

**GOVERNING BODY WORKSHOP AGENDA  
ROELAND PARK  
Roeland Park City Hall - 4600 W 51st St  
Monday, December 5, 2016 6:00 PM**

- |                                                                                                                                                                                                                                       |                                                                                                                                                                                                       |                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Joel Marquardt, Mayor</li><li>• Erin Thompson, Council Member</li><li>• Becky Fast, Council Member</li><li>• Michael Poppa, Council Member</li><li>• Ryan Kellerman, Council Member</li></ul> | <ul style="list-style-type: none"><li>• Tim Janssen, Council Member</li><li>• Teresa Kelly, Council Member</li><li>• Sheri McNeil, Council Member</li><li>• Michael Rhoades, Council Member</li></ul> | <ul style="list-style-type: none"><li>• Keith Moody, City Administrator</li><li>• Jennifer Jones-Lacy, Asst. Admin.</li><li>• Kelley Bohon, City Clerk</li><li>• John Morris, Police Chief</li><li>• Jose Leon, Public Works Director</li></ul> |
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**Admin**

Poppa  
Fast

**Finance**

Kelly  
Janssen

**Safety**

Thompson  
Rhoades

**Public Works**

Kellerman  
McNeil

**I. APPROVAL OF MINUTES**

A. October 17, 2016

**II. DISCUSSION ITEMS:**

1. On Call City Engineer Selection (est. time 5 min.)
2. Amendment to Salt Dome Agreement (est. time 10 min.)
3. Mowing Contract Extension (est. time 5 min.)
4. Streetlight Maintenance Extension (est. time 5 min.)
5. 2017 Street Maintenance SKW Task Order 35 (est. time 5 min.)
6. Set Topics for Community Forum Monday, January 23 (est. time 10 min.)
7. October Financials (est. time 10 min.)
8. 2016 Budget Amendment (est. time 5 min.)
9. Committee Appointments and Reappointments (est. time 5 min.)
10. Changes to Type 1 Special Event Terms (est. time 5 min.)

**III. NON-ACTION ITEMS:**

**IV. ADJOURN**

**Welcome to this meeting of the Committee of the Whole of Roeland Park.**

**Below are the Procedural Rules of the Committee**

*The governing body encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules before the meeting begins.*

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the Committee of the Whole meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. **Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.**
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the Committee of the Whole during Public Comments and/or before consideration of any agenda item; however, no person shall address the Committee of the Whole without first being recognized by the Chair or Committee Chair. Any person wishing to speak at the beginning of an agenda topic, shall first complete a Request to Speak form and submit this form to the City Clerk before discussion begins on that topic.
- C. **Purpose.** The purpose of addressing the Committee of the Whole is to communicate formally with the governing body with a question or comment regarding matters that are on the Committee's agenda.
- D. **Speaker Decorum.** Each person addressing the Committee of the Whole, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the Committee of the Whole, each speaker shall limit comments to two minutes per agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak



may be accommodated within the time available.

- F. **Speak Only Once Per Agenda Item.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident group affiliation, if any, before delivering any remarks.
- H. **Agendas and minutes** can be accessed at [www.roelandpark.org](http://www.roelandpark.org) or by contacting the City Clerk

***The governing body welcomes your participation and appreciates your cooperation. If you would like additional information about the Committee of the Whole or its proceedings, please contact the City Clerk at (913) 722.2600.***

Item Number: APPROVAL OF MINUTES- I.-A.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **October 17, 2016**  
Item Type:

### Recommendation:

### Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

### ATTACHMENTS:

| Description                                                                                            | Type       |
|--------------------------------------------------------------------------------------------------------|------------|
|  October 17 minutes | Cover Memo |

**GOVERNING BODY WORKSHOP MINUTES**  
**Roeland Park City Hall**  
**4600 W 51st Street, Roeland Park, KS 66205**  
**Monday, October 17, 2016 6:00 P.M.**

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Jose Leon, Public Works Director

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Kelly  
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**Safety**

Thompson  
Rhoades

**Public Works**

Kellerman  
McNeil

CMBR Thompson called the meeting to order and noted that CMBRS Fast and Janssen were absent.

**I. MINUTES**

1. September 19, 2016

The September 19, 2016 Governing Body Workshop minutes were approved as submitted.

**II. DISCUSSION ITEMS:**

**1. Consider Raising the Age to Buy Cigarettes and Tobacco Products**

Dr. Bridget McCandless, CEO of the Healthcare Foundation of Greater Kansas City addressed the Governing Body with respect to Tobacco 21. She works on issues related to the underserved and uninsured and the health of greater community. She said 19 communities in the Kansas City area have enacted Tobacco 21, and agree to raise the age for the sale and purchase of tobacco and vaping products to 21. This equates to reaching 1.4 million children.

CMBR Rhoades said he has seen statistics that more high school students are smoking marijuana than cigarettes. Dr. McCandless has seen the national trends that cigarette smoking is coming down, but they are also seeing a commensurate increase in the use of vaping. They do know that marijuana is a substance that is typically not used for as long and the exposure to it is not as intense as when someone is addicted to nicotine and feels these are different issues. Someone may smoke a pack of cigarettes in a day, but would not smoke that many marijuana cigarettes. In reality, both cigarette/vaping use is still higher than marijuana use.

CMBR Thompson feels this is an important initiative for the City and the majority of Roeland Park's neighbor cities have taken this issue on. She added that it is good to support the KU cancer center and the residents that work there.

CMBR McNeil said that at 18 years of age people can make many adult decisions and see this as another layer of government interference in personal lives and personal choices.

Dr. McCandless addressed the fact that the military is strongly discouraging the use of tobacco.

Scott Hall, Vice President with Greater Kansas City Chamber of Commerce said that 18 of the 19 communities in the Greater Kansas City area have passed a Tobacco 21 ordinance imposing a prohibition on both the purchase and sale of tobacco/vaping products. Kansas City, Kansas is the exception where it is only illegal to sell, not to buy the products. The Chamber's recommendation is that it is most important to prohibit the sale as it is hard

to purchase if it is illegal to sell to an 18 year old. It is not a prohibition on possession or use for 18 to 20 year olds.

CMBR Poppa expressed his support of this item and thanked everyone in support of the issue.

CMBR Kellerman asked where this program has been presented. Mr. Hall said they were turned down in Gardner and Fairway out of the 21 communities they went to. There have been other communities that have not heard the presentation and have decided not to take it to their Councils.

It was noted that the ordinance would be enforced by the police department. Chief Morris said he has not participated in any sting operations for underage drinking or underage tobacco sales.

Jamie Katz, Johnson County Mental Health Center, prevention coordinator said that enforcement is done at a state level. They also have a Reward and Reminder program where they go into licensed establishments and youth attempt to buy tobacco or vaping products. If the clerk asks for their ID or their age, they get a reward. If they ask for money for a purchase, then they get a reminder.

CMBR Kelly said she is a proponent of the program and it doesn't hurt to give young people guidance. She thinks it is the right thing to do to set a good example as a city and join the neighbors to create a blanket in the area with those on board for the health of the community.

***Public Comment:***

**Tom Madigan** - Mr. Madigan said it is a "feel good" ordinance and that original language had no enforcement measures in it.

There was agreement among the Governing Body to have an ordinance drafted in support of Tobacco 21 and to bring it back to a City Council meeting when it is complete.

**2. 3<sup>rd</sup> Quarter Safety Statistics**

Police Chief Morris provided the 3<sup>rd</sup> Quarter Safety Statistics covering the time from July through September. His department filed a total of 230 reports, 53 of which were uniform crime offenses. They also had 177 non-related reports. Chief Morris gave a breakdown by area noting that there were 34 incidents on the west side of Roe, 35 on the east side of Roe, 27 at the Boulevard Apartments, 5 at Price Chopper, 11 at Lowe's, 22 at Walmart, 49 in the business district, 12 at the Police Department, and 16 others out of the city.

Chief Morris also gave year-to-date statistics and noted that his department's clearance rate for offenses stands at 55.75 percent. They are pleased with that number.

They are continuing their efforts to reduce accidents and have completed four traffic blitzes to date. Following his report, Chief Morris reminded everyone to stay safe.

**3. Code Enforcement Periodic Update**

**4. Executive Session City Attorney Selection**

**MOTION:** CMBR POPPA MOVED AND CMBR KELLY SECONDED THAT THE COMMITTEE RECESS INTO EXECUTIVE SESSION PURSUANT TO THE PERSONNEL MATTERS OF NON-ELECTED PERSONNEL EXEMPTION TO THE OPEN MEETINGS ACT WITH THE OPEN MEETING TO RESUME AT 6:55.  
(MOTION PASSES 8-0)

**5. Ordinance 941 – Signs**

6. **Bike Walk Ad-Hoc Final Report**
7. **Copier Lease Agreement**
8. **Form a Task Group to Research the Logistics and Costs of Live Streaming, Recording and Archiving City Council Workshops and City Council Meetings**

### **III. ADJOURN**

There was agreement to move Items 3, 4, 5, 6, 7 and 8 to the City Council agenda under New Business.

Item Number: DISCUSSION ITEMS- II.-1.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

### Action Item Summary

Date: 12/1/2016  
Submitted By: Jose Leon, Director of Public Works  
Committee/Department: Public Works  
Title: **On Call City Engineer Selection (est. time 5 min.)**  
Item Type: Agreement

#### Recommendation:

**Staff recommends Council to approve the On-Call City Engineer Agreement with Larkin Lamp Rynearson (LLR).**

#### Details:

Staff issued a Request For Qualifications (RFQ) for On-Call City Engineer Services. The City received 10 responses. Staff coordinated a panel which included: Director of Public Works, City Administrator, Asst. City Administrator, Mayor, both Public Works Committee Chairs, and (guest) City of Overland Park City Engineer. The panel reviewed and ranked the proposals, then interviewed the top five (5) scoring teams. Completing the process, the panel instructed staff to pursue an agreement with LLR as our On-Call City Engineer.

Staff will continue to work with Shafer, Kline, and Warren (SKW) through the completion of projects which are in construction or nearing bid process. These include work on the caves site, 2017 street maintenance, and any additional work that needs to be completed on the north east and west cloverleaves. Staff would like to thank SKW for their commitment to serving Roeland Park over the last 4+ years.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

#### Additional Information

- LLR has agreed to provide 20 hours from Point of Contact to the City at no cost
- LLR has agreed to hold the hourly rates of their staff until March 2018.

#### ATTACHMENTS:

| Description                                                                                                                               | Type            |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|  Larkin Lamp Rynearson Agreement - On Call City Engineer | Backup Material |

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made as of the \_\_\_\_ day of January 1, 2017, by and between the City of Roeland Park, Kansas, its successors and assigns, hereinafter called the CITY, and Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson (LLR), a Nebraska Corporation, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional engineering services as hereinafter described; and

WHEREAS, the CONSULTANT, ( a Nebraska Corporation with offices at 9001 State Line Road, Suite 200 , Kansas City, MO 64114) is registered and in good standing in accordance with the laws of the State of Kansas and is qualified to provide the professional engineering and planning services desired by the CITY.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

The CONSULTANT will serve as the CITY'S On-Call City Professional Engineer representative in those phases of the Project to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.

AND the CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related Engineering Consultant Services in connection with the Project;



The CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below.

## **PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT**

After the CITY issues a notice to proceed, the CONSULTANT shall proceed with the following services.

- a. Attend City Council Meetings, Planning Commission meetings, Council Workshops, or other meetings as required. Accompany the City Administrator or Public Works Director to Mid-America Regional Council (MARC), CARS, and SMAC meetings.
- b. Consult with City Officials.
- c. Perform engineering and planning reviews of site plans, studies and reports submitted for City approval.
- d. Perform small engineering studies including, Traffic Engineering Services, but not limited to intersection capacity analyses, pedestrian crossing studies, intersection control studies, localized drainage studies, in-field review of streets, sidewalks, drainage structures, or other street appurtenances.
- e. Assist in the development of applications for Federal, State, MARC, County and other funding opportunities.
- f. Develop and/or review annual roadway maintenance practices and provide guidance for recommended methods of roadway repairs.
- g. Provide consultant services to the Planning Commission and Board of Zoning Appeals.

- h. Other miscellaneous consulting engineering services, as mutually agreed upon by the CITY and CONSULTANT.

In the event additional services are required through changes in the scope of the project, or unusual or unforeseen circumstances are encountered, or the CITY desires other design services for significant projects, the CONSULTANT shall, upon written authorization by the CITY, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

## **PART B — INSPECTIONS, CONFERENCES, AND APPROVALS:**

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

## **PART C — COMPENSATION:**

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and B herein as follows:

Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof (EXHIBIT A).

CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.

CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.

All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours. All invoices for services shall be submitted to the City by the second Monday of each month.

Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.

The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work.

Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged in accordance with EXHIBIT A - Hourly Rate Schedule. Blue line prints on white paper made at the CONSULTANT'S office will be included at the CONSULTANT'S cost in accordance with EXHIBIT A - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

## **PART D – OBLIGATIONS OF CITY:**

CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.
2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with

respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

## **PART E — TERMINATION OF THE AGREEMENT:**

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45 day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part G, Section 4 of this Agreement. No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part G, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

## **PART F — COMMISSIONS AND FEES:**

The CONSULTANT assures that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this

Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **PART G — GENERAL CONSIDERATIONS:**

### **1. Insurance**

The CONSULTANT shall secure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT'S general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out of this Agreement caused by any error, omission, or act of the CONSULTANT or its employees, agents or representatives in at least the amounts hereunder set forth as desirable.

The insurance provided shall contain provisions that it cannot be canceled or modified or fail to be renewed except upon 30 days prior written notice to the CITY from the insurer(s) at risk, and shall be in at least the following minimum amounts:

- (a) Professional Liability insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and annual aggregate (including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of CONSULTANT’S services in relation to the Project) covering personal injury, bodily injury and property damages, which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement, if reasonably available and in the reasonable opinion of the CONSULTANT affordable.
- (b) Commercial General Liability Insurance (including broad-form contractual liability and completed operations), covering personal injury, bodily injury, death and property damage in the following amounts:

|                                         |             |
|-----------------------------------------|-------------|
| Each Occurrence                         | \$1,000,000 |
| Personal & Adv Injury                   | \$1,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| General Aggregate                       | \$2,000,000 |

The completed operations coverage shall extend for three (3) years after completion of CONSULTANT’S services.

- (c) Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00), combined single limit, covering personal injury, bodily injury, death and property damage.
- (d) Workers Compensation Insurance (and to the extent such is not applicable, Employers Liability Insurance) which shall fully comply with applicable law, and employer’s liability insurance with limits of not less than the greater of (i) statutory requirements or (ii) One Hundred Thousand Dollars (\$100,000.00) per occurrence. CONSULTANT shall provide a valid waiver executed by workers compensation and employer’s liability insurance carrier(s) of any right of subrogation against CITY or its employees for any injury to a covered employee working on CITY’S premises.

All liability insurance, except professional liability insurance, shall be written on an occurrence basis with form(s) and carrier(s) acceptable to CITY.

2. **Indemnity**

**Indemnification:** (a) CONSULTANT shall insure specifically the indemnification by it contained in this Agreement, and shall include the Indemnitees as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. The insurance coverage afforded under these policies shall be (i) primary to any insurance carried independently by the Indemnitees and (ii) not deemed to limit CONSULTANT'S liability under this Agreement. Prior to CITY'S execution of this Agreement, CONSULTANT shall provide to CITY Certificates of Insurance reflecting the required coverages. The Certificate shall specify the date when such insurance expires. The insurance policies shall provide that CITY shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal or material modification of coverage of such insurance. A renewal certificate shall be furnished to CITY prior to the expiration date of any coverage, and CONSULTANT shall give CITY written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change. Cancellation, non-renewal or material modification of coverage of any such insurance shall constitute a failure to perform within the meaning of this Agreement.

**Indemnity – Commercial General Liability/Non Professional:**

CONSULTANT hereby agrees to indemnify and hold CITY, its officers and

employees (collectively the “Indemnitees”) harmless from and against any and all losses, judgments, injuries, damages and expenses (including but not limited to reasonable attorney’s fees, expenses of litigation, fines and penalties) that the Indemnitees, or any one or more of them, may incur by reason of any injury, sickness, disease or death to any person or any damage or injury to any property (including but not limited to property of any one or more of the Indemnitees) to the extent arising out of or occurring in connection with the services performed by CONSULTANT under this Agreement or any of CONSULTANT’S acts or omissions. CONSULTANT further agrees that its obligation to indemnify the Indemnitees shall include, but not be limited to, liability for damages resulting from the personal injury, sickness, disease or death of any of CONSULTANT’S employees, regardless of whether CONSULTANT has paid the employee under the provisions of any workers compensation statute or law, or any similar federal or state legislation with protection of employees and that CONSULTANT’S obligation to indemnify the Indemnitees shall apply regardless of any contributory or concurrent negligence of any Indemnitee or Indemnitees. Nothing in this section shall be deemed to impose liability on CONSULTANT to indemnify the Indemnitees to the extent the cause of any loss is the negligence or other actionable fault of one or more of the Indemnitees. In the event the loss is caused by the joint or concurrent negligence of CONSULTANT and one or more of the Indemnitees, the loss shall be borne by each party in proportion to its negligence.

**Indemnity – Professional Liability:** CONSULTANT shall, to the fullest extent permitted by law, hold harmless and indemnify the CITY, its Governing Body



and each member thereof, and CITY'S officers, employees, commission members, representatives and their successors and assigns from any and all losses, liabilities, claims, suits, damages, expenses and costs, including reasonable attorney's fees and costs, to the extent caused by CONSULTANT'S negligent performance or negligent omission of performance of professional services under this Agreement and those of CONSULTANT'S subconsultants or anyone for whom CONSULTANT is legally liable.

### **3. Successor and Assigns**

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other.

CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

### **4. Ownership of Documents**

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications

prepared under this Agreement shall become the property of the CITY upon completion of the work or as provided in Part E, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to the CITY. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable and if they are reused must be approved by the Consultant. If and to the extent necessary for the CITY'S ownership of such plans and specifications and all other contract documents, CONSULTANT hereby assigns all copyright rights therein to the CITY and, if and to the extent such rights are not so assignable, grants an irrevocable exclusive right and license to use thereof by CITY without payment of any additional compensation, but must be approved by the Consultant. The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the City Council, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

## **PART H – NON DISCRIMINATION**

1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, familial status, sexual orientation, gender identity or military status. In all solicitations or advertisements for employees, CONSULTANT shall

include the phrase “Equal Opportunity Employer” or a similar phrase approved by the Kansas Human Rights Commission.

2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
3. If CONSULTANT is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, or found guilty of a violation of Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, CONSULTANT shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
4. CONSULTANT shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.
5. Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

## **PART I – MISCELLANEOUS**

1. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**2. Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**3. Controlling Law**

This Agreement is to be governed by the law of the State of Kansas.

**4. The project manager for CONSULTANT will be Dan Miller, P.E. and Tony O'Malley will serve as the Principal-in-Charge.**

**5. CONSULTANT represents that the engineering services to be provided hereunder shall be performed by or under the direct supervision of an engineer duly licensed under the laws of the state of Kansas. Furthermore, CONSULTANT represents that all engineering documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.**

6. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in Johnson County under similar conditions.
7. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.
8. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.
9. The term of this agreement shall be for three (3) years, with up to three (3) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between LLR and the CITY of Roeland Park staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting LLR's most current Hourly Rate Schedule.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as

of the day and year first above written.

LAMP RYNEARSON & ASSOCIATES  
D/B/A LARKIN LAMP RYNEARSON.

By   
Tony O'Malley

Title: Office Leader  
Address:  
9001 State Line Road  
Kansas City, MO 64114  
Facsimile: (816) 361-0045

CITY OF ROELAND PARK, KANSAS

By \_\_\_\_\_  
Keith Moody

Title: City Administrator  
Address:  
4600 W. 51<sup>st</sup> Street  
Roeland Park, Kansas 66205  
Facsimile: (913) 722-3713

ATTEST:

\_\_\_\_\_  
Kelley Bohon, City Clerk

Approved as to form:

\_\_\_\_\_  
Neil R. Shortlidge, City Attorney

Exhibit A

| <b>Lamp Ryneearson &amp; Associates, Inc. d/b/a<br/>Larkin Lamp Ryneearson</b> |                         |
|--------------------------------------------------------------------------------|-------------------------|
| <b>HOURLY RATE SCHEDULE</b>                                                    |                         |
| <b>March 31, 2016 – March 31, 2018<br/>(Roeland Park, KS only)</b>             |                         |
|                                                                                |                         |
| <b>Position / Title</b>                                                        | <b>\$ - Hourly Rate</b> |
| Principal III                                                                  | 241.00                  |
| Sr. Group Leader II                                                            | 206.00                  |
| Sr. Group Leader III                                                           | 222.00                  |
| Sr. Project Manager IV                                                         | 166.00                  |
| Sr. Project Manager III                                                        | 155.00                  |
| Project Manager III                                                            | 135.00                  |
| Sr. Project Engineer II                                                        | 117.00                  |
| Sr. Landscape Architect V                                                      | 157.00                  |
| Landscape Architect II                                                         | 78.00                   |
| Landscape Architect I                                                          | 70.00                   |
| Project Engineer III                                                           | 97.00                   |
| Project Engineer II                                                            | 90.00                   |
| GIS Specialist III                                                             | 90.00                   |
| Sr. Project Designer III                                                       | 138.00                  |
| Project Designer IV                                                            | 96.00                   |
| Engineering Tech II                                                            | 73.00                   |
| Construction Observer V                                                        | 88.00                   |
| Survey Project Mgr III                                                         | 120.00                  |
| Survey Technician II                                                           | 73.00                   |
| Party Chief II                                                                 | 76.00                   |
| Survey Field Tech II                                                           | 60.00                   |
| Administrative Assistant II                                                    | 59.00                   |
| Administrative Assistant I                                                     | 51.00                   |
| Marketing Coordinator II                                                       | 75.00                   |
| Offices Services Manager                                                       | 106.00                  |

| <b>Item</b>                      | <b>\$ - Charge Rate</b> |
|----------------------------------|-------------------------|
| Plots (Color) bond               | \$2.50 /SF              |
| Plots (Color) mylar              | \$6.00 /SF              |
| Plots (Color) photo paper        | \$6.00 /SF              |
| Mileage                          | \$0.62/mi               |
| Administration of Subconsultants | Actual cost plus 10%    |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                   |                                                       |               |
|-----------------------------------------------------------------------------------|-------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>The Harry A. Koch Co.<br>P.O. Box 45279<br>Omaha NE 68145-0279 | <b>CONTACT NAME:</b>                                  |               |
|                                                                                   | <b>PHONE (A/C, No, Ext):</b> 402-861-7000             |               |
|                                                                                   | <b>FAX (A/C, No):</b>                                 |               |
|                                                                                   | <b>E-MAIL ADDRESS:</b>                                |               |
|                                                                                   | <b>INSURER(S) AFFORDING COVERAGE</b>                  | <b>NAIC #</b> |
|                                                                                   | <b>INSURER A:</b> XL Specialty Insurance Co           | 37885         |
|                                                                                   | <b>INSURER B:</b> Valley Forge Insurance Co.          | 20508         |
|                                                                                   | <b>INSURER C:</b> National Fire Insurance Co of Hartf | 20478         |
|                                                                                   | <b>INSURER D:</b> Continental Insurance               | 35289         |
|                                                                                   | <b>INSURER E:</b> Transportation Insurance Company    | 20494         |
|                                                                                   | <b>INSURER F:</b>                                     |               |

**COVERAGES****CERTIFICATE NUMBER:** 1013465856**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                   | ADDL INSD                                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                                              |          | 6020388563    | 9/30/2016               | 9/30/2017               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$15,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                         |                                              |          | C6020388577   | 9/30/2016               | 9/30/2017               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| D        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0                                                                                   |                                              |          | C6020388594   | 9/30/2016               | 9/30/2017               | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                                |
| E        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                       | Y/N<br><input checked="" type="checkbox"/> N | N/A      | WC6020388580  | 9/30/2016               | 9/30/2017               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                                          |
| A        | Architects/Engineers Professional Liability Claims Made Basis                                                                                                                                                                                                                                                                                       |                                              |          | DPR9907106    | 9/30/2016               | 9/30/2017               | \$5,000,000<br>\$5,000,000<br>Ea.Claim Aggregate                                                                                                                                                                                          |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Roeland Park, Kansas is additional insured for general liability if required by written contract executed prior to loss.  
Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss.  
The general liability, auto liability, workers compensation, umbrella and professional liability policies have been endorsed to provide 30 days notice of cancellation, except for cancellation for nonpayment of premium, in which case 10 days notice of cancellation will be provided.

**CERTIFICATE HOLDER****CANCELLATION**

City of Roeland Park, Kansas  
Attn: Jose Leon  
Roeland KS 662015

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Item Number: DISCUSSION ITEMS- II.-2.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

### Action Item Summary

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Date: 11/28/2016  
Submitted By: Keith Moody  
Committee/Department: Public Works  
Title: **Amendment to Salt Dome Agreement (est. time 10 min.)**  
Item Type: Agreement

#### Recommendation:

**Staff recommends amending the agreement with Fairway to clarify the apron as being included as a cost share item of construction and maintenance.**

#### Details:

The original agreement between Fairway and Roeland Park does not address if the apron (paved area in front of the new salt dome) is part of the project. Fairway staff indicate the approach was anticipated to be a cost share item but was not addressed in the original agreement as that cost was not known at that time.

The apron is clearly an improvement that purely serves the salt dome and it is reasonable that this improvement would be a shared cost as is the dome itself. Language has been added to the agreement to reflect that the apron construction cost and maintenance cost will be shared equally between the two cities (added language is highlighted in green in the Amended Agreement document).

How does item relate to Strategic Plan?

The cost sharing agreement provides for efficient use of capital assets by both city's and enhances service dependability.

How does item benefit Community for all Ages?

N/A

## Additional Information

Roeland Park's share of the apron construction cost is \$11,848.65, which will be paid for out of the Equipment & Building Reserve Fund - Bldg Expense.

### ATTACHMENTS:

| Description                                                    | Type            |
|----------------------------------------------------------------|-----------------|
| <input type="checkbox"/> Salt Dome Amended Agreement - Final   | Backup Material |
| <input type="checkbox"/> Salt Dome Amended Agreement - Changes | Backup Material |
| <input type="checkbox"/> Salt Dome Cost Estimate 12-24-14      | Cover Memo      |
| <input type="checkbox"/> Salt Dome Plan Sheets                 | Cover Memo      |
| <input type="checkbox"/> Original Agreement                    | Cover Memo      |

## **RESTATED SALT DOME AGREEMENT AND ACCESS EASEMENT**

THIS SALT DOME AGREEMENT AND ACCESS EASEMENT (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between the CITY OF ROELAND PARK, KANSAS, a Kansas municipal corporation ("Roeland Park"), having its principal place of business at 4600 West 51<sup>st</sup> Street, Roeland Park, Kansas 66205, and the CITY OF FAIRWAY, KANSAS, a Kansas municipal corporation ("Fairway"), having its principal place of business at 4210 Shawnee Mission Parkway, Suite 100, Fairway, Kansas 66205.

### **WITNESSETH:**

WHEREAS, Fairway is the owner of that certain real property located in the City of Roeland Park, Johnson County, Kansas and more particularly described on Exhibit A attached hereto and made a part hereof (the "Fairway Property");

WHEREAS, Fairway and Roeland Park previously entered into an Agreement in 2015 to provide for the construction, joint ownership and joint use and operation of a salt storage facility and related appurtenances (the "Salt Dome") on the Fairway Property, and the parties' rights and obligations in connection therewith, including without limitation an easement for access to the Salt Dome across the Fairway Property for the benefit of Roeland Park; and

WHEREAS Fairway and Roeland Park want to amend and restate such original agreement,

WHEREAS, K.S.A. 12-2908 authorizes the parties to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained herein, each act performed hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

### **ARTICLE 1.**

#### **CONSTRUCTION OF SALT DOME BY FAIRWAY**

**Section 1.1 Construction of Salt Dome.** Fairway shall construct and develop the Salt Dome on the Fairway Property. The Salt Dome, and the construction and development thereof, shall be in accordance with Plans and Specifications (hereinafter defined), the terms of this Agreement, and the applicable permitting, zoning and other applicable requirements of Roeland Park. All construction shall be performed and completed in a diligent, good and workmanlike manner, in accordance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations. In the event commencement of construction of the Salt Dome has not occurred by 11/1/16 or substantial completion of the Salt Dome has not occurred by 11/1/16, Roeland Park may terminate this Agreement, and upon any such termination the parties shall have no rights or obligations with respect to the other party under this Agreement.

**Section 1.2 Cost of Construction and Development.** Fairway shall pay for the initial cost of construction and development of the Salt Dome and approach as depicted in Exhibit B. Within forty-five (45) days of the issuance of a certificate of substantial completion for the Salt Dome and the delivery by Fairway to Roeland Park of the invoices and other supporting documentation evidencing the actual cost of construction (as reasonably required by Roeland Park) of the Salt Dome and approach as depicted in Exhibit B, Roeland Park shall reimburse Fairway for fifty percent (50%) of the actual cost of construction of the Salt Dome and approach as depicted in Exhibit B.

**Section 1.3 Plans.** Prior to commencement of construction of the Salt Dome, Fairway shall submit for Roeland Park's written approval the final plans and specifications for the Salt Dome (hereinafter, "Plans and Specifications"). Roeland Park's approval of the Plans and Specifications shall not be unreasonably withheld.

## **ARTICLE 2.**

### **OWNERSHIP OF THE SALT DOME**

The parties agree that upon completion of the Salt Dome to the reasonable satisfaction of the parties, title and ownership of the Salt Dome shall be held by Fairway and Roeland Park in equal fifty percent (50%) undivided shares as tenants in common during the term of this Agreement. Unless expressly otherwise agreed to by the parties, the title and ownership of the Salt Dome shall be and shall remain separate and apart from the title and ownership of the Fairway Property. Ownership of the Salt Dome upon the termination of this Agreement shall be determined in accordance with Article 10 of this Agreement.

## **ARTICLE 3.**

### **ACCESS AND SECURITY**

**Section 3.1 Access Easement.** Fairway hereby grants and conveys to Roeland Park, its agents, employees, licensees and invitees, a non-exclusive easement across the Fairway Property for access to the Salt Dome, use of the Salt Dome and the Fairway Property in connection therewith (the "Access Easement"). The term of the Access Easement shall expire upon the latter of (1) the expiration of this Agreement and (2) the removal of the Salt Dome by Roeland Park.

**Section 3.2 Hours of Access and Operation.** Both parties shall have unlimited and uninterrupted access to the Salt Dome and use thereof during the term of this Agreement.

**Section 3.3 Security.** Fairway shall install a locked fence on the Fairway Property that surrounds the Salt Dome. Upon the installation of the fence, Fairway shall deliver three (3) sets of keys to the fence to Roeland Park.

## **ARTICLE 4.**

### **SALT STORAGE**

Fairway and Roeland Park shall each be responsible for purchasing and storing their own salt in the Salt Dome. A divider shall be installed within the Salt Dome to segregate the parties' salt.



## **ARTICLE 5.**

### **MAINTENANCE**

**Section 5.1 Warranty Period.** During the applicable warranty period following construction of the Salt Dome, Fairway shall be responsible, at no expense of Roeland Park, for maintaining the Salt Dome in in a good, clean and safe condition, appearance and repair.

**Section 5.2 Subsequent Maintenance.** After the expiration of the applicable warranty period for the Salt Dome and for the remaining term of this Agreement, Fairway and Roeland Park shall share evenly the cost of all maintenance and repair to the Salt Dome and approach as depicted in Exhibit B, which maintenance and repairs shall be subject to the mutual agreement of Fairway and Roeland Park.

## **ARTICLE 6.**

### **INSURANCE**

**Section 6.1 Fairway Insurance Requirements.** Fairway shall at all times maintain in full force and effect commercial general liability insurance with a financially responsible insurance company or companies with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years, written on an occurrence basis covering claims of Loss from products and completed operations, contractual liability, bodily injury including death, personal injury, and broad-form property damage arising out of incidents or accidents on the Fairway Property (including the consequential damages from any of the foregoing), with a combined single limit in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. Fairway shall also carry all risk property insurance coverage, including builder's risk insurance coverage, in an amount at least equal to the full replacement cost of the Salt Dome, without deduction for depreciation, insuring against all risks (subject to exclusion of certain risks customarily excluded from time to time in the so-called "all-risk" policy). Such insurance shall be carried with a financially responsible insurance company or companies authorized to do business in the State of Kansas with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years. Roeland Park shall be named as an additional insured on each required insurance policy.

**Section 6.2 Certificate of Insurance.** Fairway shall, upon execution of this Agreement and thereafter upon request, furnish a certificate to Roeland Park, evidencing that the insurance referred to herein above is in full force and effect and that Roeland Park is named as an additional insured.

**Section 6.3 Waiver of Subrogation.** Each party hereby releases and waives for itself, and to the extent legally possible for it to do so on behalf of its insurer, the other party and its employees from any liability for any loss or damage to any or all property for which each is required in this Article 6 to obtain all risk property insurance coverage, including, without limitation, any resulting loss of rents or profit of releasing party, irrespective of any negligence on the part of the released party which may have contributed to or caused such loss or damage. Each party covenants that it will, if generally available in the industry, obtain for the benefit of each

such released party a waiver of any right of subrogation which the insurer of such party may acquire against such party by virtue of payment of any such loss covered by such insurance.

**ARTICLE 7.**  
**LIMITATION OF LIABILITY**

The parties acknowledge that Fairway will use the Fairway Property for additional purposes besides the Salt Dome, including without limitation use as a public works facility. Notwithstanding anything to the contrary in this Agreement, Roeland Park shall not have any liability, duty or obligation with respect to the Salt Dome or Fairway Property except as expressly set forth in this Agreement. This Article 7 shall survive termination of this Agreement.

**ARTICLE 8.**  
**CASUALTY, CONDEMNATION AND DAMAGE**

**Section 8.1 Casualty and Condemnation.** In the event of damage or destruction to the Salt Dome by reason of fire or other casualty or the loss of any part of the Salt Dome by reason of condemnation, and the Salt Dome can be restored to a usable state to the reasonable satisfaction of the parties, Fairway and Roeland Park shall share evenly the cost of restoration of the Salt Dome. In the event the Salt Dome cannot be restored to a usable state to the reasonable satisfaction of the parties following the event of such casualty or condemnation, Fairway and Roeland Park shall share evenly the cost of razing the Salt Dome, and upon the completion of such razing, this Agreement and the rights and obligations of the parties hereunder shall terminate.

**Section 8.2 Damage.** The parties shall share evenly the cost of any damage to the Salt Dome beyond normal wear and tear; provided, however, that each party shall be solely responsible for damage caused by itself, its agents, employees, licensees and invitees. If either party causes damage to the Salt Dome, that party shall cause the Salt Dome to be repaired to substantially the same condition that existed immediately prior to the occurrence of the damage, to the reasonable satisfaction of the other party, as soon as practicable and in any event within thirty (30) days of the occurrence of the damage.

**ARTICLE 9.**  
**ASSIGNMENT AND SUBLEASING**

Neither party may assign or sublet any rights under this Agreement to another party without the prior written approval of the other party. In the event Fairway conveys the Fairway Property, the disposition of the Salt Dome and the rights and obligations of the parties under this Agreement shall be determined in accordance with Article 10 of this Agreement.

**ARTICLE 10.**  
**TERMINATION**

**Section 10.1 Termination by Either Party.** This Agreement may be terminated by either party at any time, for any reason or no reason whatsoever. In the event of a termination pursuant to this Section 10.1, the non-terminating party shall have the right of first option to purchase the

terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. If the non-terminating party elects to not purchase the terminating party's interest in the Salt Dome, then the terminating party shall purchase the non-terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. The terminating party shall pay any and all costs of removal of the Salt Dome from the Fairway Property.

- (a) In the event Roeland Park purchases Fairway's interest in the Salt Dome (whether as a terminating or non-terminating party), then Roeland Park shall remove the Salt Dome (and any salt currently stored therein) from the Fairway Property and this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property. Roeland Park shall make payment for Fairway's interest in the Salt Dome in accordance with Roeland Park's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome.
- (b) In the event Fairway purchases Roeland Park's interest in the Salt Dome (whether as a terminating or non-terminating party), then this Agreement, and all rights and interests of Roeland Park with respect to the Salt Dome, shall terminate upon the latter of (i) the date that is fifteen (15) days after the date Roeland Park receives written notice of Fairway's election to purchase Roeland Park's interest in the Salt Dome and (ii) the date Roeland Park receives payment for its interest in the Salt Dome. Fairway shall make payment for Roeland Park's interest in the Salt Dome in accordance with Fairway's next budget cycle. Roeland Park may elect to either (1) remove any of its salt then stored in the Salt Dome, or (2) receive reimbursement from Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Roeland Park then stored in the Salt Dome.

**Section 10.2 Termination Upon Conveyance of Fairway Property or Other Interested Party.** In the event that the Fairway Property is conveyed by Fairway (including without limitation conveyances as a result of a sale, foreclosure, or any other conveyance of the fee simple estate of the Fairway Property) or the rights and interests of Roeland Park in and to the Salt Dome and/or under this Agreement are challenged by any other party with an interest in the Fairway Property, then Roeland Park may terminate this Agreement. In the event of termination under this Section 10.2, Roeland Park may (i) purchase Fairway's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation and less the cost of removal of the Salt Dome and then remove the Salt Dome (and any salt currently stored therein) from the Fairway Property, in which event this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property; or (ii) waive its rights and interests in and to the Salt Dome and collect reimbursement from Fairway for its interest in the Salt Dome in an amount equal to one-half (1/2) of the actual construction costs of the Salt Dome less accumulated depreciation. Roeland Park and Fairway shall make payments due under this Section



10.2 in accordance with the payor's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome.

The rights of Roeland Park to remove the Salt Dome and the payment rights and obligations of the parties under this Article 10 shall survive termination of this Agreement.

## **ARTICLE 11.**

### **REMEDIES**

**Section 11.1 Default.** In the event that one of the parties (the "Defaulting Party") either (i) fails to pay the other party (the "Non-Defaulting Party") when due any amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement or (ii) shall otherwise fail to perform any of the Defaulting Party's covenants, agreements or obligations hereunder within twenty (20) days after written notice thereof by the NonDefaulting Party to the Defaulting Party (or such longer period of time as may be required so long as the Defaulting Party commences to cure within such twenty (20) day period and thereafter diligently pursues such cure to completion), the Non-Defaulting Party shall have all rights, privileges and remedies to enforce said collection or performance as shall be provided or permitted herein, by law or in equity from time to time.

**Section 11.2 Remedies Cumulative.** All rights, privileges and remedies afforded either party by this Agreement shall be deemed cumulative, and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, remedy or privilege set forth herein. This Article 11 shall survive termination of this Agreement.

## **ARTICLE 12.**

### **NOTICES**

All notices or communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be delivered by U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service:

If to Fairway:                      City of Fairway, Kansas  
                                                 Attn: City Administrator  
                                                 4210 Shawnee Mission Parkway, Suite 100  
                                                 Fairway, Kansas 66205

If to Roeland Park:              City of Roeland Park, Kansas  
                                                 Attn: City Administrator  
                                                 4600 West 51<sup>st</sup> Street  
                                                 Roeland Park, Kansas 66205

Notices shall be effective (i) three (3) days after deposit in the U.S. mail if delivered by certified mail or (ii) on the next business day if sent by overnight delivery service. The parties may change their notice addresses from time to time upon written notice to the other.

### **ARTICLE 13.** **MISCELLANEOUS**

**Section 13.1 Governing Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Kansas.

**Section 13.2 Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement (and the application thereof) shall be legal, valid and enforceable to the fullest extent permitted by law.

**Section 13.3 Gender and Number.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context requires otherwise.

**Section 13.4 Section Headings.** The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

**Section 13.5 Counterparts.** This Agreement may be executed and acknowledged in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed and acknowledged at least one (1) original, such copies together will constitute a fully executed and binding Agreement.

**Section 13.6 Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior discussions, understandings or agreements (written or oral) between the parties respecting the within subject matter.

**Section 13.7 Amendment.** This Agreement shall not be amended or modified unless such amendment is set forth in writing and executed by the parties.

**Section 13.8 Attorneys' Fees.** If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then, as between the parties, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees, para-professional fees and court costs to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees or para-professional fees.

**Section 13.9 Binding Effect.** The terms and conditions hereof shall be binding upon and inure to the benefit of the parties and their successors and assigns.

**Section 13.10 Waivers.** No act, delay or omission by either party in exercising any right or enforcing against the other any term or provision of this Agreement shall impair any such right or be construed or deemed to be a waiver of the same or any other such term or provision. A waiver by either party of any breach of the terms and provisions of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other terms and provisions herein contained.

**Section 13.11 Time is of the Essence.** Time is of the essence in this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF ROELAND PARK, KANSAS, a Kansas  
municipal corporation

By: \_\_\_\_\_  
Name: Keith Moody  
Title: City Administrator

Attest:

By: \_\_\_\_\_  
Name: Kelley Bohon  
Title: City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Name: Neil Shortlidge  
Title: City Attorney

CITY OF FAIRWAY, KANSAS,  
a Kansas municipal corporation

By: \_\_\_\_\_  
Name: Jerry Wiley  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

Approved as to Form:

By: \_\_\_\_ Name: \_\_\_\_\_ Title: \_

**ACKNOWLEDGMENT**

**STATE OF KANSAS**                   )  
                                                  ) **SS.**  
**COUNTY OF JOHNSON**           )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public, appeared Keith Moody, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the **CITY OF ROELAND PARK, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**STATE OF KANSAS**                   )  
                                                  ) **SS.**  
**COUNTY OF JOHNSON**           )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public, appeared Jerry Wiley, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF FAIRWAY, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

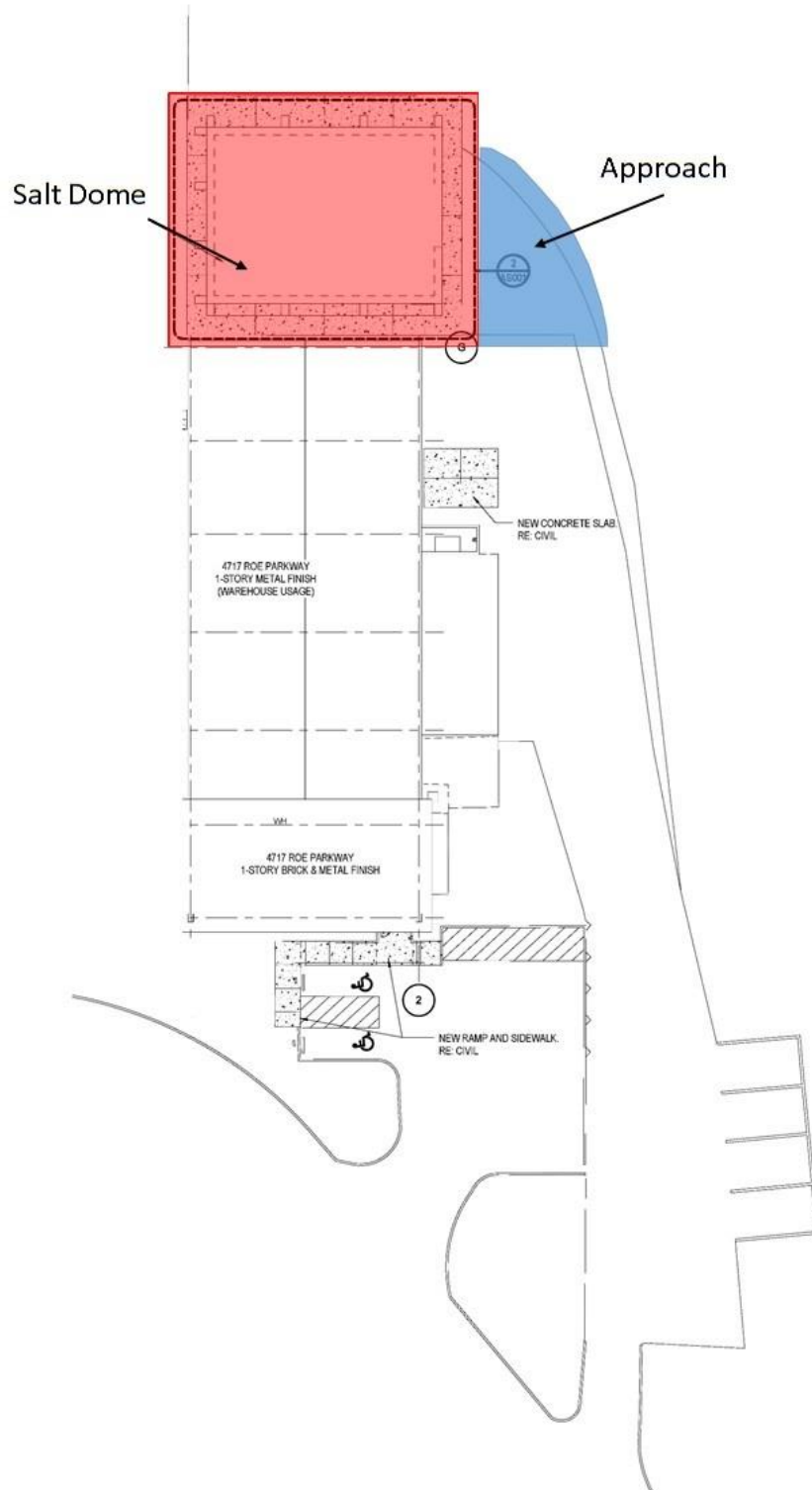
My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **DESCRIPTION OF THE FAIRWAY PROPERTY**

A tract of land in the Northeast Quarter and the Northwest Quarter of Section 4, Township 12, Range 25, Roeland Park, Johnson County, Kansas, being bounded and described as follows: Beginning at the Northwest corner of said Northeast Quarter; thence South 89 degrees 14 minutes 14 seconds East, along the North line of said Northeast Quarter, 53.10 feet to a point on the Westerly Right-of-Way line of Roe Lane, as now established; thence South 21 degrees 31 minutes 42 seconds East, along said Westerly Right-of-Way line, 450.84 feet (by deed 450.79 feet); thence South 09 degrees 11 minutes 42 seconds East, along said Westerly Right-of-Way line, 136.94 feet; thence South 80 degrees 36 minutes 00 seconds West, 163.97 feet to a point on the Northerly line of a tract dedicated for public street, storm drainage, and utilities and recorded in Book 1742 at Page 470 in the Johnson County Recorder's Office; thence North 71 degrees 21 minutes 12 seconds West, along said Northerly line, 20.78 feet; thence Northwesterly, along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 87.40 feet, an arc distance of 48.74 feet; thence North 39 degrees 24 minutes 00 seconds West, along said Northerly line, tangent to the last described course, 88.95 feet; thence Northwesterly, along said Northerly line, on a curve to the left, tangent to the last described course, having a radius of 125.00 feet, an arc distance of 75.88 feet; thence North 00 degrees 30 minutes 00 seconds East, 439.28 feet to a point on the North line of said Northwest Quarter; thence South 89 degrees 30 minutes 00 seconds East, along the North line of said Northwest Quarter, 95.80 feet to the Point of Beginning.

**EXHIBIT B**  
**SITE PLAN OF THE FAIRWAY PROPERTY**



## **RESTATED SALT DOME AGREEMENT AND ACCESS EASEMENT**

THIS SALT DOME AGREEMENT AND ACCESS EASEMENT (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, ~~2015-2016~~ (the "Effective Date"), by and between the CITY OF ROELAND PARK, KANSAS, a Kansas municipal corporation ("Roeland Park"), having its principal place of business at 4600 West 51<sup>st</sup> Street, Roeland Park, Kansas 66205, and the CITY OF FAIRWAY, KANSAS, a Kansas municipal corporation ("Fairway"), having its principal place of business at 4210 Shawnee Mission Parkway, Suite 100, Fairway, Kansas 66205.

### **WITNESSETH:**

WHEREAS, Fairway is the owner of that certain real property located in the City of Roeland Park, Johnson County, Kansas and more particularly described on Exhibit A attached hereto and made a part hereof (the "Fairway Property");

WHEREAS, Fairway and Roeland Park ~~desire to enter into this~~ previously entered into Agreement an Agreement in 2015 to provide for the construction, joint ownership and joint use and operation of a salt storage facility and related appurtenances (the "Salt Dome") on the Fairway Property, and the parties' rights and obligations in connection therewith, including without limitation an easement for access to the Salt Dome across the Fairway Property for the benefit of Roeland Park; and

WHEREAS Fairway and Roeland Park want to amend and restate such original agreement,

WHEREAS, K.S.A. 12-2908 authorizes the parties to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained herein, each act performed hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

### **ARTICLE 1.**

#### **CONSTRUCTION OF SALT DOME BY FAIRWAY**

**Section 1.1 Construction of Salt Dome.** Fairway shall construct and develop the Salt Dome on the Fairway Property. The Salt Dome, and the construction and development thereof, shall be in accordance with Plans and Specifications (hereinafter defined), the terms of this Agreement, and the applicable permitting, zoning and other applicable requirements of Roeland Park. All construction shall be performed and completed in a diligent, good and workmanlike manner, in accordance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations. In the event commencement of construction of the Salt Dome has not occurred by \_\_\_\_\_ 11/1/16 or substantial completion of the Salt Dome has not occurred by \_\_\_\_\_, 11/1/16, Roeland Park may terminate this Agreement, and upon any such termination the parties shall have no rights or obligations with respect to the other party under this Agreement.



**Section 1.2 Cost of Construction and Development.** Fairway shall pay for the initial cost of construction and development of the Salt Dome and approach as depicted in Exhibit B. Within forty-five (45) days of the issuance of a certificate of substantial completion for the Salt Dome and the delivery by Fairway to Roeland Park of the invoices and other supporting documentation evidencing the actual cost of construction (as reasonably required by Roeland Park) of the Salt Dome and approach as depicted in Exhibit B, Roeland Park shall reimburse Fairway for fifty percent (50%) of the actual cost of construction of the Salt Dome and approach as depicted in Exhibit B.

**Section 1.3 Plans.** Prior to commencement of construction of the Salt Dome, Fairway shall submit for Roeland Park's written approval the final plans and specifications for the Salt Dome (hereinafter, "Plans and Specifications"). Roeland Park's approval of the Plans and Specifications shall not be unreasonably withheld.

## **ARTICLE 2.**

### **OWNERSHIP OF THE SALT DOME**

The parties agree that upon completion of the Salt Dome to the reasonable satisfaction of the parties, title and ownership of the Salt Dome shall be held by Fairway and Roeland Park in equal fifty percent (50%) undivided shares as tenants in common during the term of this Agreement. Unless expressly otherwise agreed to by the parties, the title and ownership of the Salt Dome shall be and shall remain separate and apart from the title and ownership of the Fairway Property. Ownership of the Salt Dome upon the termination of this Agreement shall be determined in accordance with Article 10 of this Agreement.

## **ARTICLE 3.**

### **ACCESS AND SECURITY**

**Section 3.1 Access Easement.** Fairway hereby grants and conveys to Roeland Park, its agents, employees, licensees and invitees, a non-exclusive easement across the Fairway Property for access to the Salt Dome, use of the Salt Dome and the Fairway Property in connection therewith (the "Access Easement"). The term of the Access Easement shall expire upon the latter of (1) the expiration of this Agreement and (2) the removal of the Salt Dome by Roeland Park.

**Section 3.2 Hours of Access and Operation.** Both parties shall have unlimited and uninterrupted access to the Salt Dome and use thereof during the term of this Agreement.

**Section 3.3 Security.** Fairway shall install a locked fence on the Fairway Property that surrounds the Salt Dome. Upon the installation of the fence, Fairway shall deliver three (3) sets of keys to the fence to Roeland Park.

## **ARTICLE 4.**

### **SALT STORAGE**

Fairway and Roeland Park shall each be responsible for purchasing and storing their own salt in the Salt Dome. A divider shall be installed within the Salt Dome to segregate the parties' salt.



## **ARTICLE 5.**

### **MAINTENANCE**

**Section 5.1 Warranty Period.** During the applicable warranty period following construction of the Salt Dome, Fairway shall be responsible, at no expense of Roeland Park, for maintaining the Salt Dome in in a good, clean and safe condition, appearance and repair.

**Section 5.2 Subsequent Maintenance.** After the expiration of the applicable warranty period for the Salt Dome and for the remaining term of this Agreement, Fairway and Roeland Park shall share evenly the cost of all maintenance and repair to the Salt Dome and approach as depicted in Exhibit B, which maintenance and repairs shall be subject to the mutual agreement of Fairway and Roeland Park.

## **ARTICLE 6.**

### **INSURANCE**

**Section 6.1 Fairway Insurance Requirements.** Fairway shall at all times maintain in full force and effect commercial general liability insurance with a financially responsible insurance company or companies with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years, written on an occurrence basis covering claims of Loss from products and completed operations, contractual liability, bodily injury including death, personal injury, and broad-form property damage arising out of incidents or accidents on the Fairway Property (including the consequential damages from any of the foregoing), with a combined single limit in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. Fairway shall also carry all risk property insurance coverage, including builder's risk insurance coverage, in an amount at least equal to the full replacement cost of the Salt Dome, without deduction for depreciation, insuring against all risks (subject to exclusion of certain risks customarily excluded from time to time in the so-called "all-risk" policy). Such insurance shall be carried with a financially responsible insurance company or companies authorized to do business in the State of Kansas with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years. Roeland Park shall be named as an additional insured on each required insurance policy.

**Section 6.2 Certificate of Insurance.** Fairway shall, upon execution of this Agreement and thereafter upon request, furnish a certificate to Roeland Park, evidencing that the insurance referred to herein above is in full force and effect and that Roeland Park is named as an additional insured.

**Section 6.3 Waiver of Subrogation.** Each party hereby releases and waives for itself, and to the extent legally possible for it to do so on behalf of its insurer, the other party and its employees from any liability for any loss or damage to any or all property for which each is required in this Article 6 to obtain all risk property insurance coverage, including, without limitation, any resulting loss of rents or profit of releasing party, irrespective of any negligence on the part of the released party which may have contributed to or caused such loss or damage. Each party covenants that it will, if generally available in the industry, obtain for the benefit of each

such released party a waiver of any right of subrogation which the insurer of such party may acquire against such party by virtue of payment of any such loss covered by such insurance.

**ARTICLE 7.**  
**LIMITATION OF LIABILITY**

The parties acknowledge that Fairway will use the Fairway Property for additional purposes besides the Salt Dome, including without limitation use as a public works facility. Notwithstanding anything to the contrary in this Agreement, Roeland Park shall not have any liability, duty or obligation with respect to the Salt Dome or Fairway Property except as expressly set forth in this Agreement. This Article 7 shall survive termination of this Agreement.

**ARTICLE 8.**  
**CASUALTY, CONDEMNATION AND DAMAGE**

**Section 8.1 Casualty and Condemnation.** In the event of damage or destruction to the Salt Dome by reason of fire or other casualty or the loss of any part of the Salt Dome by reason of condemnation, and the Salt Dome can be restored to a usable state to the reasonable satisfaction of the parties, Fairway and Roeland Park shall share evenly the cost of restoration of the Salt Dome. In the event the Salt Dome cannot be restored to a usable state to the reasonable satisfaction of the parties following the event of such casualty or condemnation, Fairway and Roeland Park shall share evenly the cost of razing the Salt Dome, and upon the completion of such razing, this Agreement and the rights and obligations of the parties hereunder shall terminate.

**Section 8.2 Damage.** The parties shall share evenly the cost of any damage to the Salt Dome beyond normal wear and tear; provided, however, that each party shall be solely responsible for damage caused by itself, its agents, employees, licensees and invitees. If either party causes damage to the Salt Dome, that party shall cause the Salt Dome to be repaired to substantially the same condition that existed immediately prior to the occurrence of the damage, to the reasonable satisfaction of the other party, as soon as practicable and in any event within thirty (30) days of the occurrence of the damage.

**ARTICLE 9.**  
**ASSIGNMENT AND SUBLEASING**

Neither party may assign or sublet any rights under this Agreement to another party without the prior written approval of the other party. In the event Fairway conveys the Fairway Property, the disposition of the Salt Dome and the rights and obligations of the parties under this Agreement shall be determined in accordance with Article 10 of this Agreement.

**ARTICLE 10.**  
**TERMINATION**

**Section 10.1 Termination by Either Party.** This Agreement may be terminated by either party at any time, for any reason or no reason whatsoever. In the event of a termination pursuant to this Section 10.1, the non-terminating party shall have the right of first option to purchase the

terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. If the non-terminating party elects to not purchase the terminating party's interest in the Salt Dome, then the terminating party shall purchase the non-terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. The terminating party shall pay any and all costs of removal of the Salt Dome from the Fairway Property.

- (a) In the event Roeland Park purchases Fairway's interest in the Salt Dome (whether as a terminating or non-terminating party), then Roeland Park shall remove the Salt Dome (and any salt currently stored therein) from the Fairway Property and this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property. Roeland Park shall make payment for Fairway's interest in the Salt Dome in accordance with Roeland Park's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome.
- (b) In the event Fairway purchases Roeland Park's interest in the Salt Dome (whether as a terminating or non-terminating party), then this Agreement, and all rights and interests of Roeland Park with respect to the Salt Dome, shall terminate upon the latter of (i) the date that is fifteen (15) days after the date Roeland Park receives written notice of Fairway's election to purchase Roeland Park's interest in the Salt Dome and (ii) the date Roeland Park receives payment for its interest in the Salt Dome. Fairway shall make payment for Roeland Park's interest in the Salt Dome in accordance with Fairway's next budget cycle. Roeland Park may elect to either (1) remove any of its salt then stored in the Salt Dome, or (2) receive reimbursement from Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Roeland Park then stored in the Salt Dome.

**Section 10.2 Termination Upon Conveyance of Fairway Property or Other Interested Party.** In the event that the Fairway Property is conveyed by Fairway (including without limitation conveyances as a result of a sale, foreclosure, or any other conveyance of the fee simple estate of the Fairway Property) or the rights and interests of Roeland Park in and to the Salt Dome and/or under this Agreement are challenged by any other party with an interest in the Fairway Property, then Roeland Park may terminate this Agreement. In the event of termination under this Section 10.2, Roeland Park may (i) purchase Fairway's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation and less the cost of removal of the Salt Dome and then remove the Salt Dome (and any salt currently stored therein) from the Fairway Property, in which event this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property; or (ii) waive its rights and interests in and to the Salt Dome and collect reimbursement from Fairway for its interest in the Salt Dome in an amount equal to one-half (1/2) of the actual construction costs of the Salt Dome less accumulated depreciation. Roeland Park and Fairway shall make payments due under this Section

10.2 in accordance with the payor's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome.

The rights of Roeland Park to remove the Salt Dome and the payment rights and obligations of the parties under this Article 10 shall survive termination of this Agreement.

## **ARTICLE 11.**

### **REMEDIES**

**Section 11.1 Default.** In the event that one of the parties (the "Defaulting Party") either (i) fails to pay the other party (the "Non-Defaulting Party") when due any amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement or (ii) shall otherwise fail to perform any of the Defaulting Party's covenants, agreements or obligations hereunder within twenty (20) days after written notice thereof by the NonDefaulting Party to the Defaulting Party (or such longer period of time as may be required so long as the Defaulting Party commences to cure within such twenty (20) day period and thereafter diligently pursues such cure to completion), the Non-Defaulting Party shall have all rights, privileges and remedies to enforce said collection or performance as shall be provided or permitted herein, by law or in equity from time to time.

**Section 11.2 Remedies Cumulative.** All rights, privileges and remedies afforded either party by this Agreement shall be deemed cumulative, and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, remedy or privilege set forth herein. This Article 11 shall survive termination of this Agreement.

## **ARTICLE 12.**

### **NOTICES**

All notices or communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be delivered by U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service:

If to Fairway:                      City of Fairway, Kansas  
                                                 Attn: City Administrator  
                                                 4210 Shawnee Mission Parkway, Suite 100  
                                                 Fairway, Kansas 66205

If to Roeland Park:              City of Roeland Park, Kansas  
                                                 Attn: City Administrator  
                                                 4600 West 51<sup>st</sup> Street  
                                                 Roeland Park, Kansas 66205

Notices shall be effective (i) three (3) days after deposit in the U.S. mail if delivered by certified mail or (ii) on the next business day if sent by overnight delivery service. The parties may change their notice addresses from time to time upon written notice to the other.

### **ARTICLE 13.** **MISCELLANEOUS**

**Section 13.1 Governing Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Kansas.

**Section 13.2 Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement (and the application thereof) shall be legal, valid and enforceable to the fullest extent permitted by law.

**Section 13.3 Gender and Number.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context requires otherwise.

**Section 13.4 Section Headings.** The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

**Section 13.5 Counterparts.** This Agreement may be executed and acknowledged in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed and acknowledged at least one (1) original, such copies together will constitute a fully executed and binding Agreement.

**Section 13.6 Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior discussions, understandings or agreements (written or oral) between the parties respecting the within subject matter.

**Section 13.7 Amendment.** This Agreement shall not be amended or modified unless such amendment is set forth in writing and executed by the parties.

**Section 13.8 Attorneys' Fees.** If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then, as between the parties, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees, para-professional fees and court costs to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees or para-professional fees.

**Section 13.9 Binding Effect.** The terms and conditions hereof shall be binding upon and inure to the benefit of the parties and their successors and assigns.

**Section 13.10 Waivers.** No act, delay or omission by either party in exercising any right or enforcing against the other any term or provision of this Agreement shall impair any such right or be construed or deemed to be a waiver of the same or any other such term or provision. A waiver by either party of any breach of the terms and provisions of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other terms and provisions herein contained.

**Section 13.11 Time is of the Essence.** Time is of the essence in this Agreement.

[Remainder of page intentionally left blank.]



IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF ROELAND PARK, KANSAS, a Kansas  
municipal corporation

By: \_\_\_\_\_  
Name: Keith Moody  
Title: City Administrator

Attest:

By: \_\_\_\_\_  
Name: Kelley Bohon  
Title: City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Name: Neil Shortlidge  
Title: City Attorney

CITY OF FAIRWAY, KANSAS,  
a Kansas municipal corporation

By: \_\_\_\_\_  
Name: Jerry Wiley  
Title: Mayor

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

Approved as to Form:

By: \_\_\_\_ Name: \_\_\_\_\_ Title: \_

ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF JOHNSON )

On this \_\_\_\_ day of \_\_\_\_\_, ~~2015~~2016, before me, the undersigned, a Notary Public, appeared ~~Joel Marquardt~~Keith Moody, to me personally known, who, being by me duly sworn, did say that he is the ~~Mayor~~City Administrator of the **CITY OF ROELAND PARK, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF KANSAS )  
 ) SS.  
COUNTY OF JOHNSON )

On this \_\_\_\_ day of \_\_\_\_\_, ~~2015~~2016, before me, the undersigned, a Notary Public, appeared Jerry Wiley, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF FAIRWAY, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

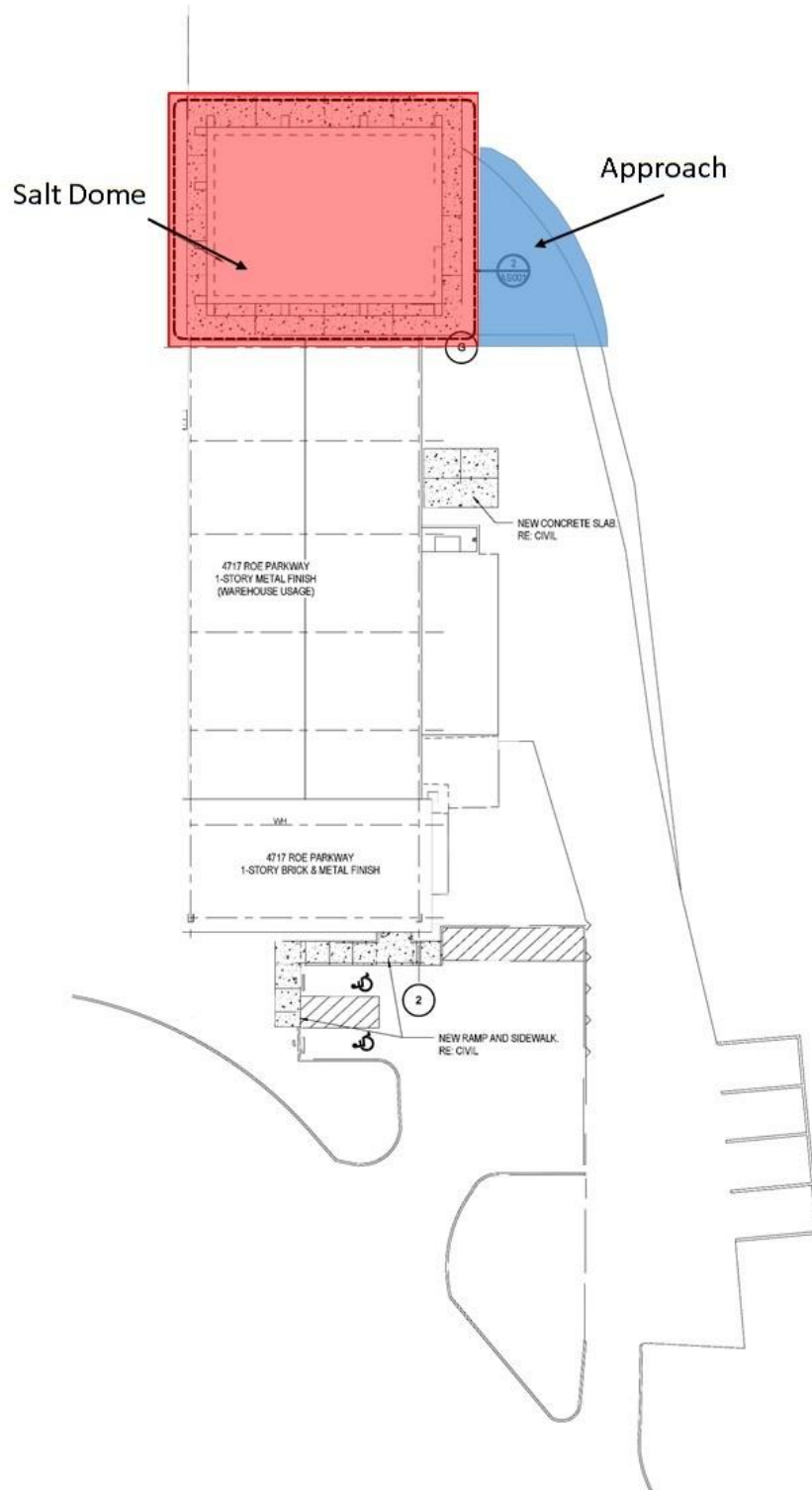
My commission expires: \_\_\_\_\_

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**EXHIBIT B**  
**SITE PLAN OF THE FAIRWAY PROPERTY**





*Department of Public Works*

**December 24, 2014**

**Mayor Jerry Wiley  
City Council  
City Attorney Steve Chinn  
City of Fairway**

**Re: Shared Salt Storage**

An opportunity exists for the City of Fairway and the City of Roeland Park to share one common structure for salt storage. Currently the City of Fairway utilizes an undersized structure at its present location and the City of Roeland Park utilizes a tarp to protect its salt.

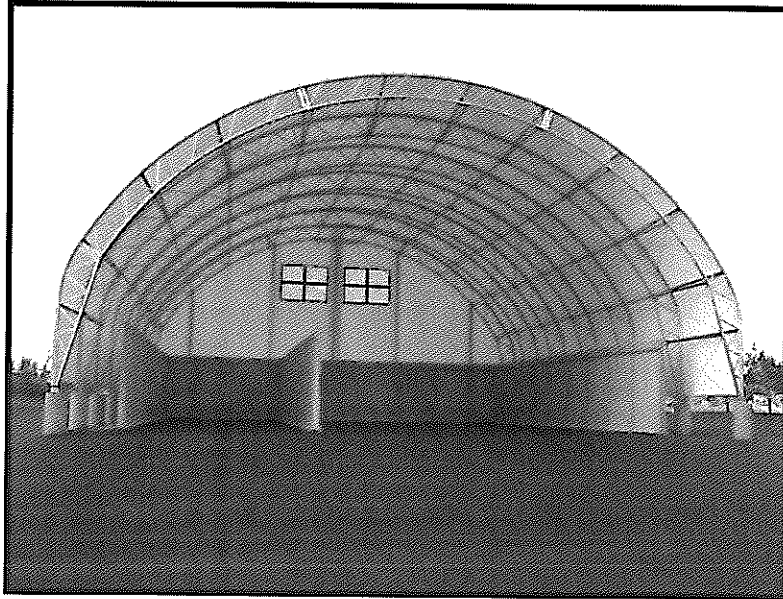
A salt storage facility large enough to serve both communities can be built at 4717 Roe Parkway. An 1,100 ton storage facility (400 ton Fairway/ 700 ton Roeland Park) has been speced out as part of the rehab of the facility.

Please review the attached documentation about the facility.

Kathy Axelson  
City Administrator  
City of Fairway, KS  
[kaxelson@fairwaykansas.org](mailto:kaxelson@fairwaykansas.org)

Bill Stogsdill  
Director of Public Works  
City of Fairway, KS  
[bstogsdill@fairwaykansas.org](mailto:bstogsdill@fairwaykansas.org)

# Clear Span Salt Storage Facility



A building similar to this would be more than adequate to serve both communities salt storage needs. A few pros and cons:

## **PROS:**

- NPDES Compliant
- Store 1 Yr. of Salt
- Order Larger Quantities of Salt at Reduced Unit Pricing
- Shared Construction Cost
- Reduced Labor of Covering and Uncovering Salt with Tarp
- More Aesthetically Pleasing than Blue Tarp
- Close to Current Facility
- Low Maintenance

## **CONS:**

- Upfront Cost of Construction

The City of Fairway would request 50% of \$78,551 (\$39,275.50 each) construction costs be shared by the City of Roeland Park. The attached estimate completely breaks down construction costs.

Please feel free to contact us should you have any questions.

PROJECT CLIENT: CITY OF FAIRWAY  
PROJECT DESC: STUDY REMODEL OF BUILDING  
PROJECT #

## ESTIMATE DETAIL CONCRETE

EST LEVEL: PRELIM  
ESTIMATE DATE:

ESTIMATOR: ENTER HERE

[illegible]



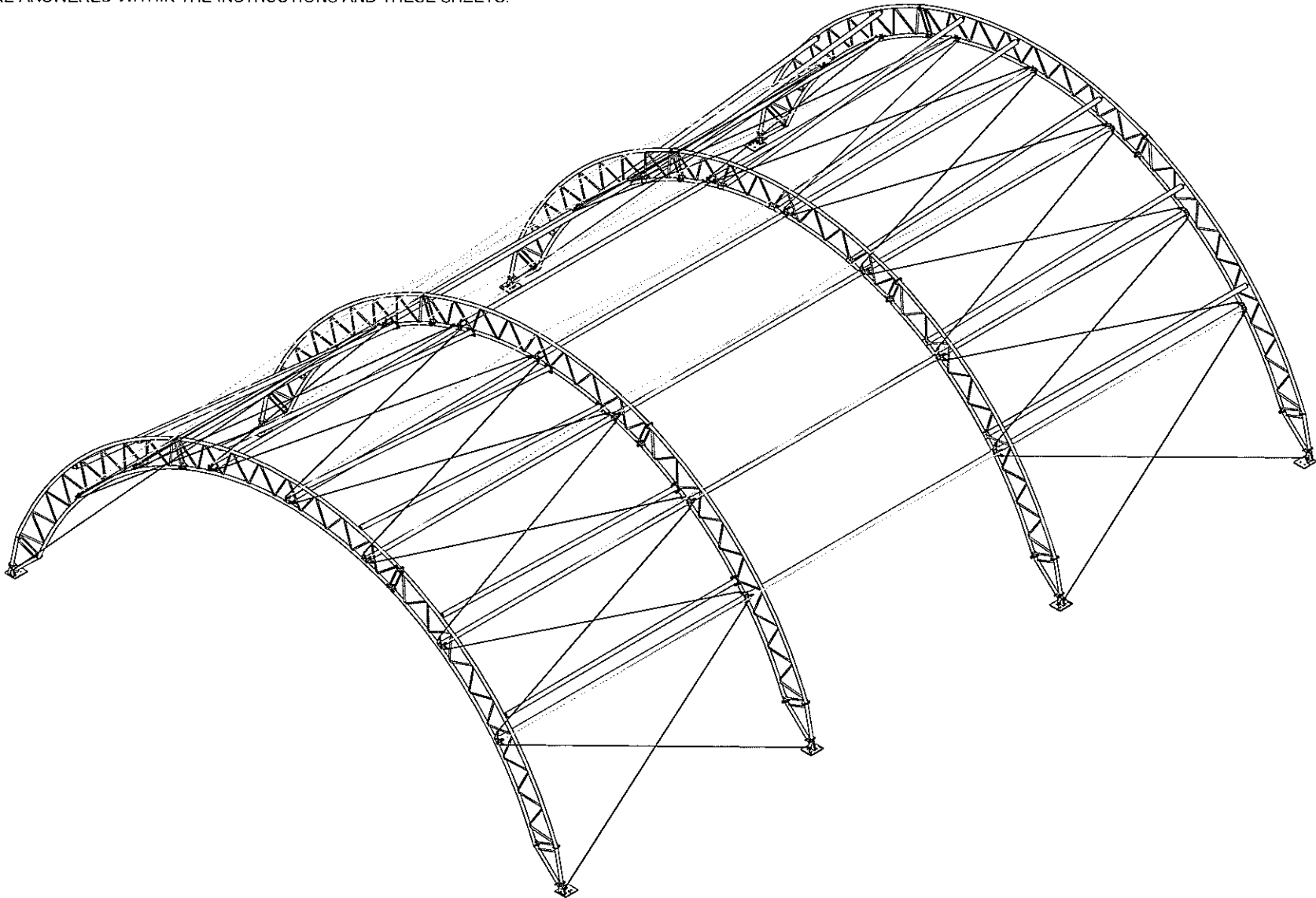
ADDITIONAL INFORMATION

THESE PRINTS IDENTIFY AND SHOW THE MAIN COMPONENTS AND CONNECTIONS FOR THIS BUILDING. LENGTH, WIDTH, AND OTHER IMPORTANT DIMENSIONS ARE ALSO PRESENT.

TO BEST UNDERSTAND HOW TO CONSTRUCT THIS BUILDING, THE INFORMATION CONTAINED WITHIN THESE SHEETS SHALL BE USED WITH THE INSTRUCTION MANUAL SHIPPED WITH THE BUILDING.

THE INSTRUCTIONS INCLUDE DETAILS NEEDED DURING CONSTRUCTION.

MOST QUESTIONS THAT ARISE BEFORE AND DURING CONSTRUCTION ARE ANSWERED WITHIN THE INSTRUCTIONS AND THESE SHEETS.



T04506020F

45' x 60' HD FREESTANDING 20'OC 12.5

BUILDING CONTENT GUIDE:

- [A1-1.0] ..... COVER SHEET
- [B1-1.0] ..... GENERAL NOTES
- [C1-1.0] ..... BUILDING PLAN VIEW
- [D1-1.0] ..... MATERIAL SPECIFICATIONS
- [E1-1.0] ..... FRONT PROFILE (DIMENSIONS)
- [E2-1.0] ..... FRONT PROFILE (END RAFTERS)
- [E3-1.0] ..... FRONT PROFILE (MIDDLE RAFTERS)
- [F1-1.0] ..... SIDE PROFILE
- [G1-1.0] ..... DETAIL LOCATION CALL-OUTS
- [G2-1.0] ..... BASE/WINCH CONNECTION DETAILS
- [G3-1.0] ..... SPLICE CONNECTION DETAILS
- [G4-1.0] ..... BRACE CONNECTION DETAILS
- [G5-1.0] ..... CABLE LENGTH DETAILS
- [G6-1.0] ..... SWAY CABLE DETAILS
- [H1-1.0] ..... FOUNDATION DETAILS (BASE PLATES)
- [H2-1.0] ..... FOUNDATION DETAILS (ANCHOR HOLES)
- [I] ..... OMITTED
- [J1-1.0] ..... PROTOTYPICAL REACTIONS
- [K] ..... OMITTED
- [L1-1.0 - L5-1.0] ..... OMITTED: FRONT ENDWALL (OPEN)
- [M1-1.0 - M5-1.0] ..... OMITTED: BACK ENDWALL (OPEN)

CUSTOMER DESIGN APPROVAL

PLEASE SIGN AND CHECK THE APPROPRIATE BOX BELOW THE SIGNATURE AFTER REVIEWING THE DOCUMENTS.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE READ AND REVIEWED ALL THE SHEETS LISTED IN THE CONTENT GUIDE AND AGREE TO THE SPECIFICATIONS SHOWN UNLESS OTHERWISE NOTED.

UPON ACCEPTANCE OF THE DRAWINGS, ANY DEVIATIONS FROM THE SIGNED DRAWINGS AND SPECIFICATIONS OUTLINED IN THE EXECUTED DRAWINGS ARE SUBJECT TO ADDITIONAL CHARGES AND MAY RESULT IN DELAY OF INSTALLATION OR DELIVERY OF YOUR STRUCTURE. A CHANGE ORDER WILL BE ISSUED TO YOU WITH THE OUTLINED ADDITIONAL COST ASSOCIATED WITH THESE CHANGES AND A PROPOSED NEW DELIVERY SCHEDULE.

NO CHANGES WILL BE ACCEPTED UNLESS WE HAVE A CHANGE ORDER SIGNED BY AN AUTHORIZED REPRESENTATIVE.

FIRE-RATED OR NON FIRE-RATED \_\_\_\_\_

TERMINATION OF FABRIC \_\_\_\_\_ GROUND FLAP W/ J-CHANNEL \_\_\_\_\_

FABRIC COLOR \_\_\_\_\_

WEIGHT OF MATERIAL \_\_\_\_\_ 12.5 \_\_\_\_\_ OZ.

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

☐ APPROVE ☐ APPROVE WITH CHANGES

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A DIVISION OF  
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DYERSVILLE, IA 52040  
P. 563.875.6113  
F. 563.875.2317  
WWW.ESAPCO.COM

ORDER #:

CUSTOMER #:

|                             |                               |                              |                                                                |
|-----------------------------|-------------------------------|------------------------------|----------------------------------------------------------------|
| CUSTOMER INFORMATION:       | STRUCTURE SKU #<br>T04506020F | STRUCTURE SIZE:<br>45' X 60' | STRUCTURE DESCRIPTION:<br>45' x 60' HD FREESTANDING 20'OC 12.5 |
|                             | CUSTOMER CONTACT:             | CONTACT PHONE:               |                                                                |
| SHEET TITLE:<br>COVER SHEET |                               |                              |                                                                |

| DRAWING DETAILS  |                             |                   |
|------------------|-----------------------------|-------------------|
| DRAWN BY:<br>KMP | CREATION DATE:<br>7/11/2011 |                   |
| REVISIONS:       |                             |                   |
| NO.              | BY:                         | REVISION DATE:    |
| 1                |                             |                   |
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| NOT TO SCALE     |                             | SHEET SIZE: 11X17 |
| SHEET:           |                             |                   |
| A1-1.0           |                             |                   |

GENERAL NOTES:

FOUNDATION:

1. FOUNDATION AND ANCHORING SHALL BE ENGINEERED AND APPROVED BY A LOCALLY LICENSED STRUCTURAL ENGINEER.

GENERAL ABBREVIATIONS:

TOS TOP OF STEEL / TSL TOP OF SLAB / GALV. GALVANIZED /  
FND FOUNDATION / EL ELEVATION / RND. ROUND /  
GA GAUGE / DIA. DIAMETER / TYP. TYPICAL / LBS. POUNDS /  
CL CENTERLINE

SITE ADAPTATION/ENGINEERING VERIFICATION:

1. PRIOR TO COMMENCING FABRICATION FOR A SPECIFIC SITE, VERIFY IF ANY MODIFICATIONS TO THE STRUCTURE AND/OR FOUNDATION CONNECTIONS ARE REQUIRED BY THE SITE ADAPTATION ENGINEER.
2. THIS IS A PROTOTYPICAL DESIGN AND DOCUMENT SET. THE DESIGN AND DEPICTED FABRICATION, ERECTION, AND FOUNDATION DRAWINGS ARE ONLY VALID FOR THE EXACT DESIGN PARAMETERS AND COMBINATIONS OF PARAMETERS DOCUMENTED. THE DESIGN MUST BE SITE ADAPTED TO SPECIFIC SITES. ANY USE OF THIS DESIGN AND DOCUMENT FOR A SPECIFIC SITE REQUIRES:
- A. DESIGN PARAMETER VERIFICATION BY A REGISTERED PROFESSIONAL ENGINEER, EXPERIENCED IN STRUCTURAL ENGINEERING. VERIFY THAT LOADING CONDITIONS AND THE REQUIREMENTS OF THE SITE ARE EQUAL TO OR LESS THAN THE DOCUMENTED DESIGN PARAMETERS AND/OR COMBINATION OF THE DOCUMENTED DESIGN PARAMETERS.
- B. VERIFICATION OF SPECIFIC SITE SOIL CONDITIONS. FIELD VERIFY THAT THE EXISTING SITE SOIL CONDITIONS ARE EQUAL TO OR GREATER THAN THE DOCUMENTED DESIGN PARAMETERS AND/OR COMBINATIONS OF DOCUMENTED DESIGN PARAMETERS.
- C. ANY SITE SPECIFIC CONDITIONS FAILING "A" OR "B" WILL REQUIRE RE-ANALYSIS OF THE STRUCTURE AND/OR FOUNDATION BY A CERTIFIED DESIGN PROFESSIONAL. FAILURE TO VERIFY THE VALIDITY OF THIS DESIGN FOR A SPECIFIC SITE, FOLLOWED BY ANY NECESSARY SITE ADAPTATION MODIFICATION CAN RESULT IN A DANGEROUS SITUATION.

STEEL:

1. ALL STRUCTURAL STEEL TUBING SHALL BE GALVANIZED, MIN. YIELD STRENGTH 50 KSI, AND SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM A500.
2. STEEL PLATES SHALL COMPLY WITH ASTM A572 GRADE 50 OR EQUAL (3/8" OR GREATER THICKNESS) OR ASTM A36 (LESS THAN 3/8" THICKNESS). STRUCTURAL STEEL IS TO BE SHOP PRIME-COATED WITH COLD GALVANIZING COMPOUND. APPLY SHOP PRIME-COAT TO OBTAIN A UNIFORM DRY FILM THICKNESS OF NOT LESS THAN 2-MILS.
3. ALL BOLTED CONNECTIONS SHALL USE A325 BOLTS WITH COMPATIBLE WASHERS AND NUTS OF DIAMETERS INDICATED ON PLANS. BOLTS NEED ONLY BE TIGHTENED TO THE SNUG-TIGHT CONDITION. THE SNUG-TIGHT CONDITION IS DEFINED AS THE TIGHTNESS ATTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH, OR THE FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH.
4. ALL STRUCTURAL STEEL IS TO BE FABRICATED IN ACCORDANCE WITH THE LATEST EDITION OF AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."

CABLES AND HARDWARE:

1. ALL CABLE SHALL BE GALVANIZED STEEL, MULTIPURPOSE, 7X19 (UP TO 3/8" DIA.) OR 6X26 (1/2" DIA.) CLASS STRAND CORE COMMERCIAL GRADE, OF DIAMETER INDICATED.
2. CABLE SLEEVES SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
3. USE THIMBLES WITH CABLE SLEEVES IN ALL LOOP-END APPLICATIONS.
4. TENSION CABLES AT TURNBUCKLE TO TAUT CONDITION (STRAIGHT AND NOT SLACK OR LOOSE).
5. TIGHTEN CABLES SEQUENTIALLY TO AVOID TWISTING OR DEFORMING STRUCTURAL ELEMENTS DURING ERECTION. RECHECK PREVIOUSLY TIGHTENED CABLES UNTIL ALL CABLES ACHIEVE TAUT CONDITION.

WELDING:

1. REFER TO "WELDING GUIDELINES" PUBLISHED BY ALLIED TUBE AND CONDUIT - HARVEY, ILLINOIS, FOR RECOMMENDED PROCESSES AND PRACTICES FOR WELDING GALVANIZED STEEL TUBING.

A. TO DEVELOP THE FULL STRENGTH AT PIPE JOINT, THE ALL AROUND FILLET WELDS SHALL BE SIZED AS FOLLOWS:

THICKNESS OF THE TUBE - MINIMUM FILLET WELD SIZE

|               |       |
|---------------|-------|
| GAUGE 14      | 1/8"  |
| GAUGE 13 & 12 | 5/32" |
| GAUGE 11 & 10 | 3/16" |
| GAUGE 9 & 8   | 7/32" |
| GAUGE 7       | 1/4"  |

(PLEASE NOTE: WHEN TUBES OF TWO DIFFERENT WALL THICKNESSES ARE JOINED, THE MINIMUM FILLET WELD SIZE SHALL BE BASED ON THE THINNER OF THE TWO MEMBERS).

2. WELDS SHALL SHOW UNIFORM SECTION, SMOOTHNESS OF WELD METAL, FREEDOM FROM POROSITY AND CLINKERS, AND ADEQUATE STRENGTH AND DURABILITY.
3. ALL WELDS NOT OTHERWISE IDENTIFIED SHALL BE CONTINUOUS.
4. ALL SHOP WELDING IS TO BE DONE BY CERTIFIED OPERATORS (TEST POSITION 4F AND 5F WITH PIPE IS MINIMUM REQUIRED CERTIFICATION).
5. ALL WELDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AWS D1.1 AND D1.3.

PAINTING AND TOUCH UP:

1. AFTER SHOP FABRICATION, TOUCH-UP ALL WELDS, ABRADED AREAS AND SCRATCHES WITH COLD GALVANIZING COMPOUND CONSISTENT WITH GALVANIZED TUBE MANUFACTURER'S RECOMMENDATIONS FOR COLOR AND COMPOSITION. PRIOR TO TOUCH-UP, CLEAN WELDED AND ABRADED AREAS WITH A WIRE BRUSH TO REMOVE SLAG AND LOOSE PARTICLES. SURFACES MUST BE CLEAN AND OIL FREE.
2. AFTER FIELD INSTALLATION, TOUCH-UP ALL ABRADED AREAS, SCRATCHES, FIELD WELDS, BOLTED CONNECTIONS AND ATTACHMENTS WITH COLD GALVANIZING COMPOUND OF THE SAME COMPOSITION AND COLOR USED FOR SHOP COATING.

ERECTION AND FIELD QUALITY CONTROL:

1. THE ERECTOR IS RESPONSIBLE FOR DESIGNING AND FURNISHING ALL TEMPORARY BRACING, SHORING, AND/OR SUPPORT THAT MAY BE REQUIRED AS THE RESULT OF ERECTOR'S CONSTRUCTION METHODS AND/OR SEQUENCES. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE STRUCTURAL ENGINEER ASSUMES NO LIABILITY FOR THE STRUCTURE DURING ERECTION.
2. NO OPENING (OTHER THAN THOSE SHOWN ON THE DRAWINGS) SHALL BE MADE IN ANY STRUCTURAL MEMBER, AND NO MODIFICATION OR ALTERATION SHALL BE MADE TO ANY STRUCTURAL MEMBER OR CONNECTION WITHOUT THE WRITTEN APPROVAL OF THE DESIGN ENGINEER.

GENERAL NOTES

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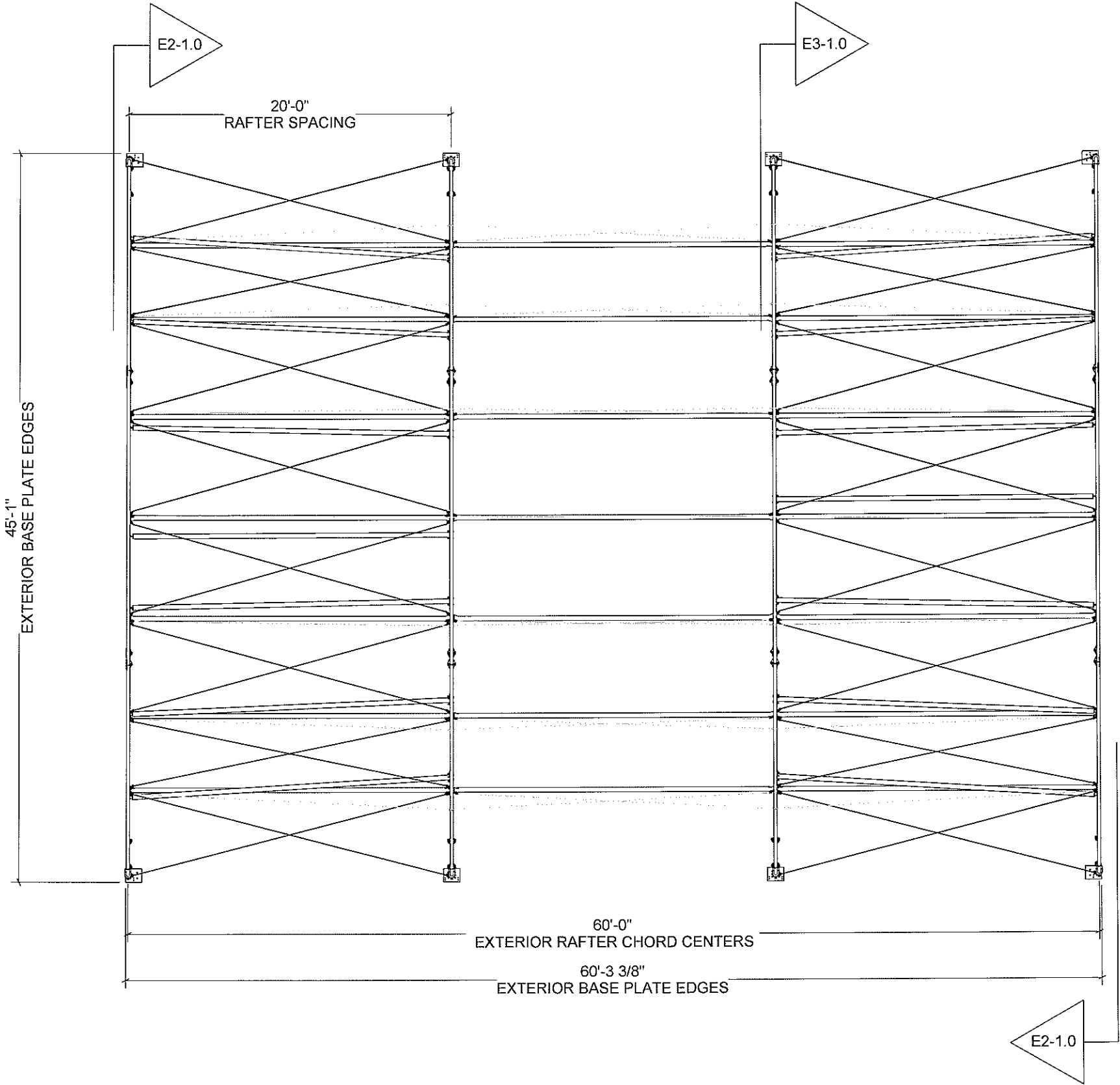
CUSTOMER #

|                                       |                                     |                                                                       |
|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|
| STRUCTURE SKU #:<br><b>T04506020F</b> | STRUCTURE SIZE:<br><b>45' X 60'</b> | STRUCTURE DESCRIPTION:<br><b>45' x 60' HD FREESTANDING 20'OC 12.5</b> |
| CUSTOMER INFORMATION:                 | CONTACT PHONE:                      |                                                                       |
| CUSTOMER CONTACT:                     |                                     | SHEET TITLE:<br><b>GENERAL NOTES</b>                                  |

DRAWING DETAILS

|                  |                             |                   |
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| DRAWN BY:<br>KMP | CREATION DATE:<br>7/11/2011 |                   |
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| SHEET:           |                             |                   |
| <b>B1-1.0</b>    |                             |                   |

FRONT ENDWALL: (OPEN)



RIGHT SIDE - SEE SHEET [F2-1.0] FOR ELEVATION VIEW

- BUILDING PLAN VIEW**
- CABLE PATTERN
  - SWAY CABLE
  - BUILDING DIMENSIONS
  - RAFTER SPACING

BACK ENDWALL: (OPEN)

|                                    |                |                                                                |
|------------------------------------|----------------|----------------------------------------------------------------|
| CUSTOMER INFORMATION:              |                | STRUCTURE SKU #:<br>T04506020F                                 |
| CUSTOMER CONTACT:                  | CONTACT PHONE: | STRUCTURE SIZE:<br>45' X 60'                                   |
| SHEET TITLE:<br>BUILDING PLAN VIEW |                | STRUCTURE DESCRIPTION:<br>45' x 60' HD FREESTANDING 20"OC 12.5 |

| DRAWING DETAILS  |     |                             |  |
|------------------|-----|-----------------------------|--|
| DRAWN BY:<br>KMP |     | CREATION DATE:<br>7/11/2011 |  |
| REVISIONS:       |     |                             |  |
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| SHEET:           |     |                             |  |
| C1-1.0           |     |                             |  |

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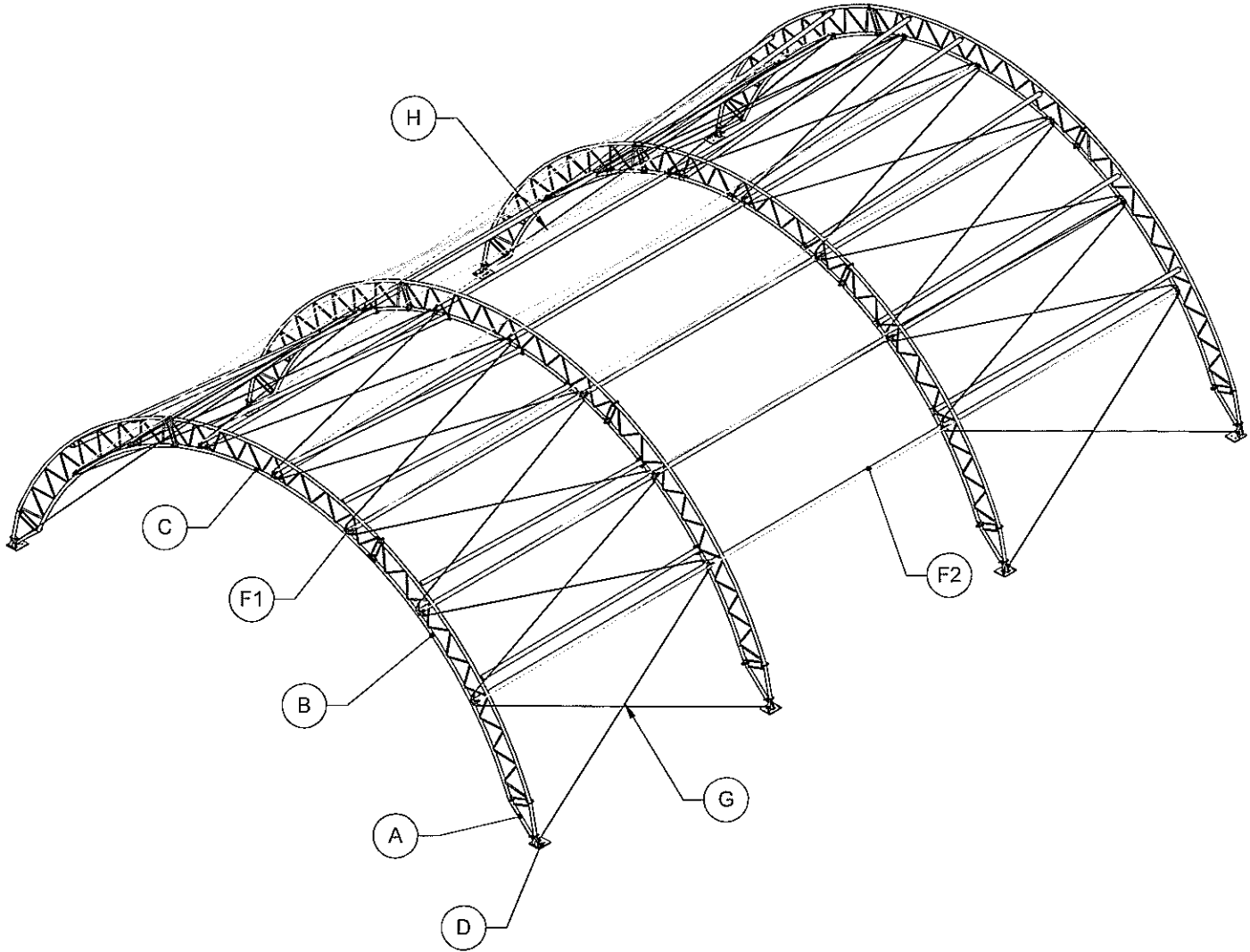
ORDER #

CUSTOMER #

| ITEM  | DESCRIPTION                     | MATERIAL                                      |
|-------|---------------------------------|-----------------------------------------------|
| A     | TRUSS SUPPORT BASE ASSY         |                                               |
|       | OUTER CHORD                     | GALV. RND. STEEL TUBE - $\phi$ 2.375" - 14 GA |
|       | INNER CHORD                     | GALV. RND. STEEL TUBE - $\phi$ 2.375" - 14 GA |
|       | WEB (STRAIGHT)                  | GALV. RND. STEEL TUBE - $\phi$ 1.00" - 14 GA  |
|       | CONNECTION PLATES               | STEEL PLATE, 1/2" THICK                       |
|       | GUSSETS                         | STEEL PLATE, 3/8" THICK                       |
|       | PIVOT PLATE (CHORD)             | STEEL PLATE, 3/8" THICK                       |
| B & C | TRUSS SEGMENT ASSY              |                                               |
|       | OUTER CHORD                     | GALV. RND. STEEL TUBE - $\phi$ 2.375" - 14 GA |
|       | INNER CHORD                     | GALV. RND. STEEL TUBE - $\phi$ 2.375" - 14 GA |
|       | WEB (STRAIGHT)                  | GALV. RND. STEEL TUBE - $\phi$ 1.00" - 14 GA  |
|       | WEB (ANGLED)                    | GALV. RND. STEEL TUBE - $\phi$ 1.00" - 14 GA  |
|       | WEB (END ANGLED) - SEG B        | GALV. RND. STEEL TUBE - $\phi$ 1.25" - 14 GA  |
|       | CONNECTION PLATES               | STEEL PLATE, 1/2" THICK                       |
| D     | BASES                           |                                               |
|       | HORIZONTAL                      | STEEL PLATE, 1/2" THICK                       |
|       | VERTICAL (ROUNDED)              | STEEL PLATE, 3/8" THICK                       |
|       | GUSSETS                         | STEEL PLATE, 3/8" THICK                       |
|       | THREADED STUDS                  | CFL FULLY THREADED STUD - 1/2"-13 x 1"        |
| E     | BOLTS                           |                                               |
|       | BASE HINGE                      | 3/4" X 2-3/4" HEX BOLT (A325)                 |
|       | CONNECTION PLATES               | 1/2" X 2-1/4" HEX BOLT (A325)                 |
|       | BRACE PLATES                    | #14 X 1" TEK SCREW                            |
|       | BRACING U-BOLTS                 | 3/8" U-BOLT                                   |
|       | BRACING CONNECTION BOLTS        | 1/2" X 1-1/2" HEX BOLT (A325)                 |
| F     | BRACING                         |                                               |
| F1    | ANGLED BRACING                  | GALV. RND. STEEL TUBE, $\phi$ 3.50" - 14 GA   |
| F2    | LATERAL BRACING (@ 20'-0" BAYS) | GALV. RND. STEEL TUBE, $\phi$ 3.50" - 14 GA   |
| G     | THREADED STUD PLATE             | 1/4" PLATE WITH 1/2" X 2" STUDS               |
|       | CABLE ASSEMBLY                  |                                               |
|       | CABLE                           | $\phi$ 3/8" WIRE ROPE                         |
|       | TURNBUCKLE                      | 1/2" - 12 EYE-EYE                             |
|       | WIRE ROPE THIMBLE               | 3/8" WIRE ROPE THIMBLE                        |
|       | CABLE SLEEVE                    | 3/8" CABLE SLEEVE                             |
| H     | CABLE CONNECTION PLATE          | STEEL PLATE, 1/4" THICK                       |
|       | SHACKLE                         | 1/2" SHACKLE                                  |
| H     | SWAY CABLE ASSEMBLY             |                                               |
|       | CABLE                           | $\phi$ 3/16" WIRE ROPE                        |
|       | TURNBUCKLE                      | 1/2" - 6 JAW-JAW                              |
|       | WIRE ROPE THIMBLE               | 3/16" WIRE ROPE THIMBLE                       |
|       | CABLE SLEEVE                    | 3/16" CABLE SLEEVE                            |
|       | CABLE CONNECTION PLATE          | STEEL PLATE, 1/8" THICK                       |
| J     | SHACKLE                         | 1/4" SHACKLE                                  |
|       | BRACE PLATES                    |                                               |
| K     | SUPPORT BASE TO SEGMENT         | STEEL PLATE, 1/8" THICK                       |
|       | SEGMENT TO SEGMENT              | STEEL PLATE, 1/8" THICK                       |
| K     | WINCH ASSEMBLY                  |                                               |
|       | WINCH                           | 2" LASHING WINCH (10,000 LBS. STRENGTH)       |
|       | STRAP                           | 2" STRAP (10,000 LBS. STRENGTH)               |

| BOX BOLT HOLE SIZES & INSTALLATION TORQUE <sup>1</sup>                      |           |                     |
|-----------------------------------------------------------------------------|-----------|---------------------|
| BOX BOLT DIA.                                                               | HOLE DIA. | INSTALLATION TORQUE |
| 1/4"                                                                        | 1/2"      | 14 FT-LB            |
| 5/16"                                                                       | 5/8"      | 18 FT-LB            |
| 3/8"                                                                        | 3/4"      | 33 FT-LB            |
| 1/2"                                                                        | 13/16"    | 59 FT-LB            |
| 5/8"                                                                        | 1-1/8"    | 140 FT-LB           |
| 3/4"                                                                        | 1-3/8"    | 221 FT-LB           |
| 1. REFER TO BOX BOLT TECHNICAL DATA FOR MORE INFORMATION IF USING BOX BOLTS |           |                     |

MATERIAL SPECIFICATIONS



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ORDER #

CUSTOMER #

CUSTOMER INFORMATION:

STRUCTURE SKU #:  
T04506020F

STRUCTURE SIZE:  
45' X 60'

STRUCTURE DESCRIPTION:  
45' x 60' HD FREESTANDING 20'OC 12.5

CUSTOMER CONTACT:

CONTACT PHONE

SHEET TITLE:  
MATERIAL SPECIFICATIONS

DRAWING DETAILS

DRAWN BY:  
KMP

CREATION DATE:  
7/11/2011

REVISIONS:

| NO. | BY: | REVISION DATE: |
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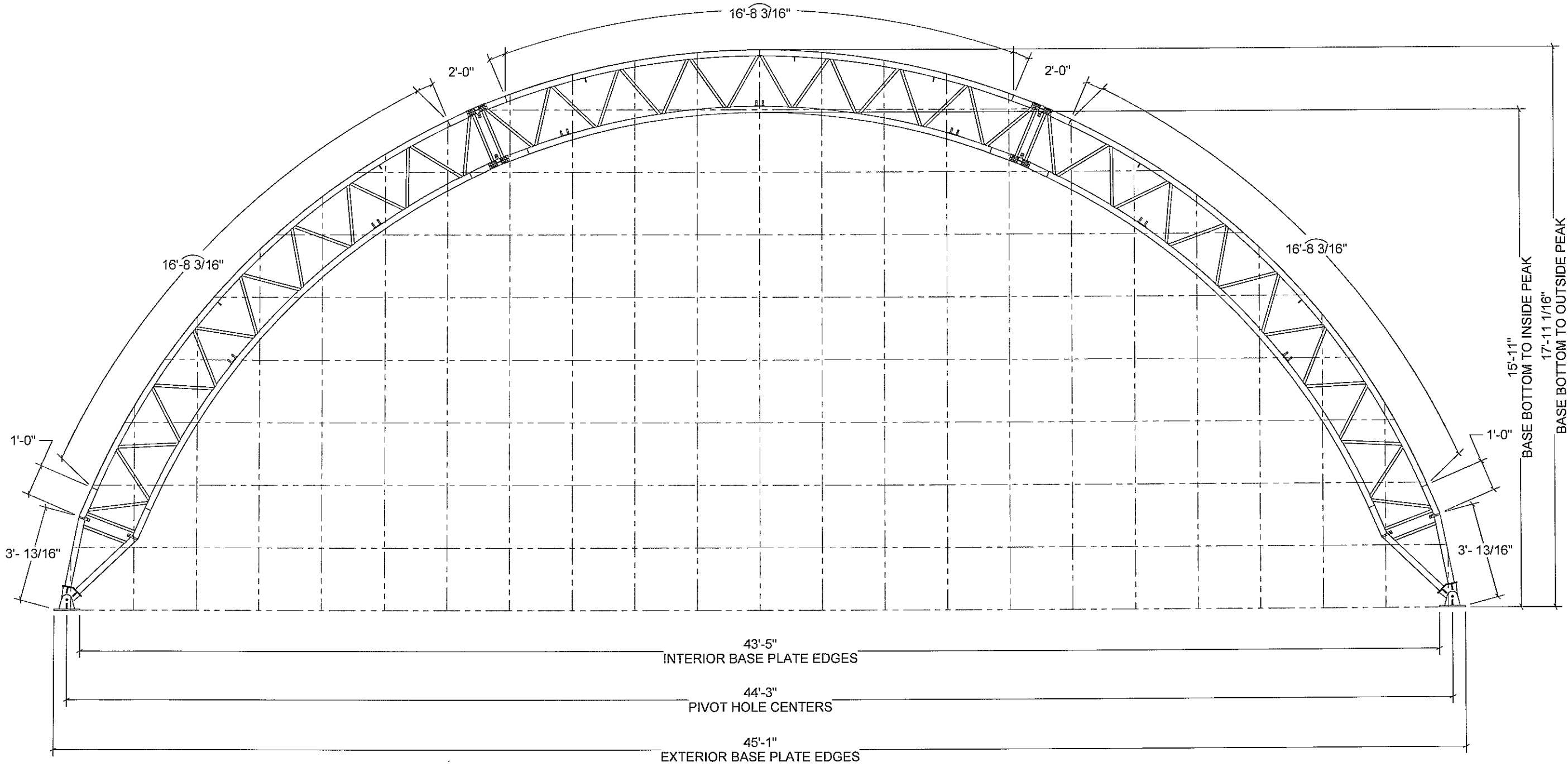
NOT TO SCALE

SHEET SIZE: 11X17

SHEET:

D1-1.0

FRONT PROFILE (DIMENSIONS)  
• GRID REPRESENTS 24" SQUARES



OVER-THE-TOP: 62'- 2 3/16" (746 3/16")

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**ClearSpan**  
A DIVISION OF  
ENGINEERING SERVICES & PRODUCTS CO.  
1440 18TH AVENUE SW  
DYERSVILLE, IA 52004  
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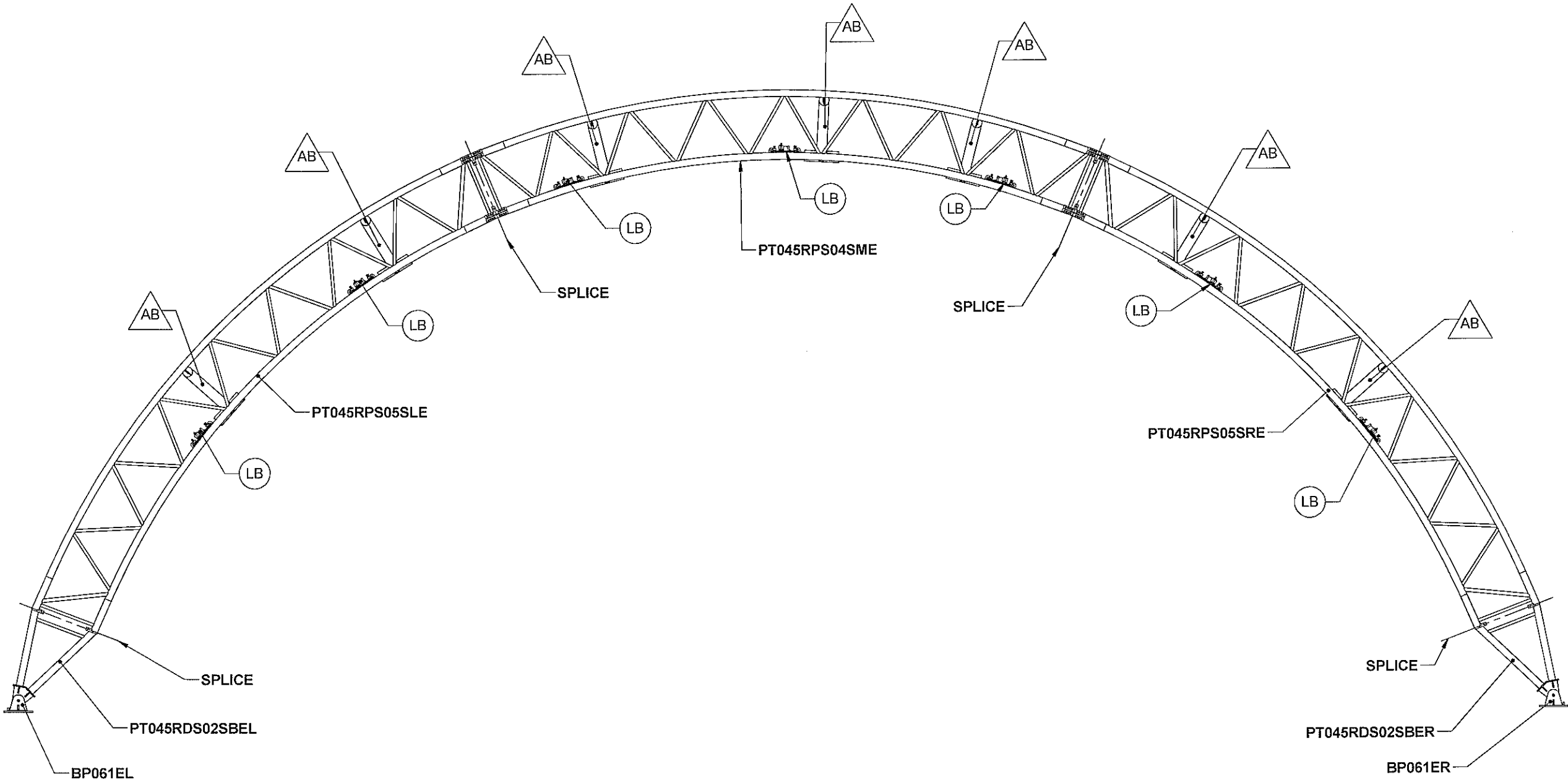
ORDER # \_\_\_\_\_

CUSTOMER # \_\_\_\_\_

|                                                   |  |                                       |                                     |                                                                       |
|---------------------------------------------------|--|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|
| CUSTOMER INFORMATION:                             |  | STRUCTURE SKU #:<br><b>T04506020F</b> |                                     | STRUCTURE DESCRIPTION:<br><b>45' x 60' HD FREESTANDING 20'OC 12.5</b> |
|                                                   |  |                                       |                                     |                                                                       |
| CUSTOMER CONTACT:                                 |  | CONTACT PHONE:                        | STRUCTURE SIZE:<br><b>45' X 60'</b> |                                                                       |
| SHEET TITLE:<br><b>FRONT PROFILE (DIMENSIONS)</b> |  |                                       |                                     |                                                                       |

| DRAWING DETAILS         |     |                            |
|-------------------------|-----|----------------------------|
| DRAWN BY:<br>KMP        |     | CREATION DATE<br>7/11/2011 |
| REVISIONS:              |     |                            |
| NO.                     | BY: | REVISION DATE              |
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| 4                       |     |                            |
| NOT TO SCALE            |     | SHEET SIZE: 11X17          |
| SHEET:<br><b>E1-1.0</b> |     |                            |

FRONT PROFILE (END RAFTERS)  
• PART LOCATIONS



- LB = LATERAL BRACE (SKU: LB35G14STL240)
- AB = ANGLED BRACE (SKU: AB35G14SUL240)
- SPLICE: SEE DETAIL SHEET [G3-1.0]

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ORDER #:

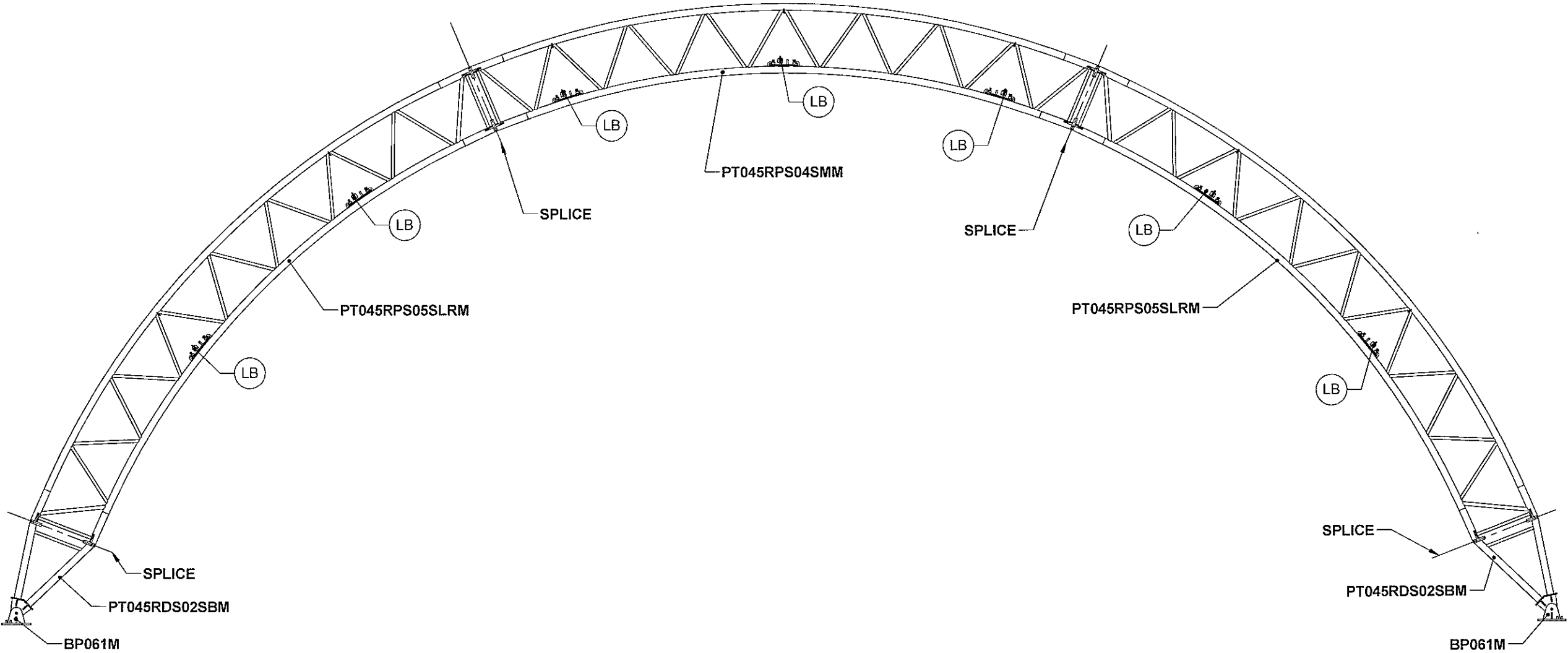
CUSTOMER #:

|                       |                                             |                              |                                                                |
|-----------------------|---------------------------------------------|------------------------------|----------------------------------------------------------------|
| CUSTOMER INFORMATION: | STRUCTURE SKU #<br>T04506020F               | STRUCTURE SIZE:<br>45' X 60' | STRUCTURE DESCRIPTION:<br>45' x 60' HD FREESTANDING 20'OC 12.5 |
|                       | CONTACT PHONE:                              |                              |                                                                |
| CUSTOMER CONTACT:     | SHEET TITLE:<br>FRONT PROFILE (END RAFTERS) |                              |                                                                |

| DRAWING DETAILS  |     |                            |  |
|------------------|-----|----------------------------|--|
| DRAWN BY:<br>KMP |     | CREATION DATE<br>7/17/2011 |  |
| REVISIONS:       |     |                            |  |
| NO.              | BY: | REVISION DATE              |  |
| 1                |     |                            |  |
| 2                |     |                            |  |
| 3                |     |                            |  |
| 4                |     |                            |  |
| NOT TO SCALE     |     | SHEET SIZE: 11X17          |  |
| SHEET:           |     |                            |  |
| E2-1.0           |     |                            |  |



FRONT PROFILE (MIDDLE RAFTERS)  
• PART LOCATIONS



- **LB** = LATERAL BRACE (SKU: LB35G14STL240)
- **SPLICE**: SEE DETAIL SHEET [G3-1.0]

DEVELOPED BY

  
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ORDER #

CUSTOMER #

|                       |                                      |                                                       |                                                               |
|-----------------------|--------------------------------------|-------------------------------------------------------|---------------------------------------------------------------|
| CUSTOMER INFORMATION: | STRUCTURE SKU #<br><b>T04506020F</b> | STRUCTURE SIZE:<br><b>45' X 60'</b>                   | STRUCTURE DESCRIPTION<br>45' x 60' HD FREESTANDING 20'OC 12.5 |
|                       | CONTACT PHONE:                       |                                                       |                                                               |
| CUSTOMER CONTACT:     |                                      | SHEET TITLE:<br><b>FRONT PROFILE (MIDDLE RAFTERS)</b> |                                                               |

| DRAWING DETAILS  |     |                             |  |
|------------------|-----|-----------------------------|--|
| DRAWN BY:<br>KMP |     | CREATION DATE:<br>7/11/2011 |  |
| REVISIONS:       |     |                             |  |
| NO.              | BY: | REVISION DATE:              |  |
| 1                |     |                             |  |
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| 4                |     |                             |  |
| NOT TO SCALE     |     | SHEET SIZE: 11X17           |  |
| SHEET:           |     |                             |  |
| <b>E3-1.0</b>    |     |                             |  |

NOTE: REFER TO SHEET [E2-1.0] & [E3-1.0] FOR FRONT  
PROFILE OF BRACE LOCATIONS & SHEET [C1-1.0] FOR TOP VIEW OF BRACE LOCATIONS.

- SIDE PROFILES
- LATERAL BRACING
  - ANGLED BRACING
  - CABLE PATTERN
  - SWAY CABLE PATTERN

AB35G14SUL240  
(TYP. ANGLED BRACE - END BAYS ONLY)

LB35G14STL240  
(TYP. LATERAL BRACE - ALL BAYS)

BACK OF STRUCTURE

FRONT OF STRUCTURE

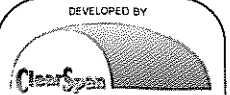
LEFT SIDE VIEW

FRONT OF STRUCTURE

BACK OF STRUCTURE

RIGHT SIDE VIEW

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ORDER #:

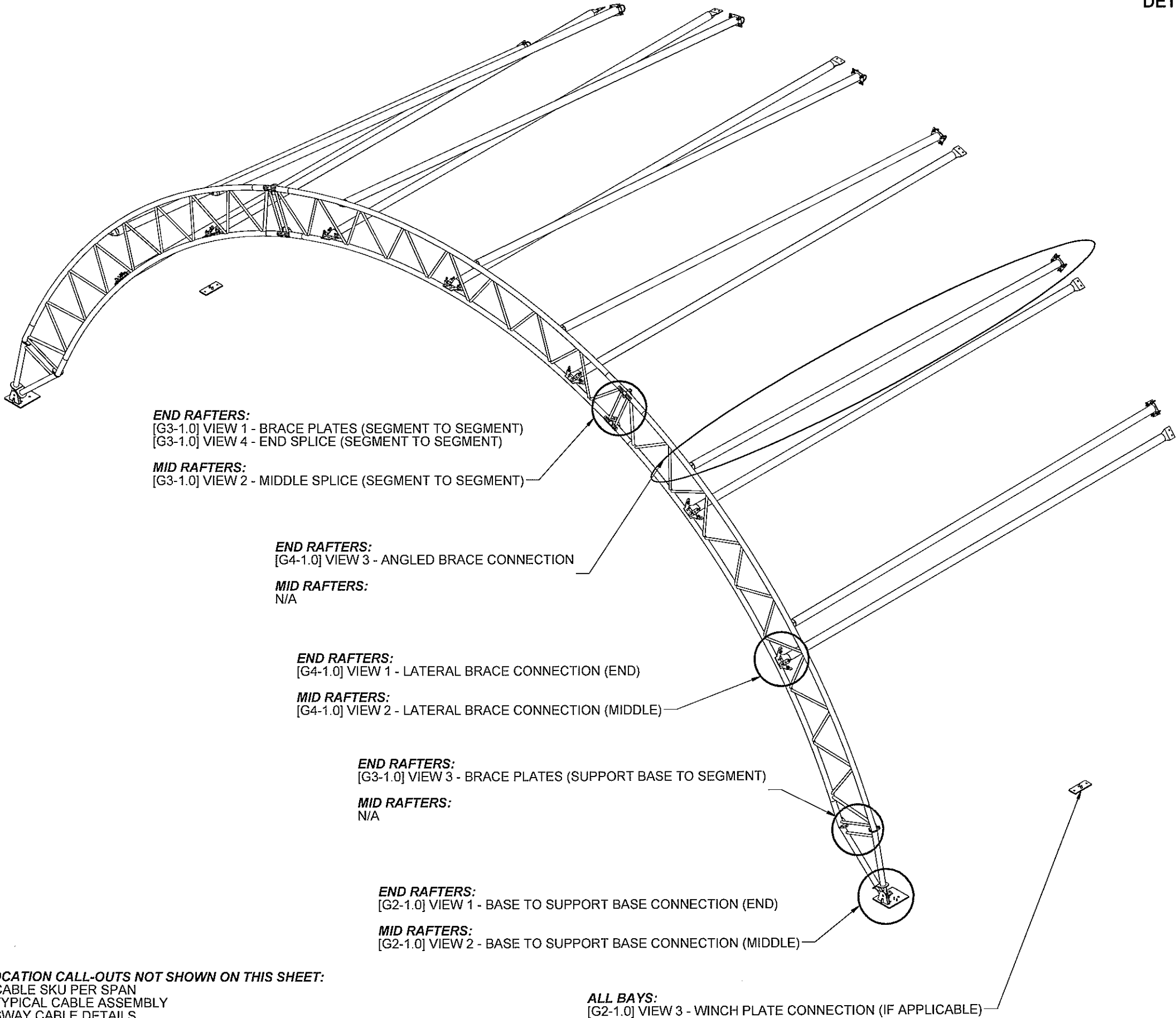
CUSTOMER #:

|                       |  |                                                      |  |                                     |                                                                       |
|-----------------------|--|------------------------------------------------------|--|-------------------------------------|-----------------------------------------------------------------------|
| CUSTOMER INFORMATION: |  | STRUCTURE SKU #:<br><b>T04506020F</b>                |  | STRUCTURE SIZE:<br><b>45' X 60'</b> | STRUCTURE DESCRIPTION:<br><b>45' x 60' HD FREESTANDING 20"OC 12.5</b> |
|                       |  | CONTACT PHONE:                                       |  |                                     |                                                                       |
| CUSTOMER CONTACT:     |  | SHEET TITLE:<br><b>SIDE PROFILE (LEFT SIDE VIEW)</b> |  |                                     |                                                                       |

| DRAWING DETAILS  |     |                             |  |
|------------------|-----|-----------------------------|--|
| DRAWN BY:<br>KMP |     | CREATION DATE:<br>7/11/2011 |  |
| REVISIONS:       |     |                             |  |
| NO.              | BY: | REVISION DATE:              |  |
| 1                |     |                             |  |
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| 4                |     |                             |  |
| NOT TO SCALE     |     | SHEET SIZE: 11X17           |  |
| SHEET:           |     |                             |  |
| F1-1.0           |     |                             |  |



DETAIL LOCATION CALL-OUTS



**END RAFTERS:**  
[G3-1.0] VIEW 1 - BRACE PLATES (SEGMENT TO SEGMENT)  
[G3-1.0] VIEW 4 - END SPLICE (SEGMENT TO SEGMENT)  
**MID RAFTERS:**  
[G3-1.0] VIEW 2 - MIDDLE SPLICE (SEGMENT TO SEGMENT)

**END RAFTERS:**  
[G4-1.0] VIEW 3 - ANGLED BRACE CONNECTION  
**MID RAFTERS:**  
N/A

**END RAFTERS:**  
[G4-1.0] VIEW 1 - LATERAL BRACE CONNECTION (END)  
**MID RAFTERS:**  
[G4-1.0] VIEW 2 - LATERAL BRACE CONNECTION (MIDDLE)

**END RAFTERS:**  
[G3-1.0] VIEW 3 - BRACE PLATES (SUPPORT BASE TO SEGMENT)  
**MID RAFTERS:**  
N/A

**END RAFTERS:**  
[G2-1.0] VIEW 1 - BASE TO SUPPORT BASE CONNECTION (END)  
**MID RAFTERS:**  
[G2-1.0] VIEW 2 - BASE TO SUPPORT BASE CONNECTION (MIDDLE)

**ALL BAYS:**  
[G2-1.0] VIEW 3 - WINCH PLATE CONNECTION (IF APPLICABLE)

**DETAILS WITH LOCATION CALL-OUTS NOT SHOWN ON THIS SHEET:**  
[G5-1.0] VIEW 1 - CABLE SKU PER SPAN  
[G5-1.0] VIEW 2 - TYPICAL CABLE ASSEMBLY  
[G6-1.0] VIEW 1 - SWAY CABLE DETAILS  
[G6-1.0] VIEW 2 - TYPICAL SWAY CABLE ASSEMBLY

DEVELOPED BY

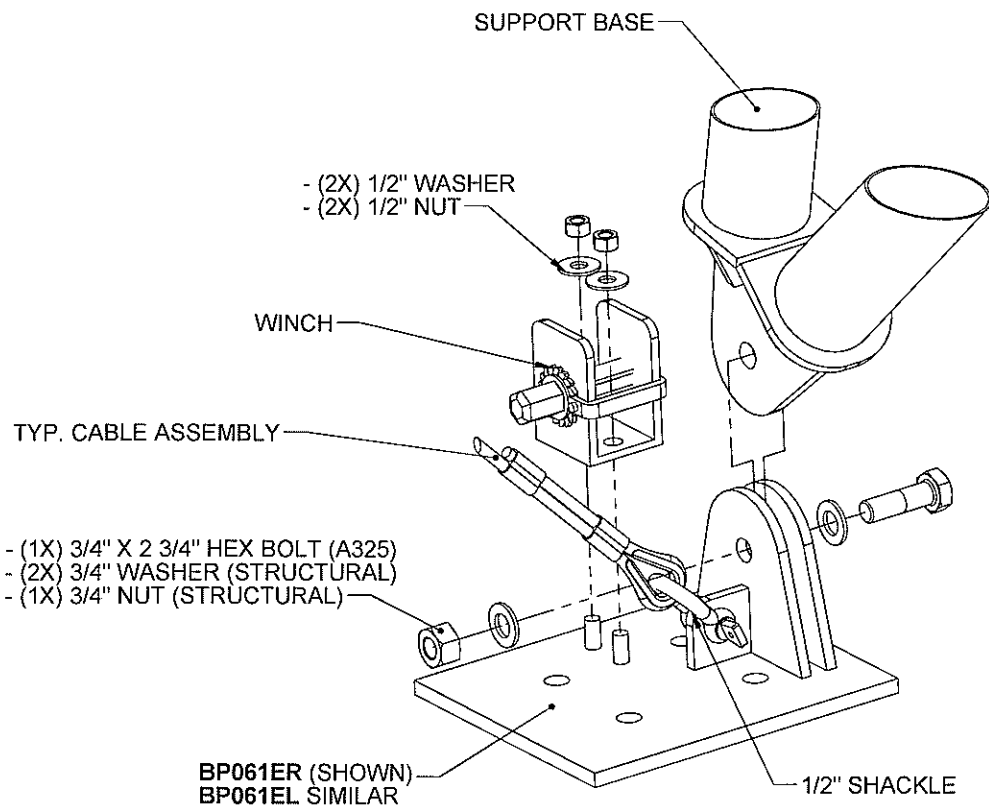
  
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CUSTOMER #:

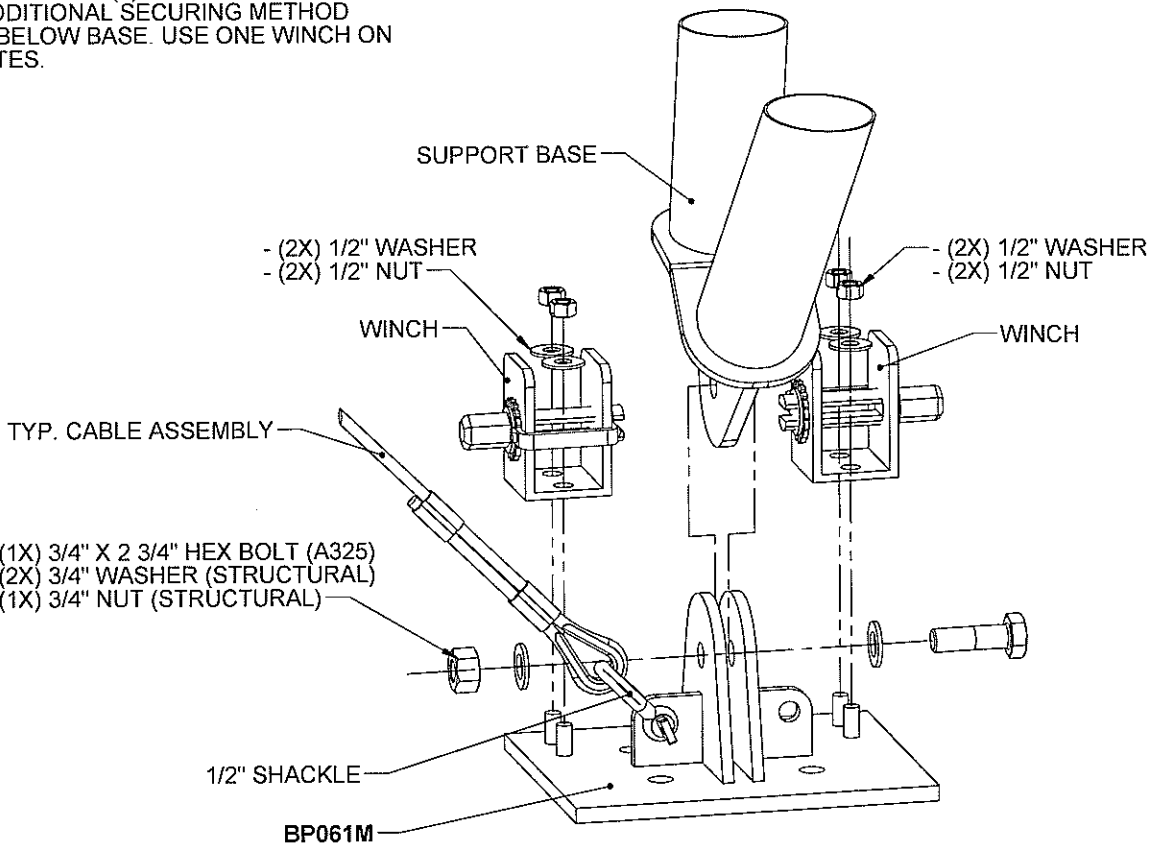
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|--------------------------------------------------|--|---------------------------------------|--|-------------------------------------|--|-----------------------------------------------------------------------|--|
| CUSTOMER INFORMATION:                            |  | STRUCTURE SKU #:<br><b>T04506020F</b> |  | STRUCTURE SIZE:<br><b>45' X 60'</b> |  | STRUCTURE DESCRIPTION:<br><b>45' x 60' HD FREESTANDING 20"OC 12.5</b> |  |
| CUSTOMER CONTACT:                                |  | CONTACT PHONE:                        |  |                                     |  |                                                                       |  |
| SHEET TITLE:<br><b>DETAIL LOCATION CALL-OUTS</b> |  |                                       |  |                                     |  |                                                                       |  |

| DRAWING DETAILS  |     |                             |  |
|------------------|-----|-----------------------------|--|
| DRAWN BY:<br>KMP |     | CREATION DATE:<br>7/11/2011 |  |
| REVISIONS:       |     |                             |  |
| NO.              | BY: | REVISION DATE:              |  |
| 1                |     |                             |  |
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| NOT TO SCALE     |     | SHEET SIZE: 11X17           |  |
| SHEET:           |     |                             |  |
| G1-1.0           |     |                             |  |

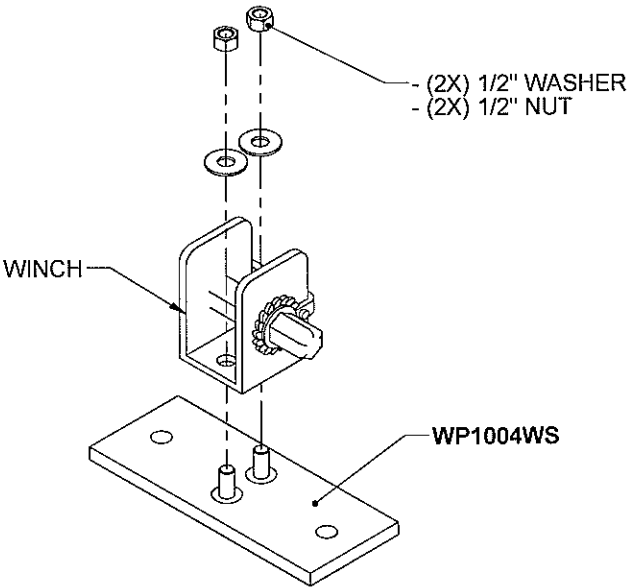


[G2-1.0] VIEW 1 - BASE TO SUPPORT BASE CONNECTION : END

IF COVER IS TO BE INSTALLED USING ONLY THE POCKET ABOVE THE BASE FOR TENSIONING, TWO (2) WINCHES WILL BE USED AS SHOWN. IF COVER IS TO BE INSTALLED USING BOTH THE POCKET ABOVE AND THE POCKET BELOW THE BASE FOR TENSIONING, ONLY ONE (1) WINCH WILL BE ATTACHED TO BASE AND ONE (1) ADDITIONAL SECURING METHOD WILL BE USED BELOW BASE. USE ONE WINCH ON END BASE PLATES.



[G2-1.0] VIEW 2 - BASE TO SUPPORT BASE CONNECTION : MIDDLE



[G2-1.0] VIEW 3 - WINCH PLATE CONNECTION  
(IF APPLICABLE)

# BASE/WINCH CONNECTION DETAILS

DEVELOPED BY

**ClearSpan**

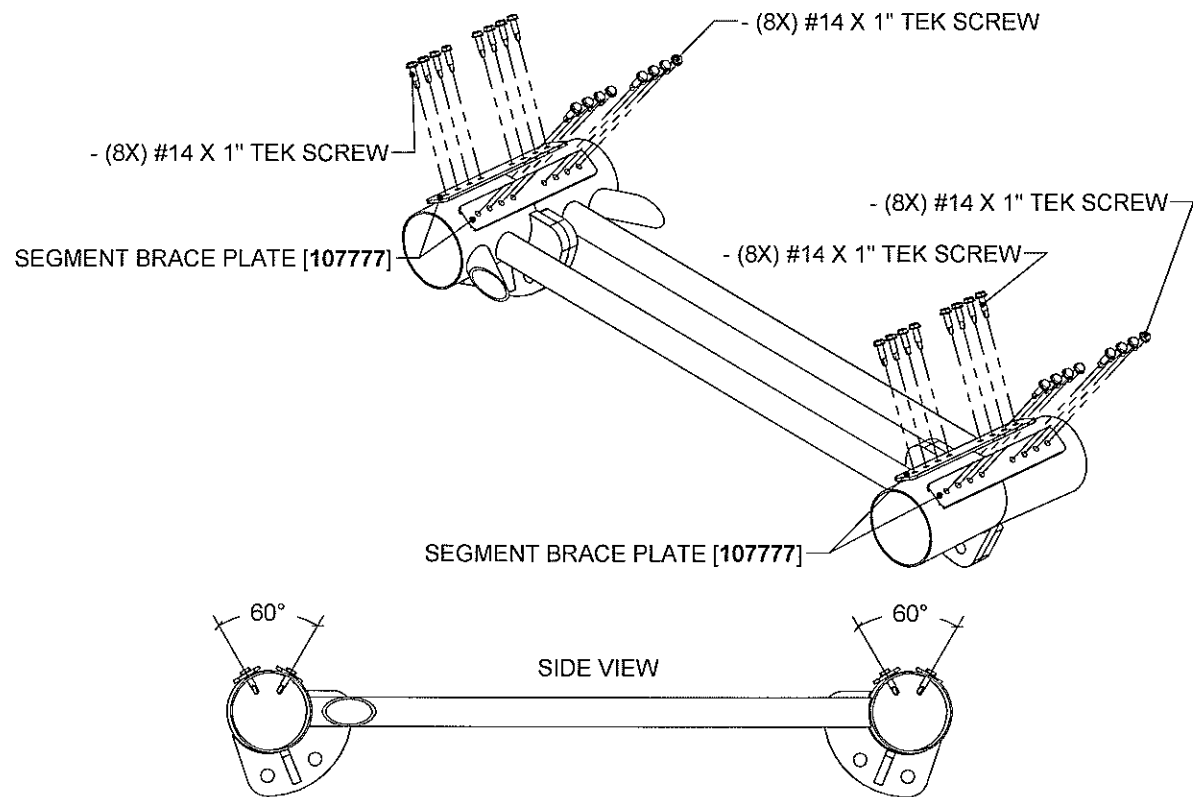
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ORDER #:

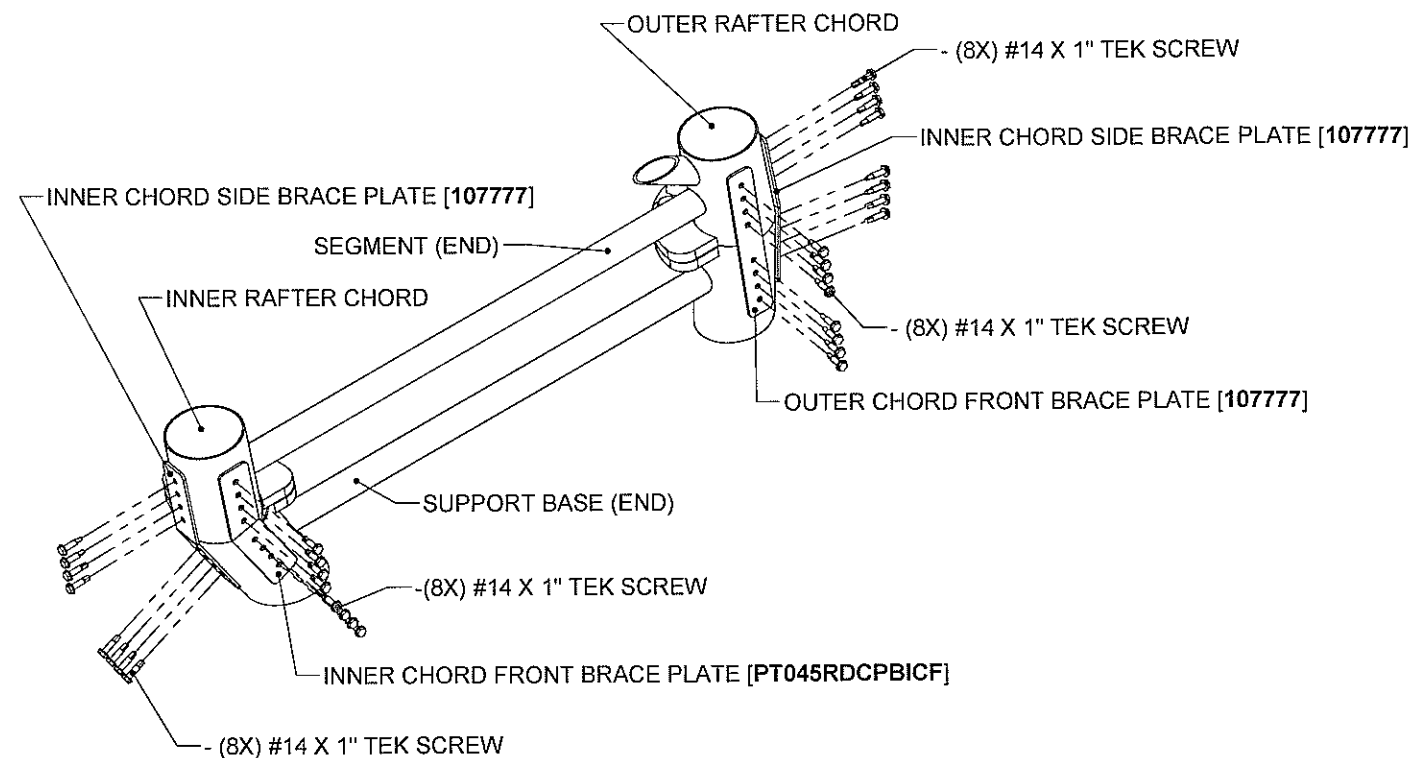
CUSTOMER #:

|                                                      |                |                                       |                                                                       |
|------------------------------------------------------|----------------|---------------------------------------|-----------------------------------------------------------------------|
| CUSTOMER INFORMATION:                                |                | STRUCTURE SKU #:<br><b>T04506020F</b> | STRUCTURE DESCRIPTION:<br><b>45' x 60' HD FREESTANDING 20'OC 12.5</b> |
| CUSTOMER CONTACT:                                    | CONTACT PHONE: | STRUCTURE SIZE:<br><b>45' X 60'</b>   |                                                                       |
| SHEET TITLE:<br><b>BASE/WINCH CONNECTION DETAILS</b> |                |                                       |                                                                       |

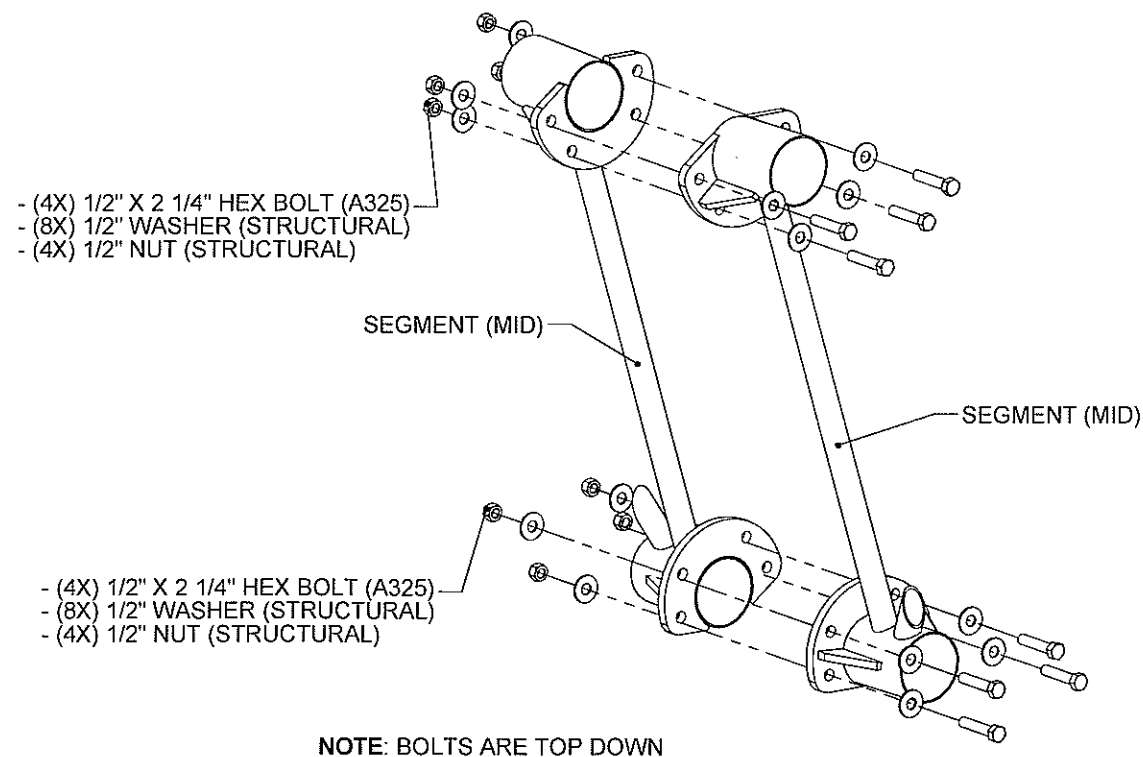
| DRAWING DETAILS  |     |                             |
|------------------|-----|-----------------------------|
| DRAWN BY:<br>KMP |     | CREATION DATE:<br>7/11/2011 |
| REVISIONS:       |     |                             |
| NO.              | BY: | REVISION DATE:              |
| 1                |     |                             |
| 2                |     |                             |
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| NOT TO SCALE     |     | SHEET SIZE: 11X17           |
| SHEET:           |     |                             |
| G2-1.0           |     |                             |



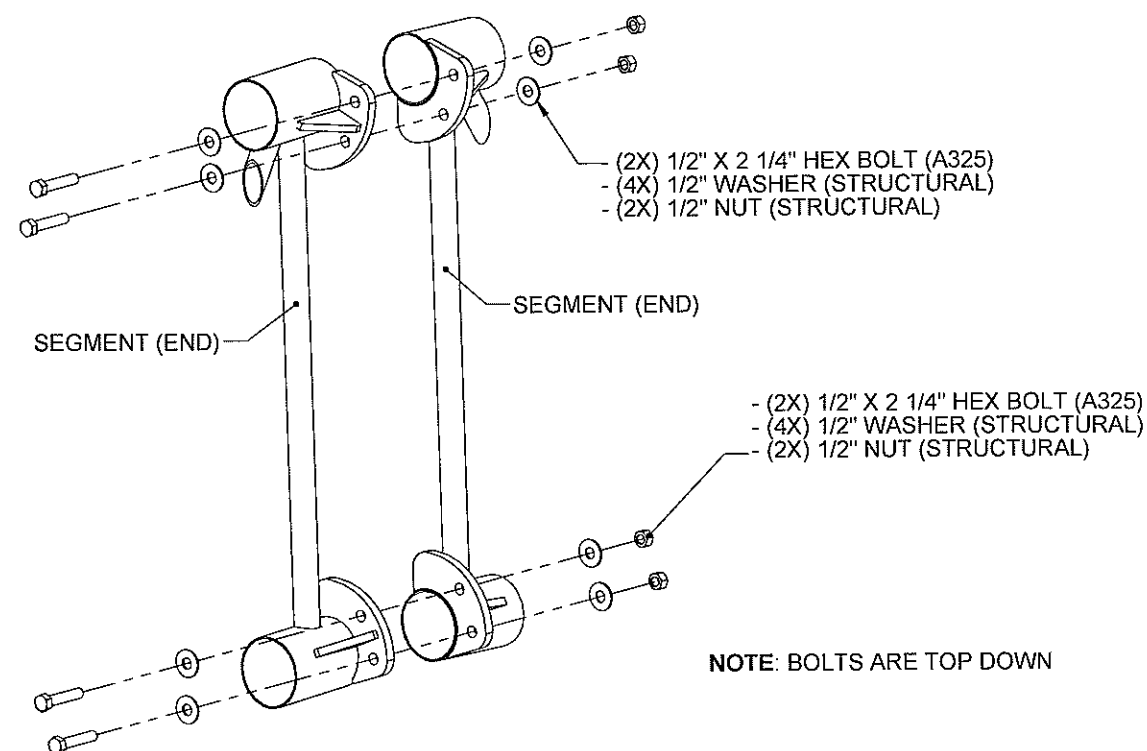
**[G3-1.0] VIEW 1 - BRACE PLATES (SEGMENT TO SEGMENT)**



**[G3-1.0] VIEW 2 - BRACE PLATES (SUPPORT BASE TO SEGMENT)**



**[G3-1.0] VIEW 3 - MIDDLE SPLICE (SEGMENT TO SEGMENT)**



**[G3-1.0] VIEW 4 - END SPLICE (SEGMENT TO SEGMENT)**

DEVELOPED BY

**ClearSpan**

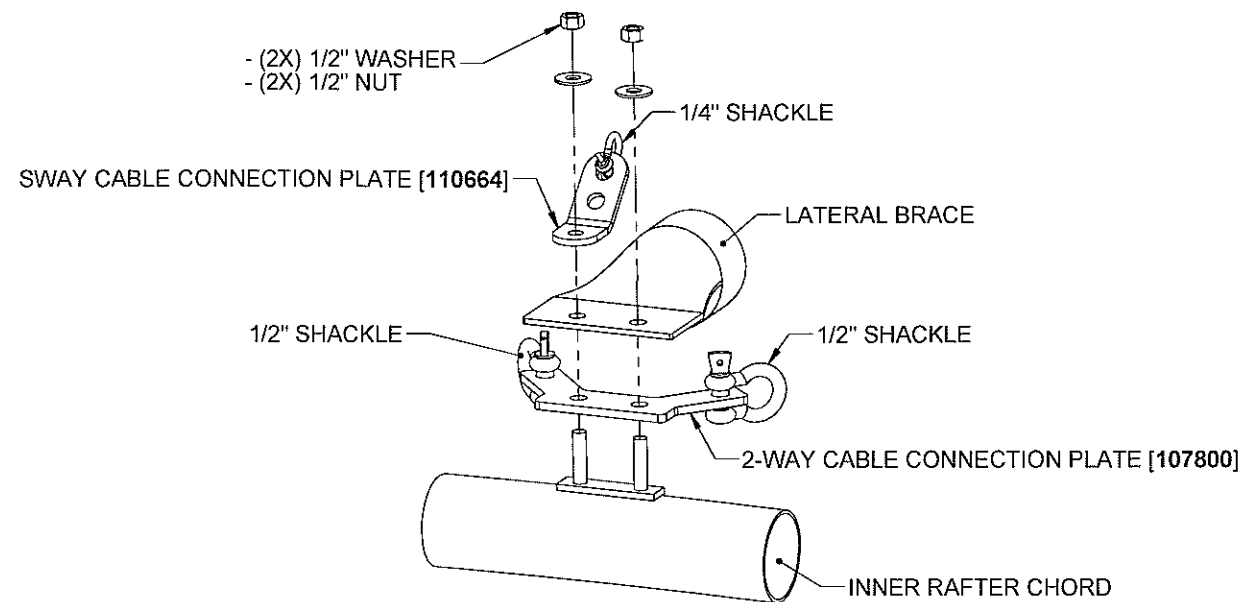
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ORDER #:

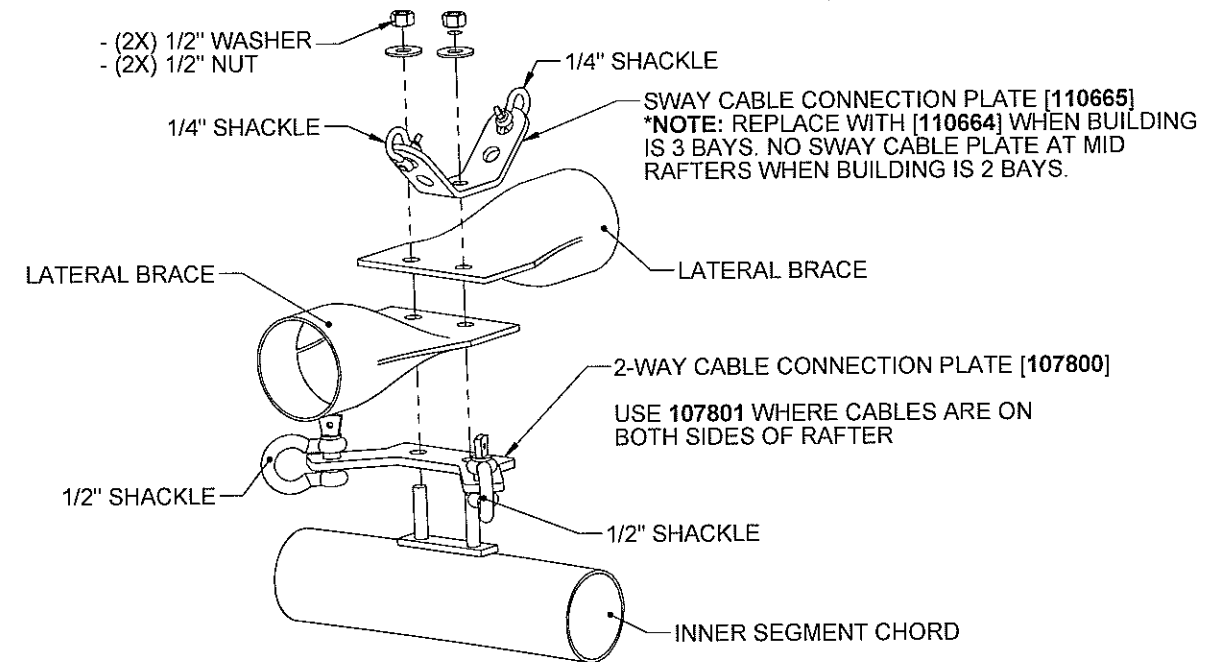
CUSTOMER #:

|                                      |                                     |                                                                       |
|--------------------------------------|-------------------------------------|-----------------------------------------------------------------------|
| STRUCTURE SKU #<br><b>T04506020F</b> | STRUCTURE SIZE:<br><b>45' X 60'</b> | STRUCTURE DESCRIPTION:<br><b>45' x 60' HD FREESTANDING 20'OC 12.5</b> |
|                                      | CONTACT PHONE:                      |                                                                       |
| CUSTOMER INFORMATION:                | CUSTOMER CONTACT:                   | SHEET TITLE:<br><b>SPLICE CONNECTION DETAILS</b>                      |

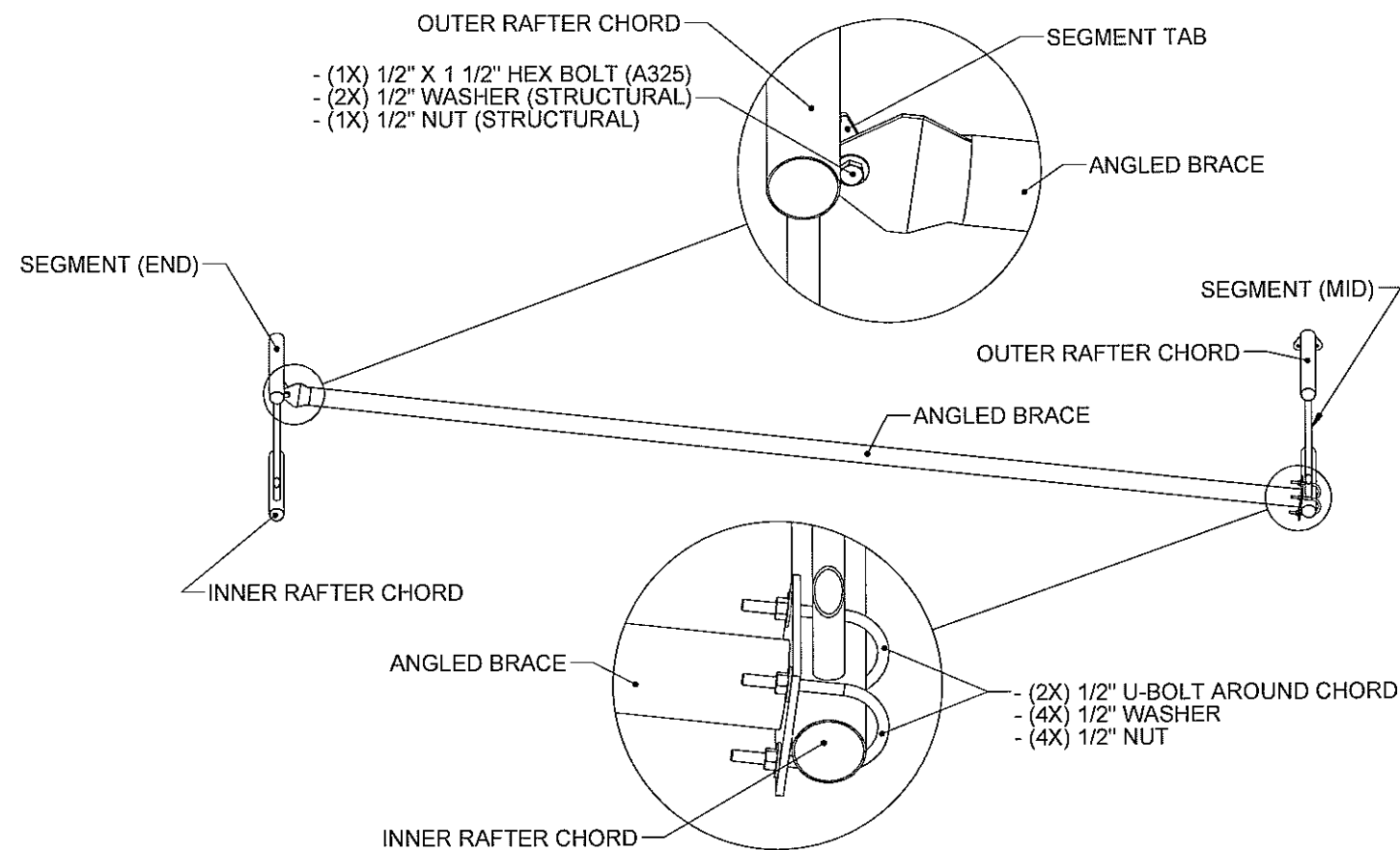
| DRAWING DETAILS         |                             |                   |
|-------------------------|-----------------------------|-------------------|
| DRAWN BY:<br>KMP        | CREATION DATE:<br>7/11/2011 |                   |
| REVISIONS:              |                             |                   |
| NO.                     | BY:                         | REVISION DATE:    |
| 1                       |                             |                   |
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| 4                       |                             |                   |
| NOT TO SCALE            |                             | SHEET SIZE: 11X17 |
| SHEET:<br><b>G3-1.0</b> |                             |                   |



[G4-1.0] VIEW 1 - LATERAL BRACE CONNECTION : (END)



[G4-1.0] VIEW 2 - LATERAL BRACE CONNECTION : (MIDDLE)



[G4-1.0] VIEW 3 - ANGLED BRACE CONNECTION

## BRACE CONNECTION DETAILS

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CUSTOMER #:

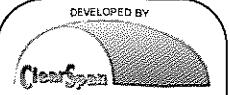
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|-------------------------------------------------|--------------------------------------|-------------------------------------|-----------------------------------------------------------------------|
| CUSTOMER INFORMATION:                           | STRUCTURE SKU #<br><b>T04506020F</b> | STRUCTURE SIZE:<br><b>45' X 60'</b> | STRUCTURE DESCRIPTION:<br><b>45' x 60' HD FREESTANDING 20 OC 12.5</b> |
|                                                 | CONTACT PHONE:                       |                                     |                                                                       |
| SHEET TITLE:<br><b>BRACE CONNECTION DETAILS</b> |                                      |                                     |                                                                       |

| DRAWING DETAILS                |                            |
|--------------------------------|----------------------------|
| DRAWN BY:<br>KMP               | CREATION DATE<br>7/11/2011 |
| REVISIONS:                     |                            |
| NO.                            | BY:                        |
| 1                              |                            |
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| 3                              |                            |
| 4                              |                            |
| NOT TO SCALE SHEET SIZE: 11X17 |                            |
| SHEET:<br><b>G4-1.0</b>        |                            |

REFER TO SHEETS [A1-1.0], [C1-1.0] & [F1-1.0] FOR COMPLETE CABLE PATTERN.

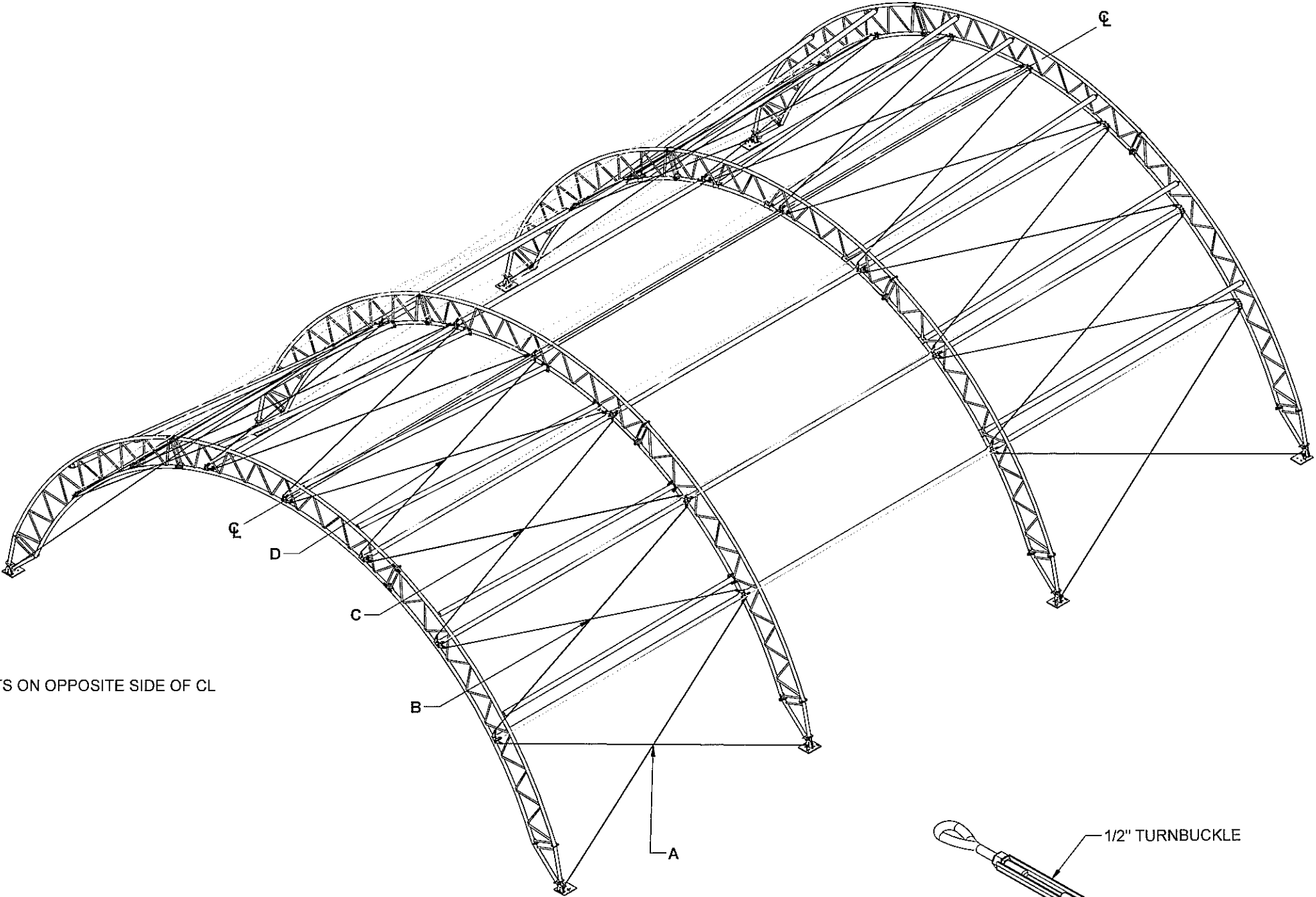
CABLE LENGTH DETAILS

DEVELOPED BY

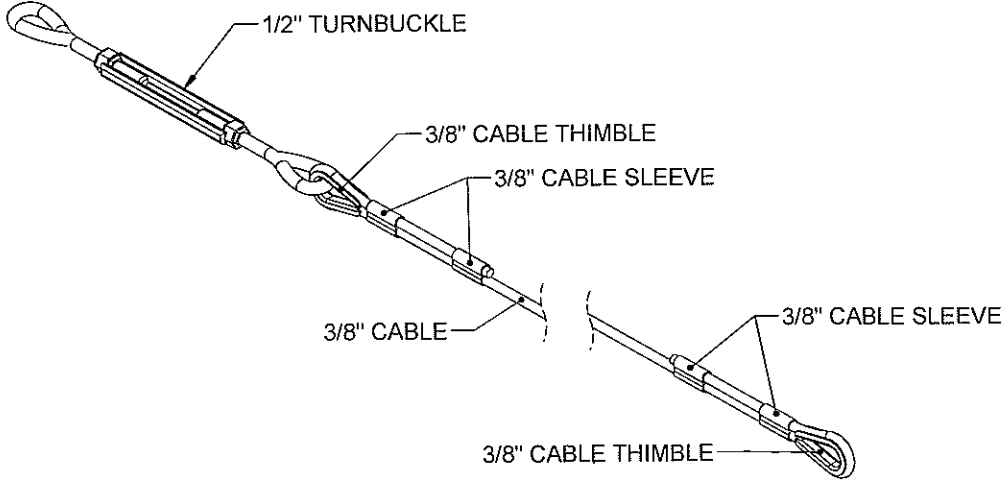
  
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ORDER #:

CUSTOMER #:



NOTE: PATTERN REPEATS ON OPPOSITE SIDE OF CL



| T045RDW : 20' RAFTER SPACING CABLE SKU'S |              |                 |
|------------------------------------------|--------------|-----------------|
| SPAN                                     | SKU          | ACTUAL DISTANCE |
| A                                        | CAB38T1C2106 | 21'-3 13/16"    |
| B                                        | CAB38T1C2004 | 20'-1 5/16"     |
| C                                        | CAB38T1C2005 | 20'-2 9/16"     |
| D                                        | CAB38T1C2004 | 20'-1 5/16"     |

[G5-1.0] VIEW 1 - CABLE SKU PER SPAN

[G5-1.0] VIEW 2 - TYPICAL CABLE ASSEMBLY

CUSTOMER INFORMATION:

STRUCTURE SKU #  
T04506020F

CONTACT PHONE:

STRUCTURE SIZE:  
45' X 60'

CUSTOMER CONTACT:

STRUCTURE DESCRIPTION:  
45' x 60' HD FREESTANDING 20' OC 12.5

SHEET TITLE:  
CABLE LENGTH DETAILS

DRAWING DETAILS

DRAWN BY: KMP

CREATION DATE: 7/11/2011

REVISIONS:

| NO. | BY: | REVISION DATE |
|-----|-----|---------------|
| 1   |     |               |
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| 3   |     |               |
| 4   |     |               |

NOT TO SCALE

SHEET SIZE 11X17

SHEET:

G5-1.0

REFER TO SHEETS [A1-1.0], [C1-1.0] & [F1-1.0], FOR COMPLETE CABLE PATTERN.

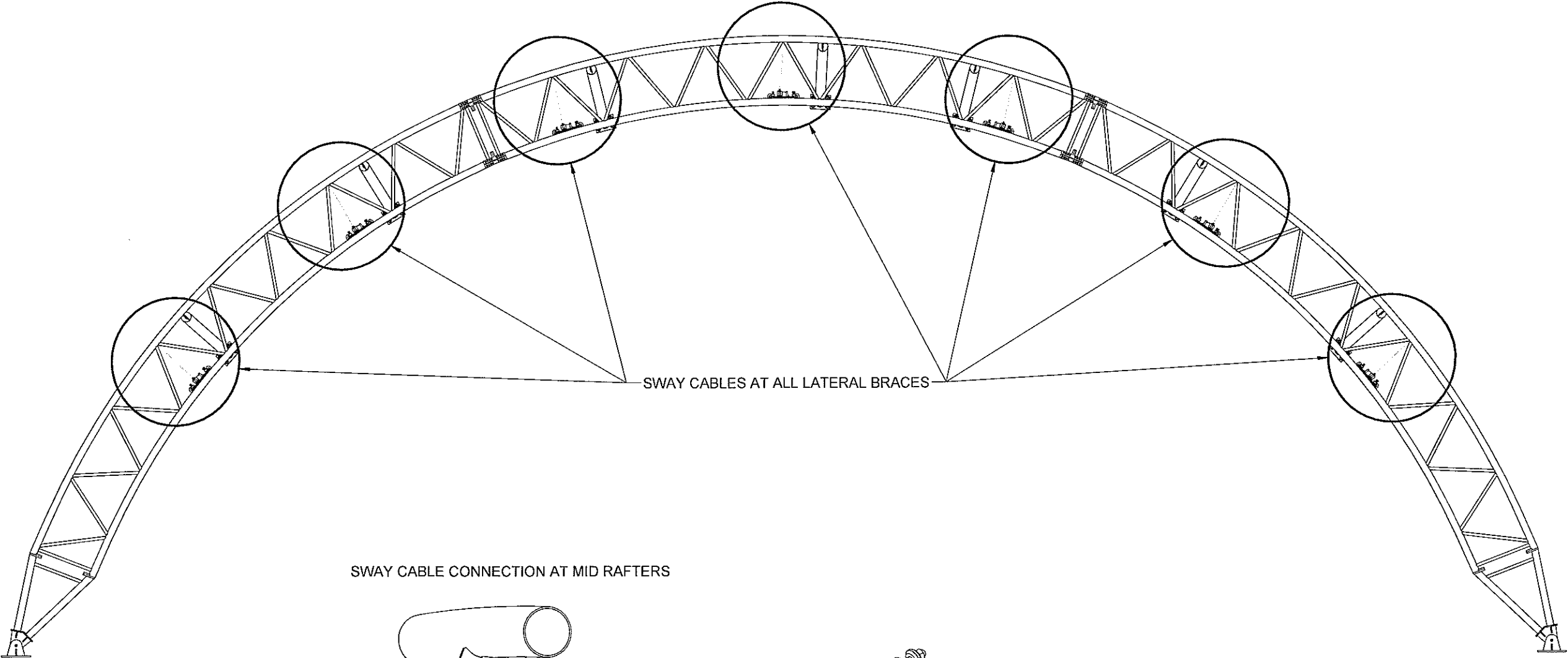
SWAY CABLE DETAILS

DEVELOPED BY

  
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ORDER #

CUSTOMER #



SWAY CABLES AT ALL LATERAL BRACES

SWAY CABLE CONNECTION AT MID RAFTERS

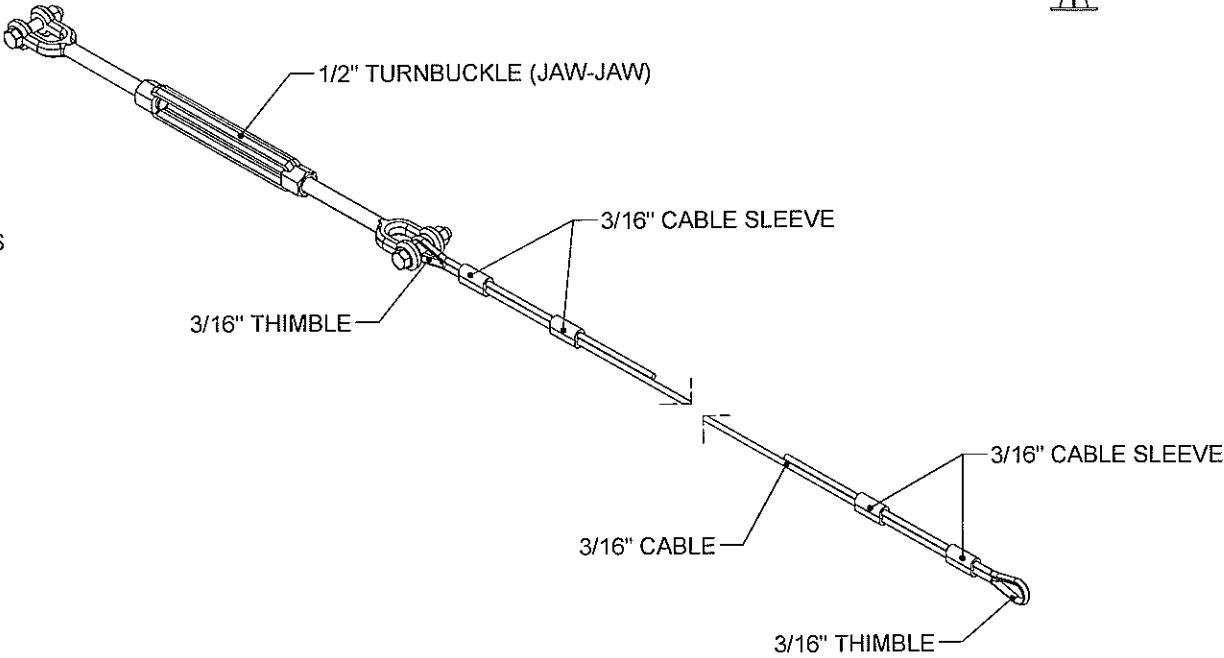
SWAY CABLE ASSEMBLY  
SKU: CABS19T16JC1909 (19'-7")

NOTE: NO SWAY CABLE FROM  
TOP CHORD OF END RAFTERS  
DUE TO ANGLED BRACE.

1/4" SHACKLE

LATERAL BRACE

110665 SHOWN  
NOTE: USE 110664 WITH CABLES  
IN ONE DIRECTION.



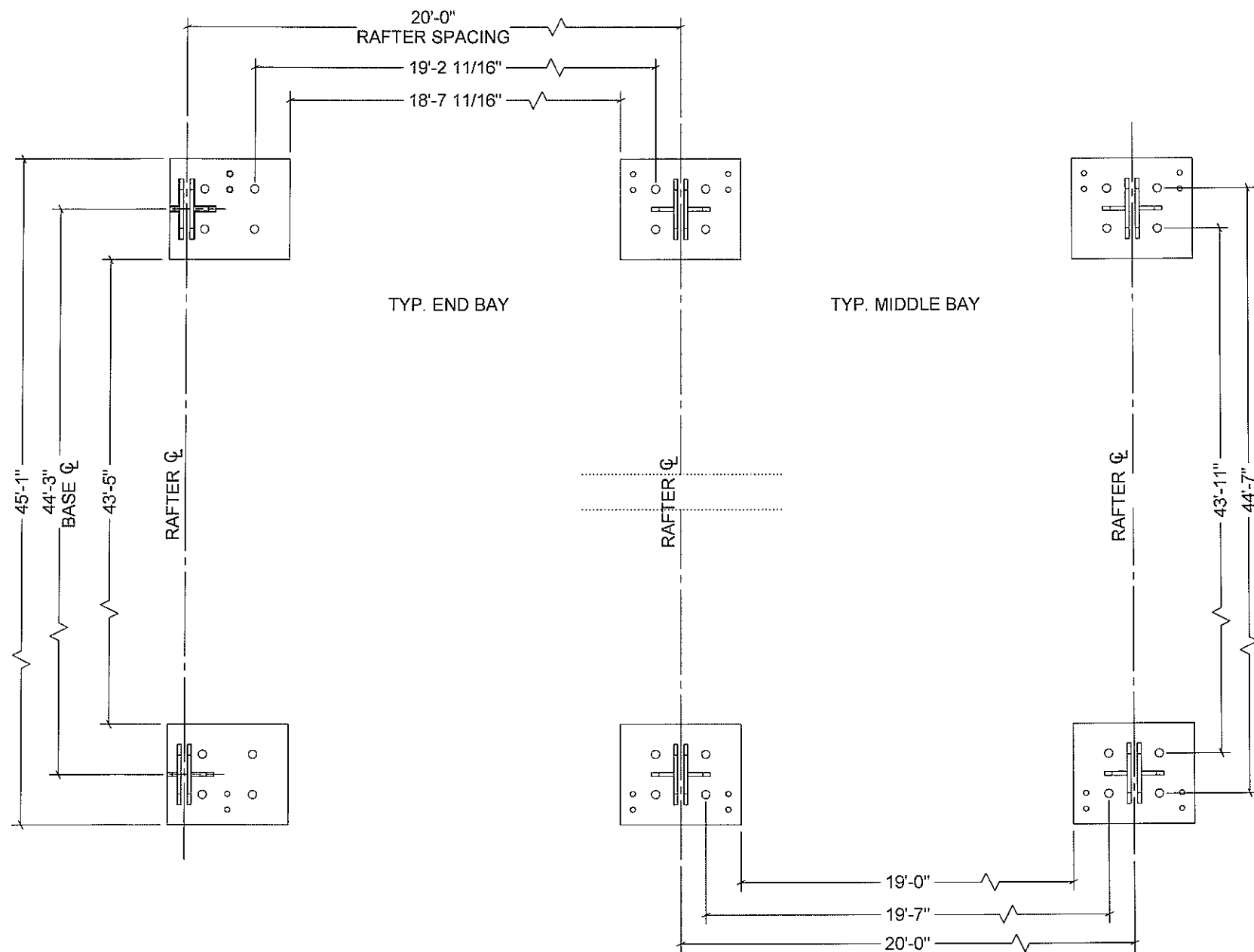
[G6-1.0] VIEW 1 - SWAY CABLE DETAILS

[G6-1.0] VIEW 2 - TYPICAL SWAY CABLE ASSEMBLY

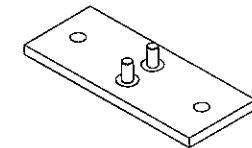
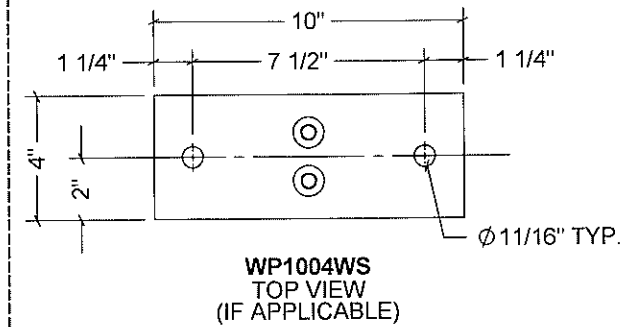
|                                    |  |                                                                |                              |
|------------------------------------|--|----------------------------------------------------------------|------------------------------|
| CUSTOMER INFORMATION:              |  | STRUCTURE SKU #:<br>T04506020F                                 |                              |
| CUSTOMER CONTACT:                  |  | CONTACT PHONE:                                                 | STRUCTURE SIZE:<br>45' X 60' |
| SHEET TITLE:<br>SWAY CABLE DETAILS |  | STRUCTURE DESCRIPTION:<br>45' x 60' HD FREESTANDING 20'OC 12.5 |                              |

| DRAWING DETAILS         |     |                             |
|-------------------------|-----|-----------------------------|
| DRAWN BY:<br>KMP        |     | CREATION DATE:<br>7/11/2011 |
| REVISIONS:              |     |                             |
| NO.                     | BY: | REVISION DATE:              |
| 1                       |     |                             |
| 2                       |     |                             |
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| 4                       |     |                             |
| NOT TO SCALE            |     | SHEET SIZE: 11X17           |
| SHEET:<br><b>G6-1.0</b> |     |                             |

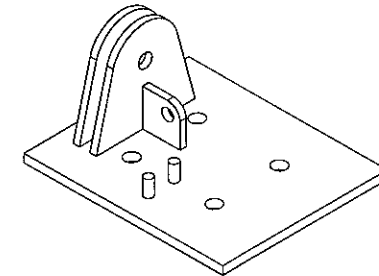
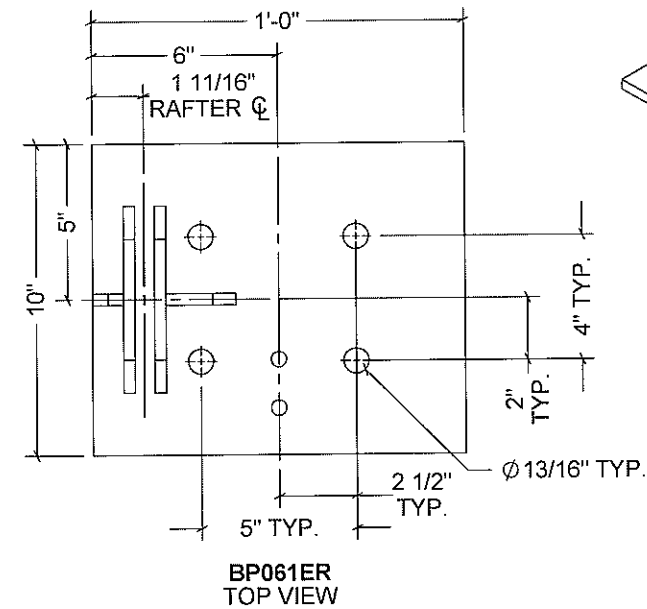




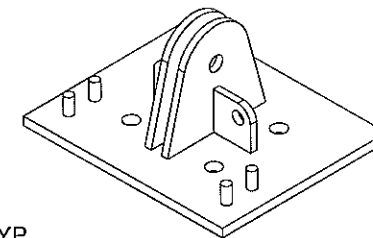
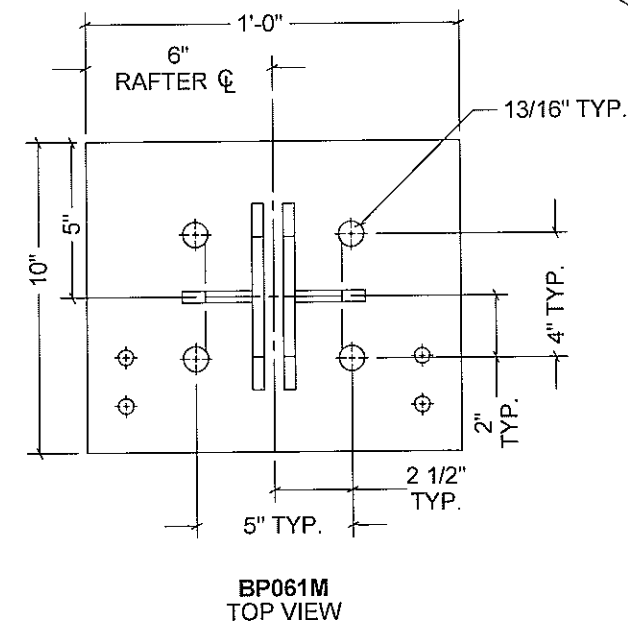
# FOUNDATION DETAILS (BASE PLATES)



WP1004WS  
ISOMETRIC VIEW  
(IF APPLICABLE)



BP061ER  
ISOMETRIC VIEW  
\*BP061EL IS SIMILAR



BP061M  
ISOMETRIC VIEW

DEVELOPED BY  
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ORDER # \_\_\_\_\_

CUSTOMER # \_\_\_\_\_

|                       |                                                         |                                       |                                                                       |
|-----------------------|---------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------------|
| CUSTOMER INFORMATION: |                                                         | STRUCTURE SKU #:<br><b>T04506020F</b> | STRUCTURE DESCRIPTION:<br><b>45' x 60' HD FREESTANDING 20"OC 12.5</b> |
| CUSTOMER CONTACT:     | CONTACT PHONE:                                          | STRUCTURE SIZE:<br><b>45' X 60'</b>   |                                                                       |
|                       | SHEET TITLE:<br><b>FOUNDATION DETAILS (BASE PLATES)</b> |                                       |                                                                       |

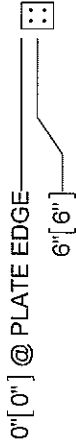
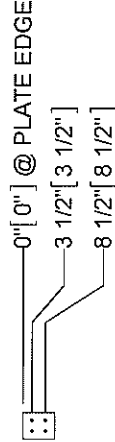
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ANCHOR HOLES:

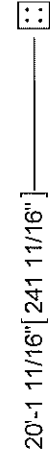
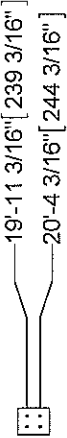
BASE CENTERS:

FRONT OF STRUCTURE

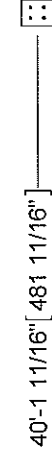
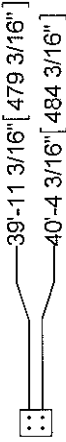
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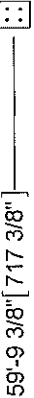
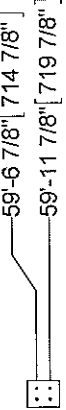
20'-0" BAY



20'-0" BAY



20'-0" BAY



FOUNDATION DETAILS (ANCHOR HOLES)  
• ANCHOR HOLE LAYOUT

DEVELOPED BY

  
A DIVISION OF  
ENGINEERING SERVICES & PRODUCTS CO.  
1440 16TH AVENUE SW  
DYERSVILLE, IA 50540  
P 563 875 6113  
F 563 875 2317  
WWW.ESAPCO.COM

ORDER #

CUSTOMER #

|                                                   |                                                                |                               |
|---------------------------------------------------|----------------------------------------------------------------|-------------------------------|
| CUSTOMER INFORMATION:                             |                                                                | STRUCTURE SKU #<br>T04506020F |
| CUSTOMER CONTACT:                                 | CONTACT PHONE:                                                 | STRUCTURE SIZE:<br>45' X 60'  |
|                                                   | STRUCTURE DESCRIPTION:<br>45' x 60' HD FREESTANDING 20"OC 12.5 |                               |
| SHEET TITLE:<br>FOUNDATION DETAILS (ANCHOR HOLES) |                                                                |                               |

| DRAWING DETAILS   |                             |
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| SHEET:            |                             |
| H2-1.0            |                             |



FOUNDATION NOTES:

- ESAPCO DOES NOT PROVIDE ANY MATERIAL OR DESIGN CRITERIA FOR THE CREATION OF THE FOUNDATION OR ANCHORING OF THIS BUILDING, UNLESS OTHERWISE NOTED.
- FOUNDATION AND ANCHORING SHALL BE ENGINEERED AND APPROVED BY A LICENSED STRUCTURAL ENGINEER OF OWNER'S CHOICE.
- FOUNDATION MUST MEET THE BUILDING REACTION DATA SHOWN BELOW.
- SEE ENDWALL DRAWINGS FOR ENDWALL REACTIONS (IF APPLICABLE).

PROTOTYPICAL REACTIONS

NO ENGINEERING REQUIRED, REACTIONS NOT PROVIDED

DEVELOPED BY



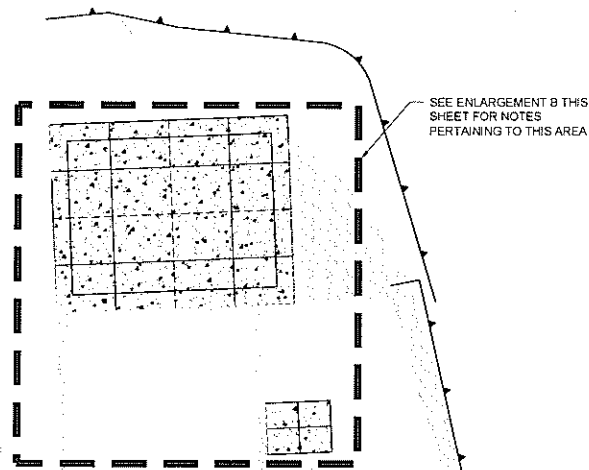
A DIVISION OF  
ENGINEERING SERVICES & PRODUCTS CO  
1443 18TH AVENUE SW  
OVERSVILLE, IA 50642  
P 563.875.6113  
F 563.875.2317  
WWW.ESAPCO.COM

ORDER #

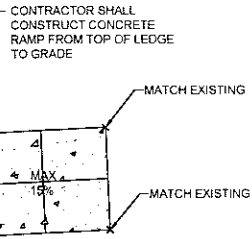
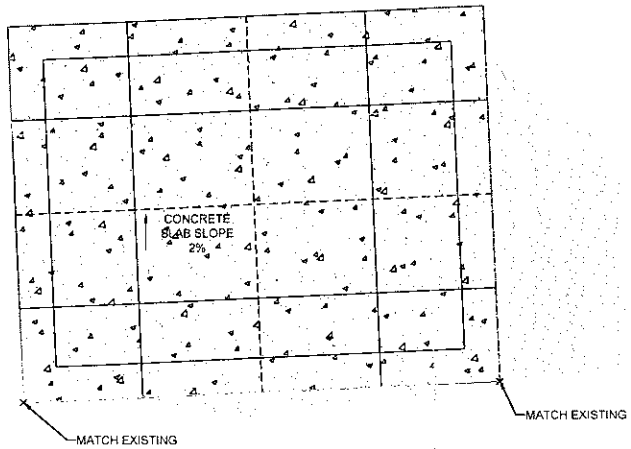
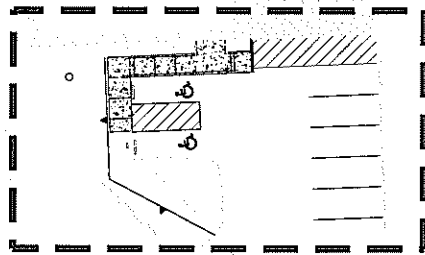
CUSTOMER #

|                                        |                               |                             |                                                                |
|----------------------------------------|-------------------------------|-----------------------------|----------------------------------------------------------------|
| CUSTOMER INFORMATION                   | STRUCTURE SKU #<br>T04506020F | STRUCTURE SIZE<br>45' X 60' | STRUCTURE DESCRIPTION:<br>45' x 60' HD FREESTANDING 20'OC 12.5 |
|                                        | CUSTOMER CONTACT              | CONTACT PHONE               |                                                                |
| SHEET TITLE:<br>PROTOTYPICAL REACTIONS |                               |                             |                                                                |

| DRAWING DETAILS  |                             |                   |
|------------------|-----------------------------|-------------------|
| DRAWN BY:<br>KMP | CREATION DATE:<br>7/11/2011 |                   |
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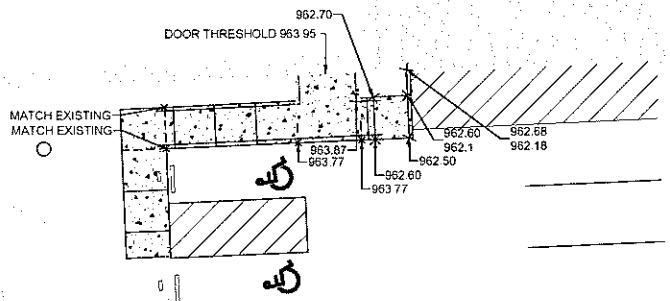


4717 ROE  
PARKWAY  
FFE 963.94



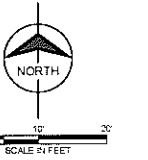
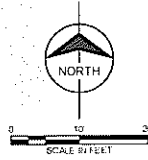
TOP OF LEDGE  
963.74

ENLARGEMENT B



5  
C-502

ENLARGEMENT A



EROSION AND SEDIMENT CONTROL NOTES & BEST MANAGEMENT PRACTICES

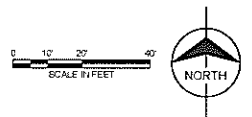
1. CONSTRUCTION ACTIVITY POLLUTION PREVENTION IS REQUIRED FOR THIS PROJECT. PREVENTION OF POLLUTION RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE ACCOMPLISHED BY CONTROLLING SOIL EROSION, WATERWAY SEDIMENTATION, AND AIRBORNE DUST GENERATION. CONTRACTOR SHALL ENSURE THAT NO SEDIMENT RESULTING FROM CONSTRUCTION ACTIVITIES INFRINGES ONTO ADJACENT PROPERTIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT EROSION AND SEDIMENTATION ARE CONTROLLED TO THE EXTENT PRACTICABLE. ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES. PRIOR TO INITIATING CONSTRUCTION IN AN AREA, ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE. UPON PROJECT COMPLETION ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED.
3. TEMPORARY EROSION CONTROL SHALL BE THE CONTRACTOR'S RESPONSIBILITY, WHO SHALL UTILIZE APPROPRIATE BEST MANAGEMENT PRACTICES (BMPs). THOSE BMPs SHALL CONSIST OF SILT FENCE, WATTLES OR OTHER MEANS TO CONTROL EROSION AS NEEDED.
4. CONTRACTOR SHALL PLACE SILT FENCE AS SHOWN PRIOR TO BEGINNING WORK. THE DEVICES SHALL BE PLACED DOWN-SLOPE OF DISTURBED AREAS WHERE SHEET EROSION WOULD OCCUR. SILT FENCE SHALL BE CLEANED AND REPAIRED WHEN SEDIMENT BUILDUP REACHES ONE-THIRD OF SILT FENCE HEIGHT. AFTER SIGNIFICANT RUNOFF EVENTS, THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL STRUCTURES FOR SILT BUILD-UP THAT INTERFERES WITH THE PERFORMANCE OF THE EROSION CONTROL STRUCTURE AND REPAIR OR REPLACE THOSE STRUCTURES, AS NECESSARY.
5. STRAW-BALE CHECK DAMS MAY BE PLACED IN DRAINAGE SWALES TO LIMIT THE AMOUNT OF SEDIMENT THAT TRAVELS DOWNSTREAM. STRAW BALES MAY BE USED AS INLET PROTECTION FOR STORM SEWER CATCH BASIN. THESE DEVICES MUST BE MAINTAINED AND THE SEDIMENT REMOVED BEHIND THE DEVICE ON A REGULAR BASIS TO REMAIN EFFECTIVE.
6. AFTER COMPLETION OF FINAL GRADING, THE DISTURBED AREAS SHALL BE REVEGETATED. ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SHALL BE REMOVED UPON PROJECT COMPLETION. TRAPPED SEDIMENT AND OTHER DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY CONTROL MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
7. ALL ON-SITE VEHICLES SHALL BE MONITORED FOR PETROLEUM LEAKS AND SHALL RECEIVE PROPER PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY-SEALED CONTAINERS THAT ARE CLEARLY LABELED. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY. WASTE OIL AND OTHER PETROLEUM PRODUCTS SHALL NOT BE DISCHARGED ONTO THE GROUND OR INTO WATER BODIES. PETROLEUM PRODUCTS USED ON-SITE SHALL BE APPLIED ACCORDING TO THE MANUFACTURER RECOMMENDATIONS.

GENERAL GRADING NOTES:

1. PROPOSED ELEVATIONS INDICATED ARE FOR TOP OF FINAL GRADE, PAVEMENT, OR STRUCTURE UNLESS INDICATED OTHERWISE.
2. ELEVATION DENOTED AS "MATCH" ARE INTENDED TO MEET EXISTING GRADE ELEVATIONS. CONTRACTOR SHALL VERIFY ELEVATIONS AT TIE-INS AND MATCH POINTS PRIOR TO BEGINNING CONSTRUCTION.
3. EXTERIOR FINISH GRADES AT BUILDING ENTRANCES AND DOORWAY THRESHOLDS SHALL BE MAXIMUM 0.25 INCHES BELOW BUILDING FINISH FLOOR IF A VERTICAL THRESHOLD IS PROVIDED, AND SHALL BE MAXIMUM 0.5 INCHES BELOW BUILDING FINISH FLOOR IF A BEVELED THRESHOLD IS PROVIDED, UNLESS INDICATED OTHERWISE.
4. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. ANY DRAINAGE FEATURE OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER SUBJECT TO THE APPROVAL OF THE OWNER REPRESENTATIVE.
5. SURFACES AROUND FACILITY SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND PAVEMENTS.
6. THE CONTRACTOR SHALL REMOVE STANDING WATER FROM THE PROJECT WORK LIMITS AS NECESSARY TO PROTECT SUBGRADE, SUBBASE, AND/OR BASE COURSE OF NEW PAVEMENT, SURROUNDING PAVEMENT-TO-REMAIN, OR OTHER COMPLETED WORKS.
7. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RE-VEGETATED IN ACCORDANCE WITH THE SEEDING SPECIFICATIONS.

LEGEND

- XXX.XX PROPOSED SPOT ELEVATION
- SILT FENCE



PRELIMINARY - NOT  
FOR CONSTRUCTION

| no. | date     | by  | ckd | description        |
|-----|----------|-----|-----|--------------------|
| 0   | 04/27/15 | CLB | BMS | DESIGN DEVELOPMENT |
|     |          |     |     |                    |
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**BURNS & MCDONNELL**  
9400 WARD PARKWAY  
KANSAS CITY, MO

date  
04/22/15

designed  
B. SWARTZ

detailed  
C. BARNES

checked  
J. KOCHTANEK

**fairway, ks**  
THE CITY OF TREES  
4717 ROE PARKWAY  
ROELAND PARK, KS 66205  
JOHNSON COUNTY

FAIRWAY PUBLIC WORKS RENOVATION  
SITE GRADING PLAN

project  
84310

contract  
CONTRACT

drawing  
CG100

rev.  
A

sheet of Author sheets  
file 84310CG100.DWG

## SALT DOME AGREEMENT AND ACCESS EASEMENT

THIS SALT DOME AGREEMENT AND ACCESS EASEMENT (the "Agreement") is entered into as of this 18 day of May, 2015 (the "Effective Date"), by and between the CITY OF ROELAND PARK, KANSAS, a Kansas municipal corporation ("Roeland Park"), having its principal place of business at 4600 West 51<sup>st</sup> Street, Roeland Park, Kansas 66205, and the CITY OF FAIRWAY, KANSAS, a Kansas municipal corporation ("Fairway"), having its principal place of business at 4210 Shawnee Mission Parkway, Suite 100, Fairway, Kansas 66205.

### WITNESSETH:

WHEREAS, Fairway is the owner of that certain real property located in the City of Roeland Park, Johnson County, Kansas and more particularly described on Exhibit A attached hereto and made a part hereof (the "Fairway Property");

WHEREAS, Fairway and Roeland Park desire to enter into this Agreement to provide for the construction, joint ownership and joint use and operation of a salt storage facility and related appurtenances (the "Salt Dome") on the Fairway Property, and the parties' rights and obligations in connection therewith, including without limitation an easement for access to the Salt Dome across the Fairway Property for the benefit of Roeland Park; and

WHEREAS, K.S.A. 12-2908 authorizes the parties to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained herein, each act performed hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

### ARTICLE 1.

#### CONSTRUCTION OF SALT DOME BY FAIRWAY

**Section 1.1 Construction of Salt Dome.** Fairway shall construct and develop the Salt Dome on the Fairway Property. The Salt Dome, and the construction and development thereof, shall be in accordance with Plans and Specifications (hereinafter defined), the terms of this Agreement, and the applicable permitting, zoning and other applicable requirements of Roeland Park. All construction shall be performed and completed in a diligent, good and workmanlike manner, in accordance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations. In the event commencement of construction of the Salt Dome has not occurred by \_\_\_\_\_ or substantial completion of the Salt Dome has not occurred by \_\_\_\_\_, Roeland Park may terminate this Agreement, and upon any such termination the parties shall have no rights or obligations with respect to the other party under this Agreement.

**Section 1.2 Cost of Construction and Development.** Fairway shall pay for the initial cost of construction and development of the Salt Dome. Within forty-five (45) days of the issuance of a certificate of substantial completion for the Salt Dome and the



delivery by Fairway to Roeland Park of the invoices and other supporting documentation evidencing the actual cost of construction of the Salt Dome reasonably required by Roeland Park, Roeland Park shall reimburse Fairway for fifty percent (50%) of the actual cost of construction of the Salt Dome.

**Section 1.3** **Plans.** Prior to commencement of construction of the Salt Dome, Fairway shall submit for Roeland Park's written approval the final plans and specifications for the Salt Dome (hereinafter, "Plans and Specifications"). Roeland Park's approval of the Plans and Specifications shall not be unreasonably withheld.

## **ARTICLE 2.** **OWNERSHIP OF THE SALT DOME**

The parties agree that upon completion of the Salt Dome to the reasonable satisfaction of the parties, title and ownership of the Salt Dome shall be held by Fairway and Roeland Park in equal fifty percent (50%) undivided shares as tenants in common during the term of this Agreement. Unless expressly otherwise agreed to by the parties, the title and ownership of the Salt Dome shall be and shall remain separate and apart from the title and ownership of the Fairway Property. Ownership of the Salt Dome upon the termination of this Agreement shall be determined in accordance with Article 10 of this Agreement.

## **ARTICLE 3.** **ACCESS AND SECURITY**

**Section 3.1** **Access Easement.** Fairway hereby grants and conveys to Roeland Park, its agents, employees, licensees and invitees, a non-exclusive easement across the Fairway Property for access to the Salt Dome, use of the Salt Dome and the Fairway Property in connection therewith (the "Access Easement"). The term of the Access Easement shall expire upon the latter of (1) the expiration of this Agreement or (2) the removal of the Salt Dome by Roeland Park.

**Section 3.2** **Hours of Access and Operation.** Both parties shall have unlimited and uninterrupted access to the Salt Dome and use thereof during the term of this Agreement.

**Section 3.3** **Security.** Fairway shall install a locked fence on the Fairway Property that surrounds the Salt Dome. Upon the installation of the fence, Fairway shall deliver three (3) sets of keys to the fence to Roeland Park.

## **ARTICLE 4.** **SALT STORAGE**

Fairway and Roeland Park shall each be responsible for purchasing and storing their own salt in the Salt Dome. A divider shall be installed within the Salt Dome to segregate the parties' salt.

## **ARTICLE 5.** **MAINTENANCE**

**Section 5.1 Warranty Period.** During the applicable warranty period following construction of the Salt Dome, Fairway shall be responsible, at no expense of Roeland Park, for maintaining the Salt Dome in in a good, clean and safe condition, appearance and repair.

**Section 5.2 Subsequent Maintenance.** After the expiration of the applicable warranty period for the Salt Dome and for the remaining term of this Agreement, Fairway and Roeland Park shall share evenly the cost of all maintenance and repair to the Salt Dome, which maintenance and repairs shall be subject to the mutual agreement of Fairway and Roeland Park.

## **ARTICLE 6.** **INSURANCE**

**Section 6.1 Fairway Insurance Requirements.** Fairway shall at all times maintain in full force and effect commercial general liability insurance with a financially responsible insurance company or companies with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years, written on an occurrence basis covering claims of Loss from products and completed operations, contractual liability, bodily injury including death, personal injury, and broad-form property damage arising out of incidents or accidents on the Fairway Property (including the consequential damages from any of the foregoing), with a combined single limit in an amount not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) per occurrence. Fairway shall also carry all risk property insurance coverage, including builder's risk insurance coverage, in an amount at least equal to the full replacement cost of the Salt Dome, without deduction for depreciation, insuring against all risks (subject to exclusion of certain risks customarily excluded from time to time in the so-called "all-risk" policy). Such insurance shall be carried with a financially responsible insurance company or companies authorized to do business in the State of Kansas with a Best rating of "A-VIII" (or the equivalent thereof) or better in each of the previous three (3) years. Roeland Park shall be named as an additional insured on each required insurance policy.

**Section 6.2 Certificate of Insurance.** Fairway shall, upon execution of this Agreement and thereafter upon request, furnish a certificate to Roeland Park, evidencing that the insurance referred to herein above is in full force and effect and that Roeland Park is named as an additional insured.

**Section 6.3 Waiver of Subrogation.** Each party hereby releases and waives for itself, and to the extent legally possible for it to do so on behalf of its insurer, the other party and its employees from any liability for any loss or damage to any or all property for which each is required in this Article 6 to obtain all risk property insurance coverage, including, without limitation, any resulting loss of rents or profit of releasing party, irrespective of any negligence on the part of the released party which may have contributed to or caused such loss or damage. Each party covenants that it will, if



generally available in the industry, obtain for the benefit of each such released party a waiver of any right of subrogation which the insurer of such party may acquire against such party by virtue of payment of any such loss covered by such insurance.

## **ARTICLE 7.** **LIMITATION OF LIABILITY**

The parties acknowledge that Fairway will use the Fairway Property for additional purposes besides the Salt Dome, including without limitation use as a public works facility. Notwithstanding anything to the contrary in this Agreement, Roeland Park shall not have any liability, duty or obligation with respect to the Salt Dome or Fairway Property except as expressly set forth in this Agreement. This Article 7 shall survive termination of this Agreement.

## **ARTICLE 8.** **CASUALTY, CONDEMNATION AND DAMAGE**

**Section 8.1 Casualty and Condemnation.** In the event of damage or destruction to the Salt Dome by reason of fire or other casualty or the loss of any part of the Salt Dome by reason of condemnation, and the Salt Dome can be restored to a usable state to the reasonable satisfaction of the parties, Fairway and Roeland Park shall share evenly the cost of restoration of the Salt Dome. In the event the Salt Dome cannot be restored to a usable state to the reasonable satisfaction of the parties following the event of such casualty or condemnation, Fairway and Roeland Park shall share evenly the cost of razing the Salt Dome, and upon the completion of such razing, this Agreement and the rights and obligations of the parties hereunder shall terminate.

**Section 8.2 Damage.** The parties shall share evenly the cost of any damage to the Salt Dome beyond normal wear and tear, including the equal sharing of any deductible for an insured event and the equal sharing of costs for any uninsured event; provided, however, that each party shall be solely responsible for damage caused by itself, its agents, employees, licensees and invitees. If either party causes damage to the Salt Dome, that party shall cause the Salt Dome to be repaired to substantially the same condition that existed immediately prior to the occurrence of the damage, to the reasonable satisfaction of the other party, as soon as practicable and in any event within thirty (30) days of the occurrence of the damage.

## **ARTICLE 9.** **ASSIGNMENT AND SUBLEASING**

Neither party may assign or sublet any rights under this Agreement to another party without the prior written approval of the other party. In the event Fairway conveys the Fairway Property, the disposition of the Salt Dome and the rights and obligations of the parties under this Agreement shall be determined in accordance with Article 10 of this Agreement.

## **ARTICLE 10.** **TERMINATION**

**Section 10.1 Termination by Either Party.** This Agreement may be terminated by either party at any time, for any reason or no reason whatsoever. In the event of a termination pursuant to this Section 10.1, the non-terminating party shall have the right of first option to purchase the terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. If the non-terminating party elects to not purchase the terminating party's interest in the Salt Dome, then the terminating party shall purchase the non-terminating party's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation. The terminating party shall pay any and all costs of removal of the Salt Dome from the Fairway Property.

- (a) In the event Roeland Park purchases Fairway's interest in the Salt Dome (whether as a terminating or non-terminating party), then Roeland Park shall remove the Salt Dome (and any salt currently stored therein) from the Fairway Property within sixty (60) days of the date of said purchase and this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property. Roeland Park shall make payment for Fairway's interest in the Salt Dome in accordance with Roeland Park's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome. Upon removal of the Salt Dome by Roeland Park, Roeland Park shall cause the Fairway Property to be restored to substantially the same condition as existed prior to the installation of the Salt Dome.
- (b) In the event Fairway purchases Roeland Park's interest in the Salt Dome (whether as a terminating or non-terminating party), then this Agreement, and all rights and interests of Roeland Park with respect to the Salt Dome, shall terminate upon the latter of (i) the date that is fifteen (15) days after the date Roeland Park receives written notice of Fairway's election to purchase Roeland Park's interest in the Salt Dome and (ii) the date Roeland Park receives payment for its interest in the Salt Dome. Fairway shall make payment for Roeland Park's interest in the Salt Dome in accordance with Fairway's next budget cycle. Roeland Park may elect to either (1) remove any of its salt then stored in the Salt Dome, or (2) receive reimbursement from Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Roeland Park then stored in the Salt Dome.

**Section 10.2 Termination Upon Conveyance of Fairway Property or Other Interested Party.** In the event that the Fairway Property is conveyed by Fairway (including without limitation conveyances as a result of a sale, foreclosure, or any other conveyance of any interest of Fairway in and to the Fairway Property) or the rights and interests of Roeland Park in and to the Salt Dome and/or under this Agreement are challenged by any other party with an interest in the Fairway Property, then Roeland Park



may terminate this Agreement. In the event of termination under this Section 10.2, Roeland Park may (i) purchase Fairway's interest in the Salt Dome for an amount equal to one-half (1/2) of the actual cost of construction of the Salt Dome less accumulated depreciation and less the cost of removal of the Salt Dome and then remove the Salt Dome (and any salt currently stored therein) from the Fairway Property within sixty (60) days of the date of said purchase, in which event this Agreement, and all rights and interests of Fairway with respect to the Salt Dome, shall terminate upon completion of removal of the Salt Dome from the Fairway Property; or (ii) waive its rights and interests in and to the Salt Dome and collect reimbursement from Fairway for its interest in the Salt Dome in an amount equal to one-half (1/2) of the actual construction costs of the Salt Dome less accumulated depreciation. Roeland Park and Fairway shall make payments due under this Section 10.2 in accordance with the payor's next budget cycle. Roeland Park shall reimburse Fairway, in a mutually agreed upon amount, for the cost of any salt purchased by Fairway then stored in the Salt Dome. Upon removal of the Salt Dome by Roeland Park, Roeland Park shall cause the Fairway Property to be restored to substantially the same condition as existed prior to the installation of the Salt Dome.

The rights of Roeland Park to remove the Salt Dome and the payment rights and obligations of the parties under this Article 10 shall survive termination of this Agreement.

## **ARTICLE 11.**

### **REMEDIES**

**Section 11.1 Default.** In the event that one of the parties (the "Defaulting Party") either (i) fails to pay the other party (the "Non-Defaulting Party") when due any amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement or (ii) shall otherwise fail to perform any of the Defaulting Party's covenants, agreements or obligations hereunder within twenty (20) days after written notice thereof by the Non-Defaulting Party to the Defaulting Party (or such longer period of time as may be required so long as the Defaulting Party commences to cure within such twenty (20) day period and thereafter diligently pursues such cure to completion), the Non-Defaulting Party shall have all rights, privileges and remedies to enforce said collection or performance as shall be provided or permitted herein, by law or in equity from time to time.

**Section 11.2 Remedies Cumulative.** All rights, privileges and remedies afforded either party by this Agreement shall be deemed cumulative, and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, remedy or privilege set forth herein. This Article 11 shall survive termination of this Agreement.

## **ARTICLE 12.**

### **NOTICES**

All notices or communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and



shall be delivered by U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service:

If to Fairway: City of Fairway, Kansas  
Attn: City Administrator  
4210 Shawnee Mission Parkway, Suite 100  
Fairway, Kansas 66205

If to Roeland Park: City of Roeland Park, Kansas  
Attn: City Administrator  
4600 West 51<sup>st</sup> Street  
Roeland Park, Kansas 66205

Notices shall be effective (i) three (3) days after deposit in the U.S. mail if delivered by certified mail or (ii) on the next business day if sent by overnight delivery service. The parties may change their notice addresses from time to time upon written notice to the other.

### **ARTICLE 13.**

#### **MISCELLANEOUS**

**Section 13.1 Governing Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Kansas.

**Section 13.2 Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement (and the application thereof) shall be legal, valid and enforceable to the fullest extent permitted by law.

**Section 13.3 Gender and Number.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context requires otherwise.

**Section 13.4 Section Headings.** The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

**Section 13.5 Counterparts.** This Agreement may be executed and acknowledged in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed and acknowledged at least one (1) original, such copies together will constitute a fully executed and binding Agreement.

**Section 13.6 Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior discussions, understandings or agreements (written or oral) between the parties respecting the within subject matter.

**Section 13.7 Amendment.** This Agreement shall not be amended or modified unless such amendment is set forth in writing and executed by the parties.

**Section 13.8 Attorneys' Fees.** If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then, as between the parties, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees, para-professional fees and court costs to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees or para-professional fees.

**Section 13.9 Binding Effect.** The terms and conditions hereof shall be binding upon and inure to the benefit of the parties and their successors and assigns.

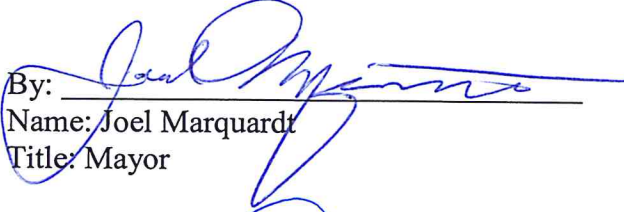
**Section 13.10 Waivers.** No act, delay or omission by either party in exercising any right or enforcing against the other any term or provision of this Agreement shall impair any such right or be construed or deemed to be a waiver of the same or any other such term or provision. A waiver by either party of any breach of the terms and provisions of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other terms and provisions herein contained.

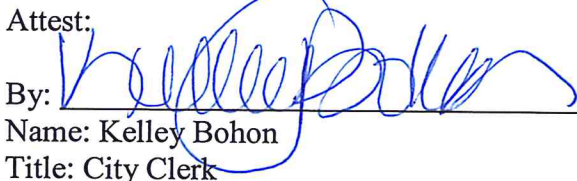
**Section 13.11 Time is of the Essence.** Time is of the essence in this Agreement.

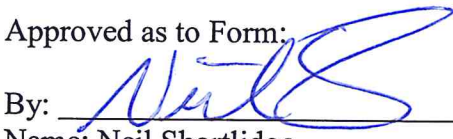
[Remainder of page intentionally left blank.]

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

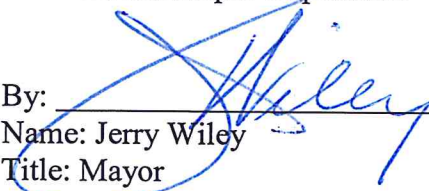
CITY OF ROELAND PARK, KANSAS,  
a Kansas municipal corporation

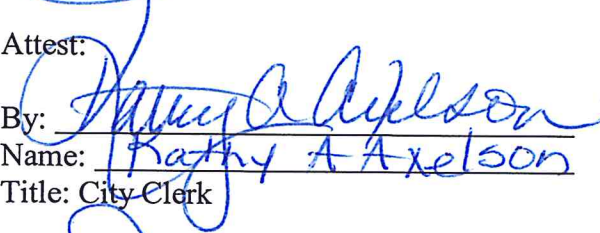
By:   
Name: Joel Marquardt  
Title: Mayor

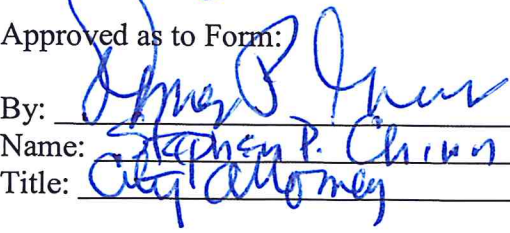
Attest:  
By:   
Name: Kelley Bohon  
Title: City Clerk

Approved as to Form:  
By:   
Name: Neil Shortlidge  
Title: City Attorney

CITY OF FAIRWAY, KANSAS,  
a Kansas municipal corporation

By:   
Name: Jerry Wiley  
Title: Mayor

Attest:  
By:   
Name: Kathy A. Axelsson  
Title: City Clerk

Approved as to Form:  
By:   
Name: Stephen P. Chien  
Title: City Attorney



ACKNOWLEDGMENT

STATE OF KANSAS )

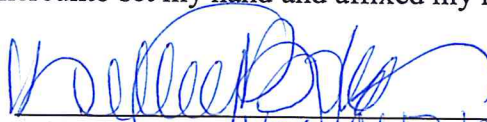
COUNTY OF JOHNSON )

)  
) SS.  
)

KELLEY BOHON  
Notary Public State of Kansas  
My Appt. Expires 4/16/17

On this 20 day of May, 2015, before me, the undersigned, a Notary Public, appeared Joel Marquardt, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF ROELAND PARK, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

  
Printed Name: Kelley Bohon

My commission expires: 4/16/17

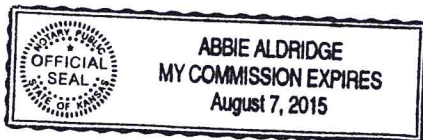
STATE OF KANSAS )

COUNTY OF JOHNSON )

)  
) SS.  
)

On this 29 day of May, 2015, before me, the undersigned, a Notary Public, appeared Jerry Wiley, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF FAIRWAY, KANSAS**, a Kansas municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



  
Printed Name: Abbie Aldridge

My commission expires: August 7, 2015

## EXHIBIT A

### DESCRIPTION OF THE FAIRWAY PROPERTY

A tract of land in the Northeast Quarter and the Northwest Quarter of Section 4, Township 12, Range 25, Roeland Park, Johnson County, Kansas, being bounded and described as follows: Beginning at the Northwest corner of said Northeast Quarter; thence South 89 degrees 14 minutes 14 seconds East, along the North line of said Northeast Quarter, 53.10 feet to a point on the Westerly Right-of-Way line of Roe Lane, as now established; thence South 21 degrees 31 minutes 42 seconds East, along said Westerly Right-of-Way line, 450.84 feet (by deed 450.79 feet); thence South 09 degrees 11 minutes 42 seconds East, along said Westerly Right-of-Way line, 136.94 feet; thence South 80 degrees 36 minutes 00 seconds West, 163.97 feet to a point on the Northerly line of a tract dedicated for public street, storm drainage, and utilities and recorded in Book 1742 at Page 470 in the Johnson County Recorder's Office; thence North 71 degrees 21 minutes 12 seconds West, along said Northerly line, 20.78 feet; thence Northwesterly, along said Northerly line, on a curve to the right, tangent to the last described course, having a radius of 87.40 feet, an arc distance of 48.74 feet; thence North 39 degrees 24 minutes 00 seconds West, along said Northerly line, tangent to the last described course, 88.95 feet; thence Northwesterly, along said Northerly line, on a curve to the left, tangent to the last described course, having a radius of 125.00 feet, an arc distance of 75.88 feet; thence North 00 degrees 30 minutes 00 seconds East, 439.28 feet to a point on the North line of said Northwest Quarter; thence South 89 degrees 30 minutes 00 seconds East, along the North line of said Northwest Quarter, 95.80 feet to the Point of Beginning.

Item Number: DISCUSSION ITEMS- II.-3.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

Action Item Summary

---

Date: 12/1/2016  
Submitted By: Jose Leon, Director of Public Works  
Committee/Department: Public Works  
Title: **Mowing Contract Extension (est. time 5 min.)**  
Item Type: Agreement

### Recommendation:

**Staff recommends Council approve the extension of the Building, Park, & Traffic Island Lawn Mowing agreement with Next To Nature for the year 2017.**

### Details:

Staff has discussed the extension of the agreement with mowing contractor Next to Nature. The contractor has agreed to keep rates the same for the year 2017. In doing so, Staff believes this agreement provides a larger cost savings to the City. As well, contracting out this service allows for Public Works to perform a variety of landscape and street maintenance efforts as we would not have the man-power to perform if the City decided to have Public Works begin mowing operations again.

In 2016, the City spent \$27,069.00 for a total of 20 mowings.

How does item relate to Strategic Plan?

Goal 5 - Promote recreational opportunities through enhanced green space, facilities and communication.

How does item benefit Community for all Ages?

Green Space preservation provides a safe and healthy environment for the whole community.

### Additional Information

The contractor will continue to string trim City Hall, Sweaney Park, and Carpenter Park each time these locations are mowed. In 2017, staff has added the Community Center as a location to be string trimmed each time it is mowed.

#### ATTACHMENTS:

| Description                | Type            |
|----------------------------|-----------------|
| ☐ Next to Nature Agreement | Backup Material |
| ☐ City Mowing Map          | Backup Material |

**Project Manual  
For Building, Park, & Traffic Island Lawn Mowing**

**2017**



**Department of Public Works  
City of Roeland Park, Kansas  
4600 W. 51<sup>st</sup> Street  
Roeland Park, Kansas 66205  
(913) 722-2600**



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CITY OF ROELAND PARK, KANSAS  
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING  
**NOTICE TO BIDDERS**

Sealed bids shall be received by the City of Roeland Park, Kansas, at the office of the City Clerk until 10:00 A.M., Central Legal Time on Friday, February 26th, 2016 for the maintenance mowing, complete, of the Building, Park, & Traffic Island Lawn Mowing, said work to include: Mowing, Trimming, Edging and Litter Removal.

All bids shall be submitted in sealed envelopes addressed to the City of Roeland Park, Kansas, and shall be clearly marked "BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING". At the above stated time and place, all bids shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the Contract Documents are on file at: the City Clerks Office, 4600 W. 51<sup>st</sup> Street, Roeland Park, Kansas 66205.

Each bidder shall file with their bid proposal a cashier's check, certified check, or bid proposal bond, drawn on an acceptable bank in an amount of five percent (5%) of the total amount of the bid.

Nonresident corporations that are not already registered with the Kansas Secretary of State, and all nonresident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee of Ten Dollars (\$10.00) for each and every contract, as a precedent to commencing work on the contract. For contracts in excess of Ten Thousand Dollars (\$10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond in amount of ten percent (10%) of the contract.

No bid may be withdrawn within a period of thirty (30) calendar days from and after the date fixed for opening bids.

The Owner reserves the right to reject any or all bids, and to waive any informalities or irregularities therein.

In accordance with various Federal and State civil rights legislation, the City of Roeland Park does not discriminate against individuals regardless of race, ethnicity, color, religion, gender, national origin, age, marital status, medical condition or disability.

---

Kelley Bohon, City Clerk

## INSTRUCTIONS TO BIDDERS

### IB-1 PROPOSALS

All proposals must be made on the forms provided in this bound copy of the Contract Documents. All proposals must be legibly written in ink. No alterations in proposals or in printed forms therefore by erasures, deletions or interpolations will be accepted unless each alteration is signed or initiated by the Bidder; if initialed, the Owner may require the Bidder to identify the alteration so initialed. No erasures, interpolations or other physical changes shall be made by anyone in any bid, after its submission by the Bidder. **Each proposal submitted shall be enclosed in a sealed envelope, plainly marked "Building, Park, & Traffic Island Lawn Mowing"**. In checking proposals, all unit prices shall govern, and any error in item totals shall be corrected to reflect the unit price proposed.

### IB-2 PROPOSAL GUARANTEE

Each proposal shall, as a guarantee of good faith on the part of the Bidder, be accompanied by either a cashier's check, certified check or bid bond drawn on a Company meeting the criteria established in IB-13(a) in an amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without condition to

The City of Roeland Park, Kansas

Herein referred to as the Owner, and the amount of the check may be retained by and forfeited to said Owner as liquidated damages if such proposal is accepted and the contract is awarded, and the Bidder fails to enter into a contract in the form prescribed, within ten (10) days after such award is made by the Owner.

### IB-3 SIGNATURES OF BIDDERS

Each Bidder shall sign its bid proposal, using its usual signature and giving its full business address. Bid proposals by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signatures and designation of the person signing. Bid proposals by corporations shall be signed by the president, secretary or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid proposal by a person who affixes to its signature the word "president", "secretary", "agent" or other designation without disclosing its principal may be held to be the bid proposal of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation would be furnished.

Each Bidder, by submitting its Bid Proposal, represents that:

- a. Bidder has read and understands the Bidding Documents, acknowledges that the documents are of sufficient detail and scope to understand the terms and conditions for performance, and its Bid Proposal is made in accordance therewith;
- b. Bidder has familiarized itself with Federal, State and local laws, ordinances, rules and regulations which may in any manner affect cost, progress and the complete and timely performance of all work required by these instructions, documents and specifications [the "Work"];c. Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed, has reviewed all public reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed Contract Documents;



d. Bidder's Bid Proposal is based upon the materials, systems and equipment required by the Bidding Documents, without exception.

#### **IB-4 QUALIFICATIONS OF BIDDERS**

In determining the lowest responsible bidder, the following elements will be considered: Whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the Work properly and expeditiously; (c) has suitable financial status to meet obligations incidental to the Work; (d) has appropriate technical experience; and has performed satisfactorily.

Each Bidder may be required to show that former work performed by the bidder has been handled in such manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if the bidder is engaged on any other work which impairs its ability to finance this contract or provide proper equipment for the proper execution of same. Each Bidder shall demonstrate its ability by meeting all requirements herein stipulated if asked for them.

#### **IB-5 LOCAL CONDITIONS AFFECTING WORK**

Each Bidder shall visit the site of the Work and thoroughly and fully inform itself relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the Work and the cost thereof, including the availability and cost of labor and available facilities for transportation, handling and storage of materials and equipment. The Contractor shall inform itself of natural hazards, drainage, runoff, structure locations and other special features of the Work. It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every bid proposal submitted as there will be no subsequent financial adjustment to any contract awarded there under, which is based on the lack of such prior information or its effect on the cost of the Work.

#### **IB-6 TAXES**

It is the intention of the Owner to secure an Exemption Certificate for this project permitting the Contractor to purchase materials without payment of the sales or compensating tax. All Bidders shall make allowance for this exemption and shall prepare their bid proposals to reflect the exemption from sales or compensating taxes. Two copies of State of Kansas Project Completion Certification (Form STD-77) will be furnished to City by the Kansas Department of Revenue upon issuance of a tax exemption number. Two copies of the Project Completion Certification will be forwarded to Contractor and must be signed and returned to City upon completion of the project. City will forward one (1) copy of the Project Completion Certification to the Kansas Department of Revenue and retain one copy. All invoices must be retained by Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment may be held by City until City has received the two Project Completion Certifications from Contractor along with a Consent.

#### **IB-7 INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating submitting a bid proposal for the proposed Contract is in doubt as to the true meaning of any part of Plans, Specifications, Bid Proposal, Contract Documents, they may submit to the Architect/Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bid proposals.



#### **IB-8 TIME OF COMPLETION**

It will be necessary that the Bidder satisfy the Owner of its ability to complete the work on a weekly basis in a first class and workmanlike manner.

The attention of the Bidder is called to the provisions of the General Conditions relative to Time Schedules, Time to Complete Work, and Failure to Maintain Mowing Schedule.

#### **IB-9 WITHDRAWAL OF BID**

Bid proposals may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901 (1995 Supp.), et seq., and as may be amended. Subject to that statute, no bidder may withdraw its bid proposal for a period of thirty (30) calendar days after the date and hour set for the opening herewith. A bidder may withdraw its bid proposal at any time prior to the expiration of the period during which bid proposals may be submitted by written request of the bidder, such request must be signed in the same manner and by the same person who signed the bid proposal.

#### **IB-10 ACCEPTANCE AND REJECTION OF BIDS**

The Owner reserves the right to accept the bid proposal which, in its judgment, is the best bid proposal on and for the Work covered by the bid proposal, to award the Work or to reject any or all bid proposals and to waive irregularities and informalities in any bid proposal submitted.

Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, when letting contracts for Bid Proposals, City must require any Bidder domiciled outside the State of Kansas to submit a Bid Proposal the same per cent less than the lowest Bid Proposal submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidder domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bid Proposals are received on this condition, and if it is determined by City that the apparent lowest responsible Bidder is a foreign domiciled Bidder, such Bidder shall be considered the successful Bidder only if such Bidder's Bid Proposal complies with this state law requirement and the Bid Proposal is found to be in the best interest of City.

All Bidders domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Bidding statutes and the applicable per cent received by in-state Bidders from the state in which the contract is located.

#### **IB-11 BID ALTERNATES**

Bid alternates submitted by the contractor during the bidding period maybe accepted by the City as long as City notifies contractor within sixty (60) days of contract date and the proposal does not alter the ranking of the bidder.

#### **IB-12 RETURN OF PROPOSAL GUARANTEE**

The proposal guarantee deposit of the Bidder will be returned when and in case it's proposal is rejected. The proposal guarantee deposit of the Bidder to whom a contract award is made will be returned, provided and when said successful Bidder executes a contract and files a satisfactory bond as hereinafter stipulated. The proposal guarantee deposit of the next lowest responsible Bidder may be retained for a period of not to exceed 15 days pending the execution of the contract and bond by the successful Bidder.

#### **IB-13 BONDS**

The Contractor to whom the Work is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one hundred percent (100%) of the amount of the Contract so awarded in each case.

The bond shall be executed on the form attached hereto, signed by a Surety Company authorized to do business in the State of Kansas, and acceptable as Surety to the Owner. With the bond there shall be filed with the owner one copy of "Power of Attorney" certified to include the date of the bond.

**IB-14. INSURANCE:**

**(a) General –**

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance on an occurrence basis of the types and amounts as required herein. Contractor shall provide certificate(s) of insurance and renewals thereof naming the City as an additional insured as specifically required herein. The City shall be notified by direct notice from the insurer not less than sixty (60) calendar days prior to material modification or cancellation of any policy listed on the Certificate(s).

1. A.M. Best Company Ratings of A-X or better or as otherwise approved by the City required for acceptable Insurance Carriers.

2. The Insurance Company shall be Licensed to do business in the State of Kansas.

**(b) Notice of reduction of policy limits as a result of claim(s)-**

Prior to the signing of this contract the Contractor shall advise the City Treasurer in writing of any outstanding claim(s) which have or might substantially (\$10,000 or more) reduce the aggregate limit of the Liability policies pertinent to the Contract.

The Contractor shall promptly notify the City's Treasurer, upon receipt of notice of any claim in connection with the Contract, or any other contract in which the Contractor may be involved providing full details of the claim, including an estimate of the loss or liability.

The Contractor shall promptly notify the City's Treasurer of any reduction in limits (exceeding \$10,000.00) of protection afforded under any policy listed in the Certificate(s), or otherwise required by the Contract Documents, whether or not such impairment came about as a result of this Contract.

In the event the City's Treasurer shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City's Treasurer shall determine such limits inadequate (for the protection for the City) to allow the completion of the contract, the Contractor shall, upon notice from the City's Treasurer, promptly arrange for reinstatement of the original limits of liability required hereunder and shall furnish the City's Treasurer with evidence thereof.

**(c) Insurance required-**

The Contractor shall name the City as an additional insured in the amount of \$500,000 for all claims determined to be subject to the Kansas Tort Claims Act. The Contractor shall name the City as an additional insured for all other claims in the following amounts:

**(1) General Liability**

**COVERAGE**

**LIMITS**

A) Bodily Injury & Property

\$1,000,000 any one occurrence subject

Damage Liability

to the Products/Completed

Operations and General

Aggregate Limits

B) Personal and Advertising

\$1,000,000 any one person or organization



Injury Liability

subject to the General Aggregate

Limits of Liability

C) Aggregate Limits of Liability

\$2,000,000 Products/Completed

Operations Aggregate

\$2,000,000 General Aggregate (other than

Products Completed Operations)

Policy must include the following conditions: (1) Broad Form Contractual/Contractually Assumed Liability, (2) Explosion Collapse and Underground, and (3) Independent Contractors.

(2) Automobile Liability-

The policy must pay all sums the Contractor must legally pay as damages because of Bodily injury or Property Damage claims arising from the ownership, maintenance or use of all owned, hired and/or non-owned vehicles.

A) Liability \$1,000,000

B) Uninsured Motorist Coverage \$1,000,000

(3) Umbrella or Excess Liability

Liability \$2,000,000

(4) Worker's Compensation and Employer's Liability-

This insurance shall protect the Contractor against all claims under the Worker's Compensation laws of the states of Kansas. The Contractor shall also be protected against claims for Bodily Injury or Disease or Death which, for any reason, may not fall within the provisions of a Workers Compensation Law. The policy shall include coverage for all states. Endorsement.

A) Liability

Statutory

B) Employers Liability

Bodily Injury by Accident \$500,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$500,000 each employee

(d) Subcontractor's Insurance-

If a part of the Contract is to be sublet, the Contractor shall either:

- (1) Cover all subcontractors in its insurance policies, or
- (2) Require each subcontractor not so covered to secure insurance which will protect the subcontractor, the Contractor and the City of Roeland Park against all applicable perils or risks of loss and in the minimum amounts as outlined herein.
- (3) Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including legal costs such as attorney's fees, and other costs arising out of the acts or omissions of its subcontractors.

### **IB-15 NONDISCRIMINATION**

During the performance of this contract or any subcontract resulting there from, the Contractor, all subcontractors and vendors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work done under this contract because of race, religion, color, sex, national origin or ancestry. In all solicitations or advertisements for employees the Contractor, all subcontractors and vendors shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the State Civil Rights Commission.

If the Contractor, a subcontractor or vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the State Civil Rights Commission which has become final, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

### **IB-16 PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT**

The Contractor, all subcontractors and vendors shall observe the provisions of the Americans with Disabilities Act, Public Law 101-330, and shall not discriminate against individuals with disabilities in the terms and conditions of employment or in the provision of public accommodations or services. If the Contractor, a subcontractor or vendor is found guilty of a violation of the Americans with Disabilities Act, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

### **IB-17 SUBCONTRACTORS**

Contractor may utilize the services of subcontractors on those parts of the Work, which, under normal contracting practices, are performed by subcontractors.

City may require the apparent successful Bidder and any other Bidder, prior to the Notice of Award, to submit a list of subcontractors. In any event, within seven (7) calendar days after Notice of Award and prior to commencing operations, the successful Bidder shall submit to City a list of the names of all subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

City shall notify the successful Bidder, in writing, if City, after due investigation, has reasonable objections to any subcontractor on such list, and the successful Bidder shall substitute a subcontractor acceptable to City. If the successful Bidder refuses to submit the name of an acceptable subcontractor City can refuse to award the contract and the Bid Proposal security will be forfeited, or if services have begun, such failure will be grounds to terminate the contract. The successful Bidder/Contractor shall not make any substitution for any subcontractor who has been accepted by City unless City approves the substitution in writing.

### **IB-18 IDEMNIFICATION**

Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments arising out of Contractor's or any of its agents', servants', employees', or subcontractors' negligent acts, and for failure to act in the performance of this Agreement. Neither acceptance of the completed Services nor payment therefore shall release Contractor of its obligation under this paragraph.



## **GENERAL CONDITIONS**

### **GC-1 PURPOSE & PROPERTY LOCATIONS.**

Contractor shall complete lawn mowing, trimming, edging and litter clean up at traffic island medians, right-of-ways and other properties within the City of Roeland Park, Kansas in accordance with these General Conditions for each of the following properties:

1. **Roeland Park City Hall**  
4600 W 51<sup>st</sup> Street (Map Included in Packet)
2. **Nall Park**  
4700 Nall Avenue (Map Included in Packet)
3. **Roeland Park Community Center**  
4850 Rosewood Dr. (Map Included in Packet)
4. **North Roe Blvd Right of Way Green Space**  
Roe Blvd, north of 48<sup>th</sup> Street (Map Included in Packet)
5. **4800 Roe Parkway Right of Way Green**  
4800 Roe Parkway (Map Included in Packet)
6. **Right of Way Green Space**  
Southwest and northeast corners of 48<sup>th</sup> Street & Roe Lane (Map Included in Packet)
7. **Right of Way Green Space**  
Corner of Southridge & Roe Lane (Map Included in Packet)
8. **Right of Way Green Space**  
Southeast corner of Roe Blvd & Roe Lane
9. **Roe Blvd Traffic Island Median**  
Roe Blvd, between Sycamore Drive & 57<sup>th</sup> Street (Map Included in Packet)
10. **R Park**  
5535 Juniper (Map Included in Packet)
11. **Cooper Creek Park**  
Roeland Drive & Johnson Drive (Map Included in Packet)
12. **Green Space Public Property**  
Northeast corner of Roe Blvd & Johnson Drive (Map Included in Packet)
13. **Carpenter Park**  
Southwest corner of Sycamore Drive & Cedar Street (Map Included in Packet)
14. **Juniper Park**  
Community Garden on Juniper Street, between Alder and Rosewood (Map Included in Packet)
15. **Granada Park**

5150 Granada Street (Map Included in Packet)

**16. Sweaney Park**

Intersection of Well Drive & Neosho Lane (Map Included in Packet)

**17. Right of Way Green Space**

Northwest corner of 52<sup>nd</sup> Place & Neosho (Map Included in Packet)

**18. Fairway Indian Mission Property**

5403 W. 53<sup>rd</sup> Street (Map Included in Packet)

**19. Island A**

Intersection of Nall Avenue & 55<sup>th</sup> Street (Map Included in Packet)

**20. Island B**

Infront of 5517 Roeland Drive (Map Included in Packet)

**21. Island C**

Infront of 4701 W 57<sup>th</sup> Street (Map Included in Packet)

**22. Island D**

Intersection of Roe Blvd & 57<sup>th</sup> Street (Map Included in Packet)

**23. Island E**

Intersection of Roe Blvd & Rosewood Drive (Map Included in Packet)

**24. Island F**

Intersection of Sherwood Drive & Linden Street (Map Included in Packet)

**25. Island G**

Intersection of Reinhardt Drive & Pawnee Drive (Map Included in Packet)

**26. Island H**

Infront of 3629 W 50<sup>th</sup> Terrace (Map Included in Packet)

**27. Island I**

Infront of 3501 W 47<sup>th</sup> Terrace (Map Included in Packet)

**Note to Bidders:** Bidders are urged to view the sites and clarify any questions with the Jose Leon, Director of Public Works at (913) 722-2600.

**GC-2 MOWING AND TRIMMING AND LITTER REMOVAL.**

Contractor shall mow all turf areas once the grass has reached 7" in height. **Roeland Park City Hall, Carpenter Park, and Sweaney Park shall be trimmed every time the grass is cut.** All other locations shall be trimmed every other mowing occurrence. All trimming shall be accomplished maintaining the 3 ½" cutting height. Contractor shall remove all trash and litter from each area prior to mowing, **including landscape and shrub beds.** All turf shall be cut to a height of three and one-half (3 ½") inches. **Curbs will be edged,** so that turf is vertically parallel with the back of curb and/or sidewalk. Each mowing will



include litter pickup and disposal, and trim work around all park structures, trees, poles, tables, signs, fences, and shrub / flowerbeds. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways, trails or adjacent properties. Any material so discharged shall be removed prior to leaving the site. Turf shall be cut in a professional manner as not to scalp the grass or leave areas of uncut grass. Care shall be taken trimming around tree trunks. Trees and landscaping and materials damaged by string trimmers and/or mowers will be replaced by the City at the contractor's expense.

**EQUIPMENT:** Contractor shall use a rear, side or no discharge mower with adequate guarding to prevent propulsion of foreign objects is required. Mowers and equipment are to be equipped with turf type tires. No cleated tires will be allowed. Mowers shall be of an appropriate size for the area being mown. Blades will be sharp as to give a fine, clean cut. Equipment must be operated at a safe speed that allows for an optimal cut.

**Safety:** Adequate flashing lights must be used on trucks, trailers, and should be used on mowers. Safety vests or orange/red shirts must be worn at all times. Any interruption of the normal flow of traffic must be done in accordance with the **Manual for Uniform Traffic Control Devices**.

### **GC-3 MOWING FREQUENCY**

The 2017 mowing schedule will begin on April 3<sup>rd</sup>, 2017 with an anticipated mowing season ending on October 3<sup>rd</sup>, 2017. Grass shall be cut once the height of grass meets or exceeds 7" in height. A cutting may be suspended, by the Director of Public Works or his designee, due to existing weather conditions. Examples would include: periods of heavy rain, or extended drought conditions such that mowing is not required.

### **GC-4 DEFINITIONS**

**Median:** The area in the center of the street may also be referred to as an island.

**Right-of-Way:** The area to the side of the street, extending from the curb to one (1) foot beyond the side walk.

**Trimming:** The cutting or removal of all vegetation adjacent to signs, light poles, trees, etc., or in areas a trim mower can not cut, to produce a neat finished result.

**Litter:** All litter, cigarette package size and larger, shall be removed and not moved to a non-mowable area of the median or Right-of-Way. All foreign debris shall also be removed (e.g. glass, metal, rock or asphalt).

**Inclement Weather:** A condition in which the operation of mowing equipment would leave ruts or excessive amounts of grass clippings on the turf causing an unsightly appearance.

**City Representative:** The Director of Public Works or his/her designated agent shall be the person monitoring work being done and shall be responsible for monitoring the performance of this agreement.

### **GC-5 SCHEDULES**

**Time to Complete Work:** The Contractor shall begin work and proceed with all reasonable dispatch to completion. Work within an area must be completed within consecutive days. **No mowing will be permitted between 8 P.M. to 8 A.M. Monday through Saturday. Sunday work will only be permitted between 9 A.M. to 3 P.M.**

**Failure to Maintain Mowing Schedule:** Failure on the part of the Contractor to maintain an area according to these specifications shall be sufficient reason for the Director of Public Works to have the

work in question or portions thereof completed by others. If work is completed by others, any additional cost caused by a higher bid price will be charged to the original Contractor and shall be deducted from any payments due the Contractor. Such failure shall also be grounds for termination of this Contract as authorized in section GC-6 of this Contract.

**Agreement Duration:** This agreement shall remain in force until November 1, 2017, unless terminated sooner through mutual agreement between the Contractor and the City.

**Agreement Extension:** This agreement is renewable for future mowing seasons provided Contractor renews bonds and insurance certificates and contract cost remain the same. Any such renewal shall be in writing and signed by the parties hereto.

#### **GC-6 PAYMENTS**

Payments shall be made to the Contractor monthly based on the work done and approved by the Director of Public Works or representative. At the end of every month, the Contractor shall submit an invoice to the City accompanied with the appropriate Site Mowing Form (attached hereto as Exhibit)

**Under no circumstances will an invoice be paid without accompanying documentation.**

#### **GC-7 RIGHT OF THE CITY TO TERMINATE CONTRACT**

If the Contractor is adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the performance of the work under this Contract is being unnecessarily delayed or the quality of which is not meeting the expectations of the City, or that the Contractor is violating any of the conditions or covenants of this contract; then the City may serve written notice upon the Contractor, stating that the contract will terminate within fourteen days unless an arrangement, satisfactory to the City, is made for the continuance of the work by the Contractor within said fourteen days that permits the Contractor to continue work. If the Contractor and City do not agree for the Contractor to continue the work, at the expiration of fourteen days from the date of said notice of termination, the City may take over and complete the work, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor shall be liable to the City for any and all excess cost sustained by the City by reason of such completion. City may terminate this Agreement at any time, with or without cause, after 30 days written notice.



PROPOSAL  
CITY OF ROELAND PARK, KANSAS  
BUILDING, PARK, & TRAFFIC ISLAND MOWING

To the  
City of Roeland Park, Kansas

THE UNDERSIGNED BIDDER, having examined Vicinity Maps, Specifications, Regulations of the Contract, General Conditions and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character, and condition of existing streets, roads, pavements, surfacings, walks, driveways, curbs, gutters, trees, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature of the excavations to be made, and the type, character and general condition of materials to be excavated; (e) the necessary handling and rehandling of excavated materials; (f) the location and extent of necessary or probable dewatering requirements; (g) the difficulties and hazards to the work which might be caused by storm and floodwater; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (I) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the drawings, specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that it will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, plus or minus any special payments and adjustments provided in the Specifications, and it understands that the estimated quantities herein given are not guaranteed to be the exact or total quantities required for the completion of the work shown on the drawings and described in the specifications, and that increases or decreases may be made over or under the Contract estimated quantities to provide for need that are determined during progress of the work and that prices bid shall apply to such increased or decreased quantities as follows:

TIME OF COMPLETION

The undersigned hereby agrees to complete the project subject to the stipulations of the Regulations of the Contract and the General Conditions.

It is understood and agreed that if this proposal is accepted, the prices quoted above include all applicable state sales taxes and that said taxes shall be paid by the Contractor.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the Proposal as principal is or are named herein and that no other person or firms than herein mentioned have any interest in the Proposal or in the Contract to be entered into; and this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should it fail to execute the Contract or furnish Bond as called for in the Specifications within the time provided.

If written notice of the acceptance of this bid is mailed, or telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivery of such notice, execute and deliver a Contract in the form of contract attached.

The undersigned designates as the office to which such notice of acceptance may be mailed, telegraphed or delivered:

It is understood and agreed that this bid may be withdrawn at any time prior to the schedule time for the opening of bids or any authorized postponement thereof.

Attached hereto is a Bid Bond for the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, made payable to the City of Roeland Park, Kansas.

Signature of Bidder:

If an individual: \_\_\_\_\_, doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_, by \_\_\_\_\_, member of firm

If a Corporation: \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_ SEAL

Business Address of Bidder \_\_\_\_\_

---

If Bidder is a corporation, supply the following information:

State in which incorporated \_\_\_\_\_

Name and business address of its:

President \_\_\_\_\_

---

Secretary \_\_\_\_\_

---

Date \_\_\_\_\_

**BID TABULATION SHEET**  
**BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING**  
**2017**

|     |                                                                                              |                                             |
|-----|----------------------------------------------------------------------------------------------|---------------------------------------------|
| #1  | <b>Roeland Park City Hall</b><br>Price per mowing and trimming \$ <u>32</u>                  |                                             |
| #2  | <b>Nall Park</b><br>Price per mowing \$ <u>360</u>                                           | Price per mowing and trimming \$ <u>380</u> |
| #3  | <b>Roeland Park Community Center</b><br>Price per mowing \$ <u>120</u>                       | Price per mowing and trimming \$ <u>140</u> |
| #4  | <b>North Roe Blvd</b><br><b>Right of Way Green Space</b><br>Price per mowing \$ <u>20</u>    | Price per mowing and trimming \$ <u>38</u>  |
| #5  | <b>4800 Roe Parkway</b><br><b>Right of Way Green Space</b><br>Price per mowing \$ <u>145</u> | Price per mowing and trimming \$ <u>180</u> |
| #6  | <b>Right of Way Green Space</b><br>Price per mowing \$ <u>40</u>                             | Price per mowing and trimming \$ <u>48</u>  |
| #7  | <b>Right of Way Green Space</b><br>Price per mowing \$ <u>20</u>                             | Price per mowing and trimming \$ <u>25</u>  |
| #8  | <b>Right of Way Green Space</b><br>Price per mowing \$ <u>15</u>                             | Price per mowing and trimming \$ <u>20</u>  |
| #9  | <b>Roe Blvd Traffic Island Median</b><br>Price per mowing \$ <u>30</u>                       | Price per mowing and trimming \$ <u>40</u>  |
| #10 | <b>R Park</b><br>Price per mowing \$ <u>130</u>                                              | Price per mowing and trimming \$ <u>180</u> |
| #11 | <b>Cooper Creek Park</b><br>Price per mowing \$ <u>60</u>                                    | Price per mowing and trimming \$ <u>90</u>  |
| #12 | <b>Green Space Public Property</b><br>Price per mowing \$ <u>110</u>                         | Price per mowing and trimming \$ <u>120</u> |
| #13 | <b>Carpenter Park</b><br>Price per mowing and trimming \$ <u>48</u>                          |                                             |
| #14 | <b>Juniper Park</b><br>Price per mowing \$ <u>15</u>                                         | Price per mowing and trimming \$ <u>20</u>  |



- #15 **Granada Park**  
Price per mowing \$ 15 Price per mowing and trimming \$ 20
- #16 **Sweaney Park**  
Price per mowing and trimming \$ 20
- #17 **Right of Way Green Space**  
Price per mowing \$ 8 Price per mowing and trimming \$ 12
- #18 ~~**Fairway Indian Mission Property**~~  
~~Price per mowing \$ \_\_\_\_\_ Price per mowing and trimming \$ \_\_\_\_\_~~
- #19 **Island A**  
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #20 **Island B**  
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #21 **Island C**  
Price per mowing \$ 5 Price per mowing and trimming \$ 8
- #22 **Island D**  
Price per mowing \$ 5 Price per mowing and trimming \$ 8
- #23 **Island E**  
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #24 **Island F**  
Price per mowing \$ 12 Price per mowing and trimming \$ 15
- #25 **Island G**  
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #26 **Island H**  
Price per mowing \$ 8 Price per mowing and trimming \$ 10
- #27 **Island I**  
Price per mowing \$ 5 Price per mowing and trimming \$ 8

TOTAL BID \$ \$1,255.00

TOTAL BID \$ \$1,434.00

NEXT TO NATURE LANDSCAPE  
COMPANY

BRAD PETERS (MANAGER)  
OWNER/AGENT



NEXTT01

OP ID: KD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Summit Insurance Group  
PO Box 1029  
Lee's Summit, MO 64063  
Scott J. Sidwell

CONTACT NAME: Scott J. Sidwell

PHONE (A/C, No, Ext): 816-524-0031

FAX (A/C, No): 816-524-4911

E-MAIL ADDRESS: ssidwell@summitinsurancegroup.com

INSURED Next to Nature Landscape LLC  
11785 S Conley  
Olathe, KS 66061-9501

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Employers Mutual Casualty Cos.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|----------|-----------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                |           |          |               |                         |                         |                                                                                 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                  | X         |          | 5D33160       | 08/26/2016              | 08/26/2017              | EACH OCCURRENCE \$ 1,000,000                                                    |
|          |                                                                                                                 |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                            |
|          |                                                                                                                 |           |          |               |                         |                         | MED EXP (Any one person) \$ 10,000                                              |
|          |                                                                                                                 |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                              |
|          |                                                                                                                 |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                  |
|          |                                                                                                                 |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                             |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                              |           |          |               |                         |                         |                                                                                 |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC       |           |          |               |                         |                         |                                                                                 |
|          | OTHER:                                                                                                          |           |          |               |                         |                         |                                                                                 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY                                                        |           |          |               |                         |                         |                                                                                 |
|          | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | X         |          | 5E33160       | 08/26/2016              | 08/26/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |
|          | <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                               |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                                   |
|          |                                                                                                                 |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                                 |
|          |                                                                                                                 |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                                 |           |          |               |                         |                         |                                                                                 |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB               |           |          |               |                         |                         |                                                                                 |
|          | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE                                             | X         |          | 5J33160       | 08/26/2016              | 08/26/2017              | EACH OCCURRENCE \$ 5,000,000                                                    |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                     |           |          |               |                         |                         | AGGREGATE \$ 5,000,000                                                          |
|          |                                                                                                                 |           |          |               |                         |                         |                                                                                 |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                   |           |          |               |                         |                         |                                                                                 |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                     | Y/N       |          | 5H33160       | 08/26/2016              | 08/26/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                          |           | N/A      |               |                         |                         | E.L. EACH ACCIDENT \$ 500,000                                                   |
|          |                                                                                                                 |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000                                           |
|          |                                                                                                                 |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000                                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is Additional Insured as respects the general liability and automobile liability; 60-day notice of cancellation to City of Roeland Park

## CERTIFICATE HOLDER

## CANCELLATION

ROELAND

City of Roeland Park, Kansas  
4600 W 51st St  
Roeland Park, KS 66205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**INSERT OR STAPLE CERTIFICATE OF INSURANCE ON THIS PAGE**



**CITY OF ROELAND PARK, KANSAS  
PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned of \_\_\_\_\_, hereinafter referred to as the "Contractor", and \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the City of Roeland Park, Kansas, hereinafter referred to as "City", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United State of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, executed a written contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING designated, defined and described in the Contract and the Conditions thereof, and in accordance with the specifications and plans therefor; a copy of said Contract being attached hereto and made a part hereof;

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Whenever Contractor is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety shall pay to the City the cost of completion of the Work, including the costs of letting the bid proposal or bid proposals necessary for completion.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the Work, or to the specifications.

IN TESTIMONY WHEREOF, said Contractor has hereunto set hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor/Principal

[SEAL]

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
**Secretary**

[SEAL]

Address

\_\_\_\_\_  
SURETY COMPANY  
\_\_\_\_\_

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Facsimile No. (If available)

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Kansas Agent

Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.

**CITY OF ROELAND PARK, KANSAS  
AGREEMENT FOR PUBLIC IMPROVEMENTS  
AGREEMENT BETWEEN CITY AND CONTRACTOR  
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Roeland Park, Kansas, "Owner" and  
NEXT TO NATURE LANDSCAPE LLC  
Hereinafter "Contractor".

WHITNESSETH:

WHEREAS, the Owner has caused to be prepared in accordance with law, Instructions to Bidders, General Conditions, specifications, plans and other documents, all collectively declared the 'Contract Documents', for the work herein described and has approved and adopted these Contract Documents and has caused to be public the manner and for the time required by law, an advertisement inviting sealed bids for furnishing materials, labor and equipment for, and connection with, the project stated herein for: Traffic Island and Right of Way Maintenance.

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to Owner a sealed Bid in accordance with the terms of the Contract; and

WHEREAS, the Owner has publicly opened, examined and reviewed the bids submitted, and as a result has determined and declared this Contractor the best bidder for the Traffic Island and Right of Way Maintenance and has awarded to the Contractor, a Contract upon the terms and conditions set forth in this Contract and for the sum or sums named in the Bid, attached hereto and made a part of this Contract.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties agree, the Owner for itself, and its successors, and the Contractor for itself, or themselves, its, or their successors and assigns, or its, or executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at its own cost and expense all labor, tools, equipment, transportation and any accessories and materials required, to complete in good first-class and workmanlike manner the work as described and required by the Contract Documents as being included in, and covered by, the following items of the said Bid, to wit:

Contractor shall complete thorough mowing, string trimming and litter removal in all areas indicated in the Contract Documents.

All in accordance with the Contract Documents and other specified contract documents on file, all of which form the Contract and are as fully a part hereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the City of Roeland Park, the State of Kansas, and the United States of America. All terms used herein shall have the meaning ascribed to them in the General Conditions unless otherwise specified.



ARTICLE II. The Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the contract) of

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\_\_\_\_\_, referred to as the Contract Price, for all work covered by and included in the contract and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the Contract Documents hereto attached.

ARTICLE III. The Contractor will commence work on a date to be specified in the Notice to Proceed, and will complete all work in a timely fashion and as set forth in the Contract Documents. Time is of the essence.

ARTICLE IV. Contractor specifically acknowledges and confirms that: [1] Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; [2] Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier[s] and its surety[ies]; and [3] Contractor's insurance carrier[s] and surety[ies] agree to be bound as specified in this Contract, in the Contract Documents, as set forth in the insurance policy[ies] and bonds pertaining to liability and surety coverage.

ARTICLE V. Owner and Contractor specifically agree that by executing this Contract, the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract; the duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

ARTICLE VI. This Contract, together with the other Contract Documents, constitutes the entire Contract between the parties and supersedes all prior contracts, whether oral or written, covering the same subject matter. This contract may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VII. This Contract is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE VIII. All local, state, and federal laws and requirements as described in the Contract Documents and General Conditions, which apply to this Contract, shall be incorporated herein by reference.

ARTICLE IX. Should any provision of this Contract or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision[s] shall be null and void; provided, however, that the remaining provisions of this Contract and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Roeland Park, Johnson County, Kansas, Owner, has caused this Contract to be executed in its behalf, and Contractor, through Contractor's duly authorized officer or representative, has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.



CITY OF ROELAND PARK, OWNER

[SEAL]

\_\_\_\_\_  
Joel Marquardt, Mayor

ATTEST:

\_\_\_\_\_  
Kelley Bohon, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Neil Shortlidge, City Attorney

CONTRACTOR

Next TO NATURE  
LANDSCAPE LLC

\_\_\_\_\_  
[Name of Contractor]

BY: [Signature]  
Signature

MANAGER  
Title (SEAL)

11785 S. Conley  
Address

Olathe KS 66061  
City, State, Zip

913-963-8180  
Phone No.

913-390-6894  
Facsimile No. (If available)

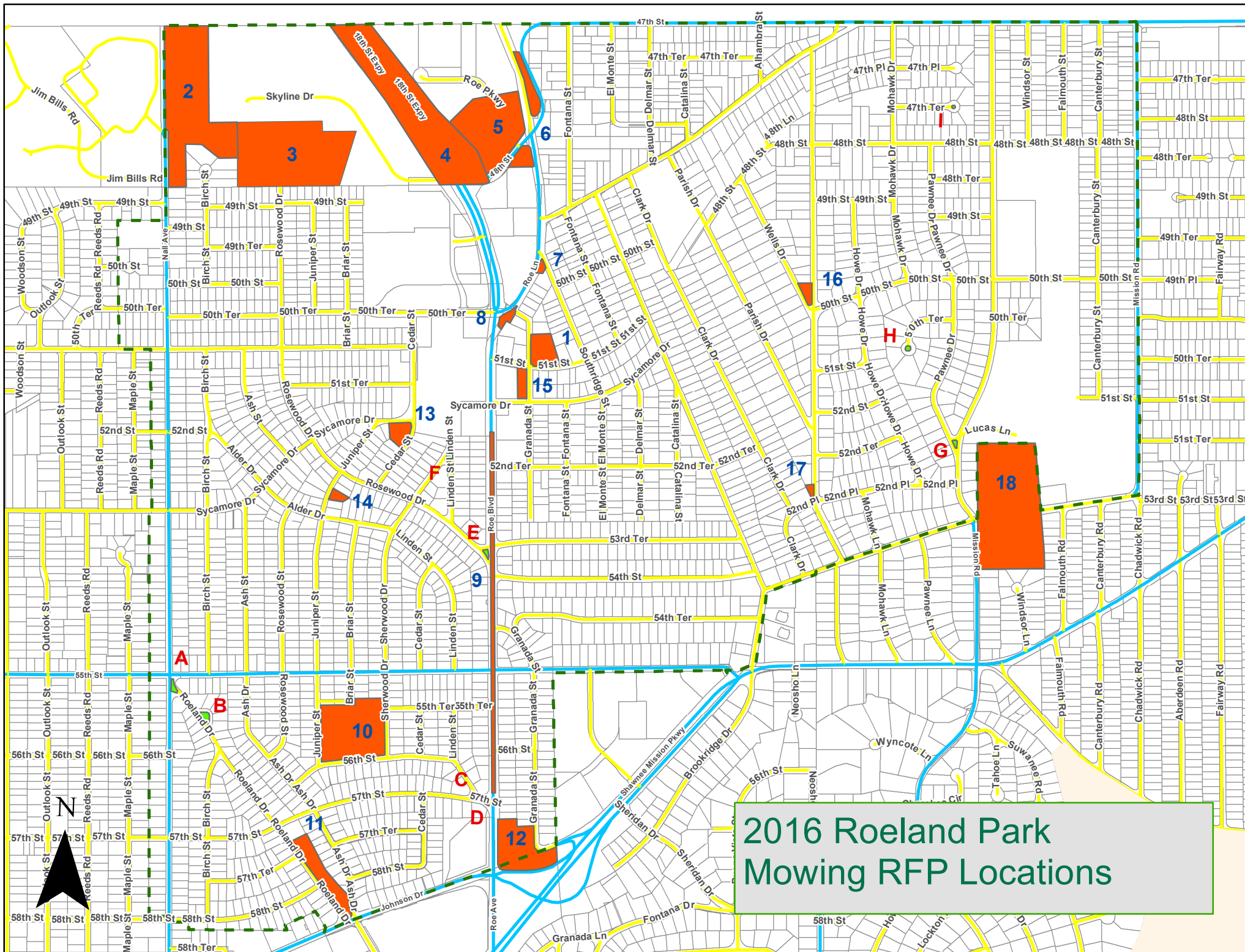
(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation, which authorizes the signer to bind the corporation or partnership.)

## SITE LOCATION MOWING FORM

Month:

| Location | Description                                     | Date | Trim<br>(yes/no) | Date | Trim<br>(yes/no) | Date | Trim<br>(yes/no) | Date | Trim<br>(yes/no) |
|----------|-------------------------------------------------|------|------------------|------|------------------|------|------------------|------|------------------|
| 1        | Roeland Park City Hall                          |      |                  |      |                  |      |                  |      |                  |
| 2        | Nall Park                                       |      |                  |      |                  |      |                  |      |                  |
| 3        | Roeland Park Community Center                   |      |                  |      |                  |      |                  |      |                  |
| 4        | North Roe Blvd<br>Right of Way<br>Green Space   |      |                  |      |                  |      |                  |      |                  |
| 5        | 4800 Roe Parkway<br>Right of Way<br>Green Space |      |                  |      |                  |      |                  |      |                  |
| 6        | Right of Way<br>Green Space                     |      |                  |      |                  |      |                  |      |                  |
| 7        | Right of Way<br>Green Space                     |      |                  |      |                  |      |                  |      |                  |
| 8        | Right of Way<br>Green Space                     |      |                  |      |                  |      |                  |      |                  |
| 9        | Roe Blvd Traffic<br>Island Median               |      |                  |      |                  |      |                  |      |                  |
| 10       | R Park                                          |      |                  |      |                  |      |                  |      |                  |
| 11       | Cooper Creek Park                               |      |                  |      |                  |      |                  |      |                  |
| 12       | Green Space<br>Public Property                  |      |                  |      |                  |      |                  |      |                  |
| 13       | Carpenter Park                                  |      |                  |      |                  |      |                  |      |                  |
| 14       | Juniper Park                                    |      |                  |      |                  |      |                  |      |                  |
| 15       | Granada Park                                    |      |                  |      |                  |      |                  |      |                  |
| 16       | Sweaney Park                                    |      |                  |      |                  |      |                  |      |                  |
| 17       | Right of Way<br>Green Space                     |      |                  |      |                  |      |                  |      |                  |
| 18       | Fairway Indian<br>Mission Property              |      |                  |      |                  |      |                  |      |                  |
| 19       | Island A                                        |      |                  |      |                  |      |                  |      |                  |
| 20       | Island B                                        |      |                  |      |                  |      |                  |      |                  |
| 21       | Island C                                        |      |                  |      |                  |      |                  |      |                  |
| 22       | Island D                                        |      |                  |      |                  |      |                  |      |                  |
| 23       | Island E                                        |      |                  |      |                  |      |                  |      |                  |
| 24       | Island F                                        |      |                  |      |                  |      |                  |      |                  |
| 25       | Island G                                        |      |                  |      |                  |      |                  |      |                  |
| 26       | Island H                                        |      |                  |      |                  |      |                  |      |                  |
| 27       | Island I                                        |      |                  |      |                  |      |                  |      |                  |





Item Number: DISCUSSION ITEMS- II.-4.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date: 12/2/2016  
Submitted By: Jose Leon, Director of Public Works  
Committee/Department: Public Works  
Title: **Streetlight Maintenance Extension (est. time 5 min.)**  
Item Type:

### Recommendation:

**Staff recommends Council approve the extension of the Street Light Maintenance Agreement with Black and McDonald at a cost not to exceed \$21,162.00**

### Details:

Black and McDonald (BM) performed exceptionally with regard to our street light maintenance agreement for the year 2015-2016. BM has agreed to continue this service for us and staff has negotiated an increase of only 1.5% of the previous contract amount.

Attached is a map illustrating the work that BM has completed as part of our street light maintenance contractor for 2015-2016. The previous contract amount was \$20,849.00/annually. The new contract for years 2017-2018 will be \$21,162.00 to be paid annually.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

Agreement will ensure a the City has the resource to maintain our street light network which will assist in keeping our neighborhoods safe and aesthetically appealing.

### ATTACHMENTS:

## Description

- Black and McDonald Agreement
- 2016-2016 Work Orders
- Street Light Network Map

## Type

- Ordinance
- Backup Material
- Backup Material



## **CITY OF ROELAND PARK, KANSAS**

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### **AGREEMENT BETWEEN CITY OF ROELAND PARK AND CONTRACTOR FOR STREETLIGHT MAINTENANCE**

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This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Roeland Park, Kansas, (hereinafter the "City") and

Black and McDonald (hereinafter, "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions (collectively referred to as "the Contract Documents"), for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, , its, successors and assigns, as follows:

**ARTICLE I.** The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit: all in accordance with the Contract Documents, on file with the City Clerk of Roeland Park, Kansas, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

**ARTICLE II.** The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of

Twenty thousand eight hundred forty eight DOLLARS and eighty eight cents. (\$ 21,162.00) for calendar year 2017 and 2018 and costs increases would be subject to the formula outlined in the addendum titled "Price index for maintenance Services"

(subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

**ARTICLE IV.** This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured Endorsement, the fully executed Performance and Statutory Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

**ARTICLE V.** This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

**ARTICLE VI:** The following documents are made part of this agreement by reference:

Exhibit A-1 Special Conditions of the Contract

Exhibit A General Conditions of the Contract

Exhibit B-1 Form of Performance Bond

Exhibit B-2 Form of Statutory Payment Bond

Exhibit C Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition

Exhibit D Contractor's Affidavit of Compliance with Nondiscrimination and Equal Employment Opportunity Laws

Exhibit E Insurance Requirements

**ARTICLE VII** The Term of this agreement shall be ongoing until Terminated by one of the parties.

WITNESS WHEREOF, the City of Roeland Park, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this contract in the prescribed form and manner, the day and year first above written.

ATTEST:

\_\_\_\_\_  
Kelley Bohon, City Clerk

**CITY OF ROELAND PARK, KANSAS**

Party of the First Part

By \_\_\_\_\_  
Joel Marquardt, Mayor

\_\_\_\_\_

\_\_\_\_\_  
(Business Name)

Party of the Second Part

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_

Roeland Park, Kansas \_\_\_\_\_, 2016.

The foregoing contract and guarantees are in due form, according to law, and are hereby approved.

\_\_\_\_\_  
Neil Shortlidge  
City Attorney

**EXHIBIT A**  
**GENERAL CONDITIONS**  
**OF THE CONTRACT FOR CONSTRUCTION**

**GC-1. DEFINITIONS**

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.
2. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Agreement as Exhibits B-1 and B-2.
3. "Change Order" is a written order issued after the Agreement is executed by which the City, the Public Works Director or his/her designee, and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.
4. "City" shall mean the City of Roeland Park, Kansas.
5. "Public Works Director or his/her designee" shall mean the individual, firm or entity designated in the Contract Documents which has been employed by the City for the performance of professional services in connection with the Project; or it shall mean the City if the City acts as its own Engineer.
6. The "Contract Documents" consist of (1) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Engineer which the Public Works Director or his/her designee deems necessary to make clear the intent of the Contract Documents (and, in particular, the specifications), and the bidding documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.
7. The "Contractor" shall be Custom Lighting Services (DBA- Black & McDonald), and its officers, directors, owners, employees, agents, assigns, and successors.

8. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.
9. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Agreement.
10. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient and/or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment, unless responsibility for such damage shall have been expressly assumed by the City at Substantial Completion.
11. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.
12. "Final Acceptance" shall mean the date when the Public Works Director or his/her designee accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.
13. "Inspector" shall mean the person or firm authorized in writing by the Public Works Director or his/her designee or the City to perform inspections of the Work as provided in the Contract Documents.
14. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the Public Works Director or his/her designee, and written orders for minor changes in the Work issued by the Public Works Director or his/her designee.
15. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.
16. "Partial Occupancy" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.
17. "Services" shall mean Maintenance services where City of Roeland Park, Kansas directs according to Scope of Services listed in Special Conditions.
18. "Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer,



fabricator, supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.

19. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.
20. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.
21. "Substantial Completion" shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.
22. "Unit" shall mean a single street lighting apparatus. Normally, a single unit is attached to a single pole, although in rare exceptions there may be multiple units attached to one pole.
23. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
24. The "Work" shall mean the everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product.
25. "Work Directive" shall mean a written order from the Public Works Director or his/her designee to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

## **GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS**

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment

and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.

2. Dimensions and elevations shown on the Plans (if applicable) shall be accurately followed, even though they may differ from scaled measurements. All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Public Works Director or his/her designee. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.
3. The Contractor shall keep the Public Works Director or his/her designee informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the Public Works Director or his/her designee and the Contractor.
4. Any applicable Work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.
5. Contractor, together with its Subcontractors, shall carefully examine the Contract Documents for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted to Public Works Director or his/her designee, with drawings (if Public Works Director or his/her designee determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the Public Works Director or his/her designee.
6. Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

7. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted", "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the Public Works Director or his/her designee is intended.
8. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.
10. Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:
  - a. Modifications to the Agreement
  - b. The Agreement
  - c. Special Conditions
  - d. General Conditions
  - e. Plans
  - f. Specifications
12. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.
13. The Contract may not be amended or modified except by a modification as hereinabove defined.
14. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

### **GC-3. DEFECTS IN CONTRACT DOCUMENTS**

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the Public Works Director or his/her designee in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the Public Works Director or his/her designee's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

#### **GC-4. COPIES OF THE CONTRACT**

1. Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of six (6) copies of the Contract Documents, free of charge, necessary for the execution of the Work.
2. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.
3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings (if applicable).
4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

#### **GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT**

1. Unless otherwise stipulated, Contractor shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary to produce the results called for by the Contract Documents.
2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety

precautions and programs in connection with the Work. Neither the City nor the Public Works Director or his/her designee shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

3. In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, typical weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided elsewhere herein.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Agreement as Exhibit C, confirming its compliance with the prohibition against federal lobbying and conflicts of interest.
5. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.
6. The Contractor shall, in addition to the schedule required by these General Conditions, give to the Public Works Director or his/her designee full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work, appear to the Public Works Director or his/her designee to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the Public Works Director or his/her designee may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Public Works Director or his/her designee to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.
7. The approval by the Public Works Director or his/her designee of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any

responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account the of failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the Public Works Director or his/her designee has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

8. It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. Two copies of the State of Kansas Project Completion Certificate will be furnished to the City by the Kansas Department of Revenue upon issuance of a tax exemption number, which will be forwarded to Contractor. Form must be signed and returned to the City upon completion of the Project.

#### **GC-6 ALLOWANCES**

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.
2. Unless otherwise provided in the Contract Documents:
  - a. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
  - b. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
  - c. whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.
3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

#### **GC-7. AUTHORITY AND DUTY OF THE PUBLIC WORKS DIRECTOR**



The Public Works Director or his/her designee is authorized to observe and inspect all Work included herein.

Anything in the Contract Documents to the contrary notwithstanding, the Public Works Director or his/her designee shall in all cases

- a. determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;
- b. rule on all questions relating to the plans and specifications for the Project;
- c. issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which Public Works Director or his/her designee may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The Public Works Director or his/her designee's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the Public Works Director or his/her designee as rendered shall be promptly carried out.

#### **GC-8. SUPERINTENDENCE AND SUPERVISION**

1. Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to Public Works Director or his/her designee. The superintendent shall not be changed except with the consent of the Public Works Director or his/her designee unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the Public Works Director or his/her designee retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.
2. Contractor shall furnish the Public Works Director or his/her designee with the superintendent's cellphone and pager numbers and email address, and assure that the superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.
3. No Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the Public Works Director or his/her designee, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.

4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.
5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

#### **GC-9. CONTRACTOR'S EMPLOYEES**

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the Public Works Director or his/her designee so directs, Contractor shall promptly remove any employee determined by the Public Works Director or his/her designee to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.
2. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
3. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.
4. Contractor shall be specifically responsible to assure that all employees are eligible for employment, and shall comply with the Immigration Reform Control Act of 1986, as amended, 8 U. S. C. §1324(e), relating to employment of aliens.
5. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Agreement as Exhibit D relating to equal employment opportunity and non-discrimination.
6. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

#### **GC-10. WORK STOPPAGES**

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and

non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

#### **GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK**

Please see "Scope of Services"

#### **GC-12. LIQUIDATED DAMAGES**

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Agreement for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.
2. In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same Project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the liquidated damages sustained by the City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.
3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjusted the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes

resolution procedures stated elsewhere in these General Conditions. Please see "Scope of Maintenance Services."

### **GC-13. INSPECTION OF WORK**

1. The City, the Public Works Director or his/her designee, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.
2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the Public Works Director or his/her designee timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than Public Works Director or his/her designee.
3. All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.
4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.
5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the Public Works Director or his/her designee before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.
6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them

by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

#### **GC-14. CONCEALED CONDITIONS**

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted by the City upon recommendation by the Public Works Director or his/her designee. No such adjustment will be made unless the Contractor brings the matter to the Public Works Director or his/her designee's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.
2. Discovered Artifacts. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Public Works Director or his/her designee. Upon receipt of such notice, the Public Works Director or his/her designee shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Public Works Director or his/her designee but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

#### **GC-15. SUBMITTALS.**

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall

submit the schedule(s) for the Public Works Director or his/her designee's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Public Works Director or his/her designee time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the Public Works Director or his/her designee in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the Public Works Director or his/her designee, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings.
3. The Public Works Director or his/her designee shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the Public Works Director or his/her designee to reject a submittal shall not operate as acceptance, or relieve Contractor of responsibility for compliance with the Contract Documents.
4. Once the Submittal is in a form acceptable to the Public Works Director or his/her designee, the Contractor shall furnish a total of not less than five (5) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the Public Works Director or his/her designee, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the Public Works Director or his/her designee.
5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the Public Works Director or his/her designee of drawings or other items submitted by contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

## **GC-16. WARRANTY**

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the Public Works Director or his/her designee, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.
3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.
4. Any provision of the Contract Documents to the contrary notwithstanding, all warranties provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

## **GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS**

1. Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:
  - a. Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.
  - b. If Contractor desires to use a product not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not



responsible for any delay or cost incurred or caused by Contractor's making such request.

2. After this Contract has become effective, the Public Works Director or his/her designee will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:
  - a. Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
  - b. Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and
  - c. Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.
3. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternatives or substitutions.
4. All specified and required tests for approval of material proposed as "equal" or as a substitution shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.

#### **GC-18. PERMITS AND NOTICES**

1. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
2. Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

#### **GC-19. USE OF PREMISES**

1. Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of Public Works Director or his/her designee and shall not unreasonably encumber the premises and/or site.
2. Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
3. Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from Public Works Director or his/her designee.
4. No City equipment will be taken out of service or put into service without approval of City.

#### **GC-20. PROTECTION OF WORK AND PROPERTY**

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.
2. The Contractor shall give reasonable notice to the affected owners and utilities when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
3. The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other Underground Facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional Contract Time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.
4. During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Public Works Director or

his/her designee, the Contractor shall be able to perform the Work in a proper and satisfactory manner.

5. The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.
6. Contractor shall comply with any and all instructions from the Public Works Director or his/her designee regarding prevention of accidents, fires or for the elimination of any unsafe practice.
7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
8. All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.
9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

#### **GC-21. SAFETY**

1. Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise,

Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused re-entry.

2. Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the Public Works Director or his/her designee by Contractor. In the absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.
3. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc, which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, the following items:
  - a. Personal protective equipment;
  - b. First aid-personnel and facilities;
  - c. Arrangements for medical attention;
  - d. Sanitary facilities;
  - e. Fire protection;
  - f. Signs, signals, and barricades;
  - g. Security regulations;
  - h. Safety inspections;
  - i. Reporting forms and procedures;
  - j. Material handling and storage;
  - k. Lines of communication;
  - l. Determination of potential hazards;
  - m. Personnel safety meetings and education;
  - n. Access to work areas;
  - o. Subcontractors involvement in the program;
  - p. Inspections and corrective action.
  - q. Contractor shall furnish a copy of its safety plan to the Public Works Director or his/her designee for review but Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.
4. In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the Public Works Director or his/her designee, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.

5. Whenever, in the opinion of the Public Works Director or his/her designee, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the Public Works Director or his/her designee, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the Public Works Director or his/her designee, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places as the Public Works Director or his/her designee may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

#### **GC-22 REPORTING OF INJURY OR DAMAGE.**

1. The Contractor shall be responsible for any damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.
2. If either party suffers injury or damage to person or property because of an act or mission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **GC-23. HAZARDOUS MATERIALS**

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Works Director or his/her designee in writing.
3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.
4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.
5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

#### **GC-24. CUTTING, PATCHING AND DIGGING**

1. Contractor shall do all cutting, fitting or patching of its work so that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Contract Documents.
2. Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
4. Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

#### **GC-25. CLEANING UP**

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or Work; and at the completion of the daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

#### **GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES**

1. During the performance of this Contract, the Contractor may need to maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the Public Works Director or his/her designee, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the Public Works Director or his/her designee, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by Public Works Director or his/her designee, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
2. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.



3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.
4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by Public Works Director or his/her designee for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.
5. Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of Public Works Director or his/her designee.
6. Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

#### **GC- 27 INSURANCE**

The Contractor shall furnish insurance as described in Exhibit E to the Agreement. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

#### **GC-28. SURETY BONDS**

1. Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Statutory or Labor and Material Payment Bond in the full amount of the Contract Price on the forms attached to the Agreement as Exhibits B-1 and B-2. The Bonds shall be provided by corporate sureties admitted in the State of Kansas, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.
2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in

the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.

#### **GC-29. DELAYS AND EXTENSION OF TIME**

Please see "Scope of Services"

#### **GC-30. CHANGES IN THE WORK**

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the Public Works Director or his/her designee, and signed by the City and the Contractor. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.
2. Quantity Variations. Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the Public Works Director or his/her designee. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the Public Works Director or his/her designee equitably adjust the unit price. The Public Works Director or his/her designee shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the Public Works Director or his/her designee in the same manner as all other payments under the Contract.
3. Minor Changes. Public Works Director or his/her designee may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.
4. Work Directives. From time to time the Public Works Director or his/her designee may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the Public Works Director or his/her designee shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately

comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.

5. The Public Works Director or his/her designee shall either:
  - a. make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or
  - b. direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or
  - c. If the Public Works Director or his/her designee has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the Public Works Director or his/her designee direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.
  - d. Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.
  - e. If the Public Works Director or his/her designee determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.
    - i. Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:
      - a. The cost of all workers, such as foremen, timekeepers, mechanics,
      - b. and laborers, for the time actually employed in the performance of the said extra work;
      - c. All materials and supplies;
      - d. Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra

work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eighty-five percent (85%) of the local standard rental rate for similar items;

- e. Any transportation or travel charges necessarily incurred in connection with said equipment authorized by the Public Works Director or his/her designee for use on said work and similar operating expenses;
- f. All incidental expenses incurred as a direct result of such extra work,
- g. including payroll taxes and a ratable proportion of premiums for
- h. insurance, where the premiums therefor are based on payroll costs,
- i. public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;
- j. Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.

6. Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:

- a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.
- b. Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
- c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- d. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be

liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

- e. Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City. The Public Works Director or his/her designee may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work
7. If either party wishes to take exception to the Public Works Director or his/her designee's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the Public Works Director or his/her designee, with a copy of such notice to the other party, within seven (7) days of receipt of the Public Works Director or his/her designee's decision. Failure to give such notice shall constitute acceptance of the Public Works Director or his/her designee's decision.
8. Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order or a Work Directive.

#### **GC-31. INDEMNITY**

1. Definitions. For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:
- a. "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
  - b. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.
2. The Indemnities. For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the

greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers or any other party for whom Contractor is responsible. It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature. Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.

3. General Limitation. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.
4. Waiver of Statutory Defenses. With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

#### **GC-32. ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

#### **GC-33. SUBCONTRACTING**

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor,

but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.

2. Contractor shall not subcontract more than fifty percent (50%) of the Work.
3. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
5. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that
  - a. Assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
  - b. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
  - c. When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
  - d. Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
  - e. Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
6. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.



#### **GC-34. CORRECTION OF WORK**

1. The Contractor shall promptly correct Work rejected by the Public Works Director or his/her designee or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.
2. If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Public Works Director or his/her designee to do so, unless the Public Works Director or his/her designee has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Public Works Director or his/her designee fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Public Works Director or his/her designee, the City may correct it in accordance with the provisions of this Contract.
4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may

be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

#### **GC-35. DISPUTE RESOLUTION**

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the Public Works Director or his/her designee as to such matter or other action on which the dispute is based. A decision of the Public Works Director or his/her designee (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any legal action.

#### **GC-36. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT**

1. Suspension of Work by the City . The Public Works Director or his/her designee may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.
2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:
  - a. the Work to be done under this Contract shall be abandoned by the Contractor;  
or
  - b. this Contract shall be assigned by Contractor otherwise than as herein provided;  
or

- c. at any time the Public Works Director or his/her designee shall certify in writing to the City that:
    - i. the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;
    - ii. that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;
    - iii. that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the Contractor defaults in any material manner in its performance of the Contract; or
    - iv. a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;
  - d. then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.
- 3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.
  - 4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
  - 5. The City also reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City,

Contractor shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

6. Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

#### **GC-37. PROGRESS PAYMENTS**

Please see "Scope of Services"

#### **GC-38 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS**

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Public Works Director or his/her designee a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
2. Upon receipt of the Punch List, the Public Works Director or his/her designee and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Public Works Director or his/her designee. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.
3. When the Work or designated portion thereof is substantially complete, the Public Works Director or his/her designee will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time

within which the Contractor shall finish all items on the list accompanying the Certificate. The Public Works Director or his/her designee shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

#### **GC-39. PAYMENTS WITHHELD**

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:
  - a. defective Work not remedied;
  - b. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
  - c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
  - d. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
  - e. damage to the City or a separate contractor;
  - f. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
  - g. repeated failure to carry out the Work in accordance with the Contract Documents.
2. The City may also nullify a payment previously issued, and withhold sums appropriate to protect the Owner from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.
3. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **GC-40. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT**

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years

from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

#### **GC-41. NOTICE**

1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

#### **GC-42. NO WAIVER OF RIGHTS**

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

#### **GC-43. INDEPENDENT CONTRACTOR**

The right of general supervision of the City and/or the Public Works Director or his/her designee shall not

make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

#### **GC-44. SEVERABILITY**

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

#### **GC-45. INTEREST**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Kansas law.

**GC-46. GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Kansas

**GC-47. VENUE**

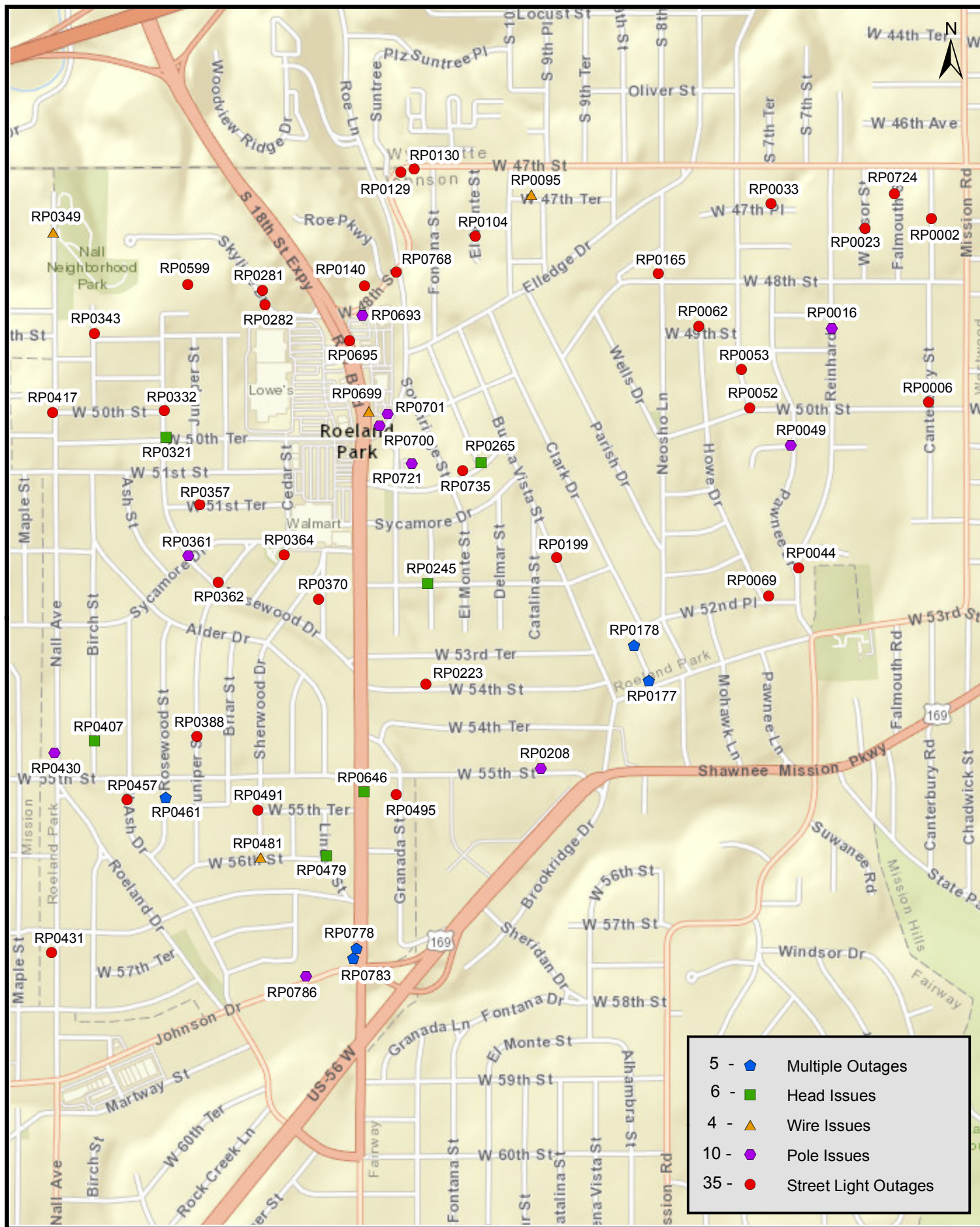
Venue of any litigation arising in connection with this Agreement shall be the state courts of Johnson County, Kansas.

**GC-48 APPOINTMENT OF SERVICE AGENT:**

Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any successful Bidder-Contractor domiciled outside the State of Kansas must comply with these statutory requirements.

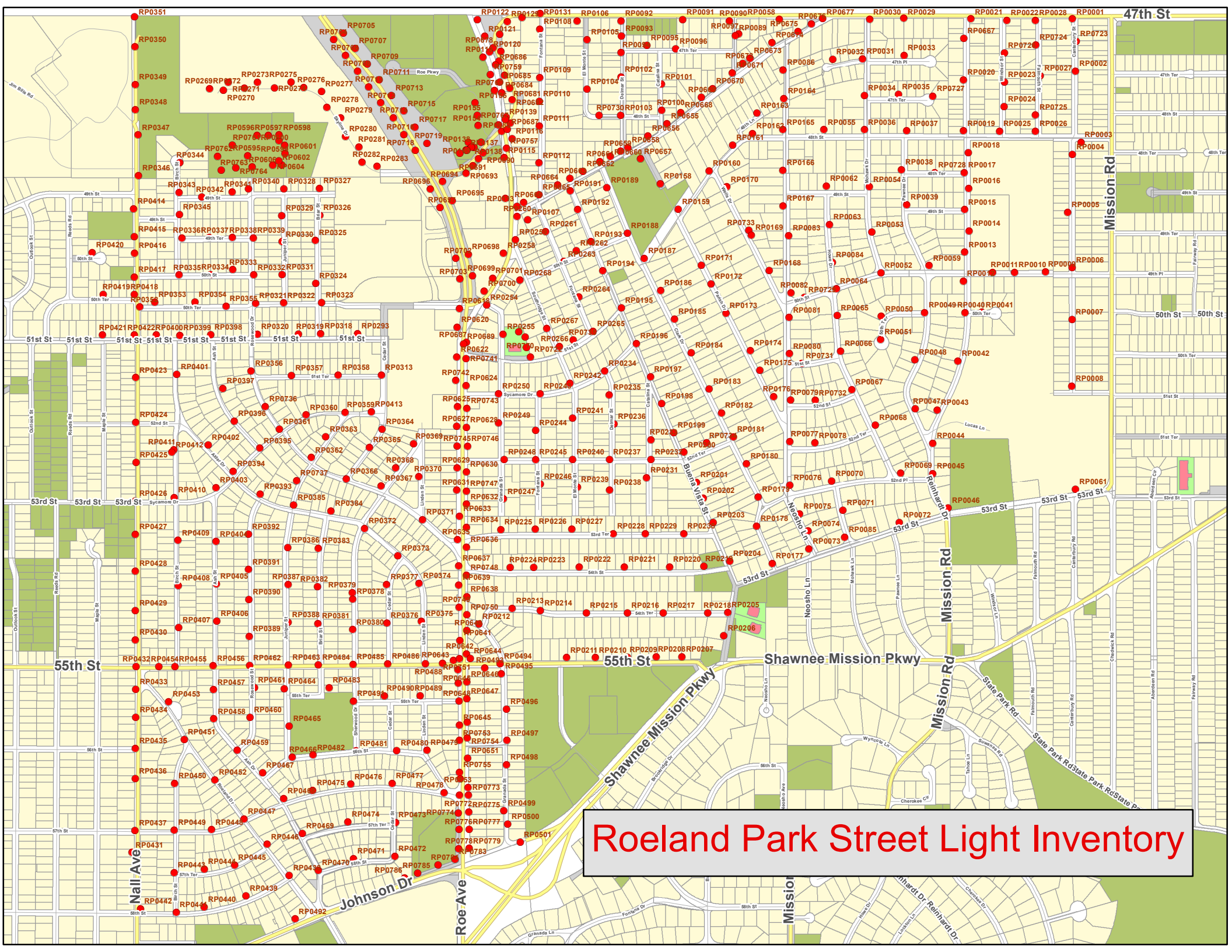


# ROELAND PARK WORK ORDERS 2014-2016



0 0.125 0.25 0.5 0.75 1 Miles





Roeland Park Street Light Inventory

Item Number: DISCUSSION ITEMS- II.-5.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

### Action Item Summary

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Date: 12/1/2016  
Submitted By: Jose Leon, Director of Public Works  
Committee/Department: Public Works  
Title: **2017 Street Maintenance SKW Task Order 35 (est. time 5 min.)**  
Item Type: Other

#### Recommendation:

**Staff recommends Council approve Shafer, Kline, and Warren (SKW) Task Order #35 at a cost not to exceed \$22,710.00**

#### Details:

Staff provided a update at our November Council Workshop on our 2017 Street Maintenance approach. Staff has already identified the streets which will receive maintenance in 2017. This task order will provide SKW a notice to proceed to formalizing bid documents for surface treatments. This task order also covers construction inspection fees as well.

Staff will produce the map which has streets identified. SKW will produce the bid documents.

How does item relate to Strategic Plan?

Cost saving using innovative approach to street maintenance.

How does item benefit Community for all Ages?

Maintain City infrastructure to remain in good condition.

#### ATTACHMENTS:

| Description                             | Type            |
|-----------------------------------------|-----------------|
| <input type="checkbox"/> Task Order #35 | Backup Material |





### PROFESSIONAL SERVICES TASK ORDER #35

|                 |                                     |                |                |
|-----------------|-------------------------------------|----------------|----------------|
| Project         | <u>2017 Street Maintenance</u>      | Date           | <u>12/1/16</u> |
| SKW Project No. | <u>130099-350</u>                   | Agreement Date | <u></u>        |
| Client          | <u>City of Roeland Park, Kansas</u> |                |                |

**Description of task order:**

2017 Street Maintenance—For street chip sealing and ultra-thin bonded asphalt surface (UBAS) overlays through out the City at sites selected by City staff. Perform review of existing conditions at each site to confirm and quantify the scope of contractors work; prepare construction documents; provide bid services; and provide construction services for the work which will be let in one construction contract. Reference attached Exhibit A.

**Exhibits/Attachments/References which are a part of this professional services task order:**

Article I - Consultants Responsibilities  
Article II - Scope of Consultant Services  
Article III - City's Responsibilities  
Article IV - Time Schedule  
Article V - Compensation  
Article VI - General Provisions  
Exhibit A - Map of 2017 Street Maintenance Work

**Anticipated effects of professional services tasks order on basic services:**  
None.

**Schedule:**  
Per Article IV attached.

**Fees:**  
Per Article V attached.

\$22,710.00

The work described in this professional services task order is made a part of the indicated professional services agreement between the client and SKW. All other provisions of the agreement shall remain in force.

|           |                                                                                            |      |                |
|-----------|--------------------------------------------------------------------------------------------|------|----------------|
| SKW by    | <u></u> | Date | <u>12/1/16</u> |
| Client by | <u></u>                                                                                    | Date | <u></u>        |

If directed/approved by Client by telephone, by letter, in meeting, etc., provide reference material here.

**Distribution**

☒ Client ☒ Project File ☒ SKW Accounting ☐ Other

## **TASK ORDER #35**

### **2017 STREET MAINTENANCE**

#### **ARTICLE I CONSULTANT'S RESPONSIBILITIES**

The Consultant shall either perform for or furnish to the City professional civil engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the City's prime professional Consultant on this Project.

#### **ARTICLE II SCOPE OF CONSULTANT SERVICES**

The consultant shall perform or furnish the necessary professional engineering duties and related services to provide for the design and construction for the "Project", including but not limited, to the following items:

##### **1.0 Data Collection and Design**

- 1.1 Internal kick-off and affirmation of project expectations with staff
- 1.2 Development of pavement quantities based on on-line mapping and/or existing pavement GIS data.
- 1.3 City will provide a map of locations and locations and quantities for any curb repair that is needed with the contract.
- 1.4 Prepare quantities and specifications for two separate bids, one for UBAS and one for chip seal. Plans shall include the following sheets:
  - 1.4.1 Overall Plan and Location Map (to be provided by the City).
  - 1.4.2 Quantities broken down by street (8.5" x 11" format)
  - 1.4.3 Standard Drawings, as needed
- 1.5 Prepare an estimate of probable cost detailing typical construction pay items.

##### **2.0 Bidding Phase**

Following final review by City staff and approval to proceed to bidding phase the consultant shall undertake the following bid services for two separate contract bids.

- 2.1 Provide the City a notice of bid to Contractors for publication.
- 2.2 Provide notice of bid to potential contractors via digital planroom.
- 2.3 Provide plans, bid documents, and specifications to digital planroom for potential bidders.
- 2.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 2.5 Provide to the City a Consultant's estimate and bid tab sheet.
- 2.6 Attend bid opening and check all bids for accuracy.
- 2.7 Evaluate the bidders and make recommendation of award to the City.

##### **3.0 Construction Administration Phase**

**Note: The Consultant may not proceed with this phase of the Agreement until negotiations are completed with the City and until the City issues a notice to proceed.**

Following review and award of construction contract by the City and after the City issues a notice to proceed with this phase, the Consultant shall proceed to provide these services:

- 3.1 Conduct a pre-construction meeting which will include the City, Contractor, Utility Companies, and any other appropriate governmental agencies such as Cities parties to an interlocal Agreement, County agencies, State and Federal agencies.
- 3.2 Serve as field liaison between the public, the Contractor, the City, the Utilities, the County, the State and the Federal agencies.
- 3.3 Document all complaints, concerns, or inquiries from any of the previously mentioned parties.
- 3.4 Submit to the City the construction observation reports. The report will identify prime and subcontractor, numbers and type of personnel and equipment on site, material deliveries, weather conditions, work accomplished, inspections and tests conducted, results of inspections and tests, nature of defects found, causes for rejection, proposed remedial action, and corrective action taken.
- 3.5 Provide periodic observation for the project to check general compliance with the plans and specifications using a field observer qualified to perform such duties (it is assumed that there will be 56 hours of field observation for the project).
- 3.6 Schedule and attend Coordination Meetings as necessary to discuss the Project with the contractor.
- 3.7 Issue necessary clarifications and interpretations of the Contract documents as appropriate to the orderly completion of the Project.
- 3.8 Recommend and prepare Change Orders to City as appropriate, and issue Field Orders authorizing minor changes in the Project not involving an adjustment in the Contract sum or an extension of Contract time.
- 3.9 Review the Contractor's monthly estimates before they are submitted to the City for payment to the Contractor.
- 3.10 Conduct a pre-final of work segments.
- 3.11 Conduct a final inspection of the total project and provide a recommendation of acceptance.
- 3.12 Coordinate with the contractor to take pre-construction photographs.
- 3.13 Keep minutes of all meetings and disperse to City representative and all other attendees within five workdays.

### **ARTICLE III CITY'S RESPONSIBILITIES**

The City shall do the following in a timely manner:

- 1) Approve all criteria and information as to City's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all standard forms in use by the City relative to this Project.
- 2) Examine all written studies, reports, sketches, maps, models, proposals, and other documents presented by the Consultant and render in writing decisions thereto.
- 3) Reimburse the Consultant for the cost of additional work not included in the Scope of Consultant Services stated in this Agreement.
- 4) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Consultant in the performance or furnishing of the required services for the Project, or any defect or non-conformance in the Consultant's services or in the work of any Contractor.

### **ARTICLE IV TIME SCHEDULE**

The Consultant proposes to complete the scope of services of this Agreement as follows:

- 1) Preliminary Design Phase will be completed within 30 calendar days from Notice to Proceed.



- 2) Final Design will be completed within 15 calendar days from acceptance of the Preliminary Design.
- 3) Bid Phase will be completed within 30 calendar days from acceptance of the Final Design.

## **ARTICLE V COMPENSATION**

The City agrees to pay the Consultant as maximum compensation for the scope of services in Article II and in accordance with Part C of Agreement as follows:

|                                 |   |          |
|---------------------------------|---|----------|
| 1.0 Data Collection and Design  | = | \$8,330  |
| 2.0 Bidding                     | = | \$1,385  |
| 3.0 Construction Administration | = | \$12,995 |

The Construction Services is based on an estimated construction schedule. If the actual construction schedule is different than estimated, then the Construction Services fee shall be adjusted in accordance with the hourly rates shown in the Schedule of Salary Base Rates.

The maximum fee shall not be exceeded unless adjusted by a Change Order mutually agreed upon by the City and the Consultant.

The Change Order will be based on major changes in scope, character, delays or complexity of Project. The Change Order may provide for changes in compensation and schedule, either upward or downward.

## **ARTICLE VI GENERAL PROVISIONS**

**Times for Rendering Services:** The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Bidding Phase. Specific periods of time for rendering services are set forth in Article IV Time Schedule, in this Agreement, by which times defined services are to be completed. If such periods of time are changed through no fault of the Consultant, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment

If the City fails to give prompt written authorization to proceed. Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

**Estimates:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost or construction cost are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs.

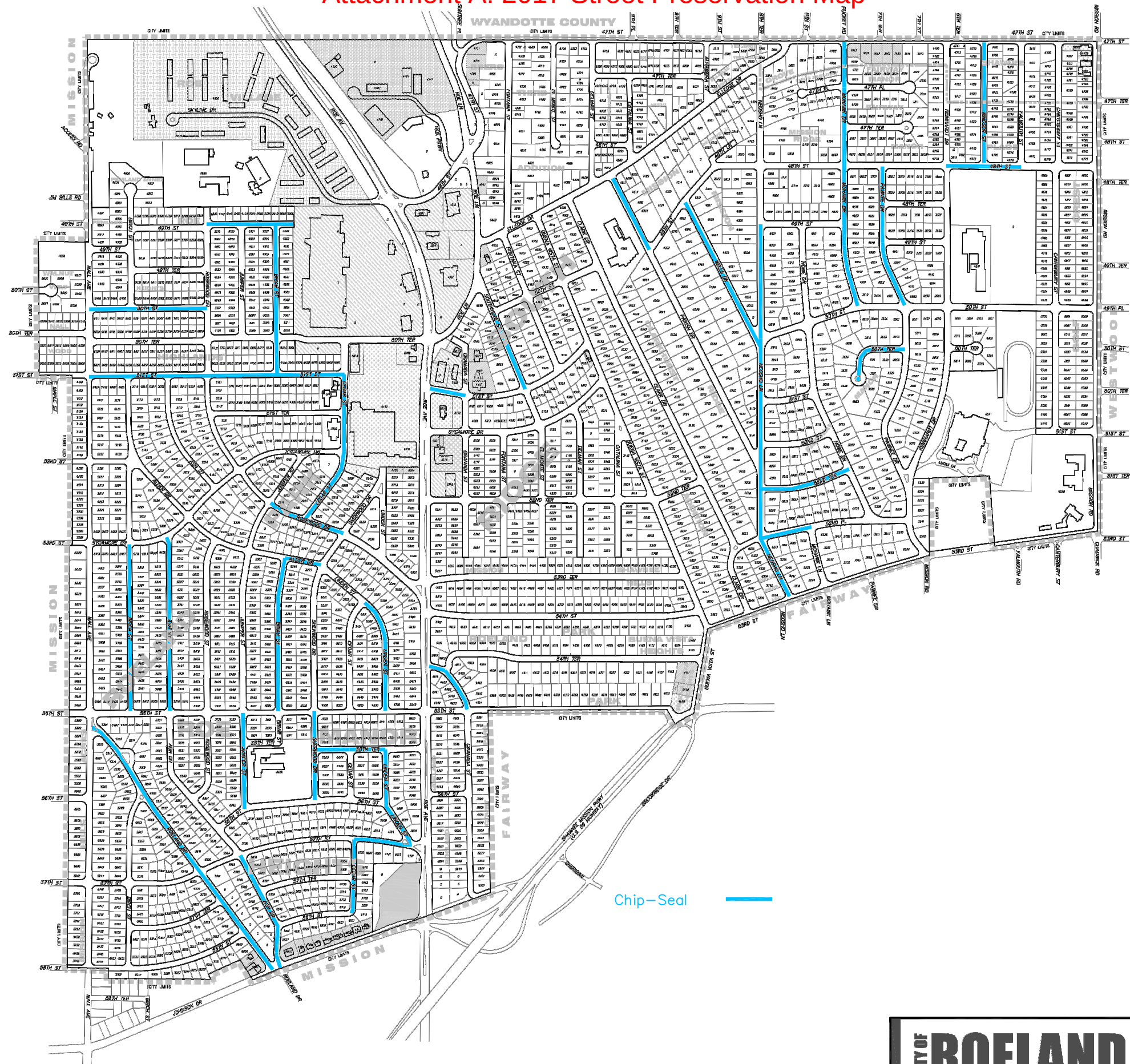
**Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

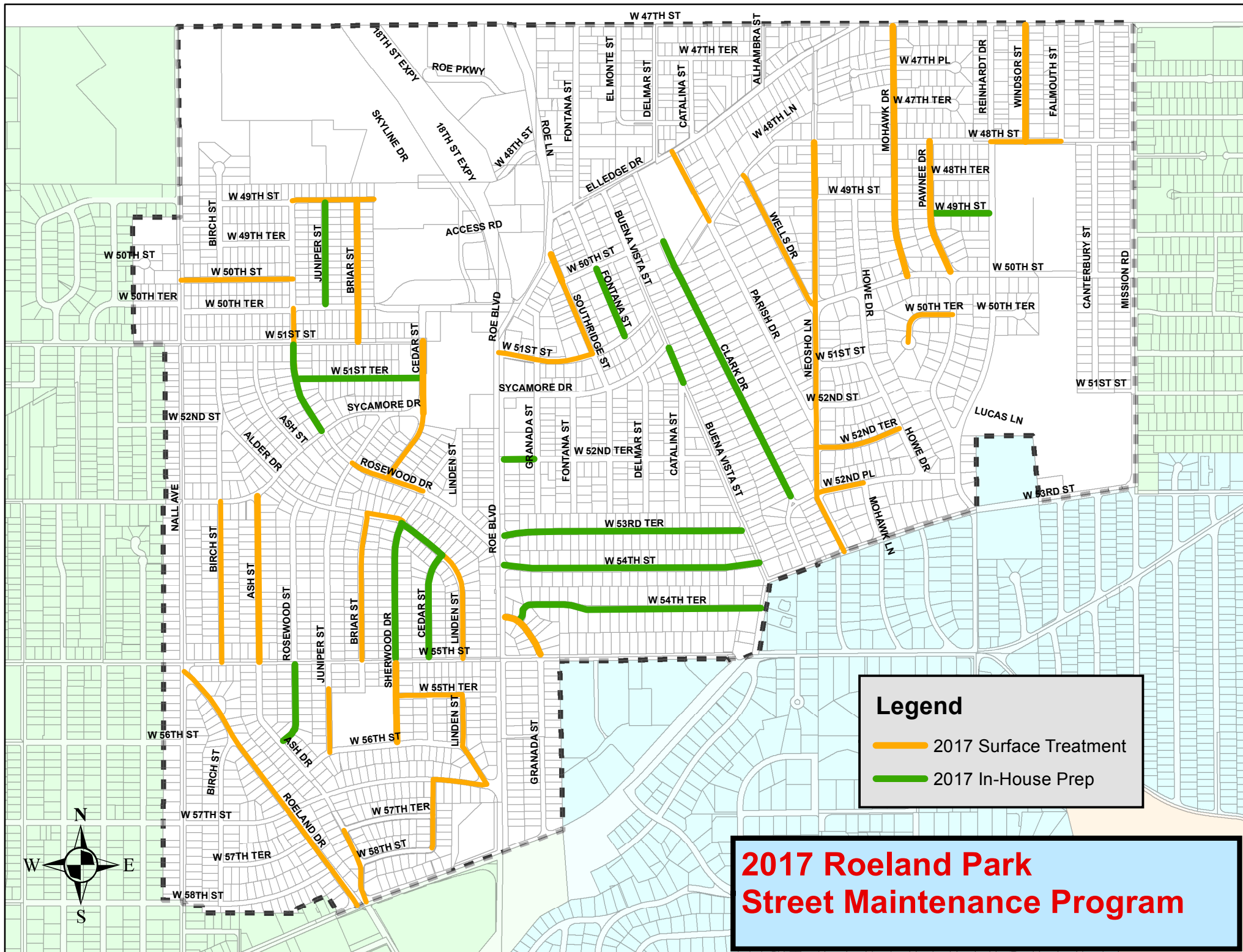
**Change in Scope:** The scope of work described in Article II Scope of Services, shall be subject to modification or supplement upon the written Agreement of the City and the Consultant. At the time

of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

**Reuse of Documents:** All reports, information, data and exhibits prepared on assembled by the Engineer in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Engineer agrees that they shall not be made available to any individual or organization without the prior consent of the City.

# Attachment A: 2017 Street Preservation Map





Item Number: DISCUSSION ITEMS- II.-6.  
Committee  
Meeting Date: 12/5/2016



## City of Roeland Park

Action Item Summary

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Date:

Submitted By:

Committee/Department:

Title:

**Set Topics for Community Forum Monday, January 23 (est.  
time 10 min.)**

Item Type:

**Recommendation:**

**Details:**

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?



Item Number: DISCUSSION ITEMS- II.-7.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date: 12/5/2016  
Submitted By: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director  
Committee/Department: Finance  
Title: **October Financials (est. time 10 min.)**  
Item Type: Other

### Recommendation:

**For informational Purposes**

### Details:

Please see attached report for more information.

How does item relate to Strategic Plan?

One of the tenants of the Strategic Plan is to maintain good financial management as well as good communication with the public. This report is a tool for updating the public as well as the Council on the state of the City's finances.

How does item benefit Community for all Ages?

N/A

### ATTACHMENTS:

| Description                                                      | Type       |
|------------------------------------------------------------------|------------|
| <input type="checkbox"/> October Financials                      | Cover Memo |
| <input type="checkbox"/> 2016 October Financial Details - Miller | Exhibit    |
| <input type="checkbox"/> CERl Report                             | Exhibit    |

# Monthly Financial Status Report

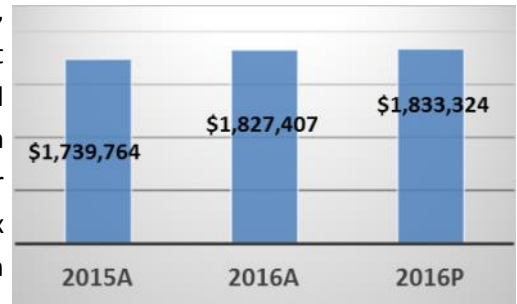
October 31, 2016



## KEY REVENUE INDICATORS OVERVIEW—ALL FUNDS

The ad valorem tax revenues are derived from taxes levied on real property, personal property and state assessed utilities. This is one of the largest revenue sources for the City of Roeland Park, with ad valorem taxes levied for the General and Bond Funds. Property tax collections for 2016 through October generated \$1.83 million, a 5% increase over the 2015 collections or 99.7% of the 2016 Budget estimates. The City receives property tax allocations from the County primarily twice a year in January and June with smaller allocations in the fall.

### PROPERTY TAX



### SALES/USE TAX



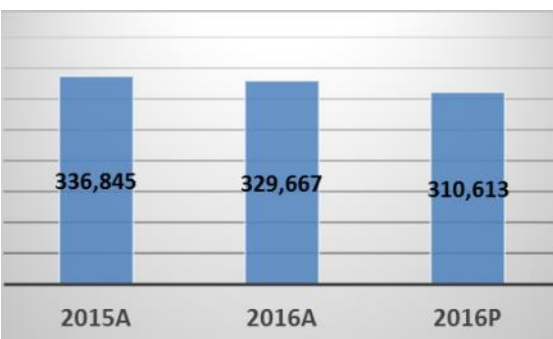
The City receives 1.25 cent sales tax for general purposes with the following allocation: 1/2 cent - street infrastructure (27A), 1/8 cent - community center operations and improvements (27C), 1/4 cent - general infrastructure (27D), and 3/8 cent - General Fund (27B). In addition, the City receives distributions from the County sales/use taxes. Sales taxes as of October are 1.3% above target for the year and 12.2% above this time in 2015. The City receives monthly disbursements from the State. The information in the chart includes accruals. See page 8 for more details on retail sales data.

### FRANCHISE FEES

Franchise agreements are long term and result in payments to the City of 5% of utility revenues. All franchise fee revenues are credited to the General Fund. Collections are down 4.3% in 2016 compared with the prior year. The primary reason for the decline is due to the price of gas as receipts are down 26.8% from October 2015. Phone, cable and DSL franchise fees are also down. However, electric is up 9.0% for the year. We are currently 4.0% below budgeted projections for collections as of October.



### COURT FINES



Court fines and fees represents about 7% of General Fund revenue. Court fines are slightly less than the prior year, down 2.1% in 2016. Revenues are 6.1% more than budgeted projections as of October. The revenues include funds sent to the state for fees as well as court costs and state drug and alcohol reimbursements. The municipal judge adopted a new fine structure which began in April 2016. Staff expects total revenue from court fees and fines to be down from 2015 overall at year end.

POSITIVE

CAUTION

NEGATIVE

\*Graphs indicate 2015 and 2016 Actuals and 2016 Projected



# Monthly Financial Status Report

October 31, 2016



## GENERAL FUND OVERVIEW

### REVENUE

General Fund revenue collected through October 2016 is \$4,629,349. Controlling for transfers, revenues are up \$226,289 compared to the prior year. Including transfers, revenues are up \$317,956 compared with 2015. As of October revenues exceed expectations as we have collected 93.8% of our total annual revenue projections 83% through the year. The City received its second major property tax payment in June. We received an additional \$36,750 in Ad Valorem taxes in the General Fund in September and will not receive another payment until January 2017.

Licenses and Permits are the lowest performing revenue category. This is primarily due to lower business license receipts than last year. Staff is currently investigating the reason for this difference. Franchise fees are the second lowest performing revenue category in the General Fund for the reasons articulated on page 1 of this report. Court fines are now just slightly below last year's collections. Sales/use taxes in the General Fund are coming in 12.2% higher than the prior year in the General Fund and on target compared with projections. Other revenues consist of lease payments, solid waste fees, donations, interest earnings, reimbursed expenses and miscellaneous revenues. The primary reason for the increase in this category compared with the prior year is higher revenues from lease payments from the 3rd floor west rental suite and higher solid waste revenues than the prior year.

| General Fund Operating                   |                     |                     |                    |                                             |                        |                                      |
|------------------------------------------|---------------------|---------------------|--------------------|---------------------------------------------|------------------------|--------------------------------------|
| Department                               | Actuals             |                     |                    | As of October 31, 2016 (83% of budget year) |                        |                                      |
|                                          | Budget              |                     |                    |                                             |                        |                                      |
|                                          | 2015 YTD            | 2016 YTD            | Difference         | 2016 Projections                            | % of 2016 Total Budget | \$ Diff Compared to 2016 Projections |
| <b>BEGINNING FUND BALANCE</b>            | \$ 1,922,771        | \$ 2,287,719        | \$ 364,948         |                                             |                        |                                      |
| <b>Revenues</b>                          |                     |                     |                    |                                             |                        |                                      |
| Property Taxes & Assessments             | \$ 1,484,309        | \$ 1,566,440        | \$ 82,131          | \$ 1,559,559.00                             | 100.44%                | \$ 6,881                             |
| Franchise Fees                           | \$ 402,821          | \$ 385,392          | \$ (17,429)        | \$ 481,938                                  | 79.97%                 | \$ (96,546)                          |
| Intergovernmental/Grants                 | \$ 191,699          | \$ 200,076          | \$ 8,377           | \$ 201,455                                  | 99.32%                 | \$ (1,379)                           |
| Sales Tax                                | \$ 1,120,477        | \$ 1,256,250        | \$ 135,773         | \$ 1,475,966                                | 85.11%                 | \$ (219,716)                         |
| Licenses and Permits                     | \$ 124,980          | \$ 105,465          | \$ (19,515)        | \$ 154,311                                  | 68.35%                 | \$ (48,846)                          |
| Fines/forfeitures                        | \$ 336,845          | \$ 329,667          | \$ (7,178)         | \$ 372,735                                  | 88.45%                 | \$ (43,068)                          |
| Other/Interest Income                    | \$ 650,262          | \$ 694,392          | \$ 44,130          | \$ 689,148                                  | 100.76%                | \$ 5,244                             |
| Transfers In                             | \$ -                | \$ 91,667           | \$ 91,667          | \$ 125,000                                  | 0.00%                  | \$ (33,333)                          |
| <b>TOTAL REVENUES</b>                    | <b>\$ 4,311,393</b> | <b>\$ 4,629,349</b> | <b>\$ 317,956</b>  | <b>\$ 4,935,112</b>                         | <b>93.80%</b>          | <b>\$ (397,430)</b>                  |
| <b>Expenditures</b>                      |                     |                     |                    |                                             |                        |                                      |
| General Overhead                         | \$ 757,155          | \$ 756,672          | \$ (483)           | \$ 1,329,976                                | 56.89%                 | \$ 573,304                           |
| Police Department                        | \$ 831,816          | \$ 864,231          | \$ 32,415          | \$ 1,132,543                                | 76.31%                 | \$ 268,312                           |
| Court                                    | \$ 83,755           | \$ 86,095           | \$ 2,340           | \$ 134,210                                  | 64.15%                 | \$ 48,115                            |
| Neighborhood Services                    | \$ 89,056           | \$ 97,805           | \$ 8,749           | \$ 121,692                                  | 80.37%                 | \$ 23,887                            |
| Administration                           | \$ 222,312          | \$ 223,646          | \$ 1,334           | \$ 288,476                                  | 77.53%                 | \$ 64,830                            |
| Public Works                             | \$ 515,271          | \$ 469,983          | \$ (45,288)        | \$ 625,123                                  | 75.18%                 | \$ 155,140                           |
| Employee Benefits                        | \$ 604,357          | \$ 569,256          | \$ (35,101)        | \$ 791,976                                  | 71.88%                 | \$ 222,720                           |
| City Council                             | \$ 42,261           | \$ 43,487           | \$ 1,226           | \$ 56,020                                   | 77.63%                 | \$ 12,533                            |
| Solid Waste                              | \$ 345,117          | \$ 360,735          | \$ 15,618          | \$ 458,916                                  | 78.61%                 | \$ 98,181                            |
| <b>TOTAL EXPENDITURES</b>                | <b>\$ 3,491,100</b> | <b>\$ 3,471,910</b> | <b>\$ (19,190)</b> | <b>\$ 4,938,932</b>                         | <b>70.30%</b>          | <b>\$ 1,467,022</b>                  |
| <b>INCREASE/DECREASE TO FUND BALANCE</b> | <b>\$ 820,293</b>   | <b>\$ 1,157,439</b> |                    |                                             |                        |                                      |
| <b>ENDING FUND BALANCE</b>               | <b>\$ 2,743,064</b> | <b>\$ 3,445,158</b> | <b>\$ 702,094</b>  |                                             |                        |                                      |

# Monthly Financial Status Report

October 31, 2016



## GENERAL FUND OVERVIEW (CONT)

### EXPENDITURES

General Fund expenditures through October of 2016 were slightly lower than actual expenditures for this time last year. Through October, the City has spent 70.3% of projected funds in 2016. The savings is primarily in health insurance and a reduction in transfers to the equipment fund for public works. The year-to-date report includes the \$55,883 annual fee for animal control services, the annual workman's compensation payment of \$36,527, and annual property liability insurance of \$37,062. Salaries and overtime are down for Public Works due to some salary savings from staff change overs and outsourcing mowing services. Increases in the Police expenses are primarily attributable to an increase in transfers to equipment reserves along with standard salary increases. In addition, there is a 28% savings in utility expenses and a 15% savings in phone and internet fees compared with October of 2015.

When conducting budget projections, City staff always assume an increase in the cost of health insurance. In 2016 the estimate was a 7% increase. Fortunately, 2016-17 rates through our insurance provider had only a 1-4% increase depending on the plan. As a result, we can expect a cost savings of about 3-6% this year in health insurance compared to projections.

## Pooled Cash & Investments

| Type of Investment                                  | Actual % | Invested Value      | Yield to Maturity |
|-----------------------------------------------------|----------|---------------------|-------------------|
| Fixed Income                                        |          |                     |                   |
| Government Bonds                                    | 9%       | \$ 708,271          | 7%                |
| Agency Bonds                                        | 48%      | \$ 4,603,194        | 76%               |
| Cash and Equivalents                                |          |                     |                   |
| TD Ameritrade and US Bank                           | 43%      | \$ 2,848,977        | -                 |
| <b>Subtotal of Investments</b>                      |          | <b>\$ 8,160,442</b> | <b>42%</b>        |
| <b>Duration of Investments (expressed in years)</b> |          |                     | <b>0.49</b>       |
| <b>Accrued Interest as of October 31, 2016</b>      |          | <b>\$ 18,841</b>    |                   |

Starting in December 2015 the City began to invest its idle cash using Columbia Capital Management as the City's asset managers. The City's initial investment was \$2,423,718. The Cash and Equivalents value illustrates the amount held in cash in the City's bank and investment accounts. Actual interest accrues at bond maturity. The majority of bonds will mature in December of this year. The yield to maturity is the anticipated return on a bond if held to maturity expressed in annual rate percentage terms. Performance for the month of October reflects accrued interest of \$18,841. As of year-end, all investment revenues are reinvested in the City's portfolio. According to current reports from Columbia Capital, we can anticipate approximately \$52,000 in annual interest in 2016 and approximately \$16,400 in management fees for a net benefit of \$35,600.

# Monthly Financial Status Report

October 31, 2016



## ALL BUDGETED FUNDS ACTUAL COMPARED TO PROJECTIONS

| Fund                          | YTD Actual Revenues | 2016 YTD Revenue Projections | Difference        | % of Total Projection |
|-------------------------------|---------------------|------------------------------|-------------------|-----------------------|
| General                       | \$ 4,629,349        | \$ 4,216,760                 | \$ 412,589        | 91%                   |
| Bond & Interest               | \$ 1,033,745        | \$ 967,501                   | \$ 66,244         | 89%                   |
| Special Highway               | \$ 181,318          | \$ 149,558                   | \$ 31,760         | 101%                  |
| Special Street (27A)          | \$ 697,311          | \$ 707,769                   | \$ (10,458)       | 82%                   |
| Community Center (27C)        | \$ 161,036          | \$ 154,431                   | \$ 6,605          | 87%                   |
| Special Infrastructure (27D)  | \$ 326,314          | \$ 315,000                   | \$ 11,314         | 86%                   |
| Equip & Building Reserve      | \$ 272,768          | \$ 272,768                   | \$ 1              | 83%                   |
| TIF 1 A/B-Bella Roe           | \$ 582,608          | \$ 485,688                   | \$ 96,920         | 100%                  |
| TDD #1 - Price Chopper        | \$ 224,431          | \$ 225,288                   | \$ (857)          | 83%                   |
| TDD #2 - Lowes                | \$ 111,880          | \$ 100,000                   | \$ 11,880         | 93%                   |
| CID #1 - Bella Roe/Walmart    | \$ 391,075          | \$ 380,853                   | \$ 10,222         | 86%                   |
| TIF 2A/D-McDonalds            | \$ 310,795          | \$ 250,000                   | \$ 60,795         | 104%                  |
| TIC 2C - Valley State Bank    | \$ 57,598           | \$ 39,783                    | \$ 17,815         | 121%                  |
| TIF 3A/C - 4800 Roe/Blvd Apts | \$ 230,792          | \$ 215,000                   | \$ 15,792         | 89%                   |
| Property Owners Association   | \$ 33,847           | \$ 28,206                    | \$ 5,641          | 100%                  |
| <b>TOTAL</b>                  | <b>\$ 9,244,867</b> | <b>\$ 8,508,606</b>          | <b>\$ 736,262</b> | <b>91%</b>            |

| Fund                          | YTD Actual Expenditures | 2016 YTD Expen. Projections | Difference          | % of Total Projection |
|-------------------------------|-------------------------|-----------------------------|---------------------|-----------------------|
| General                       | \$ 3,471,910            | \$ 4,938,932                | \$ 1,467,022        | 70%                   |
| Bond & Interest               | \$ 467,440              | \$ 1,322,933                | \$ 855,493          | 29%                   |
| Special Highway               | \$ 83,583               | \$ 118,939                  | \$ 35,356           | 59%                   |
| Special Street (27A)          | \$ 903,293              | \$ 577,368                  | \$ (325,926)        | 130%                  |
| Community Center (27C)        | \$ 93,374               | \$ 105,346                  | \$ 11,972           | 74%                   |
| Special Infrastructure (27D)  | \$ 364,938              | \$ 458,333                  | \$ 93,395           | 66%                   |
| Equip & Building Reserve      | \$ 340,535              | \$ 585,465                  | \$ 244,930          | 48%                   |
| TIF 1 A/B-Bella Roe           | \$ 377,620              | \$ 313,245                  | \$ (64,375)         | 100%                  |
| TDD #1 - Price Chopper        | \$ 206,761              | \$ 225,288                  | \$ 18,527           | 76%                   |
| TDD #2 - Lowes                | \$ 83,047               | \$ 100,000                  | \$ 16,953           | 69%                   |
| CID #1 - Bella Roe/Walmart    | \$ -                    | \$ -                        | \$ -                | 100%                  |
| TIF 2A/D-McDonalds            | \$ 132,097              | \$ 262,725                  | \$ 130,628          | 42%                   |
| TIC 2C - Valley State Bank    | \$ 57,032               | \$ 39,783                   | \$ (17,249)         | 119%                  |
| TIF 3A/C - 4800 Roe/Blvd Apts | \$ 41,144               | \$ 337,500                  | \$ 296,356          | 10%                   |
| Property Owners Association   | \$ 31,915               | \$ 26,563                   | \$ (5,353)          | 100%                  |
| <b>TOTAL</b>                  | <b>\$ 6,654,689</b>     | <b>\$ 9,412,420</b>         | <b>\$ 2,757,731</b> | <b>65%</b>            |

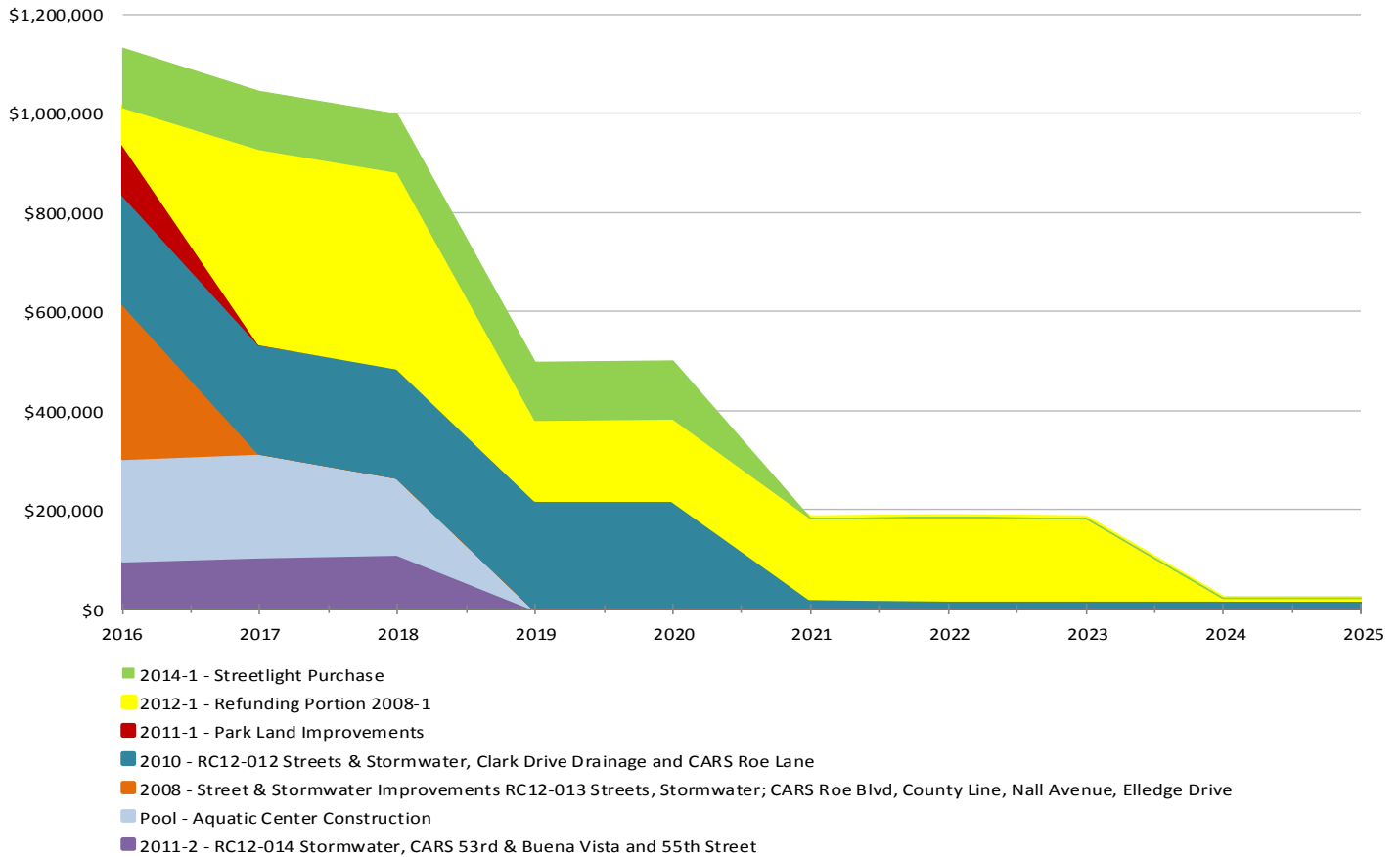
# Monthly Financial Status Report

October 31, 2016



## DEBT MANAGEMENT

**Roeland Park Debt Service 2016 - 2025**



| Bonds              | 2016                | 2017                | 2018              | 2019              | 2020              | 2021              |
|--------------------|---------------------|---------------------|-------------------|-------------------|-------------------|-------------------|
| Pool               | \$ 208,530          | \$ 211,860          | \$ 154,440        |                   |                   |                   |
| 2008               | \$ 313,390          |                     |                   |                   |                   |                   |
| 2010               | \$ 219,265          | \$ 220,454          | \$ 221,871        | \$ 221,633        | \$ 221,767        | \$ 21,417         |
| 2011-1             | \$ 107,153          |                     |                   |                   |                   |                   |
| 2011-2             | \$ 96,110           | \$ 104,310          | \$ 112,310        |                   |                   |                   |
| 2012               | \$ 68,938           | \$ 90,803           | \$ 392,593        | \$ 158,468        | \$ 162,568        | \$ 161,173        |
| 2014               | \$ 17,330           | \$ 16,968           | \$ 117,560        | \$ 117,085        | \$ 116,565        |                   |
| <b>Total Debt*</b> | <b>\$ 1,130,715</b> | <b>\$ 1,044,395</b> | <b>\$ 998,774</b> | <b>\$ 497,185</b> | <b>\$ 500,900</b> | <b>\$ 182,590</b> |

\*Total Debt is less reimbursements from special assessments. Chart reflects principal & interest payments.

# Monthly Financial Status Report

October 31, 2016



| <b>BOND &amp; INTEREST—DEBT SERVICE</b>                                                                                                             |                                              |                    |                        |                      |                                       |                    |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------|------------------------|----------------------|---------------------------------------|--------------------|---------------------------|
| <i>Debt Issue</i>                                                                                                                                   | <i>Approved by Council</i>                   | <i>Date Issued</i> | <i>Original Amount</i> | <i>Interest Rate</i> | <i>1/1/2016 Balance (w/ interest)</i> | <i>Date Expire</i> | <i>2016 Total Payment</i> |
| <b>General Obligations Bonds:</b>                                                                                                                   |                                              |                    |                        |                      |                                       |                    |                           |
| 2008 Bond Issue<br>RC12-013 Street Improvements<br>RC12-013 Stormwater Improvements<br>CARS Roe Blvd<br>County Line<br>Nall Avenue<br>Elledge Drive | 2003<br>2003<br>2001<br>2003<br>2004<br>2005 | Aug-08             | \$ 4,185,000           | 3.15-4.30            | \$ 373,140                            | 12/1/2023          | \$ 373,140                |
| 2010 Bond Issue:<br>RC12-012 Street Improvements<br>RC12-012 Stormwater Improvements<br>Clark Drive Drainage<br>CARS Roe Lane                       | 2004<br>2004<br>2007<br>2008                 | Aug-10             | \$ 3,345,000           | 1.50-3.50            | \$ 2,136,005                          | 12/1/2025          | \$ 311,860                |
| 2011-1 Bond Issue:<br>Park Land Improvements                                                                                                        | 2005 Purchase<br>2007 Demolition             | May-11             | \$ 525,000             | 0.91-1.00            | \$ 107,153                            | 9/1/2016           | \$ 107,153                |
| 2011-2 Bond Issue:<br>RC12-014 Stormwater<br>CARS 53rd & Buena Vista<br>CARS 55th Street                                                            | 2007<br>2010<br>2011                         | Aug-11             | \$ 1,565,000           | 2.00-3.40            | \$ 1,407,488                          | 9/1/2026           | \$ 199,698                |
| 2012-1 Bond Issue:<br>Refunding Portion 2008-1 (streets/stormwater)                                                                                 | Various See<br>original issue                | May-12             | \$ 1,970,000           | .65-2.4              | \$ 2,090,438                          | 12/1/2023          | \$ 68,938                 |
| 2012-1 Bond Issue (not shown on graph)<br>City Hall Improvements - Paid From TIF<br>Proceeds                                                        | 2011                                         | May-12             | \$ 980,000             | .65-1.7              | \$ 685,035                            | 12/1/2019          | \$ 169,270                |
| 2014-1 Bond Issue:<br>Streetlight Purchase                                                                                                          | 2014                                         | Nov-14             | \$ 650,000             | 2.25                 | \$ 585,514                            | 9/1/2020           | \$ 117,331                |
| *Lease purchase for equipment not included in this schedule- See Bldg/Equipment Reserve                                                             |                                              |                    |                        |                      | \$ 7,384,773                          |                    | \$ 1,347,390              |
| <b>Capital Lease Obligation*:</b>                                                                                                                   |                                              |                    |                        |                      |                                       |                    |                           |
| Pool, Refunding                                                                                                                                     |                                              | Jan-10             | \$ 1,750,000           | 2.0-4.0%             | \$ 622,388                            | 12/1/2018          | \$ 208,530                |
| *Lease purchase for equipment not included in this schedule- See Bldg/Equipment Reserve                                                             |                                              |                    |                        |                      | \$ 622,388                            |                    | \$ 208,530                |
| <b>Special Obligation Tax Increment</b>                                                                                                             |                                              |                    |                        |                      |                                       |                    |                           |
| <b>Revenue Bonds:</b> *Debt service resources are limited to TIF revenues received - City is not liable for debt                                    |                                              |                    |                        |                      |                                       |                    |                           |
| Series 2000, Valley State Bank Project                                                                                                              |                                              | Feb-00             | \$ 695,000             | 7.00                 | \$ 357,000                            |                    | \$ 97,400                 |
| Series 2005, Roeland Park Redevelopment LLC Project                                                                                                 |                                              | Feb-05             | \$ 4,495,000           | 4.60-5.75            | \$ 2,230,000                          |                    | \$ 373,894                |
|                                                                                                                                                     |                                              |                    |                        |                      | \$ 2,587,000                          |                    | \$ 488,295                |
| <b>Revenue Bonds:</b>                                                                                                                               |                                              |                    |                        |                      |                                       |                    |                           |
| <b>Transportation Development District:</b> *Debt service resources are limited to TDD revenues received - City is not liable for debt              |                                              |                    |                        |                      |                                       |                    |                           |
| Sales Tax Revenue Bonds, 2005 - Price Chopper/Shopping Center                                                                                       |                                              | Nov-05             | \$ 3,555,000           | 4.50-5.75            | \$ 2,440,000                          | 12/1/2025          | \$ 175,000                |
| Sales Tax Revenue Bonds, 2006A - Price Chopper/Shopping Center                                                                                      |                                              | Jan-06             | \$ 1,090,000           | 5.875                | \$ 835,000                            | 12/1/2025          | \$ 40,000                 |
| Sales Tax Revenue Bonds, 2006B - Lowes                                                                                                              |                                              | Jan-06             | \$ 1,690,000           | 5.125 - 5.875        | \$ 1,141,714                          | 12/1/2025          | \$ 1,141,714              |
|                                                                                                                                                     |                                              |                    |                        |                      | \$ 4,416,714                          |                    | \$ 1,356,714              |



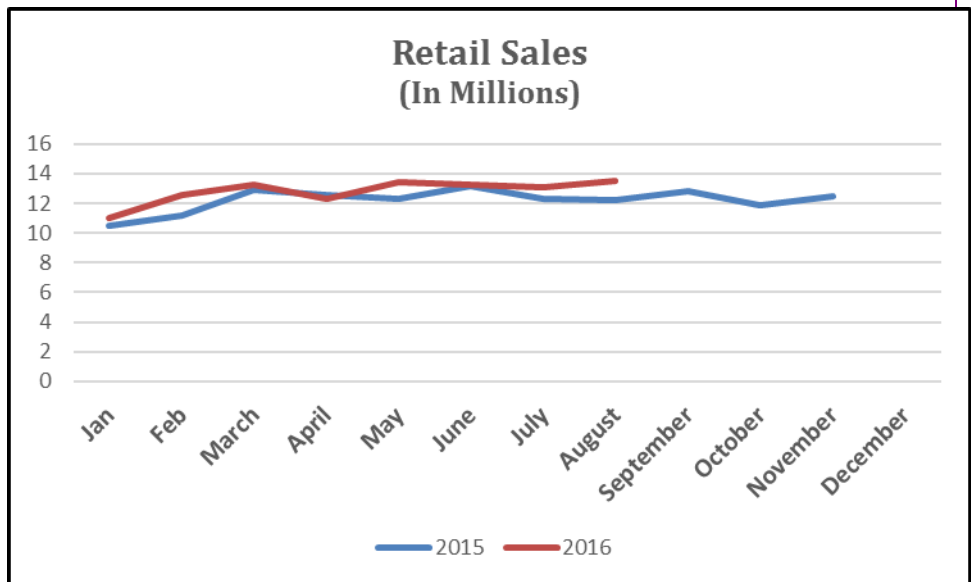
# Monthly Financial Status Report

October 31, 2016



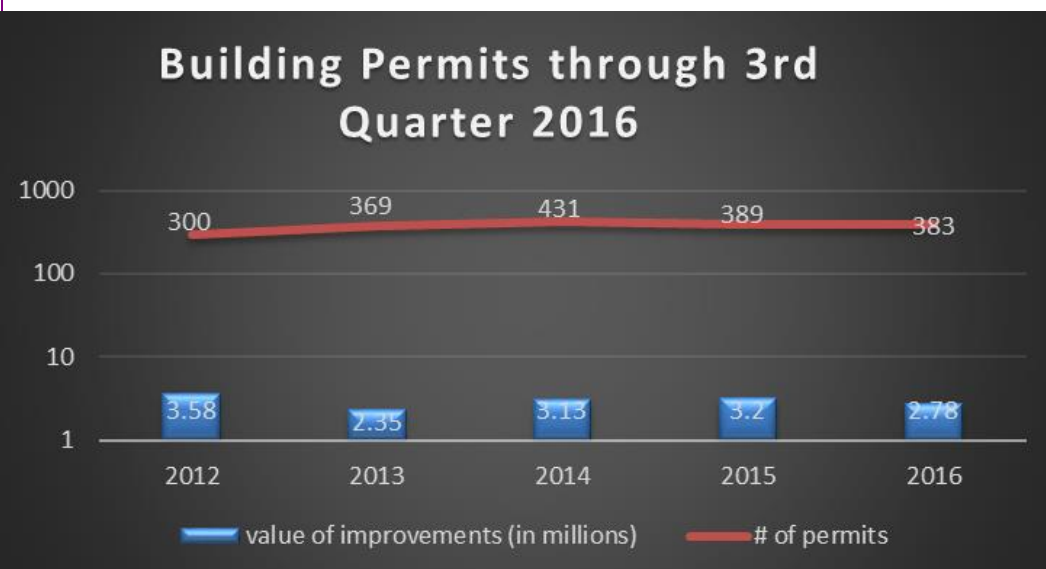
## COMMUNITY STATISTICS

**Retail Sales:** The County Economic Research Institute (CERI) provides information for the thirteen largest cities in Johnson County. CERI has provided retail sales figures through August 2016 which shows a 5.4% year-to-date increase compared to this time in 2015. The financial statements represent ten months of collections which include accruals (estimates) for months that have yet to be collected. Sales tax receipts are remitted by the state and are issued to the City two months after actual collection.



Attached is the latest report from CERI. For the month of August Johnson County as a whole has seen a 6.9% increase from last August and a 4.0% increase year-to-date from the prior year.

**Building Permits:** While the City of Roeland Park does not see a lot of new building construction, there continues to be a significant amount of permitting activities for a variety of improvements, primarily to residential properties. These improvements include building additions, HVAC replacements, remodels, roof, patio, deck installations, etc. Improvements provide an indicator as to the economic health and reinvestment in the community. The chart below illustrates the number and value of building permits through 3rd quarter comparing the current and prior years. Permits have remained relatively constant over time. Through the third quarter of 2016, permits approving work



within Roeland Park had a value of roughly \$2.78 million for 383 permits, or an average value of \$7,258 per permit. The City anticipates an uptick in permits pulled for business properties, specifically the northwest corner of Johnson Drive and Roe Boulevard as well as for some new single family homes that are scheduled to be built this year.

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# City of Roeland Park, Kansas

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## Monthly Financial Statements October 2016

Prepared by:



Training | Consulting | Accounting Services



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## Management Responsibility

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The organization's management is responsible for the information contained in these reports and for the development, implementation, and adherence of all financial policies and procedures. We recommend management carefully review all transactions contained in these reports to insure accuracy and clarity.

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## Table of Contents

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➤ **Statement of Financial Position**

*The statement of financial position gives a financial picture of the organization as of the end of the reporting period. It reflects the assets, liabilities, and net assets of the organization.*

### **Definition of Fund Accounting Terms**

**Net Assets** – Total Assets minus Total Liabilities. Net assets fall into one of three categories (from most restricted to least restricted):

1. **Permanently Restricted** – funds that may not be spent because of permanent restrictions by the donor. Depending on the donor's restrictions, investment "earnings" may be directed to a specific purpose (temporarily restricted) or may be used for unrestricted purposes.
2. **Temporarily Restricted** – funds that may be spent only for designated uses.
3. **Unrestricted** – funds available for general operations. These may be further separated as follows:
  - a. **Net Investment in Fixed Assets** - total fixed assets minus accumulated depreciation minus any loans related to the fixed assets.
  - b. **Board Designated** - although unrestricted, these amounts have been segregated by the board (or finance committee, elders, etc.) for special purposes.
  - c. **Unrestricted Funds – Prior Years** – cumulative net activity (revenues minus expenses) from all prior years.
  - d. **Unrestricted Funds – Current Year** – current year net activity (detailed on the Statement of Activities).

➤ **Statement of Activities**

*The statement of activities reflects the revenues and expenses of the organization for the current period of time—typically the current month and year-to-date. It can also be used to compare actual revenues and expenses to those budgeted.*



**City of Roeland Park**  
**Statement of Net Assets**  
**10/31/2016**

**Assets**

**Cash**

**Cash in General Checking - Pooled**

|      |                                   |    |            |  |
|------|-----------------------------------|----|------------|--|
| 1010 | General Fund                      | \$ | 544,293.47 |  |
| 1010 | Bond & Interest Fund              |    | 729,039.21 |  |
| 1010 | Special Highway Fund              |    | 129,479.90 |  |
| 1010 | Special Street Fund 27 - A        |    | 57,762.05  |  |
| 1010 | Community Center Fund Fund 27 - C |    | 292,165.67 |  |
| 1010 | Special Infrastructure 27 - D     |    | 90,878.26  |  |
| 1010 | Equipment & Bldg Reserve Fund     |    | 304,603.47 |  |
| 1010 | TIF 1A/B - Bella Roe / Walmart    |    | 270,898.07 |  |
| 1010 | TDD #1 - Price Chopper            |    | 32,645.27  |  |
| 1010 | TDD #2 - Lowes                    |    | 34,089.19  |  |
| 1010 | CID #1 - RP Shopping Center       |    | 567,867.54 |  |
| 1010 | TIF 2A/D - McDonalds / City Hall  |    | 359,053.74 |  |
| 1010 | TIF 2C - Valley State Bank        |    | 1,170.31   |  |
| 1010 | TIF 3A - Boulevard Apts           |    | -          |  |
| 1010 | TIF 3C - Old Pool Area            |    | 278,057.55 |  |
| 1010 | KCP&L Streetlights                |    | -          |  |
| 1011 | TIF 1A/B - Bella Roe / Walmart    |    | 127,000.00 |  |
| 1012 | Special Law Enforcement Fund      |    | 8,212.83   |  |

**Total Cash in General Checking - Pooled** 3,827,216.53

**Cash in Other Accounts**

|      |                                    |  |            |  |
|------|------------------------------------|--|------------|--|
| 1020 | Cash - Municipal Court             |  | 20,765.38  |  |
| 1040 | Cash - Pool Bond Reserve           |  | 157,500.08 |  |
| 1050 | Cash - Property Owners Association |  | 14,583.01  |  |
| 1090 | Petty Cash Funds                   |  | 200.00     |  |

**Total Cash in Other Accounts** 193,048.47

**Restricted Cash**

|      |                                          |  |            |  |
|------|------------------------------------------|--|------------|--|
| 1060 | Cash - Debt Service - Revenue Restricted |  | 99,779.82  |  |
| 1070 | Cash - Restricted Asset - Bond Reserve   |  | 465,378.73 |  |
| 1080 | Cash - With Trustee                      |  | 190,866.39 |  |

**Total Restricted Cash** 756,024.94

**Total Cash** 4,776,289.94

1310 **Invested Assets** 4,734,966.49

**Other Current Assets**

|            |                             |  |              |  |
|------------|-----------------------------|--|--------------|--|
| 1110..1115 | Accounts Receivable         |  | 2,105,831.40 |  |
| 1140       | Interfund Receivable        |  | -            |  |
| 1130..1135 | Interest & Taxes Receivable |  | 4,209,810.39 |  |
| 1210       | Prepaid Expenses            |  | -            |  |

**Total Other Current Assets** 6,315,641.79

**Total Assets** **\$ 15,826,898.22**



**City of Roeland Park**  
**Statement of Net Assets**  
10/31/2016

**Liabilities & Net Assets**

|                            |                                           |                         |
|----------------------------|-------------------------------------------|-------------------------|
| <b>Current Liabilities</b> |                                           |                         |
| 2005                       | Accounts Payable                          | -                       |
| 2006                       | Accrued Wages                             | 31,363.91               |
| 2010                       | Federal Withholding Payable               | (37.53)                 |
| 2020                       | State Withholding Payable                 | 2,245.01                |
| 2030                       | City Withholding Payable                  | 58.11                   |
| 2040                       | KPERS Accrued Employee                    | (727.77)                |
| 2045                       | KP&F Employee Withholding Payable         | 335.69                  |
| 2050                       | Insurance Withholding Payable             | (104.24)                |
| 2035,2052                  | Other Withholding Payable                 | (398.83)                |
| 2055                       | Employee Garnishment Payable              | -                       |
| 2060                       | Section 457 Employee Payable              | (1,221.40)              |
| 2065                       | Due to General Fund                       | -                       |
|                            | <b>Total Current Liabilities</b>          | 31,512.95               |
| <b>Other Liabilities</b>   |                                           |                         |
| 2080                       | Liability for Court Bonds                 | 20,765.38               |
| 2110                       | Deferred Revenue                          | 5,563,347.11            |
| 2805                       | Bond Payment Liability                    | 1,298,229.00            |
|                            | <b>Total Other Liabilities</b>            | 6,882,341.49            |
|                            | <b>Total Liabilities</b>                  | 6,913,854.44            |
| <b>Net Assets</b>          |                                           |                         |
| 2910..2970                 | Net Assets - General                      | 3,604,579.05            |
| 2910..2970                 | Net Assets - Special Law Enforcement Fund | 8,212.83                |
| 2910..2970                 | Net Assets - Debt Service                 | 987,532.80              |
| 2910..2970                 | Net Assets - Special Revenue Projects     | 3,993,532.62            |
| 2910..2970                 | Net Assets - Capital Projects             | 304,603.47              |
| 2910..2970                 | Net Assets - Property Owners Association  | 14,583.01               |
|                            | <b>Total Net Assets</b>                   | 8,913,043.78            |
|                            | <b>Total Liabilities &amp; Net Assets</b> | <b>\$ 15,826,898.22</b> |

**City of Roeland Park**  
**Statement of Net Assets - BY FUND GROUP**  
10/31/2016

|                                                | General           | Debt Service      | Special Revenue     | Capital Projects  | TOTAL               |
|------------------------------------------------|-------------------|-------------------|---------------------|-------------------|---------------------|
| <b>Assets</b>                                  |                   |                   |                     |                   |                     |
| <b>Cash</b>                                    |                   |                   |                     |                   |                     |
| <b>Cash in General Checking - Pooled</b>       |                   |                   |                     |                   |                     |
| General Fund                                   | \$ 544,293.47     |                   |                     |                   | \$ 544,293.47       |
| Bond & Interest Fund                           |                   | 729,039.21        |                     |                   | 729,039.21          |
|                                                | 0                 |                   | 129,479.90          |                   | 129,479.90          |
| Special Street Fund 27 - A                     |                   |                   | 57,762.05           |                   | 57,762.05           |
| Special Street Fund 27 - C                     |                   |                   | 292,165.67          |                   | 292,165.67          |
| Special Infrastructure 27 - D                  |                   |                   | 90,878.26           |                   | 90,878.26           |
| Equipment & Bldg Reserve Fund                  |                   |                   |                     | 304,603.47        | 304,603.47          |
| TIF 1A/B - Bella Roe / Walmart                 |                   |                   | 270,898.07          |                   | 270,898.07          |
| TDD#1 - Price Chopper                          |                   |                   | 32,645.27           |                   | 32,645.27           |
| TDD#2 - Lowes                                  |                   |                   | 34,089.19           |                   | 34,089.19           |
| CID #1 - RP Shopping Center                    |                   |                   | 567,867.54          |                   | 567,867.54          |
| TIF 2A/D - McDonalds / City Hall               |                   |                   | 359,053.74          |                   | 359,053.74          |
| TIF 2C - Valley State Bank                     |                   |                   | 1,170.31            |                   | 1,170.31            |
| TIF 3A - Boulevard Apts                        |                   |                   | -                   |                   | -                   |
| TIF 3C - Old Pool Area                         |                   |                   | 278,057.55          |                   | 278,057.55          |
| KCP&L Streetlights                             |                   |                   |                     | -                 | -                   |
| TIF 1A/B - Bella Roe / Walmart                 |                   |                   | 127,000.00          |                   | 127,000.00          |
| Special Law Enforcement Fund                   | 8,212.83          | -                 | -                   | -                 | 8,212.83            |
| <b>Total Cash in General Checking - Pooled</b> | <u>552,506.30</u> | <u>729,039.21</u> | <u>2,241,067.55</u> | <u>304,603.47</u> | <u>3,827,216.53</u> |



**City of Roeland Park**  
**Statement of Net Assets - BY FUND GROUP**  
10/31/2016

|                                          | General                       | Debt Service                  | Special Revenue               | Capital Projects            | TOTAL                          |
|------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-----------------------------|--------------------------------|
| <b>Assets (continued)</b>                |                               |                               |                               |                             |                                |
| <b>Cash in Other Accounts</b>            |                               |                               |                               |                             |                                |
| Cash - Municipal Court                   | 20,765.38                     |                               |                               |                             | 20,765.38                      |
| Cash - Pool Bond Reserve                 | 157,500.08                    |                               |                               |                             | 157,500.08                     |
| Cash - Property Owners Association       |                               |                               | 14,583.01                     |                             | 14,583.01                      |
| Petty Cash Funds                         | 200.00                        | -                             | -                             | -                           | 200.00                         |
| <b>Total Cash in Other Accounts</b>      | <u>178,465.46</u>             | <u>-</u>                      | <u>14,583.01</u>              | <u>-</u>                    | <u>193,048.47</u>              |
| <b>Restricted Cash</b>                   |                               |                               |                               |                             |                                |
| Cash - Debt Service - Revenue Restricted | -                             | -                             | 99,779.82                     | -                           | 99,779.82                      |
| Cash - Restricted Asset - Bond Reserve   | -                             | -                             | 465,378.73                    | -                           | 465,378.73                     |
| Cash - With Trustee                      | -                             | -                             | 190,866.39                    | -                           | 190,866.39                     |
| <b>Total Restricted Cash</b>             | <u>-</u>                      | <u>-</u>                      | <u>756,024.94</u>             | <u>-</u>                    | <u>756,024.94</u>              |
| <b>Total Cash</b>                        | <u>730,971.76</u>             | <u>729,039.21</u>             | <u>3,011,675.50</u>           | <u>304,603.47</u>           | <u>4,776,289.94</u>            |
| <b>Invested Assets</b>                   | <u>2,613,545.45</u>           | <u>258,493.59</u>             | <u>1,862,927.45</u>           | <u>-</u>                    | <u>4,734,966.49</u>            |
| <b>Other Current Assets</b>              |                               |                               |                               |                             |                                |
| Accounts Receivable                      | -                             | 2,105,831.40                  | -                             | -                           | 2,105,831.40                   |
| Interest & Taxes Receivable              | 2,321,580.56                  | 350,608.08                    | 1,537,621.75                  | -                           | 4,209,810.39                   |
| Prepaid Expenses                         | -                             | -                             | -                             | -                           | -                              |
| <b>Total Other Current Assets</b>        | <u>2,321,580.56</u>           | <u>2,456,439.48</u>           | <u>1,537,621.75</u>           | <u>-</u>                    | <u>6,315,641.79</u>            |
| <b>Total Assets</b>                      | <u><b>\$ 5,666,097.77</b></u> | <u><b>\$ 3,443,972.28</b></u> | <u><b>\$ 6,412,224.70</b></u> | <u><b>\$ 304,603.47</b></u> | <u><b>\$ 15,826,898.22</b></u> |

**City of Roeland Park**  
**Statement of Net Assets - BY FUND GROUP**  
10/31/2016

|                                           | General                | Debt Service           | Special Revenue        | Capital Projects     | TOTAL                   |
|-------------------------------------------|------------------------|------------------------|------------------------|----------------------|-------------------------|
| <b>Liabilities &amp; Net Assets</b>       |                        |                        |                        |                      |                         |
| <b>Current Liabilities</b>                |                        |                        |                        |                      |                         |
| Accounts Payable                          | -                      | -                      | -                      | -                    | -                       |
| Accrued Wages                             | 31,363.91              | -                      | -                      | -                    | 31,363.91               |
| Federal Withholding Payable               | (37.53)                | -                      | -                      | -                    | (37.53)                 |
| State Withholding Payable                 | 2,245.01               | -                      | -                      | -                    | 2,245.01                |
| Payroll Payables                          | 219.11                 | -                      | -                      | -                    | 219.11                  |
| KPERS Accrued Employee                    | (727.77)               | -                      | -                      | -                    | (727.77)                |
| KP&F Employee Withholding Payable         | 335.69                 | -                      | -                      | -                    | 335.69                  |
| Insurance Withholding Payable             | (104.24)               | -                      | -                      | -                    | (104.24)                |
| Supplemental Insurance Payable            | (559.83)               | -                      | -                      | -                    | (559.83)                |
| Employee Garnishment Payable              | -                      | -                      | -                      | -                    | -                       |
| Section 457 Employee Payable              | (1,221.40)             | -                      | -                      | -                    | (1,221.40)              |
| Due to General Fund                       | -                      | -                      | -                      | -                    | -                       |
| <b>Total Current Liabilities</b>          | <b>31,512.95</b>       | <b>-</b>               | <b>-</b>               | <b>-</b>             | <b>31,512.95</b>        |
| <b>Other Liabilities</b>                  |                        |                        |                        |                      |                         |
| Liability for Court Bonds                 | 20,765.38              | -                      | -                      | -                    | 20,765.38               |
| Liability for Temporary Notes             | -                      | -                      | -                      | -                    | -                       |
| Deferred Revenue                          | 2,001,027.56           | 2,456,439.48           | 1,105,880.07           | -                    | 5,563,347.11            |
| Bond Payment Liability                    | -                      | -                      | 1,298,229.00           | -                    | 1,298,229.00            |
| <b>Total Other Liabilities</b>            | <b>2,021,792.94</b>    | <b>2,456,439.48</b>    | <b>2,404,109.07</b>    | <b>-</b>             | <b>6,882,341.49</b>     |
| <b>Total Liabilities</b>                  | <b>2,053,305.89</b>    | <b>2,456,439.48</b>    | <b>2,404,109.07</b>    | <b>-</b>             | <b>6,913,854.44</b>     |
| <b>Net Assets</b>                         |                        |                        |                        |                      |                         |
| Net Assets                                | 2,214,058.85           | 421,227.33             | 1,240,532.13           | 342,370.50           | 4,218,188.81            |
| Net Assets - Debt Service                 | 239,373.00             | -                      | 1,803,380.70           | -                    | 2,042,753.70            |
| Net Assets - Reserved Future Projects     | -                      | -                      | -                      | -                    | -                       |
| Net Assets - Reserved for Encumbrances    | -                      | -                      | -                      | -                    | -                       |
| Net Assets - Restricted Special Law       | -                      | -                      | -                      | -                    | -                       |
| Net Assets - Building Reserve             | -                      | -                      | -                      | 30,000.00            | 30,000.00               |
| Net Assets - Contingency                  | -                      | -                      | 30,000.00              | -                    | 30,000.00               |
| Total Beginning Net Assets                | 2,453,431.85           | 421,227.33             | 3,073,912.83           | 372,370.50           | 6,320,942.51            |
| Current Fund Balance                      | 1,159,360.03           | 566,305.47             | 934,202.80             | (67,767.03)          | 2,592,101.27            |
| <b>Total Net Assets</b>                   | <b>3,612,791.88</b>    | <b>987,532.80</b>      | <b>4,008,115.63</b>    | <b>304,603.47</b>    | <b>8,913,043.78</b>     |
| <b>Total Liabilities &amp; Net Assets</b> | <b>\$ 5,666,097.77</b> | <b>\$ 3,443,972.28</b> | <b>\$ 6,412,224.70</b> | <b>\$ 304,603.47</b> | <b>\$ 15,826,898.22</b> |



**City of Roeland Park**  
**Schedule of Cash Balances**  
For the Period Ended 10/31/2016

|                                |                                          | 12/31/2015<br>Balance | 2016 Activity   |                 | Transfers to/from<br>Trustee Accounts | 10/31/2016<br>Balance |
|--------------------------------|------------------------------------------|-----------------------|-----------------|-----------------|---------------------------------------|-----------------------|
| Cash & Cash Equivalents        |                                          |                       | Receipts        | Disbursements   |                                       |                       |
| Cash in US Bank - Pooled       |                                          |                       |                 |                 |                                       |                       |
| 1010                           | General Fund                             | 996,305.14            | 4,618,453.44    | 5,070,465.11    | -                                     | 544,293.47            |
| 1010                           | Bond & Interest Fund                     | 197,509.56            | 1,029,724.57    | 498,194.92      | -                                     | 729,039.21            |
| 1010                           | Special Highway Fund                     | 39,817.20             | 181,318.05      | 91,655.35       | -                                     | 129,479.90            |
| 1010                           | Special Street Fund 27 - A               | 274,013.97            | 695,717.59      | 911,969.51      | -                                     | 57,762.05             |
| 1010                           | Community Center Fund Fund 27 - C        | 226,351.11            | 161,036.18      | 95,221.62       | -                                     | 292,165.67            |
| 1010                           | Special Infrastructure 27 - D            | 130,123.46            | 326,314.32      | 365,559.52      | -                                     | 90,878.26             |
| 1010                           | Equipment & Bldg Reserve Fund            | 372,370.50            | 272,767.50      | 340,534.53      | -                                     | 304,603.47            |
| 1010                           | TIF 1A/B - Bella Roe / Walmart           | 234,636.78            | 565,827.29      | 1,086.00        | (528,480.00)                          | 270,898.07            |
| 1010                           | TDD #1 - Price Chopper                   | 75,682.71             | 224,423.56      | 3,629.00        | (263,832.00)                          | 32,645.27             |
| 1010                           | TDD #2 - Lowes                           | 45,114.17             | 111,876.42      | 616.40          | (122,285.00)                          | 34,089.19             |
| 1010                           | CID #1 - RP Shopping Center              | 219,616.88            | 385,765.12      | 37,514.46       | -                                     | 567,867.54            |
| 1010                           | TIF 2A/D - McDonalds / City Hall         | 328,489.75            | 310,233.18      | 279,669.19      | -                                     | 359,053.74            |
| 1010                           | TIF 2C - Valley State Bank               | 699.99                | 57,597.32       | 127.00          | (57,000.00)                           | 1,170.31              |
| 1010                           | TIF 3A - Boulevard Apts                  | -                     | -               | -               | -                                     | -                     |
| 1010                           | TIF 3C - Old Pool Area                   | 777,045.66            | 228,327.20      | 727,315.31      | -                                     | 278,057.55            |
| 1011                           | TIF 1A/B - Bella Roe / Walmart           | 127,000.00            | -               | -               | -                                     | 127,000.00            |
| 1012                           | Special Law Enforcement Fund             | 8,212.83              | -               | -               | -                                     | 8,212.83              |
| Total Cash in US Bank - Pooled |                                          | 4,052,989.71          | 9,169,381.74    | 8,423,557.92    | (971,597.00)                          | 3,827,216.53          |
| Cash in Other Accounts         |                                          |                       |                 |                 |                                       |                       |
| 1020                           | Cash - Municipal Court                   | 22,169.38             | 1,500.00        | 2,904.00        | -                                     | 20,765.38             |
| 1040                           | Cash - Pool Bond Reserve                 | 157,500.08            | -               | -               | -                                     | 157,500.08            |
| 1050                           | Cash - Property Owners Association       | 12,651.01             | 33,847.00       | 31,915.00       | -                                     | 14,583.01             |
| 1090                           | Petty Cash                               | 200.00                | -               | -               | -                                     | 200.00                |
| Total Cash in Other Accounts   |                                          | 192,520.47            | 35,347.00       | 34,819.00       | -                                     | 193,048.47            |
| Restricted Cash                |                                          |                       |                 |                 |                                       |                       |
| 1060                           | Cash - Debt Service - Revenue Restricted | 1,480.62              | 13.66           | 10,225.00       | 108,510.54                            | 99,779.82             |
| 1070                           | Cash - Restricted Asset - Bond Reserve   | 466,176.21            | 16,763.05       | -               | (17,560.53)                           | 465,378.73            |
| 1080                           | Cash - With Trustee                      | 22,098.09             | 15.22           | 711,893.91      | 880,646.99                            | 190,866.39            |
| Total Restricted Cash          |                                          | 489,754.92            | 16,791.93       | 722,118.91      | 971,597.00                            | 756,024.94            |
| Total Cash                     |                                          | \$ 4,735,265.10       | \$ 9,221,520.67 | \$ 9,180,495.83 | \$ -                                  | \$ 4,776,289.94       |





**City of Roeland Park**  
**Statement of Activities**  
**Year-to-Date Fund Summary**  
**For the Period Ended 10/31/2016**

|                      | <u>General</u>         | <u>Debt Service</u>    | <u>Special Revenue</u> | <u>Capital Projects</u> | <u>Total<br/>Funds</u> |
|----------------------|------------------------|------------------------|------------------------|-------------------------|------------------------|
| Total Revenue        | \$ <u>4,631,269.60</u> | \$ <u>1,033,745.27</u> | \$ <u>3,309,005.38</u> | \$ <u>272,767.50</u>    | \$ <u>9,246,787.75</u> |
| Total Expenditures   | \$ <u>3,471,909.57</u> | \$ <u>467,439.80</u>   | \$ <u>2,374,802.58</u> | \$ <u>340,534.53</u>    | \$ <u>6,654,686.48</u> |
| Change in Net Assets | \$ <u>1,159,360.03</u> | \$ <u>566,305.47</u>   | \$ <u>934,202.80</u>   | \$ <u>(67,767.03)</u>   | \$ <u>2,592,101.27</u> |



**City of Roeland Park**  
**Statement of Activities**  
**For the Period Ended 10/31/2016**

|            |                                   | Unencumbered  |              |                 |                   |                 |                 |         |
|------------|-----------------------------------|---------------|--------------|-----------------|-------------------|-----------------|-----------------|---------|
|            |                                   | Current Month | Year to Date | Budget to Date  | Variance          | Annual Budget   | Balance         | % Used  |
| Revenues   |                                   |               |              |                 |                   |                 |                 |         |
| 4010       | Cash Carryforward                 | \$ -          | \$ -         | \$ 6,494,666.00 | \$ (6,494,666.00) | \$ 6,494,666.00 | \$ 6,494,666.00 | 0.00%   |
| 4020       | Recreational Vehicle Tax          | 54.09         | 895.93       | 550.00          | 345.93            | 661.00          | (234.93)        | 135.54% |
| 4021       | Commercial Vehicle Tax            | -             | -            | 810.00          | (810.00)          | 969.00          | 969.00          | 0.00%   |
| 4040       | Heavy Trucks Tax                  | -             | 636.98       | 70.00           | 566.98            | 81.00           | (555.98)        | 786.40% |
| 4050       | Ad Valorem Tax                    | (0.33)        | 1,804,071.93 | 1,762,020.00    | 42,051.93         | 2,114,424.00    | 310,352.07      | 85.32%  |
| 4060       | Motor Vehicle Tax                 | 32,266.88     | 233,044.37   | 196,500.00      | 36,544.37         | 235,795.00      | 2,750.63        | 98.83%  |
| 4070       | Personal Property Tax-Delinquent  | -             | 320.52       | 40.00           | 280.52            | 50.00           | (270.52)        | 641.04% |
| 4080       | Real Property Tax - Delinquent    | 2,409.89      | 31,069.69    | 11,670.00       | 19,399.69         | 14,000.00       | (17,069.69)     | 221.93% |
| 4110       | City/County Sales & Use Tax       | 242,111.87    | 2,364,771.46 | 2,437,040.00    | (72,268.54)       | 2,924,442.00    | 559,670.54      | 80.86%  |
| 4115       | Sales Tax 27B (280 Fund)          | 50,655.51     | 483,108.49   | 473,330.00      | 9,778.49          | 568,000.00      | 84,891.51       | 85.05%  |
| 4120       | County Jail Tax                   | 13,348.07     | 136,778.34   | 129,610.00      | 7,168.34          | 155,530.00      | 18,751.66       | 87.94%  |
| 4130       | Safety Sales Tax                  | 13,348.06     | 120,910.24   | 129,610.00      | (8,699.76)        | 155,530.00      | 34,619.76       | 77.74%  |
| 4140       | Spec City/County Highway Fund     | 48,574.33     | 181,318.05   | 147,500.00      | 33,818.05         | 177,000.00      | (4,318.05)      | 102.44% |
| 4150       | CARS Funding                      | -             | -            | 35,830.00       | (35,830.00)       | 43,000.00       | 43,000.00       | 0.00%   |
| 4210       | Street Cutting Permit             | 85.00         | 3,060.00     | 2,500.00        | 560.00            | 3,000.00        | (60.00)         | 102.00% |
| 4215       | Building Permit                   | 4,410.00      | 42,579.00    | 37,500.00       | 5,079.00          | 45,000.00       | 2,421.00        | 94.62%  |
| 4220       | Electrical Permit                 | 640.00        | 2,870.00     | 2,330.00        | 540.00            | 2,800.00        | (70.00)         | 102.50% |
| 4225       | Mechanical Permit                 | 315.00        | 4,181.00     | 4,170.00        | 11.00             | 5,000.00        | 819.00          | 83.62%  |
| 4230       | Plumbing Permit                   | 489.00        | 1,563.00     | 830.00          | 733.00            | 1,000.00        | (563.00)        | 156.30% |
| 4235       | Garage Sale Permit                | 75.00         | 490.00       | 420.00          | 70.00             | 500.00          | 10.00           | 98.00%  |
| 4240       | Sign Permit                       | -             | 510.00       | 420.00          | 90.00             | 500.00          | (10.00)         | 102.00% |
| 4245       | Cereal Malt Beverage License      | (82.00)       | (82.00)      | 310.00          | (392.00)          | 375.00          | 457.00          | -21.87% |
| 4250       | Animal Licenses                   | 207.00        | 6,608.00     | 7,080.00        | (472.00)          | 8,500.00        | 1,892.00        | 77.74%  |
| 4255       | Home Occupational Licenses        | 40.00         | 200.00       | 1,670.00        | (1,470.00)        | 2,000.00        | 1,800.00        | 10.00%  |
| 4260       | Rental Licenses                   | 1,746.51      | 31,766.29    | 27,500.00       | 4,266.29          | 33,000.00       | 1,233.71        | 96.26%  |
| 4265       | Business Occupational Licenses    | 1,850.00      | 11,720.00    | 41,670.00       | (29,950.00)       | 50,000.00       | 38,280.00       | 23.44%  |
| 4310       | Franchise Tax - Electric          | 38,025.10     | 225,569.26   | 212,500.00      | 13,069.26         | 255,000.00      | 29,430.74       | 88.46%  |
| 4320       | Franchise Tax - Gas               | 3,915.26      | 78,930.04    | 111,900.00      | (32,969.96)       | 134,280.00      | 55,349.96       | 58.78%  |
| 4330       | Franchise Tax - Telephone         | 489.20        | 7,829.76     | 9,390.00        | (1,560.24)        | 11,270.00       | 3,440.24        | 69.47%  |
| 4340       | Franchise Tax - Telecable         | -             | 48,324.14    | 52,500.00       | (4,175.86)        | 63,000.00       | 14,675.86       | 76.70%  |
| 4350       | Franchise Tax - Video             | 5,440.25      | 25,039.19    | 19,170.00       | 5,869.19          | 23,000.00       | (2,039.19)      | 108.87% |
| 4393       | Bullet Proof Vest Grant           | 399.41        | 1,620.14     | -               | 1,620.14          | -               | (1,620.14)      | N/A     |
| 4410       | Fines                             | 23,414.50     | 309,228.05   | 312,970.00      | (3,741.95)        | 375,559.00      | 66,330.95       | 82.34%  |
| 4415       | Court Costs                       | 2,150.00      | 4,970.00     | -               | 4,970.00          | -               | (4,970.00)      | N/A     |
| 4420       | State Fees                        | 2,046.00      | 15,268.00    | -               | 15,268.00         | -               | (15,268.00)     | N/A     |
| 4440       | Alcohol/Drug State Reimbursement  | -             | 200.70       | -               | 200.70            | -               | (200.70)        | N/A     |
| 4510..4511 | Interest On Investment            | 29,886.29     | 46,729.15    | 14,340.00       | 32,389.15         | 17,200.00       | (29,529.15)     | 271.68% |
| 4520       | Other Sources                     | -             | 51,220.41    | 45,830.00       | 5,390.41          | 55,000.00       | 3,779.59        | 93.13%  |
| 4530       | Reimbursed Expenses               | -             | 14,291.41    | 79,790.00       | (65,498.59)       | 95,750.00       | 81,458.59       | 14.93%  |
| 4610       | Special Assessments               | -             | 3,752.16     | 2,500.00        | 1,252.16          | 3,000.00        | (752.16)        | 125.07% |
| 4620       | Special Assessment Tax-Delinquent | 866.32        | 951.09       | -               | 951.09            | -               | (951.09)        | N/A     |
| 4630       | Storm Drainage RC12-013           | -             | 62,569.74    | 49,790.00       | 12,779.74         | 59,750.00       | (2,819.74)      | 104.72% |
| 4640       | Storm Drainage RC12-012           | -             | 94,646.84    | 77,160.00       | 17,486.84         | 92,595.00       | (2,051.84)      | 102.22% |
| 4650       | Storm Drainage RC12-014           | -             | 109,223.71   | 86,320.00       | 22,903.71         | 103,588.00      | (5,635.71)      | 105.44% |
| 4710       | Apt Tower Lease Payment           | 1,620.06      | 14,580.59    | 16,650.00       | (2,069.41)        | 19,980.00       | 5,399.41        | 72.98%  |
| 4713       | Voicestream Wireless Payment      | 1,620.07      | 14,580.57    | 16,650.00       | (2,069.43)        | 19,981.00       | 5,400.43        | 72.97%  |
| 4716       | Clearwire Tower Lease Paymt       | 1,620.06      | 14,580.55    | -               | 14,580.55         | -               | (14,580.55)     | N/A     |
| 4720       | Plans & Spec's                    | -             | 1,931.00     | 1,250.00        | 681.00            | 1,500.00        | (431.00)        | 128.73% |
| 4725       | Police Reports                    | 555.00        | 4,535.00     | 1,830.00        | 2,705.00          | 2,200.00        | (2,335.00)      | 206.14% |
| 4730       | Tax Increment Income              | -             | 672,260.32   | 458,950.00      | 213,310.32        | 550,740.00      | (121,520.32)    | 122.06% |

**City of Roeland Park**  
**Statement of Activities**  
**For the Period Ended 10/31/2016**

|                       |                                   |                   |                     |                      |                       |                      |                     | Unencumbered  |
|-----------------------|-----------------------------------|-------------------|---------------------|----------------------|-----------------------|----------------------|---------------------|---------------|
|                       |                                   | Current Month     | Year to Date        | Budget to Date       | Variance              | Annual Budget        | Balance             | % Used        |
| 4731                  | Tax Increment Income 3a           | -                 | 198,643.91          | 105,210.00           | 93,433.91             | 126,250.00           | (72,393.91)         | 157.34%       |
| 4735                  | Tax Increment Income IB           | -                 | 291,080.76          | 171,670.00           | 119,410.76            | 206,000.00           | (85,080.76)         | 141.30%       |
| 4755                  | 3rd Floor Lease Revenues          | 3,441.67          | 32,771.34           | 25,000.00            | 7,771.34              | 30,000.00            | (2,771.34)          | 109.24%       |
| 4760                  | Community Events Sponsorship      | -                 | 80.95               | -                    | 80.95                 | -                    | (80.95)             | N/A           |
| 4768                  | Service Line Agreement            | -                 | -                   | 2,080.00             | (2,080.00)            | 2,500.00             | 2,500.00            | 0.00%         |
| 4770                  | Solid Waste Agreement             | 1,062.33          | 507,172.11          | 416,160.00           | 91,012.11             | 499,388.00           | (7,784.11)          | 101.56%       |
| 4775                  | RPPOA Contract                    | -                 | 31,875.00           | 26,560.00            | 5,315.00              | 31,875.00            | -                   | 100.00%       |
| 4787                  | RP Community Foundation Donations | 1,680.79          | 7,658.03            | -                    | 7,658.03              | -                    | (7,658.03)          | N/A           |
| 4790                  | Reimbursed Expenses               | -                 | 5,738.33            | -                    | 5,738.33              | -                    | (5,738.33)          | N/A           |
| 4795                  | Miscellaneous                     | 144.54            | 46,121.64           | 35,710.00            | 10,411.64             | 42,847.00            | (3,274.64)          | 107.64%       |
| 4780                  | Sale of Assets                    | 44.40             | 20,930.57           | -                    | 20,930.57             | -                    | (20,930.57)         | N/A           |
| 4830                  | Transfer from 27A Fund            | 35,736.75         | 357,367.50          | 357,370.00           | (2.50)                | 428,841.00           | 71,473.50           | 83.33%        |
| 4840                  | Transfer from General Fund        | 152,643.50        | 322,149.50          | 288,210.00           | 33,939.50             | 345,858.00           | 23,708.50           | 93.15%        |
| 4842                  | Transfer from Solid Waste / GF    | (2,679.00)        | -                   | 26,790.00            | (26,790.00)           | 32,152.00            | 32,152.00           | 0.00%         |
| 4850                  | Transfer from 27D Fund            | (20,833.00)       | 91,667.00           | 125,000.00           | (33,333.00)           | 150,000.00           | 58,333.00           | 61.11%        |
| 4860                  | Transfer from Special Highway     | (110,153.50)      | 48,308.00           | 79,170.00            | (30,862.00)           | 95,000.00            | 46,692.00           | 50.85%        |
| <b>Total Revenues</b> |                                   | <b>585,679.88</b> | <b>9,246,787.75</b> | <b>15,174,066.00</b> | <b>(5,927,278.25)</b> | <b>16,909,927.00</b> | <b>7,663,139.25</b> | <b>54.68%</b> |

**Expenditures**

|      |                                   |            |              |              |             |              |             |         |
|------|-----------------------------------|------------|--------------|--------------|-------------|--------------|-------------|---------|
| 5101 | Salaries - Regular                | 118,472.04 | 1,229,446.48 | 1,324,990.00 | (95,543.52) | 1,589,986.00 | 360,539.52  | 77.32%  |
| 5102 | Salaries-Overtime                 | 675.17     | 26,861.82    | 56,250.00    | (29,388.18) | 67,500.00    | 40,638.18   | 39.80%  |
| 5103 | Salaries - Elected Officials      | 3,970.00   | 39,700.00    | 39,100.00    | 600.00      | 46,920.00    | 7,220.00    | 84.61%  |
| 5104 | Salaries - Part-time              | 3,959.20   | 26,213.81    | 29,160.00    | (2,946.19)  | 35,000.00    | 8,786.19    | 74.90%  |
| 5107 | Salaries - Intern                 | 785.00     | 2,641.96     | 6,250.00     | (3,608.04)  | 7,500.00     | 4,858.04    | 35.23%  |
| 5108 | Salaries - Judge                  | 562.00     | 14,008.00    | 11,830.00    | 2,178.00    | 14,200.00    | 192.00      | 98.65%  |
| 5109 | Salaries - Prosecutor             | 535.50     | 11,322.00    | 9,780.00     | 1,542.00    | 11,730.00    | 408.00      | 96.52%  |
| 5120 | Street Light Repair & Maintenance | 2,100.10   | 25,611.18    | 56,780.00    | (31,168.82) | 68,131.00    | 42,519.82   | 37.59%  |
| 5121 | Franchise Exps/Traffic Signals    | 15,404.80  | 155,641.77   | 138,330.00   | 17,311.77   | 166,000.00   | 10,358.23   | 93.76%  |
| 5122 | FICA City Contribution            | 9,764.76   | 102,809.64   | 112,500.00   | (9,690.36)  | 135,000.00   | 32,190.36   | 76.16%  |
| 5123 | KPERS City Contribution           | 5,248.51   | 58,783.92    | 67,500.00    | (8,716.08)  | 81,000.00    | 22,216.08   | 72.57%  |
| 5124 | KS Unemployment Insurance         | -          | 3,095.41     | 3,250.00     | (154.59)    | 3,900.00     | 804.59      | 79.37%  |
| 5125 | Worker's Compensation             | -          | 36,527.00    | 33,750.00    | 2,777.00    | 40,500.00    | 3,973.00    | 90.19%  |
| 5126 | Health Insurance                  | (2,939.70) | 205,007.68   | 277,310.00   | (72,302.32) | 332,770.00   | 127,762.32  | 61.61%  |
| 5127 | Health Savings Account            | 2,962.50   | 20,852.50    | -            | 20,852.50   | -            | (20,852.50) | N/A     |
| 5128 | 401A City Contribution            | 369.22     | 3,876.81     | -            | 3,876.81    | -            | (3,876.81)  | N/A     |
| 5130 | City Paid Life Insurance          | 685.80     | 7,611.51     | -            | 7,611.51    | -            | (7,611.51)  | N/A     |
| 5131 | KP&F City Contribution            | 11,689.75  | 130,691.51   | 156,670.00   | (25,978.49) | 188,000.00   | 57,308.49   | 69.52%  |
| 5197 | Water                             | 1,070.53   | 6,398.01     | -            | 6,398.01    | -            | (6,398.01)  | N/A     |
| 5198 | Sewer                             | 585.87     | 3,394.63     | -            | 3,394.63    | -            | (3,394.63)  | N/A     |
| 5199 | Natural Gas                       | 133.02     | 3,388.76     | -            | 3,388.76    | -            | (3,388.76)  | N/A     |
| 5201 | Electric                          | 1,764.26   | 22,956.11    | 50,230.00    | (27,273.89) | 60,274.00    | 37,317.89   | 38.09%  |
| 5202 | Telephone                         | 1,381.94   | 17,341.83    | 15,960.00    | 1,381.83    | 19,145.00    | 1,803.17    | 90.58%  |
| 5203 | Printing & Advertising            | 100.00     | 1,174.00     | 2,990.00     | (1,816.00)  | 3,600.00     | 2,426.00    | 32.61%  |
| 5204 | Legal Printing                    | 652.99     | 1,852.17     | 1,920.00     | (67.83)     | 2,300.00     | 447.83      | 80.53%  |
| 5205 | Postage & Mailing Permits         | 1,922.63   | 8,072.61     | 9,160.00     | (1,087.39)  | 11,000.00    | 2,927.39    | 73.39%  |
| 5206 | Travel Expense & Training         | 2,820.49   | 18,346.16    | 28,750.00    | (10,403.84) | 34,490.00    | 16,143.84   | 53.19%  |
| 5207 | Medical Expense & Drug Testing    | 170.15     | 1,232.24     | 1,870.00     | (637.76)    | 2,250.00     | 1,017.76    | 54.77%  |
| 5208 | Newsletter                        | -          | 1,236.60     | 5,530.00     | (4,293.40)  | 6,630.00     | 5,393.40    | 18.65%  |
| 5209 | Professional Services             | 33,525.39  | 170,034.85   | 89,160.00    | 80,874.85   | 107,000.00   | (63,034.85) | 158.91% |
| 5210 | Maintenace & Repair Building      | 1,531.27   | 26,256.99    | 29,240.00    | (2,983.01)  | 35,100.00    | 8,843.01    | 74.81%  |
| 5211 | Maintenace & Repair Equipment     | 858.10     | 10,285.30    | 49,960.00    | (39,674.70) | 59,935.00    | 49,649.70   | 17.16%  |



**City of Roeland Park**  
**Statement of Activities**  
**For the Period Ended 10/31/2016**

I-All

|      |                              |               |              |                |             |               |              | Unencumbered |
|------|------------------------------|---------------|--------------|----------------|-------------|---------------|--------------|--------------|
|      |                              | Current Month | Year to Date | Budget to Date | Variance    | Annual Budget | Balance      | % Used       |
| 5212 | Home Repair & Utility Asst   | -             | 15,000.00    | 12,500.00      | 2,500.00    | 15,000.00     | -            | 100.00%      |
| 5213 | Audit Fees                   | -             | 38,700.00    | 30,470.00      | 8,230.00    | 36,558.00     | (2,142.00)   | 105.86%      |
| 5214 | Other Contracted Services    | 17,655.61     | 132,206.00   | 58,200.00      | 74,006.00   | 69,846.00     | (62,360.00)  | 189.28%      |
| 5215 | City Attorney                | 10,713.08     | 76,212.00    | 73,700.00      | 2,512.00    | 88,434.00     | 12,222.00    | 86.18%       |
| 5216 | Special Prosecutor Fees      | -             | -            | 2,080.00       | (2,080.00)  | 2,500.00      | 2,500.00     | 0.00%        |
| 5218 | IT Services & Communication  | 4,291.43      | 18,804.59    | 16,420.00      | 2,384.59    | 19,700.00     | 895.41       | 95.45%       |
| 5219 | Meeting Expense              | 281.72        | 281.72       | -              | 281.72      | -             | (281.72)     | N/A          |
| 5221 | Maintenance & Repair Streets | -             | 154,615.72   | 208,330.00     | (53,714.28) | 250,000.00    | 95,384.28    | 61.85%       |
| 5224 | Laundry Service              | -             | 1,663.90     | 2,000.00       | (336.10)    | 2,400.00      | 736.10       | 69.33%       |
| 5226 | Car Allowance                | 450.00        | 4,500.00     | 4,500.00       | -           | 5,400.00      | 900.00       | 83.33%       |
| 5227 | Prisoner Care                | 1,645.00      | 4,375.00     | 6,670.00       | (2,295.00)  | 8,000.00      | 3,625.00     | 54.69%       |
| 5228 | Fees Due State of Kansas     | -             | 17,903.50    | 38,340.00      | (20,436.50) | 46,005.00     | 28,101.50    | 38.92%       |
| 5230 | Art Commissioner             | 100.00        | 1,000.00     | 1,000.00       | -           | 1,200.00      | 200.00       | 83.33%       |
| 5232 | United Community Services    | -             | 3,930.00     | 3,280.00       | 650.00      | 3,930.00      | -            | 100.00%      |
| 5238 | Animal Control               | -             | 55,882.80    | 46,670.00      | 9,212.80    | 56,000.00     | 117.20       | 99.79%       |
| 5260 | Vehicle Maintenance          | 649.78        | 9,787.52     | 26,140.00      | (16,352.48) | 31,375.00     | 21,587.48    | 31.20%       |
| 5271 | Sand & Salt                  | -             | 8,015.04     | 35,280.00      | (27,264.96) | 42,338.00     | 34,322.96    | 18.93%       |
| 5272 | Solid Waste Contract         | 34,493.52     | 345,515.33   | 345,000.00     | 515.33      | 414,000.00    | 68,484.67    | 83.46%       |
| 5301 | Office Supplies              | 233.20        | 4,245.46     | 11,330.00      | (7,084.54)  | 13,600.00     | 9,354.54     | 31.22%       |
| 5302 | Motor Fuels & Lubricants     | 2,788.56      | 22,181.39    | 68,560.00      | (46,378.61) | 82,263.00     | 60,081.61    | 26.96%       |
| 5304 | Janitorial Supplies          | 252.06        | 1,370.98     | 4,260.00       | (2,889.02)  | 5,110.00      | 3,739.02     | 26.83%       |
| 5305 | Traffic Control Signs        | -             | 1,461.88     | 4,290.00       | (2,828.12)  | 5,150.00      | 3,688.12     | 28.39%       |
| 5306 | Materials                    | 100.12        | 5,278.31     | 5,000.00       | 278.31      | 6,000.00      | 721.69       | 87.97%       |
| 5307 | Other Commodities            | 182.33        | 896.35       | 3,330.00       | (2,433.65)  | 4,000.00      | 3,103.65     | 22.41%       |
| 5308 | Clothing & Uniforms          | 916.53        | 9,907.27     | 11,210.00      | (1,302.73)  | 13,450.00     | 3,542.73     | 73.66%       |
| 5309 | Amunition                    | -             | -            | 2,250.00       | (2,250.00)  | 2,700.00      | 2,700.00     | 0.00%        |
| 5310 | Training Supplies            | -             | 203.45       | 420.00         | (216.55)    | 500.00        | 296.55       | 40.69%       |
| 5312 | Leaf Program Disposal Fees   | -             | 14,172.51    | 11,100.00      | 3,072.51    | 13,325.00     | (847.51)     | 106.36%      |
| 5318 | Tools                        | 228.55        | 1,160.99     | 3,330.00       | (2,169.01)  | 4,000.00      | 2,839.01     | 29.02%       |
| 5320 | Grounds Maintenance          | 830.07        | 16,030.77    | 16,670.00      | (639.23)    | 20,000.00     | 3,969.23     | 80.15%       |
| 5321 | Tree Maintenance             | (3,000.00)    | 12,977.27    | 12,500.00      | 477.27      | 15,000.00     | 2,022.73     | 86.52%       |
| 5401 | Insurance & Surety Bonds     | -             | 41,499.05    | 37,730.00      | 3,769.05    | 45,271.00     | 3,771.95     | 91.67%       |
| 5402 | Mayor's Expenses             | -             | -            | 830.00         | (830.00)    | 1,000.00      | 1,000.00     | 0.00%        |
| 5405 | Dues, Subscriptions & Books  | 45.00         | 15,364.65    | 15,500.00      | (135.35)    | 18,606.00     | 3,241.35     | 82.58%       |
| 5406 | Elections - City             | -             | -            | 3,830.00       | (3,830.00)  | 4,600.00      | 4,600.00     | 0.00%        |
| 5407 | Public Relations             | -             | 271.88       | 2,500.00       | (2,228.12)  | 3,000.00      | 2,728.12     | 9.06%        |
| 5408 | Miscellaneous Charges        | 171.98        | 3,053.16     | 3,500.00       | (446.84)    | 4,200.00      | 1,146.84     | 72.69%       |
| 5409 | Appropriation - Jo Co HR     | -             | 75,000.00    | 65,630.00      | 9,370.00    | 78,750.00     | 3,750.00     | 95.24%       |
| 5410 | Committee Funds              | 746.74        | 1,368.33     | 3,330.00       | (1,961.67)  | 4,000.00      | 2,631.67     | 34.21%       |
| 5421 | Jo Co Home Repair - Major    | -             | -            | 10,420.00      | (10,420.00) | 12,500.00     | 12,500.00    | 0.00%        |
| 5427 | Property Tax Payments        | -             | -            | 12,500.00      | (12,500.00) | 15,000.00     | 15,000.00    | 0.00%        |
| 5438 | In-house Street Maintenance  | 5,990.81      | 55,585.34    | 66,670.00      | (11,084.66) | 80,000.00     | 24,414.66    | 69.48%       |
| 5452 | Community Policing           | 200.99        | 322.79       | 830.00         | (507.21)    | 1,000.00      | 677.21       | 32.28%       |
| 5456 | CARS Projects                | 29,337.67     | 415,481.35   | 95,000.00      | 320,481.35  | 114,000.00    | (301,481.35) | 364.46%      |
| 5469 | Stormwater Maintenance       | -             | 187.50       | 33,330.00      | (33,142.50) | 40,000.00     | 39,812.50    | 0.47%        |
| 5501 | Park Maint/Infrastructure    | -             | 103,145.71   | 40,470.00      | 62,675.71   | 48,563.00     | (54,582.71)  | 212.40%      |
| 5503 | Office Equipment             | -             | 76.12        | 3,750.00       | (3,673.88)  | 4,500.00      | 4,423.88     | 1.69%        |
| 5504 | Machinery & Auto Equipment   | -             | 223,514.38   | 189,400.00     | 34,114.38   | 227,280.00    | 3,765.62     | 98.34%       |
| 5505 | Other Capital Outlay         | -             | -            | 40,470.00      | (40,470.00) | 48,567.00     | 48,567.00    | 0.00%        |
| 5510 | Community Events             | -             | 1,400.05     | 1,670.00       | (269.95)    | 2,000.00      | 599.95       | 70.00%       |
| 5511 | Fireworks                    | -             | 2,000.00     | 2,080.00       | (80.00)     | 2,500.00      | 500.00       | 80.00%       |



**City of Roeland Park**  
**Statement of Activities**  
**For the Period Ended 10/31/2016**

I-All

|                             |                                       |                      |                        |                        |                        |                        |                        | Unencumbered  |
|-----------------------------|---------------------------------------|----------------------|------------------------|------------------------|------------------------|------------------------|------------------------|---------------|
|                             |                                       | Current Month        | Year to Date           | Budget to Date         | Variance               | Annual Budget          | Balance                | % Used        |
| 5516                        | Strategic Planning                    | 1,500.00             | 17,925.00              | 15,420.00              | 2,505.00               | 18,500.00              | 575.00                 | 96.89%        |
| 5523                        | Grounds Improvements                  | -                    | 608.33                 | 2,500.00               | (1,891.67)             | 3,000.00               | 2,391.67               | 20.28%        |
| 5524                        | RPPOA Common Area Expenses            | -                    | 65,722.00              | 54,770.00              | 10,952.00              | 65,722.00              | -                      | 100.00%       |
| 5600                        | Lease/Purchase - Pool                 | -                    | -                      | 157,500.00             | (157,500.00)           | 189,000.00             | 189,000.00             | 0.00%         |
| 5601                        | Bond Principal                        | -                    | 250,000.00             | 587,500.00             | (337,500.00)           | 705,000.00             | 455,000.00             | 35.46%        |
| 5602                        | Bond Interest                         | -                    | 404,893.77             | 329,020.00             | 75,873.77              | 394,806.00             | (10,087.77)            | 102.56%       |
| 5605                        | Lease/Purchase Pool Interest          | -                    | 9,765.00               | 16,280.00              | (6,515.00)             | 19,530.00              | 9,765.00               | 50.00%        |
| 5607                        | Principal Bonds (2008-A Issue)        | -                    | -                      | 300,000.00             | (300,000.00)           | 360,000.00             | 360,000.00             | 0.00%         |
| 5610                        | Interest Bonds (2008-A Issue)         | -                    | 6,570.00               | 10,950.00              | (4,380.00)             | 13,140.00              | 6,570.00               | 50.00%        |
| 5612                        | Debt Service - Bond Issue             | -                    | 55,350.14              | 37,700.00              | 17,650.14              | 45,240.00              | (10,110.14)            | 122.35%       |
| 5614                        | Bond Principal 2014-1                 | -                    | 6,165.00               | 87,500.00              | (81,335.00)            | 105,000.00             | 98,835.00              | 5.87%         |
| 5615                        | Bond Interest 2014-1                  | -                    | -                      | 10,280.00              | (10,280.00)            | 12,330.00              | 12,330.00              | 0.00%         |
| 5619                        | Lease/Purchase Principal              | -                    | 29,741.80              | 43,950.00              | (14,208.20)            | 52,744.00              | 23,002.20              | 56.39%        |
| 5620                        | Lease/Purchase Interest               | -                    | 28,227.50              | 4,360.00               | 23,867.50              | 5,226.00               | (23,001.50)            | 540.14%       |
| 5621                        | Bond Reserve                          | -                    | -                      | 356,870.00             | (356,870.00)           | 428,245.00             | 428,245.00             | 0.00%         |
| 5625                        | Stormwater Maintenance                | 690.00               | 104,779.76             | -                      | 104,779.76             | -                      | (104,779.76)           | N/A           |
| 5644                        | Principal Bonds 2012-1                | -                    | -                      | 29,170.00              | (29,170.00)            | 35,000.00              | 35,000.00              | 0.00%         |
| 5645                        | Interest Bonds 2012-1                 | -                    | 21,603.75              | 28,280.00              | (6,676.25)             | 33,938.00              | 12,334.25              | 63.66%        |
| 5721                        | CID #1 Expenses                       | -                    | -                      | 1,407,780.00           | (1,407,780.00)         | 1,689,336.00           | 1,689,336.00           | 0.00%         |
| 5750                        | Contingency                           | -                    | -                      | 1,331,390.00           | (1,331,390.00)         | 1,597,663.00           | 1,597,663.00           | 0.00%         |
| 5751                        | TIF Fund Expenditure                  | -                    | -                      | 245,910.00             | (245,910.00)           | 295,100.00             | 295,100.00             | 0.00%         |
| 5756                        | General Reserve                       | -                    | -                      | 233,570.00             | (233,570.00)           | 280,284.00             | 280,284.00             | 0.00%         |
| 5758                        | Pool Operations                       | -                    | 0.20                   | 188,130.00             | (188,129.80)           | 225,750.00             | 225,749.80             | 0.00%         |
| 5760                        | Building Reserve                      | -                    | 59,050.85              | 247,070.00             | (188,019.15)           | 296,479.00             | 237,428.15             | 19.92%        |
| 5766                        | Pool Equipment                        | 2,275.00             | 2,275.00               | 21,880.00              | (19,605.00)            | 26,250.00              | 23,975.00              | 8.67%         |
| 5802                        | Transfer to General Fund              | (20,833.00)          | 91,667.00              | 125,000.00             | (33,333.00)            | 150,000.00             | 58,333.00              | 61.11%        |
| 5813                        | Computer System R&M                   | -                    | 259.98                 | 4,170.00               | (3,910.02)             | 5,000.00               | 4,740.02               | 5.20%         |
| 5814                        | Computer Software                     | -                    | 19,078.72              | 22,390.00              | (3,311.28)             | 26,863.00              | 7,784.28               | 71.02%        |
| 5817                        | RP Community Foundation Grant Expense | 1,020.08             | 7,443.11               | -                      | 7,443.11               | -                      | (7,443.11)             | N/A           |
| 5818                        | Transfer to Bond & Interest Fund      | 45,505.75            | 455,057.50             | 455,060.00             | (2.50)                 | 546,071.00             | 91,013.50              | 83.33%        |
| 5821                        | Alcohol / Drug State Fees             | -                    | 150.00                 | -                      | 150.00                 | -                      | (150.00)               | N/A           |
| 5825                        | Transfer to Equip Reserve Fund        | 30,042.00            | 272,767.50             | 296,490.00             | (23,722.50)            | 355,780.00             | 83,012.50              | 76.67%        |
| 5834                        | Bond Principal (2010-1)               | -                    | 260,000.00             | 216,670.00             | 43,330.00              | 260,000.00             | -                      | 100.00%       |
| 5835                        | Bond Interest (2010-1)                | -                    | 51,860.00              | 43,220.00              | 8,640.00               | 51,860.00              | -                      | 100.00%       |
| 5836                        | Future Project Reserve                | -                    | -                      | 776,550.00             | (776,550.00)           | 931,856.00             | 931,856.00             | 0.00%         |
| 5840                        | Bond Principal (2011-2)               | -                    | -                      | 137,500.00             | (137,500.00)           | 165,000.00             | 165,000.00             | 0.00%         |
| 5841                        | Bond Interest (2011-2)                | -                    | 17,348.75              | 28,910.00              | (11,561.25)            | 34,698.00              | 17,349.25              | 50.00%        |
| 5842                        | Bond Principal (2011-1)               | -                    | 105,000.00             | 87,500.00              | 17,500.00              | 105,000.00             | -                      | 100.00%       |
| 5843                        | Bond Interest (2011-1)                | -                    | 2,152.50               | 1,790.00               | 362.50                 | 2,153.00               | 0.50                   | 99.98%        |
| 5901                        | Future CIP - Police                   | -                    | -                      | 6,670.00               | (6,670.00)             | 8,000.00               | 8,000.00               | 0.00%         |
| 5902                        | Future CIP - Public Works             | -                    | -                      | 143,030.00             | (143,030.00)           | 171,640.00             | 171,640.00             | 0.00%         |
| 5903                        | Future CIP - City Hall                | -                    | -                      | 830.00                 | (830.00)               | 1,000.00               | 1,000.00               | 0.00%         |
| <b>Total Expenditures</b>   |                                       | <b>390,265.87</b>    | <b>6,654,686.48</b>    | <b>12,396,050.00</b>   | <b>(5,741,363.52)</b>  | <b>14,875,186.00</b>   | <b>8,220,499.52</b>    | <b>44.74%</b> |
| <b>Change in Net Assets</b> |                                       | <b>\$ 195,414.01</b> | <b>\$ 2,592,101.27</b> | <b>\$ 2,778,016.00</b> | <b>\$ (185,914.73)</b> | <b>\$ 2,034,741.00</b> | <b>\$ (557,360.27)</b> |               |



**City of Roeland Park**  
**Statement of Activities - BY FUND**  
**For the Period Ended 10/31/2016**

I-By Fund

|            |                                  | <u>Current Month</u> | <u>Year to Date</u>    | <u>2016 Projected</u>  | <u>Annual Budget</u>   | <u>2016 Projected</u>  | <u>Actual to Projected<br/>Balance</u> | <u>% of<br/>Projected</u> |
|------------|----------------------------------|----------------------|------------------------|------------------------|------------------------|------------------------|----------------------------------------|---------------------------|
| 4000..4999 | <b>Revenues</b>                  |                      |                        |                        |                        |                        |                                        |                           |
| 000..115   | General Fund                     | \$ 252,852.27        | \$ 4,631,269.60        | \$ 6,398,209.00        | \$ (1,766,939.40)      | \$ 7,347,832.00        | \$ 2,716,562.40                        | 63.03%                    |
| 200        | Bond & Interest Fund             | 55,560.04            | 1,033,745.27           | 1,457,634.00           | (423,888.73)           | 1,582,229.00           | 548,483.73                             | 65.33%                    |
| 250        | Special Highway Fund             | 48,574.33            | 181,318.05             | 226,737.00             | (45,418.95)            | 256,191.00             | 74,872.95                              | 70.77%                    |
| 270        | Special Street Fund 27 - A       | 69,133.67            | 697,310.58             | 960,566.00             | (263,255.42)           | 1,246,829.00           | 549,518.42                             | 55.93%                    |
| 290        | Special Street Fund 27 - C       | 16,885.17            | 161,036.18             | 392,126.00             | (231,089.82)           | 442,703.00             | 281,666.82                             | 36.38%                    |
| 300        | Special Infrastructure 27 - D    | 33,770.34            | 326,314.32             | 473,563.00             | (147,248.68)           | 951,274.00             | 624,959.68                             | 34.30%                    |
| 360        | Equipment & Bldg Reserve Fund    | 30,042.00            | 272,767.50             | 703,069.00             | (430,301.50)           | 699,692.00             | 426,924.50                             | 38.98%                    |
| 370        | TIF 1A/B - Bella Roe / Walmart   | -                    | 582,608.04             | 1,103,092.00           | (520,483.96)           | 1,416,104.00           | 833,495.96                             | 41.14%                    |
| 400        | TDD#1 - Price Chopper            | 21,299.82            | 224,430.98             | 343,780.00             | (119,349.02)           | 249,577.00             | 25,146.02                              | 89.92%                    |
| 410        | TDD#2 - Lowes                    | 10,573.70            | 111,879.96             | 129,090.00             | (17,210.04)            | (951,688.00)           | (1,063,567.96)                         | N/A                       |
| 420        | CID #1 - RP Shopping Center      | 43,961.02            | 391,074.83             | 1,618,006.00           | (1,226,931.17)         | 1,763,318.00           | 1,372,243.17                           | 22.18%                    |
| 450        | TIF 2A/D - McDonalds / City Hall | 562.23               | 310,795.41             | 383,864.00             | (73,068.59)            | 628,790.00             | 317,994.59                             | 49.43%                    |
| 480        | TIF 2C - Valley State Bank       | -                    | 57,597.54              | 39,780.00              | 17,817.54              | 48,345.00              | (9,252.54)                             | 119.14%                   |
| 510        | TIF 3C - Old Pool Area           | 2,465.29             | 230,792.49             | 903,646.00             | (672,853.51)           | 1,016,161.00           | 785,368.51                             | 22.71%                    |
| 520        | Property Owners Association      | -                    | 33,847.00              | 40,904.00              | (7,057.00)             | 46,498.00              | 12,651.00                              | 72.79%                    |
|            | <b>Total Revenues</b>            | <b>585,679.88</b>    | <b>9,246,787.75</b>    | <b>15,174,066.00</b>   | <b>(5,927,278.25)</b>  | <b>16,743,855.00</b>   | <b>7,497,067.25</b>                    | <b>55.22%</b>             |
| 5000..9999 | <b>Expenditures</b>              |                      |                        |                        |                        |                        |                                        |                           |
| 000..115   | General Fund                     | 329,748.29           | 3,471,909.57           | 4,369,530.00           | (897,620.43)           | 4,940,132.00           | 1,468,222.43                           | 70.28%                    |
| 200        | Bond & Interest Fund             | -                    | 467,439.80             | 1,375,220.00           | (907,780.20)           | 1,587,519.00           | 1,120,079.20                           | 29.44%                    |
| 250        | Special Highway Fund             | (20,219.00)          | 83,583.04              | 213,540.00             | (129,956.96)           | 142,727.00             | 59,143.96                              | 58.56%                    |
| 270        | Special Street Fund 27 - A       | 86,657.41            | 903,292.81             | 932,540.00             | (29,247.19)            | 692,841.00             | (210,451.81)                           | 130.38%                   |
| 290        | Special Street Fund 27 - C       | 166.00               | 93,373.62              | 353,030.00             | (259,656.38)           | 126,415.00             | 33,041.38                              | 73.86%                    |
| 300        | Special Infrastructure 27 - D    | (20,833.00)          | 364,937.52             | 447,130.00             | (82,192.48)            | 550,000.00             | 185,062.48                             | 66.35%                    |
| 360        | Equipment & Bldg Reserve Fund    | -                    | 340,534.53             | 635,310.00             | (294,775.47)           | 702,558.00             | 362,023.47                             | 48.47%                    |
| 370        | TIF 1A/B - Bella Roe / Walmart   | -                    | 377,619.76             | 980,070.00             | (602,450.24)           | 375,894.00             | (1,725.76)                             | 100.46%                   |
| 400        | TDD#1 - Price Chopper            | 470.83               | 206,760.56             | 343,780.00             | (137,019.44)           | 270,346.00             | 63,585.44                              | 76.48%                    |
| 410        | TDD#2 - Lowes                    | 166.67               | 83,046.85              | 129,100.00             | (46,053.15)            | 120,000.00             | 36,953.15                              | 69.21%                    |
| 420        | CID #1 - RP Shopping Center      | -                    | -                      | 1,407,780.00           | (1,407,780.00)         | -                      | -                                      | N/A                       |
| 450        | TIF 2A/D - McDonalds / City Hall | 690.00               | 132,096.91             | 353,910.00             | (221,813.09)           | 315,270.00             | 183,173.09                             | 41.90%                    |
| 480        | TIF 2C - Valley State Bank       | -                    | 57,032.14              | 39,780.00              | 17,252.14              | 47,740.00              | (9,292.14)                             | 119.46%                   |
| 510        | TIF 3C - Old Pool Area           | 13,417.17            | 41,144.37              | 776,550.00             | (735,405.63)           | 405,000.00             | 363,855.63                             | 10.16%                    |
| 520        | Property Owners Association      | 1.50                 | 31,915.00              | 38,780.00              | (6,865.00)             | 31,875.00              | (40.00)                                | 100.13%                   |
|            | <b>Total Expenditures</b>        | <b>390,265.87</b>    | <b>6,654,686.48</b>    | <b>12,396,050.00</b>   | <b>(5,741,363.52)</b>  | <b>10,308,317.00</b>   | <b>3,653,630.52</b>                    | <b>64.56%</b>             |
|            | <b>Change in Net Assets</b>      | <b>\$ 195,414.01</b> | <b>\$ 2,592,101.27</b> | <b>\$ 2,778,016.00</b> | <b>\$ (185,914.73)</b> | <b>\$ 6,435,538.00</b> | <b>\$ 3,843,436.73</b>                 |                           |



**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the Period Ended 10/31/2016**

I-GF

|                 |                                        | Current Month | Year-to-Date | Budget to Date  | Annual Budget   | 2016 Projected  | Projected YTD<br>Balance | % of<br>Projected |
|-----------------|----------------------------------------|---------------|--------------|-----------------|-----------------|-----------------|--------------------------|-------------------|
| <b>Revenues</b> |                                        |               |              |                 |                 |                 |                          |                   |
| 4010            | Cash Carryforward                      | \$ -          | \$ -         | \$ 1,998,379.00 | \$ 1,998,379.00 | \$ 2,287,720.00 | \$ 2,287,720.00          | 0.00%             |
|                 | <b>Taxes</b>                           |               |              |                 |                 |                 |                          |                   |
| 4050            | Ad Valorem Tax                         | (0.32)        | 1,536,170.26 | 1,499,870.00    | 1,799,839.00    | 1,545,739.00    | 9,568.74                 | 99.38%            |
| 4070            | Personal Property Tax-Delinquent       | -             | 274.23       | -               | -               | -               | (274.23)                 | N/A               |
| 4080            | Real Property Tax - Delinquent         | 2,051.34      | 26,272.47    | 9,170.00        | 11,000.00       | 10,820.00       | (15,452.47)              | 242.81%           |
|                 | <b>Total Taxes</b>                     | 2,051.02      | 1,562,716.96 | 1,509,040.00    | 1,810,839.00    | 1,556,559.00    | (6,157.96)               | 100.40%           |
|                 | <b>Franchise Taxes</b>                 |               |              |                 |                 |                 |                          |                   |
| 4310            | Franchise Tax - Electric               | 38,025.10     | 225,569.26   | 212,500.00      | 255,000.00      | 276,938.00      | 51,368.74                | 81.45%            |
| 4320            | Franchise Tax - Gas                    | 3,915.26      | 78,930.04    | 111,900.00      | 134,280.00      | 105,000.00      | 26,069.96                | 75.17%            |
| 4330            | Franchise Tax - Telephone              | 489.20        | 7,829.76     | 9,390.00        | 11,270.00       | 10,000.00       | 2,170.24                 | 78.30%            |
| 4340            | Franchise Tax - Telecable              | -             | 48,324.14    | 52,500.00       | 63,000.00       | 64,000.00       | 15,675.86                | 75.51%            |
| 4350            | Franchise Tax - Video                  | 5,440.25      | 25,039.19    | 19,170.00       | 23,000.00       | 26,000.00       | 960.81                   | 96.30%            |
|                 | <b>Total Franchise Taxes</b>           | 47,869.81     | 385,692.39   | 405,460.00      | 486,550.00      | 481,938.00      | 96,245.61                | 80.03%            |
|                 | <b>Special Assessments</b>             |               |              |                 |                 |                 |                          |                   |
| 4610            | Special Assessments                    | -             | 3,723.22     | 2,500.00        | 3,000.00        | 3,000.00        | (723.22)                 | 124.11%           |
|                 | <b>Total Special Assessments</b>       | -             | 3,723.22     | 2,500.00        | 3,000.00        | 3,000.00        | (723.22)                 | 124.11%           |
|                 | <b>Intergovernmental Revenue</b>       |               |              |                 |                 |                 |                          |                   |
| 4020            | Recreational Vehicle Tax               | 46.04         | 764.22       | 470.00          | 563.00          | 563.00          | (201.22)                 | 135.74%           |
| 4021            | Commercial Vehicle Tax                 | -             | -            | 690.00          | 825.00          | 825.00          | 825.00                   | 0.00%             |
| 4040            | Heavy Trucks Tax                       | -             | 543.29       | 60.00           | 67.00           | 67.00           | (476.29)                 | 810.88%           |
| 4060            | Motor Vehicle Tax                      | 27,466.20     | 198,768.20   | 166,670.00      | 200,000.00      | 200,000.00      | 1,231.80                 | 99.38%            |
| 4110            | City/County Sales & Use Tax            | 53,392.06     | 515,453.18   | 504,170.00      | 605,000.00      | 620,015.00      | 104,561.82               | 83.14%            |
| 4115            | Sales Tax 27B (280 Fund)               | 50,655.51     | 483,108.49   | 473,330.00      | 568,000.00      | 555,951.00      | 72,842.51                | 86.90%            |
| 4120            | County Jail Tax                        | 13,348.07     | 136,778.34   | 129,610.00      | 155,530.00      | 150,000.00      | 13,221.66                | 91.19%            |
| 4130            | Safety Sales Tax                       | 13,348.06     | 120,910.24   | 129,610.00      | 155,530.00      | 150,000.00      | 29,089.76                | 80.61%            |
|                 | <b>Total Intergovernmental Revenue</b> | 158,255.94    | 1,456,325.96 | 1,404,610.00    | 1,685,515.00    | 1,677,421.00    | 221,095.04               | 86.82%            |
|                 | <b>Licenses and Permits</b>            |               |              |                 |                 |                 |                          |                   |
| 4210            | Street Cutting Permit                  | 85.00         | 3,060.00     | 2,500.00        | 3,000.00        | 3,000.00        | (60.00)                  | 102.00%           |
| 4215            | Building Permit                        | 4,410.00      | 42,579.00    | 37,500.00       | 45,000.00       | 45,000.00       | 2,421.00                 | 94.62%            |
| 4220            | Electrical Permit                      | 640.00        | 2,870.00     | 2,330.00        | 2,800.00        | 2,800.00        | (70.00)                  | 102.50%           |
| 4225            | Mechanical Permit                      | 315.00        | 4,181.00     | 4,170.00        | 5,000.00        | 5,000.00        | 819.00                   | 83.62%            |
| 4230            | Plumbing Permit                        | 489.00        | 1,563.00     | 830.00          | 1,000.00        | 1,000.00        | (563.00)                 | 156.30%           |
| 4235            | Garage Sale Permit                     | 75.00         | 490.00       | 420.00          | 500.00          | 500.00          | 10.00                    | 98.00%            |
| 4240            | Sign Permit                            | -             | 510.00       | 420.00          | 500.00          | 500.00          | (10.00)                  | 102.00%           |
| 4245            | Cereal Malt Beverage License           | (82.00)       | (82.00)      | 310.00          | 375.00          | 375.00          | 457.00                   | -21.87%           |
| 4250            | Animal Licenses                        | 207.00        | 6,608.00     | 7,080.00        | 8,500.00        | 8,500.00        | 1,892.00                 | 77.74%            |
| 4255            | Home Occupational Licenses             | 40.00         | 200.00       | 1,670.00        | 2,000.00        | 2,000.00        | 1,800.00                 | 10.00%            |
| 4260            | Rental Licenses                        | 1,746.51      | 31,766.29    | 27,500.00       | 33,000.00       | 35,636.00       | 3,869.71                 | 89.14%            |
| 4265            | Business Occupational Licenses         | 1,850.00      | 11,720.00    | 41,670.00       | 50,000.00       | 50,000.00       | 38,280.00                | 23.44%            |
|                 | <b>Total Licenses and Permits</b>      | 9,775.51      | 105,465.29   | 126,400.00      | 151,675.00      | 154,311.00      | 48,845.71                | 68.35%            |
|                 | <b>Fines and Forfeitures</b>           |               |              |                 |                 |                 |                          |                   |
| 4410            | Fines                                  | 23,414.50     | 309,228.05   | 312,970.00      | 375,559.00      | 342,985.00      | 33,756.95                | 90.16%            |
| 4415            | Court Costs                            | 2,150.00      | 4,970.00     | -               | -               | 8,750.00        | 3,780.00                 | 56.80%            |
| 4420            | State Fees                             | 2,046.00      | 15,268.00    | -               | -               | 21,000.00       | 5,732.00                 | 72.70%            |
| 4440            | Alcohol/Drug State Reimbursement       | -             | 200.70       | -               | -               | -               | (200.70)                 | N/A               |
|                 | <b>Total Fines and Forfeitures</b>     | 27,610.50     | 329,666.75   | 312,970.00      | 375,559.00      | 372,735.00      | 43,068.25                | 88.45%            |





**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the Period Ended 10/31/2016**

I-GF

|                      |                                   | <u>Current Month</u> | <u>Year-to-Date</u> | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD Balance</u> | <u>% of Projected</u> |
|----------------------|-----------------------------------|----------------------|---------------------|-----------------------|----------------------|-----------------------|------------------------------|-----------------------|
| <b>Other Sources</b> |                                   |                      |                     |                       |                      |                       |                              |                       |
| 4393                 | Bullet Proof Vest Grant           | 399.41               | 1,620.14            | -                     | -                    | -                     | (1,620.14)                   | N/A                   |
| 4530                 | Reimbursed Expenses               | -                    | 13,938.91           | -                     | -                    | 14,000.00             | 61.09                        | 99.56%                |
| 4710                 | Apt Tower Lease Payment           | 1,620.06             | 14,580.59           | 16,650.00             | 19,980.00            | 19,441.00             | 4,860.41                     | 75.00%                |
| 4713                 | Voicestream Wireless Payment      | 1,620.07             | 14,580.57           | 16,650.00             | 19,981.00            | 19,441.00             | 4,860.43                     | 75.00%                |
| 4716                 | Clearwire Tower Lease Paymt       | 1,620.06             | 14,580.55           | -                     | -                    | 19,441.00             | 4,860.45                     | 75.00%                |
| 4720                 | Plans & Spec's                    | -                    | 1,931.00            | 1,250.00              | 1,500.00             | 1,500.00              | (431.00)                     | 128.73%               |
| 4725                 | Police Reports                    | 555.00               | 4,535.00            | 1,830.00              | 2,200.00             | 2,200.00              | (2,335.00)                   | 206.14%               |
| 4755                 | 3rd Floor Lease Revenues          | 3,441.67             | 32,771.34           | 25,000.00             | 30,000.00            | 37,632.00             | 4,860.66                     | 87.08%                |
| 4760                 | Community Events Sponsorship      | -                    | 80.95               | -                     | -                    | -                     | (80.95)                      | N/A                   |
| 4768                 | Service Line Agreement            | -                    | -                   | 2,080.00              | 2,500.00             | 2,500.00              | 2,500.00                     | 0.00%                 |
| 4770                 | Solid Waste Agreement             | 1,062.33             | 507,172.11          | 416,160.00            | 499,388.00           | 499,388.00            | (7,784.11)                   | 101.56%               |
| 4775                 | RPPOA Contract                    | -                    | 31,875.00           | 26,560.00             | 31,875.00            | 31,875.00             | -                            | 100.00%               |
| 4780                 | Sale of Assets                    | 44.40                | 20,930.57           | -                     | -                    | -                     | (20,930.57)                  | N/A                   |
| 4787                 | RP Community Foundation Donations | 1,680.79             | 7,658.03            | -                     | -                    | -                     | (7,658.03)                   | N/A                   |
| 4790                 | Reimbursed Expenses               | -                    | 1,496.33            | -                     | -                    | -                     | (1,496.33)                   | N/A                   |
| 4795                 | Miscellaneous                     | 144.54               | 12,274.64           | 7,500.00              | 9,000.00             | 9,000.00              | (3,274.64)                   | 136.38%               |
|                      | <b>Total Other Sources</b>        | <u>12,188.33</u>     | <u>680,025.73</u>   | <u>513,680.00</u>     | <u>616,424.00</u>    | <u>656,418.00</u>     | <u>(23,607.73)</u>           | 103.60%               |
| <b>Other</b>         |                                   |                      |                     |                       |                      |                       |                              |                       |
| 4510..4511           | Interest On Investment            | <u>15,934.16</u>     | <u>15,986.30</u>    | <u>170.00</u>         | <u>200.00</u>        | <u>32,730.00</u>      | <u>16,743.70</u>             | 48.84%                |
|                      | <b>Total Other</b>                | <u>15,934.16</u>     | <u>15,986.30</u>    | <u>170.00</u>         | <u>200.00</u>        | <u>32,730.00</u>      | <u>16,743.70</u>             | 48.84%                |
| <b>Transfer-In</b>   |                                   |                      |                     |                       |                      |                       |                              |                       |
| 4850                 | Transfer from 27D Fund            | (20,833.00)          | 91,667.00           | 125,000.00            | 150,000.00           | 125,000.00            | 33,333.00                    | 73.33%                |
| 4855                 | Transfer from CID#1               | -                    | -                   | -                     | -                    | -                     | -                            | N/A                   |
|                      | <b>Total Transfer-In</b>          | <u>(20,833.00)</u>   | <u>91,667.00</u>    | <u>125,000.00</u>     | <u>150,000.00</u>    | <u>125,000.00</u>     | <u>33,333.00</u>             | 73.33%                |
|                      | <b>Total Revenues</b>             | <u>252,852.27</u>    | <u>4,631,269.60</u> | <u>6,398,209.00</u>   | <u>7,278,141.00</u>  | <u>7,347,832.00</u>   | <u>2,716,562.40</u>          | 63.03%                |

**Expenditures**

|                         |                                   |           |            |            |            |            |             |         |
|-------------------------|-----------------------------------|-----------|------------|------------|------------|------------|-------------|---------|
| <b>General Overhead</b> |                                   |           |            |            |            |            |             |         |
| 5120                    | Street Light Repair & Maintenance | 2,100.10  | 25,611.18  | 56,780.00  | 68,131.00  | 68,131.00  | 42,519.82   | 37.59%  |
| 5121                    | Franchise Exps/Traffic Signals    | 15,404.80 | 155,641.77 | 138,330.00 | 166,000.00 | 166,000.00 | 10,358.23   | 93.76%  |
| 5197                    | Water                             | 171.34    | 1,027.27   | -          | -          | 1,200.00   | 172.73      | 85.61%  |
| 5198                    | Sewer                             | 209.15    | 1,151.90   | -          | -          | 1,000.00   | (151.90)    | 115.19% |
| 5199                    | Natural Gas                       | 85.78     | 1,205.73   | -          | -          | 1,700.00   | 494.27      | 70.93%  |
| 5201                    | Electric                          | -         | 2,881.80   | 27,170.00  | 32,599.00  | 21,756.00  | 18,874.20   | 13.25%  |
| 5202                    | Telephone                         | 551.48    | 9,511.21   | 5,580.00   | 6,695.00   | 11,250.00  | 1,738.79    | 84.54%  |
| 5203                    | Printing & Advertising            | 100.00    | 869.00     | 1,000.00   | 1,200.00   | 1,200.00   | 331.00      | 72.42%  |
| 5204                    | Legal Printing                    | 652.99    | 1,852.17   | 1,920.00   | 2,300.00   | 2,300.00   | 447.83      | 80.53%  |
| 5205                    | Postage & Mailing Permits         | 1,922.63  | 8,058.54   | 8,330.00   | 10,000.00  | 10,000.00  | 1,941.46    | 80.59%  |
| 5206                    | Travel Expense & Training         | -         | 196.87     | -          | -          | -          | (196.87)    | N/A     |
| 5208                    | Newsletter                        | -         | 1,236.60   | 5,530.00   | 6,630.00   | 6,630.00   | 5,393.40    | 18.65%  |
| 5209                    | Professional Services             | 4,176.04  | 14,104.92  | -          | -          | -          | (14,104.92) | N/A     |
| 5210                    | Maintenace & Repair Building      | 1,365.27  | 8,697.44   | 8,330.00   | 10,000.00  | 10,000.00  | 1,302.56    | 86.97%  |
| 5211                    | Maintenace & Repair Equipment     | -         | -          | 4,680.00   | 5,610.00   | 3,000.00   | 3,000.00    | 0.00%   |
| 5212                    | Home Repair & Utility Asst        | -         | 15,000.00  | 12,500.00  | 15,000.00  | 15,000.00  | -           | 100.00% |
| 5213                    | Audit Fees                        | -         | 38,700.00  | 30,470.00  | 36,558.00  | 36,558.00  | (2,142.00)  | 105.86% |
| 5214                    | Other Contracted Services         | 5,247.98  | 64,751.82  | 21,660.00  | 25,996.00  | 60,887.00  | (3,864.82)  | 106.35% |
| 5215                    | City Attorney                     | 10,713.08 | 76,212.00  | 73,700.00  | 88,434.00  | 78,500.00  | 2,288.00    | 97.09%  |
| 5216                    | Special Prosecutor Fees           | -         | -          | 2,080.00   | 2,500.00   | 2,500.00   | 2,500.00    | 0.00%   |
| 5218                    | IT Services & Communication       | 4,291.43  | 18,804.59  | 16,420.00  | 19,700.00  | 19,030.00  | 225.41      | 98.82%  |
| 5219                    | Meeting Expense                   | 281.72    | 281.72     | -          | -          | 1,200.00   | 918.28      | 23.48%  |



**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the Period Ended 10/31/2016**

I-GF

|               |                                       | Current Month    | Year-to-Date      | Budget to Date      | Annual Budget       | 2016 Projected      | Projected YTD<br>Balance | % of<br>Projected |
|---------------|---------------------------------------|------------------|-------------------|---------------------|---------------------|---------------------|--------------------------|-------------------|
| 5230          | Art Commissioner                      | 100.00           | 1,000.00          | 1,000.00            | 1,200.00            | 1,200.00            | 200.00                   | 83.33%            |
| 5232          | United Community Services             | -                | 3,930.00          | 3,280.00            | 3,930.00            | 3,930.00            | -                        | 100.00%           |
| 5260          | Vehicle Maintenance                   | -                | 117.30            | -                   | -                   | -                   | (117.30)                 | N/A               |
| 5301          | Office Supplies                       | 212.68           | 4,111.69          | 11,330.00           | 13,600.00           | 13,700.00           | 9,588.31                 | 30.01%            |
| 5304          | Janitorial Supplies                   | 111.32           | 1,030.03          | 2,550.00            | 3,060.00            | 3,060.00            | 2,029.97                 | 33.66%            |
| 5306          | Materials                             | -                | 48.00             | -                   | -                   | -                   | (48.00)                  | N/A               |
| 5401          | Insurance & Surety Bonds              | -                | 37,534.59         | 33,500.00           | 40,196.00           | 37,211.00           | (323.59)                 | 100.87%           |
| 5405          | Dues, Subscriptions & Books           | 500.00           | 10,618.45         | 11,500.00           | 13,805.00           | 13,805.00           | 3,186.55                 | 76.92%            |
| 5406          | Elections - City                      | -                | -                 | 3,830.00            | 4,600.00            | 4,600.00            | 4,600.00                 | 0.00%             |
| 5407          | Public Relations                      | -                | 271.88            | 2,500.00            | 3,000.00            | 3,000.00            | 2,728.12                 | 9.06%             |
| 5408          | Miscellaneous Charges                 | 170.48           | 2,468.42          | 2,500.00            | 3,000.00            | 7,000.00            | 4,531.58                 | 35.26%            |
| 5410          | Committee Funds                       | 746.74           | 1,368.33          | 3,330.00            | 4,000.00            | 4,000.00            | 2,631.67                 | 34.21%            |
| 5421          | Jo Co Home Repair - Major             | -                | -                 | 10,420.00           | 12,500.00           | 12,500.00           | 12,500.00                | 0.00%             |
| 5427          | Property Tax Payments                 | -                | -                 | 12,500.00           | 15,000.00           | 7,500.00            | 7,500.00                 | 0.00%             |
| 5510          | Community Events                      | -                | 1,400.05          | 1,670.00            | 2,000.00            | 2,000.00            | 599.95                   | 70.00%            |
| 5511          | Fireworks                             | -                | 2,000.00          | 2,080.00            | 2,500.00            | 2,500.00            | 500.00                   | 80.00%            |
| 5516          | Strategic Planning                    | 1,500.00         | 17,925.00         | 15,420.00           | 18,500.00           | 15,500.00           | (2,425.00)               | 115.65%           |
| 5517          | Branding Implementation               | -                | -                 | -                   | -                   | 3,000.00            | 3,000.00                 | 0.00%             |
| 5524          | RPPOA Common Area Expenses            | -                | 33,847.00         | 28,210.00           | 33,847.00           | 33,847.00           | -                        | 100.00%           |
| 5600          | Lease/Purchase - Pool                 | -                | -                 | 157,500.00          | 189,000.00          | 189,000.00          | 189,000.00               | 0.00%             |
| 5605          | Lease/Purchase Pool Interest          | -                | 9,765.00          | 16,280.00           | 19,530.00           | 19,530.00           | 9,765.00                 | 50.00%            |
| 5751          | TIF Fund Expenditure                  | -                | -                 | 209,330.00          | 251,200.00          | -                   | -                        | N/A               |
| 5758          | Pool Operations                       | -                | 0.20              | 188,130.00          | 225,750.00          | 200,000.00          | 199,999.80               | 0.00%             |
| 5766          | Pool Equipment                        | 2,275.00         | 2,275.00          | 21,880.00           | 26,250.00           | 26,250.00           | 23,975.00                | 8.67%             |
| 5813          | Computer System R&M                   | -                | 259.98            | 4,170.00            | 5,000.00            | 5,000.00            | 4,740.02                 | 5.20%             |
| 5814          | Computer Software                     | -                | 17,878.56         | 15,420.00           | 18,500.00           | 18,500.00           | 621.44                   | 96.64%            |
| 5817          | RP Community Foundation Grant Expense | 1,020.08         | 7,443.11          | -                   | -                   | -                   | (7,443.11)               | N/A               |
| 5818          | Transfer to Bond & Interest Fund      | 9,769.00         | 97,690.00         | 97,690.00           | 117,230.00          | 117,230.00          | 19,540.00                | 83.33%            |
| 5825          | Transfer to Equip Reserve Fund        | 495.00           | 57,892.50         | 63,780.00           | 76,530.00           | 69,471.00           | 11,578.50                | 83.33%            |
|               | <b>Total General Overhead</b>         | <u>64,174.09</u> | <u>756,671.62</u> | <u>1,334,280.00</u> | <u>1,601,081.00</u> | <u>1,331,176.00</u> | <u>574,504.38</u>        | 56.84%            |
| <b>Police</b> |                                       |                  |                   |                     |                     |                     |                          |                   |
| 5101          | Salaries - Regular                    | 66,979.70        | 656,938.02        | 720,860.00          | 865,035.00          | 810,000.00          | 153,061.98               | 81.10%            |
| 5102          | Salaries-Overtime                     | 97.72            | 20,047.25         | 47,500.00           | 57,000.00           | 49,058.00           | 29,010.75                | 40.86%            |
| 5104          | Salaries - Part-time                  | 1,367.95         | 7,283.81          | 10,830.00           | 13,000.00           | 13,000.00           | 5,716.19                 | 56.03%            |
| 5202          | Telephone                             | 535.46           | 4,685.62          | 6,670.00            | 8,000.00            | 8,000.00            | 3,314.38                 | 58.57%            |
| 5203          | Printing & Advertising                | -                | -                 | 830.00              | 1,000.00            | 1,000.00            | 1,000.00                 | 0.00%             |
| 5205          | Postage & Mailing Permits             | -                | 14.07             | 830.00              | 1,000.00            | 1,000.00            | 985.93                   | 1.41%             |
| 5206          | Travel Expense & Training             | 539.35           | 2,700.11          | 6,670.00            | 8,000.00            | 8,000.00            | 5,299.89                 | 33.75%            |
| 5207          | Medical Expense & Drug Testing        | 64.00            | 460.40            | 830.00              | 1,000.00            | 1,000.00            | 539.60                   | 46.04%            |
| 5210          | Maintenace & Repair Building          | -                | -                 | 80.00               | 100.00              | 100.00              | 100.00                   | 0.00%             |
| 5211          | Maintenace & Repair Equipment         | 858.10           | 2,073.50          | 6,670.00            | 8,000.00            | 8,000.00            | 5,926.50                 | 25.92%            |
| 5214          | Other Contracted Services             | -                | 11,724.28         | 11,580.00           | 13,900.00           | 13,900.00           | 2,175.72                 | 84.35%            |
| 5224          | Laundry Service                       | -                | 1,663.90          | 2,000.00            | 2,400.00            | 2,400.00            | 736.10                   | 69.33%            |
| 5238          | Animal Control                        | -                | 55,882.80         | 46,670.00           | 56,000.00           | 56,000.00           | 117.20                   | 99.79%            |
| 5260          | Vehicle Maintenance                   | 540.50           | 5,184.62          | 12,500.00           | 15,000.00           | 15,000.00           | 9,815.38                 | 34.56%            |
| 5301          | Office Supplies                       | 20.52            | 68.91             | -                   | -                   | 3,000.00            | 2,931.09                 | 2.30%             |
| 5302          | Motor Fuels & Lubricants              | 1,507.76         | 13,724.24         | 35,000.00           | 42,000.00           | 35,000.00           | 21,275.76                | 39.21%            |
| 5306          | Materials                             | -                | -                 | 1,670.00            | 2,000.00            | 2,000.00            | 2,000.00                 | 0.00%             |
| 5307          | Other Commodities                     | 182.33           | 896.35            | 3,330.00            | 4,000.00            | 4,000.00            | 3,103.65                 | 22.41%            |
| 5308          | Clothing & Uniforms                   | 777.04           | 6,446.17          | 7,500.00            | 9,000.00            | 9,000.00            | 2,553.83                 | 71.62%            |
| 5309          | Amunition                             | -                | -                 | 2,250.00            | 2,700.00            | 2,700.00            | 2,700.00                 | 0.00%             |
| 5310          | Training Supplies                     | -                | 203.45            | 420.00              | 500.00              | 500.00              | 296.55                   | 40.69%            |
| 5401          | Insurance & Surety Bonds              | -                | 25.00             | -                   | -                   | -                   | (25.00)                  | N/A               |



**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the Period Ended 10/31/2016**

I-GF

|                              |                                    | Current Month    | Year-to-Date      | Budget to Date      | Annual Budget       | 2016 Projected      | Projected YTD<br>Balance | % of<br>Projected |
|------------------------------|------------------------------------|------------------|-------------------|---------------------|---------------------|---------------------|--------------------------|-------------------|
| 5405                         | Dues, Subscriptions & Books        | -                | 1,068.60          | 630.00              | 750.00              | 1,005.00            | (63.60)                  | 106.33%           |
| 5408                         | Miscellaneous Charges              | -                | -                 | 830.00              | 1,000.00            | 1,000.00            | 1,000.00                 | 0.00%             |
| 5452                         | Community Policing                 | 200.99           | 322.79            | 830.00              | 1,000.00            | 500.00              | 177.21                   | 64.56%            |
| 5825                         | Transfer to Equip Reserve Fund     | (8,768.00)       | 72,817.00         | 90,650.00           | 108,780.00          | 87,380.00           | 14,563.00                | 83.33%            |
|                              | <b>Total Police</b>                | <u>64,903.42</u> | <u>864,230.89</u> | <u>1,017,630.00</u> | <u>1,221,165.00</u> | <u>1,132,543.00</u> | <u>268,312.11</u>        | <u>76.31%</u>     |
| <b>Court</b>                 |                                    |                  |                   |                     |                     |                     |                          |                   |
| 5101                         | Salaries - Regular                 | 2,463.33         | 33,131.63         | 34,940.00           | 41,926.00           | 41,926.00           | 8,794.37                 | 79.02%            |
| 5102                         | Salaries-Overtime                  | 30.23            | 529.03            | 830.00              | 1,000.00            | 1,000.00            | 470.97                   | 52.90%            |
| 5108                         | Salaries - Judge                   | 562.00           | 14,008.00         | 11,830.00           | 14,200.00           | 14,200.00           | 192.00                   | 98.65%            |
| 5109                         | Salaries - Prosecutor              | 535.50           | 11,322.00         | 9,780.00            | 11,730.00           | 11,730.00           | 408.00                   | 96.52%            |
| 5202                         | Telephone                          | -                | 135.00            | 150.00              | 180.00              | 180.00              | 45.00                    | 75.00%            |
| 5203                         | Printing & Advertising             | -                | 180.00            | 330.00              | 400.00              | 400.00              | 220.00                   | 45.00%            |
| 5206                         | Travel Expense & Training          | 841.27           | 841.27            | 170.00              | 200.00              | 200.00              | (641.27)                 | 420.64%           |
| 5209                         | Professional Services              | 340.00           | 3,248.00          | 5,830.00            | 7,000.00            | 7,000.00            | 3,752.00                 | 46.40%            |
| 5211                         | Maintenace & Repair Equipment      | -                | -                 | 170.00              | 200.00              | 200.00              | 200.00                   | 0.00%             |
| 5214                         | Other Contracted Services          | -                | -                 | 830.00              | 1,000.00            | 1,000.00            | 1,000.00                 | 0.00%             |
| 5227                         | Prisoner Care                      | 1,645.00         | 4,375.00          | 6,670.00            | 8,000.00            | 8,000.00            | 3,625.00                 | 54.69%            |
| 5228                         | Fees Due State of Kansas           | -                | 17,903.50         | 38,340.00           | 46,005.00           | 42,000.00           | 24,096.50                | 42.63%            |
| 5308                         | Clothing & Uniforms                | -                | -                 | 170.00              | 200.00              | 200.00              | 200.00                   | 0.00%             |
| 5405                         | Dues, Subscriptions & Books        | -                | 255.00            | 510.00              | 611.00              | 611.00              | 356.00                   | 41.73%            |
| 5408                         | Miscellaneous Charges              | -                | 16.40             | 170.00              | 200.00              | 200.00              | 183.60                   | 8.20%             |
| 5814                         | Computer Software                  | -                | -                 | 4,470.00            | 5,363.00            | 5,363.00            | 5,363.00                 | 0.00%             |
| 5821                         | Alcohol / Drug State Fees          | -                | 150.00            | -                   | -                   | -                   | (150.00)                 | N/A               |
|                              | <b>Total Court</b>                 | <u>6,417.33</u>  | <u>86,094.83</u>  | <u>115,190.00</u>   | <u>138,215.00</u>   | <u>134,210.00</u>   | <u>48,115.17</u>         | <u>64.15%</u>     |
| <b>Neighborhood Services</b> |                                    |                  |                   |                     |                     |                     |                          |                   |
| 5101                         | Salaries - Regular                 | 5,784.86         | 83,282.25         | 89,610.00           | 107,532.00          | 107,532.00          | 24,249.75                | 77.45%            |
| 5102                         | Salaries-Overtime                  | -                | 932.62            | 420.00              | 500.00              | 500.00              | (432.62)                 | 186.52%           |
| 5202                         | Telephone                          | 15.00            | 255.00            | 300.00              | 360.00              | 360.00              | 105.00                   | 70.83%            |
| 5203                         | Printing & Advertising             | -                | 125.00            | 830.00              | 1,000.00            | 1,000.00            | 875.00                   | 12.50%            |
| 5206                         | Travel Expense & Training          | -                | 1,768.33          | 2,500.00            | 3,000.00            | 3,000.00            | 1,231.67                 | 58.94%            |
| 5214                         | Other Contracted Services          | 7,471.75         | 9,925.25          | 420.00              | 500.00              | 5,500.00            | (4,425.25)               | 180.46%           |
| 5260                         | Vehicle Maintenance                | -                | 290.69            | 830.00              | 1,000.00            | 1,000.00            | 709.31                   | 29.07%            |
| 5302                         | Motor Fuels & Lubricants           | 70.38            | 514.10            | 1,670.00            | 2,000.00            | 2,000.00            | 1,485.90                 | 25.71%            |
| 5405                         | Dues, Subscriptions & Books        | -                | 711.60            | 670.00              | 800.00              | 800.00              | 88.40                    | 88.95%            |
|                              | <b>Total Neighborhood Services</b> | <u>13,341.99</u> | <u>97,804.84</u>  | <u>97,250.00</u>    | <u>116,692.00</u>   | <u>121,692.00</u>   | <u>23,887.16</u>         | <u>80.37%</u>     |
| <b>Administration</b>        |                                    |                  |                   |                     |                     |                     |                          |                   |
| 5101                         | Salaries - Regular                 | 17,560.45        | 187,654.95        | 204,380.00          | 245,258.00          | 220,143.00          | 32,488.05                | 85.24%            |
| 5102                         | Salaries-Overtime                  | -                | -                 | 420.00              | 500.00              | 130.00              | 130.00                   | 0.00%             |
| 5104                         | Salaries - Part-time               | 2,591.25         | 18,930.00         | -                   | -                   | 31,200.00           | 12,270.00                | 60.67%            |
| 5107                         | Salaries - Intern                  | 785.00           | 2,641.96          | 6,250.00            | 7,500.00            | 5,805.00            | 3,163.04                 | 45.51%            |
| 5202                         | Telephone                          | 160.00           | 1,600.00          | 1,180.00            | 1,410.00            | 1,410.00            | (190.00)                 | 113.48%           |
| 5206                         | Travel Expense & Training          | 26.00            | 3,403.40          | 8,330.00            | 10,000.00           | 8,500.00            | 5,096.60                 | 40.04%            |
| 5207                         | Medical Expense & Drug Testing     | -                | 128.00            | 40.00               | 50.00               | 50.00               | (78.00)                  | 256.00%           |
| 5214                         | Other Contracted Services          | -                | 2,492.16          | 4,170.00            | 5,000.00            | 10,500.00           | 8,007.84                 | 23.73%            |
| 5226                         | Car Allowance                      | 450.00           | 4,500.00          | 4,500.00            | 5,400.00            | 5,400.00            | 900.00                   | 83.33%            |
| 5302                         | Motor Fuels & Lubricants           | -                | -                 | 340.00              | 413.00              | 413.00              | 413.00                   | 0.00%             |
| 5308                         | Clothing & Uniforms                | -                | -                 | 210.00              | 250.00              | 250.00              | 250.00                   | 0.00%             |
| 5401                         | Insurance & Surety Bonds           | -                | -                 | 60.00               | 75.00               | 75.00               | 75.00                    | 0.00%             |
| 5405                         | Dues, Subscriptions & Books        | (500.00)         | 1,833.00          | 1,330.00            | 1,600.00            | 1,600.00            | (233.00)                 | 114.56%           |



**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the Period Ended 10/31/2016**

I-GF

|                          |                                | Current Month    | Year-to-Date      | Budget to Date    | Annual Budget     | 2016 Projected    | Projected YTD<br>Balance | % of<br>Projected |
|--------------------------|--------------------------------|------------------|-------------------|-------------------|-------------------|-------------------|--------------------------|-------------------|
| 5408                     | Miscellaneous Charges          | -                | 462.12            | -                 | -                 | -                 | (462.12)                 | N/A               |
| 5503                     | Office Equipment               | -                | -                 | 2,500.00          | 3,000.00          | 1,500.00          | 1,500.00                 | 0.00%             |
| 5813                     | Computer System R&M            | -                | -                 | -                 | -                 | 1,500.00          | 1,500.00                 | 0.00%             |
|                          | <b>Total Administration</b>    | <u>21,072.70</u> | <u>223,645.59</u> | <u>233,710.00</u> | <u>280,456.00</u> | <u>288,476.00</u> | <u>64,830.41</u>         | 77.53%            |
| <b>Public Works</b>      |                                |                  |                   |                   |                   |                   |                          |                   |
| 5101                     | Salaries - Regular             | 22,957.70        | 241,179.63        | 227,030.00        | 272,435.00        | 273,488.00        | 32,308.37                | 88.19%            |
| 5102                     | Salaries-Overtime              | 547.22           | 5,352.92          | 7,080.00          | 8,500.00          | 8,500.00          | 3,147.08                 | 62.98%            |
| 5104                     | Salaries - Part-time           | -                | -                 | 18,330.00         | 22,000.00         | -                 | -                        | N/A               |
| 5197                     | Water                          | 899.19           | 5,370.74          | -                 | -                 | 6,000.00          | 629.26                   | 89.51%            |
| 5198                     | Sewer                          | 376.72           | 2,242.73          | -                 | -                 | 3,000.00          | 757.27                   | 74.76%            |
| 5199                     | Natural Gas                    | 47.24            | 2,183.03          | -                 | -                 | 3,100.00          | 916.97                   | 70.42%            |
| 5201                     | Electric                       | 1,764.26         | 20,074.31         | 23,060.00         | 27,675.00         | 21,420.00         | 1,345.69                 | 93.72%            |
| 5202                     | Telephone                      | 120.00           | 1,155.00          | 2,080.00          | 2,500.00          | 2,500.00          | 1,345.00                 | 46.20%            |
| 5206                     | Travel Expense & Training      | -                | 6,039.28          | 4,660.00          | 5,590.00          | 5,590.00          | (449.28)                 | 108.04%           |
| 5207                     | Medical Expense & Drug Testing | 106.15           | 643.84            | 1,000.00          | 1,200.00          | 1,200.00          | 556.16                   | 53.65%            |
| 5210                     | Maintenace & Repair Building   | -                | 4,682.72          | 8,330.00          | 10,000.00         | 10,000.00         | 5,317.28                 | 46.83%            |
| 5211                     | Maintenace & Repair Equipment  | -                | 7,165.18          | 24,270.00         | 29,125.00         | 25,000.00         | 17,834.82                | 28.66%            |
| 5214                     | Other Contracted Services      | 4,298.38         | 26,397.49         | 4,290.00          | 5,150.00          | 31,150.00         | 4,752.51                 | 84.74%            |
| 5260                     | Vehicle Maintenance            | 109.28           | 4,194.91          | 12,810.00         | 15,375.00         | 15,375.00         | 11,180.09                | 27.28%            |
| 5301                     | Office Supplies                | -                | 64.86             | -                 | -                 | -                 | (64.86)                  | N/A               |
| 5302                     | Motor Fuels & Lubricants       | 1,210.42         | 6,968.05          | 27,380.00         | 32,850.00         | 28,850.00         | 21,881.95                | 24.15%            |
| 5304                     | Janitorial Supplies            | 140.74           | 340.95            | 1,710.00          | 2,050.00          | 2,050.00          | 1,709.05                 | 16.63%            |
| 5305                     | Traffic Control Signs          | -                | 1,461.88          | 4,290.00          | 5,150.00          | 5,150.00          | 3,688.12                 | 28.39%            |
| 5306                     | Materials                      | 100.12           | 5,230.31          | 3,330.00          | 4,000.00          | 4,000.00          | (1,230.31)               | 130.76%           |
| 5308                     | Clothing & Uniforms            | 139.49           | 3,461.10          | 3,330.00          | 4,000.00          | 4,000.00          | 538.90                   | 86.53%            |
| 5318                     | Tools                          | 228.55           | 1,160.99          | 3,330.00          | 4,000.00          | 4,000.00          | 2,839.01                 | 29.02%            |
| 5320                     | Grounds Maintenance            | 830.07           | 16,030.77         | 16,670.00         | 20,000.00         | 20,000.00         | 3,969.23                 | 80.15%            |
| 5321                     | Tree Maintenance               | (3,000.00)       | 12,977.27         | 12,500.00         | 15,000.00         | 15,000.00         | 2,022.73                 | 86.52%            |
| 5401                     | Insurance & Surety Bonds       | -                | 25.00             | -                 | -                 | 15,000.00         | 14,975.00                | 0.17%             |
| 5405                     | Dues, Subscriptions & Books    | 45.00            | 488.00            | 580.00            | 700.00            | 450.00            | (38.00)                  | 108.44%           |
| 5408                     | Miscellaneous Charges          | -                | 66.22             | -                 | -                 | -                 | (66.22)                  | N/A               |
| 5503                     | Office Equipment               | -                | 76.12             | 1,250.00          | 1,500.00          | 1,500.00          | 1,423.88                 | 5.07%             |
| 5505                     | Other Capital Outlay           | -                | -                 | -                 | -                 | 3,000.00          | 3,000.00                 | 0.00%             |
| 5814                     | Computer Software              | -                | 1,200.16          | 2,500.00          | 3,000.00          | 3,300.00          | 2,099.84                 | 36.37%            |
| 5825                     | Transfer to Equip Reserve Fund | 61,260.00        | 93,750.00         | 36,100.00         | 43,318.00         | 112,500.00        | 18,750.00                | 83.33%            |
|                          | <b>Total Public Works</b>      | <u>92,180.53</u> | <u>469,983.46</u> | <u>445,910.00</u> | <u>535,118.00</u> | <u>625,123.00</u> | <u>155,139.54</u>        | 75.18%            |
| <b>Employee Benefits</b> |                                |                  |                   |                   |                   |                   |                          |                   |
| 5122                     | FICA City Contribution         | 9,764.76         | 102,809.64        | 112,500.00        | 135,000.00        | 135,000.00        | 32,190.36                | 76.16%            |
| 5123                     | KPERS City Contribution        | 5,248.51         | 58,783.92         | 67,500.00         | 81,000.00         | 81,000.00         | 22,216.08                | 72.57%            |
| 5124                     | KS Unemployment Insurance      | -                | 3,095.41          | 3,250.00          | 3,900.00          | 1,400.00          | (1,695.41)               | 221.10%           |
| 5125                     | Worker's Compensation          | -                | 36,527.00         | 33,750.00         | 40,500.00         | 40,000.00         | 3,473.00                 | 91.32%            |
| 5126                     | Health Insurance               | (2,939.70)       | 205,007.68        | 277,310.00        | 332,770.00        | 310,241.00        | 105,233.32               | 66.08%            |
| 5127                     | Health Savings Account         | 2,962.50         | 20,852.50         | -                 | -                 | 21,800.00         | 947.50                   | 95.65%            |
| 5128                     | 401A City Contribution         | 369.22           | 3,876.81          | -                 | -                 | 4,635.00          | 758.19                   | 83.64%            |
| 5130                     | City Paid Life Insurance       | 685.80           | 7,611.51          | -                 | -                 | 9,900.00          | 2,288.49                 | 76.88%            |
| 5131                     | KP&F City Contribution         | 11,689.75        | 130,691.51        | 156,670.00        | 188,000.00        | 188,000.00        | 57,308.49                | 69.52%            |
| 5133                     | Wellness Incentive             | -                | -                 | -                 | -                 | -                 | -                        | N/A               |
|                          | <b>Total Employee Benefits</b> | <u>27,780.84</u> | <u>569,255.98</u> | <u>650,980.00</u> | <u>781,170.00</u> | <u>791,976.00</u> | <u>222,720.02</u>        | 71.88%            |
| <b>City Council</b>      |                                |                  |                   |                   |                   |                   |                          |                   |
| 5103                     | Salaries - Elected Officials   | 3,970.00         | 39,700.00         | 39,100.00         | 46,920.00         | 46,920.00         | 7,220.00                 | 84.61%            |
| 5206                     | Travel Expense & Training      | 1,413.87         | 3,396.90          | 6,420.00          | 7,700.00          | 7,700.00          | 4,303.10                 | 44.12%            |
| 5402                     | Mayor's Expenses               | -                | -                 | 830.00            | 1,000.00          | 1,000.00          | 1,000.00                 | 0.00%             |
| 5405                     | Dues, Subscriptions & Books    | -                | 390.00            | 280.00            | 340.00            | 400.00            | 10.00                    | 97.50%            |
|                          | <b>Total City Council</b>      | <u>5,383.87</u>  | <u>43,486.90</u>  | <u>46,630.00</u>  | <u>55,960.00</u>  | <u>56,020.00</u>  | <u>12,533.10</u>         | 77.63%            |



**City of Roeland Park**  
**Statement of Activities - General Operating Fund**  
**For the Period Ended 10/31/2016**

I-GF

|            |                                | <u>Current Month</u> | <u>Year-to-Date</u>    | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|------------|--------------------------------|----------------------|------------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
|            | <b>Solid Waste</b>             |                      |                        |                       |                      |                       |                                  |                           |
| 5101       | Salaries - Regular             | -                    | -                      | 20,910.00             | 25,091.00            | 25,091.00             | 25,091.00                        | 0.00%                     |
| 5211       | Maintenace & Repair Equipment  | -                    | 72.62                  | 1,250.00              | 1,500.00             | 1,500.00              | 1,427.38                         | 4.84%                     |
| 5272       | Solid Waste Contract           | 34,493.52            | 345,515.33             | 345,000.00            | 414,000.00           | 414,000.00            | 68,484.67                        | 83.46%                    |
| 5302       | Motor Fuels & Lubricants       | -                    | 975.00                 | 4,170.00              | 5,000.00             | 5,000.00              | 4,025.00                         | 19.50%                    |
| 5312       | Leaf Program Disposal Fees     | -                    | 14,172.51              | 11,100.00             | 13,325.00            | 13,325.00             | (847.51)                         | 106.36%                   |
| 5756       | General Reserve                | -                    | -                      | 18,730.00             | 22,475.00            | -                     | -                                | N/A                       |
| 5825       | Transfer to Equip Reserve Fund | -                    | -                      | 26,790.00             | 32,152.00            | -                     | -                                | N/A                       |
|            | <b>Total Solid Waste</b>       | <u>34,493.52</u>     | <u>360,735.46</u>      | <u>427,950.00</u>     | <u>513,543.00</u>    | <u>458,916.00</u>     | <u>98,180.54</u>                 | 78.61%                    |
|            | <b>Total Expenditures</b>      | <u>329,748.29</u>    | <u>3,471,909.57</u>    | <u>4,369,530.00</u>   | <u>5,243,400.00</u>  | <u>4,940,132.00</u>   | <u>1,468,222.43</u>              | 70.28%                    |
|            | <b>Change in Net Assets</b>    | <u>(76,896.02)</u>   | 1,159,360.03           | <u>2,028,679.00</u>   | <u>2,034,741.00</u>  | <u>2,407,700.00</u>   | <u>1,248,339.97</u>              |                           |
| 2910..2970 | <b>Net Assets, Beginning</b>   |                      | <u>2,445,219.02</u>    |                       |                      |                       |                                  |                           |
|            | <b>Net Assets, Ending</b>      |                      | <u>\$ 3,604,579.05</u> |                       |                      |                       |                                  |                           |



**City of Roeland Park**  
**Statement of Activities - General Fund**  
**Restricted for Special Law Enforcement Fund**  
**For the Period Ended 10/31/2016**

|                                            | <u>Current Month</u> | <u>Year-to-Date</u> | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|--------------------------------------------|----------------------|---------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>                            |                      |                     |                       |                      |                       |                                  |                           |
| 4010 <b>Cash Carryforward</b>              | \$ -                 | \$ -                | \$ -                  | \$ -                 | \$ -                  | \$ -                             | N/A                       |
| 4432 <b>Spec. Law Enforcement Revenues</b> | -                    | -                   | -                     | -                    | -                     | -                                | N/A                       |
| <b>Total Revenues</b>                      | -                    | -                   | -                     | -                    | -                     | -                                | N/A                       |
| <b>Expenditures</b>                        |                      |                     |                       |                      |                       |                                  |                           |
| 5816 <b>Spec. Law Enforcement Expenses</b> | -                    | -                   | -                     | -                    | -                     | -                                | N/A                       |
| <b>Total Expenditures</b>                  | -                    | -                   | -                     | -                    | -                     | -                                | N/A                       |
| <br><b>Change in Net Assets</b>            | <br>\$ -             | <br>\$ -            | <br>\$ -              | <br>\$ -             | <br>\$ -              | <br>\$ -                         |                           |
| 2910..2970 <b>Net Assets, Beginning</b>    |                      | 8,212.83            |                       |                      |                       |                                  |                           |
| <b>Net Assets, Ending</b>                  |                      | <u>\$ 8,212.83</u>  |                       |                      |                       |                                  |                           |

**City of Roeland Park**  
**Statement of Activities - Bond & Interest Fund**  
**For the Period Ended 10/31/2016**

|                 |                                   | <u>Current Month</u> | <u>Year to Date</u>  | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|-----------------|-----------------------------------|----------------------|----------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b> |                                   |                      |                      |                       |                      |                       |                                  |                           |
| 4010            | Cash Carryforward                 | \$ -                 | \$ -                 | \$ 494,574.00         | \$ 494,574.00        | \$ 421,228.00         | \$ 421,228.00                    | 0.00%                     |
| 4020            | Recreational Vehicle Tax          | 8.05                 | 131.71               | 80.00                 | 98.00                | 98.00                 | (33.71)                          | 134.40%                   |
| 4021            | Commercial Vehicle Tax            | -                    | -                    | 120.00                | 144.00               | -                     | -                                | N/A                       |
| 4040            | Heavy Trucks Tax                  | -                    | 93.69                | 10.00                 | 14.00                | 14.00                 | (79.69)                          | 669.21%                   |
| 4050            | Ad Valorem Tax                    | (0.01)               | 267,901.67           | 262,150.00            | 314,585.00           | 314,585.00            | 46,683.33                        | 85.16%                    |
| 4060            | Motor Vehicle Tax                 | 4,800.68             | 34,276.17            | 29,830.00             | 35,795.00            | 35,795.00             | 1,518.83                         | 95.76%                    |
| 4070            | Personal Property Tax-Delinquent  | -                    | 46.29                | 40.00                 | 50.00                | 50.00                 | 3.71                             | 92.58%                    |
| 4080            | Real Property Tax - Delinquent    | 358.55               | 4,797.22             | 2,500.00              | 3,000.00             | 3,000.00              | (1,797.22)                       | 159.91%                   |
| 4510..4511      | Interest On Investment            | 4,020.70             | 4,020.70             | -                     | -                    | 5,455.00              | 1,434.30                         | 73.71%                    |
| 4610            | Special Assessments               | -                    | 28.94                | -                     | -                    | -                     | (28.94)                          | N/A                       |
| 4620            | Special Assessment Tax-Delinquent | 866.32               | 951.09               | -                     | -                    | -                     | (951.09)                         | N/A                       |
| 4630            | Storm Drainage RC12-013           | -                    | 62,569.74            | 49,790.00             | 59,750.00            | 59,750.00             | (2,819.74)                       | 104.72%                   |
| 4640            | Storm Drainage RC12-012           | -                    | 94,646.84            | 77,160.00             | 92,595.00            | 92,595.00             | (2,051.84)                       | 102.22%                   |
| 4650            | Storm Drainage RC12-014           | -                    | 109,223.71           | 86,320.00             | 103,588.00           | 103,588.00            | (5,635.71)                       | 105.44%                   |
| 4830            | Transfer from 27A Fund            | 35,736.75            | 357,367.50           | 357,370.00            | 428,841.00           | 428,841.00            | 71,473.50                        | 83.33%                    |
| 4840            | Transfer from General Fund        | 9,769.00             | 97,690.00            | 97,690.00             | 117,230.00           | 117,230.00            | 19,540.00                        | 83.33%                    |
|                 | <b>Total Revenues</b>             | <b>55,560.04</b>     | <b>1,033,745.27</b>  | <b>1,457,634.00</b>   | <b>1,650,264.00</b>  | <b>1,582,229.00</b>   | <b>548,483.73</b>                | 65.33%                    |
| 5209            | Professional Services             | -                    | -                    | -                     | -                    | 5,500.00              | 5,500.00                         | 0.00%                     |
| 5214            | Other Contracted Services         | -                    | 1,374.80             | -                     | -                    | 360,000.00            | 358,625.20                       | 0.38%                     |
| 5607            | Principal Bonds (2008-A Issue)    | -                    | -                    | 300,000.00            | 360,000.00           | 360,000.00            | 360,000.00                       | 0.00%                     |
| 5610            | Interest Bonds (2008-A Issue)     | -                    | 6,570.00             | 10,950.00             | 13,140.00            | 13,140.00             | 6,570.00                         | 50.00%                    |
| 5614            | Bond Principal 2014-1             | -                    | 6,165.00             | 87,500.00             | 105,000.00           | 105,000.00            | 98,835.00                        | 5.87%                     |
| 5615            | Bond Interest 2014-1              | -                    | -                    | 10,280.00             | 12,330.00            | 12,330.00             | 12,330.00                        | 0.00%                     |
| 5621            | Bond Reserve                      | -                    | -                    | 356,870.00            | 428,245.00           | -                     | -                                | N/A                       |
| 5644            | Principal Bonds 2012-1            | -                    | -                    | 29,170.00             | 35,000.00            | 35,000.00             | 35,000.00                        | 0.00%                     |
| 5645            | Interest Bonds 2012-1             | -                    | 16,968.75            | 28,280.00             | 33,938.00            | 33,938.00             | 16,969.25                        | 50.00%                    |
| 5751            | TIF Fund Expenditure              | -                    | -                    | 36,580.00             | 43,900.00            | 43,900.00             | 43,900.00                        | 0.00%                     |
| 5834            | Bond Principal (2010-1)           | -                    | 260,000.00           | 216,670.00            | 260,000.00           | 260,000.00            | -                                | 100.00%                   |
| 5835            | Bond Interest (2010-1)            | -                    | 51,860.00            | 43,220.00             | 51,860.00            | 51,860.00             | -                                | 100.00%                   |
| 5840            | Bond Principal (2011-2)           | -                    | -                    | 137,500.00            | 165,000.00           | 165,000.00            | 165,000.00                       | 0.00%                     |
| 5841            | Bond Interest (2011-2)            | -                    | 17,348.75            | 28,910.00             | 34,698.00            | 34,698.00             | 17,349.25                        | 50.00%                    |
| 5842            | Bond Principal (2011-1)           | -                    | 105,000.00           | 87,500.00             | 105,000.00           | 105,000.00            | -                                | 100.00%                   |
| 5843            | Bond Interest (2011-1)            | -                    | 2,152.50             | 1,790.00              | 2,153.00             | 2,153.00              | 0.50                             | 99.98%                    |
|                 | <b>Total Expenditures</b>         | <b>-</b>             | <b>467,439.80</b>    | <b>1,375,220.00</b>   | <b>1,650,264.00</b>  | <b>1,587,519.00</b>   | <b>1,120,079.20</b>              | 29.44%                    |
|                 | <b>Change in Net Assets</b>       | <b>\$ 55,560.04</b>  | <b>\$ 566,305.47</b> | <b>\$ 82,414.00</b>   | <b>\$ -</b>          | <b>\$ (5,290.00)</b>  | <b>\$ (571,595.47)</b>           |                           |
| 2910..2970      | <b>Net Assets, Beginning</b>      |                      | 421,227.33           |                       |                      |                       |                                  |                           |
|                 | <b>Net Assets, Ending</b>         |                      | <b>\$ 987,532.80</b> |                       |                      |                       |                                  |                           |



**City of Roeland Park**  
**Statement of Activities - Special Highway Fund**  
**For the Period Ended 10/31/2016**

|                     |                                | <u>Current Month</u> | <u>Year to Date</u>  | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|--------------------------------|----------------------|----------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                                |                      |                      |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward              | \$ -                 | \$ -                 | \$ 79,237.00          | \$ 79,237.00         | \$ 76,721.00          | \$ 76,721.00                     | 0.00%                     |
| 4140                | Spec City/County Highway Fund  | <u>48,574.33</u>     | <u>181,318.05</u>    | <u>147,500.00</u>     | <u>177,000.00</u>    | <u>179,470.00</u>     | <u>(1,848.05)</u>                | <u>101.03%</u>            |
|                     | Total Revenues                 | <u>48,574.33</u>     | <u>181,318.05</u>    | <u>226,737.00</u>     | <u>256,237.00</u>    | <u>256,191.00</u>     | <u>74,872.95</u>                 | <u>70.77%</u>             |
| <b>Expenditures</b> |                                |                      |                      |                       |                      |                       |                                  |                           |
| 5101                | Salaries - Regular             | 2,726.00             | 27,260.00            | 27,260.00             | 32,709.00            | 56,323.00             | 29,063.00                        | 48.40%                    |
| 5211                | Maintenace & Repair Equipment  | -                    | -                    | -                     | -                    | -                     | -                                | N/A                       |
| 5260                | Vehicle Maintenance            | -                    | -                    | -                     | -                    | -                     | -                                | N/A                       |
| 5271                | Sand & Salt                    | -                    | 8,015.04             | 35,280.00             | 42,338.00            | 28,434.00             | 20,418.96                        | 28.19%                    |
| 5504                | Machinery & Auto Equipment     | -                    | -                    | -                     | -                    | -                     | -                                | N/A                       |
| 5750                | Contingency                    | -                    | -                    | 71,830.00             | 86,190.00            | -                     | -                                | N/A                       |
| 5825                | Transfer to Equip Reserve Fund | <u>(22,945.00)</u>   | <u>48,308.00</u>     | <u>79,170.00</u>      | <u>95,000.00</u>     | <u>57,970.00</u>      | <u>9,662.00</u>                  | <u>83.33%</u>             |
|                     | Total Expenditures             | <u>(20,219.00)</u>   | <u>83,583.04</u>     | <u>213,540.00</u>     | <u>256,237.00</u>    | <u>142,727.00</u>     | <u>59,143.96</u>                 | <u>58.56%</u>             |
|                     | Change in Net Assets           | <u>\$ 68,793.33</u>  | <u>\$ 97,735.01</u>  | <u>\$ 13,197.00</u>   | <u>\$ -</u>          | <u>\$ 113,464.00</u>  | <u>\$ 15,728.99</u>              |                           |
| 2910..2970          | Net Assets, Beginning          |                      | <u>76,721.57</u>     |                       |                      |                       |                                  |                           |
|                     | Net Assets, Ending             |                      | <u>\$ 174,456.58</u> |                       |                      |                       |                                  |                           |



**City of Roeland Park**  
**Statement of Activities - Special Street Fund 27A**  
**For the Period Ended 10/31/2016**

|                     |                                  | <u>Current Month</u>  | <u>Year to Date</u>    | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|----------------------------------|-----------------------|------------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                                  |                       |                        |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward                | \$ -                  | \$ -                   | \$ 168,286.00         | \$ 168,286.00        | \$ 397,506.00         | \$ 397,506.00                    | 0.00%                     |
| 4110                | City/County Sales & Use Tax      | 67,540.68             | 644,144.68             | 630,830.00            | 757,000.00           | 741,268.00            | 97,123.32                        | 86.90%                    |
| 4150                | CARS Funding                     | -                     | -                      | 35,830.00             | 43,000.00            | 45,600.00             | 45,600.00                        | 0.00%                     |
| 4510..4511          | Interest On Investment           | 1,592.99              | 1,592.99               | -                     | -                    | 5,455.00              | 3,862.01                         | 29.20%                    |
| 4520                | Other Sources                    | -                     | 51,220.41              | 45,830.00             | 55,000.00            | 57,000.00             | 5,779.59                         | 89.86%                    |
| 4530                | Reimbursed Expenses              | -                     | 352.50                 | 79,790.00             | 95,750.00            | -                     | (352.50)                         | N/A                       |
|                     | <b>Total Revenues</b>            | <b>69,133.67</b>      | <b>697,310.58</b>      | <b>960,566.00</b>     | <b>1,119,036.00</b>  | <b>1,246,829.00</b>   | <b>549,518.42</b>                | 55.93%                    |
| <b>Expenditures</b> |                                  |                       |                        |                       |                      |                       |                                  |                           |
| 5209                | Professional Services            | 15,592.18             | 74,858.62              | 50,000.00             | 60,000.00            | 70,000.00             | (4,858.62)                       | 106.94%                   |
| 5214                | Other Contracted Services        | -                     | -                      | -                     | -                    | -                     | -                                | N/A                       |
| 5438                | In-house Street Maintenance      | 5,990.81              | 55,585.34              | 66,670.00             | 80,000.00            | 80,000.00             | 24,414.66                        | 69.48%                    |
| 5456                | CARS Projects                    | 29,337.67             | 415,481.35             | 95,000.00             | 114,000.00           | 114,000.00            | (301,481.35)                     | 364.46%                   |
| 5750                | Contingency                      | -                     | -                      | 363,500.00            | 436,195.00           | -                     | -                                | N/A                       |
| 5818                | Transfer to Bond & Interest Fund | 35,736.75             | 357,367.50             | 357,370.00            | 428,841.00           | 428,841.00            | 71,473.50                        | 83.33%                    |
|                     | <b>Total Expenditures</b>        | <b>86,657.41</b>      | <b>903,292.81</b>      | <b>932,540.00</b>     | <b>1,119,036.00</b>  | <b>692,841.00</b>     | <b>(210,451.81)</b>              | 130.38%                   |
|                     | <b>Change in Net Assets</b>      | <b>\$ (17,523.74)</b> | <b>\$ (205,982.23)</b> | <b>\$ 28,026.00</b>   | <b>\$ -</b>          | <b>\$ 553,988.00</b>  | <b>\$ 759,970.23</b>             |                           |
| 2910..2970          | <b>Net Assets, Beginning</b>     |                       | 397,505.80             |                       |                      |                       |                                  |                           |
|                     | <b>Net Assets, Ending</b>        |                       | <b>\$ 191,523.57</b>   |                       |                      |                       |                                  |                           |



**City of Roeland Park**  
**Statement of Activities - Community Center Fund 27C**  
**For the Period Ended 10/31/2016**

|                     |                                 | <u>Current Month</u> | <u>Year to Date</u>  | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|---------------------------------|----------------------|----------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                                 |                      |                      |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward               | \$ -                 | \$ -                 | \$ 234,626.00         | \$ 234,626.00        | \$ 257,386.00         | \$ 257,386.00                    | 0.00%                     |
| 4110                | City/County Sales & Use Tax     | 16,885.17            | 161,036.18           | 157,500.00            | 189,000.00           | 185,317.00            | 24,280.82                        | 86.90%                    |
| 4850                | Transfer from Equipment Reserve | -                    | -                    | -                     | -                    | -                     | -                                | N/A                       |
|                     | <b>Total Revenues</b>           | <u>16,885.17</u>     | <u>161,036.18</u>    | <u>392,126.00</u>     | <u>423,626.00</u>    | <u>442,703.00</u>     | <u>281,666.82</u>                | 36.38%                    |
| <b>Expenditures</b> |                                 |                      |                      |                       |                      |                       |                                  |                           |
| 5210                | Maintenace And Repair Building  | 166.00               | 12,876.83            | 12,500.00             | 15,000.00            | 17,500.00             | 4,623.17                         | 73.58%                    |
| 5211                | Maintenace & Repair Equipment   | -                    | 974.00               | 12,920.00             | 15,500.00            | 8,500.00              | 7,526.00                         | 11.46%                    |
| 5401                | Insurance & Surety Bonds        | -                    | 3,914.46             | 4,170.00              | 5,000.00             | 3,915.00              | 0.54                             | 99.99%                    |
| 5409                | Appropriation - Jo Co HR        | -                    | 75,000.00            | 65,630.00             | 78,750.00            | 75,000.00             | -                                | 100.00%                   |
| 5427                | Property Tax Payments           | -                    | -                    | -                     | -                    | -                     | -                                | N/A                       |
| 5505                | Other Capital Outlay            | -                    | -                    | 40,470.00             | 48,567.00            | 18,500.00             | 18,500.00                        | 0.00%                     |
| 5523                | Grounds Improvements            | -                    | 608.33               | 2,500.00              | 3,000.00             | 3,000.00              | 2,391.67                         | 20.28%                    |
| 5802                | Transfer to General Fund        | -                    | -                    | -                     | -                    | -                     | -                                | N/A                       |
| 5756                | Community Center Reserve        | -                    | -                    | 214,840.00            | 257,809.00           | -                     | -                                | N/A                       |
|                     | <b>Total Expenditures</b>       | <u>166.00</u>        | <u>93,373.62</u>     | <u>353,030.00</u>     | <u>423,626.00</u>    | <u>126,415.00</u>     | <u>33,041.38</u>                 | 73.86%                    |
|                     | <b>Change in Net Assets</b>     | <u>\$ 16,719.17</u>  | \$ 67,662.56         | <u>\$ 39,096.00</u>   | <u>\$ -</u>          | <u>\$ 316,288.00</u>  | <u>\$ 248,625.44</u>             |                           |
| 2910..2970          | <b>Net Assets, Beginning</b>    |                      | <u>257,389.11</u>    |                       |                      |                       |                                  |                           |
|                     | <b>Net Assets, Ending</b>       |                      | <u>\$ 325,051.67</u> |                       |                      |                       |                                  |                           |



**City of Roeland Park**  
**Statement of Activities - Special Infrastructure 27D**  
**For the Period Ended 10/31/2016**

|                     |                                   | <u>Current Month</u> | <u>Year to Date</u>   | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|-----------------------------------|----------------------|-----------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                                   |                      |                       |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward                 | \$ -                 | \$ -                  | \$ 158,563.00         | \$ 158,563.00        | \$ 195,274.00         | \$ 195,274.00                    | 0.00%                     |
| 4110                | City/County Sales & Use Tax       | 33,770.34            | 322,072.32            | 315,000.00            | 378,000.00           | 378,000.00            | 55,927.68                        | 85.20%                    |
| 4790                | Reimbursed Expenses               | -                    | 4,242.00              | -                     | -                    | 378,000.00            | 373,758.00                       | 1.12%                     |
|                     | <b>Total Revenues</b>             | <u>33,770.34</u>     | <u>326,314.32</u>     | <u>473,563.00</u>     | <u>536,563.00</u>    | <u>951,274.00</u>     | <u>624,959.68</u>                | 34.30%                    |
| <b>Expenditures</b> |                                   |                      |                       |                       |                      |                       |                                  |                           |
| 5209                | Professional Services             | -                    | 15,321.59             | 33,330.00             | 40,000.00            | 40,000.00             | 24,678.41                        | 38.30%                    |
| 5221                | Maintenance & Repair Streets      | -                    | 154,615.72            | 208,330.00            | 250,000.00           | 250,000.00            | 95,384.28                        | 61.85%                    |
| 5469                | Stormwater Maintenance            | -                    | 187.50                | 33,330.00             | 40,000.00            | 40,000.00             | 39,812.50                        | 0.47%                     |
| 5501                | Park Maint/Infrastructure         | -                    | 103,145.71            | 40,470.00             | 48,563.00            | 95,000.00             | (8,145.71)                       | 108.57%                   |
| 5750                | Contingency                       | -                    | -                     | 6,670.00              | 8,000.00             | -                     | -                                | N/A                       |
| 5802                | Transfer to General Fund          | (20,833.00)          | 91,667.00             | 125,000.00            | 150,000.00           | 125,000.00            | 33,333.00                        | 73.33%                    |
| 5826                | Transfer to Capital Projects Fund | -                    | -                     | -                     | -                    | -                     | -                                | N/A                       |
|                     | <b>Total Expenditures</b>         | <u>(20,833.00)</u>   | <u>364,937.52</u>     | <u>447,130.00</u>     | <u>536,563.00</u>    | <u>550,000.00</u>     | <u>185,062.48</u>                | 66.35%                    |
|                     | <b>Change in Net Assets</b>       | <u>\$ 54,603.34</u>  | <u>\$ (38,623.20)</u> | <u>\$ 26,433.00</u>   | <u>\$ -</u>          | <u>\$ 401,274.00</u>  | <u>\$ 439,897.20</u>             |                           |
| 2910..2970          | <b>Net Assets, Beginning</b>      |                      | <u>195,274.46</u>     |                       |                      |                       |                                  |                           |
|                     | <b>Net Assets, Ending</b>         |                      | <u>\$ 156,651.26</u>  |                       |                      |                       |                                  |                           |

**City of Roeland Park**  
**Statement of Activities - Equipment & Bldg Reserve Fund**  
**For the Period Ended 10/31/2016**

|                     |                                | <u>Current Month</u> | <u>Year to Date</u>         | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|--------------------------------|----------------------|-----------------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                                |                      |                             |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward              | \$ -                 | \$ -                        | \$ 406,589.00         | \$ 406,589.00        | \$ 372,371.00         | \$ 372,371.00                    | 0.00%                     |
| 4840                | Transfer from General Fund     | 142,874.50           | 224,459.50                  | 190,520.00            | 228,628.00           | 269,351.00            | 44,891.50                        | 83.33%                    |
| 4842                | Transfer from Solid Waste / GF | (2,679.00)           | -                           | 26,790.00             | 32,152.00            | -                     | -                                | N/A                       |
| 4860                | Transfer from Special Highway  | (110,153.50)         | 48,308.00                   | 79,170.00             | 95,000.00            | 57,970.00             | 9,662.00                         | 83.33%                    |
|                     | <b>Total Revenues</b>          | <b>30,042.00</b>     | <b>272,767.50</b>           | <b>703,069.00</b>     | <b>762,369.00</b>    | <b>699,692.00</b>     | <b>426,924.50</b>                | 38.98%                    |
| <b>Expenditures</b> |                                |                      |                             |                       |                      |                       |                                  |                           |
| 5504                | Machinery & Auto Equipment     | -                    | 223,514.38                  | 189,400.00            | 227,280.00           | 351,263.00            | 127,748.62                       | 63.63%                    |
| 5619                | Lease/Purchase Principal       | -                    | 29,741.80                   | 43,950.00             | 52,744.00            | 52,744.00             | 23,002.20                        | 56.39%                    |
| 5620                | Lease/Purchase Interest        | -                    | 28,227.50                   | 4,360.00              | 5,226.00             | 5,226.00              | (23,001.50)                      | 540.14%                   |
| 5760                | Building Reserve               | -                    | 59,050.85                   | 247,070.00            | 296,479.00           | 29,011.00             | (30,039.85)                      | 203.55%                   |
| 5901                | Future CIP - Police            | -                    | -                           | 6,670.00              | 8,000.00             | 8,438.00              | 8,438.00                         | 0.00%                     |
| 5902                | Future CIP - Public Works      | -                    | -                           | 143,030.00            | 171,640.00           | 113,189.00            | 113,189.00                       | 0.00%                     |
| 5903                | Future CIP - City Hall         | -                    | -                           | 830.00                | 1,000.00             | -                     | -                                | N/A                       |
| 5904                | Future CIP - Building Reserve  | -                    | -                           | -                     | -                    | 142,687.00            | 142,687.00                       | 0.00%                     |
|                     | <b>Total Expenditures</b>      | <b>-</b>             | <b>340,534.53</b>           | <b>635,310.00</b>     | <b>762,369.00</b>    | <b>702,558.00</b>     | <b>362,023.47</b>                | 48.47%                    |
|                     | <b>Change in Net Assets</b>    | <b>\$ 30,042.00</b>  | <b>\$ (67,767.03)</b>       | <b>\$ 67,759.00</b>   | <b>\$ -</b>          | <b>\$ (2,866.00)</b>  | <b>\$ 64,901.03</b>              |                           |
| 2910..2970          | <b>Net Assets, Beginning</b>   |                      | <u>372,370.50</u>           |                       |                      |                       |                                  |                           |
|                     | <b>Net Assets, Ending</b>      |                      | <u><b>\$ 304,603.47</b></u> |                       |                      |                       |                                  |                           |

**City of Roeland Park**  
**Statement of Activities - TIF 1A/B - Bella Roe/Walmart**  
**For the Period Ended 10/31/2016**

|                     |                              | <u>Current Month</u> | <u>Year to Date</u>    | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u>  | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|------------------------------|----------------------|------------------------|-----------------------|----------------------|------------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                              |                      |                        |                       |                      |                        |                                  |                           |
| 4010                | Cash Carryforward            | \$ -                 | \$ -                   | \$ 738,082.00         | \$ 738,082.00        | \$ 833,278.00          | \$ 833,278.00                    | 0.00%                     |
| 4510                | Interest On Investment       | -                    | 16,780.75              | 14,170.00             | 17,000.00            | 17,000.00              | 219.25                           | 98.71%                    |
| 4730                | Tax Increment Income         | -                    | 274,746.53             | 179,170.00            | 215,000.00           | 274,746.00             | (0.53)                           | 100.00%                   |
| 4735                | Tax Increment Income IB      | -                    | 291,080.76             | 171,670.00            | 206,000.00           | 291,080.00             | (0.76)                           | 100.00%                   |
| 4786                | TIF-Bella Roe/Walmart        | -                    | -                      | -                     | -                    | -                      | -                                | N/A                       |
|                     | <b>Total Revenues</b>        | <u>-</u>             | <u>582,608.04</u>      | <u>1,103,092.00</u>   | <u>1,176,082.00</u>  | <u>1,416,104.00</u>    | <u>833,495.96</u>                | 41.14%                    |
| <b>Expenditures</b> |                              |                      |                        |                       |                      |                        |                                  |                           |
| 5209                | Professional Services        | -                    | 2,070.00               | -                     | -                    | -                      | (2,070.00)                       | N/A                       |
| 5214                | Other Contracted Services    | -                    | 1,656.00               | 1,670.00              | 2,000.00             | 2,000.00               | 344.00                           | 82.80%                    |
| 5601                | Bond Principal               | -                    | 250,000.00             | 208,330.00            | 250,000.00           | 250,000.00             | -                                | 100.00%                   |
| 5602                | Bond Interest                | -                    | 123,893.76             | 103,250.00            | 123,894.00           | 123,894.00             | 0.24                             | 100.00%                   |
| 5612                | Debt Service - Bond Issue    | -                    | -                      | -                     | -                    | -                      | -                                | N/A                       |
| 5750                | Contingency                  | -                    | -                      | 666,820.00            | 800,188.00           | -                      | -                                | N/A                       |
|                     | <b>Total Expenditures</b>    | <u>-</u>             | <u>377,619.76</u>      | <u>980,070.00</u>     | <u>1,176,082.00</u>  | <u>375,894.00</u>      | <u>(1,725.76)</u>                | 100.46%                   |
|                     | <b>Change in Net Assets</b>  | <u>\$ -</u>          | <u>\$ 204,988.28</u>   | <u>\$ 123,022.00</u>  | <u>\$ -</u>          | <u>\$ 1,040,210.00</u> | <u>\$ 835,221.72</u>             |                           |
| 2910..2970          | <b>Net Assets, Beginning</b> |                      | <u>833,278.22</u>      |                       |                      |                        |                                  |                           |
|                     | <b>Net Assets, Ending</b>    |                      | <u>\$ 1,038,266.50</u> |                       |                      |                        |                                  |                           |

**City of Roeland Park**  
**Statement of Activities - TDD#1 - Price Chopper**  
**For the Period Ended 10/31/2016**

|                     |                              | <u>Current Month</u> | <u>Year to Date</u>  | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|------------------------------|----------------------|----------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                              |                      |                      |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward            | \$ -                 | \$ -                 | \$ -                  | \$ -                 | \$ (20,769.00)        | \$ (20,769.00)                   | N/A                       |
| 4110                | City/County Sales & Use Tax  | 21,299.21            | 224,423.56           | 343,780.00            | 412,530.00           | 270,346.00            | 45,922.44                        | 83.01%                    |
| 4510                | Interest On Investment       | 0.61                 | 7.42                 | -                     | -                    | -                     | (7.42)                           | N/A                       |
|                     | <b>Total Revenues</b>        | <b>21,299.82</b>     | <b>224,430.98</b>    | <b>343,780.00</b>     | <b>412,530.00</b>    | <b>249,577.00</b>     | <b>25,146.02</b>                 | 89.92%                    |
| <b>Expenditures</b> |                              |                      |                      |                       |                      |                       |                                  |                           |
| 5209                | Professional Services        | -                    | -                    | -                     | -                    | -                     | -                                | N/A                       |
| 5214                | Other Contracted Services    | 470.83               | 5,760.55             | 4,830.00              | 5,800.00             | 5,800.00              | 39.45                            | 99.32%                    |
| 5601                | Bond Principal               | -                    | -                    | 179,170.00            | 215,000.00           | -                     | -                                | N/A                       |
| 5602                | Bond Interest                | -                    | 201,000.01           | 159,780.00            | 191,730.00           | 264,546.00            | 63,545.99                        | 75.98%                    |
| 5829                | Project Expense              | -                    | -                    | -                     | -                    | -                     | -                                | N/A                       |
|                     | <b>Total Expenditures</b>    | <b>470.83</b>        | <b>206,760.56</b>    | <b>343,780.00</b>     | <b>412,530.00</b>    | <b>270,346.00</b>     | <b>63,585.44</b>                 | 76.48%                    |
|                     | <b>Change in Net Assets</b>  | <b>\$ 20,828.99</b>  | <b>\$ 17,670.42</b>  | <b>\$ -</b>           | <b>\$ -</b>          | <b>\$ (20,769.00)</b> | <b>\$ (38,439.42)</b>            |                           |
| 2910..2970          | <b>Net Assets, Beginning</b> |                      | (20,769.66)          |                       |                      |                       |                                  |                           |
|                     | <b>Net Assets, Ending</b>    |                      | <b>\$ (3,099.24)</b> |                       |                      |                       |                                  |                           |

**City of Roeland Park**  
**Statement of Activities - TDD#2 - Lowes**  
**For the Period Ended 10/31/2016**

I410

|                     |                              | <u>Current Month</u> | <u>Year to Date</u>      | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u>    | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|------------------------------|----------------------|--------------------------|-----------------------|----------------------|--------------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                              |                      |                          |                       |                      |                          |                                  |                           |
| 4010                | Cash Carryforward            | \$ -                 | \$ -                     | \$ -                  | \$ -                 | \$ (1,071,688.00)        | \$ (1,071,688.00)                | N/A                       |
| 4110                | City/County Sales & Use Tax  | 10,573.10            | 111,876.42               | 129,090.00            | 154,912.00           | 120,000.00               | 8,123.58                         | 93.23%                    |
| 4510                | Interest On Investment       | 0.60                 | 3.54                     | -                     | -                    | -                        | (3.54)                           | N/A                       |
|                     | <b>Total Revenues</b>        | <b>10,573.70</b>     | <b>111,879.96</b>        | <b>129,090.00</b>     | <b>154,912.00</b>    | <b>(951,688.00)</b>      | <b>(1,063,567.96)</b>            | N/A                       |
| <b>Expenditures</b> |                              |                      |                          |                       |                      |                          |                                  |                           |
| 5209                | Professional Services        | -                    | -                        | -                     | -                    | -                        | -                                | N/A                       |
| 5214                | Other Contracted Services    | 166.67               | 3,046.85                 | 4,170.00              | 5,000.00             | 5,000.00                 | 1,953.15                         | 60.94%                    |
| 5408                | Miscellaneous Charges        | -                    | -                        | -                     | -                    | -                        | -                                | N/A                       |
| 5601                | Bond Principal               | -                    | -                        | 66,670.00             | 80,000.00            | 115,000.00               | 115,000.00                       | 0.00%                     |
| 5602                | Bond Interest                | -                    | 80,000.00                | 58,260.00             | 69,912.00            | -                        | (80,000.00)                      | N/A                       |
|                     | <b>Total Expenditures</b>    | <b>166.67</b>        | <b>83,046.85</b>         | <b>129,100.00</b>     | <b>154,912.00</b>    | <b>120,000.00</b>        | <b>36,953.15</b>                 | 69.21%                    |
|                     | <b>Change in Net Assets</b>  | <b>\$ 10,407.03</b>  | <b>\$ 28,833.11</b>      | <b>\$ (10.00)</b>     | <b>\$ -</b>          | <b>\$ (1,071,688.00)</b> | <b>\$ (1,100,521.11)</b>         |                           |
| 2910..2970          | <b>Net Assets, Beginning</b> |                      | (1,071,687.01)           |                       |                      |                          |                                  |                           |
|                     | <b>Net Assets, Ending</b>    |                      | <b>\$ (1,042,853.90)</b> |                       |                      |                          |                                  |                           |





**City of Roeland Park**  
**Statement of Activities - CID #1 - RP Shopping Center**  
**For the Period Ended 10/31/2016**

|                     |                              | <u>Current Month</u>       | <u>Year to Date</u>           | <u>Budget to Date</u>       | <u>Annual Budget</u> | <u>2016 Projected</u>         | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|------------------------------|----------------------------|-------------------------------|-----------------------------|----------------------|-------------------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                              |                            |                               |                             |                      |                               |                                  |                           |
| 4010                | Cash Carryforward            | \$ -                       | \$ -                          | \$ 1,261,336.00             | \$ 1,261,336.00      | \$ 1,306,294.00               | \$ 1,306,294.00                  | 0.00%                     |
| 4110                | City/County Sales & Use Tax  | 38,651.31                  | 385,765.12                    | 356,670.00                  | 428,000.00           | 446,114.00                    | 60,348.88                        | 86.47%                    |
| 4510..4511          | Interest On Investment       | 5,309.71                   | 5,309.71                      | -                           | -                    | 10,910.00                     | 5,600.29                         | 48.67%                    |
|                     | <b>Total Revenues</b>        | <u>43,961.02</u>           | <u>391,074.83</u>             | <u>1,618,006.00</u>         | <u>1,689,336.00</u>  | <u>1,763,318.00</u>           | <u>1,372,243.17</u>              | 22.18%                    |
| <b>Expenditures</b> |                              |                            |                               |                             |                      |                               |                                  |                           |
| 5209                | Professional Services        | -                          | -                             | -                           | -                    | -                             | -                                | N/A                       |
| 5215                | City Attorney                | -                          | -                             | -                           | -                    | -                             | -                                | N/A                       |
| 5721                | CID #1 Expenses              | -                          | -                             | 1,407,780.00                | 1,689,336.00         | -                             | -                                | N/A                       |
|                     | <b>Total Expenditures</b>    | <u>-</u>                   | <u>-</u>                      | <u>1,407,780.00</u>         | <u>1,689,336.00</u>  | <u>-</u>                      | <u>-</u>                         | N/A                       |
|                     | <b>Change in Net Assets</b>  | <u><b>\$ 43,961.02</b></u> | <u><b>\$ 391,074.83</b></u>   | <u><b>\$ 210,226.00</b></u> | <u><b>\$ -</b></u>   | <u><b>\$ 1,763,318.00</b></u> | <u><b>\$ 1,372,243.17</b></u>    |                           |
| 2910..2970          | <b>Net Assets, Beginning</b> |                            | <u>1,306,292.88</u>           |                             |                      |                               |                                  |                           |
|                     | <b>Net Assets, Ending</b>    |                            | <u><b>\$ 1,697,367.71</b></u> |                             |                      |                               |                                  |                           |



**City of Roeland Park**  
**Statement of Activities - TIF 2A/D - McDonalds / City Hall**  
**For the Period Ended 10/31/2016**

I450

|                     |                              | <u>Current Month</u> | <u>Year to Date</u>         | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|------------------------------|----------------------|-----------------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                              |                      |                             |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward            | \$ -                 | \$ -                        | \$ 179,694.00         | \$ 179,694.00        | \$ 328,790.00         | \$ 328,790.00                    | 0.00%                     |
| 4510..4511          | Interest On Investment       | 562.23               | 562.23                      | -                     | -                    | -                     | (562.23)                         | N/A                       |
| 4730                | Tax Increment Income         | -                    | 310,233.18                  | 204,170.00            | 245,000.00           | 300,000.00            | (10,233.18)                      | 103.41%                   |
|                     | <b>Total Revenues</b>        | <b>562.23</b>        | <b>310,795.41</b>           | <b>383,864.00</b>     | <b>424,694.00</b>    | <b>628,790.00</b>     | <b>317,994.59</b>                | 49.43%                    |
| <b>Expenditures</b> |                              |                      |                             |                       |                      |                       |                                  |                           |
| 5209                | Professional Services        | -                    | 19,287.35                   | -                     | -                    | 3,000.00              | (16,287.35)                      | 642.91%                   |
| 5214                | Other Contracted Services    | -                    | 3,394.80                    | 2,500.00              | 3,000.00             | 3,000.00              | (394.80)                         | 113.16%                   |
| 5427                | Property Tax Payments        | -                    | -                           | -                     | -                    | -                     | -                                | N/A                       |
| 5601                | Bond Principal               | -                    | -                           | 133,330.00            | 160,000.00           | 160,000.00            | 160,000.00                       | 0.00%                     |
| 5602                | Bond Interest                | -                    | -                           | 7,730.00              | 9,270.00             | 9,270.00              | 9,270.00                         | 0.00%                     |
| 5625                | Stormwater Maintenance       | 690.00               | 104,779.76                  | -                     | -                    | 125,000.00            | 20,220.24                        | 83.82%                    |
| 5645                | Interest Bonds 2012-1        | -                    | 4,635.00                    | -                     | -                    | -                     | (4,635.00)                       | N/A                       |
| 5750                | Contingency                  | -                    | -                           | 210,350.00            | 252,424.00           | -                     | -                                | N/A                       |
| 5777                | ADA Improvements             | -                    | -                           | -                     | -                    | 15,000.00             | 15,000.00                        | 0.00%                     |
|                     | <b>Total Expenditures</b>    | <b>690.00</b>        | <b>132,096.91</b>           | <b>353,910.00</b>     | <b>424,694.00</b>    | <b>315,270.00</b>     | <b>183,173.09</b>                | 41.90%                    |
|                     | <b>Change in Net Assets</b>  | <b>\$ (127.77)</b>   | <b>\$ 178,698.50</b>        | <b>\$ 29,954.00</b>   | <b>\$ -</b>          | <b>\$ 313,520.00</b>  | <b>\$ 134,821.50</b>             |                           |
| 2910..2970          | <b>Net Assets, Beginning</b> |                      | <u>328,489.75</u>           |                       |                      |                       |                                  |                           |
|                     | <b>Net Assets, Ending</b>    |                      | <u><b>\$ 507,188.25</b></u> |                       |                      |                       |                                  |                           |



**City of Roeland Park**  
**Statement of Activities - TIF 2C - Valley State Bank**  
**For the Period Ended 10/31/2016**

|                     |                              | <u>Current Month</u> | <u>Year to Date</u>       | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|------------------------------|----------------------|---------------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                              |                      |                           |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward            | \$ -                 | \$ -                      | \$ -                  | \$ -                 | \$ 605.00             | \$ 605.00                        | 0.00%                     |
| 4510                | Interest On Investment       | -                    | 0.22                      | -                     | -                    | -                     | (0.22)                           | N/A                       |
| 4730                | Tax Increment Income         | -                    | 57,597.32                 | 39,780.00             | 47,740.00            | 47,740.00             | (9,857.32)                       | 120.65%                   |
|                     | <b>Total Revenues</b>        | -                    | <b>57,597.54</b>          | <b>39,780.00</b>      | <b>47,740.00</b>     | <b>48,345.00</b>      | <b>(9,252.54)</b>                | 119.14%                   |
| <b>Expenditures</b> |                              |                      |                           |                       |                      |                       |                                  |                           |
| 5209                | Professional Services        | -                    | -                         | -                     | -                    | -                     | -                                | N/A                       |
| 5214                | Other Contracted Services    | -                    | 1,682.00                  | 2,080.00              | 2,500.00             | 2,500.00              | 818.00                           | 67.28%                    |
| 5601                | Bond Principal               | -                    | -                         | -                     | -                    | -                     | -                                | N/A                       |
| 5602                | Bond Interest                | -                    | -                         | -                     | -                    | -                     | -                                | N/A                       |
| 5612                | Debt Service - Bond Issue    | -                    | 55,350.14                 | 37,700.00             | 45,240.00            | 45,240.00             | (10,110.14)                      | 122.35%                   |
|                     | <b>Total Expenditures</b>    | -                    | <b>57,032.14</b>          | <b>39,780.00</b>      | <b>47,740.00</b>     | <b>47,740.00</b>      | <b>(9,292.14)</b>                | 119.46%                   |
|                     | <b>Change in Net Assets</b>  | <b>\$ -</b>          | <b>\$ 565.40</b>          | <b>\$ -</b>           | <b>\$ -</b>          | <b>\$ 605.00</b>      | <b>\$ 39.60</b>                  |                           |
| 2910..2970          | <b>Net Assets, Beginning</b> |                      | <u>605.02</u>             |                       |                      |                       |                                  |                           |
|                     | <b>Net Assets, Ending</b>    |                      | <u><b>\$ 1,170.42</b></u> |                       |                      |                       |                                  |                           |



**City of Roeland Park**  
**Statement of Activities - TIF 3C - Old Pool Area**  
**For the Period Ended 10/31/2016**

|                     |                              | <u>Current Month</u>  | <u>Year to Date</u>         | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|------------------------------|-----------------------|-----------------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                              |                       |                             |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward            | \$ -                  | \$ -                        | \$ 762,606.00         | \$ 762,606.00        | \$ 758,161.00         | \$ 758,161.00                    | 0.00%                     |
| 4510..4511          | Interest On Investment       | 2,465.29              | 2,465.29                    | -                     | -                    | 29,700.00             | 27,234.71                        | 8.30%                     |
| 4730                | Tax Increment Income         | -                     | 29,683.29                   | 35,830.00             | 43,000.00            | 29,700.00             | 16.71                            | 99.94%                    |
| 4731                | Tax Increment Income 3a      | -                     | 198,643.91                  | 105,210.00            | 126,250.00           | 198,600.00            | (43.91)                          | 100.02%                   |
|                     | <b>Total Revenues</b>        | <b>2,465.29</b>       | <b>230,792.49</b>           | <b>903,646.00</b>     | <b>931,856.00</b>    | <b>1,016,161.00</b>   | <b>785,368.51</b>                | <b>22.71%</b>             |
| <b>Expenditures</b> |                              |                       |                             |                       |                      |                       |                                  |                           |
| 5204                | Legal Printing               | -                     | -                           | -                     | -                    | -                     | -                                | N/A                       |
| 5205                | Postage & Mailing Permits    | -                     | -                           | -                     | -                    | -                     | -                                | N/A                       |
| 5209                | Professional Services        | 13,417.17             | 41,144.37                   | -                     | -                    | 5,000.00              | (36,144.37)                      | 822.89%                   |
| 5244                | General Contractor           | -                     | -                           | -                     | -                    | 400,000.00            | 400,000.00                       | 0.00%                     |
| 5836                | Future Project Reserve       | -                     | -                           | 776,550.00            | 931,856.00           | -                     | -                                | N/A                       |
|                     | <b>Total Expenditures</b>    | <b>13,417.17</b>      | <b>41,144.37</b>            | <b>776,550.00</b>     | <b>931,856.00</b>    | <b>405,000.00</b>     | <b>363,855.63</b>                | <b>10.16%</b>             |
|                     | <b>Change in Net Assets</b>  | <b>\$ (10,951.88)</b> | <b>\$ 189,648.12</b>        | <b>\$ 127,096.00</b>  | <b>\$ -</b>          | <b>\$ 611,161.00</b>  | <b>\$ 421,512.88</b>             |                           |
| 2910..2970          | <b>Net Assets, Beginning</b> |                       | <u>758,161.68</u>           |                       |                      |                       |                                  |                           |
|                     | <b>Net Assets, Ending</b>    |                       | <u><b>\$ 947,809.80</b></u> |                       |                      |                       |                                  |                           |



**City of Roeland Park**  
**Statement of Activities - Property Owners Association**  
**For the Period Ended 10/31/2016**

|                     |                              | <u>Current Month</u> | <u>Year to Date</u> | <u>Budget to Date</u> | <u>Annual Budget</u> | <u>2016 Projected</u> | <u>Projected YTD<br/>Balance</u> | <u>% of<br/>Projected</u> |
|---------------------|------------------------------|----------------------|---------------------|-----------------------|----------------------|-----------------------|----------------------------------|---------------------------|
| <b>Revenues</b>     |                              |                      |                     |                       |                      |                       |                                  |                           |
| 4010                | Cash Carryforward            | \$ -                 | \$ -                | \$ 12,694.00          | \$ 12,694.00         | \$ 12,651.00          | \$ 12,651.00                     | 0.00%                     |
| 4510                | Interest On Investment       | -                    | -                   | -                     | -                    | -                     | -                                | N/A                       |
| 4795                | Miscellaneous                | -                    | 33,847.00           | 28,210.00             | 33,847.00            | 33,847.00             | -                                | 100.00%                   |
|                     | <b>Total Revenues</b>        | <u>-</u>             | <u>33,847.00</u>    | <u>40,904.00</u>      | <u>46,541.00</u>     | <u>46,498.00</u>      | <u>12,651.00</u>                 | 72.79%                    |
| <b>Expenditures</b> |                              |                      |                     |                       |                      |                       |                                  |                           |
| 5408                | Miscellaneous Charges        | 1.50                 | 40.00               | -                     | -                    | -                     | (40.00)                          | N/A                       |
| 5524                | RPPOA Common Area Expenses   | -                    | 31,875.00           | 26,560.00             | 31,875.00            | 31,875.00             | -                                | 100.00%                   |
| 5750                | Contingency                  | -                    | -                   | 12,220.00             | 14,666.00            | -                     | -                                | N/A                       |
|                     | <b>Total Expenditures</b>    | <u>1.50</u>          | <u>31,915.00</u>    | <u>38,780.00</u>      | <u>46,541.00</u>     | <u>31,875.00</u>      | <u>(40.00)</u>                   | 100.13%                   |
|                     | <b>Change in Net Assets</b>  | <u>\$ (1.50)</u>     | \$ 1,932.00         | <u>\$ 2,124.00</u>    | <u>\$ -</u>          | <u>\$ 14,623.00</u>   | <u>\$ 12,691.00</u>              |                           |
| 2910..2970          | <b>Net Assets, Beginning</b> |                      | <u>12,651.01</u>    |                       |                      |                       |                                  |                           |
|                     | <b>Net Assets, Ending</b>    |                      | <u>\$ 14,583.01</u> |                       |                      |                       |                                  |                           |

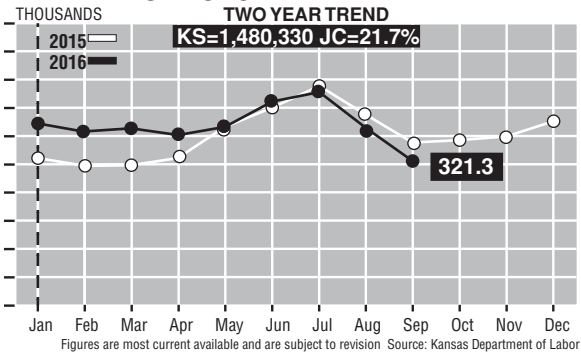
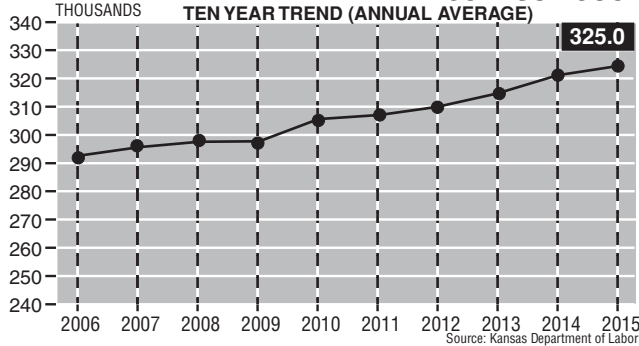
# CERI

COUNTY ECONOMIC RESEARCH INSTITUTE

## JOHNSON COUNTY INDICATORS

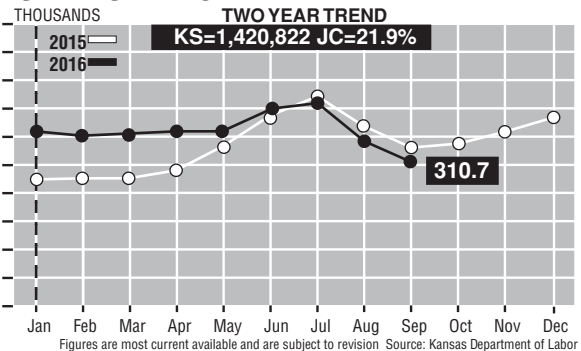
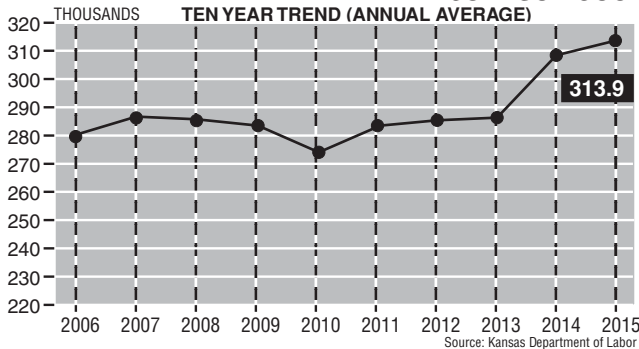
• November 2016 Issue •

### JOHNSON COUNTY: CIVILIAN LABOR FORCE



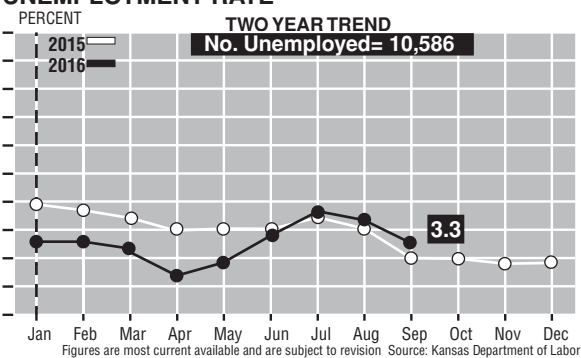
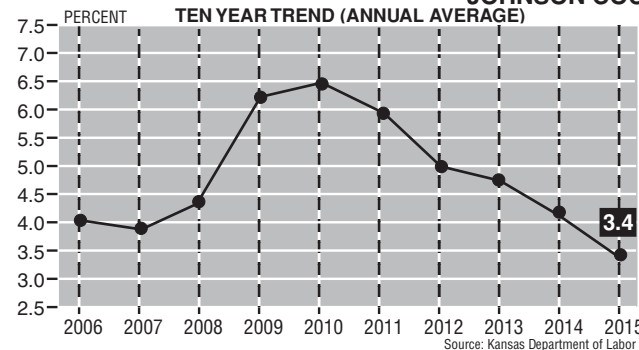
Current Month  
This Year: 321,287  
Last Year: 323,471  
Change: -0.7%  
Y.T.D. Avg:  
This Year: 326,888  
Last Year: 324,993  
Change: +0.6%

### JOHNSON COUNTY: RESIDENTS EMPLOYED



Current Month  
This Year: 310,701  
Last Year: 313,640  
Change: -0.9%  
Y.T.D. Avg:  
This Year: 316,090  
Last Year: 313,362  
Change: +0.9%

### JOHNSON COUNTY: UNEMPLOYMENT RATE



Current Month  
This Year: 3.3%  
Last Year: 3.0%  
Change: +0.3%  
Y.T.D. Avg:  
This Year: 3.3%  
Last Year: 3.6%  
Change: -0.3%

### SELECTED STATES AND METRO AREAS: UNEMPLOYMENT RATES - September 2016

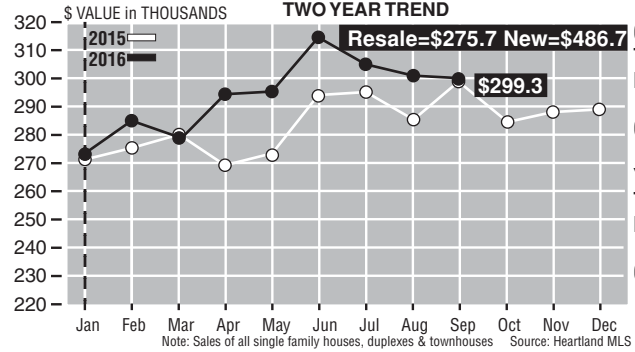
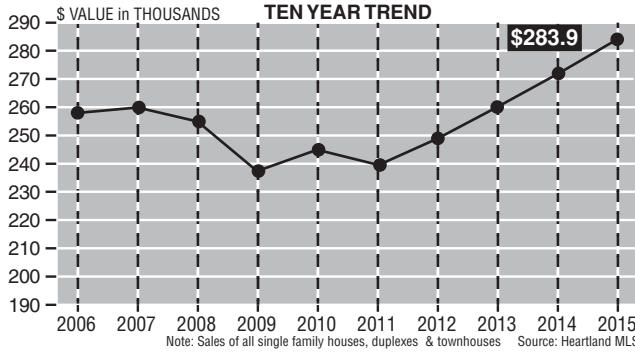
|                    |      |                   |      |                  |      |                           |      |
|--------------------|------|-------------------|------|------------------|------|---------------------------|------|
| United States..... | 4.8% | Michigan.....     | 4.4% | Kansas City..... | 4.4% | Miami.....                | 5.1% |
| Kansas.....        | 4.0% | Minnesota.....    | 3.4% | Atlanta.....     | 5.0% | Minneapolis/St. Paul..... | 3.3% |
| Arizona.....       | 5.6% | Missouri.....     | 4.7% | Boston.....      | 3.1% | New Orleans.....          | 6.2% |
| Arkansas.....      | 3.9% | Nebraska.....     | 3.1% | Charlotte.....   | 4.7% | New York.....             | 5.2% |
| California.....    | 5.3% | New Jersey.....   | 5.2% | Chicago.....     | 5.2% | Omaha.....                | 3.3% |
| Colorado.....      | 3.0% | New York.....     | 5.1% | Columbus.....    | 4.2% | Phoenix.....              | 4.8% |
| Florida.....       | 5.0% | N. Carolina.....  | 4.8% | Dallas.....      | 4.1% | Pittsburgh.....           | 5.6% |
| Georgia.....       | 5.3% | Ohio.....         | 4.8% | Denver.....      | 2.9% | St. Louis.....            | 4.7% |
| Illinois.....      | 5.4% | Oklahoma.....     | 5.4% | Des Moines.....  | 3.6% | San Francisco.....        | 3.8% |
| Iowa.....          | 3.7% | Pennsylvania..... | 5.4% | Detroit.....     | 5.4% | Seattle.....              | 4.4% |
| Louisiana.....     | 6.7% | Texas.....        | 4.9% | Little Rock..... | 3.6% | Tulsa.....                | 5.6% |
| Massachusetts..... | 3.3% | Washington.....   | 5.1% | Los Angeles..... | 4.9% | Wichita.....              | 4.6% |

Not Seasonally Adjusted

Source: U.S. Bureau of Labor Statistics

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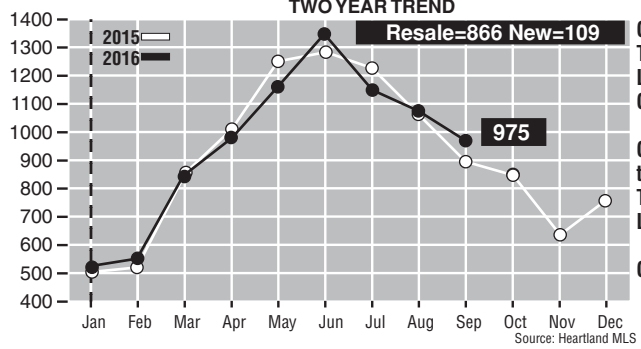
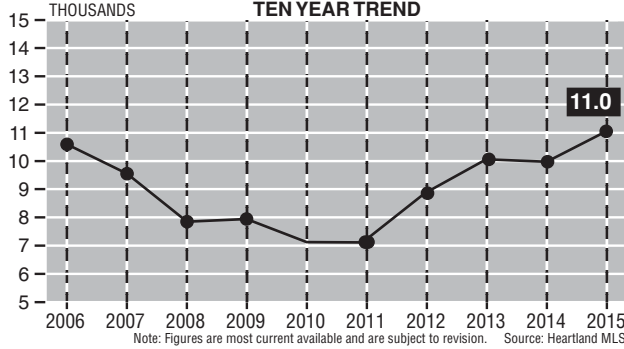
### JOHNSON COUNTY: AVERAGE PRICE OF HOMES SOLD



Current Month  
This Yr: \$299,282  
Last Yr: \$298,117  
Change: +0.4%

Y.T.D. Avg:  
This Yr: \$296,563  
Last Yr: \$283,131  
Change: +4.7%

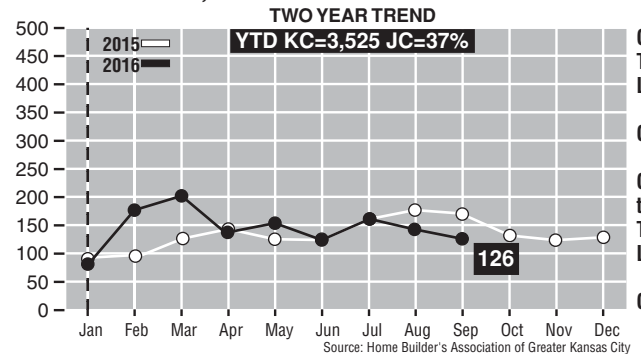
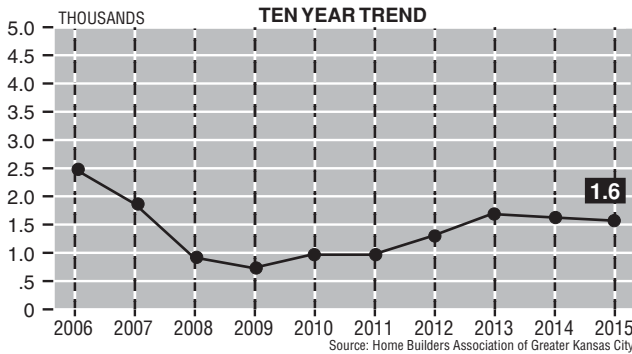
### JOHNSON COUNTY: HOME SALES



Current Month  
This Yr: 975  
Last Yr: 901  
Change: +8.2%

Cumulative to Date  
This Yr: 8,756  
Last Yr: 8,738  
Change: +0.2%

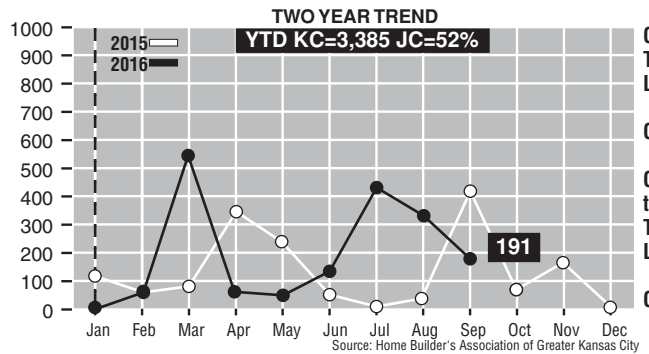
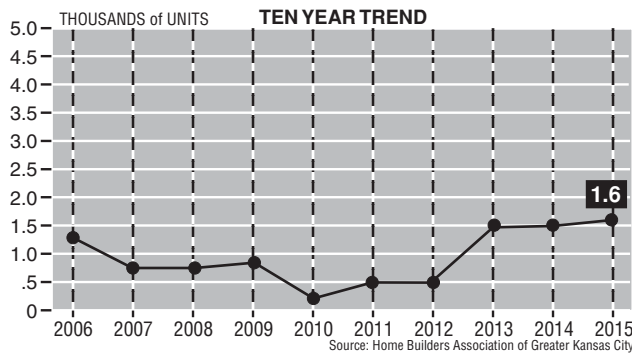
### JOHNSON COUNTY: RESIDENTIAL BUILDING PERMITS, SINGLE FAMILY UNITS



Current Month  
This Yr: 126  
Last Yr: 169  
Change: -25.4%

Cumulative to Date  
This Yr: 1,306  
Last Yr: 1,222  
Change: +6.9%

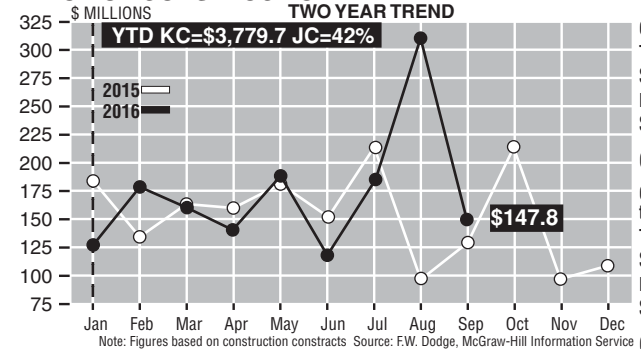
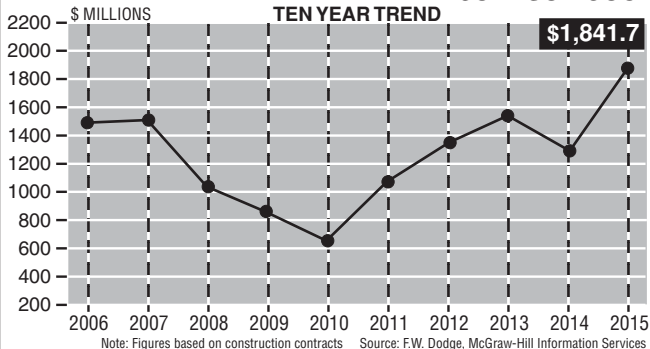
### JOHNSON COUNTY: BUILDING PERMITS, MULTI-FAMILY UNITS



Current Month  
This Yr: 191  
Last Yr: 412  
Change: -53.6%

Cumulative to Date  
This Yr: 1,755  
Last Yr: 1,308  
Change: +34.2%

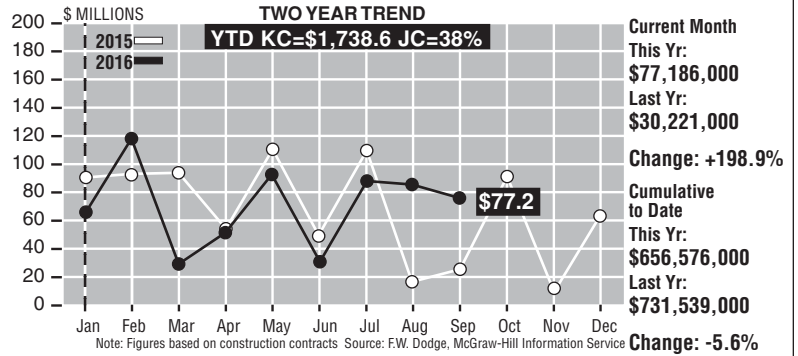
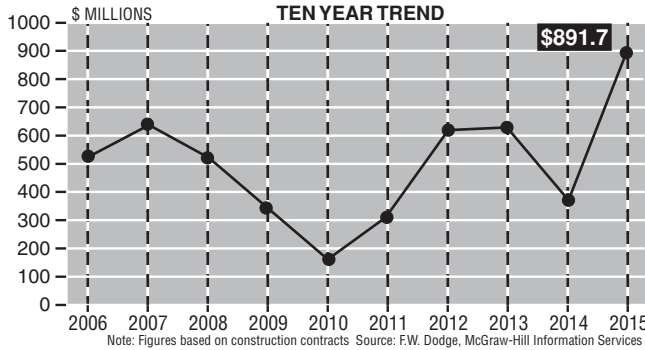
### JOHNSON COUNTY: VALUE OF CONSTRUCTION



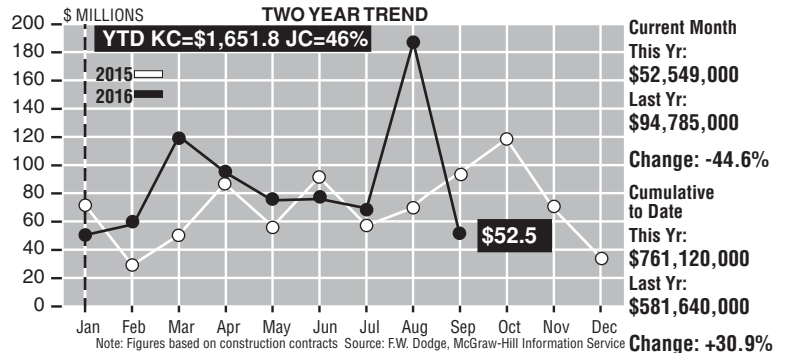
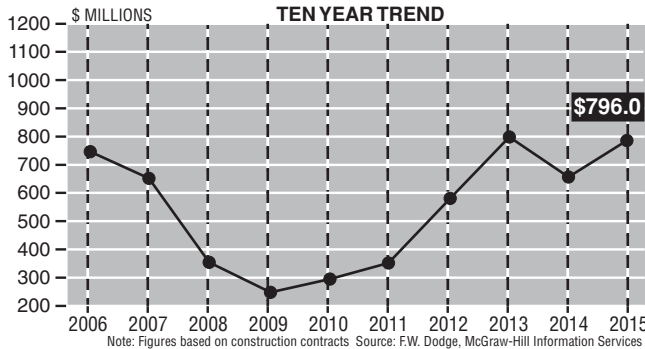
Current Month  
This Yr: \$147,800,000  
Last Yr: \$129,835,000  
Change: +13.8%

Cumulative to Date  
This Yr: \$1,574,083,000  
Last Yr: \$1,443,739,000  
Change: +9.0%

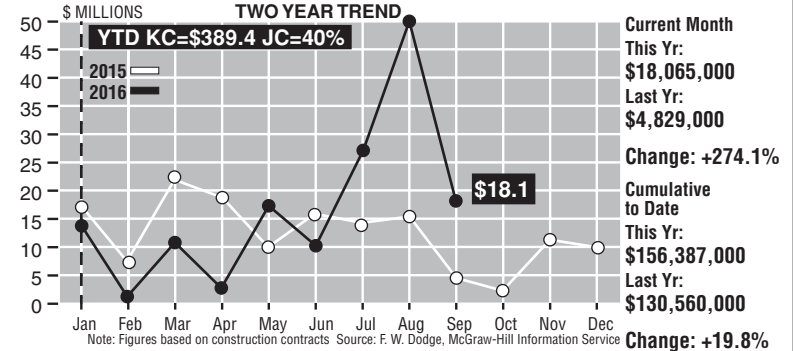
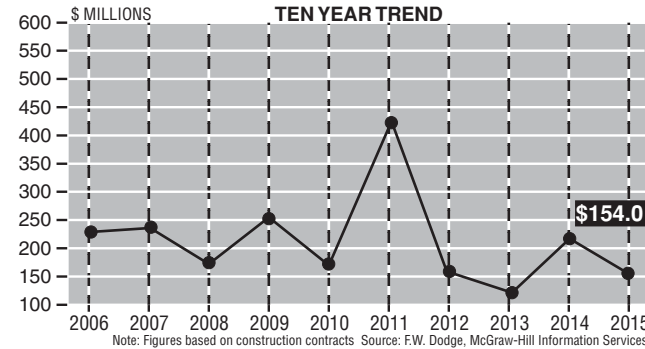
## JOHNSON COUNTY: VALUE NON-RESIDENTIAL BUILDING CONSTRUCTION



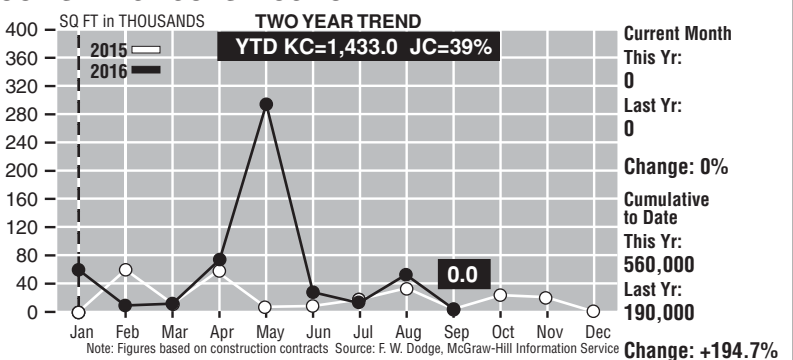
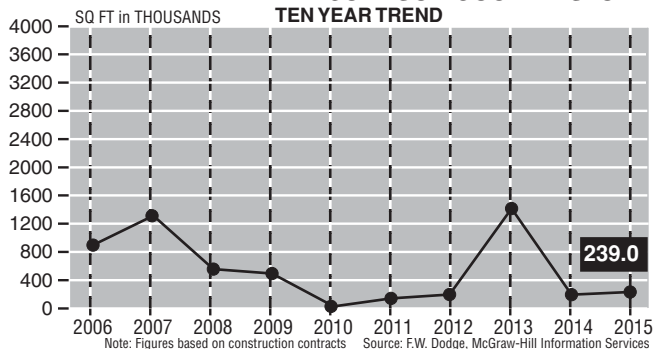
## JOHNSON COUNTY: VALUE RESIDENTIAL BUILDING CONSTRUCTION



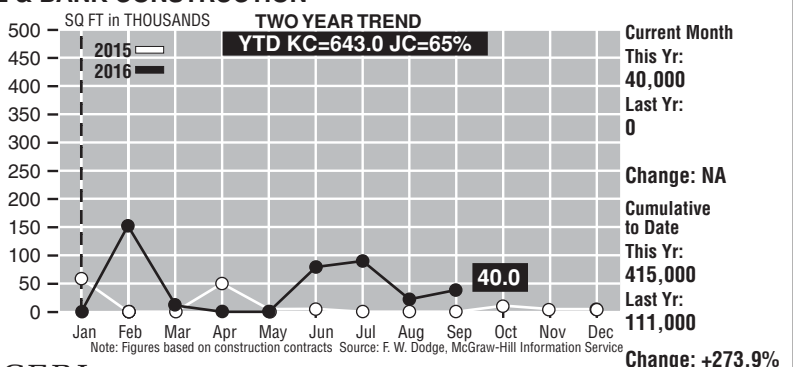
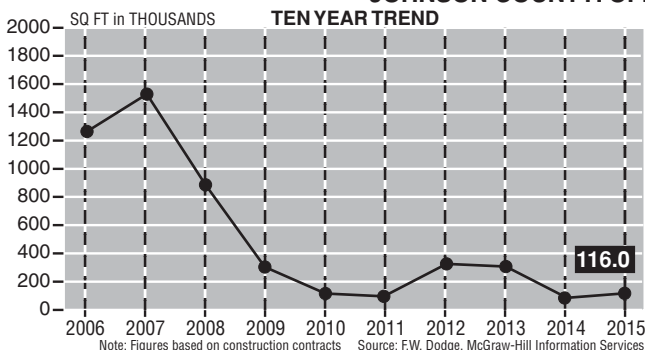
## JOHNSON COUNTY: VALUE NON-BUILDING CONSTRUCTION



## JOHNSON COUNTY: STORE & FOOD SERVICE CONSTRUCTION



## JOHNSON COUNTY: OFFICE & BANK CONSTRUCTION



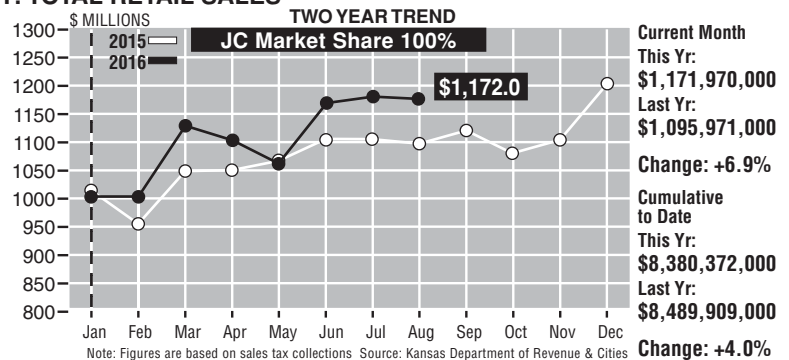
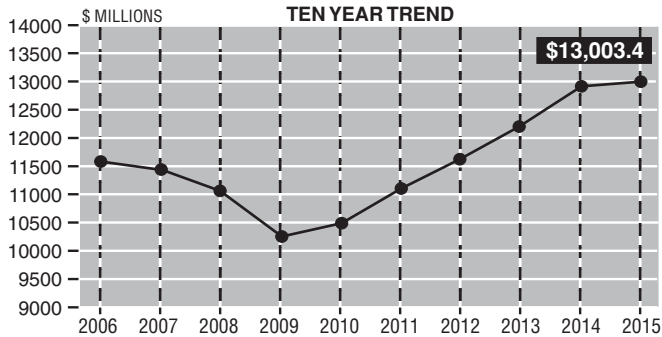


The data presented below represent estimates of the taxable retail sales occurring in the month indicated.

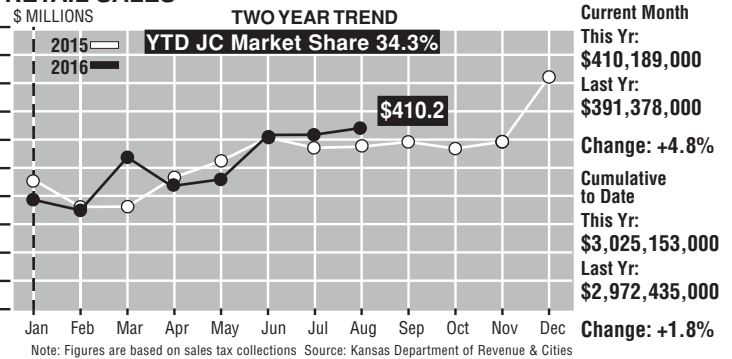
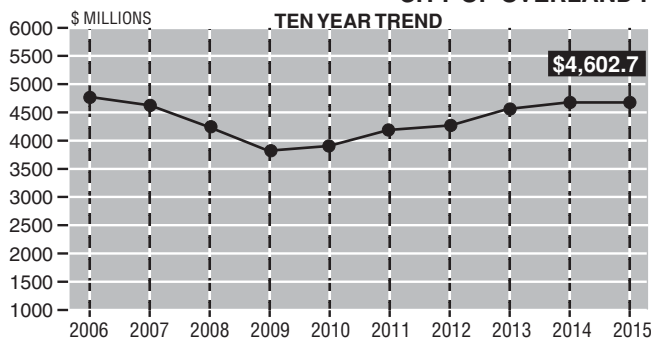
The retail sales estimates for Johnson County's thirteen largest cities shown below are calculated from the local sales and use tax reported by the Kansas Department of Revenue. The Johnson County total is the sum of the retail sales made within each of the county's seventeen cities that levy a city sales tax. The figures shown are the latest available from the Department of Revenue. They are considered preliminary and subject to revision.

Retail sales/use tax data provided by the Department of Revenue have been found to exhibit occasional random anomalies due to reporting and/or recording delays or errors. No attempt has been made by CERi to adjust the data for these anomalies or for seasonality. Monthly figures should be interpreted as the taxable retail sales necessary to generate the local sales tax revenue distributed to the respective city by the Kansas Department of Revenue.

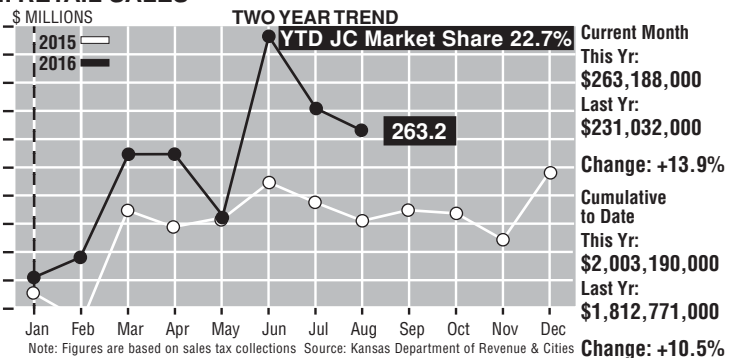
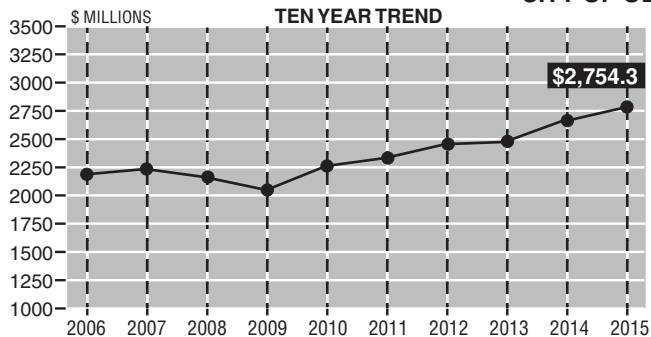
### JOHNSON COUNTY: TOTAL RETAIL SALES



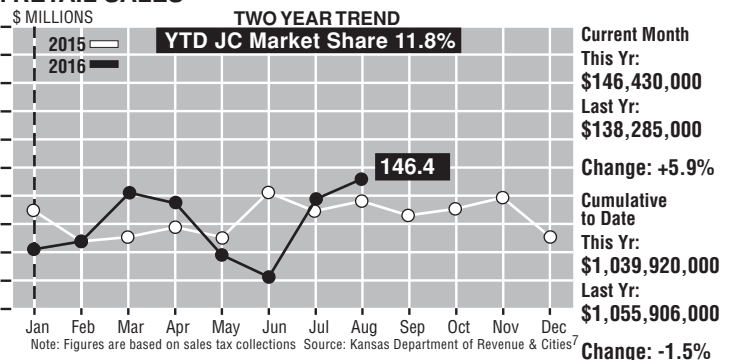
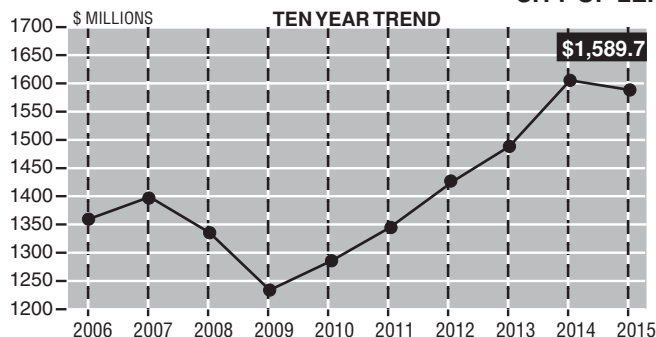
### CITY OF OVERLAND PARK: RETAIL SALES



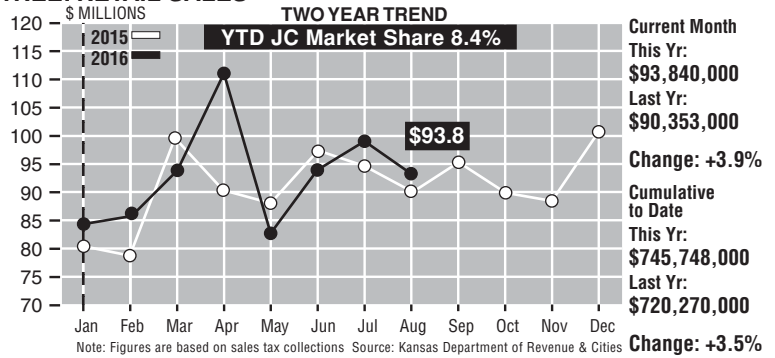
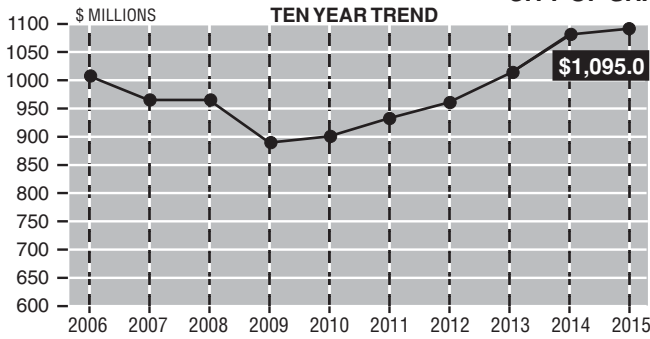
### CITY OF OLATHE: RETAIL SALES



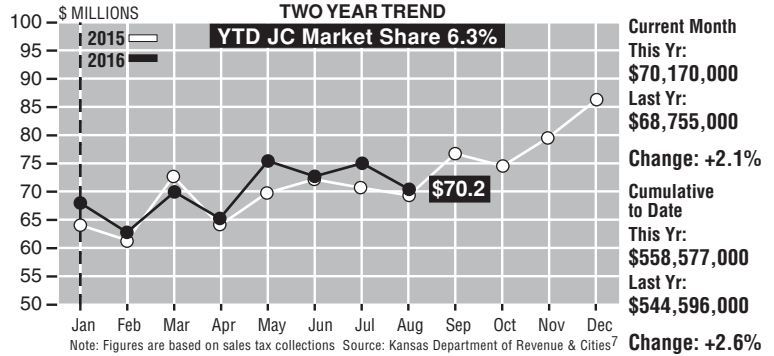
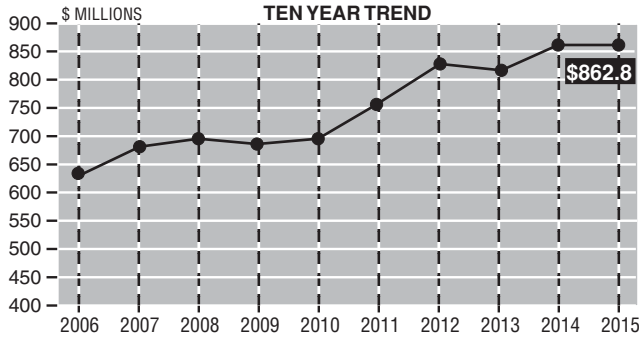
### CITY OF LENEXA: RETAIL SALES



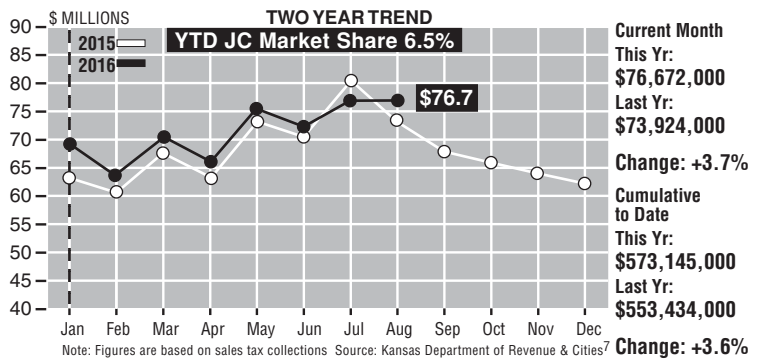
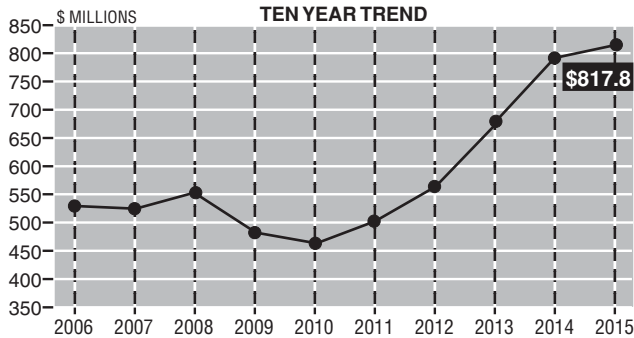
### CITY OF SHAWNEE: RETAIL SALES



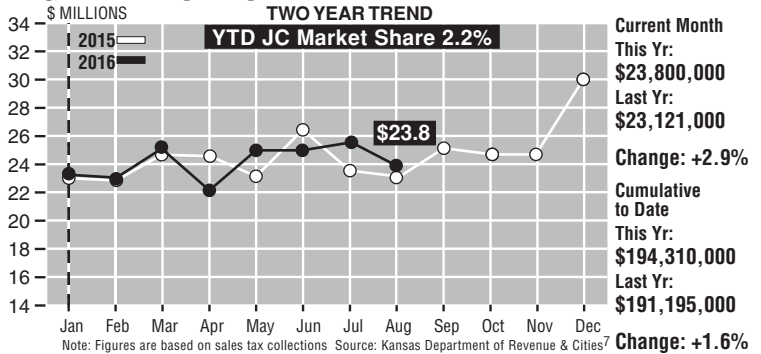
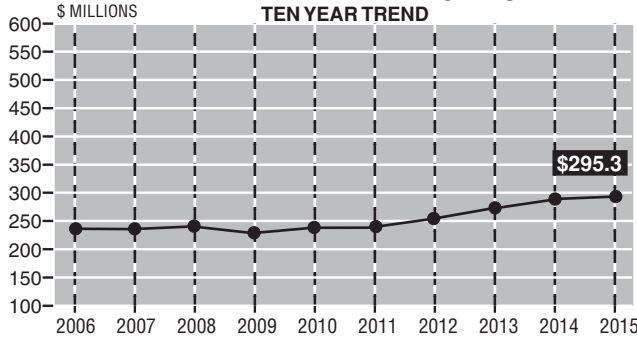
### CITY OF LEAWOOD: RETAIL SALES



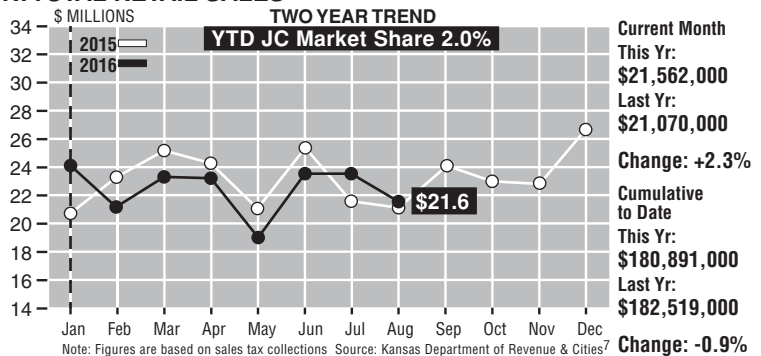
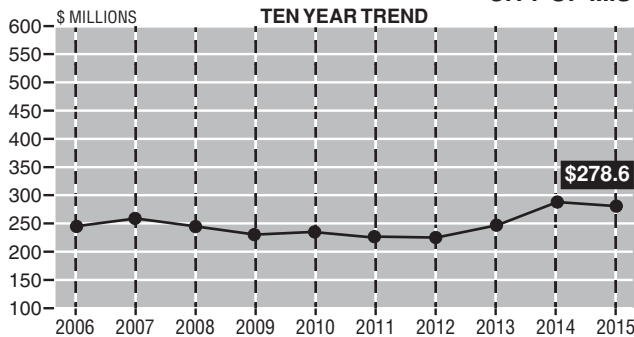
### CITY OF MERRIAM: TOTAL RETAIL SALES



### CITY OF PRAIRIE VILLAGE: RETAIL SALES

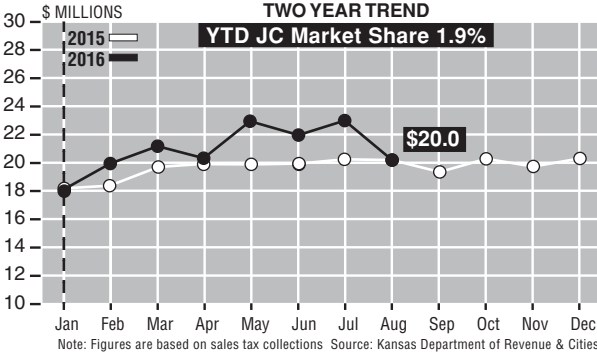
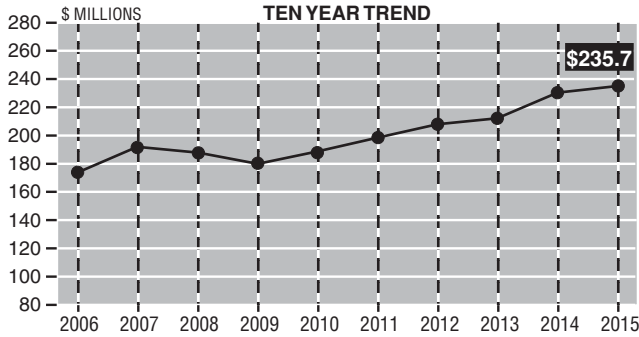


### CITY OF MISSION: TOTAL RETAIL SALES



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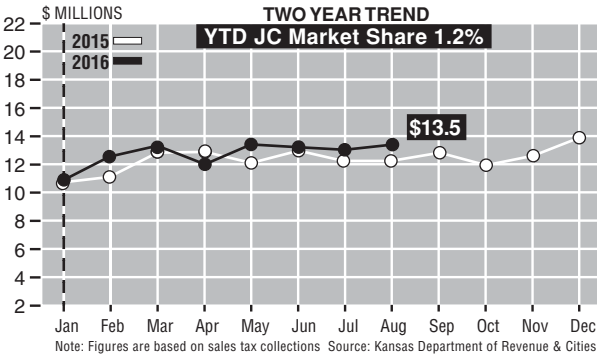
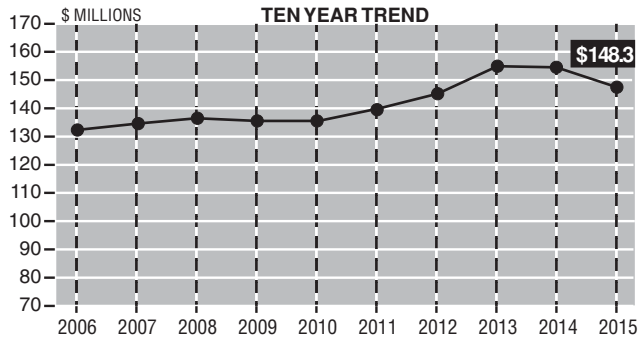
### CITY OF GARDNER: RETAIL SALES



Current Month  
This Yr: \$20,047,000  
Last Yr: \$20,261,000  
Change: -1.1%

Cumulative to Date  
This Yr: \$167,386,000  
Last Yr: \$156,045,000  
Change: +7.3%

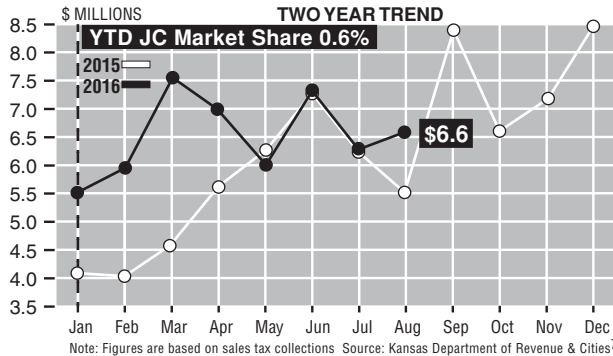
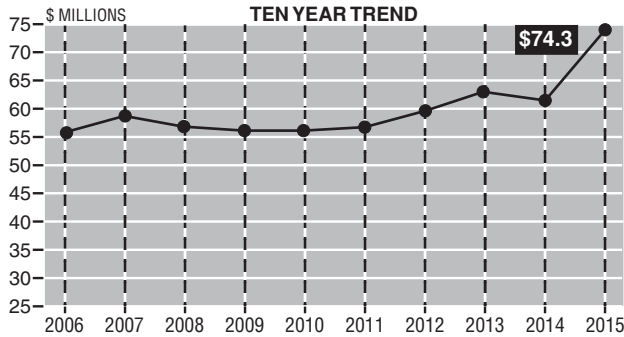
### CITY OF ROELAND PARK: RETAIL SALES



Current Month  
This Yr: \$13,508,000  
Last Yr: \$12,223,000  
Change: +10.5%

Cumulative to Date  
This Yr: \$102,520,000  
Last Yr: \$97,272,000  
Change: +5.4%

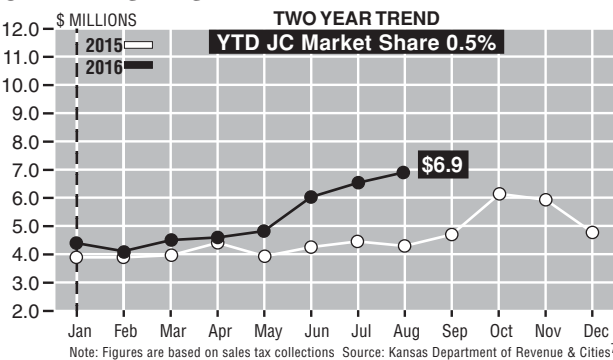
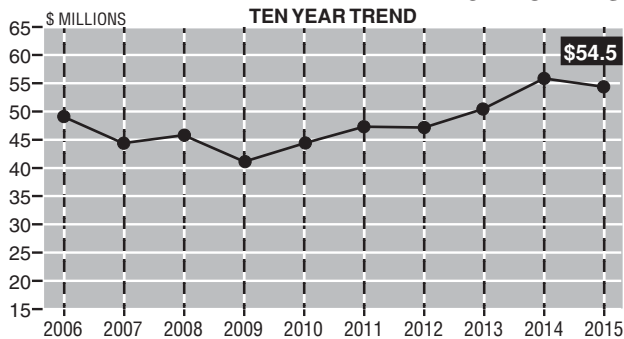
### CITY OF SPRING HILL: RETAIL SALES



Current Month  
This Yr: \$6,563,000  
Last Yr: \$5,515,000  
Change: +19.0%

Cumulative to Date  
This Yr: \$52,317,000  
Last Yr: \$43,602,000  
Change: +20.0%

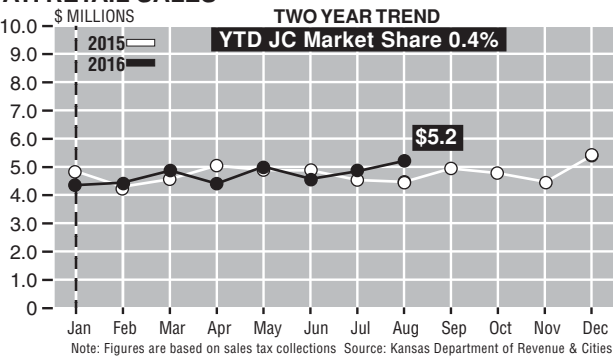
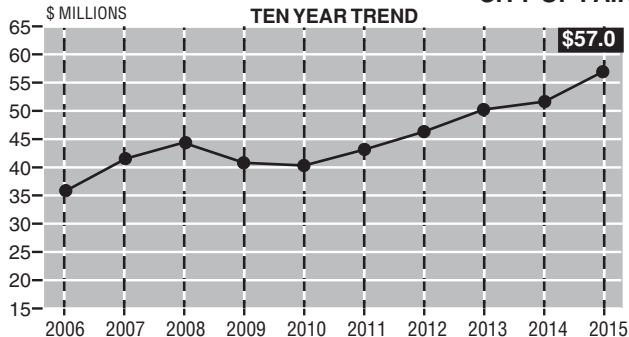
### CITY OF DE SOTO: RETAIL SALES



Current Month  
This Yr: \$6,862,000  
Last Yr: \$4,256,000  
Change: +61.2%

Cumulative to Date  
This Yr: \$41,806,000  
Last Yr: \$32,891,000  
Change: +27.1%

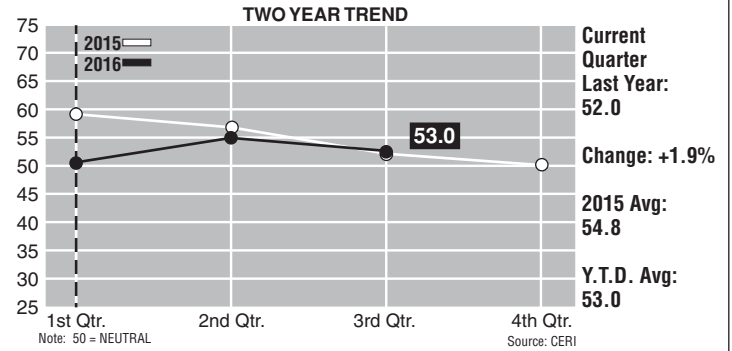
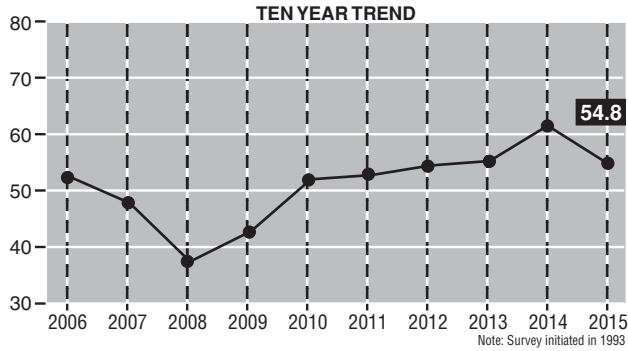
### CITY OF FAIRWAY: RETAIL SALES



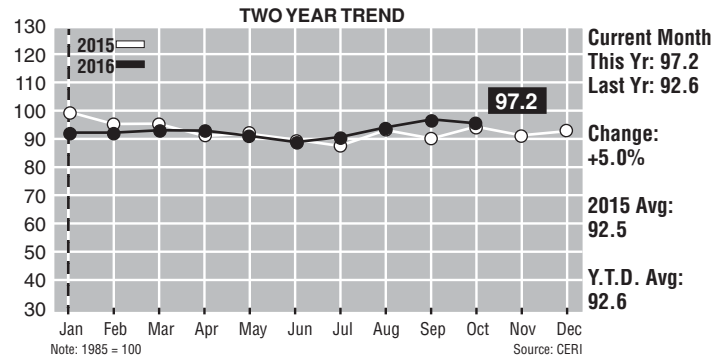
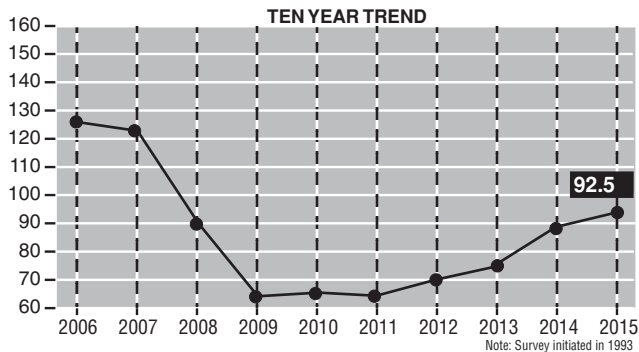
Current Month  
This Yr: \$5,219,000  
Last Yr: \$4,429,000  
Change: +17.9%

Cumulative to Date  
This Yr: \$38,255,000  
Last Yr: \$37,211,000  
Change: +2.8%

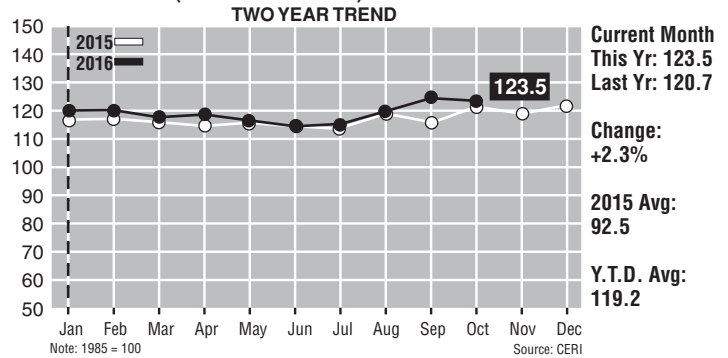
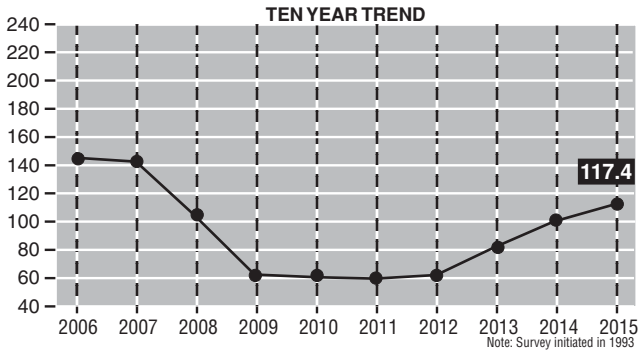
### JOHNSON COUNTY: BUSINESS EXECUTIVES' CONFIDENCE



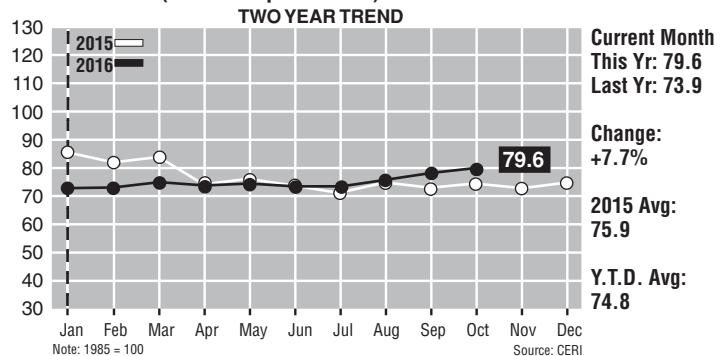
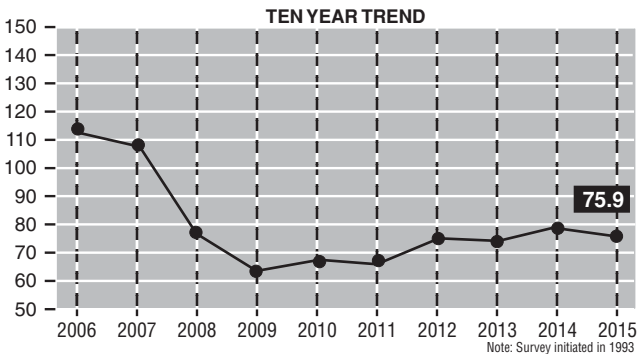
### JOHNSON COUNTY: INDEX OF CONSUMER CONFIDENCE



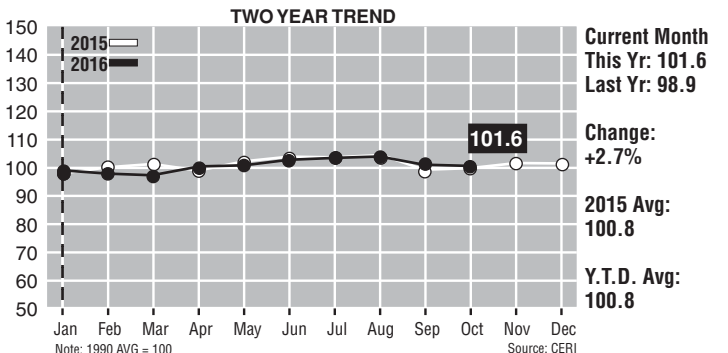
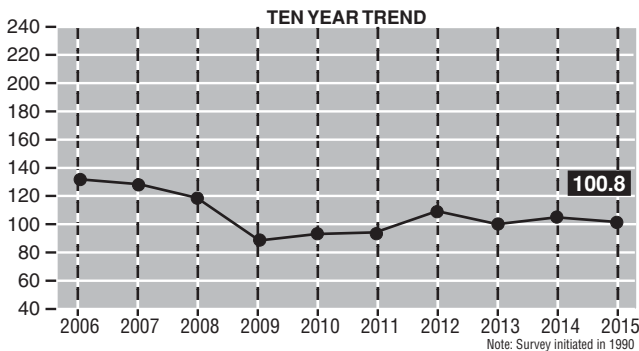
### JOHNSON COUNTY: INDEX OF CONSUMER CONFIDENCE (Present Situation)



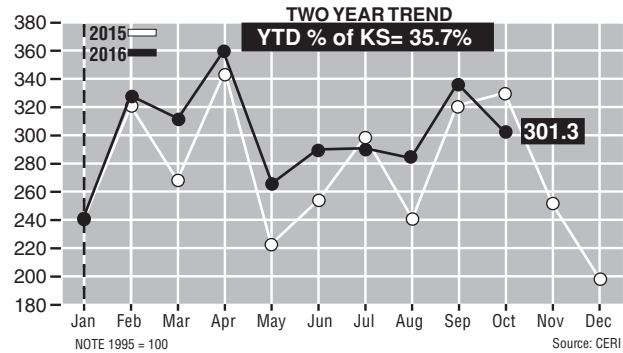
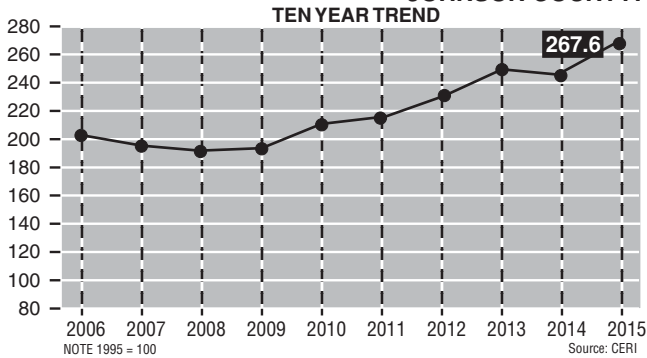
### JOHNSON COUNTY: INDEX OF CONSUMER CONFIDENCE (Future Expectations)



### JOHNSON COUNTY: INDEX OF HELP WANTED ADVERTISING

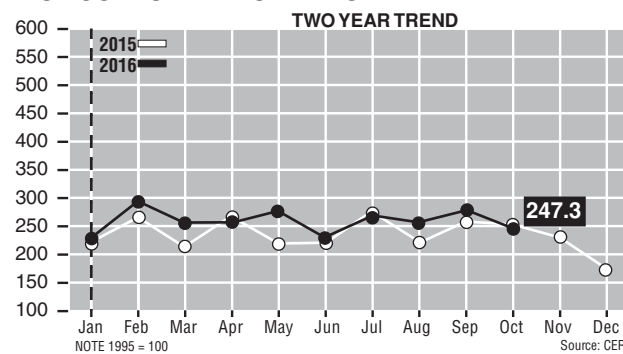
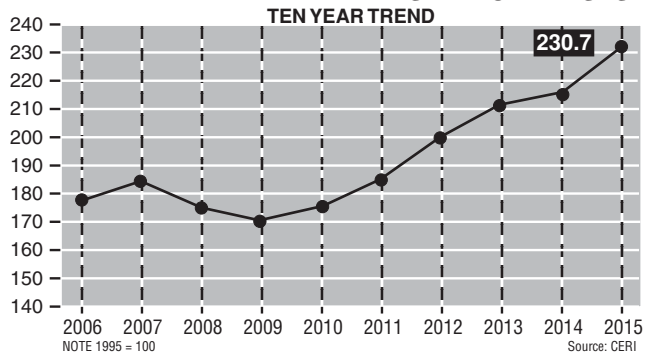


## JOHNSON COUNTY: INDEX OF CORPORATE FORMATION



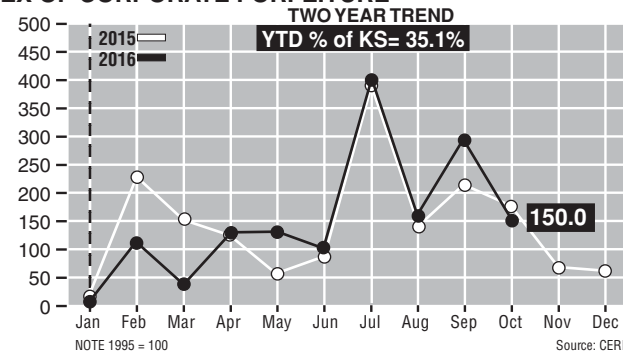
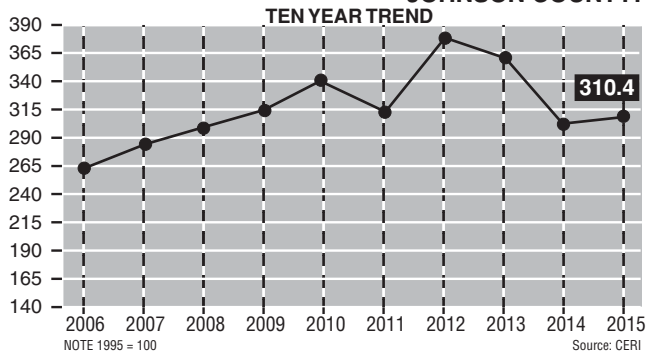
Current Month  
Last Year:  
329.9  
Change: -8.7%  
Y.T.D Avg.:  
This Year: 297.0  
Last Year: 278.3  
Change: +6.7%

## STATE OF KANSAS: INDEX OF CORPORATE FORMATION



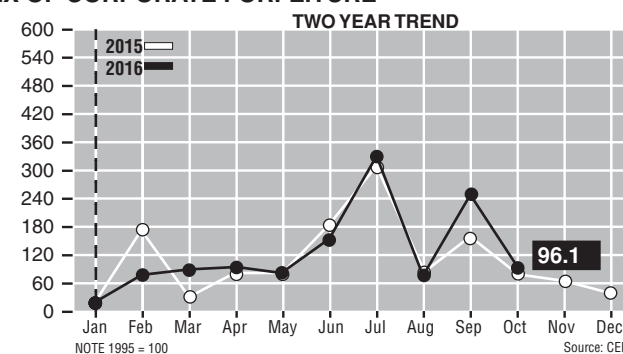
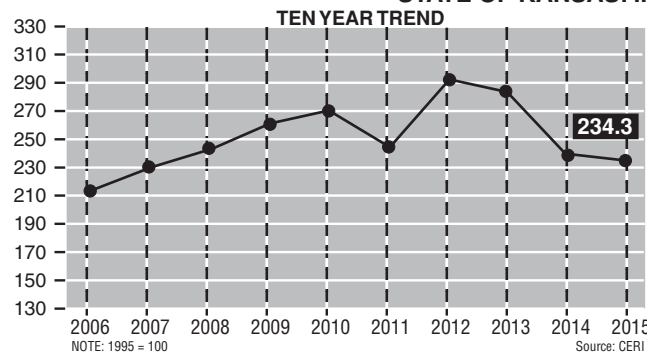
Current Month  
Last Year:  
251.1  
Change: -1.4%  
Y.T.D Avg.:  
This Year: 254.4  
Last Year: 238.9  
Change: +6.5%

## JOHNSON COUNTY: INDEX OF CORPORATE FORFEITURE



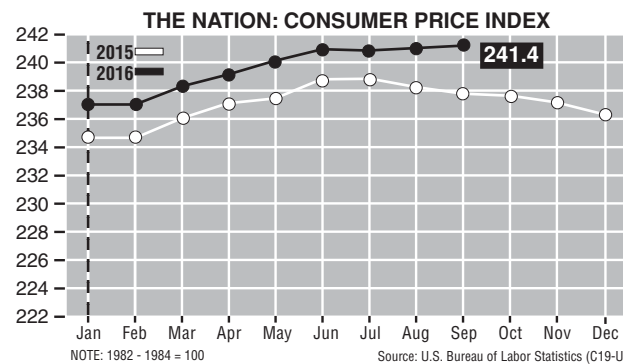
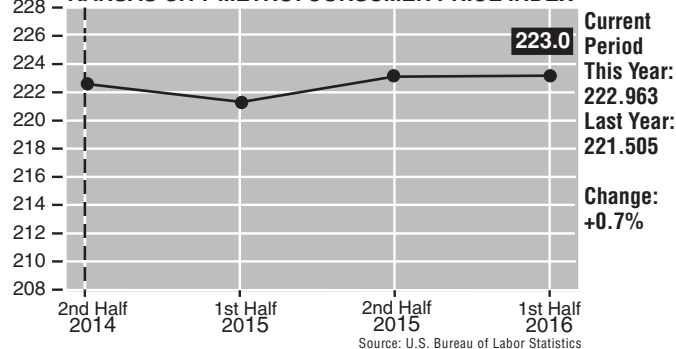
Current Month  
Last Year:  
175.0  
Change: -14.3%  
Y.T.D Avg.:  
This Year: 329.8  
Last Year: 315.5  
Change: +4.5%

## STATE OF KANSAS: INDEX OF CORPORATE FORFEITURE



Current Month  
Last Year:  
71.1  
Change: +35.2%  
Y.T.D Avg.:  
This Year: 264.0  
Last Year: 238.8  
Change: +10.6%

## KANSAS CITY METRO: CONSUMER PRICE INDEX



Current Month  
This Yr: 241.428  
Last Yr: 237.945  
Change: +1.5%  
Y.T.D Avg.:  
This Yr: 239.514  
Last Yr: 237.216  
Change: +1.0%

Item Number: DISCUSSION ITEMS- II.-8.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

### Action Item Summary

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Date: 12/5/2016  
Submitted By: Jennifer Jones-Lacy  
Committee/Department: Finance  
Title: **2016 Budget Amendment (est. time 5 min.)**  
Item Type: Discussion

#### Recommendation:

**Review the proposed 2016 Budget Amendment and set the hearing for the December 19th Council Meeting**

#### Details:

At the end of each fiscal year, staff reviews the budget to determine if any budget amendments are necessary. If the City intends to spend more in any given fund than what was published in the adopted 2016 Budget, Kansas State Budget law requires the City to hold a public hearing to amend the budget.

The only fund projected to exceed the adopted 2016 Budget is the Valley State Bank TIF Fund. This fund is established exclusively to pay debt service on the infrastructure improvements associated with the Mission Bank development. All revenue generated from property taxes goes toward debt service with a nominal amount for administration fees. The 2016 adopted budget projected expenditures to be no greater than \$47,740. The revenues generated in this TIF to date is \$57,598. As a result, this money has been dedicated to fund debt. In order to ensure we do not exceed our budget authority, the attached budget amendment exceeds our budget authority in this fund to \$70,000.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

**ATTACHMENTS:**

| Description                                                                                             | Type    |
|---------------------------------------------------------------------------------------------------------|---------|
|  2016 Budget Amendment | Exhibit |

2016

**Notice of Budget Hearing for Amending the**

**2016 Budget**

The governing body of

**Roeland Park**

will meet on the day of December 19, 2016 at 7 p.m. at City Hall - 4600 W. 51st Street Roeland Park, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall  
and will be available at this hearing.

**Summary of Amendments**

| <b>Fund</b>           | 2016<br>Adopted Budget |                                  |              | 2016<br>Proposed Amended<br>Expenditures |
|-----------------------|------------------------|----------------------------------|--------------|------------------------------------------|
|                       | Actual<br>Tax Rate     | Amount of Tax<br>that was Levied | Expenditures |                                          |
| Valley State Bank TIF |                        |                                  | 47,740       | 70,000                                   |
|                       |                        |                                  | 0            | 0                                        |
|                       |                        |                                  | 0            | 0                                        |
|                       |                        |                                  | 0            | 0                                        |
|                       |                        |                                  | 0            | 0                                        |
|                       |                        |                                  | 0            | 0                                        |

Jennifer Jones-Lacy

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Official Title: Finance Director

Page No.



Item Number: DISCUSSION ITEMS- II.-9.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date: 12/23/2016  
Submitted By: Joel Marquardt  
Committee/Department: Admin.  
Title: **Committee Appointments and Reappointments (est. time 5 min.)**  
Item Type: Other

### Recommendation:

**To appoint:**  
**Courtney Craig to BZA,**  
**Reappoint Paula Gleason Ward 2 (Michael Rhoades and Tim Janssen)**  
**Kyle Rogler to the at large position to Planning Commission,**  
**Laura Stelle, Sean Rowland and Erik Hage to Sustainability,**  
**James Kanally and Randi King to Parks,**  
**Tawny Sanders and Amie Logan to Events,**  
**Lynda Leonard and Corie Vogel to Arts.**  
**and**  
**Reappoint Moffett Ferguson to Arts**

### Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

| Description                                                                                              | Type       |
|----------------------------------------------------------------------------------------------------------|------------|
|  Committee Applications | Cover Memo |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 11/4/2016 9:56 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

1 attachments (75 KB)

Resume\_Courtney-Craig.pdf;

## Committee Volunteer Application Form

|                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Email:</b>                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Date:</b>                                                                                                 | 11/4/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Name:</b>                                                                                                 | Courtney Craig                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Daytime Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Evening Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Address:</b>                                                                                              | 5215 Juniper Dr.<br>Roeland Park, KS 66205<br>United States of America                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Place of Employment:</b>                                                                                  | The Condado Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>How long have you been a resident of Roeland Park?:</b>                                                   | 11 Years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>How much time do you have to devote per month?:</b>                                                       | 15 Hours but more as needed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:</b> | <p>I believe Roeland Park is at a critical point as a city. With a reprieve from the possibly devastating Walmart move now a reality, Roeland Park must decide what it's future will be. A city that is a pass through city continuously dependent on a couple of large box retailers for revenue or to create an appealing city hearkening to what it once was as a community with appeal to all of Johnson County.</p> <p>In my eleven years I have become increasingly concerned with the state of properties in Roeland Park, businesses that have been attracted to the city. As the city faces the development of the East/West Cloverleafs it is a critical point where decisions must be put into place that makes Roeland Park no longer a city to be passed by on the way to the Plaza but rather a stopping point.</p> |
| <b>Select which Board or Committees you are interested in serving on: (only one per application):</b>        | Board of Zoning Appeals                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Mon 11/7/2016 4:39 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

## Committee Volunteer Application Form

|                                                                                                              |                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Email:</b>                                                                                                |                                                                                                                                                                                                                                          |
| <b>Date:</b>                                                                                                 | 11/07/2016                                                                                                                                                                                                                               |
| <b>Name:</b>                                                                                                 | Sean Rowland                                                                                                                                                                                                                             |
| <b>Daytime Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                          |
| <b>Evening Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                          |
| <b>Address:</b>                                                                                              | 5915 Hardy Street<br>Merriam, Kansas 66202<br>United States of America                                                                                                                                                                   |
| <b>Place of Employment:</b>                                                                                  | Pearl Insurance                                                                                                                                                                                                                          |
| <b>How long have you been a resident of Roeland Park?:</b>                                                   | N/A                                                                                                                                                                                                                                      |
| <b>How much time do you have to devote per month?:</b>                                                       | 20 hours                                                                                                                                                                                                                                 |
| <b>Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:</b> | I have been longing to get involved in the planning/zoning/sustainability side of my community for a little while now, but there were not opportunities to do so in Merriam. However, I wanted to offer my time to helping Roeland Park. |
| <b>Select which Board or Committees you are interested in serving on: (only one per application):</b>        | Sustainability                                                                                                                                                                                                                           |
| <b>Additional, comments: (If any):</b>                                                                       |                                                                                                                                                                                                                                          |
| <b>File Upload:</b>                                                                                          |                                                                                                                                                                                                                                          |
| <b>HTML:</b>                                                                                                 |                                                                                                                                                                                                                                          |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Mon 11/7/2016 9:26 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

1 attachments (198 KB)

ErikHageResumeUA.pdf;

## Committee Volunteer Application Form

|                                                                                                              |                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Email:</b>                                                                                                |                                                                                                                                                                                                                                                                                                                                  |
| <b>Date:</b>                                                                                                 | 11/08/2016                                                                                                                                                                                                                                                                                                                       |
| <b>Name:</b>                                                                                                 | Erik P. Hage                                                                                                                                                                                                                                                                                                                     |
| <b>Daytime Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                                                                                                                  |
| <b>Evening Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                                                                                                                  |
| <b>Address:</b>                                                                                              | 5401 Nall Avenue<br>Roeland Park, Kansas 66202<br>United States of America                                                                                                                                                                                                                                                       |
| <b>Place of Employment:</b>                                                                                  | CBIZ Insurance Services, Inc.                                                                                                                                                                                                                                                                                                    |
| <b>How long have you been a resident of Roeland Park?:</b>                                                   | Just over 4 years                                                                                                                                                                                                                                                                                                                |
| <b>How much time do you have to devote per month?:</b>                                                       | At least one night a week                                                                                                                                                                                                                                                                                                        |
| <b>Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:</b> | My wife and I have long been believers in community engagement. Having worked with public entity clients the last six months, I better understand the challenges that are involved in local government, and would like to assist where possible. In a recent meeting with Keith Moody, he suggested I volunteer for a committee. |
| <b>Select which Board or Committees you are interested in serving on: (only one per application):</b>        | Board of Zoning Appeals                                                                                                                                                                                                                                                                                                          |
| <b>Additional, comments: (If any):</b>                                                                       |                                                                                                                                                                                                                                                                                                                                  |
| <b>File Upload:</b>                                                                                          | <a href="http://www.roelandpark.net/wordpress/wp-content/uploads/ErikHageResumeUA.pdf">http://www.roelandpark.net/wordpress/wp-content/uploads/ErikHageResumeUA.pdf</a>                                                                                                                                                          |
| <b>HTML:</b>                                                                                                 |                                                                                                                                                                                                                                                                                                                                  |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Tue 7/19/2016 3:01 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

## Committee Volunteer Application Form

|                                                                                                              |                                                                         |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>Email:</b>                                                                                                |                                                                         |
| <b>Date:</b>                                                                                                 | 07/19/2016                                                              |
| <b>Name:</b>                                                                                                 | James F. Kanally                                                        |
| <b>Daytime Phone Number:</b>                                                                                 |                                                                         |
| <b>Evening Phone Number:</b>                                                                                 |                                                                         |
| <b>Address:</b>                                                                                              | 5401 w. 50th st.<br>Roeland Park, Ks. 66205<br>United States of America |
| <b>Place of Employment:</b>                                                                                  | RETIRED                                                                 |
| <b>How long have you been a resident of Roeland Park?:</b>                                                   | 7 months                                                                |
| <b>How much time do you have to devote per month?:</b>                                                       | 20-30 hrs/mo.                                                           |
| <b>Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:</b> | Stay busy. meet people, serve, make sure my city is well run.           |
| <b>Select which Board or Committees you are interested in serving on: (only one per application):</b>        | Parks                                                                   |
| <b>Additional, comments: (If any):</b>                                                                       |                                                                         |
| <b>File Upload:</b>                                                                                          |                                                                         |
| <b>HTML:</b>                                                                                                 |                                                                         |

This email was built and sent using [Visual Form Builder](#).

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Sun 10/23/2016 5:17 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (119 KB)

Randi-King-CV-Resume-1.pdf;

## Committee Volunteer Application Form

|                                                                                                       |                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Email:                                                                                                |                                                                                                                                                                                                                                                                                                                                                      |
| Date:                                                                                                 | 10/23/2016                                                                                                                                                                                                                                                                                                                                           |
| Name:                                                                                                 | Randi King                                                                                                                                                                                                                                                                                                                                           |
| Daytime Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                      |
| Evening Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                      |
| Address:                                                                                              | 5205 El Monte St.<br>Roeland Park, Kansas 66205<br>United States of America                                                                                                                                                                                                                                                                          |
| Place of Employment:                                                                                  | Quest Diagnostics                                                                                                                                                                                                                                                                                                                                    |
| How long have you been a resident of Roeland Park?:                                                   | 6 months                                                                                                                                                                                                                                                                                                                                             |
| How much time do you have to devote per month?:                                                       | 10 hours                                                                                                                                                                                                                                                                                                                                             |
| Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park: | I love to be involved and give back to the community where I live. Having recently moved to Roeland Park, my neighbors welcomed me warmly and in such a way that I feel a need to engage more with this city and fellow residents in order to learn more about this area and to hopefully continue the hospitality I felt from my first moment here. |
| Select which Board or Committees you are interested in serving on: (only one per application):        | Parks                                                                                                                                                                                                                                                                                                                                                |
| Additional, comments: (if any):                                                                       |                                                                                                                                                                                                                                                                                                                                                      |
| File Upload:                                                                                          | <a href="http://www.roelandpark.net/wordpress/wp-content/uploads/Randi-King-CV-Resume-1.pdf">http://www.roelandpark.net/wordpress/wp-content/uploads/Randi-King-CV-Resume-1.pdf</a>                                                                                                                                                                  |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 11/4/2016 3:15 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (111 KB)

Tawny\_Saunders\_Resume-.pdf;

## Committee Volunteer Application Form

|                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Email:</b>                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Date:</b>                                                                                                 | 11/04/2016                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Name:</b>                                                                                                 | Tawny Saunders                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Daytime Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Evening Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Address:</b>                                                                                              | 4912 Canterbury Rd<br>Roeland Park, KS - Kansas 66205<br>United States of America                                                                                                                                                                                                                                                                                                       |
| <b>Place of Employment:</b>                                                                                  | Muscular Dystrophy Association                                                                                                                                                                                                                                                                                                                                                          |
| <b>How long have you been a resident of Roeland Park?:</b>                                                   | 1 year                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>How much time do you have to devote per month?:</b>                                                       | 10 hours                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:</b> | I moved to Roeland Park from Colorado Springs, Colorado almost a year ago to date. In Colorado I was very involved in the community. I served on nonprofit boards and volunteers at a number of community events. I enjoy giving my energy to causes that matter and I am looking for a way to connect in Roeland Park. I would love to get involved and give back and meet new people! |
| <b>Select which Board or Committees you are interested in serving on: (only one per application):</b>        | Events                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Additional, comments: (if any):</b>                                                                       | I love events! I have been in event fundraising for over 5 year. Four of which were in an events manager capacity. I have served on many event boards for nonprofits and it's something I am truly passionate about.                                                                                                                                                                    |
| <b>File Upload:</b>                                                                                          | <a href="http://www.roelandpark.net/wordpress/wp-content/uploads/Tawny_Saunders_Resume-.pdf">http://www.roelandpark.net/wordpress/wp-content/uploads/Tawny_Saunders_Resume-.pdf</a>                                                                                                                                                                                                     |



# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 11/4/2016 2:12 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (93 KB)

Amie-Resume-2-1-1.pdf;

## Committee Volunteer Application Form

|                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Email:                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Date:                                                                                                 | 11/04/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Name:                                                                                                 | Amie Logan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Daytime Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Evening Phone Number:                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Address:                                                                                              | 4746 Reinhardt<br>Roeland Park, Kansas 66205<br>United States of America                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Place of Employment:                                                                                  | EyeVerify                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| How long have you been a resident of Roeland Park?:                                                   | 18 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| How much time do you have to devote per month?:                                                       | 10-15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park: | <p>I have been in Roeland Park for 18 years and I haven't reall been involved. I know have a 3.5 year old I want to be more involved in my city. I am an operations director and am great event planning. We drive to Westwood to use their park because it is convenient and user friendly and would like to see a fun park on the east side of roe. My daughter is also involved in swimming and when the time is right she will be great addition ti the Stingrays.</p> <p>So any one of the three committees, Events, Parks, or Pool Advisory are what I am looking to support.</p> |
| Select which Board or Committees you are interested in serving on: (only one per application):        | Events                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 11/4/2016 9:51 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

1 attachments (78 KB)

ljl-Resume1-11216.pdf;

## Committee Volunteer Application Form

|                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Email:</b>                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Date:</b>                                                                                                 | 11/04/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Name:</b>                                                                                                 | Lynda J Leonard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Daytime Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Evening Phone Number:</b>                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Address:</b>                                                                                              | 4921 Southridge Drive<br>Roeland Park, KS 66205<br>United States of America                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Place of Employment:</b>                                                                                  | Lynda Leonard Studio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>How long have you been a resident of Roeland Park?:</b>                                                   | 1 year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>How much time do you have to devote per month?:</b>                                                       | 4921 Southridge Drive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:</b> | <p>I am interested in the Art Committee. I am an artist, have a MA degree in Ceramics/Sculpture and Jewelry from Fort Hays State University. A BFA in Ceramics, Jewelry from Emporia State University.</p> <p>I bought the house built in 1920 because it has a wonderful area that is my art studio. I was active with the Hays Arts Council when I had my gallery/studio in Hays and very much want to be part of the Roeland Park community and support is with the broad experience and training I have in the arts. I also worked in several of the art galleries in Santa Fe, NM when I lived there in the 1990's.</p> |
| <b>Select which Board or Committees you are interested in serving on: (only one per application):</b>        | Arts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Additional, comments: (If</b>                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

# Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Thu 11/10/2016 7:28 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

## Committee Volunteer Application Form

|                                                                                                              |                                                                                                       |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Email:</b>                                                                                                | -                                                                                                     |
| <b>Date:</b>                                                                                                 | 11/10/2016                                                                                            |
| <b>Name:</b>                                                                                                 | Corie Vogel                                                                                           |
| <b>Daytime Phone Number:</b>                                                                                 |                                                                                                       |
| <b>Evening Phone Number:</b>                                                                                 |                                                                                                       |
| <b>Address:</b>                                                                                              | 4919 W 58th<br>Roeland Park, Ks 66205<br>United States of America                                     |
| <b>Place of Employment:</b>                                                                                  | Self employed stylist/makeup artist                                                                   |
| <b>How long have you been a resident of Roeland Park?:</b>                                                   | 6 years                                                                                               |
| <b>How much time do you have to devote per month?:</b>                                                       | 4 hours                                                                                               |
| <b>Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:</b> | I love what a diverse population Roeland Park is, and want to make a positive impact in my community. |
| <b>Select which Board or Committees you are interested in serving on: (only one per application):</b>        | Arts                                                                                                  |
| <b>Additional, comments: (If any):</b>                                                                       |                                                                                                       |
| <b>File Upload:</b>                                                                                          |                                                                                                       |
| <b>HTML:</b>                                                                                                 |                                                                                                       |

This email was built and sent using [Visual Form Builder](#).

Item Number: DISCUSSION ITEMS- II.-10.  
Committee 12/5/2016  
Meeting Date:



## City of Roeland Park

### Action Item Summary

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|                       |                                                                 |
|-----------------------|-----------------------------------------------------------------|
| Date:                 | 12/5/2016                                                       |
| Submitted By:         | Jennifer Jones-Lacy                                             |
| Committee/Department: | Admin.                                                          |
| Title:                | <b>Changes to Type 1 Special Event Terms (est. time 5 min.)</b> |
| Item Type:            | Ordinance                                                       |

#### Recommendation:

**To review Ordinance 949 and recommend approval for the December 19th Council meeting.**

#### Details:

Every October, St. Agnes installs several small crosses on their grounds in conjunction with yard signs. Per 16-910(b) of the Municipal Code, three temporary signs are permitted on any lot and shall have a surface no larger than three square feet (maximum of 2.5 feet wide and 3.5 feet in height). The signs are really part of what I would consider a "special event" and should really be addressed through those definitions.

Currently, Section 16-703 states special events meeting the Type 1 definition does not require a permit and shall be restricted between the hours of 8 am and 11 pm for a maximum of four days. Type 1 is defined as "fund raising or non-commercial events held outside for non-profit religious, educational or community service organizations that routinely operate in the City, including on-site signs and structures held in conjunction with the event." I recommend we make amendments to the Special Events section of Chapter 16 to state that signs associated with a special event shall be allowed up to 31 days and a max of four non-consecutive times per year. The revisions also state that the City shall not limit the number of signs associated with the event while maintaining a limit on the size of signage. This will allow the Catholic Church to continue its observation during the month of October without being in violation of the City's sign ordinance.

Below are the proposed changes to our existing special events code as indicated by the underlined/italicized text.

16-703. SPECIAL EVENTS; PERMIT NOT REQUIRED. Special events meeting the Type 1 definition are allowed without a special event permit provided all the following performance standards are met:

- (a) The special event is conducted entirely on private property owned or leased by the sponsoring organization as a permanent facility or with the written permission of the property owner or lessee.
- (b) Any structure used in conjunction with the special event shall meet all applicable yard setbacks, shall be the subject of a valid building permit, and shall be promptly removed upon the cessation of the event.
- (c) The special event involving outdoor activities (i.e. people congregating or participating in outdoor activities) shall be restricted to hours of operation between 8:00 a.m. and 11:00 p.m., to a maximum duration of four days, and to a maximum frequency for similar events of six non-consecutive times per calendar year.
- (d) Advertising signs and symbols marking a special event shall be limited to a maximum duration of 31 days, and to a maximum frequency for similar events of four non-consecutive times per calendar year. The number and location of the signs and symbols shall not be limited by the city. However, the width of any given sign shall not exceed eight feet (8') in length and the overall height of any signage should not exceed four feet (4') above grade.

This recommendation was approved by the Planning Commission on November 22nd and must be approved by the City Council via ordinance to go into effect. To make changes to the proposed ordinance, the Council would need a 2/3rd majority vote to override the Planning Commission's recommendation. Please see attached proposed Ordinance 949.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

#### ATTACHMENTS:

| Description                                                                                       | Type      |
|---------------------------------------------------------------------------------------------------|-----------|
|  Ordinance 949 | Ordinance |

## **ORDINANCE NO. 949**

### **AN ORDINANCE RELATING TO THE ZONING REGULATIONS OF THE CITY OF ROELAND PARK, KANSAS; AMENDING AND REPEALING EXISTING SECTION 16-703 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS:**

**SECTION 1.** Existing Section 16-703 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

**Sec. 16-703. Special Events; Permit Not Required.**

Special events meeting the Type 1 definition are allowed without a special event permit provided all the following performance standards are met:

- (a) The special event is conducted entirely on private property owned or leased by the sponsoring organization as a permanent facility or with the written permission of the property owner or lessee.
- (b) Any structure used in conjunction with the special event shall meet all applicable yard setbacks, shall be the subject of a valid building permit, and shall be promptly removed upon the cessation of the event.
- (c) Any special event involving outdoor activities (i.e., people congregating or participating in outdoor activities) shall be restricted to hour of operation between 8:00 a.m. and 11:00 p.m., to a maximum duration of four days, and to a maximum frequency for similar events of six non-consecutive times per calendar year.
- (d) Advertising signs and symbols marking a special event shall be limited to a maximum duration of 31 days, and to a maximum frequency for similar events of four non-consecutive times per calendar year. The number and location of the signs and symbols shall not be limited by the City. However, the width of any given sign shall not exceed eight feet (8') in length and the overall height of any sign shall not exceed four feet (4') above grade.

**SECTION 2.** Existing Section 16-703 of the Code of the City of Roeland Park, Kansas is hereby repealed.

**SECTION 3.** This Ordinance shall take effect upon its publication in the official City newspaper.

**PASSED** by the City Council the 19th day of December, 2016. **APPROVED** by the Mayor.

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Joel Marquardt, Mayor

**ATTEST:**

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Kelley Bohon, City Clerk

**APPROVED AS TO FORM:**

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Neil R. Shortlidge, City Attorney