

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
September 16, 2019 6:00 PM

- | | | |
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| <ul style="list-style-type: none"> • Mike Kelly, Mayor • Erin Thompson, Council Member • Jan Faidley, Council Member • Michael Poppa, Council Member • Claudia McCormack, Council Member | <ul style="list-style-type: none"> • Tim Janssen, Council Member • Jim Kelly, Council Member • Tom Madigan, Council Member • Jennifer Hill, Council Member | <ul style="list-style-type: none"> • Keith Moody, City Administrator • Jennifer Jones-Lacy, Asst. Admin. • Kelley Nielsen, City Clerk • John Morris, Police Chief • Donnie Scharff, Public Works Director |
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Admin	Finance	Safety	Public Works
Madigan	Faidley	Janssen	Hill
Thompson	McCormack	Poppa	Kelly

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. 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. 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. Appropriations Ordinance #934
- B. August 19, 2019 Minutes
- C. September 3, 2019 Minutes

- D. Agreement with Midwest Pool Management for 2020 Season
- E. 2020 Financial Auditor Change from Mize Houser

III. Business From the Floor

A. Applications / Presentations

- 1. Commissioner Fast County Update
- 2. Parks Update

IV. Mayor's Report

- A. National Suicide Prevention Awareness Month Proclamation

V. Reports of City Liaisons

VI. Unfinished Business

VII. New Business

- A. Photo Contest Winners
- B. Appointment of Joel Marquardt to the Arts Committee and Ad-Hoc Community Center Design Committee
- C. Renew Agreement with Gilmore & Bell

VIII. Ordinances and Resolutions:

IX. Reports of City Officials:

X. Workshop Items:

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 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #934**
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
☐ Appropriations Ordinance #934	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

Thursday, September 12, 2019

Appropriation Ordinance -09/16/2019 - #934

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 16th day of September, 2019.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	61,363.20
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance -09/16/2019 - #934

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT		Amount	Chk #	Check Amount
					Date				
ADP, LLC	101	5214.101	Other Contracted Services	541270648	09/04/19		228.20	69853	228.20
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128923430009	09/11/19		33.48	69862	33.48
Airgas USA, LLC	106	5318.106	Tools	9964692357	09/11/19		22.36	69863	22.36
Asphalt Sales Company, Inc	300	5421.300	Street Maintenance	141674	09/11/19		605.94	69864	933.82
Asphalt Sales Company, Inc	300	5421.300	Street Maintenance	141696	09/11/19		327.88		
AT&T	102	5202.102	Telephone	3241 8/21/19	09/11/19		46.97	69865	46.97
Balls Food Stores	101	5267.101	Employee Related Expenses	31738	09/11/19		334.90	69866	359.90
Balls Food Stores	101	5267.101	Employee Related Expenses	31739	09/11/19		25.00		
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761023165	09/11/19		1,807.85	69867	1,807.85
Blue Sky Cleaners	102	5224.102	Laundry Service	9/6/19	09/11/19		150.00	69868	150.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1050211	09/11/19		35.00	69869	95.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1050322	09/11/19		35.00		
Section 2: This Ordinance shall ta	106	5260.106	Vehicle Maintenance	1049778	09/11/19		25.00		
The Bullet Hole	102	5206.102	Travel Expense & Training	33087	09/11/19		25.00	69870	25.00
Custom Rods Interiors, LLC	102	5260.102	Vehicle Maintenance	113981	09/11/19		60.00	69871	60.00
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	18268	09/11/19		1,275.00	69872	1,275.00
Dash Medical Gloves	102	5307.102	Other Commodities	INV1163380	09/11/19		71.90	69873	71.90
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	9031912052A	09/11/19		30.60	69874	30.60
Foley Rental	300	5421.300	Street Maintenance	K2227004	09/11/19		1,879.20	69875	4,999.60
Foley Rental	300	5421.300	Street Maintenance	K2231804	09/11/19		3,120.40		
GT Distributors- Kansas	109	5316.109	K9 Expenses	DPT000249116	09/11/19		244.75	69876	244.75
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	3838	09/11/19		1,332.00	69877	2,734.00
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	3848	09/11/19		35.00		
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	3849	09/11/19		35.00		
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	3853	09/11/19		1,332.00		
Johnson County Wastewater	106	5288.106	Waste Water	1838/3179 9/5/19	09/11/19		431.76	69878	431.76
Ka-Comm., Inc.	102	5211.102	Maintenace & Repair Equipment	169650	09/11/19		238.00	69879	362.35
Ka-Comm., Inc.	102	5211.102	Maintenace & Repair Equipment	169651	09/11/19		124.35		
KAW Valley Engineering Inc.	270	5459.270	CARS 2019	C31874	09/11/19		39.00	69880	559.00
KAW Valley Engineering Inc.	300	5498.300	CDBG - 2019	C31872	09/11/19		520.00		
Kansas City Board of Public Utiliti	101	5222.101	Traffic Signal Expense	2834 8/26/19	09/04/19		32.83	69854	32.83
Kansas City Freightliner Sales, Inc	106	5211.106	Maintenace & Repair Equipment	811766	09/11/19		252.00	69881	252.00
KCP & L	106	5201.106	Electric	4510 8/26/19	09/04/19		19.30	69855	19.30
KCP & L	106	5290.106	Street Light Electric	1275 9/3/19	09/11/19		1,763.82	69882	1,763.82
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	257810	09/11/19		154.72	69883	154.72
Kansas Alcohol Beverage Control	101	4245.101	Cereal Malt Beverage License	8/2019	09/04/19		25.00	69856	25.00
League of Kansas Municipalities	103	5305.103	Dues, Subscriptions, & Books	192058	09/11/19		436.94	69884	436.94
The Legal Record	101	5204.101	Legal Printing	L81904	09/11/19		36.13	69885	259.56
The Legal Record	101	5204.101	Legal Printing	L81916	09/11/19		36.13		

The Legal Record	101	5204.101	Legal Printing	L81920	09/11/19	168.66		
The Legal Record	101	5204.101	Legal Printing	L81966	09/11/19	18.64		
LE Upfitter	102	5308.102	Clothing & Uniforms	6140	09/11/19	125.00	69886	1,203.10
LE Upfitter	102	5308.102	Clothing & Uniforms	6178	09/11/19	104.50		
LE Upfitter	102	5308.102	Clothing & Uniforms	6213	09/11/19	116.85		
LE Upfitter	102	5308.102	Clothing & Uniforms	6217	09/11/19	84.00		
LE Upfitter	102	5308.102	Clothing & Uniforms	6224	09/11/19	17.25		
LE Upfitter	102	5308.102	Clothing & Uniforms	6281	09/11/19	755.50		
Lippert Mechanical Service Corp	106	5210.106	Maintenace & Repair Building	SI2056906	09/11/19	270.00	69887	1,504.50
Lippert Mechanical Service Corp	220	5210.220	Maintenance & Repair Building	SI2056904	09/11/19	270.00		
Lippert Mechanical Service Corp	290	5210.290	Maintenace And Repair Building	SI2056905	09/11/19	964.50		
Lowe's Business Acct./GEMB	290	5210.290	Maintenace And Repair Building	1760 9/4/19	09/04/19	198.21	32457	630.59
Lowe's Business Acct./GEMB	106	5259.106	Traffic Control Signs	1760 9/4/19	09/04/19	2.17		
Lowe's Business Acct./GEMB	106	5262.106	Grounds Maintenance	1760 9/4/19	09/04/19	126.72		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 9/4/19	09/04/19	67.73		
Lowe's Business Acct./GEMB	106	5318.106	Tools	1760 9/4/19	09/04/19	235.76		
Patrick Kelly McDermeit	370	5457.370	CARS 2020 - Roe	46N066101 46	09/04/19	700.00	69860	700.00
Mini Mart, LLC	370	5457.370	CARS 2020 - Roe	46N066101 99	09/04/19	22,700.00	69861	22,700.00
Mize Houser & Company P.A.	101	5213.101	Audit Fees	9/3/19	09/11/19	4,675.00	69888	4,675.00
Municode	101	5214.101	Other Contracted Services	332498	09/11/19	142.80	69889	142.80
Navy Brand Mfg. Co.	300	5421.300	Street Maintenance	66935	09/11/19	202.94	69890	202.94
Pitluck Law, LLC	103	5209.103	Professional Services	8/26/19	09/11/19	150.00	69891	300.00
Pitluck Law, LLC	103	5209.103	Professional Services	9/3/19	09/11/19	150.00		
Pitney Bowes Global FInancial Ser	101	5214.101	Other Contracted Services	3309562198	09/11/19	174.24	69892	174.24
Post Publishing, Inc.	101	5237.101	Community Events	3420	09/11/19	103.00	69893	103.00
Wex Bank	106	5302.106	Motor Fuels & Lubricants	60808639	09/03/19	716.81	32454	716.81
Rejis Commission	102	5214.102	Other Contracted Services	421892	09/11/19	229.69	69894	229.69
Riteway Maintenance & Supply, LI	101	5214.101	Other Contracted Services	19603	09/11/19	930.00	69895	930.00
Saltus Technologies	103	5266.103	Computer Software	190903	09/11/19	2,225.10	69896	2,225.10
Donnie Scharff	106	5206.106	Travel Expense & Training	9/4-6/19 Travel	09/03/19	140.00	32455	140.00
George Schlegel	101	5230.101	Art Commissioner	Recurring Check	09/01/19	100.00	69849	100.00
SFS Architecture	101	5209.101	Professional Services	13201	09/11/19	620.00	69897	620.00
Sirchie	103	5308.103	Clothing & Uniforms	412303IN	09/11/19	40.00	69898	40.00
Staples Advantage	101	5301.101	Office Supplies	8055461253	09/11/19	96.70	69899	218.33
Staples Advantage	101	5304.101	Janitorial Supplies	8055461253	09/11/19	121.63		
Strasser True Value	106	5306.106	Materials	333974	09/11/19	12.74	69900	12.74
Clint Stueve	106	5319.106	Rain Barrel Reimbursement	8/1/19 Rainbarre	09/11/19	132.49	69901	132.49
Sturges Word Communications, In	101	5209.101	Professional Services	1303	09/11/19	1,250.00	69902	1,250.00
Sunshine Tree Services	101	4265.101	Business Occupational Licenses	Bus.Lic. Refund	09/04/19	40.00	69857	40.00
Terminix Processing Center	101	5214.101	Other Contracted Services	389304133	09/11/19	84.00	69903	84.00
TransUnion Risk & Alternative	102	5214.102	Other Contracted Services	457712019081	09/11/19	50.00	69904	50.00
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	345399	09/11/19	1,789.17	69905	1,789.17
Vance Brothers	300	5421.300	Street Maintenance	IG157940	09/11/19	140.00	69906	285.60

Vance Brothers	300	5421.300	Street Maintenance	IG157971	09/11/19	70.00		
Vance Brothers	300	5421.300	Street Maintenance	ZL58564	09/11/19	75.60		
Daniel Vandenbos	106	5206.106	Travel Expense & Training	9/8-11/19 Travel	09/03/19	240.00	32456	240.00
Verizon Wireless	102	5202.102	Telephone	9836711000	09/11/19	327.03	69907	407.03
Verizon Wireless	104	5202.104	Telephone	9836711000	09/11/19	80.00		
Verizon Wireless	106	5202.106	Telephone	9836711001	09/04/19	40.01	69858	40.01
The Victor L. Phillips Co.	106	5211.106	Maintenace & Repair Equipment	SW00029781	09/11/19	250.62	69908	250.62
Water District No 1 of Johnson Co	101	5287.101	Water	8/26/19 Multiple	09/04/19	177.71	69859	924.36
Water District No 1 of Johnson Co	106	5287.106	Water	8/26/19 Multiple	09/04/19	746.65		
WCA Waste Corporation	115	5272.115	Solid Waste Contract	990000562623	09/11/19	250.00	69909	250.00
Wholesale Batteries, Inc.	106	5211.106	Maintenace & Repair Equipment	314351	09/11/19	84.24	69910	84.24
Waste Management	300	5470.300	Park Maint/Infrastructure	5530548576	09/11/19	171.26	69911	171.26
The Work Zone, Inc.	106	5259.106	Traffic Control Signs	53498	09/11/19	95.50	69912	114.00
The Work Zone, Inc.	106	5259.106	Traffic Control Signs	53670	09/11/19	18.50		
Forte	101	5214.101	Other Contracted Services	8/31/19 All Acct	09/01/19	265.87		
						\$ 61,363.20		

Item Number: Consent Agenda- II.-B.
Committee 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **August 19, 2019 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
□ August 19, 2019 Minutes

Type
Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, August 19, 2019 7:00 P.M.

- | | | |
|---|---|--|
| <ul style="list-style-type: none">○ Mike Kelly, Mayor○ Jan Faidley, Council Member○ Jennifer Hill, Council Member○ Tim Janssen, Council Member | <ul style="list-style-type: none">○ Jim Kelly, Council Member○ Tom Madigan, Council Member○ Claudia McCormack, Council Member○ Michael Poppa, Council Member○ Erin Thompson, Council Member | <ul style="list-style-type: none">○ Keith Moody, City Administrator○ Jennifer Jones-Lacy, Asst. Admin.○ Kelley Nielsen, City Clerk○ John Morris, Police Chief○ Donnie Scharff, Public Works Director |
|---|---|--|

Admin Madigan Thompson	Finance Faidley McCormack	Safety Janssen Poppa	Public Works Hill Kelly
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Pledge of Allegiance

Mayor Kelly called the meeting to order and led everyone in the Pledge of Allegiance.

Roll Call

City Clerk Nielsen called the roll. CMBRS Faidley, Thompson and McCormack were absent.

Modification of Agenda

CMBR Madigan noted in the July 22 Council minutes the results from the motion for Appointment of Judge, Prosecutor and City Attorney were not recorded. This will be moved to Item B, Unfinished Business.

CMBR Madigan also said residents had asked for some clarification on the engineering services agreement with Water's Edge. This will be moved to Item C, Unfinished Business.

I. CITIZENS' COMMENTS

Michael Rebne (5128 Clark) Mr. Rebne said he is running for City Council. In reaching to the citizens he has heard residents are feeling the pinch of rising home values and that they want to maintain quality services in the City. He added that the City has done well with the Roe & Johnson development and that they have also developed a good model for the City's strategic plan and appreciates how they are following that plan.

Celso DeSouza (5235 Juniper) Mr. DeSouza said he has witnessed the degradation of Roe Boulevard. He has looked for information on the City's website but did not find it easily available. He asked the Council about the status of Roe Boulevard and had questions about the hole in front of Quiktrip and also to the north of there. He noted that the southbound lanes are also torn up.

Mayor Kelly recommended Mr. DeSouza reach out to City Administrator Moody, Ms. Jones-Lacy or any of the Councilmembers to provide further information about the water line repairs currently taking place on Roe Boulevard or for the Roe 2020 plans. He noted that in the July meeting the Council discussed the Pavement Condition Index throughout the City and that report is available for citizens to review.

II. CONSENT AGENDA

- A. Appropriations Ordinance #932
- B. ~~July 22, 2019 Council Minutes~~ Moved to New Business Item B
- C. August 5, 2019 Special Called Council Minutes
- D. Adoption of Roe/48th and Johnson Drive Corridor Plan (PSP Project)
- E. ~~Engineering Services Agreement with Waters Edge for the Design of Improvements at the Aquatic Center~~ Moved to New Business Item C
- F. Social Media Policy

MOTION: CMBR MADIGAN MOVED AND CMBR KELLY SECONDED TO APPROVE THE CONSENT AGENDA AS AMENDED. (MOTION CARRIED 5-0)

III. BUSINESS FROM THE FLOOR

Applications/Presentations

1. State Legislature Update

Mayor Kelly introduced State Representative Rui Xu.

Representative Xu thanked the Governing Body for having him to speak at the meeting. He said that Roeland Park is the first city in the area to adopt an NDO and it has become a big topic of discussion over the past year or so throughout the area. Mr. Xu said this is his first legislative and that he also sits on three committees. The first of which is Financial Institutions and Pensions in which they added in over \$150 million back into the KPERS. Second is the House Education Committee which added \$90 million back into the K-12 system. The districts are able to use those funds in a way they see fit, but they have been encouraged to look at teacher pay. Lastly, as a member of the Agriculture committee they passed legislation to allow for the growth of commercial industrial hemp as another farm crop which adds to processing jobs and is also good for the environment.

He added they have passed the Medicaid expansion out of the house, but it has not passed in the senate. He said that some areas have passed universal polling places, and that Johnson County has ability to do this, but the election commissioner has not expressed an interest in that and they do not think it will be adopted here.

The next session will open with the Medicaid expansion in the senate. They expect to see a pared down version of the house bill with work requirements added. They also expect to see abortion continue as an issue with a constitutional amendment to address abortion.

Between sessions Rep. Xu has primarily been working on climate change policies with the Metro KC Climate Action Coalition, developing a state legislative platform that is trying to come up with the best strategy to pass the most amount of climate change policies. Kansas is the fifth most vulnerable state for climate change.

There is also a desire to bid for the World Cup in the Kansas City Metro area for 2026. They will look at what the state could do to maximize the bid to host the World Cup. It would be held at Arrowhead, but the area hotels and restaurants would get a lot of that revenue. Its six games is equivalent to six Super Bowls.

There is also H.B. 2345 that passed out of House Taxation and is also supported by local Representatives Clayton and Stogsdill, which addresses the property tax lid. It would not undo it as it stands but would allow for a five-year baseline to be set and allow the cities to lower and raise to that baseline at their discretion. This would give some flexibility for tax lid relief, which is one of the primary issues in Johnson County.

Mayor Kelly thanked Representative Xu for coming and thanked him for his work on the Climate Action Coalition. He said he hopes he will continue to work to make Kansas more resilient but more economically vibrant between wind power and putting the soil back to work, which is great for the economy. He also added that home rule is important to them and H.B. 2345 is a start.

2. Committee Report - Sustainability

Judy Hyde reported that earlier this year Roeland Park received the Community for All Ages Gold Double Award from the Mid-America Regional Council. She said this is the result of several years' effort from current and former Sustainability Committee members and Councilmembers. To retain their Gold level status, the committee will continue to evaluate projects through the Community for All Ages lens and ensure that Roeland Park is successful in attracting new businesses and is a city where citizens of all ages and abilities can thrive.

Ms. Hyde said the Sustainability Committee is in transition as both co-chairs are moving out of the City. The group is wanting to welcome in new members. They are also pursuing other sustainability committees in northeast Johnson County cities. A member of Mission has attended one of their meetings and they are now exploring a possible collaboration on a charrette inspired by the project draw-down resource for climate solutions to determine what types of sustainable practices might be adopted by Roeland Park and neighboring cities.

Other defined goals of the committee include increased communications and outreach. They have a Facebook page and they also want to increase their presence in the City's newsletter and also at City events. They are pushing to get the Ripple glass bin reinstated since it is a disappointment that Lowe's had it removed. The community has also stated how much they miss that. Ripple Glass met with Sustainability at a recent meeting to discuss alternative placement sites. Before reopening, Aldi had expressed some interest as long as it would not interfere with their customer parking. They will be sending a letter to Lowe's from the Mayor and the Sustainability Committee asking for them to reinstate the bin and give them reasons why it's good for the City to do so.

Further topics that Sustainability is working on are the future traffic garden to be consistent with Community for All Ages standards. This would further the goal of a walkable/bikeable city. They also want to make sure that the amenities installed at R Park are accessible such as the small picnic table, shelters and the future pavilion. The sculpture plaque for "See Red Run" was cited to be accessible. There should be sustainable installations and maintenance practices related to Roe 2020. And they strongly encourage the City to use sustainable installation and eco-friendly maintenance practices for the extensive landscaping and plantings in the project and for all the City's parks and greenspaces. All pesticide and herbicide use has far reaching consequences and should also be thoroughly researched for maximum environmental safety.

Mayor Kelly thanked the Sustainability Committee for the work they continue to do on behalf of Roeland Park.

IV. MAYOR'S REPORT

A. Diaper Need Awareness Week Proclamation

Mayor Kelly said that diapers cannot be bought with WIC vouchers or food stamps and that babies use an average of 50 per week. He recognized the importance of the work by organizations in the City by providing diapers and economic stability to families facing various challenges.

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO ADOPT THE DIAPER NEEDS AWARENESS WEEK PROCLAMATION. (MOTION CARRIED 5-0).

V. WORKSHOP AND COMMITTEE REPORTS

No reports were given.

VI. REPORTS OF CITY LIAISONS

A. Aquatic Center Advisory Committee

CMBR Madigan, Council representative on the committee, said they had their first meeting in which they reviewed everything from ethics to quorum to open meetings to comply with all laws. They also elected a committee chair and secretary. City Administrator Moody also attended the meeting and fielded questions. Mr. Madigan said it was a good first meeting and a copy of the minutes is in the agenda.

CMBR Janssen, also a Council representative, said he was impressed with a lot of the members' experiences and it will be a definite asset to have this committee in place as they take ownership and build out the Aquatics Center.

B. Ad-Hoc Development

CMBR Kelly reported that the buyers of the northeast Johnson and Roe Corner are going through their due diligence and things are progressing. They have completed their preliminary development which will go to planning and zoning meetings next month.

In regards to The Rocks, the committee is trying to generate new ideas for marketing the project to help move it forward.

C. Parks

CMBR Madigan said the minutes for the Parks meeting are in the agenda packet. He said he is always impressed of the scope of what Parks does as well as all the topics they discuss and what they are willing to take on in a very short amount of time. They look at everything dealing with parks and trees. They also had a discussion about the Roe House and what it will look like and where it will be placed. It seems that place will be in Nall Park and situated in a position where it can easily be seen by residents and police officers as they patrol. It will also be close to the playground equipment. They also discussed changing and putting in new amenities that are ADA approved at Nall Park. This will make it more of an asset and draw in more people.

VII. UNFINISHED BUSINESS

A. Create an Ad Hoc Committee to Lead Community Center Design Project

Mayor Kelly said they have received applications from community members expressing an interest to serve. He said they should also consider appointing the Community Center Director Libby Scarborough as well as the Facility Maintenance Supervisor, a Roeland Park employee, David Mootz. CMBRS Faidley, McCormack and Hill have also expressed an interest in being on the ad hoc committee.

CMBR Madigan said under the ad hoc rules there can be no more than two-thirds other than Governing Body members. City Administrator Moody clarified that there can be two non-elected officials for every one elected officials.

MOTION: CMBR POPPA MOVED AND CMBR MADIGAN SECONDED TO AMEND THE MOTION TO INCLUDE SARAH AND BRYAN SNYDER, RESIDENTS, TO SERVE ON THE AD HOC COMMITTEE. (MOTION CARRIED 5-0)

MOTION: CMBR POPPA MOVED AND CMBR MADIGAN SECONDED TO CREATE THE COMMUNITY CENTER DESIGN PROJECT AD HOC COMMITTEE TO INCLUDE CMBRS FAIDLEY, MCCORMACK AND HILL, LIBBY SCARBOROUGH, DAVID MOOTZ, SARAH AND BRYAN SNYDER, RICHELLE BASGALL. (MOTION CARRIED 5-0)

B. JULY 22, 2019 COUNCIL MINUTES

CMBR Madigan noted on page 12 of the July 22 Council minutes there is a motion to approve the prosecutor, the City attorney and the judge, but does not reflect the results of the motion.

The minutes will be amended to reflect the vote and it will be placed on the Consent Agenda at the September 3rd Council meeting.

C. ENGINEERING SERVICES AGREEMENT WATER'S EDGE FOR THE DESIGN OF IMPROVEMENTS OF THE AQUATICS CENTER

CMBR Madigan said some residents have contacted him requesting clarification if there will be any additions made to the pool in 2020 or if there will be any improvement to the furniture. City Administrator Moody said that is an option. Furniture is not something that has to be designed and it is possible they could get through a selection and bid process and have it available for the 2020 season. That is part of the scope for the pool and they can have Water's Edge start working on concepts for furniture. They will first need to settle on the palette for the shade structures and the painting of the exterior and interior before they can get something final. They would also need to make an order in March for furniture to be here in time for the opening.

There was also a question if the amenities outlined in Phase 1 could possibly be changed between now and 2021. City Administrator Moody said that would be up to the Governing Body. They have given clear direction to Water's Edge on what amenities the Governing Body wanted to see added. If it changes would come it would be at Council's direction.

MOTION: CMBR POPPA MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE ENGINEERING SERVICES AGREEMENT WITH WATER'S EDGE FOR THE DESIGN OF IMPROVEMENTS AT THE AQUATICS CENTER. (MOTION CARRIED 5-0)

VIII. NEW BUSINESS

A. Task Order for Design of 57th and Roeland Dr Storm Sewer Replacement

Public Works Director Scharff stated that they believe the best option is to move forward with the reinforced concrete pipe. They will need to get nine temporary construction easements. A letter will be drafted and sent out to those residents and they hope to meet with the property owners to discuss the project and obtain those easements. If the residents are not willing to grant those easements, then depending on the shape of the pipe, their option will be the cure in place pipe. This may not functionally work as well depending on the bottom flow line. If the flow line is gone, then there is nothing for the liner to adhere to.

City Administrator Moody followed up that they have videotaped the inside of the pipe. The bottom of the pipe has a considerable amount of gravel and dirt that has collected in it and it is preventing them from seeing the condition of the bottom. They do not want to take material out because if the bottom is not there, then they will perpetuate a problem by removing the gravel that is there. They will do some spot checking before having the meeting with residents so that they properly inform the property owners of the condition of the pipe.

CMBR Janssen asked about the replacement of the pipe and the condition of what it connects to. Public Works Director Scharff said it connects to a junction box and the pipe on the other side is in good shape as it is already reinforced concrete pipe.

CMBR Madigan asked if it is the same size as the corrugated metal. Public Works Director Scharff said the size is a 42-inch pipe.

MOTION: CMBR JANSSEN MOVED AND CMBR HILL SECONDED TO APPROVE THE TASK ORDER FOR DESIGN OF 57TH AND ROELAND DRIVE STORM SEWER, NOT TO EXCEED \$29,475. (MOTION CARRIED 5-0)

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

Mayor Kelly said the conference is being held in Overland Park this year.

CMBR Poppa said been a delegate in the past and wouldn't mind doing it again. Mayor Kelly said he will be at the conference and will be able fill the second role.

MOTION: CMBR HILL MOVED AND CMBR JANSSEN SECONDED THAT CMBR POPPA AND MAYOR KELLY ARE THE DELEGATES FOR THE LEAGUE OF KANSAS MUNICIPALITIES ANNUAL CONFERENCE. (MOTION CARRIED 5-0)

IX. ORDINANCES AND RESOLUTIONS

A. Ordinance 984 - An Ordinance Regulating Traffic Within The Corporate Limits Of The City Of Roeland Park, Kansas; Incorporating By Reference The "Standard Traffic Ordinance For Kansas Cities," Edition Of 2019, With Certain Amendments And Additions; Amending And Repealing Existing Sections 14-101 And 14-103 Of The Code Of The City Of Roeland Park, Kansas And Repealing Ordinance No. 971.

Police Chief Morris said this is a yearly process to update the codes.

MOTION: CMBR JANSSEN MOVED AND CMBR KELLY SECONDED TO APPROVE ORDINANCE 984. (MOTION CARRIED 5-0)

B. Ordinance 985 - An Ordinance Regulating Public Offenses Within The Corporate Limits Of The City Of Roeland Park, Kansas; Incorporating By Reference The "Uniform Public Offense Code For Kansas Cities" Edition Of 2019, Amending And Repealing Existing Section 11-101 Of The Code Of The City Of Roeland Park, Kansas, And Ordinance No. 972.

MOTION: CMBR JANSSEN MOVED AND CMBR POPPA SECONDED TO ADOPT ORDINANCE 985. (MOTION CARRIED 5-0)

C. Ordinance 986 - An Ordinance Amending Chapter 5, Article 7 Of The Municipal Code Of The City Of Roeland Park, Kansas To Address Short Term Rentals And To Include A Penalty Section As Section 5-712.

MOTION: CMBR JANSSEN MOVED AND CMBR HILL SECONDED TO ADOPT ORDINANCE 986. (MOTION CARRIED 5-0)

X. REPORTS OF CITY OFFICIALS

A. Executive Session

MOTION: CMBR POPPA MOVED AND CMBR KELLY SECONDED TO RECESS INTO EXECUTIVE SESSION IN ORDER TO DISCUSS THE POTENTIAL OF A REAL ESTATE TRANSACTION, PURSUANT TO THE REAL ESTATE EXCEPTION OF THE KANSAS OPEN MEETINGS ACT, K.S.A. 75-4319(B)(6). THE OPEN MEETING TO RESUME AT 8:05 P.M. IN COUNCIL CHAMBERS. (MOTION CARRIED 5-0)

MOTION: CMBR POPPA MOVED AND CMBR HILL SECONDED TO CONTINUE IN EXECUTIVE SESSION WITH THE OPEN MEETING TO RESUME AT 8:10 P.M. IN COUNCIL CHAMBERS. (MOTION CARRIED 5-0)

MOTION: CMBR POPPA MOVED AND CMBR HILL SECONDED TO CONTINUE IN EXECUTIVE SESSION WITH THE OPEN MEETING TO RESUME AT 8:15 P.M. IN COUNCIL CHAMBERS. (MOTION CARRIED 5-0)

XI. ADJOURN

MOTION: CMBR POPPA MOVED AND CMBR HILL SECONDED TO ADJOURN. (MOTION CARRIED 5-0)

(Roeland Park City Council Meeting Adjourned at 8:15 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.
Committee 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **September 3, 2019 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
☐ September 3, 2019 Council Minutes	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Tuesday, September 3, 2019 6:00 P.M.

- Mike Kelly, Mayor
- Jan Faidley, 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 Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

Admin
Madigan
Thompson

Finance
Faidley
McCormack

Safety
Janssen
Poppa

Public Works
Hill
Kelly

Pledge of Allegiance

Mayor Kelly called the meeting to order and led everyone in the Pledge of Allegiance.

Roll Call

City Clerk Nielsen called the roll. CMBR Poppa was absent and CMBR Hill arrived after the Consent Agenda.

Modification of Agenda

There were no modifications to the agenda

I. CITIZENS' COMMENTS

There were no citizen comments.

II. CONSENT AGENDA

- A. Appropriations Ordinance #933**
- B. July 22, 2019 Council Minutes**

MOTION: CMBR MADIGAN MOVED AND CMBR KELLY SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (MOTION CARRIED 6-0)

III. BUSINESS FROM THE FLOOR

Applications/Presentations

1. Letitia Harmon, Policy Director - ACLU

Letitia Harmon, Policy Director for the American Civil Liberties Union (ACLU) in Kansas, addressed the Governing Body about the creation of a Safe and Welcoming ordinance as well as 287(g) non-compliance agreements. She has been working with local municipalities, and primarily Wyandotte County, on how to make their communities safer and more welcoming.

The creation of a municipal identification card would contain a photo ID and address distributed by the local municipality or county. It would be available to all residents but especially for those who might have

difficulty obtaining a state or federal photo ID. Many services provided to residents require a photo ID and this is something a city can provide to its residents.

The second part of the safe and welcoming ordinance is a 287(g) agreement of non-compliance with the Immigration and Nationality Act. Such an ordinance would be an agreement of non-reporting to ICE and also a non-compliance with ICE detainers and would not use local law enforcement resources for their immigration enforcement. She added that local law enforcement agencies can make the decision to opt out and say they will not do that. They recommend that it be written into the policy that the local law enforcement agency is not required to share the information of its residents to any federal agency unless there is a warrant indicating they must do so.

Ms. Harmon also advised that if the City does both a municipal ID and the 287(g) non-compliance, which can come together or be separate, not to pass a municipal ID until they have an ICE non-compliance agreement because residents might be fearful their information would be shared with federal agencies.

Mayor Kelly said he appreciates the work they do at the ACLU and appreciates Ms. Harmon for being at the meeting. Mayor Kelly said there are a number of jurisdictions with limited ICE cooperation policies and asked for further information. Ms. Harmon said they varied in size all across the United States. They have individually assessed what is good for their City and their residents and decided to pass the ordinance. A lot of them have also created the municipal ID as well.

CMBR Faidley asked if there are there any other communities in Kansas that have passed this. Ms. Harmon said she is not aware of any who actually have a written policy. Some have verbally stated that as their intent, for example in Kansas City, Kansas and Lawrence have stated they will not coordinate with ICE verbally. Topeka has a municipal ID program but an individual is required to pick it up at a police agency and no ICE non-compliance has been written into ordinance.

CMBR Madigan commented that the information provided said it might help people get a job, a bank account, and also help with other things. He said it would not be an acceptable piece of identification for an I-9. He also added that banks require a Social Security number. Ms. Harmon said that banks are independent and can make that decision for themselves. CMBR Madigan noted that the start-up cost for an ID program is cost prohibitive for Roeland Park. Ms. Harmon there is no cost for a non-compliance agreement with ICE which may offer savings as law enforcement will not be forced to cooperate. The \$75,000 ID cost listed is for the entire county of Wyandotte. The cost to Roeland Park would be significantly different and can be mitigated in several ways by combining it with any other ID like a library card, any other way they have currently of printing cards. Also Wyandotte County will not retain any records to print the ID cards. CMBR Madigan said he was big on security and had concerns about the ability to create a fake ID.

Ms. Harmon also said there are a number of ways for people to show identity that's listed in the model ordinance. There are also ways for verifying that they are a resident in the area. As far as security, she said they will find that not storing the data is the safest thing and a protection for the City as they are not responsible for storing information that might be vulnerable to hacking or other intrusion.

CMBR Thompson thanked Ms. Harmon for coming. She has served as local counsel on several cases and appreciates the work they do. She also thinks the topic is very interesting would like to know if two other Councilmembers are also interested in joining together to put this onto an action item at a further Workshop.

CMBR Kelly said he would be in favor of doing something like this and thanked Ms. Harmon for bringing it to their attention. CMBR Kelly asked if Ms. Harmon had safe and welcoming ordinance language for the ICE non-compliance. He said he did not see being able to do the ID program but they could honor people with such an ID from other communities. Ms. Harmon said the language is written for other municipalities and is available in the packet information.

CMBR Janssen asked if the ID is valid outside the issuing municipality. Ms. Harmon said they are not generally unless there is a reciprocal agreement in place. She said they are primarily to be used within your community. They could primarily be used at a local bank, but not exclusively as national banks are actually discussing accepting this form of identification as well.

CMBR Hill said she spoke with Grassroots Leadership about freedom cities and sanctuary cities, and does ICE non-compliance pull in from the concept of creating ordinances so that the police department will not seek out to arrest people who are non-citizens. Ms. Hudson said she feels as if those are two different things. Sanctuary cities do not have technical, legal or a policy definition. Those that want to be sanctuary cities would exempt themselves from federal law.

CMBR Madigan said he had worked in the banking, credit, collection and fraud industry most of his career and is a fan of the ACLU and did not want anyone to misconstrue his earlier questions.

CMBR McCormack thanked Ms. Harmon for being at the meeting and would also support discussing this item further.

CMBR Faidley asked if there is any advantage to looking at this on a county-wide level as opposed to passing by city by city. Ms. Harmon said there is an advantage for an ID program at the county level, but as far as non-compliance that would be distinct to each municipality. There could be policies of non-reporting to ICE within the sheriff's department or those who do probation supervision. They are seeing a problem with those who are on supervision for any reason that if they have a name that sounds like they may be foreign born, their probation/parole officer will e-mail ICE or a detention officer to check on an individual's status and it might put them into a separate legal proceeding and interfere with their current probation/parole status.

CMBR Faidley also asked if Ms. Harmon had worked with the police force in developing this and addressing their concerns. Ms. Harmon said she had met with Wyandotte County Sheriff Don Ash and KCK Police Chief Terry Zeigler and both of them felt fine with the language. What they do see happening throughout the United States is that law enforcement starts neutral because they do not see how it can benefit them. Once it is implemented they say this has made their job easier. Victims also become more confident to report. People are more confident to also approach law enforcement. They believe that community interaction improves once this kind of programming exists.

Mayor Kelly said he agreed with the comments that have been made. Municipal ID has a lot of benefits, but taking that on as a city their size and with their resources might not make the most sense at this time. He too would agree looking into a 287(g) non-compliance home rule resolution and/or ordinance and would like see that put on an October Council meeting once it is drafted and gone through the proper channels with the City's counsel. He thanked Ms. Harmon for her work and the work the ACLU does on behalf of the citizens of Kansas.

2. Review Social Media Insights - Sturges Word Communications

Kate Garcia, Roeland Park's Public Information Officer (PIO) reported that the City is continuing to grow overall with their neighbors continuing to interact with the content they have posted. The City has had some big news that has gotten the attention of folks outside of Roeland Park too. The top posts from June through August were the Aldi opening, the 47th Foodie Fest, information on Roe 2020, Officer Honas and Rango. They do a Rango feature every month as there is continued interest in that. They also had good responses to the "See Red Run" sculpture information as well as the R Park pavilion dedication to the Davises. There is a good mix of community engagement, fun things to do, as well as serious information the community needs to know.

They are also keeping track of the media placements and overall it has been very positive. They do a weekly e-mail of different things happening in the City which they track the open rate of how many people open the e-mail and the click-through rate within the e-mail has increased which means people are interacting further. For June through August they were above 30 percent. The majority of engagement continues to be on Facebook, but the City also posts on Twitter and NextDoor. People tend to respond most to engagement/community events in the City. And overall, Roeland Park has comparable traffic with its neighboring communities.

CMBR Hill asked how it is decided what to put in regarding community stores and churches so it does not seem as though they are promoting one over the other. Ms. Garcia said she receives questions to address, or organizations will reach out to promote their event, but they try to tie everything back to the City.

CMBR Faidley asked what else they could be doing for services that might be effective. Ms. Garcia said she has been thinking of Roe 2020 and there needs to be a plan for that which could possibly be a micro-site or a weekly e-mail for those that opt in.

IV. MAYOR'S REPORT

No report was given.

V. WORKSHOP AND COMMITTEE REPORTS

No reports were given.

VI. REPORTS OF CITY LIAISONS

A. The 47 Committee

The Foodie Fest is Sunday, September 8 at noon. Ms. Jones-Lacy invited everyone to attend. She has received positive feedback and everything is in place. There will be a lot of activities and the kids' activities are free and include a bounce houses, face painting, fun hairstyles and much more.

City Administrator Moody said this a new event conceived by the 47 Committee. He said that Ms. Jones-Lacy has stepped up and taken the lead role and it would not be the event it is without her leadership on that committee and he wanted to thank her publicly for that. He also encouraged the Governing Body to come and this will help the City's neighbors to build events that support that sense of committee.

CMBR Janssen asked about parking at the event. Ms. Jones-Lacy told everyone not to park at the Dollar Store or the car wash. They are also asking people not to park at Taco Republic's little lot. They will be at

the Foodie Fest but their restaurant will also be open. People can park at Taco Republic's secondary parking lot behind the car wash. People can park at Joe's, the print shop, the Northwood lot and at Westwood Chiropractic. There's also on-street parking available.

VII. UNFINISHED BUSINESS

There was no unfinished business discussed.

VIII. NEW BUSINESS

A. Ward 3 Appointment to the Planning Commission

Mayor Kelly said that Mark Kohles who is an architect has been serving on the Planning Commission since 2013.

CMBR Madigan noted that historically all committee appointments and reappointments have occurred before January 1st.

Ms. Jones-Lacy said this reappointment was an oversight since she was out on maternity. It was to have taken place in December of last year

MOTION: CMBR THOMPSON MOVED AND CMBR MCCORMACK SECONDED TO REAPPOINT MARK KOHLES AS THE WARD 3 PLANNING COMMISSION REPRESENTATIVE. (MOTION CARRIED 7-0)

B. Renew Building Inspection Mutual Service Agreement with Westwood

Mayor Kelly said this renewal is a continuation of an agreement that has been in place with Westwood for a number of year. The updates to the agreement reflect a three-year term as well as an increased fee of \$50 to cover personnel costs.

MOTION: CMBR MADIGAN MOVED AND CMBR JANSSEN SECONDED TO RENEW THE BUILDING INSPECTION MUTUAL SERVICES AGREEMENT WITH WESTWOOD. (MOTION CARRIED 7-0)

IX. ORDINANCES AND RESOLUTIONS

A. Charter Ordinance Changing Appointment Date of Newly Elected Officials to the First Meeting in December

Mayor Kelly said this is a continued discussion per the new Kansas law. To be in compliance, staff has recommended the Council consider moving the appointment date from January to December and given direction to the Governing Body to draft Charter Ordinance 36.

CMBR Faidley reviewed the minutes of the 19th and asked if they would have time to publish it twice and wait 60 days for comment before taking effect at the November election. Mayor Kelly said they would have time and that the ordinance would take effect for those elected November 2019.

CMBR Janssen reiterated that they are currently in compliance.

CMBR Kelly asked for the City Attorney to expound on his memo that it does not apply to this election because it is the end of term. City Attorney Maurer said it will not impact the candidates. They are only moving up the time frame when the newly-elected people are seated. Instead of being seated in January, they will be seated in December. It will not affect their filing or campaigning.

CMBR Madigan asked if it would change when their term would end and City Administrator Moody said it would.

CMBR Faidley said they have an option of leaving it alone and letting the new council deal with it and pass the charter ordinance at that time.

CMBR Thompson said she thinks it is appropriate that they take office soon after the election.

MOTION: CMBR THOMPSON MOVED AND CMBR KELLY SECONDED TO ADOPT CHARTER ORDINANCE 36.
(MOTION CARRIED 7-0)

X. WORKSHOP ITEMS

No Workshop items were discussed.

XI. REPORTS OF CITY OFFICIALS

No reports were given.

XII. ADJOURN

MOTION: CMBR MADIGAN MOVED AND CMBR KELLY SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park City Council Meeting Adjourned at 6:50 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-D.
Committee 9/16/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/16/2019
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Agreement with Midwest Pool Management for 2020 Season**
Item Type: Agreement

Recommendation:

Following Council discussion in June of the pool management RFP's, staff was directed to develop a pool management agreement for the 2020 season with Midwest Pool Management. Attached for Council's consideration is an agreement (including supporting exhibits), in the same general form as was used for the 2019 season with JCPRD.

Details:

City staff worked with Midwest Pool Management staff to incorporate appropriate changes to the Pool Management Agreement. The form is generally the same as that developed for the 2019 season, however due to the manager being a private company vs a government agency some revisions were necessary.

Exhibit A- Operations Plan, has been updated but the length of season, hours of operation, programs offered and services offered are unchanged from 2019.

Exhibit B- Budget, has been updated to reflect Midwest Pool Managements management fee and anticipated operations and programming costs as well as the capital investments anticipated for 2020. A detail of the personnel costs is also reflected in this exhibit.

Exhibit C- Pool Rules, are unchanged from 2019.

Exhibit D- Example Invoice, has been updated to reflect MPM's invoice format.

Exhibit E- Inventory reflects the 2019 inventory, it will be updated following the completion of the 2019 season.

Financial Impact

Amount of Request: Midwest Pool related budget is less than the budget adopted for 2020	
Budgeted Item?	Budgeted Amount: 2020 Budget Reflects JCPRD Managing the Facility
Line Item Code/Description:	

Additional Information

Total operating subsidy from the General Fund (excluding capital) for the 2020 season compared to what is projected for the 2019 season is \$65,000 less. This is due to Midwest Pool Management providing a lower management fee and lower operating expenses. This is not due to less employee expense, "Salaries" are actually \$2,500 more with MPM.

How does item relate to Strategic Plan?

Looking at alternative approaches to delivering service is intended to cultivate innovative thinking, yield enhanced citizen satisfaction and improve the cost effectiveness of operations.

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
☐ MPM RFP Submittal	Cover Memo
☐ Draft- 2020 Pool Management Agreement	Cover Memo
☐ Exhibit A- Operations Plan	Cover Memo
☐ Exhibit B: Line Item Budget	Cover Memo
☐ Exhibit B: Personnel Budget	Cover Memo
☐ Exhibit C: Pool Rules	Cover Memo
☐ Exhibit D: Sample Invoice	Cover Memo
☐ Exhibit E: Inventory List	Cover Memo



AQUATIC MANAGEMENT SERVICES
PROPOSAL
CITY OF ROELAND PARK

MIDWEST
POOL
MANAGEMENT

12500 E US Highway 40 Suite L

Independence, MO 64055

Office 816-350-2628

Fax 816-350-2922

www.MidwestPool.com

MIDWEST POOL MANAGEMENT

June 7, 2019

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

Dear Mr. Moody,

Midwest Pool is pleased to submit our proposal to the City of Roeland Park for the Management of their Outdoor Aquatic Facility.

Midwest Pool Management has been managing swimming pools for over 50 years. We have 14 years of experience hiring and recruiting employees from the Kansas City metropolitan area neighborhoods and communities that we serve. We are the only swimming pool management company with municipal aquatic facility experience in the Kansas City area. An important part of our service is a multi-tiered system of supervision and training for our staff. We require on-going in-service training of our staff and each of our lifeguards must re-certify annually. We make impromptu pool inspections multiple times per week. These extra layers of safety add cost to our proposals.

We pride ourselves on being responsive, pro-active and forward-thinking experts. We have high standards, refined procedures, meticulously positive habits, ongoing training and modern technology. We are dedicated, qualified, results orientated, professional and caring.

Mistakes can be costly. Our 50 years of experience will prove to be the most cost-effective choice the City can make.

We live and play in Kansas City metropolitan area. These pools are our pools, and our families enjoy them every day. We expect the best out of our aquatic venues—and so should you.

Sincerely,
Midwest Pool Management



Jimmy Gibbs
Executive Division Manager

ITEM 2,3: MUNICIPAL MANAGEMENT EXPERIENCE

Midwest Pool Management has been managing and servicing aquatic facilities since 1967. For over 50 years Midwest Pool Management has been at the forefront of the tremendous growth of state-of-the-art aquatic leisure facilities. We currently provide management services to municipalities in the St. Louis and Kansas City metropolitan areas along with managing a number of private clubs and subdivision pools. We recruit, train and hire over 1500 lifeguards per year.

Our depth of experience in managing municipal aquatic centers is unmatched in the Midwest.

We define the way we approach management with the municipal client in mind. Our experience has taught us that operating a municipal aquatic facility has unique challenges that are very different from managing a subdivision pool or private swim club. Our staff training program is tailored to deal with the unique demands of municipal aquatic facility management. This includes a comprehensive emphasis on customer service, customers being defined as both the public and the client municipality. We know that our staff will be perceived as your staff and as such they should represent the municipality with the highest professional standards.

Our primary objective is to develop a partnership with our client Cities to best serve the residents of the community by creating a safe and enjoyable environment that will earn the repeat business of your community's patrons. It is your facility and you will not lose any control or authority. In fact, contracting with MPM will allow you to devote your resources to more administrative and planning functions that will be of great benefit to your residents. A successful operation is dependant upon a team effort between Midwest Pool Management and our clients.

All of Midwest Pool Management Key Personnel are Certified Pool Operators. Additionally, Bert Forde, Crissy Withrow and Jim Bastian are Instructors for the National Swimming Pool Foundation, and are licensed to teach the Certified Pool Operator's course along with many of the other NSPF courses.

Midwest Pool Management's technical knowledge and hands-on experience with the variety of possible components that make up the filtration system is unmatched in the area of aquatic facility management.



ITEM 4, 6, 7, 8, 9, 11, AND 21: REFERENCES AND MUNICIPAL EXPERIENCE

Kansas City- The Springs At Tiffany Hills

Client Since 2006

An outdoor municipal waterpark that includes a 50-meter pool with a movable bulkhead, two water slides, a lazy river, zero depth entry with an interactive play feature, and a spray area. The Springs is a premier competitive swimming venue in the Kansas City area. We operate the front gate, concessions, programming as well as providing lifeguard and operational services.

Owner: City of Kansas City
Contact: Doug Schroeder, (816) 516-7650
Guard Staff: 110



City of Kansas City, MO-9 Neighborhood Aquatic Facilities **Client Since 2009**

We added the City of Kansas City's major and neighborhood pools as a client in 2009. The 9 facilities have a wide variety of ages, mechanical structures, filtration systems, chemical delivery systems and clientele. We also operate the front desk, programming and concession operations at the facilities.

Owner: City of Kansas City, Missouri
Contact: Doug Schroeder, (816) 516-7650
Guard Staff: 120 at 9 different facilities

KANSAS CITY NEIGHBORHOOD POOLS MANAGED BY MIDWEST POOLMANAGEMENT

Swope
Grove

Gorman
Budd

Brush Creek
Ashland Square

Arbor Villa
West Terrace
Line Creek

Kansas City Neighborhood Pools Managed By Midwest Pool Management



Warrensburg, MO, Rec Center and Nassif Outdoor Aquatic Center Client Since 2008

An indoor aquatic center in a recreation center and a newly remodeled outdoor waterpark. These facilities feature water slides, lap lanes, interactive play, and the outdoor facility has a long lazy river.

Owner: City of Warrensburg, Missouri
Contact: Danielle Fessler, (660) 747-7178
Guard Staff: 85



City of Independence-Adventure Oasis

This facility includes a competition pool, water slides, lazy river, and interactive play equipment. We operate the front gate, concessions, and programming as well as providing lifeguards and operational services.

Owner: City of Independence, Missouri
Contact: Eric Urfer, Director (816) 325-7361
Guard Staff: 120

Client Since 2005



City of Kansas City- The Bay Water Park

This state of the art water park opened in May 2012 and features many firsts for the Kansas City area, a wave generating lazy river and a swirl bowl slide. This park also boasts a lap pool with a basketball goal and floatable animals, a water playground, and 2 tube slides. The filtration system uses a "green" technology in regenerative filter media. MPM manages the front desk and concession operations and manages 10 other facilities for the City of Kansas City.

Owner: City of Kansas City, Missouri
Contact: Doug Schroeder (816) 516-7650
Guard Staff: 90
Support Staff: 25

Client Since 2012



City of Grain Valley, MO

Client since 2008

A suburban facility that includes a 25-meter lap pool area with a connected zero depth entry, kiddie frog slide, double flume slide, and floatable toys.

Owner: City of Grain Valley, MO
Contact: Shannon Davies, (816) 847-6230
Guard Staff: 15



City of Odessa, MO

Client since 2014

A suburban facility that includes a 25-meter lap pool area with a connected zero depth entry, kiddie slide, double flume slide, and single flume slide.

Owner: City of Odessa, MO
Contact: Lindsey Adams, (816) 633-8364
Guard Staff: 15



Arnold Recreation Center and Municipal Pool

Client Since 1991

In 2005 Arnold opened a new state of the art outdoor aquatic center and a new indoor facility as part of their new recreation complex. MPM manages both aquatic facilities. We had been managing their old pool since 1991, but it is now closed.

Owner: City of Arnold, Missouri
Contact: Dicky Brown, (636) 282-2380
Guard Staff: 90



Webster Groves Recreation Center

Client Since 1995

Project includes three separate pools - L-shaped competition pool with diving tank, a zero-depth entry tot pool with interactive play structure, and a zero-depth entry leisure pool with a tube slide, lazy river, and raindrop fountain.

Owner: City of Webster Groves, Missouri
Contact: Scott Davis, (314) 963-5634
Guard Staff: 50



City of Ellisville, MO – The Edge

Client for more than 10 years

Outdoor aquatic center with an 8 lane competitive pool, two one meter diving boards, zero depth entry leisure pool with vanishing edge and underwater benches. A separate play pool has interactive play features.

Owner: City of Ellisville, Missouri
Contact: Lisa Blumer, (636) 227-7508
Guard Staff: 40



City of Ferguson

Client since 2016

It features a leisure pool with current channel, water slide, competition pool and splash pad.

Owner: City of Ferguson
Contact: Matt Unrein (314) 524-4721
Guard Staff: 20-25



Center of Clayton

Client since 2015

This facility will open for the first time in May of 2016. It features a leisure pool with current channel, water slide, competition pool and splash pad.

Owner: City of Clayton
Contact: Patty DeForrest (314) 290-8460
Guard Staff: 25



Clayton Shaw Park

Client since 2016

This facility is an outside seasonal facility featuring a competition pool, a deep dive well and children's pool.

Owner: City of Clayton
Contact: Patty DeForrest (314) 290-8460
Guard Staff: 40



City of Troy

This facility opened for the first time in 2012. It features a leisure pool with play feature, current channel, water slide, competition pool and splash pad.

Owner: City of Troy
Contact: Ryan Howell, (636) 462-7605
Guard Staff: 25-30



Client since 2012

City of Shrewsbury

This is an outdoor municipal facility that has a competition pool and a leisure pool with zero depth entry, interactive play structure, lazy river, flume slide, and a vortex.

Owner: City of Shrewsbury, Missouri
Contact: Chris Buck, (314) 647-1003
Guard Staff: 50



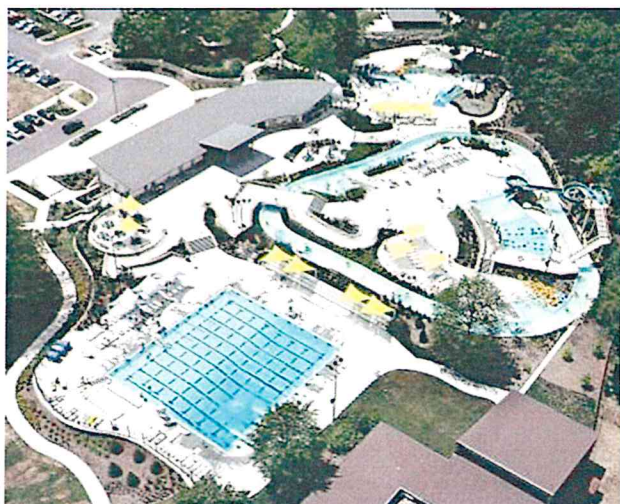
Client for more than 10 years

Crestwood Aquatic Complex

Client for 13 years

This is an outdoor facility that includes a competition pool, lazy river, two water slides, water spray toys, tumbling buckets and lily pad walk.

Owner: City of Crestwood, Missouri
Contact: Eillen Ramirez (314) 729-4860
Guard Staff: 90

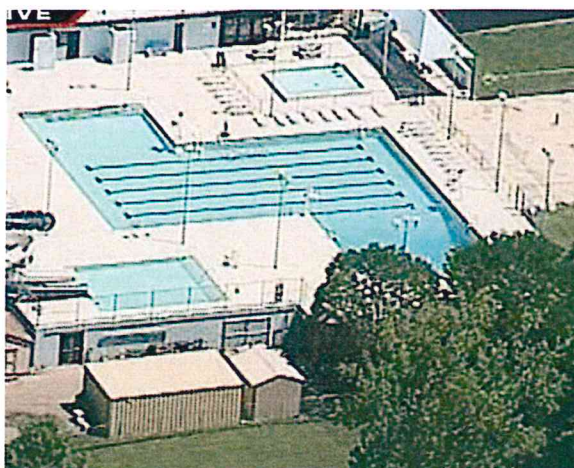


City of Warrenton, MO

Client Since 2007

This facility features a competitive pool, wading pool area and two water slides and a splash pad.

Owner: City of Warrenton
Contact: Terri Thorn, (636) 456-3535
Guard Staff: 25



City of Pacific, MO

Client since 2013

A traditional facility that includes a 25-yard competition pool area with a dive well.

Owner: City of Pacific, MO
Contact: Steve Roth, (636) 271-0500
Guard Staff: 12



City of Washington, MO

Client Since 2005

An outdoor 50 meter pool with a separate leisure pool with water slides and interactive play features. Our sister company, Westport Pools, built the leisure pool and the installed water features.

Owner: City of Washington, Missouri
Contact: Darren Dunkle, (636) 390-1080
Guard Staff: 40



Carbondale Park District

This facility opened for the first time in May of 2016. It features a leisure pool with current channel, water slide, competition pool and splash pad.

Client since 2016

Owner: Carbondale Park District
Contact: Kathy Renfro (618) 529-4147
Guard Staff: 25-30



ITEM NO. 5: PROPOSED MANAGEMENT FEE

\$34,850

Midwest Pool Management is proposing to provide the following scope of duties:

The following list details many of the items included in our firm management fee:

- Costs associated with recruiting and hiring of cashiers, concession, management and lifeguard staff- including extensive job posts, school visits, and job fairs.
- General Liability insurance as detailed in our Clarifications and Variances page.
- Costs associated with DiGiQuatic Facility and Employee Scheduling software
- Office support including administrative support to manage the reservation process with daycare and day camps, swimming lessons, birthday parties and rental groups
- Site specific training of staff as detailed below:
- Supervision of the operation by Midwest Pool Management senior staff members and field personnel
- Provide training and personal protective equipment for safe handling of hazardous swimming pool chemical materials, blood-borne pathogen protocols, sexual harassment training, customer service training, and appropriate accommodations required per the ADA
- Personnel to management the daily deposit process.
- Coordination of Health Department and Fire Marshall Inspections, including communicating any deficiencies and follow up any corrections as needed.
- Prepare and manage the concessions operations.
- Daily, weekly and annual preventative maintenance inspections. Recommend any needed repairs. Follow up with quotes, feedback, photos and inspections.
- Clients have access to over 100 years of knowledge by aquatic industry leaders.
- Code compliance and knowledge including lifeguard training certifications, Certified Pool Operations certification, VGB and Model Aquatic Health Code.
- Professional advice on pool management best practices, equipment purchases and facility service and repair.
- Projected maintenance needs to keep your pools and systems at a high and well-maintained standard
- 24/7 availability of Midwest Pool Management principals to respond to any urgent matters.
- Off-Season inspections of aquatic facility.
- Overhead and profit

ITEM 10: SAFETY AND LIFEGUARD TRAINING

Midwest Pool Management is proud to be a Starfish Aquatics Institute Training Facility. The Starfish training programs are recognized by both national and state regulatory agencies for meeting the strictest requirements for lifeguard training. Our company president, Bert Forde served on the Starfish Executive Advisory Board for five years. Starfish Aquatics is partnered with the American Safety & Health Institute and the multitude of safety related resources of ASHI are available to our client.



Starfish Aquatics is a Professional Provider for the USA Swimming Foundation, and the YMCA of the USA. Starfish Aquatics Institute is a provider for and collaborates with several risk management agencies that service parks and recreation agencies such as MIRMA, PDRMA AND IPARKS.

Important components of our safety program are:

- Impromptu safety audits that are conducted by MPM Instructors
- Impromptu safety audits conducted by Starfish Aquatic Institute trained auditors. This provides our clients with third party safety checks on the competence of the staff employed at your facility to ensure that they are rescue-ready.
- Lifeguards must recertify lifeguard training every year. This is not just CPR or First Aid, but the lifeguard training as well. All of our lifeguards are trained in Emergency Oxygen Administration and AED.
- Lifeguards must attend a preseason orientation meeting
- Lifeguards must attend a minimum of 4 hours of monthly documented in-service training.
- Managers must attend a pre-season Manager's training session
- Weekly stand audits are performed to verify the efficacy of lifeguards at their stations

CLARIFICATIONS AND VARIANCES

- A. **Minimum Wage:** A Kansas lawmaker has filed House Bill 2022, which would raise the minimum wage from \$7.25 per hour to \$11 in 2020 and then to \$15 in 2021. The future of this bill is uncertain. As such, upon any change in Federal or State guidelines, which govern the Midwest Pool Management's operation and/or employees, Midwest Pool Management may present a new contract amount in writing to the City. The City has 30 days to accept or reject the new amount.
- B. **Health and Safety Standards:** MPM shall meet all Health and Safety Standards set forth by the City of Roeland Park, the State of Kansas and the Federal Government as they relate to MPM's responsibilities for the operation of Roeland Park Aquatic Center. MPM has no authority or responsibility to make changes to the physical plant to comply with these guidelines. The City shall have the ultimate authority and responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act and the Americans with Disabilities Act. Midwest Pool Management shall communicate with the City about any violations it observes under these Acts.
- C. Midwest Pool Management will winterize and de-winterize the aquatic facility.
- D. Midwest Pool Management will deposit all revenue into City bank accounts. The City will be responsible for paying all operating expenses.
- E. **Insurance:** Because of the complexity of insurance language, Midwest Pool Management routinely sends all insurance language in RFPs and Contracts to our Insurance Agent for review. Below are the comments and advisement we received on that review:

Section 7.7.2.2 page 11, sentences 7 - 9: "no more restrictive than the coverage provided by a standard Commercial General Liability Policy form (ISO CG00 01 96) with standard Bodily Injury and Property Damage exclusions, and standard Personal and Advertising Injury exclusions."

Policy form is the updated CG 00 01 04 13 edition date.

Later in the same paragraph: "...written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Kansas and currently rates "A" or better by the A.M. Best Company." –

Our General Liability is Scottsdale Insurance. They are a Non-Admitted carrier with an "A+" A.M. Best Rating. We are requesting that the phrase "as an admitted carrier" be deleted.

CLARIFICATIONS AND VARIANCES

7.7.2.8 Regarding the requirement for our Professional Errors and Omissions: Midwest Pool Management provides \$1,000,000 Per Occurrence / \$2,000,000 Aggregate. We are exploring whether our carrier would maintain that coverage for a year after termination of the agreement. We cannot confirm that at this time.

7.7.3 We will add "30 days Notice of Cancellation for reason other than non-payment."

7.7.5 Midwest Pool Management's policy has a Blanket Waiver of Subrogation

7.7.8 Requires that Midwest Pool Management list the Owner as a "Named Insured". Our carriers do not do that. Our carrier would list the City as an "Additional Insured".



Fact Sheet

Since its inception in 1999, the innovations and practices developed by SAI have taken the delivery of aquatic training and operational support to a new level.

I. Comprehensive Risk Management Model

- SAI was the first to offer both a certification program for community-based training, and a comprehensive risk management system for those clients who train in-house and would like operational support and an accountability system.
- SAI was the first to develop a risk management system as a teaching method and integrated into every aspect of the organizations programs. The Starfish Risk Management Model serves as a touchstone for accountability and consistent quality at all levels: from training to organizational responsibility. This is different from some organizations who simply view risk management as a money-making service or rigid “one-size-fits-all” approach.
- SAI created, and is the only organization to have a Competency Assessment and Performance (CAP) record folder required for each lifeguard.
- SAI provides zone validation tools to create effective lifeguard staffing levels according to evaluation of the activity and attraction.
- SAI collaborates with the internationally recognized Health & Safety Institute to provide the latest evidence-based standards and protocols for emergency care.
- The StarReview lifeguard and operations auditing program provides unannounced audits of lifeguard performance and facility operations. Review staff are carefully selected, highly experienced, and take a mentorship approach to motivating exceptional performance.
- SAI recognizes exceptional performance on StarReviews through its national award program and 3,4,5-Star facility designation.
- Lifeguards are expected to adhere to published StarGuard Best Practices that encompass all components of the SAI Risk Management Model, including receiving site-specific training and ongoing enrichment (in-service) training.

Midwest Pool Management utilizes the fastest growing and best provider of lifeguard certification and aquatic risk management services.

Over the years we have had experience with the other national training agencies, which gives us a qualified perspective to evaluate options. We firmly believe that the Starfish Aquatics Institute (SAI) provides the highest level of training, value, and ethical operations. We can, in turn, pass exceptional service along to our clients. This fact sheet is designed to help you know more about this

II. Exceptional and Innovative Training Methods and Materials

- SAI produces the highest quality print and interactive online training materials through Human Kinetics, the world's leading publisher for the activity field.
- SAI is the only agency to offer all aquatic certification needs: lifeguard, swim instructor, pool operator, as well as provide management consulting.
- SAI is the first and only agency integrate experiential learning theory into a curriculum and systematic instructor development program— creating confident and competent lifeguards and emergency care providers.
- The StarGuard curriculum has an emphasis on Victim Recognition Training (VRT) and takes a unique multi-pronged approach to teaching lifeguards how to “learn-to-look” (L2L™).
- SAI was the first to integrate components of the “5-minute scanning strategy” into a training curriculum.
- Over 20,000 StarGuard lifeguards are trained annually. Many are international students who choose to come work in the United States, or who work at waterparks or aquatic facilities around the globe.
- StarGuard training satisfies, and in many instances exceeds, state and local health department regulatory requirements.
- The Starfish Swimming learn-to-swim curriculum, and the AquaTech pool operator curriculum are fast becoming known as exceptional programs that meet the educational and delivery needs better than other options.

III. Service and Reputation

- SAI has a proven record of quality and service. Clients have come to SAI from other providers for a reason, and they have stayed, with a retention rate of over 90%. Client references are always available.
- SAI is a Professional Provider for the USA Swimming Foundation, and was instrumental in developing the pilot for the Make-a-Splash initiative, and water safety events used today around the country.
- SAI is an Authorized Provider for YMCA of the USA.
- SAI is a provider for, and collaborates with several risk management agencies that service parks & recreation agencies such as PDRMA, IPARKS, MIRMA.
- The SAI list contains the full spectrum of aquatic venues and organizations, from small seasonal pools through the largest indoor waterpark in Eastern Europe. Most important, SAI understands pool management, and in particular, the municipal parks & recreation field.

IV. Founded and Operated by Highly Respected Industry Leaders

- SAI was founded by Jill White, who, in 2010, received the World Waterpark Association's Commitment to Excellence award for “leadership and consistent example of business and operational excellence”. She is consistently named as one of the “Power 25” aquatic professionals by *Aquatics International*. The author and editor of numerous aquatics publications and articles, Jill sits on several national committees shaping the future of aquatics, including being a technical contributor for the CDC sponsored Model Aquatic Health Code project. As an industry leader, she is a frequent speaker at national and international conferences, and frequently consults in legal cases. Before starting SAI, Jill was national staff for the international aquatic risk management firm Jeff Ellis & Associates for a number of years.

- Leslie Donovan is President and CEO of SAI. A licensed attorney, Leslie spent many years in the private practice of law before joining the Board of Advisors for SAI. Following her roles as United Airlines' lead negotiator in the financing and construction of Denver International Airport and as the volunteer brand protection manager for the 1992 Winter Olympic Games in Salt Lake City, Leslie brought her understanding of both the business and legal aspects of management to SAI. She has served on numerous Boards of Directors and most recently served as the President of the Northwestern University Alumni Association.

CONCESSION OPERATIONS EXPERIENCE AND REFERENCES

City of Independence-Adventure Oasis

Client Since 2005

We operate the front gate, concessions, and programming as well as providing lifeguards and operational services. Gross concession revenue averages approximately \$75,000 per season. This facility includes a competition pool, water slides, lazy river, and interactive play equipment.

Owner: City of Independence, Missouri
Contact: Eric Urfer, Director (816) 325-7361
Guard Staff: 120



City of Independence Concessions for 4 Athletic Fields

Client Since 2015

Mill Creek \$17,000 gross revenue
Athletic Complex 1 \$5,000 gross revenue
Athletic Complex 2 \$3,000 gross revenue
Crysler \$500 gross revenue

Owner: City of Independence, Missouri
Contact: Eric Urfer, Director (816) 325-7361

City of Kansas City- The Bay Water Park

Client Since 2012

Midwest Pool Management manages the front desk and concession operations. This state of the art water park opened in May 2012 and features many firsts for the Kansas City area, a wave generating lazy river, a Flow Rider surfing amenity and a swirlbowl slide. This park also boasts a lap pool with a basketball goal and floatable animals, a water playground, and 2 tube slides. The filtration system uses a "green" technology in regenerative filter media and UV.

Owner: City of Kansas City, Missouri
Contact: Doug Schroeder (816) 516-7650
Guard Staff: 90
Support Staff: 25



Swope Park Pool for the City of Kansas City

Client Since 2009

We supervise the front gate, concessions, programming as well as providing lifeguard and operational services. An outdoor historic 50 meter pool with a separate diving pool and a spray area. In addition to being open to the public, Swope hosts over 15,000 children during the summer months as part of summer camp participation.

Owner: City of Kansas City
Contact: Doug Schroeder, (816) 516-7650



Shaw Park, City of Clayton

Client Since 2016

We supervise the front gate, concessions, programming as well as providing lifeguard and operational services. An outdoor municipal aquatic facility.

Owner: City of Clayton
Contact: Patty DeForrest, (314) 290-8460
Guard Staff: 40



City of Troy

Client since 2012

This facility opened for the first time in 2012. Midwest Pool Management operated the concession stand for two years. The facility features a leisure pool with play feature, current channel, water slide, competition pool and splash pad.

Owner: City of Troy
Contact: Ryan Howell, (636) 462-7605



City of Pacific

Client since 2012

A traditional facility that includes a 25-yard competition pool area with a dive well.

Owner: City of Pacific, MO
Contact: Harold Selby, (636) 271-0500
Guard Staff: 12



New Town at Shire Lane

Client since 2008

Last season, Midwest Pool Management was asked to provide the concession stand operation responsibilities. The facility features a leisure pool with lazy river, whirlpool, kiddie pool and competition pool.

Owner: New Town at Shire Lane
Contact: Lisa Galati, (314) 576-0200 ext 200
Pool Attendants and staff: 8



ITEM #14: QUALIFICATIONS OF AQUATIC STAFF

Front desk/cashier: Individuals control entry into the facility by collecting daily admission fees and verifying pass holders. This first person of contact is responsible for setting the tone of the guests visit to the facility making ideal customer service a top priority. These individuals will disseminate information about the park, answer questions, point out rules and assist with customer concerns/complaints. This staff will also enroll participants in swimming lessons, birthday parties, season passes, etc.

Lifeguard

The first and most important responsibility for all lifeguards is to promote safety and perform when a rescue is necessary. Lifeguards must be able to react to life threatening situations as trained by Starfish Aquatics in the Lifeguard Training course (including CPR and First Aid). All lifeguards must attend mandatory in-service training each month during their employment.

Lifeguards must:

- Complete requirements for the Starfish Aquatics Training Program.
- Recognize an emergency situation in their zone of responsibility within 10 seconds and reach a guest in distress within 20 seconds.
- Recognize areas of potential danger.
- Keep the pool(s) clean.
- Keep the bathrooms and bathhouse clean.
- Keep the pool area/perimeter picked up and clean.
- Communicate with staff members and guests.
- Be professional.
- Enforce the pool rules consistently.



Head Guard

Head Guards are responsible for all of the above requirements and duties and more. A Head Guard reports directly to the facility Manager and assists the Manager in everyday duties including coordinating rotations, checking and maintaining proper chemical readings and enforcing company and pool rules. Head Guards may rotate positions with the lifeguards, or they may roam the deck in order to be available to handle any situations that arise.

Grounds keeper/janitorial

A clean pool and facility are the primary interests of your guests and it is this individuals' responsibility to make sure those expectations are being met. Grounds keepers will, at a minimum of every hour, clean the bathrooms and dressing rooms, keep the pool deck clean by constantly picking up trash, washing down the deck and emptying trash cans, keep the pool furniture clean and in an orderly manner and immediately make the supervisor on duty aware of any safety concerns or maintenance issues.

Manager

Managers are responsible for all of the above requirements and duties as well as assigning and overseeing other pool staff. As the person in charge of their facilities operation, it is very important that a manager sets a good example for the staff and patrons. People look to the Manager for answers and direction. The manager on-duty may be required to perform various other tasks depending on the facility they are assigned to.

A Manager may have all of the following extra duties:

- Make bank deposits.
- Complete and submit paperwork.
- Pick up supplies.
- Order chemicals (such as chlorine, DE, etc.)
- Conduct in-service training.
- Fill out daily checklists.
- Account for all pool keys.

Managers will communicate closely with the Field Supervisor and/or District Manager. A good Manager is vital to a successful season.

Swim Lesson Coordinator

While some of our smaller pools may not have lessons, most of our municipalities and subdivision pools do. These pools will have a swim lessons coordinator. The Coordinator trains instructors, coordinates lessons at our pools and handles customer questions and complaints. The Coordinator is responsible for turning all paperwork into the office including payroll information. All questions relating to our lesson program are directed to this individual.

Field Supervisors

Field Supervisors are personnel who have been specially trained to handle in-the-field problems, including mechanical, chemical, and staff situations. Field Supervisors also perform frequent unannounced inspections of our facilities to make sure that company standards for safety and cleanliness are always maintained. Supervisors report directly to the District Managers and work very closely with them to make sure our pools run smoothly.

Rental Coordinator

The Rental Coordinator is responsible for coordinating private rentals at our pools and arranging for staff coverage of these rentals. The Party Coordinator is responsible for rentals at all of our facilities and works out of our office. The Party Coordinator reports directly to the District Manager and will work closely with the pool Manager's and the Payroll department to ensure that the rentals are staffed and the clients are billed correctly.

ITEM No. 15:

QUALIFICATIONS OF CORPORATE MANAGEMENT STAFF

Bert Forde, President, Midwest Pool Management

Bert has over 35 years of experience in operating commercial aquatic facilities. Midwest Pool Management manages over 70 commercial facilities in the St. Louis and Kansas City areas and employs over 1,500 lifeguards. She served on the National Executive Advisory Board for Starfish Aquatics. She is also a member of the St. Louis County Health Department Aquatic Advisory Committee. An active member of the Missouri Park and Recreation Association and recipient of MPRA Aquatic Section's Distinguished Service Award. Bert is a Certified Pool Operator Instructor for the National Swimming Pool Foundation. Other professional involvement includes past President of the National Pool Management Association and speaker at state and national conferences.

Jimmy Gibbs, Executive Division Manager

Jimmy serves MPM as Executive Division Manager for the Kansas City area and directs a regional office located in Independence, MO. He has 23 years of municipal park and recreation experience including 16 years serving as the Recreation and Aquatics Services Manager for the Lawrence, KS Parks and Recreation Department. Jimmy has held numerous leadership positions for state and national park and recreation associations. In 2015, he served as President of the Kansas Recreation and Park Association. He also serves as a Subject Matter Expert for the NRPA Aquatic Facility Operator Exam and is a Certified Park and Recreation Professional.

Crissy Withrow, Vice President St. Louis

Crissy has been active with MPM and Westport Pools since 1996. She has served as lifeguard, manager, and supervisor of pools and waterparks. She graduated from the University of Missouri-Columbia. She worked for three years as Project Manager for Westport's pool construction division. Crissy is active with the Aquatic Section of the Missouri Park and Recreation Association. She is a StarGuard Lifeguard Training Instructor Trainer and a Certified Pool Operator Instructor for the National Swimming Pool Foundation. Her front line experience coupled with her knowledge of aquatic systems is very valuable.

Chad Beasley, Director of Operations

Chad has served in progressively responsible roles in his 11 years with MPM. He provides operational direction and training supervision for 23 pools in the Kansas City metropolitan area. He began as a lifeguard and manager for Midwest Pool Management and progressed through the ranks gaining invaluable hands-on experience and knowledge. He is a StarGuard Lifeguard Instructor Trainer and a Certified Pool Operator through the National Swimming Pool Foundation.

Michael Queen, District Manager

Mike is a recent graduate from the University of Arkansas and recently moved to Kansas City. He joins the team with past experience working for the City of Joplin Parks and Recreation Department. Mike works closely with our facility managers and supervising the day-to-day operations around the Kansas City area and is a Certified Pool Operator through the National Swimming Pool Foundation.

Sandy Motes, Office Manager

Sandy is the newest member of Midwest Pool Management and serves as our office manager in the Kansas City office. Her greatest responsibilities include accounting, human resources and information processing. Prior to joining MPM full time, Sandy was an assistant teacher and special services Para educator in an area school district—and worked summers for MPM as front desk and concessions manager at various pools.

ITEM No. 12,17:

TYPE OF ACCOUNTING SYSTEM AND SOFTWARE USED

Midwest Pool Management Accounting Department

The MPM combined accounting department is responsible for the record keeping of six companies of which MPM is the second largest entity. The companies range in size of annual revenues from \$50,000 to \$22 million.

The software used is **Sage 300 CRE** which was implemented more than 15 years ago. Training is available on the software as needed. All personnel work with Midwest Pool Management (MPM) as part of their responsibilities.

The staff at the aquatic centers we manage are trained to work with the Point of Sale software provided by the aquatic center owner. Further discussions will determine if it is cost efficient for the City to provide the computers and software or for the City to pay the management company to purchase the equipment and software programs for point of sale and membership processing.

Midwest Pool Management is always seeking methods to operate more efficiently. We are open to exploring new software that could make our reporting to the City more seamless and timely.

ITEM No. 12,16:

QUALIFICATIONS OF CORPORATE ACCOUNTING STAFF

Vice President of Finance

12 Years at MPM

Has a BSBA Degree with a major in accounting from the University of Missouri – St Louis. Has 40+ years in bookkeeping and accounting including time with Deloitte, in private industry, and working with clients as a contract accountant and administrator. Employers and clients have included industry sectors in manufacturing, service, construction, and non-profit. Responsible for some daily tasks within the department as well as the reporting requirements both internally and externally.

Accounting Director

3 Years at MPM

Earned a Bachelor of Science Degree in Public Finance and Economics from Indiana University and has a strong background in the accounting field with an emphasis in the home building and construction industries. Previous positions included financial manager, controller, financial analyst, and senior accountant. Oversees the daily work in the accounting department and works closely with the VP of Finance while also performing analysis work on jobs and contracts.

Payroll Specialist

2+ Years at MPM

Over 40 years of experience doing payroll, bookkeeping, and accounting for various business including businesses in the medical, construction, service, and government contract closings as well as union administration. Position is responsible for the processing the payrolls for all entities, beginning with the import from the time keeping system through the processing and posting of checks. Position is responsible for making all necessary changes in the employee profiles such as wage changes, deduction changes, etc. and verifying that all pays are correct as to the allocation of regular and overtime hours as the payroll is biweekly and the overtime is calculated using hours worked per week; this requires manual adjustment to the payroll. MPM processes over 1500 pays biweekly and 30 pays semi-monthly during the summer months of employment.

Accounts Payable Specialist

2 Years at MPM

Person has over 20 years' experience in the financial area. This includes businesses in the banking industry, tax offices, and financial customer service arenas. Position is responsible for all aspects of accounts payable from coding and entering invoices through the payment process. Handles all accounts payable calls and resolves issues with vendors. Coordinates with various department personnel to ensure a timely recording of payables.

Accounts Receivable Specialist

3+ Years at MPM

Since graduating from Truman State University with a Bachelor's Degree in Hospitality Management, this person began as an intern with MPM and moved to the accounting department first taking on the role of accounts payable and now serves in accounts receivable. This position handles all aspects of AR including invoicing, customer communication as to past due account balances, and resolving issues surrounding the invoices. Position also performs month end reconciliations.

ITEM NO 18: ONBOARDING, SCHEDULING AND ATTENDANCE SOFTWARE

WEB-BASED ONBOARDING SYSTEM

- Employees go online to answer questions across multiple forms (I-9, W4, benefits, etc.).
- Employees enter information just once
- Forms are automatically populated, submitted and stored on a secure server
- When finished answering required questions, employees electronically sign and safely submit each form.
- Completed forms are viewable in PDF format.
- HR staff electronically receives submitted forms to review and manage.
- Once approved, all forms can be archived and stored securely and can be viewed in PDF format or printed as needed.

COMPUTERIZED CLOCK-IN SYSTEM MEANS COST SAVINGS FOR OUR CLIENTS

The City will only pay for actual hours worked. One of many challenges of managing a large aquatic center is the scheduling of, and monitoring of actual time worked to avoid costly errors in payroll. Midwest Pool Management has over 20 years of experience in managing unusually large staffs. We utilize a computer time management system that:

- Requires the staff to clock in and out with a personal pin number and activity code through our central computer
- Provides us with instant access to real-time staffing levels at all times. No need for us to wait until timecards is turned in to see how many people were on duty on a given day.
- Records time to the 1/100th of a minute.
- Verifies legitimacy by using voice recognition and caller id technology.
- Staff can view their schedules, pay check stubs and hours worked on-line.
- E-Notify component sends to staff alert of scheduled shifts and total hours.

WEB-BASED STAFF SCHEDULER

Midwest Pool Management uses a web-based scheduler to create and manage aquatic facility staff schedules.

- Can create and adjust schedules from any browser on a desktop, laptop, tablet or mobile device.
- Program identifies available employees to assist in filling shifts.
- The schedule is always up to date.
- Auto-Schedule maximizes the availability and desired hours of all employees first. Shifts are spread across all staff up to their desired hours before starting to go up to max weekly hours, to keep the schedule fair and consistent across staff.
- Staff have 24/7 mobile access to their schedules.

POINT OF SALE HARDWARE AND SOFTWARE

- Each of our current clients require that Midwest Pool Management use the respective City's Point of Sale and Check-in equipment so that their aquatic facility information transfers to the respective City's financial software seamlessly. As such, Midwest Pool Management does not currently possess point of sale software and hardware for patron enrollment in memberships or special programming.
- Further discussions are required to determine the most efficient way to manage the patron pass and entrance process as well as register for programming offered at the aquatic facility.

ITEM No. 19: PROPOSED COMPENSATION AND STAFFING PLAN

Midwest Pool Management is proposing to provide staffing levels and cost for open swim operation. Based upon these assumptions, we would establish the estimated salary budget as detailed below. This salary budget includes personnel to sell season passes, front desk workers to collect daily fees, managers, assistant managers, head guards, lifeguards and concession staff to be on duty during open swim hours as further detailed below. The salary budget is developed based the hours and dates of open swim in the City's bid packet.

With this submittal, the **City will only pay actual hours worked**. We use an online payroll system, whereby staff clock in using proximity sensors and are automatically clocked in or out. This provides for more accurate timekeeping, allows our managers to instantly know staffing levels and reduces staffing costs. Patron and staff safety are of the utmost priority but low attendance caused by non-ideal weather can result in staff reductions or early closure of the facility at the City's direction.

This salary budget also includes personnel to clean the facility outside of open swim hours, and regular in-service training for staff.

As part of our training, risk management and safety program, the salary budget has been developed to include pre-season training for all facility staff, monthly required in-service training for management and all lifeguard staff, monthly staff meetings for all facility staff, and requested external risk management and safety facility audits (to be determined at a later date).

May 23 – August 9, 2020.	Monday - Saturday: Noon – 8 pm Sunday: 11 am – 6 pm.
August 10 – Sept. 7, 2020:	Monday – Thursday: Closed Friday: 4:00 pm – 7 pm Saturday and Sunday: Noon – 6 pm Labor Day: Noon – 6 pm

- 1 Manager or Assistant Manager on duty at all times the facility is open
- 12 Lifeguards during open swim*
- 1 Front Desk Attendant during open swim
- 1 Concession attendant during open swim

***Lifeguard Placement:**

Main competition pool and four lane lap area:	5 lifeguards
Kiddy pool:	1 lifeguard
Slide, top and bottom:	2 lifeguards
Vortex:	2 lifeguards
Rotation guards:	2 lifeguards

ITEM No. 19: PROPOSED COMPENSATION AND STAFFING PLAN

Staffing levels for Lifeguards and the Concession Attendant may be adjusted for cold or slow days to maintain efficiency, fiscal responsibility, and applicable safety guidelines.

Position **2020**

Manager	\$16.00
Assistant Manager	\$14.50
Head Guard	\$12.50
Lifeguard	\$9.75
Front Desk Attendant	\$9.00
Concession Worker	\$9.00
Swim Lesson Inst.	\$11.00
Swim Lesson Lead	\$12.00
Water Aerobics instructor	\$16.00
Masters Coach:	\$16.00
Stingray's head coach	\$15.00
Stingray's assts coach	\$13.00

Approximate Salary Budget: \$153,500

Special Program hours have not been calculated and are not part of this Estimate.

Special program hours will be invoiced at the hourly rates detailed above. Payroll taxes and fees will be added to the above hourly rates.

Notes:

1. Payroll taxes and fees will be added to the above hourly rates.
2. Wages listed are *average* per job classification, actual wages may differ as employees will be paid based on years of experience and qualifications. Some employees may be below these hourly rates.
3. These wages are reflective of the current Kansas minimum wage of \$7.25. If minimum wage increases prior to or during the 2020 or subsequent seasons, an adjustment in wages may be needed.
4. Future years are not listed as a post-season review would need to occur to ensure wages are commensurate with ability to recruit and retain staff.

ITEM No. 19: PROPOSED COMPENSATION AND STAFFING PLAN

The City will only be billed for actual wages paid to MPM employees plus payroll burdens. Midwest Pool Management has submitted a Salary Budget based upon staff salaries and associated payroll taxes for the open swim hours detailed above. The Salary Budget shall be invoiced monthly. Payroll records are available for review by the City.

Salary budget will be recapped in September of each year and reconciled monthly with actual hours worked at the rates outlined above.

Upon any change in Federal or State guidelines, which govern Midwest Pool Management's operation and/or employees, Midwest Pool Management may present a new contract amount in writing to the City. The City has 30 days to accept or reject the new amount.

ITEM NO. 20: PROPOSED CONCESSION PLAN AND MENU

Soda (16.9 or 20 ounce bottles)	\$2.00	Pretzel w/cheese	\$3.00
Gatorade	\$2.00	Chips	\$1.00
Water	\$2.00	Candy bars	\$1.00
Hotdog	\$2.00	Premium Ice Cream	\$3.00
Hotdog w/cheese	\$3.00	Ice cream bars	\$2.00
Nachos	\$3.00	Slushie	\$2.00
Premium Pretzel	\$4.00	Pizza Slice (name brand)	\$3.00
Pretzel	\$2.00		

Specialty items may be made available during special events. For example, the concession stand may offer fresh fruit, coffee, and deli sandwiches during swim meets as healthier options for participants and spectators. Additional offerings will be available for birthday parties including cupcakes, special ice cream treats, etc.

Midwest Pool Management would entertain input and feedback from the City on any menu changes. Midwest Pool Management will provide staffing through salary budget with City paying 100% of staffing expenses and 100% of food and supply costs. City retains 100% of the revenue. Midwest Pool Management's administrative time is included as part of the management fee.

Estimated Revenues: \$15,000

ITEM NO. 22: STAFF RECRUITMENT, TRAINING AND RETENTION

Midwest Pool Management uses a variety of methods to recruit the over 1600 staff members that we employ annually. Among those are:

- Referrals – We have instituted a recruitment bonus system for staff members who successfully recruit their friends.
- Job Fairs- We participate in local school related job fairs and do other on-site recruitment at targeted schools
- High school recruiting- we work closely with high school guidance departments to recruit prospective employees during lunchtime hours. This has proven to be very effective in capturing new and returning employees.
- Web Site- Our web site has an online job application form with an immediate follow-up by local MPM office staff.
- Social Networking- we use social networking sites to stay in touch with our existing staff.
- Municipal Personnel Departments- We provide client municipalities with job application information and applications.
- Website Links- Links from client websites to our website are pursued.
- Direct Mail- We direct mail post cards to prospective applicants using school directories.
- Online Job Bulletin Boards- Many community colleges have online job bulletin boards that we have used and found to be very successful.

SAFETY TRAINING AND ACCOUNTABILITY

MPM is proud to be a Starfish Aquatics Institute Training Facility. The Starfish training programs are recognized by both national and state regulatory agencies for meeting the strictest requirements for lifeguard training. Our company president Bert Forde has been a member of the Starfish Executive Advisory Board. Starfish Aquatics is partnered with the American Safety & Health Institute and the multitude of safety related resources of ASHI are available to our client.

An important part of our safety program is the impromptu safety audits that are conducted by out-of town trained auditors. This provides our clients with third party safety checks on the competence of the staff employed at your facility to ensure that they are rescue-ready. Additionally, our 1600 plus lifeguards attend mandatory, monthly, documented in-service training. Continuing education is key to their success.

To be effective in motivating staff, it is crucial to have the methods to recognize and acknowledge the strengths and weaknesses of each individual of a lifeguard staff team. There must be an existing program to rapidly and accurately disseminate critical facility information and training to each and every staff member.

Other more obvious challenges are the scheduling of, and monitoring of actual time worked to avoid costly errors in payroll. **Midwest Pool Management has over 50 years of experience in managing aquatic facilities in the St. Louis metropolitan area and over a decade of experience in the Kansas City Market in managing unusually large staffs.** We utilize a proximity electronic management system that requires the staff to clock in and out on-site providing us with instant access to actual staffing levels at all times.

TECHNICAL EXPERTISE

The mechanical systems of municipal aquatic facilities are complex and change in technology is the only constant when it comes to equipment. Improper staff training, water balance, or winterizing can result in significant expense to the City in short term as well as long-term damage to a facility. We will annually conduct a thorough systems evaluation and make recommendations for the future.

The input of Midwest Pool Management staff during the design process is crucial to developing a successful facility. We have a thorough understanding of why and how large municipal pools and their features function, how to place facilities in operation and how to properly service and care for their unique equipment. Our experience with similar facilities provides us with accurate historical data when developing budgets. We know the actual costs for labor and materials for opening, winterizing, maintenance, chemicals and all other aspects of the operation. Our ongoing construction activities keep us abreast of new technological advancements that we can share with you with regularity.

STAFF RETENTION

Retaining seasonal staff presents a challenge to all employers. In the case of aquatic management, the first concern is retaining the staff for the duration of the season. This requires an employment philosophy designed to help the employee succeed.

Midwest Pool Management fully understands that being employed as a lifeguard carries with it the serious responsibility for the safety of those using aquatic facilities. Furthermore, we understand that for many of our employees this may be their first job. Therefore, it is our philosophy to dedicate the resources of our company to help our employees succeed and insure public safety.

To that end we not only provide certification in a nationally recognized lifeguard training program but we provide a mentoring program throughout the employment where first time lifeguards can learn from experienced guards. It's not just new guards working with older guards, but the way we "counsel" the new guards to help bring them along in their work experience. If a guard has difficulty at a pool, we will counsel the guard in order to provide a greater understanding of the expectations. This dedication of resources has resulted in our guard staff developing

an understanding of the big picture and the development of an attitude to correct less than desirable performance.

Due to the large number of clients that we have and the unique nature of these clients we analyze the strengths and weaknesses of each member of our staff and place them in an environment appropriate for the individual guard. This individual attention is important to us to allow our staff to succeed.

Additionally, we provide bonuses to employees who complete the entire season and receive a positive performance evaluation.

The next step of course would be to retain high performers for the next season. Again, with over 1,600 seasonal staff, we have developed unique and successful methods. Some of these methods include:

- Early and constant contact by mail, email and social networking websites
- Completion bonuses
- Recruiting bonuses
- Graduated pay scale based upon years of service
- Potential of advancement: example- lifeguard to head guard; from head guard to assistant manager; from assistant manager to manager

ITEM NO. 23 PROPOSED CLEANING AND MINOR MAINTENANCE

Midwest Pool Management will perform the following cleaning tasks:

- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week and spot vacuumed on a daily basis to maintain a clean appearance and be free of all debris. Pools will be vacuumed before the public enters the pool.
- Power wash or hose areas of decks daily.
- Clean the guard and manager office areas, bathhouse, all areas within the fencing, restrooms, and the premises within twenty-five (25) feet of facility in a clean and orderly condition by the proper collection of waste, garbage, and all other debris.
- Clean bathrooms with appropriate sanitizers.
- Clean deck furniture and arrange neatly after the pool closes each day.
- Brush the pool surfaces to prevent a water ring at the water level and algae on the pool floors.
- Empty trash containers and replace liners when trash cans are $\frac{3}{4}$ full and at the end of the day to prevent attracting animals.
- Water any potted planters within the aquatic center fence.
- General picking up and wiping down of surfaces within the concession area and aquatic center enclosure.

ITEM No. 24: OPERATIONAL SUPPLY LIST AND ESTIMATED COSTS: \$57,200

Midwest Pool Management is proposing to provide materials and professional services as outlined below:

We are estimating that the cost of Operations will be \$57,200. Our estimate includes the following:

- Costs for drug testing and background checks as required
- Cost of bathhouse supplies to include trash bags, paper towels, toilet paper and cleaning supplies
- All necessary chemicals to keep water balanced (to include but not limited to: liquid chlorine, muriatic acid, sodium bicarbonate, calcium chloride flake, cyanuric acid, soda ash)
- Personal Protective Equipment (PPE) for safe handling of chemicals and to prevent Bloodborne Pathogen Exposure
- Uniforms for aquatic facility staff
- Water testing kit and supplemental reagents
- Consumable Lifesaving equipment not already provided by City (to include first aid kit and supplies, bloodborne pathogens kits, oxygen tank refills, fanny packs, resuscitation masks, personal protective equipment for staff)
- Three (3) independent third-party audits during the course of the season (or as determined by pool committee)
- Costs for labor and materials for drain and clean of pools in the Spring to prepare for opening.
- Assembly of bath house and fresh water preseason
- Plug the pool filter piping and fill pools
- Start up the filters, backwash as needed
- Test and adjust chemicals
- Winterizing of the pools
- Draining and winterizing of the fresh water lines.

Note: We have included the costs associated with the winterizing and pre-season de-winterizing of the aquatic facility. If these are tasks that the City's maintenance person will be performing, these costs can be removed from the operational cost.

ITEM No. 25: PROPOSED PROGRAMMING PLAN AND POTENTIAL REVENUE

Revenue Potential

All of the programs in this section could be operated in a cost recovery nature depending upon the goals of the City and minimum class size established. The number of staff required depends heavily on the level of participation of the program. Economies can be found by scheduling compatible programs at the same time, so that staff levels are shared among the programs.

Group and Private Swimming Lessons –

Potential revenue: \$13,000 - \$15,000

Midwest Pool Management will offer four 2-week sessions of instructional swimming lessons. Each session will offer eight different skill levels for participants to choose from. Classes will be held Monday through Thursday with Fridays being reserved for make-up days. It is anticipated that at minimum seven different skill levels will be taught per session and it will be recommended that there be at least four participants per class level to meet cost recovery goals. To maximize cost efficiency the 10:45 am class times should be filled before allowing enrollment into the 10:10 am class time, and so on. Private lessons can be scheduled at any time the facility is available. This program is available for any age and any skill level.

Midwest Pool Management's Swim Lesson Program

TURTLE:

SIX TO EIGHTEEN MONTHS

- Entrance Skills:
1. Little or no water experience
 2. Parent accompanies child during class

SHRIMP:

TWO TO THREE YEARS OLD

- Entrance Skills:
1. Little or no water experience
 2. Parent accompanies child during class

SEAHORSE:

THREE TO FIVE YEARS OLD

- Entrance Skills:
1. Little or no water experience
 2. First swim class without parent

STARFISH:

FOUR TO FIVE YEARS OLD

- Entrance Skills:
1. Must have completed "Seahorse" or
 2. Must be able to put face in water for 3 seconds

GUPPY:

FIVE YEARS OLD AND ABOVE

- Entrance Skills:
1. Little or no water experience

FLIPPER:

FIVE YEARS OLD AND ABOVE

- Entrance Skills:
1. Front Float with kick (5 Yards)

ITEM NO. 25: PROPOSED PROGRAMMING PLAN AND POTENTIAL REVENUE

2. Back Float with kick (5 Yards)
3. Front Crawl arms out of water 50% of time (5 Yards)

SEAL: FIVE YEARS OLD AND ABOVE
Entrance Skills:

1. Front Crawl (10 Yards)
2. Back Crawl (10 Yards)

SAILFISH: FIVE YEARS OLD AND ABOVE
Entrance Skills:

1. Front Crawl with rhythmic breathing (25 Yards)
2. Back Crawl (good form, 15 Yards)
3. Elementary Back Stroke (good form, 15 Yards)
4. Side Stroke (15 Yards)
5. Treading Water (60 seconds)

BARRACUDA: FIVE YEARS OLD AND ABOVE
Entrance Skills:

1. Front Crawl (good form, 50 Yards)
2. Back Crawl (good form, 25 Yards)
3. Elementary Back Stroke (good form, 25 Yards)
4. Side Stroke (good form, 25 Yards)
5. Breast Stroke (25 Yards)
6. Treading Water (90 Seconds)

Roland Park Stingray Swim Team

Potential revenue: \$6,000

Water Fitness Class, both shallow and deep-water classes

Potential revenue: \$1,600

Masters Swimming

Potential revenue: \$3,600

Early morning lap swimmers will be able to take advantage of the 50-meter pool between the hours of 7 and 9am.

Water Polo: Potential revenue \$1,300

Birthday Parties: Potential Revenue: \$3,000

Group Reservations

Daycare and day camp discounted pricing can be a strong source of revenue at community aquatic centers.

ITEM No. 25: PROPOSED PROGRAMMING PLAN AND POTENTIAL REVENUE

Junior LifeGUARD: Youth ages 10 to 15 are exposed to lifeguarding techniques, first aid, and CPR training. Leadership and responsibility are emphasized while learning the skills to become lifeguard certified. Completion of Discovery Lifeguard OR ability to swim 50 meters and submerge underwater are required. 4 hours of job shadowing of current lifeguards available. Successful completion of the Junior Lifeguard program results in a FREE session of Lifeguard Academy. Free prizes for completing, competing and attending the entire program. Class length is 90 minutes.

World's Largest Swim Lesson: This FREE special event was created to increase awareness of swim lessons and the learn to swim program. The event is held simultaneously around the world. It is sponsored by World Waterpark Association. This will be held in conjunction with our existing learn to swim classes and offer a free 45-minute lesson to interested participants. Encourage daycares and day camps to participate and stay to swim, as available, after the event.

Lane Rental Fees/Facility Rental Fees: Potential Revenue \$4,300

The Blazers Swim Team

Potential Revenue: \$4,800

For rental of the short course 25-yards or short course 25-meters lanes: \$10.00/lane/hour.

For rental of long course 50-meters lane: \$15.00/lane/hour.

In addition to lane rental fees, a rental fee for the north end (the "dive well") of the facility for swim meets will be \$100.00 plus any staffing costs incurred due to the event.

ITEM NO. 26: EXPERIENCE WITH LOCAL AND REGIONAL SWIM MEETS

The vast majority of our clients over the past 52 years had and still have competitive swim teams. Many of our municipal clients compete in swim leagues with other municipalities. Meets are held at the facilities and our role is to ready the facility and work with the meet officials to ensure that they have what they need to conduct the meet. Our process has been tested and used during the annual Northland Conference Championship meets and several USA Swimming Division II Regional meet, all held at The Springs Aquatic Center at Tiffany Hills Park.

Not only have we hosted dual meets, but we have hosted numerous league swim meets with over 800 participants (swimmers). With over 500 swimmers, the number of spectators can exceed that amount four-fold. The logistics of these events are very intense and experience is vital to their success.

Scheduling competitive swim meets at a multi-use facility like The Springs Aquatic Center at Tiffany Hills will require great communication between the athletic associations, swim teams, the management staff and the city. The entire facility has a finite carrying capacity and coordination is essential to ensure that the support facilities such as parking are not overtaxed creating a myriad of problems. Our larger facilities are located in similar environments as The Springs, and we have developed tried and true procedures to meet this challenge.

With the advent of municipal waterpark facilities, it is now possible to have a meet being held but also continue to provide aquatic opportunities to the general public using the other facilities. This mixed use is possible with proper design and crowd control procedures in place. This requires an understanding of controls necessary as well as providing staff to accomplish both tasks. Assuring unimpeded public access to the open areas while restricting the movement of the meet spectators requires knowledge and experience. There are obvious parts of the facility that will be used by both groups- bathrooms, concessions. This needs to be managed carefully and with an emphasis on customer service.

We provide logistical support for the swim teams such as guard staff for early morning practices and assistance with use of the competitive equipment. Some of our client's contract for swim team coaches through us. This gives us another distinct advantage in that we understand the needs of the competitive swimmer.

Our sister company, Westport Pools has built many of the leading competitive venues in the Midwest including the St. Peters Rec Plex for the Olympic Trials, the University of Missouri NCAA competitive facility and Ohio State University's facility that is being billed as the largest NCAA competitive venue in the United States. This knowledge of those systems is shared with the MPM staff. Operational instruction of the sophisticated equipment needed for competition is easily obtained from Westport Pools.

ITEM NO. 27 PROPOSED MARKETING PLAN

Midwest Pool Management has experience incorporating multi-platform social media to enhance public awareness and enthusiasm for programs and events at aquatic facilities.

Additional conversations should be pursued to learn of existing marketing venues being used, and their success rate to develop a complimentary plan to supplement platforms already being used. We have not included the cost to provide marketing in our Management Fee or Operations Estimates.

We currently use Facebook, Instagram, Twitter, Email blasts, website posts among others.

Pool Management Agreement

This AGREEMENT ("**Agreement**"), dated [insert date], is between the City of Roeland Park, Kansas (the "**Owner**") and Midwest Pool Management of America, Ltd., a for-profit company (the "**Manager**"), collectively referred to as the ("**Parties**").

WHEREAS, Owner is the Owner of the Roeland Park Aquatic Facility located at 4843 Rosewood Drive, Roeland Park, Kansas (the "**Facility**"); and,

WHEREAS, Manager is in the business of providing management, operation, programming, and food and beverage services to similar facilities, and possesses the knowledge and expertise to manage and market the Facility; and,

WHEREAS, Owner desires to engage Manager to perform certain management, operation, programming, and food and beverage services of the Facility, and Manager desires to accept such engagement, pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article 1: RETENTION OF MANAGER

Owner hereby retains Manager as an independent contractor for performing the services described in this Agreement. Subject to the terms and conditions set forth in this Agreement, Manager agrees to provide management services in accordance with the scope of services detailed in this Agreement and consistent with policies approved by Owner. Manager agrees to use its best efforts to maximize revenues and minimize expenses from use of the Facility, including programming and staffing of event rentals and otherwise managing the Facility in accordance with this Agreement. In providing these services, Manager shall manage the Facility in accordance with sound business practices and consistent with local, state and federal regulations. In conducting such services, Manager hereby acknowledges and agrees that it will operate the facility in the Owner's best interest.

The Parties acknowledge that Owner will retain title and ownership of the Facility and that Manager will not acquire title to, any security interest in, or any rights of any kind in or to the Facility.

Article 2: COMMENCEMENT DATE AND TERM

This Agreement's term begins on January 1, 2020 and ends on December 31, 2020 ("**Term**"), unless sooner terminated in accordance with the provisions of this Agreement.

Article 3: MANAGEMENT AGREEMENT

- 3.1 Provision of Services. During the Term, Manager shall provide the services as set forth in Article 3 of this Agreement. The Parties agree Manager shall operate, manage, and oversee the Facility pursuant to Manager's judgment, best practices, and industry standards in accordance with the terms of this Agreement.
- 3.2 Grant to Manager. During the Term, Owner grants to Manager the right to manage, program, and operate the Facility, all proceeds of which shall accrue to Owner, except as otherwise provided in this Agreement, subject to Owner's right to terminate this Agreement as provided below.
- 3.3 Opening and Closing. Manager shall make the Facility "ready to swim" ten (10) days prior to the start of the Swim Season (the Saturday before Memorial Day) and conduct a pre-season inventory as described in Article 3.6. "Ready to swim" means:
- (a) There is water in all four pool basins of the Facility pools and the pool water has been treated, balanced and is filtering properly;
 - (b) The operating systems are properly functioning;
 - (c) All necessary and known repairs within the Facility are completed that are within the control of Manager;
 - (d) The following duties related to preparing the pool for opening have been completed:
 - 1. Setup and prepare for use of all movable equipment including tables, chairs, lounges, lifeguard chairs, diving boards, etc.
 - 2. Clean, inspect and prepare vacuuming equipment.
 - 3. Inspect and prepare all hoses.
 - 4. Check and clean all gutters and drains, including gutter covers.
 - 5. Assemble bathhouse and turn fresh water on. The opening of landscape irrigation systems, if any, are not part of this contract.
 - 6. Drain and clean pools.
 - 7. Fill pools.
 - 8. Install ladders, check diving boards, place lifeguard chairs, place and clean furniture.
 - 9. Check and test equipment, i.e. pumps, valves, plumbing, HVAC, water heaters, chemical feeders, etc. and report status to Owner no less than 21 days prior to opening day.
 - 10. Check all pumps and motors to the attractions.
 - 11. Clean pool area within the pool enclosure.
 - 12. Circulate water through filtration system.
 - 13. Furnish, store, and inject necessary chemicals for operation of the pools.
 - 14. Backwash filters and inspect for any defects.
 - 15. Have pools ready for operation at least ten (10) days before opening day, pending that Owner has completed any of the repairs it may desire to be completed.
 - 16. Report to Owner any operating deficiencies.
 - 17. Responsible for check out and handling of facility keys to staff.
 - (e) Owner agrees to perform a post-Swim Season walk-through with Manager in September to address concerns, review Facility and equipment conditions, and relay

maintenance considerations for the following Swim Season. Manager shall winterize and prepare the Facility for the off season at a time mutually agreed upon by both Owner and Manager by performing the following:

1. Drain all drinking fountains.
2. Inspect pumps and motors and notify Owner of any malfunctioning equipment.
3. Remove and store movable equipment.
4. Drain and store all hoses.
5. Drain filtration system.
6. Remove and store all plugs from plumbing.
7. Backwash filters and inspect for any defects.
8. Drain and re-lubricate chemical feeders.
9. Leave all valves at appropriate settings.
10. Store all equipment.
11. Inspect all pool machinery and equipment and list parts required for next season's operation provided to Owner.
12. Check all pool plumbing and electrical systems, notify Owner of any problems.
13. Clean pump house and bathhouse areas, restrooms, lifeguard room, concession area, guard dressing rooms, offices, breezeway entry, deck area, storage areas, etc.
14. Drain all pump house and bathhouse plumbing and prepare with anti-freeze wherever necessary.
15. Drain all plumbing and remove any debris. The winterization of landscape irrigation systems, if any, are not part of this contract.
16. Drain appropriate pools.
17. Remove hair and debris from hair and lint traps.
18. The cost of any necessary winterizing plugs will be invoiced separately to Owner. An end-of-season inspection shall be conducted, and a written report turned in to Owner. Manager shall perform reasonable inspections of all equipment and advise Owner of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report.

3.4 In-Season Operation of the Facility. Manager shall use reasonable care and diligence to provide the following services for the operation of the Facility:

- (a) Enforce all rules and regulations stipulated by Owner.
- (b) Maintain any records as reasonably required by Owner.
- (c) Furnish and supply necessary consumable first aid supplies adequate to the size and operation of the Facility. The First Aid Kit will carry supplies for a minimum of 50 persons and, at minimum, include: adhesive bandages, sterile pads, gauze pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, large bandage patch. First aid kit will include a pocket mask with a one-way valve and a bodily fluid exposure kit. Manager shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on-duty personnel. This proposal does not include non-consumable equipment including, but not limited to, backboard, oxygen tank, AED or rescue tubes.
- (d) Vacuum pools. Each pool will be vacuumed entirely a minimum of one time per

- week and spot vacuumed on a daily basis to maintain a clean appearance and be free of all debris. Pools will be vacuumed before the public enters the pool.
- (e) Professionally and responsibly handle user complaints. Manager will keep a log of complaints to share with Owner. When appropriate, Manager will involve Owner in complaint resolution.
 - (f) Conduct in-service training as per guidelines of StarGuard, Red Cross or equivalent.
 - (g) Retain a record of all problems brought to its attention. Owner will review this log at weekly intervals. A daily log of communication will be kept in the Pool Manager's office for Manager and Owner to review daily.
 - (h) Keep detailed records of any pullouts where a lifeguard enters the water for a rescue. The record will describe the circumstances surrounding the incident and denoting the specific location of the pull out.
 - (i) Power wash or hose decks daily.
 - (j) Maintain and operate the filter equipment in accordance with manufacturers' requirements. Owner's Maintenance Personnel will provide training to Manager on filter operations and will check to ensure filters are being cleaned and operated appropriately during the season.
 - (k) Perform safety checklist daily.
 - (l) Clean the Facility, including: pump house, guard and Manager office areas, bathhouse, all areas within the fencing, restrooms, and the premises within twenty-five (25) feet of facility, ensuring a clean and orderly condition by the proper collection of waste, garbage, and all other debris. Cleaning shall be completed prior to operational hours.
 - (m) Maintain tests and records as required by the Johnson County Health Department or the State of Kansas and meet all requirements for such.
 - (n) Clean the hair and lint strainers on all pumps and associated filtering devices to avoid a reduction in flow daily.

3.5 Manager Responsibilities. Manager shall assume management responsibilities as detailed in this Agreement. Where Manager is required to direct or arrange for services or material, Manager shall employ all persons performing such services or shall contract with a third party for the performance of such services. However, any such subcontract does not relieve Manager of its obligations to Owner to perform all the duties and responsibilities under this Agreement. Manager shall provide Owner with copies of all subcontracts under this Agreement upon request. All subcontracts entered into by Manager must provide that in the event this Agreement is terminated, Owner may assume Manager's rights and obligations under such subcontract by written notice to such subcontractor.

3.5.1 Marketing and Promotions. Owner shall direct all marketing activities undertaken to maximize the use of the Facility by all persons and increase accessibility of the Facility for the community. Owner shall operate and update the Facebook pages for the Stingrays Swim Team and the Facility and Owner's website will link to Manager's website.

3.5.2 Scheduling. Manager shall develop and maintain all schedules for operations and events at the Facility. Scheduling will be accomplished in accordance with applicable law, such as Federal and Kansas employment and child labor laws, per a recognized industry

standard for a municipal aquatics center and/or pool to meet safety guidelines and in a manner to maximize the use of the Facility so as to provide maximum revenue and accessibility of the Facility for the community and minimize expenses for the Facility. Owner must review and approve the schedule in writing. The Parties understand and agree that Manager is empowered to negotiate event agreements as Owner's agent, subject to Owner's written approval. Manager may deviate from standard rental rates when such negotiation is deemed by both Parties to be in the best interests of the Facility and approval by Owner is obtained in writing.

3.5.3.1 Operations Plan. Manager shall prepare and develop an annual Operations Plan, including an Annual Budget, as defined in this subsection, which shall be submitted to Owner for written approval. To the extent possible, the goals of the Operations Plan will be reflected in the Annual Budget. Manager shall cooperate and work with Owner to ensure that the Operations Plan meets the requirements and expectations of Owner. The Parties will work together to identify and plan for capital investment in the Facility. The 2020 Operations Plan is substantially in the form of Exhibit A.

3.5.3.2 Facility Rules and Regulations. The Parties shall develop a formal set of rules and regulations for the Facility. The Facility Rules and Regulations are substantially in the form of Exhibit C.

3.5.4 Food & Beverage Services. Manager shall provide food and beverage services at the Facility. Owner shall pay all expenses for product and labor to operate the food and beverage service and shall retain all revenue.

3.5.5 Facility Maintenance, Including the Maintenance and Replacement of Owner's Equipment. Owner shall repair and replace equipment needed during the season to continue the operation of the Facility and to maintain health and safety standards. At Owner's request Manager will advise and receive approval from Owner to make repairs should, the need arise. Owner shall maintain and replace buildings, structures, utilities, and surrounding areas, including shrubbery as needed.

Owner shall provide all non-consumable equipment required for the operation and maintenance of the Facility, such as deck vacuum, vacuum head, hoses, power washer, etc. Manager shall return any such equipment to Owner at the end of the season in the same condition as received, with reasonable wear and tear excepted. Manager shall report any damage or malfunctioning of such equipment to Owner immediately upon discovery.

3.5.5.1 Services to be Provided by Owner. Owner shall provide technology, equipment, computers, computing equipment, phones, registration software, and auxiliary systems for the processing of season passes, tracking daily fees, and concession revenue.

Owner shall maintain and replace buildings, structures, utilities and surrounding areas including shrubbery, except policing for trash, waste, garbage, and other debris.

Owner shall provide Manager four (4) sets of keys for locks that access the Facility.

Owner agrees to perform and/or manage all Facility maintenance work, limited to ordinary maintenance and repairs of the Facility and inclusive of grounds maintenance and landscaping inside the fence.

3.5.5.2 Equipment Damaged by Manager. Manager shall pay any costs to repair or replace damaged equipment, structures, or utilities due to improper treatment or negligence by Manager's staff or agents.

3.5.6 Custodial and Cleaning Services. Manager shall provide, or cause to be provided, all routine cleaning and janitorial services at the Facility, including, but not limited to, cleaning the Facility's changing areas, restrooms, showers, interior and exterior spaces, Facility grounds, and features within twenty-five (25) feet of the aquatic Facility fence. Manager shall keep the pools and pool water clean and clear of debris and will be vacuumed on a regular basis in accordance with this Agreement. Manager shall regularly clean lounge chairs, deck space, office, guest spaces and equipment.

3.5.7 Trash Removal. Manager shall remove all trash from the containers inside the Facility and deposit daily all such trash in waste disposal containers provided by Owner at the Facility.

3.5.8 Licenses and Permits. Owner shall obtain and maintain all licenses and permits necessary for management, operation, programming, and food and beverage services of the Facility, subject to the local procedures for the granting of such licenses and permits. These include proper permits as applicable from the Johnson County Department of Health and Environment, Johnson County Wastewater, and a business license from Kansas Department of Agriculture. Manager shall operate and maintain the Facility to meet the rules and regulations of those regulatory agencies listed above and the applicable nationally recognized lifeguard certification training agency.

3.5.9 Revenues: Bank Accounts and Reporting. Manager shall be responsible for the collection of all Revenues, substantially in the form of **Exhibit B- Budget.** As used in this Agreement, "Revenue" is defined as the total amount received by Manager or any other person or entity operating on Manager's behalf from third parties, directly or indirectly arising out of, or connected with, and on behalf of the Facility, including without limitation, transactions for cash, credit and credit card sales, less applicable sales taxes. Manager shall deposit all revenues derived from operations, programs and activities at the Facility into Owner's bank account. Manager shall enter program registration and utilization data in Owner provided recreation software (example: membership, day pass, program, point of sale items).

3.6 Staffing: Maintenance Supervisor. Owner shall recruit, train, supervise and direct the Maintenance Supervisor.

3.6.1. Staffing: Manager's Employees. Owner reserves the right to amend the hours of open swim operation as outlined in Section 3.6.2 of this Agreement. At Owner's request, Manager will provide personnel for lifeguard services for amended open swim hours or

other special programs and events as well as private rentals scheduled outside of public swim sessions not listed in Section 3.6.2 of this Agreement. Owner will be invoiced for this time based upon the hourly rates per position listed in the **Exhibit A- Operations Plan**.

Manager may temporarily close the Facility during inclement weather, including, but not limited to, heavy rain, high wind or lightning, and be prepared to reopen it when the weather permits. Manager will have all necessary personnel available seven (7) days per week, twenty-four (24) hours per day to attend to any problems that may arise. If the Facility is to be closed for the day, there will be a mutual agreement by and between Manager and Owner to close to the public.

Manager shall provide personnel for the operation of the Facility. All lifeguards will hold a minimum qualification of an advance lifeguard certificate from StarGuard, Red Cross or equivalent. Said personnel shall operate the Facility in the safest manner possible and in the best interest of Owner. All personnel will always be uniformly identified, as described in Section 3.6.5 of this Agreement. All personnel employed by Manager in the performance of fulfilling a contract for the operation of the Facility are employees of Manager and not of Owner. Manager shall pay all employed personnel in accordance with State and Federal Wage and Hour Laws as well as the rates reflected in **Exhibit A**.

Manager shall pay all employment taxes, Social Security taxes, worker's compensation insurance, and unemployment insurance related to the employment of said personnel. Manager shall give Roeland Park area residents first priority when hiring for all positions.

Manager shall employ all facility staff other than the Maintenance Supervisor. Expenses associated with the hours worked at the Facility of non-exempt staff will be considered reimbursable operating expenses paid to Manager. Expenses associated with salaried employees of Manager will be included in the Management Fee, in accordance with Article 5 of this Agreement. Owner agrees to permit Manager to hire and staff employees at the Facility pursuant to best practices and in a manner that ensures safety and proper operation for both exempt staff and non-exempt staff.

Manager shall recruit, train, supervise and direct all personnel staffing at the Facility, except for the Maintenance Supervisor whom Owner shall employ. The Maintenance Supervisor will maintain and manage the upkeep of the Facility and will ensure all chemical operations and pump systems at the Facility are working effectively and efficiently

3.6.2 Swim Season Dates and Times: Manager shall provide staffing and operations from the Saturday prior to Memorial Day through Labor Day (the "**Swim Season**"). Manager warrants to Owner that supervision during all hours of Facility operation will be by certified personnel. Manager shall schedule all necessary personnel to operate the Facility for public open swimming on the following schedule when the Shawnee Mission School District is not in session:

Monday thru Saturday	12:00 pm to 8 pm
Sunday	12:00 pm to 6 pm

Manger shall schedule all necessary personnel to operate the Facility for general public open swimming on the following schedule when the Shawnee Mission School District is in session:

Monday thru Thursday	Closed
Friday	4:00 pm to 7 pm
Saturday and Sunday	12:00 pm to 6 pm

A detailed facility schedule, including programs, activities and hours of operation above and beyond general public open swimming as noted above, is included in the **Exhibit A- Operations Plan**.

3.6.2.1 Swim Season Modification: In the event of serious or safety related maintenance or malfunction at the Facility, Manager may issue temporary closure of an area or the Facility as a whole as is reasonable for up to one day. Manager shall notify Owner of any such closure, and a course of corrective action will be mutually agreed upon by the Parties for the re-opening of the area or Facility. Manager and Owner agree that modifications to the posted Shawnee Mission School District schedule may change the dates and/or times of the defined swim season, and any swim season modification will be mutually agreed upon by both Parties.

3.6.3 Staffing Levels: Under normal operations and during public open swimming, Manager shall provide the following staff on duty while the Facility is open to the public:

- One supervisor, defined as a: Director of Operations, Pool Manager, Assistant Pool Manager and/or Head Guard;
- Nine lifeguards (if all Facility amenities are staffed, seven lifeguards will be actively guarding, and two lifeguards will be off duty);
- One admissions attendant; and
- One concession attendant.

Staffing levels for Lifeguards and the Concession Attendant may be adjusted for cold or slow days to maintain efficiency, fiscal responsibility, and applicable safety guidelines. Manager may occasionally close sections of the Facility due to staffing shortages.

A Supervisor will be on duty and present during all hours of Facility operation. Staffing levels listed above will also be adjusted to accommodate programs and special events, such as swim practice and meets, swimming lessons, aquatic fitness, or parties. Staffing levels will be identified in the **Exhibit A- Operations Plan**.

Additionally, Manager warrants the following:

1. Manager will train all personnel it is responsible for employing.
2. All staff members of Manager will secure and maintain the appropriate level of certifications for each position.
3. At least one Supervisor will possess an Aquatic Facility Operator Certification (“**AFO**”) or Certified Pool Operator Certification (“**CPO**”). At least one Supervisor will also

- possess a lifeguard instructor certification. The Director of Operations, Pool Managers and Assistant Pool Managers will make up the Supervisor team.
4. Pool Manager — The Pool Manager will supervise Manager's employees.
 5. Assistant Pool Manager— The Assistant Managers will supervise Managers employees in the event the Pool Manager is not at the facility.
 6. Head Guard – The Head Guard will possess Lifeguard, CPR and First Aid certifications, and may have a Lifeguard Instructor certification.
 7. Swim Lesson Lead – The Swim Lesson Lead will possess CPR and First Aid certifications.
 8. Lifeguard — All Lifeguards will be required to possess Lifeguard, CPR and First Aid certifications.
 9. Admissions Attendant — No specific certifications will be required.
 10. Concession Attendant – No specific certifications will be required.
 11. Swim Lesson Instructors — All Swim Lesson Instructors will possess CPR and First Aid certifications and will successfully complete training provided by Manager.
 12. Water Aerobics Instructors — All Water Aerobics Instructors will possess CPR and First Aid certifications, as well as trade specific certifications for the specific classes they will teach.
 13. Stingray Head Coach – The Stingray Head Coach will possess First Aid certifications.
 14. Stingray Assistant Coach – The Stingray Assistant Coach will possess First Aid certifications.
 15. All Manager's employees will pass a background check prior to working at the Facility. Head Guards, Swim Lesson Lead, Lifeguards, Swim Lesson Instructors, and Stingray Coaches must successfully pass a drug screen.

Owner may bring concerns regarding personnel to the attention of Manager. Manager agrees to initiate immediate intervention if needed and will follow Manager's disciplinary and remediation policy regarding personnel. Personnel matters will be addressed per Manager's personnel policy, with action being brought forth and following that policy.

3.6.5 Uniforms. Manager's employees shall wear professional and clearly identifiable uniforms provided by Manager for water and recreation-based positions.

3.6.6 Orientation. Manager's employees must successfully complete Manager's orientation training, pre-season training, and/or review to operate, supervise, and manage Facility.

3.6.7 Training. Manager shall implement any nationally recognized lifeguard certification training program and conduct ongoing training that maintains emergency and rescue preparedness, as specified by the affiliated lifeguard certification training agency.

3.7 Use of Owner Equipment. Manager shall use equipment at the Facility in performance of its obligations in accordance with this Agreement. Prior to opening the Facility, the Parties shall conduct an inventory of Facility equipment, including its condition, to be used by Manager during the Term. The Inventory List will become Exhibit E of this Agreement. Manager shall ensure equipment is properly used and maintained. Technology, equipment and supplies owned by Owner will remain under ownership of Owner. Such

items include, but are not limited to, computers, computing equipment, phones, registration software, and auxiliary systems.

- 3.8 Written Powers Reserved to Owner. Owner has the right of prior written approval in connection with, but not limited to, the following:
- (a) The Annual Budget (**Exhibit B**);
 - (b) The Operations Plan (**Exhibit A**);
 - (c) Any expenditure for personnel or equipment more than budget; and
 - (d) Any booking of events involving risk of Owner funds.

Owner may delegate a specific person, advisory board, or committee to act on behalf of Owner regarding this Agreement.

- 3.9 Relationship of Parties. This Agreement does not constitute a joint venture between the Parties. Manager is an independent contractor of Owner and is not deemed to be an employee or partner of Owner, unless this Agreement states otherwise.
- 3.10 Communications. Owner and Manager agree to communicate any comments, suggestions, or complaints concerning the Facility, Facility employees, or Facility management services during the monthly status meeting between the Parties, or by sending notice to the other Party per this Agreement's notice requirements. Owner or Manager shall respond to any such communication to the best of their ability.
- 3.11 Compliance with Standards. The Parties shall comply with all relevant national, state and local health and safety standards for aquatics facilities in their respective ownership, management, and operation of the Facility pursuant to this Agreement. Manager shall close and treat the swimming pools in accordance with the prescribed standards of The Johnson County Department of Health and Environment if any fecal matter, vomit, or blood contaminate one of the pools at the Facility.
- 3.12 Additional Operations. If additional or extended operations are needed and would fall outside of the agreed upon Swim Season as approved in the Operations Plan, the Parties may agree to provide such additional operations. The decision to provide such operations and any associated fee, if applicable, must be agreed upon in writing by Owner.
- 3.13 Expenditures: Payment of Reimbursable Expenses. Owner shall pay operating expenses. Manager shall submit monthly invoices that reflect the approved operating expenses per **Exhibit B** of this Agreement. Owner shall reimburse Manager for operating supplies, contractual services and personnel costs related to the operation of the Facility as well as programs and the Management Fee invoiced monthly pursuant to Section 6.1 of this Agreement. A **Sample Invoice for Reimbursable Expenses and Management Fee** is included as **Exhibit D** of this Agreement.
- 3.14 Cash Discrepancies. Manager will be responsible for any cash discrepancies resulting from errors made in making change at cash sale points, which shall be reported on the daily deposit reconciliation.

Article 4: ANNUAL BUDGET

- 4.1 Delivery of Operating Plan and Budget. Manager shall submit to Owner for approval the **Exhibit A- Operations Plan** with a proposed **Exhibit B- Budget** for the period covered by the Term, listing all projected Revenues and Operating Expenses by category with explanations and assumptions for each Revenue and Operating Expense line item. Manager shall only reflect costs unique and specifically attributable to the Facility in budget line items. A detail of staff hours by job classification, as well as the average hourly rate, must be included as part of **Exhibit B- Budget**. The proposed Operation Plan must include a proposed rent structure for events anticipated to take place in the Facility as well as a fee schedule for all revenue categories. The Operating Plan and Budget will be implemented upon written consent of Owner.

4.1.1 Capital Improvements. At the end of the 2020 season, Manager shall include in the post-Swim Season Report a list of capital improvements (defined as purchases exceeding \$2,000 and having a useful life of five years or more) at the Facility that Manager has identified as reasonably necessary to the operations and maintenance of the Facility for the purpose of allowing Owner to consider for inclusion such improvements in its upcoming budget and to prepare and update a long-range capital improvement budget. Immediate, unscheduled or unplanned improvements that exceed \$2,000 or that exceed the approved budget must be approved by Owner in writing. Capital improvements do not include ongoing maintenance or replacement of known, typical costs of operation (for example, chemicals). Owner shall pay for costs associated with capital improvements for the Facility included in the **Exhibit B- Budget**.

Article 5: THE MANAGEMENT FEE

- 5.1 Management Fee.

5.1.1 Firm Fee. Manager has submitted a firm Management Fee, which includes all overhead and insurance costs required for the season, as outlined in the scope of services. Owner shall pay the Management Fee monthly as outlined in Section 6.1 of this Agreement.

5.1.2 Payment. Manager shall perform the work and services pursuant to this Agreement for a management fee (the “**Management Fee**”) of **Thirty-Four Thousand Eight Hundred Fifty dollars and no Cents (\$34,850.00)**. The Management Fee includes all personnel costs for Manager’s salaried employees (wages and benefits), insurance, payroll processing, human resources services, administrative services, profit, and overhead costs associated with operating the Facility and providing programming. The Management Fee does not include the hourly operational rate described in Section 6.3 and reimbursable salary and operational expenses calculated in Section 6.2 of this Agreement.

5.1.3 Personnel Costs. Manager has submitted a “not-to-exceed” Salary Budget (as defined below) amount reflected in the **Exhibit B- Budget** of this Agreement for staff

salaries and associated payroll taxes for the operating hours and program hours reflected in **Exhibit A - Operations Plan** and staffing levels detailed in Section 3 of this Agreement. Any additional staffing expense, as approved by Owner, to provide staffing for activities outside of the scope detailed in the **Exhibit A- Operations Plan** will be invoiced at the rates detailed in **Exhibit A- Operations Plan**. Manager shall invoice Personnel Costs monthly, with payroll records, subject to review by Owner. Personnel Costs will be recapped in September of each year and reconciled with actual hours worked at the rates outlined in **Exhibit A- Operations Plan**.

5.1.4 **Impact of Law Changes.** Upon any change in Federal or State guidelines, which govern Manager's operation and/or employees, Manager may present a new contract amount in writing to Owner. Owner has thirty (30) days to accept or reject the new amount.

Article 6: PAYMENT OF MANAGEMENT FEES and REIMBURSABLE EXPENSES

- 6.1 **Payment Schedule for Management Fee.** Owner shall pay the Management Fee in accordance with the following schedule and at the following amounts:

\$1,000.00 due January 31
\$1,000.00 due February 28
\$1,000.00 due March 31
\$1,000.00 due April 30
\$6,000.00 due May 31
\$7,000.00 due June 30
\$7,000.00 due July 31
\$7,000.00 due August 31
\$1,000.00 due September 30
\$1,000.00 due October 31
\$1,000.00 due November 30
\$850.00 due December 15

- 6.2 **Reimbursable Operations Expenses.** Any reimbursable expenses aside from, and in addition to, the Management Fee must be approved by Owner in writing. Reimbursable expenses are included in the **Exhibit B- Budget**, and include, for example, non-exempt personnel costs of Manager's employees that work at the Facility (lifeguards, concessions workers, swim instructors, coaches), chemicals, contractual services and supplies that are within the parameters of the **Exhibit B- Budget**. A detailed report reflecting the vendor, cost, quantity, and description of purchase on a per line item (expense account) basis must accompany a monthly Reimbursable Expense request (**Exhibit D**). Manager shall secure written approval from Owner prior to purchase of reimbursable items including capital items as defined in Section 4.1.1 of this Agreement.

6.2.1 **Advance Payments for Personnel and Operating Expenses.** The personnel costs, supplies and services reflected in the line item budget of Exhibit B and will be paid for directly by the Manager on a regular basis have been estimated and are reflected in the Advance Payment amounts schedule below. The Manager will compare the actual

expenses incurred to the Advance Payments provided and at the conclusion of the season (following Labor Day weekend) a reconciliation will be completed to ensure the Manager is only compensated for the actual expenses they have directly incurred. Manager will provide detailed payroll and invoices to support the reconciliation.

Personnel Cost Advances:

\$25,000.00 due April 30
\$55,000.00 due May 31
\$55,000.00 due June 30
\$30,000.00 due July 31

Supplies & Services Advances:

\$5,000.00 due April 30
\$10,000.00 due May 31
\$10,000.00 due June 30
\$5,000.00 due July 31

- 6.3 Hourly Operational Rate. The hourly operational rate includes the work and services identified in the Management Fee in Section 5.1 of this Agreement but does not include costs that are eligible for reimbursement under Section 6.2 of this Agreement. The hourly operational rate will be an additional fee agreed upon in writing by Owner. Manager shall charge Owner this hourly rate for extending Facility operations per Section 3.12 of this Agreement. As an example, if the hours of the Facility are set from 12:00 p.m. to 8:00 p.m. and Owner requests the hours of operating being changed to 11:00 a.m. to 8:00 p.m., Manager will charge one-hour x \$10 (= \$100) for the day's operation.
- 6.4 Revenue. Manager shall deposit all revenue into Owner's bank account daily.
- 6.5 Monthly Meetings. The Parties shall meet each month at an agreed upon time and place to review performance for the prior calendar month including on-site operations, updates and budget review.

Article 7: GENERAL TERMS AND CONDITIONS

- 7.1 Representation and Warranties of Owner. Owner represents and warrants to Manager that it possesses the resources to ensure the on-going financial support and maintenance of the Facility.
- 7.2 Representation and Warranties of Manager. Manager represents and warrants to Owner on its own behalf and on behalf of its employees as follows:
- Manager can provide the services outlined in this Agreement.
 - Manager has taken all necessary and/or appropriate action to authorize it to execute, deliver and perform this Agreement.
 - Manager is authorized to enter into this Agreement by the laws of the State of Kansas.

In the event of unexpected or major Facility capital improvements or projects above and beyond the scope of services in this Agreement, Owner may seek advisory consultation from Manager.

- 7.3 Standard of Operation. Manager shall meet all local, state and federal requirements as they relate to operation of the Facility pursuant to this Agreement. Manager shall perform the scope of duties in this Agreement in conformity with the standards specified by local, state

and national agencies. Owner has the ultimate authority and responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act and Americans with Disability Act.

7.4 Accounting Records, Reports and Practices.

7.4.1 Maintenance of Records. Manager shall maintain accounting records relating to the Facility using accounting practices in accordance with generally accepted accounting principles consistently applied.

7.4.2 Internal Financial Controls. Manager shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and are reasonably acceptable to Owner.

7.4.3 Owner Access. Owner shall have unlimited access to all records relating to the Facility during the Term and for a period of one (1) year thereafter.

7.5 Default, Right to Cure. Either Party is in default ("Event of Default") if any one or more of the following events has occurred during the Term:

(a) Fails to pay or deposit sums due by one party to the other within three (3) days after written notice by the other of such failure; or,

(b) Fails to perform or comply with any other obligation under this Agreement within seven (7) days after written notice by the other of such failure (which notice shall specify, in sufficient detail, the specific circumstances so as to give the defaulting Party adequate notice and the opportunity to cure the same); provided however, that if the default is of a nature that it cannot be cured within seven (7) days, then the defaulting Party is not be deemed in default if it commences to cure the default within three (3) days after the effective date of the notice of such default and diligently proceeds to cure such default within fifteen (15) days after the effective date of notice.

7.6 Jurisdiction. Any legal proceeding or litigation related to any claim or proceeding arising out of or related to this Agreement will be brought solely in the District Court of Johnson County, Kansas, and the Parties consent to the jurisdiction of such court.

7.7 Insurance.

7.7.1 Employment Matters. In connection with the employment of its employees, Manager shall pay all applicable social security, re-employment, worker's compensation or other employment taxes or contributions of insurance and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, Social Security, re-employment insurance and workers' compensation. Manager shall indemnify and hold harmless Owner from all costs, expenses, claims or damages resulting from any failure of Manager to comply with this Section.

7.7.2 Insurance Requirements.

7.7.2.1 Workers Compensation Insurance. Manager shall provide all required workers compensation and employer's liability insurance as specified by Kansas law with limits not less than \$1 million per event.

7.7.2.2 General Liability Insurance. The Parties shall purchase and maintain during this contract commercial general liability insurance including on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence / \$2,000,000 in aggregate for bodily injury, personal injury, and property damage. Policy coverage will include premises and operations, products and completed operations, less inclusive and no more restrictive than the coverage provided by a standard Commercial General Liability Policy form (ISO CG 00 01 04 13) with standard bodily injury and property damage exclusions, and standard personal and advertising Injury exclusions. Any additional exclusion must be clearly identified on the Certificate of Insurance and are subject to the approval of Owner and Manager. The insurance required by this Agreement must be written by non-assessable insurance companies licensed to do business as a carrier in the State of Kansas and currently rated "A" or better by the A.M. Best Company.

7.7.2.3 Automobile Liability Insurance. During the Term, Manager shall purchase and maintain automobile liability insurance on a per occurrence basis with a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage must include any owned, all hired and non-owned motor vehicles used in the performance of this Agreement by Manager or its employees. The insurance required by this Agreement must be written by non-assessable insurance companies licensed to do business as an admitted carrier in the State of Kansas and currently rated "A" or better by the A.M. Best Company.

7.7.2.4 Umbrella and Excess Liability Insurance. Manager shall purchase and maintain during this Agreement an umbrella and excess insurance policy on a per occurrence basis with limits of liability of not less than \$2,000,000 per occurrence / \$2,000,000 in aggregate. Any umbrella and excess insurance must be written on a per occurrence basis on a "pay on behalf" form providing the same coverage and endorsements required of the primary policies.

7.7.2.5 Property Insurance. Owner shall maintain property insurance coverage on the Facility itself. Manager shall assume all risks for loss of or damage to its own property at the Facility. Manager may maintain such insurance, at its sole expense, as it deems necessary to protect its own property.

7.7.2.6 Subcontractors. Manager shall require all its subcontractors who perform work and/or services under this Agreement to meet appropriate insurance requirements as required by Owner.

7.7.2.7 Deductibles and Self-Insured Retention. Any policy deductible or self-insured retention must be declared on the Certificate of Insurance and are subject to the approval of Owner.

7.7.2.8 Professional Liability Insurance. Manager shall purchase and maintain professional liability insurance coverage, at its expense, throughout the Term and any Renewal Terms.

7.7.2.9 Proof of Insurance. Manager shall provide Owner with Certificates of Insurance and a copy of all policies if requested by Owner. Manager shall list the names of the project or contract on the Certificates of Insurance along with any deductible or self-insured retention. Before commencing any performance under this Agreement, Manager shall deliver all the Certificates of Insurance to Owner certifying that the policies stipulated above are in full force and effect. All insurance required pursuant to this Agreement must remain in effect during the life of this Agreement.

7.7.3 Insurance Cancellation or Material Change Notice. The Certificates of Insurance must state that the insurance company will provide thirty (30) days written notice prior to cancellations, non-renewal, or material change including reduction of insurance coverage or limits for reasons other than non-payment. The notice will be sent to Owner, via mail.

7.7.4 Cooperation. Each Party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate to obtaining and maintaining the insurance described in accordance with this Agreement. The Parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

7.7.5 Releases. The Parties expressly waive all rights and claims they may have against the other, their subsidiaries, and affiliates for loss or damage arising or resulting from the operation at the Facility caused by fire or other perils, but only to the extent covered by insurance. Each insurance policy procured by Manager and Owner must affirmatively state that it will not be invalidated because the insured waived its rights of recovery against any Party prior to the occurrence of a loss.

7.7.6 Insurance Cost. Manager shall pay the cost of providing insurance in accordance with this Agreement, covered in part by the Management Fee.

7.7.7 Insurance Terms. Insurance terms not otherwise defined in this Agreement will be interpreted consistent with insurance industry usage.

7.7.8 Named Insureds in Insurance Policies. For insurance referenced in this Agreement, except Workers Compensation/Employers Liability, Manager shall list Owner as an additional insured.

7.8 Hold Harmless.

- 7.8.1 Manager Indemnification. Manager shall indemnify and save harmless Owner, its officers, directors, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions of MANAGER.
- 7.8.2 Owner Indemnification. Owner shall indemnify and save harmless Manager, its officers, directors, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions of Owner.
- 7.9 Damage to and Destruction of the Facility. If all or part of the Facility is rendered unusable by damage from fire and/or other casualty which, in the opinion of Owner, cannot be substantially repaired under applicable laws and governmental regulations within thirty (30) days from the date of such casualty (employing normal construction methods without overtime or other premium), then Owner shall notify Manager in accordance with this Agreement. In such case, Owner may elect to terminate this Agreement as of the date of such casualty by written notice delivered to Manager not more than thirty (30) days after receipt by Manager of Owner's notice concerning the reconstruction.
- 7.10 Availability of Facility. Manager agrees that, except as a result of full or partial destruction of the Facility, the Facility will be made available for all events scheduled during the Term. Manager agrees to defend, indemnify and save Owner harmless from and against any and all claims, causes of action, expenses (including attorney fees) losses, costs and damages arising from the failure of the Facility to be available in the condition necessary for the conduct of such events for scheduled events due to the negligence or willful misconduct of Manager, its agents, servants, employees or contractors of any tier. In such case, Manager shall pay to Owner the estimated Revenues, less operating expenses, for such event within five (5) days after the event was to have taken place. This Section does not pertain to capital improvements or Facility capital projects that fail or are rendered inoperable at no fault of Manager. Owner shall hold Manager harmless for any claims or damages related to Facility capital improvements or systems, which do not include Manager's maintenance and normal operations, as provided in Section 4.1.1 of this Agreement, that cause the Facility to be unavailable in normal condition.
- 7.11 Termination for Cause. Either Party may terminate this Agreement if the other is in default and has not met the deadlines for curing, or undertaking steps to cure the default, as described in Section 7.5 of this Agreement. In the event of default, the non-defaulting Party shall provide the defaulting Party with seven (7) business days' notice of its intention to terminate this Agreement due to the uncured default. In the event of early termination for any reason, Owner shall pay to Manager all amounts owing under this Agreement and accrued through the date of termination.
- 7.12 Compliance with Laws. Manager shall comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation of the Facility. Manager's failure to comply with such will be an Event of Default under this Agreement and shall entitle Owner to terminate this Agreement pursuant to the provisions of Section 7.5 of this Agreement.

- 7.13 Non-waiver. The failure of either Party at any time to enforce a provision of this Agreement will not constitute a waiver of the provision, nor in any way affect the validity of any part of this Agreement, or the right of such Party thereafter to enforce each provision of this Agreement.
- 7.14 Authority. This Agreement must be executed by the Parties and be approved by authorizing personnel/bodies.
- 7.15 Amendments. Any amendment to this Agreement must be in writing and agreed upon by both Parties.
- 7.16 Choice of Law. The laws of the State of Kansas govern all matters arising under or relating to this Agreement, including torts.
- 7.17 Severability. If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.
- 7.18 Notices. Any notice required under this Agreement must be in writing and will be deemed effective and received: (a) upon personal delivery; (b) five days after deposit in the United States mail, certified mail, return-receipt requested, postage prepaid; or (c) one business day after deposit with a national overnight air courier, fees prepaid, to Manager or Owner at the following addresses:

If to Owner: Roeland Park City Hall
Attention: City Administrator
4600 W. 51st Street
Roeland Park, Kansas 66205

If to Manager: Midwest Pool Management
Attention: President
156 Weldon Parkway
Maryland Heights, MO 63043

Either Party may designate an additional or other representative or address for notices upon giving notice to the other Party pursuant to this paragraph. For the purposes of this Agreement, "business day" means a day which is not a Saturday, Sunday or legal holiday of the United States of America.

- 7.19 Representatives. Owner's representative to Manager in connection with Facility operations is the City Administrator or their designee. Manager's representative to Owner is Manager's Director of Operations or their designee.

- 7.18.1 Owner Reserved Right of Entry. Representatives of Owner presenting official Owner identification may enter all portions of the Facility at any time to inspect the same, observe the performance by Manager of its obligations under this

Agreement, or to do any act or thing which Owner may be obligated to do or have the right to do under this Agreement.

- 7.20 Force Majeure. Neither Party is obligated to perform under this Agreement or in default if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Facility, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.
- 7.21 Labor Dispute. In the event of a labor dispute which results in a strike, picket or boycott affecting the Facility or the services described in this Agreement, Manager will not be deemed to be in default or to have breached any part of this Agreement.

7.22 Integration. This Agreement and all attached appendices and exhibits constitute the final, exclusive agreement between the parties on the Matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. Exhibits integrated into this Agreement are:

- Exhibit A: Operations Plan
- Exhibit B: Facility Budget
- Exhibit C: Facility Rules and Regulations
- Exhibit D: Sample Invoice for Reimbursable Expenses and Management Fee
- Exhibit E: Inventory List

If the terms of this Agreement and any exhibit are inconsistent, the terms of this Agreement shall control.

7.23 Section Headings. Section headings in this Agreement are for convenience only and have no effect on the interpretation of this Agreement.

7.24 Assignment. This Agreement may not be assigned by Manager without the prior written consent of Owner. This Agreement may be assigned by Owner at any time for any reason.

To evidence the Parties' agreement to this Agreement, each Party has executed and delivered it on the date set forth in the preamble.

CITY OF ROELAND PARK, KANSAS

By: _____
Keith Moody, City Administrator

ATTEST:

Kelley Nielson, City Clerk

APPROVED AS TO FORM:

Steven Mauer, City Attorney

**MIDWEST POOL MANAGEMENT of AMERICA
LTD.**

By: _____
[insert name], [insert title]



EXHIBIT A: OPERATIONS PLAN

[DATE]

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I. Introduction

The Operational Plan (the “Plan”) serves as the planning guide for the upcoming swimming season at the Roeland Park Aquatic Center (“RPAC”). The intent is to develop operating details ahead of the season in a manner that is beneficial and strategic for both the Manager and the Owner.

II. Recommendations

Please provide a detailed description of any proposed changes and/or recommendations from the previous operating season to the upcoming season. If the proposed changes will be addressed in another section of this Plan, please also include the change here.

1. Hours of Operation- No Change from Prior Season

- Regular season / Adapted season.
- Extending facility closure to 8:00 p.m. Monday – Saturday.
- Opening facility for lap swimming to coincide with the start time of programming.
- Scheduled closure of amenity pools prior to scheduled facility closure time.

2. Resident/Non-Resident Model- No Change from Prior Season

With the transfer of ownership of the RPAC from Johnson County Park & Recreation District (“JCPRD”) to the City of Roeland Park (the “City”) in 2019, the fee model was changed to a resident/non-resident model for the 2019 season. This fee model aligns with other municipal pools that participate in the Super Pass program.

3. Master’s Practice in Evenings- No Change from Prior Season

In previous years the Masters Swim Team has not had their evening practices at the RPAC. This was presented as an option to the RPAC Advisory Committee. Hosting this program would increase revenue potential and pool utilization, and it does take away lap lanes from other patrons in the evening. During the proposed practice time of 6:15 p.m. – 7:45 p.m., the utilization of lap lanes has historically been low. The RPAC Advisory Committee approved utilizing lanes in the evening for Masters swimming.

4. Master’s Swimming & Water Polo Programs Converted from Punch Cards to Sessions- No Change from Prior Season

To ensure that costs for these two programs are consistently met, the switch from a punch card system to registering for sessions was adopted in 2019. Punch cards allow participants to purchase an allotment of practices and attend any scheduled practice time. However, this has led to some practice times having low participation, not covering costs. By switching to a session-based program, participants register for a grouping of practices. Each session has a minimum number of participants required to offer the course. This minimum ensures that costs for the program are covered.

Operations Plan

5. Update of Rules- No Changes from Prior Season

Rules from other aquatic facilities locally, regionally and nationally were reviewed to create the 2019 rules for the RPAC.

6. Lane Rental Fees/Facility Rental Fees- No Changes from Prior Season

The RPAC Ad-Hoc report conducted a market analysis of the area and suggested the rate be \$10.00/lane/hour. This was presented to the RPAC Advisory Committee to update fees for 2019 to the suggested \$10.00/lane/hour for short course (25-yard or 25-meter) lanes. For rental of long course (50-meters lane), a fee of \$15.00/lane/hour was suggested. In addition to lane rental fees, a rental fee for the north end (the “dive well”) of the facility for swim meets was set at \$100.00 per hour plus staffing costs incurred due to the event. All items were approved by the RPAC Advisory Committee are incorporated in the Operations Plan.

7. Additional Lifeguard (Slide Attendant)- No Change from Prior Season

To be compliant with the Kansas Department of Labor (“KDOL”), an additional lifeguard/slide attendant is needed to properly staff the departure platforms. With the separation of the departure platforms, there is a need to add an additional guard. In prior years, one lifeguard would dispatch both slides with a lifeguard in the slide catch pool for a total of two guards at the slide amenity pool. In 2019, three staff members were utilized to follow the KDOL’s Amusement Ride Act.

8. Base Salary for Part-Time Positions

Refer to Section VI- Staffing Details for the average wage per position. Each position will have a pay range as has been the case in prior years. Employee’s pay increases with years of experience.

9. Complimentary Day Passes- No Change from Prior Season

Complimentary day passes will be printed in business card format and will be used for rain checks, customer service, special events, and marketing opportunities.

III. Admission and Membership Fees

1. Day Passes

Day passes will continue to be available for patrons to utilize the facility for the day. Fees will remain the same as 2018 with one change.

Age	City Resident	Non-Resident
2 & Under	\$0.00	\$0.00
3 – 59	\$6.00	\$8.00
60+	\$5.50	\$7.50

2. Membership Rates

Memberships will remain at the same rates as 2018. For family memberships, a family will be defined as and include two adults maximum and three children up to the age of 18 (or up to the age 23 with proof of full-time student status). All patrons must be residing in the same household. Additional children may be added for \$15.00 per child.

Type of Membership	City Resident	Non-Resident
Individual	\$75.00	\$120.00
Family	\$125.00	\$180.00
60+	\$65.00	\$110.00

3. Super Pass

The City will continue to participate in the Super Pass program. This program requires the purchase of an individual or family membership to the facility, with an option to take advantage of the Super Pass. The Super Pass add-on allows members to not only visit the pool in which they have a membership, but other outdoor municipal pools in the area as well. Other participating cities include: Fairway, Leawood, Merriam, Mission and Prairie Village.

	City Resident	Non-Resident
Family *	\$60.00	\$65.00 **
Individual	\$25.00	\$30.00 **

* Family Super Pass includes limit of five household members. Additional members can be added for \$5.00 per person.

** To qualify for the Non-Resident Super Pass, patron must have been a RPAC season pass holder in the prior year.

4. City of Roeland Park Employee Free Memberships

All full time City employees may receive free admission/membership to the Facility. The employee may include immediate family members (defined by those that are eligible to be covered under the employee's health insurance through the City) in a free family membership.

5. COMPLIMENTARY DAY PASSES

Complimentary RPAC day passes are being produced for the reasons stated below. Approved staff will issue the cards, sign the back as approved and all cards handed out will expire two weeks from the issued date. Patrons will present the day pass to the front desk and will be allowed one complimentary entry to the facility per card.

1. Rain Checks

- a. Facility closure of more than one hour due to weather will qualify all patrons that purchased a day pass to receive a complimentary day pass.

2. Pool Closures due to Fecal Contamination

- a. Facility closure of more than one hour due to contamination will qualify all patrons that purchased a day pass to receive a complimentary day pass.

3. Customer Service

- a. At the discretion of staff, patrons visiting the facility that have encountered a less than positive experience are eligible for a day pass, allowing said patron to come back another day for a more positive experience.

4. Marketing Opportunities

- a. Outlined in VII, Marketing.

IV. Dates, Hours and Schedule

**Include master schedule detail in the Appendix.*

Specify the **dates** of operation, including regular season and adapted/modified season after school begins.

- Regular season May 23, 2020 through August 11, 2020
- Adapted season: August 12, 2020 through September 7, 2020

Specify **hours** of operation, including rentals, activities, programs, open swim, etc.

Regular Season (While Shawnee Mission Schools are NOT in Session)

	Open Recreation Swim	Concessions
Monday – Saturday	12:00 p.m. – 8:00 p.m.	12:00 p.m. – 6:00 p.m.
Sunday	12:00 p.m. – 6:00 p.m.	12:00 p.m. – 5:00 p.m.

Morning Lap Swimming

Lap swimming times that will be offered if all programs meet minimums and rentals are present for the day:

- Mondays: 7:00 a.m. – 12:00 p.m.
- Tuesdays: 5:30 a.m. – 12:00 p.m.
- Wednesdays: 7:00 a.m. – 12:00 p.m.
- Thursdays: 5:30 a.m. – 12:00 p.m.
- Fridays: 7:00 a.m. – 12:00 p.m.
- Saturdays & Sundays: No lap lanes before 12:00 p.m.

Amenity Pools Schedule

Monday – Thursday:

- Youth & Vortex Pool: 12:00 p.m. - 6:00 p.m.
- Slides: 12:00 p.m. – 7:00 p.m.

Friday, Saturday & Sunday:

- Amenity pools will close 30-minutes prior to facility closing.

Operations Plan

- If amenity pools are not being utilized one hour prior to close, staff is encouraged to close prior to facility closure.

Schedule will be modified to accommodate Stingray swim meets which occur from 7 am to noon or after 3 pm (during the week) on dates to be determined. The Masters may have a swim meet on the weekend from 7 am to noon as well, date to be determined.

Adapted Season (While Shawnee Mission Schools are IN session)

	Open Recreation Swim	Concessions
Monday – Thursday	Closed	Closed
Friday	4:00 p.m. – 7:00 p.m.	Closed
Saturday & Sunday	12:00 p.m. – 6:00 p.m.	12:00 p.m. – 5:00 p.m.

Amenity Pools Schedule

Friday, Saturday & Sunday:

- Amenity pools will close 30-minutes prior to facility.
- If amenity pools are not being utilized one hour prior to close, staff is encouraged to close prior to facility closure.

V. Programming

1. Swim Lessons

Group Swim Lessons

Youth group swim lessons will be offered for ages 6 months to 12 years of age with different levels to help with a variety of abilities.

Courses Offered:

- Parent & Tot (Ages 6 months to 2 1/2 years)
 - This water orientation program includes both tots and their parents. Participants are led through various class exercises which focus on water adjustment, blowing bubbles, getting their face wet, basic fundamentals required for proper body alignment, kicking and eventual submersion. Both child and parent participate in the water for this program.
 - Minimum / Maximum Participants: 3/5
- Aqua Tot (Ages 2 1/2 - 5 years)
 - Participants explore basic skills through repetition and muscle memory, while encouraging safety in the water. Water adjustment, blowing bubbles, getting face wet, kicking with flotation devices as well as independently, prone glide (superman), back float, and introduction of front crawl stroke are all introduced.
 - Minimum / Maximum Participants: 3/5

Operations Plan

- Novice (Ages 5 - 12 years)
 - Participants are led through various class exercises which focus on holding their breath underwater, prone glide (superman), back float, front crawl stroke, elementary backstroke, and deep-water introduction.
 - Minimum / Maximum Participants: 3/6
- Advanced Novice (Skill based program, not age specific. Typically ages 6-12 years)
 - This program is designed for participants who know the basics of swimming but would like to learn more advanced swimming skills. Skills refined during this program include front crawl stroke with rhythmic breathing, elementary backstroke, backstroke, introduction of breaststroke, treading water and endurance.
 - Minimum / Maximum Participants: 3/7
- Intermediate (Skill based program, not age specific. Typically ages 6-12 years)
 - This program is designed for participants who have a solid understanding of the fundamentals of swimming and want to increase their swim stroke refinement and obtain endurance training. Skills refined during this program include freestyle, backstroke, breaststroke, introduction to flip turns and endurance training.
 - Minimum/Maximum Participants: 3/8

Fees:

- City Residents: \$60.00/session
- Non-Residents: \$66.00/session

Schedule & Levels Offered:

Weekday Morning Lessons:

- Session includes eight 30-minute lessons
- Each session is Monday – Thursday for two weeks. Fridays are reserved as make-up days.
- Four time slots are available.

Session	Session 1	Session 2	Session 3	Session 4
Start Date	Monday, June 1	Monday, June 15	Monday, July 13	Monday, July 27
End Date	Thursday, June 11	Thursday, June 25	Thursday, July 23	Thursday, August 6
9:00 a.m.	Aqua Tot, Novice	Aqua Tot, Novice	Aqua Tot, Novice	Aqua Tot, Novice
9:35 a.m.	Aqua Tot, Advanced Novice	Aqua Tot, Advanced Novice	Aqua Tot, Advanced Novice	Aqua Tot, Advanced Novice
10:10 a.m.	Intermediate, Novice	Intermediate, Novice	Intermediate, Novice	Intermediate, Novice
10:45 a.m.	Parent Tot, Aqua Tot	Parent Tot, Aqua Tot	Parent Tot, Aqua Tot	Parent Tot, Aqua Tot

Weekday Evening Lessons:

- Session includes eight 30-minute lessons
- Each session is Monday – Thursday for two weeks. Fridays are reserved as make-up days.

Operations Plan

- Three time slots are available.

Session	Session 1	Session 2	Session 3	Session 4
Start Date	Monday, June 1	Monday, June 15	Monday, July 13	Monday, July 27
End Date	Thursday, June 11	Thursday, June 25	Thursday, July 23	Thursday, August 6
5:00 p.m.	Aqua Tot, Novice, Advanced Novice	Aqua Tot, Novice, Advanced Novice	Aqua Tot, Novice, Advanced Novice	Aqua Tot, Novice, Advanced Novice
5:35 p.m.	Aqua Tot, Novice, Intermediate	Aqua Tot, Novice, Intermediate	Aqua Tot, Novice, Intermediate	Aqua Tot, Novice, Intermediate
6:15 p.m.	Parent Tot, Aqua Tot, Novice	Parent Tot, Aqua Tot, Novice	Parent Tot, Aqua Tot, Novice	Parent Tot, Aqua Tot, Novice

Saturday Morning Lessons:

- Session includes eight 30-minute lessons
- Lessons are on Saturday mornings.
- Three time slots are available.

Session	Session 1
Start Date	Saturday, June 6
End Date	Saturday, July 25
9:30 a.m.	Aqua Tot, Novice, Intermediate
10:05 a.m.	Aqua Tot, Novice, Advanced Novice
10:40 a.m.	Parent Tot, Aqua Tot, Novice

Private Swim Lessons

This program is designed for the person wanting to participate in one-on-one instruction to better serve their swimming needs. Private lessons are sold in four 30-minute class sessions.

Fees:

- City Residents: \$85.00
- Non-Residents: \$95.00

Ages:

Participant must be a minimum of four years old to participate. All ages are welcome above the age of four. Private lessons are a great opportunity for adults wanting to learn to swim or to refine their swim strokes.

Availability & Scheduling:

Operations Plan

The Private Swim Lesson program is a first-come first-serves program, based on instructor availability. If no instructors are available, participant will be put on a waiting list and contacted when instructor availability opens.

Lessons are scheduled based on the participant's and instructor's availabilities during normal open operation hours of the RPAC. There are a few times that private lessons are not allowed to take place, and this is reviewed in the participant information form.

Registration:

Before private lessons can be scheduled, an individual must submit a Participant Information Form online. Upon review of the form by an aquatic staff member, an available instructor will be assigned to begin scheduling the lessons with the individual.

2. Roeland Park Stingray Swim Team

The City's youth recreational swim team participates in the Johnson County Swim and Dive League ("JCSDL"). Participating cities include: Fairway, Leawood, Lenexa, Merriam, Olathe, Overland Park, Prairie Village, and Shawnee.

Pre-Competitive

This team is designed for young swimmers who are learning to swim/dive and working on increasing their skills and endurance. Participants must be able to swim proficiently 25-meters on both front and back to participate on the team. These pre-requisites are in place to maintain the safety of all participants. City residency is not required to participate.

Season Dates:

- Tuesday, May 22 – Saturday, June 27

Fees:

- City Residents: \$67.00
- Non-Residents: \$74.00

Practice Schedule:

- Monday – Friday Mornings
- 11:15 - 11:55 a.m.
- No Practice, July 4

Meet Schedule:

All Pre-Competitive meets are held on Saturdays with warm-ups at 8:00 a.m. and meets at 8:30 a.m. Meet dates and locations will be established at a later date.

- June ? : Home vs Leawood & Prairie Village
- June ? : Away vs Shawnee & Lenexa

Operations Plan

- June ? : Away vs Olathe & Fairway
- June ? : Away vs Overland Park & Merriam

Competitive

This team is designed for higher level swimmers that can swim 50 yards without stopping and know all four strokes. Roeland Park Stingrays compete in the Johnson County Municipal Swim and Dive League. City residency is not required to participate.

Season Dates:

Tuesday, May 26 – Wednesday, July 8

Fees:

- Roeland Park Residents: \$85.00
- Non-Residents: \$94.00

Practice Schedule:

- Monday – Friday Mornings
- Ages 12 - 18: 8:30 a.m. - 10:00 a.m.
- Ages 7 - 11: 10:00 a.m. - 11:10 a.m.
- No Practice, July 4

Meet Schedule:

All Competitive meets are held on Thursdays with warm-ups at 5:30 p.m. and meets at 6:00 p.m. The meet week of Independence Day will be adjusted if necessary to avoid the holiday. All City Meet is on a Wednesday. Dates and locations will be set at a future time.

- June ? : Away vs Olathe
- June ? : Home vs Fairway & Merriam
- June ? : Away vs Prairie Village & Leawood
- June ? : Home vs Overland Park
- July ? : Away vs Lenexa
- July ? : All City Meet Championship Meet @ Leawood

3. Water Fitness

Water fitness classes build cardiovascular fitness and strength, yet easy on joints. Because of their low-impact format, water aerobics classes are suitable for every age and fitness level.

Courses Offered:

- Aqua Bliss (Deep Water)

Operations Plan

Get all the benefits of exercise without all the sweat! Deep water aerobics is easy on the joints and gives the body what it craves - well rounded exercise. Water exercise floatation belts are used; no swimming skills necessary.

Minimum / Maximum Participants: 7/20

- Aquacise (Shallow Water)

This is a great shallow water workout that includes callisthenic-style movements with variations of upper and lower body resistive moves. Each instructor uses his/her own creativity to keep the pace moving and the activity interesting. As participants, you determine your own intensity by deciding how hard to manipulate the water.

Minimum / Maximum Participants: 7/20

Fees:

- City Residents: \$40.00/session
- Non-Residents: \$45.00/session

Schedule:

- Session includes eight 60-minute classes

Session	Session 1	Session 2
Start Date	Tuesday, June 2	Tuesday, July 7
End Date	Thursday, June 25	Thursday, July 30
Last Day of Registration	Tuesday, May 26	Tuesday, June 30
Aquacise (T/Th)	10:30 a.m. – 11:30 a.m.	10:30 am – 11:30 a.m.
Aqua Bliss (T/Th)	9:15 a.m. – 10:15 a.m.	9:15 am – 10:15 a.m.

4. Masters Swimming

JCPRD U.S. Masters Swimming is a training program for adults (18+ years old) interested in competitive swimming, triathlon training and fitness swimming. The word “Masters” can be intimidating or misleading but in organized adult swimming, “Masters” simply means 18 and older. This strong group is comprised of swimmers of various backgrounds. From triathletes, to amateur swimmers, to ex-college athletes there is a spot for everyone on the team.

Fees:

- Fees are based on how many practices are included in each session.

Schedule:

- Morning Sessions: Tuesdays & Thursdays | 5:30 a.m. – 7:00 a.m.
- Evening Session: Mondays & Wednesdays | 6:15 p.m. – 7:45 p.m.
- Saturday Morning Sessions: Saturdays | 10:00 a.m. – 11:30 a.m.

Operations Plan

- Each practice is 90-minutes

Morning Sessions:

Minimum / Maximum Participants: 12/20

Session	Session 1	Session 2
Start Date	Tuesday, May 26	Tuesday, June 30
End Date	Thursday, June 25	Thursday, July 23
Last Day of Registration	Tuesday, May 19	Tuesday, June 23
Fees (Res Non Res)	\$50.00 \$55.00	\$35.00 \$39.00
Practices In Session:	10 practices	7 practices
Notes:		No Class: July 4 th

Evening Sessions

Minimum / Maximum Participants: 12/20

Session	Session 1	Session 2	Session 3
Start Date	Monday, May 25	Monday, June 22	Monday, July 20
End Date	Wednesday, June 17	Wednesday, July 15	Wednesday, August 5
Last Day of Registration	Tuesday, May 19	Tuesday, June 16	Tuesday, July 14
Fees (Res Non Res)	\$40.00 \$44.00	\$40.00 \$44.00	\$30.00 \$33.00
Practices In Session:	8 practices	8 practices	6 practices
Notes:			

Saturday Morning Sessions

Minimum / Maximum Participants: 12/20

Session	Session 1	Session 2
Start Date	Saturday, May 29	Saturday, July 25
End Date	Saturday, July 18	Saturday, August 29
Last Day of Registration	Tuesday, May 19	Tuesday, July 14
Fees (Res Non Res)	\$35.00 \$39.00	\$30.00 \$33.00
Practices In Session:	7 practices	6 practices
Notes:	No Practice: June 8 th	

5. Water Polo

Whether you used to play as a kid or you are a strong swimmer looking for fun, try our KC Water Polo team. Sponsored by JCPRD and sanctioned by USA Water Polo, the KC Water Polo team is for swimmers age 15 and up. It is a great competitive sport and a fun way to stay fit.

Fees:

- City Residents: \$84.00/session
- Non-Residents: \$92.00/session

Operations Plan

Schedule:

- Sundays | 10:00 a.m. – 11:30 a.m.
- Each practice is 90-minutes

Sunday Morning Sessions

Minimum / Maximum Participants: 15/20

Session	Session 1
Start Date	Sunday, May 30
End Date	Sunday, August 25
Last Day of Registration	Tuesday, May 19
Fees (Res Non Res)	\$84.00 \$92.00
Practices In Session:	12 practices
Notes:	No Practice on date of Masters Meet

6. Pool/Birthday Parties

A two-hour birthday party for 15 guests. One hour at the pool and one hour at the community center in a party room. Additional guests may be added for \$5 per person, not to exceed 25 guests in total. A guest is defined as anyone who enters the aquatic facility and utilizes any pool or amenity.

Age	City Resident	Non-Resident
Up to 15 guests	\$101.00	\$106.00
Damage Deposit	\$50.00	\$50.00
<i>(refundable less actual cost of repairs or additional time used on day of rental)</i>		

VI. Staffing Details

Provide a list of all staff position titles, their respective primary job duties, total quantities to be hired, estimated salary (full-time employees dedicated to Roeland Park Aquatic Center) and/or pay scales (for part-time/seasonal employees) and certifications. Include an organization chart of all positions; job descriptions are required to be made available upon request.

- Director of Operations– Provides the leadership, management and long-range planning and vision for recreation programs, departments and initiatives.
Total: 1 Certifications: Lifeguard Instructor, CPO or AFO
- Pool Manager– Oversees program areas and/or facilities, recruiting, hiring, training, supervising and evaluating staff, ensuring successful programs and facility operations.
Total: 1 Certifications: Lifeguard Instructor Average Pay: \$15.75/hr.
- Assistant Pool Manager- Creates, develops, and implements recreation programs and/or leagues.
Total: 2 Certifications: Lifeguard Instructor Average Pay: \$14.00/hr.
- Head Guard – Assists in overseeing the swimming operation, including opening and closing the facility, chemical testing, general facility supervision and day-to-day lifeguard management. Attends and helps organize and instruct in-service training.

Operations Plan

Total: 4 Certifications: Lifeguard Average Pay: \$12.50/hr.

- Lifeguard – Monitors swimming activities to prevent accidents and provides assistance to swimmers. Attends regular in-service training.

Total: 30 Certifications: Lifeguard Average Pay: \$9.50/hr.

- Front Desk Attendant – Provides customer service and method of entry collections, program and membership sales, answers phones, assists with daily deposits.

Total: 10 Certifications: N/A Average Pay: \$9.00/hr.

- Concession Worker – Serves customers at the concessions, works with food preparation, responsible for cleaning duties in concessions, and assists with daily deposits.

Total: 5 Certifications: N/A Average Pay: \$9.00/hr.

- Swim Lesson Lead – Oversees swim lesson sessions acting as the liaison between swim lesson guardians and instructors.

Total: 1 Certifications: CPR, First Aid Average Pay: \$12.00/hr.

- Swim Lesson Instructor – Teaches swimming for youth and adult patrons, and/or specialty classes, keeps class records, communicates with participants and monitors skills.

Total: 8 Certifications: CPR, First Aid Average Pay: \$11.00/hr.

- Masters Head Coach– Manages the Masters Swim Team, prepares workouts, communicates with participants, hosts swim meets, and responsible for general team management and coaching.

Total: 1 Certifications: CPR, First Aid Average Pay: \$16.00/hr.

- Stingrays Head Coach – Manages the Roeland Park Stingrays Swim Team, prepares workouts, communicates with participants, hosts swim meets, and responsible for general team management and coaching.

Total: 1 Certifications: CPR, First Aid Average Pay: \$15.00/hr.

- Stingrays Assistant Coach – Assists with running the Roeland Park Stingrays Swim Team, attends swim meets, oversees practices, teaches and demonstrates swim strokes.

Total: 2 Certifications: CPR, First Aid Average Pay: \$13.00/hr.

- Water Aerobics Instructor – Teaches and instructs aquatic exercise programs, keeps class records, communicates with participants and attends annual in-service training.

Total: 2 Certifications: CPR and First Aid Average Pay: \$16.00/hr.

Notes Concerning Compensation:

1. Payroll taxes and fees will be added to the above hourly rates.
2. Wages listed are average per job classification, actual wages may differ as employees will be paid based on years of experience and qualifications. Some employees may be below the average rate others may be above.
3. These wages are reflective of the current Kansas minimum wage of \$7.25. If minimum wage increases prior to or during the 2020 or subsequent seasons, an adjustment in wages may be needed.
4. The Owner will only be billed for actual wages paid to Manager's employees plus payroll burdens.

Please describe the initial and ongoing training requirements of all applicable positions.

Operations Plan

Pre-Season Orientation Training

Prior to season, an all staff orientation will be scheduled. This orientation will provide an overview training for all staff as well as specific trainings required by Manager.

Pre-Season Front Desk Attendant/Head Guard Training

Prior to season, all front desk staff will attend job-specific training for the front desk of the facility. This will include customer service training, financial protocols, and recreation software usage.

Lifeguard In-Service Training

Lifeguards and Head Guards will participate in scheduled weekly in-service trainings. Trainings will focus on in-water skills, dryland skills, rule enforcement and other topics pertinent to the lifeguard's duties and responsibilities at the pool. These trainings will help lifeguards become better prepared and actively engage them on what it means to be a lifeguard.

Head Guard Meetings

Head Guards will meet monthly with supervisor(s) to provide feedback - both ways – concerning the operations of the facility. This will provide an opportunity to discuss items that head guards see as challenges as well as provide support to each other, making a more cohesive group. Another goal of these meetings is to allow consistency among leaders and staff as a whole.

VII. Marketing

The Owner will handle all marketing efforts. Manager will cooperate with Owner in developing the message, timing and distribution method of marketing materials.

VIII. Technology

The Owner will provide Manager the following systems for use in the administrative operations of the facility (ex. registrations, sales/P.O.S. for front desk and concessions, employee scheduling, radio service, etc.)

- Software to be Determined for program registration, membership sales, and concession sales.
- Telephone and Internet Services– Used to provide communications, registration, enrollment and updates to patrons including open/closed status of facility or program.

IX. Timeline

Please specify critical tasks to be completed each month and any needs or notes you may have that correspond with those tasks. This will be used to keep efficiency and momentum in opening, operating and closing the Facility.

January

- **1/6: Monthly MPM / City Meeting**
- **1/14: Aquatics Advisory Committee Meeting (2nd Tuesday of the Month at 6 pm at the Community Center)**
- **TBA: Copy for activities guide 1st edit**
- **TBA: Copy for activities guide 2nd edit**
- **Update Aquatic Center web information**

Operations Plan

- Lifeguard Instructor training
- Motor bumps
- Confirm inventories/requests to City
- **ADVERTISING/RECRUITING/SCHOOL VISITS FOR LIFEGUARDS & COURSES CONTINUES**
- Lifeguard Training Classes

February

- Motor bumps/facility checks
- 2/3: Monthly MPM / City Meeting
- TBA: Activities Guide Final Deadline due
- 2/11: Aquatics Advisory Committee Meeting
- Establish food/beverage contacts
- Establish 1st chemical delivery date/chemical amounts
- TBA: Update RPAC website (facility page and all program pages) for 2020 RPAC season
- TBA: Update links for all RPAC websites/links
- **ADVERTISING/RECRUITING/SCHOOL VISITS FOR LIFEGUARDS & COURSES CONTINUES**
- Lifeguard Training Classes

March

- Motor bumps/facility checks
- 3/2: Monthly MPM / City Meeting
- 3/10: Aquatics Advisory Committee Meeting
- Field Supervisor POS Training
- Walk-thru to establish scope of cleaning/setup impact
- TBA Distribution of Activities Guide
- 3/30: Program registration and membership sales start
- Dewinterize fresh water supply
- Dewinterize pool circulation system
- **ADVERTISING/RECRUITING/SCHOOL VISITS FOR LIFEGUARDS & COURSES CONTINUES**
- Lifeguard Training Classes

April

- Motor bumps/facility checks
- 4/6: Monthly MPM / City Meeting
- 4/6: 10% Off Early Bird Membership Discount starts
- 4/29: Begin filling pool
- 4/30: Begin chemical administration
- TBA: JOCO Health Dept (Steve Vogelsang) Pre opening visit/walkthrough
- POS/Front Desk/Concessions Training
- 4/24 1st Chemical Delivery
- 4/14: Aquatics Advisory Committee Meeting
- **ADVERTISING/RECRUITING/SCHOOL VISITS FOR LIFEGUARDS & COURSES CONTINUES**
- **LIFEGUARD CLASS**
- 4/30: 10% Off Early Bird Membership Discount ends

May

- 5/1: Continue Fill, Start pumps/motors/test all systems

Operations Plan

- Facility checks daily after full and operating
- 5/6: Monthly MPM / City Meeting
- Schedule **JOCO** Department of Health & Environment pre-opening inspection.
- 5/14: Aquatics Advisory Committee Meeting
- 5/15: Submit additional RPAC Inventory of Equipment to City
- 5/13: Pool be swim ready
- Pool opens on 5/23/2020 @ 12:00 p.m.
- 1st Food/Beverage Delivery
- Chemical Delivery
- **ADVERTISING/RECRUITING/SCHOOL VISITS FOR LIFEGUARDS & COURSES CONTINUES**
- **LIFEGUARD CLASS**
- **PRE-Season Orientation / Training**

June

- 6/1: Monthly MPM / City Meeting
- 6/9: Aquatics Advisory Committee Meeting
- **ADVERTISING/RECRUITING/SCHOOL VISITS FOR LIFEGUARDS & COURSES CONTINUES AS NEEDED**

July

- 7/6: Monthly MPM / City Meeting
- 7/14: Aquatics Advisory Committee Meeting

August

- 8/3: Monthly MPM / City Meeting
- 8/11: Aquatics Advisory Committee Meeting

September

- 9/8: Monthly MPM / City Meeting
- 9/15: Aquatic Advisory Committee Meeting
- 9/7: Pool closes on 9/7/2020 @ 4:00 pm
- Conduct post-swim season walk-through with City
- Conduct post-season inventory
- Pack up/store all pool equipment, supplies
- Winterize of pool systems by mutually agreed upon date
- Winterize of fresh water systems by mutually agreed upon date

October

- Motor bumps/facility checks
- 10/5: Monthly MPM / City Meeting
- 10/13: Aquatics Advisory Committee Meeting

November

- Motor bumps/facility checks
- 11/2: Monthly MPM / City Meeting
- 11/10: Aquatics Advisory Committee Meeting

December

Operations Plan

- **Motor bumps/facility checks**
- **12/7: Monthly MPM / City Meeting**
- **12/15: Aquatics Advisory Committee Meeting**

Exhibit B:**Line Item Budget - Aquatic Center**

		2016 Actual	2017 Actual	2018 Actual	2019 Projected	2020 Based on MPM	Notes:
	Beginning Fund Balance					\$ 101,781	
4010	Revenues						
	Program Fees	\$ 44,803	\$ 37,081	\$ 21,788	\$ 32,556	\$ 23,000	Revenue from programs-swim lessons/swim team/aerobics.
	Internal Program Revenue	\$ 12,260	\$ 11,644	\$ 11,168	\$ 13,000	\$ 12,000	Revenue from daycare/summer camp admissions.
	Concession Revenue	\$ 12,536	\$ 14,579	\$ 10,694	\$ 15,000	\$ 13,000	
	Retail Sales - Taxable		\$ 54	\$ 82	\$ 522	\$ 100	
	Participation Fees	\$ 139,458	\$ 121,962	\$ 94,738	\$ 95,488	\$ 100,000	Daily passes and season passes
	Advertising Sponsorship		\$ -	\$ 600		\$ 2,000	
	Taxable Sales Discounts (contract)	\$ (140)	\$ (220)	\$ (23)	\$ (8,000)	\$ (200)	
	Nontaxable Sales Discounts (contract)	\$ (3,372)	\$ (1,877)			\$ -	
	Facility Rental	\$ 15,473	\$ 13,328	\$ 3,800	\$ 4,850	\$ 3,800	Lane and pool rental to Blazers or other groups.
	Reimbursement			\$ 158		\$ -	
	Costs Shared by JCPRD	\$ 204,168	\$ 214,091	\$ 210,274	\$ -	\$ -	
	Subtotal Revenue	\$ 425,186	\$ 410,642	\$ 353,279	\$ 153,416	\$ 153,700	
	Transfer from Equip Reserve Fund				\$ 131,391		
	Transfer from the General Fund	\$ 412,698	\$ 425,951	\$ 364,714	\$ 420,000	\$ 385,000	Lowered from \$420,00; maintaining fund balance > \$100k.
	Transfers	\$ 412,698	\$ 425,951	\$ 364,714	\$ 551,391	\$ 385,000	
	Total Revenues	\$ 837,884	\$ 836,592	\$ 717,993	\$ 704,807	\$ 538,700	
A	Salaries						MPM Daily Operations Personnel Cost was \$153,500 in their proposal, it did not cover program personnel costs.
5101	Full Time Salaries	\$ 78,352	\$ 80,351	\$ 77,558	\$ 37,329	\$ 16,000	30% of Building Maint Super in this dept budget.
5102	Overtime	\$ 450	\$ 615	\$ 819		\$ 600	

Exhibit B:
Line Item Budget - Aquatic Center

		2016 Actual	2017 Actual	2018 Actual	2019 Projected	2020 Based on MPM	Notes:
							Linked to Detail Sheet- Subtotal for Daily Operations
5104	Part Time Salaries- Open Swim Hours	\$ 225,155	\$ 237,651	\$ 151,960	\$ 143,051	\$ 140,482	
	FICA/SSI and workers comp- Open Swim Hours					\$ 18,375	Linked to Detail Sheet- Subtotal for Daily Operations
	Part Time Salaries- Programs/Events/Lessons/Swim Team					\$ 11,617	Linked to Detail Sheet- Subtotal for Programs
	FICA/SSI and workers comp- Programs/Events/Lessons/Swim Team	\$ 3,252	\$ 6,456	\$ 17,656	\$ 5,819	\$ 1,519	Linked to Detail Sheet- Subtotal for Programs
	Cell phone allowance	\$ 400	\$ 333	\$ 609	\$ -	\$ 150	
A	Salaries Total	\$ 307,609	\$ 325,406	\$ 248,602	\$ 186,199	\$ 188,743	
		\$ -					
B	Contracted Services						
	Pool Management Fee						MPM's \$34,850 Management Fee Includes the following:
					\$ 106,032	\$ 34,850	
5201	Electric	\$ 54,159	\$ 49,798	\$ 25,220	\$ 30,000	\$ 28,000	Liability insurance for MPM operations,
5202	Telephone	\$ 6,716	\$ 3,032	\$ 3,772	\$ 600	\$ 600	field supervision of pool staff,
5203	Printing and Advertising	\$ 126	\$ 353	\$ 497	\$ 1,300	\$ 3,000	recruiting/hiring/training pool staff,
5205	Postage	\$ -	\$ 19	\$ -	\$ 500	\$ 4,000	inspection of facility each month in the off season.
5206	Travel & Training	\$ 3,351	\$ 2,165	\$ 4,327	\$ 2,912	\$ 1,500	CPO certification for Facility Maint Supervisor.
	Memberships and Dues			\$ -		\$ 200	
	Bank Charges	\$ 3,059	\$ 3,409	\$ 2,874	\$ 200	\$ 3,500	Credit card fees.
	Management Services	\$ 988	\$ 1,672	\$ 950		\$ -	
	Pest Control		\$ 618	\$ 528	\$ 600	\$ 600	
	Inspection Services	\$ 275	\$ 5,917	\$ 1,497	\$ 100	\$ -	
	Recreational Services	\$ 98	\$ 2,684			\$ -	
	Facility Rentals	\$ 599	\$ 88	\$ 118		\$ -	

Exhibit B:**Line Item Budget - Aquatic Center**

		2016 Actual	2017 Actual	2018 Actual	2019 Projected	2020 Based on MPM	Notes:
	Equipment & Furnishings Rental/Leases	\$ 4,116	\$ 3,804	\$ 640		\$ -	Purchased pool vacs last year, they stay with pool.
	Rental or Leasing - Unclassified	\$ 160	\$ 904	\$ -		\$ -	
5207	Medical Expense & Drug Testing				\$ 3,040	\$ 3,340	Drug testing for all staff.
5210	Maintenance & Repair of Bldg.	\$ 2,888	\$ 3,036	\$ 5,816	\$ 6,627	\$ 3,000	
5211	Maintenance & Repair of Equip	\$ 29,763	\$ 25,119	\$ 8,136		\$ 3,000	
	Internal contractual services			\$ 12,847		\$ -	
5214	Other Contractual Services	\$ 15,974	\$ 19,795	\$ 20,591	\$ 21,020	\$ 18,000	
5250	Insurance & Surety Bonds						
5266	Computer Software	\$ 299	\$ 662			\$ 5,000	
5287	Water	\$ 15,725	\$ 13,452	\$ 11,604	\$ 14,000	\$ 13,000	
5288	Waste Water/Trash	\$ 19,629	\$ 20,470	\$ 14,965	\$ 15,100	\$ 16,000	
5289	Natural Gas	\$ 38,745	\$ 35,187	\$ 5,201	\$ 30,100	\$ 20,000	
	State fees, permits/Sales tax	\$ 611	\$ 640	\$ 1,030	\$ -	\$ 1,100	
B	Contracted Services Total	\$ 197,281	\$ 192,824	\$ 120,613	\$ 232,131	\$ 158,690	
C	Commodities						
5301	Office Supplies	\$ 1,331	\$ 1,264	\$ 545	\$ 1,400	\$ 1,300	Office supplies for MPM and for P&R Super.
5304	Janitorial Supplies	\$ 1,622	\$ 2,064	\$ 1,245	\$ 2,000	\$ 2,500	
3505	Dues, Subscriptions & Books	\$ 245	\$ -	\$ 299	\$ 435	\$ 300	
5306	Materials			\$ 982			
	Building Supplies and Materials	\$ 11,067	\$ 2,467	\$ 12,604	\$ 5,190	\$ 5,000	
	Tools	\$ -	\$ 10	\$ 364	\$ 200	\$ 200	
	Recreation Supplies/Equip	\$ 735	\$ 1,613	\$ 5,016	\$ 3,325		
	Grounds supplies and equipment	\$ 451	\$ 213	\$ 221	\$ 2,050	\$ 5,000	
	Computer Hardware/Equip	\$ 2,996	\$ 8,297	\$ 990	\$ 1,492	\$ 5,000	
	Appliances			\$ 123	\$ 150	\$ 150	
	Safety Supplies/Equip	\$ 1,670	\$ 650	\$ 1,743	\$ 2,300	\$ 2,200	Life saving equipment & protective equipment for staff.
	Furnishings & Office Equip	\$ 2,054	\$ 370	\$ -	\$ 200	\$ 200	
	Operating Supplies/Personal Care	\$ 264	\$ 79	\$ 658	\$ 400	\$ 200	
5302	Motor Fuels and Lubricants	\$ 181	\$ 61	\$ 106	\$ 200	\$ 200	

Exhibit B:**Line Item Budget - Aquatic Center**

		2016 Actual	2017 Actual	2018 Actual	2019 Projected	2020 Based on MPM
	Concessions food and supplies	\$ 9,667	\$ 8,402	\$ 4,661	\$ 8,650	\$ 8,650
	Chemicals	\$ 28,843	\$ 23,341	\$ 18,114	\$ 20,000	\$ 22,800
5307	Other Commodities			\$ 92	\$ -	
5308	Clothing/Uniforms	\$ 5,864	\$ 2,672	\$ 2,309	\$ 6,420	\$ 6,360
C	Commodities	\$ 66,990	\$ 51,503	\$ 50,072	\$ 54,412	\$ 60,060
	Total Operating Expenses (Salaries+Contractual Services+Commodities)	\$ 571,880	\$ 569,733	\$ 419,287	\$ 472,742	\$ 407,493
D	Capital Outlay					
5403	Office Equipment					
	Undesignated Maintenance					\$ 31,907
	Heater/Blower		\$ 55,000			
	Light Pole Replacement			\$ 15,470		
	Pool Sandblasting/Deck painting			\$ -		
	Bulkhead Repair			\$ 5,892	\$ 28,479	
	Pool Deck Caulking	\$ 16,306				
	Shade Structures					
	Diving Board Replacement			\$ 2,000	\$ 5,000	
	Painting lobby and restrooms				10,000	
	Repaint main pool, vortex or slide pools	\$ 41,168		\$ 17,204		
	Paint repairs to diving well and slide pool				\$ 5,525	
	Replace Furnace in the pool house			\$ 2,795		
	Repair water damage to concessions wall			\$ 3,919		
	Main Drain Valve Replacement			\$ 52,890		
	Replace Bad Concrete Deck Areas			\$ 10,410	\$ 27,432	
	Paint exterior, repair soffits, replace gutters of pump and pool house				\$ 9,000	
	Replace Electrical conduit supports in pump house				\$ 2,863	

Notes:

Exhibit B:**Line Item Budget - Aquatic Center**

		<u>2016 Actual</u>	<u>2017 Actual</u>	<u>2018 Actual</u>	<u>2019 Projected</u>	<u>2020 Based on MPM</u>
	Climbing Wall				\$ 10,825	
	New Roofs for Buildings			\$ 33,686		
	Pool Acid Ventilation					
	Remove ballasts and electrical boxes for old dome lighting				\$ 1,000	
	ADA Issues Addressed				\$ 20,000	
	Men's Shower Modification					\$ 99,000
	Convert pump house to LED lighting				\$ 2,335	
	West Pool Wall Repair				\$ 7,825	
	Lobby/Locker Room Floor Epoxy				\$ -	
D	Capital Outlay Total	\$ 57,474	\$ 55,000	\$ 144,266	\$ 130,283	\$ 130,907
E	Debt Service					
5600	Lease/Purchase Pool	\$ 189,000	\$ 198,000	\$ 148,500		
5601	Interest Pool	\$ 19,530	\$ 13,860	\$ 5,940	\$ -	\$ -
E	Debt Service Total	\$ 208,530	\$ 211,860	\$ 154,440	\$ -	
	Total Expenditures	\$ 837,884	\$ 836,593	\$ 717,993	\$ 603,025	\$ 538,400
	Total Annual Surplus or (Loss)	\$ -	\$ (0)	\$ 0	\$ 101,781	\$ 102,081
	Ending Fund Balance				\$ 101,781	\$ 102,081

Notes:

Exhibit B:**Detailed Personnel Budget**

Dept	Position	Employment Status	Average Pay Rate	Work Hours	Estimated Wages	Overtime Hours	Overtime Pay	Unemployment	Social Security & Medicare	WC Insurance	Total Salary & Benefits
Aquatics	Pool Manager	Part Time	15.75	1097	\$ 17,278			\$ 34.56	\$ 1,321.75	\$ 903.63	\$ 19,538
Aquatics	Assistant Pool Manager	Part Time	14.00	327	\$ 4,578			\$ 9.16	\$ 350.22	\$ 239.43	\$ 5,177
Aquatics	Head Lifeguards (2 people)	Part Time	12.50	756	\$ 9,450			\$ 18.90	\$ 722.93	\$ 494.24	\$ 10,686
Aquatics	Lifeguards (26 people)	Part Time	10.00	9474	\$ 94,740			\$ 189.48	\$ 7,247.61	\$ 4,954.90	\$ 107,132
Aquatics	Front Desk Attendant (4 people)	Part Time	9.00	790	\$ 7,110			\$ 14.22	\$ 543.92	\$ 371.85	\$ 8,040
Aquatics	Concessions (4 people)	Part Time	9.00	814	\$ 7,326			\$ 14.65	\$ 560.44	\$ 383.15	\$ 8,284
Daily Operations Subtotal				13,258	\$ 140,482	-	\$ -	\$ 281	\$ 10,747	\$ 7,347	\$ 158,857
Aquatics	Swim Lesson Instructors (18 people)	Part Time	11.00	450	\$ 4,950			\$ 9.90	\$ 378.68	\$ 258.89	\$ 5,597
Aquatics	Water Exercise Instructors (2 people)	Part Time	16.00	72	\$ 1,152			\$ 2.30	\$ 88.13	\$ 60.25	\$ 1,303
Aquatics	Swim Team Head Coaches (2 each)	Part Time	15.50	193.5	\$ 2,999			\$ 6.00	\$ 229.44	\$ 156.86	\$ 3,392
Aquatics	Swim Team Asst Coaches (2 each)	Part Time	13.00	193.5	\$ 2,516			\$ 5.03	\$ 192.44	\$ 131.56	\$ 2,845
Programs Subtotal				909	\$ 11,617	-	\$ -	\$ 23	\$ 889	\$ 608	\$ 13,136
Total Personnel Budget				14,167	\$ 152,099	\$ -	\$ -	\$ 304	\$ 11,636	\$ 7,955	\$ 171,993

Exhibit C- Facility Rules and Regulations

Facility & Admission:

1. Children under 10 years old must be accompanied by a parent or guardian over 16 years of age.
2. All persons utilizing the pool and its amenities, must pay the appropriate admission fees. Season pass holders must scan their membership ID card to enter. Persons supervising children or attending a function/event may be admitted without charge if they are not utilizing the pool and its amenities (use of restrooms, concessions and deck area is permitted).
3. To receive resident discount, please be prepared to show proof of residency.
4. Patrons under the influence of controlled substances, including drugs and alcohol, and/or who demonstrate behavior that is detrimental to the operations of the facility and the safety of others, will not be admitted.
5. Use of alcohol, tobacco (including vapor and e-cigarettes) or any illegal substances is not permitted within the facility.
6. Please use courteous language. Abusive, offensive or profane language is prohibited.
7. Patrons who leave the pool will be stamped allowing re-entry without paying additional admission fee during the same day.
8. Accepted Forms of Payment: Cash, personal checks and credit cards (Visa, Mastercard and Discover) are accepted.
9. In the event of adverse weather or fecal contamination, the pools will close at management's discretion. Complimentary passes will be offered if closures are anticipated to last longer than an hour.
10. No refunds will be given to those who fail to follow the rules and are dismissed from the facility. Repeated violation of rules may result in indefinite suspension.
11. No pets are allowed in the facility at any given time.
12. Neither the City of Roeland Park nor its operator are responsible for the loss of personal belongings.
13. No person shall photograph or videotape an unrelated person(s) without their consent and consent of legal guardian for those under 18 years of age.
14. The volume on an electronic device should be set for personal enjoyment only. Electronic devices should not be used in close proximity to the pool or water features.
15. Management reserves the right to review, change, and establish rules without notice as deemed necessary.

Attire & Personal Hygiene:

1. In order to keep our pools clean for everyone, all swimmers are encouraged to shower before entering the pool.
2. Take frequent bathroom breaks and check diapers often. Diapers must be changed at the diaper changing stations in the locker rooms.
3. Incontinent persons, infants and babies who are not fully toilet trained must wear a swim diaper under proper swimsuit attire. Paper and cloth diapers are prohibited in the pool.
4. Patrons who have experienced diarrhea within the last two weeks are prohibited.
5. If you have open wounds, an infection, or any communicable disease, you are not allowed in the water area.
6. Proper swimsuit attire must be worn at all times. A clean properly fitted non-cotton t-shirt with proper swim wear underneath is permitted. Not permitted swim wear are:

underwear, cutoffs, thongs, or other swimming attire determined inappropriate by management. Swim wear with zippers, buckles, rivets or any other metal ornamentation (grommets) will not be allowed on slides.

7. Changing into or out of swimsuits other than in locker rooms or other designated areas is prohibited.
8. Only U.S. Coast Guard approved flotation devices are allowed; noodles may be used recreationally.

Food:

1. Food and drink may be brought into the facility. Patrons are responsible for cleaning up after themselves. Food and drink shall not be taken into the pool or on amenities.
2. Glass containers of any kind are not permitted in the facility.
3. Alcohol is not permitted within the facility at any time.

Locker Room:

1. Lockers are designed for day use. Please remove locks at the end of the day.
2. Locks left on lockers will be cut off at the end of day and items will be removed and donated to charity.
3. Hanging on or slamming lockers is prohibited.
4. Girls over the age of 5 are not allowed in the men's restroom, and boys over the age of 5 are not allowed in the women's restroom. A family changing room is available for all.
5. A Family Restroom for toileting and changing is available and should be utilized when accompanied by a child of the opposite gender.
6. To protect the privacy of all patrons, use of recording devices (cameras, video cameras and cell phones) are not permitted in the locker room or restroom area.
7. Neither the City of Roeland Park nor its operator are responsible for the loss of personal belongings.

General Pool Rules:

The lifeguard on duty has the absolute authority on deck. **Obey lifeguards at all times.**

1. Swimming is allowed only when a lifeguard is on duty.
2. No refunds will be given to those who fail to follow the rules and are dismissed from the facility. Repeated violation of rules may result in indefinite suspension.
3. Lifeguards enforce rules and respond to aquatic emergencies, but parents/guardians are ultimately responsible for the safety and supervision of their children.
4. Horseplay such as running, grabbing, shoving and dunking is not allowed.
5. Spitting or blowing the nose, or any other similar activities in the swimming pool is prohibited.
6. Overt displays of affection are not allowed within pool facility.
7. Small toys are permitted in the Youth Pool and Zero Entry area only. Small sinking toys and soft balls are allowed as long as they do not interfere with other patrons using the facility. Water toys are subject to approval of pool staff.
8. Diving and flips from the edge of the pool are prohibited.
9. Only U.S. Coast Guard approved flotation devices are allowed; noodles may be used recreationally.
10. Flotation devices are prohibited on slides, diving boards and the vortex pool.
11. Unnecessary talking to lifeguards is not permitted.

12. Do not play, sit, hang or stand on pool ropes.
13. Safety checks will be performed each hour at 10 minutes before every hour. During this time patrons will be cleared from the pools until completion of the safety check.
14. If a fecal accident occurs in the pool, all guests will be cleared out of all pools. Depending on the type of accident, the pool may be closed for a period of time or the remainder of the day.

Diving boards:

1. Diving is allowed on diving boards only. No diving off the side of the pool.
2. The diving boards are for experienced swimmers only. Diving wells are deep and swimmers must be comfortable in deep water.
3. Swimmers must be able to swim unassisted to the edge of pool.
4. Only one person at a time on the diving boards. Swimmers must remain on the pool deck until the diver in front of them has jumped off the board.
5. Swimmers must walk to the end of the board.
6. Patrons shall only jump or dive straight off the end of the diving board.
7. No inwards or gainers where a patron's head is leading toward the board are allowed.
8. One bounce only on the board.
9. Once in the water, swimmers must swim to the closest ladder and exit the pool immediately.
10. The diving well should be clear of swimmers before a patron uses a board. If there are no patrons using the diving boards, open swimming in the diving well is permitted.
11. No parents/guardians are allowed in the deep end to catch their child at anytime.
12. Flotation devices, toys and goggles are not permitted.

Lap Lanes:

1. Lap lanes are not intended for recreational swimming.
2. Lap lanes are first come first serve basis, circle swimming may be required.
3. Lap swimmers may have to share the lanes with 2 or more swimmers.
4. Activities that can lead to unconsciousness due to prolonged breath holding are prohibited.
5. Starting blocks are for competition or RPAC program use only.
6. Available lap lanes will be marked by cones.

Youth Pool:

1. This area is for children 6 and under only. Children must be accompanied by a responsible person 16 years or older.
2. Warning water depth is shallow.
3. Use the sprayers after playing in the sand.

Water Slides:

1. Swimmers must meet minimum 48" height requirement for slides.
2. Water Depth is 3' 6". Warning water depth is shallow.
3. Patrons must be able to swim unassisted to the side of the pool.
4. Parents or guardians are not allowed to stand at the bottom of the slide to catch their child.
5. Swim wear with zippers, buckles, rivets or any other metal ornamentation (grommets) will not be allowed on slides.

6. Riders must enter the slide in a sitting position and wait for instructions from the lifeguard stationed at the slide starter tub.
7. All riders must ride feet first while lying on their back with arms crossed across their chest. Do not go down the slide head first. Do not sit up while riding the slide.
8. Do not propel yourself into the slide.
9. Flotation devices are not permitted.
10. Riders must be in good health. Elderly persons, those suffering from heart disease, high blood pressure, epilepsy, or persons using prescription medication should consult their physician before using either slide. Individuals with medical conditions including, but not limited to, pregnancy, heart or back problems should not ride the slides.
11. Follow the rules of the lifeguard at the top of the slide at all times.
12. No running, standing, kneeling, rotating, tumbling or stopping on the slide. Arms and hands must remain crossed on chest at all times. Riders should remain in proper riding position until forward movement is terminated. At no time should the rider attempt to stand up while on the slide or prior to coming to a complete stop in the catch pool.
13. No diving from the slide.
14. No goggles, personal flotation devices, toys, or glasses may be taken down the slide.
15. Flume Slide: Only one rider at a time. Absolutely no trains or chains of riders are permitted.
16. Family Slide: 1-2 swimmers at a time on family slide. Swimmers must sit side by side (no hand holding, sitting on laps, spinning around.) Riders must go down the slide feet first while lying on their back with arms crossed across their chest. Do not go down the slide head first. Do not sit up while riding slide.
17. All swimmers must promptly exit the catch pool using the steps.
18. No climbing on, playing in, or throwing of the landscape rocks surrounding the slide area.

Vortex:

1. All general pool rules apply.
2. Be advised there is a water current.
3. Swimmers must enter and exit the vortex pool at designated area.
4. Swimmers must not stop when in the vortex and walk with the current in a counter clockwise rotation.
5. No climbing on the walls or volcano.

Exhibit E- Inventory List

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Item	Item Description	Item Type	Location	Building	Quantity	Condition	Owner
Car Battery	Used for the Back-Up Generator for the Dome Blower	Maintenance Supplies	Aquatic Office	Pool House	1		Roeland Park
Double Desk	Deck for Aquatic Staff	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Office Chairs	Chair for Aquatic Staff	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Computer w/ 2 screens	Aquatic Leader	Office Supplies	Aquatic Office	Pool House	1	Good	JCPRD
Laptop station w/ 2 screens	Aquatic Specialist	Office Supplies	Aquatic Office	Pool House	1	Good	JCPRD
Colored Printer	Color Laser Jet Pro MFP M477fdn	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Phones	Nertel Networks	Office Supplies	Aquatic Office	Pool House	2	Good	JCPRD
Trashcans	Trash	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Book Shelf	Keep office items here	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
File Cabinet	Keep office items here	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Floor Safe	Safe in Aquatics Office	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Power Strips	Office Use	Office Supplies	Aquatic Office	Pool House	3	Good	Roeland Park
Laminator Machine	Scotch Thermal Laminator with 2 Starter Pouches 8.5" x 11"	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Paper Cutter		Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Under Office Desk Storage		Office Supplies	Aquatic Office	Pool House	2	Good	Roeland Park
Bull Horn	If needing to speak loud and PA isn't working	Safety Equipment	Aquatic Office	Pool House	1	Good	Roeland Park
Fire Extinguisher	Safety	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
3 Bay Sink	Sink for concessions	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Wall Sink	Sink for staff to wash their hands	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Mop Sink	Sink for mopping	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Mop Bucket	Mopping	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Paper Towel Dispenser		Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Hand Soap Dispenser		Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Hot Water Tank	Model: ECT 52 210 Serial: 1101A004061	Maintenance Supplies	Concessions	Pool House	1		Roeland Park
Ladder		Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Computer w/ 1 Screen	Sell concessions	Office Supplies	Concessions	Pool House	1	Good	JCPRD
Picnic Tables	Patron use at concessions	Pool Equipment	Concessions	Pool House	4	Good	Roeland Park
Rubbermaid Wall Cabinet	Holds concession items	Rec Equipment	Concessions	Pool House	1	Good	Roeland Park
Rubbermaid Full Double Door Cabinet	1. Holds concession items 2. Hold staff uniforms	Rec Equipment	Concessions	Pool House	2	Good	Roeland Park
Water Jugs	Water for Staff		Concessions	Pool House	1	Good	Roeland Park
Hotdog Roller	Food prep		Concessions	Pool House	1	Good	Roeland Park
Cheese Warmer	Food prep		Concessions	Pool House	1	Good	Roeland Park
Microwave	Food prep		Concessions	Pool House	3	Good	Roeland Park
Trashcan	Trash		Concessions	Pool House	1	Good	Roeland Park
Coca-Cola Fridge	Holds drinks		Concessions	Pool House	2	Good	Vendor
Office Chairs	Chair for concession worker		Concessions	Pool House	2	Good	Roeland Park
Fridge	Fridge		Concessions	Pool House	1	Good	Roeland Park
Deep Freeze	Holds food		Concessions	Pool House	2	Good	Roeland Park
Dip & Dot Freezer	Holds food		Concessions	Pool House	1	Good	Vendor
Open Sign	Open Sign for Concession Stand		Concessions	Pool House	1	Good	Roeland Park
Menu Board	Display menu offerings for Concessions		Concessions	Pool House	1	Good	Roeland Park
Stainless Steel Rolling Table	Food prep		Concessions	Pool House	4	Good	Roeland Park
Snow Cone Machine	Concessions		Concessions	Pool House	2	Good	Roeland Park
Toilets		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Toilet Paper Holder		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Wall Mirrors		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Hand Sink		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Paper Towel Dispenser		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Hand Soap Dispenser		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Benches		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Baby Changer		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Trash Can	Trash	Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Computers	Sell and scan memberships & programs	Office Supplies	Front Desk	Pool House	2	Good	JCPRD
Computers Screens	Sell and scan memberships & programs	Office Supplies	Front Desk	Pool House	3	Good	JCPRD
Walkie Talkies	Front desk, Shift Lead can stay in contact	Office Supplies	Front Desk	Pool House	2	Good	Roeland Park
Receipt Printer	To print receipts	Office Supplies	Front Desk	Pool House	1	Good	JCPRD
Data Card Printer	To print membership cards	Office Supplies	Front Desk	Pool House	1	Good	JCPRD
Phone	Nertel Networks	Office Supplies	Front Desk	Pool House	1	Good	JCPRD
Membership ID Scanner	For patrons to scan their membership card	Office Supplies	Front Desk	Pool House	1	Good	JCPRD
Stapler	Office Use	Office Supplies	Front Desk	Pool House	2	Good	Roeland Park
Pen Holder	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Binder Holder	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
File Cabinet	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Clip Boards	Office Use	Office Supplies	Front Desk	Pool House		Good	Roeland Park
Trash can	Trash	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park

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Recycle Bin	Recycle	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
AED	Safety & Staff use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Window Garage Door	Locking up for the evening	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Desk Chair	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Binders	Patron log, Super Pass, Membership, Cheat Sheets, Daycare, AED	Office Supplies	Front Desk	Pool House	6	Good	Roeland Park
3 Hole Punch	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Dry Erasers Markers	Office Use	Office Supplies	Front Desk	Pool House		Poor	Roeland Park
Blank Membership Cards	Office Use	Office Supplies	Front Desk	Pool House		Good	JCPRD
Bank Deposit Slips	Bank	Office Supplies	Front Desk	Pool House		Good	JCPRD
Bank Deposit Bags	Bank	Office Supplies	Front Desk	Pool House		Good	JCPRD
JCPRD Gift Cards	JCPRD	Office Supplies	Front Desk	Pool House		Good	JCPRD
Credit Card Scanner	Office Use	Office Supplies	Front Desk	Pool House		Good	JCPRD
Skimmer Net	Cleaning the pool	Cleaning Supplies	Guard Room	Pool House	2	Good	Roeland Park
Pool Brush	Used to clean pool walls and bottom	Cleaning Supplies	Guard Room	Pool House	1	Good	Roeland Park
Cobweb Duster	Dusting the cobwebs from ceiling	Cleaning Supplies	Guard Room	Pool House	1	Good	Roeland Park
Black Wire Shelving Unit	Misc. stuff on them	Maintenance Supplies	Guard Room	Pool House	2	Good	Roeland Park
Broom Holder Wall Mount	Hang brooms and dust pans	Maintenance Supplies	Guard Room	Pool House	2	Good	Roeland Park
Large Utility garage Hook	Hang Lifeguard Tubes	Maintenance Supplies	Guard Room	Pool House	3	Good	Roeland Park
Aluminum Rake	Racking the sand in youth pool	Maintenance Supplies	Guard Room	Pool House	1	Good	Roeland Park
Leaf Rake	Racking leaves	Maintenance Supplies	Guard Room	Pool House	1	Good	Roeland Park
Wall Mounted White Board	Staff use for lifeguard rotation	Office Supplies	Guard Room	Pool House	1	Poor	Roeland Park
3-Speed Fan	Staff use for guard room	Office Supplies	Guard Room	Pool House	1	Good	Roeland Park
Robot Pool Cleaner	Ultramax Gemini Robot Pool Cleaner W/ Remote & Caddy (Purchased 2018)	Pool Equipment	Guard Room	Pool House	1	Good	Roeland Park
Pool Blaster Handled Pool Vacuum	Cleaning the pool	Pool Equipment	Guard Room	Pool House	1	Good	Roeland Park
Pace Clock	Masters/Stingrays	Programming Supplies	Guard Room	Pool House	2	Poor	Blazers
Heavy Duty Plastic Lockers	Staff use for personal items	Rec Equipment	Guard Room	Pool House	1 (9 lockers)	Good	Roeland Park
Fridge	Staff use for their lunch	Rec Equipment	Guard Room	Pool House	1	Good	Roeland Park
Microwave	Staff use for their lunch	Rec Equipment	Guard Room	Pool House	1	Good	Roeland Park
4 Shelf Heavy Duty Plastic Storage	In the double door cabinet for storage	Rec Equipment	Guard Room	Pool House	2	Good	Roeland Park
Rubbermaid Full Double Door Cabinet	1. Lifeguard Equipment 2.Stingray Equipment	Rec Equipment	Guard Room	Pool House	2	Good	Roeland Park
White Plastic Chairs	Swim Meet	Rec Equipment	Guard Room	Pool House	24	Good	Roeland Park
Large Vertical Storage Shed	1. Lifeguard Equipment 2.Pool Equipment	Rec Equipment	Guard Room	Pool House	2	Good	Roeland Park
Folding Tables	1. Staff use for guard room 2. Swim meet use	Rec Equipment	Guard Room	Pool House	2	Good	Roeland Park
Rubber Dive Brick	10 pounds	Safety Equipment	Guard Room	Pool House	2	Good	Roeland Park
Weighted Silhouette Training Dolls	1 child and 1 adult	Safety Equipment	Guard Room	Pool House	1	Good	JCPRD
Lifeguard Tubes		Safety Equipment	Guard Room	Pool House	14		Roeland Park
Lifeguard Tubes		Safety Equipment	Guard Room	Pool House	16		Roeland Park
Backboards		Safety Equipment	Guard Room	Pool House	2	Good	Roeland Park
In-service only backboard		Safety Equipment	Guard Room	Pool House	1		Roeland Park
Kiavac	To clean the facility	Cleaning Supplies	Janitor Closet	Pool House	1	Good	JCPRD
Brooms	To clean the facility	Cleaning Supplies	Janitor Closet	Pool House	4	Good	Roeland Park
Dust Pans		Cleaning Supplies	Janitor Closet	Pool House	2	Good	Roeland Park
Plunger	For clogged toilet	Cleaning Supplies	Janitor Closet	Pool House	1	Good	Roeland Park
Deck Brush w/handle	For scrubbing the floors	Cleaning Supplies	Janitor Closet	Pool House	4	Good	Roeland Park
Hose Hook	Hang hose on (heavy duty	Maintenance Supplies	Janitor Closet	Pool House	1	Good	Roeland Park
Hose	To clean the facility	Maintenance Supplies	Janitor Closet	Pool House	1	Good	Roeland Park
Mop Sink	To clean the facility	Maintenance Supplies	Janitor Closet	Pool House	1	Good	Roeland Park
Wall Hook Board	To hang brooms and dust pans on	Maintenance Supplies	Janitor Closet	Pool House	2	Good	Roeland Park
Squeegee		Maintenance Supplies	Janitor Closet	Pool House	2	Good	Roeland Park
Fire Extinguisher	Safety	Maintenance Supplies	Lobby	Pool House	2	Good	Roeland Park
Wall Mount Display Case	Blazer Info	Programming Supplies	Lobby	Pool House	1	Good	Blazers
Youth Life Jackets	Patron use	Rec Equipment	Lobby	Pool House			Roeland Park
Magazine Rack	Holds catalogs	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Crowd Control Stanchions	Guides patrons at beginning of summer	Rec Equipment	Lobby	Pool House	2	Good	Roeland Park
Plastic A-Frame Sign	Signage	Rec Equipment	Lobby	Pool House	2	Poor	Roeland Park
Garage Banner	Signage	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Trashcan	Trash	Rec Equipment	Lobby	Pool House	2	Good	Roeland Park
Recycle Bin	Recycle	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Drinking Fountain with Bottle Filler	Drink	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Drinking Fountain	Drink	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Rugs		Pool Equipment	Mechanical Room	Pool House	2	Good	Roeland Park
Mats		Pool Equipment	Mechanical Room	Pool House	9	Good	Roeland Park
Step Ladder		Pool Equipment	Mechanical Room	Pool House		Good	Roeland Park
Furnace	F2: ModelPG95SSAS42100CBAA Serial: 1015A46477 F3: Model: PG95SSAS60100CBAA Serial: 4614A50833	Pool Equipment	Mechanical Room	Pool House			Roeland Park
Hot water tank / mixer	Model: CSB8215SFEX 100 Serial: 1543M000818	Pool Equipment	Mechanical Room	Pool House			Roeland Park
Toilets		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park

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Toilet Paper Holder		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Urinal		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Wall Mirrors		Maintenance Supplies	Men Locker Room	Pool House	3	Good	Roeland Park
Hand Sink		Maintenance Supplies	Men Locker Room	Pool House	3	Good	Roeland Park
Paper Towel Dispenser		Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Hand Soap Dispenser		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Hand Dyer		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Benches		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Baby Changer		Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Trash Can	Trash	Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Floor Fan	To keep the floor dry	Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Body Soap Dispenser		Maintenance Supplies	Men Locker Room	Pool House	3	Good	Roeland Park
Air Fresheners		Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Wall Hook Board	For patrons to hang their items	Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Thermostat	To control the heat in the locker room	Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Shower Pole w/ Shower Heads		Maintenance Supplies	Men Locker Room	Pool House	1		Roeland Park
Lockers	For daily use for patrons or staff	Maintenance Supplies	Men Locker Room	Pool House	42	Good	Roeland Park
Furance	F1- Model C26-65EAP-1 Serial: 6097B25349	Maintenance Supplies	Pantry	Pool House	1		Roeland Park
T8 light bulbs	light bulbs	Maintenance Supplies	Pantry	Pool House	13	Good	Roeland Park
file cabinet	Office Use	Office Supplies	Pantry	Pool House	2	Good	Roeland Park
Safe	Bank	Office Supplies	Pantry	Pool House	1	Good	Roeland Park
boxes of old files	old files	Office Supplies	Pantry	Pool House	6	Good	Roeland Park
Radio	For music at the pool (102.1 or 99.7)	Pool Equipment	Pantry	Pool House	1		Roeland Park
PA	For music and announcements	Pool Equipment	Pantry	Pool House	1		Roeland Park
American Flag	used for swim meets	Programming Supplies	Pantry	Pool House	1	Good	Roeland Park
Paragon Moveable Lifeguard Stands	Safety & Staff use	Pool Equipment	Pool Deck	Pool House	5	Good	Roeland Park
Strap Patio Loungers	For patrons to lay out	Pool Equipment	Pool Deck	Pool House	86	Good	Roeland Park
Strap Chair	For patrons to sit	Pool Equipment	Pool Deck	Pool House	36	Good	Roeland Park
Round Outdoor Table	For patrons to eat concessions	Pool Equipment	Pool Deck	Pool House	3	Good	Roeland Park
Bleachers	Patron Use/Programing Use	Pool Equipment	Pool Deck	Pool House	3	Good	Roeland Park
Blue Trashcans 32 Gallon	Trash	Pool Equipment	Pool Deck	Pool House	6	Good	Roeland Park
Starting Blocks	1.Programing use 2.Stingray swim meets	Pool Equipment	Pool Deck	Pool House	10	Good	Roeland Park
Orange Safety Cones	To show patrons which lanes are available	Pool Equipment	Pool Deck	Pool House	6	Excellent	Roeland Park
Orange Safety Cones	To block an area	Pool Equipment	Pool Deck	Pool House	10	Poor	Roeland Park
Backstroke Flags	Patron Use/Programing Use	Pool Equipment	Pool Deck	Pool House	3	Good	Roeland Park
Industrial Storage Bins	1. Storing kick boards 2. Program Equipment	Pool Equipment	Pool Deck	Pool House	5	Good	Roeland Park
Lane Line Reels	Holds lane lines	Pool Equipment	Pool Deck	Pool House	4	Good	Roeland Park
Lane Lines 25 meter	Lane Line	Pool Equipment	Pool Deck	Pool House	14		Roeland Park
Lane Lines 50 meter	Lane Line	Pool Equipment	Pool Deck	Pool House	4		Roeland Park
Lane Lines 25 yard	Lane Line	Pool Equipment	Pool Deck	Pool House	10		Roeland Park
Equipment Totemaster	1. Kick Board storage for Stingrays 2. Life Jacket Storage	Programming Supplies	Pool Deck	Pool House	2	Good	Roeland Park
Pool Noodles	Stingray use	Programming Supplies	Pool Deck	Pool House	8	Good	Roeland Park
Kickboards	Stingray use	Programming Supplies	Pool Deck	Pool House	32	Good	Roeland Park
Water Dumbbells	Water Exercise	Programming Supplies	Pool Deck	Pool House	20	Good	Roeland Park
Water Polo Nets	Water Polo goals	Programming Supplies	Pool Deck	Pool House	2	Poor	JCPRD
Step Ladder	Step ladder	Maintenance Supplies	Staff Office	Pool House	1	Good	Roeland Park
High top table 4 Chairs		Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Blood borne Pathogen Kit	Safety & Staff use	Office Supplies	Staff Office	Pool House	2	Good	Roeland Park
Storage Container	For lost & found items	Office Supplies	Staff Office	Pool House	2	Good	Roeland Park
Wall Hook Board	For staff to hang their items	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
3 Drawer Organizer Cart	1. Goggles 2. Lane Wrench 3. Work Gloves	Office Supplies	Staff Office	Pool House	2	Good	Roeland Park
Heavy Duty Plastic Lockers	Staff use for personal items	Office Supplies	Staff Office	Pool House		Good	Roeland Park
Bulletin Board	Communicate info to staff	Office Supplies	Staff Office	Pool House	2	Good	Roeland Park
Wall Mounted White Board	Communicate info to staff	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Computer Desk	Time Clock Computer	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Money Drop Safe	Deposits	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Key Box	All keys are located	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Time Clock	Timing in/Out	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Wall Clock	Clock	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Chemical Check	Check pool chemicals	Pool Chemicals	Staff Office	Pool House	1	Good	Roeland Park
MSDS Book	Safety & Staff use	Safety Equipment	Staff Office	Pool House	1	Good	Roeland Park
First Aid Case	Safety & Staff use	Safety Equipment	Staff Office	Pool House	1	Good	Roeland Park
Toilets		Maintenance Supplies	Women Locker Room	Pool House	4	Good	Roeland Park
Toilet Paper Holder		Maintenance Supplies	Women Locker Room	Pool House	4	Good	Roeland Park
Wall Mirrors		Maintenance Supplies	Women Locker Room	Pool House	3	Good	Roeland Park
Hygiene Bags		Maintenance Supplies	Women Locker Room	Pool House	4	Good	Roeland Park

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Hand Sink		Maintenance Supplies	Women Locker Room	Pool House	3	Good	Roeland Park
Paper Towel Dispenser		Maintenance Supplies	Women Locker Room	Pool House	1	Good	Roeland Park
Hand Soap Dispenser		Maintenance Supplies	Women Locker Room	Pool House	2	Good	Roeland Park
Hand Dyer		Maintenance Supplies	women Locker Room	Pool House	2	Good	Roeland Park
Benches		Maintenance Supplies	Women Locker Room	Pool House	3	Good	Roeland Park
Baby Changer		Maintenance Supplies	Women Locker Room	Pool House	1	Good	Roeland Park
Trash Can	Trash	Maintenance Supplies	Women Locker Room	pool House	1	Good	Roeland Park
Floor Fan	To keep the floor dry	Maintenance Supplies	Women Locker Room	Pool House	1	Good	Roeland Park
Body Soap Dispenser		Maintenance Supplies	Women Locker Room	Pool House	5	Good	Roeland Park
Air Fresheners		Maintenance Supplies	Women Locker Room	Pool House	2	Good	Roeland Park
Wall Hook Board	For patrons to hang their items	Maintenance Supplies	Women Locker Room	Pool House	3	Good	Roeland Park
Thermostat	To control the heat in the locker room	Maintenance Supplies	Women Locker Room	Pool House	1	Good	Roeland Park
Shower Stalls w/ Curtains		Maintenance Supplies	Women Locker Room	Pool House	5	Good	Roeland Park
Lockers	For daily use for patrons or staff	Maintenance Supplies	Women Locker Room	Pool House	45	Good	Roeland Park
Pavestones	Dome trench	Landscape Supplies	Garage	Pump House	20	Good	Roeland Park
Mower	Gravely Prostance 36"	Landscape Supplies	Garage	Pump House	1	Good	JCPRD
Edge Trimmers		Landscape Supplies	Garage	Pump House	2	Poor	Roeland Park
Weed Eater		Landscape Supplies	Garage	Pump House	1	Good	JCPRD
Wheel Barrel		Landscape Supplies	Garage	Pump House	1	Poor	Roeland Park
Planting Soil	Soil for platters in front of front doors	Landscape Supplies	Garage	Pump House	2	Good	Roeland Park
Valve Box Covers	Covering valve boxes in grass	Landscape Supplies	Garage	Pump House	8	Good	Roeland Park
Grass Seed Spreader		Landscape Supplies	Garage	Pump House	1	Good	Roeland Park
Shingles	Extra from roof replacement	Maintenance Supplies	Garage	Pump House		Excellent	Roeland Park
Polyflex 1" hose		Maintenance Supplies	Garage	Pump House	1	Excellent	Roeland Park
Power Washer	Cleans pool before filling and pool deck	Maintenance Supplies	Garage	Pump House	1	Good	Roeland Park
Large Tarp	Covering youth pool for winter	Maintenance Supplies	Garage	Pump House	1	Good	Roeland Park
Tarps	Cover main pool for dome up/down	Pool Equipment	Garage	Pump House	4	Good	Roeland Park
Chemical Pumps	1- Backpack 3- hand held	Pool Equipment	Garage	Pump House	4	Poor	Roeland Park
Silica Sand	Add to pool paint for texture	Pool Up Keep	Garage	Pump House	1	Excellent	Roeland Park
Blue Tiles	Extra tiles for vortex pool	Pool Up Keep	Garage	Pump House	85	Good	Roeland Park
Plusrite Metal Halidegin Lamps	Lights for the Dome Poles	Pool Equipment	Heater Room	Pump House	11	Good	Roeland Park
Time Clock System	Used for Water Polo Tournaments	Programming Supplies	Heater Room	Pump House			JCPRD
Score Board	Used for Water Polo Tournaments	Programming Supplies	Heater Room	Pump House			JCPRD
Ropes	Used for Water Polo Tournaments	Programming Supplies	Heater Room	Pump House			JCPRD
500 Gallon liquid chlorine container	Chlorine for the pool	Pool Chemicals	Open Air Garage	Pump House	1	Excellent	Roeland Park
Empty 5 Gallon Container w/ lids	Old Chlorine Buckets	Maintenance Supplies	Pump House	Pump House	20	Good	Roeland Park
100 Pound Buckets		Maintenance Supplies	Pump House	Pump House		Good	Roeland Park
Hose		Maintenance Supplies	Pump House	Pump House		Good	Roeland Park
Muriatic Acid	Gallon Jugs	Pool Chemicals	Pump House	Pump House	7	Good	Roeland Park
RV Antifreeze	Gallon Jugs For Winterization	Pool Chemicals	Pump House	Pump House	11	Good	Roeland Park
Algaecite	Gallon Jugs	Pool Chemicals	Pump House	Pump House	1	Good	Roeland Park
Sodium Bicarbonate	50 pound bags	Pool Chemicals	Pump House	Pump House	9	Good	Roeland Park
Sodium Bisulfate	50 pound bags	Pool Chemicals	Pump House	Pump House	3	Good	Roeland Park
Sulfuric Acid Barrels	55 Gallons	Pool Chemicals	Pump House	Pump House	2	Good	Roeland Park
Cyanuric Acid	25 KGS bags	Pool Chemicals	Pump House	Pump House	2	Good	Roeland Park
Sodium Thiosulfate	50 pound bag -1 / 25 KGS -2	Pool Chemicals	Pump House	Pump House	3	Good	Roeland Park
Ice Melt	50 pound bags	Pool Chemicals	Pump House	Pump House	15	Good	Roeland Park
Re-Fresh Graduate		Pool Chemicals	Pump House	Pump House		Good	Roeland Park
Acid Barrels - Partial	Used/Full	Pool Chemicals	Pump House	Pump House		Good	Roeland Park
Chlorine 55 Gallon Drums		Pool Chemicals	Pump House	Pump House		Good	Roeland Park
Barrel Wrench	Use to open the chemical containers	Pool Chemicals	Pump House	Pump House		Good	Roeland Park
Stenner Pump	Add Chlorine to water	Pool Equipment	Pump House	Pump House	3	Good	Roeland Park
Shut Off Valves	4" Replacement Parts	Pool Equipment	Pump House	Pump House	3	Good	Roeland Park
Connector	4" Replacement Parts	Pool Equipment	Pump House	Pump House	1	Good	Roeland Park
Polying Tubing	1/4" Replacement for Stinner Pumps	Pool Equipment	Pump House	Pump House		Good	Roeland Park
Stinner Pump Spare Parts		Pool Equipment	Pump House	Pump House		Excellent	Roeland Park
Sand Mix	60 pound bags	Pool Up Keep	Pump House	Pump House	2	Good	Roeland Park
Large Plastic Floor Grates	The acid barrels goes on top of the grates	Safety Equipment	Pump House	Pump House	2	Good	Roeland Park
Air Conditioner	C1- Model: HS29-681-1P Serial: 5897C 46931						

Exhibit D- Invoice Example

MIDWEST POOL MANAGEMENT
156 Weldon Parkway
Maryland Heights, MO 63043
(314)432-1313

ROELAND PARK CITY HALL
Attn: Keith Moody
4600 W. 51st Street
Roeland Park, Kansas 66205

INVOICE ID: 00000
DRAW ID: 019975000000
DATE: August 15, 2019

CONTRACT ID: 020945
CITY OF ROELAND PARK

Item Id	Description	Contract Amount	Percent Complete	Total Billed	Previous Billed	Total This Invoice
1-0131	MGMT FEE 01/31/20	\$1,000.00	100%	\$1,000.00	\$1,000.00	
1-0228	MGMT FEE 02/28/20	\$1,000.00	100%	\$1,000.00	\$1,000.00	
1-0331	MGMT FEE 03/31/20	\$1,000.00	100%	\$1,000.00	\$1,000.00	
1-0430	MGMT FEE 04/30/20	\$1,000.00	100%	\$1,000.00	\$1,000.00	
1-0531	MGMT FEE 05/31/20	\$6,000.00	100%	\$6,000.00	\$6,000.00	
1-0630	MGMT FEE 06/30/20	\$7,000.00	100%	\$7,000.00		\$7,000.00
1-0731	MGMT FEE 07/31/20	\$7,000.00				
1-0831	MGMT FEE 08/31/20	\$7,000.00				
1-0930	MGMT FEE 09/30/20	\$1,000.00				
1-1031	MGMT FEE 10/31/20	\$1,000.00				
1-1130	MGMT FEE 11/30/20	\$1,000.00				
1-1231	MGMT FEE 12/31/20	\$850.00				
2-0401	OPERATIONS FEE 04/01/20	\$10,000.00	100%	\$10,000.00	\$10,000.00	
2-0501	OPERATIONS FEE 05/01/20	\$11,050.00	100%	\$11,050.00	\$11,050.00	
2-0601	OPERATIONS FEE 06/01/20	\$11,050.00	100%	\$11,050.00		\$11,050.00
2-0701	OPERATIONS FEE 07/01/20	\$11,050.00				
2-0801	OPERATIONS FEE 08/01/20	\$11,050.00				
2-0901	OPERATIONS FEE 09/01/20	\$3,000.00				
3-0501	SALARY FEE 05/01/20	\$41,662.00	100%	\$41,662.00	\$41,662.00	
3-0601	SALARY FEE 06/01/20	\$41,661.00	100%	\$41,661.00		\$41,661.00
3-0701	SALARY FEE 07/01/20	\$41,658.00				
3-0801	SALARY FEE 08/01/20	\$41,655.00				
Total		\$258,686.00	51.19%	\$132,423.00	\$72,712.00	\$59,711.00

Date:09-FEB-2019 09:41:43
Page:71

Currency: USD
CC=4253070 (PRK - ROELAND PARK AQUATIC CENTER)

Fund	ACCT	Prior Year Budget	Current Year Budget	Prior Year YTD-Actual	Current Year YTD-Actual	Prior Year PTD-Actual	Current Year PTD-Actual	Plus Curr Yr Encumb	Less Prior Yr Euncumb	Total Expense	Variance	Variance %
REVENUES												
Charges for Services												
9310	PARK ENTER 440410 PROGRAM	56190.00	64633.00		0.00	0.00	0.00	0.00	0.00	0.00	64633.00	0.00
9310	PARK ENTER 440425 INTERNAL P	13000.00	13000.00		0.00	0.00	0.00	0.00	0.00	0.00	13000.00	0.00
9310	PARK ENTER 451010 CONCESSIO	13000.00	15000.00		0.00	0.00	0.00	0.00	0.00	0.00	15000.00	0.00
9310	PARK ENTER 451180 PARTICIPAT	156006.00	99738.00		0.00	0.00	0.00	0.00	0.00	0.00	99738.00	0.00
9310	PARK ENTER 451230 NONTAXAB	(8000.00)	(8000.00)		0.00	0.00	0.00	0.00	0.00	0.00	(8000.00)	0.00
9310	PARKENTER TOTAL	230196.00	184371.00		0.00	0.00	0.00	0.00	0.00	0.00	184371.00	0.00
Other Revenue												
9310	PARKENTER 460655 FACILITY RE	18408.00	36558.00		0.00	0.00	0.00	0.00	0.00	0.00	36558.00	0.00
9310	PARK ENTER 480140 REIMBURSE	212239.00	483099.00		0.00	0.00	0.00	0.00	0.00	0.00	483099.00	0.00
9310	PARKENTER TOTAL	230647.00	519657.00		0.00	0.00	0.00	0.00	0.00	0.00	519657.00	0.00
Total Revenues		460843.00	704028.00		0.00	0.00	0.00	0.00	0.00	0.00	704028.00	0.00
EXPENDITURES												
Personal Services												
9310	PARK ENTER 500015 SALARIES &	0.00	102556.00		0.00	0.00	0.00	0.00	0.00	0.00	102556.00	0.00
9310	PARK ENTER 500020 FULL-TIME	64032.00	54648.00	5750.99	5306.46	5750.99	5306.46	0.00	0.00	5306.46	49341.54	0.10
9310	PARK ENTER 500030 PART-TIME	70014.00	61214.00	1937.82	2292.87	1937.82	2292.87	0.00	0.00	2292.87	58921.13	0.04
9310	PARK ENTER 500040 OVERTIME	0.00	190.00		0.00	0.00	0.00	0.00	0.00	0.00	190.00	0.00
9310	PARK ENTER 500230 CELLULAR P	360.00	360.00	8.26	45.00	8.26	45.00	0.00	0.00	45.00	315.00	0.13
9310	PARK ENTER 500260 OTHER SPE	0.00	0.00	17.70	0.00	17.70	0.00	0.00	0.00	0.00	0.00	n/m
9310	PARK ENTER 500310 VACATION	0.00	0.00	156.11	246.05	156.11	246.05	0.00	0.00	246.05	(246.05)	n/m
9310	PARK ENTER 500320 SICK	0.00	0.00	181.85	635.51	181.85	635.51	0.00	0.00	635.51	(635.51)	n/m
9310	PARK ENTER 500330 HOLIDAY	0.00	0.00	1094.92	877.66	1094.92	877.66	0.00	0.00	877.66	(877.66)	n/m
9310	PARK ENTER 500405 EMPLOYER	214570.00	214570.00		0.00	0.00	0.00	0.00	0.00	0.00	214570.00	0.00
9310	PARK ENTER TOTAL	348976.00	433538.00	9147.65	9403.55	9147.65	9403.55	0.00	0.00	9403.55	424134.45	0.02
Contractual Services												
9310	PARK ENTER 510010 ELECTRICIT	57000.00	57000.00		0.00	0.00	0.00	0.00	0.00	0.00	57000.00	0.00
9310	PARK ENTER 510020 NATURAL G	47000.00	47000.00	656.49	179.19	656.49	179.19	0.00	0.00	179.19	46820.81	0.00
9310	PARK ENTER 510030 FUEL OIL-G	0.00	100.00		0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00
9310	PARK ENTER 510040 WATER	14000.00	14000.00		0.00	0.00	0.00	87.46	64.90	22.56	14022.56	0.00
9310	PARK ENTER 510050 SEWER	16000.00	19500.00	14.10	0.00	14.10	0.00	0.00	0.00	0.00	19500.00	0.00
9310	PARK ENTER 510060 TRASH HAU	100.00	100.00		0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00
9310	PARK ENTER 510110 TELEPHONE	7500.00	3500.00	308.37	361.88	308.37	361.88	0.00	0.00	361.88	3138.12	0.10
9310	PARK ENTER 510115 LONG DIST	50.00	100.00	7.01	0.00	7.01	0.00	0.00	0.00	0.00	100.00	0.00
9310	PARK ENTER 510140 POSTAGE V	50.00	500.00		0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00
9310	PARK ENTER 510190 COMMERC	0.00	350.00		0.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00
9310	PARK ENTER 510200 LODGING C	0.00	350.00		0.00	0.00	0.00	0.00	0.00	0.00	350.00	0.00
9310	PARK ENTER 510215 MEALS & TI	0.00	200.00		0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00
9310	PARK ENTER 510216 MEALS & TI	0.00	0.00	147.50	192.50	147.50	192.50	0.00	0.00	192.50	(192.50)	n/m
9310	PARK ENTER 510225 MILEAGER	2300.00	3200.00		0.00	0.00	0.00	0.00	0.00	0.00	3200.00	0.00
9310	PARK ENTER 510310 ADVERTISIN	100.00	100.00		176.99	0.00	176.99	0.00	0.00	176.99	(76.99)	1.77
9310	PARK ENTER 510440 MEDICAL P	7813.00	8090.00		0.00	0.00	0.00	0.00	0.00	0.00	8090.00	0.00
9310	PARK ENTER 510580 MEMBERSH	979.00	979.00		0.00	0.00	0.00	0.00	0.00	0.00	979.00	0.00
9310	PARK ENTER 510750 BANK CHAR	2603.00	2412.00		0.00	0.00	0.00	0.00	0.00	0.00	2412.00	0.00
9310	PARK ENTER 510790 MANAGEM	3000.00	3000.00		0.00	0.00	0.00	0.00	0.00	0.00	3000.00	0.00
9310	PARK ENTER 510920 CPE CONTI	900.00	0.00		125.00	0.00	125.00	0.00	0.00	125.00	(125.00)	n/m
9310	PARK ENTER 510930 NON-CPE C	4850.00	5620.00	275.00	0.00	275.00	0.00	0.00	0.00	0.00	5620.00	0.00
9310	PARK ENTER 520005 PEST CONT	0.00	600.00		0.00	0.00	0.00	0.00	0.00	0.00	600.00	0.00
9310	PARK ENTER 520015 INSPECTIO	300.00	1500.00		0.00	0.00	0.00	0.00	0.00	0.00	1500.00	0.00
9310	PARK ENTER 520075 PRINTING O	200.00	600.00		32.00	0.00	32.00	0.00	0.00	32.00	568.00	0.05
9310	PARK ENTER 520272 INTERNAL C	12536.00	9146.00		0.00	0.00	0.00	0.00	0.00	0.00	9146.00	0.00
9310	PARK ENTER 520275 CONTRACT	16000.00	68601.00		0.00	0.00	0.00	0.00	0.00	0.00	68601.00	0.00

9310 PARK ENTER 520531 INTERNAL F	180.00	200.00		0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00
9310 PARK ENTER 520540 EQUIPMEN	3000.00	3720.00		0.00	0.00	0.00	0.00	0.00	0.00	3720.00	0.00
9310 PARK ENTER 520630 EQUIPMEN	1920.00	0.00	640.00	0.00	640.00	0.00	0.00	0.00	0.00	0.00	n/m
9310 PARK ENTER 520680 BUILDING R	10000.00	10000.00		0.00	0.00	0.00	0.00	0.00	0.00	10000.00	0.00
9310 PARK ENTER 520685 INTERIOR B	2000.00	2000.00		0.00	0.00	0.00	0.00	0.00	0.00	2000.00	0.00
9310 PARK ENTER 520690 EQUIPMEN	20000.00	23999.00		0.00	0.00	0.00	0.00	0.00	0.00	23999.00	0.00
9310 PARK ENTER 520695 SECURITY S	200.00	200.00		0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00
9310 PARK ENTER 520750 HVAC EQUI	1500.00	1500.00		0.00	0.00	0.00	0.00	0.00	0.00	1500.00	0.00
9310 PARK ENTER 520880 LICENSES A	630.00	675.00		0.00	0.00	0.00	0.00	0.00	0.00	675.00	0.00
Contractual Services Total	232711.00	288842.00	2048.47	1067.56	2048.47	1067.56	87.46	64.90	1090.12	287797.00	0.00
Materials & Supplies											
9310 PARK ENTER 530015 OFFICE SUP	1500.00	1500.00		0.00	0.00	0.00	0.00	0.00	0.00	1500.00	0.00
9310 PARK ENTER 530075 UNIFORMS	8000.00	9275.00		0.00	0.00	0.00	0.00	0.00	0.00	9275.00	0.00
9310 PARK ENTER 530090 CLOTHING	475.00	120.00		0.00	0.00	0.00	0.00	0.00	0.00	120.00	0.00
9310 PARK ENTER 530110 FOOD	1500.00	2500.00		0.00	0.00	0.00	0.00	0.00	0.00	2500.00	0.00
9310 PARK ENTER 530115 KITCHEN &	15.00	15.00		0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00
9310 PARK ENTER 530135 ICE & SNO	200.00	200.00		0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00
9310 PARK ENTER 530145 CHEMICALS	35000.00	34700.00		0.00	0.00	0.00	0.00	0.00	0.00	34700.00	0.00
9310 PARK ENTER 530160 BUILDING-I	500.00	500.00		0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00
9310 PARK ENTER 530170 BUILDING	5000.00	5000.00		0.00	0.00	0.00	0.00	0.00	0.00	5000.00	0.00
9310 PARK ENTER 530175 ELECTRICAL	200.00	200.00		0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00
9310 PARK ENTER 530180 PLUMBING	200.00	200.00		0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00
9310 PARK ENTER 530265 TOOLS	200.00	200.00		0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00
9310 PARK ENTER 530270 LAWN CAR	200.00	200.00		0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00
9310 PARK ENTER 530275 JANITORIAL	3000.00	3500.00		0.00	0.00	0.00	0.00	0.00	0.00	3500.00	0.00
9310 PARK ENTER 530290 RECREATIO	1000.00	500.00		0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00
9310 PARK ENTER 530310 SAFETY SUP	800.00	800.00		0.00	0.00	0.00	0.00	0.00	0.00	800.00	0.00
9310 PARK ENTER 530325 OPERATING	400.00	400.00		0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00
9310 PARK ENTER 530345 FUEL	200.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	n/m
9310 PARK ENTER 530402 HVAC MAIN	50.00	76.00		0.00	0.00	0.00	0.00	0.00	0.00	76.00	0.00
9310 PARK ENTER 530435 LAWN, GAR	300.00	300.00		0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00
9310 PARK ENTER 530440 FURNISHIN	200.00	200.00		0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00
9310 PARK ENTER 530445 APPLIANCE	100.00	100.00		0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00
9310 PARK ENTER 530465 SAFETY EQ	1500.00	1500.00		0.00	0.00	0.00	0.00	0.00	0.00	1500.00	0.00
9310 PARK ENTER 530480 COMPUTER	400.00	400.00		0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00
9310 PARK ENTER 530485 COMPUTER	990.00	990.00		0.00	0.00	0.00	0.00	0.00	0.00	990.00	0.00
9310 PARK ENTER 530505 COMMUNI	300.00	300.00		0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00
9310 PARK ENTER 530515 RECREATIO	2000.00	2000.00		0.00	0.00	0.00	0.00	0.00	0.00	2000.00	0.00
9310 PARK ENTER 530535 CONCESSIO	6500.00	7500.00		0.00	0.00	0.00	0.00	0.00	0.00	7500.00	0.00
9310 PARK ENTER 530540 NURSERY S	750.00	750.00		0.00	0.00	0.00	0.00	0.00	0.00	750.00	0.00
9310 PARK ENTER 530545 TONER CAR	400.00	400.00		0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00
9310 PARK ENTER TOTAL	71880.00	74326.00		0.00	0.00	0.00	0.00	0.00	0.00	74326.00	0.00
Capital Outlay											
9310 PARK ENTER	20000.00	20000.00		0.00	0.00	0.00	0.00	0.00	0.00	20000.00	0.00
GAAP Expenses											
9310 PARK ENTER 540110 GAAP (NB)	0.00	0.00	129.62	0.00	129.62	0.00	0.00	0.00	0.00	0.00	n/m
9310 PARK ENTER TOTAL	0.00	0.00	129.62	0.00	129.62	0.00	0.00	0.00	0.00	0.00	n/m
Total Expenditures	673567.00	816706.00	11325.74	10471.11	11325.74	10471.11	87.46	64.90	10493.67	806257.45	0.01
Net Income	(212724.00)	(112678.00)	(11325.74)	(10471.11)	(11325.74)	(10471.11)	(87.46)	(64.90)	(10493.67)	(102229.45)	(0.09)

Exhibit G:
Inventory List

Roeland Park Aquatic Center Inventory List

Updated: October 2018

Item	Item Description	Item Type	Location	Building	Quantity	Condition	Owner
Car Battery	Used for the Back-Up Generator for the Dome Blower	Maintenance Supplies	Aquatic Office	Pool House	1		Roeland Park
Double Desk	Deck for Aquatic Staff	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Office Chairs	Chair for Aquatic Staff	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Computer w/ 2 screens	Aquatic Leader	Office Supplies	Aquatic Office	Pool House	1	Good	JCPRD
Laptop station w/ 2 screens	Aquatic Specialist	Office Supplies	Aquatic Office	Pool House	1	Good	JCPRD
Colored Printer	Color Laser Jet Pro MFP M477fdn	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Phones	Nertel Networks	Office Supplies	Aquatic Office	Pool House	2	Good	JCPRD
Trashcans	Trash	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Book Shelf	Keep office items here	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
File Cabinet	Keep office items here	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Floor Safe	Safe in Aquatics Office	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Power Strips	Office Use	Office Supplies	Aquatic Office	Pool House	3	Good	Roeland Park
Laminator Machine	Scotch Thermal Laminator with 2 Starter Pouches 8.5" x 11"	Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Paper Cutter		Office Supplies	Aquatic Office	Pool House	1	Good	Roeland Park
Under Office Desk Storage		Office Supplies	Aquatic Office	Pool House	2	Good	Roeland Park
Bull Horn	If needing to speak loud and PA isn't working	Safety Equipment	Aquatic Office	Pool House	1	Good	Roeland Park
Fire Extinguisher	Safety	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
3 Bay Sink	Sink for concessions	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Wall Sink	Sink for staff to wash their hands	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Mop Sink	Sink for mopping	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Mop Bucket	Mopping	Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Paper Towel Dispenser		Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Hand Soap Dispenser		Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Hot Water Tank	Model: ECT 52 210 Serial: 1101A004061	Maintenance Supplies	Concessions	Pool House	1		Roeland Park
Ladder		Maintenance Supplies	Concessions	Pool House	1	Good	Roeland Park
Computer w/ 1 Screen	Sell concessions	Office Supplies	Concessions	Pool House	1	Good	JCPRD
Picnic Tables	Patron use at concessions	Pool Equipment	Concessions	Pool House	4	Good	Roeland Park
Rubbermaid Wall Cabinet	Holds concession items	Rec Equipment	Concessions	Pool House	1	Good	Roeland Park
Rubbermaid Full Double Door Cabinet	1. Holds concession items 2. Hold staff uniforms	Rec Equipment	Concessions	Pool House	2	Good	Roeland Park
Water Jugs	Water for Staff	Concessions	Concessions	Pool House	1	Good	Roeland Park
Hotdog Roller	Food prep		Concessions	Pool House	1	Good	Roeland Park
Cheese Warmer	Food prep		Concessions	Pool House	1	Good	Roeland Park
Microwave	Food prep		Concessions	Pool House	3	Good	Roeland Park
Trashcan	Trash		Concessions	Pool House	1	Good	Roeland Park
Coca-Cola Fridge	Holds drinks		Concessions	Pool House	2	Good	Vendor
Office Chairs	Chair for concession worker		Concessions	Pool House	2	Good	Roeland Park
Fridge	Fridge		Concessions	Pool House	1	Good	Roeland Park
Deep Freeze	Holds food		Concessions	Pool House	2	Good	Roeland Park
Dip & Dot Freezer	Holds food		Concessions	Pool House	1	Good	Vendor
Open Sign	Open Sign for Concession Stand		Concessions	Pool House	1	Good	Roeland Park
Menu Board	Display menu offerings for Concessions		Concessions	Pool House	1	Good	Roeland Park
Stainless Steel Rolling Table	Food prep		Concessions	Pool House	4	Good	Roeland Park
Snow Cone Machine	Concessions		Concessions	Pool House	2	Good	Roeland Park
Toilets		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Toilet Paper Holder		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Wall Mirrors		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Hand Sink		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Paper Towel Dispenser		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Hand Soap Dispenser		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Benches		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Baby Changer		Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Trash Can	Trash	Maintenance Supplies	Family Changing Room	Pool House	1	Good	Roeland Park
Computers	Sell and scan memberships & programs	Office Supplies	Front Desk	Pool House	2	Good	JCPRD
Computers Screens	Sell and scan memberships & programs	Office Supplies	Front Desk	Pool House	3	Good	JCPRD
Walkie Talkies	Front desk, Shift Lead can stay in contact	Office Supplies	Front Desk	Pool House	2	Good	Roeland Park
Receipt Printer	To print receipts	Office Supplies	Front Desk	Pool House	1	Good	JCPRD
Data Card Printer	To print membership cards	Office Supplies	Front Desk	Pool House	1	Good	JCPRD
Phone	Nertel Networks	Office Supplies	Front Desk	Pool House	1	Good	JCPRD
Membership ID Scanner	For patrons to scan their membership card	Office Supplies	Front Desk	Pool House	1	Good	JCPRD
Stapler	Office Use	Office Supplies	Front Desk	Pool House	2	Good	Roeland Park
Pen Holder	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Binder Holder	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
File Cabinet	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Clip Boards	Office Use	Office Supplies	Front Desk	Pool House		Good	Roeland Park
Trash can	Trash	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park

Roeland Park Aquatic Center Inventory List

Updated: October 2018

Recycle Bin	Recycle	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
AED	Safety & Staff use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Window Garage Door	Locking up for the evening	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Desk Chair	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Binders	Patron log, Super Pass, Membership, Cheat Sheets, Daycare, AED	Office Supplies	Front Desk	Pool House	6	Good	Roeland Park
3 Hole Punch	Office Use	Office Supplies	Front Desk	Pool House	1	Good	Roeland Park
Dry Erasers Markers	Office Use	Office Supplies	Front Desk	Pool House		Poor	Roeland Park
Blank Membership Cards	Office Use	Office Supplies	Front Desk	Pool House		Good	JCPRD
Bank Deposit Slips	Bank	Office Supplies	Front Desk	Pool House		Good	JCPRD
Bank Deposit Bags	Bank	Office Supplies	Front Desk	Pool House		Good	JCPRD
JCPRD Gift Cards	JCPRD	Office Supplies	Front Desk	Pool House		Good	JCPRD
Credit Card Scanner	Office Use	Office Supplies	Front Desk	Pool House		Good	JCPRD
Skimmer Net	Cleaning the pool	Cleaning Supplies	Guard Room	Pool House	2	Good	Roeland Park
Pool Brush	Used to clean pool walls and bottom	Cleaning Supplies	Guard Room	Pool House	1	Good	Roeland Park
Cobweb Duster	Dusting the cobwebs from ceiling	Cleaning Supplies	Guard Room	Pool House	1	Good	Roeland Park
Black Wire Shelving Unit	Misc. stuff on them	Maintenance Supplies	Guard Room	Pool House	2	Good	Roeland Park
Broom Holder Wall Mount	Hang brooms and dust pans	Maintenance Supplies	Guard Room	Pool House	2	Good	Roeland Park
Large Utility garage Hook	Hang Lifeguard Tubes	Maintenance Supplies	Guard Room	Pool House	3	Good	Roeland Park
Aluminum Rake	Racking the sand in youth pool	Maintenance Supplies	Guard Room	Pool House	1	Good	Roeland Park
Leaf Rake	Racking leaves	Maintenance Supplies	Guard Room	Pool House	1	Good	Roeland Park
Wall Mounted White Board	Staff use for lifeguard rotation	Office Supplies	Guard Room	Pool House	1	Poor	Roeland Park
3-Speed Fan	Staff use for guard room	Office Supplies	Guard Room	Pool House	1	Good	Roeland Park
Robot Pool Cleaner	Ultramax Gemini Robot Pool Cleaner W/ Remote & Caddy (Purchased 2018)	Pool Equipment	Guard Room	Pool House	1	Good	Roeland Park
Pool Blaster Handled Pool Vacuum	Cleaning the pool	Pool Equipment	Guard Room	Pool House	1	Good	Roeland Park
Pace Clock	Masters/Stingrays	Programming Supplies	Guard Room	Pool House	2	Poor	Blazers
Heavy Duty Plastic Lockers	Staff use for personal items	Rec Equipment	Guard Room	Pool House	1 (9 lockers)	Good	Roeland Park
Fridge	Staff use for their lunch	Rec Equipment	Guard Room	Pool House	1	Good	Roeland Park
Microwave	Staff use for their lunch	Rec Equipment	Guard Room	Pool House	1	Good	Roeland Park
4 Shelf Heavy Duty Plastic Storage	In the double door cabinet for storage	Rec Equipment	Guard Room	Pool House	2	Good	Roeland Park
Rubbermaid Full Double Door Cabinet	1. Lifeguard Equipment 2.Stingray Equipment	Rec Equipment	Guard Room	Pool House	2	Good	Roeland Park
White Plastic Chairs	Swim Meet	Rec Equipment	Guard Room	Pool House	24	Good	Roeland Park
Large Vertical Storage Shed	1. Lifeguard Equipment 2.Pool Equipment	Rec Equipment	Guard Room	Pool House	2	Good	Roeland Park
Folding Tables	1. Staff use for guard room 2. Swim meet use	Rec Equipment	Guard Room	Pool House	2	Good	Roeland Park
Rubber Dive Brick	10 pounds	Safety Equipment	Guard Room	Pool House	2	Good	Roeland Park
Weighted Silhouette Training Dolls	1 child and 1 adult	Safety Equipment	Guard Room	Pool House	1	Good	JCPRD
Lifeguard Tubes		Safety Equipment	Guard Room	Pool House	14		Roeland Park
Lifeguard Tubes		Safety Equipment	Guard Room	Pool House	16		Roeland Park
Backboards		Safety Equipment	Guard Room	Pool House	2	Good	Roeland Park
In-service only backboard		Safety Equipment	Guard Room	Pool House	1		Roeland Park
Klavac	To clean the facility	Cleaning Supplies	Janitor Closet	Pool House	1	Good	JCPRD
Brooms	To clean the facility	Cleaning Supplies	Janitor Closet	Pool House	4	Good	Roeland Park
Dust Pans		Cleaning Supplies	Janitor Closet	Pool House	2	Good	Roeland Park
Plunger	For clogged toilet	Cleaning Supplies	Janitor Closet	Pool House	1	Good	Roeland Park
Deck Brush w/handle	For scrubbing the floors	Cleaning Supplies	Janitor Closet	Pool House	4	Good	Roeland Park
Hose Hook	Hang hose on (heavy duty	Maintenance Supplies	Janitor Closet	Pool House	1	Good	Roeland Park
Hose	To clean the facility	Maintenance Supplies	Janitor Closet	Pool House	1	Good	Roeland Park
Mop Sink	To clean the facility	Maintenance Supplies	Janitor Closet	Pool House	1	Good	Roeland Park
Wall Hook Board	To hang brooms and dust pans on	Maintenance Supplies	Janitor Closet	Pool House	2	Good	Roeland Park
Squeegee		Maintenance Supplies	Janitor Closet	Pool House	2	Good	Roeland Park
Fire Extinguisher	Safety	Maintenance Supplies	Lobby	Pool House	2	Good	Roeland Park
Wall Mount Display Case	Blazer Info	Programming Supplies	Lobby	Pool House	1	Good	Blazers
Youth Life Jackets	Patron use	Rec Equipment	Lobby	Pool House			Roeland Park
Magazine Rack	Holds catalogs	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Crowd Control Stanchions	Guides patrons at beginning of summer	Rec Equipment	Lobby	Pool House	2	Good	Roeland Park
Plastic A-Frame Sign	Signage	Rec Equipment	Lobby	Pool House	2	Poor	Roeland Park
Garage Banner	Signage	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Trashcan	Trash	Rec Equipment	Lobby	Pool House	2	Good	Roeland Park
Recycle Bin	Recycle	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Drinking Fountain with Bottle Filler	Drink	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Drinking Fountain	Drink	Rec Equipment	Lobby	Pool House	1	Good	Roeland Park
Rugs		Pool Equipment	Mechanical Room	Pool House	2	Good	Roeland Park
Mats		Pool Equipment	Mechanical Room	Pool House	9	Good	Roeland Park
Step Ladder		Pool Equipment	Mechanical Room	Pool House		Good	Roeland Park
Furnace	F2: ModelPG95SAS42100CBAA Serial: 1015A46477 F3: Model: PG95SAS60100CBAA Serial: 4614A50833	Pool Equipment	Mechanical Room	Pool House			Roeland Park
Hot water tank / mixer	Model: CSB8215SFEX 100 Serial: 1543M000818	Pool Equipment	Mechanical Room	Pool House			Roeland Park
Toilets		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park

Roeland Park Aquatic Center Inventory List

Updated: October 2018

Toilet Paper Holder		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Urinal		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Wall Mirrors		Maintenance Supplies	Men Locker Room	Pool House	3	Good	Roeland Park
Hand Sink		Maintenance Supplies	Men Locker Room	Pool House	3	Good	Roeland Park
Paper Towel Dispenser		Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Hand Soap Dispenser		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Hand Dyer		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Benches		Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Baby Changer		Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Trash Can	Trash	Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Floor Fan	To keep the floor dry	Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Body Soap Dispenser		Maintenance Supplies	Men Locker Room	Pool House	3	Good	Roeland Park
Air Fresheners		Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Wall Hook Board	For patrons to hang their items	Maintenance Supplies	Men Locker Room	Pool House	2	Good	Roeland Park
Thermostat	To control the heat in the locker room	Maintenance Supplies	Men Locker Room	Pool House	1	Good	Roeland Park
Shower Pole w/ Shower Heads		Maintenance Supplies	Men Locker Room	Pool House	1		Roeland Park
Lockers	For daily use for patrons or staff	Maintenance Supplies	Men Locker Room	Pool House	42	Good	Roeland Park
Furance	F1- Model C26-65EAP-1 Serial: 6097B25349	Maintenance Supplies	Pantry	Pool House	1		Roeland Park
T8 light bulbs	light bulbs	Maintenance Supplies	Pantry	Pool House	13	Good	Roeland Park
file cabinet	Office Use	Office Supplies	Pantry	Pool House	2	Good	Roeland Park
Safe	Bank	Office Supplies	Pantry	Pool House	1	Good	Roeland Park
boxes of old files	old files	Office Supplies	Pantry	Pool House	6	Good	Roeland Park
Radio	For music at the pool (102.1 or 99.7)	Pool Equipment	Pantry	Pool House	1		Roeland Park
PA	For music and announcements	Pool Equipment	Pantry	Pool House	1		Roeland Park
American Flag	used for swim meets	Programming Supplies	Pantry	Pool House	1	Good	Roeland Park
Paragon Moveable Lifeguard Stands	Safety & Staff use	Pool Equipment	Pool Deck	Pool House	5	Good	Roeland Park
Strap Patio Loungers	For patrons to lay out	Pool Equipment	Pool Deck	Pool House	86	Good	Roeland Park
Strap Chair	For patrons to sit	Pool Equipment	Pool Deck	Pool House	36	Good	Roeland Park
Round Outdoor Table	For patrons to eat concessions	Pool Equipment	Pool Deck	Pool House	3	Good	Roeland Park
Bleachers	Patron Use/Programing Use	Pool Equipment	Pool Deck	Pool House	3	Good	Roeland Park
Blue Trashcans 32 Gallon	Trash	Pool Equipment	Pool Deck	Pool House	6	Good	Roeland Park
Starting Blocks	1.Programing use 2.Stingray swim meets	Pool Equipment	Pool Deck	Pool House	10	Good	Roeland Park
Orange Safety Cones	To show patrons which lanes are available	Pool Equipment	Pool Deck	Pool House	6	Excellent	Roeland Park
Orange Safety Cones	To block an area	Pool Equipment	Pool Deck	Pool House	10	Poor	Roeland Park
Backstroke Flags	Patron Use/Programing Use	Pool Equipment	Pool Deck	Pool House	3	Good	Roeland Park
Industrial Storage Bins	1. Storing kick boards 2. Program Equipment	Pool Equipment	Pool Deck	Pool House	5	Good	Roeland Park
Lane Line Reels	Holds lane lines	Pool Equipment	Pool Deck	Pool House	4	Good	Roeland Park
Lane Lines 25 meter	Lane Line	Pool Equipment	Pool Deck	Pool House	14		Roeland Park
Lane Lines 50 meter	Lane Line	Pool Equipment	Pool Deck	Pool House	4		Roeland Park
Lane Lines 25 yard	Lane Line	Pool Equipment	Pool Deck	Pool House	10		Roeland Park
Equipment Totemaster	1. Kick Board storage for Stingrays 2. Life Jacket Storage	Programming Supplies	Pool Deck	Pool House	2	Good	Roeland Park
Pool Noodles	Stingray use	Programming Supplies	Pool Deck	Pool House	8	Good	Roeland Park
Kickboards	Stingray use	Programming Supplies	Pool Deck	Pool House	32	Good	Roeland Park
Water Dumbbells	Water Exercise	Programming Supplies	Pool Deck	Pool House	20	Good	Roeland Park
Water Polo Nets	Water Polo goals	Programming Supplies	Pool Deck	Pool House	2	Poor	JCPRD
Step Ladder	Step ladder	Maintenance Supplies	Staff Office	Pool House	1	Good	Roeland Park
High top table 4 Chairs		Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Blood borne Pathogen Kit	Safety & Staff use	Office Supplies	Staff Office	Pool House	2	Good	Roeland Park
Storage Container	For lost & found items	Office Supplies	Staff Office	Pool House	2	Good	Roeland Park
Wall Hook Board	For staff to hang their items	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
3 Drawer Organizer Cart	1. Goggles 2. Lane Wrench 3. Work Gloves	Office Supplies	Staff Office	Pool House	2	Good	Roeland Park
Heavy Duty Plastic Lockers	Staff use for personal items	Office Supplies	Staff Office	Pool House		Good	Roeland Park
Bulletin Board	Communicate info to staff	Office Supplies	Staff Office	Pool House	2	Good	Roeland Park
Wall Mounted White Board	Communicate info to staff	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Computer Desk	Time Clock Computer	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Money Drop Safe	Deposits	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Key Box	All keys are located	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Time Clock	Timing in/Out	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Wall Clock	Clock	Office Supplies	Staff Office	Pool House	1	Good	Roeland Park
Chemical Check	Check pool chemicals	Pool Chemicals	Staff Office	Pool House	1	Good	Roeland Park
MSDS Book	Safety & Staff use	Safety Equipment	Staff Office	Pool House	1	Good	Roeland Park
First Aid Case	Safety & Staff use	Safety Equipment	Staff Office	Pool House	1	Good	Roeland Park
Toilets		Maintenance Supplies	Women Locker Room	Pool House	4	Good	Roeland Park
Toilet Paper Holder		Maintenance Supplies	Women Locker Room	Pool House	4	Good	Roeland Park
Wall Mirrors		Maintenance Supplies	Women Locker Room	Pool House	3	Good	Roeland Park
Hygiene Bags		Maintenance Supplies	Women Locker Room	Pool House	4	Good	Roeland Park

Roeland Park Aquatic Center Inventory List

Updated: October 2018

Hand Sink		Maintenance Supplies	Women Locker Room	Pool House	3	Good	Roeland Park
Paper Towel Dispenser		Maintenance Supplies	Women Locker Room	Pool House	1	Good	Roeland Park
Hand Soap Dispenser		Maintenance Supplies	Women Locker Room	Pool House	2	Good	Roeland Park
Hand Dyer		Maintenance Supplies	women Locker Room	Pool House	2	Good	Roeland Park
Benches		Maintenance Supplies	Women Locker Room	Pool House	3	Good	Roeland Park
Baby Changer		Maintenance Supplies	Women Locker Room	Pool House	1	Good	Roeland Park
Trash Can	Trash	Maintenance Supplies	Women Locker Room	pool House	1	Good	Roeland Park
Floor Fan	To keep the floor dry	Maintenance Supplies	Women Locker Room	Pool House	1	Good	Roeland Park
Body Soap Dispenser		Maintenance Supplies	Women Locker Room	Pool House	5	Good	Roeland Park
Air Fresheners		Maintenance Supplies	Women Locker Room	Pool House	2	Good	Roeland Park
Wall Hook Board	For patrons to hang their items	Maintenance Supplies	Women Locker Room	Pool House	3	Good	Roeland Park
Thermostat	To control the heat in the locker room	Maintenance Supplies	Women Locker Room	Pool House	1	Good	Roeland Park
Shower Stalls w/ Curtains		Maintenance Supplies	Women Locker Room	Pool House	5	Good	Roeland Park
Lockers	For daily use for patrons or staff	Maintenance Supplies	Women Locker Room	Pool House	45	Good	Roeland Park
Pavestones	Dome trench	Landscape Supplies	Garage	Pump House	20	Good	Roeland Park
Mower	Gravely Prostance 36"	Landscape Supplies	Garage	Pump House	1	Good	JCPRD
Edge Trimmers		Landscape Supplies	Garage	Pump House	2	Poor	Roeland Park
Weed Eater		Landscape Supplies	Garage	Pump House	1	Good	JCPRD
Wheel Barrel		Landscape Supplies	Garage	Pump House	1	Poor	Roeland Park
Planting Soil	Soil for platters in front of front doors	Landscape Supplies	Garage	Pump House	2	Good	Roeland Park
Valve Box Covers	Covering valve boxes in grass	Landscape Supplies	Garage	Pump House	8	Good	Roeland Park
Grass Seed Spreader		Landscape Supplies	Garage	Pump House	1	Good	Roeland Park
Shingles	Extra from roof replacement	Maintenance Supplies	Garage	Pump House		Excellent	Roeland Park
Polyflex 1" hose		Maintenance Supplies	Garage	Pump House	1	Excellent	Roeland Park
Power Washer	Cleans pool before filling and pool deck	Maintenance Supplies	Garage	Pump House	1	Good	Roeland Park
Large Tarp	Covering youth pool for winter	Maintenance Supplies	Garage	Pump House	1	Good	Roeland Park
Tarps	Cover main pool for dome up/down	Pool Equipment	Garage	Pump House	4	Good	Roeland Park
Chemical Pumps	1- Backpack 3- hand held	Pool Equipment	Garage	Pump House	4	Poor	Roeland Park
Silica Sand	Add to pool paint for texture	Pool Up Keep	Garage	Pump House	1	Excellent	Roeland Park
Blue Tiles	Extra tiles for vortex pool	Pool Up Keep	Garage	Pump House	85	Good	Roeland Park
Plusrite Metal Halidegin Lamps	Lights for the Dome Poles	Pool Equipment	Heater Room	Pump House	11	Good	Roeland Park
Time Clock System	Used for Water Polo Tournaments	Programming Supplies	Heater Room	Pump House			JCPRD
Score Board	Used for Water Polo Tournaments	Programming Supplies	Heater Room	Pump House			JCPRD
Ropes	Used for Water Polo Tournaments	Programming Supplies	Heater Room	Pump House			JCPRD
500 Gallon liquid chlorine container	Chlorine for the pool	Pool Chemicals	Open Air Garage	Pump House	1	Excellent	Roeland Park
Empty 5 Gallon Container w/ lids	Old Chlorine Buckets	Maintenance Supplies	Pump House	Pump House	20	Good	Roeland Park
100 Pound Buckets		Maintenance Supplies	Pump House	Pump House		Good	Roeland Park
Hose		Maintenance Supplies	Pump House	Pump House		Good	Roeland Park
Muriatic Acid	Gallon Jugs	Pool Chemicals	Pump House	Pump House	7	Good	Roeland Park
RV Antifreeze	Gallon Jugs For Winterization	Pool Chemicals	Pump House	Pump House	11	Good	Roeland Park
Algaecite	Gallon Jugs	Pool Chemicals	Pump House	Pump House	1	Good	Roeland Park
Sodium Bicarbonate	50 pound bags	Pool Chemicals	Pump House	Pump House	9	Good	Roeland Park
Sodium Bisulfate	50 pound bags	Pool Chemicals	Pump House	Pump House	3	Good	Roeland Park
Sulfuric Acid Barrels	55 Gallons	Pool Chemicals	Pump House	Pump House	2	Good	Roeland Park
Cyanuric Acid	25 KGS bags	Pool Chemicals	Pump House	Pump House	2	Good	Roeland Park
Sodium Thisulfate	50 pound bag -1 / 25 KGS -2	Pool Chemicals	Pump House	Pump House	3	Good	Roeland Park
Ice Melt	50 pound bags	Pool Chemicals	Pump House	Pump House	15	Good	Roeland Park
Re-Fresh Graduate		Pool Chemicals	Pump House	Pump House		Good	Roeland Park
Acid Barrels - Partial	Used/Full	Pool Chemicals	Pump House	Pump House		Good	Roeland Park
Chlorine 55 Gallon Drums		Pool Chemicals	Pump House	Pump House		Good	Roeland Park
Barrel Wrench	Use to open the chemical containers	Pool Chemicals	Pump House	Pump House		Good	Roeland Park
Stenner Pump	Add Chlorine to water	Pool Equipment	Pump House	Pump House	3	Good	Roeland Park
Shut Off Valves	4" Replacement Parts	Pool Equipment	Pump House	Pump House	3	Good	Roeland Park
Connector	4" Replacement Parts	Pool Equipment	Pump House	Pump House	1	Good	Roeland Park
Polying Tubing	1/4" Replacement for Stinner Pumps	Pool Equipment	Pump House	Pump House		Good	Roeland Park
Stinner Pump Spare Parts		Pool Equipment	Pump House	Pump House		Excellent	Roeland Park
Sand Mix	60 pound bags	Pool Up Keep	Pump House	Pump House	2	Good	Roeland Park
Large Plastic Floor Grates	The acid barrels goes on top of the grates	Safety Equipment	Pump House	Pump House	2	Good	Roeland Park
Air Conditioner	C1- Model: HS29-681-1P Serial: 5897C 46931						

Item Number: Consent Agenda- II.-E.
Committee 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/3/2019
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **2020 Financial Auditor Change from Mize Houser**
Item Type: Other

Recommendation:

To transition auditing services from Mize Houser & Company to Sean Gordon, CPA effective January 1, 2020.

Details:

The City was recently contacted by Sean Gordon, the audit manager for Roeland Park, and informed that his current company and our current audit firm Mize Houser is discontinuing its municipal audit practice to focus on other areas of its accounting business. The City issued a RFQ for a new auditor in 2018 and selected Mize Houser at that time. The firm, led by Principal Audrey Odermann and Audit Manager Sean Gordon, performed the 2018 audit.

Ms. Odermann has decided to retire as a result and Mr. Gordon has decided to start his own firm. Mr. Gordon indicated that he would like to keep us on as a client and intends to honor the same rates as listed in the proposal with Mize Houser for the duration of the contract. He also plans to have the same software, some of the same audit staff that worked on our 2018 audit and that the transition should be seamless. Attached is a letter stating his plan to take over the municipal auditing clients of Mize Houser and that the terms of our agreement will remain the same.

While Mize Houser and Sean Gordon only worked on the City's audit for one year, staff is happy with their work and the assistance they provide on an ongoing basis whenever municipal finance questions arise. The audit process, subsequent CAFR development and final presentation was a very manageable process for staff and their methodology took some of the burden off staff when it came to data gathering, journal entries, etc. In addition, I worked with Sean during my time in Tonganoxie as he managed that audit as well. I was pleased with his work then and now. I would recommend that the City remain with Mr. Gordon's firm.

Attached is a letter from Audrey Odermann about Mize Houser's decision, the proposal submitted

by Mize Houser, the engagement letter with Sean Gordon, CPA and his profile.

Financial Impact

Amount of Request: \$34,425	
Budgeted Item?	Budgeted Amount: \$37,775
Line Item Code/Description: Audit Fees	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Memo from Sean Gordon, CPA	Exhibit
☐ Mize Houser Announcement Letter	Exhibit
☐ Gordon CPA profile	Exhibit
☐ Gordon CPA Engagement Letter	Exhibit
☐ Proposal from Mize Houser	Exhibit

August 29, 2019

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

Effective December 31, 2019, Mize Houser & Company will no longer offer governmental auditing services. Gordon CPA will be taking over the auditing services for many of Mize Houser & Company's governmental audit clients, including the City of Roeland Park. Gordon CPA proposes the following related to providing auditing services for the City of Roeland Park:

- Gordon CPA will honor the proposal submitted by Mize Houser & Company in 2018 outlining the rates for conducting the audit in years 2019-2021.
- Gordon CPA will keep the City's audit engagement fees consistent with the agreement signed between Mize Houser & Company and the City in 2018.
- All other terms of the agreement signed between Mize Houser & Company and the City in 2018 will remain the same.

Sean Gordon, CPA, who served as audit manager for the City's 2018 audit, will continue to manage all future audits of the City. Sean will also continue to be the main point of contact for the City for any accounting or auditing questions or guidance.

Please let me know if you have any questions.

Cordially,



Sean Gordon, CPA
Gordon CPA LLC

Strategically, the Lawrence market has always been unique from the Overland Park and Topeka markets. Serving these clients takes a different approach and leadership to deliver services to a more traditional small business and individual income tax client base. As a result, Ken Hite and the board made the decision to spin off the Lawrence accounting services, payroll and tax practice to become an independent firm owned and led by Ken.

In addition, shareholder Audrey Odermann has made the decision to retire. The audit practice in Lawrence has historically focused on school districts and municipalities. Given the specialty nature of this audit practice, Audrey Odermann and the Mize Houser Board agreed these services would not be continued within Mize Houser after her retirement. A transition plan is in process for the audit practice.

We will be notifying clients over the next few weeks about these developments and communicate this change to the Lawrence community. If you have questions or concerns about this news, please email or call Audrey Odermann.

FIRM PROFILE

Gordon CPA LLC is an auditing and accounting firm based in Lawrence, Kansas. We specialize in auditing local governmental entities across the state of Kansas. Sean Gordon, CPA has spent more than 10 years auditing various cities, counties, school districts and other local governmental entities in Kansas and Missouri. Gordon CPA LLC also provides consulting services to our clients, including regulatory and statutory research, advice on challenging accounting situations, budget and tax lid legislation guidance and various other advisory and administration services. The clients we serve tell us they appreciate the fact that our firm is locally owned and managed. Gordon CPA LLC makes it a priority to understand the client's services and goals.

Sean Gordon, CPA is a member of the following organizations:

1. American Institute of Certified Public Accountants
2. Kansas Society of Certified Public Accountants
3. Government Finance Officers Association
4. Government Audit Quality Center

The membership in the AICPA Government Audit Quality Center promotes the importance of quality governmental audits and the value of the audits to all of our public sector clients. This membership requires the firm establish an expertise in governmental audit, the maintenance of additional levels of continuing professional education and the establishment of policies and procedures specific to the quality of the firm's governmental audit practice.

AUDITOR PROFILE

SEAN GORDON, CPA

EXPERIENCE

- Ten years of experience in public accounting
- Practice focus on governmental accounting, auditing & consulting
- Has been in-charge of more than 500 audits over the course of his career

EDUCATION

Bachelor of Science, Business Administration, Kansas State University

WORK HISTORY

- Mize Houser & Company, Audit Manager 2012-2019
- Lowenthal, Webb & Odermann, Auditor 2009-2011

PROFESSIONAL ORGANIZATIONS

- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Government Audit Quality Center
- Kansas Society of CPAs

PROFESSIONAL CERTIFICATIONS

Certified Public Accountant, Kansas and Missouri

PERSONAL

Lives in Lawrence with his wife and three children



August 16, 2019

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

I am pleased to confirm our understanding of the services I am to provide the City of Roeland Park, Kansas, (the City) for the year ended December 31, 2019. I will audit the financial statements of the governmental activities, each major fund, budgetary comparison schedules 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, 2019.

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 my engagement, I 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 my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me 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.

I 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. I will subject the following supplementary information to the auditing procedures applied in my 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.

Audit Objective

The objective of my 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. My 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 I consider necessary to enable me to express such opinions. I will issue a written report upon completion of my audit of the City's financial statements. My report will be addressed to the governing body of the City. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions on the financial statements are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my 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. I 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 I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, 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, I will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

My 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. I 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, I will also require certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

My 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, I will express no such opinion. However, during the audit, I 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, I will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance, and I will not express such an opinion.

Other Services

I will also prepare the financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. I will also compile the capital assets depreciation schedule for the year ended December 31, 2019, based on information provided by you. I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements services previously defined. I, in my 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 also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me 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 I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to me in the representation letter that the effects of any uncorrected misstatements aggregated by me 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 me 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 me 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 my 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 my report thereon. Your responsibilities include acknowledging to me 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 me 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 I 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, I 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, I cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, I specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that I shall have no liability for an loss or damage to any person or entity resulting from the use of emails transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

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 me. 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."

My audit engagement ends on delivery of my 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 workpapers for this engagement are our property and constitute confidential information. However, I may be requested to make certain workpapers available to others pursuant to authority given by law, regulation or other legal process. I 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, I 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 me for our personnel and other costs associated with our compliance with such requests. My policy is to retain workpapers for five years after the engagement. During the term of this engagement, I 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 my communication responsibilities under that standard, consists of the mayor, city council, and the city administrator.

It is understood that the services provided by my firm necessarily rely, to some extent, on information provided by your organization, including management representations, as well as information and documents. Accordingly, your organization indemnifies my firm and its owners and employees, and holds them harmless from all claims, liabilities, losses or costs in connection with services provided by my firm that are affected in any way by erroneous, misleading, or incomplete information furnished by your organization. This indemnification will survive any terminations under this letter.

Gordon CPA LLC and the City agree that any dispute arising hereunder (other than my 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 Gordon CPA LLC 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.

We agree that our gross fee, including all expenses, for the above services shall not exceed \$34,425, without a single audit, except as noted above. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If I elect to terminate our services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me 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 I have requested from your staff. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

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

Very truly yours,

Gordon CPA LLC
Certified Public Accountant

By: 

Sean M. Gordon, CPA

RESPONSE:

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

By: _____

Title: _____

Date: _____



MIZE HOUSER & COMPANY P.A.

PROPOSAL

TO PROVIDE PROFESSIONAL AUDIT SERVICES
FOR THE YEARS ENDED 2018 - 2021 FOR THE
CITY OF ROELAND PARK, KANSAS

Audrey M. Odermann, CPA
Mize Houser & Company P.A.
Certified Public Accountants
211 East 8th Street
Lawrence, Kansas 66044
785-842-8844
www.mizehouser.com
aodermann@mizehouser.com

August 15, 2018

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August 15, 2018

Jennifer Jones-Lacy
Assistant City Administrator/Finance Director
City of Roeland Park, Kansas
4600 W. 51st Street
Roeland Park, KS 66205

Mize Houser & Company P.A. is pleased to have the opportunity to submit this proposal to provide professional auditing services to the City of Roeland Park, Kansas, for the year ended December 31, 2018 and with options to renew for three additional years. Through this proposal, we will demonstrate the benefits Mize Houser & Company P.A. can bring to the City of Roeland Park.

Mize Houser & Company P.A. is a regional certified public accounting firm founded in the 1950s that employs over 200 people, with offices in Lawrence, Overland Park and Topeka, Kansas. Our emphasis on providing quality professional services benefits our clients and also provides professional growth and career satisfaction for our associates. As a result, the firm has attracted and retains quality people and, thus, the City may anticipate continuity in the client service team.

At Mize Houser & Company P.A. we have a group of highly experienced staff that comprises our public-sector team. This team consists of individuals dedicated solely to the public-sector industry and through their work, both as external auditors and in some cases previous employees of local governments, have gained a tremendous understanding of the complex issues encountered by local governments in their daily operations. We understand that local governments are faced with high levels of public accountability and continued demands for efficiency. We continue to commit to providing experienced management personnel to each engagement who are readily available to discuss complex issues with the City throughout the year. For this reason, our retention history as a firm for municipal audits has been excellent. We invite you to contact any of the governments listed in this proposal.

We are also members of several professional organizations that allow us access to the most recent developments in professional standards and industry related issues. This access allows us to educate our staff in areas that may directly affect your audit. In addition, we are able to communicate relevant issues to our clients that may assist the City in complying with various state and national requirements.

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 St, Suite A ■ Lawrence, KS 66044-2771 ■ 785.842.8844 p ■ 785.842.9049 f

We understand the scope of work as follows:

- We will perform an annual audit of the City's financial records and the expression of an opinion on the fair presentation of the City's governmental activities, each of its major funds, and the aggregate remaining fund information in conformity with generally accepted accounting principles.
- We will also provide an "in-relation-to" opinion on the combining and individual fund statements and schedules, and the Schedule of Expenditures of Federal Awards, if applicable. The audit is to be performed in accordance with auditing standards generally accepted in the United States of America, the Kansas Municipal Audit and Accounting Guide, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the provisions of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), if applicable.
- We will prepare a report on compliance with applicable laws and regulations, a report on the City's internal controls, based on the auditor's understanding of the internal control structure and an assessment of control risks for governmental entities. The report will attest to whether the City's reporting standards and methods are in compliance with generally accepted accounting standards.
- We will prepare a communication and management letter to include a statement of audit findings and recommendations that will be presented to City management and the City Council.
- We will assist City staff in submitting its application for the Comprehensive Annual Financial Report to the Government Finance Officers Association Certificate of Achievement Program.

We commit to perform the audit in the specified timeline described in the request for proposal and as listed below:

Completion of the Audit Draft, Detailed Adjusted Trial Balance

And Audit Adjusting Journal Entries

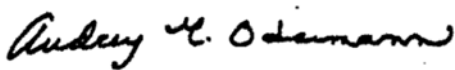
No Later Than April 20th of Each Year

Delivery of the Final Report and Management Letters

No Later Than May 5th of Each Year

We believe the attached proposal meets the requirements of the City's request for proposals and we look forward to discussing this proposal with the City's staff in the near future. This proposal is our firm and irrevocable offer for a period of ninety days after the date of the proposal. Once again thank you for the opportunity to present this proposal.

Cordially,



Audrey M. Odermann, CPA

INDEPENDENCE AND LICENSE TO PRACTICE

Independence

Mize Houser & Company P.A. is independent of the City of Roeland Park as defined by generally accepted auditing standards and the GAO Standards for Audit of Governmental Organizations, Programs, Activities and Functions and has no conflict of interest with the City of Roeland Park.

License to Practice in Kansas

Mize Houser & Company P.A. and all assigned key professional staff, is properly licensed to practice in Kansas.

PROFILE OF THE FIRM AND SUMMARY OF THE QUALIFICATIONS

Mize Houser & Company P.A., is a full service regional firm of approximately two hundred full time employees. *Inside Public Accounting* lists Mize Houser & Company P.A. in the list of the 200 largest firms in the United States. We provide a wide range of services, including traditional audit, tax and accounting services, as well as computer system outsourcing, information systems design and programming, personal financial planning, management advisory and administration services. The clients we serve tell us they appreciate the fact that our firm is locally owned and managed. Our owners are the client's primary contacts and make it a priority to understand the client's services and goals.

The firm's public-sector services group consists of three shareholders, three managers and ten professional staff available to serve the City. Our Lawrence office public sector group is comprised of two shareholder, two managers and eight professional staff and would be the office conducting the City audit. The governmental audit staff used for the City of Roeland Park audit would include five full time professionals. The five full time professional staff would include a partner, a manager, and three staff auditors. The firm would also provide an individual to perform the quality control review of the City's audited financial statements.

Mize Houser & Company P.A. is not a joint venture or consortium. We will serve as the only auditor and will not use subcontractors on your engagement.

The firm's quality control policy includes extensive guidance in the areas of leadership responsibilities over the audit, relevant ethical requirements, personnel assignment including recruitment and hiring of staff, firm independence, acceptance and continuance of clients, professional development, engagement documentation, and engagement performance and monitoring. All of our audits are reviewed by both the partner in charge of the audit and an independent quality control reviewer. These reviews include a detailed inspection of every workpaper and the completed financial statements. As part of our quality control policy, we completed a quality control review performed by external certified public accountants in accordance with the requirements of the American Institute of Certified Public Accountants. This review resulted in a "pass" or "unmodified" opinion with no letter of comments. Attached for your reference is a copy of our most recent external quality control review report, which included the review of several government audits.

Mize Houser & Company P.A. values the expansion of our associate's knowledge in the accounting industry. As a member of BKR, International we have access to industry updates and a network of sophisticated practitioners from over 135 independently owned accounting and consulting firms from around the world. Firm personnel are also active members in several professional organizations. The assigned staff members listed are members of the following organizations:

1. American Institute of Certified Public Accountants
2. Kansas Society of Certified Public Accountants
3. Government Finance Officers Association
4. Government Audit Quality Center

The firm's membership in the AICPA Government Audit Quality Center promotes the importance of quality governmental audits and the value of the audits to all of our public sector clients. This membership requires the firm establish an expertise in governmental audit, the maintenance of additional levels of continuing professional education and the establishment of policies and procedures specific to the quality of the firm's governmental audit practice.

Our clients have certain expectations from their audit service provider. At Mize Houser & Company P.A. we strive to use our technical expertise to not only perform the audit, but also provide timely communication to our clients regarding new auditing and accounting standards. Our biweekly electronic newsletter is an excellent resource we use to provide all of our clients with those new standards as well as suggested solutions regarding regulatory issues that may be affecting our clients. Additionally, the firm's associates are available throughout the year for complex accounting, payroll, and technology security questions as well as operational internal control suggestions.

The following individuals have extensive government audit experience and have all met the GAO Continuing Education requirement for in-charge personnel and are available to staff the audit of the City of Roeland Park:

Audrey M. Odermann CPA, Shareholder In Charge

Ms. Odermann is a shareholder in our office, has a practice focus in the area of local governments and would direct all activities regarding the City's audit services. Her responsibilities on the City's audit would include the planning, review and approval of the audit plan, monitoring the audit progress through a presence in the field, reviewing the workpapers and the reports, providing answers to technical research issues and communicating with the management of the City in a timely and professional manner.

Ms. Odermann is a member of the Government Finance Officers Association (GFOA) and is a special review committee member for the GFOA certificate of achievement program. Ms. Odermann is also a member of the firm's quality control committee and represents the firm as a participating member of the AICPA Governmental Audit Quality Center. Ms. Odermann has also served as a board member of the Kansas Municipal Audit and Accounting Guide Editorial Board. She has worked for the firm for twenty years.

Sean Gordon, CPA, Manager

Mr. Gordon has ten years of public accounting experience in auditing, review and tax services. Mr. Gordon will serve as the engagement manager and would be responsible for planning and directing the audit staff, developing the audit plan, completing technical audit workpapers and managing the audit staff. Mr. Gordon works as the audit manager on the City of Lawrence, Kansas, the City of Bonner Springs, Kansas, the City of Junction City, Kansas, and the Olathe USD audits.

Mr. Gordon is also a member of the Government Finance Officers Association (GFOA), the Kansas Society of Certified Public Accountants and the American Institute of Certified Public.

Abram Chrislip, CPA, Quality Control Reviewer

Mr. Chrislip has fifteen years of public accounting experience in auditing, review and tax services. He obtained his undergraduate degree from the University of Kansas. Mr. Chrislip works as the manager on both Shawnee Mission USD and the City of Salina, Kansas.

Mr. Chrislip is also a member of the Government Finance Officers Association (GFOA), the Kansas Society of Certified Public Accountants and the American Institute of Certified Public Accountants.

We intend to staff the audit, in subsequent years, with the same partner, manager and at least one staff member.

All of the staff listed above receives a significant amount of continuing professional education. A substantial portion of the education is dedicated to governmental accounting and auditing as required by *Government Auditing Standards* issued by the Comptroller General of the United States. Our staff attend both internal and external training sessions. Those training sessions include annual conferences focusing on governmental accounting and auditing updates. The most recent conference included the following topics: GASB Update, Governmental Auditing Standards Update, Single Audit Update, Audit Data Analytics and Data Security for Governmental Organizations. Audit staff are also required to attend monthly continuing education meetings. The monthly continuing education meetings focus on recent changes in auditing and accounting standards and how these changes have an effect on our local governmental clients.

Additional firm resources available for the City of Roeland Park include:

Specialty Tax Expert – Leta Collie, CPA

Leta is a manager in the technical tax service department of Mize Houser & Company P.A. Leta represents and advises clients in a multi-state environment with governmental notices, audits and compliance in the areas of sales and use tax, payroll and personal property tax reports.

Internal Workshops

Our internal training includes workshops that all of our clients are invited to attend. The most recent workshop included industry experts in the areas of payroll compliance, workplace management, human resource law and the municipal bond market.

See the engagement team bios and related experience in the appendix.

PRIOR AUDIT EXPERIENCE

The following four clients represent the most significant audits performed in the last five years that are similar to the City.

City of Pittsburg, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Governmental Auditing Standards* issued by the Comptroller General of the United States, and the provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the Kansas Municipal Audit and Accounting Guide. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 375
Year End: December 31
Audit Dates: 2013 to present
Principal Client Contact: Jamie Clarkson, Finance Director (620) 230-5607
Engagement Partner: Audrey Odermann

City of Topeka, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Governmental Auditing Standards* issued by the Comptroller General of the United States, and the provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the Kansas Municipal Audit and Accounting Guide. The City prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 490
Year End: December 31
Audit Dates: 2013 to present
Principal Client Contact: Nickie Lee, Director of Financial Services (785) 368-1653
Engagement Partner: Audrey Odermann

Blue Valley USD #229

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Governmental Auditing Standards* issued by the Comptroller General of the United States, and the provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the Kansas Municipal Audit and Accounting Guide. The District prepares a Comprehensive Annual Financial Report.

Total Hours: 410
Year End: June 30
Audit Dates: 2002 to present
Principal Client Contact: Jenni Newell, Executive Director of Business & Finance (913) 239-4684
Engagement Partner: Audrey Odermann

Olathe USD #233

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America, *Governmental Auditing Standards* issued by the Comptroller General of the United States, and the provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the Kansas Municipal Audit and Accounting Guide. The District prepares a Comprehensive Annual Financial Report that receives the Certificate of Achievement for Excellence in Financial Reporting.

Total Hours: 410
Year End: June 30
Audit Dates: 2002 to present
Principal Client Contact: John Hutchison, Chief Financial Officer (913) 780-7000
Engagement Partner: Audrey Odermann

We have performed the audits of cities, counties and school districts in the State of Kansas and Missouri. Our reputation for retention of clients is excellent. The following is a list of our governments currently served:

City of Baldwin, KS	Brown County, KS - SA
City of Basehor, KS	Jackson County, KS
City of Bonner Springs, KS - SA	Jefferson County, KS
City of Clay Center, KS - SA	Leavenworth County, KS
City of Elwood, KS	Consolidated Fire District #2
City of Eudora, KS	Blue Valley USD 229 - SA, CAFR
City of Garnett, KS	Burlington USD 244 - SA
City of Junction City, KS - SA	Clay Center USD 379 - SA
City of Lake Quivira, KS	Emporia USD 253 - SA
City of Lawrence, KS - SA, CAFR	Gardner Edgerton USD 231 - SA
City of Louisburg, KS	Geary County USD 475 - SA
City of Mission Hills, KS	Hiawatha USD 415 - SA
City of Olathe, KS - SA, CAFR	Kansas City Kansas Public Schools USD 500 - SA
City of Ottawa, KS - SA	Lawrence USD 497 - SA
City of Pittsburg, KS - SA, CAFR	Louisburg USD 416
City of Plattsburg, MO	Olathe USD 233 - SA, CAFR
City of Raytown, MO	Prairie View USD 362
City of Sabetha, KS	Seaman USD 345 - SA
City of Salina, KS - SA	Shawnee Mission School District USD 512 - SA, CAFR
City of Spring Hill, KS	South Brown County USD 430 - SA
City of Topeka, KS - SA, CAFR	Turner USD 202 - SA
City of Troy, KS	Valley Falls USD 338
City of Valley Center, KS	

CAFR - Comprehensive Annual Financial Report

SA - Subject to Single Audit/Uniform Guidance Audit

SPECIFIC AUDIT APPROACH

Our firm's policies and procedures are designed to insure that we comply with all professional standards. As these standards relate to the audit of the City of Roeland Park, we would plan our audit to comply with generally accepted auditing standards, *Government Auditing Standards*, and the provisions of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, if required.

The following is a summary of the level of staff and number of hours to be assigned to the City engagement:

<u>Responsibility</u>	<u>Staff Assigned</u>	<u>Hours</u>
Planning, development of program, client conferences, general review, report review and quality control review.	Partners	45
Planning, development of program, client conferences, internal control review, preparation of key workpapers, review of workpapers and report review.	Supervisory Staff	90
Preparation of workpapers and general fieldwork.	Staff Auditor	190
Total Hours		<u>325</u>

Mize Houser & Company has implemented policies and procedures to streamline our audit process and monitor the status of each of our audit projects. The firm's extensive information technology development staff has created an automated due date monitoring system. This system provides associates with a tool to assist in monitoring the status of the entire audit project as well as tracking the stages of the audit to assure that all audit projects are completed in a timely and professional manner.

Our audit approach is also an implementation of the policies and procedures established by the firm to comply with our professional standards and can be divided into three distinct segments as follows:

- Planning, Risk Assessment and Obtaining an Understanding of Internal Controls
- Audit Testing
- Completing the Audit and Reporting

Planning

In planning the audit of the City of Roeland Park we would first obtain an understanding of the City's operating environment. We would conduct extensive meetings with City staff to review the audit timeline and key dates. We would ask key personnel and members of management if they had any concerns related to the audit and if they had any recent changes in accounting principles or internal control systems. In addition to these interviews we would also obtain an understanding of the City's operating environment by a review of City policies and procedures, reading governing body meeting minutes and reviewing City ordinances that relate to the financial management of the City. In addition, we would request organizational charts, financial manuals and programs, financial statements, budgets and final trial balances for the current and prior years.

Audit staff would perform multiple analytical reviews and analyze the trends of the financial information over several years. This analysis would assist in identifying major areas of audit concern and begin to define our major audit objectives. Once a preliminary audit plan had been established we would meet with the City's staff to discuss the timing for our evaluation of the City's internal control systems.

Our review of the City's internal control systems provides us with information to determine the extent to which we can rely on the internal controls of the City. Our review of the internal control systems would include documenting the flow of accounting transactions throughout the City. Our review would help to identify potential deficiencies in internal controls and also assist in determining strengths in the City's internal control systems. During this time and throughout the audit, we would discuss these potential deficiencies and strengths in internal control with the City's management staff. Our assessments and open communication methods with City staff assists in our development of a meaningful management recommendation letter that management can use to implement best practices for the City

Audit Testing

Once we have reviewed the systems, we would develop a customized audit program. The audit program would include compliance testing as well as substantive testing. We would test compliance with control procedures documented during the evaluation of the City's control systems.

Compliance testing will be completed over established control procedures to determine that the significant strengths within each control system are functioning as designed. Emphasis will be placed on controls over major areas of the audit. We will also test for compliance with applicable laws, including State statutes, regulations and governmental policies, including single audit test work. In accordance with the auditing standards of the cognizant agency or other applicable standards, the audit will indicate the necessary procedures to test compliance and will disclose, if applicable, noncompliance with specific laws and regulations.

Samples would be used as necessary to test controls using random audit sampling techniques. If the sample population does not lend itself to random sampling, a haphazard sample will be selected from the population. The sample size will vary based on the size of the population, our risk assessment, our planned reliance on the control test results, and the accuracy we determine appropriate for testing.

Substantive tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system that appears on the financial statements. The extent of the substantive testing will be determined by the results of the tests performed over the City's internal control systems. The substantive tests would include third party confirmation of financial institution accounts, grant and tax revenue, debt expenditures, and other financial statement accounts that lend themselves to confirmation. A detailed analytical review would be performed to identify unusual trends which may indicate the need for further testing. Supporting documentation evidence would be obtained and reviewed to assist in the testing of various areas of the audit. We will also evaluate management's determination of significant estimates and the significant accounting issues, including the application of new accounting principles.

We will also conduct preliminary reviews of the draft CAFR during this phase. The initial review provides for an opportunity to identify, communicate and address financial reporting issues with management staff early in the audit process.

Completing the Audit and Reporting

At the conclusion of fieldwork, both the partner in charge of the audit and the quality control partner would review all detailed workpapers as well as the financial statements. The GFOA Certificate of Excellence in Financial Reporting reviewer checklist would be utilized by the partner in charge of the audit to assist the City in applying for the certification. The final report will be reviewed by our technical, quality control reviewer during this phase.

In addition, we will review for contingencies and subsequent events, evaluate the overall audit results and reasonableness of the financial statements, issue the audit reports and the management letter that details comments and suggestions resulting from the audit and we will conduct the presentations of the audit to the governing body.

The primary purpose of the examination is to express an opinion on the financial statements and such an examination is subject to the inherent risk that errors or irregularities may not be detected. During the examination, if conditions are discovered which lead us to believe that material errors, defalcations or other irregularities may exist, or if any other circumstances are encountered that require extended services, we will promptly advise the City's management. No extended services will be performed unless they are authorized in the contractual agreement or in an amendment to the agreement.

CITY OF ROELAND PARK

AUDITING SERVICES PROPOSAL

Proposal Submitted By: Mize Houser & Company P.A.

Address: 211 East 8th Street

Lawrence, KS 66044

Contact Person: Audrey M. Odermann, CPA

Phone: 785-842-8844

Fees for Services:

2018	\$	<u>33,750</u>
------	----	---------------

2019	\$	<u>34,425</u>
------	----	---------------

2020	\$	<u>35,110</u>
------	----	---------------

2021	\$	<u>35,810</u>
------	----	---------------

Fee Rates:

Partner	\$	<u>180</u>
---------	----	------------

Manager	\$	<u>130</u>
---------	----	------------

Staff	\$	<u>100</u>
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APPENDIX A TEAM MEMBER PROFILES

SHAREHOLDER IN CHARGE

AUDREY M. ODERMANN, CPA

EXPERIENCE

- Twenty years experience in public accounting
- Practice focus in governmental accounting and auditing
- Firm's public sector team leader
- Leadership role as employee of largest Kansas county
 - Served on the health care cost reduction committee
 - Assisted with the development of internal audit procedures to develop efficient and effective internal control systems
 - Prepared CAFRs for several years, all of which earned the GFOA Certificate of Achievement for Excellence in Financial Reporting
- Member of the firms Quality Control committee



RELEVANT EXPERIENCE WITH SIMILAR CLIENTS

- City of Raytown, Missouri
- City of Mission Hills, Kansas
- City of Lawrence, Kansas
- City of Bonner Springs, Kansas
- City of Basehor, Kansas
- City of Junction City, Kansas
- City of Pittsburg, Kansas
- City of Valley Center, Kansas
- City of Salina, Kansas
- City of Spring Hill, Kansas
- City of Olathe, Kansas
- City of Topeka, Kansas
- Blue Valley Unified School District No. 229
- Olathe Unified School District
- Shawnee Unified School District

EDUCATION

Bachelor of Science, Business Administration, North Dakota State University (Fargo, North Dakota)

PROFESSIONAL ORGANIZATIONS

- Kansas Society of Certified Public Accountants
 - Served on the Editorial Board of the Kansas Municipal Accounting and Audit Guide
- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Government Audit Quality Center – Firm Quality Control Representative

PROFESSIONAL CERTIFICATIONS

Certified Public Accountant, Missouri and Kansas

ENGAGEMENT MANAGER

SEAN GORDON, CPA

EXPERIENCE

- Ten years' experience in public accounting
- Practice focus in governmental accounting and auditing
- Firm's public sector team manager

RELEVANT EXPERIENCE WITH SIMILAR CLIENTS

- City of Bonner Springs, Kansas
- City of Basehor, Kansas
- City of Lawrence, Kansas
- City of Junction City, Kansas
- Olathe Unified School District No. 233

EDUCATION

Bachelor of Science, Business Administration Kansas State University

PROFESSIONAL ORGANIZATIONS

- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Government Audit Quality Center

PROFESSIONAL CERTIFICATIONS

Certified Public Accountant, Missouri and Kansas



QUALITY CONTROL REVIEWER

ABRAM CHRISLIP, CPA

EXPERIENCE

- Fifteen years experience in public accounting
- Practice focus in governmental accounting and auditing
- Individual tax practice manager
- Firm public-sector shareholder
- Member of the firm's Tax Committee

RELEVANT EXPERIENCE WITH SIMILAR CLIENTS

- City of Garnett, Kansas
- City of Salina, Kansas
- Blue Valley Unified School District No. 229
- Shawnee Unified School District

EDUCATION

Bachelor of Arts, Accounting, University of Kansas

PROFESSIONAL ORGANIZATIONS

- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Government Audit Quality Center

PROFESSIONAL CERTIFICATIONS

Certified Public Accountant, Kansas





Rehmann Robson
675 Robinson Rd.
Jackson, MI 49203
Ph: 517.787.6503
Fx: 517.788.8111
rehmann.com

SYSTEM REVIEW REPORT

July 23, 2015

Shareholders
Mize Houser & Company P.A.
and the
Peer Review Committee of the Kansas Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of **Mize Houser & Company P.A.** (the "Firm") in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the *Standards for Performing and Reporting on Peer Reviews* ("standards") established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Mize Houser & Company P.A.** in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Mize Houser & Company P.A.** has received a peer review rating of *pass*.

Rehmann Robson LLC

Rehmann is an independent member of Nexia International.

CPAs & Consultants Wealth Advisors Corporate Investigators



Item Number: Applications/Presentations- A.-1.
Committee 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/10/2019
Submitted By: Commissioner Fast
Committee/Department: Admin.
Title: **Commissioner Fast County Update**
Item Type: Report

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
☐ County Update by Commissioner Fast	Cover Memo

Johnson County Government

Becky Fast

District 1 Commissioner





CONTACT JOHNSON COUNTY

Contact Me

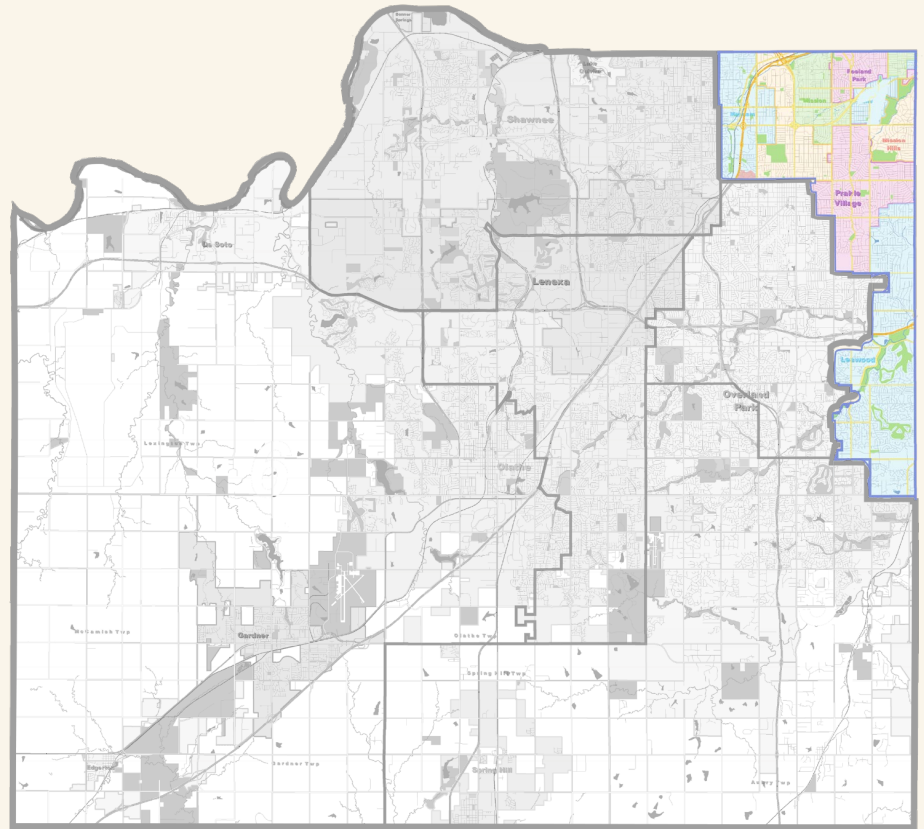
becky.fast@jocogov.org

913-715-0431

Contact Johnson County

www.jocogov.org

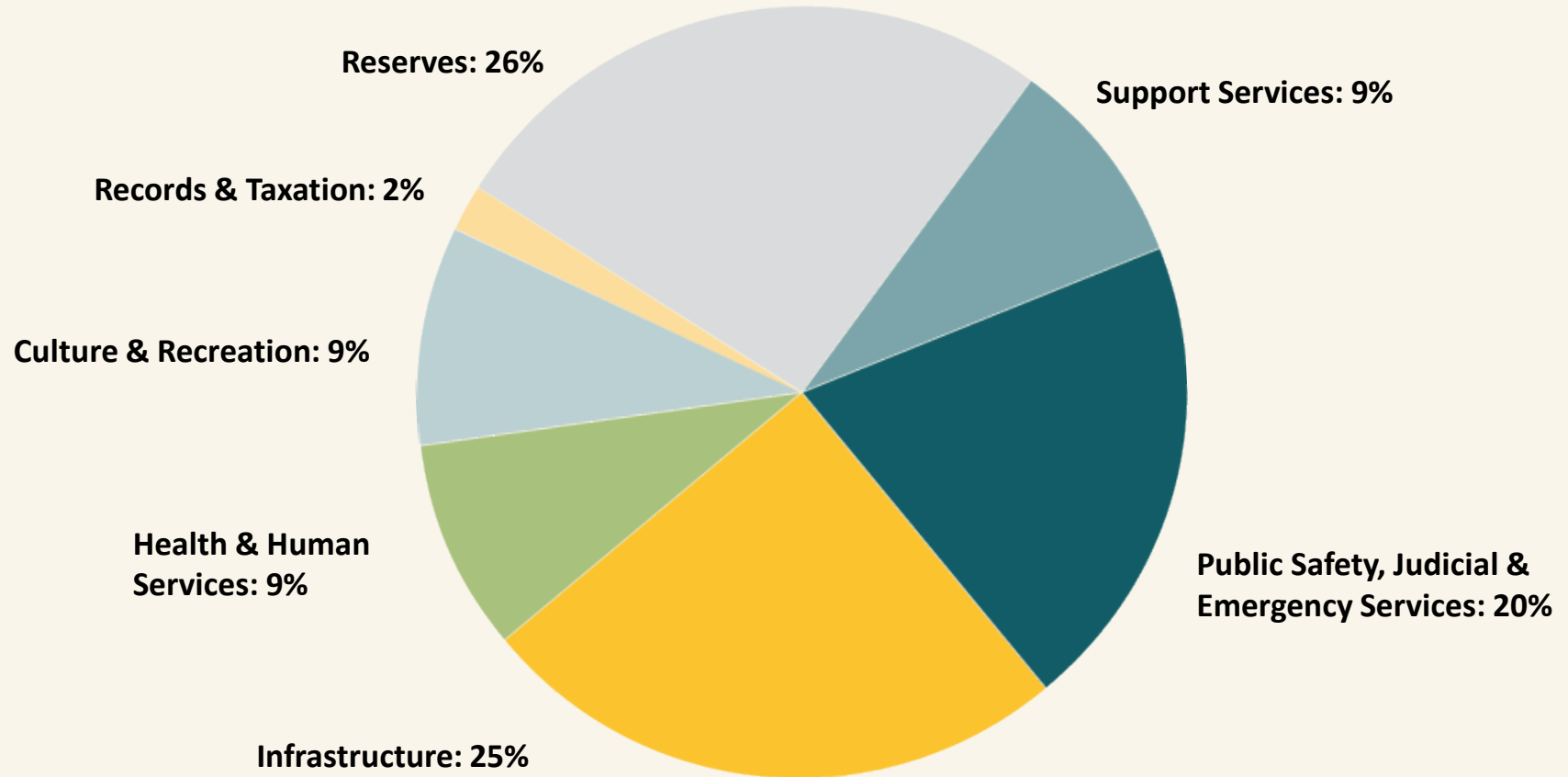
913-715-5000



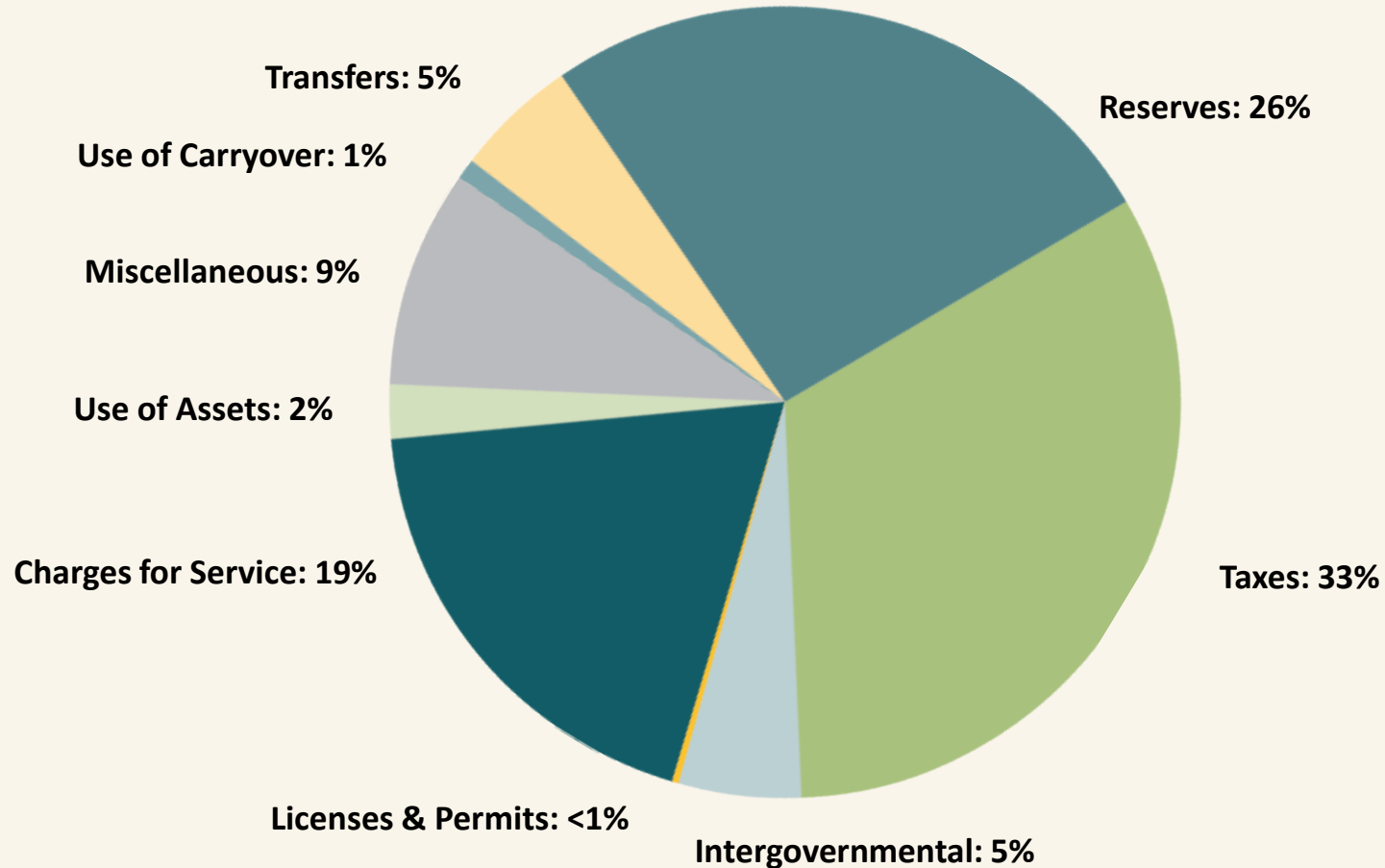
A close-up photograph of a person's hand holding a silver pen, poised to write on a document. The document features a bar chart with blue bars. A large, semi-transparent red banner with a white border is overlaid on the upper portion of the image, containing the text 'BUDGET & REVENUE' in white, bold, sans-serif capital letters.

BUDGET & REVENUE

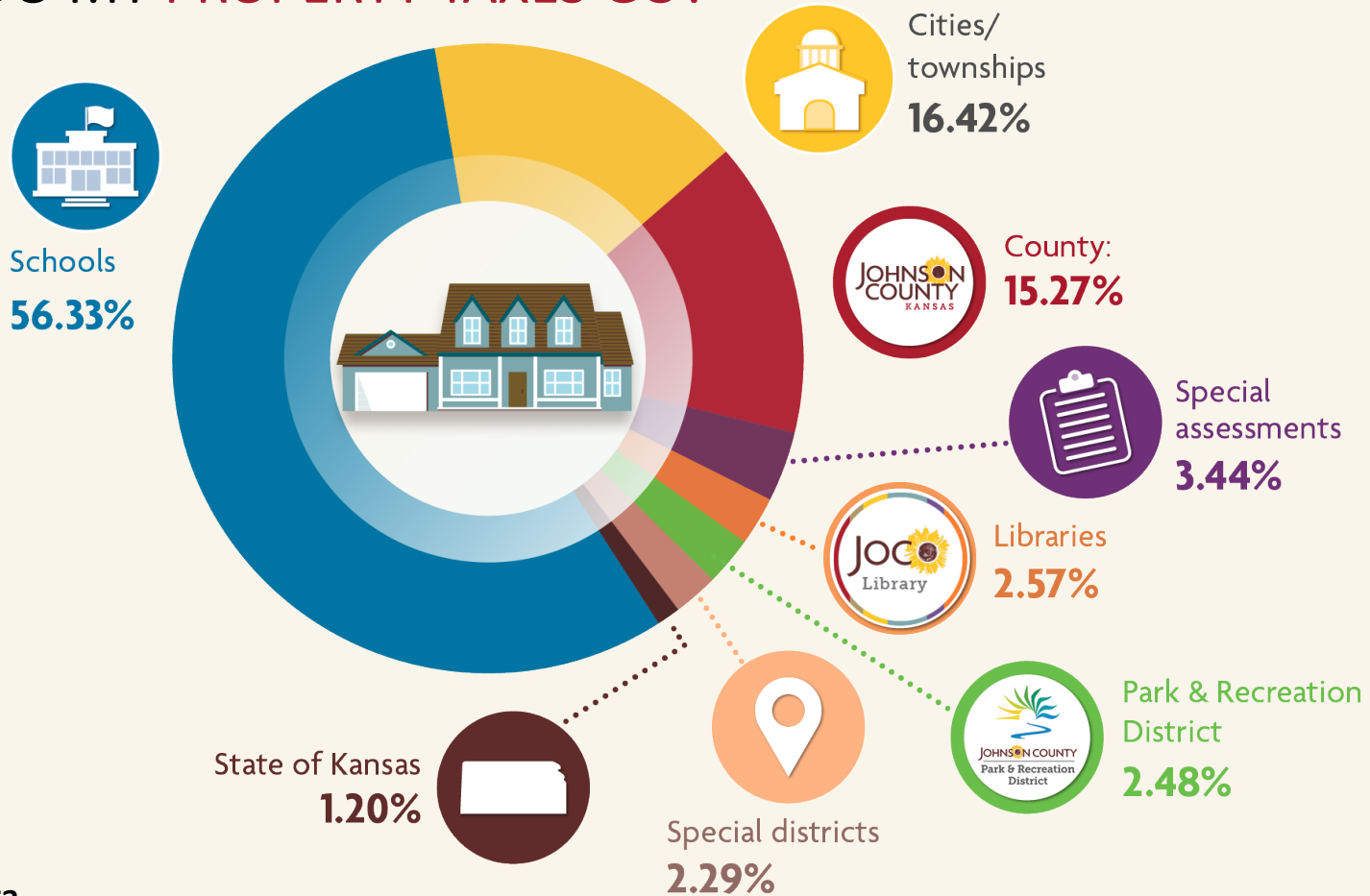
FY 2020 Approved Budget



FY 2020 Anticipated Revenues



WHERE DO MY **PROPERTY TAXES** GO?



BOCC TOP PRIORITIES

1. Complete/advance existing projects approved by voters and the Board of County Commissioners with efficiency and effectiveness.
2. Strengthen and finance the appropriate level of service to meet the needs of the county's vulnerable populations, pursuing innovative strategies.
3. Develop a creative and innovative vision for a transit plan that is financially sustainable.



MAJOR PROJECTS

COUNTY COURTHOUSE



Broke ground in summer
2018

Topping Out ceremony
August 2019

Completion expected
Spring 2021

MEADOWBROOK PARK & LENEXA CITY CENTER LIBRARY



Clubhouse, playground and other amenities opened **June 2019**

New branch at Lenexa City Center opened **June 2019**



CARS PROGRAM



CARS PROGRAM

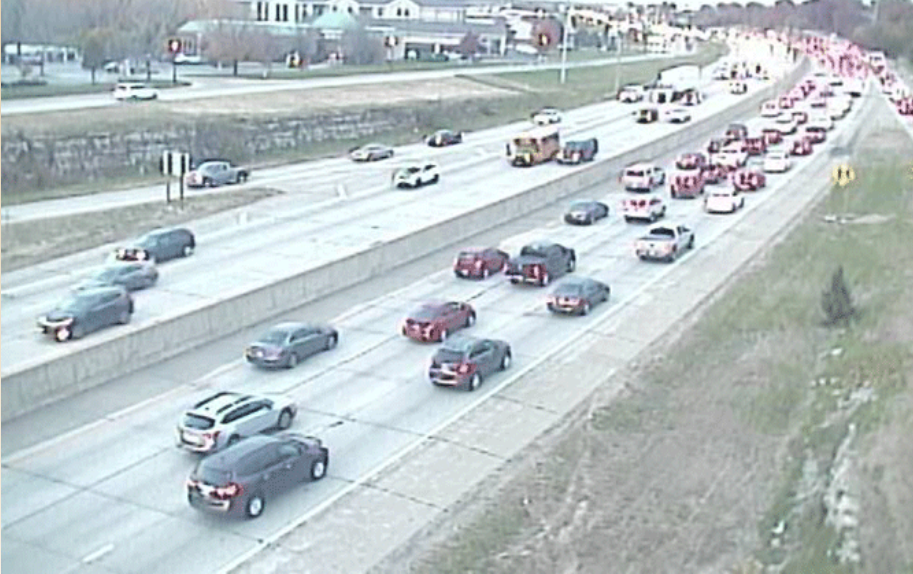
2019 Funding Sources

Funding Source	Amount
“Gas Tax” (SCCHF)	\$12,392,863
County Support (0.343 mills)	\$3,526,199
Use of CARS Reserves	\$140,938
Total	\$16,060,000

- Funds 50% of eligible construction costs
- Projects are funded on major and minor road network



I-35 EXCHANGE AT 75TH STREET



Widened by one lane in
each direction

\$1.65 million (10%)
funded by Johnson County

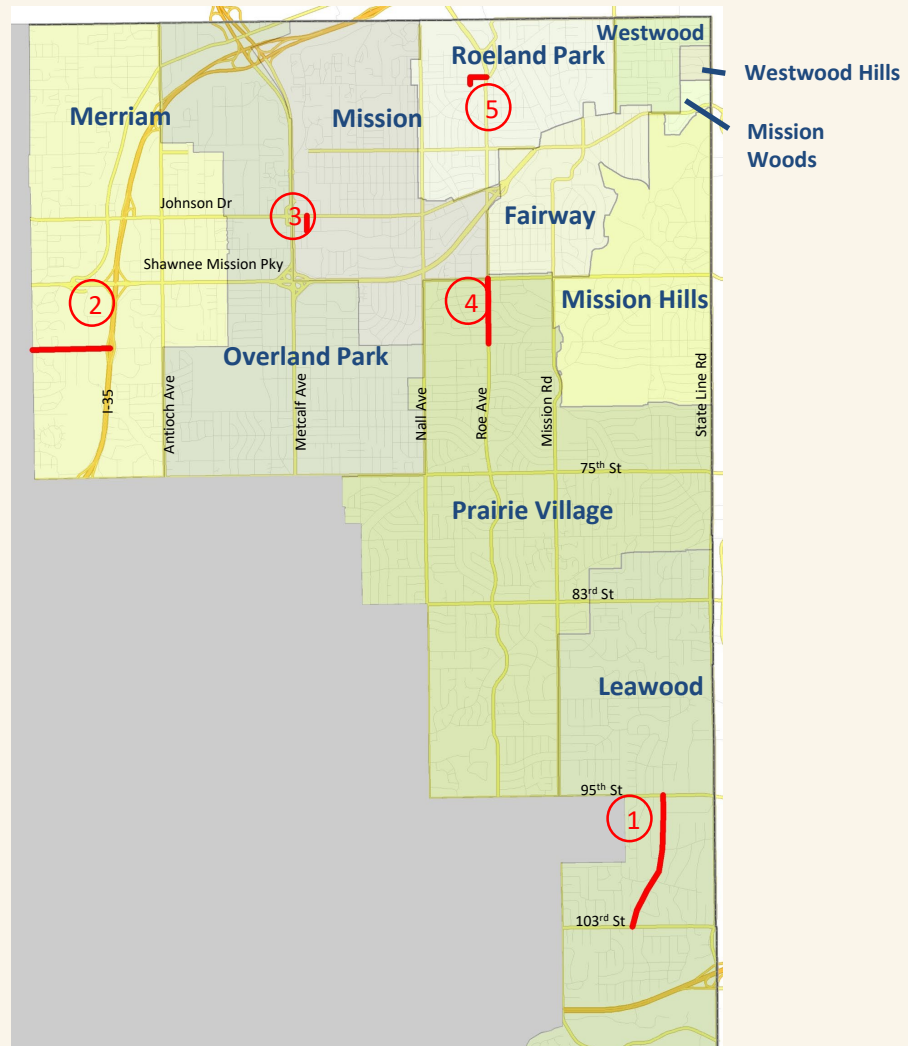
Construction starting
Spring 2020

CARS PROGRAM

2019 Projects		
Sponsor(s)	Project	Proposed Funding
Leawood	Lee Blvd: 95 th St to 103 rd St	\$888,000
Merriam	67 th St: Antioch Rd to West City Limits	\$996,000
Mission	Broadmoor Dr: Johnson Dr to Martway	\$453,000
Prairie Village	Roe Ave: 63 rd St to 67 th St	\$673,000
Roeland Park	50 th Ter: Roe Blvd to Cedar St; Cedar St: 50 th Ter to 51 st St	\$104,000

CARS PROGRAM

2019 CARS Projects in District 1



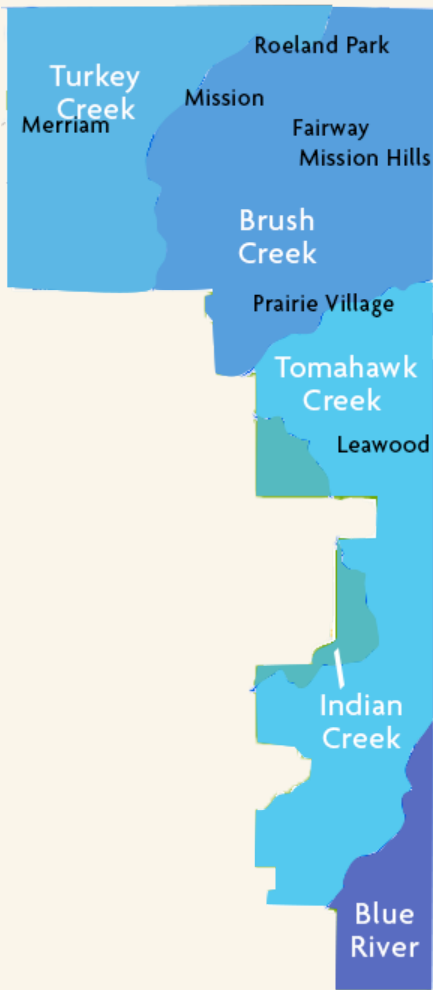


STORMWATER MANAGEMENT

STORMWATER MANAGEMENT

Stormwater Management Strategic Plan

- Change from emphasis on city needs to watershed needs
- Cities can continue to submit projects
- New asset management system
 - 2019 program will fund data collection
 - Future funding will be allocated to infrastructure replacement projects



STORMWATER MANAGEMENT

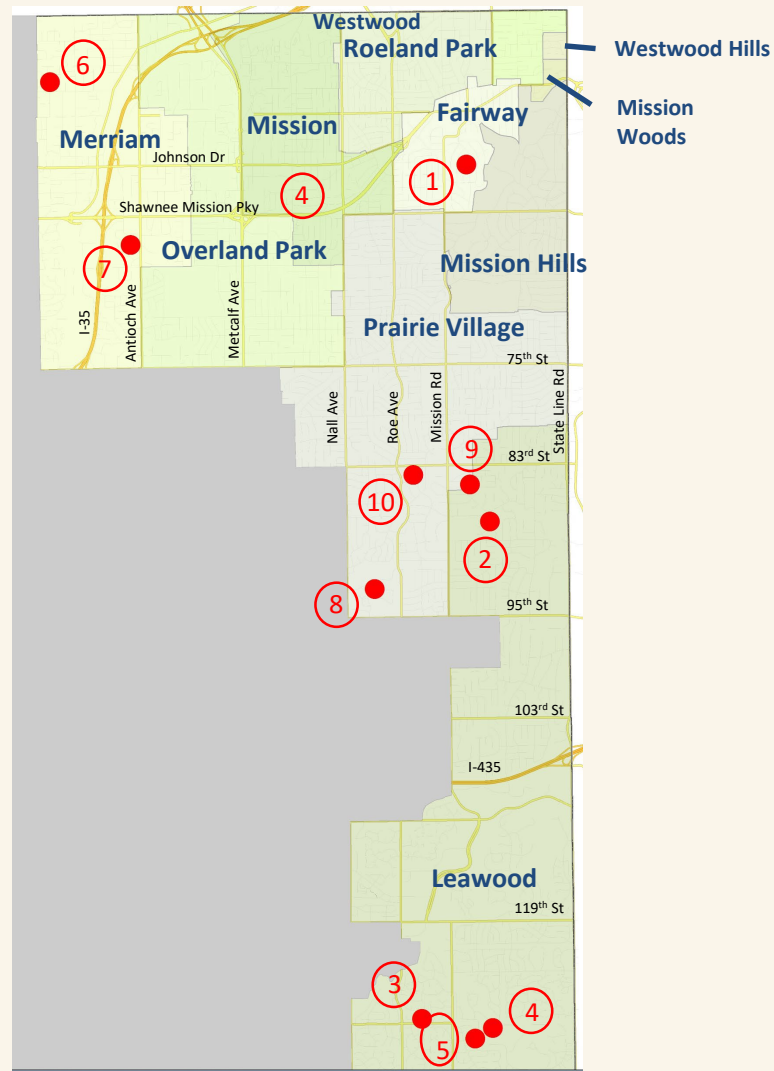
Program funding

- Stormwater Management Program is funded through a 1/10 of 1% sales tax
- Total planned expenditure for 2019: \$18,300,000
- Over 97% of 2019 funding is allocated to flood damage reduction design/construction projects and city support efforts

STORMWATER MANAGEMENT

2014- 2019 PROJECTS

In addition - BOCC recently approved storm water inspection service agreements with Merriam, Mission, Mission Hills, Westwood, and Westwood Hills to inspect their conveyance systems.



WASTEWATER MANAGEMENT

20

TOMAHAWK CREEK



Construction began March
2018

\$280 million allocated

Treat wastewater by
October 2021

Innovative Sustainability Efforts -
Douglas L. Smith Middle Basin

WASTEWATER MANAGEMENT

Nelson Wastewater Treatment Plant Improvements

- Facility Plan expected to be complete by the end of 2019
- Currently have placeholders in Capital Improvement Plan for:
 - Design engineer selection – 2020
 - Public engagement 2020-2021
 - Alternative delivery contractor selection – 2021/22
 - Construction 2024 – 2029

A hand is shown dropping a clear plastic bottle into a dark blue recycling bin. The bin has a white recycling symbol on it. Several other plastic bottles are already inside the bin. A red banner with white text is overlaid on the right side of the image.

SOLID WASTE MANAGEMENT

SOLID WASTE MANAGEMENT

New Solid Waste Management Plan 2020-2025

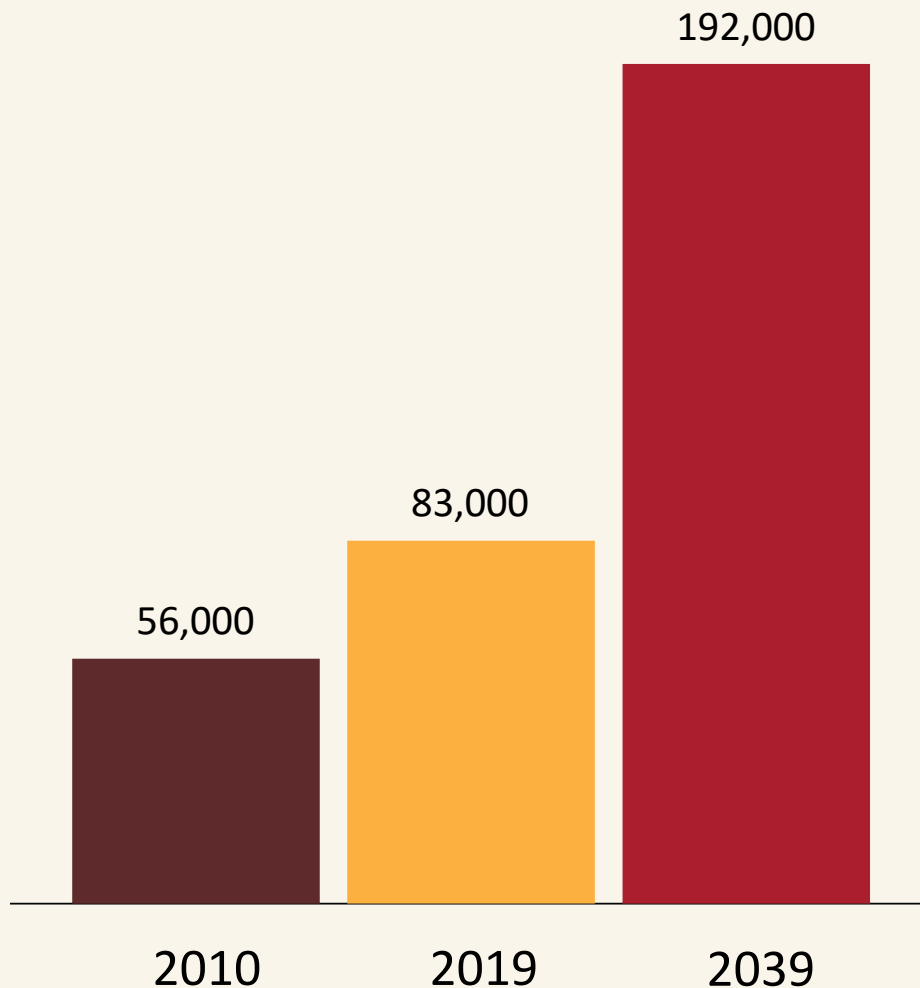
- License commercial hauling companies
- Evaluate organic management infrastructure in Johnson County and region
- Maximize and improve recycling effort
- Encourage food waste diversion at large generators



VULNERABLE POPULATIONS

AGING POPULATION

65+ population,
2010-2039



MENTAL HEALTH & AGING SERVICES

On the horizon

- United Community Services countywide housing study
 - UCS has contacted vendors
 - Idea, proposed scope and estimate shared with city managers
 - Working with UCS on RFP; UCS will issue
 - County will pay 50% of costs, cities will jointly fund the other 50%
- Aging Summit October 21

New Mental Health positions - 2020 Budget

- After hours clinician
- Mobile crisis response team clinician
- Case manager
- Deaf services clinician
- Case managers for Family Focus (2)

9,202
clients
served



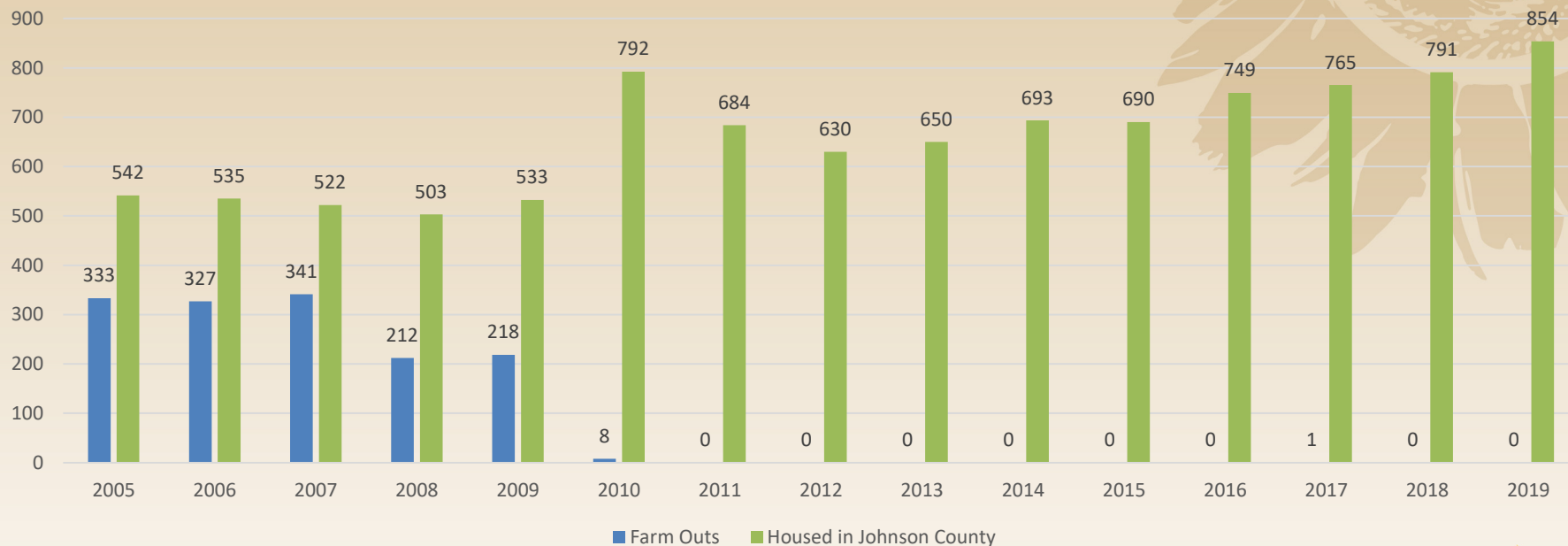
Stepping Up
INNOVATOR COUNTY

29

THE
STEPPINGUP
I N I T I A T I V E

JAIL POPULATION

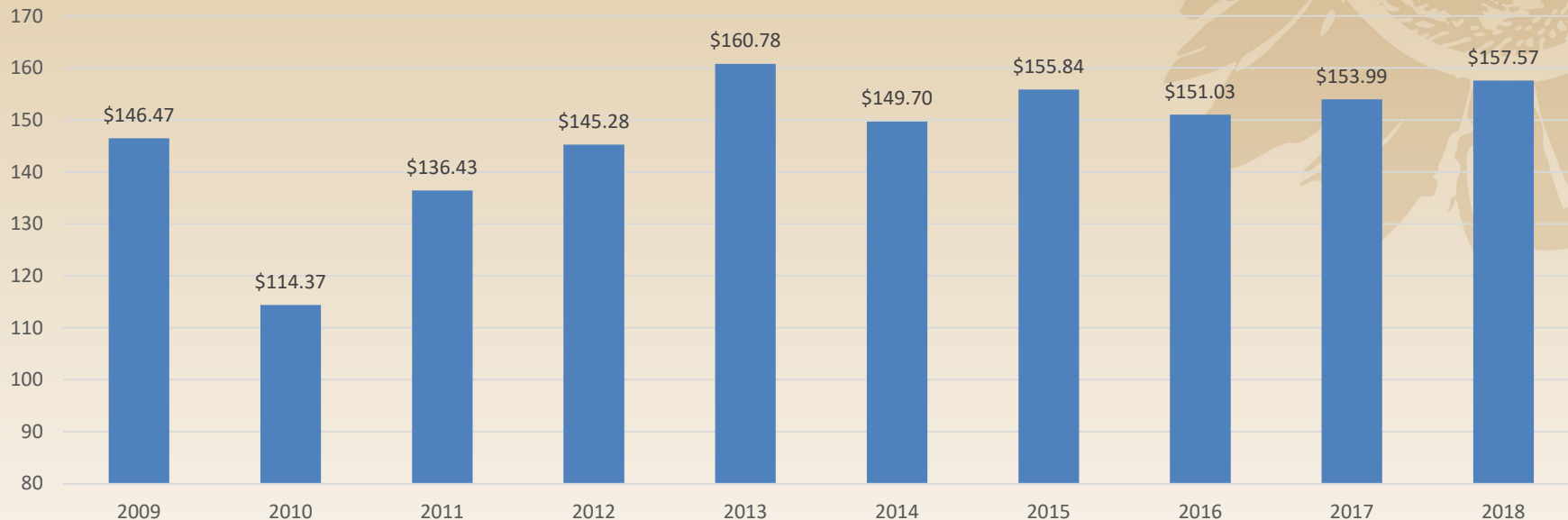
JCADC Average Daily Population



30

JAIL POPULATION

Average cost per day (including farmouts)



JAIL POPULATION

County jail fees across our region

- Johnson County: \$35/day (\$50/day in 2020)
- Miami County: \$40/day
- Jackson County: \$54/day
- Wyandotte County: \$85.75/day
- Douglas County: \$74/day

APPRAISAL CHALLENGES

APPRAISAL CHALLENGES

Recent challenges to the county's appraisal of "big box stores" have the potential to cost local taxing authorities millions in lost revenue. These companies argue that stores should be appraised based on the Dark Store Theory – the value of the building and property if it stood empty.

Board of Tax Appeals (BOTA)

- Best Buy 2016 and 2017
- Home Depot 2016 and 2017
- JC Penney
- Kohl's 2015 - 2017
- Scheel's 2016 and 2017
- Walmart/Sam's 2016 and 2017

Kansas Supreme Court

- Target 2015 and 2016

Kansas Court of Appeals

- Bass Pro 2017
- CVS 2015 and 2016
- Walgreen's 2015 and 2016

Cases stayed at BOTA

- Costco 2016 and 2017
- CVS 2017 and 2018
- Target 2017 and 2018
- Walgreen's 2017 and 2018

APPRAISAL CHALLENGES

BOTA potential revenue loss (2011-2019 appraisal years)

School districts	\$29 million
State	\$14.6 million
Cities	\$13.8 million
County General fund	\$13 million
JoCo Library	\$2.2 million
JoCo Parks	\$2.1 million
Total	\$82 million

SALES TAX UPDATE

Johnson County Countywide Sales Tax 2018 vs 2019 YTD				
County/City	Tax	Jan-Aug 2018	Jan-Aug 2019	% Change
JOCO Local/PS1/PS2	1.000%	\$35,476,571	\$34,601,668	-2.5%
Stormwater	0.100%	\$8,051,166	\$7,858,721	-2.4%
Research Triangle*	0.125%	\$10,063,809	\$9,823,257	-2.4%
JOCO Public Safety 3	0.250%	\$12,648,614	\$12,278,189	-2.9%
Sum	1.475%	\$ 66,240,160	\$ 64,561,835	-2.5%

*Pass through sales tax immediately distributed to the JOCO Education Research Triangle

How can we better work together?



Item Number: Applications/Presentations- A.-2.
Committee 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/12/2019
Submitted By: Staff
Committee/Department: Admin.
Title: **Parks Update**
Item Type: Report

Recommendation:

Jennifer Provyn 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
R Park Sculpture Painting Plan

Type
Cover Memo

Item Number: Mayor's Report- IV.-A.
Committee 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **National Suicide Prevention Awareness Month 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
☐ Suicide Awareness Month 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, 2019, as National Suicide Prevention Awareness Month in the City of Roeland Park.

MIKE KELLY
Mayor

Item Number: New Business- VII.-A.
Committee 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/16/2019
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Photo Contest Winners**
Item Type:

Recommendation:

Recognize the winners of the 2019 photo contest and all of those who submitted photos.

Details:

The City Council wanted to hold a Roeland Park photo contest to build a sense of pride in our community and get great images for the City to use on its website and publications. The Art Committee, members of the Governing Body and City staff selected four winners out of the 27 photo submissions and they are

- First Place - Chelsea Johnston, little boy and leaves
- Second Place - Jaime David, man and dog in the fall
- Third Place - Heather Brantman, mill in the snow
- Fourth Place - Bernadette Lee - Magnolias in the spring

These photos did an excellent job highlighting the four seasons. The City will honor the all of the photo submissions by printing and hanging the photos in the George R. Schlegel Gallery on Friday, December 13th at 6 p.m. All submitters along with their families and friends will be invited to the event to enjoy appetizers and non-alcoholic beverages provided by the City. In January, the contest winners will be given their framed photo to keep. The event is open to the public and the Governing Body and staff are encouraged to attend.

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



Photo Contest Winners

Cover Memo



2019 Photo Contest

First Place –
Chelsea
Johnston



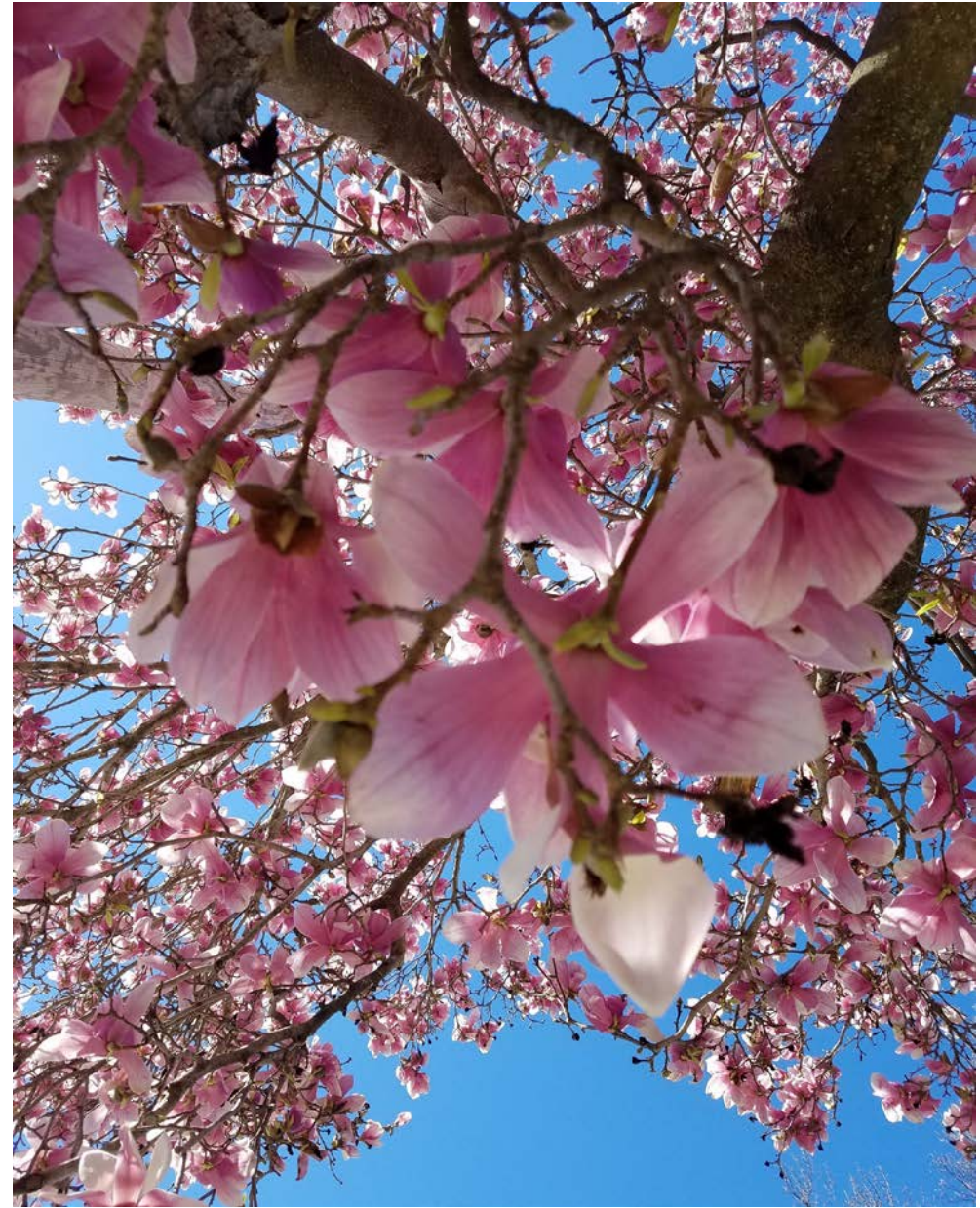
Second Place
– Jaime David



Third Place –
Heather
Brantman



Fourth Place
— Bernadette
Lee





Additional Submissions



Additional Submissions



Additional Submissions

Item Number: New Business- VII.-B.
Committee 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/10/2019
Submitted By:
Committee/Department: Admin.
Title: **Appointment of Joel Marquardt to the Arts Committee and Ad-Hoc Community Center Design Committee**
Item Type: Other

Recommendation:

To approve Joel Marquardt to the Arts Advisory Committee and the Ad-Hoc Community Center Design Committee.

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

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Wed 9/4/2019 4:15 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; Jones-Lacy, Jennifer <jjoneslacy@roelandpark.org>;

Committee Volunteer Form

Date	9/4/2019
First Name	Joel
Last Name	Marquardt
Address	5021 Clark Drive
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	ArchETexture Works
How long have you been a resident of Roeland Park?	15 years
How much time do you have to devote per month?	4 hours
Board & Committee Interest	I have a strong interest in being on the Arts Advisory Committee. I was on the Parks Committee when we started the Art in R Park public Art Committee (and named the program). I was chairing Parks when I requested to break the Arts Committee into a separate one as it was drawing too much time away from Parks, but deserved its own focus. I then chaired the Arts Committee till I ran for Mayor. I also produced or co-produced three pieces of public art for the city probono, including "...Pipe Fusion" at Roe Blvd. and Johnson, the "Nest" in the median on Roe and the "Tibetan TP" at City Hall. Beyond that I have designed different pieces of public art around the City such as the Kansas City Board of Trade "Heartland Harvest" (which was give multiple awards including the National Society for Environmental Graphics (NSEG) National Merit

Award) and the Lenexa Dam and Spillway "Watercycle" which won the National Society on Dams project of the year in 2009 as well as other notoriety. I hope to lend support in many ways, but most importantly in the realm of public art in Roeland Park. We are well positioned to make a disproportionately large contribution to the region as Roe Boulevard is such a major thoroughfare. Thank you for your consideration.

Select a Board or
Committee

Arts

Additional Comments

I don't have an arts specific resume, but would be happy to produce one if desired.

Resume

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Item Number: New Business- VII.-C.
Committee 9/16/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/16/2019
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **Renew Agreement with Gilmore & Bell**
Item Type: Agreement

Recommendation:

Approve renewal of agreement with Gilmore and Bell for continuing disclosure services through June 30, 2024.

Details:

The City's current agreement with Gilmore and Bell to provide post-issuance disclosure compliance on the City's bonds expired at the end of August 2019. The attached agreement would renew this service for another five years at the cost of \$1,750/year for a total of \$8,750 for the full term.

The City is required to provide annual disclosure reports to the Municipal Securities Rulemaking Board (MSRB) via EMMA. Gilmore & Bell, the City's bond council, has performed this service for us since 2011. The City entered a formal agreement with Gilmore & Bell in 2014 when the SEC issued more stringent filing requirements for all disclosures. G&B creates and file the annual report with EMMA.

Financial Impact

Amount of Request: \$1,750/year, \$8,750 for a five year period	
Budgeted Item?	Budgeted Amount: 5209.400, 5209.410, 5209.200
Line Item Code/Description: Professional Services	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Continuing Disclosure Agreement	Cover Memo



2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

September 9, 2019

Jennifer Jones-Lacy
Assistant City Administrator/Finance Director
City of Roeland Park, Kansas
4600 West 51st Street
Roeland Park, Kansas 66205

Re: Disclosure Compliance Services Proposal

Dear Ms. Jones-Lacy:

Gilmore and Bell, P.C. (“**Gilmore & Bell**” or the “**Firm**”) is pleased to submit this post-issuance disclosure compliance services proposal (the “**Engagement**”) to the City of Roeland Park, Kansas (the “**City**”). Our existing engagement with the City to provide disclosure compliance services is set to expire August 30, 2019 by its terms. The purpose of this Engagement is to extend the term for providing disclosure compliance services by Gilmore & Bell to assist the City in meeting its continuing disclosure obligations in accordance with federal securities laws. If the City accepts this Engagement, Gilmore & Bell will perform such services in consideration of the mutual covenants and terms of this Engagement.

SCOPE OF ENGAGEMENT

It is our understanding that the municipal securities listed on **Exhibit A** are the outstanding municipal securities of the City subject to a continuing disclosure undertaking. Gilmore & Bell will assist the City in meeting its continuing disclosure obligations with respect to the municipal securities identified on **Exhibit A** and any municipal securities issued during the term of this Engagement with respect to which the City is an obligated person under a continuing disclosure undertaking (together, the “**Bonds**”) by providing the following services, beginning with the City’s fiscal year ending December 31, 2019:

- Review the continuing disclosure agreements/undertakings for the Bonds (the “Disclosure Agreements”) and determine the operating data and financial information required to be disclosed by the City on an annual basis;
- Provide the City with an annual reminder of the upcoming annual report filing date;
- Provide the City annually with a memorandum listing material events requiring additional disclosure;
- Draft the City’s annual report and assist the City in updating, as of the end of each fiscal year, the appropriate operating data and summary financial information;
- Submit the City’s annual report to the MSRB, via EMMA. If the City’s annual report is not available as of the report filing date, file the appropriate notice required under the Disclosure Agreements; and
- Provide the City confirmation that the annual report has been submitted to the MSRB.

By acceptance of the terms of this Engagement, the City is confirming Gilmore & Bell's appointment as a designated agent for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the City.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the City. Gilmore & Bell is not responsible for the accuracy or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a "due diligence" review of the City, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited Engagement described in this Engagement.

This Engagement does not include a review of the City's past continuing disclosure compliance or preparation or submission of any filings which may have been due prior to this Engagement.

In addition, this Engagement only relates to the City's annual reporting obligations pursuant to contractual obligations of the City. As such, it does not include analysis or advice related to whether an event notice is required to be filed pursuant to the Disclosure Agreements, including materiality analyses.

POINT OF CONTACT

Gilmore & Bell will provide the necessary attorneys, disclosure analysts, legal assistants and administrative support to perform the services under this Engagement. A Gilmore & Bell disclosure analyst will contact the City in advance of the annual filing deadline to begin the process of completing the annual report. Initially, Gilmore & Bell's primary point of contact at the City for this Engagement will be as follows:

Jennifer Jones-Lacy
Telephone: (913) 722-2600
Email: jjoneslacy@roelandpark.org

The City will notify Gilmore & Bell if it wishes to change the primary point of contact for this Engagement.

FEES

Gilmore & Bell's fee for providing the services pursuant to this Engagement is \$1,750 per year (for an aggregate amount of \$8,750 for the five-year contract term). The City may pay the fee annually or may make an advance payment of the full or any remaining aggregate amount upon execution or at any time during the term of this agreement. If paid annually, the annual fee will be payable upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB. If the City pays the aggregate amount upon execution of the proposal, or any remaining aggregate amount at a later date during the contract term, the aggregate fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate fee held as retainer will be earned and disbursed to Gilmore & Bell's general operating account upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB at a rate of \$1,750 per year, unless this Agreement is otherwise terminated by either party as described above. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the State bar association. In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the City's behalf.

FURNISHING OF INFORMATION

Gilmore & Bell will request the information required by the Disclosure Agreement from the City within a reasonable time prior to the filing date and will work closely with the City to gather such information. The City hereby agrees to timely provide all information requested by Gilmore & Bell. In addition, the City acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the Disclosure Agreement, we cannot guarantee that the annual report will be timely filed.

TERM OF ENGAGEMENT; TERMINATION

The initial term of this Engagement shall be from the date below through June 30, 2024. This agreement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this agreement, the City will pay all unpaid fees and expenses for services performed prior to the time of termination.

ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us with respect to this Engagement. Our services pursuant to this Engagement are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this Engagement or any services provided by Gilmore & Bell under this Engagement shall constitute advice to the City with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the City under this Engagement, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the scope of this Engagement so as to make such representations not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this Engagement. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

CONCLUSION

If the foregoing terms are acceptable to the City, please return a signed copy of this Engagement letter to me and retain a copy for your files. The offer to perform the services described in this Engagement expires 60 days from the date first shown above and no Engagement will commence unless and until we receive a copy signed by the City within such timeframe. Thank you again for your interest in our disclosure compliance services and we look forward to working with you.

Very truly yours,



Gina Riekhof

GMR:emw

cc: Bill Burns
Alice Wasson

Acknowledged and Agreed as of _____, 20____.

CITY OF ROELAND PARK, KANSAS

By: _____

Name: _____

Title: _____

EXHIBIT A

LIST OF MUNICIPAL SECURITIES

- \$3,555,000 City of Roeland Park, Kansas Transportation Development District Sales Tax Revenue Bonds (TDD #1 Project), Series 2005
- \$1,090,000 City of Roeland Park, Kansas Transportation Development District Sales Tax Revenue Bonds (TDD #1 Project), Series 2006A
- \$1,690,000 City of Roeland Park, Kansas Transportation Development District Sales Tax Revenue Bonds (TDD #2 Project), Series 2006B
- \$3,345,000 City of Roeland Park, Kansas General Obligation Improvement Bonds, Series 2010-1
- \$1,565,000 City of Roeland Park, Kansas General Obligation Improvement Bonds, Series 2011-2
- \$2,950,000 City of Roeland Park, Kansas General Obligation Refunding and Improvement Bonds, Series 2012-1