

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
September 17, 2018 7:00 PM

- Mike Kelly, Mayor
- Erin Thompson, Council Member
- Becky Fast, Council Member
- Michael Poppa, Council Member
- Claudia McCormack, Council Member

- Tim Janssen, Council Member
- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Jennifer Hill, Council Member

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

Admin

Kelly
Madigan

Finance

Thompson
Fast

Safety

McCormack
Janssen

Public Works

Poppa
Hill

Pledge of Allegiance

Roll Call

Modification of Agenda

I. Citizens Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens are requested to keep their comments under 5 minutes. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

II. Consent Agenda

Consent agenda items have been studied by the Governing Body and will be acted on in a single motion. If a Council member requests a separate discussion on an item, it can be removed from the consent agenda and placed on new business for further consideration.

- A. Appropriation Ordinance # 920
- B. August 20, 2018 Council Minutes
- C. Verizon Wireless Franchise Agreement
- D. R Park Arboretum Grant Award
- E. Award Contract for Shade Structure at Granada Park

- F. Agreement with Johnson County for Administration of Stormwater Best Management Practices Program

III. Business From the Floor

A. Applications / Presentations

- 1. Events Update
- 2. Park2Park Update - Laura Steele

IV. Mayor's Report

- A. Suicide Prevention Proclamation
- B. Beth Pauley Proclamation

V. Reports of City Liaisons and Committees

- A. Pool Advisory Committee
- B. Ad-Hoc Development
- C. Parks
- D. Events

VI. Unfinished Business

- A. Bella Roe Sign/Fountain Discussion

VII. New Business

- A. Filming on Public Land and Amendment to the Fee Resolution
- B. Replacement of Electric Vehicle Charging Station at City Hall
- C. Award Contract for Audit Services
- D. Island/Right of Way Adoption Program

VIII. Ordinances and Resolutions:

IX. Workshop Items:

X. Reports of City Officials:

Welcome to this meeting of the City Council of Roeland Park. Below are the Procedural Rules of Council

The City Council 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 City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (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 City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, 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 Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, 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 City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

- F. **Speak Only Once.** 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 Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Consent Agenda- II.-A.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriation Ordinance # 920**
Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Appropriation Ordinance # 920	Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

City Hall (913) 722-2600 – Fax (913) 722-3713

Friday, September 14, 2018

Appropriation Ordinance -9/17/2018 - #920

An Ordinance making Appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Roeland Park, Kansas:

Section 1: That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the City Treasury the sum required for each claim.

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 17th day of September, 2018.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

477,255.55

There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance -9/17/2018 - #920

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT	Amount	Chk #	Check Amount
					Date			
A-1 Sewer & Septic Service	300	5469.300	Stormwater Maintenance	Invoice: 227986 /	9/12/2018	4,897.98	68458	4,897.98
ADP, LLC	101	5214.101	Other Contracted Services	Invoice: 520030006 /	8/29/2018	224.04	68403	224.04
Advance Auto Parts	102	5260.102	Vehicle Maintenance	Invoice: 5128823354883 /	8/29/2018	4.19	68404	4.19
Advance Auto Parts	106	5211.106	Maintenace & Repair Equipment	Invoice: 5128822827920 /	9/12/2018	18.39	68459	27.09
Advance Auto Parts	106	5211.106	Maintenace & Repair Equipment	Invoice: 5128822627802 /	9/12/2018	5.21	68459	
Advance Auto Parts	102	5260.102	Vehicle Maintenance	Invoice: 5128824628921 /	9/12/2018	3.49	68459	
Airgas USA, LLC	106	5318.106	Tools	Invoice: 9079544766 /	9/12/2018	162.52	68460	162.52
Airgas USA, LLC	106	5318.106	Tools	Invoice: 9956015121 /	9/12/2018	22.36	68461	22.36
All Copy Products, Inc.	102	5214.102	Other Contracted Services	Invoice: 60295792 /	8/29/2018	322.50	68405	645.00
All Copy Products, Inc.	105	5214.105	Other Contracted Services	Invoice: 60295792 /	8/29/2018	322.50	68405	
All Nations Flag Co., Inc.	101	5249.101	Branding Implementation	Invoice: 86396 /	8/29/2018	12.00	68406	12.00
All Star Awards & Ad Specialties, Inc	101	5267.101	Employee Related Expenses	Invoice: 442276 /	8/29/2018	35.00	68407	35.00
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	Invoice: B789835 /	8/29/2018	1,320.10	68408	1,320.10
Asphalt Sales Company, Inc	300	5246.300	In-House Street Maintenance	Invoice: 138710 /	9/12/2018	428.00	68462	3,948.33
Asphalt Sales Company, Inc	300	5246.300	In-House Street Maintenance	Invoice: 138589 /	9/12/2018	682.67	68462	
Asphalt Sales Company, Inc	300	5246.300	In-House Street Maintenance	Invoice: 138731 /	9/12/2018	916.46	68462	
Asphalt Sales Company, Inc	300	5246.300	In-House Street Maintenance	Invoice: 138837 /	9/12/2018	735.10	68462	
Asphalt Sales Company, Inc	300	5246.300	In-House Street Maintenance	Invoice: 138646 /	9/12/2018	755.42	68462	
Asphalt Sales Company, Inc	300	5246.300	In-House Street Maintenance	Invoice: 138661 /	9/12/2018	430.68	68462	
AT&T	101	5202.101	Telephone	Invoice: 3241 8/21/18 /	9/5/2018	50.98	68442	50.98
Balls Food Stores	108	5251.108	Mayor Expenses	Invoice: 662186 /	8/29/2018	8.96	68409	32.93
Balls Food Stores	101	5301.101	Office Supplies	Invoice: 662162 /	8/29/2018	23.97	68409	
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	Invoice: 76918574 /	9/12/2018	1,766.48	68463	3,532.96
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	Invoice: 76899915 /	9/12/2018	1,766.48	68463	
Blue Sky Cleaners	102	5224.102	Laundry Service	Invoice: 2106 9/1/18 /	9/12/2018	208.80	68464	208.80
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1041360 /	9/12/2018	80.00	68465	469.85
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1041375 /	9/12/2018	224.85	68465	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 104130 /	9/12/2018	35.00	68465	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1041355 /	9/12/2018	130.00	68465	
Civic Plus	101	5214.101	Other Contracted Services	Invoice: 175552 /	8/29/2018	7,491.49	68410	7,764.88
Civic Plus	101	5214.101	Other Contracted Services	Invoice: 9720 /	8/29/2018	273.39	68410	
Civic Plus	101	5218.101	IT & Communication	Invoice: 177117 /	9/12/2018	273.39	68466	273.39
Coleman Equipment Inc.	106	5211.106	Maintenace & Repair Equipment	Invoice: 344097 /	9/12/2018	87.00	68467	87.00
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	Invoice: 17216 /	9/12/2018	2,800.00	68468	3,665.00
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	Invoice: 17298 /	9/12/2018	865.00	68468	
Dos Mundos	101	5204.101	Legal Printing	Invoice: 88010 /	8/29/2018	740.00	68411	740.00
E-Collar Technologies, Inc.	109	5316.109	K9 Expenses	Invoice: 199687 /	9/12/2018	210.00	68469	210.00
Fastenal Company	106	5306.106	Materials	Invoice: MOKC465656 /	9/12/2018	12.15	68470	42.50
Fastenal Company	106	5318.106	Tools	Invoice: MOKC465496 /	9/12/2018	30.35	68470	

Foley Rental	106	5206.106	Travel Expense & Training	Invoice: PS000138351 /	9/12/2018	300.00	68471	7,965.48
Foley Rental	300	5246.300	In-House Street Maintenance	Invoice: L0995201 /	9/12/2018	963.99	68471	
Foley Rental	300	5246.300	In-House Street Maintenance	Invoice: L0961903 /	9/12/2018	6,701.49	68471	
Foundation Recovery Systems	101	4215.101	Building Permit	Invoice: 9/18 PERMIT OVERPYMT /	9/5/2018	240.00	68443	240.00
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	Invoice: INV0673132 /	8/29/2018	343.00	68412	343.00
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	Invoice: INV0674172 /	9/12/2018	784.75	68472	784.75
Hampel Oil, Inc.	106	5302.106	Motor Fuels & Lubricants	Invoice: 91079233 /	9/12/2018	1,080.00	68473	1,080.00
Johnson County Wastewater	101	5288.101	Waste Water	Invoice: 3179 8/30/18 /	9/12/2018	250.89	68474	541.91
Johnson County Wastewater	106	5288.106	Waste Water	Invoice: 3179 8/30/18 /	9/12/2018	291.02	68474	
Johnson County Extension	107	5206.107	Travel Expense & Training	Invoice: 8/28/18 RETREAT /	8/29/2018	500.00	68413	500.00
Johnson County Government	102	5211.102	Maintenace & Repair Equipment	Invoice: 136050 /	9/5/2018	40.00	68444	40.00
Johnson County Government	101	5218.101	IT & Communication	Invoice: 136251 /	9/12/2018	5,581.75	68475	5,581.75
Johnson County Human Services	101	5212.101	Utility Asst	Invoice: 2018 UTILITY ASST /	8/29/2018	15,000.00	68414	15,000.00
Johnson & Wyandotte Counties	108	5305.108	Dues, Subscriptions, & Books	Invoice: 9/1/18 /	9/12/2018	340.00	68476	340.00
KS Assn. for Court Management	103	5206.103	Travel Expense & Training	Invoice: 2018 FALL CONF /	9/12/2018	80.00	68477	80.00
Ka-Comm., Inc.	109	5316.109	K9 Expenses	Invoice: 163144 /	9/5/2018	265.64	68445	265.64
KAW Valley Engineering Inc.	270	5458.270	CARS 2018	Invoice: C30256 /	9/12/2018	308.00	68478	1,372.00
KAW Valley Engineering Inc.	270	5458.270	CARS 2018	Invoice: C29984 /	9/12/2018	1,064.00	68478	
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	Invoice: 2834 8/27/18 /	9/5/2018	34.38	68446	34.38
KCP & L	101	5201.101	Electric	Invoice: 8/21/18 MULTIPLE /	8/29/2018	2,345.18	68415	2,936.28
KCP & L	106	5201.106	Electric	Invoice: 8/21/18 MULTIPLE /	8/29/2018	591.10	68415	
KCP & L	106	5290.106	Street Light Electric	Invoice: 1275 8/29/18 /	9/12/2018	43.69	68479	43.69
Keller Fire & Safety	102	5211.102	Maintenace & Repair Equipment	Invoice: 210674 /	8/29/2018	58.75	68416	58.75
Key Equipment & Supply	360	5315.360	Machinery & Auto Equipment	Invoice: 254519 /	9/12/2018	162,064.41	68480	162,064.41
Kansas Gas Service	101	5289.101	Natural Gas	Invoice: 1745/7836 8/13/18 /	8/29/2018	59.55	68417	104.40
Kansas Gas Service	106	5289.106	Natural Gas	Invoice: 1745/7836 8/13/18 /	8/29/2018	44.85	68417	
Knapheide Truck Equip. Center	106	5260.106	Vehicle Maintenance	Invoice: KJC102041 /	9/12/2018	1,695.00	68481	1,695.00
Kansas Judicial Council	103	5209.103	Professional Services	Invoice: 38491 /	8/29/2018	255.00	68418	255.00
Kansas Law Enforcement CIT Coun	102	5206.102	Travel Expense & Training	Invoice: 10/18 CIT COURSE /	8/29/2018	175.00	68419	175.00
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	Invoice: 8080437 /	9/12/2018	178.80	68482	319.20
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	Invoice: 8060436 /	9/12/2018	140.40	68482	
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 8/23/18 /	8/22/2018	138.46	68400	138.46
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 8/23/18 /	8/22/2018	138.92	68401	138.92
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 9/6/18 /	9/5/2018	138.46	68447	138.46
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 9/6/18 /	9/5/2018	138.92	68448	138.92
Lamp, Ryneearson & Assoc., Inc.	270	5209.270	Professional Services	Invoice: 318001010000009 /	9/12/2018	5,309.17	68483	25,857.16
Lamp, Ryneearson & Assoc., Inc.	300	5209.300	Professional Services	Invoice: 318001080000002 /	9/12/2018	6,607.88	68483	
Lamp, Ryneearson & Assoc., Inc.	270	5458.270	CARS 2018	Invoice: 317001020000015 /	9/12/2018	12,976.31	68483	
Lamp, Ryneearson & Assoc., Inc.	300	5470.300	Park Maint/Infrastructure	Invoice: 318001050000003 /	9/12/2018	963.80	68483	
League of Kansas Municipalities	102	5203.102	Printing & Advertising	Invoice: 182303 /	8/29/2018	386.33	68420	386.33
The Legal Record	101	5204.101	Legal Printing	Invoice: L75519 /	8/29/2018	14.96	68421	29.92
The Legal Record	101	5204.101	Legal Printing	Invoice: L75295 /	8/29/2018	14.96	68421	
The Legal Record	101	5204.101	Legal Printing	Invoice: L75565 /	9/5/2018	34.38	68449	143.22

The Legal Record	101	5204.101	Legal Printing	Invoice: L75564 /	9/5/2018	56.28	68449	
The Legal Record	101	5204.101	Legal Printing	Invoice: L75563 /	9/5/2018	52.56	68449	
The Legal Record	101	5204.101	Legal Printing	Invoice: L75417 /	9/12/2018	20.95	68484	39.42
The Legal Record	101	5204.101	Legal Printing	Invoice: L75578 /	9/12/2018	18.47	68484	
LE Upfitter	102	5308.102	Clothing & Uniforms	Invoice: 3547 /	8/29/2018	20.00	68422	337.39
LE Upfitter	102	5308.102	Clothing & Uniforms	Invoice: 3498 /	8/29/2018	167.40	68422	
LE Upfitter	102	5308.102	Clothing & Uniforms	Invoice: 3517 /	8/29/2018	149.99	68422	
LE Upfitter	102	5308.102	Clothing & Uniforms	Invoice: 3613 /	9/12/2018	40.50	68485	819.50
LE Upfitter	102	5308.102	Clothing & Uniforms	Invoice: 3621 /	9/12/2018	24.50	68485	
LE Upfitter	102	5308.102	Clothing & Uniforms	Invoice: 3495 /	9/12/2018	650.00	68485	
LE Upfitter	102	5308.102	Clothing & Uniforms	Invoice: 3494 /	9/12/2018	104.50	68485	
Lippert Mechanical Service Corp	101	5210.101	Maintenance & Repair Building	Invoice: SI2046251 /	9/12/2018	840.00	68486	2,412.50
Lippert Mechanical Service Corp	106	5210.106	Maintenace & Repair Building	Invoice: SI2046252 /	9/12/2018	250.00	68486	
Lippert Mechanical Service Corp	290	5210.290	Maintenace And Repair Building	Invoice: SI2046250 /	9/12/2018	964.50	68486	
Lippert Mechanical Service Corp	101	5285.101	Pool Operations	Invoice: SI2046860. /	9/12/2018	108.00	68486	
Lippert Mechanical Service Corp	101	5285.101	Pool Operations	Invoice: SI2046249 /	9/12/2018	250.00	68486	
Lowe's Business Acct./GEMB	101	5210.101	Maintenance & Repair Building	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	65.49	32347	499.52
Lowe's Business Acct./GEMB	106	5214.106	Other Contracted Services	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	32.69	32347	
Lowe's Business Acct./GEMB	300	5246.300	In-House Street Maintenance	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	22.80	32347	
Lowe's Business Acct./GEMB	106	5262.106	Grounds Maintenance	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	55.29	32347	
Lowe's Business Acct./GEMB	106	5304.106	Janitorial Supplies	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	89.19	32347	
Lowe's Business Acct./GEMB	106	5306.106	Materials	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	19.53	32347	
Lowe's Business Acct./GEMB	106	5318.106	Tools	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	52.95	32347	
Lowe's Business Acct./GEMB	106	5318.106	Tools	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	18.04	32347	
Lowe's Business Acct./GEMB	300	5470.300	Park Maint/Infrastructure	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	19.88	32347	
Lowe's Business Acct./GEMB	300	5470.300	Park Maint/Infrastructure	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	1.24	32347	
Lowe's Business Acct./GEMB	300	5470.300	Park Maint/Infrastructure	CK32347 Invoice: 1780 9/12/18 /	8/30/2018	122.42	32347	
Mark One Electric Company, Inc.	290	5210.290	Maintenace And Repair Building	Invoice: 11907 /	9/12/2018	218.83	68487	218.83
Venessa Maxwell-Lopez	103	5209.103	Professional Services	Invoice: 8/22/18 /	8/29/2018	150.00	68423	150.00
Claudia McCormack	108	5206.108	Travel Expense & Training	Invoice: 3/2/18--8/21/18 EXP /	8/29/2018	426.69	68424	426.69
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	Invoice: B05BTC /	8/29/2018	30,310.86	68425	30,310.86
Midway Ford Truck Center Inc	106	5211.106	Maintenace & Repair Equipment	Invoice: R10024794701 /	9/12/2018	1,838.38	68488	1,838.38
Moss Printing	103	5203.103	Printing & Advertising	Invoice: 11086 /	8/29/2018	272.00	68426	272.00
Moss Printing	106	5203.106	Printing & Advertising	Invoice: 11121 /	9/12/2018	60.00	68489	136.00
Moss Printing	101	5301.101	Office Supplies	Invoice: 11172 /	9/12/2018	76.00	68489	
Nationwide Retirement Solutions	105	5105.105	Employer Funded 401a	Invoice: 8/23/18 /	8/22/2018	924.04	68402	924.04
Nationwide Retirement Solutions	105	5105.105	Employer Funded 401a	Invoice: 9/6/18 PAYROLL /	9/5/2018	924.67	68450	924.67
Next To Nature Landscape, LLC	106	5214.106	Other Contracted Services	Invoice: 47971 /	9/12/2018	4,193.00	68490	4,193.00
Custodian of Petty Cash	102	5206.102	Travel Expense & Training	Invoice: 2/21/17-8/23/18 /	8/29/2018	3.28	68427	85.79
Custodian of Petty Cash	102	5260.102	Vehicle Maintenance	Invoice: 2/21/17-8/23/18 /	8/29/2018	19.78	68427	
Custodian of Petty Cash	102	5301.102	Office Supplies	Invoice: 2/21/17-8/23/18 /	8/29/2018	5.10	68427	
Custodian of Petty Cash	102	5301.102	Office Supplies	Invoice: 2/21/17-8/23/18 /	8/29/2018	4.28	68427	
Custodian of Petty Cash	102	5302.102	Motor Fuels & Lubricants	Invoice: 2/21/17-8/23/18 /	8/29/2018	20.00	68427	

Custodian of Petty Cash	102	5309.102	Amunition	Invoice: 2/21/17-8/23/18 /	8/29/2018	18.94	68427	
Custodian of Petty Cash	109	5316.109	K9 Expenses	Invoice: 2/21/17-8/23/18 /	8/29/2018	14.41	68427	
Pitluck Law, LLC	103	5209.103	Professional Services	Invoice: 8/28/18 /	8/29/2018	150.00	68428	150.00
Pitluck Law, LLC	103	5209.103	Professional Services	Invoice: 9/4/18 /	9/12/2018	150.00	68491	150.00
Pitney Bowes Global Financial Servi	101	5205.101	Postage & Mailing Permits	Invoice: 3306962011 /	9/12/2018	136.41	68492	136.41
Purchase Power	101	5205.101	Postage & Mailing Permits	Invoice: 8/20/18 /	8/29/2018	1,985.31	68429	1,985.31
Principal Life	107	5130.107	City Paid Life/ST Disability	Invoice: 8/17/18 /	8/29/2018	814.69	68430	814.69
Print Tekk	101	5208.101	Newsletter	Invoice: 6586 /	8/29/2018	529.00	68431	529.00
Pyramid Contractors, Inc.	510	5244.510	General Contractor	Invoice: 4 7/9/18 /	9/5/2018	7,500.00	68451	13,380.00
Pyramid Contractors, Inc.	510	5244.510	General Contractor	Invoice: 3 7/2/18 /	9/5/2018	5,880.00	68451	
Wex Bank	104	5302.104	Motor Fuels & Lubricants	CK32346 Invoice: 55534761 /	8/28/2018	71.91	32346	1,202.52
Wex Bank	106	5302.106	Motor Fuels & Lubricants	CK32346 Invoice: 55534761 /	8/28/2018	1,130.61	32346	
Ray Allen Manufacturing	109	5316.109	K9 Expenses	Invoice: RINV073483 /	8/29/2018	209.95	68432	209.95
Rejis Commission	102	5214.102	Other Contracted Services	Invoice: INV0062382 /	8/29/2018	220.86	68433	220.86
Riteway Maintenance & Supply, LLC	101	5214.101	Other Contracted Services	Invoice: 18384 /	9/12/2018	930.00	68493	930.00
Roeland Park Community Foundatic	101	5283.101	RP Community Foundation Grant Exp	Invoice: 8/18 RP SCULPTURE /	8/29/2018	100.00	68434	100.00
Roeland Park Community Foundatic	101	5283.101	RP Community Foundation Grant Exp	Invoice: 9/18 CC DEPOSITS /	9/5/2018	600.00	68452	600.00
Saltus Technologies	102	5214.102	Other Contracted Services	Invoice: 180913 /	9/5/2018	2,112.50	68453	2,112.50
George Schlegel	101	5230.101	Art Commissioner	Invoice: CHECKSEP /	9/1/2018	100.00	68441	100.00
Jantsen Smith	103	4410.103	Fine	Invoice: 9/18 TICKET OVERPYMT /	9/5/2018	16.00	68454	16.00
Staples Advantage	101	5301.101	Office Supplies	Invoice: 8050957889 /	8/29/2018	95.37	68440	59.89
Staples Advantage	101	5301.101	Office Supplies	Invoice: 8051040966 /	8/29/2018	71.38	68440	
Staples Advantage	101	5304.101	Janitorial Supplies	Invoice: 8051040966 /	8/29/2018	40.43	68440	
Staples Advantage	101	5301.101	Office Supplies	Credit: 8050770313 /	8/8/2018	(114.89)	68440	
Staples Advantage	101	5304.101	Janitorial Supplies	Credit: 8050770313 /	8/8/2018	(32.40)	68440	
Taylor Stoddard	103	4410.103	Fine	Invoice: 8/13/18 REFUND /	8/29/2018	42.13	68435	42.13
Strasser True Value	106	5306.106	Materials	Invoice: 296676 /	9/12/2018	9.40	68494	9.40
Terminix Processing Center	101	5214.101	Other Contracted Services	Invoice: 378714393 /	9/12/2018	81.00	68495	81.00
TransUnion Risk & Alternative	102	5214.102	Other Contracted Services	Invoice: 5771 9/1/18 /	9/12/2018	25.00	68496	25.00
Turn-Key Mobile, Inc.	360	5315.360	Machinery & Auto Equipment	Invoice: 30961 /	8/29/2018	3,240.28	68436	3,240.28
US BANK	106	5203.106	Printing & Advertising	Invoice: SCHARFF 8/27/18 /	9/10/2018	325.00	32349	3,055.98
US BANK	102	5206.102	Travel Expense & Training	Invoice: MORRIS 8/27/18 /	9/10/2018	775.00	32349	
US BANK	106	5206.106	Travel Expense & Training	Invoice: SCHARFF 8/27/18 /	9/10/2018	25.00	32349	
US BANK	106	5206.106	Travel Expense & Training	Invoice: SCHARFF 8/27/18 /	9/10/2018	65.00	32349	
US BANK	106	5206.106	Travel Expense & Training	Invoice: LEON 8/27/18 /	9/10/2018	154.70	32349	
US BANK	108	5206.108	Travel Expense & Training	Invoice: BOHON 8/27/18 /	9/10/2018	50.00	32349	
US BANK	102	5211.102	Maintenace & Repair Equipment	Invoice: MORRIS 8/27/18 /	9/10/2018	13.99	32349	
US BANK	102	5214.102	Other Contracted Services	Invoice: LEON 8/27/18 /	9/10/2018	33.36	32349	
US BANK	105	5214.105	Other Contracted Services	Invoice: BOHON 8/27/18 /	9/10/2018	31.03	32349	
US BANK	101	5219.101	Meeting Expense	Invoice: JONES-LACY 8/27/18 /	9/10/2018	548.88	32349	
US BANK	101	5219.101	Meeting Expense	Invoice: BOHON 8/27/18 /	9/10/2018	25.92	32349	
US BANK	101	5219.101	Meeting Expense	Invoice: BOHON 8/27/18 /	9/10/2018	24.96	32349	
US BANK	108	5251.108	Mayor Expenses	Invoice: BOHON 8/27/18 /	9/10/2018	218.00	32349	

US BANK	106	5259.106	Traffic Control Signs	Invoice: SCHARFF 8/27/18 /	9/10/2018	85.40	32349	
US BANK	101	5301.101	Office Supplies	Invoice: JONES-LACY 8/27/18 /	9/10/2018	120.54	32349	
US BANK	101	5305.101	Dues, Subscriptions, & Books	Invoice: BOHON 8/27/18 /	9/10/2018	277.20	32349	
US BANK	101	5305.101	Dues, Subscriptions, & Books	Invoice: BOHON 8/27/18 /	9/10/2018	39.99	32349	
US BANK	300	5470.300	Park Maint/Infrastructure	Invoice: SCHARFF 8/27/18 /	9/10/2018	242.01	32349	
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	Invoice: 297052 /	9/12/2018	1,562.96	68497	1,562.96
United States Tennis Association	101	5305.101	Dues, Subscriptions, & Books	Invoice: 2017058344 8/31/18 /	8/29/2018	35.00	68437	35.00
Vance Brothers	106	5221.106	Maintenance Streets-contract	Invoice: 1 -FINAL /	9/12/2018	70,957.25	68498	70,957.25
Vance Brothers	300	5246.300	In-House Street Maintenance	Invoice: ZL56784 /	9/12/2018	341.60	68499	503.60
Vance Brothers	300	5246.300	In-House Street Maintenance	Invoice: IC61924 /	9/12/2018	162.00	68499	
Verizon Wireless	102	5202.102	Telephone	Invoice: 9813368492 /	9/5/2018	295.94	68455	415.97
Verizon Wireless	104	5202.104	Telephone	Invoice: 9813368492 /	9/5/2018	80.02	68455	
Verizon Wireless	106	5202.106	Telephone	Invoice: 9813368493 /	9/5/2018	40.01	68455	
Walmart Community-RFCSLLC	101	5301.101	Office Supplies	CK32348 Invoice: 6837 8/11/18. /	8/30/2018	31.43	32348	31.43
Water District No 1 of Johnson Cour	101	5287.101	Water	Invoice: 8/24/18 MULTIPLE /	8/29/2018	181.95	68438	726.66
Water District No 1 of Johnson Cour	106	5287.106	Water	Invoice: 8/24/18 MULTIPLE /	8/29/2018	544.71	68438	
Water District No 1 of Johnson Cour	106	5287.106	Water	Invoice: 8/27/18 MULTIPLE /	9/5/2018	50.20	68456	50.20
WCA Waste Corporation	115	5272.115	Solid Waste Contract	Invoice: 990000428012 /	8/29/2018	43,172.57	68439	43,172.57
Zerger & Mauer LLP	101	5215.101	City Attorney	Invoice: 203706 /	9/5/2018	14,482.51	68457	14,482.51
Forte	101	5214.101	Other Contracted Services	EFT#8/31/18 Invoice: 8/31/18 ALL ACC	9/1/2018	297.46		
Forte	101	5214.101	Other Contracted Services	EFT#9/5/18 Invoice: 9/5/18 ADMIN /	9/5/2018	11.70		
Forte	101	5214.101	Other Contracted Services	EFT#9/5/18 Invoice: 9/5/18 ADMIN WEI	9/5/2018	11.70		
KPERS	101	2040.101	KPERS Accrued Employee	EFT#8/23/18 Invoice: 8/23/18 /	8/23/2018	1,902.04		
KPERS	107	5123.107	KPERS City Contribution	EFT#8/23/18 Invoice: 8/23/18 /	8/23/2018	2,976.69		
KP&F	101	2045.101	KP&F Employee Withholding Payable	EFT#8/23/18 Invoice: 8/23/18 /	8/23/2018	2,251.40		
KP&F	107	5131.107	KP&F City Contribution	EFT#8/23/18 Invoice: 8/23/18 /	8/23/2018	6,325.97		
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Invoice: EFTSEP /	9/1/2018	1,632.00		

\$ 477,255.55

Item Number: Consent Agenda- II.-B.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **August 20, 2018 Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ August 20, 2018 Council Minutes	Cover Memo

CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, August 20, 2018, 7:00 P.M.

- Mike Kelly, Mayor
- Becky Fast, Council Member
- Jennifer Hill, Council Member
- Tim Janssen, Council Member

- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Claudia McCormack, Council Member
- Michael Poppa, 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

Admin

Kelly
Madigan

Finance

Thompson
Fast

Safety

McCormack
Janssen

Public Works

Poppa
Hill

PLEDGE OF ALLEGIANCE

Mayor Kelly led everyone in the Pledge of Allegiance.

ROLL CALL

City Clerk Bohon called the roll and all Governing Body members were present.

MODIFICATION OF AGENDA

Workshop Item #4 will be added to New Business E continuing the discussion of the leaf pickup schedule and marketing materials.

CMBR Madigan recommended moving Presentations 2 and 3 to early in the agenda out of deference to their guest speakers.

I. CITIZENS' COMMENTS

Mary Kenney (5628 Birch) Ms. Kenney spoke about the sidewalk on Birch from Roeland Drive to 56th Street. She said she was upset the residents were not approached to tell them of the planned work. She expressed concerns of putting in new sidewalks over old pipes. She also said there is not a lot of traffic on the street and did not see the need for sidewalks there.

Dorothy Gerst (5629 Birch) Ms. Gerst said the sidewalk will go over her property and she will be expected to remove the snow and ice from the sidewalk and will be personally responsible if someone gets hurt in front of her property. She contacted WaterOne about the pipes under the street and also said there is no sense of putting new sidewalks over old water lines and she too is concerned about the lack of communication on behalf of the City who did not tell residents this was occurring.

Mayor Kelly responded that anytime there is a new project Public Works Director Leon contacts the residents. Mr. Leon sent letters to residents in the area, hosted meetings and went door-to-door to everyone on the block. Mayor Kelly asked Ms. Kenney and Ms. Gerst if there were other ways they as a City can increase communication about this in the future, or if they have suggestions, the Council would be happy to hear them. He also thanked them for addressing the Governing Body.

CMBR Poppa asked for an update on the contact with WaterOne. Public Works Director Leon said they contact all utilities to let them know about their upcoming projects. He added it is up to the utility to whether or not they want to do improvements because the cost goes to them.

II. CONSENT AGENDA

- A. Appropriation Ordinance # 919**
- B. July 16, 2018 Council Minutes**
- C. RFP for Public Information Officer Services**
- D. Radar Speed Sign with Radar Speed Trailer Unit**
- E. Committee Appointments**
- F. Yearly Review of Uniform Standard Traffic Ordinance (STO) 971 and Uniform Public Offense Code (UPOC) 972**

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO APPROVE THE CONSENT AGENDA.
(MOTION CARRIED 8-0)

III. BUSINESS FROM THE FLOOR

A. APPLICATIONS/PRESENTATIONS

1. Outstanding Service Award

City Administrator Moody presented the Roe Cup to Police Officer Anthony Estrada, the third recipient of the Outstanding Service Award. He was recognized for his above and beyond service to a resident in need. Mr. Moody said providing service to their residents and visitors is what they want to see of their employees and Officer Estrada provided an excellent example.

(Applause)

Officer Estrada thanked everyone and said he appreciates his opportunity to serve the community. He has been with Roeland Park for 18 years and stated it is a good organization to work for. He truly believes in the service to others and the humanity in the humility that they offer their residents. He thanked the Council for supporting them in their service to the community.

2. Melissa Rooker – State House Representative

Ms. Rooker is in her third term as a state representative. She said in her work she has tried to honor the home rule authority at the local level and she is trying to make sure what city government does is easier and allows them to be closer to the people they represent. She understands the issues they are dealing with on the property tax lid.

In regards to gun laws, she said they are currently unable to protect the City buildings unless they are willing to invest in what the statute defines as adequate security measures. Kansas is the only state, however, that is proactive where gun control is concerned in protecting state hospitals, their operations, public nursing homes, mental health facilities, community health centers, etc., and that all have all been permanently exempted. Private businesses do have the ability to prohibit guns inside their establishments.

Ms. Rooker said she also worked with the City in resolving the issues in the redesigning of the Johnson Drive cloverleaf and they were able to get the easements released. She also applauded the City for the work they have done in regards to visioning within the community.

The Mayor asked Ms. Rooker to speak about the school finance decision. Ms. Rooker said there is an ongoing battle over equity of funding and adequacy of funding. She also spoke to the committee she serves on and accepted questions from the Governing Body.

Mayor Kelly asked about the state's preparedness for wildfires in light of what is happening in California. Ms. Rooker said that Kansas did receive negative findings in the report about current state of preparedness, but that

she appreciates those findings as it will be a useful tool in trying to make the case for what they need to do in investing in firefighting capacity.

CMBR Hill asked about the school funding formula and to address the differences in socioeconomic status. Ms. Rooker said they have developed a baseline figure for each student. The formula then adds in categories of weighting that add on to that such as English language learning and those that qualify for free/reduced lunches. It results in each district receiving funding that is unique to the characteristics of their student body.

Mayor Kelly thanked Ms. Rooker for her willingness to answer questions and for making herself available to the Council and residents and for keeping Roeland Park issues on the agenda in Topeka.

Ms. Rooker shared her cell phone number so anyone can reach her and asked them to feel free to reach out to her. Her contact information: (913) 961-1555 and her e-mail is melissa.rooker@house.ks.gov

3. Deb Settle – Northeast Johnson County Chamber Update

Deb Settle, President of the Northeast Johnson County Chamber of Commerce, thanked Roeland Park for being one of seven cities that helped sponsor a luncheon to introduce Dr. Fulton, the new Superintendent of the Shawnee Mission School District to the chamber members. The chamber will also be having four different forums for the County Commissioner race as well as for the mayors or Prairie Village.

The leadership program they offer begins its 30th year in January and runs through May. It consists of 10 sessions and CMBR Poppa will be the facilitator for the program. They will also be partnering with Johnson County Community College.

Upcoming items of note: The fourth issue of the Chamber magazine will be out in early November. The annual gala will be held November 17th at the Overland Park Marriott. And the Chamber also publishes a weekly newsletter every Monday.

Ms. Settle said it is important to get the message out for everyone to vote. The Johnson County Public Policy Council is comprised of all of the chambers in Johnson County and they have put a website together so that people running for office had the opportunity to answer questions which are posted at www.votejoco.com

Mayor Kelly thanked the Chamber as an advocate for their business communities.

IV. MAYOR'S REPORT

There was no Mayor's Report

V. COMMITTEE REPORTS

No reports were given

VI. REPORTS OF CITY LIAISONS

A. Pool Advisory Committee Report

CMBR Madigan reported the draft minutes from the Pool Advisory Committee meeting are attached to the agenda. He stated that Water's Edge continues to compile information for their report. They were impressed with the number of people that showed up for the public engagement meeting that was held.

The pool will be open kept open through Labor Day.

The light poles are rusting from the inside out due to the chlorine and are being inspected. The diving boards have been installed to match competition standards to maintain consistency. Johnson County Parks and Recreation (JCPRD) and the City have worked out a way to not flood the park when they drain the pool.

Also discussed at the meeting was the humidity in the changing rooms and JCPRD and Water's Edge are looking at possible options.

They are currently having meetings on extending the contract between Roeland Park and JCPRD from May 1, 2019 to December 31, 2019, to give the City plenty of time to go through the RFP process and have an aquatics management team put together by January 1, 2020.

The Pool Advisory Committee will meet again on September 11th.

CMBR Hill asked about the men's shower as it is not compliant with the non-discrimination ordinance in Roeland Park. CMBR Poppa said it is not compliant with the City because it is a county-managed facility and was exempted. When the City takes over ownership of the Aquatics Center, then something will need to be done. CMBR Madigan said he was unaware of this and will be certain to get this on the agenda for the next meeting.

CMBR Madigan said CMBR Kelly and CMBR McCormack are also on the committee and do a lot of work on this board.

VII. UNFINISHED BUSINESS

There was no unfinished business discussed.

VIII. NEW BUSINESS

City Clerk Bohon led the Governing Body in a test run of the new voting system during which time they took a brief recess.

A. On-Street Parking Policy

The on-street parking policy has developed over several meetings. Some additions since the last Workshop includes 51 percent of the properties adjacent to the impacted corridor must be included. A minimum street length has also been added with designations of boundaries for the corridor. Staff has provided an application that has been drafted which includes the justification for the request and also that the issue can be brought to a Workshop with the support of three elected officials.

CMBR Poppa said he is not in favor of the disclaimer of the support of three officials putting it on the agenda as it is not a policy but part of the existing code and can apply to any item.

CMBR Kelly said he is against that amendment because he does not believe the public knows that something can be brought forward with Council support. He said leaving it in there is informative.

MOTION: CMBR POPPA MOVED AND CMBR HILL SECONDED TO REMOVE THE COMPONENT OF HAVING THE SUPPORT OF THREE ELECTED OFFICIALS. (MOTION TIED 5-4 WITH MAYOR KELLY CASTING THE TIE-BREAKING VOTE)

Mayor Kelly broke the tie against the amendment stating that more information is a good thing for the residents.

CMBR Janssen thanked staff for the amount of work they put into the on-street policy. He did not support the policy as a whole as he believes there is a mechanism to bring something in front of the Governing Body and is not in favor of creating more bureaucracy.

Mayor Kelly also thanked staff for their work on this issue.

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO ADOPT THE ON-STREET PARKING POLICY. (MOTION CARRIED 5-3)

B. Final Development Plan and Rezoning Request for 5000 Johnson Drive

Mayor Kelly thanked the developer Ms. Warman for speaking with the Workshop committee.

Ms. Jones-Lacy presented the final development approval for 5000 Johnson Drive. The motion to approve includes all of the bullet points listed in the agenda recommended by the Planning Commission with the addition of the final point that signage is restricted to the face of the building with no monument sign as recommended by the Governing Body.

CMBR Kelly asked if the trees were going to be removed on the east side. Ms. Jones-Lacy said they will be removed.

CMBR Hill said now is the time to put the sound barrier in or it becomes a lost opportunity.

CMBR Janssen said he would like to see the ability to have a monument sign. If they have tenants on the upper floor or next door, then the tenants would like that exposure. CMBR Poppa agreed with CMBR Janssen on this issue.

Mayor Kelly said the purpose was to regain or keep some of the greenspace so that it adheres to the mixed use development plans. The Mayor asked what the process would be to add a monument sign at a later time.

Ms. Warman said at this time the current owner or the Pride Cleaners operator does not have any interest in constructing the monument sign as a part of the upgrades to the site. They did have it on the plan and she encouraged the owner to maintain a monument sign that matched the architecture of the building.

After a brief discussion, it was agreed to allow for a monument sign in the ordinance to be placed if desired in the future.

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO AMEND THE DEVELOPMENT PLAN TO ALLOW FOR A MONUMENT SIGN (CMBR Poppa rescinded his amendment)

MOTION: CMBR THOMPSON MOVED AND CMBR POPPA SECONDED TO APPROVE THE ZONING REQUEST AS WELL AS THE FINAL DEVELOPMENT PLANS FOR 5000 JOHNSON DRIVE AS AMENDED AND ATTACHED TO THE AGENDA. (MOTION CARRIED 8-0)

C. Media Policy

CMBR Thompson said she appreciates all the work that went into this but would not support it as she feels it would be regulating speech of the Councilmembers.

MOTION: CMBR POPPA MOVED AND CMBR FAST SECONDED TO ADOPT THE MEDIA POLICY. (MOTION CARRIED 5-4 WITH MAYOR KELLY CASTING THE TIE-BREAKING VOTE.)

D. Voting Delegates to the League of Kansas Municipalities Annual Conference

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO PERMIT STAFF TO ATTEND THE LEAGUE OF KANSAS MUNICIPALITIES ANNUAL CONFERENCE AND CAST A VOTE ON BEHALF OF THE CITY. (MOTION CARRIED 8-0)

E. Review Fall Leaf Pickup Schedule and Marketing Materials (Workshop #4)

Mayor Kelly said they were to continue the discussion of whether or not to allow leaves on the sidewalk. He said with a sidewalk of five feet and an arm reach of ten feet by the leaf vac that they ideally would like to give residents six to eight feet to pile their leaves. By not allowing leaves on the sidewalk, it will limit certain residents.

Public Works Director Leon asked the Council to picture themselves in the cab of the truck and having a joystick to maneuver the arm of the leaf vac. If they are extending the arm out sideways to reach further into yards they are not able to see as well as they should. The way they have learned is best practice is to operate the machine with the arm in front to provide the best view with regard to driving down the street not having the arm at a 90-degree angle. Having the arm out in front allows them to actually see the leaves they're picking up. This allows for greater visibility of the driver/operator.

CMBR Madigan said they install sidewalks to keep people out of the streets. He felt there has to be a compromise and there is no way to predict when they are going to come and pick up leaves on the street and, therefore, it leaves a potential to have leaves blocking the sidewalk for the better part of five days.

CMBR Poppa said he could be swayed to go along with this their first year of the pilot leaf program. If it becomes a problem, then they could revisit it again next year.

CMBR Janssen said he would agree with CMBR Poppa to give Public Works some leeway during this initial year using the leaf vac equipment. He also asked about the change in the marketing material.

Public Works Director Leon said the first two weeks of pickup dates will be switched.

CMBR Madigan said he did not mind leaves on the sidewalk for one year. He also reminded the Council they have a sidewalk plan and to say they don't have that many sidewalks in the City rings hollow. He said they need to suspend their ordinance on cleaning sidewalks of snow is if there are leaves on the sidewalk.

CMBR Kelly said he agreed with doing this for a year but anticipates complaints in his ward because people will have to walk on the chip seal which he is already receiving complaints about. He also added that most people do not pay attention to the rules of the City and he will not be voting in support of this.

CMBR Hill clarified that they are only talking about putting leaves on sidewalks where there is not a buffer between the sidewalk and the street.

MOTION: CMBR POPPA MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE 2018 LEAF PICKUP SCHEDULE AND PLACEMENT OF LEAVES ON THE SIDEWALK DURING THE PROGRAM AND MARKETING MATERIALS AS WRITTEN IN THE RECOMMENDATION.

MOTION: CMBR POPPA MOVED AND CMBR MCCORMACK AGREED TO AMEND THE 2018 LEAF PICKUP SCHEDULE AS AMENDED WITH THE FIRST PICKUP BEING THE WEST SIDE OF ROE, THE SECOND PICKUP BEING THE EAST SIDE OF ROE, AND APPROVE THE PLACEMENT OF LEAVES ON THE SIDEWALK DURING THE FIRST YEAR OF THE PROGRAM. (MOTION CARRIED 6-2)

IX. ORDINANCES AND RESOLUTIONS

There were no items presented.

X. WORKSHOP ITEMS

There were no items discussed.

XI. REPORTS OF CITY OFFICIALS

City Clerk Bohon reported on upcoming dates to remember.

September 4th, Tuesday, will be the Governing Body Workshop due to the Labor Day holiday
September 6th through 9th will be the city-wide garage sale.
September 22nd is the Community Shred Event and they are looking for volunteers.
September 26th is the Business Networking Breakfast at City Hall at 8:00 a.m.
September 29 is the Park to Park Run

Mayor Kelly said the Sustainability Committee has been a volunteer for the Shred Event in the past. City Clerk Bohon said she would reach out to them for volunteers.

City Administrator Moody reported that the ChargePoint automobile charging station's main component is kaput. He has inquired about upgrading the unit or repair costs. Mr. Moody has also reached out to KCP&L to see if they have an offset cost program. When he gets all the information he will bring the item forward to a Workshop.

The Planning Sustainable Places Committee is recommending funding the PSP grant at \$80,000 versus the \$150,000 they applied for. They will be focusing on the intersection of Roe Boulevard and 48th Street as well as the Johnson Drive corridor with those grant funds.

Ms. Jones-Lacy said the joint meeting between the Planning Commission and Council meeting is scheduled for November 20, which is the regularly scheduled Planning Commission meeting for that month.

Due to that being Thanksgiving week the Council asked if they could move the meeting to the week before. Ms. Jones-Lacy said she will try to make that happen.

XII. ADJOURN

MOTION: CMBR POPPA MOVED AND CMBR HILL SECONDED TO ADJOURN. (MOTION CARRIED 8-0)

(Roeland Park City Council Meeting Adjourned.)

Mike Kelly, Mayor

Kelley Bohon, City Clerk

Item Number: Consent Agenda- II.-C.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/17/2018
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Verizon Wireless Franchise Agreement**
Item Type: Ordinance

Recommendation:

To approve the franchise agreement with Verizon as presented.

Details:

Staff along with the City Attorney has worked with Verizon on the attached franchise agreement. The format is consistent with other telecommunications franchises recently approved by the City. A city cannot prohibit access to public rights of way and easements, this and the other franchise agreements provide access to these spaces according to specific terms and conditions. In exchange for use of these public areas the franchisee pays the city. This "franchise fee" has customarily been 5% of the gross receipts that the company generates from the facilities located within our City. The fee from Verizon is proposed to be 5%.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description:	

Additional Information

Because Roeland Park already has multiple telecom providers operating within the City no net increase in revenue is anticipated. Customers may choose to leave their current service provider, resulting in merely a shift in the amount of franchise fee we receive from the competing telecom companies.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
 Ordinance 969 Verizon Wireless Franchise Agreement	Cover Memo

ORDINANCE NO. 969

AN ORDINANCE GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS:

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(j), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Roeland Park, Kansas.
- f. "Contract franchise" - means this Ordinance granting the right, privilege and

franchise to Grantee to provide telecommunications services within the City.

- g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.
- h. "Grantee" - means MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a telecommunications local exchange service provider providing local exchange service and/or leasing or operating facilities within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/busy interrupt revenue; (5) Local operator assistance revenue; and (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications

or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

1. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City or leasing all or a part of Grantee's Facilities to affiliates or third parties, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.
- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
 - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In

particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract franchise, Grantee shall have the right to construct, maintain and operate it Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, Chapter 13, Article 2 and 8 of the City's Code and amendments thereto.
- c. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee in the sum of \$1.20 per Access Line per month for each residential service Access Line served by Grantee for local exchange service within the City limits of the City and a franchise fee in the sum of \$2.00 per Access Line per month for each commercial service Access Line served by Grantee for local exchange service within the City limits of the City. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to \$1.20 per Access Line per month for each residential service Access Line and \$2.00 per Access Line per month for commercial service Access Line, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to a Gross Receipts fee in the following calendar year; provided, such Gross Receipts fee shall not exceed 5% of Gross Receipts. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.

- b. Beginning January 1, 2013, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City either a 9K2 (gross receipts) or 9KN (access lines) statement showing the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12- 2001, and amendments thereto.
- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of one thousand dollars (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage by its negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence, gross negligence or wrongful act of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity. Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

- a. During the term of this Contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
 - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, including coverage for contractual liability

and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract franchise. Grantee may utilize primary and umbrella liability insurance policies to satisfy insurance policy limit requirements in this section.

- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one millions dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, at a mutually agreed upon location within ten (10) miles of the City, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of fifty thousand dollars (\$50,000), payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have

sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Contract franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

SECTION 8. RESERVATION OF RIGHTS.

- a. To the extent provided by law, the City specifically reserves its right and authority as a customer of Grantee, if such is the case, and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or

take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract franchise, and 47 U.S.C.A. 253), and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 10. TERM AND TERMINATION DATE.

- a. This Contract franchise shall be effective for a term beginning on the effective date of this Contract franchise and ending on _____, 2028. Thereafter, this Contract franchise will automatically renew for up to eight (8) additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- d. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES.

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and

shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

The City of Roeland Park
Attn: City Clerk
4600 W. 51st Street
Roeland Park, KS 66205

Grantee:

MCImetro Access Transmission Services, Corp.
d/b/a Verizon Access Transmission Services
600 Hidden Ridge, Irving, TX 75038
Mail Code: HQE02E102

With a copy (except for invoices) to:

Verizon Business Services
1320 N. Court House Road, Suite 900
Arlington, VA 22201
Attn: General Counsel, Network & Technology

or to replacement addresses that may be later designed in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City. In the event of any transfer or assignment of either this Contract franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas, and such contract shall be deemed effective on the date Grantee files acceptance with the City or publication of this Contract franchise in accordance with applicable laws (the "Effective Date").

SECTION 15. PAYMENT OF COSTS.

In accordance with statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract franchise, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract franchise invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract franchise.

SECTION 17. FORCEMAJEURE.

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's reasonable control.

SECTION 18. EFFECTIVE DATE.

This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council of the City of Roeland Park, Kansas this 17th day of September, 2018.

APPROVED by the Mayor this _____ day of September 2018.

CITY OF ROELAND PARK, KANSAS

Mike Kelly, Mayor

ATTEST:

APPROVED AS TO FORM:

Kelley Bohon, City Clerk

Steven E. Mauer, City Attorney

Item Number: Consent Agenda- II.-D.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/31/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **R Park Arboretum Grant Award**
Item Type: Other

Recommendation:

Staff recommends for Council to approve the R Park Tree Arboretum planting plan.

Details:

In 2017, the Kansas Forest Service applied for a grant to plant arboretums in Roeland Park, Westwood, Fairway, Overland Park, and other surrounding communities. Council directed staff to provide a letter of support, see attachments. The City's estimated in-kind match for this effort is \$25,000.00. The estimate is made of staff time for meetings, maintenance, and care of the arboretum made up over two consecutive years.

Sarah Crowder with Heartland Tree Alliance has been working with staff to develop a planting plan and signs for R Park. We have presented the information to the Park's Committee and they are recommending the planting plan as shown this evening. In all, there will be 20 trees planted at R Park in October of 2018. The trees will line the east edge and south edge of R Park. Each tree will be different in species.

Considering the amount of tree's planted in R Park since 2015, staff also recommends the City not plant any further tree's in R Park to allow these trees to grow and mature.

Financial Impact

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: 0
Line Item Code/Description: 0	

Additional Information

How does item relate to Strategic Plan?

Enhance green space appearance and beauty of our City parks.

How does item benefit Community for all Ages?

Provide shade for all users of the park.

ATTACHMENTS:

Description	Type
📎 Letter of Support - 2017	Cover Memo
📎 R Park Tree Planting Presentation	Backup Material



City of Roeland Park

Jose M. Leon Jr.
Director of Public Works
4600 W 51st Street
Roeland Park, Kansas 66205

August 24, 2017

Larry Biles
Kansas State Forester
2610 Claflin Road
Manhattan, KS 66502-2798

RE: LETTER OF SUPPORT FOR ROELAND PARK ARBORETUM

Dear Mr. Larry Biles

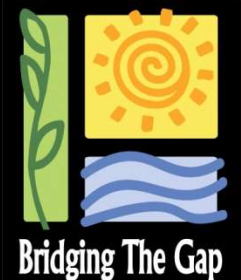
It is with great pleasure that I write to you this letter of support for the Utilizing Community-Based Program to Combat Canopy Loss in Metro Kansas City Grant. As we understand, Roeland Park has been selected as a potential participant in this grant with the planting of a 20 tree arboretum. In 2014 Roeland Park lost over 40 Ash Trees due to the Emerald Ash Borer which was found in several of our park trees. Because of this Roeland Park has tried to identify ways to replant the loss of those 40 plus mature trees. We realize an effort to gain back our canopy takes years but we are excited at the possibility to work with your organization to replant 20 trees in our City.

We estimate that our in-kind match for this effort will be \$25,000. This cost is calculated by Supply Costs, Equipment Costs, Fuel and Water Costs, and Personnel Costs.

Please let me know if you have questions regarding any of these items. I would be happy to meet and discuss any of this with you.

Regards,

City of Roeland Park, Kansas
Director of Public Works



Heartland Tree Alliance



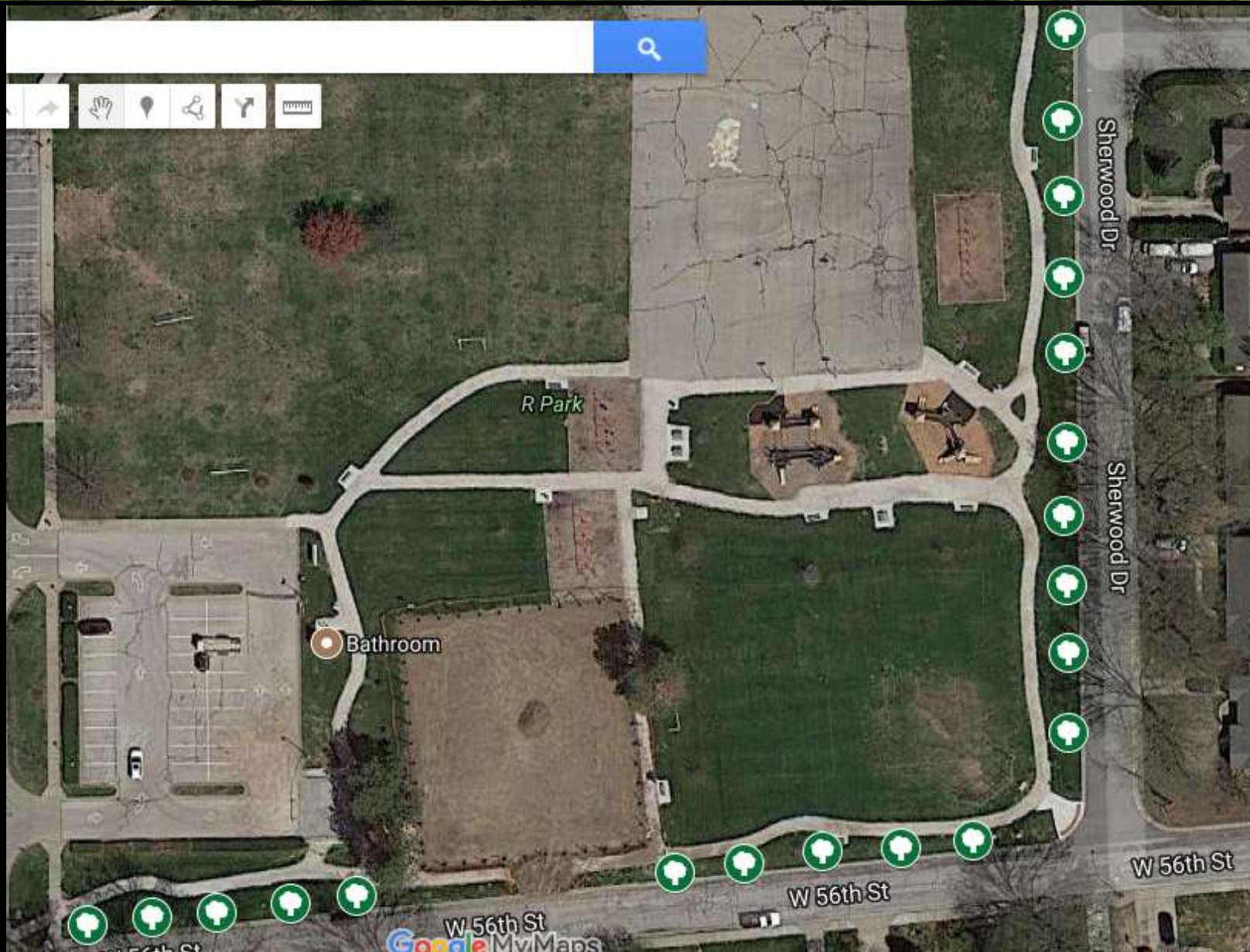
The Heartland Tree Alliance works in partnership with citizens, green industry professionals, and local governments to engage people of the greater Kansas City region to take action and advocate for a healthy community forest.



R Park Arboretum

- Funded by the US Forest Service & Kansas Forest Service
- Grant period 2018-2020
- 20, 1" caliper trees
- Signage to match existing
- Installed by HTA volunteers on October 23rd

R Park Arboretum



R Park Arboretum



This project funded by the Kansas Forest Service via the USDA Forest Service Landscape Scale Restoration Competitive Grant Program. Trees planted by dedicated volunteers of Heartland Tree Alliance

R Park Arboretum



autumn brilliance
serviceberry



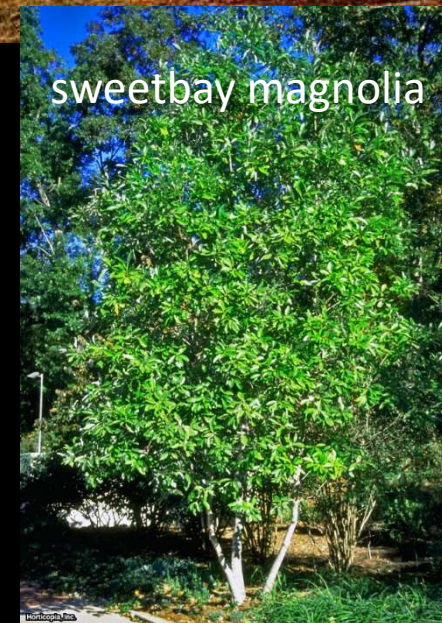
sugar maple



hackberry



Ohio buckeye



sweetbay magnolia

R Park Arboretum



American sycamore



red jewel crabapple



chinkapin oak



shumard oak



Perkins pink
yellowwood

R Park Arboretum



columnar
tulip tree



Texas red oak



royal raindrop
crabapple



American
hornbeam



green vase
zelkova

R Park Arboretum



Princeton elm



frontier elm



European
hornbeam



golden rain tree



bur x white oak



Sarah Crowder
Heartland Tree Alliance
sarah.crowder@bridgingthegap.org

Item Number: Consent Agenda- II.-E.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/17/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Award Contract for Shade Structure at Granada Park**
Item Type: Other

Recommendation:

Staff recommends for Council to approve an agreement with Play By Design, Inc to design and construct a shade structure at Granada Park at a cost not to exceed \$12,185.00

Details:

A 2018 Council objective is to provide a shade shade structure at Granada Park. Staff issued a Design/Build RFP for the design and construction of a shade structure at Granada Park. Staff worked with the Park's Committee prior to RFP being issued and favored the Hyperbolic style shade structure.

In all, we received bids from 3 different design firms, with each providing 3 different styles. Staff reviewed and discussed the submittals with the Parks Committee on August 8th and the Parks Committee strongly recommends the Hyperbolic Style Shade Structure provided by Play By Design, Inc with Onyx Pearl color shade sail. The material sample will be available at the meeting for Council to see and feel.

The shade structure will be placed over the picnic table area of Granada Park. The shade structure will be designed and constructed so it does not impact the tree adjacent to the picnic concrete pad. The charcoal grill locations will need to be moved out from under the shade structure and Public Works can perform that work.

The shade sail themselves are supposed to last 10 years and are designed for easy replacement. They can actually be removed during the winter to help preserve them.

\$30,000 was budgeted for shade structures at Granada Park. This savings will go to offset the higher than expected cost of shade structures at R Park.

Financial Impact

Amount of Request: \$12,185.00	
Budgeted Item?	Budgeted Amount: \$30,000.00
Line Item Code/Description: 5470.300 Parks Maintenance	

Additional Information

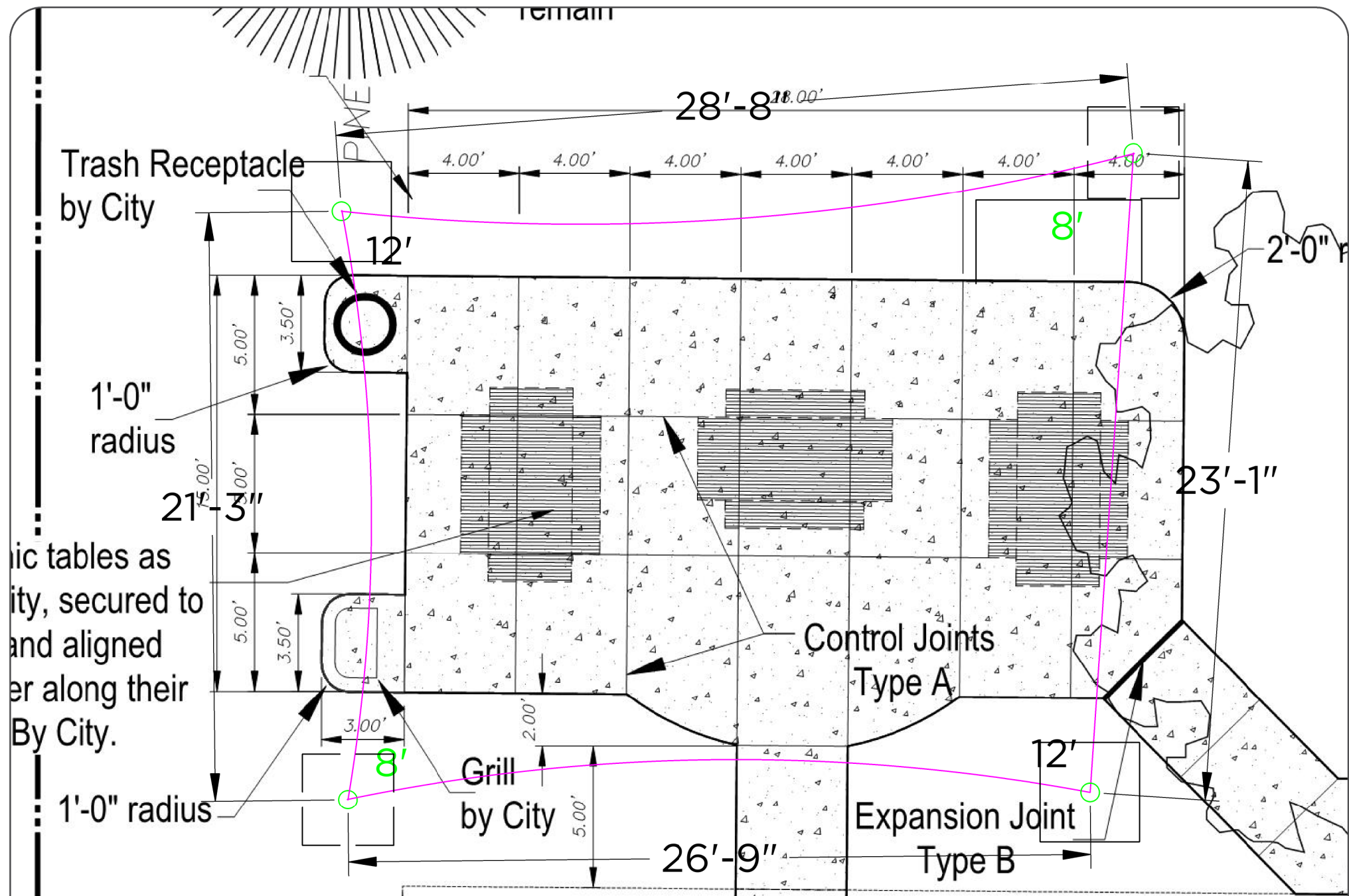
Upon Council approval, staff will work to finalize agreement documents with Play By Design, Inc.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Plan Layout	Cover Memo
☐ Hyperbolic Rendering (without Park)	Cover Memo
☐ Hyperbolic Rendering (With Park)	Cover Memo



SHADE
BY SUPERIOR RECREATIONAL PRODUCTS

PROJECT NAME
GRANADA PARK

QUOTE
QUO0158014

TITLE
Proposal

DATE
08/13/18

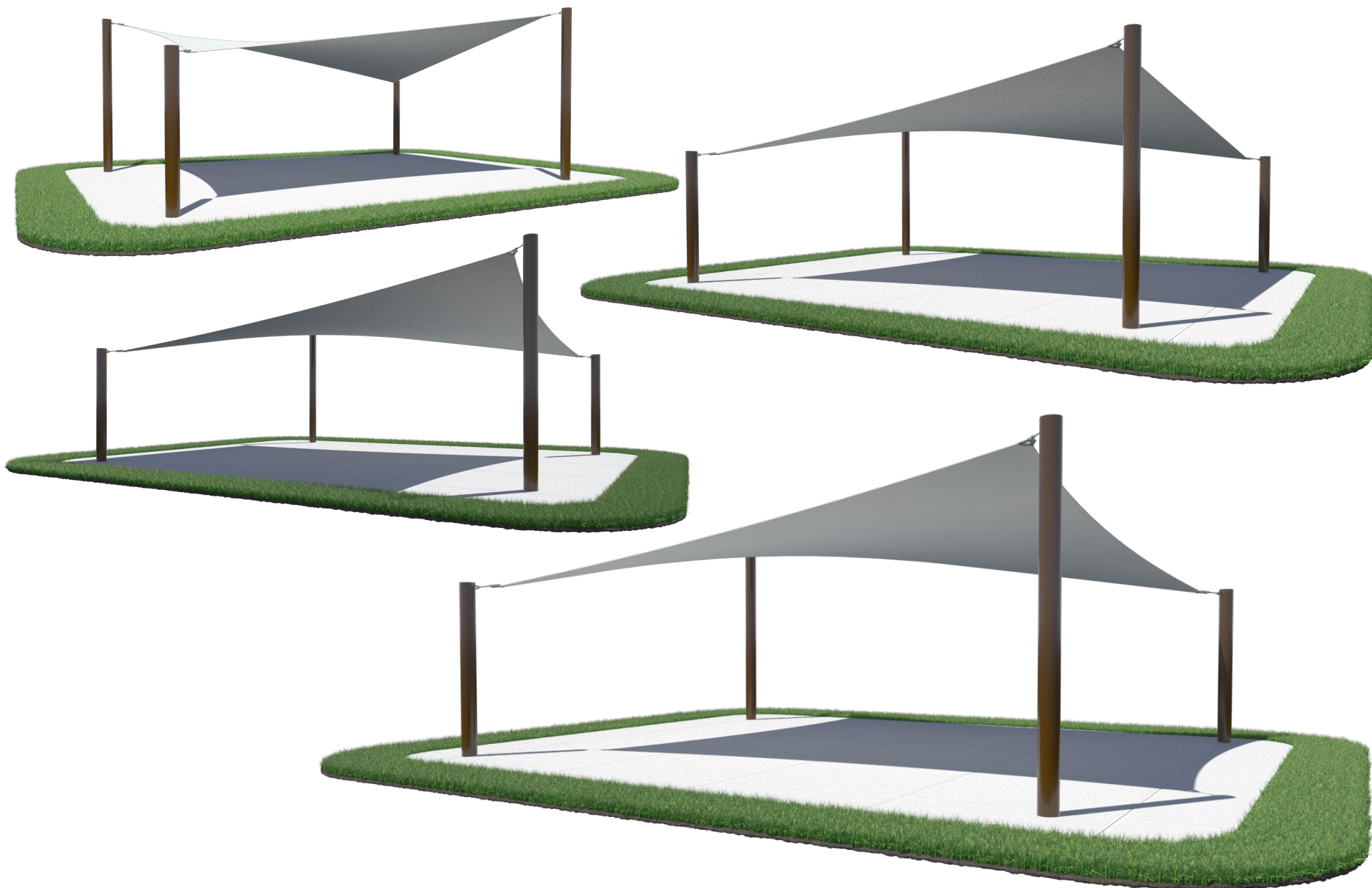
SCALE
Not to Scale

DRAWN BY
JSJ

SHEET
1 of 1

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.





CUSTOM HYPERBOLIC SAIL SHADE

FRAME **BROWN** | FABRIC **PEARL ONYX**

For illustration purposes only. Colors may vary.



CUSTOM HYPERBOLIC SAIL SHADE

FRAME **BROWN** | FABRIC **PEARL ONYX**

For illustration purposes only. Colors may vary.

Item Number: Consent Agenda- II.-F.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/17/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Agreement with Johnson County for Administration of Stormwater Best Management Practices Program**
Item Type: Other

Recommendation:

Staff recommends for Council to approve the Stormwater Best Management Practices (BMP) Cost-Share Program Agreement with Johnson County.

Details:

The County's BMP reimbursement program was initiated in 2011. The program acts as resource to assist Johnson County residents to use stormwater friendly methods on their property to manage stormwater such as: Rain Barrels, Native Tree Plantings, Rain Gardens, and Pollinator Plant Gardens. The City participated in the program in the years 2012-2015.

The program requires staff to review residents plans, approve them, make field visits for inspection, and provide administrative assistance for reimbursement. Staff decided not to participate in 2016 and 2017 because of the time it takes to manage the program properly. In 2017, Director of Public Works, Jose Leon, asked the County if there is a way for the County to provide staff assistance to help manage the program so Roeland Park can continue to use the program.

The County negotiated services with Bridging The Gap (BTG) to provide assistance to Roeland Park, Fairway, and Westwood to manage the program with BTG staff. Staff will work in coordination with BTG staff to provide reimbursements to the residents based on their application and work completed within the program.

Reimbursements to the residents come from the City, but the City is reimbursed from the County. The cap dollar the County provide the City is \$5,000.00 for reimbursements. The most the City

has ever reimbursed residents in a single year through this program was \$1,118 in 2014.

Project Type Project Reimbursement Cap

Rain Barrel \$75 per barrel, up to two

Native tree planting \$150 per tree, up to two

Pollinator/Native plant garden \$1000

(Minimum purchase of pollinator/native plants must be \$50, which is \$25 reimbursement)

Rain Garden (must have pre-approval) \$1000

Financial Impact

Amount of Request: \$5,000	
Budgeted Item?	Budgeted Amount: \$5,000
Line Item Code/Description: .300 Special Infrastructure Fund	

Additional Information

County staff has worked with Bridging the Gap staff to develop a website for the program. This website answers many of the questions residents would ask and provides several details about the program:

www.containtherainjoco.com

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

□ 2018 Cost Share Agreement

Type

Cover Memo

Agreement

For Stormwater BMP Cost-Share Program

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Roeland Park, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the ____ day of _____, 2018.

Recitals

A. The City and the County cooperate, in general, and have entered into numerous beneficial arrangements in the past for the control of stormwater runoff to reduce the amount of pollutants in local streams, prevent stream bank erosion, and reduce flooding caused by stormwater.

B. The Stormwater Management Advisory Council determined that it is in the best interests of the residents of Johnson County for the County’s Stormwater Management Program to participate in a cost-share program with the City that promotes the use of rain barrels, rain gardens, native trees, and native plantings on residential property to reduce stormwater runoff as well as increase public awareness of stormwater-related issues, all as required by federal NPDES stormwater rules and regulations.

C. The City has developed BMP cost-share program (“Program”) which allows its residents to seek and receive reimbursement for a portion of costs related to the installation of certain BMPs.

D. The County, with the concurrence of the Stormwater Management Advisory Council, hereby agrees to provide \$5,000.00 to the City for its Program upon the following terms and conditions:

Agreement

1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of providing City residents the opportunity to receive partial reimbursement for implementing certain stormwater best management practices. The Parties acknowledge that residents shall be allowed to apply for funding in accordance with the Program requirements set forth in the attached Exhibit A.
2. **County Contribution.** The County agrees to contribute up to \$5,000 towards the Program. Not more than once each calendar quarter, the City shall submit to the County a statement satisfactory in form and content to the Manager of the Stormwater Management Program detailing the expenditure of funds during the preceding calendar quarter.
3. **Administration of Program.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Program in its own name and not as an agent of the County. The City agrees to be solely responsible for the administration of all other contracts for the Program. Any contract disputes shall be resolved by the City at the City’s sole cost and expense.
4. **Reporting Requirements.** The City agrees to provide a final report to the County summarizing the projects completed under the Program.

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of August 1, 2018, and shall expire on January 31, 2019. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by each of the Parties hereto.

City of Roeland Park, Kansas

Johnson County Public Works Department

Keith Moody
City Administrator

Brian Pietig
Director of Public Works

Approved as to form:

Approved as to form:

Steve E. Mauer
City Attorney

Robert A. Ford
Asst. County Counselor

Attest:

Kelley Bohon,
City Clerk

Contain the Rain in Johnson County

2018 Stormwater Best Management Practices Program Requirements

The City encourages individual homeowners and businesses to incorporate Stormwater Best Management Practices (BMP) on their property to aid in the improvement of local and regional water quality. At the same time, the city encourages planting native plants and trees to support the natural ecosystem and provide food for pollinators like bees and butterflies. The program will reimburse applicants up to 50% of eligible expenses, not to exceed a project reimbursement cap for the proper installation of the following best management practices:

Project Type	Project Reimbursement Cap
Rain Barrel	\$75 per barrel, up to two
Native tree planting	\$150 per tree, up to two
Pollinator/Native plant garden (Minimum purchase of pollinator/native plants must be \$50, which is \$25 reimbursement)	\$1000
Rain Garden (must have pre-approval)	\$1000

Program Applicant Conditions

1. All native plants and trees planted must be included on the list of approved natives.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Know the space where you are planting a tree. Homeowner is responsible for verifying the species of tree will work in the space. Visit <https://www.arborday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining all applicable permits, **including notifying Kansas One-Call before digging**. The Dig Safe phone number is 811.
7. To be reimbursed:
 - a. The City will reimburse after all costs have been incurred, final receipts are submitted, and final approval is obtained.
 - b. All reimbursements are on a first come, first serve basis until funding runs out.
 - c. Applicant is responsible for all project costs.
 - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2018.
8. For Rain Gardens Only:
 - a. Pre-approval is required before any work can begin.
 - b. The City requires access to the property for evaluation of the application prior to the start of the project, during installation, and after the project is complete for final inspection.
 - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by the City.
 - d. Implementation of the approved project is the sole responsibility of the applicant.

Instructions to Apply for Reimbursement for Rain Gardens

1. Complete pre-approval application. Applicant will need to provide:
 - a. Completed online or paper application
 - b. Description of the work to be completed
 - c. Photos of project location on the property
 - d. Cost summary and/or contractor's estimate for project
 - e. Contractor's Certificate of Insurance listing the City name as additional insured
 - f. Anticipated project schedule and completion date
2. Submit form and supporting documents/photos online or mail to contact below.
3. A site visit will be scheduled by Bridging The Gap. This inspection must be complete before any work on the rain garden can begin.
4. After inspection, the pre-approval decision will be determined.
5. Contact Bridging The Gap for final inspection of rain garden once the work is complete.
6. Submit final receipts and photos, if applicable, to Bridging The Gap for final approval.
7. Approval decision will be received within five business days of completed final application.
8. Payment of approved projects will be complete in approximately 6-8 weeks.

Instructions to Apply for Reimbursement for Pollinator/Native plants, Native trees, or Rain Barrels

1. Complete the online reimbursement form.
2. Submit supporting documentation (all receipts/invoices, before and after photos of project)
3. Approval decision will be received within five business days of completed applications.
4. Reimbursement will be complete in approximately 6-8 weeks.

All reimbursements are made on a first come, first served basis until funding runs out. Pre-approval of your project does not guarantee reimbursement.

Contact Information:

Jerri Miller
Bridging The Gap
1427 W 9th Street, Ste 201
Kansas City, MO 64101
jerri.miller@bridgingthegap.org
816.561.1085

Common Name	Botanical Name	Mature Height (ft)	Mature Sp	Growth Ra	Soil Moisture			Sun Exposure			Characteristics
					Wet	Moist	Dry	Full Sun	Part Sun	Shade	
American Hornbeam	Carpinus caroliniana	Small, 30	30	Slow		X				X	Tolerant of many conditions; will tolerate light shade. Can take full sun but may scorch in extremely dry locations under drought conditions.
Basswood	Tilia americana	Medium, 60	35	Moderate	X	X	X	X	X	X	Very versatile tree with leaves turning yellow in fall. Small yellow flowers attract bees.
Black Cherry	Prunus Serotina	Medium, 50	45	Fast		X	X	X	X		High salt tolerance. Dark green leaves turn yellow/red in the fall. White tassel-like flowers develop into small red fruits that then turn black in the fall.
Black Gum	Nyssa sylvatica	Medium, 50	30	Slow	X	X			X		Beautiful tree known for lustrous green leaves in summer and consistent colorful red fall foliage. Indiscript flowers are an excellent nectar source for bees.
Bur Oak	Quercus macrocarpa	Large, 75	75	Slow	X	X	X	X			High drought tolerance. Produces large acorns.
Downy Hawthorn	Crataegus mollis	Small, 20	20	Slow		X	X	X			White showy flowers give way to red fruits. Tree does have thorns.
Downy Serviceberry	Amelanchier arborea	Small, 25	15	Moderate			X		X	X	White star shaped flowers in early spring, yellow to red fall color.
Fringe Tree	Chionanthus virginicus	Small, 15	15	Slow		X		X	X		Has lovely flower fragrance from fringe-like, fleecy flowers that hang in panicles from the branches. Very adaptable small flowering tree; tolerant of air pollution and adapts well in an urban setting. Full to part shade. Could be susceptible to the Emerald Ash Borer.
Hackberry	Celtis occidentalis	Medium, 45	45	Moderate		X	X	X	X	X	High drought tolerance. Yellow fall color with distinctive corky ridges on bark.

Hophornbeam	Ostraya virginiana	Small, 30	20	Slow		X	X	X	X	X	Leaves turn a yellowish color in fall and often drop early. Its fruits resemble hops used in the production of beer, hence its name.
Kentucky Coffee Tree	Gymnocladus dioicus	Large, 70	20	Slow		X	X	X	X	X	Short trunk shade tree with open canopy and long cilindrical seed pods. Male trees will not produce seeds. Very tough tree.
Pawpaw	Asimina triloba	Small, 25	15	Moderate		X		X	X	X	Deep red flower in April/May, large leaves turning yellow in fall and fruits that resemble a banana.
Pecan	Carya illinoensis	Large, 60	40	Slow		X				X	Large shade tree with yellow fall color, nuts great for wildlife.
Redbud	Cercis canadensis	Small, 25	25	Slow		X		X	X	X	High drought tolerance. Clusters of bright pink blooms in spring and yellow fall color. Great understory tree.
River Birch	Betula nigra	Medium, 60	10	Fast		X		X	X		Features traditional bark of birch trees, with reddish brown bark peeling back revealing lighter. Leathery, diamond-shaped, medium to dark green leaves turn yellow in fall.
Roughleaf Dogwood	Cornus drummondii	Small, 12	12	Fast		X	X		X	X	Bright red fall color and great clusters of white flowers in late spring.
Shumard Oak	Quercus shumardii	Large, 90	50	Moderate		X		X	X		Shiny, dark green leaves often turns a brownish red in late fall. Acorns are usually not produced until the tree reaches maturity.
Sugar Maple	Acer saccharum	Medium, 60	50	Slow		X	X	X	X		Great shade tree with tremendous fall color. Produces small "helicopter" seeds.
Swamp White Oak	Quercus bicolor	Medium, 50	50	Slow	X	X	X		X		Interesting bark with dark green leaves. Faster growing for the oak family and good source of food for wildlife.
Western Soapberry	Sapindus drummondii	Small, 25	20	Slow		X	X	X			High drought tolerance. Glossy green leaves turning yellow in the fall. Produces yellow grape-like fruit.
White Oak	Quercus alba	Medium, 60	60	Slow		X		X	X	X	Rounded lobed leaves and scaly bark. Very long life!

Item Number: Applications/Presentations- A.-1.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/11/2018
Submitted By: Kelley Bohon
Committee/Department: Admin.
Title: **Events Update**
Item Type: Report

Recommendation:

Information only, Amie Logan will provide an oral report at the meeting.

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Fall Family Picnic Flyer	Cover Memo



ROELAND PARK'S

FALL FAMILY PICNIC

R PARK, 5535 JUNIPER DR.

OCTOBER **20** SATURDAY

12 - 3PM

- LIVE ENTERTAINMENT
- YARD GAMES
- FOOD TRUCKS
- PIE-EATING
- PUMPKIN PAINTING
- AND MORE!



Item Number: Applications/Presentations- A.-2.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Park2Park Update - Laura Steele**
Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Mayor's Report- IV.-A.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Suicide Prevention Proclamation**
Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ National Suicide Prevention Proclamation	Cover Memo



Proclamation

National Suicide Prevention Awareness Month

WHEREAS; September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; According to the CDC, each year more than 41,000 people die by suicide, or one every 12 minutes; and

WHEREAS; Suicide is the 10th leading cause of death among adults in the US, and the 2nd leading cause of death among people aged 10-24; and

WHEREAS; Many people who struggle with thoughts of suicide have not received effective behavioral health services for many reasons, including the difficulty of accessing services, the stigma of behavioral health treatment and the stigma associated with losing a loved one to suicide; and;

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, we encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, be it resolved that I, Mike Kelly, do hereby proclaim the month of September, 2018, as National Suicide Prevention Awareness Month in the City of Roeland Park.

MIKE KELLY
Mayor

Item Number: Mayor's Report- IV.-B.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Beth Pauley Proclamation**
Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
□ Beth Pauley Proclamation

Type
Cover Memo

Item Number: Reports of City Liaisons and
Committees- V.-A.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/14/2018
Submitted By: Keith Moody
Committee/Department: Pool Advisory Committee
Title: **Pool Advisory Committee**
Item Type: Report

Recommendation:

Informational, no action anticipated.

Details:

Attached are the minutes from the meeting on 9/11 as well as information provided/reviewed at the meeting.

Note that a draft report from Water's Edge is anticipated to be reviewed at the October Pool Advisory Committee meeting.

Also note that numerous maintenance items are proceeding forward ensuring the facility is operating as designed. The City has set aside ample reserves to cover our half of the cost of these items.

Work is progressing on the management agreement for the period of 6/2019 through 12/2019, we hope to have this to a final state by year end.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Pool Advisory Meeting Minutes for 9-11-18	Cover Memo
📎 9-11-18 Meeting Supporting Documents	Cover Memo
📎 8-31-18 Aquatic Center Monthly Financials	Cover Memo



Roeland Park Aquatic Center Pool Advisory Committee Minutes

September 11,
2018 6:00PM

Johnson County Park & Recreation

Leslee Rivarola, Board Member

Rhonda Pollard, Superintendent of Recreation

Jim Wilson, Project Manager III

Marshall McKinney, Aquatics Manager

City of Roeland Park

Jim Kelly, Council Member

Tom Madigan, Council Member

Claudia McCormack, Council Member

Called to Order at 6:00 pm

Advisory Committee Members Present: Rhonda Pollard (arrived at 6:24 pm), Jim Wilson (arrived at 6:10 pm), Jim Kelly, Tom Madigan, Claudia McCormack

Members Absent: Leslee Rivarola, Marshall McKinney

Others Present: Keith Moody-Roeland Park City Administrator, Lauren Ozburn, Waters Edge, Jeremy Hight, JCPRD Maintenance, Shannon Plueger Aquatics Leader, Michelle Alexander JCPRD Recreation Manager

AGENDA ITEMS

A. Water's Edge Review Progress of Pool Analysis

1. Working with the architect on the service scope for the buildings assessment
2. Correlate public feedback to concepts
3. Collecting operational documents for the operational plan
4. Water's Edge will have a draft of their Pool Analysis Report available at the October committee meeting.
5. JCPRD will check to see if an ADA assessment they are completing entails the pool and the community center.

B. Direction on Season Dates and Hours for 2019- this will influence the fee that is charged by JCPRD for next season. The longer the season and more hours that the pool is open the higher the fee. Committee gave support to daily operating hours reflected in the draft management agreement. Committee indicated they would like to know what the costs vs revenues would be for extended use of the pool for user groups (such as is being done in September 2018 for the Blazers, Masters, and Lap Swimmers). This information will be available by the October committee meeting for consideration.

C. Review Status of Repairs

1. Slide Draining Pipe Issues
 - a. When attempting to drain the Slide Pool, the water from the pool was traveling up through the drain in the floor of the slide pool motor pit, and the line was not draining. Possible that the line is clogged or collapsed. Lexington Plumbing has been contacted to look at the drain line as well as look at the drain to look for check valve.
2. Crack Seal Concrete Deck – JCPRD is getting bids, planning to complete in the spring to avoid leaves getting stuck in the joint material per contractor recommendations. This is a cost that will be shared between the City and JCPRD.
3. Bulkhead Reconditioning
 - a. JCPRD received only one bid for the project, and that bid far exceeded the Engineer's estimate for the work. JCPRD's bid statute requires that the bid be rejected.
 - b. It was the consensus of the JCPRD Recreation Committee to recommend JCPRD Board consent approval to reject the bid from KC Gunite, Inc., as the bid of \$93,000 exceeded the Engineer's estimate of \$60,000. It is also the consensus of the committee to recommend Board consent approval for staff to utilize the JCPRD Policy 16.13 EXEMPTIONS TO COMPETITION, Subsections B. (Sole Source Procurements) and D. (Exact

Replacement of Components) to allow JCPRD staff to directly procure the certified bulkhead repair from the Original Equipment Manufacturer. JCPRD staff will act as the contractor to remove the bulkhead, coordinate shipping the bulkhead, and return the bulkhead to the pool from the factory. This will commence in early October and be complete prior to the pool opening in the spring. Email from Jim Wilson detailing the process was provided.

- c. This is a cost that will be shared between the City and JCPRD.
4. Conversion to Liquid Chlorine- JCPRD has ordered a 500 gallon (should provide enough chlorine for a week) double wall storage tank from Commercial Aquatics as a cost of \$1,474.46. This is a cost that will be shared between the City and JCPRD.
5. Ventilation for Chemical Room- Ventilation changes are being put on hold until chemical feed system modifications are complete to ensure the ventilation is in the proper location.
6. Replace Light Poles
 - a. All light poles have been taken down and removed.
 - b. Proposal was reviewed that providing the safety/security lighting the Committee requested employing 3 vs. 4 poles. Each aluminum with powder coat finished pole will have 3 LED fixtures that can be arranged for controlled light dispersion of the interior compound at a cost of \$17,400. This avoided the need for wall mounted lighting, which is less effective as the pole mounted lights. Jeremy will look at the options and need for replacing the speakers, but as priced the existing speakers will be installed on the new poles, with wiring inside of the poles being new. The Committee supports the proposal. This is a cost that will be shared between the City and JCPRD.
7. Diving Board Repairs and Installation
 - a. Working with Andrew at Commercial Aquatics to develop options/costs for lowering the boards to the competitive diving standard height following closure of facility. This is a cost that will be shared between the City and JCPRD.
8. Auxiliary Pool Pit Fiberglass Grates
 - a. Fiberglass grating over the auxiliary pool pits has lived its useful life. Commercial Aquatics has provided quote for material and labor to replace all grates. Grating will be replaced with yellow grating.
 - b. Quoted Price: \$2,372.16. This is a cost that will be shared between the City and JCPRD.
9. Replacement of failed 8" Lint Basket Isolation Valve in Pump Room
 - a. Valve used to isolate lint basket in the pump room is no longer closing. JCPRD has directed Commercial Aquatics to replace the valve.
 - b. Quoted Price: \$531.18. This is a cost that will be shared between the City and JCPRD.
10. Replacement of Two 8" Lint Baskets
 - a. JCPRD has ordered new baskets to replace old baskets that have deteriorated.
 - b. Quoted Price: \$1,271.00. This is a cost that will be shared between the City and JCPRD.
11. Remove Check Valves and replaced Flex Connectors and Associated Pipe/Fittings on both Pump 1 & 2 In the Pump Room
 - a. The original check valves and flex connectors have deteriorated and failed. It has been determined by JCPRD and Commercial Aquatics that check valves are not needed in these locations, they will be removed, and new piping and fittings installed. This will not hamper operation or maintainability of the pump system. Working with Commercial Aquatics to schedule the work after September.
 - b. Quoted Price: \$2,661.00. This is a cost that will be shared between the City and JCPRD.
12. Install 2 Signet Magmeters

- a. Original flowmeter has failed and must be replaced to meet JOCO Health Department Pool Codes. Two flowmeters will be installed with a single remote display. Parts have been ordered and working with Commercial Aquatics to install in October.
 - b. Quoted Price: \$4,169.66. This is a cost that will be shared between the City and JCPRD.
- 13. Remove and Replace Auto-fill System- The original automated fill system is no longer operational. This system allows water to be added automatically as the water level in the pool goes down (due to evaporation and spillage). Commercial Aquatics will complete this work while completing work on the other pump house repairs, their estimated cost is \$852.80. This is a cost that will be shared between the City and JCPRD.
- 14. Pump Rebuild & Replacement Coated impeller (if needed)
 - a. Replace shaft seal, shaft sleeve, case gasket, o-rings, impeller sealing washer, gasket, washer and motor bearings. The rebuild quote does not included electric motor repairs beyond replacing the bearings. The work will be completed after the pool is drained, this winter.
 - b. Quoted Price: \$9,287.36 (includes 2 new coated impellers). This is a cost that will be shared between the City and JCPRD.
- 15. Replace Slide Pool Strainer
 - a. This pool strainer received a temporary fix this summer. A new lid and clamp is needed as the temp fix prevents the removal of the strainer basket. This will be completed this winter.
 - b. Quoted Price: \$3,342. This is a cost that will be shared between the City and JCPRD.
- 16. Paint Exterior Stucco and Interior Areas of Buildings- The architect working with Water's Edge will provide some color schemes that could be employed to freshen up the appearance of the interior and exterior of the facility. A scope would need to be compiled in order for bids to be received and work completed before the pool opens in the spring of 2019. This is cost that would be shared between the City and JCPRD.
- 17. Re-painting of Slide Pool
 - a. This pool was painted in the spring of 2018. New paint is chipping off. Working with contractor to schedule repaint of damaged areas after shutdown.
- D. Discuss Humidity in Changing Areas-** The HVAC contractor has looked at the existing ventilation systems and recommends adding two ceiling intake vents per changing area (men and women's) and one in the Mechanical Room, connect them with ductwork (above the ceiling) to an existing exhaust fan located in the life guard locker room. This existing exhaust fan has the capacity to vent all of the rooms with appropriate ductwork installed. The intake vents would assist in improving the smell in the restrooms as well as add some ventilation for the showers. Currently working on getting a quote for the suggested improvement. This is an expense that would be shared between the City and JCPRD.
- E. Walkthrough of the Facility-** will complete at the next meeting when Marshall is available.
- F. JCPRD Budget transfer for work Completed early in the season-** JCPRD has transferred into their Roeland Park Aquatic Center cost center budget \$57,070.27 to cover work done prior to season and beginning of the season on replacing the dome, the main drain repair and concrete work around the pool. These are costs that will be shared between the City and JCPRD.
- G. Update on Management Agreement between JCPRD and RP for Period of 5/1/19 through 12/31/19-** Keith and Lauren Ozburn met with JCPRD staff on 9/11 prior to the Pool Committee meeting to discuss the draft management agreement. Based upon feedback from JCPRD Keith and Lauren will complete revisions and submit the revised document to JCPRD staff for further review. JCPRD prefer the agreement not reflect a revenue sharing approach, this will make it simpler for them to arrive at a "Management Fee". The agreement will contain a budget that will reflect revenues and expenditures from 6/1/2018 through 12/31/2018, which is a bit unique. The attachments/exhibits to the agreement (Operations Plan, Facility Rules, Budget, Fee Schedule, Sample Reports) will be the bulk of the agreement and contain the key operational components.
- H. Review Financial Report YTD 8-31-18-** Michelle Alexander provided the Month ended 8/31/18 Revenue and Expense report to the Committee (attached). It reflects revenue and expense through the end of the season.

The revenue and expense associated with the pool use by the use groups (through the end of September) will be reflected in the 9/30/18 report. This information is key to Waters Edge alternative pool operations scenario analysis that they are including in their final document.

- I. **Discuss November 13 meeting date- conflict with council meeting-** no decision on an alternative meeting date for November at this time.

Adjourned at 7:25 pm

NEXT REGULAR MEETING:

Date: October 9 Time: 6:00 PM Location: Roeland Park Community Center

McKinney, Marshall, PRK

From: Wilson, Jim, PRK
Sent: Monday, September 10, 2018 10:27 AM
To: Moody, Keith
Cc: McKinney, Marshall, PRK; Pollard, Rhonda, PRK
Subject: bid results for bulkhead wall

Keith,

This email is to provide you an update on the status of the RPAC Bulkhead Restoration Bid.

We only had one bidder on the project and that bid (KC Gunite) was for \$93,000. Our engineer's estimate was \$60,000. JCPRD's bid statute requires that we reject this bid.

Our original construction budget for the bulkhead wall restoration was \$60,000 with a \$30,000 contribution for that contract from each party.

The JCPRD board will likely be taking formal action to reject the bid at their next board meeting on September 19. As part of that rejection, I am requesting the JCPRD Board to authorize staff to utilize the "exemptions from competition" policy to procure the repair services directly. I have started the process of obtaining insurance and w9 info from Paddock, Inc to expedite the PO issuance process if the JCPRD Board elects to go this route.

I would have preferred to have all aspects of the project under one contractor, but I was concerned all along that this project would not be very attractive to contractors as the bulk of the work is by the original manufacturer. The likely restoration work was expected to be less than \$35K with the balance of \$25K for hoisting, shipping, installation, overhead and profit. Even though the actual contractor's work for removal of the bulkhead and re-installation of the bulkhead would probably have taken 3 days, workload and the high cost of overhead made the bids balloon to excessively high numbers on this small job. I spoke with the estimator from the only bidder (KC Gunite) and he explained that the high mark up on the project was due to the unforeseen conditions and risk of removing the bulkhead and transporting it.

Going with a direct procurement will require me to coordinate the hoisting, shipping, return shipping, and re-installation of the bulkhead directly via small individual contracts. This will place more risk on JCPRD, but it is likely the only way to complete the project within budget and schedule. I am confident that we can still complete the project under the \$60K initial cost and within the original timeframe, but it will take a lot more of my time to coordinate the individual pieces of the work. Do you have any comments on this plan or ideas that would make it better? Does the City of Roeland Park have any contacts or contracts with logistics carriers that would streamline the shipping process?

Jim

James Wilson
Project Manager
Johnson County Park and Recreation District
7900 Renner Road
Shawnee, Kansas 66219
Phone: 913.826.3426 Fax: 913.492.7275 Cell: 913.909.3034
Email: jim.wilson@jocogov.org

Visit JCPRD's website at www.icprd.com

In consideration of our environment, please print this email if necessary.

Note: Kansas has a broad public records law. Your email may be subject to public disclosure.

Heritage Electric, LLC

Kenny Clay
Project Manager
Mobile: (816) 267-0074
E-Mail: kclay@heritage-electric.com

841 N. Martway Drive
Olathe, KS 66061
Office (913) 747-0528
Fax (913) 747-0539

JCPRD

August 29, 2018

Attention: Jeremy Hight

Re: Pole lights

I would like to thank you for giving us the opportunity to prepare and estimate for the electrical portion of the above referenced project. We propose all, materials, tools, taxes, and incidentals necessary for the completion of the following work.

- 1 Provide and install (3) three 25' tall poles
- 2 Provide and install (9) nine LED lights on poles (3) three per pole
- 3 Re-work existing speakers on new poles

The total price for the above described work is \$ 17,400.00. This price will remain in effect for up to thirty days from the date of this letter. We look forward to the possibility of working with you on this project. If you have any questions, or if I can be of any assistance, please contact me at your convenience.

Yours truly,
Heritage Electric

Kenny Clay

Kenny Clay
Project Manager

CUSTOMER APPROVAL: _____

CUSTOMER P.O#: _____



RTAP

Round Tapered Aluminum Pole



Pole Shaft

The pole shaft is a seamless 6063-T6 aluminum alloy extrusion having a uniform wall thickness of 0.188". The sides of the shaft may be drilled for mounting luminaire fixtures. All aluminum alloys shall comply with metallurgical and mechanical properties set forth in the Aluminum Association Standards.

Base Plate

The anchor base is cast from A356 alloy aluminum. The anchor base telescopes the pole shaft and is circumferentially welded top and bottom. All welds are performed in accordance with the American Welding Society specification AWS D1.2, latest edition.

Anchor Bolts

Anchor bolts are fabricated from commercial quality hot rolled carbon steel bar that meets or exceeds a minimum yield strength of 55,000 psi. Four properly sized anchor bolts, each with two regular hex nuts and washers, are furnished and shipped with all poles unless otherwise specified.

Handhole

An oval reinforced gasketed handhole, having a nominal 2" x 4" or 3" x 5" inside opening, located 1' - 6" above base, is standard on all poles. A grounding provision is located inside the handhole ring.

Finish

Standard - The exterior surface is cleaned with an alkaline rinse to remove surface contaminants and shot blasted to specifications as published by The Society for Protective Coatings SSPC-SP 10 (near-white blast cleaning). The exterior surface is chemically pretreated with an iron phosphate conversion coating then rinsed with ambient fresh water containing special surfactants and sealers forming a dry tight micro-crystalline coating. A polyester thermosetting powder coating applied to the surface of the substrate to a minimum of 3 mils is standard on all color finishes.

Series: **RTAP** - Round Tapered Aluminum Pole

Nominal Height: **25'** Base Diameter: **8.0"** Thickness: **7 (0.188")**

Finish: **BRZ** - Standard - Bronze

Mounting Designation: **2** - 2 3/8" x 4" TENON

Options: **BC** - Base Cover

Height (ft.)	Pole Shaft (in.) x (in.) x (ft.)	Thickness	Handhole Size (in.)	Anchor Bolt (in.) x (in.) x (in.)	Bolt Circle (in.)	80 MPH (ft. ²)	90 MPH (ft. ²)	100 MPH (ft. ²)	Ship WT. (lbs.)
25	8.0 x 5.0 x 25.0	7	3 x 5	1 x 36 x 4	11.5	11.5	9	7	145

RTAP25-8.0-7-BRZ-2-BC

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[Main Menu](#)



Terms and Conditions of Sale

TERMS

Net 30 days from the date of Company's invoice unless otherwise specified. A 1-1/2% per month late charge will be added to accounts past due.

PRICES

Published prices are subject to change without notice. Possession of price sheets in no way obligates Company to sell to the Purchaser possessing such price sheet. All orders are subject to final approval and acceptance by the Company. Once

accepted and approved, orders will be billed at prices currently in effect at the time of invoicing, or at prices quoted by the Company and accepted by the Purchaser if the order involves an item or items covered by special quotation. THE MINIMUM INVOICE CHARGE SHALL BE \$50.00 NET.

DELIVERY

All goods sold are deliverable F.O.B. KW Industries, Inc., Sugar Land, Texas 77478.

TAXES

The Company's prices do not include Federal, State or municipal sales, use, excise, or similar taxes. Consequently, the Company reserves the right to add to the sales price of its product any present or future sales, use, excise or other similar tax which shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.

FREIGHT

All of the Company's products are priced and sold F.O.B. KW Industries, Inc., Sugar Land, Texas 77478. Transportation charges will be prepaid by the Company and added to the net sales price unless specified by the Purchaser.

ROUTING

The Company will specify the method and routing of all products to ensure the most efficient and economical shipment in behalf of the Purchaser. The Purchaser will assume charges for special services such as cartage, air freight, express or multiple deliveries on one order.

CANCELLATION

The written consent of the Company shall be obtained prior to a cancellation of any order. Cancellation of an order may subject the Purchaser to a cancellation charge based upon expenses already incurred and commitments made by the Company.

RETURNED GOODS

Specific written request and arrangements must be made in advance for Purchaser to obtain credit or replacement on material returned. On material accepted for return, Purchaser must prepay return shipment and pay minimum restocking charge of 40% plus any charge necessary to rework goods to a resaleable condition. Custom fabricated products by special order are not subject to return.

DELAYS, DAMAGE OR LOSS

The Company is not and shall not be liable for delays in shipment or delivery of its products when caused by strikes, riots, hurricanes, civil disorder, fires, material shortage, breakdown in manufacturing facilities or any other cause beyond its reasonable control. Any claims for damages, loss or shortage in transit must be made by the Purchaser to the delivering carrier. The risk of loss passes to the Purchaser upon delivery to the carrier.

LIMITED WARRANTY

The Company warrants to Purchaser that its products will be free from defects in material and workmanship for a period of one year from the date of shipment by the Company (*the "Warranty Period"*). This Warranty specifically excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with the movement of air currents around the product. If during the Warranty period, the product proves defective in material or workmanship, the Company shall correct any defect, at its option, either by repairing any defective parts or by making available at the Company's plant a repaired or replacement part at no charge to the Purchaser, if the Purchaser promptly notifies the Company and furnishes proof of Purchase. The liability of the Company under this Warranty, or for any loss or damage arising out of, or connected with, the design, manufacturing, sale or use of its products, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the product or part which gives rise to the claim and upon expiration of the Warranty Period all such liability shall terminate. The Company shall not be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the product, cost of substitute products or labor charges to remove or reinstall the defective product, nor any product transportation expenses to and from the Company's plant if factory repair or replacement is necessary. No warranty is made with respect to parts or auxiliary equipment not manufactured by the Company. The foregoing Warranty is exclusive and in lieu of all other warranties whether written, oral, express or implied and shall constitute the sole and exclusive remedy of the Purchaser and liability of the Company. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. The Company's products are not sold as a "consumer product" under 15 U.S.C. 62301.

GENERAL

KW Industries, Inc. reserves the right to change any feature of its published specifications without notice to promote product improvement and/or allow for material availability. The contract for the sale of goods by KW shall be performable in Fort Bend County, Texas.

Prices subject to change without notice

**Roeland Park
Community Center**
25' Pole 1

Calculated By: Kevin Hooey
Requested By:
Date: 8/30/2018
Scale: N/A

Calc. Info			
Light Loss Factor	0.91	Calculation plane	0'-00"
Reflections	20	Mounting height	25



DISCLAIMER:

These calculations have been performed according to IES standards and good practice. There may be differences between measured values and the results presented herein, based on the extent to which field conditions deviate from the input data. These conditions include room dimensions, luminaire position, surface reflectances, architectural elements and furniture, temperature, voltage, measurement techniques and equipment tolerances. All attached drawings and images are for photometric reference only. They are not made for construction.

AREA INFORMATION:

Area label :
Wall height: 0'-00"
Mounting height: 25'-00"
Reflectances : Floor 20%

Calculation Summary

Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Pool Area Surface	Fc	1.29	8.1	0.1	12.90	81.00

Luminaire Schedule

Symbol	Qty	Label	Description	Lum. Watts	Lum. Lumens	LLF
□	9	FL	NFFLD-C40-D-UNV-66	127.6	16923	0.910



NFFLD

Revisions

#	Date	Comments

PRK Depts Budget Statement

Current Period:AUG-2018

Currency: USD

CC=4253070 (PRK - ROELAND PARK AQUATIC CENTER)

Date:09-SEP-2018 21:44:41

Page:71

Fund	ACCT	Prior Year Budget	Current Year Budget	Prior Year YTD-Actual	Current Year YTD-Actual	Prior Year PTD-Actual	Current Year PTD-Actual
REVENUES							
Charges for Services							
9310	PARK ENTER 440410 PROGRAM FEES	64940.00	56190.00	37668.99	20562.48	1856.50	947.50
9310	PARK ENTER 440425 INTERNAL PROGRAM REVENUE	15000.00	13000.00	164.00	11168.00	0.00	11168.00
9310	PARK ENTER 451010 CONCESSION REVENUE	14000.00	13000.00	14266.79	10661.11	1665.13	1405.56
9310	PARK ENTER 451170 RETAIL SALES - TAXABLE	0.00	0.00		78.79	0.00	1.83
9310	PARK ENTER 451180 PARTICIPATION FEES	153296.00	156006.00	122165.67	95078.66	24300.74	15919.01
9310	PARK ENTER 451190 ADVERTISING SPONSERSHIPS	76702.00	0.00		0.00	0.00	0.00
9310	PARK ENTER 451225 TAXABLE SALES DISCOUNTS (CONTRA)	0.00	0.00	(214.16)	(22.85)	(49.95)	(6.80)
9310	PARK ENTER 451230 NONTAXABLE SALES DISCOUNTS (CONTRA)	(7000.00)	(8000.00)	(1755.64)	0.00	(331.82)	0.00
9310	PARK ENTER TOTAL	316938.00	230196.00	172295.65	137526.19	27440.60	29435.10
Other Revenue							
9310	PARK ENTER 460655 FACILITY RENTAL	17538.00	18408.00	12139.95	2000.00	3312.15	1000.00
9310	PARK ENTER 480140 REIMBURSEMENT	225395.00	212239.00	10.00	0.00	0.00	0.00
9310	PARK ENTER 485010 CONTRIBUTION	0.00	0.00		158.00	0.00	0.00
9310	PARK ENTER TOTAL	242937.00	230647.00	12149.95	2158.00	3312.15	1000.00
Total Revenues		559875.00	460843.00	184445.60	139684.19	30752.75	30435.10
EXPENDITURES							
Personal Services							
9310	PARK ENTER 500020 FULL-TIME SALARIES & WAGES	146451.00	64032.00	38249.48	51226.98	(8570.59)	6251.34
9310	PARK ENTER 500030 PART-TIME SALARIES & WAGES	64744.00	70014.00	205346.59	133501.96	31695.26	22759.35
9310	PARK ENTER 500040 OVERTIME WAGES	0.00	0.00	585.56	819.58	54.34	0.00
9310	PARK ENTER 500060 HOLIDAY WORKED WAGES	0.00	0.00		185.63	0.00	0.00
9310	PARK ENTER 500230 CELLULAR PHONE ALLOWANCE	360.00	360.00	266.09	338.07	7.90	0.00
9310	PARK ENTER 500260 OTHER SPECIAL PAY WAGES	0.00	0.00	71.61	169.73	0.00	0.00
9310	PARK ENTER 500310 VACATION	0.00	0.00	2083.75	831.60	116.38	0.00
9310	PARK ENTER 500320 SICK	0.00	0.00	3477.87	1861.18	(266.42)	18.29
9310	PARK ENTER 500330 HOLIDAY	0.00	0.00	1164.32	2025.84	(432.36)	0.00
9310	PARK ENTER 500340 FLOATING HOLIDAY	0.00	0.00	597.62	438.00	80.00	438.00
9310	PARK ENTER 500350 OTHER NONWORKED WAGES	0.00	0.00	90.43	52.00	0.00	52.00
9310	PARK ENTER 500405 EMPLOYER PAID BENEFITS - BUDGET ONLY	214570.00	214570.00		0.00	0.00	0.00
9310	PARK ENTER 500430 HEALTH INSURANCE	0.00	0.00	3228.00	3850.00	0.00	0.00
9310	PARK ENTER TOTAL	426125.00	348976.00	255161.32	195300.57	22684.51	29518.98

Fund	ACCT	Prior Year Budget	Current Year Budget	Prior Year YTD-Actual	Current Year YTD-Actual	Prior Year PTD-Actual	Current Year PTD-Actual
Contractual Services							
9310	PARK ENTER 510010 ELECTRICITY	60000.00	57000.00	32057.35	18266.07	4694.37	7396.90
9310	PARK ENTER 510020 NATURAL GAS/PROPANE	60000.00	47000.00	26166.98	3855.57	1080.80	235.92
9310	PARK ENTER 510030 FUEL OIL-GASOLINE OR DIESEL	100.00	0.00		0.00	0.00	0.00
9310	PARK ENTER 510040 WATER	18000.00	14000.00	11150.63	9784.10	3708.20	4413.10
9310	PARK ENTER 510050 SEWER	16000.00	16000.00	13838.14	10612.93	2778.36	3782.15
9310	PARK ENTER 510060 TRASH HAULING & RELATED SERVICES	100.00	100.00		0.00	0.00	0.00
9310	PARK ENTER 510110 TELEPHONE	9200.00	7500.00	1719.34	2278.62	306.83	363.95
9310	PARK ENTER 510115 LONG DISTANCE TELEPHONE	50.00	50.00	51.01	47.62	8.88	4.88
9310	PARK ENTER 510140 POSTAGE VIA US POSTAL	1000.00	50.00	0.47	0.00	0.00	0.00
9310	PARK ENTER 510190 COMMERCIAL TRAVEL	0.00	0.00		281.96	0.00	0.00
9310	PARK ENTER 510200 LODGING COSTS	0.00	0.00		504.71	0.00	0.00
9310	PARK ENTER 510215 MEALS & TIPS - LOCAL & SAME DAY TRAVEL	0.00	0.00	120.84	0.00	0.00	0.00
9310	PARK ENTER 510216 MEALS & TIPS - OVERNIGHT TRAVEL	0.00	0.00	386.21	0.00	0.00	0.00
9310	PARK ENTER 510225 MILEAGE REIMBURSEMENT - LOCAL & SAMI	0.00	0.00	140.25	147.50	0.00	0.00
9310	PARK ENTER 510305 ADVERTISING	2300.00	2300.00	662.32	195.59	6.15	68.29
9310	PARK ENTER 510310 ADVERTISING FOR RECRUITMENT	0.00	0.00		166.67	0.00	0.00
9310	PARK ENTER 510310 ADVERTISING FOR RECRUITMENT	50.00	100.00	100.00	7.48	100.00	0.00
9310	PARK ENTER 510440 MEDICAL PREMIUM	8299.00	7813.00		0.00	0.00	0.00
9310	PARK ENTER 510580 MEMBERSHIPS/DUES	979.00	979.00		299.00	0.00	0.00
9310	PARK ENTER 510750 BANK CHARGES	2953.00	2603.00	1780.23	1425.67	38.37	0.00
9310	PARK ENTER 510790 MANAGEMENT SERVICES	3000.00	3000.00	1672.00	950.00	38.00	0.00
9310	PARK ENTER 510920 CPE CONTINUING PROFESSIONAL EDUCATIC	875.00	900.00		156.00	0.00	0.00
9310	PARK ENTER 510930 NON-CPE CONTINUING PROFESSIONAL EDU	4150.00	4850.00	551.00	874.00	0.00	150.00
9310	PARK ENTER 520005 PEST CONTROL	0.00	0.00	397.96	308.00	75.00	44.00
9310	PARK ENTER 520015 INSPECTION SERVICES	250.00	300.00	1420.83	155.35	0.00	0.00
9310	PARK ENTER 520075 PRINTING OR COPYING SERVICES	1250.00	200.00	233.12	98.59	0.00	0.00
9310	PARK ENTER 520272 INTERNAL CONTRACTUAL SERVICES	14567.00	12536.00	7747.00	6553.30	150.10	143.30
9310	PARK ENTER 520275 CONTRACTUAL SERVICES - UNCLASSIFIED	27701.00	16000.00	4573.50	10143.65	0.00	2264.00
9310	PARK ENTER 520531 INTERNAL FACILITY RENTAL	900.00	180.00	87.50	27.50	60.00	27.50
9310	PARK ENTER 520540 EQUIPMENT & FURNISHINGS RENTAL	4320.00	3000.00	1729.00	3086.57	0.00	0.00
9310	PARK ENTER 520630 EQUIPMENT AND FURNITURE LEASES	1920.00	1920.00		640.00	0.00	0.00
9310	PARK ENTER 520680 BUILDING REPAIR	15000.00	10000.00	330.19	31404.55	50.44	3849.97
9310	PARK ENTER 520685 INTERIOR BUILDING MAINTENANCE	2000.00	2000.00	430.48	0.00	321.66	0.00
9310	PARK ENTER 520690 EQUIPMENT & FURNISHINGS REPAIR	18800.00	20000.00	16005.79	2297.69	406.92	650.82
9310	PARK ENTER 520695 SECURITY SYSTEM MAINTENANCE & REPAIR	200.00	200.00		0.00	0.00	0.00
9310	PARK ENTER 520750 HVAC EQUIPMENT MAINT & REPAIR	1700.00	1500.00		1251.00	0.00	0.00
9310	PARK ENTER 520770 MA - EQUIPMENT	0.00	0.00		29.04	0.00	0.00
9310	PARK ENTER 520870 SALES TAX EXPENSE (OUT OF STATE)	0.00	0.00		342.11	0.00	0.00
9310	PARK ENTER 520880 LICENSES AND PERMITS	610.00	630.00	640.00	620.00	0.00	0.00
Contractual Services Total		276274.00	232711.00	123992.14	106814.84	13824.08	23394.78

Fund	ACCT	Prior Year Budget	Current Year Budget	Prior Year YTD-Actual	Current Year YTD-Actual	Prior Year PTD-Actual	Current Year PTD-Actual
Materials & Supplies							
9310	PARK ENTER 530015 OFFICE SUPPLIES	2500.00	1500.00	843.44	336.60	67.22	223.64
9310	PARK ENTER 530025 BOOKS, NEWSPAPERS, PERIODICALS	100.00	0.00		0.00	0.00	0.00
9310	PARK ENTER 530075 UNIFORMS	8000.00	8000.00	2601.95	2033.33	0.00	1113.33
9310	PARK ENTER 530090 CLOTHING LINEN - UNCLASSIFIED	475.00	475.00		189.55	0.00	0.00
9310	PARK ENTER 530110 FOOD	1500.00	1500.00	570.73	75.85	0.00	0.00
9310	PARK ENTER 530115 KITCHEN & FOOD SERVICE SUPPLIES	0.00	15.00		0.00	0.00	0.00
9310	PARK ENTER 530127 CONTRACEPTIVES	0.00	0.00	210.00	0.00	0.00	0.00
9310	PARK ENTER 530135 ICE & SNOW REMOVAL CHEMICALS	300.00	200.00		0.00	0.00	0.00
9310	PARK ENTER 530145 CHEMICALS - UNCLASSIFIED	35000.00	35000.00	23340.51	11507.51	0.00	0.00
9310	PARK ENTER 530160 BUILDING-IMPROVEMENTS	0.00	500.00	13.84	818.74	0.00	5832.02
9310	PARK ENTER 530170 BUILDING MATERIALS & SUPPLIES	10000.00	5000.00	755.30	6335.65	0.00	593.16
9310	PARK ENTER 530175 ELECTRICAL SUPPLIES	0.00	200.00	82.39	280.12	0.00	0.00
9310	PARK ENTER 530180 PLUMBING SUPPLIES	0.00	200.00	18.57	374.93	0.00	0.00
9310	PARK ENTER 530265 TOOLS	200.00	200.00	9.48	357.64	0.00	0.00
9310	PARK ENTER 530270 LAWN CARE SUPPLIES	0.00	200.00	81.13	221.59	27.96	0.00
9310	PARK ENTER 530275 JANITORIAL SUPPLIES	4500.00	3000.00	1635.99	1025.65	478.80	396.33
9310	PARK ENTER 530290 RECREATIONAL & CRAFT SUPPLIES	2400.00	1000.00		577.47	0.00	115.99
9310	PARK ENTER 530310 SAFETY SUPPLIES	800.00	800.00	242.70	556.82	0.00	0.00
9310	PARK ENTER 530325 OPERATING SUPPLIES - UNCLASSIFIED	600.00	400.00	44.61	658.36	44.61	610.36
9310	PARK ENTER 530330 EQUIPMENT & MOTOR REPAIR PARTS	0.00	0.00		902.80	0.00	0.00
9310	PARK ENTER 530345 FUEL	150.00	200.00	61.20	41.93	33.23	0.00
9310	PARK ENTER 530380 PUMPS & MOTORS	0.00	0.00	62.00	0.00	62.00	0.00
9310	PARK ENTER 530402 HVAC MAINT & EQUIP PARTS	0.00	50.00		0.00	0.00	0.00
9310	PARK ENTER 530435 LAWN, GARDEN, & SNOW EQUIPMENT	0.00	300.00		0.00	0.00	0.00
9310	PARK ENTER 530440 FURNISHINGS & OFFICE EQUIPMENT	100.00	200.00		0.00	0.00	0.00
9310	PARK ENTER 530445 APPLIANCES	100.00	100.00		0.00	0.00	0.00
9310	PARK ENTER 530455 FOOD SERVICE EQUIPMENT	0.00	0.00		0.00	0.00	0.00
9310	PARK ENTER 530465 SAFETY EQUIPMENT	1500.00	1500.00	407.10	123.20	0.00	0.00
9310	PARK ENTER 530480 COMPUTER SOFTWARE	600.00	400.00	661.89	1187.36	0.00	0.00
9310	PARK ENTER 530485 COMPUTER HARDWARE	3000.00	990.00	2615.96	0.00	0.00	0.00
9310	PARK ENTER 530505 COMMUNICATION EQUIPMENT	300.00	300.00		0.00	0.00	0.00
9310	PARK ENTER 530510 JANITORIAL EQUIPMENT	0.00	0.00	38.96	0.00	0.00	0.00
9310	PARK ENTER 530515 RECREATION EQUIPMENT	2000.00	2000.00	1577.85	4526.10	0.00	0.00
9310	PARK ENTER 530530 MINOR EQUIPMENT - UNCLASSIFIED	1000.00	0.00		0.00	0.00	467.10
9310	PARK ENTER 530531 COGS GENERAL	0.00	0.00	889.20	982.80	0.00	0.00
9310	PARK ENTER 530535 CONCESSIONS - COGS	7000.00	6500.00	6360.21	5090.37	1178.86	894.93
9310	PARK ENTER 530540 NURSERY STOCK	750.00	750.00	131.56	0.00	0.00	0.00
9310	PARK ENTER 530545 TONER CARTRIDGES	0.00	400.00		0.00	0.00	0.00
9310	PARK ENTER TOTAL	82875.00	71880.00	43256.57	38204.37	1892.68	10248.78
Other Expense							
9310	PARK ENTER 560130 OVER/SHORT	0.00	0.00	(5.66)	(27.82)	1.00	(13.95)
9310	PARK ENTER TOTAL	0.00	0.00	(5.66)	(27.82)	1.00	(13.95)

Fund	ACCT	Prior Year Budget	Current Year Budget	Prior Year YTD-Actual	Current Year YTD-Actual	Prior Year PTD-Actual	Current Year PTD-Actual
Capital Outlay							
9310	PARK ENTER	0.00	20000.00			0.00	0.00
Interfund Transfers Out							
9310	PARK ENTER 709280 FUND TRANSFER TO PRK CAPITAL PROJECTS	0.00	0.00		990.00	0.00	0.00
9310	PARK ENTER TOTAL	0.00	0.00		990.00	0.00	0.00
GAAP Expenses							
9310	PARK ENTER 540110 GAAP (NB) - DEPRECIATION EXPENSE	0.00	0.00	1036.96	1036.96	129.62	129.62
9310	PARK ENTER TOTAL	0.00	0.00	1036.96	1036.96	129.62	129.62
Total Expenditures		785274.00	673567.00	423441.33	342318.92	38531.89	63278.21
Net Income		(225399.00)	(212724.00)	(238995.73)	(202634.73)	(7779.14)	(32843.11)

Item Number: Reports of City Liaisons and Committees- V.-B.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/14/2018
Submitted By: Keith Moody
Committee/Department: Development Committee
Title: **Ad-Hoc Development**
Item Type: Report

Recommendation:

The Development Committee did not meet on their regular meeting date of 9/13. The information below is a progress report on Committee items.

Details:

CBC will start an RFP process for the Rocks site in September as previously discussed. The cost of these services is \$4,000, sufficient resources exist in the 2018 consulting services line item to cover the expense. The City Administrator can authorize approval as the amount is under \$7,500.

The seeding at the Rocks (occurred in late August) is not generating grass, we will be getting Pyramid back in to re-seed as this is a term of their contract.

Work continues with Mission to arrive at a way to keep the development approval process streamlined for Northeast RJ.

One of the developers interested in NE RJ will meet with the Committee at their next meeting on 9/27.

Activities Completed by CBC:

THE ROCKS

- Hotel Update
 - **Hotel Prospect 1:**
 - JG met with Director of Sales and Franchise Development on 9/6
 - Lunch and Site Visit and meeting w/ Keith at City Hall
 - Hotel Prospect 1 has significant expansion plans – would not put a number to it,

- but recognize that they are not a currently a well-known brand in the area.
 - They have limited service brand they have prioritized for expansion with a recent addition in eastern KS.
 - Representative is going to put this opportunity in front of developers / operators to see if there is any interest.
 - Will run internal feasibility study to validate demographics, demand generators and estimate ADR
- **Hotel Prospect 2**
 - JG met with development team in Springfield on 9/12
 - Toured the concept hotel, which opened this summer
 - Prospect intrigued with the site and the idea of ropes course/restaurant as adjacent uses.
 - Indicated that one operator intends to build a rooftop bar and pool at the concept elsewhere in U.S.
 - Focused on expanding this brand at 2nd tier locations, which R.P. appears to meet the standard for (i.e., not necessarily downtown locations)
 - Will run internal feasibility study to validate demographics, demand generators and estimate ADR
- **Hotel Prospect 3**
 - Follow-up with Director of Franchise Sales who toured the site last week.
 - Feedback Pending
- Lot 3
 - No update, event space concept from Lake area has not responded.

The Rocks RFP Proposal- developed proposal for staff/committee consideration.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Ad-Hoc Development Minutes August 30, 2018	Cover Memo

Roeland Park
Ad-Hoc Development Committee
Meeting Minutes

August 30, 2018

Called to order at 8:00 AM

Committee Members Present: Jim Kelly, Tim Janssen, Michael Hickey, Tyler Curry, Tom Madigan
Others Present: Keith Moody, Jason Glasrud, Jennifer Jones-Lacy, Mayor Kelly, Joel Marquardt
Committee Members Absent:

- I. Minutes of last meeting approved
- II. NE Johnson & Roe Update
 - a. Multi-Family Update- Jason and Keith met with Developer on 8/24, they have revised their concept to reflect greater density, a restaurant and structured parking. The group indicated support of this direction. Jason will follow up with the Developer and request renderings of the buildings as well as proforma information.
 - b. Other Multi-family- no additional information, other developer has been focused on another project in OP. Jason will follow up with them to get refined proforma information.
 - c. Cooperative Agreement with Mission for Development Approvals Update- a draft agreement has been provided to Mission. Attorneys and City Administrators met and reviewed on 8/24. Roeland Park will provide legal argument supporting the position that these authorities can be conveyed to another City.
- III. The Rocks Update
 - a. Hotel Prospects Update- CBC continues to discuss the site with corporate representatives. The concept of moving forward with an Request for Proposals process was discussed. The committee asked CBC to develop a scope and fee for them to review at the next meeting, looking at October 1 as possible date to issue the RFP. This approach has been discussed previously but held off on implementing until opportunities generated through professional contacts had been exhausted. A public RFP can generate new ideas; however, it brings with it the potential for concepts that are inconsistent with the goals of the City. It can take considerable time to vet submittals and some submitters may take a public position that the City should not dismiss their use in favor of another.
 - b. Alternative usage – CBC has contacted proprietors of activity centers in Branson, and in the KC region. He will visit the Branson site in September when he will also visit a new hotel concept. Discussion concerning an RFP process was also influenced by options for lot 3 not progressing.
 - c. Site Development Costs per Lot and Allocation of TIF proceeds per lot- Staff shared the development costs per lot with the committee. Based on the value of “beyond the normal” site development costs for lot 1 \$1.5 million in reimbursables through TIF funds is reasonable. Improvements to the south end of Roe Parkway, the extension of Roe Parkway to Roe Boulevard, and the drive connecting Lot 1’s drive to the extension of Roe Parkway are included in the Lot 1 reimbursables. It is reasonable to anticipate \$500,000 per lot in TIF eligible reimbursables for Lot 2 and Lot 3, with Lot 3’s reimbursements including construction of the parking area on lot 4. This is within the \$2.5 million dollar (conservative) estimate of TIF proceeds.
- IV. Adjournment- 9:15 am

Item Number: Reports of City Liaisons and
Committees- V.-C.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Parks**
Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Parks Minutes August 8, 2018	Cover Memo

Parks Committee

City of Roeland Park

Meeting Minutes Draft 1.0

Wednesday August 8th, 2018 Roeland Park City Hall

Attendees

Committee members and liaisons- Emily Hage, Jennifer Provyn, Tyler Steele, Kathleen Whitworth

Guests- Jose Leon Public Works Director, Tom Madigan, Council, Sarah Crowder, Heartland Tree Alliance

Call to Order by Jennifer Provyn

- 2018 available funds for Parks Committee

Total Funds Available for expenditure-\$945.00

Citizen Voices

-Weed overgrowth on R Park Trail.

Jose indicated that for 2019 the lawn contract will be enhanced to include chemical treatments of weeds on the trail in spring, summer and fall. This will cost taxpayers additional dollars but due to continuing complaints all agreed that this would be the best route to take. Public Works must place streets and sidewalks as the highest priority during the summer months leaving limited time to spend on the R Park trail. Currently Public Works is spraying for weeds twice monthly but weeds pop up daily. All agreed that this is the nature of a limestone trail. Some weed overgrowth is to be expected.

Action Items Completed

- New benches and a trash receptacle have been installed at Carpenter Park.
- A new bench purchased by the city has been installed next to the tennis courts at R Park.
- The marquee for the tennis court has been installed in R Park.
- 2017-18 Tree honorees wrapped canvases have been installed at City Hall.
- Exposed electric conduits at the Community Center have been addressed by Public Works

Presentations

-Sarah Crowder of Heartland Tree Alliance informed the committee that R Park has been selected by the Heartland Tree Alliance and the US Forest Service to receive a grant of 20 new trees of varying types in 2018. Trees will be installed in the fall by volunteers around the R park perimeter. Tree markers which match existing markers and depict the tree type, characteristics, etc. are included in the grant. Parks **is very excited** to welcome 20 additional 1' circumference trees and tree markers to R Park. Much thanks to Heartland Tree Alliance for facilitating this grant on behalf of Roeland Park

New Business

- RFP responses for Granada Park shade structure were reviewed and one design was chosen to forward to Council for approval. Two color choices were recommended for Council to review. Three vendors submitted responses to the RFP and the low cost vendor was selected.
- R Park shade structures will begin development in August with the installation of concrete footings. Detailed architectural designs were presented at the meeting. The city will act as the general contractor and purchase materials. Labor has been generously donated by Synergy Construction. An additional \$20K was approved by Council due to the structure not meeting the criteria for the First National Bank grant which does not include capital improvements which the shades structures are considered to be. The target is to have the structures completed prior to winter.

Continuing Action items

- Tyler Steele will present recommendations at a future meeting for smoke free zones within the parks. Park committee members were in agreement that this approach is preferable to an all-inclusive smoking ban within the parks.
- Nall Park trail sign needs to be finalized and ordered. Tyler stated that no additional trail modifications will be done until fall. Modifications need to be made prior to sign order to accurately depict the trail.
- Jennifer Provyn reported that the blue spruce at R Park is infested with bagworms and needs treatment. Jose to contact city arborist for resolution. Resolution unknown.
- All Parks members to review 2008 Nall Park masterplan document prior to September meeting.
- Parks will need to recommend a location in Nall Park for an art installation prior to yearend.

- Parks will need to select and order new amenities for Nall Park in the fall. The budget for 2019 for this improvement was approved for \$34K. This budget is for new benches, picnic tables and trash receptacles. An installation goal of spring 2019 was set.
- Park members to query contacts with the intent of securing a landscape architect or master gardener who would design a maintainable garden in place of what currently exists in the Nall Park rain garden. All agreed that this garden is in need of an overhaul. The garden has not been refreshed for many years and needs attention. It was suggested that we set a goal of fall 2018 for installation.
- Emily assigned to research the parameters for Park accreditation via CAPRA. It is thought this program could lead to new opportunities for grants.
- The diseased evergreen at the Community Center has been taken out. Replacement timeframe not known.
- RP city website needs to be updated to include donation policy-Kathleen to check on status
- Need new advocate for R Park Marquee and a policy document. A clearly defined process and policy that is workable for Public works and event coordinators is needed. Laura showed interest in the project. Continue discussion at September meeting.
- Nall Park dual trash/ recycle bin will be installed in fall, 2018. New pad is required.
- Juniper Park needs to be addressed in 2018.
- Potential Grants for park improvements
 - AD grant for shade structures (September, 2018)-It was determined that we will use R Park shade structures as the basis for grant submittal. Potential grant of \$8000.
 - Kansas Gas Service grant is not available to Parks as KGS has donated to the Jorge Blanco sculpture fund.

Motions Approved

- July meeting minutes approved
- RFP for Granada shade structure was selected and will move forward to Council for consideration.
- Meeting Adjournment

Future Parks Events

- None

Future Sustainability Events

- Park2Park run-09/29/18 9:00 AM

Future R Park Fundraising Events

- None known

Future Arts Committee Events

- None known

Future Events Committee Events

- Barktoberfest, October, 2018

City Events-

- None known

Parks Committee Meetings

Next Regular Committee Meeting: Wednesday, September 12th, 2018 6:00 PM @ City Hall

Item Number: Reports of City Liaisons and
Committees- V.-D.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Events**
Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Community Events Committee Minutes August 16, 2018	Cover Memo

Minutes
Community Events Committee
CITY of ROELAND PARK
Thursday, August 16, 2018
Roeland Park City Hall

Committee Members

Chris Newton
Stephanie Newton
Christina Avery

Guests

Lisa Scharnak

Discussion

1. Approve July Minutes - **DONE**
2. New Sculpture in R Park - potential partnership on event Spring/Summer 2019
3. Vote on third event
 - a. Fall Family Picnic - R Park or Nall Park?
 - i. **Date:** October 20
 - ii. **Time:** 12 - 3pm
 - iii. Cancel for inclement weather
 - iv. **Entertainment**
 1. Mr. Stinky Feet, Rex Hobert (JH)
 2. Cement Chalk
 3. Bubbles
 4. **Pumpkins painting**
 5. **Pie-eating contest?**
 6. **Cornhole tournament?**
 7. **Giant Jenga / Connect 4 - Lisa**
 - v. **Liquor License or City Permit - approval needed (Stephanie + Chris)**
 1. **World Wide Beverage Group - donated 3 kegs last year (S+C to Erin)**
 2. **Sandhill Brewery / Rock Creek Brewery - (CA)**
 - vi. Food Trucks - Werner & Kona Ice (**Amie confirmed are locked-in**)
 - vii. New Tents - to get budget approved (JH)
 - viii. **Identity / Banner / Flyer (Chris + Stephanie)**
 - ix. Roeland Parker - September issue - Mark your calendars (SN)
 - x. Facebook Promotion - paid advertising to Roeland Park FB
 1. **Free Food & Drink Vouchers for first 100**
4. Next meeting
 - a. Scheduled for Thursday, September 20

Item Number: Unfinished Business- VI.-A.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 7/16/2018
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Bella Roe Sign/Fountain Discussion**
Item Type:

Recommendation:

To review the proposed change to the TIF 1B Development Agreement for the Bella Roe shopping center removing two of the three fountains and replacing them with Bella Roe signage, plantings and mosaic art. Staff recommends approval of the amendment.

Details:

Joshua Gatewood, the Property Manager with ACF Property Management and Bella Roe Shopping Center, has requested converting the two fountains flanking the entrance to the shopping center to artwork incorporating the shopping Center name (Bella Roe), illuminating it and incorporating landscaping in the bottom of the fountain basin. Mr. Gatewood would also like to replace the column fountain next to US Bank, but plans to discuss that at a future date. The rendering created by the selected artist are attached.

Bella Roe Shopping Center is part of TIF 1B which is governed by a development agreement signed by the City and developers of the shopping center. According to Sec. 8.2 of the agreement, amendments may be made to this agreement as long as they would not substantially alter the basic business terms included in the agreement.

Staff have identified this change to require a simple amendment to the development agreement because the Developer Agreement and Redevelopment Plan (see attached) identifies the plan as "The Fountains of Roeland Park" and includes locations for the four fountains in the Final Development Plan (also attached). The four fountains together were estimated at \$300,000 when approved in 2004. The shopping center only has three fountains installed, two flanking the entrance between Cricket Wireless and US Bank, the the column fountain to the north of US Bank.

Attached you will also find a draft amendment to the development agreement as drafted by our City Attorney. When approved, this would require execution by the City and the Developer.

This matter went before the Planning Commission on June 19th which recommended approval of the replacement with the mosaic concept. It went to City Council on July 16th for consideration where the Governing Body said they wanted to see the sign renderings prior to final approval.

Staff recommends that any replacement installation be visually appealing and cohesive with the preliminary design plans for the Roe 2020 project which will redevelop Roe Boulevard.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description: N/A	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

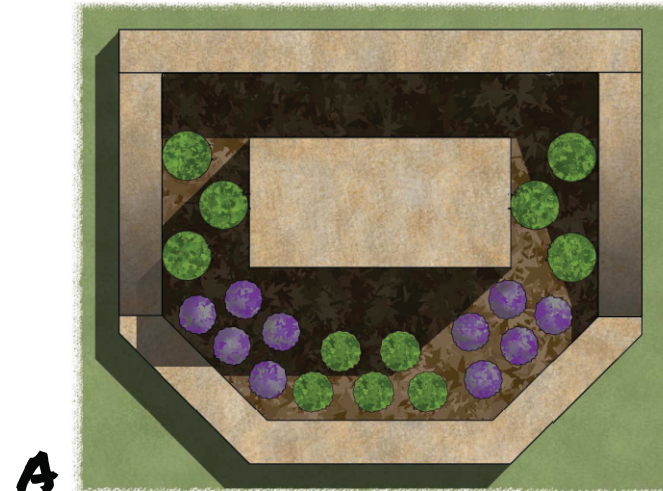
Description	Type
☐ Bella Roe Sign Renderings	Exhibit
☐ Bella Roe Developer Agreement	Exhibit
☐ Bella Roe Developer Agreement part 2	Exhibit
☐ Site Plan with Fountains	Exhibit
☐ Amendment to Development Agreement	Exhibit



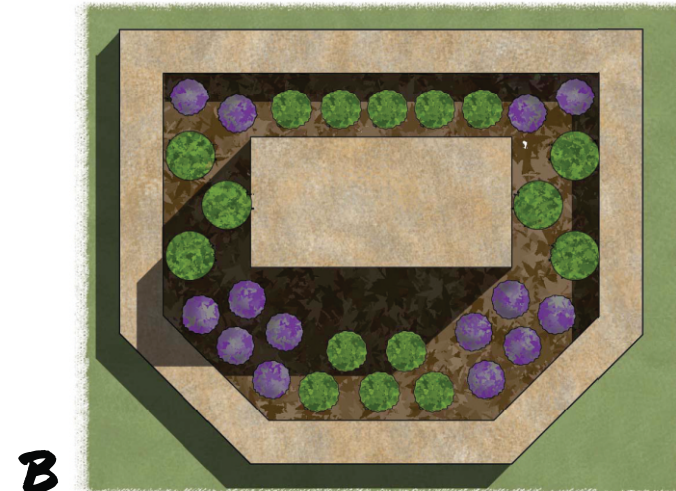
2' Mosaic Tile Area with uplighting for FCO letters - TBD



2' Mosaic Tile Area with uplighting for FCO letters - TBD



A



B

PLANT PALETTE



EMERALD GREEN
ARBORVITAE



RUSSIAN SAGE



BOXWOOD WINTER GEM



Bella Roe Plaza

formerly Fountains of Roeland Park

Roe Blvd, Roeland Park, KS 66205



JOE STEWART
ARCHITECT



2' Mosaic Tile Area with uplighting for FCO letters
Tile Design - TBD

**REDEVELOPMENT PROJECT AREA 1B
REDEVELOPMENT AGREEMENT**

by and between the

CITY OF ROELAND PARK, KANSAS

and

ROELAND PARK REDEVELOPMENT, L.L.C.

DATED MAY ____, 2004

TABLE OF CONTENTS

PAGE

ARTICLE I SUBJECT OF AGREEMENT

Section 1.1	Purpose of Agreement	2,3
Section 1.2	Schedule of Performance of Agreement	3
Section 1.3	The Redevelopment Plan	3
Section 1.4	Representation of the Parties	3,4
Section 1.5	Restrictions on Transfer and Assignments	5
Section 1.6	Contract Documents	5
Section 1.7	Term of the Agreement	6

ARTICLE II ACQUISITION OF ACQUISITION PARCEL; PERMANENT FINANCING OF DEVELOPER PARCEL

Section 2.1	Acquisition of Project Site	6
-------------	-----------------------------------	---

ARTICLE III DEVELOPMENT OF THE PROJECT SITE

Section 3.1	Scope of Development	6,7
Section 3.2	Basic Concept Drawings	7
Section 3.3	Construction Drawings and Related Documents	7
Section 3.4	City Approval of Changes to Plans, Drawings, and Related Documents Which Have Been Approved	8
Section 3.5	Cost of Construction	8
Section 3.6	Construction Schedule	8
Section 3.7	City and Other Governmental Permits	9
Section 3.8	Rights of Access	9
Section 3.9	Indemnity and Insurance	9,10
Section 3.10	Local, State and Federal Laws	11
Section 3.11	Antidiscrimination During Construction	11

TABLE OF CONTENTS (Continued)

Section 3.12	Taxes, Assessments, Encumbrances and Liens	11
Section 3.13	Prohibition Against Transfer of the Project Site, the Buildings or Structures Therein and Assignment of Agreement	11
Section 3.14	Financing During Construction; Rights of Holders	12
Section 3.15	Certificate of Completion	13

ARTICLE IV FINANCING

Section 4.1	Financing - Developer	14
Section 4.2	Financing - City	14-15
Section 4.3	Use of Bond Proceeds	16

ARTICLE V USE OF THE PROJECT SITE

Section 5.1	Covenant for Non-Discrimination	17
Section 5.2	Maintenance Covenants	17
Section 5.3	Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction; No Partnership	17
Section 5.4	Operation of Project	18

ARTICLE VI GENERAL PROVISIONS

Section 6.1	Notices, Demands and Communications Among the Parties	18
Section 6.2	Conflicts of Interest	18
Section 6.3	Enforced Delay; Extension of Times of Performance	19
Section 6.4	Non-liability of Officials, Employees and Agents of the City	19
Section 6.5	Inspection of Books and Records	19

TABLE OF CONTENTS (Continued)

ARTICLE VII DEFAULTS AND REMEDIES

Section 7.1	Defaults -- General	19
Section 7.2	Legal Actions	20
Section 7.3	Rights and Remedies Are Cumulative	20
Section 7.4	Inaction Not a Waiver of Default	20
Section 7.5	Specific Performance	21

ARTICLE VIII SPECIAL PROVISIONS

Section 8.1	Submission of Documents to the City for Approval	21
Section 8.2	Amendments to this Agreement	21
Section 8.3	Entire Agreement, Waivers and General	21
Section 8.4	Time For Acceptance Of Agreement By City	22
Section 8.5	Validity and Severability	22

EXHIBIT 1 - LEGAL DESCRIPTION OF PROJECT SITE
EXHIBIT 2 - REDEVELOPMENT PLAN
EXHIBIT 3 - ANTICIPATED TYPES TENANTS
EXHIBIT 4 - SCHEDULE OF ELIGIBLE EXPENSES
EXHIBIT 5 - FINANCING PLAN

REDEVELOPMENT PROJECT AREA 1B
REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF ROELAND PARK, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas (the "City"), and ROELAND PARK REDEVELOPMENT, L.L.C., a limited liability company organized and existing under the laws of the State of Kansas (the "Developer") (collectively, the "Parties"), and is dated and effective as of May ____, 2004. In consideration of the mutual covenants and agreements contained herein, the City and the Developer hereby agree as follows:

ARTICLE I

SUBJECT OF AGREEMENT

Section 1.1 Purpose of Agreement. The Parties have previously entered into that certain Developer of Record Agreement, dated July 31, 2003, as amended by the First Addendum to Developer of Record Agreement, dated November 19, 2003 (collectively the "DORA"), which, among other things, requires that the Parties enter into this Agreement. The terms of the DORA survive the execution of this Agreement, except to the extent that they are necessarily in conflict herewith, in which case the terms of this Agreement shall control. The purpose of this Agreement is to effectuate all phases of the Redevelopment Project Plan for Project Area 1B (hereinafter "Redevelopment Plan") by providing for the redevelopment and financing of certain property, hereafter described, located within Project Area 1B (the "Project Area") of Redevelopment District No. 1 (the "Redevelopment District"), in accordance with the Redevelopment Plan, the terms of the Kansas Tax Increment Financing Act, K.S.A. 12-1770, et seq., as amended (the "TIF Act"), and the terms of the Kansas Transportation Development District Act, K.S.A. 12, 17,140 et seq., as amended (the "TDD Act").

The original boundaries of the Redevelopment District and a Comprehensive Plan therefor were established on April 17, 1991, by Ordinance No. 542. Subsequently, the Governing Body, following public notice and hearing as required, has twice reconfigured the area of Redevelopment District No. 1; first, on January 16, 2002 by adoption of Ordinance No. 712, and most recently on December 17, 2003, by adoption of Ordinance No. 745. The Redevelopment Plan was approved and adopted by the City Council on March 3, 1994, by Ordinance No. 748, after notice was given by Resolution No. 515 pursuant to the Act.

The real property to be redeveloped pursuant to this Agreement (the "Project

Site") is located in the vicinity of the northwest corner of 50th Place and Roe Boulevard, and is specifically described and depicted in Exhibit 1 attached hereto.

This Agreement is entered into for the purpose of redeveloping the Project Site and not for speculation in land holding.

- (a) The Project Site is an approximately 1,051,797 sq. ft. (24.146 ± acres) parcel of land presently occupied by various commercial subtenants, U.S. Bank and vacant land. The Redevelopment Plan for Project Area 1B proposes the construction of two "big box" retail stores totaling approximately 207,290 square feet (under roof), two commercial pad site buildings of approximately 9,800 square feet each, one commercial pad site building of approximately 4,000 square feet, and a possible hotel site or other nonresidential use. Other improvements include public facilities, construction of sidewalks, construction of curb and gutter, construction of landscaping and lighting, acquisition of real property, demolition of buildings, construction of a drainage system, grading, parking lot and Project Site work, and payment of expenses (the "Redevelopment Project" or the "Project").
- (b) Completing the Redevelopment Project pursuant to this Agreement is in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.
- (c) This Agreement pertains to and affects the ability of the City to finance its contractual obligations and the ability of all parties to finance and carry out the purposes of this Agreement and the goals of the Redevelopment Plan and is intended to be a Contract within the meaning of K.S.A. 12-101 Fourth.

Section 1.2 Schedule of Performance of Agreement. The performance of the Parties to this Agreement insofar as it relates to timeliness shall be governed in all material respects by the terms and conditions of this Agreement. The Developer shall complete all improvements in accordance with Article III hereof.

Section 1.3 The Redevelopment Plan. The Redevelopment Plan, as approved and adopted by the City Council of the City on March 3, 2004 by Ordinance No. 748 is incorporated herein by this reference. See Exhibit 2 attached hereto.

Section 1.4 Representations of the Parties.

- (a) The City

The City represents that it is a city of the second class exercising governmental functions and powers and organized and existing pursuant to

the laws of the State of Kansas and is acting herein pursuant to the authority of the TIF Act and the TDD Act. The principal office of the City is located at City Hall, 4600 West 51st Street, Roeland Park, Kansas, 66205.

(b) The Developer

- (i) The Developer represents that it is a limited liability company duly organized and existing under the laws of the State of Kansas, authorized to conduct business in the State of Kansas, and is not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing the Developer, or any law of the State of Kansas affecting Developer's ability to perform under this Agreement.
- (ii) The Developer represents that it has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of such Developer in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by such Developer or the consummation of the transactions contemplated hereby.
- (iii) The Developer represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of the articles of organization, the operating agreement or any other agreement governing such Developer or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which such Developer is a party or by which it may be bound, and will not constitute a default under any of the foregoing.
- (iv) The Developer represents that the making and performance of this Agreement by the Developer has been duly authorized by all necessary actions, and this Agreement will be a valid and binding obligation of such Developer enforceable in accordance with its terms.
- (vii) The principal Kansas office and mailing address of each Developer is as follows:

ROELAND PARK REDEVELOPMENT, L.L.C.
c/o West Star, Inc.
Attention: Mike Christie, Member

Section 1.5 Restrictions on Transfer and Assignments. The qualifications of the Developer is of particular concern to the City. It is because of the qualification and identity of the Developer thereof that the City has entered into this Agreement with the Developer. Therefore, the Developer agrees that there shall be no assignment or transfer of the rights and duties of the Developer under this Agreement and no conveyance of the Project Site without the prior written approval of the City (which will not be unreasonably withheld), except for assignments, transfers and conveyances of all or substantially all of Developer's rights and duties under this Agreement and in and to the Project Site (a) to a subsidiary which is owned by the Developer or any entity owned or controlled, directly or indirectly by the ownership of fifty percent (50%) or more of the membership interests in, or voting stock of, along with complete management authority, constituting control by such Developer and (b) which enters into a written agreement with the City, in form and substance satisfactory to the City assuming all of the obligations of such Developer under this Agreement and the DORA, which agreement shall be entered prior to any such assignment, transfer or conveyance. Without limiting the generality of the foregoing, except as otherwise expressly agreed by the City in writing, the Developer shall not terminate its existence, liquidate or dissolve, or sell all or substantially all of its assets during the term of this Agreement.

Reference is also made to Section 3.13 and 3.14 describing prohibitions against transfer of the Project Site and the buildings and improvements thereon.

As described in Section 3.13, the foregoing restrictions on assignment, transfer and conveyance shall not apply to (a) any security interest granted to secure indebtedness to any construction or permanent lender, and (b) the rental and leasing of portions of the Project Site for the uses permitted under the terms of this Agreement.

Section 1.6 Contract Documents. The Contract Documents which are part of this Agreement, and each of which are incorporated herein and defined by this reference, are as follows:

- | | |
|-----------|-----------------------------------|
| Exhibit 1 | Legal Description of Project Site |
| Exhibit 2 | Redevelopment Plan |
| Exhibit 3 | Anticipated Types of Tenants |
| Exhibit 4 | Schedule of Eligible Expenses |
| Exhibit 5 | Financing Plan |

Section 1.7. Term of the Agreement. This Agreement shall commence on the effective date hereof and shall terminate at such time as the special obligation bonds to be issued by the City pursuant to K.S.A. 12-1770 et seq., as amended (the "TIF Bonds") and the special obligation bonds to be issued by the City pursuant to K.S.A. 12-17, 140 et seq., as amended (the "TDD Bonds"), and the Pay As You Go Notes, all as referenced in Section 4.2 hereof shall be deemed to have been paid in full in accordance with the terms thereof and as described in Section 4.2 hereof.

ARTICLE II

ACQUISITION OF PROJECT SITE

Section 2.1 Acquisition of the Project Site. Title to all lands in the Project Site shall be acquired in the manner set forth in the Acquisition Funding Agreement entered into between the Parties, dated March 31, 2004, and incorporated herein by reference. To the extent not otherwise acquired, the City shall, to the extent permitted by applicable laws and requirements and subject to and in accordance with the terms of the Acquisition Funding Agreement, use reasonable efforts to exercise its powers of eminent domain and to acquire such properties and thereafter transfer fee simple title to such properties to the Developer.

ARTICLE III

DEVELOPMENT OF THE PROJECT SITE

Section 3.1 Scope of Development.

- (a) The Project Site shall be developed within the general controls established by the rezoning ordinances to be considered and approved for the Project, the Preliminary and Final Development Plans for the Project, and the plat for the Project Site. The approvals of the City described herein shall be as required by the Code of the City of Roeland Park, Kansas (the "Code") and related laws governing municipal planning, zoning and subdivision.
- (b) The Developer shall be responsible for the construction, renovation, improvement, equipping, repair and installation of private improvements and infrastructure in conformity with the Redevelopment Plan.

- (c) The Redevelopment Project shall utilize a high quality of architectural design and materials for all aspects of the Redevelopment Project, including but not limited to all renovations, improvements, equipping, repairs and installations.
- (d) The Project includes two tenants in excess of 35,000 s.f., Lowe's and Price Chopper. The City hereby agrees to and accepts these tenants as users within the Project.
- (e) As of the date of this Agreement, the Developer anticipates that the other types of commercial users of the Project shall be as set out on Exhibit 3.

Section 3.2 Basic Concept Drawings. The Developer has heretofore submitted the basic concept drawings and related documents for the development to be constructed, renovated, improved, equipped, repaired and installed in accordance with the Redevelopment Plan and related documents. The Project Site shall be developed as established in the Redevelopment Plan and related documents submitted by the Developer and approved by the City. No "substantial changes," as defined by K.S.A. 12-1770a(w), shall be made in the Redevelopment Project except as may be mutually agreed upon, in writing, between the Developer and the City.

Section 3.3 Construction Drawings and Related Documents. The Developer must prepare and submit construction drawings, specifications and related documents for the entire Project Site to the City for review pursuant to the Code of the City of Roeland Park.

The Developer understands and agrees that it is important to the City that the improvements utilize a high quality of architectural design and materials. The Developer agrees that all construction, renovation, improvement, equipping, repair and installation work on the Redevelopment Project shall be done in accordance with the construction drawing specifications and related documents to be approved by the City and subject to the provisions hereof. The construction, renovation, improvement, equipping, repair and installation of the improvements shall be subject to review by the City to ensure that such high quality of architectural design and materials is achieved.

The City and the Developer and its approved assignees shall communicate and consult informally as frequently as is necessary to insure that the formal submission of any modifications of documents to the City can receive prompt and speedy consideration.

If any material revisions or corrections of plans approved by the City shall be required by any government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Developer and the City shall cooperate in efforts to develop a mutually acceptable alternative.

Section 3.4 City Approval of Changes to Plans, Drawings, and Related Documents Which Have Been Approved. If the Developer desires to make any substantial or significant changes, as defined by Section 16-258(e) of the Code, in the Preliminary Development Plans approved by the City, the Developer shall submit the proposed changes to the City for its approval pursuant to Section 16-258 or Section 16-260 of the Code, as applicable.

Section 3.5 Cost of Construction.

- (a) The cost of the Redevelopment Project shall be borne by the Developer, except for work expressly set forth in the Schedule of Eligible Expenses (Exhibit 4 attached hereto) (the "Eligible Expenses"). The Developer is responsible for all costs in excess of the costs as outlined in the Schedule of Eligible Expenses.
- (b) Exhibit 4 sets forth the anticipated amount to be paid from TIF and TDD revenues for each of the Eligible Expenses approved by the City. The Parties agree that the amounts to be paid for any of the Eligible Expenses may be adjusted among any of the stated categories, or to pay additional eligible items, provided the total Eligible Expenses do not exceed the maximum amount of \$10,000,000 plus interest and bond financing costs. Approval of the City Council shall be required for any actual expenditure from TIF and TDD revenues for each of such TIF Eligible Expenses that exceeds the amount set forth on Exhibit 4 by more than five percent (5%); provided that the total amount of anticipated Eligible Expenses of \$10,000,000 plus interest and bond financing costs shall not be exceeded unless and until a revised Financial Plan is received and approved by the City in its sole and absolute discretion.

Section 3.6 Construction Schedule. The Developer has begun and shall promptly thereafter diligently prosecute to completion the construction, renovation, improvement, equipping, repair and installation of the Redevelopment Project. Within thirty (30) days after signing this Agreement, the Developer or its designated agent will prepare and provide to the City a schedule for completion of the Project in accordance with the Redevelopment Plan. This schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Developer, provided that an extension of completion schedule shall require approval of the City as follows: The construction contracts shall provide that the Project will be completed within 480 days from the date of such contracts. The Developer will use its best efforts to have the Project completed within such time frame. If it appears that the Project cannot be completed within 500 days from the date of the construction contracts, the Developer will report to the City and City approval will be required for any modification of the schedule to extend the completion date. In addition, progress reports based on this time schedule will be made by the Developer at least monthly.

The Developer will provide a status report with each monthly report of all bills submitted to and paid by or on behalf of the Developer in accordance with the Financing Plan described in Section 4.1 hereof, including a report of expenditures of the proceeds of the TIF Bonds and TDD Bonds.

Section 3.7 City and Other Governmental Permits. Before commencement of construction or development of any buildings, structures or other work or improvement the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

Section 3.8 Rights of Access.

- (a) For the purpose of ensuring compliance with this Agreement, representatives of the City shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in the case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity.
- (b) The City agrees to cooperate with the Developer in facilitating access by the Developer to the Project Site for construction purposes, provided that the City shall incur no financial obligations therefor.

Section 3.9 Indemnity and Insurance.

- (a) The Developer shall defend, indemnify, assume all responsibility for, and hold the City and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs), claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the City, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly contracted with or employed by the Developer and whether such damage

shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ["CERCLA"; 42 U.S.C. Section 9601, et seq.], (ii) the Resource Conservation and Recovery Act ["RCRA"; 42 U.S.C. Section 6901 et seq.] and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

- (b) Not in derogation of the indemnity provisions of subsection (a) of this Section, the Developer shall take out and maintain during the period set forth in subsection (e) of this Section, a comprehensive general liability policy in the amount of at least One Million Dollars (\$1,000,000) for any person, Two Million Dollars (\$2,000,000) for any occurrence, and One Million Dollars (\$1,000,000) property damage naming the City as an additional insured and loss payee, but only with respect to the liability policy.
- (c) The Developer shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the City as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the City by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not contributing with any insurance maintained by the City, and the policy shall contain such an endorsement. The required certificate shall be filed with the City at the time of execution of this Agreement.
- (d) The Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law at the time of execution of the Agreement.

- (e) The insurance obligations set forth in this Section shall remain in effect until a final Certificate of Completion has been furnished for all of the improvements as hereafter provided in this Agreement.

Section 3.10 Local, State and Federal Laws. The Developer shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

Section 3.11 Antidiscrimination During Construction. The Developer, for itself, its successors and assigns, and any contractor with whom Developer has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Agreement, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

Section 3.12 Taxes, Assessments, Encumbrances and Liens. The Developer shall pay when due all real estate taxes and assessments on the Project Site. Subject to Section 3.14(a), prior to issuance of a Certificate of Completion pursuant to this Agreement, the Developer shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Agreement. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto.

Section 3.13 Prohibition Against Transfer of the Project Site, the Buildings or Structures Therein and Assignment of Agreement. The Developer shall not, except as permitted by this Agreement hereof, without prior written approval of the City which shall not be unreasonably withheld, make any total or partial sale, transfer, conveyance, assignment or lease of the whole Project Site or the buildings or improvements on the Project Site except as permitted by this Agreement. This prohibition shall not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the Project Site or to prohibit or restrict the leasing of any part or parts of a building, structure or land for a term commencing on completion, except as otherwise provided in the DORA. Notwithstanding anything contained in this Agreement to the contrary, nothing contained in this Agreement shall prohibit the Developer from granting any security interest to secure indebtedness to any permanent lender upon the completion of construction of the Lowe' store and the Price Chopper store.

Section 3.14 Financing During Construction; Rights of Holders.

(a) No Encumbrances Except Mortgages during Construction

Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

(b) Holder Not Obligated to Construct Improvements

The holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the deed for the Project Site be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Project Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(c) Notice of Default to Mortgage Holders; Right to Cure

With respect to any mortgage granted by Developer as provided herein, whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the improvements, the City shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relate, and submit

evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

- (d) The restrictions on Developer financing in this Section are intended to and shall apply only to financing during the construction period for the improvements and any financing obtained in connection therewith. Nothing in this Agreement is intended or shall be construed to prevent the Developer from obtaining any financing for the Redevelopment Project or any aspect thereof.

Section 3.15 Procedures for Certificate of Expenditure.

- (a) For Certifications of Expenditures to be made in connection with the Eligible Expenses, the Developer shall submit to the City a written request setting forth the amount for which certification is sought and identification of the Eligible Expenses.
- (b) The request for Certification of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the City shall reasonably require to document appropriate payment pursuant to the Redevelopment Plan and this Agreement.
- (c) The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certification of Expenditure is submitted, to examine the Developer's and other's records relating to all expenses related to the TDD Improvements to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.
- (d) The City shall have 30 calendar days after receipt of any request hereunder to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the request relates to the Eligible Expenses; (2) the expense was incurred; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City shall approve the request and make, or cause to be made, reimbursement within fifteen (15) days of the certification from the Project Fund under the Bond Documents. If the City reasonably disapproves of the request, the City shall notify the Developer in writing of the reason for such disapproval within such 30-day period and the reason for the disapproval must be supported by evidence. Approval of the Developer's request for reimbursement of Eligible Expenses will not be unreasonably withheld.

ARTICLE IV

FINANCING

Section 4.1 Financing - Developer.

- (a) The Developer shall fund its obligations under this Agreement including the cost of implementing the redevelopment of the property described in the Redevelopment Plan for the Project Area. The Developer anticipates that the total cost of the Redevelopment Project and the funding sources therefor are as set out in the Financing Plan attached hereto as Exhibit 5 (the "Financing Plan"). The Developer may not make any material change or alteration to the Financing Plan which would materially adversely impair the Developer's ability to complete the Redevelopment Project without the City's prior written permission.
- (b) The Developer shall establish and maintain records and reports for all costs associated with the Redevelopment Project. Such records shall be made available for review or audit at the offices of the Developer upon written request of the City at a reasonable time after such request.

Section 4.2 Financing - City.

- (a) Special Obligation Bonds. Subject to the approvals, if any, of state and local governments as required by the Act, the City shall authorize and sell at such time as provided for herein, an issue or issues of special obligation TIF Bonds and TDD Bonds (collectively, the "Bonds") in a principal amount agreed upon by the City and the Developer to be used to pay for the Eligible Expenses described in K.S.A. 12-1773 and K.S.A. 12-17,141(e) and (k), as amended, which Eligible Expenses are more specifically described in Exhibit 4 attached hereto.

- (b) The Bonds (i) shall be special obligation bonds issued pursuant to K.S.A. 12-1774(a) and K.S.A. 12-17,149, as amended, and (ii) shall be payable, contain the terms, and be issued and sold in the manner and for the purposes as required by the TIF Act and the TDD Act. The Bonds shall be subject to the approving opinion of the City's bond counsel on matters of legality and the exemption of the interest from gross income thereon from federal and state income taxation. The Bonds shall be sold to Kirkpatrick Pettis Smith Polian, Inc., or to the Developer. The interest rate on the Bonds shall not exceed a rate which is competitive at the time of issuance for federally tax exempt special obligation Bonds and shall be acceptable to both the City and the Developer. The offering documents for the Bonds will include a feasibility study, satisfactory to the City, which indicates that sufficient Revenues will be generated by the Project to pay the principal and interest on the Bonds and projects debt service coverage ratios of not less than 125% in each year the Bonds are outstanding. The Parties understand that the Financing Plan Study attached hereto as Exhibit 5 estimates that the aggregate principal amount of the Bonds to be issued is \$10,245,000, and that the estimated net bond proceeds are \$8,735,000. The Developer agrees that, except for the City's payment of the Pay As You Go Notes described in Section 4.2 (d) hereof, no variation may be made in any of such terms which results in an increased financial obligation to be paid from TIF and TDD Revenues unless and until a revised Financing Plan is received.
- (c) The Developer agrees that the documents under which the TIF Bonds and TDD Bonds will be issued (the "Bond Documents") will provide for a single term maturity for each of the TIF Bonds and the TDD Bonds, with principal payments payable only to the extent that sufficient TIF and TDD revenues are received. For purposes of calculating when sufficient TIF and TDD Bond revenues have been received to make debt service payments on the TIF and the TDD Bonds, the Bond Documents will include a repayment schedule of the Bonds based upon the Financing Plan attached hereto as Exhibit 5. The Bond Documents will provide that annual TIF and TDD Revenues will be applied, after payment of all expenses associated with the TIF and TDD Bonds, first to the payment of interest and thereafter, to the extent that any TIF and TDD Revenue remains, to the payment of principal, up to the amount payable on such payment date. The Developer understands and agrees that the Bond Documents will provide that if the Bonds have not been paid and redeemed in full prior to the final maturity thereof, then the Bonds shall be deemed to be paid in full on the final maturity date upon the payment by the Bond Trustee to the Registered Owners thereof on such date of the amount then on deposit in the funds and accounts held by the Trustee and pledged to the payment of the Bonds under the Bond Documents.
- (d) The Parties acknowledge that net bond proceeds set forth in the Financing

Plan will not fully finance the Eligible Expenses set forth in Exhibit 5, the maximum amount of which is \$10 million. To the extent there is a shortfall between the net bond proceeds and the Eligible Expenses, the Developer agrees to pay up front the costs of such "gap" as they are incurred (commonly called Pay As You Go). The City agrees that, in accordance with the terms of the Bond Documents and this Agreement, to the extent the TIF and TDD revenues exceed bond debt service, such excess revenues shall be made available to reimburse the Developer for its costs equal to the actual "gap" amount paid by the Developer for Eligible Expenses, plus interest at 6% per annum from the effective date of this Agreement until such date as the Developer is fully paid, or until twenty (20) years following the date of approval of the TIF Redevelopment Plan or twenty-two (22) years following the date of creation of each TDD, whichever occurs first. The repayment terms for the Pay As You Go costs shall be in accordance with the Bond Documents and shall be set forth in a series of Pay As You Go Notes issued by the City contemporaneous with the issuance of the TIF and TDD Bonds.

- (e) The terms of this Agreement with respect to the TDD and all revenues generated by the TDD or improvements to be financed by the TDD are conditioned on the lawful formation of the TDD by the City. The City shall comply with all requirements of the TDD Act and all other laws applicable to the issuance of the TDD Bonds and collection and remittance of the TDD sales tax. It is the intent of the Parties that the Project Site shall be divided into two (2) separate TDDs, one having a TDD sale tax rate of 1% (Price Chopper, et al.) and one having a TDD sales tax rate of .5% (Lowe's). Upon the receipt of a petition from the Developer, prepared in accordance with the TDD Act, it will be the City's intent to lawfully form the two districts, levy the respective TDD sales tax rates, and issue the TDD Bonds.

Section 4.3 Use of Bond Proceeds.

- (a) The Parties agree that the proceeds realized upon sale of the Bonds shall be disbursed from time to time in accordance with the terms of this Agreement and the Bond Documents, and that proceeds of the Bonds will be placed in escrow with the Bond Trustee to be disbursed as Eligible Expenses are incurred. The Developer understands and agrees that the Bond Documents will provide that the Bond Trustee for the TIF Bonds and the TDD Bonds must receive documentation supporting each invoice submitted for payment that the expense is in fact eligible for payment under K.S.A. 12-1773 and K.S.A. 12-17,141 (e) and (k), as amended, and was incurred in connection with the Project.

- (b) The Bond Trustee shall pay the applicable amount set forth for the work on the Eligible Expenses to be paid from Bond proceeds, in accordance with the provisions of the Bond Documents. Except as provided above in paragraph 4.2 (d), disbursements by the Bond Trustee in accordance with the Bond Documents shall fully relieve the City of its liability hereunder for the payment for the work described in the disbursement request.

ARTICLE V

USE OF THE PROJECT SITE

Section 5.1 Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site.

The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this Section shall remain for so long as the Bonds are outstanding.

Section 5.2 Maintenance Covenants. The Developer, and all successors and assigns in interest to the Developer, shall be obligated to maintain the Project, and all improvements and landscaping situated thereon, in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

Section 5.3 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project Site or in the Project Area. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein

shall be construed as creating a partnership between the Developer and the City.

Section 5.4 Operation of Project. The Project will comply with all applicable building and zoning, health, environmental and safety resolutions and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Notices, Demands and Communications Among the Parties. Written notices, demands and communications among the City and the Developer, shall be sufficiently given by personal service or dispatched by registered or certified mail, postage prepaid, return receipt requested, or overnight courier. Notices, demands and communications to the City shall be delivered to the principal office of the City described in Section 1.4 addressed to the attention of the City Clerk, with copies of the same delivered to Neil R. Shortlidge, Stinson Morrison Hecker LLP, 9 Corporate Woods, Suite 450, 9200 Indian Creek Parkway, Overland Park, Kansas 66210-2008. Notices, demands and communications to the Developer shall be delivered to the principal office of the Developer described in Section 1.4 addressed to Mr. Mike Christie, with copies of the same delivered to Polsinelli, Shalton & Welte, P.C., Attn: Curtis M. Holland, 6201 College Blvd., Suite 500, Overland Park, KS 66211. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Notwithstanding anything to the contrary contained herein, notice personally served shall be deemed to have been received as of the date of such services or the date service is refused if written verification thereof is received from messenger service attempting such delivery.

Section 6.2 Conflicts of Interest. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Redevelopment Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Redevelopment Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Redevelopment Project, or in any activity, or benefit therefrom, which is part of the Redevelopment Project at any time during or after such person's tenure.

Section 6.3 Enforced Delay; Extension of Times of Performance.

- (a) In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; intergalactic invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.
- (b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer.

Section 6.4 Non-liability of Officials, Employees and Agents of the City. No official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, pursuant to the provisions of this Agreement, nor for any default or breach by the City.

Section 6.5 Inspection of Books and Records. Each party has the right to inspect, at reasonable times, the books and records of the other pertaining to the Project Site as pertinent to the purposes of this Agreement.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.1 Defaults -- General.

- (a) Subject to the extensions of time set forth in Section 6.3, failure or delay by either party to perform any term or provision of this Agreement, after receiving notice and failing to cure, as set forth in paragraph (b) below, constitutes a default under this Agreement. A party claiming a default (claimant) shall give written notice of default to the other party, specifying the default complained of.
- (b) The claimant shall not institute proceedings against the other party, nor be entitled to damages if the other party within fourteen (14) days from receipt of such notice, with due diligence, commences to cure, correct or remedy

such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 7.2 Legal Actions.

(a) Institution of Legal Actions

Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

(b) Applicable Law

The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

(c) Acceptance of Service of Process

- (i) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.
- (ii) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon any member of the Developer and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.

Section 7.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

Section 7.4 Inaction Not a Waiver of Default. Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 7.5 Specific Performance. If a default under this Agreement is not fully cured by the defaulting party as provided in Section 7.1, the nondefaulting party at its option may thereafter (but not before) commence an action for specific performance of terms of this Agreement.

ARTICLE VIII

SPECIAL PROVISIONS

Section 8.1 Submission of Documents to the City for Approval. Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval, the City shall afford the Developer its standard procedures for review and approval of such submission.

Section 8.2 Amendments to this Agreement. The Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement which may be made by lending institutions, or the City's counsel or financial consultants, provided said requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

Section 8.3 Entire Agreement, Waivers and General.

- (a) This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 22 and Exhibits 1 through 5, which constitutes the entire understanding and agreement of the parties.
- (b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.
- (c) All amendments hereto must be in writing executed by the appropriate authorities of the City and the Developer, with appropriate representations of authority for execution of the amendment.

- (d) The Developer is a sophisticated buyer and seller of real property and has participated in the drafting of this Agreement. The Parties further acknowledge that their attorneys have each participated in the drafting of this Agreement. Therefore, the language used in this Agreement shall be deemed to be the joint work product of the Parties and, in the event of any ambiguity herein, no rule of strict construction against either party shall apply.
- (e) Any titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.4 Time For Acceptance Of Agreement By City. This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed and delivered by the City within a reasonable time period after signing and delivery of this Agreement by Developer or this Agreement shall be void, except to the extent that the parties hereto shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement. The date of this Agreement shall be the date when it shall have been signed by the City.

Section 8.5 Validity and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

THIS DEVELOPMENT AGREEMENT has been executed as of the date first hereinabove written.

CITY OF ROELAND PARK, KANSAS

By: _____

Lori J. Hirons
Mayor

(SEAL)

ATTEST:

Anthony J. Pluta
City Clerk

APPROVED AS TO FORM:



Neil R. Shortlidge
City Attorney

THIS DEVELOPMENT AGREEMENT has been executed as of the date first hereinabove written.

ROELAND PARK REDEVELOPMENT, L.L.C.
By its Managing Member

A handwritten signature in dark ink, appearing to read 'Mike Christie', is written over a horizontal line.

MIKE CHRISTIE

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On _____, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Lori J. Hirons and Anthony J. Pluta, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument as Mayor and City Clerk, respectively, of the CITY OF ROELAND PARK, KANSAS, the city of the second class therein named, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

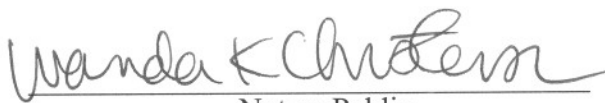
My commission expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On May 24, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Christie, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as a Member of Roeland Park Redevelopment, L.L.C. and acknowledged to me that he executed the same in his authorized capacities, and that by such person's signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My commission expires:

WANDA K. CHRISTENSEN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. Mar. 11, 2008

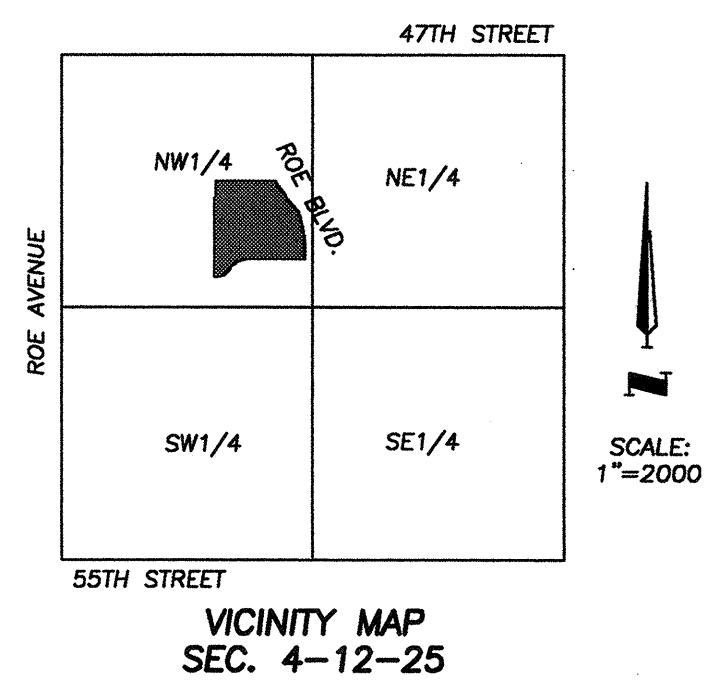
LEGEND OF EXISTING IMPROVEMENTS

- AC = AIR CONDITIONER
- BM = BENCHMARK
- BW = BOTTOM OF WALL
- BP = BRICK POST
- B = BRICK
- CONC = CONCRETE
- DRAIN = DRAIN
- EM = ELECTRIC METER
- FENCE LINE = FENCE LINE
- FF = FINISH FLOOR
- FIH = FIRE HYDRANT
- FLP = FLAG POLE
- FLW = FLOW LINE
- G = GAS MARKER
- GATE POST = GATE POST
- GUY ANCHOR = GUY ANCHOR
- INTERCOM = INTERCOM
- LP = LIGHT POLE
- MB = MAILBOX
- MS = METAL SIGN
- NAIL = NAIL
- PPB = POWER AT FACE OF BUILDING
- PMH = POWER MANHOLE
- PPT = POWER POLE W/ TRANSFORMER
- PPU = POWER POLE W/ UNDERGROUND
- PP = POWER POLE
- SSMH = SANITARY SEWER MANHOLE
- SHRUB = SHRUB
- STNP = STONE POST
- TR = TELEPHONE RISER
- TC = TOP BACK OF CURB
- TA = TOP OF ASPHALT
- TW = TOP OF WALL
- TREE = TREE
- UNDERGROUND CABLE TELEPHONE = UNDERGROUND CABLE TELEPHONE
- UNDERGROUND GAS = UNDERGROUND GAS
- UNDERGROUND POWER = UNDERGROUND POWER
- UNDERGROUND WATER = UNDERGROUND WATER
- UNKNOWN MH = UNKNOWN MH
- WATER AT FACE OF BUILDING = WATER AT FACE OF BUILDING
- WATER FAUCET = WATER FAUCET
- WATER MARKER = WATER MARKER
- WATER METER = WATER METER
- WATER VALVE = WATER VALVE
- WOOD POST = WOOD POST
- YDLT = YARD LIGHT

LEGEND

- 2" ASPHALT SURFACE (TYPE 3) & 5" ASPHALT BASE (TYPE 1)
- 2" ASPHALT SURFACE (TYPE 3) & 6" ASPHALT BASE (TYPE 1)
- 7" REINFORCED CONCRETE PAVEMENT
- CONCRETE SIDEWALK (4")
- 2'-0" CONCRETE CURB & GUTTER (TYPE CG-1)
- 2'-0" CONCRETE CURB & GUTTER (TYPE CG-1 DRY)

BENCHMARK ELEV.=959.69
SQUARE CUT IN SOUTHWEST CORNER THE FIRST INLET NORTH OF THE MAIN ENTRANCE TO VENTURE ON THE WEST SIDE OF ROE BOULEVARD.

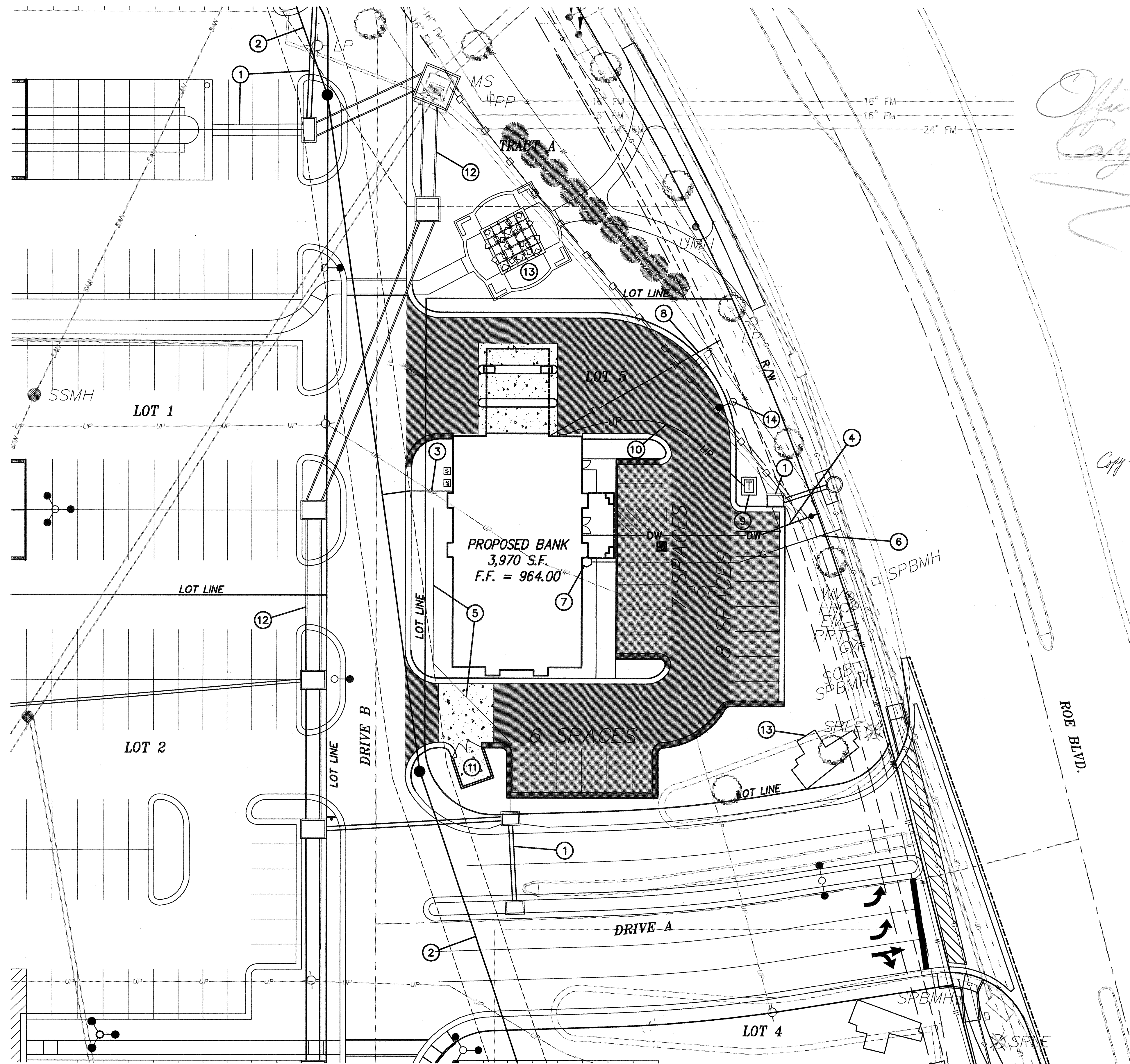


DEVELOPER
ROELAND PARK
REDEVELOPMENT, L.L.C.
13725 W 109TH
LENEXA, KANSAS 66215
C/O MIKE CHRISTIE
PHONE: (913) 498-8000
FAX: (913) 498-8011

ARCHITECT
PIASKOWY+COOPER
14 EAST EIGHTH STREET
COVINGTON, KENTUCKY 41011
C/O JIM KAISER
PHONE: (859) 431-8612
FAX: (859) 431-8611

CONSTRUCTION NOTES

- 1 PROPOSED PRIVATE STORM SEWER. SEE ROELAND PARK SHOPPING CENTER PLANS SHEET C2.00 FOR INFORMATION.
- 2 PROPOSED SANITARY SEWER. SEE ROELAND PARK SHOPPING CENTER PLANS SHEET C3.00 FOR INFORMATION.
- 3 PROPOSED 6" SANITARY SEWER SERVICE LINE. SEE SHEET C1.04 FOR INFORMATION.
- 4 PROPOSED 1 1/2" DOMESTIC WATER LINE. SEE SHEET C1.03 FOR INFORMATION.
- 5 PROPOSED ROOF DRAIN. SEE SHEET C1.03 FOR INFORMATION.
- 6 PROPOSED GAS SERVICE LINE BY KANSAS GAS SERVICE. SEE SHEET C1.03 FOR INFORMATION.
- 7 PROPOSED GAS METER BY KANSAS GAS SERVICE. SEE SHEET C1.03 FOR INFORMATION.
- 8 PROPOSED 4" SCH. 40 PVC TELEPHONE CONDUIT. SEE SHEET C1.03 FOR INFORMATION.
- 9 PROPOSED ELECTRICAL TRANSFORMER. CONSTRUCT PER KCP&L STD. DWG #6295.
- 10 PROPOSED 4" PVC CONDUIT FOR ELECTRICAL SERVICE. SEE SHEET C1.03 FOR INFORMATION.
- 11 PROPOSED TRASH ENCLOSURE. SEE DETAILS SHEET C1.02.
- 12 PROPOSED PUBLIC STORM SEWER. SEE ROELAND PARK SHOPPING PLANS SHEET C5.00 FOR INFORMATION.
- 13 PROPOSED FOUNTAIN BY OTHERS.
- 14 PROPOSED SITE LIGHTING. SEE ELECTRICAL PLANS FOR INFORMATION.



APPROVED
Approved By: [Signature]
Date: 7/1/05

1 Approval given recognizing the 12/22/04 Note from Jim Kaiser of Parkway & Cooper stating the Occupancy limit is 50 and will be posted.

2 Landscaper will work with the City Engineer on Tree Planting details.

3 Fire Hydrant located along Roe Blvd. East of the Parking lot.

4 Memorial Room is sealed + Free Poles.

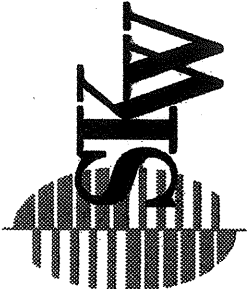
SCALE: 1" = 20'

US BANK - LOT 5 ROELAND PARK SHOPPING CENTER
ROELAND PARK, KANSAS

SITE DEVELOPMENT PLAN

SHEET NO.
C1.00

SHAFER, KLINE & WARREN, INC.
11100 West 91st St., Overland Park, KS 66214
913/888-7800 FAX: 913/888-7888



OTHER OFFICE LOCATIONS:
Ola, KS
Chillicothe, MO
North Kansas City, Mo.
Kansas City, MO
Mecon, MO
Ottumwa, Ia.

Civil Engineers Electrical Engineers Mechanical Engineers Landscape Architects and Surveyors

REVISIONS
NO. DATE BY APP'D

5
4
3
2
1

Designed By: CJP
Drawn By: J.S.
Checked By: GJ
Issue Date: 10-15-04
Job No. 104844

Copyright © 2004-Shafer, Kline & Warren Inc.

10/1/04

10/1/04

10/1/04

**FIRST AMENDMENT TO THE DEVELOPER AGREEMENT FOR BELLA ROE
SHOPPING CENTER**

WHEREAS, the City of Roeland Park, Kansas (the “City”) and Roeland Park Redevelopment, LLC (the “Developer”) entered into a Developer of Record Agreement, Redevelopment Agreement, and substantive amendments for the construction and operation of the Bella Roe Shopping Center (the “Agreement”).

WHEREAS, Developer has requested the City allow elimination of two (2) decorative fountains at the entrance of the Bella Roe Shopping Center;

WHEREAS, the City is amenable to the elimination of the fountains and replacement with decorative landscaping, signage and mosaic art so long as the replacement landscaping is of the quality required to identify Bella Roe Shopping Center as a high quality shopping area;

WHEREAS, Developer has agreed to remove the two fountains and replace the fountains with high quality decorative landscaping, signage and mosaic art which will be installed and maintained to identify and showcase Bella Roe Shopping Center as a first quality destination shopping area.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations in this Amended Agreement, the City and Developer agree as follows:

1. The Parties previously entered into a Development Agreement and substantive amendments allowing for, among other things, development of Bella Roe Shopping Center, Tax Increment Financing (“TIF”), and certain public improvements, such that Developer would construct and maintain a first quality shopping experience within the boundaries of the City of Roeland Park;
2. Developer constructed Bella Roe Shopping Center, which included, per the prior agreements, three decorative fountains in the Bella Roe Shopping Center, which fountains served as features to identify Bella Roe Shopping Center as a first quality shopping area;
3. Due to ongoing maintenance concerns and costs, Developer desires to modify the existing Agreement to remove the two fountains and replace the fountains with high quality decorative landscaping, shopping center signage and mosaic art incorporated into the signage. The fountains as they exist are as depicted on **Exhibit 1**, attached hereto.
4. Developer proposed to remove the fountains and replace them with decorative shopping center signage, mosaic art and landscaping and other plantings, which are described in more detail as set forth in **Exhibit 2**.
5. The City will allow the replacement of the fountains with as described in Exhibit 2, so long as Developer maintains the artwork and landscaping in a fashion to continue to identify and highlight Bella Roe Shopping Center as a first quality shopping area.

6. All references in the prior Agreement to fountains is hereby removed and understood that the three fountains as depicted in Exhibit 1 shall be replaced with landscaping as depicted in Exhibit 2.

7. Except as expressly modified hereby, the prior Agreement remains unmodified and in full force and effect. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

CITY OF ROELAND PARK, KANSAS

By: _____

Print Name: _____

Title: _____

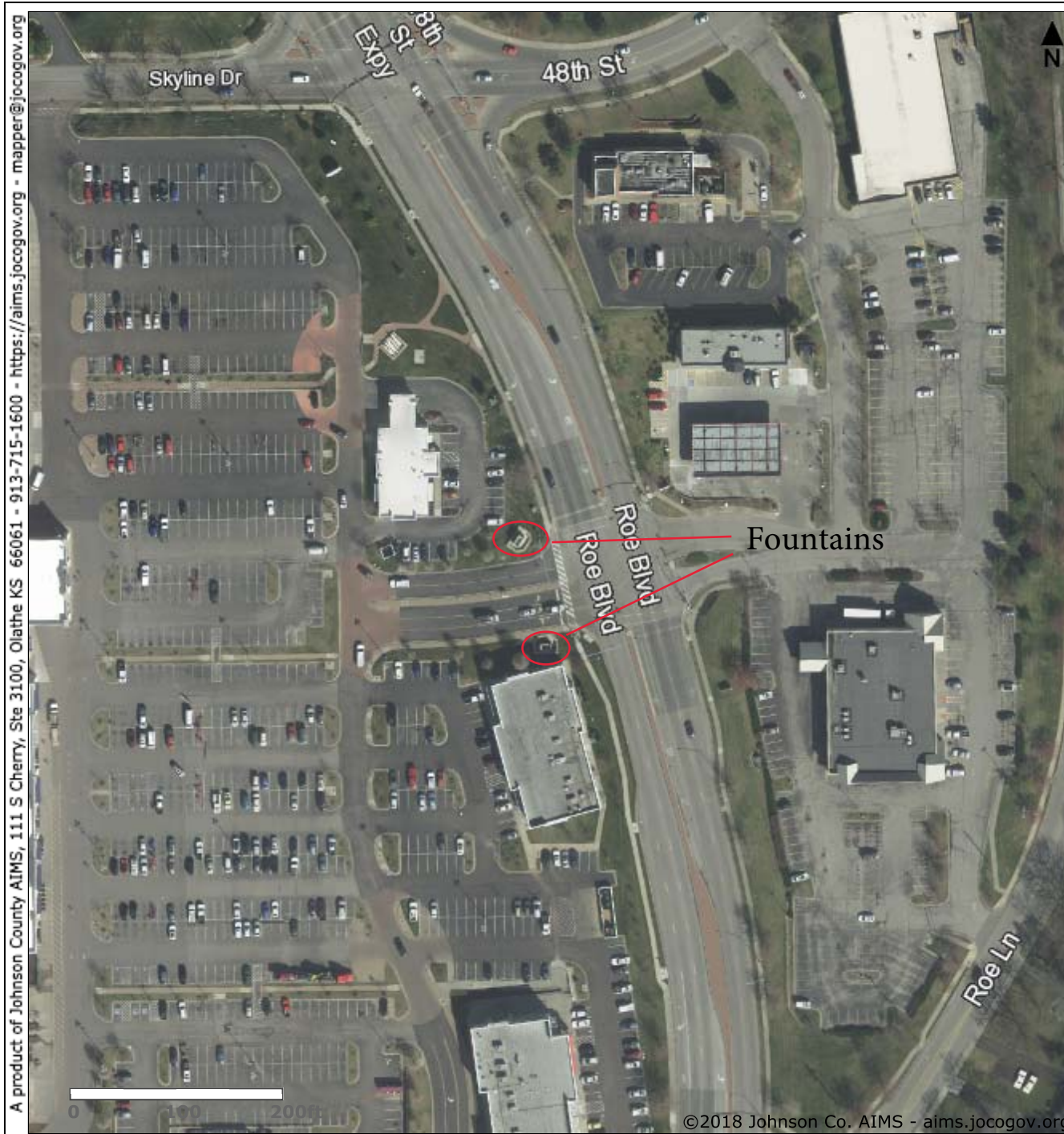
ROELAND PARK REDEVELOPMENT, LLC

By: _____

Print Name: _____

Title: _____

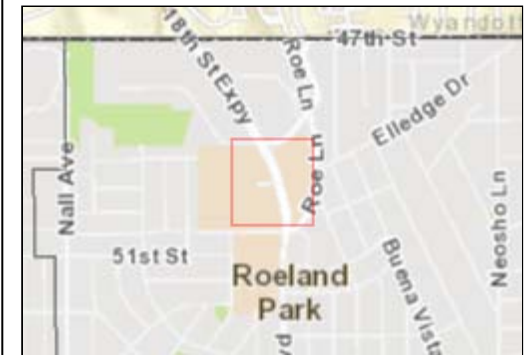
Exhibit 1 - Fountain Locations and Current Images



Johnson Co AIMS Map

LEGEND

AIMS Imagery: Current Imagery (2016)



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.

JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping

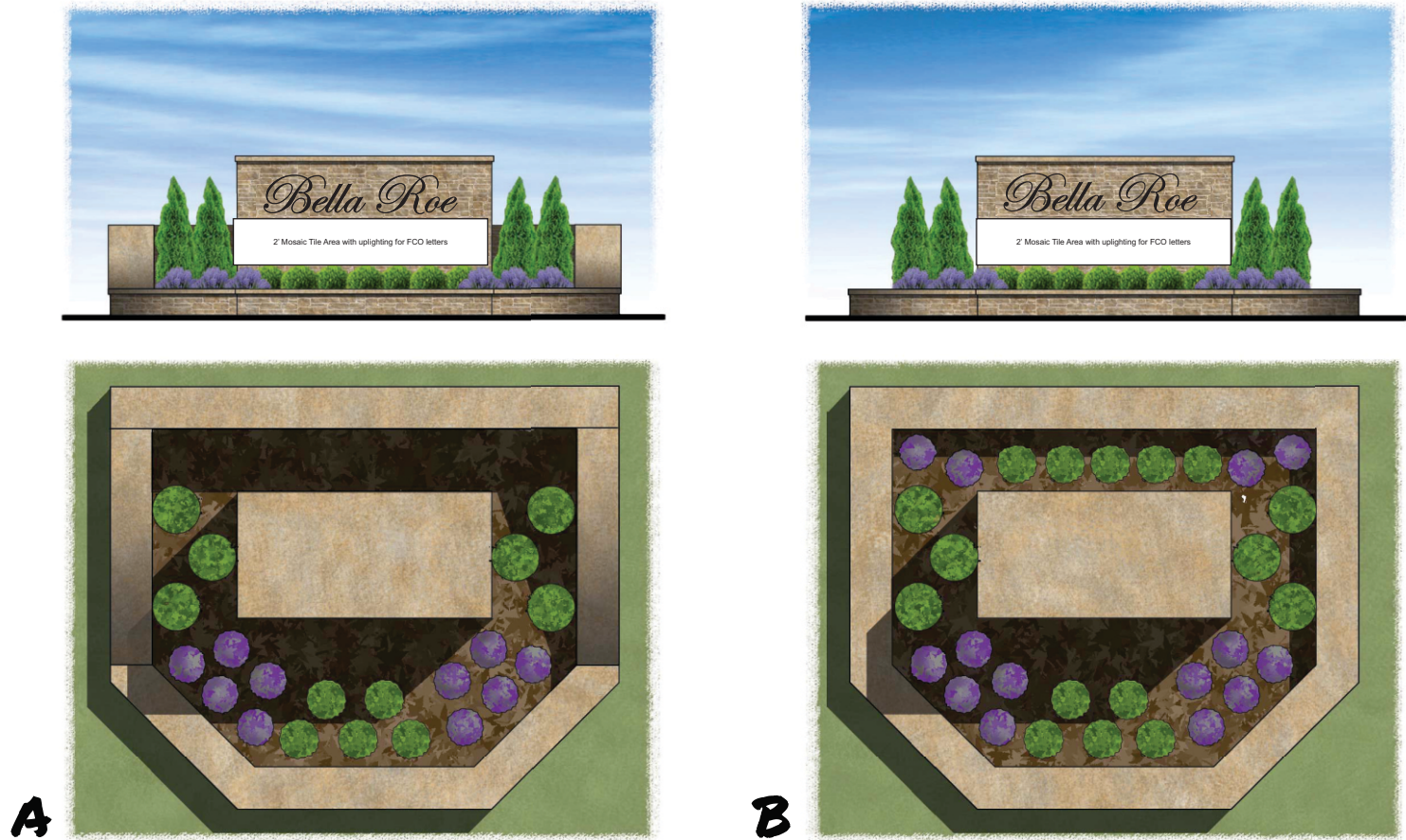
7/12/2018



North Fountain



South Fountain



PLANT PALETTE



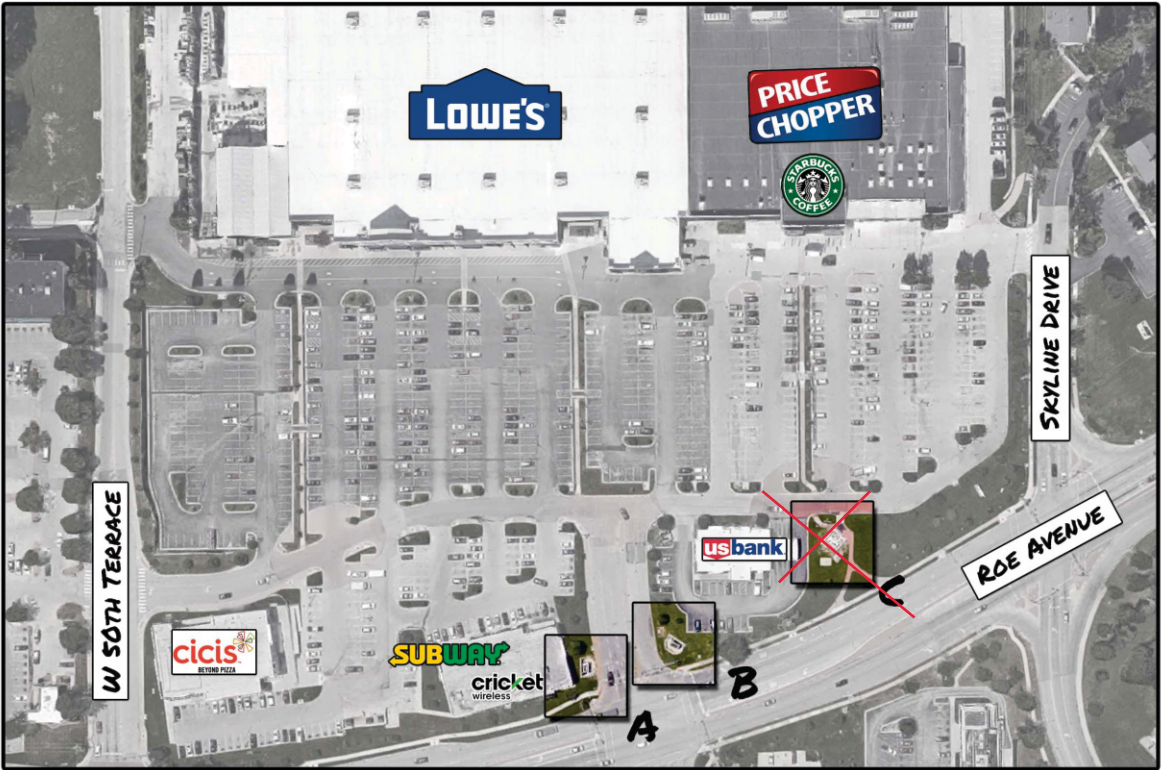
EMERALD GREEN ARBORVITAE



RUSSIAN SAGE



BOXWOOD WINTER GEM



Item Number: New Business- VII.-A.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/4/2018
Submitted By: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director
Committee/Department: Admin
Title: **Filming on Public Land and Amendment to the Fee Resolution**
Item Type: Resolution

Recommendation:

To approve permit process and policy for filming on public property within the City of Roeland Park. To allow the current request to be allowed pending an application and notification of neighbors.

Details:

Staff received a call last week from a former resident who wants to shoot an indie film in R Park for three days in March. He inquired about applying for a permit. Since this is the first time we have received this request to my knowledge, we have no permit process in place. The purpose of this report is to determine:

1. If this Governing Body wants to establish a permit process and policy associated with filming for commercial purposes on public grounds;
2. What parameters you would like to establish to allow such activities to take place, such as allowable hours, notifying neighbors, etc.

To help guide this discussion, applications and policies from other communities that have these permits in place are attached. JCPRD also has a permit process where they charge \$60/hour for residents and \$80/hour for nonresidents for commercial photography and filming. They do not have a formal application but just require a letter explaining the use. Also attached is a draft application for Roeland Park. If the Council would like to create a process, staff recommends the following be included:

- Notification of neighbors: If the filming is set to take place in a public setting such as a park or a City sidewalk where residents who live within 100 feet of the setting could be disturbed, they must be notified via mail.
- Permit fee: A fee (\$100) should be established to cover the cost of mailings and associated

staff time.

- Time Limit: The fee should cover up to five days with any additional time requiring another fee and permission from the City Administrator or a designee.
- Insurance: State in the application that the City may require general liability insurance if the nature of the filming requires it. This should be determined on a case-by-case basis.
- The applicant will need to get waivers from any park user or bystander who will be used in the filming process.

The current request aims to film in the evening with a crew of 10-12 people for three nights in March. They would like to shoot between the hours of 8 p.m. and midnight two of the nights and start at 6 p.m. going until midnight on one of the days to attain some daylight. This would require the operation of lights, generators, and possible noise until midnight. However, no amplification will be necessary. David Harris, the person requesting the permit will be at the meeting to answer any questions you may have.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Draft Film Permit Application for RP	Exhibit
☐ Overland Park Filming Policy	Exhibit
☐ Kansas City Parks and Recreation Application	Exhibit
☐ JCPRD - Special Use Policy (includes filming)	Exhibit
☐ Mission Hills Application/Policy	Exhibit
☐ Resolution 663 - Fee for Filming	Resolution Letter



Video/Film Permit Application

A permit is required for commercial/promotional filming on public land in Roeland Park. If the filming is part of an official City event or sanctioned by the City, no permit is required. If you are shooting for personal use, you do not need a permit. You will need a permit if your shooting will impact others and/or the environment, if you are using the public space in a different way than it is intended (such as for a studio, or set), if you are shooting with a drone, or you are filming for commercial purposes after park hours of dawn until dusk.

Please complete the following application. An application fee of \$100 will be required prior to approval. If additional staff time is requested, such as police presence, the applicant will be charged for staff time associated with their use. Permits are good for five days. Any request beyond that will require an additional fee and permission from the City Administrator or a designee. If the filming takes place within 100 feet of residential properties, City staff will notify those residents. The City reserves the right to deny the permit if it deems the operation will be disruptive to citizens or will cause a disturbance.

Location of Filming: _____

Shoot Date(s): _____ Backup Date(s): _____

Provide setup and tear down times for each date: _____

Number of people involved in shoot: _____ Equipment used onsite: _____

Purpose and Description of Shoot: _____

Please describe any special requests (diversion of traffic, barricades, etc): _____

Applicant Information:

Applicant Name: _____

Company/Agency Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person Full Name: _____

Contact Person Cell #: _____ Email: _____

RESOLUTION NO. 4049

A RESOLUTION ESTABLISHING FEES FOR VIDEO AND PHOTOGRAPHY AT THE ARBORETUM AND BOTANICAL GARDENS, THE DEANNA ROSE CHILDREN'S FARMSTEAD AND CITY PARKS; AUTHORIZING RULES AND PROCEDURES FOR VIDEO AND PHOTOGRAPHY; RESCINDING RESOLUTION NO. 3577.

WHEREAS, the City of Overland Park, Kansas, owns and operates the Arboretum, the Children's Farmstead and multiple City parks for public recreation purposes; and

WHEREAS, the City establishes and administers rules, regulations and fees for use of said facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OVERLAND PARK, KANSAS:

- A. Permit and Fee Requirement - A permit shall be required for all commercial, professional, portrait or posed video/photography activities at the Arboretum, the Children's Farmstead and City parks. The permit fee for the Arboretum and the Children's Farmstead shall be \$25 per hour; provided, however, an annual permit can be obtained for \$400. The permit fee for City parks shall be \$50 per permit (no permit shall extend beyond 5 days without the approval of the Director of Parks Services or the Director's designee). All video/photography activities of this nature without a required permit are prohibited.

Commercial, professional, portrait or posed video/photography activities are defined as any video/photography activity that involves:

1. The taking of any video/photography for a fee or other consideration or with the intent to create any video/photography to be sold or distributed for consideration;
2. Setting up, carrying or using any equipment such as a tripod, medium or large format camera, long lenses, light meter, strobes, interchangeable lenses, reflectors or other equipment not normally carried or used by casual visitors to the facility;
3. Product or service advertisements;
4. The use of models, sets, changes of clothes or props;
5. The occupancy of an area or space longer than normal or usual visitors, or requires other visitors to move or be diverted from their intended path of travel;
6. Entering into prohibited areas;
7. Disrupting or interfering with the public use and enjoyment of any area of the facility; or
8. Creating any risk of harm to the natural resources.

- B. Exemptions - The permit and fee requirement shall not apply to any video/photography activities that are:

1. Conducted by normal or usual visitors of the facility for casual or tourist purposes and which do not meet any of the categories set forth above in the definition of commercial, professional, portrait or posed video/photography activities;

2. Conducted or sponsored by the City; and
3. Conducted or sponsored by the Arts and Recreation Foundation of Overland Park.

C. Rules and Regulations

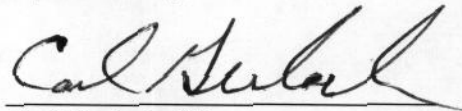
1. The Director of Parks Services is authorized to adopt Rules and Regulations to govern the time, location, manner and conduct of all video/photography of any kind within the Arboretum and City parks, as well as to implement the permit and fee requirements established by this Resolution.
2. The Director of Recreation Services is authorized to adopt Rules and Regulations to govern the time, location, manner and conduct of all video/photography of any kind within the Children's Farmstead, as well as to implement the permit and fee requirements established by this Resolution.
3. Persons damaging any facility from or related to any type of video/photography activity shall be held responsible.

D. Resolution No. 3577 is hereby rescinded.

This Resolution shall take effect and be in force from and after the 13th day of January, 2014.

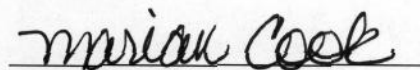
ADOPTED by the Governing Body this 13th day of January, 2014.

APPROVED AND SIGNED by the Mayor this 13th day of January, 2014.



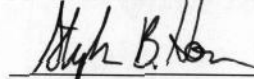
Carl Gerlach, Mayor

ATTEST:



Marian Cook
City Clerk

APPROVED AS TO FORM:



Stephen B. Horner
Senior Assistant City Attorney

Photo/Film/Video Permit Form

Do I need a permit? A permit is required for still and video commercial/promotional shoots. If the photos are for a permitted event in the park, no additional Photo/Film permit is required. If you are shooting for personal use, you do not need a permit. You will need a permit if your shooting will impact others and/or the environment, if you are using the public space in a special/different way than it is intended (ie. as a studio or set) or if you are shooting with a drone. Permit fees and insurance needs will be determined upon review of the completed request form.

If you are requesting a permit for a photo shoot in [Shoal Creek Living History Museum in Hodge Park](#), please complete the form on their web page.

Per City of Kansas City, Missouri Ordinance 50-163, business cannot be conducted on Park or City property without a permit from the appropriate Board.

KC Parks Media & Film/Photo Shoot Permits contact: [Heidi Markle](#), 816-513-7527

Please complete this form. Following review/approval by KC Parks staff, a permit fee will be determined and the permit issued upon receipt of payment and insurance (if requested). A minimum of five (5) business days is required to process a photo/film/video shoot permit request.

Park/Facility Requested

Specific Location

Shoot Date

Backup Shoot Day and Date (if applicable)

Time of Set-up

 : : :

Time of Shoot

 : : :

Length of Shoot (number of hours)

Time of Break-down

 : : :

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Applicant Information

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United States

Contact Person Full Name

□ □ □ □ □

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Contact Email

Kansas City, Missouri Parks and Recreation.

Check or money order contributions shall be made payable to Kansas City, Missouri Parks and Recreation. Please mail payment to: Kansas City, Missouri Parks and Recreation–Marketing and Permits Division, 4600 East 63rd Street Kansas City, Missouri 64130. Payment must be received prior to shoot.

Recognize the City of Kansas City, Missouri Parks and Recreation as a credit in the finished product (if applicable).

Your shoot may require insurance; commercial general liability with limits of \$1 million per occurrence and \$2 million aggregate, written on an “occurrence” basis, listing the City of Kansas City, Missouri as the additional insured. Need for insurance is determined on a case-by-case basis. A rider will need to be provided prior to issuance of a permit if it is determined insurance is needed.

Insurance Company

Insurance Policy #

1. SPECIAL USE PERMIT POLICY

To avoid disputes over use of park areas, roadways or facilities not normally reserved, individuals or groups requesting special use or reservation of any of these areas may make application for reserved use within the following guidelines for consideration by the Superintendent of Parks & Golf Courses. Some requests may require Johnson County Park and Recreation District Board approval. In addition, any request for reserved use of a park area or facility involving fifty (50) or more individuals, which could impact the public's enjoyment of that park area or facility, other than those requests made specifically for use of a shelter, will require a Special Use Permit.

1.1. PROCEDURES

- A. All requests must be submitted in writing no later than 60 days prior to the date requested. Any requests that are received that do not provide a workable timeframe for review and processing will not be considered.
- B. All requests shall contain the following information:
 - 1. Name, address, phone number(s), e-mail address and fax number of individual making request. In the case of an organization, the name, address, phone number, and fax number of the organization shall also be included.
 - 2. Detail of location or facility being requested, including dates and times desired.
 - 3. Purpose of the request (to include all activities being planned).
 - 4. Estimated number of participants involved in the Special Use activity. JCPRD has the right to limit the number of participants for an event due to parking availability and impact on other park/trail users.
 - 5. A statement addressing whether or not the planned activity or use is for commercial or profit purposes. Carnivals and gambling are not allowed.
 - 6. A statement addressing whether or not fees will be collected on site for the Special Use activity. Any proposed fees for participation shall have prior JCPRD approval.
 - 7. A statement addressing whether or not the existing facility will be adequate for the planned usage and, if not, what additional facilities, items or services will be required (i.e., portable toilets, parking, tents, electricity, barricades, trash receptacles, etc.).
- C. Permits will be issued or denied to organizations or individuals based on an appraisal of the information provided and the anticipated impact to the facility, park area and/or adjacent property owners.
- D. No permits for bicycle races will be considered on JCPRD trails or roadways without JCPRD Board approval for a full or partial park closing or as it relates to JCPRD-sponsored activities.
- E. Those obtaining a Special Use Permit may be required to pay additional fees for signage, to alert other patrons in advance of an activity in an area of a park or at a facility that is typically used by the general

public, or for other items or services required by JCPRD for an event (such as barricades, trash receptacles, portable toilets, special mowing, Park Police assistance, etc.) due to the number of participants involved (See Fees & Charges/Permits section of this manual).

- F. A refundable Turf Damage Deposit may be required for events being held in areas that could sustain damage that would require repair or replacement of sod (see Fees & Charges/Permits section of this manual).
- G. All current JCPRD Code of Regulations shall be observed.
- H. JCPRD has the authority to cancel the Special Use Permit for any violations of permit requirements or JCPRD Code of Regulations. In such cases, all prepaid fees will be retained by JCPRD.
- I. JCPRD reserves the right to cancel any permit due to severe or potentially dangerous weather conditions. Any prepaid fees will be refunded or applied to an approved alternate date.
- J. Should Park Police services be required, a fee shall be assessed for each Park Police Officer or Supervisor (see Fees and Charges/Permits section of this manual).
- K. The sponsoring individual or agency shall obtain and continuously maintain comprehensive general liability insurance covering the sponsor and Johnson County Park and Recreation District from liability that may arise from activities involved with the special event. Said policy shall be issued by a company duly authorized to do business in the State of Kansas and, if mutual, shall be non-assessable. Said policy shall provide for a liability limit of not less than \$1,000,000 per accident or occurrence with an aggregate limit of not less than \$2,000,000 (different for local units of government). Said policy shall include proof of Workers' Compensation coverage, if company staff are performing work on JCPRD property, as well as proof of Automobile coverage for not less than \$1,000,000, if company vehicles are being used on JCPRD property. The form of the policy shall be acceptable to JCPRD and the sponsor shall provide JCPRD with a copy of the proposed policy for review as soon as possible. The sponsor shall provide JCPRD with a certificate evidencing the issuance of such policy not later than 45 days prior to the event. Failure to provide such insurance coverage shall be grounds for the immediate termination of event approval. Johnson County Park and Recreation District shall be named as a "Certificate Holder" and "Additional Insured" for the event(s), which shall be noted within the "Description" portion of the Certificate of Insurance.
- L. The JCPRD Board will not approve more than a total of one special event per park, per day, utilizing weekdays or weekend days. Priority will be given to events held on weekdays and events that will be completed by 10 a.m. on either weekdays or weekends.
- M. Fees will be charged for each Special Use Permit as per the Fees and Charges/Permits section of this manual, which will be required within 15 days of the approval of event date to hold the date & venue, with a follow-up payment due within 10 days following the event, when applicable for walk-a-thons or comparable events.
- N. A Processing Fee will be charged for any date changes for an event or cancellation per Fees and Charges.

- O. There will be a reprinting fee, for any date change, for signage already printed, when applicable. The full signage fee will be retained in the case of an event cancellation when signs have already been printed (refer to Fees and Charges/Permits section).

The above guidelines apply to all requests other than JCPRD-sponsored events. Unusual requests, as determined by JCPRD staff review, may be forwarded to the JCPRD Board for consideration.



APPLICATION FOR COMMERCIAL FILMING/PHOTOGRAPHY

City Code specifies that those individuals and companies who intend to engage in commercial filming activities in Mission Hills, and exceed any of a set of conditions (enumerated in attachment) must obtain a permit from the City before any filming-related activities begin. Failure to comply can result in a fine not to exceed \$500 each day that a valid permit is not secured.

Please Type or Print Legibly in Ink

1. Film/Photography Company _____

2. Production Contact Person Name: _____

Address: _____ Telephone(s): _____

_____ Pager/Mobile: _____

3. Description of Property: Location of public or private property on which proposed filming/photography is to be performed (by street address or geographic location).

4. Description of Proposed Activity

A. Please describe the general purpose and intention of the filming/photography activity, including personnel involved

B. Date(s) of Filming/Photography _____ to _____

Hours of Filming/Photography ____:____ to ____:____

C. Number of Vehicles Required (refers to any size or type of vehicle that is in any manner connected with the filming/photography activity) _____

Types/sizes of vehicles required:

D. Please describe the proposed parking arrangements for all vehicles related to the activity (on-street parking, off street-parking, etc.). _____

E. Does the activity require any diversion or blockage of traffic?

Yes___ No ___

If yes, please explain. _____

F. Does the filming/photography activity have the potential for creating a hazardous situation? (See below for definition of "hazardous situation".) Yes _____ No _____

If yes, please explain. _____

5. Hazardous Situation (as defined by the City Code) Any condition created by or attributed to the commercial filming activity which in any manner constitutes a hazard to public safety or creates a substantial risk of injury to persons or property, including but not limited to the use of firearms, fire-related special effects, explosives, herbicides defoliants, or vehicles operated in a manner that interferes with normal traffic flow.

6. Additional Information and Drawings The application for commercial filming activity shall consist of any other information or drawings which the City Administrator may require, including but not limited to a sketch of the site location and layout of the proposed filming activity, evidence of public liability insurance, and consent of directly affected property owners.

7. The undersigned hereby acknowledges that this application is subject to approval by the City Administrator, and no filming or photography shall begin until this application is so approved.

All information submitted in this application by the undersigned is true and correct.

Signature of applicant

Date

Name of applicant printed or typed

NOTE: Action will be taken on this application within 15 days of its filing. The fee for the permit shall be charged in accordance with the schedule of fees established by the City Council. Any permit application which is denied will state the reasons for denial. The applicant shall have the right to appeal any denial of an application or attachment of conditions to which the applicant objects. An appeal must be filed in writing with the City Clerk within 15 days of the denial or date of decision being appealed.

FOR OFFICE USE ONLY:

Application **APPROVED / DENIED** (Circle one) If approved, the fee is \$ _____

Additional conditions required/Reasons for denial: _____

City Administrator

Date

Commercial Filming/Photography Activity Permit Process and Application Information

Commercial filming, as defined by the Code, means any photography, filming, video, or other photographic process at any location within the City, including preparation and cleanup of a location, for a commercial purpose. The permit process for commercial filming activities and, more generally, this section of the Code, is intended to protect those residents who may suffer adverse effects from such filming activities. These regulations are adopted to protect the health, safety, morals, comfort and general welfare, and conserve the values of property throughout the City.

The Code lists a set of conditions that provide an objective basis for determining if a particular commercial filming activity requires a permit. If the filming activity surpasses any one of the following conditions set forth by the Code, a member of the filming company must apply to the City for a permit:

1. The activities will involve more than three (3) vehicles of any size or any vehicle larger than $\frac{3}{4}$ ton.
2. The activities will occur outside the times of 9:30 a.m. and 4:30 p.m.
3. The activities involve more than five persons.
4. The activities involve the use of the public right-of-way (any street, curb, sidewalk, island, boulevard, parkway, park or other property owned, controlled or maintained by the City).
5. The activities involve any diversion or blockage of traffic within the city limits.
6. The activities may create a hazardous situation (please see application form for definition).

The application for a commercial filming permit shall be approved by the City Administrator within fifteen (15) days after its filing, unless it has been determined by the City Administrator that engaging in the proposed commercial filming activity would:

1. Constitute a hazardous situation and adequate safety precautions cannot be made to ensure public safety;
2. Last more than one month;
3. Require or involve the use of public right-of-way, City-owned property, overnight on-street parking, diversion of traffic, and the City Administrator has not consented in writing to such activity; or
4. Interfere with or endanger the public peace or the rights of the residents of the City to the quiet, peaceful, and unmolested enjoyment of their property.

Using Public Areas:

1. No alcoholic liquor can be consumed on or around the public park premises.
2. No stakes can be placed in the grounds of the public park, including tents or similar structures.
3. No confetti, rice or any other substance may be thrown on the ground.
4. Nothing can be placed in the fountains (including, but not limited to items such as dye, floating candles, bubbles, flower petals, etc.)
5. Nothing can be placed on or affixed to any statuary, structures, or trees.
6. The property adjacent to the Verona Columns Park is privately owned – trespassing violations will be enforced. Please see the attached map – the property immediately behind (to the south of) the columns and the hedge is private property.

RESOLUTION # 663

**A RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES
TO TAKE EFFECT September 17, 2018**

WHEREAS, the City Council has determined it is proper to review and update a schedule of fees;

WHEREAS, the City Council of the City of Roeland Park, Kansas, previously adopted fees by ordinance and now seeks to do so via resolution;

WHEREAS, these fee schedules for the Police Department and City Hall will remain in place until a new resolution is adopted by the City Council;

NOW THEREFORE be it resolved by the governing body of the City of Roeland Park, Kansas, that the following Schedule of Fees and Charges shall take effect on **September 17, 2018**.

City of Roeland Park, Kansas Schedule of Fees and Charges

BOUND REPORTS AND OTHER PUBLICATIONS

Budget	Available online Free	\$12.00
Annual Financial Report	Available online Free	\$25.00
Comprehensive Plan	Available online Free	\$15.00
Municipal Code (Hard Copy)	Available online Free	\$85.00
Municipal Code (CD)	Available online Free	\$5.00
Zoning and Subdivision Regulations	Available online Free	\$10.00
Zoning Maps	Available online Free	\$5.00

BUSINESS LICENSE (Chapter 5)

Adult Businesses		
Entertainment License		\$250.00
Manager's license		\$20.00
Entertainer's license		\$20.00
Server's licenses		\$20.00
Amusement Devices		
Operator License		\$100.00
Distributor License		\$200.00
Home Occupational License		\$40.00
Massage Establishments		\$150.00
Massage Therapist		\$50.00
		\$80.00
Non-Domicile License	½ Year Prorate	\$40.00
Payday Loans		\$1,000.00
Peddlers, Solicitors		\$20.00 per day per person
Businesses with permanently established house to house or wholesale business shall receive such license upon the payment of \$50.00 for any year.		
Rental License		
	Single/Duplex (Per Unit)	\$75.00
	Multi-Family (Per Square Foot of living space)	\$0.04

Retail/Office Space	
Square Footage	License Fee
0 — 499 sq.ft.	\$50.00
500 — 999 sq.ft.	\$65.00
1,000 — 1,999 sq.ft.	\$100.00
2,000 — 2,999 sq.ft.	\$125.00
3,000 — 3,999 sq.ft.	\$150.00
4,000 — 4,999 sq.ft.	\$180.00
5,000 — 5,999 sq.ft.	\$210.00
6,000 — 6,999 sq.ft.	\$230.00
7,000 — 7,999 sq.ft.	\$290.00
8,000 — 8,999 sq.ft.	\$360.00
9,000 — 9,999 sq.ft.	\$430.00
10,000 — 10,999 sq.ft.	\$500.00
11,000 — 12,999 sq.ft.	\$560.00
13,000 — 14,999 sq.ft.	\$620.00
15,000 — 17,999 sq.ft.	\$710.00
18,000 — 20,999 sq.ft.	\$780.00
21,000 — 24,999 sq.ft.	\$950.00
25,000 and over sq.ft. —	\$950.00 + \$30/1000 sq.ft.
Service Station	Retail/Office Space Schedule + Pump Fee \$10 per handle
Solid Waste/Trash Trucks	\$50.00 Per Truck

FRANCHISE FEES

Telecommunication franchise application (one-time fee)	\$2,000.00
Telecommunication franchise renewal (one-time fee)	\$1,000.00
Cable franchise application	\$2,000.00
Cable franchise renewal	\$1,000.00
Utility franchise application	\$2,000.00
Utility franchise renewal	\$1,000.00
Annual franchise fee (Wireless Infrastructure Provider)	5% Gross Receipts
Annual franchise fee (Wireless Services Provider)	\$25.00 per pole/antenna on an annual basis
Pole attachment fee	\$45.00 per pole/antenna per month
Inspection fees	\$25 per installation site
Unauthorized attachment penalty fee	3x annual conduit rental fee, per occurrence
Failure to timely transfer, abandon or remove facilities fee	1/5 annual conduit rental fee, per linear foot, first 30 days; The annual conduit rental fee per day, per linear foot, second 30 days and thereafter

LICENSE FEES

<i>Alcohol and Liquor</i>		
CMB Licenses	Consumption on premises (Includes State Stamp) Fee Set By State	\$200.00
CMB Licenses	Non Consumption on premises (Includes State Stamp) Fee Set By State	\$75.00
Liquor Store (Occupational Tax)	Fee Set By State Annual license fee	\$300.00
Liquor Store (Occupational Tax)	Fee Set By State Biennial license fee	\$600.00
Temporary Liquor or CMB	Fee Set By State Annual license fee	\$25.00
Change of location (CMB)	Fee Set By State Annual license fee	\$50.00
Fireworks - Application for Public Exhibition (7-408 refunded if denied)		\$100.00
Garage Sale Permit		\$5.00
<i>Pet Licenses (Chapter 2)</i>		
Chickens/Hens:		
New Applications		\$80.00
Renewal		\$20.00
Dogs/Cats:		
Spayed/Neutered - Annual Tag		\$10.00
Not Spayed/Neutered - Annual Tag		\$25.00
Late charge on Dog/Cat Tags		
30 days but less than 60 days, following the expiration of the registration period		\$5.00
60 days but less than 90 days following the expiration of the registration period		\$10.00
90 days or more following the expiration of the registration period		\$20.00
Replacement Tag		\$1.00
Special Pet Permit - Dogs/Cats (More than 2 of each) - Annual		\$100.00
Tennis Court Reservation Fee		
Resident \$7.00 per hour per court Non-Resident \$10.00 per hour per court		

OTHER FEES

<i>Administration</i>	
Copies (items readily available)	\$0.25/Per page
Copies (all other items)	\$0.25/page + staff cost
Copies to CD	\$5.00/CD
Research Fee	\$35.00 per hour
Second Reinspection of Rental Property	\$40.00 per inspection
Filming/Video Recording on Public Land for commercial use	\$100 per five (5) day permit
<i>Court/Police</i>	
Copies:	

Accident Reports & Pictures	\$10.00
DUI Report & Video	\$30.00
Fax	\$5.00
Offense Reports & Pictures	\$10.00
	\$10.00
Video only (per disc)	\$25.00
Fingerprinting - Residents	\$5.00
Fingerprinting - Non-Residents	\$25.00
Clerk Research Fee	\$35.00 per hour
Returned Check Fee	\$40.00

PERMITS

After hours inspection fee	\$50.00 per hour; minimum 2 hours
House Moving	\$40.00
Portable Storage Unit/Dumpster	\$20.00; If purchased after delivery \$30 penalty

Building Permits - Remodeling/Tenant Finish	
Value of Work	
\$.00 - 1,000	\$20.00
\$ 1,000.01 - 1,200	\$45.00
\$ 1,200.01 - 1,300	\$48.00
\$ 1,300.01 - 1,400	\$51.00
\$ 1,400.01 - 1,500	\$54.00
\$ 1,500.01 - 1,600	\$57.00
\$ 1,600.01 - 1,700	\$60.00
\$ 1,700.01 - 1,800	\$63.00
\$ 1,800.01 - 1,900	\$66.00
\$ 1,900.01 - 2,000	\$69.00
\$ 2,000.01 - 10,000	\$ 69.00 for the first \$2,000 plus \$20.00 for each additional \$1,000 or fraction thereof (with the cost rounded up to an even dollar amount)
\$ 10,000.01 - 15,000	\$245.00
\$ 15,000.01 - 20,000	\$290.00
\$ 20,000.01 - 25,000	\$325.00
\$ 25,000.01 - 50,000	\$ 325.00 for the first \$25,000 plus \$5.00 for each additional \$1,000 or fraction thereof (with the cost rounded up to an even dollar amount)
\$ 50,000.01 - 100,000	\$ 450.00 for the first \$50,000 plus \$4.50 for each additional \$1,000 or fraction thereof (with the cost rounded up to an even dollar amount)
\$100,000.01 and higher	\$ 675.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof (with the cost rounded up to an even dollar amount)

Building Permits - Single/Duplex Family Dwellings - Flat Fee Permits + Addendums and Plan Review*Building Permit New Construction Residential \$.20/Square Foot*

Residential Permitting Flat Fee Addendum

Electrical – up to 3 dwelling units flat fee	\$150 per service; 4 dwelling units and above - \$50/unit
Plumbing – up to 3 dwelling units flat fee	\$100 per service; 4 dwelling units and above \$50/unit
HVAC – up to 3 dwelling units flat fee	\$100 per service; 4 dwelling units and above \$50/unit

Building Permits – Commercial Construction - Flat Fee Permits + Addendums and Plan Review*Building Permit New Construction Commercial \$.35/Square Foot*

Commercial Permitting Flat Fee Addendum

Electrical	\$150 plus \$3.50 per 100 sf of total floor area
Mechanical (includes plumbing) – Use Groups A, B, E, I, M, R	\$150 plus \$4.50 per 100 sf of total floor area
Mechanical (includes plumbing) – Use Groups F, R, H, S, U	\$150 plus \$200 per unit (NO DUCT WORK)
Mechanical – <i>if adding duct work to existing shell</i>	\$150 plus \$2.50 per sf of duct work

Plan Review		
	Residential	\$100 for each \$10,000 increment, plus \$5 for each additional \$1,000 or fraction thereof <i>OR</i> the cost to the City for Third Party review, whichever is greater and as required.
	Commercial	65% of total building permit fee <i>OR</i> the cost to the City for Third Party review, whichever is greater; \$50 minimum
Fees for Stand Alone Items:		
	Driveway	\$100.00
	Electrical (upgrades)	\$50.00
	Fence	\$40.00
	Foundation Repair	\$125.00
	Full HVAC Replacement (includes AC and Furnace)	\$125.00
	Furnace and AC (separate)	\$65.00
	Furnace and AC (separate) in a multi unit dwelling	\$45.00
	Water Heater	\$20.00
	Water Heater in a multi unit dwelling	\$15.00
	Roof Replacement	\$130.00
	Waterline	\$75.00
Demolition Permit		
	Value of Work	

\$.00 – 200	\$20.00
\$ 200.01 -1,500	\$40.00
\$ 1,500.01 - 7,000	\$100.00
Demolition Permit (cont)	
\$ 7,000.01 - 50,000	\$ 100.00 for the first \$7,000 plus \$2.50 for each additional \$1,000 or fraction thereof
Over 50,000	\$ 7,000 plus \$2.50 for each additional \$1,000 \$350 for the first \$50,000 plus \$2.50 for each additional \$1,000 or fraction thereof.
Plan Review	
Residential 10% of total building permit fee; \$25.00 Minimum	
Commercial 65% of total building permit fee; \$50.00 Minimum	
Re-inspection Fee Building Permit	\$40.00 each
Sign Permits *	
For new, rebuilt or altered signs	\$100.00 for the first 100 square feet and \$10.00 for each 100 square feet or portion thereof in excess of 100 square feet.
Renovation of an existing sign	\$50.00.
On all Building Permits - Fees doubled if permit not purchased before work commences	
BUILDING PERMIT FEE REFUNDS.	
(a) The full amount of any fee paid hereunder that was erroneously paid or collected.	
(b) Not more than seventy-five (75%) percent of the permit fee when no work has been done under a permit issued in accordance with this code.	
The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than sixty (60) days after the date of the fee payment.	

SPECIAL EVENTS PERMITS

Type 1 - Fund raising or non-commercial events held outside an enclosed permanent structure for non-profit religious, educational or community service organizations that periodically and routinely operate in the city; including any on-site signs and structures in conjunction with the event	No Cost
Type 2 - Seasonal Sales, including Christmas tree sales, garden centers, farmers' markets (1 Per year)	\$50.00
Type 3 - Promotional activities or devices intended to attract attention to a specific place, business, organization, event or district such as banners as defined in Section 16-903(e) hereof, and attention-attracting devices as defined in Section 16-903(c) hereof (Up to 10 per year)	\$50.00
Type 4 - Significant commercial activities intended to sell, lease, rent or promote specific merchandise, services or product lines, such as tent sales, trade shows, or product demonstrations; (Up to 10 per year)	\$50.00
Type 5 - Significant public events intended primarily for entertainment or amusement, such as carnivals, concerts or festivals. (up to 10 per year)	\$75.00

STREETS & SIDEWALKS

Curb Cut Permit	\$85.00
Excavation	
Streets without non-woven fabric	\$85.00 + See 13-203
Streets containing non-woven fabric	See 13-204
Parade Permits	\$150.00
Right-of-Way Permit	\$85.00

WEED/NUISANCES

Mowing	1st Offense	\$125.00 Minimum
	2nd Offense	\$150.00 Minimum
	3rd Offense or more	\$175.00 Minimum
Additional Clean Up		Actual Costs

ZONING

Board of Zoning Appeals	
Appeal	\$50.00
Residentially Zoned April and August Meetings	No Cost
Variance	\$100.00

Rezoning to Single Family Resident District, Duplex Resident District or Multiple Resident

A District

0 to 5 acres	\$200.00
5+ to 10 acres	\$250.00
10+ to 20 acres	\$300.00
20+ acres	\$350.00

B Rezoning to Office Building District or Retail Business District

0 to 5 acres	\$350.00
5+ to 15 acres	\$400.00
15+ to 25 acres	\$450.00
25+ acres	\$500.00

Rezoing to District CP-0 (included preliminary development

C plan review)

0 to 5 acres	\$450.00
5+ to 15 acres	\$500.00
15+ to 25 acres	\$550.00
25+ acres	\$600.00

Rezoing to District CP-1 or CP-2 (included preliminary

D development plan review)

0 to 5 acres	\$500.00
5+ to 15 acres	\$550.00
15+ to 25 acres	\$600.00
25+ acres	\$650.00

Rezoing to District P-1 (included preliminary development plan

E review)

0 to 5 acres	\$500.00
5+ to 20 acres	\$550.00
20+ acres	\$600.00

F Mixed zone change application for conventional districts (applications for any combination of districts listed in subsections A or B above)

0 to 10 acres	\$400.00
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10+ to 20 acres	\$450.00
20+ to 40 acres	\$500.00
40+ acres	\$550.00

G Mixed zone change application for conventional districts (applications for any combination of districts listed in subsections A or B above)

0 to 10 acres	\$400.00
10+ to 20 acres	\$450.00
20+ to 40 acres	\$500.00
40+ acres	\$550.00

H Special Use Permits

0 to 5 acres	\$250.00
5+ to 10 acres	\$350.00
10+ acres	\$500.00
Site Plans (Non residential development in residential district	\$150.00
Preliminary Revised Preliminary Development Plan	\$400.00
Final Development Plan or Revised Final Development Plan	\$ 650.00
Landscaping Plan	\$125.00
Preliminary Plat	
0-5 lots	\$100.00 plus \$8.00 per lot
6-10 lots	\$100.00 plus \$7.00 per lot
11-20 lots	\$100.00 plus \$6.50 per lot
21 or more lots	\$110.00 plus \$6.00 per lot
Final Plat	
0-5 lots	\$150.00 plus \$8.00 per lot
6-10 lots	\$150.00 plus \$7.00 per lot
11-20 lots	\$150.00 plus \$6.50 per lot
21 or more lots	\$160.00 plus \$6.00 per lot
Lot Split	\$150.00
Nonconforming Situation Permits	\$75.00
Vested rights permits	\$100.00
Zoning - In addition to the above application fees, applicants shall be responsible for the cost of all legal publications, ie Public Notices of Hearings, Publication of ordinances, etc.	

The Resolution is hereby introduced and adopted by the City Council at the regular meeting held on **September 17, 2018**. This Resolution shall become effective upon being adopted by the City Council with the fees to take effect **September 17, 2018**.

Mike Kelly, Mayor

ATTEST:

Kelley Bohon, City Clerk

SEAL:

Item Number: New Business- VII.-B.
Committee 9/17/2018
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/7/2018
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Replacement of Electric Vehicle Charging Station at City Hall**
Item Type: Other

Recommendation:

To approve new electric vehicle charging station.

Council discussed options concerning the charging station on 2/5/18, direction was to extend the service contract for the existing unit at that time.

The controller for the existing unit has since failed, the cost to repair it is \$1,760. The cost of a new unit is \$3,800, staff recommends purchasing a new unit.

Details:

The City has one charging station with two pumps that was installed in 2010. We do not charge a fee to users of the charging stations for energy consumption. However, the electricity charge is minimal, about \$330 of energy usage in 2017.

The original agreement with the City and Chargepoint/Lily Pad EV stated the charge station needed to remain in place through 2015 per federal requirements for taking advantage of a tax credit on installation. We are no longer required to keep the charging station. Apparently our charging station was the first electric vehicle charging station in the state of Kansas. Governor-Elect Sam Brownback and three area Chambers of Commerce attended the ribbon cutting ceremony. There were no performance expectations or goals set for the station when Council approved the installation. In 2013 Council discussed the possibility of charging for use but it was decided to keep it free for use as it remained a good marketing/PR tool for the City.

Attached is a chart of the usage from January 2011 through January 2018. Prior to 2017, the energy usage never exceeded 20 kwh per month. However, the station has seen more regular use from patrons starting in mid-year 2017. In 2017, there are a total of 54 unique drivers who used our charging stations

and only 3 so far in 2018. Through January 2018, patrons have used 2.76 MWh of energy, or 8.37 kWh, or 586 sessions. This averages to 84 sessions/year or 7 sessions/month.

One of the ports on our charging station is a first generation port and is slower than newer the level 2 version. The new station charges vehicles faster from both ports and has a retractable cord rather than patrons having to wrap the cord. This also comes with a year of free software support. The information sheet is attached for a full list of benefits. The total cost for replacement and installation is \$3,800.

Staff would like the Council to determine the future of the charging station at City Hall. We can

- 1) discontinue use of the station;
- 2) repair the existing charging station for \$1,760; or
- 3) purchase a newer model for \$3,800;

As a reference to how much the energy costs that is used by those who charge at our station, if the City were to pass on the cost of to the user, the average fee per charge would be \$0.40/kWh.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Chargpoint indicates that the single port model (4011) would be more expensive to install than the dual port (4021) because their company is offering a discount on the 4021 to those who have dual port stations currently.

The 4011 model is a single port station. The 4021 is a dual port model. That is the only difference between the stations. The 4021 dual port station can charge two cars simultaneously. Our current station has a single 240/208V circuit running to the location (the power feed from KCPL). The quote includes setting the new station up to share the single circuit between two cars. So if only one car is charging it charges at full speed. If two cars are charging, they each charge at half speed.

The information below is from Chargepoint concerning the option of just repairing the unit we currently have:

The replacement of the L2Core itself (controls the power to and locking/unlocking of the plug) would be about \$1500 plus \$200 for the swap and about \$60 for shipping. It does cost a bit less than the full swapout to replace the old station with the new model station.

There are several problems with this approach:

- After 12/31 of this year there will be no more repair parts available for your current station, so should something else fail then you couldn't get parts.
- The L2Core replacement is a refurb, not a new one. Only refubs are now available since

support for the product is discontinued as of 12/31.

- It is possible, but not likely, that something else may be wrong with the station too so it is possible the cost might go up....but ChargePoint supports thinks is just the L2Core that needs replaced.
- You would end up with an old station, near the end of it's useful life, rather than a new station.

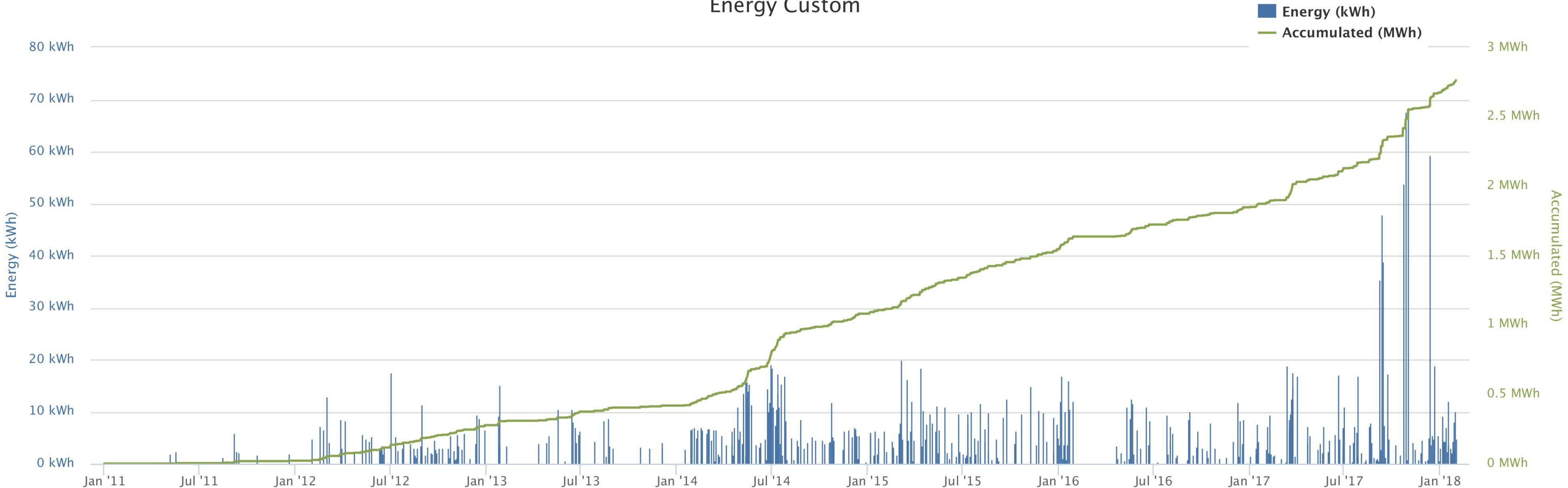
How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Consumption	Exhibit
	Station Upgrade Price Quote	Cover Memo
	Station Specification	Cover Memo

Energy Custom





LilyPad EV
9801 W. 100th Terr
Overland Park, KS 66212
(913) 269-2453
keith.anderson@lilypadev.com
www.lilypadev.com

QUOTE

ADDRESS

Keith Moody
City of Roeland Park
4600 W. 51st Street
Roeland Park, KS 66205

SHIP TO

Keith Moody
City of Roeland Park
4600 W. 51st Street
Roeland Park, KS 66205

QUOTE # 1314

DATE 08/20/2018

DESCRIPTION	QTY	EACH	AMOUNT
ChargePoint:CT4021-GW1 Dual Output Gateway Option USA, Bollard Unit - 208/240V @30A with Cord Management and Power Share	1	3,000.00	3,000.00
ChargePoint:CT4000-PMGMT CT4000 Power Management Kit. Allows both ports on a dual port station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).	1	50.00	50.00
Installation:INSTALL Swapout Installation, we will swap the old CT2100 station for the new CT4000 station. Does not include any other electrical work.	1	600.00	600.00
Shipping:Shipping Shipping	1	150.00	150.00
Note Note: This offer includes 1 year of Commercial Cloud Services per port, Activation, Site Validation, and an initial year of Assure coverage. Requires the head unit from the old station to be shipped back to ChargePoint.	1		0.00

NOTES:

- Thank you for allowing us to submit this proposal.

STANDARD TERMS AND CONDITIONS:

- Standard Invoice Terms are net 30
- Standard manufacturer warranties apply to all hardware purchases
- Standard lead-time is 30-60 days from order acceptance
- Installation cost, if included in this project, does not include unforeseen rock or other obstacles found while trenching or boring
- Customer is responsible for ensuring 3G cellular data coverage at installation location is better than -85dbm (ATT) or -90dbm (Verizon). Note for example -70dbm is better than -80dbm.
- Returns of unopened packages are subject to restocking charges. Opened packages may not be returned.

TOTAL

\$3,800.00

Thank you for your business.

Accepted By

Accepted Date

Thank you for your business.

CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations

The CT4000 family is the latest generation of ChargePoint commercial charging stations. Refined yet rugged, these stations set the industry standard for functionality and aesthetics.

The CT4000 full motion color LCD display instructs drivers and supports dynamic updates of custom branded videos and advertisements.

Intelligent power management options double the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

The CT4000 is the first ENERGY STAR® certified EV charger because it charges efficiently and conserves power when not charging. As an ENERGY STAR certified EV charger, the CT4000 uses significantly less energy than a standard EV charger when in standby mode to help you save money on your utility bill.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports with locking holsters, each port supplying up to 7.2kW. With this standard connector, ChargePoint level 2 stations can charge any EV.

Stations are available in bollard and wall mount configurations for easy installation anywhere. All stations are fully software upgradeable remotely over the air.

Stations come in both 6' and 8' tall models with 18' and 23' cords, respectively. With multiple options for size and cord reach, your station can service up to four parking spaces, reach all car models regardless of parking style or car sizes and increase the usability of your EV spots.

Driver Friendly User Interface

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint's world class 24/7 driver phone support

Easily Communicate with Your Drivers

Whether you're a retail establishment wanting to advertise your latest product, a workplace looking to communicate with employees or a municipality wanting to welcome visitors, ChargePoint's prominent LCD screen makes it easy to reach EV drivers:

- + Daylight readable, with auto brightness control
- + 640 X 480 resolution active matrix
- + Full motion 30fps video support
- + Upload up to 60 seconds of high quality video on a color LCD screen to individual stations as often as desired
- + Brand your charging stations to communicate with drivers
- + Instructional video in English, Spanish or French



The First
ENERGY STAR®
Certified EV Charger

Service Products and Support

ChargePoint offers world-class service products and support that help ensure quality of work, save time and money, protect your investment and enhance the productivity of your charging stations. From site planning to installation and setup, to ongoing care and management, when you choose ChargePoint, you're covered.

- + **ChargePoint Configuration and Activation:** customized setup and activation of your stations
- + **ChargePoint Assure:** the most comprehensive EV Station maintenance and management in the industry

Energy Measurement and Management

- + Real-time energy measurement
- + 15 minute interval recording
- + Time of Day (TOD) pricing
- + Load shed by percentage of running average or to fixed power output

Minimize Costs with Flexible Power Management Options

In the vast majority of applications, a full power configuration is the best choice for both station owners and drivers. However, when drivers are parked for a longer time, an intelligent, lower power output can save station owners considerable installation cost while still providing drivers a great charging experience. With flexible power options, station owners can meet the needs of drivers while lowering costs:

Power Select (Patent Pending)

- + Allows for a lower capacity (less than 40A) circuit to power each port
- + Cuts installation costs by reducing the cost or even avoiding the need to upgrade panels or transformers

Power Sharing

- + Dynamically share one 40A, 30A or 20A circuit between two parking spaces
- + Doubles the number of parking spots served while reducing installation and operating costs
- + Allows station owners to upgrade a single port station to dual port to serve more drivers with no electrical upgrade

Clean Cord Technology

- + Keep charging cords off the ground
- + Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism
- + Flexible over entire -40°F to +122°F product temperature range

Safe, Reliable, Energy Efficient Hardware

- + UL listed, meeting the stringent requirements of the nation's leading safety standards organization
- + Stations are rugged, built to withstand the elements
- + Safe, Reliable and Energy Efficient
- + ENERGY STAR certified, charges efficiently and conserves power when not charging

When Charging is Mission Critical, Protect Your Investment with ChargePoint Assure

- + **Minimize downtime:** ChargePoint Assure provides the most comprehensive EV Station maintenance and management in the industry
- + **Get up and running quickly and flawlessly:** Professional guidance for station configuration saves you time, and unlimited changes to station policies flexibly supports your business
- + **Eliminate unexpected future expenses:** Cost for parts and on-site labor to install is covered for all Assure eligible repairs
- + **One less thing to worry about:** Proactive station monitoring provides you with regular reporting
- + **Reduced risk of downtime:** We guarantee 98% annual uptime and one business day response to requests
- + **Support when you need it:** We're there for you *and* your drivers. Phone support available for station owners Monday to Friday from 5 AM to 6 PM Pacific. Phone support for drivers is 24/7/365, so you never need to field a driver call

Ultra-reliable second-generation gravity operated mechanism.

18' and 23' cords to reach all car models and serve more parking spaces.

World-class 24/7 driver phone support.

Instructional video shows how to use the station. Multi-language charging instructions, giving drivers the choice of English, French or Spanish.

Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.

Strong and rugged design materials built to withstand the elements.

CT4000 stations come with 18' or 23' cords to increase the usability of your charging spots, on 6' and 8' tall models respectively.

CT4021

Dual-port bollard charging station with 18' charging cables. Standard *EV Charging Only* sign without optional custom branding.



Promote Your Brand and Business

Having your stations installed in a visible location makes a bold statement about your business' commitment to sustainability and shows that you care about your customers. ChargePoint CT4000 stations are built for customization so you can conveniently promote your brand as well. With custom signage and video you can:

- + Increase brand recognition
- + Attract EV drivers by making sure your stations are highly visible
- + Ensure EV charging installations are consistent with the look and feel of your brand
- + Differentiate your stations from standard ChargePoint stations to make them easily identifiable by your driver base



Branded CT4021
Shown with optional
branding on bollard.
18' cords on 6' model.

Easily customizable branding area.
All stations come with *EV Charging Only* sign, which can be replaced with your custom signage.

5.7" color LCD display for customizable video content.

Upload up to 60 seconds of high quality video to individual stations as often as desired.

Daylight readable with auto brightness control.

OPTIONAL:
Additional customizable branding areas.

All stations have standard extrusions to hold your custom signage.

Artwork templates and material specifications are conveniently downloadable from chargepoint.com



Branded CT4025
Shown with optional
branding on back.
23' cords on 8' model.

Bollard Charging Stations

CT4011



CT4021



CT4025



Wall Mount Charging Stations

CT4013



CT4023



CT4027



Contact Us

- Visit [chargepoint.com](https://www.chargepoint.com)
- Call +1.408.705.1992
- Email sales@chargepoint.com



ChargePoint, Inc.
240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free
[chargepoint.com](https://www.chargepoint.com)

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Item Number: New Business- VII.-C.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/17/2018
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **Award Contract for Audit Services**
Item Type: Agreement

Recommendation:

To approve the recommendation of Mize & Houser Company for the City's Auditing firm for the FY 2018 - FY 2021 Audits.

Details:

The City issued a RFQ for Auditing Services in August and received responses from four firms: RSM (the encumbant), Mize Houser, Cochran, Head and Vick and BKD. Of those, we interviewed three of the four firms. Erin Thompson, Keith Moody, Kelley Bohon and myself sat on the interview panel and unanimously selected Mize Houser for the city's next auditing firm.

While all firms were highly qualified, Mize Houser rose to the top due to their willingness to assist with processing the audit and their personal interactions with the panel. Mize Houser was the auditing firm for the City of Tonganoxie while I was on staff. I found them very easy to work with and helpful during the auditing process and throughout the year. The proposed rate is \$33,750 for year one with a 2% annual increase. Attached is the engagement letter which was reviewed by our City Attorney.

Financial Impact

Amount of Request: \$33,750 in 2019 with a 2% annual increase	
Budgeted Item?	Budgeted Amount: \$42,500 in 2019
Line Item Code/Description: 5213.101 - Audit Fees	

Additional Information

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
☐ Engagement Agreement	Exhibit



MIZE HOUSER
COMPANY P.A.

September 11, 2018

Mayor and City Council
City of Roeland Park
4600 West 51st Street
Roeland Park, KS 66205

We are pleased to confirm our understanding of the services we are to provide the City of Roeland Park, Kansas, (the City) for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2018.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: Management Discussion and Analysis, the OPEB information and the Pension Liability information.

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: combining statements and individual fund statements.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information: introductory and statistical sections.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

www.mizehouser.com ■ mhco@mizehouser.com

534 S Kansas Ave, Suite 700 ■ Topeka, KS 66603-3465 ■ 785.233.0536 p ■ 785.233.1078 f

534 S Kansas Ave, Suite 400 ■ Topeka, KS 66603-3454 ■ 785.234.5573 p ■ 785.234.1037 f

7101 College Blvd, Suite 900 ■ Overland Park, KS 66210-1984 ■ 913.451.1882 p ■ 913.451.2211 f

211 E Eighth Suite A ■ Lawrence, KS 66044-2771 ■ 785.842.8844 p ■ 785.842.9049 f

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access

to persons within the government from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (c) that the methods of measurement or presentation have not changed from those used in the prior period; and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide, oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. To mitigate these risks, we offer a method for you to send sensitive information to us securely and also one for us to securely send sensitive information to you. We strongly encourage the use of these secure methods, particularly for the transmission of Personally Identifiable Information (PII).

Audit Administration, Fees and Other

When delivered to the City, the audit reports and financial statements produced in connection with this engagement letter are public records and may be used (a) to fulfill the requirements of continuing disclosure under SEC Rule 15c2-12, (b) as inserts or incorporated by reference in offering documents issued by the City, and (c) for any lawful purpose of the City, all without subsequent consent from us. Any official statements in connection with debt issuances which include the above mentioned audit reports and financial statements shall contain the following: "Our independent auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The independent auditor also has not performed any procedures relating to this official statement."

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The audit documentation for this engagement is the property of Mize Houser & Company P.A. and constitutes confidential information. We may be requested to make certain workpapers available to others pursuant to authority given by law, regulation or other legal process. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of firm personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to governmental agencies who may intend or decide to distribute the photocopies or information contained therein to others, including other governmental agencies. You agree to reimburse us for our personnel and other costs associated with our compliance with such requests. Our policy is to retain workpapers for five years after the engagement. During the term of this engagement, we agree to comply with the provisions of K.S.A. 44-1030.

You agree that the term "those charged with governance", as used in Statement on Auditing Standards No. 114 for defining our communication responsibilities under that standard, consists of the mayor, city council, and the city administrator.

Mize Houser & Company P.A. and the City agree that any dispute arising hereunder (other than our efforts to collect unpaid fees and expenses) will, prior to resorting to litigation, be submitted to mediation by the parties. The parties will engage in the mediation process in good faith and such process shall be commenced by the written request by either party to the other to mediate any such dispute or alleged breach of this Agreement. Any mediation initiated as a result shall be administered within the state and county of the Mize Houser & Company P.A. office servicing the City by a mutually agreed-upon mediator in accordance with generally accepted mediation rules. Such mediation shall be binding on both parties only after execution of a written agreement setting forth the terms and conditions agreed to pursuant to such mediation. Any and all costs of mediation shall be divided equally between the parties hereto.

Audrey M. Odermann, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We agree that our gross fee, including all expenses, for the above services shall not exceed \$33,750, except as noted above. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including delays resulting from the untimely delivery of and incomplete preparation of schedules and questionnaires we have requested from your staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Roeland Park, Kansas and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MIZE HOUSER & COMPANY P.A.
Certified Public Accountants

By Audrey M. Odermann

RESPONSE:

This letter correctly sets forth the understanding of the City of Roeland Park, Kansas.

By: _____

Title: _____

Date: _____

Item Number: New Business- VII.-D.
Committee 9/17/2018
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/31/2018
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Island/Right of Way Adoption Program**
Item Type: Other

Recommendation:

To approve Adopt An Island program for the City.

Details:

Staff has been approached by residents requesting the City allow them to care for and maintain the island adjacent to their residences. Staff believes the proper way to document these efforts is through an Adopt An Island Program. The City currently has 14 island green spaces with plantings. (See Map)

Staff has researched other adopt an island programs and has developed an adopt an island application and guidelines for the Governing Body's review. Overall, the responsible person(s) will agree to provide:

- Planting plan(s)
- Maintenance plan(s)
- Agree as responsible party for two years minimum

The Director of Public Works has to approve of all work associated with the island and can remove any items at any time, or cancel the agreement if the responsible person is not maintaining the island appropriately. The Adopt An Island program will provide residents the opportunity to care for the islands near their homes, if they choose. If residents are willing to take on the responsibility, the City will remove the islands from our mowing contractor schedule which will save the City dollars.

Financial Impact

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: 0
Line Item Code/Description: 0	

Additional Information

MPR (our insurer) recommends we have the adopting people sign a Waiver of Liability Form, they will provide an example for use as part of our application.

The sign option referenced in the application is reflective of what other communities have done, the sign promotes the group's contribution to the City and raises awareness of the adoption program.

Staff has contacted Midtown Signs to produce a couple options for Island Adoption Signs which recognize the individual(s) who have adopted the island. Staff recommends Option #1 which will cost \$140.00 per sign.

Staff has also contact Midwest Public Risk (MPR) the City's insurance and risk consultants to provide a waiver of liability document. Please see attachment. The document will be required for signature for the island adoption process.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Adopt An Island Application	Cover Memo
☐ Adopt An Island Guidelines	Backup Material
☐ City Island Locations & Designations Map	Backup Material
☐ Island Adoption Sign Option	Cover Memo
☐ Waiver of Liability	Cover Memo



PUBLIC WORKS
4600 W. 51st Street
Roeland Park, Kansas 66205
(913) 722-2600

ADOPT-AN-ISLAND APPLICATION & AGREEMENT

Names: _____

Organization (If Needed): _____

Address: _____

Phone Numbers: _____

Email Address: _____

Island Location/Designation: _____

Please include the following information with application:

1. Sketch of location and depict arrangement of plantings.
2. A Work Plan with List of proposed plantings
3. Two year maintenance schedule

If approved, the Adopter agrees to the following conditions:

- The Adopter agrees to make all such improvements to the island as proposed and approved by the DPW.
- The Adopter agrees to maintain all island vegetation for a minimum of 2 years after date of signed agreement.
- All work shall be in conformance with any and all landscape specifications as prescribed by the DPW.
- The DPW shall have overall supervision of the work described.
- No changes in the scope of work proposed may be made without prior approval of the DPW.
- The City shall not assume liability, in connection with said tract of land, until after said work plan has been completed, nor shall the City assume any liability during the maintenance and upkeep of said land.
- The City reserves the right to terminate this Agreement at any time necessary
- The Name on the Sign will be approved at the discretion of the Director of Public Works



PUBLIC WORKS
4600 W. 51st Street
Roeland Park, Kansas 66205
(913) 722-2600

Applicant Signature

Date

Approved by Jose M. Leon Jr, Director of Public Works

Date



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Roeland Park, Kansas 66205
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Adopt-An-Island Program Guidelines

Application Process:

- Please complete an Adopt-An-Island Application accompanied by a proposed landscape plan, work plan with list of plantings, and two-year maintenance schedule.
- Completed Applications to be submitted to: City of Roeland Park Department of Public Works
- Upon approval by the City, the Adopter agrees to maintain the island for a two year period. The City will inspect the work upon completion and periodically thereafter to ensure that the island is properly maintained.
- Renewal of the Adopt-An-Island is at the discretion of the City, and will be considered 30 days prior to the conclusion of existing Agreement.

Planting Guidelines:

- Use plant materials that tolerate dry, poor soils, requires less water than most, and requires a minimum amount of maintenance, limited susceptibility to insect and disease infestation, and tolerance to salt exposure are desirable traits.
- Use peat moss, manures, or other organic matter as soil amendments to improve soil structure and increase water-retentive properties of soils.
- Limit use of fertilizers to avoid over-stimulating plant growth which in turn increases water requirements.
- Employ proper watering practices, especially during establishment period. No trees or shrubs with caliper of 4 inches or greater
- Ultimate height of shrubs to be no greater than 3 feet
- Proper roadway sight distances in accordance with American Association of State Highway and Transportation Officials (AASHTO) must be maintained.



Island Locations & Designations

Waiver of Liability and Emergency Contact for Services

In exchange for the following services: _____, I, _____
_____ agree to follow OSHA safety guidelines while
performing my services and further to follow any written or oral instructions provided by _____
_____.

I recognize that there are certain inherent risks associated with the above service and I assume full responsibility for personal injury to myself and (if applicable) my coworkers. I further release and discharge _____ for any injury, loss or damage arising out of the scope of my services on the Municipality's premises, whether caused by the fault of myself or my coworkers or other third parties.

I agree to indemnify, hold harmless and defend the Municipality against all claims, causes of action, damages, judgements, costs of expenses, including attorney fees and other litigation costs, which may in any way arise from my or my coworker's presence on the municipality's property.

I agree to pay for all damages to the facilities caused by my or my coworker's negligent, reckless or willful actions.

Any legal or equitable claim that may arise from participation in the above shall be resolved under Missouri law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Print Name

Date

Signature

In case of an emergency, please contact: _____

Phone: _____

Phone 2: _____