



The City of Lee's Summit

Final Agenda

Finance and Budget Committee

Monday, August 6, 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. Items for Discussion

A. [2018-2167](#) Minutes from 7-2-18 F&BC Meeting

B. [2018-2188](#) Overtime Miscalculation

Presenter: Bette Wordelman, Deputy Finance Director

C. [TMP-0965](#) An Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the purchase and sale of the Longview Recreation Center and authorizing the Mayor to execute the same by and on behalf of the City.

Presenter: Joe Snook, Administrator of Lee's Summit Parks and Recreation

D. [TMP-0963](#) An Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the Use and Operations of the Longview Community Center and authorizing the Mayor to execute the same by and on behalf of the City.

Presenter: Joe Snook, Administrator of Lee's Summit Parks and Recreation

E. [TMP-0967](#) An Ordinance approving a Memorandum of Understanding by and between the Lee's Summit Parks and Recreation Board and the City of Lee's Summit, Missouri for the Inter-Fund Loan to finance the acquisition of the Longview Recreation Center by the Lee's Summit Parks and Recreation Board and approving Amendment No. 2 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, and authorizing the City Manager to take such actions as are necessary to implement the inter-fund loan terms approved herein subject to annual appropriations.

Presenter: Joe Snook, Administrator of Lee's Summit Parks and Recreation

- F. [TMP-0962](#) An Ordinance Setting the Tax Levy for the Year 2018 for the City of Lee's Summit, Cass and Jackson Counties, Missouri

Presenter: Conrad E. Lamb

- G. [TMP-0959](#) An Ordinance authorizing the execution of two intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including it's HealthNet Division to permit the city to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.

Presenter: Nancy Yendes | Chief Counsel of Infrastructure and Planning

- H. [TMP-0958](#) An Ordinance authorizing the award of RFP No. 2018-058 for citizens strategic planning professional services to Novak Consulting Group, INC. and authorizing the City Manager to enter into and execute said agreement for the same by and on behalf of the City in an amount not to exceed \$84,000.00.

Presenter: Stephen Arbo | City Manager

- I. [TMP-0960](#) An Ordinance approving amendment No. 1 to the Budget for the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests.

Presenter: Nick Edwards | Assistant City Manager

6. Roundtable

Adjournment

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Packet Information

File #: 2018-2167, **Version:** 1

Minutes from 7-2-18 F&BC Meeting

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

Monday, July 2, 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

Mayor Pro Tem Lopez arrived at 5:15 p.m.

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

Present: 4 - Councilmember Phyllis Edson
Chairperson Bob Johnson
Councilmember Trish Carlyle
Vice Chair Beto Lopez

Absent: 1 - Alternate Rob Binney

3. Approval of Agenda

Chairman Johnson asked that Item C be moved ahead of Item B. Motion by Councilmember Carlyle, seconded by Councilmember Edson, the agenda was approved with the change. The vote was unanimous.

4. Public Comments

There were no public comments.

5. **Business**

- A. [2018-2134](#) Minutes from F&BC Meeting 6-4-18

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

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

Absent: 1 - Alternate Binney

Finance and Budget Committee

Action Letter

July 2, 2018

- B. [RES NO. 18-10](#) A Resolution authorizing the City of Lee's Summit, Missouri to participate in Cooperative-Piggyback Purchasing Programs - contracts for Fiscal Year 2019. (F&BC 7-2-18)

Recommendation: Recommendation: STAFF RECOMMENDS THAT THE BUDGET AND FINANCE COMMITTEE APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF LEE'S SUMMIT TO PARTICIPATE IN, SPONSOR, CONDUCT, AWARD OR ADMINISTER COOPERATIVE -PIGGYBACK PURCHASING PROGRAMS-CONTRACTS ("THE APPROVED LIST") FOR THE 2019 FISCAL YEAR.

Presenter: Ben Calia, Procurement and Contract Services Manager

Motion by Councilmember Carlyle, seconded by Mayor Pro Tem Lopez, this Resolution was recommended for approval to the City Council - Regular Session due back on 7/12/2018. The vote was unanimous.

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

Absent: 1 - Alternate Binney

- C. [BILL NO. 18-105](#) An ordinance authorizing the award of RFP No. 2018-091 for custodial services to J & R Investments, Inc. d/b/a Woodley Building Maintenance as the vendor under Agreement No. 2018-091 and authorizing the City Manager to enter into and execute said agreement for the same by and on behalf of the City. (F&BC 7/2/18)

Recommendation: Recommendation: Staff Recommends Approval

Presenter: Nick Edwards, Assistant City Manager

Motion by Councilmember Edson, seconded by Councilmember Carlyle, this Ordinance was recommended for approval to the City Council - Regular Session due back on 7/12/2018. The vote was unanimous.

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

Absent: 1 - Alternate Binney

- [2018-2136](#) Review of weather forecasting service contract (F&BC 7-2-18)

Presenter: Nick Edwards, Assistant City Manager

Motion by Councilmember Carlyle, seconded by Councilmember Lopez to send this discussion to full council and recommend the full council request that Parks Dept. look into getting a contract with a weather forecasting service that could be shared with the public. The vote was unanimous.

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

Absent: 1 - Alternate Binney

Finance and Budget Committee

Action Letter

July 2, 2018

- E. Committee discussion regarding Emergency Medical Services cost containment, overtime savings, tax projections and other cost savings

Councilmember Carlyle requested the Public Works, Fire and Police Departments present to the Committee a report on overtime and if there are steps that might be taken to cut down overtime and what is causing the overtime increase. Councilmember Edson stated there were several requests for expansions. Chairman Johnson stated this could be discussed in August.

6. Roundtable

Adjournment

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Packet Information

File #: 2018-2188, **Version:** 1

Overtime Miscalculation

Issue/Request:

A payroll miscalculation relating to overtime hours resulted in approximately \$45,000 to \$50,000 overpayment over a three year period. The miscalculation started in 2015 and was detected and corrected earlier this year. The overpayment impacted 59 employees in six departments.

Key Issues:

By federal law, hourly employees must be compensated for time worked beyond their normal work schedule. Employees choose between extra pay or extra compensatory time with a 1.5 multiplier applied to the normal rate. Each employee has a cap on the number of compensatory hours that can be banked for future time off. When an employee reaches their comp time cap, overtime hours are then paid out at 1.5 times their base salary rate.

The miscalculation occurred when overtime hours were banked as comp time using the 1.5 multiplier, and then the 1.5 overtime pay rate was also applied when the hours were paid because of the employee hitting his comp time cap.

ACTIONS TAKEN

The payroll calculation process has been corrected to insure accuracy of overtime calculations. Those employees that were impacted at significant levels were notified of the overpayment and correction for future payrolls.

Staff will continue to analyze overtime usage. Staff is also examining options for possible reimbursement to the City.

Changes to the personnel policy manual and to overtime practices established by employee group negotiations will also be considered.

Proposed City Council Motion:

No further action is necessary by the Finance and Budget Committee or City Council.

Bette Wordelman, Deputy Finance Director

Overtime Miscalculation

- Miscalculation started in 2015 and corrected in 2018
- Impacts 59 Employees / 6 Departments
- Financial Impact of less than \$50k

Benefit Explanation

- Overtime can be allocated as pay or compensation time (comp time) at the rate of 1.5
- Employees elect either money or comp time
- The amount of comp time is capped for each hourly employee

What happened?

- Step 1: Employee works additional time and eligible for overtime
- Step 2: Payroll Tech enters additional time at 1.5 hours in payroll system
- Step 3: Payroll system calculated at 1.5 times
- Step 4: Employee is paid for 1.5 hours with a multiplier of 1.5 rate

Cause of Miscalculation

- Comp hours are converted to 1.5 at the point they are worked and entered in the time system
- Once employees reached the maximum cap of comp time each hour over the max was then converted to pay using 1.5 times the employee's base rate for each hour.

Corrective Steps

- Corrected the payroll calculation
- Notified employees who were impacted significantly
- Continuing to analyze overtime usage
- Currently examining options to reimburse the City for overpayments
- Seek overtime reform during employee negotiations and changes to the personnel policy manual

Packet Information

File #: TMP-0965, **Version:** 1

An Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the purchase and sale of the Longview Recreation Center and authorizing the Mayor to execute the same by and on behalf of the City.

Issue/Request:

An Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the purchase and sale of the Longview Recreation Center and authorizing the Mayor to execute the same by and on behalf of the City.

Key Issues:

[Enter text here]

Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the purchase and sale of the Longview Recreation Center and authorizing the Mayor to execute the same by and on behalf of the City.

Background:

Lee's Summit Parks and Recreation and the Junior College District of Metropolitan Kansas City, Missouri (hereinafter "MCC") have been discussing the potential sale of the Longview Recreation Center from MCC to LSPR for a number of years. Those negotiations recently resulted in the successful negotiation of the sale of the facility for the total purchase price of \$4.1 million, subject to additional considerations including the imposition of various covenants, conditions, and restrictions on the property regarding maintenance and future use, as well as a stipulation that the property remain used for a public purpose for as long as the property is owned by LSPR. Additionally, the parties negotiated the Longview Community Center Use and Operations Agreement as further consideration for the transaction.

On Wednesday, July 25, 2018, the Lee's Summit Parks and Recreation Board approved the Real Estate Agreement for the Sale and Purchase of the Longview Recreation Center and related documents pursuant to its authority under the Charter granting it control of the supervision, improvement, care and custody of the parks and recreation activities in the City.

Though typically these agreements would not require separate City Council approval by virtue of the powers vested to the Park Board through the City Charter, this item is before the City Council for approval pursuant to RSMo. 70.220.3, which requires that any contract entered into between a municipality and another political

subdivision be approved by the governing body of the municipality.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Joe Snook, Administrator of Lee's Summit Parks and Recreation

Recommendation: Staff recommends approval of an Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the purchase and sale of the Longview Recreation Center and authorizing the Mayor to execute the same by and on behalf of the City.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 18-

AN ORDINANCE APPROVING 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 JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI FOR THE PURCHASE AND SALE OF THE LONGVIEW RECREATION CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID TRANSACTION BY AND ON BEHALF OF THE CITY.

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

WHEREAS, the Lee's Summit Parks and Recreation Board (hereinafter "the Board") through the Charter of the City of Lee's Summit, 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 authorized pursuant to the Charter to acquire real property for parks and recreation purposes, with the title to said property being held in the name of the City of Lee's Summit; and,

WHEREAS, the Board and the Junior College District of Metropolitan Kansas City, Missouri (hereinafter "MCC") have negotiated a real estate transaction which contemplates the sale of the Longview Recreation Center from MCC to the Board; 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 MCC as partial consideration for said real estate transaction, for certain continued uses by MCC of Board facilities; and

WHEREAS, the Board and MCC wish to enter into a Real Estate Agreement which contemplates the terms and conditions associated with the purchase and sale of the property; and,

WHEREAS, a copy of the Real Estate Agreement referenced herein is 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 Real Estate Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Junior College District of Metropolitan Kansas City, Missouri for the sale of the Longview Recreation Center by MCC to the Board, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby

BILL NO. 18-

authorized to execute it and any other documents necessary to effectuate the transaction by and on behalf of the City of Lee's Summit, Missouri.

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

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

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

City Attorney *Brian W. Head*

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2018 (the “Effective Date”) by and between **THE CITY OF LEE’S SUMMIT, MISSOURI** a Missouri Constitutional Charter City, **BY AND THROUGH THE LEE’S SUMMIT PARKS AND RECREATION BOARD** (hereinafter referred to as “Buyer”) and **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a political subdivision of the state of Missouri (hereinafter referred to as “Seller”).

WITNESSETH:

In consideration of Ten Dollars (\$10.00) paid by Buyer to Seller, the covenants and agreements set forth herein, and for other good and valuable consideration, the parties hereto covenant and agree as follows:

1. Property and Easement. Seller hereby sells and agrees to convey to Buyer and Buyer hereby purchases from Seller that tract of Seller’s real property generally located at 3801 SW Longview Road, Lee’s Summit, Missouri, at the location depicted on **Exhibit A**, a copy of which is attached and incorporated by reference (the “Property”). Upon the “Closing” (hereinafter defined in **Section 7** below), fee simple title to the Property shall be conveyed to Buyer by Seller, as-is, where is, without warranties of any kind whatsoever, together with grants for: (a) utility easements and easements for pedestrian and vehicular ingress/egress easements (each and collectively, the “Easement”), all of which shall be subject and subordinate to all “Permitted Exceptions” (defined in **Section 3** below) and one or more covenants and restrictions which shall be made of record prior to the recording of the Warranty Deed (defined in Section 2 below).

2. Purchase Price. In consideration of Seller’s fee simple interest in the Property, the Utility Easements, and the Access Easement, Buyer agrees to and shall pay to Seller the sum of Four Million One Hundred Thousand and No/100 Dollars (\$4,100,000.00) (the “Purchase Price”), which Purchase Price, subject to adjustment pursuant to **Section 7** herein, shall be payable to Seller in cash or other immediately available funds, upon Seller’s delivery to Buyer of (a) a special warranty deed (the “Warranty Deed”), in the form attached and incorporated by reference as **Exhibit B**; (b) an Easement, in the form attached and incorporated by reference as **Exhibit C**. As further consideration for the real estate transaction contemplated by this Agreement, and with the negotiated Purchase Price having been offset to account for the same, Seller and Buyer have agreed to various conditions related to the future use of the Property by Seller, as well as various concessions and opportunities to be provided by Buyer to the students and employees of Seller, all of which are set forth in that certain Longview Community Center Use and Operation Agreement dated as of the Effective Date (the “Operating Agreement”).

3. Title Insurance. The title to the Property, and the interests in the Easement to be furnished to Seller and Buyer, respectively and as applicable, shall be good and merchantable title, free and clear of any and all leases, liens, and/or other encumbrances of any kind whatsoever upon the Property and the Easement, except for any exceptions that would appear on a title commitment and pertain to matters agreeable to Buyer. Such title to the Property and the Easement shall be insured by Chicago Title Insurance Company (the “Title Company”) for the amount of the Purchase Price herein, with costs to be shared equally by Buyer and Seller, pursuant to an ALTA Form 2006 Policy of Title Insurance, subject only to those exceptions approved by Buyer. Seller agrees to order a title commitment from the Title Company (the “Title Commitment”) within five (5) days of the Effective Date, and Buyer shall have ten (10) days after receipt of the Title Commitment (the “Review Period”) in which to advise Seller of objections, if any, Buyer has to the matters shown on the Title Commitment. Any matters which

are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "**Permitted Exceptions**"). With regard to items to which Buyer does object within the Review Period, Seller shall have until Closing to cure the objections. If Seller determines, in its sole discretion, that Buyer's Title Commitment objections are not reasonable and elects not to cure the objections of Buyer, Seller shall notify Buyer within ten (10) days following the expiration of the Review Period. Upon Buyer's receipt of such notice by Seller, Buyer may, in its sole discretion, elect to either (i) terminate this Agreement, in which event neither party shall have any further liability under the Agreement, or (ii) waive its objections to title and proceed under the Agreement. In the event of either (i) or (ii) above, Buyer shall provide timely notice to Seller of Buyer's election.

4. Survey and Legal Description. Seller shall obtain a survey of the Property and the Easement at Seller's cost (the "**Survey**"), a copy of which, upon receipt, shall be provided to Buyer. Buyer hereby agrees that, upon receipt of the Survey, Buyer and Buyer's agents, contractors, and/or employees shall have until the expiration of the Review Period to advise Seller of objections, if any, Buyer has to matters shown on the Survey. If Buyer has objections to matters shown on the Survey and so advises Seller on or before the expiration of the Review Period, Seller shall have until the Closing Date, as defined herein, to correct the reasonable objections of Buyer. Any matters which are set forth on the Survey and to which Buyer does not object prior to the expiration of the Review Period shall be deemed to be Permitted Exceptions to the Survey. If Seller determines, in its sole discretion, that Buyer's Survey objections are not reasonable and elects not to cure the objections of Buyer, Seller shall notify Buyer within ten (10) days following the expiration of the Review Period. Upon Buyer's receipt of such notice by Seller, Buyer may, in its sole discretion, elect to either (i) terminate this Agreement, in which event, neither party shall have any further liability under the Agreement, or (ii) waive its objections to the Survey and proceed under the Agreement, in which case, any matters which are set forth on the Survey shall be deemed to be Permitted Exceptions to the Survey. In the event of either (i) or (ii) above, Buyer shall provide timely notice to Seller of Buyer's election. Upon agreement to the Survey, the legal descriptions set forth therein of the Property and the Easement shall be appended to each of the exhibits included with this Agreement, respectively and as applicable, ipso facto, and shall become the legal descriptions thereof, for all purposes.

5. Inspections.

A. **Right of Entry.** For a period of thirty (30) days after the Effective Date (the "**Inspection Period**"), Buyer shall have access to the Property and servient estate (including the Easement) for the purpose of Buyer or Buyer's representatives conducting due diligence and one or more physical inspections (collectively, the "**Inspections**"). The Inspections of the Property and the Easement during the Inspection Period may include, but are not limited to, a Phase I environmental study, soil tests and such other inspections as the Buyer may reasonably conduct, to include borings and taking of samples of any material which, in the reasonable discretion of Buyer's inspector, may include asbestos or other hazardous materials. Notwithstanding the foregoing, in the event Buyer requests entry for purposes of conducting Inspections and Seller unreasonably denies such request, then Buyer shall have the right to terminate this Agreement by providing notice to Seller within five (5) days of the denial.

B. **Manner of Performance.** (a) Buyer shall not conduct any invasive testing without first obtaining Seller's prior written consent, which consent may be given or withheld in Seller's reasonable discretion; (b) Buyer shall not have access to any secured areas within the Property without the prior consent of Seller; and (c) Seller shall have the right to disapprove any and all entries, surveys, tests (including without limitation a Phase II environmental assessment of the Property), investigations and other matters that in Seller's reasonable judgment could result in any damage to the Property or expose Seller to any loss,

liability, cost or expense or result in any violation of applicable law, or otherwise adversely affect the Property or Seller's interest therein. No consent by Seller to any such activity shall be deemed to constitute a waiver by Seller or assumption of liability or risk by Seller.

C. Insurance. Buyer shall maintain and cause its third-party consultants and contractors to maintain comprehensive public liability insurance with combined single limit coverage of not less than \$1,000,000.00. Buyer shall use all reasonable efforts to conduct such activities in a manner which will not damage the Property and which will minimize interference with the use and occupancy of the Property by Seller and its invitees and licensees.

D. Restoration. Upon completion of such activities Buyer shall, at its sole expense, cause the Property to be restored to substantially the same condition it was in prior to such activities, including filling, compaction and resodding of all excavations and the repair of any and all other damage to the Property in a manner reasonably satisfactory to Seller, which obligation of Buyer shall survive the termination of this Contract.

E. Indemnity. Buyer shall, to the extent permitted by applicable law, indemnify and hold harmless Seller from and against all claims for bodily injury and property damage which may be asserted against Seller arising out of or in any way related to any such activities on the Property by Buyer, which obligation of Buyer shall survive the closing and delivery of the Deed or the termination of this Contract. Nothing in this Agreement shall constitute a waiver of or otherwise negatively affect either sovereign immunity as provided by applicable law.

F. No Liens. Buyer shall not permit any mechanic's or materialman's lien to be filed against the Property by reason of labor, services or materials performed or furnished to or for Buyer in connection with the Inspections. If any such lien is filed, Buyer may contest it in good faith but notwithstanding such contest Buyer shall, within 15 days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. If Buyer fails to cause any such lien to be released of record, Seller may remove it by paying the full amount thereof or by bonding or in any other manner Seller deems appropriate, without investigating the validity thereof and irrespective of the fact that Buyer may contest the propriety or the amount thereof, and Buyer, upon demand, shall pay Seller all reasonable amounts expended by Seller in connection with the discharge of such lien, including all expenses and reasonable attorneys' fees of Seller, which obligation of Buyer shall survive the closing and delivery of the Deed or the termination of this Agreement. Nothing contained in this Agreement shall be construed as a consent on the part of Seller to subject Seller's estate in the Property to any lien or liability under the lien laws of the State of Missouri.

G. Termination. If Buyer is not satisfied with the results of the Inspections, in Buyer's sole discretion, Buyer shall have the option of either (a) waiving the unsatisfactory condition(s) and proceeding to closing under this Agreement, or (b) terminating this Agreement, in which latter event, this Agreement shall terminate and be of no further force and effect, and neither party shall have any liability hereunder, excepting the Buyer's obligations set forth in this **Section 5**. If Buyer shall fail to terminate this Agreement by a written notice of termination received by Seller on or before 5:00 P.M. Central Time on the last day of the Inspection Period (as may be extended), Buyer shall automatically be deemed to have waived all physical conditions, and thereafter shall not have the right to terminate this Agreement, due to nonsatisfaction of the condition(s) of the Property or the servient estates which are the subject of the Easement.

6. Cooperation of Buyer and Seller. Upon Seller's acceptance of the Agreement, Buyer and Seller agree in good faith to cooperate and assist the other party in completing the transaction contemplated herein as follows:

A. Seller shall cooperate with Buyer in its performance of the Inspections, as set forth in Section 5, above.

B. Seller shall, during the term of this Agreement, at the request of Buyer, furnish information and documents and permit reasonable access to the Property and estate (including the Easement); provided, however, information and documents of Seller shall be furnished to Buyer without any warranty as to the accuracy or completeness of the content therein contained.

C. Seller and/or Buyer shall take no action or commence any proceeding which would interfere with either party's ability to execute this Agreement or to carry out its obligations hereunder.

D. Seller shall furnish all instruments and documents as Buyer's counsel shall reasonably request, establishing the power and authority of Seller to enter into this Agreement and to carry out Seller's obligations hereunder.

E. Seller shall furnish to the Title Company all instruments and documents as the Buyer may reasonably require to eliminate any title exceptions in the Title Commitment, respecting the rights of parties in possession of the Property or claims of laborers or materialmen for labor, services or materials performed or delivered to the Property.

F. Seller shall, following the Effective Date, take all cooperative actions requested by Buyer, if any, to (i) subdivide the Property and comply with the regulatory requirements to establish a separate tax parcel for the Property, at the cost of Buyer, and (ii) cause the annexation of any portions of the Property not located within the City of Lee's Summit boundaries, at Buyer's sole cost and expense. This sub-paragraph shall survive the Closing.

G. Seller shall take all actions reasonably requested by Buyer, at the expense of Buyer, to cooperate with the segregation, removal and relocation of any above or below ground utility facilities located on or below the Property, in accordance with the Easement, including, but not limited to, Seller's "C-Cure" system, emergency call tower, security cameras, and fire panel.

H. Seller and Buyer shall take any and all other reasonable steps necessary to implement the terms and conditions of this Agreement and the Easement.

7. Closing Requirements. Subject to the terms and provisions of this Agreement, the closing of this transaction (the "**Closing**") shall take place as follows:

A. Seller shall pay all fees, expenses, costs and other charges owed to any person or entity performing work on or supplying materials for the Property on or prior to the Closing Date hereof, except for any work done or materials supplied for or on behalf of the Buyer.

B. All mortgages, deeds of trust and other liens that are monetary in nature and which encumber all or any part of the Property as of the Closing Date shall be paid and fully discharged by Seller on or prior to the Closing Date and Seller shall pay any fees, penalties or charges which are required to discharge such liens.

C. Buyer and Seller shall equally share in the payment of all escrow fees charged by the Title Company, including the cost to the Buyer to obtain endorsements, if any, to the Title Policy.

D. Buyer and Seller are tax exempt, and, as such, no taxes shall be due and owing at the Closing. To the extent any unpaid tax liabilities exist on the property prior to transfer, Seller shall be responsible for clearing said liabilities, and Buyer shall be responsible for taxes or special assessments, if any, which accrue following the Closing Date.

E. On the Closing Date, Buyer shall deliver to Seller the Purchase Price, in cash or by wire transfer, less any closing costs assumed by Seller pursuant to this Agreement, and less any amount of related outstanding real property taxes and special assessments, if any.

F. At least three (3) days prior to Closing, Seller shall deliver into escrow with the Title Company the Warranty Deed and the Easement, each in proper form for recording, subject to no liens, charges, claims, actions, encumbrances or title exception of any kind or nature whatsoever except the Permitted Exceptions as herein permitted. Seller shall describe the Property and Easement in accordance with the legal descriptions to be developed pursuant to the Survey provided for herein.

G. Buyer and Seller shall execute a Right of First Refusal Agreement (the “**ROFR**”), the form of which is attached and incorporated by reference as **Exhibit D**, and the memorandum of which (the “**ROFR Memo**”) shall be recorded with the Jackson County Recorder of Deeds office (the “**Recorder**”), the form of which is attached and incorporated by reference as **Exhibit E**, which ROFR shall grant Seller the first right to repurchase the Property from Buyer.

H. Buyer and Seller shall execute a Memorandum of Operating Agreement (the “**Operating Memo**”), the form of which is attached and incorporated by reference as **Exhibit F**, which shall be recorded with the **Recorder**.

I. Buyer and Seller shall execute the Easement which shall be recorded with the Recorder.

J. Buyer shall deliver the Purchase Price, Seller shall deliver the Warranty Deed, and both Buyer and Seller shall deliver the Easement, the ROFR, the ROFR Memo, the Operating Agreement, the Operating Memo, and other instruments to be delivered by them to the Title Company to be held by it under instructions that the same not be released unless and until: (i) the Warranty Deed, the Easements, the ROFR Memo and the Operating Memo are recorded with the Recorder; and (ii) the Title Company is irrevocably ready, willing, able and committed to issue and deliver to Buyer the Title Policy required by the terms of this Agreement.

K. All other costs and expenses incurred by each party hereto in connection with this Agreement and the transaction contemplated herein shall, unless otherwise provided herein, be paid by the party incurring the cost or expense.

L. To the extent feasible, the costs of utilities consumed at the Property on or before the Closing Date shall be paid by Seller, and on the Closing Date and thereafter, the costs of utilities shall be paid by Buyer. To the extent utility costs cannot be ascertained at Closing, the utility costs shall be paid by the parties in accordance with the Easement.

M. Seller shall deliver the Property to Buyer as-is, where is, without warranties of any kind whatsoever, and excluding, without limitation, a server to control the heating, ventilation and air conditioning, which Buyer acknowledges and agrees shall be installed and paid for, at Buyer’s sole cost and expense, following the Closing Date.

8. Contingencies.

A. Buyer's obligations hereunder to purchase the Property shall be subject to and contingent upon the following:

- i. Seller's delivery of a good and merchantable fee simple title to the Property and insurable title to the Easement as herein provided;
- ii. Seller's completion of and compliance with all of its obligations under this Agreement;
- iii. Buyer's satisfaction, in its sole discretion, with the Inspections; and
- iv. The approval of this Agreement by any and all governing bodies of Buyer.

B. Seller's obligations hereunder to convey the Property shall be subject to and contingent upon the following:

- i. Buyer's completion of and compliance with all of its obligations under this Agreement;
- ii. Execution of the mutually negotiated Operating Agreement, to be executed contemporaneously with this Agreement;
- iii. Approval of this Agreement by Seller's Board of Trustees.

9. Closing Date. Unless otherwise agreed in writing by the parties, the Closing of Buyer's purchase of the Property shall occur at 9:30 A.M. at the Title Company, Wednesday, September 1, 2018.

10. Remedies. In the event of default hereunder, each party shall have all rights available at law and in equity, including the right to specific performance and damages. A default shall have occurred upon the failure of either party to cure its violation of any covenant stated in this Agreement following fifteen (15) days' notice from the other party of violation of the Agreement and the failure of such party to remedy the violation. In the event litigation arises between the parties to enforce this Agreement, the prevailing party shall be entitled to recover its attorney's fees and court costs.

11. Assignment and Encumbrances. Seller shall not mortgage, pledge or otherwise encumber this Agreement in any other way whatsoever as collateral or otherwise, and any such mortgage, pledge or encumbrance shall render this Agreement null and void. Buyer may not assign this Agreement without the written consent of Seller.

12. Casualty. In the event, in Seller's sole discretion, the Property is destroyed or substantially damaged by fire or other casualty subsequent to the effective date of this Agreement and until Seller delivers possession of the Property to Buyer, Buyer shall have the right to accept the Agreement and purchase the Property pursuant to the terms of this Agreement; provided that Buyer shall receive an assignment of all insurance proceeds payable to Seller as a result of said casualty or a reduction in the purchase price equal to the amount of said proceeds. In the event the Property is damaged by fire or other casualty prior to the delivery of possession, which damage, in Seller's sole discretion, is not substantial, this Agreement shall remain in full force and effect and Seller shall assign to Buyer the insurance proceeds payable to Seller as a result of said casualty or reduce the purchase price for the Property in the amount of said proceeds.

13. Miscellaneous. Each party agrees to perform any further acts and deliver any documents that may be reasonably requested and necessary to carry out the provisions of this Agreement. Whenever any party is required to act hereunder within a specified period of time after the occurrence of a specified

event, such period shall begin to run on the day next following the day on which the event occurred and shall expire at 6:00 p.m. on the final day of the period. Should any part, term or provision of this Agreement be declared illegal or in conflict with any law, rule, or regulation, the validity of remaining portion, terms, or provisions shall not be affected thereby. The captions at the beginning of Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Agreement. None of the provisions of this Agreement may be amended without the written consent of each party. Any waiver by a party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound. This Agreement shall be governed by the laws of the State of Missouri.

14. Notices. Any notices to be given either party shall be mailed by certified mail, postage prepaid, delivered by over-night express, or personally served. In the event of mailing, notices shall be deemed effective three days after posting; in the event of overnight delivery, notices shall be deemed effective on the next business day following deposit with the delivery service; in the event of personal service, notices shall be deemed effective when delivered. All notices shall be sent as follows:

If to Buyer:

Joe Snook, CPRP
Administrator of Parks & Recreation
220 SE Green Street
Lee's Summit, MO 64063
Office: (816) 969.1504
Email: www.lsparks.net

with a copy to:

Jackie McCormick Heanue, Esq.
Superintendent of Legal Services and Human Resources
220 SE Green Street
Lee's Summit, MO 64063
Office: 816.969.1403
Email: Jackie.McCormickHeanue@cityofls.net

If to Seller:

The Junior College District of Metropolitan Kansas City, Missouri
ATTN: Sandra D. Garcia
Chief Legal Officer
Metropolitan Community College
3200 Broadway
Kansas City, MO 64111
Office: 816-604-1588
Email: sandra.garcia@mckck.edu

with a copy to:

Hardwick Law Firm, LLC

ATTN: Herbert E. Hardwick and Allison L. Bergman, Esq.
2405 Grand Boulevard, Suite 800
Kansas City, Missouri 64108
Office: (816) 221-9445
Email: abergman@hardwicklaw.com

15. Entire Agreement. Except for the Operating Agreement executed contemporaneously herewith, as of the Effective Date, this Agreement contains the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements, express or implied, regarding the transaction contemplated hereby.

16. Survival. This Agreement shall bind and inure to the benefit of the legal and personal representatives, successors and assigns of the parties hereto.

17. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.

18. Captions. The captions of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

19. Confidentiality. Buyer hereby agrees that any and all information herein shall be absolutely confidential and shall not be disclosed to any other person, corporation, partnership, persons, other entity of any kind whatsoever, except for Seller's attorneys and accountants, until Closing. Buyer shall maintain confidentiality in accordance with this Agreement. This Agreement shall not be placed of record with the Recorder.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date above stated.

CITY OF LEE'S SUMMIT, Buyer

By: _____

Name: _____

Title: _____

**THE JUNIOR COLLEGE DISTRICT OF
METROPOLITAN KANSAS CITY,
MISSOURI, Seller**

By: _____

Name: _____

Title: _____

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**Exhibit A
to Real Estate Purchase Agreement**

Depiction of the Property



Exhibit B
to Real Estate Purchase Agreement

Form of Special Warranty Deed

MISSOURI SPECIAL WARRANTY DEED

This Indenture is made and entered into as of the ____ day of _____, 2018 by and between **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a Missouri _____, having an address of _____ (hereinafter referred to as “**Grantor**”), and the **CITY OF LEE’S SUMMIT**, a _____ (hereinafter referred to as “**Buyer**”), having an address of _____ (“**Grantee**”).

WITNESSETH, THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following: the real estate located in Jackson County, Lee’s Summit, Missouri, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

SUBJECT, HOWEVER, TO the matters listed on **Exhibit B** attached hereto and incorporated herein by reference, and further subject to the condition that the Property shall be used by Grantee solely for public purposes, pursuant to and as required by RSMo Section 177.091.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, unto Grantee and Grantee’s successors and assigns forever; the said Grantor hereby covenanting that the Property is free and clear from any encumbrance done or suffered by Grantor except as set forth above; and that Grantor will warrant and defend the title to the Property unto Grantee and Grantee’s successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor except as set forth above.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

**THE JUNIOR COLLEGE DISTRICT OF
METROPOLITAN KANSAS CITY,
MISSOURI**

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018 before me, appeared _____, to me personally known, who, being by me duly sworn (or affirmed), did say that s/he is the _____ of **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a _____, and that the said instrument was signed and sealed in behalf of said _____ by authority of its [board of directors], and said person acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, as of the day and year first above written.

Name:
Notary Public
My Commission Expires:

(SEAL)

CITY OF LEE'S SUMMIT, Buyer

By: _____

Name: _____

Title: _____

Exhibit A to Warranty Deed

Legal Description of Property

[TO BE APPENDED FOLLOWING DUE DILIGENCE AND PRIOR TO CLOSING]

Exhibit C
to Real Estate Purchase Agreement

Form of Easement

[TO BE PROVIDED]

Exhibit D
to Real Estate Purchase Agreement

Form of Right of First Refusal

RIGHT OF FIRST REFUSAL

This Right of First Refusal Agreement (“**Agreement**”) is entered into this _____ day of _____, 2018 (the “**Effective Date**”) by and between the **CITY OF LEE’S SUMMIT**, a _____ (hereinafter referred to as “**Offeror**”) and **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a Missouri _____ (hereinafter referred to as “**Offeree**”) (each a “party” and together, the “parties”).

Recitals of Fact

A. Offeror is the owner of the property (the “**Property**”) legally described on **Exhibit A**, a copy of which is attached and incorporated by reference, which Property it acquired from Offeree.

B. Offeree, the prior owner of the Property and following the conveyance of the Property to Offeror, continues to own real property which adjoins the Property, at the location shown on the Site Plan, a copy of which is attached and incorporated by reference as **Exhibit B**.

C. As a condition of conveying the property to Offeror, Offeree desires to have a right of first refusal to repurchase the Property from Offeror, if and at such time Offeror desires to convey all or any portion of the Property, and Offeror desires to grant such right of first refusal (“**Purchase Right**”), on the terms and conditions set forth herein.

Agreement

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Right of First Refusal**. Offeror agrees that in the event the Offeror receives an offer from a third party for the purchase of fee simple interest in all or any portion of the Property (other than an offer of a purchase in lieu of condemnation) (an “**Offer**”), Offeror shall notify Offeree in writing (the “**Offer Notice**”). The Offer Notice shall be delivered to Offeree, within twenty (20) days after its receipt of such Offer. The Offer Notice shall be accompanied by a copy of the Offer (if written) or a letter setting forth the terms of the Offer (if verbal). Offeree may, within twenty (20) days after the date of the Offer Notice, elect to purchase the Property on the same terms as those set forth in the Offer, by sending to Offeror a written notice of its election (“**Purchase Notice**”). If Offeror does not receive a Purchase Notice from Offeree within such 20-day period, then Offeror may sell the Property (or portion thereof described in the Offer Notice) to the third-party offeror or to any party related to the same or by which the Offer may be assigned or made, and upon such sale, this Right of First Refusal shall expire and be of no further force and effect as to the Property or portion thereof which is sold pursuant to the Offer. If Offeror does not sell the Property described in the Offer Notice to the third party (or to a party related to the same or by which the Offer may be assigned or made), then, in such event, Offeree shall continue to have the Purchase Right, in connection with subsequent offers.

2. **Limitation of Right of First Refusal.** The Offeree's Purchase Right stated herein shall not apply to transfers of fee simple interest by the Offeror to (a) an affiliate of Offeror, (b) a single member public corporation or limited liability company where the sole member is Offeror, and/or (c) a corporation owned solely by Offeror.

3. **Notice.** All notices or other communications shall be in writing signed by the sender, and shall either be personally delivered or mailed by certified mail, at or to the following addresses:

If to Offeror:

Joe Snook, CPRP
Administrator of Parks & Recreation
220 SE Green Street
Lee's Summit, MO 64063
Office: (816) 969.1504
Email: www.lsparks.net

with a copy to:

Jackie McCormick Heanue, Esq.
Superintendent of Legal Services and Human Resources
220 SE Green Street
Lee's Summit, MO 64063
Office: 816.969.1403
Email: Jackie.McCormickHeanue@cityofls.net

If to Offeree:

The Junior College District of Metropolitan Kansas City, Missouri
ATTN: Sandra D. Garcia
Chief Legal Officer
Metropolitan Community College
3200 Broadway
Kansas City, MO 64111
Office: 816-604-1588
Email: sandra.garcia@mcckc.edu

with a copy to:

Hardwick Law Firm, LLC
ATTN: Herbert E. Hardwick and Allison L. Bergman, Esq.
2405 Grand Boulevard, Suite 800
Kansas City, Missouri 64108
Office: (816) 221-9445
Email: abergman@hardwicklaw.com

Either party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States mail (if mailed by certified mail).

4. **Miscellaneous.** This Agreement shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and assigns of the respective parties. The captions of the sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Agreement. The interpretation and enforceability of this Agreement shall be governed by the laws of the State of Missouri.

INTENDING to be fully bound, the parties have executed this Agreement the day and year above written.

CITY OF LEE'S SUMMIT, Offeror

By: _____

Name: _____

Title: _____

**THE JUNIOR COLLEGE DISTRICT OF
METROPOLITAN KANSAS CITY,
MISSOURI, Offeree**

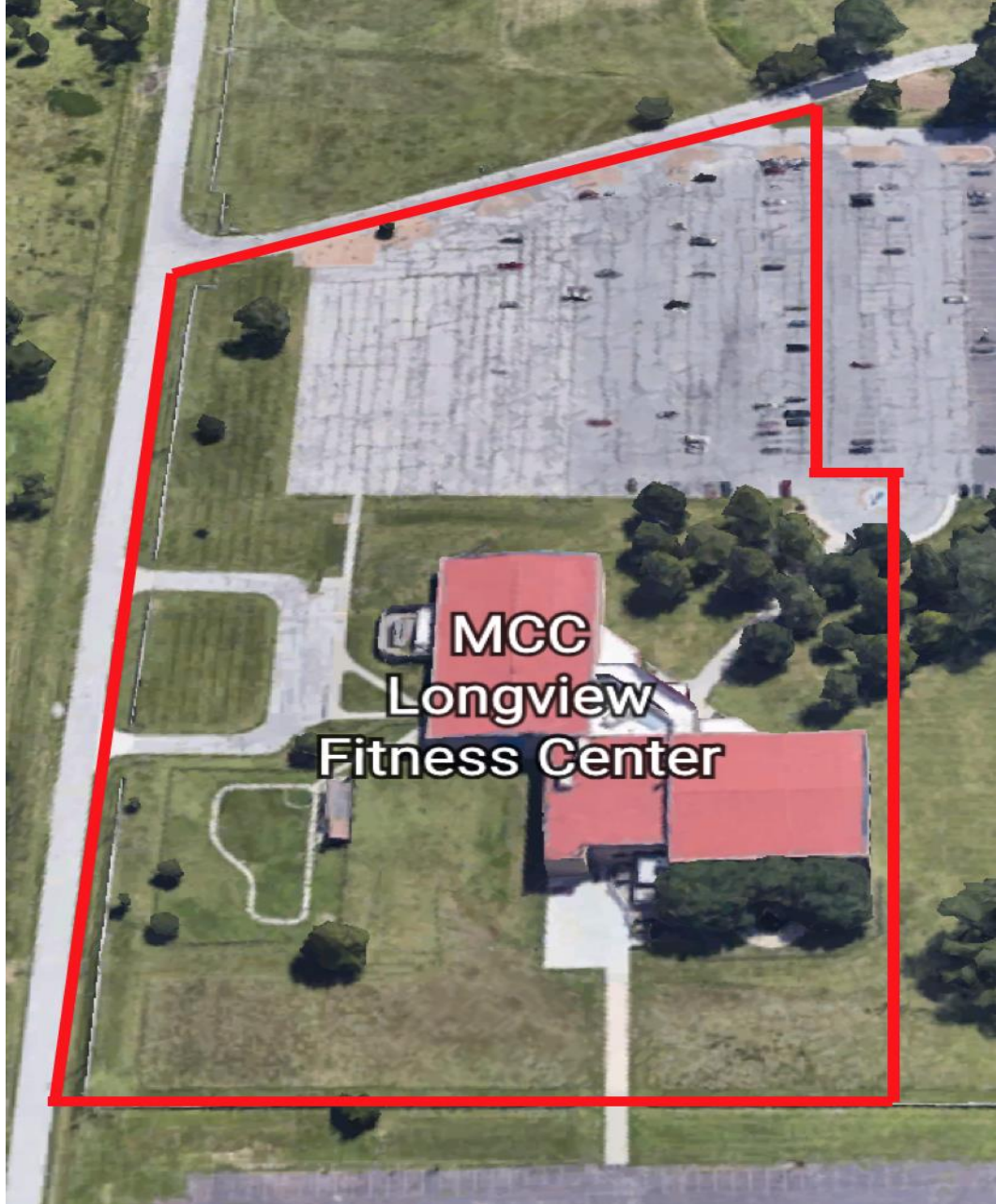
By: _____

Name: _____

Title: _____

**EXHIBIT A-1
to Right of First Refusal**

Depiction of Offeror Property



**EXHIBIT A-1
to Right of First Refusal**

Legal Description of Offeror Property

[TO BE APPENDED FOLLOWING DUE DILIGENCE, PRIOR TO CLOSING]

**EXHIBIT B-1
to Right of First Refusal**

Depiction of Offeree Property

(In general, less the Offeror Property depicted on Exhibit A-1)

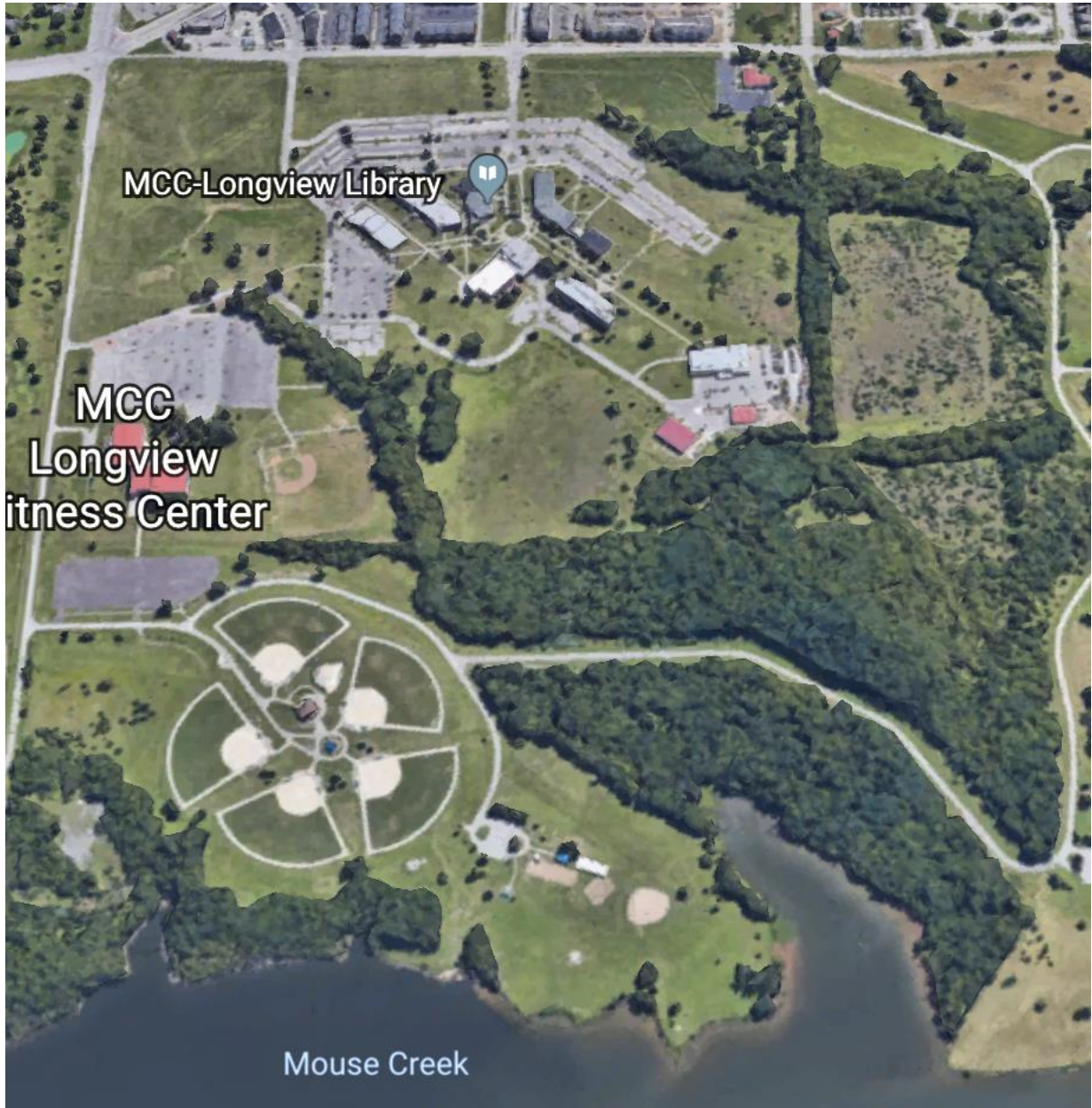


EXHIBIT B-2
to Right of First Refusal

Legal Description of Offeree Property

*[TO BE APPENDED FOLLOWING DUE DILIGENCE, PRIOR TO CLOSING,
THE RESULT OF WHICH WILL BE THE OFFEREE PROPERTY LEGAL DESCRIPTION
AS OF THE EFFECTIVE DATE
LESS THE LEGAL DESCRIPTION OF THE OFFEROR PROPERTY DEVELOPED
DURING DUE DILIGENCE]*

**Exhibit E
to Real Estate Purchase Agreement**

Form of Memorandum of Right of First Refusal

MEMORANDUM OF RIGHT OF FIRST REFUSAL

This Memorandum of Right of First Refusal (this “**Memorandum**”) is entered into by and between **CITY OF LEE’S SUMMIT**, a _____ (hereinafter referred to as “**Offeror**”) and **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI**, a Missouri _____ (hereinafter referred to as “**Offeree**”).

RECITALS

A. Offeror and Offeree are parties to that certain Right of First Refusal dated _____, 2018 (hereinafter, the “**ROFR**”) whereby Offeror did grant to Offeree a right of first refusal to purchase that certain real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

B. Offeror and Offeree desire to enter into this Memorandum, which is to be recorded in the office of the recorder of deeds for Jackson County, Missouri (the “**Recorder**”), in order that third parties may have notice of the parties’ rights and obligations under the ROFR.

Terms

Specific reference is hereby made to the following terms and provisions of the ROFR:

1. The term of the ROFR commenced on _____, 2018, and shall continue until terminated, as provided in the ROFR.
2. Any third party entering into a contract with Offeror to purchase or obtain title to all or any portion of the Property is hereby on notice that Offeree has the superior and first right to purchase or acquire the Property (or any portion thereof).
3. Additional information concerning the provisions of the ROFR may be obtained from the parties at the following addresses:

If to Offeror:

Joe Snook, CPRP
Administrator of Parks & Recreation
220 SE Green Street
Lee's Summit, MO 64063
Office: (816) 969.1504
Email: www.lsparks.net

with a copy to:

Jackie McCormick Heanue, Esq.
Superintendent of Legal Services and Human Resources
220 SE Green Street
Lee's Summit, MO 64063
Office: 816.969.1403
Email: Jackie.McCormickHeanue@cityofls.net

If to Offeree:

The Junior College District of Metropolitan Kansas City, Missouri
ATTN: Sandra D. Garcia
Chief Legal Officer
Metropolitan Community College
3200 Broadway
Kansas City, MO 64111
Office: 816-604-1588
Email: sandra.garcia@mckkc.edu

with a copy to:

Hardwick Law Firm, LLC
ATTN: Herbert E. Hardwick and Allison L. Bergman, Esq.
2405 Grand Boulevard, Suite 800
Kansas City, Missouri 64108
Office: (816) 221-9445
Email: abergman@hardwicklaw.com

This Memorandum is executed for the purpose of recordation in the public records of the Recorder, in order to give notice of all the terms and provisions of the ROFR, and is not intended and shall not be construed to define, limit, or modify the ROFR. All of the terms, conditions, provisions and covenants of the ROFR are incorporated into this Memorandum by reference as though fully set forth herein, and both the ROFR and this Memorandum shall be deemed to constitute a single instrument or document.

CITY OF LEE'S SUMMIT, Offeror

By: _____

Name: _____

Title: _____

**THE JUNIOR COLLEGE DISTRICT OF
METROPOLITAN KANSAS CITY,
MISSOURI, Offeree**

By: _____

Name: _____

Title: _____

**Exhibit A to
Form of Memorandum of Right of First Refusal**

Legal Description of Property

[TO BE APPENDED FOLLOWING DUE DILIGENCE, BEFORE CLOSING]

EXHIBIT F

Form of Memorandum of Operating Agreement

[TO BE APPENDED]

CROSS EASEMENT

THIS CROSS EASEMENT (the “**Easement Agreement**”) is made as of _____, 2018 (the “**Effective Date**”) by **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI A/K/A METROPOLITAN COMMUNITY COLLEGE** (hereinafter “**MCC**” or “**Grantor**”), for itself, the City of Lee’s Summit, Missouri by and through the Lee’s Summit Parks and Recreation Board (hereinafter “**LSPR**” or “**Grantee**”), with an address of 220 SE Green Street, Lee’s Summit, Missouri 64063, Attn: Administrator, and the future owners of the property herein defined.

Recitals

A. MCC is the fee owner of a tract of land in Lee’s Summit, Missouri (the “**Property**”) which Property is improved with, among other things, a recreation center (the “**Rec Center**”) and various public and private infrastructure and utilities located throughout, under, and across the Property in parking areas, driveways, sidewalks, landscaped areas, and other common areas that and complement the Rec Center and otherwise provide ingress and egress access from the Rec Center to other parts of the Property and the public streets adjoining the Property (collectively, the “**Common Area**”).

B. MCC and LSPR have entered into that certain Real Estate Purchase Agreement dated _____, 2018 (the “**Contract**”), pursuant to which MCC is conveying the Rec Center and portions of the Common Area to LSPR, as more fully depicted in the site plan and location attached hereto as **Exhibit A** and legally described on **Exhibit A-1** (the “**LSPR Property**”).

C. After the closing of the Contract, MCC will retain fee ownership of all the Property, less the LSPR Property (the “**MCC Property**”).

D. In furtherance of the redevelopment, use and operation of the LSPR Property and the MCC Property, MCC desires to dedicate, prior to the conveyance of the LSPR Property to LSPR, various cross pedestrian, vehicular, utility, and self-help easements over, across, above, through and beneath the Property, excluding the buildings and other facilities located thereon, for use by MCC and its officers, agents, employees, attorneys, elected officials, and board members, for Grantee and its officers, agents, employees, attorneys, and elected officials, and the future owners and occupants of the LSPR Property, subject to and conditioned upon the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, MCC, as the sole owner of the Property, hereby states and declares as follows:

1. **Recitals.** The foregoing recitals are an integral part of this Easement Agreement, are incorporated into this Easement Agreement, and are not merely recitations.

2. **Grant of Easements.** MCC hereby dedicates and reserves unto itself and any and all successors and assigns in ownership of all or any portion of the Property, including LSPR, the following described easements (individually, the "**Easement**" and collectively, the "**Easements**"), subject to the terms and conditions hereinafter set forth:

2.1. **Pedestrian Easement.** A nonexclusive easement for the purpose of pedestrian ingress and egress on, over, across or between the MCC Property and the LSPR Property (hereinafter, individually, each is at times referred to as a "**Property**" and together, are referred to as the "**Properties**" or "**Easement Area**") inclusive of: (i) all private streets, driveways, roadways and alleys designed or dedicated for use by the Owners which are now or hereafter within or abutting or located upon any portion of either or both of the Common Areas of the Properties; and (ii) all walkways, concourses, plazas, and other pedestrian areas now or hereafter located on any portion of either or both of the Common Areas of the Properties. These nonexclusive Easements, however, are limited to those portions of either or both of the Properties which are improved, from time to time, as Common Areas for pedestrian use and made available for such use and shall specifically exclude any building or buildings now or hereinafter located upon such Properties, including but not limited to, the Rec Center. All such improved Common Areas may be reduced, increased, revised, vacated or relocated from time to time by the applicable owner or owners of the Properties (hereinafter each an "**Owner**" and together, the "**Owners**"), subject to the reasonable consent of the other Owner or Owners making use of such Common Areas, and the Easement herein granted shall be correspondingly reduced, increased, revised, vacated or relocated from time to time, so that the Easement herein granted shall at all times correspond to the Common Areas of each of the Properties which are from time to time improved by the Owner thereof for pedestrian use.

2.2. **Vehicular Easement.** A nonexclusive easement for the purpose of vehicular ingress and egress on, over, across and between the Properties and all streets, roadways and alleys designed or dedicated for such use which are now or hereafter abutting or located on any portion of the either or both of the Common Areas of the Properties. These nonexclusive Easements, however, are limited to those portions of the either or both of the Properties, which are improved by the respective Owner thereof, from time to time, as Common Areas for vehicular ingress and egress as such portions may be reduced, increased, revised, vacated or relocated from time to time by such Owner, subject to the reasonable consent of the other Owner. All such improved Common Areas may be reduced, increased, revised, vacated or relocated from time to time by each such Owner, subject to the reasonable consent of the other Owner, and the Easements herein granted shall automatically be adjusted to correspond to the reduced, increased, revised, vacated or relocated Common Areas from time to time, so that the Easement herein granted shall at all times correspond to the Common Areas of each of the Properties which are from time to time improved by the Owner thereof for vehicular ingress and egress and made available by

such Owner for such uses. In no event shall either of the Owners use the vehicular ingress and egress Easement Areas for the parking of vehicles, for a duration greater than temporary.

2.3. Utilities Easement.

i. A nonexclusive easement for the purpose of maintaining, repairing, upgrading, replacing, removing, and separating of any and all utilities now or hereinafter located on the Properties including, but not limited to, electrical, natural gas, telecommunications, fiber optic, and data lines, and sanitary and storm water sewer facilities, and any and all tunnels, borings, conduits, casings, pipes, lines, valves, boxes, meters, connections, housings, and infrastructure and appurtenances related thereto (hereinafter collectively, the “**Utilities**”). The location of Utilities may be relocated from time to time by the Owner on such Owner’s portion of the Properties, subject to the other Owner’s reasonable consent. In the event the location of the Utilities is modified, the utility Easement herein granted shall automatically be adjusted to correspond to the revised or relocated area, so that the Easement herein granted for the Utilities shall at all times correspond to the areas of each of the Properties which are from time to time improved by the Owner for such uses. The use, maintenance, repair, upgrade, replacement, and removal of any such Utilities shall be subject to all applicable governmental laws and regulations.

ii. Each Owner shall be responsible for the cost and expense to use, maintain, repair, replace, remove and separate such Utilities if, and to the extent, such cost and expense is not paid or waived by the provider of the Utilities. Notwithstanding the foregoing, the Owners acknowledge that, following the Effective Date, use of water, gas, and electric Utilities which service the Properties in some partial or full capacity are measured, respectively, (a) from a water Utilities meter located on the MCC Property (identified as “**Water Meter #78460101**” and defined as the “**Water Meter**”), (b) from a gas Utilities meter located on the MCC Property (identified as “**Gas Meter #7234751111**” and defined as the “**Gas Meter**”), and (c) from an electric Utilities meter located on the LSPR Property (identified as “**Electric Meter #1772118599681**” and defined as the “**Electric Meter**”). From the Effective Date and thereafter, for so long as the Water Meter, the Gas Meter, and the Electric Meter (individually each, a “**Meter**” and together, the “**Meters**”) are measuring comingled Utilities consumption between the MCC Property and the LSPR Property, the Owners of the Properties using Utilities that are subject to the Meters shall perform or cause the performance of the following, with respect to all the Utilities measured by such Meters, if and for so long as the Properties subject to the Meters are owned by more than one Owner:

a. Within five (5) business days of its receipt of any bill for Utilities (“**Utility Bill**”) which includes Utilities measured by a Meter and provided to and consumed by a party other than the Owner receiving the Utility Bill (in such capacity, the “**Using Owner**”), the Owner receiving the Utility Bill (in such capacity, the “**Providing Owner**”) shall provide a copy of the Utility Bill to the Using Owner.

b. The Using Owner shall, within fourteen (14) days of its receipt of the Utility Bill from the Providing Owner, remit to the Providing Owner a payment in the amount designated as due and owing by the Providing Owner on its transmittal of the Utility Bill (the “**Proportionate Share**”), which Proportionate Share the Owners acknowledge and agree represents an estimated allocation of the amount of Utilities measured by the applicable Meter, based upon MCC’s historic use of the Utilities at the Property. In the event the Proportionate Share is determined by the Using Owner to be disproportionate when compared consistently with the historic use of utilities at the Property, the Providing Party may, but shall not be required to, adjust the Proportionate Share in such amount requested by the Using

Party. Such adjustment may result in an offset or demand of payment from the Using Party by the Providing Party, timely following the date on which the Providing Party reconciles the data collected by the Meters with such historic use.

c. Within six (6) months following the Effective Date of this Easement Agreement, LSPR or the successor Owner of the LSPR Property, at its sole cost and expense, shall take such steps as are reasonably necessary to separate the water and gas Utilities servicing the LSPR Property, as measured by the Water Meter and Gas Meter located on the MCC Property, and MCC or the successor Owner of the MCC Property, at its sole cost and expense, shall take such steps as are reasonably necessary to separate MCC's electric Utilities from the Electric Meter located on the LSPR Property (each, a "**Separating Owner**"). Any separation of Utilities by a Separating Owner shall be subject to notice to the other Owner, no fewer than thirty (30) days' prior to the date such Utilities separation shall take effect. If either or any Owner fails to initiate such Utilities separation timely, as required by this subsection 2.3.c, then the Owner upon whose Property the Meter is located may commence such proceedings, pursuant to the Self-Help Easement set forth in Section 2.4 below, at no cost or expense to the Owner exercising self-help. Each Owner shall provide reasonable accommodation to the Separating Owner as may be needed to effectuate such Utilities separation.

d. If and at such time that each of the Meters are separated, the Utilities Easement contemplated by this section of the Easement Agreement shall be extinguished and be of no further force and effect; provided, however, any Separating Owner, in its capacity as a Using Owner, shall remain liable to the Providing Owner for the payment of its Proportionate Share which is due and owing through the date of the Utilities separation.

2.4. **Self Help Easements.** Nonexclusive rights of entry and easements over, across and under the Properties, for all purposes reasonably necessary to enable an Owner to perform at its cost, any of the provisions of this Easement which a defaulting Owner has failed to perform, after reasonable written notice and an opportunity for such defaulting Owner to commence the cure of such default.

3. **No Barricades or Barriers.** MCC declares that no barricade or other divider will be constructed or erected on the Properties, if doing so may interfere with the use of the Easements herein granted for their intended uses and purposes, unless such barricade or divider is used in connection with revision, relocation or vacation of such improvement by such Owner as otherwise herein permitted. MCC declares that no Owner shall take or allow any action, the result of which may prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular travel throughout the Common Areas of the Properties in the areas designated for such purpose by each Owner over its Property.

4. **Use of Easements.** Each and every Owner shall use and cause their respective successors, assigns, and their respective agents, customers, invitees, licensees, employees, servants, contractors, mortgagees, tenants and tenants' customers, invitees, employees, servants, licensees, contractors and agents as they may exist from time to time (all of which persons of each Owner are hereafter called "**Permittees**") to use the Easement Areas for the purposes provided herein and for no other purpose and in a manner that promotes the health, safety, welfare and security of the users of such Easement Areas and the care and management of the improvements thereon located. Each of the Owners shall ensure the proper use of the Easement Areas and the use of all Easements created by this Easement will, in each instance, be nonexclusive and shall exist for the use and benefit of the Owners and their

respective Permittees. Each Owner may, at any time and from time to time, remove, exclude and restrain any Permittee of any Owner from the use, occupancy or enjoyment of any Easement hereby created or the area covered thereby for failure of such Permittee to observe the use requirements established herein. If unauthorized use is being made of the Easement Area by any of the Owners or their respective Permittees, such unauthorized use may be restrained or terminated by appropriate proceedings after written notice to the defaulting Owner and failure to cease such unauthorized use within a reasonable time.

5. **Maintenance and Use of Easement Areas.**

5.1. Each Owner shall maintain its Properties in sound condition, at such Owner's sole cost and expense. Such maintenance shall include (a) the repair of cracks, potholes and other surface damage which significantly impairs the use of any Pedestrian or Vehicular Easement, keeping the same reasonably free of snow and ice; striping, signs and other appropriate markings, and any requirements of state or local laws, ordinances, rules or regulations relating to accessibility by persons with disabilities; and any other work necessary to permit the free flow of traffic; and (b) the maintenance of Utilities, so that service to the Properties shall be continuous or reasonably consistent.

5.2. Except as provided herein, in the event of damage, destruction or other casualty to the Properties, each Owner shall be liable for the cost of repairing and replacing the damaged area of the Properties; provided, however, if the damage, destruction or other casualty is a result of the Owner making use of the other Owner's Property and Easement Areas, the Owner causing such damage, destruction, or other casualty shall be liable for the reasonable cost to repair such damage, destruction, or other casualty, to the extent caused by such Owner. The Owner repairing and replacing the damaged area of the Easement Area shall invoice the other Owner for its contribution to such repair and replacement, which invoice shall be paid to the invoicing Owner within thirty (30) days of receipt of same; provided, however, such invoice may be subject to dispute by the contributing Owner, provided such dispute is made in good faith and not for the purposes of delaying payment of avoiding liability for the damage, destruction, or other casualty caused by such Owner.

5.3. **Insurance.** Each Owner shall procure and shall maintain during the continuance of this Easement Agreement, at its sole cost and expense, workers' compensation insurance in statutory limits and a policy of Commercial General Liability Insurance ("CGL") naming the other Owners as additional insureds, and covering liabilities assumed by such Owner under this Agreement. Such CGL shall include a coverage limit of not less than Two Million Dollars (\$2,000,000) Combined Single Limit per occurrence for bodily injury liability and property damage liability or such greater per occurrence coverage limit as may be reasonably and periodically required by the Owners (but no more frequently than every five years). Each Owner will keep the insurance described in this subsection in effect at all times during the term of this Easement Agreement. Failure of an Owner to comply with the requirements under this subsection shall be considered a default by such Owner. Each Owner shall provide the other Owner(s) with evidence reasonably satisfactory to the other Owner(s) that it has secured the insurance coverage required by this subsection, and thereafter from time to time, upon an Owner's request, shall provide a requesting Owner with updated evidence of such coverage.

5.4. **Indemnity.** To the extent allowed by applicable law, each Owner shall defend, indemnify and hold harmless each other Owner and its respective Permittees from any and all claims, assertions, losses, costs, expenses or liabilities which may arise from or in connection with the use of the Easements hereby created, to the extent that such use occurs within the boundaries of the Property of such Owner and is caused by the gross negligence or intentional misconduct of such Owner. Each Owner shall maintain policies of fire and extended

coverage insurance and of public liability insurance issued by reputable companies in amounts and on policy terms which are reasonable and customary for the improvements of such Owner. Each Owner shall release each other Owner from any liability for any loss or damage of the type provided by fire and extended coverage insurance, and grants to each other Owner, on behalf of any insurer providing such insurance, a waiver of any right of subrogation which any insurer of any Owner might acquire against any other Owner by virtue of payment of any loss covered by such insurance. If either, both or all of the Owners are named as a defendant in any suit brought against another Owner in connection with or arising out of each Owner's respective use of the Properties, each Owner shall bear its own costs and expenses incurred in and associated with such suit. Nothing in this Easement Agreement shall constitute a waiver of or otherwise negatively affect either sovereign immunity as provided by applicable law.

6. Appurtenant Easements; Binding on Successors.

6.1. Appurtenant Easements. Each of the Easements and rights created by this Easement Agreement are appurtenant to the Property. For the purpose of each such Easement and rights set forth in this Easement Agreement, the benefited Property will constitute the dominant estate and the burdened Property will constitute the servient estate.

6.2. Effect of Covenants. Each of the covenants contained in this Easement Agreement: (i) are made for the direct, mutual and reciprocal benefit of the MCC Property and the LSPR Property and each portion thereof, should ownership of either of Properties ever be divided in any manner; (ii) create mutual equitable servitudes on each of the Properties in favor of the other of such Properties; (c) constitute covenants running with the land; (d) bind every Owner now having or hereafter acquiring an interest in any of the Properties; and (e) will inure to the benefit of each Owner and each Owner's successors, assigns and mortgagees.

6.3. Conveyance of Property. Each Owner shall require that, upon any conveyance of all or any part of either of the Properties, the purchaser thereof, by accepting such conveyance, will thereupon become a new party to and be bound by this Easement Agreement. In each such instance, the Owner conveying an interest in such Properties affected shall: (i) require the purchaser to assume and agree to perform each of the obligations of the conveying Owner under this Easement Agreement, with respect to the portion of the Property conveyed to such purchaser by means of a written instrument executed, acknowledged and recorded in the Office of the Director of Records of Jackson County, Missouri; and (ii) give notice of each such conveyance and agreement to each other Owner within ten (10) days after the execution thereof, which notice will be accompanied by a copy of such conveyance and agreement. Upon such assumption by a purchaser and the giving of notice thereof, the conveying Owner will thereafter be released from any obligation under this Easement Agreement arising thereafter with respect to the portion of the Property so conveyed. Each Owner, on the written request of the conveying Owner, shall execute and deliver any appropriate documents or assurances to evidence such release.

7. No Dedication. Nothing contained in this Easement Agreement will be deemed to constitute a gift, grant or dedication of any portion of the Properties. This Easement Agreement is intended to benefit the Owners and their respective Permittees, but is not intended to confer upon any Permittee a third-party beneficiary rights hereunder.

8. **Amendment.** Any agreement which amends or terminates this Easement Agreement or any of the Easements created hereunder, in whole or in part, must be executed by the then Owners of the Properties, exclusive always of all mortgagees, tenants and lessees, which hold any possessory interest in any portion of the Properties. However, no amendment, modification, extension or termination of this Easement shall affect the rights of the holder of any mortgage constituting a lien on any portion of the Properties should such mortgage holder acquire ownership of the Property either by foreclosure or deed in lieu of foreclosure unless such mortgagee consents to the same either prior to or after acquiring such title, nor will any amendment, modification, extension or termination be effective against any mortgagee subsequent to such mortgagee acquiring title to a portion of a property or properties by foreclosure or deed in lieu of foreclosure, unless the mortgagee has so consented in writing.

9. **Condemnation.** In the event the whole, or any part, of any of the Properties affected hereby is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, each Owner benefited by any of the Easements created by this Easement Agreement will not share in any award, compensation or other payment made by reason of the taking of a portion of any such Properties which is or are subject to such Easement, and such award, compensation or other payment will belong entirely to the Owner of that portion of the Properties which is taken, and such Owner will have no further liability to any other Owner for the loss of such Easements, or portion thereof, located on the Properties so taken.

10. **Default and Remedies.** In the event of any default hereunder, monetary damages would (in the absence of an affected Owner's determination at the time) be insufficient to compensate the non-defaulting Owner for its losses and inconvenience. Accordingly, MCC hereby declares that each the Owners of Properties will be subject to the following enforcement provisions:

10.1. **Injunctive Relief.** In the event of any violation or threatened violation by any Owner of any of the provisions of this Easement Agreement, in addition to the right to collect damages, each Owner will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the Owner claimed to have committed such violation and such Owner shall have had thirty (30) days following such notice to commence the curing of such violation but shall not have cured such violation.

10.2. **Force Majeure.** If performance of any action by any Owner is prevented or delayed by act of God, war, labor disputes or other cause beyond the reasonable control of such Owner, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause beyond the control of such Owner.

10.3. **Notice of Default.** An Owner will not be in default under this Easement Agreement, unless the Owner has received written notice from another Owner which specifies the nature of such default, and such defaulting Owner has failed to cure or commence appropriate action to cure such default within the times provided in this Easement Agreement and any notice of default so given.

10.4. **No Termination.** No breach of this Easement will entitle any Owner to cancel, rescind or otherwise terminate this Easement. The foregoing limitation will not affect, in any manner, any other right or remedy which any Owner might have by reason of any breach of this Easement.

11. **Miscellaneous.** MCC further declares as follows:

11.1. **Notices.** All notices, statements, demands, approvals and other communications given pursuant to this Easement Agreement will be in writing. Notices to be given hereunder may be personally delivered with written receipt acknowledged, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery service using any reputable commercial overnight delivery service (such as Federal Express, UPS, etc.), to the physical address of such Owner's Property set forth in the official records of the City of Lee's Summit.

11.2. **Attorneys' Fees.** If any Owner institutes any action or proceeding against any other Owner relating to the provisions of this Easement or any default hereunder, the unsuccessful Owner in such action or proceeding will reimburse the successful Owner therein for the reasonable expenses of attorneys' fees and disbursements incurred by the successful Owner.

11.3. **Waiver of Default.** No waiver of any default by any Owner will be implied from the failure by any other Owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Easement Agreement will not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Easement Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Owner might otherwise have by virtue of a default under this Easement Agreement and the exercise of any right or remedy by any Owner will not impair such Owner's standing to exercise any other right or remedy.

11.4. **No Partnership.** Nothing contained in this Easement Agreement and no action by any of the Owners will be deemed or construed by the Owners or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any other association between or among any or all of the Owners.

11.5. **Severability.** If any provision of this Easement Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Easement Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Easement will be valid and enforceable to the fullest extent permitted by law.

11.6. **Governing Law.** This Easement will be construed in accordance with the laws of the State of Missouri.

11.7. **Captions.** The captions of the sections of this Easement Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained and shall not affect the interpretation or construction of the provisions herein contained.

11.8. **Time.** Time is of the essence of this Easement Agreement.

IN WITNESS WHEREOF, MCC has declared this instrument effective as of the Effective Date first above written.

**THE JUNIOR COLLEGE DISTRICT OF
METROPOLITAN KANSAS CITY,
MISSOURI, Seller**

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ___ day of _____, 2018, before me, a Notary Public in and for said state, personally appeared _____, who stated that s/he is the _____ of THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI, known to me to be the person who executed the within instrument on behalf of said body, and acknowledged to me that s/he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, the day and year last above written.

Notary Public in and for said County
and State

My Commission Expires:

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this “**Declaration**”) is made as of _____, 2018, (the “**Effective Date**”) by **THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI A/K/A METROPOLITAN COMMUNITY COLLEGE** (hereinafter “**MCC**” or “**Grantor**”), for itself, the City of Lee’s Summit, Missouri by and through the Lee’s Summit Parks and Recreation Board (hereinafter “**LSPR**” or “**Grantee**”), with an address of 220 SE Green Street, Lee’s Summit, Missouri 64063, Attn: Administrator, and the future owners of the property herein defined.

1. PRELIMINARY

1.1. **Purpose.** Grantor (hereinafter, the “**Declarant**”) is the Owner of the real property located in Lee’s Summit and Kansas City, Jackson County, Missouri (the “**Property**”), as generally depicted at the location shown on **Exhibit A** attached and incorporated herein (the “**Locator Map**”), and legally described as **Exhibit A-1** attached and incorporated herein. As of the Effective Date, the Property is publicly owned and used as a junior college educational facility (the “**Existing Use**”). To ensure any development and redevelopment of the Property is commenced, completed, and thereafter maintained, repaired, replaced, and utilized in a manner complementary to the Existing Use, Declarant hereby declares that each Owner of any portion of the Property, inclusive of any individual parcels which are a part thereof (each, a “**Parcel**” and collectively, the “**Parcels**” which are a part of the Property) shall hold, lease, sell, gift, convey, develop, construct, improve, maintain, repair, replace, and utilize the Property in accordance with the terms, provisions, and limitations set forth in this Declaration.

1.2. **Definitions.** The following defined terms shall have the meanings set forth below for purposes of this Declaration.

(a) “**Building**”: Any permanently enclosed structure placed, constructed or located on a Parcel, which shall include any appurtenant canopies and supports. A Building shall not include freestanding structures like billboards, fences, radio towers, or freestanding structures with interior surfaces not normally accessible for human use, such as tanks, smokestacks, or similar structures. The term “**Building**” is inclusive of a single Building and multiple Buildings.

(b) **“Monument Signs”**: Any monument sign now or hereinafter designated on Final Project Plans. The term “Monument Signs” is inclusive of a single Monument Sign and multiple Monument Signs.

(c) **“City”**: The City of Lee’s Summit and/or Kansas City, Missouri.

(d) **“Claims”**: Causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees and court costs).

(e) **“Common Area”**: All those areas on each Parcel, excluding any Building or Service Areas. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the Building to which they are attached and not a part of the Common Area. Any Parcel encumbered with a Common Area shall not be construed as permanently encumbered, and such Parcel or any portion thereof may, at any time hereafter, be improved with a Building and appurtenances as contemplated by this Declaration at which time, any Common Area displaced by a Building shall no longer be deemed to be a Common Area.

(f) **“Consenting Owner”**: As long as Declarant owns fee simple title to any portion of the Property, Declarant shall be deemed the sole Consenting Owner; however, if Declarant no longer owns fee simple title to any portion of the Property, the Consenting Owners shall be defined as the party or parties owning fee simple title to a majority of the acreage of the Property. The term “Consenting Owner” is inclusive of a single Consenting Owner and multiple Consenting Owners.

(g) **“Declarant”**: The Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College.

(h) **“Declaration”**: This Declaration of Covenants and Restrictions.

(i) **“Final Project Plans”**: The term defined in Section 2.1 herein.

(j) **“Floor Area”**: The total number of square feet of floor space on each floor in a Building, including basement, subterranean, balcony and mezzanine space, irrespective of whether actually occupied. Floor Area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components; provided, however, in no event shall Service Areas be included in such calculations.

(k) **“Governmental Regulations”**: Any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, or conditions of approval or authorization of the City, the State, and any governmental entity, agency or political subdivision whether now in force or which may hereafter be in force. Governmental Regulations shall also include industry standard, recommended design, engineering, and construction requirements.

(l) **“Improvement” or “Improvements”**: Any Building, Monument Sign or Common Area improvements located on the Property.

(m) **“Lienholder”**: Any mortgagee under a mortgage, a grantee under a deed to secure debt, or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(n) **“Occupant”**: Any Person or Prime Lessee from time to time entitled to the use and occupancy of any portion of a Building in the Property under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement.

(o) **“Owner”**: The record holder of fee simple title to a Parcel, and his, hers or its or heirs, personal representatives, executors, assignees, subsidiaries, affiliates, successors and assigns.

(p) **“Parcel”** or **“Parcels”**: All of the Property in the Property, inclusive of any individual subdivided or split parcels which are a part thereof, and as each may be created, reduced and/or reconfigured, as the case may be, in accordance with the terms hereof.

(q) **“Permittee”**: All Occupants and the officers, members, managers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of the Property.

(r) **“Person”**: Individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity, individually and collectively.

(s) **“Project”**: All work of any nature performed on a Parcel in connection with the construction, repair, replacement, alteration, expansion, relocation or demolition of any Improvement.

(t) **“Project Proposal”**: Any and all relevant and detailed information for a Project, including, but not limited to, site plans, exterior elevations (including proposed materials), landscaping plans, and plans and specifications identifying the location, number of levels, height, size and shape, location, dimension of the proposed Project, and any other documentation as may be reasonably required by the Consenting Owners set forth in such detail and with such specificity as would enable each of the Consenting Owners to ascertain the suitability of the Project for the Property, and the Project’s conformance with the requirements of this Declaration.

(u) **“Prime Lessee”**: An Occupant of an entire Parcel who is not the Owner of such Parcel pursuant to an agreement by which such Prime Lessee is subject to all obligations and responsibilities relating to the ownership and operation such Parcel and any business thereon.

(v) **“Service Areas”**: The sidewalks attached to and/or adjoining a Building, trash compactors and enclosures, exterior lighting attached to a Building, drive-up or drive-through customer service facilities directly adjacent or in close proximity to a Building, side yards and rear yards used for outdoor storage (provided such outdoor storage does not interfere with the flow of vehicular traffic), loading docks, electrical facilities and transformers, truck ramps and other similar exclusive service facilities and outward extensions, and customer pickup areas directly adjacent or in close proximity to a Building, whether or not described, labeled or depicted as such on the Locator Map. The Service Areas are the exclusive property of the Owner of the Parcel on which such Services Areas are located, and not part of Common Area.

(w) **“Property”**: Collectively, all of the Parcels which comprise the Property.

(x) **“Sign”**: Any writing (including letter, word, or numeral); pictorial representation (including illustration or declaration); emblem (including device, symbol or trademark); flag

(including banner or pennant); or any other figure of similar character, which (i) is a Structure or any part thereof, or is attached to, painted on or in any other manner affixed to or represented on or in a Building or other Structure, (ii) is used to announce, direct attention to, or advertise, and (iii) is visible from outside a Building. A sign erected or required by Governmental Regulations shall not be deemed to be a Sign.

(y) **“Locator Map”**: The site plan of the Property shown on **Exhibit A** attached hereto, as the same may be amended from time to time by the Declarant.

(z) **“State”**: The State of Missouri.

(aa) **“Structure”**: Any physical object temporarily or permanently affixed to any portion of the Parcel or to any Building, except grass, shrubbery, trees or other landscaping or a Sign.

(bb) **“Utility Lines”**: Those facilities and systems for the transmission or other provision of utility services, including, but not limited to, water drainage, detention or retention systems or structures, water mains, sewers, lift stations, water sprinkler system lines, electrical conduits or systems, gas mains, boxes, junctions, sources, feeds, and other mechanical or utility infrastructure serving the Property, and other public or private utilities providing service to the Property, in common, and the Improvements.

2. DEVELOPMENT

2.1. **Building Location.** All Buildings shall be placed or constructed upon the Parcels only in the location, and only for the Floor Area permitted by the Final Project Plans permitted by the City which shall, in all events, be consistent with these Declarations. Buildings may be located (or relocated) anywhere on the Parcel, provided the total Floor Area of all Buildings constructed upon a Parcel does not exceed Floor Area assigned to such Building permitted by the Final Project Plans approved permitted by the City. All unimproved portions of a Parcel shall be covered by decomposed granite, gravel, sod, hydro-seed or as otherwise permitted by Governmental Regulations and kept weed free and clean at the subject Owner’s sole cost and expense until such time as Buildings are constructed thereon.

2.2. **Subdivision:** Declarant may subject all or any portion of the Property to one or more plats or minor subdivision lot splits, in furtherance of Declarant’s objective to develop, improve and convey the Property. Except as provided above, no Parcel may be subdivided, and no portion of any Parcel may be split and separately sold, leased or rented, unless and until a plan for such proposed subdivision, split, or separate sale, leasing or renting shall have been submitted to and approved to the Consenting Owners, in writing. Nothing herein shall be deemed to require or obligate the Consenting Owners to approve any such subdivision plan. If approved, the Owner submitting any such subdivision plan shall be responsible at its sole cost for ensuring that the same complies with all applicable Governmental Regulations and for obtaining all necessary governmental approvals and consents.

2.3. **Utility Separation and Extension.** To facilitate the subdivision or lot split of all or a portion of the Property (by Declarant or, with the consent of the Declarant, a Consenting Owner, pursuant to Section 2.3 above), any and all Utility Lines, at the request of the Declarant or Consenting Owner owning the Property that is the subject of any subdivision or lot split, will be subject to separation and/or extension, in order to ensure the newly established lot, tract or parcel of the Property has adequate access to all available Utility Lines, at the lowest possible cost to the party so creating the lot, tract or parcel, as may be required to operate the lot, tract or parcel and to secure approval to such Utility Lines as may be

required to obtain subdivision or lot split approval from the City. The cost of any such separation and /or extension of Utility Lines shall be borne by the Declarant or Consenting Owner, as applicable, requiring the separation and/or extension of the Utility Lines. The location of such separated and/or extended Utility Lines shall be established by Declarant or Consenting Owner, as applicable, requiring the new Utility Line service, with the input of the applicable utility provider or City, in its capacity as the permitting authority. Consent to the proposed location of the extended and/or separated Utility Lines shall not be unreasonably withheld, condition or delayed on the part of the Declarant or Consenting Owner, as applicable, which owns the Property from which the Utility Lines to be separated and/or extended are located.

2.4. Type and Design of Improvement.

(a) All Improvements located within the Property shall not exceed the height, restrictions permitted by applicable zoning regulations..

(b) All Improvements shall conform to the requirements of this Declaration, as applicable, and shall provide for first-class materials and Buildings of at least the same quality as the presently Improvements existing on the Property as of the Effective Date.

(c) All Improvements shall be designed to blend complement the Improvements located on the Property as the same may be updated from time to time pursuant to plans approved pursuant to Section 9.6 below, and provide the appearance of a unified, integrated complex, including, but not limited to, with respect to building materials and the color treatment and exterior materials to be used in the Project.

2.5. Signage. All signs on the Property shall conform with the following standards:

(a) No sign or sign face on the Property may contain any obscene or pornographic material.

(b) No exterior Building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

3. RESTRICTIONS ON USE

3.1. Property Restrictions.

(a) Except as otherwise expressly set forth in this Declaration and, further, except as provided or offered in connection with LSPR's public purpose, no portion of the Property shall be used for any of the following purposes: two and four-year degree awarding programs, trade schools, and corporate training programs (excluding that Parcel of the Property set forth on **Exhibit B** attached and incorporated by referenced) (the "**MCC Parcel**"); in-store and on-site retail sales of non-service consumables; gun range, the sale of guns; warehouse as a primary use (excluding that which is place at time this Declaration is filed); a retail movie theater, (excluding that which exists at the time this Declaration is filed), amusement park, carnival, circus, arcade; bar as a primary use; health care or drug treatment center; blood or plasma clinic;; sale or repair of cars, trucks, motorcycles, boats, trailers, or mobile homes (including without limitation automobile, brake, muffler, transmission, tire, lubrication or oil change operation or sale of automobile, truck or boat parts or accessories); funeral parlor; massage services, except those

offered in connection with health and fitness facilities; manufacturing; mortuary; any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; liquor store; salt dome; street and vehicle maintenance facilities; gas station; car wash, heavy equipment sales and rental; vehicle storage or towing; a so-called "head shop," "vape shop," "hookah bar," or other establishment purveying tobacco, marijuana, e-cigarette, or other non-food consumables; billboards; agricultural; off-track betting parlor; junk yard; recycling facility or stockyard; a mini-storage or self-storage facility; a discotheque, dance hall, comedy club, night club or adult entertainment facility; billiard or pool hall; game parlor or video arcade (which shall be defined as any store containing more than three (3) electronic games); playground or playhouse; temporary structures; industrial, residential or manufacturing uses, or for the use, storage, disposal or handling of hazardous materials or underground storage tanks; animal shelter, commercial kennel or breeding facility; laundromat; mining; any use which requires off-site parking to accommodate such use, pursuant to Governmental Regulations; traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fireworks, food trucks, sales by transient merchants utilizing vehicles or booths and other promotions of any nature, and no lease, sublease, license or sublicense, the intended duration of which is fewer than thirty (30) days.

(b) No portion of the Property shall be used in a way which creates strong, unusual, noxious or offensive odors, fumes, dust or vapors; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; creates unusual fire, explosive or other hazards, or materially increases the rate of insurance for any other Parcel, Owner or Occupant.

(c) For purposes of this Declaration, all Service Areas shall be the sole exclusive property of the Owners of the Buildings associated with such areas and each Owner shall have the exclusive right to use such areas for whatever purpose such Owner deems appropriate, so long as such purpose is consistent with this Declaration.

(d) For purposes of this Declaration, Persons who are not Owners or Occupants or licensees thereof engaging in the following activities in any portion of the Property will not be considered to be Permittees under this Declaration: (i) exhibiting any placard, sign, or notice that does not advertise an existing business in the Property; (ii) distributing any circular, handbill, placard, or booklet promoting an existing business in the Property; (iii) soliciting memberships or contributions for an existing business in the Property; (v) failing to follow regulations relating to the use of the Property.

(e) This Declaration is not intended to, and does not, create or impose any obligation on an Owner to operate, continuously operate, or cause to be operated a business or any particular business in the Property or on any Parcel.

4. MAINTENANCE STANDARDS

4.1. Maintenance Obligations:

4.1.1. **Owner Obligations:** Each Owner shall maintain, or cause to be maintained, such Owner's Parcel and all Improvements located thereon, at all times in good and clean condition and repair, said maintenance to include, without limitation, the following:

(a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces to the same or better standard which currently exists at the time of conveyance of the Parcel;

(b) Ensuring the Parcel and all Improvements thereon are and remain free of papers, debris, filth and refuse, except debris and refuse shall be allowed in properly sealed or covered containers located within Service Areas of the Property;

(c) Removing and washing or thoroughly sweeping the Parcel and the Common Area located thereon to the extent reasonably necessary to keep the Common Area in a clean and orderly condition, unobstructed, and if applicable, free from ice and snow;

(d) Placing, painting, maintaining, repairing, replacing and repainting, as and when necessary, any painted Improvements and all directional signs, markers, striping and pedestrian crossings upon or within the Common Area;

(e) Maintaining, repairing and replacing, when necessary, (i) Service Areas, and (ii) traffic directional signs, markers and lines, and all informational signs such as "Handicapped Parking", in good repair and condition;

(f) Operating, maintaining, and timely repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contacts. Each Owner shall maintain and provide electricity to all lighting fixtures attached to its respective Building(s) or Common Area, at its sole cost and expense;

(g) Maintaining and watering all landscaped areas in the same or better condition which currently exists at the time of conveyance of the Parcel; maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines in the same or better condition which currently exists at the time of conveyance of the Parcel; removing dead shrubs and other landscaping, and replacing such shrubs and other landscaping as necessary in the same or better condition which currently exists at the time of conveyance of the Parcel; keeping all lawn grass and landscaped beds relatively weed free and mowed with such frequency as is required to maintain lawn grass at no higher than three inches, or in the same or better condition which currently exists at the time of conveyance of the Parcel.

(h) Maintaining, repairing and replacing, when necessary, any Common Area retaining or other walls, fences, and walls;

(i) Maintaining, repairing and replacing, when necessary, all Common Area storm drains, sewers, lift stations and other Utility Lines not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the Improvements located in the Property;

(j) Performing itself or contracting with a competent third party or parties to perform any of the services described herein;

(k) Supervising traffic at entrances and exits to the Property and within the Property if necessary as conditions reasonably require in order to maintain an orderly and proper traffic flow, to the same extent and level which is provided on the remainder of the Property by Declarant; and

4.1.2. **Occupant Obligations:** Each Occupant shall maintain, or cause to be maintained, its Building and the Common Area on its leased, subleased or licensed Parcel at all

times in good and clean condition and repair, said maintenance to include, without limitation, the following:

(a) Removing all papers, debris, filth and refuse from the Common Area and washing or thoroughly sweeping the Common Area to the extent reasonably necessary to keep the Common Area in a clean and orderly condition, unobstructed, and if applicable, free from ice and snow;

(b) Keeping the Common Area and all common Utility Lines free from any obstructions, unless such obstruction is permitted under the provisions of this Declaration; and

(c) Keeping the Common Area free of elements of blight, and any other conditions which violate or, if left unaddressed, would result in blight or blighting conditions, to the same or better extent which the Declarant performs.

4.2. **Duty to Maintain.** Each Owner shall be responsible for the maintenance and lighting of its own Parcel.

5. LIGHTING

Each Owner hereby covenants and agrees to keep its Parcel fully illuminated each day from dusk to at least 11:00 p.m. unless the Consenting Owners agree upon a different time. Each Owner further agrees to keep any exterior Building security lights on from dusk until dawn. During the term of this Declaration, each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from one Parcel to incidentally shine on the adjoining Parcels. Unless otherwise approved in writing by the Declarant, all exterior lighting fixtures and facilities on any portion of the Property shall harmonious in appearance with the lighting existing on the Property as of the Effective Date, and shall not exceed Governmental Regulations for average lighting output.

6. SUCCESSORS AND ASSIGNS

This Declaration shall inure to the benefit of and be binding upon the Owners, and each such Owner's heirs, personal representatives, Occupants, successors and assigns, as applicable, and upon any Person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

7. DEFAULT

7.1. **Default:** In the event any Owner or Occupant fails to perform any other provision of this Declaration, which failure continues for a period of ten (10) days' after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other Owner or Prime Lessee may thereafter institute legal action against the defaulting Owner or Occupant for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner or Occupant shall not be deemed to be in default if such failure to perform cannot be rectified within said ten (10) day period and such Owner or Occupant is diligently proceeding to rectify the particulars of such failure and rectifies same within a period not to exceed thirty (30) days; provided further, however, that in the event of an emergency, such failure shall be deemed a default if such failure is not rectified in a period reasonable for the nature and circumstances of such emergency.

7.2. **Remedies Cumulative:** In addition to the remedies set forth in this Declaration, each Person entitled to enforce this Declaration shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon or reserved to any Person shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

7.3. **Indemnification by Owners:** Each Owner shall, to the extent permitted by applicable law, defend, indemnify, protect and hold the other Owners and Occupants harmless for, from and against any and all Claims in connection with the loss of life, personal injury and/or damage to property (i) arising from or out of any occurrence in or upon the indemnifying Owner's Parcel, including an Owner's or Occupant's own negligence; (ii) occasioned wholly by any negligent or willful act or omission of the indemnifying Owner, its Occupants or their respective agents, contractors, servants or employees; or (iii) in connection with the failure to comply with the provisions of this Declaration. If a Consenting Owner shall, without fault, be made a party to any litigation commenced by or against the Owner or Occupants of another Parcel, or if a Consenting Owner shall, in its reasonable discretion, determine that it must intervene in such litigation to protect its interest hereunder, the indemnifying Owner shall defend such Consenting Owner using attorneys reasonably satisfactory to such Consenting Owner and shall pay all costs, expenses and reasonable attorneys' fees and costs in connection with such litigation. Nothing in this Declaration shall constitute a waiver of or otherwise negatively affect any Owner's sovereign immunity as provided by applicable law.

8. PROPERTY DAMAGE AND EMINENT DOMAIN

8.1. **Damage to Buildings.** If any of the Buildings located on any Parcel are damaged or destroyed by fire or other cause, the Owner of such Parcel shall promptly cause either (i) the repair, restoration, or rebuilding of the Building so damaged or destroyed to a condition and an architectural style existing immediately prior to the damage or destruction, (ii) the rebuilding of a completely new Building (subject to the approval process set forth in this Declaration) and (iii) the razing of any damaged Building, the filling of any excavation, and performance of any other work necessary to put such portion of the Property in a clean, sightly and safe condition. Any Parcel on which a Building is not reconstructed following a casualty or "Taking" (as defined below) shall be (i) graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Property or any portion thereof, (ii) covered by decomposed granite, gravel, sod, hydroseed or as otherwise permitted by Governmental Regulations, and (iii) kept weed free and clean at the subject Owner's sole cost and expense until such time as Buildings are reconstructed thereon.

8.2. **Casualty Damage to Common Area.** In the event any of the Common Area is damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this Declaration, the Owner upon whose Parcel such Common Area is located shall repair or restore such Common Area at its sole cost and expense with all due diligence.

8.3. **Eminent Domain.** In the event the whole or any part of the Property shall be taken or damaged by right of eminent domain or any similar authority of law or any transfer in lieu thereof (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Parcel so taken and to such Owner's Lienholders or Occupants, as they may have agreed between or among themselves or as determined by applicable law, and in the absence of any such Declaration, as provided by law, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Declaration.

9. GENERAL PROVISIONS

9.1. **Covenants Run With the Land.** The terms of this Declaration shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, and shall run with the land. No Owner shall have the right to apply for a variance from the City, the result of which would be to circumvent or violate the spirit of this Declaration.

9.2. **Duration.** Except as otherwise provided herein, the term of this Declaration shall be for fifty (50) years (the “**Primary Period**”) from the Effective Date. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an “**Extension Period**”) unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the Consenting Owner delivers to the other Owners in the Property written notice of termination, in which event, this Declaration shall automatically expire at the end of the Primary Period or Extension Period then in effect. Upon termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

9.4. **Injunctive Relief.** In the event of any violation or threatened violation by any Person of this Declaration, any or all of the Owners and Prime Lessees of the property included within the Property shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law or in equity.

9.5. **Modification and Termination.** This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of all of the Consenting Owners (and, if applicable, the Prime Lessees of a Consenting Owner’s Parcel) at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the Consenting Owners and Prime Lessees and recorded in the office of the recorder of the county in which the Property is located. No modification or termination of this Declaration as provided herein shall adversely affect the rights of any senior Lienholder unless such Lienholder consents in writing to the modification or termination. All amendments shall be recorded with costs of recording to be paid by the party requesting the amendment.

9.6 **Process for Approval.** Prior to undertaking any material exterior modification, amendment, expansion, alteration, rehabilitation, renovation or reconstruction (each, a “**Project**”), any and all relevant and detailed information for the Project shall be set forth in Project Plans, including, but not limited to, site plans, exterior elevations (including proposed materials), landscaping plans, and plans and specifications identifying the location, number of levels, height, size and shape, location, dimension of the proposed Project, and any other documentation as may be reasonably required to illustrate the development plan for the proposed Project shall be set forth in such detail and with such specificity as would enable (i) each Consenting Owner to ascertain the suitability of the Project when referenced against the other Improvements on the Property, and (ii) the Project’s conformance with the requirements of this Declaration. Such Project Plans shall be submitted to the Consenting Owners for review and approval in accordance with Section 9.7 below.

9.7. **Method of Approval.** Unless otherwise provided in this Declaration, whenever approval, consent or satisfaction (collectively, an “**approval**”) is specifically required of an Owner pursuant to the express terms of this Declaration (or any Exhibit hereto), it shall not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific time period, approval or disapproval by the Consenting Owner (excluding the Owner submitting the Project Plans) shall be given within thirty (30) days after receipt of written request for approval. For so long as the Declarant is the only Consenting Owner, approval shall be at the discretion of the Chancellor of MCC or his or her designee. If an Owner neither approves nor disapproves within the required time period, then the Owner requesting approval shall have the right to send a second written request for approval. If such second request states on its face in all capital letters that failure to respond thereto within fifteen (15) days shall be deemed approval, then the failure to respond within such fifteen (15) day period shall constitute the approval of the Owner from whom approval was requested. Except with respect to approvals which are deemed approved pursuant to the preceding sentence, all approvals (including conditional approvals) and disapprovals shall not be effective unless given or made in writing. If an Owner disapproves, the reasons therefor shall be stated in reasonable detail in writing. An Owner’s approval of any act or request by another Owner shall not be deemed to waive or render unnecessary approval of any similar or subsequent acts or requests.

9.7 **Multiple Owners.** In the event an Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to give the consent for said Parcel on behalf of the Owner thereof and is hereby granted all of the rights and remedies granted to the Owner of said Parcel so long as it is the Prime Lessee of said Parcel, anything in this Declaration to the contrary notwithstanding.

9.8 **Breach Shall Not Permit Termination.** It is expressly agreed that a breach of this Declaration shall not entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee’s sale or otherwise.

9.9 **Notices.** All notices, statements, demands, approvals and other communications given pursuant to this Declaration will be in writing. Notices to be given hereunder may be personally delivered with written receipt acknowledged, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery service using any reputable commercial overnight delivery service (such as Federal Express, UPS, etc.), to the physical address of such Owner’s Property set forth in the official records of the City.

9.10 **Waiver.** The failure of a Person to insist upon strict performance of any of this Declaration or other terms and provisions contained herein shall not be deemed a waiver of any rights or remedies that said Person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Declaration or other terms and provisions contained herein by the same or any other Person.

9.11 **Attorneys’ Fees.** If any Owner institutes any action or proceeding against any other Owner relating to the provisions of this Declaration or any default hereunder, the unsuccessful Owner in such action or proceeding will reimburse the successful Owner therein for the reasonable expenses of attorneys’ fees and disbursements incurred by the successful Owner.

9.12 **Severability.** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration

or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

9.13 **Not a Partnership.** The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Owners. Each Owner shall be considered a separate party and no Owner shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

9.15 **Captions and Headings.** The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or Declarations contained herein.

9.16 **Interpretation.** Whenever the context requires construing the provisions of this Declaration, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word “**including**” shall be construed inclusively, and not in limitation, whether or not the words “**without limitation**” or “**but not limited to**” (or words of similar importance) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Declaration.

9.17 **Entire Declaration.** This Declaration contains the entire agreement with respect to this Declaration affecting the Parcels, and supersedes all prior Declarations, oral or written.

9.18 **Joint and Several Obligations.** In the event any Owner hereto is composed of more than one person, the obligations of said Owner shall be joint and several.

9.19 **Recordation.** This Declaration shall be recorded in the office of the recorder of the County in which the Property is located.

9.20 **Limitation on Liability.** Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons or corporations who constitute a respective Consenting Owner hereunder, including, but not limited to, officers, directors, employees or agents thereof, with respect to any of the terms, covenants, conditions and provisions of this Declaration. In the event of a default of a respective Consenting Owner hereunder, the Owner who seeks recovery from such Consenting Owner shall look solely to the interest of such Consenting Owner in such Consenting Owner’s Parcel for the satisfaction of each and every remedy of the non-defaulting Owner; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Owner (i) to pursue equitable relief in connection with this Declaration, including a proceeding for a temporary restraining order, preliminary injunction, permanent injunction or specific performance; and (ii) to recover from such Consenting Owner all losses suffered, liabilities incurred or costs imposed arising out of or in connection with, or on account of, a Consenting Owner’s breach of its obligation to carry Owner Liability Insurance, or to fund its self-insurance obligation, if applicable.

9.21 **Lienholder Protection.** This Declaration shall be superior and senior to any lien placed upon any Parcel, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, (i) no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value (hereafter, a “**Mortgage**”), but this Declaration shall be binding upon and effective against any Person (including, but not limited to, any Lienholder) who acquires title to

any Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise; and (ii) the liens and encumbrances contained in any Mortgage held by any Lienholder shall be prior and superior to any and all liens that may be asserted against any one or more Parcels as a result of any Owner or Occupant defaulting in any obligation under this Declaration.

9.22 **Time of Essence.** Time is of the essence with respect to the performance of each obligation of this Declaration.

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IN WITNESS WHEREOF, MCC has declared this instrument effective as of the Effective Date first above written.

**THE JUNIOR COLLEGE DISTRICT OF
METROPOLITAN KANSAS CITY,
MISSOURI, Seller**

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this ___ day of _____, 2018, before me, a Notary Public in and for said state, personally appeared _____, who stated that s/he is the _____ of THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI, known to me to be the person who executed the within instrument on behalf of said body, and acknowledged to me that s/he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, the day and year last above written.

Notary Public in and for said County
and State

My Commission Expires:

EXHIBIT A
LOCATOR MAP

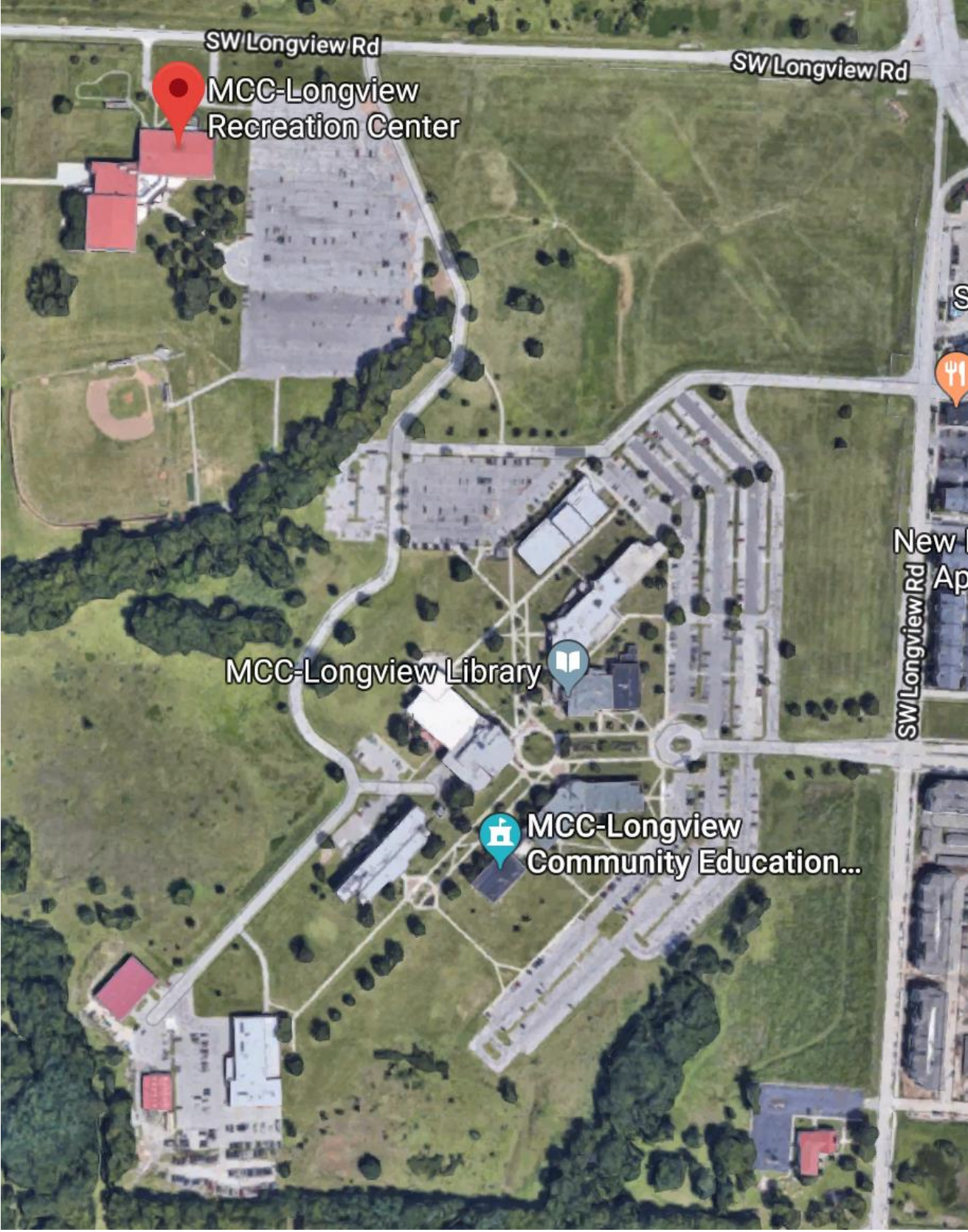


EXHIBIT B

LEGAL DESCRIPTION OF MCC PROPERTY

[TO BE APPENDED]

Packet Information

File #: TMP-0963, **Version:** 1

An Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the Use and Operations of the Longview Community Center and authorizing the Mayor to execute the same by and on behalf of the City.

Issue/Request:

An Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the Use and Operations of the Longview Community Center and authorizing the Mayor to execute the same by and on behalf of the City.

Key Issues:

- Ten (10) year agreement with two (2) automatic five (5) year renewals.
- Discount (resident) rates for facility memberships to Longview Community College students and employees.
- Use of facility by Longview Community College volleyball, cross country, and golf teams.
- Use of facility by Longview Community College physical education courses.
- Dedicated office space to Longview Community College coaches and instructors.
- Shared marketing and partnerships for certain classes and activities and agreement not to compete with existing MCC programs and courses at the facility.
- Accommodations for athletics teams at other LSPR facilities during facility transition and renovation.
- Various agreements and covenants regarding shared use, maintenance and other related matters.

Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the Use and Operations of the Longview Community Center and authorizing the Mayor to execute the same by and on behalf of the City.

Background:

Lee's Summit Parks and Recreation and the Junior College District of Metropolitan Kansas City, Missouri (hereinafter "MCC") have been discussing the potential sale of the Longview Recreation Center from MCC to

LSPR for a number of years. Those negotiations recently resulted in the successful negotiation of the sale as well as terms and conditions for the continued long term use of the facility and related accommodations for three (3) of Longview Community College's athletic teams as well as their physical education students. Further, several agreements were made regarding competition of programming and classes. These items have been agreed to at no cost to MCC as partial consideration for the purchase of the building.

On Wednesday, July 25, 2018, the Lee's Summit Parks and Recreation Board approved the Longview Community Center Use and Operations Agreement pursuant to its authority under the Charter granting it control of the supervision, improvement, care and custody of the parks and recreation activities in the City.

Though typically, these agreements would not require separate City Council approval by virtue of the powers vested to the Park Board through the City Charter, this item is before the City Council for approval pursuant to RSMo. 70.220.3, which requires that any contract entered into between a municipality and another political subdivision be approved by the governing body of the municipality.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Joe Snook, Administrator of Lee's Summit Parks and Recreation

Recommendation: Staff recommends approval of an Ordinance approving 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 Junior College District of Metropolitan Kansas City, Missouri for the Use and Operations of the Longview Community Center and authorizing the Mayor to execute the same by and on behalf of the City.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 18-

AN ORDINANCE APPROVING 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 JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI FOR THE USE AND OPERATIONS OF THE LONGVIEW COMMUNITY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

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

WHEREAS, the Lee's Summit Parks and Recreation Board (hereinafter "the Board") is empowered through the Charter of the City of Lee's Summit, 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 and the Junior College District of Metropolitan Kansas City, Missouri (hereinafter "MCC") have negotiated a real estate transaction which contemplates the sale of the Longview Recreation Center from MCC to the Board; 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 MCC as partial consideration for said real estate transaction, for certain continued uses by MCC of Board facilities; and

WHEREAS, the Board and MCC wish to enter into a written agreement which contemplates the terms and conditions associated with MCC's continued use of the Board's facilities; and,

WHEREAS, a copy of the Longview Community Center Use and Operation Agreement referenced herein is 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 Longview Community Center Use and Operation Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Junior College District of Metropolitan Kansas City, Missouri for the use and operations of the Longview Community Center, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

BILL NO. 18-

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

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

City Attorney *Brian W. Head*



Longview Recreation Center Acquisition



Background

- Discussions with MCC regarding potential acquisition or partnership dating back more than 8 years
- Identified need for Community Center on west side of City/Park Board Priority
- 2018: Renewed discussions – MCC expressed interest in selling the facility.

Previous Similar Project

- Gamber Community Center – 2006
 - Senior Center identified in Legacy for Tomorrow and Beyond ¼ cent sales tax initiative
 - Sales tax funds not immediately available to Park Board for spending
- Inter-fund (GAP) Loan of \$3.25 million from the general fund.
- Four (4) year payback period
- No interest
- Repaid according to schedule using sales tax revenues

Real Estate Negotiation

- Appraised Value: \$4.3 million
 - Negotiated Price: \$4.1 million
 - Reductions for needed repairs and improvements
 - Inclusion of approx. 3 acres of vacant land to north for potential future use
 - Subject to Use and Operations Agreement – Additional consideration
- Subject to Covenants, Conditions and Restrictions
 - Future types of use of facility
 - Maintenance
- Subject to Use as Public Purpose for as long as property is owned by LSPR

Use and Operations Agreement

- 10 year agreement; 2 additional renewals of 5 years each (automatic)
- Provisions allow for continued use of facility at no cost to Longview Community College for volleyball, golf and cross country teams, as well as physical education classes
- Resident discounted memberships for students and employees of Longview Community College
- Dedicated space for coaches offices
- Temporary accommodations at other LSPR facilities for volleyball, golf and cross country teams during renovations – Fall 2018
- Non-compete agreement at facility for existing MCC programs

Financing

- 5 year inter-fund loan from the City of Lee's Summit
- \$4.1 million
 - Memorandum of Understanding outlines terms of repayment.
 - Repayment of foregone interest (currently 1.5-1.6%)
 - Payments to be made annually
- Parks Department Funds (approx. \$1.6 million) to be used for renovations to facility.
 - Renovations scheduled to take place from September 1 – October 30, 2018*.

*Goal to reopen facility November 1, 2018, pending construction schedule.

Park Board

- July 25, 2018
 - Directed Administrator of Parks and Recreation to seek inter-fund loan through the City of Lee's Summit
 - Approved Real Estate Agreement
 - Approved Use and Operations Agreement
- City of Lee's Summit Charter Article VIII
 - Section 8.2(b): Parks and Recreation Board has the power to acquire an interest in real property for parks and recreation purchases by purchase.

City Council Participation

- RSMo. 70.220.3 requires that any contract entered into between a municipality and another political subdivision be approved by the governing body of the municipality.
- 3 Approval Items
 - Inter-fund Loan – Memorandum of Understanding (Ordinance)
 - Real Estate Agreement (Ordinance)
 - Use and Operations Agreement (Ordinance)

Questions?

LONGVIEW COMMUNITY CENTER USE AND OPERATION AGREEMENT

THIS LONGVIEW COMMUNITY CENTER USE AND OPERATION AGREEMENT (hereinafter "**Agreement**") is entered into as of the date last written below (the "**Effective Date**") by and between THE CITY OF LEE'S SUMMIT, MISSOURI BY AND THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD (hereinafter "**LSPR**") and THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI A/K/A METROPOLITAN COMMUNITY COLLEGE (hereinafter "**MCC**.")

RECITALS

WHEREAS, LSPR and MCC have entered into an Agreement for the Purchase and Sale of Real Estate of even date herewith (the "**Real Estate Agreement**") which contemplates the sale from MCC to LSPR (the "**Transaction**") of the real property (the "**Property**") located at 3801 SW Longview Road, Lee's Summit, Missouri, and the improvements located thereon commonly known as the Longview Recreation Center (hereinafter the "**Facility**") and a proposed closing date ("**Closing**") on or before September 1, 2018; and,

WHEREAS, as further consideration for the Transaction, and with the negotiated "Purchase Price" (as such term is defined in the Real Estate Agreement) having been offset to account for such further consideration, LSPR and MCC desire to agree to various conditions related to the future use of the Facility by MCC, as well as various concessions and opportunities to be provided by LSPR to the students and employees of MCC; and

WHEREAS, LSPR and MCC desire for those conditions, concessions and opportunities to be valid and enforceable, and, accordingly LSPR and MCC have reduced said conditions, concessions and opportunities to writing and desire to enter into this Agreement to memorialize the same.

NOW, THEREFORE, in consideration of the mutual promises contained herein, LSPR and MCC hereby agree as follows:

- 1. Incorporation of Recitals; Definitions.** The foregoing Recitals are true and correct and are incorporated by reference as if fully set forth below. Any definitions used in this Agreement not otherwise defined shall have the meaning set forth in the Real Estate Agreement.
- 2. Facility Transition Plan.**
 - a. Possession.** Pursuant to and subject to the terms and conditions set forth in the Real Estate Agreement, exclusive possession and ownership of the Facility by LSPR (hereinafter "**Possession**") shall commence the date of the Closing, or such other date as may be provided in the Real Estate Agreement.
 - b. Fees.** Unless specifically stated otherwise in this Agreement, all obligations by LSPR under the terms of this Agreement including, without limitation, substantial improvements and renovations, providing space for various purposes, offices, and facilities, non-competition of classes, membership resident rates, usage of the facility, trial memberships and limited memberships for student athletes and physical education students are at no cost to MCC for the Term of the Agreement.
 - c. Transition.** For purposes of this Agreement, the term "Transition" shall mean the period of time commencing upon Possession and terminating on the date that substantial material improvements and renovations to the Facility, as determined in the reasonable discretion of LSPR, are substantially complete. It is anticipated that Transition shall end on or before November 1, 2018; however, LSPR reserves the right to extend this date for a reasonable period

of time, to accommodate construction or other related delays, following verification to MCC of construction performance and anticipated delivery dates with applicable subcontractors. Written notice of LSPR's Transition conclusion date shall be provided by LSPR, within three (3) business days following LSPR's final determination thereof. In the event of an anticipated delay, LSPR will make reasonable efforts to provide MCC ten (10) business days' notice of delay prior to November 1, 2018 (or, if it is not reasonably practicable to provide ten (10) business days' notice to MCC, such advance notice as is commercially reasonable, with LSPR exercising best efforts). LSPR agrees to accommodate MCC's continuous permitted use of the Facility through alternative means as identified in Section 2 of this Agreement until Transition is completed. MCC shall be entitled to any and all other remedies at law or in equity which MCC shall have for LSPR's failure to comply with this provision.

- d. **Existing Memberships.** MCC has communicated to all individuals or groups on an existing Facility membership that said membership will no longer be valid or effective as of end of business on Tuesday, July 31, 2018, and further agrees to issue such remaining balances or refunds as may be due and owing as per MCC's membership agreements as of end of business on Tuesday, July 31, 2018. LSPR agrees to extend a free "Trial Membership" to any existing member of MCC for use at the Legacy Park Community Center from Saturday, September 1, 2018 through Wednesday, October 31, 2018, or such later date which is the end of the Transition. Any existing member or individual on a Trial Membership shall have the opportunity to purchase a new membership at any LSPR facility at the then existing rates for residents or non-residents, as applicable and subject to the provisions of this Agreement, following the termination of his or her existing membership or Trial Membership.
- e. **Fall 2018 Athletic Team Access During the Transition.**
 - i. **Women's Volleyball Practice.** During the Transition, LSPR hereby agrees to provide the MCC-Longview Women's Volleyball Team access to one volleyball court at Harris Park Community Center or another facility which can accommodate the requirements outlined herein, in accordance with the following practice schedule as set forth in Exhibit A-2018 Master Schedule.
 - ii. **Women's Volleyball Games and Tournaments.** During the Transition, LSPR hereby agrees to provide the MCC-Longview Women's Volleyball Team access to one volleyball court at Harris Park Community Center or another facility which can accommodate the requirements outlined herein for the following dates/times which constitute home games for the MCC Women's Volleyball Team as set forth in Exhibit A-2018 Master Schedule:
 - iii. **Athlete Facility Memberships.** During the Transition, in order to provide MCC student athletes an opportunity to continue strength and conditioning training necessary to participate in their respective sports programs, LSPR agrees to extend a limited membership to Legacy Park Community Center, free of charge, to any Fall 2018 athlete participating in MCC-Longview's Women's Volleyball, Men's Cross Country, Women's Cross Country, Men's Golf, or Women's Golf from Saturday September 1, 2018 through the end of the Transition. MCC shall provide LSPR a list of all athletes who are on a roster for an above-listed sport for the Fall 2018 season no later than August 15, 2018 so that said limited memberships can be issued.
 - iv. **Cross Country Shower Facilities.** MCC agrees to identify alternate arrangements for athletes participating in cross country to have access to shower facilities, but LSPR shall

have no responsibility to provide such shower facilities at the Facility during the Transition.

- v. **Coaching Offices.** MCC agrees to identify alternate arrangements for coach offices during the period which renovations are being undertaken at the Facility, but LSPR shall have no responsibility to provide coaching offices at the Facility during the Transition.

- f. **Physical Education Classes During Transition.** In light of the renovation schedule for the Facility, MCC shall be responsible for coordinating Physical Education classes at MCC-Longview for the Fall 2018 semester. LSPR shall provide notice to MCC no later than November 1, 2018 if it is anticipated that the Transition will extend beyond November 1, 2018, and if Facility will not be capable of hosting students enrolled in for-credit Physical Education classes by January 1, 2018.

3. Athletics and Physical Education Classes Access and Use Following Transition

a. Volleyball.

- i. **Practice, Game and Tournament Facilities.** Following the Transition, as defined herein, and thereafter, for the "Term" (defined in Section 5 below) of this Agreement, LSPR shall provide the MCC-Longview Women's Volleyball team non-exclusive access to the Property. The non-exclusive access to the Property shall be extended to MCC-Longview visiting teams and guests during tournaments. The MCC-Longview Women's Volleyball Team shall have exclusive access to that portion of the Facility for games and tournaments and exclusive access to a volleyball court as identified by LSPR and consistent with the master schedule provided for, space and equipment defined in Section 3(a)(iii) below, adequate to accommodate the practice, game and tournament schedule for the MCC-Longview Women's Volleyball Team, so long as the team is in existence and is based at MCC's Longview campus. In the event that the MCC-Longview Women's Volleyball team is based out of any other campus or site of MCC, then the provisions of this section shall become null and void. Further, in the event that the National Junior College Athletic Association (hereinafter "NJCAA") modifies the requirements applicable to space and equipment needs for Volleyball, MCC shall provide a minimum of thirty (30) days' advance notice of the change in requirements to LSPR. LSPR will exercise its' best efforts to comply with the requirements. In the event that any modification is required which results in any financial investment, MCC shall be responsible for modification or construction performance to include the selection of contractors, subject to LSPR's approval, and MCC shall be responsible for bearing the costs of such modifications. LSPR shall have the right to inspect and accept or reject the final work related to any modifications made to the Facility consistent with this provision. LSPR will coordinate with MCC to ensure cost containment and scheduling deadlines are met to the best of LSPR's ability. The practice schedule for Volleyball shall be from Monday through Friday from 2:00pm-4:30pm for the Fall 2018 season. In the event that MCC desires to modify this practice schedule, it shall submit, in writing, a detailed request identifying the modification sought, to LSPR for consideration. LSPR shall review the request to determine whether the schedule modification, in its sole discretion, poses challenges to the Facility schedule or its' operations. LSPR shall act in good faith to accommodate a schedule modification request and shall not unreasonably deny a modification request; however, it shall retain the authority to deny a request for practice schedule modification. LSPR shall provide its' determination of acceptance or rejection of schedule modifications in writing within fifteen (15) calendar days of receipt.

- ii. **Schedule to be Provided by MCC.** Not later than May 15 and October 15 of each year for the Term of this Agreement, MCC shall provide LSPR a written schedule of the planned practices, games and tournaments for the upcoming Fall and Spring Volleyball seasons, respectively. Notwithstanding any other provision in this Agreement, in the event that MCC does not provide the schedule by these deadlines, LSPR's sole remedy is that LSPR cannot guarantee accommodations as required herein for the sport season.
 - iii. **Specifications and Equipment.** LSPR shall ensure that the allocated space for Volleyball practices, games and tournaments shall, subject to the provisions of Section 3.a(i), above, at all times for scheduled events meet the current academic year NJCCA specifications and equipment requirements including but not limited to:
 - 1. **Court:** LSPR shall ensure that there is a clearly identified and designated area for the MCC-Longview Women's Volleyball team use containing Court dimensions of 59'x29.6' with a "Free Zone" surrounding entire court of at least 10' and a "Free Zone" past the end line of at least 15;' as well as an "Attack Line" placed 9'-10' from the Center Line on both sides of the Court.
 - 2. **Nets:** Nets and Net Antennas for use at all MCC-Longview Women's' Volleyball Team practices, games and tournaments shall be provided by MCC. Net Poles shall be provided by LSPR and shall accommodate a net with dimensions of 39"x31' 2" to be hung 7' 4 1/4" high. LSPR shall have no right or access to use Nets and Net Antennas which are owned by MCC.
 - 3. **Referee Stand, Scoreboard and Bleachers.** LSPR shall ensure that the following equipment is in place for MCC-Longview's use during practices, games and tournaments: a moveable Referee Stand, Bleachers for spectator use, and a Score Board.
 - iv. **Access to Facility for Team Workouts During Athletic Season.** Following the Transition, as defined herein, and thereafter for the Term of this Agreement, members of the MCC-Longview Women's Volleyball team will have access to the Facility for team workout events and activities to be held in the fitness areas of the Facility. MCC shall provide a schedule of workouts to be held by the team no later than May 15 and October 15 for the upcoming Fall and Spring Volleyball seasons, respectively, and shall further provide LSPR with a roster of the individuals who are members of the team for the applicable season. MCC shall notify LSPR if at any time the roster of athletes changes mid-season. Notwithstanding any other provision of this Agreement, in the event that MCC does not provide the schedule by these deadlines, LSPR's sole remedy is that LSPR cannot guarantee accommodations as required herein for the sport season.
 - v. **Access to Locker Room Facilities.** Following the Transition, as defined herein, and thereafter, for the Term of this Agreement, during all scheduled practices, games and tournaments, and for a reasonable time before and after each such activity or event, students who are members of the Volleyball team, as well as visiting teams, shall have access to the locker rooms at the Facility.
- b. Cross Country.**
- i. **Access to Facility for Team Workouts During Athletic Season.** Following the Transition, as defined herein, and thereafter for the Term of this Agreement, LSPR shall provide the MCC-Longview Men's and Women's Cross Country Teams non-exclusive access to the Property. The Men's and Women's Cross Country teams shall have access to that portion of the Facility for team workout events and activities to be held in the fitness

areas of the Facility in accordance with the requirements of the NJCCA. In the event that the NJCAA modifies the requirements applicable to space and equipment needs for Cross Country, MCC shall provide a minimum of thirty (30) days' advance notice of the change in requirements to LSPR. LSPR will exercise its' best efforts to comply with the requirements. In the event that any modification is required which results in any financial investment, MCC shall be responsible for modification or construction performance to include the selection of contractors, subject to LSPR's approval, and MCC shall be responsible for bearing the costs of such modifications. LSPR shall have the right to inspect and accept or reject the final work related to any modifications made to the Facility consistent with this provision. LSPR will coordinate with MCC to ensure cost containment and scheduling deadlines are met to the best of LSPR's ability. MCC shall provide a schedule of workouts to be held by the team no later than May 15 and October 15 for the upcoming Fall and Spring Cross Country seasons, respectively, and shall further provide LSPR with a roster of the individuals who are members of the team for the applicable season. MCC shall notify LSPR if at any time the roster of athletes changes mid-season. Notwithstanding any other provision of this Agreement, in the event that MCC does not provide the schedule by these deadlines, LSPR's sole remedy is that LSPR cannot guarantee accommodations as required herein for the sport season.

- ii. **Access to Locker Room Facilities.** Following the Transition, as defined herein, and thereafter, for the Term of this Agreement, LSPR shall provide locker room facilities to student athletes participating in the Men's and Women's Cross Country Teams, as well as visiting teams. Said access shall be provided for the period of time which practices and tournaments or activities are being held at the MCC-Longview Campus and for a reasonable time before and after each such activity or event. Not later than May 15 and October 15 of each year, MCC shall provide LSPR a written schedule of the planned practices, tournaments and activities for the upcoming Fall and Spring Men's and Women's Cross Country seasons, respectively. Notwithstanding any other provision of this Agreement, in the event that MCC does not provide the schedule by these deadlines, LSPR's sole remedy is that LSPR cannot guarantee accommodations as required herein for the sport season.

c. Golf.

- i. **Access to Facility for Team Workouts During Athletic Season.** Following the Transition, as defined herein, and thereafter, for the Term of this Agreement, LSPR shall provide the MCC-Longview Men's and Women's Golf Teams non-exclusive access to the Property. The MCC-Longview Men's and Women's Golf teams shall have access to that portion of the Facility for team workout events and activities to be held in the fitness areas of the facility in accordance with the requirements of the NJCCA. In the event that NJCAA modifies the requirements applicable to space and equipment needs for Golf, MCC shall provide a minimum of thirty (30) days' advance notice of the change in requirements to LSPR. LSPR will exercise its' best efforts to comply with the requirements. In the event that any modification is required which results in any financial investment, MCC shall be responsible for modification or construction performance to include the selection of contractors, upon LSPR's approval, and MCC shall be responsible for bearing the costs of such modifications. LSPR shall have the right

to inspect and accept or reject the final work related to any modifications made to the Facility consistent with this provision. LSPR will coordinate with MCC to ensure cost containment and scheduling deadlines are met to the best of LSPR's ability. MCC shall provide a schedule of workouts to be held by the team no later than May 15 and October 15 for the upcoming Fall and Spring Golf seasons, respectively, and shall further provide LSPR with a roster of the individuals who are members of the team for the applicable season. MCC shall notify LSPR if at any time the roster of athletes changes mid-season. Notwithstanding any other provision of this Agreement, in the event that MCC does not provide the schedule by these deadlines, LSPR's sole remedy is that LSPR cannot guarantee accommodations as required herein for the sport season.

ii. **Access to Locker Room Facilities.** Following the Transition, as defined herein, and thereafter, for the Term of this Agreement, LSPR shall provide locker room facilities to student athletes participating in the Men's and Women's Golf Teams, as well as visiting teams. Said access shall be provided for the period of time during which practices and tournaments or activities are being held at the MCC-Longview Campus and for a reasonable time before and after each such activity or event. Not later than May 15 and October 15 of each year, MCC shall provide LSPR a written schedule of the planned practices, tournaments and activities for the upcoming Fall and Spring Men's and Women's Golf seasons, respectively. Notwithstanding any other provision of this Agreement, in the event that MCC does not provide the schedule by these deadlines, LSPR's sole remedy is that LSPR cannot guarantee accommodations as required herein for the sport season.

d. **Access for Students Enrolled in Physical Education Classes.** LSPR agrees to grant limited memberships free of charge for up to 150 MCC-Longview students per semester who are enrolled in for-credit physical education classes at MCC-Longview. Said memberships shall be valid for only the dates which the class in which the student is enrolled is in session, but shall entitle the student to full access to the Facility as if he/she had a paid membership. At least (15) calendar days prior to the beginning of any for-credit physical education class for which memberships must be issued, MCC shall submit a roster containing information which will be requested by LSPR containing a specific list of items to be included. To the extent applicable, LSPR shall take steps to safeguard all student information in accordance with the Family Educational Rights and Privacy Act ("FERPA"). In the event that students enroll in for-credit physical education classes after the fifteen (15) calendar day period above ("late enrollment"), MCC shall submit a late enrollment roster to LSPR for which memberships must be issued. Students will be required to sign a Limited Membership Agreement and Acknowledgment and will be required to have their photo taken for identification as a member, to be used in conjunction with a FOB to be issued for membership identification. All MCC students and athletes will be expected to follow all of LSPR's facility rules. Failure to do so will result in that physical education student or athlete's forfeiture of the Limited Membership which he or she has been provided and will result in that student or athlete's inability to enter or utilize the facility. LSPR shall notify MCC as soon as practicable should a physical education student or student athlete forfeit their Limited Membership.

e. **Dedicated Space; Additional Space Needs.**

i. **Office Space for Coaches, Physical Education Instructors, and Physical Education Coordinator(s).** LSPR shall identify and designate reasonable adequate space within the Facility, to consist of at least one (1) enclosed office space with room for two (2) or

more commercially standard cubicles, as well as a private enclosed area capable of use as an Athletic Training Room to address athlete injuries and for informal meetings, discussions and instruction, for the exclusive use by MCC-Longview Coaches, Instructors, and Physical Education Coordinator(s). LSPR will notify MCC of the location of the designated space as soon as practicable to permit MCC reasonable time to plan for appropriate furniture and equipment needs. LSPR may change or relocate said designated space within the Facility at its sole discretion, but no more frequently than once per year (annually) as long as the minimum standards listed herein are provided in any alternate location identified and accommodates MCC's furniture and equipment needs, and provided that such alternative space shall be within reasonably close proximity to the areas of the Facility used for Athletics and Physical Education Classes. All furniture, fixtures, and equipment for said space shall be the responsibility of and shall be owned by MCC, which shall be responsible for its condition and insurance sufficient to replace the furniture, fixtures and equipment, in the event of damage thereto. At the end of the Term of this Agreement, MCC shall have a limited scope right of entry for the purposes of removing the furniture, fixtures and equipment from the Facility.

- ii. **Storage Space for Athletics Equipment.** LSPR shall identify and designate a minimum of 150 square feet within the Facility so MCC may store athletics equipment, including volleyball (i.e. nets, net antennas, and balls), golf and cross country equipment. LSPR agrees to make reasonable efforts to locate the designated storage space near the gymnasium for MCC's ease of access to equipment. LSPR may change or relocate said designated space within the Facility at its sole discretion as long as the minimum standards listed herein are provided in any alternate location identified, and provided that such alternative space shall be within reasonably close proximity to the areas of the Facility used for Athletics and Physical Education Classes. All equipment shall remain the property of MCC, which shall be responsible for its condition as well as insurance sufficient to replace in the event of damage to the Facility.
- iii. LSPR understands that MCC may modify its sports programming and LSPR agrees to negotiate with MCC in good faith to identify potential future needs and propose terms and conditions related to the accommodation of such sports programming, provided that such change in scope shall not result in a substantially greater burden to LSPR, which LSPR shall determine, in its reasonable discretion. MCC shall notify LSPR in writing of any sports programming modification request within sixty (60) days of the next academic semester. Within thirty (30) days of receiving the request, LSPR shall determine if the proposed change in scope in sports programming modifications may result in a substantially greater burden to LSPR. LSPR shall notify MCC in writing of such determination (the "Determination"), and in such Determination, shall set forth in detail the bases upon which LSPR has ascertained such change in scope is likely to result in a substantially greater burden. MCC may provide feedback and input to LSPR regarding the Determination, which LSPR shall consider in its sole but reasonable discretion. Such decision may include notice by LSPR to MCC that such accommodation shall be conditioned upon the imposition of reasonable fees associated with additional or different uses than those contemplated in this Agreement.
- iv. **Availability of Additional Space.** To the extent that additional space needs are identified by MCC for instruction, programs, meetings, events, or activities, MCC shall be granted

priority consideration by LSPR to reserve any open and available space at the Facility at the then-applicable rental rates.

4. Mutual Agreements

- a. Membership Fees for Students and Employees of MCC-Longview.** LSPR agrees to offer all students and employees of MCC-Longview a membership at the then applicable Resident Rate for membership at the Facility, regardless of residency. LSPR shall set a cap on the total memberships allowed under this provision at 1,000 active memberships, exclusive of memberships provided to students who are enrolled in a Physical Education for-credit course or who are members of an active athletics team as contemplated herein.
- b. Event Admission Fees.** MCC-Longview has expressed an interest in the ability to charge admission fees for events and activities which are contemplated under this Agreement. LSPR agrees to grant MCC-Longview the right to arrange for the collection of admission fees for events which take place at the Facility under the following conditions:
 - i. Admission Fees shall only be collected in connection with a bona fide fundraiser or other similar activity which is clearly identified, and shall not be collected for the purposes of general revenue generation for MCC-Longview or any affiliated entity.
 - ii. Written notice shall be provided by MCC-Longview to LSPR at least fifteen (15) calendar days in advance of the date of the activity for which fees are to be collected.
 - iii. MCC-Longview shall provide all personnel required for the collection of fees.
 - iv. LSPR shall designate the location where fees may be collected.
- c. Agreement Not to Compete with Courses offered at MCC-Longview and Coordination for Non-Credit/Lifelong Learning Courses.** LSPR agrees for the Term of the agreement that it will not offer any courses at the Facility during the Term of this Agreement in which the course content is the same or similar to any MCC continuing education or community education courses offered at MCC and which directly compete with such MCC courses. Course catalogs are located on MCC's website and may be used by LSPR to identify the content of such courses, to ensure its compliance with this provision. In addition, MCC shall provide a list of any continuing education and community education courses in order to provide notice to LSPR for programming purposes for the remainder of the 2018-2019 academic term. MCC agrees to provide a list of continuing education and community education courses it will offer for the upcoming academic years to LSPR by April 15th of each year to provide LSPR with notice for programming purposes. LSPR shall have the authority to offer any course which complies with this section upon the Effective Date of this Agreement. In the event that MCC wishes to cooperate and/or coordinate with LSPR in the offering of continuing education or community education courses, it shall present a request in writing to LSPR containing a description of the course to be jointly programmed, along with the proposed terms and conditions of the cooperating agreement. LSPR shall consider the request and may, through separate written agreement, engage in a joint program of course offerings. The provisions of this paragraph shall be applicable only to programming at the Facility, and shall in no way limit LSPR's right to offer competing courses or programs at any other LSPR facility, unless such facility is within one (1) mile of the Facility. LSPR agrees that the restrictions in this section are reasonable and necessary to protect the interest of MCC. Further, in the event that LSPR begins offering programming at the Facility which is not provided by MCC-Longview in accordance with this section, MCC agrees to not subsequently initiate the offering of the same or substantially similar program in competition with or in an effort to prevent LSPR from the opportunity to continue the program. The provisions of this section shall not be applicable to the offering of any fitness class which is offered as a part of the standard membership for the Facility

and which does not generate additional fees or revenues. In the event that MCC believes that an offering exists at the Facility which is in violation of this provision, it shall have the responsibility of notifying LSPR, after which time LSPR shall have a reasonable opportunity, not to exceed ten (10) days, to arrange for the cancellation and removal of said offering.

- d. Marketing.** LSPR agrees to allow MCC to provide signage and advertising for events and activities which are the subject of this Agreement, with prior approval from the LSPR Administrator which approval shall not be unreasonably withheld.
- e. Shared Access and Maintenance of Driveways.** In accordance with and except as otherwise provided in the Cross Easement executed at the Closing, LSPR shall be responsible for all maintenance and repair of that portion of the parking located on the Property; MCC shall be responsible for all maintenance and repair of that portion of the parking not located on the Property. MCC agrees to maintain the shared access roads to the Facility in a safe condition, and further agrees to execute snow and ice removal operations on the shared access road at the same time as MCC executes other snow and ice removal operations on the MCC-Longview Campus. Further, MCC grants LSPR a right to access and engage in snow and ice removal activities of the shared access roads in the event that MCC does not provide snow and ice removal services consistent with the terms of this Agreement or to the extent that the services are provided in a manner which LSPR deems inappropriate and inadequate for access to the Facility. In such instances where LSPR elects to access and engage in snow and ice removal activities on shared access roads, LSPR shall be responsible for all associated costs and LSPR agrees to hold harmless MCC and assume responsibility for any matters or claims which arise from the access and engagement of snow and ice removal on shared access roads.
- f. Facility Rentals.** MCC warrants and represents that, as of the Closing, any and all Facility rentals and reservations for use which MCC has previously entered into with other parties or entities have been canceled or otherwise extinguished. To the extent allowed by applicable law, MCC agrees to hold harmless and assume responsibility for any matters which arise from the cancellation or failure to notify a party with regard to cancellation of an Agreement entered into prior to the Effective Date. LSPR shall have the opportunity to enter into new agreements with third parties and entities for facility use and reservations at rental rates to be determined solely by LSPR, and subject to revision from time to time as LSPR may deem appropriate. No such agreements may be inconsistent with this Agreement or any other agreement between the parties.
- g. Trophies and Banners.** LSPR understands that the Facility will, for all intents and purposes during the Term, be designated by MCC as the home facility of the MCC-Longview Women's Volleyball Team, Men's and Women's Golf Teams, and Men's and Women's Cross Country Teams, and that awards, accolades, and announcements in connection therewith (the "**Memorabilia**") have historically been housed at the Facility. To that end, LSPR agrees to allow MCC to continue to display existing and future Memorabilia, including, but not limited to, banners representing the Facility as the "home" facility for the sports teams mentioned herein; championship banners for the teams, and other trophies and awards. LSPR shall have the sole discretion to determine where and how much space shall be allotted to MCC for Memorabilia, and reserves the right to change or modify the space(s) provided under this subsection at any time, with or without prior notice to MCC. Any such relocation of Memorabilia shall be performed by MCC pursuant to a limited right of entry for such purpose, and at the end of the Term, the removal thereof shall be the sole responsibility of MCC. LSPR shall have no liability for damage to or destruction or theft of the Memorabilia, except when such damage, destruction or theft is a result of the gross

negligence or intentional misconduct of LSPR and its employees, agents, designees, successors and assigns. All Memorabilia located at the Facility is the property of MCC.

- h. Wireless Technology Equipment.** MCC will remove from the Facility access to MCC's information technology network. MCC will be permitted to remove any and all network equipment from the Facility by August 31, 2018. LSPR will arrange for its' own infrastructure related to technology equipment. All MCC students who are provided Limited Memberships to the Facility and MCC coaches and instructors who office at the Facility as contemplated in this Agreement will be provided the same benefits to utilize any applicable technology facilities as a regular member of the Facility.
- i. Joint Security.** Upon Closing on the sale of the Facility to LSPR, MCC's Police Department ("MCCPD") agrees to notify the appropriate policing authority of the change in ownership of the Facility. Further, LSPR and MCC agree to cooperate and exchange plans, information, and resources related to Active Shooter training and other security related matters which either of them deem appropriate or useful in establishing and maintaining safety protocols for the surrounding areas.
- j. Shared Use of Parking Lot.** In accordance with the Cross Easement executed at the Closing, LSPR and MCC shall be authorized to conduct various events throughout the year which involve the use of both the parking lot owned by MCC and the parking lot that is the subject of the Real Estate Agreement referenced herein and which shall become the property of LSPR upon the Closing. LSPR and MCC hereby agree to cooperate with each other in good faith to ensure that one another has reasonable access and use to each other's parking lots for events without the need for additional formal agreements between the parties. For purposes of this section, "event" shall mean any instance where anticipated traffic and/or parking needs are beyond routine use. For purposes of this provision, a request for use for events should be submitted to the Manager of the Facility a minimum of thirty (30) days' prior to the requested use. The Administrator of LSPR shall be designated as the individual responsible for approving use of that portion of the parking lot which is owned by LSPR, and the MCC-Longview Director of Campus Operations shall be designated as the individual responsible for approving use of that portion of the parking lot which is owned by MCC. Although each party retains the right to approve or deny a request, approval shall not be unreasonably withheld. Further, the parties agree that no fee shall be charged in connection with uses under this subsection.
- k. Repair.** LSPR will be solely responsible for maintenance and repairs, and will maintain the Facility in accordance with the exceptional standards it employs for all its' facilities.
- l. Parking Lot Repairs.** In accordance with and except as otherwise provided in the Cross Easement executed at the Closing, MCC acknowledges that it incorporated into its current budget repairs to be completed for a portion of the parking lot and shared access drive and understands and acknowledges that the conditions of the parking lot and shared access drive are currently in an unacceptable condition. MCC agrees to pave the shared use drive and each driveway aprons/turn ins to the Facility parking lots prior to conveying the Facility to LSPR. Enhancements beyond designated normal repair are at the costs of LSPR. MCC and LSPR both agree to select one vendor to complete the repaving of each parties' respective parking lots. MCC and LSPR agree to share the costs of said repaving equally.
- m. Utilities.** LSPR understands that the Facility does not have a separate water or gas meter. In accordance with and except as otherwise provided in the Cross Easement executed at the Closing, to ensure the continuance of water and gas services, MCC agrees to remit payment for all water and gas services for the Facility. Further, MCC shall invoice LSPR monthly for its allotted

expenses of the water and gas for the Facility. LSPR reserves the right to obtain a separate water and gas meter to service the Facility by providing MCC ten (10) days' notice. MCC understands that the parking lights on MCC's portion of the parking lot is serviced from an electrical meter at the Facility. In accordance with and except as otherwise provided in the Utility Easement executed at Closing, to ensure the continuance of electricity to MCC's parking lot lights, LSPR agrees to remit payment for all electrical services for the Facility. Further, LSPR shall invoice MCC monthly for its allotted expenses of services for the parking lot lights. MCC reserves the right to obtain separate electrical services to service the parking lot lights by providing LSPR ten (10) days' notice. Each party reserves the rights to obtain verification of the allotted expenses.

- n. Mass Notification System.** Subject to the Closing on the Real Estate Agreement, MCC will remove any and all supplemental equipment related to the mass notification system to include speakers from the Facility by August 31, 2018. MCC shall be responsible for removal of the supplemental equipment and all associated costs. MCC will coordinate the dates and times at which MCC shall cause the removal of the supplemental equipment within the stated timeframe with LSPR. MCC will exercise its' best efforts to relocate to its property and connect speakers to MCC's mass notification system to service the areas where the Property and Facility are located.
- o. Emergency Call Tower.** Subject to the Closing on the Real Estate Agreement, MCC will remove the Emergency Call Tower ("Tower") from the Property by August 31, 2018. MCC shall be responsible for removal of the Tower and all associated costs. MCC will coordinate the dates and times at which MCC shall cause the removal of the Tower within the stated timeframe with LSPR.
- p. Camera Systems.** Subject to the Closing on the Real Estate Agreement, MCC will remove the Facility security cameras from its network and systems. LSPR will be responsible for securing a system to operate the cameras if LSPR desires to do so. LSPR shall be responsible for all costs associated with operating the cameras. LSPR agrees to defend, indemnify and hold harmless and assume responsibility for any matters or claims which arise from the operation of the cameras after the date of the Closing. MCC agrees to cooperate with LSPR and provide information relevant to assist LSPR in the acquisition of necessary equipment and technology to operate said cameras.
- q. C-CURE System.** Subject to the Closing on the Real Estate Agreement, MCC shall remove the C-CURE equipment from its network. The C-CURE equipment comprises of card swipes and ISTAR box that controls access to certain doors and areas at the Facility. LSPR shall be responsible for securing a system to operate the C-CURE equipment or make alternative arrangements to operate the equipment if LSPR desires to do so. LSPR shall be responsible for all costs associated with operating the equipment. LSPR agrees to defend, indemnify and hold harmless and assume responsibility for any matters or claims which arise from the operation of the C-CURE equipment after the date of the Closing. MCC agrees to cooperate with LSPR and provide information relevant to assist LSPR in the acquisition of necessary equipment and technology to operate said C-CURE equipment.
- r. Fire Panel and Emergency Pull Stations.** Subject to the Closing on the Real Estate Agreement, MCC will disconnect the fire panel and emergency pull stations located at the Facility from its network. LSPR shall be responsible for reprogramming the fire panel and emergency pull stations to the appropriate emergency response authorities. LSPR shall be responsible for all costs associated with reprogramming the fire panel and emergency pull stations. LSPR agrees to defend, indemnify and hold harmless and assume responsibility for any matters or claims which arise from the operation of the fire panel and/or emergency pull stations after the date of the

Closing. MCC agrees to cooperate with LSPR and provide information relevant to assist LSPR in reprogramming the fire panel and pull stations.

- s. **HVAC.** Subject to the Closing on the Real Estate Agreement, MCC will disconnect the Facility from MCC's automated logic central server. LSPR will be responsible for obtaining a separate server or make alternative arrangements to operate the HVAC at its sole cost. LSPR agrees to defend, indemnify and hold harmless and assume responsibility for any matters or claims which arise from the operation of the HVAC after the date of the Closing. MCC agrees to cooperate with LSPR and provide information relevant to assist LSPR in the acquisition of necessary equipment and technology to operate said HVAC system.
5. **Term.** Subject to the Closing on the Real Estate Agreement, the term of this Agreement shall be for a period of ten (10) years, beginning on September 1, 2018 and ending August 31, 2028 and shall automatically renew for two (2) additional five (5) year periods ("Term"), provided that MCC does not provide notice of intent to terminate prior to the expiration of the Term. In the event that MCC wishes to terminate this Agreement, MCC shall provide ninety (90) days written notice.
6. **Miscellaneous**
- a. **Force Majeure.** In no event shall either party be responsible or liable for any failure or delay in the performance of any obligation hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, exercising commercially reasonable efforts, including, without limitation, earthquake, fire, flood, or other casualty due to storm or other act of God or similar occurrence or condition beyond the reasonable control of the party.
 - b. **Indemnification and Insurance.**
 - i. LSPR hereby agrees, to the extent permitted by applicable law, to defend, indemnify, release, and forever hold harmless MCC, and their respective officers, agents, employees, attorneys, elected officials, and board trustees, and members to the Facility (collectively, the "MCC Parties"), each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses and reasonable attorney's fees incurred in connection with such claims, demands, damages, losses or liabilities, or incurred by MCC which are caused in whole or in part by LSPR, the City, and their respective officers, agents, employees, attorneys, elected officials, and board members, invitees and licensees (the "LSPR Parties") arising out of this Agreement, the Property or the Facility, except and to the extent such claim, demand, damage, loss or liability arises out of or is related to the sole or gross negligence of the MCC or the MCC Parties seeking indemnification. In no event do any of the obligations contemplated in this Agreement waive LSPR's right to sovereign immunity under law.
 - ii. MCC hereby agree, to the extent permitted by applicable law, to defend, indemnify, release, and forever hold harmless LSPR and the LSPR Parties, and their respective officers, agents, employees, attorneys, elected officials, and board each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses and reasonable attorney's fees incurred in connection with such claims, demands, damages, losses or liabilities, or incurred by LSPR or the LSPR Parties which are caused in whole or in part by MCC or the MCC Parties, arising out of this Agreement or the Facility, except and to the extent such claim, demand, damage, loss or liability arises out of or is related to the sole or gross negligence of the LSPR or the LSPR Parties seeking indemnification. In no event do any of the obligations contemplated in this Agreement waive MCC's right to sovereign immunity under law.

- iii. **Insurance.** Upon the date of the Closing, MCC shall provide a Certificate of Insurance, naming the City of Lee's Summit as additional insured, which shall cover all activities, equipment, personnel and property that are the responsibility or possession of MCC. Said insurance shall contain minimum liability limits of \$2,000,000 per occurrence and \$2,000,000 aggregate coverage. In the event that MCC does not maintain insurance as required under the terms of this Agreement, LSPR shall have the right to procure insurance on behalf of MCC sufficient to meet the minimums as contemplated herein, and shall be eligible for reimbursement of any premiums associated with said coverage.
- c. **Assignment of Alternate Accommodations.** In the event of an emergency or other exigent circumstances, and conditioned on MCC approval, LSPR shall identify and assign alternate physical accommodations associated with any of the obligations hereunder following: (i) verification to MCC of emergency or other exigent circumstances; and (ii) estimated timeframes of the alternate accommodation and estimated timeframe for conclusion of exigent or emergency circumstance. The alternative accommodations shall: (i) be reasonably equivalent with LSPR's obligations under this Agreement; (ii) be truly temporary in nature; (iii) to the extent possible and within LSPR's control, be within reasonable proximity to the Property (if alternative accommodation is outside of Facility); (iv) to the extent possible and within LSPR's control, not unreasonably interfere with or unduly burden MCC and the MCC Parties' use and enjoyment of the Facility; and, (v) to the extent practicable, be mutually agreeable to MCC. LSPR shall provide a minimum of thirty (30) calendar days' notice to MCC in advance of the assignment; provided, however, notice of fewer than thirty (30) days may be provided by LSPR to MCC, in the event of an emergency or other exigent circumstance. MCC shall be entitled to any and all other remedies at law or in equity which MCC shall have for LSPR's failure to comply with this provision.
- d. **Items Not Specifically Negotiated.** MCC and LSPR agree and acknowledge that, although numerous items are specifically identified and negotiated herein, certain subjects or items may arise which have not been specifically addressed in this Agreement. To the extent that issues arise regarding topics which are related to operations which are not specifically addressed herein, MCC and LSPR hereby agree and consent to engage in good faith discussions and negotiations to address those topics and to reduce the agreed upon terms and conditions to writing.
- e. **Project Managers and Point of Contact for Contract Implementation and Resolution of Contract Disputes.** In order to effectively and efficiently handle the implementation and interpretation of the provisions of this Agreement, LSPR and MCC shall each identify a primary Project Manager. Each party shall provide, in writing, the name of the Project Manager, and shall promptly notify the other party in writing if the Project Manager is changed. In the event that a dispute arises regarding the implementation or interpretation of this Agreement which cannot be resolved by the designated Project Managers, the matter shall be escalated to the Superintendent of Recreation for LSPR and the Vice Chancellor for Administrative Services & Chief Financial Officer for MCC. In the event that a dispute arises regarding the implementation or interpretation of this Agreement which cannot be resolved at the second level of review, the matter shall be escalated to the Administrator for LSPR and the Chancellor for MCC. In the event the parties' dispute cannot be resolved by the designated Administrator and Chancellor, either party shall be entitled to exercise any and all rights available to such party at law or in equity.
- f. **Notices.** All notices hereunder shall be sent by overnight delivery service or mailed by registered certified mail, postage prepaid, return receipt requested, addressed as follows:

If to LSPR:

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

If to MCC:

Metropolitan Community College
Attn: Chancellor
3200 Broadway
Kansas City, Missouri 64111

- g. 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.
- h. Severability.** In the event that any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect.
- i. Waiver.** Any waiver by LSPR or MCC of any of the covenants, conditions, or agreements herein contained shall not be construed as a waiver of any subsequent breach or violation of this Agreement.
- j. Assignment.** This Agreement may not be assigned by either LSPR or MCC without the prior, written consent of the non-assigning party, which consent shall not be unreasonably withheld, conditioned or delayed.
- k. Termination.** If either party breaches any provision of this Agreement, and such breach is not remedied within sixty (60) days of receiving written notice of breach, the non-breaching party shall be entitled to exercise any and all rights available to such party at law or in equity.
- l. Cooperation Regarding Annexation.** MCC and LSPR acknowledge that a portion of the Facility and Property is located outside the corporate boundaries of Lee's Summit, Missouri. MCC understands that steps must be taken by LSPR to bring the Facility within the corporate boundaries of the City of Lee's Summit, Missouri, and hereby agrees to consent to assist, at no cost to MCC, in the annexation efforts by LSPR, and specifically agrees to not oppose the detachment of that portion of the Property and Facility outside the corporate boundaries of Lee's Summit, Missouri from the City of Kansas City, Missouri. MCC further agrees to support the incorporation by annexation of such property into the corporate boundaries of Lee's Summit, Missouri. MCC agrees to not intentionally take any action that would unreasonably or materially jeopardize LSPR's effort to annex said portion of the Facility and Property into the corporate boundaries of Lee's Summit, Missouri.
- m. Non-Discrimination.** The parties agree that no person shall be excluded from participation in, be denied the benefit of or otherwise subjected to discrimination in the performance of this Agreement on the ground of race, color, religion, age, sex, sexual orientation, disability, national origin, veteran status or any other status protected by applicable law.

- n. **Recordation.** A memorandum of this Agreement shall, at the Closing, be filed with the Recorder of Deeds for Jackson County, Missouri. The form of memorandum shall be reasonably acceptable to the parties.
- o. **Entire Agreement.** This Agreement contains the entire agreement with respect to the matters herein described, and there are no terms, conditions, promises, understandings or statements, express or implied, concerning the same. Except as may be provided in the Real Estate Agreement, Cross Easement, or the covenants and restrictions to be filed upon the Property prior to or on the Closing, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon LSPR or MCC, unless reduced to writing and signed by both LSPR and MCC.

IN WITNESS WHEREOF, the parties hereunto set their hand(s) as of the Effective Date and year indicated thereon.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

Administrator of Parks and Recreation

Date

APPROVED AS TO FORM:

Superintendent of Legal Services and
Human Resources/Staff Attorney

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On this ___ day of _____, 2018, before me appeared _____, to me personally known, who being by me duly sworn, did say that s/he is the Administrator of the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board, a _____ of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said entity, and that said instrument was signed and sealed on behalf of said entity by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said entity

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC
My Commission Expires:

[SIGNATURES CONTINUE ON THE NEXT PAGE]

**THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN
KANSAS CITY, MISSOURI:**

Title

Date

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On this ___ day of _____, 2018, before me appeared _____, to me personally known, who being by me duly sworn, did say that s/he is the _____ of THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI, a _____ of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said entity, and that said instrument was signed and sealed on behalf of said entity by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said entity

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Packet Information

File #: TMP-0967, **Version:** 1

An Ordinance approving a Memorandum of Understanding by and between the Lee's Summit Parks and Recreation Board and the City of Lee's Summit, Missouri for the Inter-Fund Loan to finance the acquisition of the Longview Recreation Center by the Lee's Summit Parks and Recreation Board and approving Amendment No. 2 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, and authorizing the City Manager to take such actions as are necessary to implement the inter-fund loan terms approved herein subject to annual appropriations.

Issue/Request:

An Ordinance approving a Memorandum of Understanding by and between the Lee's Summit Parks and Recreation Board and the City of Lee's Summit, Missouri for the Inter-Fund Loan to finance the acquisition of the Longview Recreation Center by the Lee's Summit Parks and Recreation Board.

Key Issues:

- LSPR is requesting an inter-fund loan from the City of Lee's Summit to finance the purchase of the Longview Recreation Center
- \$4.1 million total loan amount
- Interest will be paid to City in the amount of the foregone interest (currently 1.5-1.6%).
- Payback over 5 years using sales tax revenues.

Proposed Committee Motion:

I move to recommend to the City Council for approval an Ordinance approving a Memorandum of Understanding by and between the Lee's Summit Parks and Recreation Board and the City of Lee's Summit, Missouri for the Inter-Fund Loan to finance the acquisition of the Longview Recreation Center by the Lee's Summit Parks and Recreation Board and approving Amendment No. 2 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, and authorizing the City Manager to take such actions as are necessary to implement the inter-fund loan terms approved herein subject to annual appropriations.

Background:

Lee's Summit Parks and Recreation has negotiated the purchase of the Longview Recreation Center from the Junior College District of Metropolitan Kansas City, Missouri (hereinafter "MCC.") LSPR is seeking to finance the acquisition through the use of an inter-fund loan from the City of Lee's Summit general fund.

The City of Lee's Summit has extended inter-fund loans to LSPR in the past, most recently financing the design and construction of the Gamber Community Center in 2006 with a \$3.25 million inter-fund loan which carried no interest rate and was paid back in four (4) years using parks sales tax revenues.

The proposed inter-fund loan to purchase the Longview Recreation Center will be for the total amount of \$4.1

million with a five year payback schedule. Additionally, LSPR will pay interest to the City of Lee's Summit equal to the foregone interest earned on the amount borrowed. Currently, that amount is between 1.5-1.6%.

The attached Memorandum of Understanding outlines the specific terms and conditions associated with the inter-fund loan.

At its' July 25, 2018 meeting, the Lee's Summit Parks and Recreation Board directed the Administrator of Parks and Recreation to request an inter-fund loan from the City of Lee's Summit in the amount of \$4.1 million to finance the acquisition of the Longview Recreation Center.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Joe Snook, Administrator of Lee's Summit Parks and Recreation

Recommendation: Staff recommends approval of an Ordinance approving a Memorandum of Understanding by and between the Lee's Summit Parks and Recreation Board and the City of Lee's Summit, Missouri for the Inter-Fund Loan to finance the acquisition of the Longview Recreation Center by the Lee's Summit Parks and Recreation Board and approving Amendment No. 11 to the Budget for the Fiscal Year ending June 30, 2019, as adopted by Ordinance No. 8405, and authorizing the City Manager to take such actions as are necessary to implement the inter-fund loan terms approved herein subject to annual appropriations.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 18-

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INTER-FUND LOAN TO FINANCE THE ACQUISITION OF THE LONGVIEW RECREATION CENTER BY THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND APPROVING AMENDMENT NO. 2 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019, AS ADOPTED BY ORDINANCE NO. 8405, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THE INTER-FUND LOAN TERMS AS APPROVED HEREIN SUBJECT TO ANNUAL APPROPRIATIONS.

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 Charter of the City of Lee's Summit, Missouri; and,

WHEREAS, Article VIII, Section 8.2(a) of the Charter of the City of Lee's Summit, Missouri 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 8.2(b) of the Charter of the City of Lee's Summit, Missouri vests the Park Board with the power to acquire real property for parks and recreation purposes; and,

WHEREAS, the Park Board has determined that, in the fulfillment of its' duties and responsibilities under the Charter, it is reasonable and prudent to procure an existing recreation facility owned by the Junior College District of Metropolitan Kansas City, Missouri, commonly known as the Longview Recreation Center, for future use and operation by the Park Board as a Community Center; and,

WHEREAS, pursuant to Article VIII, Section 8.2(b) of the Charter of the City of Lee's Summit, Missouri, the City will be the legal title holder of the real property described herein; and,

WHEREAS, the City, through the General Fund, has the present ability to provide an inter-fund loan to the Park Board to finance the acquisition of the real property described herein; and,

WHEREAS, the Park Board intends to repay the inter-fund loan through the use of park sales tax revenues; and,

WHEREAS, the Park Board and the City desired to enter into the attached Memorandum of Understanding whereby the City agrees to loan the Park Board funds for the acquisition of the real property described herein, with the Park Board to make repayments from sales tax revenues subject to interest, with payments being made over a five (5) year period; and,

WHEREAS, a copy of the Memorandum of Understanding referenced herein is attached hereto as Exhibit A; and,

BILL NO. 18-

WHEREAS, the inter-fund loan contemplated herein shall necessitate a budget adjustment by making appropriate transfers in funds identified herein, reductions and additions in the funds of the City to permit an inter-fund transfer.

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

SECTION 1. That the Memorandum of Understanding by and between the Lee's Summit Parks and Recreation Board and the City of Lee's Summit, Missouri, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the City Manager and the Mayor are hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 2. 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, in the manner shown below:

Amended Fund	Amended Department	Added/(Reduced)	New Amended Budget
F100 General Fund Reserve	Administration	(\$4,100,000.00)	N/A
F327 Construction Fund	Parks & Recreation	\$4,100,000.00	\$6,935,000.00

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

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

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

BILL NO. 18-

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:

City Attorney *Brian W. Head*

BILL NO. 18-

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE INTER-FUND LOAN TO FINANCE THE ACQUISITION OF THE LONGVIEW RECREATION CENTER BY THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND APPROVING AMENDMENT NO. 2 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019, AS ADOPTED BY ORDINANCE NO. 8405, AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THE INTER-FUND LOAN TERMS AS APPROVED HEREIN SUBJECT TO ANNUAL APPROPRIATIONS.

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 Charter of the City of Lee's Summit, Missouri; and,

WHEREAS, Article VIII, Section 8.2(a) of the Charter of the City of Lee's Summit, Missouri 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 8.2(b) of the Charter of the City of Lee's Summit, Missouri vests the Park Board with the power to acquire real property for parks and recreation purposes; and,

WHEREAS, the Park Board has determined that, in the fulfillment of its' duties and responsibilities under the Charter, it is reasonable and prudent to procure an existing recreation facility owned by the Junior College District of Metropolitan Kansas City, Missouri, commonly known as the Longview Recreation Center, for future use and operation by the Park Board as a Community Center; and,

WHEREAS, pursuant to Article VIII, Section 8.2(b) of the Charter of the City of Lee's Summit, Missouri, the City will be the legal title holder of the real property described herein; and,

WHEREAS, the City, through the General Fund, has the present ability to provide an inter-fund loan to the Park Board to finance the acquisition of the real property described herein; and,

WHEREAS, the Park Board intends to repay the inter-fund loan through the use of park sales tax revenues; and,

WHEREAS, the Park Board and the City desired to enter into the attached Memorandum of Understanding whereby the City agrees to loan the Park Board funds for the acquisition of the real property described herein, with the Park Board to make repayments from sales tax revenues subject to interest, with payments being made over a five (5) year period; and,

WHEREAS, a copy of the Memorandum of Understanding referenced herein is attached hereto as Exhibit A; and,

BILL NO. 18-

WHEREAS, the inter-fund loan contemplated herein shall necessitate a budget adjustment by making appropriate transfers in funds identified herein, reductions and additions in the funds of the City to permit an inter-fund transfer.

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

SECTION 1. That the Memorandum of Understanding by and between the Lee's Summit Parks and Recreation Board and the City of Lee's Summit, Missouri, a true and accurate copy of the same being attached hereto as Exhibit A and incorporated herein by reference be and the same is hereby approved, and the City Manager and the Mayor are hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 2. 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, in the manner shown below:

Amended Fund	Amended Department	Added/(Reduced)	New Amended Budget
F100 General Fund Reserve	Administration	(\$4,100,000.00)	N/A
F327 Construction Fund	Parks & Recreation	\$4,100,000.00	\$6,935,000.00

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

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

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

BILL NO. 18-

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:

City Attorney *Brian W. Head*

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
LEE'S SUMMIT PARKS AND RECREATION BOARD & THE CITY OF LEE'S SUMMIT, MISSOURI
INTER-FUND LOAN TO FINANCE THE ACQUISITION OF THE LONGVIEW RECREATION CENTER**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into this ____ day of _____, 2018 by and between the LEE'S SUMMIT PARKS AND RECREATION BOARD (hereinafter "Park Board") and THE CITY OF LEE'S SUMMIT, MISSOURI (hereinafter "City.")

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 Charter of the City of Lee's Summit, Missouri; and,

WHEREAS, Article VIII, Section 8.2(a) of the Charter of the City of Lee's Summit, Missouri 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 8.2(b) of the Charter of the City of Lee's Summit, Missouri vests the Park Board with the power to acquire real property for parks and recreation purposes; and,

WHEREAS, the Park Board has determined that, in the fulfillment of its' duties and responsibilities under the Charter, it is reasonable and prudent to procure an existing recreation facility owned by the Junior College District of Metropolitan Kansas City, Missouri, commonly known as the Longview Recreation Center, for future use and operation by the Park Board as a Community Center; and,

WHEREAS, pursuant to Article VIII, Section 8.2(b) of the Charter of the City of Lee's Summit, Missouri, the City will be the legal title holder of the real property described herein; and,

WHEREAS, the City, through the General Fund, has the present ability to provide an inter-fund loan to the Park Board to finance the acquisition of the real property described herein; and,

WHEREAS, the Park Board intends to repay the inter-fund loan through the use of park sales tax revenues; and,

WHEREAS, the Park Board will be responsible for the renovations, maintenance and operations of the real property described herein; and,

WHEREAS, the City and the Park Board desire to formally set forth the terms and conditions of an inter-fund loan to the Park Board for the acquisition of the Longview Recreation Center.

NOW, THEREFORE, the City and the Park Board agree as follows:

1. **Inter-Fund Loan.** Subject to appropriation, the City will loan to the Park Board the total sum of FOUR MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS \$4,100,000.00) to be used for the acquisition of the Longview Recreation Center from MCC, with said funds to be available to the Park Board on or before August 30, 2018.
2. **Financing Terms and Reimbursement Schedule.** The Board will make payments on an annual basis, on or before the last day of each fiscal year for the next five (5) years, beginning with Fiscal Year 2020 (June 30, 2020), in equal installments, with an included payment which shall constitute the foregone interest for the amount borrowed, consistent with the procedures outlined in the City of Lee's Summit Interfund Loan Policy.

The obligation of the Park Board to repay the inter-fund loan is subject to annual appropriation and shall not constitute a current expense of the Park Board.

3. **Amendment.** Any amendment to this MOU shall be reduced to writing and executed by both the City and the Park Board.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU as of the day and year first above written.

Tyler Morehead, President
Lee's Summit Parks and Recreation Board

Joe Snook, Administrator
Lee's Summit Parks and Recreation

William A. Baird, Mayor
City of Lee's Summit, Missouri

Stephen A. Arbo, City Manager
City of Lee's Summit, Missouri

Packet Information

File #: TMP-0962, **Version:** 1

An Ordinance Setting the Tax Levy for the Year 2018 for the City of Lee's Summit, Cass and Jackson Counties, Missouri

Issue/Request

An Ordinance Setting the Tax Levy for the Year 2018 for the City of Lee's Summit, Cass and Jackson Counties, Missouri

Key Issues:

Consideration and setting of the tax levies for the General Fund; Parks and Recreation Fund; and, the Debt Service Fund for the City of Lee's Summit, for the 2018 Calendar Year (Fiscal Year 2019).

The City experienced a net increase in Assessed Valuation for property that was assessed in both 2017 and 2018 of approximately (\$34,767,164 or 1.77%), with new growth Assessed Valuation of \$36,786,895 (1.87%) being added in 2018. The increase in Total Assessed Valuation in 2018 was \$71,554,059 over the Total Assessed Valuation in 2017. The increase in Assessed Valuation for previously assessed property was below the CPI increase allowed by the Missouri Tax Commission, so the tax levy rates for the General Fund and Parks and Recreation Fund may be set at the same rate as 2017.

Proposed Committee Motion:

I move to recommend to City Council approval of An Ordinance Setting the Tax Levy for the Year 2018 for the City of Lee's Summit, Cass and Jackson Counties, Missouri.

Background:

Each year, the City Council must set the tax levies to be applied to property within the City limits for the General Fund, the Parks and Recreation Fund, and the Debt Service Fund. The Cass County Assessor and the Jackson County Assessor provide the assessed values for all the property located within the City limits, and, state statutes require the City Council to set the tax levies by October 1 of each year. Once the tax levies are set, the levies are forwarded to the State Auditor's Office for review and certification by the Auditor. After certification by the State Auditor, the tax levies are forwarded to the County Clerks of Cass and Jackson Counties, who certify the levies. Once the tax levies are certified by the respective County Clerk, the levy rate is applied to the properties within the City limits, and the resulting amounts are forwarded by the respective County Clerk to the County Collector's Office of Cass and Jackson County, for the collection of the taxes from the property owners.

Impact/Analysis:

The valuation provided by the Cass and Jackson County Assessor's Offices reflect the most current assessed valuations available through July 25, 2018. The 2018 Assessed Valuation of previously assessed property

increased by \$34,767,164 or 1.77%. State Statutes require the rollback of a tax levy if the increase in previously assessed property exceeds the Consumer Price Index set by the State Tax Commission for the calendar year, which for 2018 is 2.1%. The amount of Assessed Valuation attributed to "new growth" does not affect the required calculation. Thus, the City may impose the same tax levies for the General Fund and Parks and Recreation Fund as were imposed in 2017. The Debt Service Levy is separately calculated based on the debt service requirements, and, available resources to pay those requirements, in the next two calendar years (2019 and 2020).

The tax levy for the General Fund can be set at a maximum of \$0.8886 per \$100 assessed valuation; the Parks and Recreation tax levy can be set at a maximum of \$0.1571 per \$100 of assessed valuation; and, the Debt Service Levy can be set at a maximum of \$0.4711 per \$100 of assessed valuation, however, the City has reduced the Debt Service Levy to \$0.4697 each year.

The combined maximum 2018 City Tax Levy would be \$1.5154 per \$100 of assessed valuation if all the tax levies are set at their maximum levels.

Conrad E. Lamb

Recommendation: Staff recommends passage of An Ordinance setting the tax levy for the year 2018 for the City of Lee's Summit, Cass and Jackson Counties, Missouri.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX LEVY FOR THE YEAR 2018 FOR THE CITY OF LEE'S SUMMIT, JACKSON AND CASS COUNTIES, MISSOURI, AND CONTAINING AN EMERGENCY CLAUSE.

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

SECTION 1. That there is hereby levied for the year 2018 on all property made taxable by law within the corporate limits of the City of Lee's Summit, Missouri, a tax in the amounts and for the purposes set forth below, to wit:

- \$0.8886 on each One Hundred Dollars (\$100.00) of assessed valuation for GENERAL REVENUE FUND of the City of Lee's Summit, Missouri.
 - \$0.1571 on each One Hundred Dollars (\$100.00) of assessed valuation for PUBLIC PARKS.
 - \$0.4697 on each One Hundred Dollars (\$100.00) of assessed valuation for GENERAL OBLIGATION BONDS - PRINCIPAL, INTEREST AND SINKING FUND.
-
- \$1.5154 TOTAL LEVY on each One Hundred Dollars (\$100.00) of assessed valuation.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. That this ordinance is necessary for the setting of the tax rates and levy for the City, and is an emergency within the meaning of Section 3.13(f)(5) of the Charter of the City of Lee's Summit, Missouri and the same shall be in full force and effect from and after the date of its passage and adoption, and the approval by the Mayor.

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 Randall L Rhoads

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney Brian Head

CASS	Final	42,649,801	7,079,320	49,729,121	1,190,535	50,919,656	1,864,381	917,320	2,781,701	#REF!	
TOTAL		<u>1,476,535,858</u>	<u>331,642,443</u>	<u>1,808,178,301</u>	<u>42,492,152</u>	<u>1,850,670,453</u>	<u>33,889,950</u>	<u>29,336,420</u>	<u>63,226,370</u>	#REF!	#REF!
		27,102,547	29,336,420	56,438,967	1,894,450	58,333,417	5,574,222	18,624,697	24,198,919		
		1.87%	9.70%	3.22%	4.67%	3.25%	19.69%	173.87%	62.00%		

State Assessed Property											
JACKSON	Final	35,497,780	5,803,837	41,301,617	41,301,617						
CASS	Final	<u>1,079,752</u>	<u>110,783</u>	<u>1,190,535</u>	<u>1,190,535</u>						
TOTAL RR & UTIL.		<u>36,577,532</u>	<u>5,914,620</u>	<u>42,492,152</u>	<u>42,492,152</u>						
GRAND TOTAL		<u>1,513,113,390</u>	<u>337,557,063</u>	<u>1,850,670,453</u>		<u>\$1,850,670,453</u>					
				Net of New Growth		1,787,444,083					

Taxes			99.00%				NET	GROSS			
GENERAL	\$0.9081	13,030,681		2,717,789	15,748,469	364,981	15,748,469	16,276,213			
PARK	\$0.1606	2,304,512		480,648	2,785,160	53,634	2,785,160	2,878,493			
DEBT	<u>\$0.4697</u>	6,739,908		1,405,732	<u>8,145,640</u>	156,862	8,145,640	8,418,607			
TOTAL	<u>\$1.5384</u>	<u>22,075,102</u>		<u>4,604,169</u>	<u>26,679,271</u>	<u>575,478</u>	<u>26,679,270</u>	<u>27,573,313</u>			

Calendar 2015	<i>As of 9-15-15</i>		Inflationary Increase by County assessor						of Levies		
JACKSON	Final	1,408,650,157	296,144,023	1,704,794,180	39,393,515	1,744,187,695	27,610,185	10,653,286	38,263,471	#REF!	
CASS	Final	<u>40,783,154</u>	<u>6,162,000</u>	<u>46,945,154</u>	<u>1,204,187</u>	<u>48,149,341</u>	<u>705,543</u>	<u>58,437</u>	<u>763,980</u>	#REF!	
TOTAL		<u>1,449,433,311</u>	<u>302,306,023</u>	<u>1,751,739,334</u>	<u>40,597,702</u>	<u>1,792,337,036</u>	<u>28,315,728</u>	<u>10,711,723</u>	<u>39,027,451</u>	#REF!	9.224%
		91,174,587	11,080,584	102,255,171	3,937,671	106,192,842	9,648,019	35,989,225	45,637,244		
		6.91%	3.89%	6.37%	11.02%	6.47%	55.15%	-141.79%	-578.53%		

State Assessed Property											
JACKSON	Final	34,654,914	4,738,601	39,393,515	39,393,515						
CASS	Final	<u>1,093,342</u>	<u>110,845</u>	<u>1,204,187</u>	<u>1,204,187</u>						
TOTAL RR & UTIL.		<u>35,748,256</u>	<u>4,849,446</u>	<u>40,597,702</u>	<u>40,597,702</u>						
GRAND TOTAL		<u>1,485,181,567</u>	<u>307,155,469</u>	<u>1,792,337,036</u>		<u>\$1,792,337,036</u>					
				Net of New Growth		1,753,309,585					

Taxes			99.00%				NET	GROSS			
GENERAL	\$0.9063	13,004,852		2,712,401	15,717,253	364,258	15,717,253	16,243,951			
PARK	\$0.1603	2,300,207		479,751	2,779,958	53,534	2,779,958	2,873,116			
DEBT	<u>\$0.4697</u>	6,739,908		1,405,732	<u>8,145,640</u>	156,862	8,145,640	8,418,607			
TOTAL	<u>\$1.5363</u>	<u>22,044,969</u>		<u>4,597,884</u>	<u>26,642,853</u>	<u>574,654</u>	<u>26,642,852</u>	<u>27,535,674</u>			

Calendar 2014	<i>Final 9-15-14</i>		Inflationary Increase by County assessor						of Levies		
JACKSON	Final	1,320,137,176	285,094,459	1,605,231,635	35,741,537	1,640,973,172	17,494,051	(25,382,569)	(7,888,518)	#REF!	
CASS	Final	<u>38,121,548</u>	<u>6,130,980</u>	<u>44,252,528</u>	<u>918,494</u>	<u>45,171,022</u>	<u>1,173,658</u>	<u>105,067</u>	<u>1,278,725</u>	#REF!	
TOTAL		<u>1,358,258,724</u>	<u>291,225,439</u>	<u>1,649,484,163</u>	<u>36,660,031</u>	<u>1,686,144,194</u>	<u>18,667,709</u>	<u>(25,277,502)</u>	<u>(6,609,793)</u>	#REF!	-0.356%
		16,335,082	(25,292,699)	(8,957,617)	2,926,441	(6,031,176)	(17,783,898)	(341,795,640)	(359,579,538)		
		1.22%	-7.99%	-0.54%	8.68%	-0.36%	-48.79%	-107.99%	-101.87%		

State Assessed Property											
JACKSON	Final	30,606,658	5,134,879	35,741,537	35,741,537						
CASS	Final	<u>835,066</u>	<u>83,428</u>	<u>918,494</u>	<u>918,494</u>						
TOTAL RR & UTIL.		<u>31,441,724</u>	<u>5,218,307</u>	<u>36,660,031</u>	<u>36,660,031</u>						
GRAND TOTAL		<u>1,389,700,448</u>	<u>296,443,746</u>	<u>1,686,144,194</u>		<u>\$1,686,144,194</u>					
				Net of New Growth		1,692,753,987					

Taxes		99.00%					NET	GROSS
GENERAL	\$0.9349	12,571,377	2,695,440	15,266,817	339,307	15,266,817	15,763,762	
PARK	\$0.1654	2,224,094	476,870	2,700,964	60,029	2,700,964	2,788,882	
DEBT	<u>\$0.4697</u>	6,315,944	1,354,207	<u>7,670,151</u>	170,470	7,670,151	7,919,819	
TOTAL	<u>\$1.5700</u>	<u>21,111,416</u>	<u>4,526,517</u>	<u>25,637,933</u>	<u>569,807</u>	<u>25,637,932</u>	<u>26,472,464</u>	

Calendar 2013		<i>Final 9/15/13</i>	Inflationary Increase by County assessor				<u>for Calc.</u>	<u>for Calc.</u>		
JACKSON	Prelim	1,305,080,732	310,477,028	1,615,557,760	32,995,794	1,648,553,554	35,515,247	310,477,028	345,992,275	#DIV/0!
CASS	Final	<u>36,842,910</u>	<u>6,041,110</u>	<u>42,884,020</u>	<u>737,796</u>	<u>43,621,816</u>	<u>936,360</u>	<u>6,041,110</u>	<u>6,977,470</u>	#DIV/0!
TOTAL		<u>1,341,923,642</u>	<u>316,518,138</u>	<u>1,658,441,780</u>	<u>33,733,590</u>	<u>1,692,175,370</u>	<u>36,451,607</u>	<u>316,518,138</u>	<u>352,969,745</u>	#DIV/0!
		1,341,923,642	316,518,138	1,658,441,780	33,733,590	1,692,175,370	36,451,607	316,518,138	352,969,745	
		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
		State Assessed Property								
JACKSON	Prelim	27,991,523	5,004,271	32,995,794	32,995,794					
CASS	Final	<u>669,565</u>	<u>68,231</u>	<u>737,796</u>	<u>737,796</u>					
TOTAL RR & UTIL.		<u>28,661,088</u>	<u>5,072,502</u>	<u>33,733,590</u>	<u>33,733,590</u>					
GRAND TOTAL		<u>1,370,584,730</u>	<u>321,590,640</u>	<u>1,692,175,370</u>		<u>\$1,692,175,370</u>				
						Net of New Growth	1,339,205,625			

Taxes		99.00%					NET	GROSS
GENERAL	\$0.9213	12,500,925	2,933,186	15,434,112	307,680	15,434,112	15,590,012	
PARK	\$0.1630	2,211,713	518,951	2,730,663	54,436	2,730,663	2,758,246	
DEBT	<u>\$0.4697</u>	6,373,260	1,495,406	<u>7,868,666</u>	156,862	7,868,666	7,948,148	
TOTAL	<u>\$1.5540</u>	<u>21,085,899</u>	<u>4,947,543</u>	<u>26,033,442</u>	<u>518,978</u>	<u>26,033,441</u>	<u>26,296,405</u>	

Packet Information

File #: TMP-0959, **Version:** 1

An Ordinance authorizing the execution of two intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including it's HealthNet Division to permit the city to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.

Issue/Request:

Adoption of an Ordinance allowing the City to participate in the Ground Emergency Medical Transport (GEMT) program

Key Issues:

The GEMT program is sponsored by the State of Missouri, Department of Social Services, MO Healthnet Division (MHD). It is a fee for service program that is voluntary for governmental entities. If an entity participates, it can seek cost settlement by receiving federal funds to bring payment per transport up to cost. Simply, it allows the city to recover more costs for mileage in transport of federally insured patients in the Medicare/Medicaid programs.

The fee for this service is based upon the amount of federal funds collected. MHD would be due 20% of all adjusted cost reimbursements. The funds would be received to the City as revenues and the fee expensed from the City's General Fund. If the City participates, a budget amendment will be necessary to pay the program fee.

A series of agreements are necessary each year and the Ordinance will authorize the Mayor to sign the original agreement and allow the City Manager to enter into agreements with the MHD on behalf of the City.

Proposed Committee Motion:

I move to recommend to the City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI DEPARTMENT OF SOCIAL SERVICES INCLUDING ITS HEALTHNET DIVISION TO PERMIT THE CITY TO PARTICIPATE IN THE GROUND EMERGENCY MEDICAL TRANSPORTATION UNCOMPENSATED COST REIMBURSEMENT PROGRAM

Proposed City Council Motion:

[Enter text here]

Background:

New revenue collected through this program is intended to be used to help fund the Mayor and City Council's 5 year fiscal plan. The Fire Department estimates that the City will receive approximately \$650k through this effort.

Nancy Yendes | Chief Counsel of Infrastructure and Planning

Recommendation: Staff recommends AN ORDINANCE AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI DEPARTMENT OF SOCIAL SERVICES INCLUDING ITS HEALTHNET DIVISION TO PERMIT THE CITY TO PARTICIPATE IN THE GROUND EMERGENCY MEDICAL TRANSPORTATION UNCOMPENSATED COST REIMBURSEMENT PROGRAM.

Committee Recommendation: N/A

BILL NO. 18-

AN ORDINANCE AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI DEPARTMENT OF SOCIAL SERVICES INCLUDING ITS HEALTHNET DIVISION TO PERMIT THE CITY TO PARTICIPATE IN THE GROUND EMERGENCY MEDICAL TRANSPORTATION UNCOMPENSATED COST REIMBURSEMENT PROGRAM .

WHEREAS, the City of Lee's Summit Fire Department provides emergency medical transportation services (EMS) and the City Council has set a fee schedule for recovery of fifty (50) percent of the costs of such services; and,

WHEREAS, Medicaid payments are significantly less than the fee set by the City Council resulting in uncompensated costs to the City and the community for such use of the EMS services; and,

WHEREAS, the State of Missouri through its Department of Social Services, Healthnet Division offers an opportunity to recover portions of the uncompensated costs to the City provided the City enters into a Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program Agreement and an Electronic Funds Transfer Authorization Agreement for purposes of Medicaid Audit and Compliance (MMAC); and,

WHEREAS, the City Council finds that it is in the best interests of the community and the City to recover uncompensated costs to the EMS system; and,

WHEREAS, the City Council is desirous of seeking reimbursement of uncompensated costs from the usage of its EMS system by those covered through the State Medicaid Program.

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

SECTION 1. That the Missouri Department of Social Services "MO Healthnet Division Provider Agreement for Ground Emergency Medical Transport (GEMT) Uncompensated Cost Reimbursement Program" and the Missouri Department of Social Services Missouri Medicaid Audit and Compliance (MMAC) "Electronic Funds Transfer (EFT) Authorization Agreement" attached hereto as Exhibits "A" and "B" respectively are hereby approved and the Mayor is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That the City Manager is authorized to take all actions necessary to carry out the GEMT Uncompensated Cost Reimbursement Program on behalf of the City of Lee's Summit, Missouri, including but not limited to submission of required reports, audit and compliance actions, and signing of renewal agreements as long as the terms or responsibilities of the City do not change for the purpose of recovering uncompensated costs from the usage of the City's EMS system by those whose health insurance is provided through the State of Missouri's Medicaid Program.

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

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

BILL NO. 18-

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

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

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney
Brian Head

PROVIDER AGREEMENT

MO HEALTHNET DIVISION GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) UNCOMPENSATED COST REIMBURSEMENT PROGRAM

Name of provider: _____

Provider NPI Number: _____

Statement of Intent

The purpose of this agreement is to allow participation in the Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to the provider's compliance with the requirements and responsibilities set forth in this agreement.

Provider Responsibilities

By entering into this agreement, the provider agrees to the following:

- A. Provider agrees to comply with each of the following, as periodically amended:
 1. Title XIX of the Social Security Act
 2. Titles 42 and 45 of the Code of Federal Regulations (CFR)
 3. Missouri State Medicaid State Plan
 4. Missouri State Statutes RSMo 208.1030 and 208.1032
 5. Missouri Code of State Regulations for the Emergency Ambulance Program at 13 CSR 70-6.010
 6. State issued policy directives, including the MO HealthNet Ambulance Provider Manual
 7. Terms of the provider's MO HealthNet Provider Enrollment Agreement

- B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this agreement. The provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to reconciled cost reimbursement under this agreement shall be sufficient cause for the state to deny or recoup payment to the provider as well as terminate this agreement.

- C. Provider agrees to comply with the following allowable expenses and fiscal documentation requirements:
 1. Submit annually the Centers for Medicare and Medicaid Services (CMS) approved GEMT Program cost report to the DSS/MHD
 2. Maintain for review and audit, and supply to the state upon request, auditable documentation of all amounts claimed, and any other records required by the state and CMS, pursuant to this agreement to permit a determination of expenses allowed.
 3. If the allowance of an expense or appropriateness of an expense cannot be determined by the state because fiscal records or other documentation is not present or is inadequate,

according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense within a timeframe determined by the state, reimbursement may resume for the amount substantiated and deemed allowable.

- D. By November 30 of each year: Provider agrees to submit, electronically, the Microsoft Excel version of the CMS approved cost report accompanied by a signed PDF copy of the CMS approved cost report for the prior fiscal year ending June 30, a signed PDF copy of the Intergovernmental Transfer of Public Funds agreement, and a signed PDF copy of the Administration Fee Agreement to: Ask.GEMT@dss.mo.gov.
- E. Provider agrees to submit within the timeframes determined by the State, transfer of the non-federal share of the GEMT uncompensated cost reimbursement and administration fee according to the Intergovernmental Transfer Public Funds Agreement and Administration Fee Agreement prior to the initial cost settlement reimbursement from DSS/MHD.
- F. Provider agrees to accept as payment in full the reimbursement received for services subject to reconciled cost reimbursement pursuant to this agreement. Under no circumstance will the total amount of reimbursement received exceed one hundred percent (100%) of actual care costs. As such, if the provider does not have any uncompensated care costs, the provider will not receive a payment under this program.
- G. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the excess in accordance with state and federal regulations within 30 (thirty) calendar days.

DSS/MHD Responsibilities

- A. Lead the development, implementation, and administration for the GEMT program and ensure compliance with the provision set forth in the Missouri Medicaid State Plan.
- B. Submit claims for federal financial participation (FFP) based on expenditures for GEMT services that are allowable expenditures under federal law.
- C. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
- D. Ensure that the total MO HealthNet reimbursement provided to eligible GEMT providers will not exceed applicable federal upper payment limits as described in 42 CFR 447 – Payments for Services.
- E. Complete the audit and settlement process of the interim reconciliations for the claiming period within three (3) years of the postmark date of the cost report.

Fiscal Provisions

- A. Upon the Provider's compliance with all provisions of this Agreement, and upon the submission of a certified cost report, Intergovernmental Transfer of Public Funds Agreement, and Administration Fee Agreement, the DSS/MHD will perform the cost reconciliation, submit claims to CMS based on total computable certified expenditures for GEMT services provided, and make initial cost settlement payments to eligible providers.
- B. Transfer of funds is contingent upon the availability of federal financial participation. If, in the event federal financial participation funds for a service period are not available for all the uncompensated cost reimbursement payable to the providers due to the application of a federal limit or any other reason, both of the following shall apply:
 - 1. The total amounts payable to providers for the service period shall be reduced to reflect the amounts for which federal financial participation is available, and
 - 2. The amounts payable to each provider for the service period shall be equal to the amounts computed by the state multiplied by the ratio of the total amounts for which federal financial participation is available.
- C. Recovery of Overpayments: Provider agrees that when it is established that an overpayment has been made, the DSS/MHD shall recover such overpayment. The DSS/MHD reserves the right to select the method to be employed for the recovery of an overpayment.

Limitations of State Liability

- A. Notwithstanding any other provision of this Agreement, the DSS/MHD shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for costs of providing services pursuant to RSMo 208.1030 and 208.1032.
- B. To the extent that a federal audit disallowance and interest results from costs for which the provider has received reimbursement, the DSS/MHD shall recoup from the provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed costs. All subsequent costs submitted to the DSS/MHD applicable to any previously disallowed cost, may be held in abeyance with no payment made until the federal disallowance issue is resolved.
- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from costs which the provider has received reimbursement for services provided by a nongovernmental entity under contract with, and on behalf of the provider, the DSS/MHD shall be held harmless by the provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest.

TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall begin July 1, 2017. This agreement may be canceled or amended at any time upon agreement by both parties or by either party after giving thirty (30) days

prior notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.

GEMT Provider

Date

GEMT Provider Printed Name



MISSOURI DEPARTMENT OF SOCIAL SERVICES (DSS)
 MISSOURI MEDICAID AUDIT AND COMPLIANCE (MMAC)
Electronic Funds Transfer (EFT) Authorization Agreement

By completing and submitting this form to the Missouri Medicaid Audit and Compliance Unit (MMAC) for processing, I understand

- payment will be from Federal and State funds and that any falsification or concealment of material fact may be prosecuted under Federal and State laws;
- the State of Missouri will initiate credit entries (deposits) and will initiate, if necessary, debit entries (withdrawals) or adjustments for any credit entries made in error to my account;
- the State of Missouri may terminate my enrollment in direct deposit if the State is legally obligated to withhold part or all payments for any reason;
- MMAC may terminate my enrollment if I no longer meet the eligibility requirements; and
- this document does not constitute an amendment or assignment of any nature whatsoever of any contract, purchase order or obligation that I may have with any agency of the State of Missouri.

SECTION I: PROVIDER INFORMATION

PROVIDER NAME*

DOING BUSINESS AS NAME (DBA)

SECTION II: PROVIDER ADDRESS

STREET*	CITY*	STATE /PROVINCE*	ZIP CODE/POSTAL CODE*
---------	-------	------------------	-----------------------

SECTION III: PROVIDER IDENTIFIERS INFORMATION

PROVIDER FEDERAL TAX IDENTIFICATION NUMBER (TIN) OR EMPLOYER IDENTIFICATION NUMBER (EIN)*

NATIONAL PROVIDER IDENTIFIER (NPI)*	PROVIDER TAXONOMY CODE
-------------------------------------	------------------------

SECTION IV: PROVIDER CONTACT INFORMATION

PROVIDER CONTACT NAME*

TELEPHONE NUMBER* ext.	EMAIL ADDRESS
--------------------------------------	---------------

SECTION V: FINANCIAL INSTITUTION INFORMATION

FINANCIAL INSTITUTION NAME*

FINANCIAL INSTITUTION ROUTING NUMBER*	FINANCIAL INSTITUTION ROUTING NUMBER*
---------------------------------------	---------------------------------------

PROVIDER'S ACCOUNT NUMBER WITH FINANCIAL INSTITUTION*	PROVIDER'S ACCOUNT NUMBER WITH FINANCIAL INSTITUTION*
---	---

TYPE OF ACCOUNT AT FINANCIAL INSTITUTION*
 CHECKING SAVING

ACCOUNT NUMBER LINKAGE TO PROVIDER IDENTIFIER (SELECT ONE AND FILL IN THE NUMBER)*

PROVIDER TAX IDENTIFICATION NUMBER (TIN): _____

NATIONAL PROVIDER IDENTIFIER (NPI): _____

SECTION VI: SUBMISSION INFORMATION

REASON FOR SUBMISSION*
 New Enrollment Change Enrollment Cancel Enrollment

INCLUDE WITH ENROLLMENT SUBMISSION*

Voided Check
 Bank Letter

WRITTEN SIGNATURE OF INDIVIDUAL AUTHORIZED BY PROVIDER OR ITS AGENT TO INITIATE, MODIFY OR TERMINATE ENROLLMENT*	PRINTED NAME OF PERSON SUBMITTING*	SUBMISSION DATE*
--	------------------------------------	------------------

MMAC Provider Enrollment
 P.O. Box 6500 (mailing), 205 Jefferson St., 2nd Fl (physical)
 Jefferson City, MO 65102
 Fax: 573/751-5065
 e-mail: mmac.providerenrollment@dss.mo.gov

MISSOURI MEDICAID AUDIT AND COMPLIANCE USE ONLY

PROCESSED BY:	DATE:
---------------	-------

Electronic Funds Transfer (EFT) Authorization Agreement Instructions

Automated clearing house (ACH) accounts only, wire transfer is not available. Type or print in black ink. All required information indicated by * must be completed. A separate form must be submitted for each NPI/taxonomy code to be changed. To update payee information, complete an Update Request form available at <http://mmac.mo.gov/providers/provider-enrollment>. Contact your financial institution to arrange for the delivery of CORE-required Minimum CCD+ Data Elements necessary for successful reassociation of the EFT payment with the ERA remittance advice. To resolve a late or missing 835, contact the Wipro Technical Help Desk at (573) 635-3559. If you are inquiring about a missing or late EFT payment, you must contact your financial institution.

SECTION I: PROVIDER INFORMATION

Provider Name*	Complete legal name of institution, corporate entity, practice or individual provider.
Doing Business as Name (DBA)	A legal term used in the United States meaning that the trade name, or fictitious business name, under which the business or operation is conducted and presented to the world is not the legal name of the legal person (or persons) who actually own it and are responsible for it.

SECTION II: PROVIDER ADDRESS

Street*	The number and street name where a person or organization can be found.
City*	City associated with provider address field.
State/Province*	Character code associated with the State/Province/Region of the applicable Country.
Zip Code/Postal Code*	System of postal-zone codes (zip stands for "zone improvement plan") introduced in the U.S. in 1963 to improve mail delivery and exploit electronic reading and sorting capabilities.

SECTION III: PROVIDER IDENTIFIERS INFORMATION

Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN)*	A Federal Tax Identification Number, also known as the Employer Identification Number (EIN), is used to identify a business entity.
National Provider Identifier (NPI)*	A Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standard. The NPI is a unique identification number for covered healthcare providers. Covered healthcare providers and all health plans and healthcare clearinghouses must use the NPIs in the administrative and financial transactions adopted under HIPAA. The NPI is a 10-position, intelligence-free numeric identifier (10-digit number). This means that the numbers do not carry other information about healthcare providers, such as the state in which they live or their medical specialty. The NPI must be used in lieu of legacy provider identifiers in the HIPAA standards transactions.
Provider Taxonomy Code	A unique alphanumeric code, ten characters in length. The code set is structured into three distinct "Levels" including Provider Type, Classification and Area of Specialization.

SECTION IV: PROVIDER CONTACT INFORMATION

Provider Contact Name*	Name of a contact in provider office for handling EFT issues.
Telephone Number*	Telephone number associated with contact person.
Email Address	An electronic mail address at which the health plan might contact the provider.

SECTION V: FINANCIAL INSTITUTION INFORMATION

Financial Institution Name*	Official name of the provider's financial institution.
Financial Institution Routing Number*	A 9-digit identifier of the financial institution where the provider maintains an account to which payments are to be deposited. Enter the number twice for validation.
Provider's Account Number With Financial Institution*	Provider's account number at the financial institution to which EFT payments are to be deposited. Enter the number twice for validation.
Type of Account at Financial Institution*	Check the type of account funds are to be deposited to. Enter the number twice for validation.
Account Number Linkage to Provider Identifier (Select one and Fill in the Number)	Provider preference for grouping (bulking) claim payments – much match preference for v5010X12835 remittance advice. NOTE: EFT data will always be linked by the MO HealthNet trading partner ID related to the NPI/taxonomy.

SECTION VI: SUBMISSION INFORMATION

Reason for Submission*	New Enrollment, Change Enrollment, Cancel Enrollment.
Include with Enrollment Submission*	Voided Check: A voided check is attached to provide confirmation of Identification/Account Numbers. Bank Letter: A letter on bank letterhead that formally certifies the account owners and account numbers.
Written Signature of Individual Authorized by Provider or its Agent to Initiate, Modify or Terminate Enrollment*	A (usually cursive) rendering of a name unique to a particular person used as confirmation of authorizations and identity.
Printed Name of Person Submitting*	The printed name of the person signing the form; may be used with electronic and paper-based manual enrollment.
Submission Date*	The date on which the enrollment is submitted.

Packet Information

File #: TMP-0958, **Version:** 1

IN AN AMOUNT NOT TO EXCEED \$84,000.00.

An Ordinance authorizing the award of RFP No. 2018-058 for citizens strategic planning professional services to Novak Consulting Group, INC. and authorizing the City Manager to enter into and execute said agreement for the same by and on behalf of the City in an amount not to exceed \$84,000.00.

Issue/Request:

An ordinance authorizing the award of RFP No. 2018-058 for citizens strategic planning professional services to Novak Consulting Group, INC. and authorizing the City Manager to enter into and execute said agreement for the same by and on behalf of the City.

Key Issues:

Citizen strategic plans provide an opportunity for citizens to shape and direct the long term vision for a community. The efforts have effectively enabled citizens to engage in discussion of community goals and municipal services which has not occurred since 2007.

1. RFP 2018-058 was posted on e-bidding service (Public Purchase) and emailed to potential respondents identified on a vendor list on January 12th, 2018.
2. 470 potential respondents were notified via Public Purchase or email.
3. 75 potential respondents accessed the RFP via Public Purchase.
4. RFP closed on February 7, 2018.
5. Four firms provided submittals.
6. Submittals were scored by the evaluation committee. National Civic League and The NOVAK Consulting Group were the two highest ranking firms that were selected for interviews.
7. Initial and second interviews were conducted and The NOVAK Consulting Group was identified as the highest ranking firm by the evaluation committee.

The scope of services outlined proposes a new process for this effort. The City has asked the successful respondent to complete the citizen strategic planning process in approximately 4 months from the project kickoff date. The City has also requested a significant amount of resources to assist with citizen engagement using technology, social media, and the internet. Finally, the process is proposed to be guided by Mayor and Council who would serve as the Steering Committee.

Proposed Committee Motion:

I move to recommend to City Council approval of An ordinance authorizing the award of RFP No. 2018-058 for citizens strategic planning professional services to Novak Consulting Group, INC. and authorizing the City Manager to enter into and execute said agreement for the same by and on behalf of the City in an amount not to exceed \$84,000.00.

Background:

The community has benefited from previous citizen strategic plans in 1999 and again in 2007. The 1999 plan, entitled 'Lee's Summit 21st Century' was developed with assistance from the National Civic League and provided a foundational document that guided the City through its decision making process. The 1999 plan was organized into four key performance areas (KPAs) which included Development, Education & Culture, Health & Safety, and Preservation. The Implementation Committee was chaired by Dr. Robert (Bud) Hertzog and Nancy Blackwell. The 1999 plan had a noticeable and long lasting impact on the community. It's legacy and reputation made it known as the 'bricks and mortar' plan which guided and enabled much needed investment in physical infrastructure.

The first strategic plan resulted in a number of accomplishments including the development of funding mechanisms for needed road and infrastructure improvements, a Police Station, City Hall, Gamber Center, Legacy Park, Downtown Revitalization, creation of various community-oriented committee groups such as the Arts Council, Health Education Advisory Board and the Human Relations Commission, and many other important community outcomes.

The 2007 plan, entitled 'Lee's Summit 360° Charting Tomorrow' (LS360), was commissioned by the Mayor and City Council and facilitated by the National Civic League. The plan was developed through collaboration with 163 stakeholders and many more citizens from the community. The Implementation Committee was led by Jon Ellis and Vicky Cundiff. The 2007 plan had six KPAs which included Education, Economic Development, Health & Human Services, Local Government, Quality of Life, and Transportation. The 2007 plan was essential to the growth and maturity of the community. To this day, the City's robust network of Boards, Commissions, and Task Forces, still carry and have implemented many of the citizens goals which is seen in policies, processes, procedures, and initiatives. Attached is the final report which lists the accomplishments achieved from this plan.

The Lee's Summit community has very much embraced strategic planning and engagement. This is a strength of the community and a distinguishable trait that differentiates Lee's Summit from the pack.

Timeline:

Start: September / October

Finish: February / March

Stephen Arbo | City Manager

BILL NO. 18-105

AN ORDINANCE AUTHORIZING THE AWARD OF RFP NO. 2018-058 FOR CITIZENS STRATEGIC PLANNING PROFESSIONAL SERVICES TO NOVAK CONSULTING GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE SAID AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY IN AN AMOUNT NOT TO EXCEED \$84,000.00.

WHEREAS, the City of Lee's Summit (hereinafter "City") benefited from citizens' strategic planning efforts in 1999 and 2007; and,

WHEREAS, it has been determined that a new citizens' strategic plan is in the best interest of the City and will provide the goals, a mission, and vision to the organization; and,

WHEREAS, in response to this determination, the Procurement and Contract Services Division of the City of Lee's Summit issued RFP No. 2018-058 for a yearly contract for the provision of professional services to address the needs referenced above; and,

WHEREAS, the RFP was advertised and sent directly to potential bidders, and bidders were additionally notified through the City's e-procurement system, Public Purchase; and,

WHEREAS, as of the close of the time period for submission and the proposal opening date, a total of four proposals were received by the City; and,

WHEREAS, based upon the evaluation of proposals and interviews, the project evaluation committee recommended award of RFP No. 2018-058 to Novak Consulting Group, Inc. as the vendor under Agreement No. 2018-091.

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

SECTION 1. That RFP No. 2018-058 be and hereby is awarded to Novak Consulting Group, Inc., as the vendor under Agreement No. 2018-058.

SECTION 2. That Agreement No. 2018-058 for professional services in an amount not to exceed \$84,000.00 by and between the City of Lee's Summit, Missouri and Novak Consulting Group, Inc., attached hereto as "Exhibit A" and incorporated herein by reference be and the same are hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

Mayor *William A. Baird*

ATTEST:

BILL NO. 18-105

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:

City Attorney
Brian Head

This AGREEMENT made and entered into this _____ day of _____ 20____, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and The NOVAK Consulting Group, a company in the State of Ohio, hereinafter referred to as "Service Provider." Witnesseth, that:

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

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

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2018-058 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of Eighty Four Thousand Dollars (\$84,000.00). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be for a one (1) year period from the date identified above. All pricing identified on the pricing page shall be in effect for the stated agreement term.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.



Procurement Officer of Record

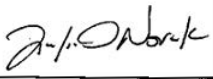
Stephen A. Arbo, City Manager _____ Date _____

APPROVED AS TO FORM:

Office of the City Attorney

The Novak Consulting Group

Company Name



Company Authorized Signature
President _____ 7/20/2018
Title _____ Date

Type or Print the Name of Authorized Person
Julia D. Novak

CITY OF LEE'S SUMMIT
ADMINISTRATION DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
Phone: 816-969-1015 Fax: 816-969-1515
Email: nedwards@cityofls.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2018-058

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

CITIZEN STRATEGIC PLAN-PRELIMINARY PROJECT PLANNING
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF TUESDAY, FEBRUARY 6, 2018, 2:00 P.M. LOCAL TIME

A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR TUESDAY, JANUARY 23, 2018 AT 2:00 P.M. LOCAL TIME IN THE CITY COUNCIL CHAMBERS CONFERENCE ROOM LOCATED ON THE NORTH END OF THE FIRST FLOOR OF CITY HALL

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

The cutoff date and time for questions is FRIDAY, JANUARY 26, 2018 at Noon Local Time. All questions should be directed to the Project Manager identified on page one of this document.

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

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

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

Company Name _____		Authorized Person (Print) _____	
Address _____		Signature _____	
City/State/Zip _____		Title _____	
Telephone # _____	Fax # _____	Date _____	Tax ID # _____
E-mail _____		Entity Type _____	

CITY OF LEES SUMMIT

REQUEST FOR PROPOSAL 2018-058

The City of Lee's Summit will accept electronically submitted proposals from firms/providers interested in providing the following: **CITIZEN STRATEGIC PLAN-PRELIMINARY PROJECT PLANNING**. Proposals must be received electronically in Public Purchase by 2:00 P.M. Local Time, on Tuesday, February 6, 2018.

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

The cutoff date and time for questions is FRIDAY, JANUARY 26, 2018 at Noon Local Time. All questions should be directed to the Project Manager identified on page one of this document.

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

There will be a pre-proposal conference in the City Council Chambers Conference Room located on the North end of the first floor at City Hall, 220 S.E. Green St. on Tuesday, January 23, 2018, at 2:00 P.M., Local Time. **All interested proposers are encouraged to attend.**

Nick Edwards, Assistant City Manager

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PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit is seeking assistance from qualified and experienced professionals for the purpose of facilitating, coordinating, and developing a citizen based strategic plan.

1.1 Background:

The community has benefited from previous citizen strategic plans in 1999 and again in 2007. The 1999 plan, entitled 'Lee's Summit 21st Century' was developed with assistance from the National Civic League and provided a foundational document that guided the City through its decision making process. The 1999 plan was organized into four key performance areas (KPAs) which included Development, Education & Culture, Health & Safety, and Preservation. The Implementation Committee was chaired by Dr. Robert (Bud) Hertzog and Nancy Blackwell. The 1999 plan had a noticeable and long lasting impact on the community. It's legacy and reputation made it known as the 'bricks and mortar' plan which guided and enabled much needed investment in physical infrastructure.

The 2007 plan, entitled 'Lee's Summit 360° Charting Tomorrow' (LS360), was commissioned by the Mayor and City Council and facilitated by the National Civic League. The plan was developed through collaboration with 163 stakeholders and many more citizens from the community. The Implementation Committee was led by Jon Ellis and Vicky Cundiff. The 2007 plan had six KPAs which included Education, Economic Development, Health & Human Services, Local Government, Quality of Life, and Transportation. The 2007 plan was essential to the growth and maturity of the community. To this day, the City's robust network of Boards, Commissions, and Task Forces, still carry and have implemented the citizens goals which is seen in policies, processes, procedures, and initiatives.

The Lee's Summit community has very much embraced strategic planning and engagement. We believe this to be a strength of the community and a distinguishable trait that differentiates Lee's Summit from the pack.

The City has formed a project team to continue these efforts with the goal of developing a strategic plan for future success. The project team includes Jon Ellis, LS360 co-chair, Vicky Cundiff, LS360 co-chair, Mayor Pro Tem Rob Binney, Councilmember Diane Seif, City Manager Stephen Arbo, and other city staff.

1.2 Project Description:

The City of Lee's Summit is seeking assistance from qualified and experienced professionals for the purpose of facilitating, coordinating, and developing a citizen based strategic plan.

The desired outcome is to have a strategic plan that is built using citizen input. Additionally, rather than having a plan that identifies goals broadly, the desire is to have a plan that identifies goals and incorporates S.M.A.R.T methodology or a similar business goal setting methodology. Following the identification of goals, mission, and a vision for the community, the goals should be prioritized to maximize and leverage available City resources. Additionally, so that work can begin as quickly as possible, the desire is to finish the strategic planning process within three to four months following the notice to proceed.

To develop the strategic plan, the project team is looking for a blend of involvement and collaborative approaches that will engage those community members that typically are not engaged in civic or community dialogue. Such approaches should include, for example, workshops, citizen polling, consensus building, participatory decision making, focus groups, "coffee shop" gatherings, personal interviews, youth, church group or other target group outreach activities, opinion surveys, mailings, media coverage, city wide newsletter, interactive use of websites, social media, town hall meetings, and other forms of public discussion. The project team requests considerable effort to be given towards gathering input through social media, websites, or other technology platforms.

The consultant(s) will be asked to provide a 'full service' approach that would include tasks associated with project management, facilitation, communication, and development of the strategic plan. It is expected, with minimal assistance from city staff, that the consultant(s) prepare a project plan, develop agendas, record meeting minutes, respond to inquiries from the public, prepare frequent communication items, facilitate meetings, prepare reports, follow up on action items, and make regular presentations to the elected officials.

Consultants are encouraged to submit a core proposal that addresses the Scope of Work defined with this Request for Proposals. Consultants may also propose additive alternatives to the Scope of Work that they believe would significantly improve the project's outcomes. In addition, the City is looking for cost saving measures throughout the process. Consultants are encouraged to submit suggestions for cost savings and other ways of promoting cost-efficiency, and to highlight any tradeoffs inherent in the suggested alternatives.

The City recognizes that our needs in this project may require the services of experts with specific skills or from various disciplines. To that end we anticipate possible partnerships among consultants. It is important that a lead consultant be identified and all participating consultants and team members be identified in the consultant proposal.

2.0 SCOPE OF SERVICES:

The project team requests the following services and assistance:

Phase I: Preparation

- Develop a preliminary plan with customized strategies that will be effective within the political and social environment of the community;
- Prepare a project plan that outlines in detail the project approach, planning process, tasks, milestones, timelines, resource needs, roles, and responsibilities. The project plan should be presented to the project team and then ultimately to the Mayor and City Council for review and approval;
- Perform a strength, weaknesses, opportunities, or threats (SWOT) analysis, or similar analysis of the organization's and community's capacity to develop and implement a strategic plan;
- Develop an Outreach Plan: Develop a plan to engage, involve and collaborate directly with the public, including youth and other community stakeholders throughout the entire process. This would include innovative or other effective ways to engage community members that do not normally participate with an emphasis on the usage of web based engagement;
- Develop a Communications Plan: The Communication Plan should link with the public outreach and project outcomes and involve key players through the entire process. This would include marketing and other methods of publicity, media relations and creating key messages to increase recognition, build credibility and deepen understanding of the process, its objectives and outcomes within the community. Such approaches would include use of media to deliver information to a diverse community in a variety of ways.

Phase II: Development

- Project Management: Produce and develop the final products and accomplish the project objectives and outcomes with close interaction with City staff and the steering committee. Attend steering committee meetings, develop materials, make presentations and produce reports and other documents of key activities and findings. Develop and make presentations to appointed and elected officials and a wide variety of community groups. Design, manage and implement public involvement and outreach strategies and revise these if necessary to meet project objectives and achieve outcomes. Attend a variety of community events. Work with City staff, steering committee and other stakeholders to develop key messages, implement media-related strategies and refine or reframe those if necessary. Advise City staff, decision-makers and other key players regarding media relations and other key activities. Provide other consulting services relating to the Scope of Work as meeting facilitation and management, technical analysis, synthesizing information and project management;
- Project Support: The consultant(s) should perform tasks including but not limited to facilitation, communication, and customer service. It is expected that the consultant prepare meeting agendas, record meeting minutes, schedule meetings, respond to public inquiries, follow up on action items from planning meetings, and provide frequent and ongoing status updates to the project team, Mayor and City Council, and public.
- Develop an Implementation Plan: Following the development of the strategic plan and the identification of goals, the consultant should assist in the prioritization of goals using a recommended method that has the support of the Mayor and City Council. Additionally, the final goals should be written in such a manner that they are "SMART" goals or follow a similar business goal setting methodology.

Phase III: Delivery

- Preparation of Final Documents: The final report should include the strategic plan, a detailed discussion of the means, methods, and processes used in its preparation. The final report should also include the implementation plan as an appendix or attachment to the final report.

- Identification of Performance Measures and Progress Tracking: The consultant should identify all relevant and pertinent performance measures to track the impact and progress of the strategic plan. The consultant should develop a system, tool, or method in which progress towards implementation can be measured and reported.

Other:

- Consultant will work with the project team to provide regular status updates related to the processes and procedures that can be shared with the Mayor, City Council, and community.
- Consultant will prepare written report of recommendations, including discussion of methods, techniques, and data used to develop the preliminary plan. A total of twenty (20) paper copies and one (1) electronic submission will be required of the final report and supporting documents.

3.0 CITY PROVIDED SERVICES:

N/A

4.0 TIMELINE:

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

Post RFP Notification	TUESDAY, JANUARY 16, 2018
Pre-proposal Conference	TUESDAY, JANUARY 23, 2018 @ 2:00 P.M., Local Time, City Council Chambers Conference Room
Question Cutoff date	FRIDAY, JANUARY 26, 2018 @ Noon, Local Time
Receive Proposals electronically in Public Purchase	TUESDAY, FEBRUARY 6, 2018 @ 2:00 P.M., Local Time
Meet to review	week of FEBRUARY 12, 2018
Interviews (if applicable)	week of FEBRUARY 19, 2018
Finance & Budget Committee	MONDAY, MARCH 5, 2018
City Council	THURSDAY, MARCH 22, 2018
City Council (Second Reading if necessary)	THURSDAY, APRIL 12, 2018
Notice to Proceed	EITHER MONDAY, APRIL 16 OR MONDAY, APRIL 23, 2018

4.2 Timeline for project: The City has developed the following general timeline: The City will work with the selected consultant to develop an appropriate timeline for the tasks associated with the scope of services. However, it is expected that the consultant finish the scope of work within three or four months following the notice to proceed.

PART II
INSTRUCTIONS TO RESPONDENTS

1.0 MINIMUM QUALIFICATIONS

Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities.

2.0 SELECTION PROCESS:

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

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

The Project Manager checks references once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.

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

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

4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP: Submittals must be uploaded into Public Purchase e-bidding system prior to the opening date of TUESDAY, FEBRUARY 6, 2018 at 2:00 P.M., Local Time. The cutoff date and time for questions is FRIDAY, JANUARY 26, 2018 at Noon Local Time. All questions should be directed to the Project Manager identified on page one of this document. The proposal **must** be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. Form No. 2 – Key Outside Consultants (sub-consultants)
- g. Form No. 3 – Experience/References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities. Include company name, address, persons to agreement, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.
- h. Form No. 4 – Key personnel that will be assigned to the City's project for lead consultant firm(s) and sub-consultant firms. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.
- i. Form No. 5 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.
- j. Cost. Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, etc. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.
Form No. 6A: Fee Schedule
Form No. 6B: Service Related Direct Expenses
Form No. 6C: Total Cost
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

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

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

- 6.1 Elected or appointed officials or employees of the **City of Lee's Summit** or any political subdivision thereof, serving in an executive or administrative capacity, **must comply with sections 105.452 and 105.454, RSMo**, regarding conflict of interest.
- 6.2 The Service Provider/Service Provider hereby covenants that at the time of solicitation submittal the Service Provider/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider/Service Provider further agrees that during the term of the contract/agreement neither the Service Provider/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

7.0 DEBARMENT AND SUSPENSION STATUS:

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

8.0 INVOICING AND PAYMENTS:

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

9.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

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

YES _____ NO _____

INITIALS: _____

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

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

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

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

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

12.1 To be provided with proposal submittal:

- **Proposer shall complete the proposal document in its entirety. To be considered complete and responsive, Proposer must submit all Pages of this RFP document (proposers should keep a copy of submitted proposal)**
- Form No. 1: Provider Profile
- Form No.2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: Fee Schedule
- Form No. 6B: Service Related Direct Expenses
- Form No. 6C: Total Cost

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

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

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

SAMPLE SERVICE AGREEMENT
FOR _____

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

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

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

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

1. **City employs Service Provider to perform the services hereinafter set forth.**
2. **Services.** The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. _____ (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. **Amount Not To Exceed.** It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of _____ Dollars (\$_____). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

OR

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

Authorized Signatures from both Successful Firm and City

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

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

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

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

County of _____)
) ss.
State of _____)

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

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

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

SEAL

ENCLOSURE I
PROPOSAL RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

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

Ranked By: _____

TOTAL POINTS
 (100) _____

ENCLOSURE II
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

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

Ranked By: _____

TOTAL POINTS _____
(100)

ENCLOSURE III
TABLE OF CONTENTS

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

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

FORM NO. 1: PROVIDER PROFILE

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

1a. Provider /Firm is: ___ National ___ Regional ___ Local

1b. Year Provider/Firm Established:

Years of Experience providing RFP identified services/project for municipalities:

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

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

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

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together? ___ Yes ___ No

FORM NO. 2: KEY OUTSIDE CONSULTANTS

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

SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Citizen Strategic Plan-Preliminary Project Planning: _____

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

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing Citizen Strategic Plan-Preliminary Project Planning: _____
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing Citizen Strategic Plan-Preliminary Project Planning: _____
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

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

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

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

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

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

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

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years Experience:
With this service provider/firm ____ other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: PROJECT APPROACH NARRATIVE

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

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

Company Name

Address

City/State/Zip

Telephone #

Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:

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

PERSONNEL
CLASSIFICATION

TYPICAL WORK TASKS

HOURLY BILLING RATES

Company Name

Address

City/State/Zip

Telephone #

Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:

FORM NO. 6B:
 SERVICE RELATED DIRECT EXPENSES

ITEM	UNIT COST

Company Name	
Address	
City/State/Zip	
Telephone #	Fax #
Tax ID No.	

Authorized Person (Print)
Signature
Title
Date
Entity Type:

FORM NO. 6C: TOTAL COST

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

TOTAL COST \$ _____
Numeric

Use words, Dollars/Cents

Company Name

Address

City/State/Zip

Telephone # Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:

CITY OF LEE'S SUMMIT
ADMINISTRATION DEPARTMENT
 220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
 Phone: 816-969-1015 Fax: 816-969-1515
 Email: nedwards@cityofls.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2018-058

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

CITIZEN STRATEGIC PLAN-PRELIMINARY PROJECT PLANNING
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE CLOSING DATE OF TUESDAY, FEBRUARY 6, 2018, 2:00 P.M. LOCAL TIME


A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR TUESDAY, JANUARY 23, 2018 AT 2:00 P.M. LOCAL TIME IN THE CITY COUNCIL CHAMBERS CONFERENCE ROOM LOCATED ON THE NORTH END OF THE FIRST FLOOR OF CITY HALL

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

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

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

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

<u>The Novak Consulting Group</u>	<u>Julia D. Novak</u>	
Company Name	Authorized Person (Print)	
<u>26 E. Hollister Street</u>		
Address	Signature	
<u>Cincinnati, OH 45219</u>	President	
City/State/Zip	Title	
<u>513-221-0500</u> <u>513-221-3100</u>	<u>2/5/2018</u>	<u>26-3977506</u>
Telephone # Fax #	Date	Tax ID #
<u>jnovak@thenovakconsulting</u>	<u>S corp</u>	
E-mail	Entity Type	

ENCLOSURE III
TABLE OF CONTENTS

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

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page <u>5</u> - <u>10</u>
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page <u>11</u> - <u>15</u>
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page <u>16</u> - <u>23</u>
J.	COST: Forms provided (6A, 6B and 6C)	Page <u>24-26</u>
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page <u>27</u>
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page <u>28</u>

City of Lee's Summit

Citizen Strategic Plan-Preliminary Project Planning

February 7, 2018





February 7, 2018

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

Dear Mr. Calia:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local governments and nonprofit organizations across the country. The firm was originally established as Public Management Partners in 2001, a firm specializing in local government consulting in the Midwest. Since then, we have been providing our clients with the best thinking and execution in organizational design, development, and improvement. We are headquartered in Cincinnati, Ohio and are staffed with nine full-time and six part-time employees.

We are pleased to submit this proposal to the City of Lee's Summit for development of a Citizen Strategic Plan. This proposal is based on our understanding of the needs for this engagement as outlined in the City's Request for Proposals, as well as our experience facilitating strategic planning processes for local governments across the country.

We have had significant success working with community members, elected officials, department leadership teams, and staff to identify priorities for a community and achieve consensus. We are also skilled in developing effective implementation models that ensure the goals developed for the strategic plan are measurable and actually achieved. We are confident our approach will provide the City with the direction it seeks for the community and the organization.

We look forward to the opportunity to serve Lee's Summit. As President of the firm, I attest to this proposal's accuracy and our firm's ability to provide the services outlined in this proposal. Please contact me at (513) 309-0444 or jnovak@thenovakconsultinggroup.com should you have any questions.

Sincerely,

Julia D. Novak
President

RFP NUMBER 2018-058
ADDENDUM NO. 1

The original Request for Proposal for **Citizen Strategic Plan-Preliminary Project Planning** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

PRE-PROPOSAL CONFERENCE

DATE and TIME: Tuesday, January 23, 2018 at 2:00 P.M. Local Time (CST)

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

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

The original Request for Proposal **for Citizen Strategic Plan-Preliminary Project Planning** had an original closing date and time of Tuesday February 6, 2018 at 2:00 PM, Local Time. **The closing date has been extended until Wednesday, February 7, 2018 at 2:00 PM Local Time.**

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

RFP DOCUMENTS AND TECHNICAL SPECIFICATIONS:

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

S1. The following is the contact information for the project manager: Mr. Nick Edwards, Assistant City Manager, email: nick.edwards@cityofls.net Phone: (816) 969-1015. All questions are to be directed to Mr. Edwards via email. The cutoff date and time for questions is Friday, January 26, 2018 at Noon, Local Time.

Q1. Are the following experience requirements of having ten (10) years of experience and twenty (20) similar strategic plans firm? Our company itself is only four (4) years old, but the owner is very experienced. Will the four (4) years of the company's existence exclude us from competing or being awarded?

A1. City will not exclude any person or firm from submitting a proposal. However, Form No. 3-Experience/References of this request for proposal is part of the evaluation process and are worth a potential thirty (30) points out of a maximum one hundred (100) total points.

Q2. Business license requirement?

A2. Refer to section PART II-INSTRUCTIONS TO RESPONDENTS, subsection 10 located on page 9 of the RFP.

If in performance of the scope of work the awarded firm shall conduct any part of said work on premises located within the City limits of Lee's Summit, and the scope of work is not limited to: "only delivering products or equipment", a business license shall be required.

S2. Item 5. Cost identified in ENCLOSURE I PROPOSAL RANKING SCORE SHEET and ENCLOSURE II INTERVIEW RANKING SCORE SHEET currently reads as follows (FORM 6A, B, C, D) shall now read as (FORM 6A, 6B and 6C).

Q3. What is the budget for the project?

A3. The budget will be based on the responses and upon approval by the Council and Mayor.

Addendum Number 1

Page 1 of 4

Q4. What is driving the schedule?

A4. City hopes to make an award post the City's April election. The City expects to have an intense focused effort to implement four months post issuance of a notice to proceed.

Q5. Is the City looking for a similar process as was utilized previously?

A5. City recommends the following:

1. The City encourages respondents to read the LS 360 plan located at http://www.cityofls.net/Portals/0/Files/main/Publications/FinalLS360Report080609_v1.pdf
2. Recommends a prioritized strategic plan rather than casting a broad net.
3. Focus on Key Performance Issues.
4. Establish obtainable (SMART) goals model.
 - 4.1 Ability to prioritize identified goals.
 - 4.2 Establish partnership with Consultant.

Q6. Who are the steering committee members?

A6. A steering committee has not been formed yet.

Q7. How do you see this plan fitting in with the current most recent plan?

A7. City will look to the awarded respondent to work with the City and identified team members to develop the plan.

Q8. Do you foresee elected officials and City staff involved in the selection?

A8. An evaluation committee made up of City staff has been identified to evaluate proposal submittals.

Q9. Do you already have a performance mechanism currently in place to gather or report performance measures?

A9. City currently has data and reports but not a performance mechanism.

Q10. What would a successful project plan look like?

A10. That will be determined via the negotiation phase.

Q11. Do you foresee citizen input as previously utilized for the LS 360 plan?

A11. City will work with awarded respondent to develop the best methodology to facilitate participation by the identified City participants.

Q. Do you have any upcoming citizen surveys?

A. Not at this time.

Q12. How many seats are available in the upcoming elections?

A12. Four (4) council members and the Mayor.

Q13. If we have more information that will not fit on the provided forms, how do we submit response(s)?

A13. Utilize the documents/forms provided when possible by utilizing PDF writer or identifying on the corresponding form(s) "**see additional information". Identify the additional correspondence with the relative RFP section or Form and submit all documents in accordance with stipulated in PART II INSTRUCTIONS TO RESPONDENTS, subsection 4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP.

Q14. What engagement strategies does the City currently use to gather resident input?

A14. The City has not defined an engagement strategy however we do make use of social media tools such as Facebook and Twitter. Additionally, the City utilizes a website which has a 'contact us' feature to receive web comments. The City has purchased a web based citizen engagement tool developed by Granicus. The tool has never been used but may provide a resource opportunity for this project. The engagement tool can be found by visiting the following web link : <http://www.engagels.net> The consultant would be expected to manage the site and its content for the duration of the project. User manuals or tutorial may be available through Granicus.

Q15. How many meetings should non-local consultants' budget to travel for?

A15. As outlined in the scope, the City is only requiring 2 onsite meetings which are to discuss the review the project approach and then present the final report. However, it is expected that the consultant will need more time onsite to facilitate meetings, workshops, personal interviews, town hall meetings, or “coffee shop” gatherings. Aside from the two onsite meetings, the consultant will need to determine the amount of onsite meeting time necessary to be successful and document those times as a part of their proposal and project approach. Also see Q30.

Q16. What assistance does city staff plan to provide? That is, can they help with reserving space for public workshops, other local logistics?

A16. City staff will be available to provide occasional but limited logistical support. This would include scheduling meeting space and providing work space for the consultant.

Q17. Who attended the preproposal conference?

A17. City Staff: Ben Calia, Procurement and Contract Services Manager and Nick Edwards, Assistant City Manager-Project Manager. Participants: Doug Cooper-Cooper Management, Jennifer Reichelt-The NOVAK Consulting Group, Cathy Pierce-Webster Global Site Selectors, Jan Goldstein Management Partners, Sarah Litscomb-National Civic League, Georgia Nesselrod-Mid-America Regional Council and Sheila Shockey-Shockey Consulting Services.

Q18. Can notes from the pre-proposal be posted?

A18. Notes were hand written and will not be made available. Questions that were posed have been addressed in this addendum.

Q19. What is the not-to-exceed project budget?

A19. See question and answer 3 above.

Q20. Has a calendar of meetings of the steering committee been developed, if so, when are the meetings scheduled?

A20. Not at this time.

Q21. Does an Acord Insurance need to be submitted with the proposal or only if selected and entering into contract negotiations?

A21. See SECTION 12.2, bullet 2 or Section 12.0 COMPLIANCE located on page 9 of the RFP document.

Q22. Is there an editable document for the forms that could be made available to respondents?

A22. See Q and A 13 above.

Q23. To confirm, are K. Affidavit, Work Authorization and L. E-verify Program’s MOU Electronic Signature Page not required with the submittal? Should we indicate N/A in the provided table of contents for (page 14, enclosure III)?

A23. The following is located on page 2 of the RFP: For any service agreement greater than \$5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

If the service agreement exceeds \$5,000 both the Work Authorization Affidavit and E-Verify requirements stipulated on page 11 of the RFP, subsection 14.0, of PART II INSTRUCTIONS TO RESPONDENTS should be included with your proposal and per subsection 12.0 COMPLIANCE, paragraph 12.2 are “To be provided prior to the issuance of an agreement”.

Q24. Which consultant was utilized to facilitate the 2007 planning process for LS360? What was the total amount of the contract for services?

A24. The National Civic League was utilized for the LS360 Strategic Planning Process. The total amount of the contract was \$35,802.50

Q25. Does work with local and regional economic development and workforce development organizations count toward strategic planning experience outlined in minimum qualifications?

A25. No

Q26. When does the strategic plan need to be completed?

A26. If possible, the City requests that the development of the strategic plan occur within 3-4 months after the notice to proceed is issued to the awarded proposer.

Q27. What is the funding source for the project?

A27. The City of Lee's Summit.

Q28. Has the City completed any recent surveys of residents? If so, when?

A28. The most recent citizens' survey was completed in 2013. A copy of the report is available on the City's website under the 'Publications and Reports' menu. Go to <http://www.cityoflis.net/City-of-Lees-Summit/Submenu/Publications-and-Reports>

Q29. Has the City completed any recent surveys of companies based in the City?

A29. Not regarding strategic planning for local government.

Q30. Regarding the scope requirement to "Attend a variety of community events", is there a set number or type of events that is expected? Who identifies which ones should be attended?

A30. The City requests that the consultants assume there could be a minimum of 5 "community events" for the purpose of developing a project approach and cost estimate. Once awarded, the City and Consultant could identify together those meetings that qualify for "community events".

ACKNOWLEDGEMENT

Each proposer shall acknowledge receipt of this Addendum No. 1 of RFP No. 2018-058, titled Citizen Strategic Plan-Preliminary Project Planning by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal.

CERTIFICATION BY BIDDER:

SIGNATURE *J. J. Novak*

TITLE President

COMPANY The Novak Consulting Group

DATE 2/6/2018

FORM NO. 1: PROVIDER PROFILE

The Novak Consulting Group
26 E. Hollister Street, Cincinnati, OH 45219

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

1a. Provider /Firm is: National ___ Regional ___ Local

1b. Year Provider/Firm Established: 2009

Years of Experience providing RFP identified services/project for municipalities: 9 years

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

Michelle Ferguson
828-777-6588

1d. Principal contact information: Name, title, telephone number and email address: mferguson@thenovakconsultinggroup.com

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

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: Michelle Ferguson, Organizational Assessment Practice Leader; Julie Geiseke, Visual Facilitator; Jenn Reichelt, Associate; Haley Kadish, Analyst; Josh Rauch, Analyst

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: Bang the Table, online public engagement website/software (no key personnel)

3a. Has this Joint Veniure previously worked together? Yes No

FORM NO. 2: KEY OUTSIDE CONSULTANTS

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

SUB-CONSULTANT #1

Name & Address

Bang the Table, 1320 Pearl Street, Suite 110, Boulder, CO 80302

Specialty/Role with this Project: **Online public engagement website/software (no key personnel)**

Worked with Lead Firm Before: Yes No

Year Firm Established: **2006**

Years of Experience providing Citizen Strategic Plan-Preliminary Project Planning: 12

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

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes No

Year Firm Established:

- Years of Experience providing Citizen Strategic Plan-Preliminary Project Planning: _____
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes No

Year Firm Established:

- Years of Experience providing Citizen Strategic Plan-Preliminary Project Planning: _____
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Ferndale, Michigan**

Completion Date (Actual or Estimated): **2017**

Project Owners Name & Address: **City of Ferndale 300 East Nine Mile Road Ferndale, Michigan 48220**

Project Owner's Contact Person, Title & Telephone Number: **April Lynch, City Manager; 248-546-2399 alynch@ferndalemi.gov**

Estimated Cost (in Thousands) for Entire Project: \$ **47,800.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **47,800.00**

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

Strategic Planning

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

Ferndale, Michigan engaged The Novak Consulting Group to develop the City's strategic plan. The process began with the development of an environmental scan and included sessions with the governing body and City's management team to create a vision, critical success factors, mission, and organizational values. The Novak Consulting Group then worked with staff to develop outcome measures for each of the critical success factors in order for the organization and the community to track progress on achieving the vision.

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

Michelle Ferguson and Haley Kadish

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Lawrence, Kansas**

Completion Date (Actual or Estimated): **2017**

Project Owners Name & Address: **City of Lawrence, 6 E. 6th Street, Lawrence, KS 66044**

Project Owner's Contact Person, Title & Telephone Number: **Dianne Stoddard, Assistant City Manager 785-832-3400**
dstoddard@lawrenceks.org

Estimated Cost (in Thousands) for Entire Project: \$ **43,600.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **43,600.00**

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

Strategic Planning

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

Lawrence, Kansas engaged The Novak Consulting Group to conduct the City's strategic planning process. The engagement included two retreats with the City Commission, several sessions and focus groups with City staff, and two community engagement forums based on the World Café™ model. The input process was summarized and documented for the Commission's use in development of the City's vision, critical success factors, and key initiatives.

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

Michelle Ferguson, Haley Kadish

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Midland, County of Midland, Midland Community Foundation**

Completion Date (Actual or Estimated): **2015**

Project Owners Name & Address: **Midland County, Michigan; County Services Building, 220 W. Ellsworth Street, Midland, MI 48640**

Project Owner's Contact Person, Title & Telephone Number: **Bridgette Gransden, County Administrator, 989-832-6797
BGransden@co.midland.mi.us**

Estimated Cost (in Thousands) for Entire Project: \$ **107,500.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **107,500.00**

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

Strategic Planning

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

Midland, Michigan engaged The Novak Consulting Group to conduct a community based strategic planning process. The engagement involved use of a Search Conference, which included involvement of over 100 community members who gathered to articulate the vision and key performance areas for the community, along with critical initiatives and action plans.

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

Michelle Ferguson, Haley Kadish

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Clayton, Missouri**

Completion Date (Actual or Estimated): **2012**

Project Owners Name & Address: **City of Clayton 10 N. Bemiston Clayton, MO 63105**

Project Owner's Contact Person, Title & Telephone Number: **Craig Owens, City Manager, 314-727-0671
cowens@ci.clayton.mo.us**

Estimated Cost (in Thousands) for Entire Project: \$ **92,000.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **92,000.00**

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

Strategic Planning

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

Clayton, Missouri has engaged The Novak Consulting Group annually since 2011 to facilitate retreats with both the governing body (Mayor and Board of Aldermen) and department heads. The retreats improved working relationships, established priorities, and articulated and clarified expectations. Additionally, The Novak Consulting Group assisted the City with a community-wide strategic planning process called "C – The Future." This process included approximately 60 stakeholders who participated in articulating the future vision and determining action steps to achieve the vision. The environmental scan was informed from focus groups, community surveys, and individual interviews with local leaders. Others participated using MindMixer technologies on a site that became known as "Clayton Connects."

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

Michelle Ferguson

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **City of Raleigh, North Carolina**

Completion Date (Actual or Estimated): **2015**

Project Owners Name & Address: **City of Raleigh 222 W. Hargett St. Raleigh, NC 27601**

Project Owner's Contact Person, Title & Telephone Number: **Tansy Hayward, Assistant City Manager 919-996-4650
Tansy.Hayward@raleighnc.gov**

Estimated Cost (in Thousands) for Entire Project: \$ **74,995.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **74,995.00**

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

Strategic Planning

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

Raleigh, North Carolina has engaged The Novak Consulting Group for various services since 2014. This has included annual facilitation of the City Council's retreat, as well as annual facilitation of the Management Team's retreat. Additionally, The Novak Consulting Group has facilitated planning sessions with various staff groups and the Budget and Management Services Department.

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

Michelle Ferguson, Haley Kadish

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past ten (10) years that shall be assigned to the City's project. Respondents should be able to demonstrate experience in developing a minimum of twenty (20) similar strategic plans for municipalities, school districts, colleges, or universities. Respondents should have a minimum of ten (10) years of experience serving local government entities:

Project Name & Location: **Town of Yountville, California**

Completion Date (Actual or Estimated): **2017**

Project Owners Name & Address: **Town of Yountville 6550 Yount Street Yountville, CA 94599**

Project Owner's Contact Person, Title & Telephone Number: **Steve Rogers, Town Manager 707-944-8851 SRogers@yville.com**

Estimated Cost (in Thousands) for Entire Project: \$ **37,500.00**

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ **37,500.00**

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

Strategic Planning

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

Yountville, California engaged The Novak Consulting Group to facilitate a strategic planning process that involved the Town Council, staff, and the community. The Council established the vision, key focus areas, and strategic initiatives for the community with direct input from residents, businesses, and other Town stakeholders. Town staff developed a corresponding mission and organizational values to guide the organization as it supports implementation of the new strategic plan.

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

Michelle Ferguson, Julie Gieseke, Haley Kadish

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: **Michelle Ferguson, Organizational Assessment Practice Leader**
- b. Project Assignment: **Project Manager and Lead Facilitator**
- c. Name of Service Provider/Firm with which associated: **The Novak Consulting Group**
- d. Years Experience: **22**
With this service provider/firm **9** other service providers/firms **13**
- e. Education: Degree(s)/Year/Specialization: **Bachelor's degree in political science, Loyola University-Chicago; master's degree in public administration from the University of Kansas.**
- f. Current Registration(s): **N/A**
- g. Other Experience & Qualifications relevant to the proposed project:

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

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

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

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

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

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

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

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Julie Gieseke, Visual Facilitator
- b. Project Assignment: Visual Facilitator
- c. Name of Service Provider/Firm with which associated: The Novak Consulting Group
- d. Years Experience: 10+
With this service provider/firm 1 other service providers/firms 9+
- e. Education: Degree(s)/Year/Specialization: University; Bachelor of Arts in Film and Video Production/Theater Arts, UC Santa Cruz
Master of Arts in Organizational Development and Management, Fielding Graduate
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:

Julie collaborates on projects utilizing the tools of group process and design such as Visual Facilitation, Creative Engagement, and storytelling to bring strategy and tactics into clear focus. In addition, she incorporates change methodologies such as Appreciative Inquiry, Positive Psychology, Strengths Finder, and Neurolinguistics. She works with clients from the initial stages of concept and challenge to design processes that facilitate change and sustain growth. Her clients include corporations, non-profits, and higher education, in addition to one-on-one consultations.

Julie developed her group process design through a broad range of experience. She received her Master's degree in Organizational Development and Management from Fielding Graduate University, is certified as a professional coach through The Coaches Training Institute and is a certified Master Practitioner of Neurolinguistics. Julie also received professional training through the Grove Consultants International, and mentoring by leaders in the fields of Visual Facilitation, facilitation, organizational development, coaching, storytelling, and performance. The result is a wide range of exposure to various approaches that culminates in a unique style that is customizable to achieve effective solutions for organizations and individuals. She is the author of the soon-to-be-published book Unconditional Creativity.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Jenn Reichelt, Associate
- b. Project Assignment: Consultant and Facilitator
- c. Name of Service Provider/Firm with which associated: The Novak Consulting Group
- d. Years Experience: 18
With this service provider/firm 2 other service providers/firms 16
Bachelor's degree in business administration and a master's degree in public
- e. Education: Degree(s)/Year/Specialization: administration from Northern Arizona University
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:

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

Jenn joined The Novak Consultant Group in June 2016, bringing in-depth knowledge of marketing, branding, and communications. She has served as a public information officer and has a strong background in community engagement, public outreach, and media relations, as well as crisis and emergency management. She is skilled at working with diverse stakeholders and building consensus.

In addition, Jenn has extensive experience in human resources management, employee relations, and labor management, including collective bargaining, mediation, fact-finding, and arbitration processes. Throughout her career, Jenn has coordinated the development of successful citizen outreach and communication plans for departments as well as larger community-wide initiatives. Some of the larger projects she has worked on include the 2010 Census, a capital improvement bond election, a public safety sales tax election, and construction and transportation projects.

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

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

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

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Josh Rauch, Analyst
- b. Project Assignment: Analyst and Facilitation support
- c. Name of Service Provider/Firm with which associated: **The Novak Consulting Group**
- d. Years Experience: **8**
With this service provider/firm 2 other service providers/firms 6
Bachelor's degree from the University of Dayton and a master's degree in public
- e. Education: Degree(s)/Year/Specialization: administration from the University of Kansas
- f. Current Registration(s): **N/A**
- g. Other Experience & Qualifications relevant to the proposed project:

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

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

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

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

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

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Haley Kadish, Analyst
- b. Project Assignment: Analyst and facilitation support
- c. Name of Service Provider/Firm with which associated: The Novak Consulting Group
- d. Years Experience: 7
With this service provider/firm 4 other service providers/firms 3
- e. Education: Degree(s)/Year/Specialization: Bachelor's degree in business administration from University of Texas at Austin and a master's degree in public administration from Ohio State University
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:

Haley has seven years of government and consulting experience that inform her work as an analyst. She provides our project teams with a variety of staffing and operations analyses, including workload and scheduling evaluations as well as staffing assessments. She also researches best practices and develops performance measures at the department, organizational, and community level.

Prior to joining The Novak Consulting Group, Haley served as an ICMA Local Government Management Fellow in Catawba County, North Carolina. As a Fellow, she improved the talent recruitment and selection process and developed departmental performance measures. She also assisted in the development and implementation of a community food sustainability plan and improved operations by researching and analyzing options for special projects throughout the County.

Haley started her career in the private sector as a virtual solutions subject matter expert for Procter & Gamble. During her tenure, she led a global team and launched and managed virtual consumer research services in multiple product categories.

While in graduate school at The Ohio State University, Haley served the Franklin County, Ohio Child Support Enforcement Agency as a program analysis intern. She also served as a public affairs intern for the U.S. State Department in Zambia.

Haley earned a bachelor's degree in business administration from University of Texas at Austin and a master's degree in public administration from Ohio State University. She is a member of the International City/County Management Association as well as the City of Albuquerque's Metropolitan Parks and Recreation Advisory Board. Haley is an accomplished artist whose design skills complement her analytic and technical ability.

FORM NO. 5: PROJECT APPROACH NARRATIVE

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

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

See following pages.

The Novak Consulting Group

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 Authorized Person (Print)
J. D. Novak

 Signature
 President

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 2/5/2018

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FORM NO. 5: PROJECT APPROACH NARRATIVE

At its best, strategic planning engages individuals and strengthens a sense of community that undergirds strong civic engagement. Tapping individuals who are content, and even perhaps apathetic, creates new leaders for the future and energizes people in a positive way toward their local government. At The Novak Consulting Group, we believe that communities function best when there is engagement during good times, not just when people oppose something. By creating constructive dialogue, the community is much more likely to react productively and civilly when something occurs that might otherwise bring out nonproductive forms of engagement.

The Novak Consulting Group understands the unique roles of each stakeholder. Each participant in this process comes to this engagement with a different perspective and, perhaps, conflicting priorities. Each of these viewpoints is important and valuable. It is our responsibility to work in partnership with the City to synthesize this information and facilitate a process that:

- Honors and respects the diversity of opinions of participants;
- Promotes group communication and collaboration through inclusivity and community building; and
- Provides useful information and direction for decision making and priority setting.

Effective and efficient project management will be critical for ensuring successful completion of this engagement. Therefore, our approach is to work collaboratively with the City to ensure all expectations are articulated from the start. We remain in close contact with our clients throughout all phases of each engagement to ensure these expectations are met. This also allows us to quickly address any contingencies that may arise. Our experience with similar work enables The Novak Consulting Group to hit the ground running.

The Novak Consulting Group is interested, capable, and excited to help the City of Lee's Summit develop its community strategic plan. We have provided a scope of work that will result in a valuable tool that will serve as a guide for the future and assist in the realization of a shared vision.

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FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

A visioning or strategic planning process involves articulating a clear vision and mission for the community, preparing an environmental scan that identifies the factors affecting the community, establishing goals, identifying priority strategies, and creating implementation plans that become the focus of activity and engagement long after the process itself has finished. The process of developing a strategic plan explores three specific questions:

- What do we know to be true? – Where are we today?
- What do we hope will be true in the future? – Where do we want to go?
- What must go well in order to make it so? – How do we get there?

In this way, a strategic plan is a roadmap to move a community toward its intended vision.

The following outlines our approach to answering the three key questions in the development of a strategic plan for the City of Lee's Summit.

Activity 1: Project Kick-off and Management

A successful strategic planning process will benefit from a collaborative relationship between the consulting team and City from the very beginning of the process. This task is intended to begin building that relationship.

At the start of this engagement, we will request and review all background information, including results of other planning processes and other relevant data. Next, The Novak Consulting Group will meet with the City Manager and Assistant City Manager to gain a clear picture of what the City hopes to accomplish from the strategic planning process. We want to ensure that we have a shared understanding for how to develop the plan. We will review the project plan and finalize the schedule.

Next, The Novak Consulting Group will conduct individual meetings with the Mayor and each member of the City Council. We will learn their perspective about this strategic planning process. As part of these sessions, we will conduct a SWOT (Strengths, Weaknesses, Opportunities, and Threats) exercise and begin identifying emerging priorities. A session will also be conducted with the City's department director team.

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FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Additionally, we will meet with the City's project team to begin engaging them in this process and to review the final schedule and outreach and communications plans. This information will also be presented to the City Council.

We will also conduct regular update meetings with the City and the project team throughout the engagement.

Activity 2: Community Engagement

A community strategic plan is best when touched by as many people as possible. Therefore, the community will be invited to attend a community summit where they can provide input on the strategic plan framework. Our trained facilitators use a variety of techniques to actively engage participants in the input process. We thoroughly prepare for each session and develop an agenda for the group. However, each session is slightly different, based on the participants. Our facilitators know how to "read the group" and determine the best techniques to use to solicit feedback from participants with different styles: some participants will readily voice their ideas, while others may need prompting or perhaps a written exercise to engage. Regardless of the methods, our goal in any facilitated session is create an environment that allows participants to feel comfortable sharing their honest feedback. For this process, we often use the World Café format to actively engage participants and encourage community building.

We will also facilitate a series of focus group sessions with key stakeholders to further engage participants in this process. We will seek their input on SWOT elements, as well as aspects of the community that must be considered as part of the strategic plan.

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FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

We anticipate the community engagement will be both physical – at a designated location in the City – as well as virtual through use of Bang the Table™, a virtual Town Hall that will allow interested stakeholders to provide feedback about the strategic plan online. We will use this tool throughout the project to encourage continual engagement at key points in the process. Feedback will be solicited to inform the strategic plan elements, and then stakeholders can use the online process to comment on the elements of the plan as they are drafted.

We have found that the mix of both in-person and virtual (mobile) meetings allows for greater participation by those individuals in the community who might not typically participate. The online option is approachable and allows community members to engage to the extent they are comfortable, when it is comfortable for them.

The input received during this phase of the process will be summarized for the project team to consider.

Activity 3: Prepare Environmental Scan

To prepare the scan, all the input received from the elected officials, community, project team, and City staff will be summarized. To further inform the scan, The Novak Consulting Group will conduct an online survey of City employees. This allows the organization to provide their perspectives about the strengths, weaknesses, opportunities and threats of the community and organization that should be considered as part of the strategic plan.

To finalize the environmental scan, The Novak Consulting Group will gather existing data about the community such as financial trends, demographic data, statistics about housing, business, jobs, and other relevant information. All information received will be incorporated into the environmental scan, which will be reviewed with the project team prior to finalization.

Activity 4: Develop Strategic Plan Framework

The Novak Consulting Group will facilitate a session with the City's leadership team to develop a draft mission and organization values. This will be an important element of the strategic plan for the Council to consider as part of the larger framework.

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FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Next, The Novak Consulting Group will facilitate a strategic planning retreat with the City Council and project team to articulate a desired future for the community. During the session, the results of the environmental scan will be reviewed and help inform the finalization of the vision, mission, values, and critical success factors. The session will include activities with the entire group as well as small group break-out sessions that will allow everyone to actively participate and engage in the process.

We also have included the use of our graphic facilitator. Visual co-creation allows participants to see their vision for Lee's Summit come to life in graphic form. We have found this process a powerful way to actively engage participants.

Following the session, input on the framework will be sought from the community via the online engagement tool.

Activity 5: Prepare Strategic Plan

Next, The Novak Consulting Group will facilitate a subsequent session with the Council and project team to review the input from the community and finalize the strategic plan. Additionally, the group will spend time articulating and prioritizing goals, as well as laying the groundwork for implementation.

Achievement of the strategic plan will rest on successful implementation. Therefore, The Novak Consulting Group will work with City departments to develop detailed workplans for each goal. These workplans will include key performance indicators for use by the organization as well as the elected officials and community to ensure progress toward achieving the strategic plan's vision.

In several recent engagements, we have worked with Envisio, a company specializing in software for strategic plan tracking. If interested, The Novak Consulting Group can upload Lee's Summit's plan and metrics on the Envisio platform for use in tracking and reporting progress.

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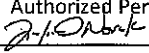
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FORM NO. 5: PROJECT APPROACH NARRATIVE (continued)

Activity 6: Prepare Deliverables

At the conclusion of the above activities, The Novak Consulting Group will prepare a comprehensive deliverable that includes the results of the process. We will review the draft deliverables with the City and project team and make any necessary changes or modifications prior to finalization. The final report will include implementation plans and recommendations for updating the parameters.

We will also work with the City to develop strategies for continual engagement of the community as the strategic plan is implemented and provide deliverables for public presentation.

Timeline

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

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Schedule

**Lee's Summit, Missouri
 Citizen Strategic Plan**

start	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
4/2	4/9	4/16	4/23	4/30	5/7	5/14	5/21	5/28	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6

Activity 1 - Project Kick-off and Management

- 1.1 Conduct project kick-off meeting
- 1.2 Request and review background information
- 1.3 Interview Mayor and Council
- 1.4 Facilitate learning session with Department Directors
- 1.5 Finalize project plan and present to the Project Team and City Council
- 1.6 Develop Outreach Plan
- 1.7 Develop Communications Plan
- 1.8 Finalize project schedule
- 1.9 Provide regular project updates to the City

Activity 2 - Community Engagement

- 2.1 Establish and manage Online platform for use throughout the process
- 2.2 Conduct preliminary community summit during Environmental Scan phase
- 2.3 Conduct stakeholder focus groups (Boards and Commissions, Youth, Business community, etc.)

Activity 3 - Prepare Environmental Scan

- 3.1 Conduct SWOT analysis (integrated from learning in Activity 1)
- 3.2 Research financial, demographic, and other trends
- 3.3 Conduct employee survey
- 3.4 Integrate learning from initial community outreach
- 3.5 Prepare environmental scan
- 3.6 Review environmental scan with project team
- 3.7 Finalize environmental scan

Activity 4 - Develop Strategic Planning Framework

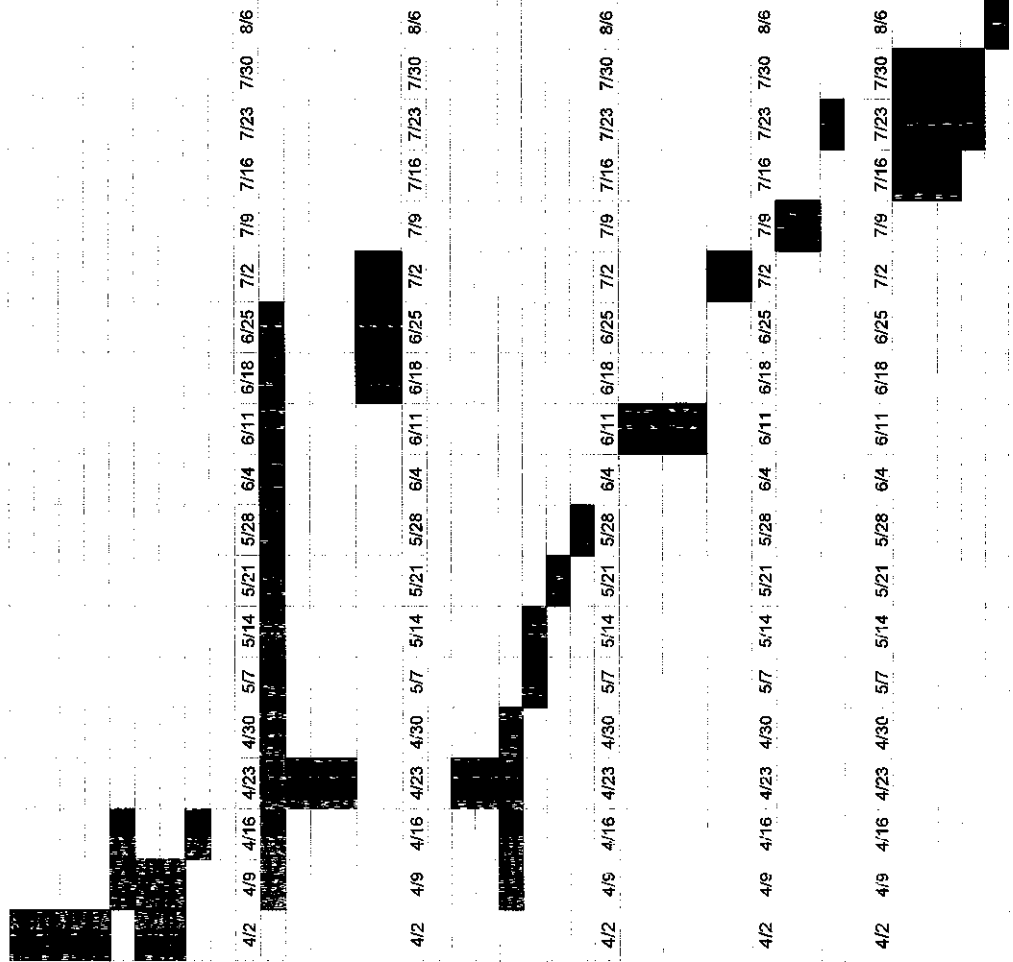
- 4.1 Statements
- 4.2 Facilitate Strategic Planning session with governing body and steering committee (as appropriate)
- 4.3 Summarize community input on strategic planning framework and potential strategic planning initiatives

Activity 5 - Prepare Strategic Plan

- 5.1 Facilitate final strategic planning retreat to finalize the framework, prioritize goals, and lay ground work for implementation
- 5.2 Work with City staff to develop implementation strategies
- 5.3 Support implementation integration with online software if desired (Optional)

Activity 6 - Prepare Project Deliverables

- 6.1 Prepare summary document of strategic planning framework for public and organizational distribution
- 6.2 Prepare report documenting the strategic planning process
- 6.3 Prepare final implementation plans
- 6.4 Present final report and plan as requested by the City



*The Novak Consulting Group
 Strengthening organizations from the inside out.*

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

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

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

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

County of Hamilton)
 State of Ohio) ss.

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

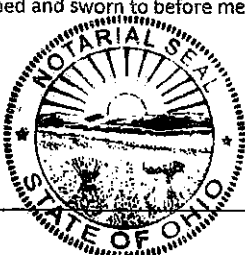
Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Julia D. Novak
 Affiant
 Julia D. Novak
 Printed Name

Subscribed and sworn to before me this Feb day of 6th, 2018.

Zuhall Ayaar
 Notary Public

ZUHALLAYAAR
 Notary Public, State of Ohio
 My Commission Expires 07-19-2022



SEAL

Company ID Number: 781808

Approved by:

Employer The Novak Consulting Group	
Name (Please Type or Print) Julia D Novak	Title
Signature Electronically Signed	Date 05/14/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/14/2014

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

<u>PERSONNEL CLASSIFICATION</u>	<u>TYPICAL WORK TASKS</u>	<u>HOURLY BILLING RATES</u>
Organizational Assessment Practice Leader	- Client contact - Project management and direction - Quality assurance - Lead facilitation - Report writing	\$225
Visual Facilitator	- Facilitation	\$2500/day
Associate	- Facilitation - Report writing	\$165
Analyst	- Facilitation support - Survey development and analysis - Research	\$85

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FORM NO. 6C: TOTAL COST

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

TOTAL COST \$ 84,000 fixed fee
Numeric

eighty-four thousand dollars and no cents, fixed fee
Use words, Dollars/Cents

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PART III
INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

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

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

INDUSTRY RATING.

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000

Policy must include the following conditions:

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

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

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

Limits:

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

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

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

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

GENERAL INSURANCE PROVISIONS

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

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

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

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

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

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

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

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

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

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

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

Revised by BC-11-6-15-Legal Approved-11-11-15



City of Lee's Summit Approach to Strategic Planning Process

Activity 1: Project Kick-off and Management

A successful strategic planning process will benefit from a collaborative relationship between the consulting team and City from the very beginning of the process. These are the key elements of this activity:

- The Mayor and City Council will serve as the **Steering Committee** for this process. Therefore, The Novak Consulting Group will conduct individual meetings with the Mayor and each member of the City Council to learn about their expectations for this process and to gain a clear picture of what the City hopes to accomplish from the strategic planning process. As part of these conversations, we will conduct a SWOT (Strengths, Weaknesses, Opportunities, and Threats) exercise and begin identifying emerging priorities.
- The Novak Consulting Group will meet with the City's **Project Team**. The Project Team will include people such as the City Manager, Assistant City Manager, and other key staff who will assist with project logistics throughout this engagement. We will review the project plan, discuss schedule, identify meeting locations, and outline outreach and communication plans as well as other logistical needs. This information will be presented to the Steering Committee for final approval.
- A session will also be conducted with the **City's management team** to begin engaging them in this process.

Activity 2: Community Engagement

A community strategic plan is best when touched by as many people as possible. Therefore, several methods of engaging the community will be employed.

- The community will be invited to attend a **community summit** to provide input on the strategic plan framework. The goal for our trained facilitators is to create an environment that allows participants to feel comfortable sharing their honest feedback. For this process, we often use the World Café format to actively engage participants and encourage community building.
- We will facilitate a series of **focus group sessions** with key stakeholders, as determined by the Steering Committee. We will seek their input on SWOT elements, as well as aspects of the community that must be considered as part of the strategic plan.
- **Online engagement** will be conducted through the use of Bang the Table™, a virtual Town Hall that will allow interested stakeholders to provide feedback about the strategic plan online. We will use this tool throughout the project to encourage continual engagement at key points in the process. Feedback will be solicited to inform the strategic plan elements, and then stakeholders can use the online process to comment on the elements of the plan as they are drafted.

Activity 3: Prepare Environmental Scan

An environmental scan will be prepared for the Steering Committee which will include:

- All input received during the **Community Engagement** phase of the process.
- Results of an online **survey of City employees** regarding the strengths, weaknesses, opportunities and threats of the community and organization that should be considered as part of the strategic plan.
- Existing **data about the community** such as financial trends and demographic data; statistics about housing, business, and jobs; and other relevant information.

All information received will be incorporated into the environmental scan, which will be reviewed with the Steering Committee.

Activity 4: Develop Strategic Plan Framework

- **A session with the City's management team** to develop a draft mission and organization values. This will be an important element of the strategic plan for the Steering Committee to consider as part of the larger framework.
- **A strategic planning retreat with the Mayor and City Council** and key staff to articulate a desired future for the community. During the session, the results of the environmental scan will be reviewed and help inform the finalization of the vision, mission, values, and critical success factors.
- Following the session, input on the framework will be sought from the community via the **online community engagement** tool.

Activity 5: Prepare Strategic Plan

- **A final strategic planning retreat with the Mayor and City Council** and key staff to review the input from the community and finalize the strategic plan. Additionally, the group will spend time articulating and prioritizing goals, as well as laying the groundwork for implementation.
- The Novak Consulting Group will work with City departments to develop **detailed workplans** for each goal. These workplans will include key performance indicators for use by the organization as well as the elected officials and community to ensure progress toward achieving the strategic plan's vision.

Activity 6: Prepare Deliverables

A comprehensive deliverable will be prepared and reviewed with the Steering Committee prior to finalization. We will also work with the City to develop strategies for continual engagement of the community as the strategic plan is implemented and we will provide deliverables for public presentation.

Composite Interview Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions				FIRM	FIRM	FIRM
Outstanding	25 - 30	17 - 20	9 - 10						
Exceeds Acceptable	19 - 24	13 - 16	7 - 8						
Acceptable	13 - 18	9 - 12	5 - 6						
Marginal	0 - 12	0 - 8	0 - 4						
				Pts	# Mmbrs	Max Pts	The NOVAK Consulting Group 26 E. Hollister Street Cincinnati, OH 45219	National Civic League, 1909 East 9th Ave, Ste 200 Denver, CO 80246	Shockey Consulting 12351 W. 96th Terrace, Ste. 107 Lenexa, KS 66215
1. Evidence of Experience, Reliability and References: (FORM 3): Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? . Consider any sub-consultants to be used and their experience (if applicable).	30	4	120				108	114	113
2. Expertise of Firm Personnel: (FORM 4): Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).	30	4	120				109	105	106
3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.	10	4	40				36	30	33
4. Project Approach: (FORM 5): Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.	20	4	80				76	60	68
5. Cost: Includes all related cost associated with this project. (FORM 6D):	10	4	40				16	40	16
	100		400				345	349	336

Composite 2nd Interview Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions	Pts	# Mmbrs	Max Pts	FIRM The NOVAK Consulting Group 26 E. Hollister Street Cincinnati, OH 45219	FIRM National Civic League, 1909 East 9th Ave, Ste 200 Denver, CO 80246
Outstanding	25 - 30	17 - 20	9 - 10					
Exceeds Acceptable	19 - 24	13 - 16	7 - 8					
Acceptable	13 - 18	9 - 12	5 - 6					
Marginal	0 - 12	0 - 8	0 - 4					
1. Evidence of Experience, Reliability and References: (FORM 3): Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? Consider any sub-consultants to be used and their experience (if applicable).	30	4	120	110	105			
2. Expertise of Firm Personnel: (FORM 4): Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).	30	4	120	107	102			
3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.	10	4	40	38	32			
4. Project Approach: (FORM 5): Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.	20	4	80	69	57			
5. Cost: Includes all related cost associated with this project. (FORM 6D):	10	4	40	16	40			
	100		400	340	336			

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

Lee's Summit 360° Charting Tomorrow

2009 Strategic Plan

Vision Statement

Lee's Summit is a sustainable and vibrant city with a dynamic spirit of cooperation among its diverse citizens, businesses, organizations, educational systems and governments.

Through comprehensive community planning and regional collaboration, Lee's Summit enjoys economic independence and a high quality of life as a recognized destination city.

Key Performance Areas

- Education
- Economic Development
- Health & Human Services
- Local Government
- Transportation
- Quality of Life

Education

Goal 1: Create a forum for collaboration between the City of Lee's Summit and the diverse educational partners in the community to ensure a continued, coordinated and focused emphasis regarding:

- Life-long learning and employment needs of the community*
- Ongoing pursuit of funding to address such needs*
- Attention to diversity, promotion of benefits, and understanding of education-related issues*
- Comprehensive and coordinated dissemination of education-related information throughout the community*

- ✓ Formed Education Summit
- ✓ Continuing with different educational entities taking the lead

Economic Development

Goal 1: The City of Lee's Summit is development and redevelopment friendly.

- ✓ Creation of Economic Development Policy to encourage and guide new investment
- ✓ Creation of Development Center with guidance of project manager

Goal 2: In order to improve the current strategy of increasing the office and industrial assessed valuations in Lee's Summit, the City should evaluate LS Economic Development Council's (LSEDC) relationship, structure, and reporting communications with the City.

- ✓ The City has improved relationship with LSEDC
 - ✓ Quarterly reporting
 - ✓ Enhanced Public Service Agreement

Goal 3: Establish a ratio of 35% commercial and 65% residential development and redevelopment mix.

- X** Actual percentage listed determined to be unattainable
- ✓ However, the City was re-directed to continue growth of commercial developments to offset tax from individuals

Goal 4: Aggressively pursue redevelopment projects using the appropriate tools to achieve the highest and best use of underutilized properties

- ✓ Land Clearance for Redevelopment Authority (LCRA) established and functional on an expanded operational level

*Goal 5: Lee's Summit is perceived as a
"progressive destination city"*

- ✓ Brand efforts implemented and supported

Health and Human Services

*Goal 1: Identify, educate & coordinate efforts
related to human service needs for the citizens
of Lee's Summit*

- ✓ Human Services Advisory Board (HSAB)
established and working in conjunction with
Health Education Advisory Board (HEAB)

Goal 2: Involving a collaborative group of community leaders, develop a comprehensive plan to address the healthcare needs of the under-insured and uninsured of the Lee's Summit community

- ✓ Non-profit Summit ongoing
- ✓ HSAB creating non-profit network that better serves residents in need, including:
 - MetroCares
 - Greater Lee's Summit Healthcare Foundation

Goal 3: Coordinate plans and education opportunities related to the emergency services response and the health and human services aspects of disaster preparedness for the Lee's Summit Community

- ✓ Lee's Summit Fire Department conducting the National Accreditation Program to determine best management practices

Local Government

Goal 1: Leadership development and community involvement

- ✓ Lee's Summit Citizen Academy implemented and ongoing
- ✓ Enhanced City website and other forms of electronic media for government transparency
- Ongoing: Charter Commission Chair has been advised of recommended term limits for citizen boards and committees
- ✓ District optimization considered by the Charter Review Commission
- ✓ More active involvement in Mid-America Regional Council

Goal 2: Continue to support a fully-resourced, professionally trained government workforce

- ✓ Increased number of public safety personnel as an ongoing effort to meet public needs
- ✓ LS Fire Department accreditation in process
- ✓ ISO Rating upgraded to “2”
- ✓ Established Police Department Training Center
- ✓ Phase 1 of Radio Communication and technology upgrades complete

Goal 3: Achieve environmentally friendly and financially sustainable infrastructure systems

Goal 4: Promote fiscally sustainable and environmentally sensitive development

- Ongoing: Storm water utility under review
- ✗ Curbside Recycling; Volume-based collection
- ✗ Regional landfill
- ✗ Sustainability Plan

Transportation

Goal 1: Determine if expansion of the Lee's Summit Municipal Airport will provide desirable economic development and growth for Lee's Summit with net positive benefits to the community overall

✓ Airport expansion is underway

Goal 2: A “Complete Streets” system would allow safe access along and across Lee’s Summit streets for all citizens, including motorists, bicyclists, pedestrians, and transit riders

- ✓ Livable Streets Committee has been established and is active
 - ✓ Bicycle Friendly Community Award
 - ✓ Walker Friendly Community Award
- Ongoing: Citywide connectivity for pedestrians and cyclists
- ✓ Rock Island Railroad is under local control
- Ongoing: Extension of Katy Trail to Lee’s Summit

Goal 3: Provide the citizens of Lee's Summit a safe, cost-effective, accessible, environmentally responsible regional mass transit system that connects people to work, educational institutions, medical institutions, and entertainment destinations within LS and with connections to other transit routes within the Kansas City metropolitan areas. This goal is to be accomplished as it is deemed feasible and fiscally sustainable for the City.

- Ongoing: KCATA planning public transportation system for Rock Island Railroad Corridor

Quality of Life

Goal 1: Establish strategies & action steps that support arts and culture in Lee's Summit

- ✓ Created Cultural Arts Master Plan
- ✓ Established Cultural Arts Council
- ✓ Adopted Cultural Arts Bond issue
 - ✓ Amphitheater
 - ✓ History Museum
 - Ongoing: Downtown Performance Venue

Goal 2: Establish strategies & action steps that support a positive brand & consistent community image

- ✓ Branding fully implemented and targeting various audiences
 - Tourism
 - Community Pride
 - Economic Development

Goal 3: Establish strategies & action steps that support a diverse community

- ✓ Human Relations Commission (HRC)
reenergized with new leadership and strategic plan

Goal 4: Establish strategies and action steps that support healthy lifestyles

- ✓ Expansion of green space and greenways has occurred and is planned to continue with the Lee's Summit Parks and Recreation tax extension

Summary

- Six Key Performance Areas
- 19 goals addressed
- Over 100 action steps identified
- 90+ completed
- Long-range planning is always ongoing, never completed!

Next Steps

2016: Evaluate prior process and refine for future

2017: Establish Initiation Committee

2018: Conduct long-range strategic planning process

2019: Present to Council for adoption

2019-2029: Implementation

Packet Information

File #: TMP-0960, **Version:** 1

An Ordinance approving amendment No. 1 to the Budget for the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests.

Issue/Request:

An ordinance approving amendment No. 1 to the Budget for the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests.

Key Issues:

As part of the annual budget process each department reviews operational needs for funding consideration. Periodically, it is necessary to add new expenses to the budget which have been called expansion requests.

During the FY19 Budget Process, the Finance and Budget Committee and City Council, reviewed the list of expansion requests that were part of the budget materials. Consideration for funding was postponed to protect existing funding for potential wage enhancements. Now that the budget has been adopted the expansion requests are being considered as they relate to current and future delivery of services.

Staff recommends proceeding with caution regarding impact to the City's compensation plan when considering the funding of expansion requests. The recommendation below has been limited to items that do not have an impact on the compensation plan.

The expansion items recommended for funding at this time meet at least one of the following criteria:

1. They are one-time expenses
2. They do not have a financial impact on the general fund and can be purchased using separate and distinct revenue sources
3. They will not be implemented until such time as there is evidence of departmental cost savings, operational efficiencies, and/or new revenue sources.

General fund items not highlighted in the attached document are proposed to come from the general fund reserve balance. It is anticipated that the general fund will finish fiscal year 2018 with revenue in excess of expenditures by approximately \$276k.

Items not funded will either need to be considered at a different time or at the expense of the amount targeted for wage enhancements.

Proposed Committee Motion:

I move to recommend approval to City Council of an ordinance approving Amendment No. 1 to the Budget for

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the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests.

Nick Edwards | Assistant City Manager

Recommendation: Staff recommends approval

Committee Recommendation: N/A

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2019, AS ADOPTED BY ORDINANCE NO. 8405, BY REVISING THE AUTHORIZED EXPENDITURES FOR THE CITY OF LEE'S SUMMIT TO FUND EXPANSION REQUESTS

WHEREAS, Ordinance No. 8405, passed by the City Council on June 28, 2018, adopted the City's Budget for the Fiscal Year ending June 30, 2019; and,

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

WHEREAS, it is necessary to fund expansion requests in order to meet service needs; and,

WHEREAS, these items are either one-time expenses and do not negatively impact the ability to fund future wage enhancements, do not have a financial impact on the general fund and can be purchased using separate and distinct revenue sources, will not be implemented until such time as there is evidence of new revenue sufficient to purchase, or funding is possible through departmental cost savings and operational efficiencies; and,

WHEREAS, additional expansion requests remain unfunded and may be presented to the Mayor and Council for funding consideration at a future date.

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

SECTION 1. That the authorized expenditures for the Fiscal Year 2017-2018 of the City of Lee's Summit, Missouri, are amended in the manner shown as follows and reflected in Exhibit A.

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Administration	\$43,000	\$4,601,333
F100 General Fund	Development Services	\$125,725	\$3,591,978
F100 General Fund	PW Engineering	\$375,000	\$5,849,274
F100 General Fund	PW Operations	\$36,000	\$4,779,655

BILL NO.**ORDINANCE NO.**

F100 General Fund	Fire	\$370,335	\$18,874,304
F610 Fleet		\$114,587	\$6,191,370
F500 Water Utilities		\$152,282	\$43,343,763
F510 Airport		\$99,446	\$2,323,133

SECTION 2. All other provisions of Ordinance No. 8405 shall remain in full force and effect, subject to Amendment No. 1 (Ordinance No. ____),

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

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

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

BILL NO.

ORDINANCE NO.

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Infrastructure and Planning *Nancy Yendes*

BILL NO.**ORDINANCE NO.****EXHIBIT A:**

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Finance	\$921,117	\$9,524,972
F100 General Fund	Fire	\$253,098	\$18,036,680
F200 Parks & Recreation		\$510,000	\$3,850,025
F324 Road & Bridge		\$3,367,000	\$4,268,475
F410 Park COP Debt		\$4,025,000	\$6,749,405

EXHIBIT A

Funded Requests					
Fund	Department	Type	Description	FY19 Cost	Recurring Cost
Immediate Funding					
General Fund	PW Operations	Capital	Shop fan installation	\$36,000	\$0
General Fund	Administration	Capital	Automated Captioning for LSTV (ADA Requirement)	\$18,000	\$13,000
General Fund	Development Services	Personnel	Building Inspector	\$110,798	\$79,253
General Fund	Development Services	Personnel	Senior Engineering Inspector Conversion	\$14,927	\$14,882
General Fund	ITS	Capital	Software Replacement Fund (SLERP)	\$25,000	\$25,000
General Fund	Fire Department	Vehicle	Ambulance VERP Upgrade to 4x4	\$4,500	\$0
General Fund	Fire Department	Capital	Lucas Device, AED for reserve command vehicle	\$15,775	\$0
General Fund	Fire Department	IT	Toughbooks (x2)	\$10,700	\$3,000
General Fund	Fire Department	Vehicle	Vehicle for Support Services	\$21,000	VERP
General Fund	Public Works	Capital	Rate Study for Stormwater Utility	\$375,000	\$0
General Fund	Public Works	Vehicle	Sedan VERP Upgrade to F150	\$5,221	VERP
General Fund	Fleet	Personnel	Mechanic	\$53,366	\$47,965
General Fund	Fleet	IT	Computers (x3)	\$5,500	MERP
General Fund	Fleet	Capital	Truck post lifts	\$25,000	\$0
	<u>General Fund Subtotal:</u>			<u>\$720,787</u>	<u>183,100</u>
Water Utilities	Water Utilities	Capital	Acoustic leak correlation equipment	\$32,000	\$0
Water Utilities	Water Utilities	Personnel	Maintenance Workers (x2)	\$91,072	\$91,072
Water Utilities	Water Utilities	Personnel	Various title changes	\$0	\$0
Water Utilities	Water Utilities	Personnel	Seasonal Laborers (x2)	\$10,710	\$10,410
Water Utilities	Water Utilities	Capital	Timekeeping system	\$9,500	Minimal
Water Utilities	Water Utilities	Vehicle	Utility Trailer	\$9,000	\$400
	<u>Total for Immediate Items:</u>			<u>\$873,069</u>	<u>\$284,982</u>
Pending Funding					
General Fund	Fire Department	Personnel	Communications Specialist (x6)	\$343,860	\$333,330
Airport	Airport	Personnel	Line Attendant .5 FTE increase	\$15,969	\$15,639
Airport	Airport	Personnel	Line Attendant 1 FTE increase	\$23,710	\$45,271
Airport	Airport	Capital	De-icing Equipment	\$10,450	\$10,450
Airport	Airport	Capital	Improvements to Hangar 1 HVAC	\$12,373	\$0
Airport	Airport	Capital	Circulating Fan for Hangar 1	\$11,789	\$0
Airport	Airport	Capital	Hangar 1 Electronic Gate Opener	\$15,155	\$0
Airport	Airport	Capital	Window and door awnings for Hangar 1	\$10,000	\$0
	<u>Total for Pending Items:</u>			<u>\$443,306</u>	<u>\$404,690</u>

Note: Items highlighted in blue will not be implemented until a corresponding amount of new revenue is available

Previously Unfunded Department Expansion Requests				
Department	Type	Description	FY18 Cost	Recurring Cost
Fire	Personnel	Communications Specialist (4 FTE)	\$205,709	\$205,109
Fire	Personnel	Captain of Training (2nd FTE)	\$81,036	\$76,469
Fire	Personnel	Administrative Assistant	\$49,736	\$48,455
Fire	Personnel	EMS Assistant Chief	\$109,638	\$104,829
Fire	Personnel	Captain of Prevention	\$85,496	\$83,690
Fire	Personnel	Battalion Chief of Planning	\$101,354	\$96,697
ITS	Personnel	Applications Administrator	\$84,047	\$79,567
ITS	Personnel	System Administrator	\$97,417	\$93,217
Police	Personnel	Animal Control Officer	\$53,056	\$51,636
PW Operations	Capital	Shop fan installation	\$36,000	\$0
Total			\$903,489	\$839,669
Cost to General Fund			\$903,489	\$839,669
FY19 Submitted Expansion Requests				
Department	Type	Description	FY19 Cost	Recurring Cost
Administration	Capital	Automated Captioning for LSTV (ADA Requirement)	\$18,000	\$13,000
Development Services	Personnel	Building Inspector or Contracted Inspector	\$110,798	\$79,253
Development Services	Personnel	Senior Engineering Inspector conversion	\$25,927	\$25,882
ITS	Capital	Software Replacement Fund (SLERP)	\$25,000	\$25,000
Fire Department	Personnel	Communications Specialist (x6)	\$343,860	\$333,330
Fire Department	Personnel	Battalion Chief, EMS	\$105,724	\$103,918
Fire Department	Vehicle	Ambulance VERP Upgrade to 4x4	\$4,500	\$0
Fire Department	Capital	Lucas Device, AED for reserve command vehicle	\$15,775	\$0
Fire Department	IT	Toughbooks (x2)	\$10,700	\$3,000
Fire Department	Vehicle	Vehicle for Support Services	\$21,000	VERP
Law Department	Personnel	Development Attorney	\$0	\$0
Police Department	Personnel	Lead Detention Officer (reclassify)	\$2,441	\$2,441
Police Department	Personnel	Police Officer (Traffic Enforcement)	\$65,233	\$59,152
Public Works	Capital	Rate Study for Stormwater Utility	\$375,000	\$0
Public Works	Vehicle	Sedan VERP Upgrade to F150	\$5,221	VERP
Water Utilities	Capital	Acoustic leak correlation equipment	\$32,000	\$0
Water Utilities	Personnel	Maintenance Workers (x2)	\$91,072	\$91,072
Water Utilities	Personnel	Various title changes	\$0	\$0
Water Utilities	Personnel	Seasonal Laborers (x2)	\$10,710	\$10,410
Water Utilities	Capital	Timekeeping system	\$9,500	Yes
Water Utilities	Vehicle	Utility Trailer	\$9,000	\$400
Airport	Personnel	Line Attendant .5 FTE increase	\$15,969	\$15,639
Airport	Personnel	Line Attendant 1 FTE increase	\$23,710	\$45,271
Airport	Capital	De-icing Equipment	\$10,450	\$10,450
Airport	Capital	Improvements to Hangar 1 HVAC	\$12,373	\$0
Airport	Capital	Circulating Fan for Hangar 1	\$11,789	\$0
Airport	Capital	Hangar 1 Electronic Gate Opener	\$15,155	\$0
Airport	Capital	Window and door awnings for Hangar 1	\$10,000	\$0
Fleet	Personnel	Mechanic	\$53,366	\$47,965
Fleet	IT	Computers (x3)	\$5,500	MERP
Fleet	Capital	Truck post lifts	\$25,000	\$0
Total			\$1,446,773	\$762,111
Cost to General Fund			\$1,269,331	\$645,840