TIME EQUIVALENTS FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE ANNUAL BUDGET FOR FUND 205 – LONGVIEW COMMUNITY CENTER.

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 Park Board is an entity appointed by the Mayor with the advice and consent of the majority of the entire City Council, as outlined in Article VIII, Section 8.1(a) of the City Charter; and,

WHEREAS, Article VIII, Section 8.2(a) of the City Charter vests the Park Board with the control of the supervision, improvement, care and custody of the parks and recreation activities of the City; and,

WHEREAS, Article VIII Section 8.3(b) of the City Charter vests the Park Board with the control over the funds generated through taxes for parks and recreation purposes; and,

WHEREAS, the Park Board has duly amended its' budget and pay plan for Fiscal Year 2019 to account for renovations, operations and staffing for the Longview Community Center for the remainder of Fiscal Year 2019; and,

WHEREAS, Article XIII, Section 11.3 of the City Charter requires that the Annual Budget provide a complete financial plan of all city funds, including those under the care and control of the Park Board; and,

WHEREAS, in order for the City's Annual Budget to be accurate and in compliance with the Charter, the Park Board is presenting its' amended budget to the City Council for inclusion in the City's overall budget.

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

SECTION 1. That the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405 is hereby amended by increasing the appropriations to or reductions and expenditures of the below identified funds for the fiscal and budget year of 2018-2019, as approved by the Park Board, in the manner shown below:

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F205 Longview Community Center		\$971,479	\$971,479

BILL NO. 18-

SECTION 2. That the allocation of full time equivalents for the Parks and Recreation Department is hereby amended to include an additional (4) FTE's as approved by the Park Board and evidenced in the attached Exhibit A.

SECTION 3. That all other provisions of Ordinance No. 8405 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. 8457), Amendment No. 2 (Ordinance No. 8435) Amendment No. 3 (Ordinance No. 8488) and Amendment No. 4 (Ordinance No. 8489).

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

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Daniel R. White*

**FULL TIME STAFF COMPENSATION
2018/2019 SCHEDULE AMENDED AS OF AUGUST 15, 2018**

Grade	Title	2017-2018 Salary Range	2018-2019 Salary Range
7	None	\$24,566 - \$39,355	\$24,566 - \$39,355
8	Service Representative I (2) (3) Assistant Recreation Supervisor (1)	\$26,112 - \$41,963	\$26,112 - \$41,963
9	Recreation Supervisor I (3) (4) Maintenance Specialist (3) (4) Park Specialist (2)	\$28,269 - \$45,541	\$28,269 - \$45,541
10	Skilled Park Specialist (1)	\$30,644 - \$49,520	\$30,644 - \$49,520
11	Senior Park Specialist (4) Recreation Supervisor II (0) Administrative Services Coordinator (1) Aquatics Supervisor (1)	\$33,261 - \$53,884	\$33,261 - \$53,884
12	Legacy Park Community Center Assistant Manager (1) Maintenance Supervisor (4) (2) Park Maintenance Supervisor (1) Marketing Coordinator (1) Master Park Specialist (6) Recreation Supervisor III (0)	\$36,150 - \$56,331	\$36,150 - \$56,331
13	None	\$39,339 - \$64,162	\$39,339 - \$64,162
14	Park Operations Manager (1)	\$42,866 - \$70,171	\$42,866 - \$70,171
15	Aquatics Manager (1) Gamber Community Center Manager (1) Harris Park Community Center Manager (1) Administration Manager (1) Assistant Superintendent of Park Construction (1) Legacy Park Community Center Manager (1)	\$46,769 - \$76,794	\$46,769 - \$76,794
16	Assistant Superintendent of Recreation Services (1)	\$51,093 - \$84,099	\$51,093 - \$84,099
17	Superintendent of Recreation (1) Superintendent of Park Planning and Construction (1) Superintendent of Park Operations (1) Superintendent Legal Services and Human Resources (1)	\$55,889 - \$92,273	\$55,889 - \$92,273
18	Superintendent of Administration II (1) Superintendent of Recreation II (1)	\$61,213 - \$101,308	\$61,213 - \$101,308
19	None	\$70,546 - \$116,754	\$70,546 - \$116,754
20	Assistant Administrator (0)	\$74,711 - \$123,721	\$74,711 - \$123,721
21	None	\$80,142 - \$132,715	\$80,142 - \$132,715
22	None	\$82,910 - \$134,816	\$82,910 - \$134,816

Unclassified--Administrator of Parks and Recreation (1)
Longview Community Center Additions/Modifications in RED

Packet Information

File #: 2018-2396, **Version:** 1

Presentation of FY19 Q1 Financial Dashboards

Issue/Request:

Presentation of FY19 Q1 Financial Dashboards

Key Issues:

Revenue: Total General Fund (GF) revenue is below budget amounts by \$221k, or -2%. However, total revenue exceeds last year's totals for the same time period by \$512k, or 4%. Both sales and franchise tax amounts are trending above budgeted amounts. Licenses, permits, and fees are below budgeted amounts.

Expenditures: Total GF expenditure amounts are \$1.7m, or 9%, below budgeted amounts. The variance is due to unprocessed transfers to other funds that have not occurred but will be processed soon. Personnel Service expenses are above budgeted amounts due to an early accrual of workers compensation funding.

Proposed City Council Motion:

N/A

Background:

N/A

Nick Edwards | Assistant City Manager

FY19 Monthly Financial Report - September

GENERAL FUND REVENUES FOR FY2019

Revenue Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Property Tax	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%
Net Sales Tax	\$4,792,762	\$4,488,716	\$304,046	6.8%	\$4,357,970	\$434,792	10.0%
Sales Tax	\$4,970,559	\$4,676,651	\$293,908	6.3%	\$4,540,174	\$430,385	9.5%
EATs	(\$177,797)	(\$187,936)	\$10,139	-5.4%	(\$182,204)	\$4,407	-2.4%
Franchise Tax:							
Natural Gas	\$258,409	\$286,581	(\$28,172)	-9.8%	\$304,367	(\$45,958)	-15.1%
Telephone	\$540,833	\$512,770	\$28,063	5.5%	\$543,976	(\$3,143)	-0.6%
Electric	\$2,657,916	\$2,454,917	\$202,999	8.3%	\$2,492,232	\$165,684	6.6%
Cable TV	\$331,220	\$338,674	(\$7,454)	-2.2%	\$334,709	(\$3,489)	-1.0%
Motor Vehicle Taxes	\$954,164	\$912,827	\$41,337	4.5%	\$968,148	(\$13,984)	-1.4%
Other Taxes	\$74,215	\$86,209	(\$11,994)	-13.9%	\$79,713	(\$5,498)	-6.9%
Fines & Forfeitures	\$294,712	\$299,776	(\$5,064)	-1.7%	\$292,315	\$2,397	0.8%
Licenses, Permits & Fees	\$487,421	\$781,452	(\$294,031)	-37.6%	\$589,509	(\$102,088)	-17.3%
Intergovernmental	\$355,382	\$287,016	\$68,366	23.8%	\$96,760	\$258,622	267.3%
Charges for Service	\$1,953,145	\$1,932,671	\$20,474	1.1%	\$1,743,760	\$209,385	12.0%
Investment Earnings	\$93,025	\$30,000	\$63,025	210.1%	\$53,980	\$39,045	72.3%
Other	\$50,933	\$43,250	\$7,683	17.8%	\$402,609	(\$351,676)	-87.3%
Transfers In	\$201,446	\$804,515	(\$603,069)	-75.0%	\$273,629	(\$72,183)	-26.4%
Total	\$13,045,583	\$13,259,374	(\$213,791)	-1.6%	\$12,533,677	\$511,906	4.1%

GENERAL FUND EXPENDITURES FOR FY2019

Expenditure Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Personal Services	\$12,305,862	\$11,940,585	\$365,277	3.0%	\$12,062,034	\$243,828	2.0%
Supplies for Resale	\$39,251	\$119,510	(\$80,259)	-67.2%	\$90,693	(\$51,442)	-56.7%
Other Supplies & Services	\$2,947,306	\$3,166,949	(\$219,643)	-6.9%	\$2,396,224	\$551,082	23.0%
Repairs & Maintenance	\$446,379	\$460,305	(\$13,926)	-3.0%	\$516,294	(\$69,915)	-13.5%
Utilities	\$315,317	\$452,441	(\$137,124)	-30.3%	\$391,951	(\$76,634)	-19.6%
Fuels & Lubricants	\$51,931	\$128,201	(\$76,270)	-59.5%	\$108,770	(\$56,839)	-52.3%
Miscellaneous	\$4,113	\$24,362	(\$20,249)	-83.1%	\$8,142	(\$4,029)	-49.5%
Interest	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%
Capital Outlay	\$125,498	\$144,000	(\$18,502)	-12.8%	\$293	\$125,205	0.0%
Interdepartment Charges	\$1,605,420	\$1,600,688	\$4,732	0.3%	\$1,583,658	\$21,762	1.4%
Transfers	\$0	\$1,520,240	(\$1,520,240)	-100.0%	\$2,046,894	(\$2,046,894)	-100.0%
Total	\$17,841,077	\$19,557,281	(\$1,716,204)	-8.8%	\$19,204,953	(\$1,363,876)	-7.1%

Revenue Over/Under Exp: (\$4,795,494) (\$6,297,907) (\$6,671,276)

*As of October 25, 2018