The City of Lee's Summit

Final Agenda

Finance and Budget Committee

Monday, December 17, 2018 5:00 PM City Council Chambers City Hall 220 SE Green Street Lee's Summit, MO 64063

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Agenda
- 4. Public Comments
- 5. Business
 - A. 2018-2429 Minutes from F&BC Nov. 5, 2018 meeting
 - B. 2018-2494 Review of open records response regarding Lee's Summit Chamber of Commerce funding
 Presenter: Bette Wordelman, Finance Director
 - C. <u>TMP-1068</u> An Ordinance approving the Award of Bid No. 2019-016 for Tow Services for a one-year term with up to four, one-year renewals to Ron's Auto & Truck Towing, LLC, and authorizing the City Manager to execute the same by and on behalf of the City.

Presenter: Bette Wordelman, Finance Director

- D. <u>TMP-1079</u> An Ordinance approving a Sole Source Enterprise Agreement with Environmental Systems Research Institute, Inc. for unlimited licensing and software maintenance services; and authorizing the City Manager to enter into and execute an agreement for the same on behalf of the City of Lee's Summit, Missouri.
 - Presenter: Stephen L. Marsh, Chief Technology Officer
- TMP-1090 An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and Jackson County, Missouri Parks and Recreation for facility sse to support programming for various Jackson County, Missouri Parks and Recreation Programs.
 <u>Presenter:</u> Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources Lee's Summit Parks and Recreation

F. <u>2018-2474</u> Review of FY19 October General Fund Financial Dashboards

Presenter: Nick Edwards, Assistant City Manager

- 6. Roundtable
- 7. Adjournment

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



Packet Information

File #: 2018-2429, Version: 1

The City of Lee's Summit

Action Letter

Finance and Budget Committee

Monday, November 5, 2018 5:00 PM City Council Chambers City Hall 220 SE Green Street Lee's Summit, MO 64063

1. Call to Order

2. Roll Call

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

- Present:
 3 Councilmember Phyllis Edson

 Chairperson Bob Johnson
 Vice Chair Beto Lopez

 Absent:
 2 Alternate Rob Binney
 - Councilmember Trish Carlyle
- 3. Approval of Agenda

Motion by Mayor Pro Temp Lopez, seconded by Councilmember Edison, the agenda was approved by unanimous vote.

- Aye: 3 Councilmember Edson Chairperson Johnson Vice Chair Lopez
- Aye: 3 Councilmember Edson Chairperson Johnson Vice Chair Lopez
- Absent: 2 Alternate Binney Councilmember Carlyle
- Absent: 2 Alternate Binney Councilmember Carlyle
- 4. Public Comments
- 5. Business
 - A. <u>2018-2391</u> Approval of Action Letter from the September 5, 2018 Finance and Budget Committee meeting.

Motion by Councilmember Edson, seconded by Mayor Pro Temp Lopez, the Action Letter from October 1, 2018 was approved.

Finance and Budget Committee Action Letter November 5, 2018

- Aye: 3 Councilmember Edson Chairperson Johnson Vice Chair Lopez
- Absent: 2 Alternate Binney Councilmember Carlyle
- B. <u>2018-2394</u> Investment Portfolio Report for the quarter ending September 30, 2018

<u>Recommendation</u>: [Enter Recommendation Here]

Presenter: Sherri Staub, Cash Management Officer

This was a presentation only - no action required.

C. <u>2018-2393</u> Discussion of new revenue sources and cost reductions. <u>Presenter:</u> Bette Wordelman, Finance Director

This was a presentation only.

D. <u>2018-2395</u> Presentation regarding the City's capacity for debt issuance. <u>Presenter:</u> Bette Wordelman, Finance Director

This was a presetation only.

- BILL NO. An Ordinance approving the Award of Bid No. 2019-031 for the acquisition of a Unitrends Data Back Up Solution from Alexander Open Systems, Inc. and authorizing the City Manager to enter into and execute an agreement for the same on behalf of the City of Lee's Summit, Missouri in the amount of \$137,156.22. (F&BC 11/5/18)
 - Recommendation:Recommendation: Staff recommends approval of An Ordinance approving the Award of Bid No.2019-031 for the acquisition of a Unitrends Data Back Up Solution from Alexander OpenSystems, Inc. and authorizing the City Manager to enter into and execute an agreement for the
same on behalf of the City of Lee's Summit, Missouri in the amount of \$137,156.22.
 - Presenter: Stephen L. Marsh, Chief Technology Officer

Motion by Councilmember Edson, seconded by Mayor Pre Temp Lopez, this Ordinance was recommended for approval to the City Council - Regular Session due back on 11/13/2018. The vote was unanimous.

- Aye: 3 Councilmember Edson Chairperson Johnson Vice Chair Lopez
- Absent: 2 Alternate Binney Councilmember Carlyle

- F. BILL NO.
 18-192
 An Ordinance approving the use of a cooperative purchase agreement between Cooperating School Districts of Greater Kansas City, Inc. and Alexander Open Systems, Inc., contract # C062518, to purchase hardware, software, and services. (F&BC 11/5/18)
 - Recommendation:
 Recommendation: Staff recommends approval of An Ordinance approving the use of a cooperative purchase agreement between Cooperating School Districts of Greater Kansas City, Inc. and Alexander Open Systems, Inc., contract # C062518, to purchase hardware, software, and services.
 - Presenter: Stephen L. Marsh, Chief Technology Officer

Motion by Mayor Pre Temp Lopez, seconded by Councilmember Edson, this Ordinance was recommended for approval to the City Council - Regular Session due back on 11/13/2018. The vote was unanimous.

- Aye: 3 Councilmember Edson Chairperson Johnson Vice Chair Lopez
- Absent: 2 Alternate Binney Councilmember Carlyle
- G. <u>BILL NO.</u> An Ordinance authorizing the Mayor to execute an Intergovernmental
 <u>18-193</u> Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and Jackson County, Missouri for parking accomodations for the 2018 Trip the Light Fantastic Bike Ride. (F&BC 11/5/18)
 - **<u>Recommendation</u>**: Recommendation: Staff recommends approval of an Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and Jackson County, Missouri for parking accomodations for the 2018 Trip the Light Fantastic Bike Ride.
 - <u>Presenter:</u> Jackie McCormick Heanue, Superintendent of Legal Services & Human Resources

Motion by Councilmember Edson, seconded by Mayor Pro Temp Lopez, this Ordinance was recommended for approval to the City Council - Regular Session due back on 11/13/2018. The vote was unanimous.

- Aye: 3 Councilmember Edson Chairperson Johnson Vice Chair Lopez
- Absent: 2 Alternate Binney Councilmember Carlyle

- BILL NO.
 An Ordinance authorizing the Mayor to execute an Intergovernmental
 Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Mid Continent Public Library for Cultural Arts Programming entitled "A Christmas Carol." (F&BC 11/5/18)
 - Recommendation:
 Recommendation: Staff recommends approval of an Ordinance authorizing the Mayor to

 execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by

 and through the Lee's Summit Parks and Recreation Board and the Mid Continent Public

 Library for Cultural Arts Programming entitled "A Christmas Carol."
 - **Presenter:** Jackie McCormick Heanue, Superintendent of Legal Services & Human Resources

Motion by Mayor Pro Temp Lopez, seconded by Councilmember Edson, this Ordinance was recommended for approval to the City Council - Regular Session due back on 11/13/2018. The vote was unanimous.

- Aye: 3 Councilmember Edson Chairperson Johnson Vice Chair Lopez
- Absent: 2 Alternate Binney Councilmember Carlyle
- I.
 BILL NO.
 An Ordinance amending the Schedule of Fees and Charges for the City of Lee's

 18-195
 Summit to establish a credit card service fee for property tax payments and fees and charges for tax abatement incentives, administration of tax increment financing plans and special funding districts. (F&BC 11/5/18)
 - Recommendation: Recommendation: Staff recommends approval
 - Presenter: Nick Edwards, Assistant City Manager

Motion by Mayor Pro Temp Lopez, seconded by Councilmember Edson, this Ordinance was recommended for approval to the City Council - Regular Session due back on 11/13/2018. The vote was unanimous.

- Aye: 3 Councilmember Edson Chairperson Johnson Vice Chair Lopez
- Absent: 2 Alternate Binney Councilmember Carlyle

- J. <u>BILL NO.</u>
 <u>18-196</u>
 An Ordinance approving Amendment No. 5 to the budget for the fiscal year
 ending June 30, 2019, as adopted by Ordinance No. 8405, by revising the
 authorized expenditures and full time equivalents for the City of Lee's Summit
 and establishing the annual budget for Fund 205 Longview Community Center.
 (F&BC 11/5/18)
 - **<u>Recommendation</u>**: Recommendation: Staff Recommends approval of An Ordinance approving Amendment No. 5 to the budget for the fiscal year ending June 30, 2019, as adopted by Ordinance No. 8405, by revising the authorized expenditures and full time equivalents for the City of Lee's Summit and establishing the annual budget for Fund 205 Longview Community Center.
 - Presenter: Jackie McCormick Heanue, Superintendent of Legal Services and Human Resources

Motion by Councilmember Edson, seconded by Mayor Pro Temp Lopez - at this time Councilmember Edson made a motion to establish Fund 205 as part of this approval. It was seconded by Mayor Pro Temp Lopez. The Ordinance was recommended for approval as amended to the City Council - Regular Session due back on 11/13/2018. The vote was unanimous.

- Aye: 3 Councilmember Edson Chairperson Johnson Vice Chair Lopez
- Absent: 2 Alternate Binney Councilmember Carlyle
- K. 2018-2396 Presentation of FY19 Q1 Financial Dashboards

Presenter: Nick Edwards | Assistant City Manager

Nick Edwards made this presentation. No action required.

- 6. Roundtable
- 7. Adjournment

Meeting adjourned at 6:30 p.m.

Next Meeting December 3, 2018 5:00 pm

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



Packet Information

File #: 2018-2494, Version: 1

Review of open records response regarding Lee's Summit Chamber of Commerce funding

Issue/Request: Review of Open Records response regarding Lee's Summit Chamber of Commerce funding

Key Issues:

Staff will review the information provided in response to an open record request. The request is as follows:

"I wish to receive all records from the City of Lee's Summit check register(s) describing checks giving funds from the City of Lee's Summit to the Lee's Summit Chamber. Please include all fields describing the purpose of the transfer of funds, the check number, the amount of the check and the date of the check."

Proposed City Council Motion: N/A

Bette Wordelman, Finance Director

PAYMENTS MADE TO LEES SUMMIT CHAMBER OF COMMERCE JANUARY 1 2017- NOVEMBER 20,2018

PAYMENTS MADE BY ACCOUNTS PAYABLE CHECK VENDOR INVOICE PO NUMBER V

	UE BT ACCOUNTS PATABLE CHECK INVOICE BO NILIAABED	O NI IAABLE U	CHELK Develope Manif / p.d. prod		
_	7239		S	Professional Fees Expense	\$1160 D
59	48388		59CHAMBER OF COMMERCE	Professional Fees Expense	\$680.0
59	48328		59CHAMBER OF COMMERCE	Travel & Meeting Expense	\$110.0
59	48328		59CHAMBER OF COMMERCE	Travel & Meeting Expense	\$110.0
59	48328		59CHAMBER OF COMMERCE	Travel & Meeting Expense	\$110.0
59	48328		59CHAMBER OF COMMERCE	Travel & Meeting Expense	\$110.0
53	48374	116077	COOPERATIVE COMMUNITY MARKETI Advertising Expense	II Advertising Expense	\$578.3
53	48343		59CHAMBER OF COMMERCE	Travel & Meeting Expense	\$110.0
59 59	48343		S9CHAMBER OF COMMERCE	Travel & Meeting Expense	\$110.0
59	48772		59CHAMBER OF COMMERCE	Professional Fees Expense	\$625.5I
65	48778		59CHAMBER OF COMMERCE	Advertising Expense	\$376.0
59	48831		S9CHAMBER OF COMMERCE	Travel & Meeting Expense	\$180.0
59	48833		59CHAMBER OF COMMERCE	Travel & Meeting Expense	\$180.0
59	48866		59CHAMBER OF COMMERCE	Professional Fees Expense	\$3250.0
65	47822		59CHAMBER OF COMMERCE	Travel & Meeting Expense	\$20.0
53	48835		59CHAMBER OF COMMERCE	Travel & Meeting Expense	\$110.0
65	49173		S9CHAMBER OF COMMERCE	Professional Fees Expense	\$1000.0
29	49174		59CHAMBER OF COMMERCE	Professional Fees Expense	\$481.4
59	49176		59CHAMBER OF COMMERCE	Professional Fees Expense	\$500.0
59	49292		59CHAMBER OF COMMERCE	Professional Fees Expense	\$595.4:
59	49295		59CHAMBER OF COMMERCE	Professional Fees Expense	\$5 18 .5
59	49321		59CHAMBER OF COMMERCE	Professional Fees Expense	\$712.5
53	49552		59CHAMBER OF COMMERCE	Professional Fees Expense	\$535.5(
59	49558		59CHAMBER OF COMMERCE	Advertising Expense	\$376.0
50	48855		59CHAMBER OF COMMERCE	Travel & Meeting Expense	\$20.01
59	49684		59CHAMBER OF COMMERCE	Professional Fees Expense	\$1350.01
59	49772		59CHAMBER OF COMMERCE	Professional Fees Expense	\$870.01
65	49774		59CHAMBER OF COMMERCE	Professional Fees Expense	\$500.01
59	49893		59CHAMBER OF COMMERCE	Advertising Expense	\$556.00
55	50122		59CHAMBER OF COMMERCE	Public Relations Expense	\$145.D(
59	50134		59CHAMBER OF COMMERCE	Fravel & Meeting Expense	\$25.00
5	50162		59CHAMBER OF COMMERCE	Professional Fees Expense	\$387.0
59	50098		59CHAMBER OF COMMERCE	Professional Fees Expense	\$1000.0(
59	50101		59CHAMBER OF COMMERCE	Professional Fees Expense	\$1000.00
ß	50102		59CHAMBER OF COMMERCE	Professional Fees Expense	\$712.5(
29	50119		59CHAMBER OF COMMERCE	Professional Fees Expense	\$870.0(
65	50196		59CHAMBER OF COMMERCE	Professional Fees Expense	\$2975.00
5	07062017	117816	PUBLIC SERVICE AGREEMENT	Professional Fees Expense	\$157500.00
23	07102017	117851	PSA AGREEMENT -TOURISM	Contributions Expense	\$51043.0(
5	49975		S9CHAMBER OF COMMERCE	Organizational Dues	\$3500.00
23	50223		59CHAMBER OF COMMERCE	Professional Fees Expense	\$400.00
ទី	50224		59CHAMBER OF COMMERCE	Professional Fees Expense	\$1000.00
53	50354		59CHAMBER OF COMMERCE	Professional Fees Expense	\$625.5(
28	50359		59CHAMBER OF COMMERCE	Advertising Expense	\$580.00
5	50219	÷	59CHAMBER OF COMMERCE	Office Supplies	\$137.00
ទ	50219		S9CHAMBER OF COMMERCE	Printing Expense	\$68.5C
Ϋ́.	61202		59CHAMBER OF COMMERCE	Office Supplies	\$137.00
ጽ	61205		59CHAMBER OF COMMERCE	Office Supplies	\$272.20
5	50821		59CHAMBER OF COMMERCE	Professional Fees Expense	\$760.88
53	50823		59CHAMBER OF COMMERCE	Professional Fees Expense	\$300.00
ន	50824		59CHAMBER OF COMMERCE	Professional Fees Expense	\$250.00
ស្ត	50826		59CHAMBER OF COMMERCE	Professional Fees Expense	\$1185.00

	/107/11/10	01/18/2017	01/18/2017	01/18/2017	01/18/2017	01/18/2017 7 100/30/10	2 2	01/25/2017	01/25/2017	02/01/2017	02/01/2017	02/01/2017	02/15/2017	7102/51/20	03/22/2017	03/22/2017	04/05/2017	04/05/2017	04/05/2017	05/03/2017	05/03/2017	05/10/2017	06/07/2017	06/07/2017 06/07/2017	06/07/2017	06/28/2017	06/28/2017	06/28/2017	06/30/2017	7 E0C/08/90	06/30/2017	06/30/2017	07/12/2017	07/12/2017	07/19/2017	07/19/2017	07/19/2017	07/19/2017	07/19/2017 08/02/2017	08/02/2017	08/02/2017	08/02/2017	09/13/2017			09/13/2017
CHECK_NBR	2/2529 370236	453425	453425	453425	453425	453426 A53527	453587	453588	453589	453742	453743	453744	454048	454045	454856	454857	455132	455133	455134	455781	455782	455897	456467	456469	456470	457016	457017	457018	457168	45/169 457170	457171	457172	457338	457339	457526	457527	457528	457529	457869 457869	457869	457869	457869	458744	458745	458746	458747
		0.0	0.00	0.00	0.0	8.33		5.50	6.00	0.00	0.00	0.0	0.0	000	1.48	0.00	5.41	8.52	2.50	5.50	6.00	0.0		00.0	6.00	2.00	2.00	2.09	0.0	0.00	8	2:00	0.00	3.00	0.0	0.0	0.0	2.2	8.8	3.50	00.7	2.20	.88	8	8.3	8.

- 100/ 51/00		102/112/201	09/13/2017	(E0Z//Z/6n	/TOZ/TT/OT	2 102/11/01	2102/11/01	10/25/2017	10/25/2017	10/25/2017	10/25/2017	11/15/2017	11/29/2017	12/06/2017	12/06/2017	12/06/2017	12/13/2017	7102/82/21	8102/42/10	8106/16/60	03/14/2018	03/14/2018	03/21/2018	03/21/2018	03/21/2018	03/21/2018	03/21/2018	03/21/2018	03/21/2018	03/28/2018 04/04/048	8102/11/40	04/11/2018	04/18/2018	04/18/2018	04/25/2018	05/02/2018	05/02/2018	8TD7/20/50	05/09/2018	05/23/2018	05/23/2018	05/30/2018	06/20/2018	06/20/2018	07/11/2018	07/11/2018	8102/11//n	9102/81/20	01/25/2018	07/25/2018	08/08/2018	08/08/2018
458748	169740	94/864	458/50	CTTEC+	459623	459623	459624	459957	459958	459959	459960	460425	460712	460841	460841	460841	461012	46195A5	462028	462491	462941	462942	463102	463103	463104	463105	463106	463107	463108 463701	20260 4 262726	463556	463557	463723	463724	463881	464026	46402/	464079	464162	464474	464474	464636	465062	465063	465576	1/004	465734	465735	465926	465927	466258	466259
\$501.76	5046 73	CT-01-07	00.0555	\$400.00	\$400.00	\$-400.00	\$608.66	\$1059.25	\$483.33	\$600.00	\$600.00	\$580.00	\$70.00	\$120.00	\$305.00	\$305.00		\$1944.44	\$361.25	\$531.25	\$1944.44	\$1944.44	\$600.00	\$603.75	\$180.00	\$180.00	\$1666.66 \$1555 55	\$1666.66 \$677.60	00°7/8¢	5333.33	\$600.00	\$616.25	\$425.00	\$531.25	\$1944.44	\$677.33 ¢eer ce	\$666.65	\$250.00	\$600.00	\$1000.00	\$1200.00	\$666.66	44.44	51.944.44	\$157600 00		\$531.25	\$350,00	\$150.00	\$844.86	\$2500.00	\$200.00
Professional Fees Expense	Professional Fees Expense	Advertising Expanse	Organizational Dues	Admin Contingency	Professional Fees Expense	Employee Training Expense	Employee Training Expense	Advertising Expense		Advertising Expense	Public Relations Expense	Professional Face Evence	Advertising Expense	Professional Fees Expense	Advertising Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Protessional Fees Expense Transf 9, Manadar France	Travel & Nieeting Expense	Professional Food Fundation	Professional rees expense	Professional Fees Expense	Advertising Expense	Professional Fees Expense	Advertising Expense	Professional Fees Expense	Advertising Expense	Advertising Expense	Professional Fees Expense Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Advertising Expense	Printing Expense	Professional Fees Expense	Professional Fees Expanse	Contributions Exnerce	Contributions Expense	Organizational Dues	Professional Fees Expense	Advertising Expense	Advertising Expense	Professional Fees Expense	Advertising Expense	Advertising Expense				
59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	2 LEADEDSUID IS CLARMERCE			59CHAMBER OF COMMERCE		59CHAMBER OF COMINERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE.	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	SUCHAMBER OF COMMERCE		SOCHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	S9CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	COMMERCE	SOCHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	SOCHAMBER OF COMMERCE	SQCHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	PSA YEARLY PAYMENT	YEARLY MARKETING PAYMENT	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE SOCHAMBER OF COMMERCE		SSCHAIMBER OF COMMERCE
									118878																			•																121087	121088							
50835	95805	50876	50912	51150	51150	1110	CGTTC	2611C	51336	51337	51615	51763	51761	51761	51761	51601	1009	52215	52305	FF9C3	1702C	52491	52659	52693	52694	52726	52727	52921	52854	53044	52739	00000 V2003	53087	53096	51972	52742	52743	52883	53522	53523	53343	53862	53863	07092018A	07092018B	53772	53922	54130	7/149	2/260	54758	2011L
65 63	5	59	ទី	R 1	2 S	h 8	8 8	ទី	65	65	59	5	8	59	59	59	ន	3	88	9 9	5 5	65	59	65	59	55	59	65	ន	នេះ	7 G	3 5	5	59	59	59	65	2 2 2	ំអ	20	59	59	S	5	6	ន	88	2	88	5	ន	1

HOTAL				
Professic	S9CHAMBER OF COMMERCE		55322	65
Professic	59CHAMBER OF COMMERCE		55136	59
Professio	59CHAMBER OF COMMERCE		55119	59
Professik	S9CHAMBER OF COMMERCE		55118	53
Advertis	GEO FENCING 9.15 EVENT	122292	55232	59
Professi	59CHAMBER OF COMMERCE		54861	59
Employe	59CHAMBER OF COMMERCE		54687	65
Organiza	59CHAMBER OF COMMERCE		54692	59
Advertis	MARKETING LPA 9.15 EVENT	121817	54680	۵ċ
Professi	59CHAMBER OF COMMERCE		54678	53
Advertis	59CHAMBER OF COMMERCE		54634	59
Professi	59CHAMBER OF COMMERCE		54428	59
Professi	59CHAMBER OF COMMERCE		53350	59
Professi	59CHAMBER OF COMMERCE		53349	59
Professí	59CHAMBER OF COMMERCE		53348	59
Professi	59CHAMBER OF COMMERCE		54392	53

PAYN

		Fravel & Meeting Expense Organizational Dues	Travel & Meeting Expense	Emplovee Training Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Organizational Dues	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Organizational Dues	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Employee Training Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Advertising Expense	Travel & Meeting Expense	
t d	1 (0/2017 LEES CLIMANIT CLIMABLO OF CO		1/12/2017 LEES SUMMIT CHAMBER OF CO	1/13/2017 LEES SUMMIT CHAMBER OF CO	1/13/2017 LEES SUMMIT CHAMBER OF CO	1/17/2017 LEES SUMMIT CHAMBER OF CO	1/17/2017 LEES SUMMIT CHAMBER OF CO	1/20/2017 LEES SUMMIT CHAMBER OF CO	2/6/2017 LEES SUMMIT CHAMBER OF CO	2/6/2017 LEES SUMMIT CHAMBER OF CO	2/6/2017 LEES SUMMIT CHAMBER OF CO	2/7/2017 LEES SUMMIT CHAMBER OF CO	2/7/2017 LEES SUMMIT CHAMBER OF CO	2/7/2017 LEES SUMMIT CHAMBER OF CO	2/8/2017 LEES SUMMIT CHAMBER OF CO	2/23/2017 LEES SUMMIT CHAMBER OF CO	3/14/2017 LEES SUMMIT CHAMBER OF CO	3/14/2017 LEES SUMMIT CHAMBER OF CO	3/20/2017 LEES SUMMIT CHAMBER OF CO		3/23/2017 LEES SUMMIT CHAMBER OF CO		4/17/2017 LEES SUMMIT CHAMBER OF CO	4/17/2017 LEES SUMMIT CHAMBER OF CO	LEES	LEES	LEES	LEES	5/8/2017 LEES SUMMIT CHAMBER OF CO	5/9/2017 LEES SUMMIT CHAMBER OF CO	6/1/2017 LEES SUMMIT CHAMBER OF CO	6/5/2017 LEES SUMMIT CHAMBER OF CO	6/6/2017 LEES SUMMIT CHAMBER OF CO	6/13/2017 LEES SUMMIT CHAMBER OF CO	6/20/2017 LEES SUMMIT CHAMBER OF CO	7/13/2017 LEES SUMMIT CHAMBER OF CO	
MENTS MADE BY CREDIT CARD	n n	20170119	20170119	20170119	20170119	20170125	20170125	20170125	20170210	20170210	20170210	20170210	20170210	20170210	20170215	20170227	20170321	20170321	20170327	20170327	20170327	20170427	20170421	20170421	20170427	20170427	20170427	20170509	20170513	20170513	20170607	20170613	20170613	20170621	20170627	20170717	
/MENTS MA	5	3	ß	53	59	59	53	53	59	59	59	59	5	62	29	ន	ស	ស	65	59	65	59	S	23	59	5	5	65	65	5	ស្ន	ស្ត	5	53	53	59	

isional rees expense	5844.86	466698	
ssional Fees Expense	\$666.66	466971	
ssional Fees Expense	\$666.66	466972	
isional Fees Expense	\$666.66	466973	
isional Fees Expense	\$680.00	466974	
tising Expense	\$625.50	467140	
sional Fees Expense	\$548.41	467300	
tising Expense	\$500.00	467301	
izational Dues	\$400.00	467302	
yee Training Expense	\$650.00	467474	
sional Fees Expense	\$844.86	467475	
tising Expense	\$900.00	468057	
sional Fees Expense	\$1100.00	468354	
sional Fees Expense	\$680.00	468355	
sional Fees Expense	\$531.25	468356	
sional Fees Expense	\$1466.66	468357	
	\$505722.22		

10/03/2018 E0/03/2018 10/31/2018 11/14/2018 11/14/2018

09/12/2018 09/12/2018 09/12/2018 09/19/2018 09/26/2018 09/26/2018 09/26/2018

08/29/2018 09/12/2018

468355 468357 468357 468357 468357 1/12/2017 1/12/2017 1/12/2017 1/12/2017 1/17/2017 1/17/2017 1/17/2017 1/17/2017 1/17/2017 1/12/2017 2/12/2017 1/12/2017 2/2017 1/12/2017 2/2	11/14/2018 11/14/2018 Charge Post Date User Analysis 1/11/2017 CM SEIF CHAMBER BREAKFAST 1-20-17 1/15/2017 TOM'S CHAMBER BREAKFAST 1-20-17 1/15/2017 TOM'S CHAMBER MEMBERSHIP 1/15/2017 TOM FORTE CHAMBER BUNNY SIDE UP BKFST 1/19/2017 CM BINNEY CHAMBER SUNNY SIDE UP BKFST 1/19/2017 CM BINNEY CHAMBER LUNNY SIDE UP BKFST 1/22/2017 CM BINNY CHAMBER LUNNY CHAMBER LUNNY SIDE UP BKFST 1/22/2017 CM BINNY CHAMBER LUNNY CHAMBER LUNNY CHAMBER LUNNY CHAMBER LUNNY CHAMBER LUNNY CHAM
(TOZ/0/7	2/0/2017 UM FURTE CHAMBER LUNCH Z-17-17
2/6/2017	2/8/2017 MAYOR RHDADS CHAMBER HINCH 2-17-17
2/7/2017	2/9/2017 CHAMBER LUNCHEONS - LOVELL

\$20.00

Amount

\$110.00

\$295.00

\$595.00 \$20.00 \$20.00 \$20.00 \$20.00 \$20.00 \$20.00 \$40.00 \$115.00 \$115.00

\$20.00

• BKFST 1-20-17 BKFST 1-20-17

4/23/2017 STEVE ARBO CHAMBER LEADERSHIP LS GRADUATION LUNCHEON 5-9-17 4/21/2017 MAYOR RHOADS CHAMBER LEADERSHIP LS GRADUATION LUNCH 5-9-17 4/21/2017 CM BINNEY CHAMBER LEADERSHIP LS GRADUATION LUNCH 5-9-17 2/26/2017 CM BINNEY LEGISLATIVE DAY IN JEFF CITY 4-11-17 17-17 5/7/2017 MAYOR RHOADS CHAMBER LUNCH 5-19-17 2/10/2017 CM CARLYLE CHAMBER LUNCH 2-17-17 4/19/2017 CM BINNEY CHAMBER LUNCH 4-21-17 5/10/2017 STEVE ARBO CHAMBER LUNCH 5-19-17 3/23/2017 CM BINNEY CHAMBER LUNCH 3/29/17 3/26/2017 CM FORTE CHAMBER LUNCH 3/29/17 3/16/2017 CM SEIF CHAMBER LUNCH 3/29/17 4/19/2017 CM SEIF CHAMBER LUNCH 4-21-17 5/11/2017 CM SEIF CHAMBER LUNCH 5-19-17 2/9/2017 CM SEIF CHAMBER LUNCH 2/8/17 3/16/2017 ARBO CHAMBER LUNCH 3/29/17 LUNCHEUNS - LOVELL Š 2/9/2017 3/22/2017 4/23/2017 6/4/2017 2/8/2017 2/23/2017 2/7/2017 2/7/2017 4/17/2017 4/17/2017 4/19/2017 4/19/2017 4/20/2017 3/23/2017 3/14/2017 3/14/2017 3/20/2017 3/21/2017 4/17/2017 5/9/2017 5/5/2017 5/8/2017 6/1/2017

\$20.00 \$60.00 \$20.00 \$20.00 \$40.00 \$20.00 \$20.00 \$160.00 \$160.00 \$20.000 \$20.000\$\$\$20.000\$\$20.000\$\$20.000\$\$20.000\$\$20.000\$\$200

6/8/2017 CM SEIF CHAMBER LUNCH ON 6-16-17

6/7/2017

6/5/2017 6/6/2017 5/13/2017 (/20/2017

\$20.00 \$20.00 \$600.00 \$20.00 \$20.00 \$20.00 \$350.00 \$20.00 \$20.00

6/15/2017 CM FORTE CHAMBER LUNCH 6-16-17

7/20/2017 CM SEIF CHAMBER LUNCH DN 7-21-17

6/25/2017 october test sponsorship 7/16/2017 JOE CHAMBER LUNCHEON

7/13/2017 7/18/2017

2/33/2017 CM FORTE CHAMBER ILINCH ON 2.31 17	8/13/2017	8/11/2017 ROB BINNEY CHAMBER LUNCH 8-18-17	8/14/2017 STEVE ARBO CHAMBER LUNCH 8-18-17	8/17/2017 CM SEIF CHAMBER LUNCH 8-18-17	8/18/2017 CM FORTE CHAMBER LUNCH 8-18-17	8/23/2017 JOE SNOOK CHAMBER LUNCH	9/14/2017 CM SEIF CHAMBER LUNCH 9-15-17	9/24/2017	(0/12/2017 JACK FELDMAN LEADERSHIP LS REGISTRATION	11/9/2017 COUNCILMEMBER DIANE FORTE CHAMBER I INCH 11-17-17	11/9/2017 MAYOR RHOADS CHAMBER ILINCH 11-17-17	12/12/2017 CM FORTE CHAMRER HINCH 12-15-17	12/17/2017 STEVE ARRO CHAMBER LINCH 12-15-17	12/24/2017 CHAMBER BREAKEAST - JANUARY	12/24/2017 MAYOR RHOADS CHAMBER BREAKFAST 1-19-18	1/7/2018	1/18/2018	1/14/2018 STEVE ARBO CHAMBER BREAKFAST 1-19-18	1/19/2018 CONRAD LAMB - MAYOR'S CHARACTER BREAKEAST 1-25-18	1/21/2018 CHAMBER ANNUAL GALA - MAYOR/WIFF CM SFIE/HIISPAND CM CAPVIVE SEE EACH	1/28/2018	2/8/2018 CM SEIF CHAMBER LUNCH 2-16-18	2/15/2018 STEVE ARBO CHAMBER LUNCH 2-16-18	3/11/2018 LPA ADVERTISMENT	3/11/2018 50TH ANNIVERSARY	3/11/2018 SW ADVERTISMENT	3/16/2018 STEVE ARBO MONTHLY MEMBERSHIP LUNCH 3/26/18	3/19/2018 CM BINNEY LEGISLATIVE DAY IN JEFFERSON CITY 4/10/18	3/26/2018 CM FORTE CHAMBER LUNCH 3/26/18	4/2/2018	4/13/2018	4/18/2018 MPT LOPEZ CHAMBER MEMBERSHIP LUNCHEON	4/20/2018 CM BINNEY CHAMBER LEADERSHIP LS LUNCH 5-8-18	4/29/2018	5/11/2018 CHAMBER LUNCH 5-18 - MAYOR BAIRD	5/20/2018 CM FORTE CHAMBER LUNCHEON 5-18-18	6/14/2018 MAYOR BAIRD CHAMBER LUNCH 6-15-18	7/19/2018 CM FORTE CHAMBER LUNCHEON 7-2/1-18	8/12/2018 MAYOR BAIRD CHAMBER (UNCH 8-17-18	8/19/2018 LS CHAMBER LUNCHEON REGISTRATION FOR RVAN FLAM	9/13/2018 MAYOR BAIRD CHAMBER LUNCH 9-21-18	10/11/2018 MAYOR BAIRD CHAMBER I IINCH 10-19-18	10/14/2018 Department has not processed charge vet	10/18/2018 Department has not processed charge vet	
7/20/2017 7		8/9/2017 8				8/17/2017 8	9/12/2017 9	9/21/2017 9	10/10/2017 10		11/7/2017 1	1			12/21/2017 12	1/5/2018	1/10/2018 1,	1/11/2018 1,	1/17/2018 1,	1/18/2018 1		2/6/2018	2/13/2018 2/	3/6/2018 3/	3/6/2018 3/		3/14/2018 3/	3/17/2018 3/	3/22/2018 3/							5/15/2018 5/	6/12/2018 6/	1/17/2018 7/	8/9/2018 8/	8/17/2018 8/	9/11/2018 9/			•••	
\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$10.00	\$20.00	\$320.00	\$600.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$40.00	\$165.00	\$20.00	\$20.00	\$325.00	\$130.00	\$20.00	\$20.00	\$981.00	\$981.00	\$981.00	\$20.00	\$60.DD	\$20.00	\$20.00	\$75.00	\$20.00	\$20.00	\$165.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$10.00	\$40.00	\$8,848.00
Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Public Relations Expense	Organizational Dues	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Advertising Expense	Advertising Expense	Advertising Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Employee Training Expense	Travel & Meeting Expense	Travel & Meeting Expense	Organizational Dues	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	P-Card unallocated	P-Card unallocated	Total
7/20/2017 LEES SUMMIT CHAMBER OF CO	8/8/2017 LEES SUMMIT CHAMBER OF CO	8/9/2017 LEES SUMMIT CHAMBER OF CO	8/12/2017 LEES SUMMIT CHAMBER OF CO	8/12/201/ LEES SUMMIT CHAMBER OF CO	8/16/2017 LEES SUMMIT CHAMBER OF CO	8/1//2017 LEES SUMMIT CHAMBER OF CO	9/12/2017 LEES SUMMIT CHAMBER OF CO	9/21/2017 LEES SUMMIT CHAMBER OF CD	10/10/2017 LEES SUMMIT CHAMBER OF CO	11/7/2017 LEES SUMMIT CHAMBER OF CO	11/7/2017 LEES SUMMIT CHAMBER OF CO	12/13/2017 LEES SUMMIT CHAMBER OF CO	12/14/2017 LEES SUMMIT CHAMBER OF CO	12/20/2017 LEES SUMMIT CHAMBER OF CO	12/21/2017 LEES SUMMIT CHAMBER OF CO	1/5/2018 LEES SUMMIT CHAMBER OF CO	1/10/2018 LEES SUMMIT CHAMBER OF CO	1/11/2018 LEES SUMMIT CHAMBER OF CO	1/17/2018 LEES SUMMIT CHAMBER OF CO	1/18/2018 LEES SUMMIT CHAMBER OF CO	1/26/2018 LEES SUMMIT CHAMBER OF CO	2/6/2018 LEES SUMMIT CHAMBER OF CO	2/13/2018 LEES SUMMIT CHAMBER OF CO	3/6/2018 LEES SUMMIT CHAMBER OF CO	3/6/2018 LEES SUMMIT CHAMBER OF CO	3/6/2018 LEES SUMMIT CHAMBER OF CO	3/14/2018 LEES SUMMIT CHAMBER OF CO	3/17/2018 LEES SUMMIT CHAMBER OF CO	3/22/2018 LEES SUMMIT CHAMBER OF CO	3/30/2018 LEES SUMMIT CHAMBER OF CO	4/11/2018 LEES SUMMIT CHAMBER OF CO	4/15/2018 LEES SUMMIT CHAMBER OF CO	4/18/2018 LEES SUMMIF CHAMBER OF CO	4/26/2018 LEES SUMMIT CHAMBER OF CO	5/9/2018 LEES SUMMIT CHAMBER OF CO	5/15/2018 LEES SUMMIT CHAMBER OF CO	6/12/2018 LEES SUMMIT CHAMBER OF CO	7/17/2018 LEES SUMMIT CHAMBER OF CO	8/9/2018 LEES SUMMIT CHAMBER OF CO	8/17/2018 SQ *LEE'S SUMMIT CH	9/11/2018 LEES SUMMIT CHAMBER OF CO	10/9/2018 LEES SUMMIT CHAMBER OF CO	10/11/2018 LEES SUMMIT CHAMBER OF CO	10/16/2018 LEES SUMMIT CHAMBER OF CO	
20170725	20170815	20170815	20170815		20170821	9780/TDZ	2160/102	/260/102	20171014	20171110	20171110	20171221	20171221	20171228	20171228	20180111	20180119	20180119	20180125	20180125	20180131	20180212	20180221	20180315	20180315	20180315	20180321	20180321	20180327	20180407	20180414	20180420	20180426	2010002	71509102	17508102	20180615	20180720	20180813	20180821	20180915	20181013	20181019	20181019	
65	53	5	35	85	35	ጸ	አ	ጽ	况 1	ß	6	59	59	ß	6	5	ទី	ŝ	ß	53	5	ŝ	ខ្ល	8 I	5 5	នា	5 i	5 S	ን ነ	5, C	3	ያ 2	ឧ	አይ	88	<u>5</u>	57 :	3	23	65	23	59	5	65	

,

\$514,570.22

Grand Total

Payments to Lee's Summit Chamber of Commerce 1/1/17 to 11/20/18

ą

Chamber Events	\$3,870.00
Leadership Lee's Summit	\$4,240.00
Marketing/Advertising	\$80,779.22
Membership Dues	\$8,545.00
PSA Payments	\$417,086.00
Unallocated	\$50.00
	\$514,570.22

18
20,20
EB
M
JF COMMERCE JANUARY 1 2017- NOVEMBER 20,201
Ľ.
201
5
JARY
3
٦Ż
1
ö
5
Σ
Σ
ō
E E
~
IBER O
2
T CHAM
σ
F
Σ
Σ
2
5
TO LEES SUMMIT
β
Ж
¥
S MAD
'n
5
VMENTS
ξ.
Æ
Δ.

																																																	Community wide snot	spots Comm Market			
CHECK_DATE		u 1, 14, 2017. Mem Directory 1/2 pg ad U1/ 01/18/2017. Annial Gala Tahlo of 8 1/14/2017. Arholenouse ginney. Kning phydiofenouse. Engliseouse	о <u>118/2017</u> Аппиаl Gala Table of 8 1/14/2017 01/18/2017 Аппиаl Gala Table of 8 1/14/2017	01/18/2017 Annual Gala Table of 8 1/14/2017	01/18/2017 Annual Gala Table of 8 1/14/2017	01/18/2017 2 page spread Spring/Summer 2017 Best Place to Live Welrome to Lae's Summit	01/25/2017 Chamber Gala 2017 Edson/Spouse	01/25/2017 Chamber Gala 2017 Diane/Mitch Fote	01/25/2017 Catalyst-Inside cover 4 issues	01/25/2017 Catalver-1/2 name V nr 1 2000	02/01/2017 Arbo vearly chamber hoard linges 2017	02/01/2017 MAYOR RHOADS CHAMBER ROARD OF DIRECTOR 14INCHES 2017	02/01/2017 Coop Community Marketine KC Bus Inl-Bonk of lists 17 & free ne Mar	02/15/2017 CM CARLYLE OCTOBER CHAMBER LUNCH 10-21-16	02/15/2017 CM FAITH & SPOUSE - 2017 CHAMBER ANNUAL GALA	03/22/2017 Coop Marketing WDAf-EM 71 Sources Community Hero	03/22/2017 Coop Marketing Digital Website Billions	03/22/2017 Coop Marketing Community Heros Launch	04/05/2017 Coop Community Marketing KC Relo Fall Winter 2017	04/05/2017 Coop Community Marketine KC Business Journal / Diarital Advertisina	04/05/2017 Coop Community Marketine Platinum Sponor City Event Sponsorship at 15 Alron + 4/11/17	05/03/2017 Catalvst-Full Page 4 issues discounted 1 month	05/03/2017 Catalyst - Half Page V	05/10/2017 MAYOR RHOADS CHAMBER BKFST MTG. 1-20-17	06/07/2017 Coop Community Marketing Heros 106.5 The Wolf	06/07/2017 Coop Community Marketine rovals Baseball/Anr Inv	06/07/2017 Coop Community Marketing Sunday Spaces ad "Fire Sale" 4/01-4/30	06/07/2017 Visitors Guide - advertising 1/2 page	05/28/2017 Coop Community Marketing 1 Game Big Truck & Equip Show	06/28/2017 CM BINNEY CHAMBER LUNCH ON 6-16-17	06/28/2017 Digital Advertising KC Business Journal Web INV 10027014	06/30/2017 Coop Community Marketing Hometown Heros 1/16-7-16-17	06/30/2017 Coop Community Marketing Hero's Campaign / 106.5 The Wolf	06/30/2017 Coop Community Platinum Sponsorship Airport Event Plus Advertising	06/30/2017 Coop Community Disc Rate Royal Baseball 610 Radio/May 3 games 6 commercials	06/30/2017 Coop Community Snap Shot Research Dev Ct Intelligence Gathering Platform	07/12/2017 PSA Payment 2017-2018 Marketing	0//12/2017 PSA Payment 2017-2018 Tourism	2/// 1/2/2017 2017-7012 Membership Interview Real and American Provide American Am	07/12/2011 Crop Community Marketing Righway su Lee's summit is filting (Honeyweil) inv 1/2108	017 247 2021 COOP COMMUNICATING TWOINED THE COMMUNICATION AND 27 29-07 22 THY 00/334-0	0/12/10/10/11/12/2011/12/2011/2011/2011	08/02/2017 Coop Community Marketine Sales folders w/norkets 450	08/02/2017 Coop Community Marketing Sales folders w/pockets 450	08/02/2017 Coop Community Marketing Sales folders w/pockets 450	08/02/2017 Coop Community Marketing Sales folders w/pockets 450	09/13/2017 Coop Community Marketing KC Business Jrni Dig Mrkt	09/13/2017 Coop Community Marketing KCUR/NPR Radio	09/13/2017 Coop Community Marketing Sitx 30 Commercials Rvan Lefebrve incl Chamber /2 Oktoberfest/Community wide soor	09/13/2017 Coop Community Marketing 610 Sports/Royals Radio July-Community blood Drive 5 games 10 sports Comm Market	09/13/2017 Coop Community Marketing Crane Watch Sponsorship	09/13/2017 Coop Community Marketing Digital Ad Sponorship	09/13/2017 Visitors Guide - advertising 1/2 page
CHECK_NBR A52276	C/7001	453425	453425	453425	453425	453426	453587	453587	453588	453589	453742	453743	453744	454048	454049	454855	454856	454857	455132	455133	455134	455781	455782	455897	456467	456468	456469	456470	457016	457017	457018	457168	457169	457170	457171	457172	457338	45/359 AE7E76	763737	457578	457529	457530	457869	457869	457869	457869	458744	458745	458746	458747	458748	458749	458750
AMOUNT: \$1160.00		\$110.00	\$110.00	\$110.00	\$110.00	\$578.33	\$110.00	\$110.00	\$625.50	\$376.00	\$180.00	\$180.00	\$3250.00	\$20.00	\$110.00	\$1000.00	\$481.48	\$500.00	\$595.41	\$518.52	\$712.50	\$535.50	\$376.00	\$20.00	\$1350.00	\$870.00	\$500.00	\$556.00	\$1.45.00	\$25.00	\$387.09	\$1000.00	\$1000.00	\$712.50	\$870.00	\$2975.00	\$157500.00	53500 00		\$1000.00	\$625.50	\$580.00	\$137.00	\$68.50	\$137.00	\$272.20	\$760.88	\$300.00	\$250.00	\$1185.00	\$501.76	\$946.23	\$556.00
ACCOUNT Professional Fees Expense	Professional Faes Expanse	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Ti Advertising Expense	Travel & Meeting Expense	Travel & Meeting Expense	Professional Fees Expense	Advertising Expense	Travel & Meeting Expense	Travel & Meeting Expense	Professional Fees Expense	Travel & Meeting Expense	Travel & Meeting Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Advertising Expense	Travel & Meeting Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Advertising Expense	Public Relations Expense	Travel & Meeting Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Protessional Fees Expense	Protessional Fees Expense	Contributions expense Organizational Drive	Drofessional Fees Evence	Professional Fees Expense	Professional Fees Expense	Advertising Expense	Office Supplies	Printing Expense	Office Supplies	Office Supplies	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Professional Fees Expense	Advertising Expense
VENDOR NAME / PO DESC 59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER DF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	COOPERATIVE COMMUNITY MARKETS	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	S9CHAMBER OF COMMERCE	S9CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	S9CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	SUCHAMBER OF COMMERCE	PUBLIC SERVICE AGREEMENT BEA AGREEMERIT TOLIDIEME	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	S9CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	59CHAMBER OF COMMERCE	S9CHAMBER OF COMMERCE
PO_NUMBER						116077 C																															14 979/TT																
INVOICE P 47239	48388	48328	48328	48328	48328	48374	48343	48343	48772	48778	48831	48833	48866	47822	48835	49173	49174	49176	49292	49295	49321	49552	49558	48855	49684	49772	49774	49893	50122	50134	50162	20098	50101	50102	50119	96TDC	71020120	11020110	50223	50224	50354	50359	50219	50219	50219	. 50219	50821	50823	50824	50826	50835	50836	50876
VENDOR 59	53	55	53	59	23	53	55	65	53	65	29	59	65	59	59	5	65	59	59	65	29	59	65	59	59	59	59	53	65	65	29	5	59	59	66	88	5 9		ទ	ŝ	53	20	53	65	59	59	55	65	53	5 <u>5</u>	65	5	65

09/27/2017 Renewal Membership Investment 10-7-17 / 9-30-18 10/11/2017 Coop Community Marketing US is hining 14x48 MO KC FM601 Hwy 150 8-13-17 / 9-10-17 10/11/2017 Coop Community Marketing US is hining 14x48 MO KC FM601 Hwy 150 8-13-17 / 9-10-17 10/11/2017 Coop Community Marketing LS is hining 14x48 MO KC FM601 Hwy 150 8-13-17 / 9-10-17 10/11/2017 Coop Community Marketing C Bis Loural/Crane watch/Sponsorship 8/266/17 10/25/2017 Coop Community Marketing Corvers/Loran page spread 10/25/2017 Leadership Lee's Summit class fee 10/25/2017 Leadership Lee's Summit class fee 10/25/2017 Leadership Lee's Summit class fee 11/15/2017 Catendar - Date mentions 11/15/2017 I S Calendar - Date mentions 11/15/2017 I S Calendar 2x 1/2 month ads+14 dates 12/06/2017 IS Calendar 2x 1/2 month ads+14 dates 12/06/2017 I S Calendar 2x 1/2 month ads+14 dates 12/05/2017 I S Calendar 2x 1/2 month ads+14 dates	 1.128/2011 Community Profile IBC FP 0.124/2013 Community Profile IBC FP 0.124/2018 Contrauring Profile IBC FP 0.124/2018 2018 Royals Baschall Partnership - Royals, Royals Ballparck app, Crown vision, Upper Home plate signage 0.271/2018 Catalyst - Full page 4 Page Chr 1 2018 January Business Accelerated 0.271/2018 Catalyst - Full page 4 Page Chr 1 2018 January Business Accelerated 0.271/2018 Catalyst - Full page 4 Page Chr 1 2018 January Business Accelerated 0.271/2018 Catalyst - Full page 4 Page Chr 1 2018 January Business Accelerated 0.271/2018 Catalyst Partnership monthly invoice 0.2712/2018 Comp Community Marketing Wait Outdoors/150 Hwy L5 is Hirring 14x48 Fwy Hwy 150 0.2712/2018 Coop Community Marketing Wait Outdoors/150 Hwy L5 is Hirring 14x48 Fwy Hwy 150 0.2712/2018 Coop Community Marketing Wait Outdoors/150 Hwy L5 is Hirring 14x48 Fwy Hwy 150 0.2712/2018 Coop Community Marketing Promoting L5 Balance of Life 0.2712/2018 Coop Community Marketing Hometown Hero Marketing Feb 2018 0.2712/2018 Coop Community Marketing Hometown Hero Marketing Feb 2018 0.2712/2018 Coop Community Marketing Hometown Hero Marketing Paromote proj dev in L5 Jan 2018 0.2712/2018 Comm Marketing Royals Baschall Hometown Partner of the KC Royals 0.2712/2018 Catalyst - full page qtr 2 premium placement 0.4112/2018 Catalyst - full page qtr 2 premium placement 0.4112/2018 Catalyst - full page qtr 2 premium placement 0.4113/2018 Catalyst - full page qtr 2 premium placement 	04/32/2018 KC Royals 2018 Baseball Partnership monthy invoice 65/02/2018 Coop Community Marketing Crane Watch Jan 18 65/02/2018 Coop Community Marketing Crane Watch Jan 18 65/02/2018 Coop Community Marketing Crane Watch Feb18 65/02/2018 Coop Community Marketing Crane Watch Feb18 65/02/2018 Coop Community Marketing Contdoor prod for 14x4 Neighborhood Partner of the KC Royals 05/03/2018 Coop Community Marketing Outdoor prod for 14x4 Neighborhood Partner of the KC Royals 05/03/2018 Coop Community Marketing Crane Watch Mar 18 05/03/2018 Coop Community Marketing Crane Watch Mar 18 05/23/2018 LS Map fulj panel + 1000 maps 05/23/2018 Coop Community Marketing Crane Watch Mar 18 05/23/2018 Coop Sabasball Partnership monthly invoice 06/23/2018 Coop Sabasball Partnership monthly invoice 06/23/2018 Cabays 2018 Baseball Partnership monthly invoice 07/11/2018 Paryeting 07/11/2018 Paryeting 07/11/2018 Baseball Partnership monthly invoice 06/23/2018 Cabays 2018 Baseball Partnership monthly invoice 07/11/2018 Baseball Partnership monthly invoice 06/23/2018 Cabays 2018 Baseball Partnership monthly invoice 06/23/2018 Cabays 2018 Baseball Partnership monthly invoice 07/11/2018 Paryeting Partnership monthly invoice 07/11/2018 Baseball Partnership monthly invoice 07/12/2018 Cabays 2018 Baseball Partnership monthly invoice 07/12/2018 Camm Marketing Partnership monthly invoice 08/08/2018 Camm Marketing Partnership monthly invoice 08/08/2018 Camm Warketing Partnership monthly invoice 08/08/2018 Camm Warketing Partnership monthly invoice 08/02/2018 Came Watch Mar 18 07/12/2018 Came Watch Mar 18 09/12/2018 Came Watch Apr 18 09/12/2018 Came Watch Apr 18 09/12/2018 Came Watch Apr 18
459115 459623 459623 459623 45952 45959 45959 45959 460712 460712 460841 460841 460841 461012 461012	461313 461313 465285 4652941 462941 462942 463103 463104 463105 463105 463105 463105 463105 463723 463723 463723 463723	465381 464026 464026 464028 464029 4654162 4654162 4654162 465474 465474 465578 465578 465578 465578 465578 465578 465578 465578 465578 465578 465578 465578 4656971 4666973 466973
\$385.00 \$400.00 \$400.00 \$608.66 \$608.66 \$483.33 \$600.00 \$70.00 \$70.00 \$305.00 \$305.00 \$305.00 \$305.00 \$305.00 \$305.00	\$1344.00 \$3531.25 \$531.25 \$534.24 \$534.24 \$1344.44 \$1344.44 \$1304.44 \$1304.44 \$1304.46 \$13666.66 \$13666.66 \$1360.00 \$1360.00 \$5333.33 \$600.00 \$5333.33 \$600.00 \$1364.44 \$1366.66 \$1366.66 \$1366.66 \$1366.66 \$1366.66 \$1366.66 \$1366.66 \$1366.66 \$1366.66 \$1366.66 \$1366.66 \$1366.66 \$1366.00 \$1366.66 \$1366.66 \$1366.00 \$1366.66 \$1366.00 \$1366.66 \$1366.66 \$1366.00 \$1366.66 \$1366.66 \$1366.00 \$1366.66 \$1366.00 \$1366.00 \$1366.00 \$1366.00 \$1366.00 \$1366.66 \$1366.00 \$1366.66 \$1366.00\$100\$10	 \$1944.44 \$677.33 \$666.66 \$2250.00 \$600.00 \$12000.00 \$12000.00 \$1244.44 \$5166.66 \$666.66 \$666.66 \$660.00
Organizational Dues Admin Contingency Professional Fees Expense Professional Fees Expense Professional Fees Expense Professional Fees Expense Employee Training Expense Advertising Expense Advertising Expense Advertising Expense Advertising Expense Advertising Expense Advertising Expense Advertising Expense Advertising Expense	Auvertusing Expense Advertising Expense Professional Fees Expense Professional Fees Expense Professional Fees Expense Professional Fees Expense Travel & Meeting Expense Professional Fees Expense Professional Fees Expense Advertising Expense Advertising Expense Advertising Expense Advertising Expense Advertising Expense Advertising Expense Advertising Expense	Professional Fees Expense Professional Fees Expense Contributions Expense Organizational Fees Expense Advertising Expense Advertising Expense Advertising Expense Professional Fees Expense
S9CHAMBER OF COMMERCE 59CHAMBER OF COMMERCE	SSCHAMBER OF COMMERCE 59CHAMBER OF COMMERCE	 SGCHAMBER OF COMMERCE SGC
50912 51150 51150 51150 51150 51195 51195 51195 51336 51337 5161 51761 51761 51761 51761 51761 51761 51761 51761 51761 51761 51761	52205 52305 52305 52305 52841 52842 52842 52843 52843 52854 52659 52694 52056 53074 53075 53076 53076 53076 53076 53076	
8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ ጽ

9 9663 39CHAMBER OF COMMERCE Adventing Expense 565 9 9483 30CHAMBER OF COMMERCE Adventing Expense 565 9 9480 12181 MARTERICE FAN SUS EVENT Adventing Expense 565 9 9582 30CHAMBER OF COMMERCE Adventing Expense 565 9 5113 90CHAMBER OF COMMERCE Adventing Expense 561 9 5113 90CHAMBER OF COMMERCE Adventing Expense 501 9 2017013 11/27201 11281 More Taining Expense 501 9 2017013 11/27201 11/2201 11/2701 11	552.50 467140 09/19/2018 Vistor Guide 1/2 pg fw 2018 Summit Ice 5548.41 467300 09/26/2018 Coop Comm Marketing -KC Reio 2 full pages Is 8 5500.00 467301 09/26/2018 Coop Comm Marketing -KC Reio 2 full pages Is 8 5400.00 467302 09/26/2018 Coop Comm Marketing -Farget Marketing Legends Concert Aug 2018 - 125000 Impressions 5400.00 467312 09/26/2018 Coop Comm Marketing -Farget Marketing Legends Concert Aug 2018 - 125000 Impressions 5400.00 467372 10/03/2018 Coop Comm Marketing -Farget Marketing Legends Concert Aug 2018 - 125000 Impressions 5600.00 467475 10/03/2018 Co P Comm Marketing -Pigitai Targeting, Geo, Legends Concert Aug 2018 - 125000 Impressions 51100.00 468354 10/14/2018 Coop Comm Marketing -Radio schedule City spot light part of 8 wk series 5600.00 468355 11/14/2018 Coop Comm Marketing -Radio schedule City spot light part of 8 wk series 51466.66 11/14/2018 Coop Comm Marketing -Marketing B2B includes radio flight g/10-11/02 + all day remote 51466.66 11/14/2018 Coop Comm Marketing -Marketing B2B includes radio flight g/10-11/02 + all day remote	mt Trans Jage Charge Feat One User Analysis 50.00 1/3/2017 J/1/2017 J/1/2017 J/1/2017 51.00 1/3/2017 J/1/2017 J/1/2017 J/1/2017 55.00 1/3/2017 J/3/2017 J/3/2017 J/3/2017 555.00 1/3/2017 J/3/2017 J/3/2017 J/3/2017 555.00 1/3/2017 J/3/2017 J/3/2017 J/3/2017 550.00 1/3/2017 J/3/2017 J/3/2017 J/3/2017 520.00 1/3/2017 J/3/2017 J/3/2017 J/3/2017 520.00 1/3/2017 J/3/2017 J/3/2017 J/3/2017 520.00 2/6/2017 2/8/2017 J/3/2017 J/4/2017 520.00 2/6/2017 2/8/2017 J/3/2017 J/4/2017 520.00 2/6/2017 2/8/2017 J/4/2017 J/4/2017 520.00 2/6/2017 2/8/2017 J/4/2017 J/4/2017 520.00 2/6/2017 2/8/2017 J/4/2017 J/4/2017 <
121817 MA 121817 MA 12122292 GEC 1222292 GEC 129/2017 LEE 1/9/2017 LEE 1/1/2017 LEE 1/1/2017 LEE 1/1/2017 LEE 2/1/2017	RCE Advertising Expense RCE Professional Fees Expense Advertising Expense RCE Organizational Dues RCE Employee Training Expense RCC Professional Fees Expense RCC Professional Fees Expense RCC Professional Fees Expense RCC Professional Fees Expense RCC RCE RCF	Amou Travel & Meeting Expense Crganlizational Dues Travel & Meeting Expense Travel & Meeting Expense
	121817 MA	ADE BY CREDIT CARD MADE BY CREDIT CARD vivice Number 1/9/2017 tests SumMIT CH 20170119 1/12/2017 tests SumMIT CH 20170119 1/12/2017 tests SumMIT CH 20170119 1/12/2017 tests SumMIT CH 20170119 1/13/2017 tests SumMIT CH 20170125 1/13/2017 tests SumMIT CH 20170210 2/6/2017 tests SumMIT CH 20170227 2/3/2017 tests SumMIT CH 20170227 2

.

7 9/14/2017 CM SEIF CHAMBER LUNCH 9-15-17	9/24/2017	7 10/12/2017 JACK FELDMAN LEADERSHIP LS REGISTRATION			-					Г					2/8/2018 CM SEIF CHAMBER LUNCH 2-16-18	2/15/2018 STEVE ARBO CHAMBER LUNCH 2-16-18	3/11/2018 LPA ADVERTISMENT	3/11/2018 SOTH ANNIVERSARY	3/11/2018 SW ADVERTISMENT	3/16/2018 STEVE ARBO MONTHLY MEMBERSHIP LUNCH 3/26/18	3/19/2018 CM BINNEY LEGISLATIVE DAY IN JEFFERSON CITY 4/10/18	3/26/2018 CM FORTE CHAMBER LUNCH 3/26/18	4/2/2018	4/13/2018	4/18/2018 MPT LOPEZ CHAMBER MEMBERSHIP LUNCHEON	4/20/2018 CM BINNEY CHAMBER LEADERSHIP LS LUNCH 5-8-18				6/14/2018 MAYOR BAIRD CHAMBER LUNCH 6-15-18	7/19/2018 CM FORTE CHAMBER LUNCHEON 7-20-18	8/12/2018 MAYOR BAIRD CHAMBER LUNCH 8-17-18	8/19/2018 LS CHAMBER LUNCHEON REGISTRATION FOR RYAN ELAM		10/11/2018 MAYOR BAIRD CHAMBER LUNCH 10-19-18		10/18/2018 Department has not processed charge yet		
9/12/2017	9/21/2017	10/10/2017	11/7/2017	11/7/2017	12/13/2017	12/14/2017	12/20/2017	12/21/2017	1/5/2018	1/10/2018	1/11/2018	1/17/2018	1/18/2018	1/26/2018	2/6/2018	2/13/2018	3/6/2018	3/6/2018	3/6/2018	3/14/2018	3/17/2018	3/22/2018	3/30/2018	4/11/2018	4/16/2018	4/18/2018	4/26/2018	5/9/2018	5/15/2018	6/12/2018	7/17/2018	8/9/2018	8/17/2018	9/11/2018	10/9/2018	10/11/2018	10/16/2018		
\$20.00	\$320.00	\$600.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$40.00	\$165.00	\$20.00	\$20.00	\$325.00	\$130.00	\$20.00	\$20.00	\$981.00	\$981.00	\$981.00	\$20.00	S60.00	\$20.00	\$20.00	\$75.00	\$20.00	\$20.00	\$165.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$10.00	\$40.00	\$8,848.00	
Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Public Relations Expense	Organizational Dues	Travel & Meeting Expense	Travel & Meeting Expense	Advertising Expense	Advertising Expense	Advertising Expense	Travel & Meeting Expense	Travel & Meeting Expense	Trave! & Meeting Expense	Travel & Meeting Expense	Employee Training Expense	Travel & Meeting Expense	Travel & Meeting Expense	Organizational Dues	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	Trave! & Meeting Expense	Travel & Meeting Expense	Travel & Meeting Expense	P-Card unallocated	P-Card unallocated	Total					
9/12/2017 LEES SUMMIT CHAMBER OF CO		10/10/2017 LEES SUMMIT CHAMBER OF CO		11/7/2017 LEES SUMMIT CHAMBER OF CO		12/14/2017 LEES SUMMIT CHAMBER OF CO	12/20/2017 LEES SUMMIT CHAMBER OF CO	12/21/2017 LEES SUMMIT CHAMBER OF CO	1/5/2018 LEES SUMMIT CHAMBER OF CO	1/10/2018 LEES SUMMIT CHAMBER OF CO	1/11/2018 LEES SUMMIT CHAMBER OF CO	1/17/2018 LEES SUMMIT CHAMBER OF CO	1/18/2018 LEES SUMMIT CHAMBER OF CO	1/26/2018 LEES SUMMIT CHAMBER OF CO	2/6/2018 LEES SUMMIT CHAMBER OF CO	2/13/2018 LEES SUMMIT CHAMBER OF CO	3/6/2018 LEES SUMMIT CHAMBER OF CO	3/6/2018 LEES SUMMIT CHAMBER OF CO	3/6/2018 LEES SUMMIT CHAMBER OF CO	3/14/2018 LEES SUMMIT CHAMBER OF CO	3/17/2018 LEES SUMMIT CHAMBER OF CO	3/22/2018 LEES SUMMIT CHAMBER OF CO	3/30/2018 LEES SUMMIT CHAMBER OF CO	4/11/2018 LEES SUMMIT CHAMBER OF CO	4/16/2018 LEES SUMMIT CHAMBER OF CO	4/18/2018 LEES SUMMIT CHAMBER OF CO		5/9/2018 LEES SUMMIT CHAMBER OF CO	5/15/2018 LEES SUMMIT CHAMBER OF CO	6/12/2018 LEES SUMMIT CHAMBER OF CO	7/17/2018 LEES SUMMIT CHAMBER OF CO	8/9/2018 LEES SUMMIT CHAMBER OF CO	8/17/2018 SQ *LEE'S SUMMIT CH	9/11/2018 LEES SUMMIT CHAMBER OF CO	10/9/2018 LEES SUMMIT CHAMBER OF CO	10/11/2018 LEES SUMMIT CHAMBER OF CO	10/16/2018 LEES SUMMIT CHAMBER OF CO		
20170915	20170927	20171014	20171110	20171110	20171221	20171221	20171228	20171228	20180111	20180119	20180119	20180125	20180125	20180131	20180212	20180221	20180315	20180315	20180315	20180321	20180321	20180327	20180407	20180414	20180420	20180426	20180502	20180512	20180521	20180615	20180720	20180813	20180821	20180915	20181013		20181019		
n	6	D)	თ	თ	م	6	۵	۵	م	¢n	<i>с</i> ь	ch	6 5	۵	"	<u>م</u>	m.	л	•	Ð	đ	•	œ	đ	•		.	~	•	•	~	•	•	•	•	~	m		

\$514,570.22

Grand Total

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR MARKETING SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, Lee's Summit Chamber of Commerce, Inc. (the "Chamber") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; and,

WHEREAS, the City, by Ordinance No. 4611, did levy a license tax on certain gross receipts of hotels, motels and similar places of business, the proceeds of which were to be used to promote the general economic welfare of the City, including, but not limited to, the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors; and,

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to the Chamber as compensation for the performance of various marketing related services to be provided to the City; and,

WHEREAS, the Public Service Agreement attached hereto as Exhibit A and incorporated herein by reference as though fully set forth, outlines the scope of services expected of Chamber in exchange for payment by City, as well as various other provisions memorializing the agreement between the City and the Chamber; and,

WHEREAS, the City and the Chamber desire to enter into the Public Service Agreement in order to formalize the agreement between the parties.

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

SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit, Missouri and the Lee's Summit Chamber of Commerce for the provision of marketing services, a true and accurate copy being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved.

SECTION 2. That the City Manager is hereby authorized to execute said Public Service Agreement by and on behalf of the City.

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

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.

ORDINANCE NO. 8172

PASSED by the City Council of Lee's Summit, Missouri, this 12 day of 500, 2017.

MAG

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

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

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

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

8172

WITNESSETH:

WHEREAS, the Chamber is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City in the past; and

WHEREAS, The Lee's Summit Brand is the embodiment of how the City wants its audiences to feel about Lee's Summit. A strong brand personality allows Lee's Summit to present a clear, concise, relevant message; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate funds to the Chamber as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits from the tourism and community marketing services set forth, the Chamber and the City agree as follows:

I. SCOPE OF SERVICES TO BE PROVIDED BY CHAMBER

A. Tourism Destination Marketing

Marketing- Utilize research as the foundation for all development, execution and implementation to ensure our messaging remains relevant in positioning the City as a tourism destination, including, but without limitation to, the following:

 Enhancement and maintenance of Istourism.com – including features such as mobile accessibility, videos and interactivity for the end user; and

Benchmark Accountability Indicator: Number of hits, length of time spent on the website, clicks to social media and tourism partners.

2. Annually design, print and distribute a visitors guide, tourism brochure and a street & attractions map; and

Benchmark Accountability Indicator: Number of brochures and visitor guides distributed annually, as well as digital copy hits/clicks.

3. Research an enhanced tourism effort to fully engage Lee's Summit in recruitment, retention and promotion of the region's tourism assets; and

Benchmark Accountability Indicator: Provide a report of the research findings to the City Council's Community and Economic Development Committee no later than June 1, 2018.

4. Development, execution and placement of destination marketing materials in publications, digital media which target the community's primary and secondary audiences and continue to manage the online tourism efforts (i.e.: social media). Target our messaging platforms ensuring our messages are relevant to our intended target audience, thereby delivering the right message to the right audience: and

> **Benchmark Accountability Indicator**: Employ media measurement tools to continually monitor reach, frequency, household circulation, impressions and cost per thousand. Comparing the community's data points against other communities and industry standards.

Benchmark Accountability Indicator: Negotiate favorable rates to continue enhancing our purchasing power as a community. Demonstrate, in collective terms, the savings realized through negotiated rates versus full market rates, achieving demonstrable savings to the City. Realized savings and services must continue to exceed those of traditional third party marketing and advertising firms.

Benchmark Accountability Indicator: Qualitatively assess among community stakeholders and other city-wide event coordinators the overall impact to their respective events due to the coordinated print, digital and social media outreach.

Benchmark Accountability Indicator: The City's Hotel/Motel Bed Tax and general sales tax from restaurants will experience a collective 1% increase in receipts.

- B. Community Marketing
 - 1. Continue to ensure that City's brand messaging is steeped in research; and

Benchmark Accountability Indicator: As needed, update a quantitative research study that tracks those dimensional "benchmarks" from the North Star Study (unaided and aided awareness, attitudinal and perception reporting).

Benchmark Accountability Indicator: Every other year report outcomes of the dimensional benchmarks.

2. Continue to build private sector cooperative branding alliance opportunities; and

Benchmark Accountability Indicator: Report the number of private entities and collective dollars raised to promote the community brand annually. Baseline for future reports is July 1, 2015 – June 30, 2016.

3. Community Marketing Director will continue to work with City, DLSMS, EDC, Chamber and private sector business partners; and

Benchmark Accountability Indicator: Coordinated monthly communications will be undertaken and delivered to the chief administrative officer of each of the stakeholder entities.

4. Community Marketing Director will continue to work with the Marketing Task Force, comprised of City, DLSMS, EDC & private business representatives; and

Benchmark Accountability Indicator: Marketing Task Force will meet on a quarterly basis to provide advice and counsel to Community Marketing Director.

5. Continue tracking all available media measurements including: reach, frequency, household penetration, circulation, CPM (cost per 1000), website/ visitation duration; and

Benchmark Accountability Indicator: Report the community's data points against other communities and industry standards.

6. Continue to develop, create & revise all presentation materials as needed to include timely research finds and pockets of opportunity within the community; and

7. Continue to coordinate, concept, write and plan all community marketing materials with City, Chamber and private sector partners keeping consistency within brand standards; and

Benchmark Accountability Indicator: Demonstrate regular communication and coordinated meetings amongst city leadership, communications personnel and representatives from key stakeholders ensuring brand consistency across platforms.

8. Continue to ensure maximum impact ROI on all branding investment dollars (value added, no-charge, bonus spots, preferred position and extra inclusions); and

Benchmark Accountability Indicator: Semi-annually report the community's total value-added and no-charge components in dollars as if they were to be purchased at market rates.

9. Continue to enforce the Graphic Brand Standards which will protect our trademark and to ensure that it remains true and consistent, thereby safeguarding our investment.

Benchmark Accountability Indicator: Every other year, report any updates to the Graphic Brand Standards.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, unless notification is given of intent not to renew by either party, in writing, no less than thirty (30) days, prior to the date of automatic renewal and subject to appropriation by the City Council as contemplated herein... It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of the Chamber's performance by the City Manager. The City Manager's review shall be completed no later than April 1, 2020. To facilitate the review, the Chamber shall submit a copy of its annual budget each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager. The City Manager shall inform the Chamber by April 30 of the results of the City Manager's review.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Lee's Summit Chamber for the Services as outlined in Section I-A&B in a lump sum amount of \$157,500 at the beginning of each fiscal year. All compensation for the Services is subject to annual appropriations by the City. With the adoption of the annual City budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation at the time.

-The Chamber shall spend said sums in accordance with the budget, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

The Chamber shall permit an authorized representative of the City to inspect and audit all data and records of the Chamber related to its performance under this Agreement.

The Chamber shall submit to City an accounting of all funds spent by the Chamber for the preceding fiscal year on or before December 1 of each year.

V. SUBCONTRACTS

The Chamber and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VI. NON-DISCRIMINATION PROVISIONS

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

VII. COMPLIANCE WITH THE LAW

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

VIII. CONFLICT OF INTEREST\POLITICAL ACTIVITY

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

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

IX. INDEPENDENT CONTRACTOR

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

X. INDEMNIFICATION

The Chamber shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Chamber or its agents, employees, or subcontractors, arising out of or in any way connected with the the subject matter of this Agreement and the work and operations expressly authorized herein; provided, however, that the Chamber need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom the Chamber has contracted for additional services under the terms of the Agreement.

XI. CANCELLATION, TERMINATION OR SUSPENSION

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that the Chamber is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.
- B. In the event of such default or violation by the Chamber, the City shall send to the Chamber by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Chamber shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve the Chamber of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.

XII. NOTICE

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

Notice to the City shall be addressed to:

City Manager City of Lee's Summit 220 S.E. Green Street P.O. Box 1600 Lee's Summit, Missouri 64063

Notice to the Chamber shall be addressed to:

President Chamber of Commerce 220 S.E. Main Lee's Summit, Missouri 64063

XIII. AMENDMENTS

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

XIV. SEVERABILITY

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

XV. ENTIRE AGREEMENT

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

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

CITY OF LEE'S SUMMIT, MISSOURI Missouri constitutional charter city

Stephen A. Arbo, City Manager

LEE'S SUMMIT CHAMBER OF COMMERCE, INC. a Missouri nonprofit corporation

Timothy P. Arbeiter, President

ATTEST:

Clerk

ATTEST:

Secretary

Approved as to Form:

inil Office of the

	A	В	С	D	E		F
1	Lee's Sumn	nit Chambe	r of Comme	erce			
2	Community	y Marketing					
3	2017-2018	Proposed E	ludget		 		
4							
5	Income						
6	City PSA Fu	Inding				\$	157,500.00
7	Economic (Developme	nt Initiatives	s (City)		\$	32,000.00
8	Coopertati	ve Advertis	ng - Private	Sector		\$	50,000.00
9	Cooperativ	e Research	w/ Partner:	s		\$	14,000.00
10	LSEDC sup	port (subjec		\$	18,000.00		
11	Tourism Co	oncept Exec	ution/Supp	ort		<u>\$</u>	35,000.00
12					Total Income	\$	306,500.00
13							
14							
15	Expenses	<u> </u>					
16	Advertisin	g (Magazine	/Newspape	er/Radio/Ou	itdoor/TV)	\$	155,000.00
17	Creative D	esign				\$	20,000.00
18	Research (brand and o	ligital)			\$	34,000.00
19	Ad Special	ty				\$	10,000.00
20	Website Ir	nprovemen	ts & Mainte	enance		\$	2,500.00
21	Administra	ative				<u>\$</u>	85,000.00
22					Total Expenses	\$	306,500.00
23							
24					Net Income	\$	-

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR TOURISM SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, Lee's Summit Chamber of Commerce, Inc. (the "Chamber") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; and,

WHEREAS, the City, by Ordinance No. 4611, did levy a license tax on certain gross receipts of hotels, motels and similar places of business, the proceeds of which were to be used to promote the general economic welfare of the City, including, but not limited to, the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors; and,

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to the Chamber as compensation for the performance of various tourism services to be provided to the City; and,

WHEREAS, the Public Service Agreement attached hereto as Exhibit A and incorporated herein by reference as though fully set forth, outlines the scope of services expected of Chamber in exchange for payment by City, as well as various other provisions memorializing the agreement between the City and the Chamber; and,

WHEREAS, the City and the Chamber desire to enter into the Public Service Agreement in order to formalize the agreement between the parties.

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

SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit, Missouri and the Lee's Summit Chamber of Commerce for the provision of tourism services, a true and accurate copy being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved.

SECTION 2. That the City Manager is hereby authorized to execute said Public Service Agreement by and on behalf of the City.

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

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.

BILL NO. 17-123

ORDINANCE NO. 8173

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this <u>6</u> day of <u>Juve</u>, 2017.

Dag

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

chumpermickelianu

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

PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC AND THE CITY OF LEE'S SUMMIT, MISSOURI

This Agreement, made and entered into this 24^{th} day of ______, 2017, is by and between Lee's Summit Chamber of Commerce, Inc., a Missouri nonprofit corporation (the "Chamber"), and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (the "City").

WITNESSETH:

WHEREAS, the Chamber is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City in the past; and

WHEREAS, The Lee's Summit Brand is the embodiment of how the City wants its audiences to feel about Lee's Summit. A strong brand personality allows Lee's Summit to present a clear, concise, relevant message; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate funds to the Chamber as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits from the tourism and community marketing services set forth, the Chamber and the City agree as follows:

I. SCOPE OF SERVICES TO BE PROVIDED BY CHAMBER

A. Tourism Destination Marketing

Marketing- Utilize research as the foundation for all development, execution and implementation to ensure our messaging remains relevant in positioning the City as a tourism destination, including, but without limitation to the following:

 Enhancement and maintenance of lstourism.com – including features such as mobile accessibility, videos and interactivity for the end user; and

Benchmark Accountability Indicator: Number of hits, length of time spent on the website, clicks to social media and tourism partners.

2. Annually design, print and distribute a visitors guide, tourism brochure and a street & attractions map; and

Benchmark Accountability Indicator: Number of brochures and visitor guides distributed annually, as well as digital copy hits/clicks.

1

 Research an enhanced tourism effort to fully engage Lee's Summit in recruitment, retention and promotion of the region's tourism assets; and

Benchmark Accountability Indicator: Provide a report of the research findings to the City Council's Community and Economic Development Committee no later than June 1, 2018.

4. Development, execution and placement of destination marketing materials in publications, digital media which target the community's primary and secondary audiences and continue to manage the online tourism efforts (i.e.: social media). Target our messaging platforms ensuring our messages are relevant to our intended target audience, thereby delivering the right message to the right audience: and

> **Benchmark Accountability Indicator**: Employ media measurement tools to continually monitor reach, frequency, household circulation, impressions and cost per thousand. Comparing the community's data points against other communities and industry standards.

Benchmark Accountability Indicator: Negotiate favorable rates to continue enhancing our purchasing power as a community. Demonstrate, in collective terms, the savings realized through negotiated rates versus full market rates, achieving demonstrable savings to the City. Realized savings and services must continue to exceed those of traditional third party marketing and advertising firms.

Benchmark Accountability Indicator: Qualitatively assess among community stakeholders and other city-wide event coordinators the overall impact to their respective events due to the coordinated print, digital and social media outreach.

Benchmark Accountability Indicator: The City's Hotel/Motel Bed Tax and general sales tax from restaurants will experience a collective 1% increase in receipts.

B. Community Marketing:

1. Continue to ensure that City's brand messaging is steeped in research; and

Benchmark Accountability Indicator: As needed, update a quantitative research study that tracks those dimensional "benchmarks" from the North Star Study (unaided and aided awareness, attitudinal and perception reporting).

Benchmark Accountability Indicator: Every other year report outcomes of the dimensional benchmarks.

2. Continue to build private sector cooperative branding alliance opportunities; and

Benchmark Accountability Indicator: Report the number of private entities and collective dollars raised to promote the community brand annually. Baseline for future reports is July 1, 2015 – June 30, 2016.

3. Community Marketing Director will continue to work with City, DLSMS, EDC, Chamber and private sector business partners; and

Benchmark Accountability Indicator: Coordinated monthly communications will be undertaken and delivered to the chief administrative officer of each of the stakeholder entities.

4. Community Marketing Director will continue to work with the Marketing Task Force, comprised of City, DLSMS, EDC & private business representatives; and

Benchmark Accountability Indicator: Marketing Task Force will meet on a quarterly basis to provide advice and counsel to Community Marketing Director.

5. Continue tracking all available media measurements including; reach, frequency, household penetration, circulation, CPM (cost per 1000), website/ visitation duration; and

Benchmark Accountability Indicator: Report the community's data points against other communities and industry standards.

6. Continue to develop, create & revise all presentation materials as needed to include timely research finds and pockets of opportunity within the community; and

7. Continue to coordinate, concept, write and plan all community marketing materials with City, Chamber and private sector partners keeping consistency within brand standards; and

Benchmark Accountability Indicator: Demonstrate regular communication and coordinated meetings amongst city leadership, communications personnel and representatives from key stakeholders ensuring brand consistency across platforms.

8. Continue to ensure maximum impact ROI on all branding investment dollars (value added, no-charge, bonus spots, preferred position and extra inclusions); and

Benchmark Accountability Indicator: Semi-annually report the community's total value-added and no-charge components in dollars as if they were to be purchased at market rates.

9. Continue to enforce the Graphic Brand Standards which will protect our trademark and to ensure that it remains true and consistent, thereby safeguarding our investment.

Benchmark Accountability Indicator: Every other year, report any updates to the Graphic Brand Standards.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, unless notification is given of intent not to renew by either party in writing, no less than thirty (30) days, prior to the date of automatic renewal, and subject to appropriation by the City Council as contemplated herein. It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of the Chamber's performance by the City Manager. The City Manager's review shall be completed no later than April 1, 2020. To facilitate the review, the Chamber shall submit a copy of its annual budget each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager. The City Manager shall inform the Chamber by April 30 of the results of the City Manager's review.

III. COMPENSATION AND METHOD OF PAYMENT

The City hereby agrees to compensate the Lee's Summit Chamber for the Services as outlined in Section I-A&B in a lump sum amount of \$51,043 at the beginning of each fiscal year. All compensation for the Services is subject to annual appropriations by the City. With the adoption of the annual City budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation at the time.

-The Chamber shall spend said sums in accordance with the budget, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

The Chamber shall permit an authorized representative of the City to inspect and audit all data and records of the Chamber related to its performance under this Agreement.

The Chamber shall submit an accounting to City of all funds spent by the Chamber for the preceding fiscal year on or before December 1 of each year.

V. SUBCONTRACTS

The Chamber and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VI. NON-DISCRIMINATION PROVISIONS

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

VII. COMPLIANCE WITH THE LAW

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

VIII. CONFLICT OF INTEREST/POLITICAL ACTIVITY

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

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

IX. INDEPENDENT CONTRACTOR

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

X. INDEMNIFICATION

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

liable or responsible in any manner to any subcontractor with whom the Chamber has contracted for additional services under the terms of the Agreement.

XI. CANCELLATION, TERMINATION OR SUSPENSION

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that the Chamber is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.
- B. In the event of such default or violation by the Chamber, the City shall send to the Chamber by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Chamber shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve the Chamber of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.

XII. NOTICE

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

Notice to the City shall be addressed to:

City Manager City of Lee's Summit 220 S.E. Green Street P.O. Box 1600 Lee's Summit, Missouri 64063

Notice to the Chamber shall be addressed to:

President Chamber of Commerce 220 S.E. Main Lee's Summit, Missouri 64063

XIII. AMENDMENTS

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

XIV. SEVERABILITY

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

XV. ENTIRE AGREEMENT

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

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

CITY OF LEE'S SUMMIT, MISSOURI Missouri constitutional charter city

Stephen A. Arbo, City Manager

ATTEST:

Denise R. Chisum, City Clerk

ATTEST:

COMMERCE, INC.

Secretary

LEE'S SUMMIT CHAMBER OF

a Missouri nonprofit corporation

beiter

Approved as to Form:

Office of the City Attorney	
Office of the City Attorney	

Lee's Sumn	nit Chambe	r of Comme	rte	· · · ·		
Tourism Bu	Idget				 _	
2017-2018	Proposed	Budget				
Income						
City Fundin	g				\$	51,043.00
Chamber F						
Salary/E	Benefits for	Chamber St	aff membe	rs	\$	35,000.00
		e Net Incom			\$	4,000.00
		-	To	otal Income	\$	90,043.00
· · · ·		<u> </u>		[
Expenses	[1	
	for Comm	unity Marke	ting		\$	35,000.00
		amber Staff			\$	35,000.00
	ip Dues (N				\$	500.00
Website & Technology Improvements & Maint.						4,000.00
Printing & Distribution (Visitors Guide, Brochure, Calendars)					\$	14,000.00
·	ous Expen				\$	1,543.00
			Tot	al Expenses	\$	90,043.00
				Net Income	\$	

. • .

Packet Information

File #: TMP-1068, Version: 1

An Ordinance approving the Award of Bid No. 2019-016 for Tow Services for a one-year term with up to four, one-year renewals to Ron's Auto & Truck Towing, LLC, and authorizing the City Manager to execute the same by and on behalf of the City.

Issue/Request:

Request to approve and forward to city council an ordinance for approval the award of Bid No. 2019-016 for a contract with a one-year term with up to four, one-year renewals for tow services on an as needed basis to Ron's Auto & Truck Towing, LLC and authorizing the City Manager to execute the same by and on behalf of the City.

Key Issues:

- Provision of city ordered tow services establishes a tow services contract which not only provides services for City owned vehicles but is also utilized by the Police Department in case of traffic related incidences.
- The contract establishes firm rates for tow services provided as well as an agreed upon response time.
- Citizens of Lee's Summit and/or travelers through Lee's Summit may take advantage of established rates if they do not have a tow service provider preference and the request for service is made by LSPD.
- The contract also aids in reducing predatory tow practices.
- Procurement & Contract Services issued Bid No. 2019-016, with a due date of October 26, 2018. The bid was posted on the City's e-bidding service Public Purchase as well as the City's internet. Nineteen potential vendors were notified and six bids were received. All respondents' tow lots were located within the established twenty mile radius from City Hall that was a bid requirement determined by the Tow Committee.
- The Tow Committee met on November 6 to consider the recommendation of the evaluation team, and voted unanimously to support the recommendation and present it to the Public Safety Advisory Board.
- The recommended bid award from the Tow Committee was presented to the Public Safety Advisory Board (PSAB) at the November 20, 2018 meeting.
- Several concerns were raised by bidders at the PSAB meeting regarding compliance of the recommended bid award. City staff visited the site of the tow lot used by the recommended bidder on November 21 and verified compliance with the specifications of the bid.
- Upon the recommendation from the Tow Committee, the Public Safety Advisory Board recommends awarding the contract to Ron's Auto & Truck Towing, LLC.

Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance approving the award of Bid No. 2019-016 for tow services for a one-year term with up to four, one-year renewals to Ron's Auto & Truck Towing,

File #: TMP-1068, Version: 1

LLC, and authorizing the City Manager to execute the same by and on behalf of the City.

B<u>ackground:</u>

The Tow Committee was originally formed on May 10, 1977 per Resolution No. 77-14 as a subcommittee of the Public Safety and Advisory Board. Since its original creation, the duties of the Tow Committee have evolved pursuant to resolutions passed by the City Council. Currently, the Tow Committee receives and reviews citizen complaints regarding police ordered tows, evaluates the tow company used by the City, and provides input and evaluates City bids for tow services.

In 2017, the City issued Bid No. 2018-001 with the intent of awarding a contract with a one-year term with up to four, one-year renewals. Based on an evaluation of all bids received in response to Bid No. 2018-001, the City recommended awarding the contract to Ron's Auto & Truck Towing, LLC. The City Council awarded the bid to Ron's Auto & Truck Towing, LLC, but amended the contract to a one-year term and asked City staff to re-bid the contract, which the City did through Bid No. 2019-016.

Bette Wordelman, Finance Director

City staff recommends approval of an ordinance approving the award of Bid No. 2019-016 for a contract with a one-year term with up to four, one-year renewals for tow services on an as needed basis to Ron's Auto & Truck Towing, LLC and authorizing the City Manager to execute the same by and on behalf of the City.

The City of Lee's Summit's Tow Committee voted unanimously (3-0) to recommend to City Council approval of an ordinance approving the award of Bid No. 2019-016 for a contract with a one-year term with up to four, one-year renewals for tow services on an as needed basis to Ron's Auto & Truck Towing, LLC and authorizing the City Manager to execute the same by and on behalf of the City.

The Public Safety Advisory Board voted unanimously by those present (8-0) to recommend to City Council approval of an ordinance approving the award of Bid No. 2019-016 for a contract with a one-year term with up to four, one-year renewals for tow services on an as needed basis to Ron's Auto & Truck Towing, LLC and authorizing the City Manager to execute the same by and on behalf of the City.

AMENDED BILL NO.

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2019-016 FOR TOW SERVICES FOR A ONE-YEAR TERM WITH UP TO FOUR, ONE-YEAR RENEWALS TO RON'S AUTO & TRUCK TOWING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit ("City"), through the Procurement and Contract Services Division, issued Bid No. 2019-016 for tow services on an as needed basis for City-owned vehicles and use by the Police Department during traffic related incidents; and,

WHEREAS, Bid No. 2019-016 was advertised through the City's e-procurement system, Public Purchase, and sent to nineteen (19) potential bidders; and,

WHEREAS, as of the close of the period for submission of bids, a total of six tow company submitted bids; and,

WHEREAS, based upon the evaluation of bid responses, as well as the comparative cost analysis conducted by the Procurement and Contract Services Division, the project evaluation committee recommended awarding Bid No. 2019-016 to Ron's Auto & Truck Towing, LLC.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the award of Bid No. 2019-016 for towing services to Ron's Auto & Truck Towing, LLC.

SECTION 2. The Agreement by and between the City and Ron's Auto & Truck Towing, LLC, generally for the provision of tow services on an as needed basis as described in Bid No. 2019-016, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference be and is hereby approved, and the City Manager is hereby authorized to execute such Agreement by and on behalf of the City.

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

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

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

ATTEST:

Mayor William A. Baird

City Clerk Trisha Fowler Arcuri

AMENDED BILL NO.

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:

Chief Counsel of Management and Operations Daniel R. White



THIS CONTRACT, made this _____ day of _____ 20___, is herein called Yearly Contract for City Ordered Tow Services as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Ron's Auto & Truck Towing, LLC, (hereinafter "Supplier").

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

WHEREAS, Supplier did on the 26th day of October, 2018, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

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

- 1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
- 2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
- 3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
- 4. That this Contract shall be effective on the 1st day of February 2019, Bid No. 2019-016, Contract period from February 1, 2019 to January 31, 2020. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-016; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
- 5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
- 6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.
- 7. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Bid Number: Specifications: General Conditions: Special Attachments	2019-016 :	Dated: Dated:	10.26.2018	Pages Pages Pages	01 07 18	through through through	22 11 22
Stephen A. Arbo, City Mar	lager	Date			Company	Name	
ATTESTED:							
					Company	Authorized Sig	gnature
Office of the City Clerk							
					Title		Date
APPROVED AS TO FORM							
					Type or P	rint the Name	of Authorized Person
Office of the City Attorney							

CITY OF LEE'S SUMMIT PROCUREMENT AND CONTRACT SERVICES DIVISION Evaluation Criteria Composite Score Sheet

PROJECT: TOW SERVICES BID NO: 2019-016

	50 Point Item	20 Point Item	10 Point Item				[FIRM	FIRM	FIRM	FIRM	FIRM	FIRM
Outstanding Exceeds Acceptable Acceptable Marginal	37-50 25-36 13-24 0 - 12	16-20 11-15 6-10 0-5	9-10 6-8 3-5 0 - 2		Pts	# Mmbrs	Max Pts	Elite Tow	Fleming Auto	Jim's Tow	Lazer-Pipes	Ron's Auto	Santa Fe Tow
1. Service Costs-Pricing the best interest of the				rvices that are determined to be in d.	50	2	100	65	50	75	45	100	70
			•	ength of time the company has been nance history, and references.	20	2	40	20	26	30	32	36	40
3.Tow Lot Proximity: Co proximity to the City of		l be given to t	hose firms wh	ose tow lots are located in closer	10	2	20	20	13	19	14	15	16
4.Personnel Qualification be carrying out contract		on will be giv	en to the qual	fications of the personnel who will	10	2	20	20	20	20	20	20	20
5. Equipment: Consider be utilized in performin		,,	e, capability o	and condition of the equipment to	10	2	20	15	18	18	20	18	20
					100		200	140	127	162	131	189	166

* Proximity was determined by utilizing Map Quest to determine the number of miles from Lee's Summit City Hall to the address stated on the offeror's bid.

All Tow Lots identified in the responses were within the stipulated 20 mile radius.

This is the unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received Bid Number: 2019-016

Bid Opening: 10.26.2018 @ 3:00 PM

			Elite Tow		Fleming Auto	
Item:	Est. Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1. Normal Recovery						
Vehicles up to ¾ Ton	600	Each	\$125.00	\$75,000.00	\$90.00	\$54,000.00
Vehicles ¾ Ton to 26,000 Pounds	270	Each	\$185.00	\$49,950.00	\$125.00	\$33,750.00
Vehicles Over 26,000 Pounds		Each	\$300.00		\$225.00	
2. Special Recovery	100	Each	\$50.00	\$5,000.00	\$75.00	\$7,500.00
3. Re-delivery	30	Each	\$100.00	\$3,000.00	\$90.00	\$2,700.00
4. Winching	120	Min	\$75.00	\$9,000.00	\$110.00	\$13,200.00
Hourly Charge After First 30 Minutes		Hrly	\$75.00		\$75.00	
5. Dollie Service (per application)	100	Each	\$75.00	\$7,500.00	\$50.00	\$5,000.00
6. Tire Changes	10	Each	\$75.00	\$750.00	\$65.00	\$650.00
7. Covering Vehicle	20	Each	\$0.00	\$0.00	\$35.00	\$700.00
8. Jump Starts	50	Each	\$75.00	\$3,750.00	\$65.00	\$3,250.00
9. Unlocking Vehicles	50	Each	\$75.00	\$3,750.00	\$65.00	\$3,250.00
10. Mileage Charges (avg 10mi/trip)						
Vehicles Up to ¾ Ton – per Loaded Mile	715	Mile	\$3.00	\$2,145.00	\$4.00	\$2,860.00
Vehicles Over ¾ Ton – per Loaded Mile	715	Mile	\$4.00	\$2,860.00	\$5.00	\$3,575.00
11. Add'l Trips (after-hours release)	45	Each	\$75.00	\$3,375.00	\$65.00	\$2,925.00
12. Storage Days						
Vehicles Up to ¾ Ton	1421	Day	\$45.00	\$63,945.00	\$40.00	\$56,840.00
Vehicles Over ¾ Ton	1421	Day	\$45.00	\$63,945.00	\$65.00	\$92,365.00
13. Waiting Time						
Vehicles Up to ¾ Ton	3	Hour	\$60.00	\$180.00	\$65.00	\$195.00
Vehicles Over ¾ Ton	3	Hour	\$60.00	\$180.00	\$100.00	\$300.00
14. Cancellation by the City						
Vehicles Up to ¾ Ton – per Loaded Mile	2	Each	\$0.00	\$0.00	\$0.00	\$0.00
Vehicles Over ¾ Ton – per Loaded Mile	2	Each	\$0.00	\$0.00	\$0.00	\$0.00
15. Drive Line Disconnect/Reconnect	20	Each	\$25.00	\$500.00	\$40.00	\$800.00
16. Certified Letters to Vehicle Owners	1	Each	na	na		\$0.00
17. Add'l Equipment/Services						
	Desc	ription	City vehicles up to ¾ ton in City Limits	\$65.00	65 ton rotator	\$550/hr
	Desc	ription	City vehicles ¾ ton to 26,000 GVW in City Limits	\$85.00	Skidsteer/Loader	\$125/hr
			City vehicles 26,000 GVW and up in City Limits	\$125.00	Landoll/Dump/Van Trailers	\$225/hr
			Mileage outside City Limits on all City vehicles	\$3.00	Excavator	\$200/hr
Dispatch/Towing Software	Dese	inperori		<i></i>		9200/m
Company/S	Software	Name:	TowBook		Tops	
		iption:			Dispatch/Inventory	
	Web A	•			towexchange.net	
Ability to provide reports based on the tow ticket example a					yes	
Towing company will provide the storage of vehicle at: Tow Lot Address:				613 SE Industrial Drive, BSMO		
Lot Size-Square Fee			37000 SF			
Tow Lot located within twenty (20) r	•			yes		
Notes:			,		,	
10(0).						

This is the unofficial bid tabulation and only reflects the reading of the bids and not Bid Number: 2019-016

Bid Opening: 10.26.2018 @ 3:00 PM

			Jim's Tow		Lazer-Pipes		
Item:	Est. Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	
1. Normal Recovery							
Vehicles up to ¾ Ton	600	Each	\$70.00	\$42,000.00	\$150.00	\$90,000.00	
Vehicles ¾ Ton to 26,000 Pounds	270	Each	\$85.00	\$22,950.00	\$150.00	\$40,500.00	
Vehicles Over 26,000 Pounds		Each	\$120.00		\$375.00		
2. Special Recovery	100	Each	\$100.00	\$10,000.00	\$75.00	\$7,500.00	
3. Re-delivery	30	Each	\$70.00	\$2,100.00	\$125.00	\$3,750.00	
4. Winching	120	Min	\$25.00	\$3,000.00	\$60.00	\$7,200.00	
Hourly Charge After First 30 Minutes		Hrly	\$120.00	. ,	\$120.00	. ,	
5. Dollie Service (per application)	100	Each	\$50.00	\$5,000.00	\$50.00	\$5,000.00	
6. Tire Changes	10	Each	\$75.00	\$750.00	\$75.00	\$750.00	
7. Covering Vehicle	20	Each	\$25.00	\$500.00	\$25.00	\$500.00	
8. Jump Starts	50	Each	\$60.00	\$3,000.00	\$65.00	\$3,250.00	
9. Unlocking Vehicles	50	Each	\$60.00	\$3,000.00	\$75.00	\$3,750.00	
10. Mileage Charges (avg 10mi/trip)			+	+=,====	+	+ =): = = = = =	
Vehicles Up to ¾ Ton – per Loaded Mile	715	Mile	\$4.00	\$2,860.00	\$4.00	\$2,860.00	
Vehicles Over ¾ Ton – per Loaded Mile		Mile	\$4.00	\$2,860.00	\$6.00	\$4,290.00	
11. Add'l Trips (after-hours release)	45	Each	\$40.00	\$1,800.00	\$0.00	\$0.00	
12. Storage Days	15	24011	¥ 10100	<i><i><i>ϕ</i>₂,000100</i></i>		çoloo	
Vehicles Up to ¾ Ton	1421	Day	\$40.00	\$56,840.00	\$45.00	\$63,945.00	
Vehicles Over ¾ Ton		Day	\$40.00	\$56,840.00	\$50.00	\$71,050.00	
13. Waiting Time	1721	Duy	Ş+0.00	<i>\$30,040.00</i>	ç50.00	<i>\$11,030.00</i>	
Vehicles Up to ¾ Ton	3	Hour	\$60.00	\$180.00	\$120.00	\$360.00	
Vehicles Op to ¼ Ton Vehicles Over ¾ Ton	3	Hour	\$60.00	\$180.00	\$120.00	\$360.00	
14. Cancellation by the City	5	noui	\$00.00	\$100.00	\$120.00	\$300.00	
Vehicles Up to ¾ Ton – per Loaded Mile	2	Each	\$0.00	\$0.00	\$0.00	\$0.00	
Vehicles Over ¾ Ton – per Loaded Mile		Each	\$0.00	\$0.00	\$0.00	\$0.00	
15. Drive Line Disconnect/Reconnect	20	Each	\$50.00	\$1,000.00	\$50.00	\$1,000.00	
16. Certified Letters to Vehicle Owners	1	Each	\$30.00	\$1,000.00	\$30.00	\$1,000.00	
17. Add'l Equipment/Services	L L	Lacii		\$0.00		Ş0.00	
17. Add i Equipment/Services	Desc	rintion	14000 lb Dump Trailer	\$75/hr	Tractor/Trailer	\$175/hr/2 hr min	
						31/3/11/2 11 11111	
		•	BobCat/Skidsteer	\$75/hr			
	Desc	ription					
	Desc	ription					
Dispatch/Towing Software							
Company/	Software	Name:	TowBook		towXchange		
Description:			Tow/Impound/Vehicle Track/	Report	dispatch/comm/record	d/GPS	
Web Address			towbook.com		towxchange.net		
Ability to provide reports based on the tow ticket example attached? Y or N			yes		yes		
Towing company will provide the storage of vehicle at: Tow Lot Address:			12 SE 16th Street, LSMC)	4100 Main Street, Grandview, MO		
Lot Size-Square Feet			19000 SF		105000 SF		
Tow Lot located within twenty (20)	miles of Ci	ty Hall	yes		yes		
Notes:			*15% disc normal recovery on city ov	vned vehicles			

This is the unofficial bid tabulation and only reflects the reading of the bids and not Bid Number: 2019-016

Bid Opening: 10.26.2018 @ 3:00 PM

bid Opening. 10.20.2010 @ 5.00 PM			Ron's Auto		Santa Fe Tow		
Item:	Est. Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	
1. Normal Recovery							
Vehicles up to ¾ Ton	600	Each	\$60.00	\$36,000.00	\$105.00	\$63,000.00	
Vehicles ¾ Ton to 26,000 Pounds	270	Each	\$60.00	\$16,200.00	\$135.00	\$36,450.00	
Vehicles Over 26,000 Pounds		Each	\$100.00		\$250.00		
2. Special Recovery	100	Each	\$100.00	\$10,000.00	\$50.00	\$5,000.00	
3. Re-delivery	30	Each	\$100.00	\$3,000.00	\$105.00	\$3,150.00	
4. Winching	120	Min	\$75.00	\$9,000.00	\$75.00	\$9,000.00	
Hourly Charge After First 30 Minutes		Hrly	\$100.00	. ,	\$150.00	. ,	
5. Dollie Service (per application)	100	Éach	\$50.00	\$5,000.00	\$45.00	\$4,500.00	
6. Tire Changes	10	Each	\$50.00	\$500.00	\$75.00	\$750.00	
7. Covering Vehicle	20	Each	\$0.00	\$0.00	\$25.00	\$500.00	
8. Jump Starts	50	Each	\$50.00	\$2,500.00	\$75.00	\$3,750.00	
9. Unlocking Vehicles	50	Each	\$50.00	\$2,500.00	\$75.00	\$3,750.00	
10. Mileage Charges (avg 10mi/trip)		Luch	\$30.00	<i>q</i> 2 ,000.00	ç, 3.00	<i>\$3,730.00</i>	
Vehicles Up to ¾ Ton – per Loaded Mile	715	Mile	\$3.00	\$2,145.00	\$4.00	\$2,860.00	
Vehicles Over ¾ Ton – per Loaded Mile	715	Mile	\$3.00	\$2,145.00	\$5.00	\$3,575.00	
11. Add'l Trips (after-hours release)	45	Each	\$50.00	\$2,250.00	\$0.00	\$0.00	
12. Storage Days	45	Lach	\$50.00	92,230.00	\$0.00	Ş0.00	
Vehicles Up to ¾ Ton	1421	Day	\$35.00	\$49,735.00	\$30.00	\$42,630.00	
Vehicles Over ¾ Ton		Day	\$35.00	\$49,735.00	\$65.00	\$92,365.00	
13. Waiting Time	1421	Day	\$55.00	\$49,755.00	\$65.00	\$92,505.00	
Vehicles Up to ¾ Ton	3	Hour	\$50.00	\$150.00	\$100.00	\$200.00	
Vehicles Op to % Ton Vehicles Over ¾ Ton		Hour	\$50.00	\$150.00	\$100.00 \$100.00	\$300.00 \$300.00	
	3	пош	\$50.00	\$120.00	\$100.00	\$0.00	
14. Cancellation by the City	2	Fach	¢0.00	¢0.00	¢0.00	\$0.00	
Vehicles Up to ¾ Ton – per Loaded Mile	2	Each	\$0.00	\$0.00	\$0.00		
Vehicles Over ¾ Ton – per Loaded Mile	2	Each	\$0.00	\$0.00	\$0.00	\$0.00	
15. Drive Line Disconnect/Reconnect	20	Each	\$50.00	\$1,000.00	\$35.00	\$700.00	
16. Certified Letters to Vehicle Owners	1	Each		\$0.00		\$0.00	
17. Add'l Equipment/Services				675.00		6450/	
		ription	Skidsteer	\$75.00	BobCat	\$150/hr	
	Desc	ription			Fuel Pump Truck	\$150/hr	
	Desc	ription			Landoll Truck	\$175/hr	
	Desc	ription			Rotator	\$650/hr	
Dispatch/Towing Software						+ • • • • • • • •	
Company/S	Software	Name:	Tracker Manageme	nt	Traker		
		iption:	Dispatch/GPS		Traker T11		
	Web A	•	trackermanagement.	rom	santafetowservice.c	om	
Ability to provide reports based on the tow ticket example a			yes		yes		
Towing company will provide the storage of vehicle at: Tow Lot Address:		33811 E US Hwy 50, LSMO		yes 3280 SW US 40 Hwy			
Lot Size-Square Feet		33811 E US HWY 50, LSNIO 33000 SF		65000 SF			
Tow Lot located within twenty (20) r			yes		yes		
Notes:			ycs		* free for kids & pe	ts	

Compliance with Bid Section 4.16 Tow Lot

	Ron's Auto & Truck towing Physical Address:	
	33811 E. US Hwy 50 Lee's Summit, MO 64086	In Compliance:
4.16.1	The Tow Lot shall be a sole-use facility (used only for towing).	Y
4.16.2	The Tow Company shall currently own or lease and maintain a Tow storage lot in compliance with requirements stipulated in paragraph 4.16 above.	Y
4.16.3	Storage. Outside storage of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles, and pick-up trucks up to and including ¾ ton. A separate storage charge per day for a vehicle and trailer towed together will apply. The separate storage charge for the trailer shall be clearly identified on the same tow ticket as the vehicle (One full calendar day or any part thereof). Storage rates may be different for vehicles up to ¾ ton and those over ¾ ton. The City will not be responsible for storage fees on any impounded vehicle on which the Police Department has placed a hold. However, this does not preclude the Towing Company from charging the owner of the vehicle the standard rates established by this contract. The City will not pay storage fees on any City owned vehicle.	Y
4.16.4	The Tow Lot shall be clearly marked and identified by approved exterior signage as the location of the Tow Lot.	Y
4.16.5	The minimum lot size of the Tow Lot shall be able to hold approximately eighty (80) vehicles).	Y
4.16.6	The Tow Lot shall be hard-surfaced (asphalt or concrete).	Y
4.16.7	Vehicles stored in the Tow Lot shall be arranged in rows and not stacked upon one another.	Y
4.16.8	The Tow Lot shall not be located in a 100 year flood plain.	Y
4.16.9	The Towing Company's office shall be open from at least 8:00 a.m. to 6:00 p.m., Monday through Friday.	Y
4.16.10	The Towing Company's office shall have secure, on-site storage for tow records.	Y
4.16.11	The Towing Company's office shall have 24-hour dispatch service and software, and GPS tracking of tow vehicles.	Y
4.16.12	Towing Company shall have personnel on the Tow Lot available to provide the release of vehicles and/or personal property contained in vehicles and to accompany the owner/driver and/or insurance adjusters to vehicles during the hours specified in this contract.	Y
4.16.13	Except as provided in § 304.155, RSMo, the Towing Company shall release personal property from a towed vehicle to the owner of the towed vehicle during normal business hours at the owner's request and at no additional charge. For the purposes of this Contract, personal property shall be defined as items necessary to meet personal needs, but shall not include other personal property such as equipment or tools. When personal property release is in question, the Towing Company shall contact the Police Department for instruction prior to releasing personal property.	
4.16.14	Towing Company shall also post at the office of the Tow Lot and at the Police Department a telephone number for the public where Towing Company can be reached on weekends and holidays, between the hours of 8:00 a.m. and 6:00 p.m. Any release of vehicles or personal property outside of normal business hours (8:00 a.m. to 6:00 p.m. Monday through Friday) may incur additional charges. The posting at the Towing Company's office shall be in such a location that it can be read by the public when the Towing Company's office is either open or closed.	Y
4.16.15	Towing Company agrees to provide access to the Tow Lot by City employees on a twenty-four (24) hour basis, seven (7) days per week without charge to the City.	Y

Bette Wordelman

From:	Bette Wordelman
Sent:	Wednesday, November 21, 2018 4:37 PM
То:	Teresa Treece
Cc:	Fred Pickard; Ken Davis; James Pryde; DeeDee Tschirhart
Subject:	tow committee compliance report
Attachments:	Compliance info for Ron's tow lot.pdf

DeeDee Tschirhart, Acting Procurement Manager, and I visited the site of Ron's Tow lot at 33811 E US Hwy 50 at approximately 1:30 p.m. today. We measured the area of the asphalt lot and made observations of the required signage, software, and other requirements.

Attached is the compliance checklist for the Tow Contract as it relates to Ron's Tow lot. The two primary concerns discussed at the Public Safety Advisory Board meeting on November 20 were about the hard surface of the lot and the capacity to hold approximately 80 vehicles. As you can see on the attached diagram, the asphalt portion of the lot is 18,425 square feet. With the average sedan having a footprint of around 60 square feet, there appears to be more than adequate space for the placement of 80 vehicles on the asphalt surface. While it is true that the entire fenced lot area is not asphalt, the surface area that is asphalt provides adequate space for compliance with the specifications.

The attached Mapquest page also demonstrates that the lot is approximately 11.38 total miles from Lee's Summit City Hall, well within the 20 mile requirement.

Please notify DeeDee or myself if you need any further information to satisfy the needs of the Tow Committee or the Public Safety Advisory Board. Unless we hear something to the contrary by November 30, we will proceed with the recommendation of the PSAB to the Finance and Budget Committee and City Council to award the contract for Bid 2019-016 Tow Services to Ron's Tow for one year with four additional one-year renewal periods beginning February 1, 2019. Thanks for your assistance and support.

	Ron's Auto: & Truck fowing Physical Address 33811E. US Hwy 50 Lee's Summit, MO 64086	la Consultance
4.16.1	The Tow Lot shall be a sole-use facility (used only for towing).	
4.16.2	The Tow Company shall currently own or lease and maintain a Tow storage lot in compliance with requirements stipulated in paragraph 4.16 above.	- >
4.16.3	Storage. Outside storage of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles, and pick-up trucks up to and including ¾ ton. A separate storage charge per day for a vehicle and trailer towed together will apply. The separate storage charge for the trailer shall be clearly identified on the same tow ticket as the vehicle (One full calendar day or any part thereof). Storage rates may be different for vehicles up to ¾ ton and those over ¾ ton. The City will not be responsible for storage fees on any impounded vehicle on which the Police Department has placed a hold. However, this does not preclude the Towing Company from charging the owner of the vehicle the standard rates established by this contract. The City will not pay storage fees on any impounded vehicle on which the Police Department has placed a hold. However, this does not preclude the Towing Company from charging the owner of the vehicle the standard rates established by this contract. The City will not pay storage fees on any impounded vehicle on which the Police Department has placed a hold. However, this does not preclude the Towing Company from charging the owner of the vehicle the standard rates established by this contract. The City will not pay storage fees on any City owned vehicle.	~
4.16.4	The Tow Lot shall be clearly marked and identified by approved exterior signage as the location of the Tow Lot.	٨
4.16.5	The minimum lot size of the Tow Lot shall be able to hold approximately eighty (80) vehicles).	٨
4.16.6	The Tow Lot shall be hard-surfaced (asphalt or concrete).	٨
4.16.7	Vehicles stored in the Tow Lot shall be arranged in rows and not stacked upon one another.	٨
4.16.8	The Tow Lot shall not be located in a 100 year flood plain.	Y
4.16.9	The Towing Company's office shall be open from at least 8:00 a.m. to 6:00 p.m., Monday through Friday.	Y
4.16.10	The Towing Company's office shall have secure, on-site storage for tow records.	٢
4.16.11	The Towing Company's office shall have 24-hour dispatch service and software, and GPS tracking of tow vehicles.	٢
4.16.12	Towing Company shall have personnel on the Tow Lot available to provide the release of vehicles and/or personal property contained in vehicles and to accompany the owner/driver and/or insurance adjusters to vehicles during the hours specified in this contract.	٢
4.16.13	Except as provided in § 304.155, RSMo, the Towing Company shall release personal property from a towed vehicle to the owner of the towed vehicle during normal business hours at the owner's request and at no additional charge. For the purposes of this Contract, personal property shall be defined as items necessary to meet personal needs, but shall not include other personal property such as equipment or tools. When personal property release is in question, the Towing Company shall contact the Police Department for instruction prior to releasing personal property.	λ.
4.16.14		. .
4,16.15		~

220 SE Green St, Lees Summit, MO 64063 to 33811 E US Highway 50, Lees Summit, MO 64086-9175 D...

338	YOUR TRIP TO: 33811 E US Highway 50, Lees Summit, MO 54085-9175	
13	13 Min 11.4 Mi 🔁	
щ	Est. fuel cast: \$1.02	
71 21	Trip time based on traffic conditions as of 18:35 AM on November	Print a full health report of your car with HUM vehicle diagnostics (800) g05-2501
()		
t	2. Take the 1st left onto SE 3rd SL	0.05-(ota)-miles
	If you are on SE Green St and reach SE Johnson St you've gone a little too far.	e a little too far.
î	3. Turn right onto SE State Route 291/MO-291. Continue to follow MO-291.	olow MO-291.
-	MO-291 is 0.1 miles past SE Independence Ave.	
		1-59401al miles
갧	 Merge onto US-50 E via the ramp on the left toward Sedalla if you reach SE Oldham Pkwy you've gone a little too far. 	13.
1	5. Turn right onto S Hutt Rd. S Hutt Rd is 0.8 miles past Lakota Ln.	
		14.27-40tal-miles
Ĺ	 Take the 1st right onto E US Highway 50. If you reach E Outer Belt Rd you've gone about 0.5 miles too far. 	·
۵	7. 33811 E US Highway 50, Lees Summit, MO 64086-9175, 33811 E US HKCHWAY 50 is on the left.	3811 E US
	If you reach the end of E US Highway 50 you've gone about 0.1 miles too far.	miles too far.
Lise a	Use of directions and maps is subject to our <u>Torms of Use</u> . We don't guarantee accuracy, route conditions or usability. You assume all rick of use	route conditions or usability. You assume all rick of use.

,

https://www.mapquest.com/directions/list/1/us/mo/lees-summit/64063/220-se-green-st-38.913813,-94.375... 11/21/2018

N to S 1351 Rom's Tow 151 EtoW 18,425 49 # 151' Asphalt poiti 6 i. -56 35 951

Packet Information

File #: TMP-1079, Version: 1

An Ordinance approving a Sole Source Enterprise Agreement with Environmental Systems Research Institute, Inc. for unlimited licensing and software maintenance services; and authorizing the City Manager to enter into and execute an agreement for the same on behalf of the City of Lee's Summit, Missouri.

Key Issues:

-The City's existing maintenance costs for its Geographic Information Systems (GIS) software provided by Environmental Systems Research Institute, Inc. ("ESRI") will approach \$50,000 annually with upcoming projects currently approved.

-The proposed enterprise agreement ("EA") with ESRI provides the City with three years of fixed pricing.

-The EA will allow the City to expand the use of the City's GIS mapping data without additional licensing costs.

-The additional licensing will allow for the creation of testing environments for internal applications, and place public facing mapping applications in a secure network locations.

-The EA provides uncapped online training through ESRI's self-paced E-Learning.

-This is a sole source agreement because ESRI is the only provider of maintenance and licenses for their products under an EA, they do not use resellers.

-The annual cost of an EA will increase by 50% after the City reaches 100,000 in population.

Proposed Committee Motion:

I move to recommend to City Council for approval an Ordinance approving a sole source enterprise agreement with Environmental Systems Research Institute, Inc. for unlimited licensing and software maintenance services; and authorizing the City Manager to enter into and execute an agreement for the same on behalf of the City of Lee's Summit, Missouri.

Background:

The City's Geographic Information Systems (GIS) software licenses and maintenance are currently provided by ESRI at a cost of approximately \$33,200 per year.

The City would like to enter into an enterprise agreement with ESRI for two reasons. First, the City has rapidly increased its use of Geographic Information Systems (GIS) tools as a core component of city staff completing their work. Second, the current cost of maintenance (after new acquisitions) will be nearly the same cost of

File #: TMP-1079, Version: 1

an EA without the same benefits of an EA.

Fire, Development, Planning, Water, Public Works, and Police have increased their use of GIS tools, and ITS has not been able to setup the proper testing environment to assure that production environments are not negatively impacted by software updates and data development. Many of the new implementations have a public component as well. Allowing for unlimited deployments through the EA will enable ITS to set up web mapping servers in a secure network environment, and not have public traffic hitting internal production servers.

Moreover, the City has two approved projects that will be implemented in FY2019 that will require the City to acquire additional GIS server licenses. This includes the replacement of ETI with Zurcher for the Police Department, and a project for Development Services to create a public facing mapping portal that is linked to existing department data. The added maintenance costs of these two projects will raise the City's annual expenses well above \$40,000. If the City were to expand the license pool to allow for proper testing prior to release, the City's expense will exceed \$50,000.

By moving to the EA, as opposed to standard maintenance, the City has more flexibility, and will be able to conduct proper testing. It will also allow for proper deployment of updates and improvements to the mapping software and data. The cost of a similar agreement after the City reaches 100,000 in population would increase to \$75,000. The City is rapidly approaching this population.

Impact/Analysis:

The approval of the EA will allow the City to expand the use of the extensive GIS database, and allow for a secure and tested environment for our users. Current year funding will be from budget funds, the GIS component of approved projects, and the unused, prorated maintenance costs already paid to esri for the existing maintenance period.

<u>Timeline:</u> Start: December 2018 Finish: December 2021

Stephen L. Marsh, Chief Technology Officer

<u>Recommendation</u>: Staff Recommends approval of An Ordinance Approving a Sole Source Enterprise Agreement with Environmental Systems Research Institute, Inc. for Unlimited Licensing and Software Maintenance Services; and Authorizing the City Manager to Enter into and Execute an Agreement for the Same on Behalf of the City of Lee's Summit, Missouri.

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE APPROVING A SOLE SOURCE ENTERPRISE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., FOR UNLIMITED LICENSING AND SOFTWARE MAINTENANCE SERVICES; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit's (the "City") currently uses Geographic Information Systems (GIS) software provided by Environmental Systems Research Institute, Inc. ("ESRI"); and,

WHEREAS, the City has increased its use of GIS tools, and will be implementing new projects that require additional GIS licenses from ESRI to a point where the City would save money by entering an enterprise agreement with ESRI; and,

WHEREAS, an enterprise agreement will provide three years of a set price for an unlimited amount of licenses, which allows for the increased use of the software; and,

WHEREAS, the unlimited licenses under an enterprise agreement will allow the City to implement testing servers, and secure public facing webservers; and,

WHEREAS, ESRI is the sole provider of its GIS software through an enterprise agreement, and is the only company that performs maintenance under such agreements.

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

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby approves that award of a three (3) year enterprise agreement by and between the City and ESRI, as a sole source, for the acquisition of unlimited licensing and maintenance services in the amount of \$50,000 per year, for an aggregate amount of \$150,000 over the life of the agreement ("Enterprise Agreement"), attached as Exhibit A and incorporated by reference, hereby authorizes the City Manager to execute the same on behalf of the City.

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

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

BILL NO.

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

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:

Chief Counsel of Management and Operations Daniel R. White



June 22, 2018

Mr. Kelly Phipps City of Lees Summit 220 SE Green St Lees Summit, MO 64063

Dear Kelly,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

- Sign and return the EA contract with a Purchase Order or issue a Purchase
 Order that references this EA Quotation and includes the following statement on the face of the
 Purchase Order: "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND
 CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT
 EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER
 WILL NOT APPLY." Have it signed by an authorized representative of the organization.
- 2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
- 3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
- 4. Send the purchase order and agreement to the address, email or fax noted below:

Esri Attn: Customer Service SG-EA 380 New York Street Redlands, CA 92373-8100 e-mail: service@esri.com fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Brent Sherman

Brent Sherman | Local Government Esri | 880 Blue Gentian Road, Suite 200 | St. Paul, MN 55121 | USA T 651 454 0600 x1254 | M 972 989 5681 | <u>bsherman@esri.com</u> | esri.com



Environmental Systems Research Institute, Inc. 380 New York St Redlands, CA 92373-8100 Phone: 909-793-2853 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 05/22/2018 To: 11/18/2018

Quotation # 20529839

Date: May 22, 2018

Customer # 153544 Contract #

City of Lees Summit Information Technology Services 220 SE Green St Lees Summit, MO 64063

ATTENTION: Kelly Phipps PHONE: 816-969-1271 FAX: 816-969-7784

Material	Qty	Description	Unit Price	Total
110037	1	Year 1: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	45,000.00	45,000.00
159863	1	Year 1: ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	5,000.00	5,000.00
110037	1	Year 2: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	45,000.00	45,000.00
159863	1	Year 2: ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	5,000.00	5,000.00
110037	1	Year 3: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	45,000.00	45,000.00
159863	1	Year 3: ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	5,000.00	5,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	0.00
		Estimated Shipping & Handling(2	2 Day Delivery) :	0.00
		Contrac	ct Pricing Adjust:	0.00

Concurrent Use authorization numbers are being provided to support your needs, as stated in your request, for the term of this Enterprise Agreement. Thank you.

Contract Amount will be invoiced \$50,000 annually subject to Council appropriations.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Brent Sherman

Email: <u>bsherman@esri.com</u>

Phone: (909) 793-2853 x1254

Total:

\$150,000.00

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://www.esri.com/~/media/Files/Pdfs/legal/pdfs/ma-full/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/legla/supplemental-terms-and-conditions apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

SHERMANB

This offer is limited to the terms and conditions incorporated and attached herein.



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use) ArcGIS Desktop Advanced ArcGIS Desktop Standard ArcGIS Desktop Basic ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard) ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Optional Servers ArcGIS Image Server

Developer Tools

ArcGIS Engine ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics ArcGIS Runtime (Standard) ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer* Two (2) Esri CityEngine Advanced Single Use Licenses 250 Level 1 ArcGIS Online Named Users 250 Level 2 ArcGIS Online Named Users 37,500 ArcGIS Online Service Credits 250 Level 2 ArcGIS Enterprise Named Users 5 Insights for ArcGIS for use with ArcGIS Enterprise

OTHER BENEFITS

Number of Esri User Conference registrations provided annually					
Number of Tier 1 Help Desk individuals authorized to call Esri					
Maximum number of sets of backup media, if requested**					
Self-Paced e-Learning					
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)					
Maintenance is not provided for these items					

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN. This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4— Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

	Environmental Systems Research Institute, Inc. (Esri)
(Customer)	Man DEM
By:	By: Miller Hann
Authorized Signature	Authorized Signature
	Printed Name: Managing Attorney
Printed Name:	Printed Name:
	Managing Attomey
Title:	Title:
Date:	Date:11/20/18

CUSTOMER CONTACT INFORMATION

Contact:	Telephone:
Address:	Fax:
City, State, Postal Code:	E-mail:
Country:	
Quotation Number (if applicable):	

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <u>http://www.esri.com</u> /legal/software-license and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"**Product(s)**" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

- 2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.
- 2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

- 3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.
- 3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.
- **3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.
- 3.4 Termination for Lack of Funds. For an Agreement with government or governmentowned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

- 4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.
- 4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <u>http://support.esri.com/en</u> /content/productlifecycles. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0-MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <u>http://www.esri.com/legal</u>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

- Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
- 2. The Tier 1 Help Desk will be fully trained in the Products.
- At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- 4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
- 5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
- Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

- 1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
- Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- 4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

 When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0-ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering

Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

- 8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- **9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SOLE SOURCE PURCHASE JUSTIFICATION FORM								
						OR APPROVAL PRIOR TO		
DOCU	MENTATION	I FROM THE SU	a her per Kit here a Asia Papati and a second se		AN INCOME.		OULD BE CONSIDERED A "SOLE	
			SO	URCE [#] IS REQUIRED TO B	E SUBMITTED WITH	THISFORM		
Date:	11/20/201	8	Department:	ITS	Requested By:	Stephen L. Marsh		
Vendor	Contacted &	Address:	3	180 New York Street				
			_	Redlands, Ca			· · · · · · · · · · · · · · · · · · ·	
				2373-8100			· · · · · · · · · · · · · · · · · · ·	
Phone I	Number:		~ _	09-793-2853 x.1-1990				
- <u>-</u>	Give	a brief descrip	tion of the item	or service requested: wh	www.feel.it.is.unique	and why no other source	will meet the need	
	- Olec	a uner ueser p	den er		heet/memo if neede			
Enviroi	imental Sys	ems Research	Institute (ESRI) I	s the provider of the Geo	graphic Information !	System (GIS) software used	I throughout the city. We	
curren	tly pay main	tenance on ou	r software, but o	lesire to under into a Ente	erprise License Agree	ment (ELA) with ESRI to all	ow for the broader distribution	
					es during upgrades.	ESRI does not have a resel	ler network, they are the only	
provid	er of their sc	iftwarë, mainte	enance, and lice	nse agreements.				
	主義 二			in the second second		중 · 옷 것 : 한 · 동 · 한 · ·		
Estimat	ed Annual Co	st:\$50,000			Was the re	equest budgeted? 🔀 Yes	🛄 No	
			2010					
Term of	this sole soul	rce is:Decemb	er 2018	through through the second sec	nDecember 2021			
				vith multiple renewals is esta based on this sole source?		o <mark>le</mark> source request. Any excep No	tions must be approved as	
acaigna		and young contr						
		Oth	er Contacts			Their Responses:		
Name:		<u>.</u>						
Addres	s:				- W ² #			
Phone i	#:							
Name:	_					····		
Addres								
Phone	4:							
Macthe	manufacture	r contacted for	athar distributors	? 🛛 Yes 🗖 No				
was me	manufacture	r contacted for	other distributors					
Please ex	kplain:							
ESRI is	the sole distr	ibutor of their s	oftware, there are	e no resellers. A letter doc	umenting this from ESI	RI is included.		
								
						~ ^ /		
		-		ncur with the above explanat	tions and approve this	111	24/18	
	Same?	Im			ions and approve this in		26/18	
Depart	ment Directo			Date	City Manager		Date	
	AA- 10	1-11						
_JĽ	<u>ll æ ()</u>	macin	lan	11-26-18				
Procure	ement and Co	intract Services N	Manager	Date	Park Administra	ator	Date	
City Cla	erk as approve	d by Council		Date	-			
City Cit	ar as approve	ed by council		Dute				
	VALS REQUI	RFD:						
			EPARTMENTS (EX	CLUDING PARKS & RECREA	TION):			
\$.01-\$!				or, Procurement and Con		ger Approval		
	- \$ 49,999.9					ger Approval, City Manage	r Approval	
	& Above					ger Approval, City Manage		
		FOR PARKS & P	ECREATION ONLY					
	9,999.99			r, Procurement and Cont	ract Services Manage	er Approval		
	- \$ 19,999.9			r, Procurement and Cont				
	& Above			-		er Approval & Park Board /	Approval	

-



SOLE SOURCE LETTER Environmental Systems Research Institute, Inc. (Esri) 380 New York Street Redlands, CA 92373 Telephone: 909-793-2853, Ext. 1-1990 Email: jricks@esri.com

DATE: October 31, 2018

TO: City of Lee's Summit, Missouri

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Sole Source Justification for Enterprise Agreement (EA)

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Enterprise Agreements. While some products are available through value-added resellers on a unit priced basis, Esri is the only source that can grant a right to copy and deploy products in an Enterprise Agreement. An EA is a bundled package for licensing software, maintenance, and online services for redistribution within the organization. Esri products are provided with a special grant to copy and deploy specified quantities of capped items and unlimited quantities of items without a cap, during the term of the EA.

If you have further questions, please feel free to call me at our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackje Ricks Contract Coordinator

esri

Contracts & Legal Services Dept. 380 New York Street Redlands, CA 92373 Voice 909.793.2853 Ext. 1-1990 iricks@esri.com



SOLE SOURCE LETTER Environmental Systems Research Institute, Inc. (Esri) 380 New York Street Redlands, CA 92373 Telephone: 909-793-2853, Ext. 1-1990 Email: jricks@esri.com

DATE: October 31, 2018

TO: City of Lee's Summit, Missouri

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Sole Source Justification for Enterprise Agreement (EA)

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Enterprise Agreements. While some products are available through value-added resellers on a unit priced basis, Esri is the only source that can grant a right to copy and deploy products in an Enterprise Agreement. An EA is a bundled package for licensing software, maintenance, and online services for redistribution within the organization. Esri products are provided with a special grant to copy and deploy specified quantities of capped items and unlimited quantities of items without a cap, during the term of the EA.

If you have further questions, please feel free to call me at our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

Jackie Ricks Contract Coordinator

esri

Contracts & Legal Services Dept. 380 New York Street Redlands, CA 92373 Voice 909.793.2853 Ext. 1-1990 jricks@esri.com

Packet Information

File #: TMP-1090, Version: 1

An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and Jackson County, Missouri Parks and Recreation for facility sse to support programming for various Jackson County, Missouri Parks and Recreation Programs.

Issue/Request:

An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and Jackson County, Missouri Parks and Recreation for Facility Use to support programming for various Jackson County, Missouri Parks and Recreation Programs.

<u>Key Issues:</u> [Enter text here]

Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and Jackson County, Missouri Parks and Recreation for Facility Use to support programming for various Jackson County, Missouri Parks and Recreation Programs.

Background:

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

For the past several years, LSPR and JCPR have entered into Facility Use Agreements which enable JCPR to utilize LSPR facilities for certain activities for physically and mentally challenged citizens of the community, including basketball, volleyball and dance activities.

JCPR has proposed a calendar of activities for 2019. A new Facility Use Agreement has been negotiated and prepared which outlines the various terms and conditions associated with JCPR's use of LSPR facilities. It also incorporates the option for two (2) one-year renewals. There is no financial impact to LSPR or the City for this partnership, and the Facility Use Agreement imposes requirements on JCPR with regard to insurance coverage for events which take place on LSPR property.

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

Impact/Analysis:

Timeline:

File #: TMP-1090, Version: 1

Start: ____ Finish: ____

Other Information/Unique Characteristics: [Enter text here]

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

<u>Recommendation</u>: Staff recommends approval of an Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and Jackson County, Missouri Parks and Recreation for Facility Use to support programming for various Jackson County, Missouri Parks and Recreation Programs.

Committee Recommendation: [Enter Committee Recommendation text Here]

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, BY AND THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD AND JACKSON COUNTY, MISSOURI PARKS AND RECREATION FOR FACILITY USE TO SUPPORT PROGRAMMING FOR VARIOUS JACKSON COUNTY, MISSOURI PARKS AND RECREATION PROGRAMS.

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

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

WHEREAS, the Board regularly enters into partnerships with other entities to provide or enhance programming with regard to various activities for residents and patrons of the City and surrounding communities,

WHEREAS, one such series of programs provides activities for physically and mentally challenged citizens of the community, said programs being sponsored by Jackson County Parks and Recreation and held at Board facilities; and,

WHEREAS, the Board has determined that it is in the best interest of the parks and recreation activities in the City to jointly cooperate in the programming referenced herein, and further have determined that it represents a cost effective and efficient use of public funds and lands; and

WHEREAS, the Board and Jackson County Parks and Recreation desire to enter into a formal agreement outlining the terms and conditions associated with the partnership for such programming, substantially in the form attached hereto as "Exhibit A; and,

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

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

SECTION 1. The Intergovernmental Agreement for Facility Use by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and Jackson County, Missouri Parks and Recreation, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

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

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

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

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

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Chief Counsel of Management & Operations Daniel White



FACILITY USE AGREEEMENT

THIS FACILITY USE AGREEMENT (hereinafter "Agreement") is made and entered into this ______day of ______, 2018, by and between THE CITY OF LEE'S SUMMIT, MISSOURI, BY AND THROUGH THE LEE'S SUMMIT PARKS AND RECREATION BOARD (hereinafter "LSPR") and JACKSON COUNTY PARKS AND RECREATION (hereinafter "Jackson County.") WITNESSETH:

WHEREAS, pursuant to the Charter of the City of Lee's Summit, Missouri, the Parks and Recreation Board is empowered with the control of the supervision, improvement, care and custody of parks and recreation activities in the City of Lee's Summit, Missouri; and,

WHEREAS, under the direction of the Parks and Recreation Board, LSPR regularly partners with Jackson County, a political subdivision in the State of Missouri, for the provision of various activities for residents and patrons of the City of Lee's Summit and surrounding communities; and,

WHEREAS, one such series of programs provides activities for physically and mentally challenged citizens of the community, said programs being sponsored by Jackson County and held at LSPR facilities, which represents a cost effective and efficient use of public funds and resources; and,

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

WHEREAS, LSPR and Jackson County agree that joint cooperation and partnership of programs and use of facilities and grounds, represents a cost effective and efficient use of public funds and lands; and,

WHEREAS, LSPR and Jackson County desire to enter into a formal agreement outlining the terms and conditions associated with a partnership for such programming for the 2019 year.

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

Section One: Facilities, Services and Activities

- 1. Facility. LSPR agrees to provide accommodations to Jackson County for the activities described herein at Harris Park Community Center or, if the facility is unavailable, at the sole discretion of LSPR, another facility capable of accommodating the activity to be held. The facility accommodations to be provided by LSPR shall include preparation and set up of any courts, rooms, or other needs of the activity. LSPR further reserves the right to reschedule an activity authorized under this Agreement for usage of the facility by LSPR or for other emergency or urgent needs, at the discretion of LSPR. In the event of a reschedule for this purpose, LSPR agrees, to the extent possible, to provide a minimum of twenty four (24) hours' notice to Jackson County.
- 2. Activities. For the term of this Agreement, LSPR agrees to provide accommodations for Basketball, Volleyball and Dance special population programming offered by Jackson County.
- **3. Schedule**. Prior to October 1 of each year, Jackson County shall provide a proposed schedule of activities for the upcoming calendar year to LSPR for consideration. LSPR will review the schedule and advise Jackson County of any conflicts or concerns with the accommodations requested. LSPR and Jackson County shall cooperate to prepare a mutually agreeable final calendar of activities for the upcoming calendar year no later than December 1 of each year for the term of this Agreement.
- 4. Fees. LSPR agrees to waive any rental fees against Jackson County which would typically be assessed for the uses described herein for the term of this Agreement.
- 5. Event Participation Estimates. At least ten (10) calendar days prior to the commencement of an activity authorized under this Agreement, Jackson County shall provide to LSPR an estimate of the number of participants and spectators for the event, including an estimate of the number of vehicles for which parking is needed.
- 6. Request for Additional Equipment or Accommodations; Provision of Equipment. Any request for special equipment for a particular activity must be made by Jackson County a minimum of thirty (30) calendar days



in advance of the activity's scheduled start date. LSPR will exercise its' best efforts to accommodate any request for additional equipment. In the event that Jackson County wishes to provide its' own equipment for an activity or event, it shall notify LSPR at least fourteen (14) calendar days in advance in order to allow LSPR to ensure the equipment is acceptable for use at the facility.

Section Two: Responsibilities of Jackson County

- 1. Parking at LSPR Facilities. Jackson County will strictly regulate the parking of vehicles. Parking attendants shall be provided by Jackson County and coordinated with the LSPR Inclusion Coordinator or his or her designee for the duration of the activities authorized under this Agreement. No parking is permitted on outer roads and service drives. Violators will be towed at owner's expense. Jackson County shall not charge a parking fee without the prior written authorization of LSPR.
- 2. Condition of LSPR Facilities. Jackson County agrees that it will not alter or in any way cause to be altered LSPR property, unless prior written consent has been granted by LSPR to Jackson County.
- **3.** Adherence to Rules and Regulations. Jackson County agrees to abide by all facility and LSPR rules and regulations are followed and agrees to enforce or assist LSPR in the enforcement of said rules and regulations with regard to the activities authorized in this Agreement.
- 4. Damage to LSPR Facilities or Equipment. Jackson County shall be responsible for reimbursing LSPR for the cost of replacement or repair of any LSPR property or equipment damaged through the negligence of or the acts or actions of participants or spectators of the events and programs authorized under this Agreement.
- 5. Event Control. Jackson County shall be responsible for the events authorized under this Agreement, and shall take all steps necessary to prevent the violation of facility regulations, City ordinances, park rules or regulations, or any act or action that might be detrimental to LSPR, its Board, facilities, patrons, volunteers, employees, guests. Such regulations and ordinances shall include, but are not limited to: use of tobacco in the parks, prohibition of food and beverages on gymnasium floors or restrooms, prohibition of alcohol on LSPR premises without applicable permits, and the adherence to all applicable fire codes, including parking and occupancy requirements. Jackson County shall ensure that a representative of Jackson County who is responsible for event control and has authority to enforce rules and regulations related to the activity is on site at all times during the provision of activities authorized under this Agreement.
- 6. Unsafe Conditions. Decisions regarding the safety of holding or continuing to hold an activity or event as authorized under this Agreement shall be the sole responsibility of Jackson County. Jackson County shall immediately notify LSPR of any unsafe conditions observed with regard to LSPR's facilities or equipment.
- 7. Participant Safety. Jackson County will be solely responsible for providing participant safety, supervision, and first aid supplies it deems necessary in connection with the activities authorized under this Agreement. LSPR does not provide on-site emergency medical care or any vehicle for emergency medical transportation.
- 8. Clean Up. Jackson County shall be responsible for returning facilities and grounds to their original condition upon completion of the activity or event. This shall include, but is not necessarily limited to bagging trash, removing all food or containers, setting out trash, and dry and wet mopping as needed.

Section Three: General Conditions

- 1. **Term.** The Term of this Agreement shall be from January 1, 2019 to December 31, 2019, and shall be eligible for up to two (2) additional one (1) year renewal terms. In the event that Jackson County desires to renew this Agreement, it shall submit to LSPR its' intent to renew no less than thirty (30) days prior to the natural expiration of this Agreement.
- 2. **Termination.** Either party has the right to terminate this Agreement prior to the natural expiration of the same by providing written notice to the other party not less than fourteen (14) days prior to the intended date of termination.
- 3. **Insurance.** Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents, employees, volunteers, guests, invitees, or participants. Neither party is obligated to indemnify the other party or to hold harmless the other party from costs or expenses incurred as a result of such claims. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable



state governmental immunities law and each party shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. § 537.600, et seq. Jackson County shall provide the Board a certificate of insurance indicating coverage naming the City of Lee's Summit, Missouri, as additional insured. This coverage must provide a general aggregate liability of \$2,000,000 to cover all operations included herein. Alternatively, JCPR may elect to self-insure this risk. If JCPR so elects, it shall provide to the Board upon request evidence satisfactory to the Board of said self-insurance.

- 4. **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.
- 5. **Severability.** In the event 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.
- 6. **Waiver.** Any waiver by LSPR or Jackson County 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.
- 7. **Assignment.** This Agreement may not be assigned by either LSPR or Jackson County without the prior, written consent of the non-assigning party.
- 8. 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. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon LSPR or Jackson County unless reduced to writing and signed by both LSPR and Jackson County.

IN WITNESS WHEREOF, the parties hereunto set their hand(s) as of the date and year first written above.

Jackson County

LSPR

Joseph D. Snook, CPRP

Administrator of Parks & Recreation

Title

Printed Name

Date

APPROVED AS TO FORM:

Superintendent of Legal Services & Human Resources/Staff Attorney

Date



Packet Information

File #: 2018-2474, Version: 1

Review of FY19 October General Fund Financial Dashboards

<u>Issue/Request:</u> Review of FY19 October General Fund Financial Dashboards

<u>Key Issues:</u> Staff will review the general fund financial information through the month of October. The City's fiscal year ends on June 30, 2019.

Proposed City Council Motion: N/A

Background: N/A

Nick Edwards, Assistant City Manager

October Dashboard

	2019 YTD Budget	2019 YTD Expense (Revenue)	2019 YTD Budget Remaining*	% Used	2018 YTD Expense/ (Revenue	% Chg. 2018 to 2019
<u>REVENUE</u>	<u>(17,877,160)</u>	<u>(17,222,251)</u>	<u>(654,909)</u>	<u>96%</u>	<u>(17,515,220)</u>	<u>-2%</u>
Property taxes	0	0	0		(1,026,592)	-100%
Sales tax	(5,926,073)	(6,015,338)	89,265	102%	(5,632,741)	7%
Local Sales Tax Local Sales Tax - EATS Sales tax-CassCo prior period re	(6,167,189) 241,116 0	(6,169,611) 225,880 (71,607)	2,422 15,236 71,607	100% 94% 	(5,868,225) 235,484 0	5% -4%
Franchise tax	(4,999,354)	(5,237,365)	238,011	105%	(5,024,148)	4%
Natural Gas Franchise Tax Telephone Franchise Tax Electric Franchise Tax Cable TV Franchise Tax	(381,834) (683,693) (3,256,479) (677,347)	(345,497) (722,207) (3,510,598) (659,063)	(36,337) 38,514 254,118 (18,284)	90% 106% 108% 97%	(406,878) (736,383) (3,264,953) (615,935)	-15% -2% 8% 7%
Motor vehicle taxes	(1,223,956)	(1,277,887)	53,931	104%	(1,272,134)	0%
Other taxes	(114,179)	(97,216)	(16,964)	85%	(103,872)	-6%
Fines and forfeitures	(399,702)	(398,717)	(985)	100%	(383,973)	4%
Licenses and permits	(934,669)	(725,854)	(208,815)	78%	(825,107)	-12%
Intergovernmental	(376,022)	(394,748)	18,726	105%	(143,345)	175%
Charges for services	(2,614,043)	(2,656,072)	42,029	102%	(2,267,374)	17%
Material and fuel sales	0	(555)	555		0	
Investment earnings	(40,000)	(93,025)	53,025	233%	(68,302)	36%
Other	(444,647)	(57,304)	(387,343)	13%	(406,795)	-86%
Sale of property	0	0	0		(6,000)	-100%
Transfers in	(804,515)	(268,172)	(536,343)	33%	(354,838)	-24%
EXPENSES	<u>25,733,330</u>	<u>22,785,805</u>	<u>2,721,005</u>	<u>89%</u>	<u>24,414,959</u>	<u>-6%</u>
Personal services	15,851,218	16,271,603	(420,385)	103%	15,877,695	102%
Salaries Overtime FICA/Medicare Misc Health/Dental Insurance	10,253,070 858,368 785,211 55,414 2,250,532	10,275,508 853,241 801,613 62,790 2,274,599	(22,437) 5,128 (16,402) (7,376) (24,067)	100% 99% 102% 113% 101%	9,989,347 871,949 790,210 56,478 2,077,875	103% 98% 101% 111% 109%

Other Payroll Costs	473,959	792,052	(318,094)	167%	890,759	89%
Retirement-Lagers	1,174,663	1,211,800	(37,137)	103%	1,201,077	101%
Supplies for resale	123,013	53,356	69,658	43%	110,261	-52%
Other supplies, services and charges	4,153,310	3,186,183	770,855	81%	2,980,969	13%
Repairs and maintenance	551,185	500,768	23,167	96%	611,003	-14%
Utilities	596,588	440,861	155,704	74%	522,169	-16%
Fuel and lubricants	170,934	47,326	120,634	29%	144,582	-65%
Miscellaneous	32,483	4,847	27,637	15%	9,550	-49%
Capital outlay	147,000	140,303	6,697	95%	293	47,772%
Construction	0	0	0		0	
Interdepartment charges	2,134,251	2,140,559	(6,308)	100%	2,111,544	1%
Transfers out	1,973,346	0	1,973,346	0%	2,046,894	-100%
NET INCOME	<u>7,856,170</u>	<u>5,563,554</u>	<u>2,066,096</u>	<u>74%</u>	<u>6,899,738</u>	<u>-16%</u>