



Agenda

Transportation, Infrastructure and Operations Committee

Quinton Lucas, Chair
Teresa Loar, Vice Chair
Eric Bunch, Vice Chair
Katheryn Shields
Melissa Robinson
Kevin O'Neill

Wednesday, December 7, 2022

9:00 AM

26th Floor, Council Chamber

<https://us02web.zoom.us/j/84530222968>

PUBLIC OBSERVANCE OF MEETINGS

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

<https://us02web.zoom.us/j/84530222968>

Water Services

Director of Water Services

221007

Sponsor: Director of the Water Services Department

Authorizing the Director of Water Services to execute a \$183,000.00 Cooperative Agreement with Bridging the Gap, Inc. for the Leak Stoppers Program, Renewal No. 2.

Attachments: [221007 Fact sheet](#)

[221007 Fiscal Note](#)

[221007 Docket Memo 12-05-2022 reviewed](#)

[20003-2 Fact Sheet Revised](#)

[221007 12-7-22 TIO Cmte Presentation](#)

[Leak Stoppers Renewal 2 Cooperative Agreement](#)

[Ordinance 221007-Docket Memo 20003-2-Revised](#)

Director of Water Services

221013 Sponsor: Director of the Water Services Department

Authorizing a \$9,107,589.00 construction contract with SHEDIGS IT, L.L.C., for the Water Main Replacement in the Area of Southwest Boulevard to Main Street, W. 43rd Street to Pershing Avenue project; and authorizing a maximum expenditure of \$10,018,348.00.

Attachments: [221013 Fiscal Note](#)
[221013 Fact Sheet](#)
[221013 12-7-22 TIO Cmte Presentation](#)
[Ordinance 221013-Docket Memo 9735](#)

Aviation

Director of Aviation

221008 Sponsor: Director of the Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and Children's Mercy Hospital at the New Terminal at Kansas City International Airport.

Attachments: [221008 Fact Sheet](#)
[221008 Fiscal Note](#)

Director of Aviation

221009 Sponsor: Director of the Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and Primeflight Aviation Services, Inc. at the New Terminal at Kansas City International Airport; and estimating revenue in the amount of \$9,300.00 to the Aviation Fund.

Attachments: [221009 Fact Sheet Primeflight Aviation 2022](#)
[221009 Fiscal note](#)

Director of Aviation

[221010](#) Sponsor: Director of the Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and United Service Organizations at the New Terminal at Kansas City International Airport.

Attachments: [221010 Fact Sheet](#)
[221010 Fiscal Note](#)

Director of Aviation

[221011](#) Sponsor: Director of the Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and VMD Systems Integrators, Inc. at the New Terminal at Kansas City International Airport; and estimating \$9,300.00 in revenue to the Aviation Fund.

Attachments: [221011 Fact Sheet](#)
[221011 Fiscal Note](#)

Director of Aviation

[221012](#) Sponsor: Director of the Aviation Department

Appropriating \$1,976,086.00 from the Unappropriated Fund Balance of the Aviation Fund; and authorizing an \$8,212,525.00 contract with JBT AeroTech Corporation for repair and maintenance service of passenger jet bridges in the single terminal facility at Kansas City International Airport.

Attachments: [221012 Fact Sheet](#)
[221012 Fiscal note](#)
[221012 Docket Memo](#)

HELD IN COMMITTEE

Public Works

[220621](#) Authorizing the Director of Public Works to execute a Franchise Agreement with Spire Missouri, Inc. granting a non-exclusive 10-year franchise to operate a natural gas distribution plant and system within territory of the City of Kansas City, Missouri.

Attachments: [220621 Fact Sheet](#)
[220621 Fiscal Note](#)

Fowler

[220693](#)

Amending Chapter 62, Article II of the Code of Ordinances entitled Solid Waste, by repealing Section 62-41, "Residential refuse collection - Eligibility," and enacting in lieu thereof a new section of like number and subject matter which amends residents eligible for residential refuse collection.

Attachments: [220693 No Fact Sheet](#)
[220693 Fiscal Note](#)

ADDITIONAL BUSINESS

1. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.

2. Closed Session

- Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
- Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
- Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
- Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
- Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
- Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
- Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

3. Those who wish to comment on proposed ordinances can email written testimony to public.testimony@kcmo.org. Comments received will be distributed to the committee and added to the public record by the clerk.

The City provides several ways for residents to watch City Council meetings:

- Livestream on the city's website at www.kcmo.gov
- Livestream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOuBlg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.
- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section: http://kansascity.granicus.com/ViewPublisher.php?view_id=2

The City Clerk's Office now has equipment for the hearing impaired for use with every meeting. To check out the equipment please see the secretary for each committee. Be prepared to leave your Driver's License or State issued Identification Card with the secretary, and she will give you the equipment. Upon returning the equipment your license will be returned.

Adjournment



File #: 221007

ORDINANCE NO. 221007

Sponsor: Director of the Water Services Department

Authorizing the Director of Water Services to execute a \$183,000.00 Cooperative Agreement with Bridging the Gap, Inc. for the Leak Stoppers Program, Renewal No. 2.

WHEREAS, on or about June 15, 2020, the City of Kansas City, Missouri ("City"), through its Water Services Department ("KC Water"), entered into a Cooperative Agreement ("Agreement") with Bridging the Gap, Inc. in the amount of \$183,000.00, with renewal options, to fund the Leak Stoppers Program which is designed to fix home water leaks in the City's low-income, urban core neighborhoods; and

WHEREAS, this Agreement was renewed in June 2021 in the amount of \$183,000.00; and

WHEREAS, KC Water and Bridging the Gap, Inc. desire to renew this contract for a second time bringing the total expended over \$400,000.00; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services Department is authorized to execute Contract No. 20003-2 in the amount of \$183,000.00 with Bridging the Gap, Inc. for the Leak Stoppers Program, Renewal No. 2. A copy of the contract is on file in the office of the Director of Water Services.

Section 2. That the Director of the Water Services Department is authorized to expend up to the sum of \$183,000.00 from Account No. 23-8010-801100-619880, Consumer Services, to satisfy the cost of this contract.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Nicole Rowlette
Senior Associate City Attorney

GENERAL

Ordinance Fact Sheet

221007

Ordinance Number

Brief Title	Approval Deadline
Contract No. 20003-2 (Renewal No. 2) to the Program Cooperative Agreement.	Leak Stoppers

Reason
Authorize a one-year Cooperative Agreement and expenditures; with Bridging the Gap, Inc. (Renewal 2).

Details

Positions/Recommendations

<p>Reason for Legislation</p> <p>This proposed ordinance authorizes a \$183,000.00 Renewal No. 2 to the Leak Stoppers Program Cooperative Agreement with Bridging the Gap, Inc., a Missouri Non-Profit company.</p>
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Sponsor	Water Services
Programs, Departments, or Groups Affected	Water Services
Applicants / Proponents	<p>Applicant</p> <p>City Department Water Services</p> <p>Other</p>

Discussion

The Leak Stopper Program consists of the Non-Profit coordinating with KC Water to promote water conservation and fix home water leaks in Kansas City's low-income, urban-core neighborhoods. The Non-Profit is to provide the necessary management and administration services for this program.

The City executed the Leak Stoppers Program Cooperative Agreement on April 3, 2020 for \$183,000.00. A no-cost Amendment No. 1 was executed on April 14, 2021 to extend the term of the Agreement and move remaining funding from the Toilet Replacement component to the Water Conservation Kit and Complex Leak Repair components.

The City executed Renewal No. 1 to the Leak Stoppers Program Cooperative Agreement on June 15, 2021 for \$183,000.00. The City will be executing a no-cost Amendment No. 1 to Renewal No. 1 in order to extend the term for an additional 30 days so that the Agreement does not expire.

This proposed ordinance authorizes a \$183,000.00 Renewal No. 2 to the Leak Stoppers Program Cooperative Agreement. An ordinance is required for City Council to authorize this Renewal No. 2 as the accumulative total of all the Agreements will exceed the \$400,000.00, City Council threshold for Cooperative Agreements.

Contract Summary

Original Contract:	\$183,000.00
Renewal No. 1:	183,000.00
Proposed Renewal No. 2:	183,000.00
Total	\$549,000.00

Opponents	<p>Groups or Individuals</p> <p>None Known</p> <p>Basis of opposition</p>
Staff Recommendation	<p><input checked="" type="checkbox"/> For</p> <p><input type="checkbox"/> Against</p> <p>Reason Against</p>
Board or Commission Recommendation	<p>By</p> <p><input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken</p> <p><input type="checkbox"/> For, with revisions or conditions (see details column for conditions)</p>
Council Committee Actions	<p><input type="checkbox"/> Do pass</p> <p><input type="checkbox"/> Do pass (as amended)</p> <p><input type="checkbox"/> Committee Sub.</p> <p><input type="checkbox"/> Without Recommendation</p> <p><input type="checkbox"/> Hold</p> <p><input type="checkbox"/> Do not pass</p>

(Continued on reverse side)

Details

Solicitation

City Code of Ordinance Section 3-3(d)(2) states that solicitation is not required for Cooperative agreements, to the extent such agreements are with any other municipality or political subdivision, or with an elective or appointive official thereof; or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions; or with any not-for-profit entity granted tax-exempt status under any provision of Section 501(c) of the Internal Revenue Code (26 U.S.C. § 501(c)).

Civil Rights and Equal Opportunity Department (CREO KC)

Approval

Cooperative Agreement project goals are 11% MBE and 11% WBE. Subcontracting information was submitted to CREO KC for review and determination on August 9, 2022. Good Faith Efforts (GFE) were submitted and evaluated on September 1, 2022, and the Contractor Utilization Plan (CUP) was approved on September 22, 2022 with 5% MBE and 0% WBE participation.

Grant Funding

N/A

Is it good for the children?

Yes.

How will this contribute to a sustainable Kansas City?

Promotes water conservation.
Lowers water utility costs for eligible customers primarily in low-income areas of Kansas City.

Policy/Program Impact

Policy or Program Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	None

Finances

Cost & Revenue Projections -- Including Indirect Costs	
Financial Impact	
Fund Source (s) and Appropriation Account Codes	23-8010-801100-619880-6080005 7 Consumer Services \$183,000.00

(Use this space for further discussion, if necessary)

Applicable Dates: one year term with two one-year renewal options

Fact Sheet Prepared by:

Wille Roman Date
Contract Administrator 6/3/2022

Reviewed by:

John Clarkson Date
Customer Service Officer 6/3/2022

Reference Numbers



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution # 221007

Submitted Department/Preparer: Water Services

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation \(AR\) 4-1](#).

Executive Summary

Authorizing the Director of Water Services to execute a \$183,000.00 Cooperative Agreement with Bridging the Gap, Inc. for the Leak Stoppers Program, Renewal No. 2.

Discussion

The Leak Stopper Program consists of the Non-Profit company coordinating with KC Water to promote water conservation and fixing water leaks in homes located in Kansas City's low-income, urban-core neighborhoods. The Non-Profit is to provide the necessary management and administration services for this program.

The City executed the Leak Stoppers Program Cooperative Agreement with Bridging the Gap, Inc. on April 3, 2020 for \$183,000.00.

A no-cost Amendment No. 1 was executed on April 14, 2021 to extend the term of the Agreement and move remaining funding from the Toilet Replacement component to the Water Conservation Kit and Complex Leak Repair components. The City executed Renewal No. 1 to the Leak Stoppers Program Cooperative Agreement on June 15, 2021 for \$183,000.00.

The City will be executing a no-cost Amendment No. 1 to Renewal No. 1 in order to extend the term for an additional 30 days so that the Agreement does not expire.

This proposed ordinance authorizes a \$183,000.00 Renewal No. 2 to the Leak Stoppers Program Cooperative Agreement. An ordinance is required for City Council to authorize this Renewal No. 2 as the accumulative total of all the Agreements will exceed the \$400,000.00, City Council threshold for Cooperative Agreements.

Contract Summary

Original Contract:	\$183,000.00
Renewal No. 1:	\$183,000.00
Proposed Renewal No. 2:	\$183,000.00
Total:	\$549,000.00

Solicitation: City Code of Ordinance Section 3-3(d)(2) states that solicitation is not required for Cooperative agreements, to the extent such agreements are with any other municipality or political subdivision, or with an elective or appointive official thereof; or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions; or with any not-for-profit entity granted tax-exempt status under any provision of Section 501(c) of the Internal Revenue Code (26 U.S.C. §501(c)).

Fiscal Impact



City of Kansas City, Missouri

Docket Memo

1. Is this legislation included in the adopted budget? Yes No

2. What is the funding source?

23-8010-801100-619880 = \$183,000.00 8010 - Water Fund/801100 - Consumer Services

3. How does the legislation affect the current fiscal year?

Work on this project will be performed during this current fiscal year. The Leak Stopper Program consists of the Non-Profit coordinating with KC Water to promote water conservation and fixing water leaks in Kansas City's low-income households. The Non-Profit is to provide the necessary management and administration services for this program.

4. Does the legislation have fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

There will be two additional on-year renewals of this agreement, each for \$183,000.00.

Subsequent ordinances for each renewal will be brought before Council for approval.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

No.

Budget Review

(Staff will complete this section.)

1. This legislation is supported by the general fund. Yes No

2. This fund has a structural imbalance. Yes No

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan Impact

The goals and objectives of the Citywide business plan that is impacted by this ordinance is the Infrastructure and Accessibility goal by engaging in efforts to strategically invest in the City's



City of Kansas City, Missouri

Docket Memo

infrastructure and explore emerging technologies.

Prior Legislation

N/A

Service Level Impacts

The Leak Stopper Program consists of the Non-Profit company coordinating with KC Water to promote water conservation and fixing water leaks in homes located in Kansas City's low-income, urban-core neighborhoods. The Non-Profit is to provide the necessary management and administration services for this program.

Other Impacts

1. What will be the potential health impacts to any affected groups?

Work on this project will contribute to health impacts by promoting water conservation and fixing water leaks in homes located in Kansas City's low-income neighborhoods.

2. How have those groups been engaged and involved in the development of this ordinance?

There are community engagement and outreach efforts conducted to build awareness and participation for the program.

3. How does this legislation contribute to a sustainable Kansas City?

This program promotes water conservation, and lowering of water utility costs for eligible customers primarily in low-income areas of Kansas City.

4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

Yes.

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

CREO KC set subcontracting goals of 11% MBE and 11% WBE for this project. The Contractor Utilization Plan (CUP) was submitted to CREO KC for review on August 9, 2022. Good Faith Efforts (GFE) were submitted and evaluated on September 1, 2022, and the CUP was approved on September 22, 2022 with 5% MBE and 0% WBE participation.

GENERAL

Ordinance Fact Sheet

Ordinance Number

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Sponsor	Water Services
Programs, Departments, or Groups Affected	Water Services
Applicants / Proponents	<p>Applicant</p> <p>City Department Water Services</p> <p>Other</p>

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Opponents	<p>Groups or Individuals</p> <p>None Known</p> <p>Basis of opposition</p>
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Staff Recommendation	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against <p>Reason Against</p>
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Board or Commission Recommendation	<p>By</p> <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken <input type="checkbox"/> For, with revisions or conditions (see details column for conditions)
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Council Committee Actions	<input type="checkbox"/> Do pass <input type="checkbox"/> Do pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass
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Grant Funding

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Is it good for the children?

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Policy/Program Impact

Policy or Program Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	None

Finances

Cost & Revenue Projections -- Including Indirect Costs	
Financial Impact	
Fund Source (s) and Appropriation Account Codes	23-8010-80110-619880-60800057 Consumer Services \$183,000.00

(Use this space for further discussion, if necessary)

Applicable Dates: one year term with two one-year renewal options

Fact Sheet Prepared by:

Wille Roman Date
Contract Administrator 6/3/2022

Reviewed by:

John Clarkson Date
Customer Service Officer 6/3/2022

Reference Numbers



ORDINANCE NO. 221007

Cooperative Agreement for the Leak Stoppers Program, Renewal No. 2

Authorizing the Director of Water Services to execute the Director of Water Services to execute a \$183,000.00 Cooperative Agreement with Bridging the Gap, Inc. for the Leak Stoppers Program, Renewal No. 2.

December 7, 2022

Transportation, Infrastructure & Operations
Committee



ORDINANCE NO. 221007

Cooperative Agreement for the Leak Stoppers Program, Renewal No. 2

Leak Stoppers provides qualifying KC Water customers with services and devices to reduce the amount of water used in customers homes and the costs associated with unintended high water usage. Services include:

- Water Conservation Kits
- Toilet Flap Replacement
- Toilet Replacement
- Leak Repair



ORDINANCE NO. 221007

Cooperative Agreement for the Leak Stoppers Program, Renewal No. 2

Leak Stoppers Program (May 1, 2021 – April 30, 2022)

Number of Households Visited 593

Toilet Replacements

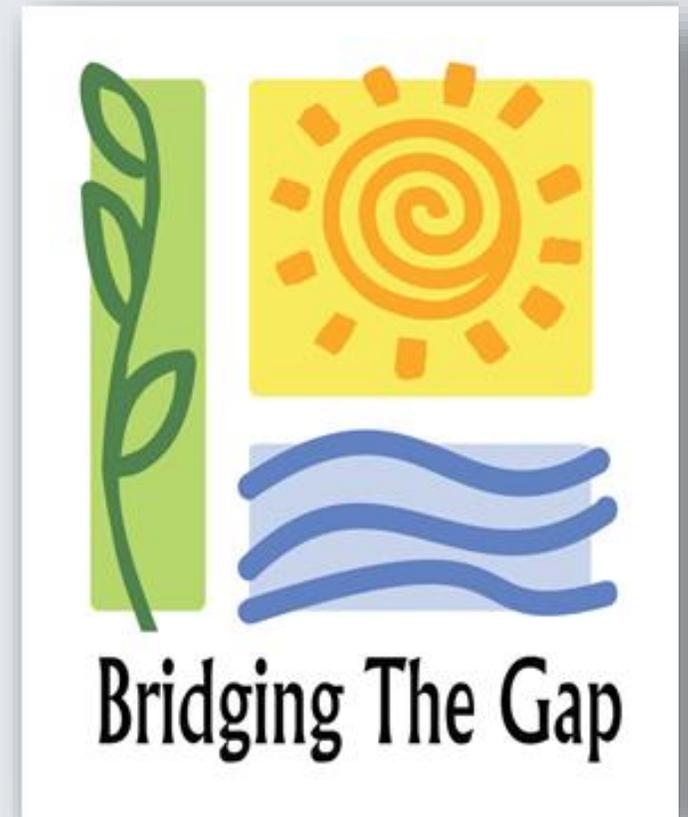
Toilet Replacement Candidates To Date: 119

Toilets Installed To Date: 21

Complex Leak Repair

Complex Leak Repair Work Tickets Produced: 125

Leak Repair Work Completed To Date: 40



THANK YOU

**COOPERATIVE AGREEMENT
FOR
LEAK STOPPERS PROGRAM – RENEWAL 2
PROJECT /CONTRACT NO. 60800057/20003-2
KANSAS CITY WATER SERVICES**

This Non-Profit services agreement is between the Kansas City Water Services Department (“KC Water”), a division of the City of Kansas City, Missouri, a constitutionally chartered municipal corporation, and Bridging The Gap, Inc. (“Non-Profit”). City and Non-Profit agree as follows:

**PART I
SPECIAL TERMS AND CONDITIONS**

Section 1. Project description.

A. The services to be provided under this Agreement are for the following purpose:

The Leak Stoppers Program (the “Project”) is designed to fix home water leaks in Kansas City’s low income, urban core neighborhoods. It includes the following components (the “Work”):

- 1) Toilet flapper replacement;
- 2) Toilet replacement;
- 3) Complex leak repairs;
- 4) Water conservation kits.

This Project is associated with the recommendations of the Mayor’s KC Water Cost of Service Task Force that concluded its work in 2017.

Section 2. Services to be performed by Non-Profit. Non-Profit shall perform the following Scope of Services:

- A. Non-Profit shall perform Scope of Services listed on **Attachment A** attached hereto and incorporated by reference.
- B. Non-Profit will promote the program through presentations at community meetings, informational flyers that would be distributed at churches, community centers, and other public venues, and through unpaid and paid messaging on social media.
- C. Non-Profit shall recruit, provide criminal background checks and hire the necessary labor to meet the installation requirements for a period of no less than twelve (12) months.

- D. Non-Profit shall acknowledge KC Water in all applicable materials and at associated events.
- E. Non-Profit shall obtain approval from KC Water before any print or electronic advertising (including social media), associated with the program is released to the public.
- F. Non-Profit will periodically notify KC Water of all the locations it will be entering. Before entering a customer's premise to conduct Work, Non-Profit shall notice KC Water of the location and scope of Work planned.
- G. KC Water shall have the right to inspect and review the Work and to consult with Non-Profit at any reasonable time. Meetings will be held at the request of KC Water or Non-Profit.
- H. If it is determined to be in the best interest of the Work to be performed, Non-Profit shall replace the project manager or any other employee of the Non-Profit, suppliers or other persons or organizations performing or furnishing any of the Work on the project upon written request by KC Water.

Section 3. Responsibilities of KC Water. KC Water shall:

- A. KC Water, at its cost, will conduct a water audit, including meter management services, for each customer premise where Non-Profit performs the Work. The water audits will be used to identify candidates for the Complex Leak Repair component of the program as described in the attached Scope of Services.
- B. Make available to Non-Profit all existing records, maps, plans, and other data possessed by KC Water when such are necessary, advisable, or helpful to Non-Profit in the completion of the Work under this Agreement.
- C. Designate in writing a person to act as KC Water representative with respect to the work to be performed under this agreement; with such person having complete authority to transmit instructions, receive information, interpret and define KC Water's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this agreement, and the responsibility to be available to inspect and review the work, or designate someone to do so, and to consult with Non-Profit at any reasonable time.
- D. Make available space at 1720 Wabash Avenue, Kansas City, Missouri 64127 for the storage of approximately 200 Toilets, 800 Toilet Flappers and 1,000 Water Conservation Kits. This space is KC Water's Meter Field Services Building and is staffed by KC Water employees from 7am to 7pm Monday through Friday. KC Water will provide access to this space during those working hours for a designated representative from Bridging the Gap. KC Water assumes no liability for damage of stolen toilets, toilet flappers and water conservation kits purchased by Bridging the Gap and stored at this location.

Section 4. Term.

The Work to be performed under this Agreement shall begin on the date specified in the written

Notice to Proceed issued by KC Water. The Work shall be completed within the schedule provided in the Scope of Services. Unless sooner terminated by KC Water, this Agreement shall remain in force for a period which may reasonably be required for the completion of the Work provided under the Scope of Services.

The Work is to be performed within 365 days from the Notice to Proceed. The parties may renew this Agreement annually, for a one year term each year, for the next three years. Exercise of the renewal option is at the sole discretion of KC Water and is not a contractual right of the Non-Profit. KC Water's decision in regards to exercising the option(s) is not subject to appeal.

Section 5. Compensation and Reimbursements.

- A. The maximum amount that KC Water shall pay Non-Profit under this Agreement is **\$183,000.00**. Non-Profit shall invoice KC Water monthly for actual services performed under this Agreement as provided in the budget, attached hereto as **Attachment B** and incorporated herein by reference ("the Budget"). Upon approving the invoice, KC Water shall remit payment.
- B. **Non-Profit Line Item Budget.** The Budget, prepared by Non-Profit and approved by KC Water, shows allowable expenditures for the Work under this Agreement in a line item format, with written justification for each line item. Non-Profit shall notify and request approval from KC Water of changes to any line item in the Budget or statement of proposed use of funds which exceeds 20%.
- C. **Requests for Reimbursement.** It shall be a condition precedent to payment of any invoice from Non-Profit that Non-Profit is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. All requests for reimbursement must be supported and accompanied by full documentation of costs incurred by Non-Profit. Line item changes within budget categories are permissible unless specifically prohibited by this Agreement, but changes between categories must be submitted to KC Water and approved in writing by the Chief Financial Officer of KC Water. Any budget category changes not approved may be disallowed by KC Water and not reimbursed to the Non-Profit. Non-Profit shall record all costs incurred in the performance of this Agreement as they are incurred and shall report these costs in a monthly report submitted to KC Water, including the customer name, address, Work performed by Non-Profit and the dollar value of the Work performed by Non-Profit. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Agreement.
- D. **Request for Payment.** No request for payment will be processed unless the request is in proper form, currently computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by contractor except as approved under the provisions of this Agreement. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's CREO Department formally known as the Human Relations Department.

SECTION 6: Goal Request Information:

Section 9. Conflict Between Agreement Parts. In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

Section 10. Attachments to Part I. The following documents are attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Services

Attachment B – Line Item Budget

Attachment C – Employee Eligibility Verification Affidavit

Attachment D – Revenue Clearance Letter

Attachment E – HRD Documents

1. 00450 HRD form 08: Contractor Utilization Plan/Request for Waiver

2. 00450.01 HRD Letter of Intent to Subcontract

3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization

4. 01290.14 Contractor Affidavit for Final Payment

6. 01290.15 Subcontractor Affidavit for Final Payment

Attachment F – Non-Construction Subcontractors Listing

Attachment G – Non-Construction Application for Payment

Section 11. Effective Date. This Agreement will become effective upon execution by the Finance Department.

Section 12. Indemnification.

A. The following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Non-Profit's Agents** means Non-Profit's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Non-Profit shall defend, indemnify and hold City harmless from and against all Claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Non-Profit or Non-Profit's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Non-Profit is not obligated under this Section to indemnify City for the sole negligence of City.

C. KC Water is allowing Non-Profit to use a City owned property (1720 Wabash Avenue, Kansas City, MO 64127, hereinafter "Property") to store materials necessary to perform the Work (toilet flappers, toilets, and leak conservation kits). Non-Profit acknowledges that City makes no warranty or assurances about the condition of the property or its security, and Non-Profit accepts use of the Property "as-is". Non-Profit will defend,

indemnify and hold City harmless for any damages or injuries which arise due to its use by Non-Profit. It is up to the discretion of Non-Profit to acquire property insurance which could protect the items stored against any kind of damage. Non-Profit is responsible for keeping such materials secure against damage, and City is not responsible.

- D. In no event shall the language in this section constitute or be construed as a waiver or Limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Section 13. Contract Information Management System

Contract Information Management System. Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

I hereby certify that I have authority to execute this document on behalf of Non-Profit

Date: _____

By: _____

Name: Kristin Riott

Title: Executive Director

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Wes Minder

Title: Director

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance Date

PART II
STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

Sec. 2. Indemnification for Professional Negligence. If the Contractor is performing professional services pursuant to this contract, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 3. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 4. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 5. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work

or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractors completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 6. Default and Remedies. If Contractor shall be in default or any breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 7. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 8. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 9. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein,

regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 10. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 11. Records and Audit Requirements.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract Amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records

upon ten (10) days written notice from the City.

C. If Contractor or any of Contractor's affiliates receives \$100,000.00 or more in one year, the following subsections shall apply:

(1) Financial audit by CPA. Contractor shall engage a CPA to conduct an audit or audits. Contractor will require the CPA to promptly furnish the City Manager with a copy of the audit or audits, copies of any management letters, and copies of the Contractor's responses to management letters without the need for a special request. Contractor shall require its auditor to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's auditors; and

(2) Reports of Internal Controls. Contractor shall engage a professional qualified (the Professional) to analyze the agency's internal control structures. Contractor shall require the Professional to promptly furnish the City Manager with a copy of the analysis without the need for a special request. Contractor shall require its Professional to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's Professional; and

(3) Annual Fiscal Report. Contractor shall provide its annual fiscal report to the City no later than six months after the end of the Contractor's fiscal year.

Sec. 12. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual

orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated,

canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 13. Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00. If Contractor performs work on a contract that is for a term longer than one year, the Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

Sec. 14. Assignability & Subcontracting.

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this

Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 15. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 16. Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Independent Contractor.

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 18. Intellectual Property Rights.

Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all inventions, books, computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that

Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

Sec. 19. Contractor's Business Practices.

A. Contractor shall adopt and use generally accepted accounting principles in Contractor's operations.

B. Contractor shall use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase the equipment and materials by competitive bidding whenever required by law or whenever practical. Contractor shall identify, label, protect and release to City at the termination of this Contract, all non-expendable equipment purchased with funds provided under this Contract.

Sec. 20. Contract Authorization. Any contract for an amount over \$300,000 requires City Council or Park Board approval. Contractor shall submit a copy of the resolution passed by Contractor's board of directors authorizing Contractor to enter into this Contract or equivalent proof of Contractor's authorization.

Sec. 21. Prohibited Contracts with Certain Professionals.

A. For the purposes of this section, the terms "board" or "commission" shall be defined as including the Land Clearance for Redevelopment Authority of Kansas City, Missouri, the Tax Increment Financing Commission of Kansas City, the Port Authority of Kansas City, the Planned Industrial Expansion Authority of Kansas City, the Industrial Development Authority of Kansas City, the Kansas City Maintenance Reserve Corporation, the Kansas City, Missouri Homesteading Authority, the Landmarks Historic Trust Corporation, the Metropolitan Ambulance Services Trust,

and the Kansas City Municipal Assistance Corporation.

B. Neither the City Manager, nor any department, board or commission of the City shall contract for professional services with any attorney who, at the time of the issuance of the contract, either in an individual or firm capacity, represents any party in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal party, where the litigation has been filed with the agreement of the City and the party represented by the attorney, or where the Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

C. Neither the City Manager, nor any department, board or commission shall contract for professional services with any architect, engineer or other professional, exclusive of medical doctors or appraisers, who, at the time of the issuance of the contract, serves as an expert witness for any party in litigation against the City.

Sec. 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States

Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/files/programs/gc_1185221678150.shtm.

For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of Contract, or at any point during the term of the Contract if requested by City.

Sec. 23. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**ATTACHMENT A
SCOPE OF SERVICES**

Professional Services: Bridging The Gap, Inc. (“Non-Profit”)
Owner: Kansas City Water Services (“KC Water”)
Program: Leak Stoppers Program Renewal No. 2
KC Water Contract No: 60800057

I. GENERAL

The following paragraphs provide a general description of the work required in this Scope of Services. Subsequent paragraphs describe in detail the services to be provided by Non-Profit to manage and administer the Leak Stoppers Program.

- A. The Program. Non-Profit will coordinate with KC Water to fix home water leaks in Kansas City’s low-income, urban-core neighborhoods. Non-Profit is to provide the necessary management and administration services for this program as defined in this Scope of Services.
- B. Explicit Responsibilities. The basic Scope of Services explicitly sets forth what services Non-Profit will perform and does not implicitly put any additional responsibilities or duties upon Non-Profit. Non-Profit agrees to provide the specific basic services as identified herein. Work not specifically discussed herein shall not be performed without an amendment from KC Water.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Project Milestones and KC Water Review Requirements:
All tasks identified in this Scope of Services will be performed by May 31, 2023. Non-Profit’s completion schedule will be extended by KC Water for delays beyond the reasonable control of Non-Profit or as approved by KC Water.
- B. KC Water hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from Non-Profit. KC Water will endeavor to provide consolidated written review comments to Non-Profit within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by Non-Profit no more than fourteen (14) calendar days after receipt of written consolidated KC Water review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

The Leak Stoppers program proposed below will cost \$183,000.00 annually and will be fully funded by KC Water. It will address up to 1,000 low-income/high water usage households, which likely have one or more leaks contributing to their high bills. To select households fairly, a scoring system may be developed for such factors as bill size, number of household members, and estimated income. The program strategy is based primarily on gallons conserved per dollar spent, focusing on low-cost solutions which conserve high gallons, like

toilet flapper replacement and installation of aeration devices. Some households with very high usage will need more extensive work, such as replacing old toilets and plumbing, and related repairs. Program components are as follows:

Toilet Flapper Replacement

Using KC Water billing data, Non-Profit will identify homes that are likely to have leaking toilet flappers and will install new flappers in 800 toilets. Standard replacement flappers generally cost less than \$10 and are relatively easy to install, but the rubber seals deteriorate in water and begin to leak after 7-8 years. As part of this initiative described below, a Non-Profit employed Leak Stopper will accompany a KC Water auditor to the home, or work in pairs with another Leak Stopper, and would install new flappers as needed, with a goal of 800 homes.

Toilet Replacement Program

Toilets manufactured before 1994, when new efficiency standards were created, can contribute substantially to excessive water costs for consumers, increasing in direct relationship to the number of people living in the household. Pre-1994 toilets can use five to seven gallons of water per flush, while newer toilets that are WaterSense-certified by the U.S. EPA use 1.28 gallons of water or less per flush.

Non-Profit will replace 200 pre-1994 toilets with WaterSense-certified toilets. Because the toilet replacement program will target households living below the Federal Poverty Level and for whom the cost of toilet installation would be a hardship, the attached program budget proposes to cover the full cost of materials and installation.

Complex Leak Repair Program

More complex leaks, such as a water supply line leaks in a wall cavity, can not only result in very high monthly bills, but damage to floors and walls, potentially leading to black mold, a health threat for residents. These homes would be identified through a combination of high usage data and KC Water auditor inspection.

Homeadvisor.com estimates that the average cost of repairing and cleaning up water damage caused by leaks in the Kansas City metro is \$931. Non-Profit will coordinate extensive leak repair and damage remediation in 12 Federal Poverty Level households, budgeting the average repaid cost of \$931 per home. Non-Profit will contract with a plumber and other skilled contractors (MBE/WBE where possible) for the repairs.

Water Conservation Kits

For the Leak Stoppers program, Non-Profit recommends the full installation of a Water Conservation Kit. This kit will include a high-efficiency showerhead, a kitchen faucet aerator, two bathroom faucet aerators, and a toilet "Tank Bank". The kits will be installed by a Leak Stopper installer employed by Non-Profit. Kit installation and toilet flapper replacement do not require plumbing skills. Installers are required only to have a high school diploma and brief training. This program could become a workforce development program, similar to the KC Water's Green Stewards, if candidates were screened for backgrounds safe to enter people's homes.

Other Considerations

Based on demand in the Leak Stoppers program through the end of March 2023, the parties agree

to reduce the number of toilets replaced in the program and utilize the remaining funds in that program component to accommodate for an increase in demand for Water Conservation Kits and Complex Leak Repairs.

(End of Scope of Services)

**ATTACHMENT B
BUDGET LINE ITEM DETAIL**

Professional Services: Bridging The Gap, Inc. (“Non-Profit”)
 Owner: Kansas City Water Services (“KC Water”)
 Program: Leak Stoppers Program
 KC Water Contract No: 60800057 Renewal No. 2

I. LINE ITEM BUDGET

The following information below provides the budget detail for Non-Profit’s proposed Leak Stoppers program. This program is a partnership between KC Water and Non-Profit.

Estimated Line Item Budget - Leak Stoppers Program

<u>Component</u>	<u>Total Cost</u>
Toilet Replacement Program*	\$18,625
Toilet Flapper Replacement*	\$19,338
Water Conservation Kits*	\$49,312
Leak Repair Program*	\$17,172
Program Manager	\$34,274
Outreach and Program Promotion	\$14,703
Administrative Support	\$25,000
Mileage	\$4,400
Total	\$182,824

**Labor is included in each of the cost for each of the four components of the program.*

II. ESTIMATED WATER AND COST SAVINGS GENERATED

The following information below provides the water and cost savings estimates that the Leak Stoppers program would generate.

Estimated Water and Cost Savings from Leak Stoppers Program

<u>Component</u>	<u>Participants</u>	<u>Annual gallon Savings / household</u>	<u>Total annual savings (gallons)</u>	<u>Total annual savings (dollars)*</u>
Toilet Replacement Program	200	13,000	2,600,000	\$53,459
Toilet Flapper Replacement	800	72,000	57,600,000	\$1,184,342
Water Conservation Kits	1,000	9,000**	9,000,000	\$185,053
Leak Repair Program	100	NA	NA	NA
Total	1,000	94,000	69,200,000	\$1,422,856

**Includes water usage plus wastewater disposal costs (\$5.14/ccf and \$10.24/ccf, based on FY2022 rates).*

***9,000 gallons/year is the estimated gallon savings for the 1,000 households receiving the water conservation kit.*

(End of Budget Line Item Detail)

ATTACHMENT C

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the _____ (title) of _____ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity’s enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

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

Notary Public

My Commission expires:

ATTACHMENT D
REVENUE CLEARANCE



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

**DO NOT MAIL
atL003**

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
kcmo.gov/kctax

TEST TAXPAYER
414 E 12TH ST
KANSAS CITY MO 64106-2702

Letter Id: L1139040512
Date: 25-Oct-2017
Taxpayer Id: 1523670784



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that TEST TAXPAYER is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.



ATTACHMENT E

HRD DOCUMENTS

1. 00450 HRD Form 08: Contractor Utilization Plan & Request for Waiver
2. 00450.01: HRD Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 01290.14: Contractor Affidavit for Final Payment
5. 01290.15: Subcontractor Affidavit for Final Payment

- b. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- c. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

(List additional M/WBEs, if any, on additional page and attach to this form)

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: _____
Address: _____

Phone Number: _____
Facsimile number: _____
E-mail Address: _____

By: _____
Title: _____
Date: _____
(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public



LETTER OF INTENT TO SUBCONTRACT

Project Name/Title _____

Project Location/Number _____

Check one:
Original LOI: <input type="checkbox"/>
Updated LOI: <input type="checkbox"/>

PART I: Prime Contractor _____ agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor _____ who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

for an estimated amount of \$ _____ (or _____% of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
 - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
 - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

PART 2: This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
 - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

a) This subcontractor is (circle one): MBE WBE DBE N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) ___ Met or exceeded the Contract utilization goals; or
- (✓) ___ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) ___ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

Total Dollar Amount of Subcontract and all Change Orders: \$ _____

City Certified MBE WBE DBE NA

List certifications: _____

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

Subcontractor's Legal Name and Address

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____

By _____

Print Name

Title

ATTACHMENT F

NON-CONSTRUCTION SUBCONTRACTORS LISTING

ATTACHMENT F

Non-Construction Subcontractors Listing

Contractor shall submit Subcontractor information on this form prior to Subcontractor beginning Work. Contractor shall update this listing and keep it current for the life of the Contract.

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: _____
 Submitted By: _____
 Title: _____
 Telephone No.: _____
 Fax No.: _____
 E-mail: _____
 Date: _____

ATTACHMENT G

NON-CONSTRUCTION APPLICATION FOR PAYMENT



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**

Project Number _____
Contract Number _____
Project Title _____

Application Number: _____ Final Payment
 Ordinance Number: _____ Date: _____
 City PO Number: _____ Ordinance Date: _____

Design Professional/Contractor:

Legal Name: _____
 Mail Address: _____
 City, ST Zip: _____
 Vendor Number: _____
 Application for Work Accomplished: From _____ To: _____
 Name of Kansas City, MO Project Mgr: _____
 Kansas City, MO Contract Administrator: _____

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
Unauthorized Optional Services Amount Remaining (3-4)	[5]	_____	\$0.00
Maximum Obligation Authorized ([1+2+4] - [3])	[6]	_____	\$0.00
Total Work Completed to Date	[7]	_____	\$0.00
Total Previous Payment Applications	[8]	_____	\$0.00
PAYMENT DUE CONTRACTOR (7-8)	[9]	_____	\$0.00

Instructions to Design Professional/Contractor:

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
2. If this is the First application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment**, if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

5. Submit Application to: Water Services Department
 Name, Project Manager
 4800 E 63rd St
 Kansas City, MO 64130

Contractor:

Submitted By: _____ Signature: _____ Date: _____
 Phone: _____ Fax: _____ E-mail: _____

Kansas City:

Approved By: _____ Project Manager Date: _____
 Approved By: _____ Director or Designee Date: _____

Inter-Departmental Communication

Date: August 31, 2022

To: Mayor Quinton Lucas, Chair: Transportation, Infrastructure & Operations Committee

From: Andrea Dorch; Director; Civil Rights & Equal Opportunity Department

Subject: Docket Memo #:221007

CONTRACTOR: Bridging the Gap, Inc.
 Address: 1427 W. 9th St., Suite 201
 Kansas City, MO 64101
 Contract # 20003-2 / 6080057 Leak Stoppers Program,
 Renewal 2
 Contract Amount: \$183,000.00
 MBE Goal 11%
 WBE Goal: 11%
 Total MBE Achieved: 5%
 Total WBE Achieved: Non-responsive

MBE SUBCONTRACTORS:
 Name: All Around Plumbing, LLC
 Address: 6705 E. 140th Terrace
 Grandview, MO 64030
 Scope of Work: Plumbing Services
 Dollar Amount: \$10,000
 Ownership: Hayes, Micah
 Structure: African-American Male Code 15

WBE SUBCONTRACTORS:
 None

Comments:
 This contract is a cooperative agreement with the non-profit organization Bridging the Gap, Inc. This is the second renewal of the contract. Good Faith Efforts were approved by CREO due to mitigating circumstances.



MBE/WBE/DBE Contract Goals Request

Date: June 14, 2022
 To: Andrea Dorch; Director, Civil Rights & Equal Opportunity Department
 From: Leona Walton, KC Water

Project Number 6080057	Project Name Leak Stoppers Program, Renewal 2
Contract ID Number 20003-2	Solicitation Date:
Estimated Project Duration: 1 year (with 2 1-yr renewal options)	Presenting to Council Date:¹ 6/22/2022

Note: Click the box to select

Prevailing Wage	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Contract Category:	<input type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Non-Municipal Agency
	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Lease
	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Facilities Maintenance/Repair	<input type="checkbox"/> Tenant (MBE/WBE)
	<input checked="" type="checkbox"/> Other (Enter Type): Cooperative Agreement with non-profit		<input type="checkbox"/> Concession
Type:	<input type="checkbox"/> Original	<input type="checkbox"/> Amendment No.	
Funding:	<input checked="" type="checkbox"/> City(MBE/WBE)	<input type="checkbox"/> Federal (DBE)	<input type="checkbox"/> State (DBE)
	<input type="checkbox"/> Other:	<input type="checkbox"/> Grant#	
Construction Workforce Goals: Are the estimated construction labor hours greater than 800 and the estimated cost greater than \$300,000? If yes, complete "Required Crafts" Worksheet and include total number of hours in Description of Work.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Estimated Cost Breakdown attached - Page 2			<input type="checkbox"/> List of Required Crafts attached - Page 3

Description of work (Provide details):

Under this Program, the Non-Profit will coordinate with KC Water to fix home water leaks in Kansas City's low-income neighborhoods. The Non-Profit is to provide the necessary management and administration services for this program as defined in this Scope of Services. This Program consists of the Non-Profit coordinating with KC Water to promote water conservation and fix home water leaks in Kansas City's low-income, urban-core neighborhoods. The Non-Profit is to provide the necessary management and administration services for this program. The Leak Stoppers program will involve up to 1,000 low-income/high water usage households, which likely have one or more leaks contributing to their high bills. To select participating households, a scoring system may be developed considering such factors as bill size, number of household members, and estimated income. The program strategy is based primarily on gallons conserved per dollar spent, focusing on low-cost solutions which conserve high gallons, like toilet flapper replacement and installation of aeration devices. Some households with very high usage will need more extensive work, such as replacing old toilets and plumbing, and related repairs. Some of the Work performed by Non-Profit will be through its employees while others may be required to be performed by a licensed master plumber.

Project Manager: Tamyra Goode

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT USE ONLY:			
<input type="checkbox"/> No Goals are set for this Project; OR	11	11	
<input checked="" type="checkbox"/> The following Goals are approved for this Project	_____ % MBE	_____ % WBE	OR _____ % DBE
Civil Rights & Equal Opportunity Department	DocuSigned by:		Date: 6/14/2022
<small>12A945AC651144A</small>			

¹ Contractor Utilization Plan (CUP) MUST be submitted to CREO KC prior to being posted on docket for review & approval from Council



File #: 221013

ORDINANCE NO. 221013

Sponsor: Director of the Water Services Department

Authorizing a \$9,107,589.00 construction contract with SHEDIGS IT, L.L.C., for the Water Main Replacement in the Area of Southwest Boulevard to Main Street, W. 43rd Street to Pershing Avenue project; and authorizing a maximum expenditure of \$10,018,348.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 9735 in the amount of \$9,107,589.00 with SHEDIGS IT, L.L.C., for the Water Main Replacement in the Area of Southwest Boulevard to Main Street, W. 43rd Street to Pershing Avenue project, Project No. 80002271. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of the Water Services Department is authorized a maximum expenditure of \$10,018,348.00 from Account No. AL-8079-807705-B-80002271, Water Main Replacement Program, to satisfy the cost of this contract.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Mark P. Jones
Senior Associate City Attorney

CONTRACT

221013

Ordinance Fact Sheet

Construction/Misc. Form

updated 11-23-22

Brief Title	Approval Deadline	Reason
Authorizing a construction contract for the		To authorize execution of a construction contract and expenditures.
Water Main Replacement in the Area of		
Southwest Boulevard to Main Street,		
W. 43rd Street to Pershing Avenue project.		

Details

Reason for Contract

This construction project will be performed to replace aging, break-prone cast iron pipe (CIP) and polyvinyl chloride (PVC) water mains with ductile iron pipe (DIP).

Discussion

Project Justification

The Water Services Department is undertaking this construction project to improve distribution system reliability, increase hydraulic conveyance capacity, and support fire protection.

Project Description

This project includes the replacement of approximately 10,066 linear feet (LF) of break prone 6-inch through 24-inch break-prone or obsolete water mains and appurtenances and will provide other distribution system improvements in the area of Southwest Boulevard to Main Street, W. 43rd Street to Pershing Avenue, in Kansas City, Jackson County, Missouri. The project will replace the water mains in the following locations:

- Line 3: Replace 1,064 LF of 6-inch and 24-inch CIP water main with 8-inch DIP along Pennsylvania Avenue and W. 32nd Street between W. 31st Street and Broadway Boulevard;
- Line 4: Extend 77 LF of 8-inch DIP along Pennsylvania Avenue South of W. 32nd Street;
- Line 5: Extend 694 LF of 24-inch DIP along W. 31st Street between Pennsylvania Avenue and Broadway Boulevard;
- Line 6: Replace 748 LF of 6-inch CIP water main with 8-inch DIP along Broadway Boulevard between W. 31st Street and W. 32nd Street;
- Line 7: Replace 868 LF of 16-inch CIP water main with 24-inch DIP along Broadway Boulevard between W. 31st Street and W. 32nd Street;
- Line 8: Replace 3,526 LF of 6-inch, 8-inch, 12-inch CIP water main with 8-inch and 12-inch DIP along Broadway Boulevard between W. 35th Street and W. 39th Street;
- Line 9: Replace 2,449 LF of 6-inch, 12-inch, and 16-inch CIP water main with 8-inch, 12-inch, and 24-inch DIP along Broadway Boulevard between W. 36th Street and W. 39th Street, and
- Line 10: Replace 640 LF of 16-inch CIP water main with 16-inch DIP along W. 36th Street between Broadway Boulevard and Wyandotte Street.

This work will include the transfer of customers' water service connections from existing mains to new mains, as well as restoration of roads and properties. The amount of this contract is \$9,107,589.00.

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	SHEDIGS IT, L.L.C.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Design Engineering: Crawford, Murphy & Tilly, Inc. Inspections: City staff Construction or Project Management: City staff Service Monitoring: City staff

Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)



ORDINANCE NO. 221013

Water Main Replacement in the Area of Southwest Boulevard to Main Street, W. 43rd Street to Pershing Avenue

Authorizing a \$9,107,589.00 construction contract with SHEDIGS IT, L.L.C., for the Water Main Replacement in the Area of Southwest Boulevard to Main Street, W. 43rd Street to Pershing Avenue project; and authorizing a maximum expenditure of \$10,018,348.00.

December 7, 2022

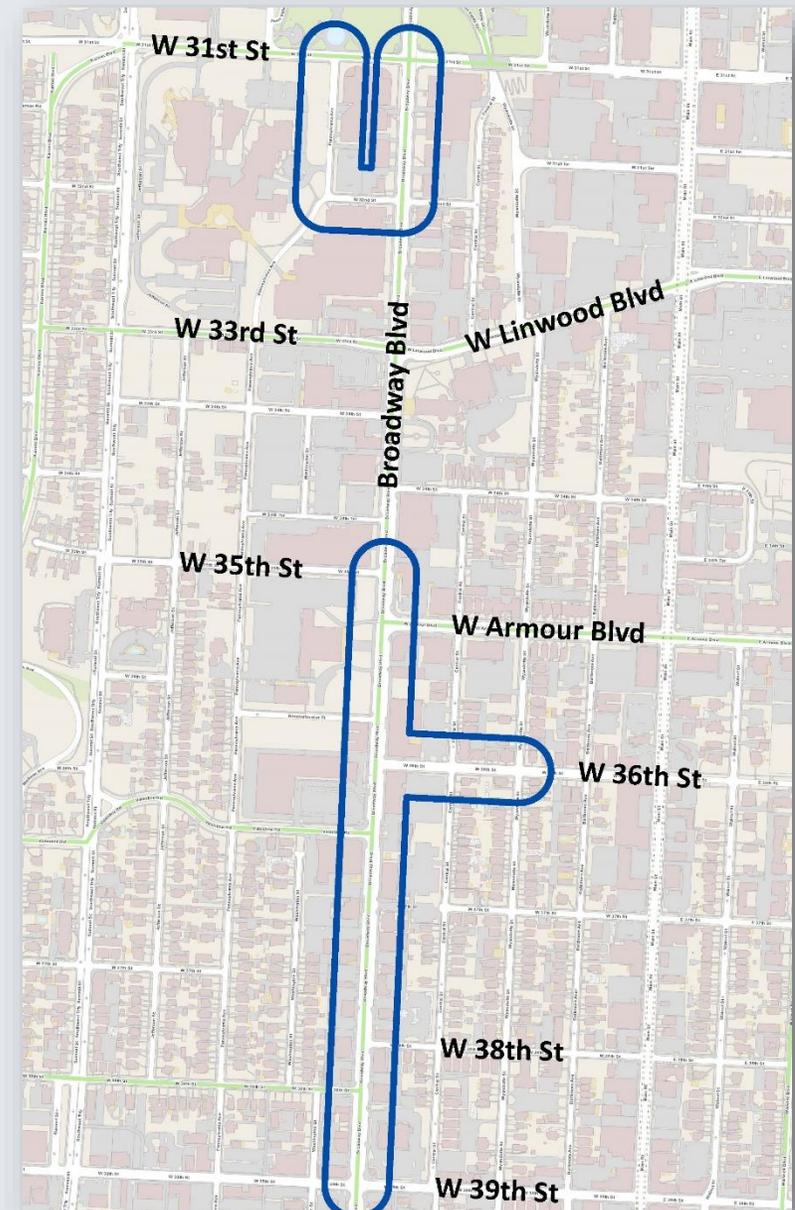
Transportation, Infrastructure & Operations
Committee



ORDINANCE NO. 221013

Water Main Replacement in the Area of Southwest Boulevard to Main Street, W. 43rd Street to Pershing Avenue

Project site map for the replacement of approximately 10,066 linear feet (LF) of break prone 6-inch through 24-inch break-prone or obsolete water mains and appurtenances and will provide other distribution system improvements in the area of Southwest Boulevard to Main Street, W. 43rd Street to Pershing Avenue.



ORDINANCE NO. 221013

Water Main Replacement in the Area of Southwest Boulevard to Main Street, W. 43rd Street to Pershing Avenue

PROACTIVE PUBLIC ENGAGEMENT

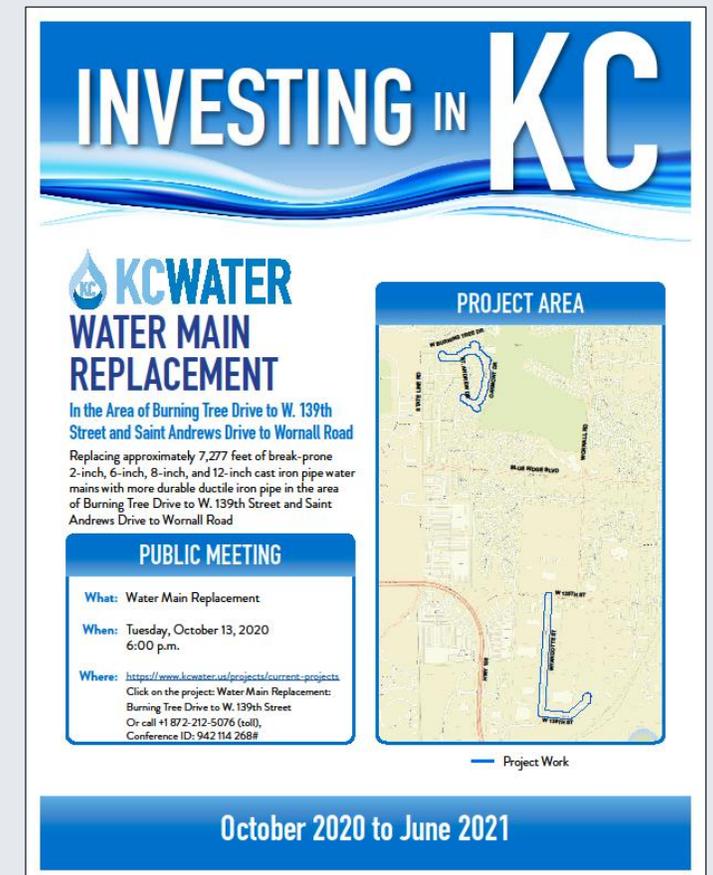
Public information sheet posted <https://www.kcwater.us/projects>

Public meeting held virtually:

- KC Water/City leaders invited internally
- Affected customers receive postcard invitation
- Project team gives overview of project and construction activity impact
- Meeting recorded and posted online

Ongoing during work:

- Contractor and Project Manager information distributed
- Contractors notify customers prior to traffic disruption and brief water outages



INVESTING IN KC

KCWATER WATER MAIN REPLACEMENT

PROJECT AREA

In the Area of Burning Tree Drive to W. 139th Street and Saint Andrews Drive to Wornall Road

Replacing approximately 7,277 feet of break-prone 2-inch, 6-inch, 8-inch, and 12-inch cast iron pipe water mains with more durable ductile iron pipe in the area of Burning Tree Drive to W. 139th Street and Saint Andrews Drive to Wornall Road

PUBLIC MEETING

What: Water Main Replacement

When: Tuesday, October 13, 2020
6:00 p.m.

Where: <https://www.kcwater.us/projects/current-projects>
Click on the project: Water Main Replacement: Burning Tree Drive to W. 139th Street
Or call +1 872-212-5076 (toll), Conference ID: 942 114 268#

October 2020 to June 2021

THANK YOU

Inter-Departmental Communication

Date: November 23, 2022

To: Mayor Quinton Lucas, Chair: Transportation, Infrastructure & Operations Committee

From: Andrea Dorch; Director; Civil Rights & Equal Opportunity Department

Subject: Docket Memo #:

CONTRACTOR: She Digs It, LLC
 Address: 600 SE Central Dr.
 Blue Springs, MO 64014
 Contract # 9735 / 80002271 – WMR in the area of Southwest Blvd. to Main St., W. 43rd to Pershing Ave.
 Contract Amount: \$9,107,589.00*
 MBE Goal 12%
 WBE Goal: 12%
 Total MBE Achieved: 19%
 Total WBE Achieved: 20%

MBE SUBCONTRACTORS:
 Name: Abay Construction, Inc.
 Address: 400 E. Red Bridge Rd., Suite 215
 Kansas City, MO 64131
 Scope of Work: Water Main Installation
 Dollar Amount: \$1,750,000
 Ownership: Tekeste, Tehawerk
 Structure: African-American Female Code 19

WBE SUBCONTRACTORS:
 Name: She Digs it, LLC**
 Address: 600 SE Central Dr.
 Blue Springs, MO 64014
 Scope of Work: Excavation / Water Main Installation
 Dollar Amount: \$1,800,000
 Ownership: Gerstner, Cheryl
 Structure: Caucasian Female Code 27

Comments:
 *Note: The contract amount includes an allowance of \$150,000.
 **Note: The prime contractor is a certified WBE and will be self-performing work on the project for WBE participation credit.



MBE/WBE/DBE Contract Goals Request

Date: May 5, 2022
 To: Civil Rights & Equal Opportunity Department
 From: Nimesha Senanayake, Water Services Department

Project Number	Project Name	
80002271	WMR in the area of SW Blvd. to Main St., W 43rd St. to Pershing Ave.- Transmisson Mains	
Contract ID Number	Estimated Cost: (cost breakdown attached)	Solicitation Date:
9735	\$ 7,828,500.00	
Estimated Project Duration:		

Note: Click the box to select

<input checked="" type="checkbox"/> FICB PREVAILING WAGE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Contract Category:	<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Non-Municipal Agency
	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Lease
	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Facilities Maintenance/Repair	<input type="checkbox"/> Tenant (MBE/WBE)
	<input type="checkbox"/> Other (Enter Type):		<input type="checkbox"/> Concession
Type:	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment No.		
Funding:	<input checked="" type="checkbox"/> City(MBE/WBE) <input type="checkbox"/> Federal (DBE) <input type="checkbox"/> State (DBE)		
	<input type="checkbox"/> Other: <input type="checkbox"/> Grant#		
Construction Workforce Goals: Are the estimated construction labor hours greater than 800 and the estimated cost greater than \$300,000? If yes, complete "Required Crafts" Worksheet and include total number of hours in Description of Work.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Estimated Cost Breakdown attached - Page 2		<input checked="" type="checkbox"/> List of Required Crafts attached - Page 3	

Description of work:

This Project in general consists of replacing approximately 14,600 LF of 6"-36" break-prone or obsolete water mains and appurtenances and providing other distribution system improvements within the project limits, generally defined as SW Blvd. to Main St., W. 43rd St to Pershing Ave.

cc: _____

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT USE ONLY:	
<input type="checkbox"/> No Goals are set for this Project; OR	
<input checked="" type="checkbox"/> The following Goals are approved for this Project	_____ 12 % MBE _____ 12 % WBE OR _____ % DBE
Civil Rights & Equal Opportunity Department	DocuSigned by: Date: _____

Goals based on availability analysis and historical data. Adjusted for feasibility of subcontracting opportunities.

¹ DBE Programs apply to specific federal or state grant requirements.
² For Projects subject to prevailing wage requirements only.
³ Federal and state grant agreements may require granting agency approval of contract goals.



File #: 221008

ORDINANCE NO. 221008

Sponsor: Director of the Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and Children's Mercy Hospital at the New Terminal at Kansas City International Airport.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to enter into a Lease Agreement with Children's Mercy Hospital at the Kansas City International Airport.

Section 2. That the Director of Aviation is authorized to execute, on behalf of the City, such documents, contracts, leases, certificates and instruments, or as may be necessary or desirable to carry out and comply with the intent of this ordinance and to implement the transaction(s) contemplated.

..end

Approved as to form:

Charlotte Ferns
Senior Associate City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use		
	Sponsor(s) Programs, Departments, or Groups Affected Sub-Program in Budget (page #)		
Discussion (including relationship to other Council actions)	Applicants/ Proponents	City Department	Other
	Staff Recommendation		
Citywide Business Plan Goal	Board or Commission Recommendation		
Citywide Business Plan Objective	Future Impacts 		
	Cost of Legislation current Fiscal Year		
Citywide Business Plan Strategy	Costs in Future Fiscal Years?		
	Annual Revenue Increase/Decrease		
	Applicable Dates:		
	Prepared by:		
	Date Prepared:		
	Reviewed by:		
	Date Reviewed		
	Reference Numbers		

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	221008
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LEGISLATION IN BRIEF:

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and Children's Mercy Hospital at the New Terminal at Kansas City International Airport.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? NO Yes/No
See Section 00: " Notes" Below

Does this legislation estimate new Revenues? NO Yes/No
0

Does this Legislation Increase Appropriations? NO Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) NO Yes/No
See Section 00: " Notes" Below

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
8300	620000	470546		0.00	100,000.00

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET

	-		-
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SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
8300	KCI Airport	-	100,000	100,000	100,000	100,000	100,000	-
TOTAL REV		-	100,000	100,000	100,000	100,000	100,000	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL EXP		-	-	-	-	-	-	-

NET Per-YEAR IMPACT	-	100,000	100,000	100,000	100,000	100,000	-
NET IMPACT (SIX YEARS)	500,000.00						

REVIEWED BY Melissa Cooper, AAE DATE 11/21/2022



File #: 221009

ORDINANCE NO. 221009

Sponsor: Director of the Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and Primeflight Aviation Services, Inc. at the New Terminal at Kansas City International Airport; and estimating revenue in the amount of \$9,300.00 to the Aviation Fund.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to enter into a Lease Agreement with Primeflight Aviation Services, Inc. at the Kansas City International Airport.

Section 2. That the Director of Aviation is authorized to execute, on behalf of the City, such documents, contracts, leases, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this ordinance and to implement the transaction(s) contemplated.

Section 3. That the revenue in the following account of the Aviation Fund is estimated in the following amount:

23-8300-620000-470546	Terminal Lease – Other	\$9,300.00
-----------------------	------------------------	------------

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Charlotte Ferns
Senior Associate City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?		Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use	
		Sponsor(s)	
		Programs, Departments, or Groups Affected	
		Sub-Program in Budget (page #)	
Discussion (including relationship to other Council actions)		Applicants/ Proponents	City Department
			Other
		Staff Recommendation	
		Board or Commission Recommendation	
		Future Impacts	
		Cost of Legislation current Fiscal Year	
		Costs in Future Fiscal Years?	
Citywide Business Plan Goal		Annual Revenue Increase/Decrease	
Citywide Business Plan Objective		Applicable Dates:	
		Prepared by:	
		Date Prepared:	
Citywide Business Plan Strategy		Reviewed by:	
		Date Reviewed	
		Reference Numbers	

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	221009
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LEGISLATION IN BRIEF:

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and Primeflight Aviation Services, Inc. at the New Terminal at Kansas City International Airport.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? Yes/No
See Section 00: " Notes" Below

Does this legislation estimate new Revenues? Yes/No
See Section 02 for new revenue estimates

Does this Legislation Increase Appropriations? Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) Yes/No
See Section 00: " Notes" Below

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
8300	620000	470546		9,300.00	183,600.00

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET **REVENUE SUPPORTED**

	9,300.00	183,600.00
--	----------	------------

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
8300	KCI Airport	9,300	183,600	183,600	183,600	183,600	183,600	-
TOTAL REV		9,300	183,600	183,600	183,600	183,600	183,600	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL EXP		-	-	-	-	-	-	-

NET Per-YEAR IMPACT **NET IMPACT (SIX YEARS)**

	9,300	183,600	183,600	183,600	183,600	183,600	-
						927,300.00	

REVIEWED BY Melissa Cooper, AAE DATE 11/21/2022



File #: 221010

ORDINANCE NO. 221010

Sponsor: Director of the Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and United Service Organizations at the New Terminal at Kansas City International Airport.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to enter into a Lease Agreement with United Service Organizations at the Kansas City International Airport.

Section 2. That the Director of Aviation is authorized to execute, on behalf of the City, such documents, contracts, leases, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this ordinance and to implement the transaction(s) contemplated.

..end

Approved as to form:

Charlotte Ferns
Senior Associate City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use		
	Sponsor(s) Programs, Departments, or Groups Affected Sub-Program in Budget (page #)		
Discussion (including relationship to other Council actions)	Applicants/ Proponents	City Department	Other
	Staff Recommendation		
Citywide Business Plan Goal	Board or Commission Recommendation		
Citywide Business Plan Objective	Future Impacts		
	Cost of Legislation current Fiscal Year		
	Costs in Future Fiscal Years?		
Citywide Business Plan Strategy	Annual Revenue Increase/Decrease		
	Applicable Dates:		
	Prepared by:		
	Date Prepared:		
	Reviewed by:		
	Date Reviewed		
	Reference Numbers		

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	221010
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LEGISLATION IN BRIEF:

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and United Service Organizations at the New Terminal at Kansas City International Airport.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? NO Yes/No
See Section 00: " Notes" Below

Does this legislation estimate new Revenues? NO Yes/No
0

Does this Legislation Increase Appropriations? NO Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) NO Yes/No
See Section 00: " Notes" Below

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
8300	620000	470546		0.00	0.00

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET RESERVE STATUS:

	-	-
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SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
8300	KCI Airport	-	-	-	-	-	-	
TOTAL REV		-	-	-	-	-	-	

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL EXP		-	-	-	-	-	-	

NET Per-YEAR IMPACT	-	-	-	-	-	-	-
NET IMPACT (SIX YEARS)	-						

REVIEWED BY Melissa Cooper, AAE DATE 11/21/2022



File #: 221011

ORDINANCE NO. 221011

Sponsor: Director of the Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and VMD Systems Integrators, Inc. at the New Terminal at Kansas City International Airport; and estimating \$9,300.00 in revenue to the Aviation Fund.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to enter into a Lease Agreement with VMD Systems Integrators, Inc. at the Kansas City International Airport.

Section 2. That the Director of Aviation is authorized to execute, on behalf of the City, such documents, contracts, leases, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this ordinance and to implement the transaction(s) contemplated.

Section 3. That the revenue in the following account of the Aviation Fund is estimated in the following amount:

23-8300-620000-470546	Terminal Lease – Other	\$9,300.00
-----------------------	------------------------	------------

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Charlotte Ferns
Senior Associate City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:																																																					
		Approval Deadline:																																																					
LEGISLATION IN BRIEF:																																																							
What is the reason for this legislation?	<table border="1" style="width: 100%;"> <thead> <tr> <th colspan="2" style="text-align: center;">Fact Sheet Color Codes</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">User Entered Field</td> </tr> <tr> <td colspan="2" style="text-align: center;">User Select From Menu</td> </tr> <tr> <td colspan="2" style="text-align: center;">For OMB Use</td> </tr> <tr> <td colspan="2" style="text-align: center;">Sponsor(s)</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">Programs, Departments, or Groups Affected</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">Sub-Program in Budget (page #)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Applicants/ Proponents</td> </tr> <tr> <td style="width: 60%;"></td> <td style="text-align: center;">City Department</td> </tr> <tr> <td></td> <td style="text-align: center;">Other</td> </tr> <tr> <td colspan="2" style="text-align: center;">Staff Recommendation</td> </tr> <tr> <td colspan="2" style="text-align: center;">Board or Commission Recommendation</td> </tr> <tr> <td colspan="2" style="text-align: center;">Future Impacts</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> <tr> <td style="text-align: center;">Cost of Legislation current Fiscal Year</td> <td></td> </tr> <tr> <td style="text-align: center;">Costs in Future Fiscal Years?</td> <td></td> </tr> <tr> <td style="text-align: center;">Annual Revenue Increase/Decrease</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">Applicable Dates:</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prepared by:</td> </tr> <tr> <td colspan="2" style="text-align: center;">Date Prepared:</td> </tr> <tr> <td colspan="2" style="text-align: center;">Reviewed by:</td> </tr> <tr> <td colspan="2" style="text-align: center;">Date Reviewed</td> </tr> <tr> <td colspan="2" style="text-align: center;">Reference Numbers</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> </tbody> </table>			Fact Sheet Color Codes		User Entered Field		User Select From Menu		For OMB Use		Sponsor(s)				Programs, Departments, or Groups Affected				Sub-Program in Budget (page #)		Applicants/ Proponents			City Department		Other	Staff Recommendation		Board or Commission Recommendation		Future Impacts				Cost of Legislation current Fiscal Year		Costs in Future Fiscal Years?		Annual Revenue Increase/Decrease		Applicable Dates:		Prepared by:		Date Prepared:		Reviewed by:		Date Reviewed		Reference Numbers			
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Citywide Business Plan Goal																																																							
Citywide Business Plan Objective																																																							
Citywide Business Plan Strategy																																																							

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	221011
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LEGISLATION IN BRIEF:

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and VMD Systems Integrators Inc. at the New Terminal at Kansas City International Airport.

What is the purpose of this legislation? OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money? Yes/No
See Section 00: " Notes" Below

Does this legislation estimate new Revenues? Yes/No
See Section 02 for new revenue estimates

Does this Legislation Increase Appropriations? Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No) Yes/No
See Section 00: " Notes" Below

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
8300	620000	470546		9,300.00	42,500.00

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET

	9,300.00	42,500.00
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RESERVE STATUS:

REVENUE SUPPORTED

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
8300	KCI Airport	9,300	42,500	31,875	-	-	-	-
TOTAL REV		9,300	42,500	31,875	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL EXP		-	-	-	-	-	-	-

NET Per-YEAR IMPACT	9,300	42,500	31,875	-	-	-	-
NET IMPACT (SIX YEARS)	83,675.00						

REVIEWED BY Melissa Cooper, AAE DATE 11/21/2022



File #: 221012

ORDINANCE NO. 221012

Sponsor: Director of the Aviation Department

Appropriating \$1,976,086.00 from the Unappropriated Fund Balance of the Aviation Fund; and authorizing an \$8,212,525.00 contract with JBT AeroTech Corporation for repair and maintenance service of passenger jet bridges in the single terminal facility at Kansas City International Airport.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Aviation Department is authorized to execute Contract No. 62210536 in the amount of \$8,212,525.00 with JBT AeroTech Corporation for repair and maintenance service of passenger jet bridges in the single terminal facility at Kansas City International Airport and to expend up to \$1,976,086.00 for the first year of the agreement. The expenditure of funds for the second through fifth years of the agreement are subject to the appropriation of funds.

Section 2. That the amount of \$1,976,086.00 is appropriated from the Unappropriated Fund Balance of the Aviation Fund to the following account:

23-8300-622354-616022	KCI Facilities-Structural	\$1,976,086.00
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Section 3. That the Director of the Aviation Department is authorized to expend an amount not to exceed \$8,202,525.00 to satisfy the costs of the contract without further Council approval, subject to the appropriation of funds.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Charlotte Ferns
Senior Associate City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use		
	Sponsor(s)		
	Programs, Departments, or Groups Affected		
	Sub-Program in Budget (page #)		
	Applicants/ Proponents	City Department	
		Other	
	Staff Recommendation		
	Board or Commission Recommendation		
	Future Impacts		
	Cost of Legislation current Fiscal Year		
	Costs in Future Fiscal Years?		
	Annual Revenue Increase/Decrease		
Citywide Business Plan Goal	Applicable Dates:		
	Prepared by:		
Citywide Business Plan Objective	Date Prepared:		
	Reviewed by:		
Citywide Business Plan Strategy	Date Reviewed		
	Reference Numbers		

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

221012

LEGISLATION IN BRIEF:

Authorizing an \$8,212,525 Contract with JBT AeroTech Corporation for repair and maintenance service of passenger jet bridges in the single terminal facility at Kansas City International Airport.

What is the purpose of this legislation?

OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money?

YES

Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues?

NO

Yes/No

0

Does this Legislation Increase Appropriations?

NO

Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No)

YES

Yes/No

See Section 04 for five years of ongoing costs (Operational and Maintenance)

Section 00: Notes:

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
8300	622354	616022		1,976,086.00	1,501,846.00

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET

-	-
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RESERVE STATUS:

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears

TOTAL REV

- - - - -

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
8300	KCI Airport	1,976,086	1,501,846	1,539,392	1,577,877	1,617,324		

TOTAL EXP

1,976,086 1,501,846 1,539,392 1,577,877 1,617,324 - -

NET Per-YEAR IMPACT

(1,976,086) (1,501,846) (1,539,392) (1,577,877) (1,617,324) - -

NET IMPACT (SIX YEARS)

(8,212,525.00)

REVIEWED BY

Melissa Cooper, AAE

DATE

11/23/2022

Inter-Departmental Communication

Date: December 6, 2022

To: Mayor Quinton Lucas, Chair: Transportation, Infrastructure & Operations Committee

From: Andrea Dorch; Director; Civil Rights & Equal Opportunity Department

Subject: Docket Memo #:221012

CONTRACTOR: JBT Aero Tech Corp.
Address: 1805 W. 2550 South
Ogden, UT 84401
Contract # 62210536 – Operation & Maintenance Services of Passenger Boarding Bridge Systems in New Terminal Facility at KCI
Contract Amount: \$8,212,525.00
MBE Goal No subcontracting opportunities
WBE Goal: No subcontracting opportunities

MBE SUBCONTRACTORS:
None

WBE SUBCONTRACTORS:
None

Comments:
No goals were set on this Facility Repair / Maintenance contract. A Sole Brand Procurement Solicitation waiver was approved by Procurement Services- no possibility of subcontracting.



MBE/WBE/DBE Contract Goals Request

Date: April 7, 2022
To: Itzel Vance, Senior Administrative Assistant, CREO
From: Jill Ronk, Property Specialist, Aviation Department - Commercial Development

Project Number	Project Name	
#62210536	Operation and maintenance service of jetway passenger boarding bridge systems in the new terminal facility at Kansas City	
Contract ID Number	Estimated Cost: (cost breakdown attached)	Solicitation Date:
#62210536	5 years not to exceed \$5,958,782	waive requested
Estimated Project Duration:		

Note: Click the box to select

→ FICB		PREVAILING WAGE:		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Contract Category:	<input type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Non-Municipal Agency		
	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Lease		
	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Facilities Maintenance/Repair	<input type="checkbox"/> Tenant (MBE/WBE)		
	<input checked="" type="checkbox"/> Other (Enter Type):		<input type="checkbox"/> Concession		
Type:	<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Amendment No.			
Funding:	<input checked="" type="checkbox"/> City(MBE/WBE)	<input type="checkbox"/> Federal (DBE)	<input type="checkbox"/> State (DBE)		
	<input type="checkbox"/> Other:	<input type="checkbox"/> Grant#			
Construction Workforce Goals: Are the estimated construction labor hours greater than 800 and the estimated cost greater than \$300,000? If yes, complete "Required Crafts" Worksheet and include total number of hours in Description of Work.					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Estimated Cost Breakdown attached - Page 2		<input type="checkbox"/> List of Required Crafts attached - Page 3			

Description of work:

Operations and maintenance service agreement with JBT AeroTech Corporation to uphold warranty obligation for purchased sole brand jetway passenger boarding bridge systems in the new terminal facility. Due to the sensitive nature and physical location of the systems, agreement will require Airport security badging. A more detailed summary of scope of service is attached and detailed contractor proposal is available upon request from KCAD. Please note that due to the proprietary nature of this system, KCAD is currently seeing a procurement waiver for this agreement.

cc: _____

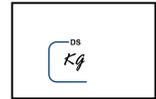
FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT USE ONLY:	
<input checked="" type="checkbox"/> No Goals are set for this Project; OR	
<input type="checkbox"/> The following Goals are approved for this Project	_____ % MBE _____ % WBE OR _____ % DBE
Civil Rights & Equal Opportunity Department	DocuSigned by: Date: 4/19/2022

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¹ DBE Programs apply to specific federal or state grant requirements.
² For Projects subject to prevailing wage requirements only.
³ Federal and state grant agreements may require granting agency approval of contract goals.



Sole Brand Waiver Kansas City Code Section 3-7



reviewed by

DATE: May 20, 2022

TO: Darrell Everette, Manager of Procurement Services

FROM: ^{DS}
pk Pat Klein, Director of Aviation
^{DS}
lr Ian Redhead, Deputy Director of Aviation

SUBJECT: Sole Brand Procurement #62210536 - Operation and maintenance service of passenger boarding bridge systems in the new terminal facility at Kansas City International Airport by JBT AeroTech Corporation

It is recommended that in accordance with Code Section 3-3, the solicitation requirements of Section D number 5 be waived and that approval be granted to enter into a new contract with JBT AeroTech Corporation to provide operation and maintenance service of passenger boarding bridge systems in the new terminal facility at Kansas City International Airport. The estimated amount of this contract will be five million nine hundred fifty eight thousand seven hundred eighty two dollars (\$5,958,782) to be paid by the Aviation Department.

The factors supporting this recommendation are as follows:

1. It is in the best interest of the City to utilize the original manufacturer of City owned passenger boarding bridge systems for all maintenance and repair. During the new terminal planning process, JBT AeroTech Corporation was awarded the initial contract for passenger boarding bridges in the new terminal facility.
2. Due to the proprietary nature of these systems, JBT AeroTech Corporation is solely qualified to meet necessary contractual obligations and maintain warranties on this City owned equipment.
3. Public solicitation would result in substantial increased cost for the City because of the proprietary nature of the passenger boarding bridge systems. Solicitation would require purchase of entirely different equipment as opposed to utilizing newly installed City owned equipment.
4. It is in the best interest of the City to utilize a contractor who has a unique or specialized experience for a specific project. This contractor has unique or specialized experience for this project.

It is understood that Council approval will be required on this new contract. Please direct any questions to Ian Redhead at 816-243-3100.

Approved by:

DocuSigned by:
Darrell Everette

5/19/2022

BE6901B73458419...
Darrell Everette, Procurement Services Manager

Date

CC: Department Director



File #: 220621

ORDINANCE NO. 220621

Authorizing the Director of Public Works to execute a Franchise Agreement with Spire Missouri, Inc. granting a non-exclusive 10-year franchise to operate a natural gas distribution plant and system within territory of the City of Kansas City, Missouri.

WHEREAS, Ordinance No. 100833, enacted October 7, 2010, granted a franchise to Missouri Gas Energy to supply, sell and furnish natural gas to Kansas City and its inhabitants for a period of ten years; and

WHEREAS, Spire Missouri Inc., successor in interest to The Empire District Gas Company, has requested a new franchise authorizing it to continue to provide natural gas service to Kansas City, Missouri and its inhabitants; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director Public Works is authorized to execute the Franchise Agreement with Spire Missouri Inc. granting a non-exclusive 10-year franchise to operate a natural gas distribution plant and system within territory of the City of Kansas City, Missouri. A copy of the Franchise Agreement in substantial form is on file in the office of the Director of Public Works.

..end

Approved as to form and legality:

Matthew W. Cooper
Associate City Attorney

GENERAL

Ordinance Fact Sheet

220621

Ordinance Number

Brief Title

Authorizing the Director of Public Works to execute a Franchise Agreement with Spire Missouri Inc.

Approval Deadline

Reason

To grant a non-exclusive 10-year franchise to operate a natural gas distribution plant and system within territory of the City of Kansas City, Missouri.

Details

Reason for Legislation

Authorizing the Director of Public Works to execute a Franchise Agreement with Spire Missouri Inc. granting a non-exclusive 10-year franchise to operate a natural gas distribution plant and system within territory of the City of Kansas City, Missouri.

Discussion

Ordinance No. 100833, enacted October 7, 2010, granted a franchise to Missouri Gas Energy to supply, sell and furnish natural gas to Kansas City and its inhabitants for a period of ten years.

Spire Missouri Inc., successor in interest to The Empire District Gas Company, has requested a new franchise authorizing it to continue to provide natural gas service to Kansas City, Missouri and its inhabitants.

This ordinance will authorize the Director Public to execute the Franchise Agreement with Spire Missouri Inc. granting a non-exclusive 10-year franchise to operate a natural gas distribution plant and system within territory of the City of Kansas City, Missouri. A copy of the Franchise Agreement in substantial form is on file in the office of the Director of Public Works.

Positions/Recommendations

Sponsor	City Engineer
Programs, Departments, or Groups Affected	Public Works
Applicants / Proponents	Applicant City Department Public Works Other
Opponents	Groups or Individuals Basis of opposition
Staff Recommendation	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against
Board or Commission Recommendation	By <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken <input type="checkbox"/> For, with revisions or conditions (see details column for conditions)
Council Committee Actions	<input type="checkbox"/> Do pass <input type="checkbox"/> Do pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass

Discussion (continued)

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Policy/Program Impact

Policy or Program Change	<input type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

Finances

Cost & Revenue Projections -- Including Indirect Costs	
Financial Impact	
Fund Source (s) and Appropriation Account Codes	

Applicable Dates:

Fact Sheet Prepared by:

Homer Janssens
Right of Way Reviewer
Department of Public Works

Reference Numbers



File #: 220693

ORDINANCE NO. 220693

Amending Chapter 62, Article II of the Code of Ordinances entitled Solid Waste, by repealing Section 62-41, “Residential refuse collection - Eligibility,” and enacting in lieu thereof a new section of like number and subject matter which amends residents eligible for residential refuse collection.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 62, Article II of the Code of Ordinances is hereby amended by repealing Section 62-41, entitled “Residential refuse collection-eligibility” and enacting in lieu thereof a new section of like number and subject matter, to read as follows:

Sec. 62-41. Residential refuse collection-eligibility.

(a) Eligible buildings and dwelling units. The City will provide public curbside refuse collection and disposal services to each habitable dwelling unit in a residential building containing six or fewer units, which fronts on a public or private (subject to subsection b) street. Residential buildings containing more than six units may be eligible for service if each unit has separate sidewalk and driveway access which fronts a public or private (subject to subsection b) street.

(b) Residential buildings on private streets or drives may be provided refuse services upon entering into an agreement with the City whereby the owners of such residential buildings waive any claims against the City for damage to the private street or drive due to refuse collection.

(c) Every person not receiving city-provided refuse collection services shall provide for the collection and disposal of refuse in accordance with the provisions of article I of this chapter and the rules and regulations adopted thereunder.

..end

Approved as to form and legality:

Dustin E. Johnson

Assistant City Attorney

**No Fact Sheet
for
Ord.
220693**

