

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
June 20, 2016 7:00 PM

Pledge of Allegiance
Roll Call
Modification of Agenda

I. Citizens Comments

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

A. Linda Mau

II. Consent Agenda

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

- A. Appropriation Ordinance # 893
- B. Agreement with CBC for Old Pool Site Marketing
- C. Fireworks Agreement
- D. Skid Steer Purchase

III. Business From the Floor

A. Applications / Presentations

- 1. County Commissioner - Eilert and Otto– New Court House
- 2. Arts Committee Update
- 3. CLK Holdings LLC DBA Mosquito Squad – Home Occupation License
- 4. Roeland Park recognized as a Community for All Ages
- 5. Commerce Bank Update

IV. Mayor's Report

- A. Proclamation Jan Duncan (Michael Poppa and Tim Janssen)

V. Workshop Reports

A. Workshop and Ad Hoc Summary

VI. Reports of City Liaisons

VII. Unfinished Business

VIII. New Business

A. 4937 Parish Re-Plat

B. Appointments to Branding Committee

IX. Ordinances and Resolutions:

X. Reports of City Officials:

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

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

A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a

Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.

2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.

H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Citizens Comments- I.-A.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Linda Mau
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: Consent Agenda- II.-A.
Committee 6/20/2016
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriation Ordinance # 893**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
☐ Appropriation Ordinance # 893	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, May 12, 2016

Appropriation Ordinance - 6/20/2016 - #893

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 20th day of June, 2016.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	655,796.78
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance - 6/20/2016 - #893

Vendor	Dept	Acct #	Description	Invoice Description	Amount	Chk #	Check /EFT	
							Date	
Adorama, Inc.	360	5504.36	Machinery & Auto Equipment	Invoice: 177454701 / cip body cameras	5/26/2016 \$	532.64	65653	5/26/2016
Advance Auto Parts	102	5260.102	Vehicle Maintenace	Invoice: 5128613938988 / chief/escape	5/26/2016 \$	13.79	65654	5/26/2016
Advance Auto Parts	102	5260.102	Vehicle Maintenace	Invoice: 5128614727615 / Unit #27	6/1/2016 \$	33.10	65683	6/1/2016
Airgas USA, LLC	106	5214.106	Other Contracted Services	Invoice: 9936093595 /	5/19/2016 \$	85.84	65639	5/19/2016
Airgas USA, LLC	106	5214.106	Other Contracted Services	Invoice: 9936818556 /	6/15/2016 \$	88.08	65710	6/15/2016
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 511168 /	5/19/2016 \$	7.75	65640	5/19/2016
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 513820 /	5/19/2016 \$	97.19	65640	5/19/2016
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 51114501 /	5/19/2016 \$	7.75	65640	5/19/2016
Alamar Uniforms	102	5308.102	Clothing & Uniforms	Invoice: 514271 /	5/26/2016 \$	133.98	65655	5/26/2016
American Fidelity Assurance Co.	101	2052.101	Supplemental Insuranc Payable	Invoice: 1238816A /	5/26/2016 \$	60.00	65656	5/26/2016
American Fidelity Assurance Co.	101	2052.101	Supplemental Insuranc Payable	Invoice: 1238817A /	6/15/2016 \$	60.00	65711	6/15/2016
American Fidelity Assurance	101	2052.101	Supplemental Insuranc Payable	Invoice: B465788 /	5/26/2016 \$	1,036.42	65657	5/26/2016
Applied Concepts, Inc.	360	5504.36	Machinery & Auto Equipment	Invoice: 288583 / CIP radar	5/26/2016 \$	1,612.50	65658	5/26/2016
ASI	106	5207.106	Medical Expense & Drug Testing	Invoice: 9 /	5/19/2016 \$	124.49	65641	5/19/2016
Bernie Electric Wholesale, Inc.	106	5210.106	Maintenace And Repair Building	Invoice: S100042337001 / ballists for shop li	5/26/2016 \$	28.64	65659	5/26/2016
Black & McDonald	101	5120.101	Street Light Repair & Maintenance	Invoice: 76693009 /	6/15/2016 \$	1,737.40	65712	6/15/2016
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenace	Invoice: 1023369 /	5/19/2016 \$	35.00	65642	5/19/2016
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenace	Invoice: 1023835 / #265	6/9/2016 \$	35.00	65693	6/9/2016
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenace	Invoice: 1023891 /	6/15/2016 \$	255.96	65713	6/15/2016
C & G Rubber Stamp, Inc.	106	5306.106	Materials	Invoice: 112307 /	5/26/2016 \$	108.00	65660	5/26/2016
City Of Lenexa	105	5206.105	Travel Expense & Training	Invoice: 5/20/16 LUNCH /	5/26/2016 \$	18.00	65661	5/26/2016
Columbia Capital Management, LLC	101	5209.101	Professional Services	Invoice: 16430005 /	5/19/2016 \$	562.50	65643	5/19/2016
Consolidated Communications	101	5202.101	Telephone	Invoice: 5/9/16 /	5/19/2016 \$	1,350.71	65644	5/19/2016
Consolidated Communications	101	5202.101	Telephone	Invoice: 6/9/16 /	6/15/2016 \$	1,350.71	65714	6/15/2016
Custom Tree Care, Inc.	104	5214.104	Other Contracted Services	Invoice: 15122 /	5/26/2016 \$	76.00	65662	5/26/2016
Custom Tree Care, Inc.	104	5214.104	Other Contracted Services	Invoice: 15125 /	5/26/2016 \$	76.00	65662	5/26/2016
Custom Tree Care, Inc.	104	5214.104	Other Contracted Services	Invoice: 15123 /	5/26/2016 \$	76.00	65662	5/26/2016
Custom Tree Care, Inc.	104	5214.104	Other Contracted Services	Invoice: 15124 /	5/26/2016 \$	76.00	65662	5/26/2016
Custom Tree Care, Inc.	104	5214.104	Other Contracted Services	Invoice: 15187 /	6/15/2016 \$	95.00	65715	6/15/2016
Custom Tree Care, Inc.	104	5214.104	Other Contracted Services	Invoice: 15188 /	6/15/2016 \$	104.50	65715	6/15/2016
Defensive Edge Trng. & Consulting, Inc	102	5206.102	Travel Expense & Training	Invoice: 1584 /	5/19/2016 \$	395.00	65645	5/19/2016
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	Invoice: KCK48836 /	5/19/2016 \$	149.99	65646	5/19/2016
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	Invoice: 5161612052 /	5/26/2016 \$	357.98	65663	5/26/2016
Eligius Bronze	106	5306.106	Materials	Invoice: 1013511 /	5/26/2016 \$	230.00	65664	5/26/2016
Galls, LLC	102	5307.102	Other Commodities	Invoice: 5490684 /	6/15/2016 \$	83.07	65716	6/15/2016
David J. Grummon, P.A.	103	5209.103	Professional Services	Invoice: 6/8/16 /	6/15/2016 \$	150.00	65717	6/15/2016
Joseph Gutierrez Jr.	101	4215.101	Building Permit	Invoice: 6/16 BLDG PERMIT /	6/15/2016 \$	130.00	65718	6/15/2016
Johnson County Wastewater	101	5198.101	Sewer	Invoice: 5/5/16 MULTIPLE /	5/19/2016 \$	62.07	65647	5/19/2016

Johnson County Wastewater	106	5198.106 Sewer	Invoice: 5/5/16 MULTIPLE /	5/19/2016	\$	219.38	65647	5/19/2016
Johnson County Wastewater	101	5198.101 Sewer	Invoice: 6/2/16 MULTIPLE /	6/15/2016	\$	114.60	65719	6/15/2016
Johnson County Wastewater	106	5198.106 Sewer	Invoice: 6/2/16 MULTIPLE /	6/15/2016	\$	208.69	65719	6/15/2016
Johnson County Park & Recreation Dist.	290	5409.290 Appropriation - Jo Co HR	Invoice: 6/3/16 3RD QTR-50PLU /	6/9/2016	\$	18,750.00	65694	6/9/2016
Ka-Comm., Inc.	360	5504.360 Machinery & Auto Equipment	Invoice: 139192 / computer CIP	5/26/2016	\$	59.92	65665	5/26/2016
Ka-Comm., Inc.	360	5504.360 Machinery & Auto Equipment	Invoice: 139193 / computer CIP	5/26/2016	\$	142.42	65665	5/26/2016
Kansas City Board of Public Utilities	101	5121.101 Franchise Exps/Traffic Signals	Invoice: 2834 5/25/16 /	6/1/2016	\$	29.63	65684	6/1/2016
Kansas City First Aid	102	5211.102 Maintenace & Repair Equipment	Invoice: 3211 /	5/26/2016	\$	118.00	65666	5/26/2016
Kansas City First Aid	102	5207.102 Medical Expense & Drug Testing	Invoice: 3273 /	6/15/2016	\$	24.40	65720	6/15/2016
Kansas City First Aid	106	5207.106 Medical Expense & Drug Testing	Invoice: 3262 /	6/15/2016	\$	9.20	65720	6/15/2016
KCP & L	106	5201.106 Electric	Invoice: 1275 5/5/16 /	5/19/2016	\$	1,625.71	65648	5/19/2016
KCP & L	101	5201.101 Electric	Invoice: 5/26/16 MULTIPLE /	6/1/2016	\$	3,493.12	65685	6/1/2016
KCP & L	106	5201.106 Electric	Invoice: 5/26/16 MULTIPLE /	6/1/2016	\$	980.78	65685	6/1/2016
KCP & L	106	5201.106 Electric	Invoice: 1275 6/6/16 / streetlights	6/15/2016	\$	1,697.34	65721	6/15/2016
Kansas Gas Service	101	5199.101 Natural Gas	Invoice: 1745/7836 5/13/16 /	5/26/2016	\$	82.88	65667	5/26/2016
Kansas Gas Service	106	5199.106 Natural Gas	Invoice: 1745/7836 5/13/16 /	5/26/2016	\$	76.47	65667	5/26/2016
Kiesler's Police Supply, Inc.	360	5504.36 Machinery & Auto Equipment	Invoice: 796610 / CIP	6/9/2016	\$	2,278.00	65695	6/9/2016
Kansas Heavy Construction	270	5456.27 CARS Projects	Invoice: 3200011137 /	5/26/2016	\$	74,264.00	65668	5/26/2016
Kansas Judicial Council	103	5405.103 Dues, Subscriptions & Books	Invoice: 35790 /	5/26/2016	\$	255.00	65669	5/26/2016
Kansas One-Call System, Inc.	101	5120.101 Street Light Repair & Maintenance	Invoice: 6050440 /	6/15/2016	\$	140.00	65722	6/15/2016
Kansas State Treasurer	103	5228.103 Fees Due State of Kansas	Invoice: 5/16 COURT REVENUE /	6/9/2016	\$	2,278.00	65696	6/9/2016
K&W Underground, Inc.	300	5501.3 Park Maint/Infrastructure	Invoice: G167019 /	6/15/2016	\$	2,700.00	65723	6/15/2016
Landscape Forms, Inc.	101	5817.101 RP Community Foundation Grant Expense	Invoice: 81699 /	5/26/2016	\$	705.00	65670	5/26/2016
The Legal Record	101	5204.101 Legal Printing	Invoice: L60854 /	6/1/2016	\$	31.79	65686	6/1/2016
The Legal Record	101	5204.101 Legal Printing	Invoice: L60855 /	6/1/2016	\$	46.49	65686	6/1/2016
Jose Leon	106	5206.106 Travel Expense & Training	Invoice: 6/8/16 APWA LUNCH /	6/15/2016	\$	20.00	65724	6/15/2016
Lowe's Business Acct./GEMB	101	5210.101 Maintenace & Repair Building	Invoice: 1760 6/12/16 /	5/26/2016	\$	31.13	65671	5/26/2016
Lowe's Business Acct./GEMB	101	5210.101 Maintenace & Repair Building	Invoice: 1760 6/12/16 /	5/26/2016	\$	(2.69)	65671	5/26/2016
Lowe's Business Acct./GEMB	290	5210.29 Maintenace And Repair Building	Invoice: 1760 6/12/16 /	5/26/2016	\$	9.48	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5211.106 Maintenace & Repair Equipment	Invoice: 1760 6/12/16 /	5/26/2016	\$	12.58	65671	5/26/2016
Lowe's Business Acct./GEMB	102	5260.102 Vehicle Maintenance	Invoice: 1760 6/12/16 /	5/26/2016	\$	3.77	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5304.106 Janitorial Supplies	Invoice: 1760 6/12/16 /	5/26/2016	\$	13.26	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 6/12/16 /	5/26/2016	\$	45.25	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 6/12/16 /	5/26/2016	\$	9.48	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5306.106 Materials	Invoice: 1760 6/12/16 /	5/26/2016	\$	68.70	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5318.106 Tools	Invoice: 1760 6/12/16 /	5/26/2016	\$	65.55	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5320.106 Grounds Maintenance	Invoice: 1760 6/12/16 /	5/26/2016	\$	18.92	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5320.106 Grounds Maintenance	Invoice: 1760 6/12/16 /	5/26/2016	\$	24.68	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5320.106 Grounds Maintenance	Invoice: 1760 6/12/16 /	5/26/2016	\$	80.71	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5320.106 Grounds Maintenance	Invoice: 1760 6/12/16 /	5/26/2016	\$	6.40	65671	5/26/2016
Lowe's Business Acct./GEMB	106	5408.106 Miscellaneous Charges	Invoice: 1760 6/12/16 /	5/26/2016	\$	(32.57)	65671	5/26/2016

Lowe's Business Acct./GEMB	270	5438.27 In-house Street Maintenance	Invoice: 1760 6/12/16 /	5/26/2016	\$	199.20	65671	5/26/2016
Lowe's Business Acct./GEMB	270	5438.27 In-house Street Maintenance	Invoice: 1760 6/12/16 /	5/26/2016	\$	132.80	65671	5/26/2016
Lowe's Business Acct./GEMB	290	5523.29 Grounds Improvements	Invoice: 1760 6/12/16 /	5/26/2016	\$	18.96	65671	5/26/2016
Lowe's Business Acct./GEMB	290	5523.29 Grounds Improvements	Invoice: 1760 6/12/16 /	5/26/2016	\$	123.50	65671	5/26/2016
Lowe's Business Acct./GEMB	290	5523.29 Grounds Improvements	Invoice: 1760 6/12/16 /	5/26/2016	\$	128.07	65671	5/26/2016
Lowe's Business Acct./GEMB	290	5523.29 Grounds Improvements	Invoice: 1760 6/12/16 /	5/26/2016	\$	37.92	65671	5/26/2016
Lynn Peavey Company	102	5307.102 Other Commodities	Invoice: 318484 /	6/9/2016	\$	35.90	65697	6/9/2016
MARC	105	5405.105 Dues, Subscriptions & Books	Invoice: GI0006826 /	6/9/2016	\$	500.00	65698	6/9/2016
Venessa Maxwell-Lopez	103	5209.103 Professional Services	Invoice: 5/20/16 /	5/26/2016	\$	150.00	65672	5/26/2016
Midwest Glass & Glazing	101	5210.101 Maintenace & Repair Building	Invoice: S4563 /	6/9/2016	\$	425.00	65699	6/9/2016
Midwest Public Risk	107	5126.107 Health Insurance	Invoice: B01Q9F /	6/1/2016	\$	26,832.50	65687	6/1/2016
Moss Printing	106	5306.106 Materials	Invoice: 6930 /	6/15/2016	\$	96.00	65725	6/15/2016
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 5/19/16 PAYROLL /	5/19/2016	\$	1,255.99	65649	5/19/2016
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 6/6/16 PAYROLL /	6/1/2016	\$	1,367.31	65688	6/1/2016
Nationwide Retirement Solutions	101	2060.101 Section 457 Employee Payable	Invoice: 6/16/16 PAYROLL /	6/15/2016	\$	1,200.48	65726	6/15/2016
Northeast Johnson Cty. Chamber of Cor	105	5206.105 Travel Expense & Training	Invoice: 20355 /	6/9/2016	\$	35.00	65700	6/9/2016
Northeast Johnson Cty. Chamber of Cor	108	5206.108 Travel Expense & Training	Invoice: 20438 /	6/9/2016	\$	15.00	65700	6/9/2016
Northeast Johnson Cty. Chamber of Cor	108	5206.108 Travel Expense & Training	Invoice: 20355 /	6/9/2016	\$	105.00	65700	6/9/2016
Next To Nature Landscape, LLC	106	5214.106 Other Contracted Services	Invoice: 34910 /	6/15/2016	\$	3,944.00	65727	6/15/2016
Phoenix Concrete & Underground, LLC	270	5456.27 CARS Projects	Invoice: 130099130 /	5/26/2016	\$	225,575.99	65673	5/26/2016
Purchase Power	101	5205.101 Postage & Mailing Permits	Invoice: 5/20/16 /	6/1/2016	\$	639.85	65689	6/1/2016
Michael Poppa	101	5510.101 Community Events	Invoice: 5/17/16 EXP /	6/1/2016	\$	28.98	65690	6/1/2016
Michael Poppa	101	5510.101 Community Events	CK32167 Invoice: 6/4-6/5/16 EXP /	6/9/2016	\$	550.00	32167	6/9/2016
Praxair Distribution Inc	106	5214.106 Other Contracted Services	Invoice: 73252896 /	6/9/2016	\$	25.85	65701	6/9/2016
Balls Food Stores	102	5301.102 Office Supplies	Invoice: 634985 /	6/15/2016	\$	17.98	65728	6/15/2016
Balls Food Stores	101	5408.101 Miscellaneous Charges	Invoice: 634986 /	6/15/2016	\$	57.38	65728	6/15/2016
Principal Life	107	5130.107 City Paid Life Insurance	Invoice: 5/17/16 /	5/26/2016	\$	793.83	65674	5/26/2016
ProShred of Kansas City	102	5214.102 Other Contracted Services	Invoice: 100105993 /	6/9/2016	\$	22.50	65702	6/9/2016
ProShred of Kansas City	105	5214.105 Other Contracted Services	Invoice: 100105993 /	6/9/2016	\$	22.50	65702	6/9/2016
Wex Bank	102	5302.102 Motor Fuels & Lubricants	CK32166 Invoice: 45677589 /	6/2/2016	\$	1,760.95	32166	6/2/2016
Rejis Commission	102	5214.102 Other Contracted Services	Invoice: INV0048318 /	5/26/2016	\$	204.20	65675	5/26/2016
David Richards	101	4245.101 Cereal Malt Beverage License	Invoice: 98745 COURT PMT /	6/9/2016	\$	100.00	65703	6/9/2016
Riteway Maintenance & Supply, LLC	101	5214.101 Other Contracted Services	Invoice: 15246 /	6/9/2016	\$	910.00	65704	6/9/2016
Roeland Park Community Foundation	108	5103.108 Salaries - Elected Officials	Invoice: CKJUN /	6/1/2016	\$	60.00	65681	6/1/2016
George Schlegel	101	5230.101 Art Commissioner	Invoice: CHECKJUN /	6/1/2016	\$	100.00	65682	6/1/2016
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 13009901028 /	5/26/2016	\$	1,849.02	65676	5/26/2016
Shafer, Kline & Warren, Inc.	270	5209.27 Professional Services	Invoice: 1300992506 /	5/26/2016	\$	1,020.00	65676	5/26/2016
Shafer, Kline & Warren, Inc.	510	5209.51 Professional Services	Invoice: 1300992207 /	5/26/2016	\$	1,190.00	65676	5/26/2016
Shafer, Kline & Warren, Inc.	450	5214.45 Other Contracted Services	Invoice: 1300992301 /	5/26/2016	\$	3,310.00	65676	5/26/2016
Shafer, Kline & Warren, Inc.	300	5221.3 Contract Street Maintenance	Invoice: 1300992803 /	5/26/2016	\$	500.00	65676	5/26/2016
Shafer, Kline & Warren, Inc.	300	5221.3 Contract Street Maintenance	Invoice: 1300992903 /	5/26/2016	\$	298.35	65676	5/26/2016

Shafer, Kline & Warren, Inc.	300	5221.3 Contract Street Maintenance	Invoice: 1300993203 /	5/26/2016	\$	125.00	65676	5/26/2016
Shafer, Kline & Warren, Inc.	270	5456.27 CARS Projects	Invoice: 13009913011 /	5/26/2016	\$	6,730.47	65676	5/26/2016
Shafer, Kline & Warren, Inc.	270	5456.27 CARS Projects	Invoice: 1300992406 /	5/26/2016	\$	6,963.52	65676	5/26/2016
Shafer, Kline & Warren, Inc.	270	5456.27 CARS Projects	Invoice: 13009905012 /	5/26/2016	\$	415.00	65676	5/26/2016
Shafer, Kline & Warren, Inc.	300	5469.3 Stormwater Maintenance	Invoice: 1300992008 /	5/26/2016	\$	187.50	65676	5/26/2016
Shawnee Mission Ford, Inc.	360	5504.36 Machinery & Auto Equipment	CK32165 Invoice: 5/19/2016 /	5/19/2016	\$	21,441.00	32165	5/19/2016
Sprint	102	5202.102 Telephone	Invoice: 503261523146 /	5/19/2016	\$	5.60	65650	5/19/2016
Staples Advantage	101	5301.101 Office Supplies	Invoice: 8039338648 /	6/1/2016	\$	315.34	65691	6/1/2016
Stinson Leonard Street	101	5215.101 City Attorney	Invoice: 40000473-478 /	5/26/2016	\$	4,542.26	65677	5/26/2016
Strasser True Value	106	5318.106 Tools	Invoice: 4/25/16 STMT /	5/19/2016	\$	34.92	65651	5/19/2016
Doug Thorell	106	5408.106 Miscellaneous Charges	Invoice: 5/20/16 PRICE CHOPPE /	6/9/2016	\$	28.22	65705	6/9/2016
US BANK	104	5206.104 Travel Expense & Training	Invoice: BOHON 5/25/16 /	6/9/2016	\$	12.97	65706	6/9/2016
US BANK	105	5206.105 Travel Expense & Training	Invoice: JONES-LACY 5/25/16 /	6/9/2016	\$	329.66	65706	6/9/2016
US BANK	105	5206.105 Travel Expense & Training	Invoice: MOODY 5/25/16 /	6/9/2016	\$	42.00	65706	6/9/2016

\$ 655,796.78

Item Number: Consent Agenda- II.-B.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 6/1/2016
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Agreement with CBC for Old Pool Site Marketing**
Item Type: Agreement

Recommendation:

Staff recommends approval.

Details:

The attached agreement has been reviewed by the Development Committee, Staff, CBC and the City Attorney. The City Attorney approves the form and finds the terms are consistent with the market. CBC is agreeable to the terms as is staff.

Payment is performance based, with payment occurring at the execution of land sale/lease and development agreement. The proceeds from the sale/lease of land will be used to pay the fees provided for in the agreement. The fee is based on percentage of land sale/lease value and value of improvements added to the site (buildings/parking), therefore it is designed to encourage CBC to seek greater value, a common goal with the City.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 CBC Marketing Agreement	Cover Memo

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into as of the ____ day of _____ 2016 (the "Effective Date"), by and between CBC REAL ESTATE GROUP, LLC, a Missouri corporation ("Consultant"), and the City of Roeland Park, Kansas ("City"), and sets forth the terms and conditions whereby Consultant shall provide services to City related to City's Phase 1 – Marketing the Sale of the Old Pool/Cave Site located at 4800 Roe Lane (the "Site") and Phase 2 – Providing consulting services on the drafting and execution of a Development Agreement between the City and Purchaser, both of which are fully described in Exhibit A - Project (the "Project").

ARTICLE 1 –TERM OF AGREEMENT.

The parties acknowledge that the Services provided under this agreement were well under way and notwithstanding the term of this Agreement shall begin as of the Effective Date and shall continue in force until completion of the Services set forth in Exhibit B - Scope of Services (the "Services").

ARTICLE 2 – SCOPE OF SERVICES.

Consultant shall provide the Services described in Exhibit B - Scope of Services. In the event City or the Consultant determines that a material increase in the Services is warranted, the parties shall review the scope, mutually agree on the adjustment and execute a Change Order, specifying the change in the Scope of Services and other provisions of this Agreement, including term and additional compensation.

ARTICLE 3 – COMPENSATION.

City shall pay Consultant for Services rendered pursuant to this Agreement in accordance with Exhibit C - Compensation. Consultant shall also be reimbursed for all reasonable direct out-of-pocket expenses such as printing, postage, and travel incurred by Consultant in performing the Services, at cost. Consultant shall request pre-approval from City for individual direct out of pocket expenses in excess of \$300. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the term of the Agreement shall create no legal obligation on the part of City. This Agreement shall be construed and interpreted so as to ensure that City shall at all times stay in conformity with such laws and, as a condition of this Agreement, City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of

such law. City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during City's current budget year or (b) funds made available from any lawfully operated revenue producing source.

ARTICLE 4 – SCHEDULE and TERM.

Consultant shall use its reasonable efforts to perform the Phase 1 Services within the time frames set forth in Exhibit D - Schedule.

ARTICLE 5 – RESPONSIBILITIES.

City shall be responsible for all matters described below:

- a. Place at Consultant's disposal, in a timely manner, all available information and documentation pertinent to the Project as may reasonably be requested by Consultant in the performance of the Services.
- b. Give prompt notice to Consultant of any matters of which City becomes aware that may affect the Services of Consultant or any deficiency or perceived deficiency in the Consultant's performance of the Services.
- c. Provide comprehensive general liability insurance covering the Project, and naming Consultant as an additional insured, with combined single limits per occurrence of not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000.00) general annual aggregate.

ARTICLE 6 – STANDARD OF CARE.

Consultant shall exercise that degree of care, expertise, skill and diligence in the performance of the Services as possessed and exercised by other persons providing the same type of real estate consulting services, under similar circumstances.

ARTICLE 7 – INDEMNIFICATION AND LIABILITY.

General; Limitation. City stipulates and agrees that neither Consultant nor any of its employees or agents shall bear any liability or responsibility with respect to any environmental, geo-technical or any other physical characteristic of the Site or any zoning or other legal characteristic of the Site.

Indemnification. Subject to the limits set forth below, Consultant agrees to indemnify and hold City harmless from and against all losses, damages, costs

and expenses incurred by City, if and to the extent such losses, damages, costs or expenses are caused by Consultant's gross negligence or willful misconduct in performing or failing to perform the Services; provided, however, that Consultant shall have no obligation to indemnify and hold City harmless from and against, but rather City shall indemnify and hold Consultant harmless from and against, any loss, damage, cost or expense caused by the gross negligence or willful misconduct of City, its agents or its other consultants; PROVIDED, however, that the parties agree that the City shall have no obligation to indemnify Consultant for acts for which the City would otherwise be immune under the Kansas Tort Claims Act (K.S.A. 75-6104 et seq.), and amendments thereto, nor will the indemnity obligations set forth herein act as a waiver of the City's protections under such provisions, and further that any liability of the City shall be subject to the liability limitations under K.S.A. 75-6105, and amendments thereto. Additionally, and notwithstanding anything set forth herein to the contrary, the parties specifically agree that the terms of this section, and the terms of this Agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.), and amendments thereto, and the Kansas Budget Law (K.S.A. 75-2935 et seq.), and amendments thereto. In the event losses, damages, costs or expenses are caused by the joint or concurrent gross negligence or willful misconduct of Consultant and City, they shall be borne by each party in proportion to its own gross negligence or willful misconduct.

Limitation of Aggregate Liability. The total aggregate liability of Consultant to City for all losses, damages, costs and expenses resulting in any way from the performance of, or failure to perform, the Services shall not exceed the total compensation actually received by Consultant for Services under this Agreement. Consultant shall not be liable to City for any incidental or consequential damages resulting in any way from Consultant's performance of, or failure to perform, the Services.

Limitations of Responsibility. Consultant shall not be responsible for: (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Exhibit B.

Survival. The terms and conditions of this Article 7 shall survive completion of the Services or any termination of this Agreement.

ARTICLE 8 – INSURANCE.

During the term of this Agreement, Consultant shall maintain the following insurance:

- a. Comprehensive General Liability Insurance, with a combined single limit of \$1,000,000.00.
- b. Automobile Liability Insurance, with a combined single limit of \$1,000,000.00.
- c. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000.00 for each occurrence.
- d. Professional Liability Insurance, with a limit of \$1,000,000.00 annual aggregate.

Consultant shall furnish to City certificates of insurance which shall name City as an additional insured and include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City. City shall require all other Project consultant or contractors to include City and Consultant as additional insureds on their Comprehensive General Liability and Automobile Liability insurance policies, and to indemnify both City and Consultant, each to the same extent as set forth above.

Consultant and City waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in or relate to any construction constituting part of the Project, a similar provision shall be incorporated into all construction contracts entered into by City and shall protect City and Consultant to the same extent.

ARTICLE 9 – RELATIONSHIP.

It is the intent of the parties that Consultant shall be an independent contractor in its capacity hereunder. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by Consultant are employees of City and that no right of City's civil service, retirement, or personnel rules accrue to such persons. City shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by City to Consultant.

ARTICLE 10 – TERMINATION AND SUSPENSION.

Either party may, upon giving fifteen (15) business days prior written notice identifying the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, including, without limitation, any representation or warranty contained herein, provided the breaching party shall not have cured or is in the active process of curing such breach within such fifteen (15) business day period. In the event of such termination, City shall pay the Consultant for all Services rendered and expenses incurred by the Consultant up to and including the date of termination; however, City may within reason, withhold from amounts due Consultant such sums as City deems to be necessary to protect City against loss caused by Consultant because of any default.

In addition to the foregoing, the following acts committed by Consultant will constitute a substantial breach of this Agreement and may result in termination of this Agreement:

- (a) If Consultant is adjudged bankrupt or insolvent;
- (b) If Consultant makes a general assignment for the benefit of its creditors;
- (c) If a trustee or receiver is appointed for Consultant or any of its property;
- (d) If Consultant files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- (e) If Consultant repeatedly fails to supply sufficient Services.

ARTICLE 11 – TERMINATION FOR CONVENIENCE

City may, when the interests of City so require, terminate this Agreement in whole or in part, for the convenience of City. City shall give written notice of the termination to Consultant specifying the part of the Agreement terminated and when termination becomes effective. Consultant shall incur no further obligations in connection with the terminated Services and on the date set in the notice of termination, Consultant will stop Services to the extent specified. City shall pay Consultant the following amounts:

- (a) All costs and expenses incurred by Consultant for Services accepted by City prior to Consultant's receipt of the notice of termination, plus a reasonable profit for the Services; and

(b) All costs and expenses incurred by Consultant for Services not yet accepted by City but performed by Consultant prior to receipt of the notice of termination, plus a reasonable profit for the Services.

(c) Any compensation for Phase 1 or Phase 2 services on active transaction which are consummated or contracted within eighteen (18) months after the receipt of the notice of termination.

Anticipatory profit for Services not performed by Consultant shall not be allowed.

ARTICLE 12 – WAIVER OF BREACH.

The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

ARTICLE 13 – NOTICES.

Any notice, approval or other communication between City and Consultant pursuant to this Agreement shall be made in writing:

City:

CITY OF ROELAND PARK, KANSAS
4600 W. 51st Street
Roeland Park, Kansas 666205
Attn: Keith Moody

With a copy to:

STINSON LEONARD STREET LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Attn: Neil Shortlidge

Consultant:

CBC REAL ESTATE GROUP, LLC
4706 Broadway, #240
Kansas City, Missouri 64112
Attn: William F. Crandall

ARTICLE 14 – DISPUTES.

Each party agrees to appoint a Project Manager to act as liaison with the other party with respect to this Agreement. In the event of a dispute between

City and Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior executive officer to meet with a senior executive officer from the other party in an effort to resolve the dispute by direct negotiation or mediation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 15 – ENTIRE AGREEMENT; GOVERNING LAW.

This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. Neither party has made any oral or side agreements or representations not contained in this Agreement. This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Kansas.

ARTICLE 16– ASSIGNMENT.

Neither City nor Consultant shall sell, transfer, assign or otherwise dispose of any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in performance of the Services.

ARTICLE 17 – AUTHORITY TO CONTRACT.

Consultant represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

ARTICLE 18 – COMPLIANCE WITH LAW.

Consultant shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referred to in this Agreement.

ARTICLE 19 – LICENSES AND PERMITS.

Consultant shall maintain all licenses, permits, and certifications required by federal, state, or local authority for carrying out this Agreement. Consultant shall notify City immediately if any required license, permit, or certification is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by City in its discretion.

ARTICLE 20 – DISCRIMINATION IN DELIVERY OF SERVICES PROHIBITED.

During the performance of this Agreement, Consultant shall deny none of the benefits of the Services to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

ARTICLE 21 – EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

(a) Consultant shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq. and amendments thereto, and Chapter V, Article 12 of the Code of the City of Roeland Park, Kansas, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.

(b) Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of this nondiscrimination clause.

(c) Consultant, in all solicitations or advertisements for employees placed by or on behalf of Consultant, will include the phrase "equal opportunity employer" or state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

(d) Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding on any subcontractors.

(e) If Consultant fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in

whole or in part, and Consultant may be declared ineligible for any further City contracts for a period of up to one (1) year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this Article 17, Consultant shall have no claims for damages against City on account of such termination, cancelation, or suspension or declaration of ineligibility.

(f) Consultant shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by City.

(g) Consultant, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

(h) The provisions of this section shall not apply if Consultant or any subcontractor:

(1) Employs fewer than four (4) employees during the term of this Agreement; or

(2) Whose contracts with City letting such contract cumulatively total Five Thousand Dollars and 00/100 (\$5,000.00) or less during City's fiscal year.

ARTICLE 22 – AVAILABILITY OF RECORDS AND AUDIT.

Consultant agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the Services provided under this Agreement (collectively, "Records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. Upon request by City, Consultant agrees to make available at the offices of City any of the Records for inspection, audit, or reproduction by any authorized representative of City. Except for documentary evidence delivered to the offices of City, Consultant shall make available to persons designated by City the Records for a period of three (3) years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

ARTICLE 23 – SEVERABILITY.

If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the Agreement will remain valid and enforceable.

ARTICLE 24 – EXHIBITS

The following Exhibits are attached hereto and are hereby incorporated into this Agreement by this reference:

Exhibit A	Project
Exhibit B	Scope of Services
Exhibit C	Compensation
Exhibit D	Schedule

IN WITNESS WHEREOF, Consultant and City have executed this Agreement as of the Effective Date.

“CONSULTANT”

“CITY”

CBC REAL ESTATE GROUP, LLC

CITY OF ROELAND PARK, KANSAS

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A – PROJECT DESCRIPTION

Phase 1 – Marketing and Sale of Old Pool/Cave Site – 4800 Roe Lane

The City seeks to have the Subject Property, “Old Pool/Cave Site” located at 4800 Roe Lane marketed for sale and/or lease. The City has approved three potential development scenarios and intends the marketing of the site to reflect achieving these scenarios.

Phase 2 – Development Agreement

The City seeks to have Consultant provide guidance on the drafting and negotiation of a Development Agreement between the City and prospective buyer that will set the terms for the use of incentives (designed tax increment finance dollars) and approved commercial uses for the site.

Exhibit B - CONSULTANT’S SERVICES

Phase 1 – Marketing and Sale of Old Pool/Cave Site – 4800 Roe Lane

Consultant shall create a marketing package for the property in order to promote the project to real estate brokers, developers and end-users. The goal of the Consultant is to obtain Letters of Intent from prospective buyers and proceed with negotiating a land sale or ground lease and ultimately execute a Purchase/Sale Agreement or Ground Lease that outlines the specific property to be conveyed in the transaction, the price per land square foot, designated periods for Buyer Due Diligence and Public Approvals period. Furthermore, Consultant shall be Buyer’s designated contact during Due Diligence Period and is responsible for ensuring a timely closing.

Phase 2 – Development Agreement

1. Draft the form Development Agreement between the purchaser(s) of the subject property and the City that will address the following:
 - a. Detailed outline of allowable commercial uses
 - b. Use of Incentives (Tax Increment Financing)
 - c. Schedule for Due Diligence, Land Purchase, Construction and Opening.
 - d. Annual Operating Schedule (Days/Times of Operation and seasonal adjustments).

Exhibit C – COMPENSATION

Phase 1 – Marketing and Sale of the Old Pool/Cave Site – 4800 Roe Lane

Consultant shall provide services listed in Exhibit B – Services, Phase 1 for a fee equal to 4.00% of the total sale price, assuming a market rate transaction/value (with no cooperating broker; 3.00% fee with cooperating broker). In the case of a ground lease scenario, the Consultant shall receive a 6.00% fee (with no cooperating broker) on the gross income of the ground lease. In the event the 6.00% fee on a ground lease exceeds the amount of revenue to the City from the first year of the lease, the City has until the end of the second lease year to pay the fee in full.

Phase 2 – Development Agreement

Consultant shall provide services listed in Exhibit B – Services, Phase 2 for a fee of 2.50% of the value of the public and private investment, exclusive of the land cost to be paid 50% upon closing of the property and 50% upon completion of the project or one year from closing, whichever is earlier to be paid by the City out of the proceeds of land sale. This scope of service is only applicable if a third party is utilizing public incentives and a Development Agreement is required. If no public incentive is being utilized by a third party and no Development Agreement is required, then Consultant shall not perform this service.

Exhibit D - SCHEDULE

Phase 1 & 2 – Marketing and Sale / Development Agreement

The schedule shown below is intended to serve as a guide for key benchmarks to sell/lease the entire 7.3 acre site, notwithstanding current prospects and the potential for an accelerated schedule for sale/lease of a portion of the site.

Prospecting for Buyers	Ongoing
Prospecting/LOI Negotiations	May – September 2016
LOI Execution:	October 2016
Execute Purchase/Sale Agreement:	October 2016
Buyer's Due Diligence Period:	October - January 2017
Negotiate Development Agreement:	October – January 2017
Closing:	February 2017

Item Number: Consent Agenda- II.-C.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 6/2/2016
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Fireworks Agreement**
Item Type: Agreement

Recommendation:

To approve agreement with Aerial FX, Inc for the July 3, 2016 fireworks display at a cost not to exceed \$7,000.00

Details:

The City of Fairway has negotiated a contract agreement with Aerial FX, Inc for their fireworks display services to take place on July 3, 2016 in Roeland Park. Although this agreement cost \$7,000.00 in total, the City of Roeland Park will only need to pay \$2,000.00 toward the total cost.

As noted, the event will take place on Sunday, July 3rd, 2016 at Bishop Miede baseball stadium and begin at approximately at 9:30pm, weather permitting. In the event that weather becomes an issue to cancel the event, the back up date for the fireworks display is Friday, July 8, 2016 as per the agreement.

Financial Impact

Amount of Request: \$2,000.00	
Budgeted Item?	Budgeted Amount: \$2,500.00
Line Item Code/Description: 5511.101	

Additional Information

ATTACHMENTS:

Description	Type
 Agreement with Aerial FX, Inc.	Backup Material

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between **Aerial FX, Inc.**, having its principal place of business at 121 SE Turner Rd., St. Joseph, MO, 64504 hereinafter referred to as Seller, and **CITY OF WESTWOOD, KANSAS, CITY OF ROELAND PARK, KANSAS & CITY OF FAIRWAY, KANSAS**, hereinafter referred to as the Buyer.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$7,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A", including the services of the Seller's Pyrotechnician to take charge of and fire the display on the evening of **JULY 3, 2016**, at approximately **9:30 p.m.**, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties.

2. The Buyer shall pay to the Seller the sum of **\$0.00** as a down payment upon execution of this Agreement. The balance of **\$7,000.00** shall be due and payable in full within thirty (30) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within the thirty (30) days from the date of the show.

3. If there is a one (1) hour or more delay in firing the fireworks for any reason other than weather, the Buyer agrees to compensate the Pyrotechnician at the rate of **\$0.00** per hour or fractional part of an hour.

4. Should inclement weather prevent the firing of the display on the date and time mentioned herein, the Buyer's representative(s) may grant a delay of approximately one (1) hour before the parties agree to postpone the show and move it to a mutually convenient rain date of **July 8, 2016**. The determination to cancel the fireworks display on any given evening because of inclement weather or unsafe weather conditions shall be made by the Seller in consultation and with the consent of the Buyer. Provided that the Seller has arrived on site and has begun setting up the display, if the Parties cannot reach an agreement regarding the display and inclement weather, the display will be postponed and the seller shall receive not more than \$700.00 in compensation. If the Buyer postpones or cancels the display prior to Seller arriving on site and assembling the display, there will be no charge for rescheduling. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall receive a cancellation fee of 25% or \$1,750.00.

5. Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$5,000,000.00, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer a certificate of insurance naming the Buyer as an insured party, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Seller. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller. Such insurance shall be obtained from an insurance provider authorized to provide the nature and type of insurance coverage referenced within this agreement by the State of Kansas. The Seller agrees to provide insurance certificates verifying the requested coverage's to the following parties and listing each party as an additional insured and certificate holder:

City of Fairway, KS
4210 Shawnee Mission Parkway, Suite 100, Fairway, KS 66205

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

City of Westwood, KS
4700 Rainbow, Westwood, KS 66205

Bishop Miege High School
5041 Reinhardt Drive, Shawnee Mission, KS 66205

St. Agnes Catholic Church
5250 Mission Road, Roeland Park, KS 66205

Archdiocese of Kansas City in Kansas
12615 Parallel Parkway, Kansas City, Kansas 66109

6. The Seller agrees to indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer and/or any negligent or tortious acts of Seller or Seller's agents, employees or representatives. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

7. The Parties hereby agree that the Buyer shall have no obligation to indemnify Aerial FX, Inc. for acts for which the Buyer would otherwise be immune pursuant to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6104, et seq.) and amendments

thereto, nor will the indemnity obligations set forth herein act as a waiver of the City's protections under such provisions, and further that any liability of the Buyer shall be subject to the liability limitations set for in K.S.A.75-6105, and amendments thereto. Additionally, and notwithstanding anything set forth herein to the contrary, the Parties specifically agree that the terms of this section, and the terms of this agreement, shall be subject to and limited by the Kansas Cash Basis Law (K.S.A. 10-110 et seq.) and the Budget Law (K.S.A. 75-2935 et seq.), and amendments thereto.

8. Buyer agrees to provide:

(a) Sufficient area for the display, including a minimum spectator set back as determined by Seller and the fire marshal with written documentation from the Fire Marshall as to where, specifically, the minimum set back is to be measured from in determining the setback area. The buyer reserves the right to expand the spectator set back at their sole discretion.

(b) Protection of the display area by roping off or similar facility.

(c) Adequate police protection to prevent spectators from entering display area up to 90 minutes prior to display time.

(d) The Seller and Buyer shall mutually agree upon the location of the display set up so as to establish the minimum spectator setback.

9. Seller agrees to comply with all local, state and federal guidelines pertaining to the storing, transporting and displaying of fireworks, and obtain any permits required by the local fire department. Seller agrees to obtain the municipal permit from the City of Roeland Park.

10. Seller shall notify the Buyer immediately following the display of any unexploded or unaccounted for fireworks so the area can be thoroughly searched until such time as all fireworks are accounted for. Buyer agrees to assist with securing the area until such time as the Buyer is satisfied the fireworks are accounted for and the area is safe. Seller is responsible for all cleanup of the shoot site and removal of all equipment. Seller also agrees to inspect the shoot site the morning following the display for a check of anything that may have been missed at the night search. Following or in conjunction with the Seller's inspection of the shoot site on the morning following the display, Buyer agrees to inspect the shoot site to assure that all trash, spent material, and equipment has been collected to its satisfaction. Buyer will notify Seller of any additional work required to reasonably restore the site to pre-display order.

11. Seller agrees to credit to the final invoice, any and all actual costs for shells that did not perform as intended during the shoot. All costs will be itemized and attached to the final invoice.

12. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, not give rise to any liability or obligation of the Seller whatsoever.

13. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The parties mutually agree that Seller is an independent contractor and that this Agreement does not create an employer-employee relationship between Seller (including any of Seller's agents or employees) and Buyer.

14. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

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

SELLER

Aerial FX, Inc.

DATE

BUYERS

CITY OF WESTWOOD, KS


John Ye
Westwood Mayor

DATE

CITY OF FAIRWAY, KS

Jerry Wiley
Fairway Mayor

DATE

CITY OF ROELAND PARK, KS

Joel Marquardt
Roeland Park Mayor

DATE

Item Number: Consent Agenda- II.-D.
 Committee Meeting Date: 6/20/2016



City of Roeland Park Action Item Summary

Date: 6/2/2016
 Submitted By: Donnie Scharff, Superintendent of Public Works
 Committee/Department: Public Works
 Title: **Skid Steer Purchase**
 Item Type: Other

Recommendation:

To approve agreement with Coleman Equipment to purchase a 2016 Case SV280 Skid Steer with attachments at a cost not to exceed \$66,728.49 and to sell our 1994 Case 1845C skid steer and planer.

Details:

Bid Results were as follows:

VENDOR	ATTACHMENT #1	ATTACHMENT #2	ATTACHMENT #3	TOTAL PRICE (includes all attachments)	WARRANTY
2016 CASE SV 280	24" CONEQUEC PLANER	CASE PICKUP BROOM	48" PALLET FORKS	\$66,728.49	3YR/3000 HOURS
2016 JOHN DEERE 324G	ROAD HOG 24" PLANER	VIRNIG PICKUP BROOM	VIRNIG PALLET FORKS	\$64,963	12 MONTHS
2016 JCB 280	24" PLANER	PICKUP BROOM	PALLET FORKS	\$67,765.84	2YR/2000 HOURS
2016 BOBCAT S750	24" PLANER	PICKUP BROOM	PALLET FORKS	\$71,380.16	12 MONTHS
2016 VOLVO MC135C	24" PLANER	PICKUP BROOM	PALLET FORKS	\$77,816	12 MONTHS
2016 NEW HOLLAND L228	EDGE 24" PLANER	EDGE PICKUP BROOM	PALLET FORKS	\$67,500	12 MONTHS

Public Works is needing to purchase a new skid steer with new attachments to preform our annual in house street maintenance activities. Our current skid steer is 20 years old and is using old technology. Our in house crews laid down 385 tons of asphalt in 2015. Our current goal for 2016 is to exceed 400 tons of asphalt this year. We were able to accomplish last year's goal by utilizing outside vendors. They would allow us to demo their machines and the attachments needed to see what we thought about their machine in hopes we would want to buy one. We tried several different machines and put them through their paces to see if they could perform the way we needed. Most did exactly what we needed. Our recommendation is to purchase a 2016 Case SV 280 Skid Steer with an asphalt planer, sweeper broom, and a set of pallet forks and we would like to sell our current 1994 Case skid steer as well as the planer. Our current machine is outdated, the operator is exposed to dust, rain, heat. The new technology has made it possible for better fuel efficiency, more production, operator comfort, less down time due to maintenance. All of the public works staff agree on this purchase.

This new skid steer comes with a 3YR/3000 HOUR warranty. Other competitors only offer a 12 month warranty. This will save the city from paying costly repairs if the machine were to break down. This machine is built durable ,offers heat and ac for operator comfort. It can be utilized during winter operations when needed. Controls are very user friendly. Offers great visibility to help the operator be aware of obstacles, pedestrians. General maintenance on this machine is easy to perform with minimal down time. Access to door panels and fluids are easily accessible. The list of options on this machine is immense. I do want to stress the 3YR/3000 HOUR warranty this machine has. It doesn't compare to other warranties that other vendors offer. It gives us piece of mind that Case equipment will stand by their product and step up when things go wrong and will do what is needed to keep customers productive in their daily activities.

Financial Impact

Amount of Request: \$66,728.49	
Budgeted Item?	Budgeted Amount: \$70,000
Line Item Code/Description: 5504 360	

Additional Information

ATTACHMENTS:

Description		Type
☐	Agreement with Coleman Equipment	Cover Memo
☐	Pic 1	Cover Memo
☐	pic 2	Cover Memo
☐	pic 3	Cover Memo
☐	pic 4	Cover Memo



CITY OF ROELAND PARK, KANSAS
PUBLIC WORKS
CITY HALL
4600 W 51st
Roeland Park KS 66205
913) 722-2600
www.roelandpark.net
INVITATION FOR BID

SKID STEER LOADER with attachments

Date of Issuance: **May 4, 2016**

Response Deadline Date **May 18, 2016** Time: **10:00 A.M.**

Questions regarding this invitation should be directed to Donnie Scharff
The deadline for receipt of questions from bidders is close of business on May 16, 2016

Sealed bids shall be received by the City of Roeland Park, Kansas, at the office of the City Clerk until 10:00 A.M., Central Legal Time on Wednesday, May 18th, 2016 for the purchase of skid steer with attachments

All bids shall be submitted in sealed envelopes addressed to the City of Roeland Park, Kansas, and shall be clearly marked "2016 Skid Steer with Attachments" At the above stated time and place, all bids shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the Contract Documents are on file at: the City Clerk's Office, 4600 W. 51st Street, Roeland Park, Kansas 66205.

HOW TO COMPLETE THIS DOCUMENT:

1. Save this document onto your computer
2. Use the 'Tab' key to navigate through this document and complete the required fields; fields will expand automatically
3. Attach the completed document to your electronic bid submittal

☒ Supplier is submitting a firm bid which is not revocable for ninety (90) days.

☐ Supplier is not submitting because _____

Bidder's Name: Coleman Equipment
Company Name: Ed Goldsmith
Address: P.O. Box 456
City, State, Zip: Bonner Springs, Ks. 66012

Phone No.: 913-422-3040
Fax No.: 913-422-3044
Email: ed@colemanequip.com

City of Roeland Park

SKID STEER LOADER

INTENT

It is the intent of this Invitation for Bids to provide one (1) new Skid Steer Loader with attachments for the City's Public Works Department. The Skid Steer Loader shall be able to accommodate the City's existing Skid Steer Loader attachments and over-the-tire tracks used for additional traction on steep or rough terrain. The Skid Steer Loader will be used by the City for maintenance of City streets and roadways. *The following are MINIMUM specifications required. Any unit meeting or exceeding these requirements will be considered.*

RESPONSE DOCUMENTS

- Affidavit, signed and notarized
- IFB document, all response fields completed
- Reference form

The following documents must be uploaded with the bidder's online response:

- Warranty
- Descriptive literature

STANDARD FEATURES

All equipment furnished under this contract shall be new, unused, and the manufacturer's current production model. The omission of any standard feature description shall not relieve the bidder from the responsibility of furnishing equipment complete with all standard features of the manufacturer's latest improved model in current production as offered to commercial trade. The equipment shall conform in strength, quality of material, and workmanship to that provided by the best manufacturing and engineering practices of the industry. Machine modifications to meet operational requirements of this specification shall be limited to the manufacturer published standard and optional equipment. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, REMANUFACTURED, RECONDITIONED, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

DESCRIPTIVE LITERATURE

Bidder shall submit with your bid the latest printed literature, PDF or equal, and manufacturer's specifications on the equipment you propose to furnish. This literature is for information purposes only. It does not relieve the bidders of the responsibility to respond to the specifications indicated herein.

DELIVERY CONDITION

The units shall be completely serviced and adjusted, and all equipment including standard and supplemental equipment shall be installed and the units made ready for continuous operation. All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the successful vendor. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

EVALUATION CRITERIA

The award will be made to the best most responsive and responsible bidder, which will be judged on the basis of price, warranties, quality of product, delivery time, payment terms, references, fulfillment of minimum specifications, vendor performance history, and in the best interest of the City of Roeland Park, all factors being considered. Any bid meeting the significant performance and quality requirements stated in this document will receive full consideration for an award.

Each bidder will need to provide a trade in quote for our current 1994 Case 1845C skid steer with Alitec CP 18" planer. The City of Roeland Park reserves the right to accept or deny any trade in quotes. Current hours on machine-1,760. Questions about skid steer or attachments please contact Donnie Scharff, Public Works Superintendent. 913-722-5435

City of Roeland Park

SKID STEER LOADER

DEMONSTRATION

The City reserves the right to require a demonstration of the unit bid. The demonstration must take place at the Public Works Department, 4800 Roe Pkwy, 66205, and must be performed within ten (10) days of the request. Demonstration unit must be the same manufacturer and model as that proposed to be furnished under this solicitation. Demo unit will be equipped with all specified components and attachments as bid. The demonstration should show, at a minimum, operation compatibility with the City's attachments. Demonstration period shall be five (5) days to test the unit in working conditions in the field prior to bid award.

Failure to produce this demonstration may be grounds for rejection of your bid.

Comply: _____ Exceptions-please explain: _____

WARRANTY

The City requires a minimum one-year full parts and labor warranty on all equipment. If manufacturer's standard warranty exceeds this warranty, then the manufacturer's warranty shall be in effect. The warranty shall begin on the date the unit is determined to meet specifications and is accepted into the City's fleet. A copy of manufacturer's warranty must be included with your bid submittal. Failure to provide this information may result in the rejection of your bid.

Warranty shall include provision for loaner unit at no charge if the City's unit will not be repairable in a 72-hour period.

EXTENDED WARRANTY – OPTIONAL

Bidders are required to state the maximum number of years covered along with detailed information regarding specifically what is covered under the extended warranty. The extended warranty must cover the entire difference between the initial warranty and the completion of five (5) total years of service. Any exceptions must be explained in the "exception" field below. Pricing shall be entered on the online bid form.

Maximum number of years covered under extended warranty: 5

Manufacturer's detailed extended warranty information provided with bid? Yes ☒ No ☐

MANUALS

- Two (2) part manuals shall be provided, preferably in CD format, by the successful vendor for each item bid.
- Two (2) operator's manuals shall be provided, preferably in CD format, by the successful vendor for each item bid.

EQUIPMENT PARTS & SERVICE

The successful vendor shall maintain a stock of standard replacement parts for proper maintenance and shall be original equipment manufacturer or equal. Bidder shall provide name, location, phone and fax numbers, and email address of the nearest firm providing parts and service for the equipment bid. This firm shall be an authorized service facility for the brand of equipment bid and shall have factory-trained personnel available for warranty repairs and service work.

Please state available locations, days, and hours for parts and service:

Location 24000 W. 43rd St., Bonner Springs, KS

Regular Hours 7:30-5:00 / 8:00-12:00 SATURDAY

Regular Hours Contact Name & Number Ed Goldsmith 913-422-3040

After Hours 913-422-3040

After Hours Contact Name & Number 913-422-3040

Email address ed@colemanequip.com

PAYMENT TERMS

☒ Net 30 days

☐ Other: _____

City of Roeland Park

SKID STEER LOADER

DELIVERY

Delivery of completed units shall be made to the Public Works Dept 4800 Roe Pkwy, Roeland Park, Kansas 66205. If units have to be returned to the successful vendor because they do not meet specifications, the successful vendor shall be responsible for picking up and redelivering units at no additional cost to the City after all corrections are made.

Delivery of equipment after receipt of order in calendar days: 60-75
Bidder agrees to delivery requirements as stated herein: Comply: ☒ Exception: _____

COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT

If the City of Roeland Park awarded you the proposed Contract, do you hereby agree to sell, under the prices and terms of this Contract, to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in an affiliated chapter of the National Institute of Governmental Purchasing (NIGP) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligations on the part of any member of such chapter to utilize this Contract).

(Check One) Yes _____ No ☒ Minimum order if, applicable \$ _____

Pricing for cooperative purchases will remain in effect through _____

PRICING

Bidder signifies that they have read all bid documents and are providing detailed, expressed warranties with this bid. It shall be unacceptable for any bidder to make the statement "see specifications" or to submit manufacturer's literature instead of listing all exceptions and additions in the specifications of this bid documents.

DETAILED SPECIFICATIONS

Bidders are required to document the specifications of the components by supplying required information or indicating comply, or any exceptions, in the space provided. Failure to complete this information is grounds for rejection of bid.

General

Unit meeting this specification shall be of Skid Steer type design with rear mounted engine and four-wheel drive. Unit shall be equipped with factory installed options. After market or dealer installed options will not be accepted unless authorized by Public Works. Cab shall be equipped with ROPS. Cab shall be equipped with cab sound reduction package.

State the year, make and model of the Skid Steer Loader you are bidding: _____

Comply: ☒ Exception: _____

City of Roeland Park
SKID STEER LOADER

Performance

MUST be able to fully load a tandem dump truck with sideboards from just one side of the truck.

124" MINIMUM height

Operator required to wear a seat belt in order to operate the equipment.

Unit shall have easy access to inspect all fluid levels, including engine oil and coolant.

Unit shall operate all city owned attachments as listed using a 14 pin electrical connection, height 124" MINIMUM:

Grappler Bucket

Tiller

Contact Donnie Scharff with questions about make and model of these attachments (913)722-5435

Comply: ☒ Exception: _____

Engine

Turbo Diesel

Water cooled

Block heater

MINIMUM 65-85 horsepower (gross)

State the brand and size of engine. CASE, 74 Gross H.P.

Comply: ☒ Exception: _____

Filtration

Diesel engine fuel filtration system shall include a screen at the fuel tank or transfer pump and a minimum of two (2) stages of filtration.

Filter stages may consist of a primary and a secondary filter, or a two stage filter in a common housing.

A minimum of one (1) drain shall be provided in the system to prevent water damage to the injection system.

All items shall be factory approved and factory installed.

Full-flow oil filtration system with replaceable filter and provision for bypassing oil to the engine as the filter becomes clogged.

In no instance shall the unit lose oil pressure to critical engine components while working on slopes or similar situations.

Comply: ☒ Exception: _____

Exhaust System

Muffler and exhaust pipe shall be of a sufficient length to exhaust fumes away from the operator.

If a vertical design muffler is used, exhaust pipe shall be angled at the top to prevent rain from directly entering into the exhaust system.

Comply: ☒ Exception: _____

Air Cleaner

Heavy duty, dry, replaceable type

Dry dual element

Comply: ☒ Exception: _____

Oil Filter

Full flow, replaceable, cartridge type

Comply: ☒ Exception: _____

Fuel

Diesel #2

Injection pump

State fuel tank capacity: 25.5 gal.

City of Roeland Park
SKID STEER LOADER

Comply: ☒ Exception: _____

Cooling System

Pressurized, with antifreeze protection to minimum -30° F (-34° C)

Four (4) gallon minimum; state capacity: N/A

Comply: ☒ Exception: _____

Electrical System

Battery, 12 volt, minimum 600 CCA, maintenance free

Alternator, minimum 55-amp

Code authorized key pad for starting

Comply: ☒ Exception: _____

Gauges / Instruments

Hour meter, replaceable element

Fuel gauge

Light and buzzers for high engine temperature, low oil pressure, transmission temperature, water temperature, and amp meter.

Comply: ☒ Exception: _____

Steering/Hydraulic Controls

ISO electric over hydraulic with option to change over to the "H" pattern that operator can control while seated in the cab.

Comply: ☒ Exception: _____

Brakes

Parking brake REQUIRED

Manufacturer standard braking system

Comply: ☒ Exception: _____

Power Train

Dual, closed loop, axial piston hydrostatic pumps driven directly off engine

Pumps provide pressure and flow to two (2) fixed displacement motor.

Unit shall be equipped with a two speed switch for high and low travel speed

Comply: ☒ Exception: _____

Hydraulic System

3050 psi / 37.6 gpm

Hydrostatic high flow 3,500 PSI, 30-36 GPM, high flow -MINIMUM

Quick couplers for 24" cold planer attachment

Hydraulic system: state capacity and RPM: 37.6 gpm @ 2500 RPM

Reservoir 7-gallon capacity minimum with filter State: 12

Replaceable hydraulic filter with indicator light

System shall be sealed against entry of contaminants and any necessary air vents shall be filtered.

System and controls shall have sight gauge or comparable means to indicate hydraulic oil level, hydraulic pressure-relief valve(s) hydraulic oil filter(s) with replaceable elements, 10 micron or finer rated filter, and a means to maintain hydraulic oil at satisfactory operating temperatures during continuous operations. Describe: _____

Comply: ☒ Exception: _____

Speed

Forward and reverse, state minimum and maximum speeds in MPH: Minimum 7 Maximum 10.5

City of Roeland Park
SKID STEER LOADER

Tires / Wheels

Flotation type, Radial 14 ply- MINIMUM, state size: 33 x 15.5
One spare tire and wheel
Comply: _____ Exception: ✓ 10 ply

Buckets

Bucket #1

Heavy duty, dirt or construction / industrial type

Self leveling

MINIMUM heaped capacity 22.4 cubic feet 84" / 19.4 cu. ft.

Lifting / operating load rating minimum 2,400 pounds 2800 lbs.

Dump angle MINIMUM 35 to 40 degrees 53.5°

Dump reach MINIMUM 26-inch 29.3"

Height to bucket hinge pin 124-inch MINIMUM 130"

Breakout force 5,500 pounds MINIMUM 8776 ft. lb.

SAE (Society of Automotive Engineers) tipping load 5,600 pounds minimum

Bucket shall have individually removable teeth, running from the bottom up, made to bolt in flush to the bottom of the bucket, and shall be equipped with one (1) complete set of replaceable teeth

Bucket shall be minimum 6 feet width 7'

Comply: ✓ Exception: ✓

Attachments

24" planer-High flow

Cutting depth-0"-6"

Hydraulic tilt capability

Hydraulic shift capability

72" Sweeper Broom

Drive system-145 psi@ 10 gpm forward/reverse

Bristle type-replaceable polypropylene sections(36) Poly + steel

Cutting Edge-5/8x6" steel

Hopper Capacity-14.4 cu ft

Pallet Fork Frame

Width-48"

Fork Width-4"

Number of tines-2

Bucket #2

Same requirements as bucket #1 but smooth replaceable cutting edge.

Bucket shall be minimum 6 feet width

Comply: ✓ Exception: _____

84" extended lip w/ Bolt-on cutting edge

Required Equipment

Entry/exit grab handles

Belly Pan

Counterweights if needed, to accommodate MINIMUM 2,400 pounds lifting capacity.

Backup alarm

Strobe lights flush in cab body or state type BIC External frame -see photo

Glass front door with wipers

Sliding side windows

Factory installed Heater (deluxe) and A/C - State options Cab has heat & A/C, keyless start, Radio

City of Roeland Park
SKID STEER LOADER

Auxiliary electrical switch

Locking filler caps for the fuel tank, hydraulic tank, oil supply and radiator

Filler caps located behind locking panels are acceptable in lieu of individual locking caps

Lockable engine compartment

120V Block Heater - 15 AMP plug - MINIMUM

High Intensity 360° Mini LED Light Bar, Superior Signal Model SYLEDX, or approved equal, shall be mounted on top of cab.

Front and rear mounted LED work lights

Bidder shall include one set of belts and filters, for first preventive maintenance, with delivery of unit

Comply ☒ Exception: Strobes & Light BAR work off (1) switch

- CASE SV280 Tier IV Final → \$45,653.49
- * Optional (2) year extended warranty → \$2126.00
- * Base WARRANTY is 3yr/3000 hrs
- 24" HD Paver → \$15,500.00
- 12" Bucket Broom → \$4,650.00
- 48"/5000 lb. Forks → \$925.00
- Wholesale TRADE-in Value of CASE 1845C → <\$6,300.00>
- And Alitec 18" Paver
- TRADE Difference With Extended warranty - \$62,554.49
- TRADE Difference Without Extended warranty - \$60,428.49









Item Number: Applications/Presentations- A.-1.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: County Commissioner - Eilert and Otto– New Court House
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: Applications/Presentations- A.-2.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Arts Committee Update**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: Applications/Presentations- A.-3.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 6/14/2016
Submitted By: Mike Flickinger, Building Inspector
Committee/Department: Admin.
Title: **CLK Holdings LLC DBA Mosquito Squad – Home Occupation License**
Item Type: Other

Recommendation:

I recommend to the council members that a “Conditional Use” be granted to operate the “Mosquito Squad” business from the home located at 3611 W 52nd Place in Roeland Park. This approval shall be contingent on meeting all of the criteria outlined in Section 5-602 with any exceptions noted. The business shall be permitted to continue as long as their business license is current and no substantial complaints are received by the city.

My concerns are for the neighbors and the environment. The company trucks should not be parked on the street for any length of time nor should any non-resident employee park their personal vehicle on the street. I am also concerned about the chemicals they store in the garage. Are these chemicals a fire or health hazard in any way? Is there a need to limit the amount of chemicals in the residential neighborhood? And signage as well, there should not be any signage in the yard advertising this business.

Other concerns include water usage if it will put a strain on the water supply to the neighborhood; and, washing out and maintaining the equipment and trucks how the runoff getting into the storm water system will affect the water supply feeding into the creeks.

Details:

Attached is a copy of Sections 5-601 - Definition; 5-602 – Criteria and 5-605 – Conditional Uses for your review with some of the main concerns highlighted. Exceptions will need to be made for the following items:

- (a) Concerns and some complaints about employees parking on the street were called in last year;
 - (c) as materials are store in the garage, providing they do not violate items (f), (j) or (n);
 - (e) as the trucks are equipped for the business and will be parked outside (and preferably on the driveway – not in the street);
 - (h) as the trucks are marked with the business name and logos; and,
 - (i) as additional water may need to be used to mix the chemicals used.
- (continued)

From the Municipal Codes:

ARTICLE 6. - HOME OCCUPATIONS

Sec. 5-601. - Definition.

A home occupation is an accessory use by the occupant(s) of a dwelling unit in which goods are produced or traded, or services are rendered as an economic enterprise. Such use shall be clearly incidental or subordinate to the residential use of a dwelling.

(Ord. No. 481, § 1)

Sec. 5-602. - Criteria.

A home occupation is permitted as an accessory use of a dwelling only when all of the following criteria are met:

- (a) No person or persons shall be engaged in such home occupation other than that person or those persons occupying such dwelling as his or her residence; provided, however, the person or persons engaged in such home occupation may have non-resident employees so long as no parking on the public right-of-way shall occur as a result of such employment and such employment does not otherwise disturb the residential character of the neighborhood;
- (b) No alteration to the dwelling, building, premises, or property, shall be made, which changes the external appearance of the dwelling, premise or property, in a manner that causes the structure to lose its residential character or detract from the residential character of the neighborhood;
- (c) The home occupation shall be conducted entirely within the main dwelling building and no such home occupation shall be conducted in an accessory building, garage, or structure, whether attached or detached;
- (d) The home occupation shall not occupy more than 25 percent of the floor area of the dwelling;
- (e) There shall be no outside storage of any equipment, machinery or materials used in the home occupation;
- (f) There shall be no storage in the dwelling or anywhere upon the premises or property of any toxic materials or toxic chemicals for resale or use in the home occupation;
- (g) No commercial exchange of tangible goods or other items constituting a sale between the person or persons conducting the home occupation and members of the general public shall be permitted on the premises of the home occupation. Members of the general public shall not include persons in the home by prior individualized invitation;
- (h) No sign, symbol, device, design, decal, engraved surface, trademark, or logo that directly or indirectly names, advertises or calls attention to the home occupation or other commercial activity (a "Commercial Identification Marker"), and that is visible to persons not located on the property, shall be permitted anywhere on the property where the home occupation is authorized;
- (i) No home occupation shall be permitted which generates, results in, or contributes to traffic (vehicular or pedestrian), parking, sewage, or water use in excess of what is usual and

normal in the residential neighborhood;

(j) No home occupation shall be permitted which creates, or has the potential to create, a hazard or danger to the health, care, safety or welfare of any person or property, including any person at, in or occupying the dwelling or any property, real or personal, at the dwelling;

(k) No home occupation shall be permitted which results in or contributes to electrical disturbance or interference of any sort;

(l) No home occupation shall be permitted which is, may be, or has the potential to become a nuisance, public or private;

(m) No home occupation shall be permitted unless the person or persons conducting such home occupation shall have first paid in full their annual City occupation tax;

(n) No home occupation shall be permitted, if such occupation is subject to any other laws of the City, the laws of Johnson County, the State of Kansas, or the United States, which require persons conducting such an occupation first to obtain approval from such governmental authorities before commencing such occupation and maintaining approval while the occupation is conducted, and the approval has not been obtained or maintained; or

(o) No home occupation shall be permitted which may be unlawful under the laws of the City, the laws of Johnson County, the State of Kansas, or the United States, or any rules or regulations of the City, county, state or United States.

(Ord. No. 807, § 1)

Sec. 5-605. - Conditional Uses.

Any proposed home occupation which is neither specifically permitted by [section 5-603](#) or specifically prohibited by [section 5-604](#), shall be considered a conditional use, and be granted or denied by the Governing Body upon consideration of those standards contained in [section 5-602](#).

(Ord. No. 481, § 5)

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
 CLK Holding LLC	Cover Memo

Do Not Write Above this line

**APPLICATION FOR OCCUPATION LICENSE
 CITY OF ROELAND PARK, KANSAS**

Please change any information which is not correct and fill in any blank fields.

Company Name CLK Holdings LLC Mailing Address: (if different from Billing) _____
 Billing Address DBA - mosquito Squad 3611 West 52nd place Address _____

City, State, Zip Roeland Park KS 66205 City, State, Zip _____

Phone 816-729-7240

Services Provided: _____ Contact Christina Kangethe

Type of License Home Occupation (See List below)

☒ Sq Footage _____
☒ Home Occupation §5-104(c) ——— \$40.00
 _____ Massage Establishment --§5-303 -- \$150.00
 _____ Non-Domicile Business --§5-104(d) ——— \$80.00
 _____ Retail and Administrative Offices (see table)
 _____ Solid Waste Disposal --§5-104(e)
 _____ No. of Vehicles _____ (\$50.00 per vehicle)

5-104 (a) Retail Establishments & Admin Offices: (Occupation Fee Levied)

0 - 499 sq. ft	\$50	8,000 - 8,999 sq. ft	\$360
500 - 999 sq. ft	\$65	9,000 - 9,999 sq. ft	\$430
1,000 - 1,999 sq. ft	\$100	10,000 - 10,999 sq. ft	\$500
2,000 - 2,999 sq. ft	\$125	11,000 - 12,999 sq. ft	\$560
3,000 - 3,999 sq. ft	\$150	13,000 - 14,999 sq. ft	\$620
4,000 - 4,999 sq. ft	\$180	15,000 - 17,999 sq. ft	\$710
5,000 - 5,999 sq. ft	\$210	18,000 - 20,999 sq. ft	\$785
6,000 - 6,999 sq. ft	\$230	21,000 - 24,999 sq. ft	\$950
7,000 - 7,999 sq. ft	\$290	25,000 and over sq. ft	\$950 +\$30 per 1,000 sq. ft.

_____ Service Station §5-104(a) ——— (See Table for Retail Establishments) + Per Pump Fee

In addition to the square foot charge set forth above, businesses engaged in the sale of gasoline shall pay a supplemental annual occupation fee of \$10 per pump handle.

Number of Pump Handles _____ Per Pump Fee _____

Total Amount Due _____

Compute your annual license fee and file your application with remittance before December 1st. Make Check or Money Order payable for amount of annual fee due to the "City of Roeland Park" and mail to the City Clerk, "OCCUPATIONAL LICENSE", 4600 W. 51st Street, Roeland Park, Kansas 66205.

I declare under penalty of false statement that to the best of my knowledge and belief the statements made herein are correct and true.

Christina Kangethe
 Name of Owner(s) or Corporation

By: [Signature]
 Signature

owner
 Title: Owner, Partner or Corporate Officer

KS State Tax ID# 036-473356456 F01 (Required)

----- **ATTENTION** -----

This is a two-part document:

The middle portion of this document is your **OFFICIAL AUTHORIZATION** from the Kansas Department of Agriculture.

FOR:

MOSQUITO SQUAD OF JOHNSON COUNTY
3611 W 52ND PLACE
ROELAND PARK, KS 66205

CUT ALONG THE **HEAVY** LINES

Kansas Department of Agriculture, Manhattan, Kansas
certifies

MOSQUITO SQUAD OF JOHNSON COUNTY

has met the requirements for

Pesticide Business License under the Kansas Pesticide Law
and is hereby granted

Pesticide Business License Number: **7167**

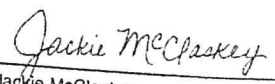
constituting authorization to apply and supervise the Commercial application of pesticides in categories indicated hereon.

Issue and Expiration Dates:

02/11/2016 12/31/2016

Effective: 02-11-2016

7


Jackie McClaskey
Secretary of Agriculture

Kansas Department of Agriculture, AR and Licensing, 1320 Research Park Drive, Manhattan, KS 66502 (785) 564-6700 agriculture.ks.gov

CUT ALONG THE **HEAVY** LINES



COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: PCP20033025-00

RENEWAL OF NUMBER: NEW

Named Insured And Mailing Address (No., Street, Town or City, County, State, Zip Code)

CLK Holdings LLC
DBA: Mosquito Squad Of Johnson County
3611 West 52nd Place
Roeland Park, KS 66205

Policy Period: From 03/17/2016 To 03/17/2017, at 12:01 A.M. Standard Time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Limits Of Insurance		
General Aggregate Limit (Other Than Products-Completed Operations)	\$	\$2,000,000
Products-Completed Operations Aggregate Limit	\$	\$2,000,000
Personal And Advertising Injury Limit	\$	\$1,000,000
Each Occurrence Limit	\$	\$1,000,000
Damage To Premises Rented To You Limit	\$	\$100,000 Any One Premises
Medical Expense Limit	\$	\$5,000 Any One Person

Retroactive Date (CG 00 02 Only) N/A In New York

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: _____
(Enter Date Or "None" If No Retroactive Date applies)

Business Description And Location Of Premises

Form Of Business: Limited Lia Co

Business Description: Pest Control Services

Location Of All Premises You Own, Rent Or Occupy:

REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS"

Producer Number, Name And Mailing Address

55961
Gensler Management Inc
201 W. Lexington Avenue
Suite 309
Independence, MO 64050

Item Number: Applications/Presentations- A.-4.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 6/17/2016
Submitted By: Staff
Committee/Department: Admin.
Title: **Roeland Park recognized as a Community for All Ages**
Item Type: Other

Recommendation:

Roeland Park received a Bronze level recognition, which recognizes awareness of the issues and requires a resolution or commitment by the city's elected body, as well as community presentations and engagement. Roeland Park representatives worked with program managers from the Mid-America Regional Council's KC Communities for All Ages to learn about the issues, using materials developed by the program and attending workshops to learn how to assess Roeland Park's age-friendliness and make their community more welcoming for all age groups.

Details:



Bronze Level Recipient

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:

Line Item Code/Description:

Additional Information

Item Number: Applications/Presentations- A.-5.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Commerce Bank Update
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

Item Number: Mayor's Report- IV.-A.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Proclamation Jan Duncan (Michael Poppa and Tim Janssen)
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

ATTACHMENTS:

Description	Type
☐ Proclamation Jan Duncan	Cover Memo



Proclamation

Proclamation of Thanks to Jan Duncan

WHEREAS, the governing body of the City of Roeland Park recognizes that the City's parks are of utmost importance for the physical, mental and social health of the residents of Roeland Park and surrounding communities, and

WHEREAS, stewardship of the City's parks is a primary responsibility of the governing body, and

WHEREAS, recent improvements in R Park such as the walking trail, signage, new trees, picnic tables, benches, trash receptacles, bike rack and a drinking fountain are a result of partnerships created among the City of Roeland Park, the Parks and Trees Committee, Citizens Fundraising Initiative for R Park, the Sunflower Foundation, and local citizens and businesses; and

WHEREAS, one local business, Synergy Construction Company of Roeland Park, owned by Jan Duncan, President & CEO, has made exceptional contributions to R Park, most recently with the installation of a water fountain for adults, persons with disabilities, children and dogs, personally donating more than \$17,000 in labor, piping, ditch excavation, concrete pad and installation.

NOW THEREFORE, I, Mayor Joel Marquardt do hereby proclaim the City of Roeland Park's sincerest thanks to

Jan Duncan

And I urge all citizens to recognize and thank Jan Duncan for his exemplary personal contributions of skilled work, human and capital resources toward enhancing the image of Roeland Park and revitalizing R Park as an essential community resource for the benefit of residents of Roeland Park and surrounding communities.

Seal here

JOEL MARQUARDT
Mayor

Item Number: Workshop Reports- V.-A.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 6/17/2016
Submitted By: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director
Committee/Department: Admin.
Title: **Workshop and Ad Hoc Summary**
Item Type: Report

Recommendation:

For Informational Purposes.

Details:

Workshop Summary June 6, 2016

- **City Audit presentation by RSM**
 - o Chelsey Ryerson from RSM provided a summary of the City's 2015 financial audit. She noted that the two TDD funds are shown in default now on our financials. This is due to sales tax revenues being lower than originally anticipated when the bonds were issued. In addition, she explained the new regulations of GASB 68, which requires all participating entities in KPERS to show the state's underfunded pension liability as a liability on our financial statements. Roeland Park's share of this liability is \$1,810,638.
- **Review and discuss the voting procedures and ordinances for Council President**
 - o The Council discussed whether or not it was appropriate for the Mayor to vote to break a tie in the Council President selection. Mr. Shortlidge said the process was handled appropriately. However, Council requested that in the future, there be greater clarification on what is versus isn't permissible when it comes to voting on the Council President.
- **Change in Election dates.**
 - o The topic will be discussed at the July 5th workshop

- **Review of Agreement with CBC for marketing the caves property**
 - o Council discussed and moved to the Consent agenda for the June 20th Council meeting.
- **Continued Budget Discussion**
 - o Council had extensive discussion on whether or not to pursue bonds to fund the Capital budget. They had consensus to remove the purchase of a wing plow with pre-wet system from the 2017 Budget. The majority agreed to move forward on the CIP using bond funding on some level. Two council members wanted a hybrid of bond funding versus pay-as-you-go funding. One member did not support bond funding.
- **Fireworks Agreement**
 - o Moved to consent agenda at the June 20th Council meeting.
- **Review Skidsteer bids**
 - o Council agreed with the recommendation from the Public Works director to purchase a Case Skidsteer and moved the item to the consent agenda for the June 20th council meeting.

Redevelopment Committee

Jason Glasrud from CBC was on hand to review and discuss the Business Terms agreement with Sunflower Development for the caves site to possibly construct a 90 room hotel on a portion of the site. The group also discussed the development tour scheduled for June 22nd and the logistics.

Financial Impact

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

Additional Information

Item Number: New Business- VIII.-A.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 6/15/2016
Submitted By: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director
Committee/Department: Admin.
Title: **4937 Parish Re-Plat**
Item Type: Other

Recommendation:

To accept the Planning Commission's Recommendation to approve the dedication of land to replat of Lot 37 and 38 of the Mission Ridge subdivision at 4937 Parish Road.

Details:

Attached is the application from Jim Lambie with Lambie homes to replat two single family lots as three single family lots and build three single family homes. The Planning Commission held a public hearing on May 24th to review the request.

The proposed lots comply with the City subdivision and zoning regulations as does the intended use. Although the replat does provide for an increased intensity of use it is of such a minor magnitude that it poses no burden to the public infrastructure that is in place.

After review, the Planning Commission voted five-one to accept the application which needs final approval by the City Council. Julie Mohart, Chair of the Planning Commission, as well as Jim Lambie will be available to answer any questions.

Financial Impact

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

Additional Information

ATTACHMENTS:

Description		Type
	Lambie Homes Replat Application	Backup Material
	Clarkhurst 2 Preliminary Plat	Backup Material
	Clarkhurst 2 Final Plat	Backup Material

Fee: _____
Rec'd By: _____
Date Paid: _____

**APPLICATION FOR
DEVELOPMENT PLAN APPROVAL**
City of Roeland Park, Kansas
PLEASE PRINT

Case No.: _____
Planning Commission
Date: _____

Requested Action:

	Fee
☒ Preliminary Development Plan	\$150.00
☐ Revised Preliminary Development Plan	\$100.00
☒ Final Development Plan	\$200.00
☐ Revised Final Development Plan	\$200.00
☐ Landscaping Plan	\$125.00
☐ Site Plan (non-residential development in residential district)	\$150.00

Name of Development: MISSION RIDGE
Location: 49th & PARISH Lot 37438

Range 25E Township 12S Section: _____ Quadrant: _____

Existing Zoning: Single Family Present use of Property: Single Family Res.

Is Property subject to rezoning? Yes ☐ No ☒ Is Property subject to Special Use Permit? Yes ☐ No ☒

Applicant: JIM LAMBIE

Address: 8712 W 151ST Phone: 913-927-9939

City: OVERLAND PARK State: KANSAS Zip: 66221

Property Owner: LAMBIE Custom Homes Inc

Address: 8712 W 151ST Phone: 913-927-9939

City: OVERLAND PARK State: KANSAS Zip: 66221

Engineer/Surveyor/Architect: LAND SURVEY

Address: 13000 10th St Phone: 816-966-0839

City: Grandview State: MO Zip: 64030

Applicant signature: [Signature] Date: 11-4-15

To be completed by the City:		Fee Paid \$ _____	Date _____	Received by: _____
Proof of ownership and/or authorization of agent affidavit(s) submitted. Date: _____				
☐ Rezoning Case No. _____		☐ Special Use Permit No. _____		☐ Previous Plan Approval: _____
☐ City Engineer review and comment submitted				
Technical studies required? ☐ Yes ☐ No If yes, what type and when submitted? _____				
Assurances of adequate public facilities received. ☐ Yes ☐ No If yes, date received _____				
Supporting materials required: _____		Date Submitted: _____		
Date application deemed complete: _____				
Surrounding property owners notified: _____		Date of publication: _____		Sign Posted _____
Date notices sent: _____		Public Hearing date: _____		
Planning Commission recommendation: _____		Date: _____		
City Council Action: _____		Date: _____		

ROELAND PARK, KANSAS - PRE-APPLICATION REQUEST FORM

Case # _____

- Please print clearly and complete the following information.
- If you need assistance, contact Mike Flickinger (913) 722-2600

This information form is for the following application: (Choose one)

Preliminary Development Plan
Rezoning
Special Use Permit

Name of Project: _____

 Description/Type of Project: Demol 1 Home - Build 3 New Homes

 1. Description of Property: LOTS 37 & 38 MISSION RIDGE

 a. Location/Address: 4237 PARRISH Parcel/Tax ID# PP4500000 0037

 b. Subdiv./Bus. Park/Shp. Ctr.: MISSION RIDGE Lot: 37 & 38 Block:

 c. Acreage: 0.77 Acres 33,400 s.f.

 2. a. Existing Zoning: R-1

 3. a. Proposed Use of Property: 3 - R-1 LOTS
APPLICANT INFORMATION
OWNER OF RECORD

 Name LAMBIE Custom Homes Inc
 Address 8712 W 151 ST
 City Overland Park Zip 66221
 Phone 913-897-0046 Fax 913-897-0042
DEVELOPER

 Name Jim Lambie
 Address 8712 W 151 ST
 City O.P. KS Zip 66221
 Phone 913-927-9938 Fax 913-897-0042
ENGINEER / SURVEYOR / ARCHITECT

 Name Land Survey / BERNIE BALOUS
 Address 13000 10th Street
 City Overland Park, MO Zip MO 64030
 Phone 916 966 0839 Fax 816 763 1761
CONTACT PERSON

 Name JIM LAMBIE / BERNIE BALOUS
 Address 8712 W 151 ST
 City O.P. KS Zip 66221
 Phone 927-9938 Fax 897-0042

NOTE: The contact person will receive all staff correspondence.

FOR OFFICE USE ONLY

Date Application Filed _____

Case Number _____

TYPE OF APPLICATION REQUIRED

Preliminary Development Plan	No ☐ Yes ☐	Follow Steps in Process A. Date Filed _____
Rezoning	No ☐ Yes ☐	Follow Steps in Process B. Date Filed _____
Special Use Permit	No ☐ Yes ☐	Follow Steps in Process C. Date Filed _____
Site Plan	No ☐ Yes ☐	If No, then Preliminary Development Plan Required

SPECIAL STUDIES REQUIRED

Traffic Study	Lighting Study	Geo-technical Study
Parking Study	Drainage Study	Other (specify) _____

Pre-Application Conference Date _____

Recommended By _____ City _____

Engineer _____

PRELIMINARY DEVELOPMENT PLANS CHECKLIST [CODE 16-323]

Date Submitted _____

Name of Project Mission Ridge Lot Split Case # _____Description/Type of Project: Lot split, L3 & L3.5 into 3 lots

I, JAMES R. LAMBIE, (Contact Person's Name - Printed), hereby certify the attached and completed application contains the information as specified in accordance with the Roeland Park City Code. I understand the submission of incomplete or inaccurate information may result in a delay in processing and action on this application.

Signature of Contact Person _____

Date 11-14-15

NOTE: Some plans, because of their scale and complexity may require additional information not indicated on this checklist. You are encouraged to work closely with the Staff in advance of your actual application submittal. Please submit ONLY THOSE DRAWINGS necessary to provide information required by this checklist. Submission of construction drawings or other nonessential drawings may delay the review process. Please check appropriate boxes (I = Included or N/I = Not Included) as the form is completed.

☐ I ☐ N/I

1. Application form
2. Eight copies of the preliminary site development plan that must include the following information:

☐ I ☐ N/I **GENERAL INFORMATION**

- a. North arrow;
- b. Scale;
- c. Date of plan preparation;
- d. Name and address of landowner.

☐ I ☐ N/I **SITE DEVELOPMENT**

- a. Location and dimension of buildings and other structures;
- b. Location and dimensions of parking areas;
- c. Location and dimensions of drives and walks;
- d. Location and dimension of public streets and all easements;
- e. General extent and character of proposed landscaping and screening;
- f. Proposed drainage patterns.
- g. Adjacent development (property within 200 feet) including lot lines, building footprints, access points and parking areas;
- h. Existing topography with contours at 5-foot intervals, and delineating any land areas within the 100-year flood plain;
- i. Location and size of any drainage structures, such as culverts, paved or earthen ditches or storm water sewers and inlets;
- j. Preliminary sketch drawings of elevations and floor plans depicting the general style, size and exterior construction materials of the buildings.

☐ I ☐ N/I **ADDITIONAL INFORMATION**

- a. Schedule indicating total floor area and land area;
- b. Parking Schedule showing the number of space provided and required for all existing buildings, and all spaces required for proposed buildings;
- c. Name and address of architect, landscape architect, planner, engineer, surveyor, or other person involved in the preparation of the plan.

3. All required studies pursuant to section 16-304.

☐ I ☐ N/I **TECHNICAL STUDIES**

- a. Traffic Study;
- b. Parking Study;
- c. Lighting Study;
- d. Drainage Study;
- e. Geo-technical Study;
- f. Other (specify) _____

4. Assurances of adequate public facilities as required by section 16-305.

5. Assurances of proof of ownership and/or authorization of agent as required by section 16-302.

CONCEPT PLANS CHECKLIST [CODE 16-320]

Date Submitted _____

Name of Project Mission Ridge Lot Split Case # _____Description/Type of Project: Lot split, L37438 into 3 lots

I, JAMES R LAMBIE, (Contact Person's Name - Printed), hereby certify the attached and completed application contains the information as specified in accordance with the Roeland Park City Code, I understand the submission of incomplete or inaccurate information may result in a delay in processing and action on this application.

Signature of Contact Person [Signature]Date 11-4-15

NOTE: Some plans, because of their scale and complexity may require additional information not indicated on this checklist. You are encouraged to work closely with the Staff in advance of your actual application submittal. Please submit **ONLY THOSE DRAWINGS** necessary to provide information required by this checklist. Submission of construction drawings or other nonessential drawings may delay the review process. Please check appropriate boxes (I = Included or N/I = Not Included) as the form is completed.

A. PLAN REQUIREMENTS☐ I ☐ N/I

1. Application form

2. Eight copies of the preliminary site development plan that must include the following information:

☐ I ☐ N/I **GENERAL INFORMATION**

- a. North arrow;
- b. Scale;
- c. Date of plan preparation and/or revision;
- d. Name and address of landowner.

☐ I ☐ N/I **INFORMATION ON EXISTING CONDITIONS**

- a. Location and dimension of property boundaries;
- b. Location and dimension of adjacent public streets;
- c. Zoning designation of property;
- d. Zoning designation of adjacent properties within 300 feet.

☐ I ☐ N/I **INFORMATION ON PROPOSED CONDITIONS**

- a. Location and dimension (including square footage) of proposed buildings;
- b. Location and dimension of proposed parking areas.

B. PROPOSED DEVELOPMENT REPORT☐ I ☐ N/I

1. A narrative statement of what the applicant proposes to develop on the property;

C. ADDITIONAL INFORMATION☐ I ☐ N/I

1. Date and signature of applicant, who, if not the owner, shall provide legally sufficient evidence that the applicant is the authorized agent of the owner; A narrative statement of what the applicant proposes to develop on the property;
2. Evidence, satisfactory to the city engineer, of the applicant's ability to comply with the adequate public facilities and services requirements of section 16-305.



December 21, 2015

James Lambie
Lambie Custom Homes Inc.
8712 W 151st St
Overland Park, KS 66221

Re: Will Serve Letter for 4937 Parish Drive Lot Split

Dear Mr. Lambie:

On December 18th, you requested a "Will Serve" letter indicating WaterOne's ability to provide water service for a proposed lot split at 4937 Parish Drive for three future homes in Roeland Park, Kansas. After reviewing the area, WaterOne is capable of serving these three proposed homes at this time.

Sincerely,

Josh Vincent, P.E.
Lead Development Engineer

ROELAND PARK DEVELOPMENT GUIDE

The following documents are intended to assist developers, landowners and homeowners with the development process and public meeting process in the City of Roeland Park, Kansas. It is important to note that this guide and the following checklists are a general overview and do not substitute for the Code of the City of Roeland Park, Kansas or the applicable Kansas statutes.

For further information about the development process, contact **Mike Flickinger (913) 722-2600**

The City of Roeland Park is divided into zones and districts in order to regulate and restrict the location of trades and industries, and the location, erection, alteration and repair of buildings designed for specific uses, and the uses of the land with each zone or district. A detailed description of permitted uses and subsequent requirements for each zoning district is presented in the Code of the City of Roeland Park, Kansas. The decision to rezone a parcel of land is based on the merits of the proposed use, compatibility with surrounding uses, and conformity with the existing zoning.

ZONING CLASSIFICATIONS

Conventional Zoning Districts

- Single Family Residence District
- Duplex Residence District
- Multiple Residence District
- Office Building District
- Retail Business District

Planned Zoning Districts

- Planned Office Building District (CP-O)
- Planned Restricted Business District (CP-1)
- Planned General Business District (CP-2)
- Planned Industrial Park District (P-I)

For your assistance, attached are the following documents needed in the development process:

1. Planning Commission Schedule - Dates of the Planning Commission meetings, City Council meetings, and application deadlines.
2. Pre-Application Form - To be completed and returned to **Mike Flickinger (913) 722-2600**
3. Preliminary Plan Process - Checklist of the preliminary plan process (Four sheets)
4. ~~Rezoning and~~ Preliminary Plan Process - Checklist of the ~~rezoning and~~ preliminary plan process (Six sheets).

JOHNSON COUNTY
KANSAS
Wastewater

December 21, 2015

Mr. James R. Lambie
Lambie Custom Homes, Inc
8712 W 151st St
Overland Park, KS 66221

RE: Sanitary Sewer Availability for Lot Split
Parcel PP45000000 0037

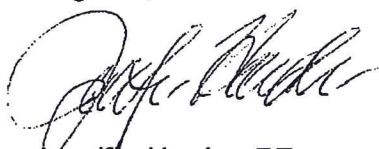
Dear Mr. Lambie:

Sanitary sewer service for the lots created by the proposed split and shown on the attachment is available.

With the information provided to date, it does not appear that extensions and/or modification of the existing system will be necessary. However, should sanitary sewer system extensions or modifications be required to serve this project due to unforeseen issues, extensions and/or modification must be completed by the developer or owner of the property in accordance with Johnson County Wastewater (JCW) procedures, standards and specifications. These requirements include, but are not limited to JCW review and approval of the following: plans, projected flows, calculations, easements, district enlargements, system construction, as-built records, and receipt of all fees deemed necessary by JCW.

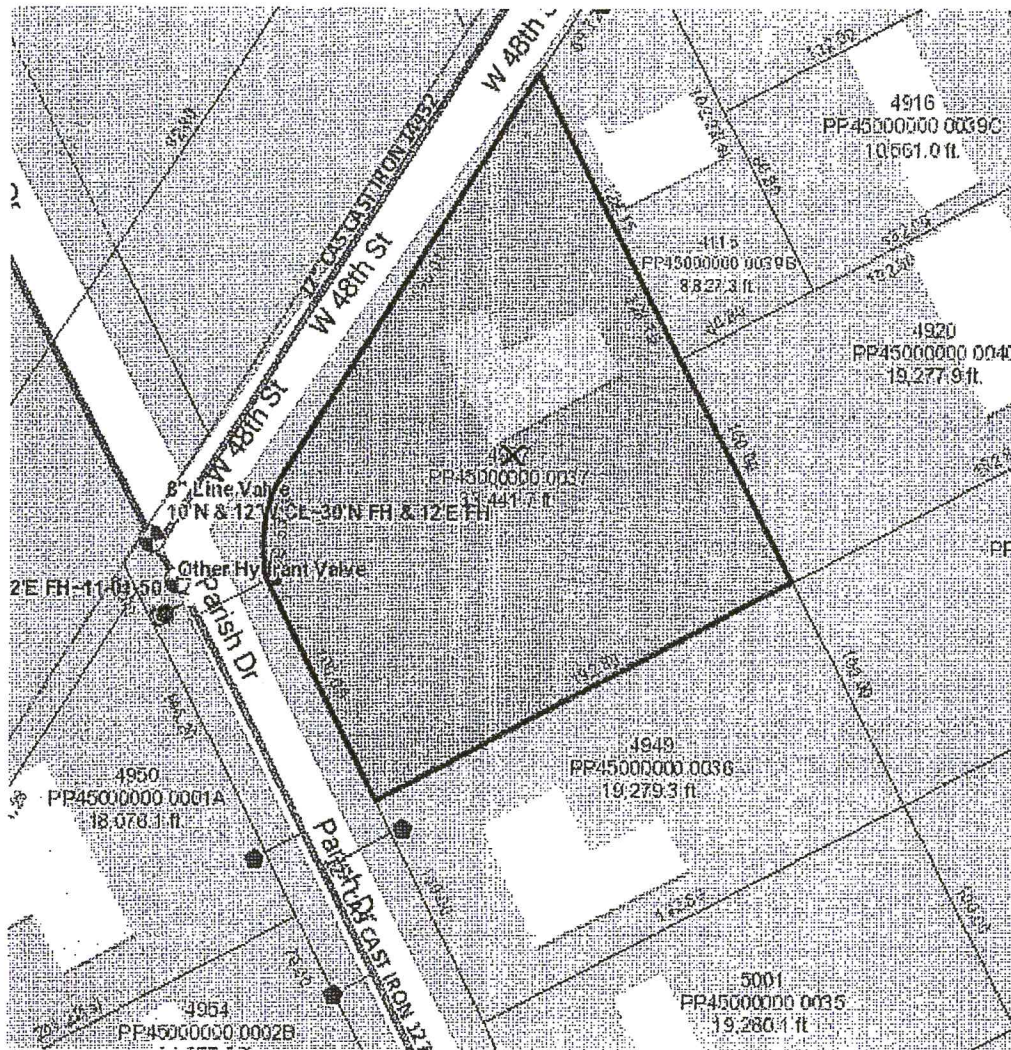
If you have additional questions, please contact me at 913-715-8531.

Regards,



Jennifer Harder, PE
New Development Engineering Manager

cc: Sewer Availability File
JCW Permit Group



From: Cindy J. Gipson-Hillhouse
Sent: Friday, December 18, 2015 9:19 AM
To: Chris J. Anderson
Subject: FW: Parish Lots

Chris, can you respond back to Jim Lambie on the below please and thank you.

From: Jim Lambie [mailto:jlambie@lambiecustom.com]
Sent: Friday, December 18, 2015 9:20 AM
To: Cindy J. Gipson-Hillhouse
Subject: FW: Parish Lots

James R. Lambie
 Lambie Custom Homes Inc.
 913-897-0040 ext 238

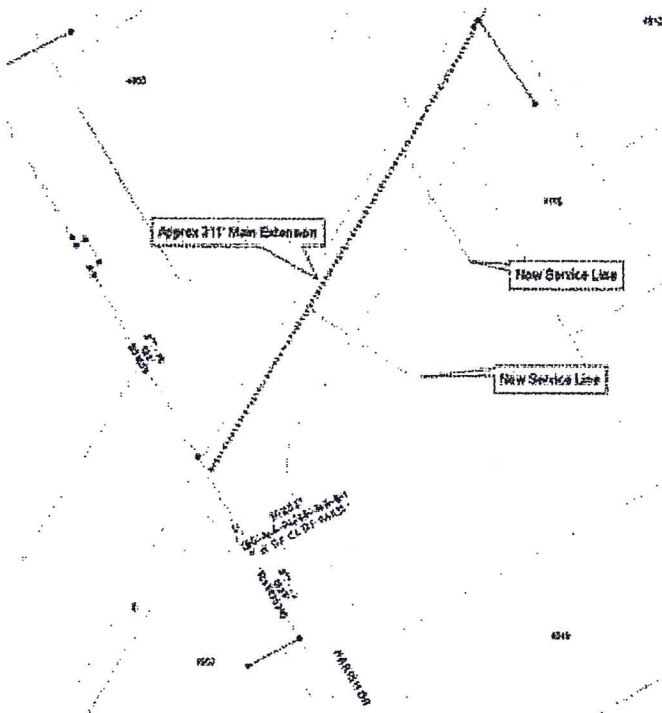
From: Flickinger, Michael [mailto:MFlickinger@roelandpark.org]
Sent: Monday, November 30, 2015 3:34 PM
To: Jim Lambie

Jim Lambie

From: Leet, Lyn <Lyn.Leet@onegas.com>
Sent: Saturday, December 19, 2015 3:43 PM
To: Jim Lambie
Subject: RE: [External] FW: Parish Lots

Jim,

Kansas Gas Service has gas main in the area of your project to serve, however, will need a main extension to serve each home with the new layout.



Let me know when you would like an estimate of cost.

Thanks,

Lyn Leet

Manager, Customer Development
P: 913.344.8808, C: 816.914.3314, F: 913.344.8811
lyn.leet@kansasgasservice.com



**Kansas
Gas Service.**

A Division of ONE Gas

7421 W 129th St., Overland Park, KS 66213 | kansasgasservice.com



a division of MIGAR Enterprises, Inc.
P.O. BOX 574 - GRANDVIEW, MISSOURI 64030 - PHONE: 966-0139 - FAX: 763-1761

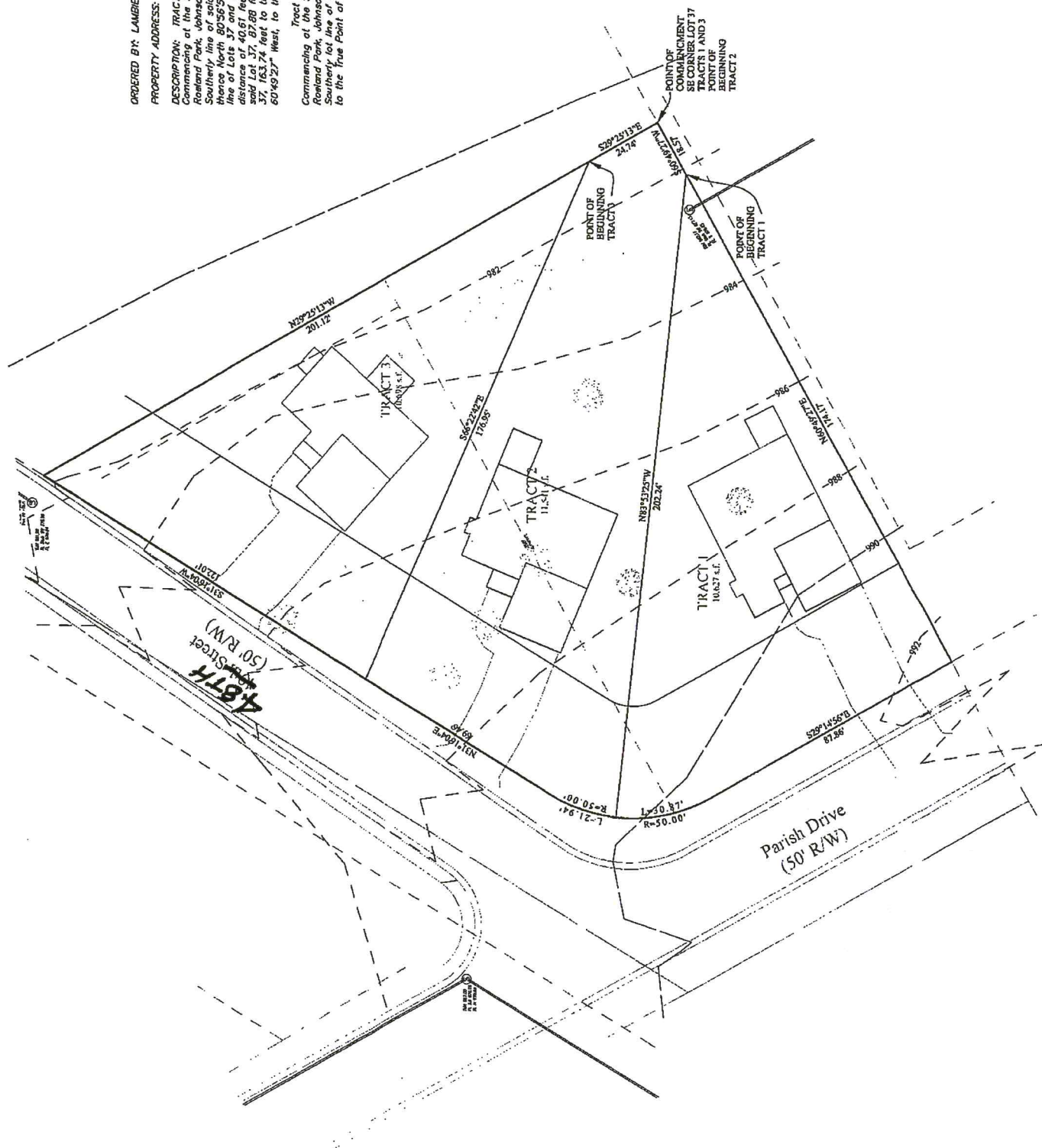
LOT SPLIT SURVEY

ORDERED BY: LAMBIE CUSTOM HOMES
PROPERTY ADDRESS: 4937 PARISH

DESCRIPTION: TRACT 1:

DESCRIPTION: Lot 37: MISSOURI RIVER, a subdivision in the Township of Park, Johnson County, Kansas; thence South 29°49'27" West, along the Railroad Park, Johnson County, Kansas; thence South 29°49'27" West, along the Southern line of said Lot 37, 280.00 feet; thence North 29°25'13" West, 7.40 feet; thence North 80°56'52" West, 123.02 feet; thence continuing along the W45° lot line of Lots 37 and 38, along a curve, having a radius of 50.00 feet, and arc distance of 40.67 feet, to the Southern line of said Lot 37; thence along the line of said Lot 37, 163.74 feet to the Southwest corner of said Lot 37; thence continuing South 60°49'27" West, to the Point of Beginning.

Tract 2:
Commencing at the Southeast corner of Lot 37, MISSION RIDGE, a subdivision in Rowland Park, Johnson County, Kansas; thence South 60°49'27" West, along the Southerly lot line of said Lot 37, 29.00 feet; thence North 29°25'13" West, 7.40 feet to the True Point of Beginning; thence North 80



SCALE: 1" = 20'
DATE: 08/20/2015



February 1, 2016

Jim Lambie
Lambie Homes
8712 W. 151st
Overland Park, Ks. 66221

Lambie Homes
4937 Parrish-lot split
Roeland Park, Ks.

To Whom It May Concern:

Kansas City Power & Light Company will provide electrical service for the above referenced project. As the franchise electrical utility for this area, KCP&L has the electrical capacity to serve your project in accordance with our Standard Practices, Rules and Regulations. Developer must submit application for electrical service in a timely manner and provide all requested items as stated on KCP&L's Commercial Application.

Sincerely,

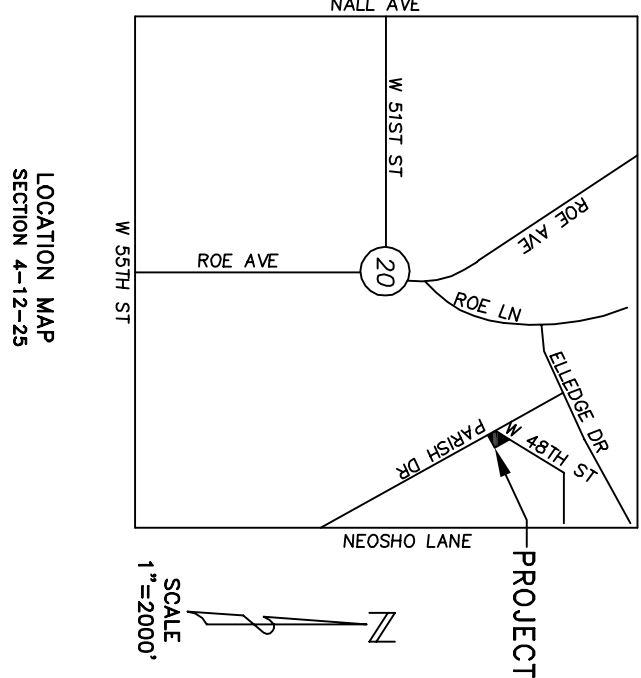
A handwritten signature in dark ink, appearing to read 'John Wienstroer'. The signature is fluid and cursive, with a long horizontal stroke at the end.

John Wienstroer
Field Design Supervisor
Kansas City Power & Light Company
16215 W. 108th St.
Lenexa, Ks. 66219
913-894-3060
John.Wienstroer@kcpl.com

GALVINHOMES@gmail.com

Preliminary Plat of
CLARKHURST 2
(A Single Family Subdivision)

A REPLAT OF OF LOTS 37 AND 38
MISSION RIDGE



Ordered by: LAMBE CUSTOM HOMES, INC.
8712 W 151ST STREET
OVERLAND PARK, KS 66221
Property Address: 4937 Parish Drive

LEGAL DESCRIPTION:

Lots 37 and 38, MISSION RIDGE, a subdivision in Roland Park, Johnson County, Kansas, Containing 32,866 s.f. or 0.75 Acres, more or less.

"The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as

"CLARKHURST 2"

DEDICATION:

THE UNDERSIGNED PROPRIETORS OF THAT PROPERTY SHOWN ON THIS PLAT DOES HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PART OF LAND INDICATED ON THIS PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVES, LINES, AVENUES AND ALLEYS NOT HERETOFORE DEDICATED. THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "PLAT" IS HEREBY GRANTED TO THE CITY OF ROLAND PARK, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE THE EASEMENT FOR THESE PURPOSES.

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT, USE AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER, GAS, SEWER PIPES, POLES, WIRES, CABLES, OR ANY OTHER UTILITIES OR FACILITIES, INCLUDING BUT NOT LIMITED TO, "PLAT" IS HEREBY GRANTED TO THE CITY OF ROLAND PARK, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE THE EASEMENT FOR THESE PURPOSES.

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT, USE AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, SURFACE DRAINAGE FACILITIES, SUBSURFACE DRAINAGE FACILITIES, AND SIMILAR FACILITIES, UPON, OVER AND UNDER AND THROUGH THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "DRAINAGE EASEMENT" OR "D/E" IS HEREBY GRANTED TO THE CITY OF ROLAND PARK, KANSAS. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF OBSTRUCTIONS THAT IMPAIR THE STRENGTH OR INTERFERE WITH THE USE AND/OR MAINTENANCE OF STORM DRAINAGE FACILITIES.

AN EASEMENT OR LICENSE TO LAY, CONSTRUCT, ALTER, REPAIR, REPLACE AND OPERATE ONE OR MORE SEWER LINES AND ALL APPURTENANCES CONVENIENT FOR THE COLLECTION OF SANITARY SEWAGE, TOGETHER WITH THE RIGHT OF INGRESS OR EGRESS, OVER AND THROUGH THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "S/E" ON THIS PLAT IS HEREBY DEDICATED TO THE CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS OR THEIR ASSIGNS.

CONSENT TO LEVY

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED LAND HEREBY AGREE AND CONSENT THAT THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, AND THE CITY OF ROLAND PARK, JOHNSON COUNTY, KANSAS, SHALL HAVE THE RIGHT TO RELOCATE, ALTER, REPAIR, REPLACE AND OPERATE ONE OR MORE SEWER LINES AND ALL APPURTENANCES CONVENIENT FOR THE COLLECTION OF SANITARY SEWAGE, TOGETHER WITH THE RIGHT OF INGRESS OR EGRESS, OVER AND THROUGH THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "S/E" ON THIS PLAT IS HEREBY DEDICATED TO THE CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS OR THEIR ASSIGNS.

RESTRICTIONS

ALL LOTS, PARCELS AND PROPERTIES IN THIS SUBDIVISION SHALL HEREAFTER BE SUBJECT TO THE DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, RIGHTS, AND WHICH SHALL HEREBY BECOME A PART OF THE DEDICATION OF THIS PLAT AS THOUGH FULLY SET FORTH HEREIN.

EXECUTION

IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS ____ DAY OF _____, 2016.

LAMBE CUSTOM HOMES, INC.

JIM LAMBE – PRESIDENT

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON)SS:

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 2016, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME JIM LAMBE, PRESIDENT OF LAMBE CUSTOM HOMES, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO EXECUTED, AS SUCH OFFICER, THE WITHIN INSTRUMENT ON BEHALF OF SAID COMPANY, AND SUCH PERSON DULY ACKNOWLEDGE THE EXECUTION OF THE SAME TO BE THE ACT AND DEED OF SAID.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC: _____ MY APPOINTMENT EXPIRES: _____

PRINT NAME: _____

APPROVALS

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF ROLAND PARK, JOHNSON COUNTY, KANSAS, THIS ____ DAY OF _____, 2016.

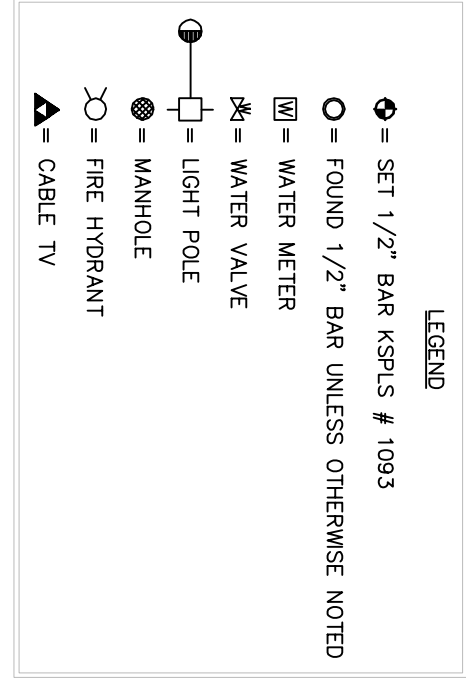
CHAIRMAN – JULIE MOHART

APPROVED BY THE GOVERNING BODY OF THE CITY OF OVERLAND PARK, KANSAS, THIS ____ DAY OF _____, 2016.

MAYOR: JOEL MAROJARDT ATTEST: _____ CITY CLERK: KELLEY BOHON

LOT	AREA (S.F.)	AREA (AC.)
1	10,627	0.24
2	11,541	0.26
3	10,698	0.25
PLAT	32,866	0.75

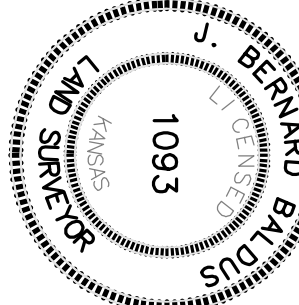
Perimeter: 750.75 Area: 32,867 sq. ft. 0.75 acres
Mapcheck Closure - (Uses listed corners, radii, and delims)
Error Closure: 0.0028
Error North: 0.00107
Error East: -0.00256
Precision 1: 268.125.00
Precision 1: 117.890.48



Assumed the Southerly Line of Lot 37 as: North 60°49'27\"/>

I, J. Bernard Bodius, hereby certify that on April 10, 2016, I or someone under my direct supervision have caused the above described tract of land and the results of said survey are correctly represented on this plat.

By: J Bernard Bodius KSPLS 1093 Date: _____



400' Perimeter
Line

LAND SURVEY COMPANY

a division of MICAR Enterprises, Inc.
P.O. BOX 535 - GRANDVIEW, MISSOURI 64030 - PHONE: 966-0839 - FAX: 763-1761

Final Plat of
CLARKHURST 2
A REPLAT OF OF LOTS 37 AND 38
MISSION RIDGE

Ordered by: LAMBE CUSTOM HOMES, INC.
8712 W 151ST STREET
OVERLAND PARK, KS 66221

Property Address: 4937 Parish Drive

Lot 37 and 38, MISSION RIDGE, a subdivision in Roeland Park, Johnson County, Kansas. Containing 32,866 s.f. or 0.75 Acres, more or less.

"The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as
"CLARKHURST 2"

DEDICATION:

THE UNDERSIGNED PROPRIETORS OF THAT PROPERTY SHOWN ON THIS PLAT DOES HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PART OF LAND INDICATED ON THIS PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVES, LINES, AVENUES AND ALLEYS AND HERETOFORE DEDICATED, HEREIN REPEATEDLY, TO THE PUBLIC USE AND TRAVEL OF THE PEOPLE OF THE CITY OF ROELAND PARK, KANSAS, AND THE PARTS OF THE LAND SO DEDICATED, AND ANY PRESS, LINES, POLES AND WIRES, CONDUITS, DUCTS OR CABLES HERETOFORE INSTALLED THEREUPON AND THEREIN ARE REQUIRED TO BE RELOCATED, IN ACCORDANCE WITH PROPOSED IMPROVEMENTS, AS NOW SET FORTH, THE UNDERSIGNED PROPRIETOR HEREBY ABSOLVE AND AGREES TO REMOVE THE CITY OF ROELAND PARK, KANSAS, FROM ANY EXPENSE INCIDENT TO THE RELOCATION OF ANY EXISTING INSTALLATIONS WITHIN FROM EASEMENTS.

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT, USE AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER GAS, SEWER PRESS. POLES, WIRES, LINES, POLES AND WIRES, CONDUITS, DUCTS OR CABLES, PRESS, LINES, POLES AND WIRES, CONDUITS, DUCTS OR CABLES, SHALL BE HEREBY GRANTED TO THE CITY OF ROELAND PARK, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE THE EASEMENT FOR THESE PURPOSES.

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT, USE AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, SURFACE DRAINAGE FACILITIES, SUBSURFACE DRAINAGE FACILITIES AND SIMILAR FACILITIES, UPON, OVER AND UNDER AND THROUGH THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "DRAINAGE EASEMENT" OR "D/E" IS HEREBY GRANTED TO THE CITY OF ROELAND PARK, KANSAS. DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF OBSTRUCTIONS THAT IMPAIR THE STRENGTH OR INTERFERE WITH THE USE AND/OR MAINTENANCE OF STORM DRAINAGE FACILITIES.

AN EASEMENT OR LICENSE TO LAY, CONSTRUCT, ALTER, REPAIR, REPLACE AND OPERATE ONE OR MORE SEWER LINES AND ALL APPURTENANCES CONVENIENT FOR THE COLLECTION OF SANITARY SEWAGE, TOGETHER WITH THE RIGHT OF EGRESS OR EGRESS, OVER AND THROUGH THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "SSE" ON THIS PLAT IS HEREBY DEDICATED TO THE CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS OR THEIR ASSIGNS.

CONSENT TO LEVY

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED LAND HEREBY AGREE AND CONSENT THAT THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, AND THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, MAY LEVY AND COLLECT TAXES AND SPECIAL ASSESSMENTS FOR PUBLIC USE AND TRAVEL OF THE PEOPLE OF THE CITY OF ROELAND PARK, KANSAS, AND THAT THE AMOUNT OF UNPAID SPECIAL ASSESSMENTS ON SUCH LAND SO DEDICATED, SHALL BECOME AND REMAIN A LIEN ON THE REMAINDER OF THIS LAND FRONTING OR ABUTTING ON SUCH DEDICATED PUBLIC WAY OR THOROUGHFARE.

RESTRICTIONS

ALL LOTS, PARCELS AND PROPERTIES IN THIS SUBDIVISION SHALL HEREAFTER BE SUBJECT TO THE DECLARATION OF RESTRICTIONS FOR "CLARKHURST 2", WHICH DECLARATION IS A SEPARATE INSTRUMENT AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF JOHNSON COUNTY, KANSAS, AND WHICH SHALL HEREBY BECOME A PART OF THE DEDICATION OF THIS PLAT AS THOUGH FULLY SET FORTH HEREIN.

EXECUTION

IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS _____ DAY OF _____ 2016.

JIM LAMBE — PRESIDENT

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) SS:
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2016, BEFORE ME, the undersigned Notary Public in and for said County and State, came JIM LAMBE, PRESIDENT OF LAMBE CUSTOM HOMES, WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO EXECUTED, AS SUCH OFFICER, THE WITHIN INSTRUMENT ON BEHALF OF SAID COMPANY, AND SUCH PERSON DULY ACKNOWLEDGE THE EXECUTION OF THE SAME TO BE THE ACT AND DEED OF SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC: _____ MY APPOINTMENT EXPIRES: _____

PRINT NAME: _____

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF _____ 2016.

CHAIRMAN — JULIE MOHART

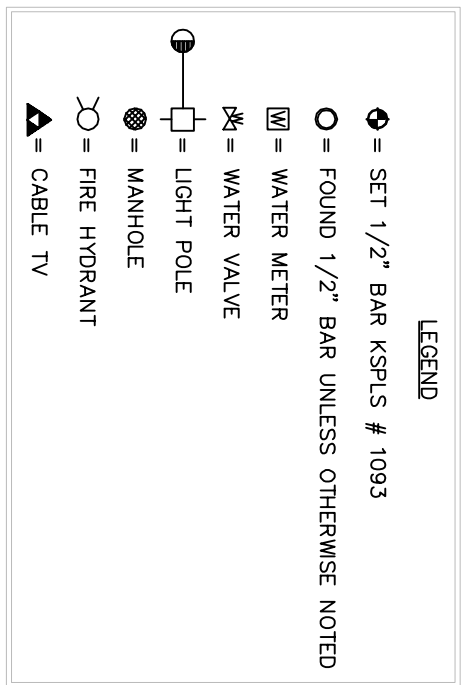
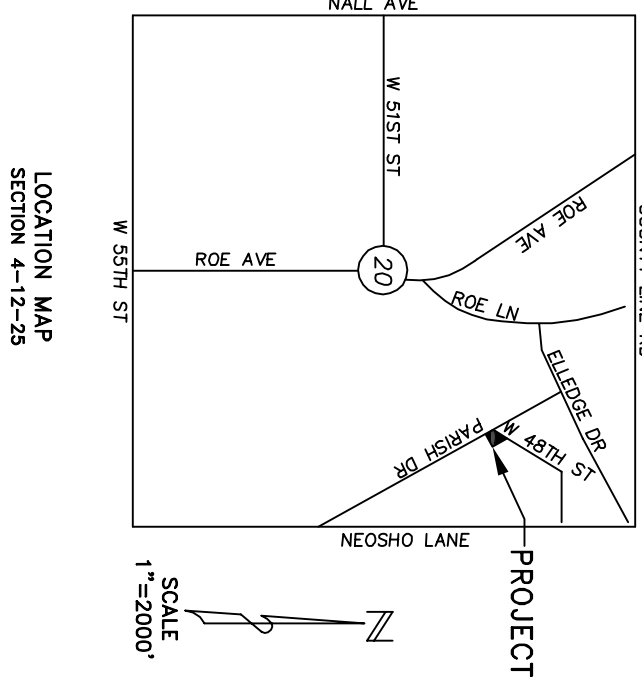
APPROVED BY THE GOVERNING BODY OF THE CITY OF OVERLAND PARK, KANSAS, THIS _____ DAY OF _____ 2016.

ATTEST: _____ CITY CLERK: KELLEY BOHON

MAYOR: JOEL MARQUARDT

LOT AREAS			
LOT	AREA (S.F.)	AREA (AC.)	
1	10,627	0.24	
2	11,541	0.26	
3	10,698	0.25	
PLAT	32,866	0.75	

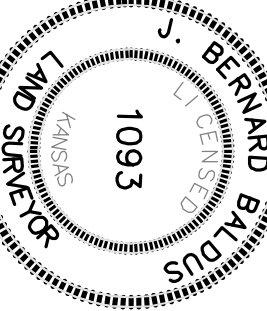
Perimeter 750.75 Area 32,867 sq. ft. 0.75 acres
Mapback Closure: - (Uses listed sources, radii, and deltas)
Error Closure: 0.00028
Error North: 0.000107 East: -0.000256
Precision 1: 268,125.00
Precision 1: 117,890.48



Assumed the Southerly Line of Lot 37 as: North 60°49'27\"/>

I, J. Bernard Badus, hereby certify, that on April 10, 2016, I or someone under my direct supervision have made a survey of the above described tract of land and the results of said survey are correctly represented on this plat.

By: J. Bernard Badus KSPLS 1093 Date: _____



Item Number: New Business- VIII.-B.
Committee 6/20/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appointments to Branding Committee**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information