

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
May 18, 2020 6:00 PM

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

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

Pledge of Allegiance

- A. Instructions on Logging into Meeting Remotely
- B. Roeland Park Property Owners Association Meeting

Roll Call

Modification of Agenda

Public Hearing

Public Hearing for 2021 CDBG Project Application

I. Citizens Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens Are Requested To Keep Their Comments Under 5 Minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

II. Consent Agenda

Consent agenda items have been studied by the Governing Body and will be acted on in a single motion. If a Council member requests a

separate discussion on an item, it can be removed from the consent agenda and placed on new business for further consideration.

- A. Appropriations Ordinance #950
- B. May 4, 2020 Council Minutes
- C. Approve Solid Waste Service Contract Extension with MARC
- D. Approve Annual Cooperative Agreement with Johnson County for Storm Water Best Management Practices Program

III. Business From the Floor

A. Applications / Presentations

- 1. Parks Committee Update

IV. Workshop and Committee Reports

V. Reports of City Liaisons

- A. Aquatic Center Advisory Committee

VI. Unfinished Business

VII. New Business

- A. Elimination of Criminal History Question from Employment Application
- B. Adopt Solid Waste Assessment for 2021
- C. Special Purpose Sales Tax Renewal Ballot Language

VIII. Ordinances and Resolutions:

- A. Ordinance 995 Adopting Solar Ready Requirements
- B. Resolution 676 Adopting Carbon Emission Reduction Goal

IX. Workshop Items:

X. Reports of City Officials:

- A. Weekly COVID-19 Update

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: Pledge of Allegiance- -A.
Committee 5/18/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Instructions on Logging into Meeting Remotely**

Item Type:

Recommendation:

See instructions to log in below.

Details:

The City Council Meeting will be held remotely. Below are instructions for joining the meeting by phone, online or both.

Roeland Park City Council Meeting and Workshop

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/RoelandParkCouncil/roeland-park-city-council-meeting-and-workshop>

You can also dial in using your phone.

United States (Toll Free): 1 877 568 4106

Access Code: 719-374-005

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/719374005>

Please use these tips while listening in:

- 1) Please be sure to mute yourself.
- 2) We recommend logging in a couple minutes early to test the app. The meeting will be recorded.

3) If you're able to, joining the meeting through the online portal is best so you can see the screen and listen in. If you have trouble with audio, you can call in as well as use the web-based meeting app.

4) We will allow public comment at the beginning of the Council Meeting. If you would like to make a public comment, please log or call into the meeting five minutes early so we can get your name and call on you when it's time to make a public comment. If you are logged in online, you can also make your request to speak known using the chat function in the app.

5) Unless called upon or requesting to speak, we ask that audience members abstain from speaking or adding commentary to the chat function so we can maintain an orderly and efficient meeting.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Pledge of Allegiance- -B.
Committee 5/18/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Roeland Park Property Owners Association Meeting**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ RPPOA Agenda	Cover Memo
☐ RPPOA Minutes May 20, 2019	Cover Memo

Notice of a meeting

The Vice President of the Board of Directors of the Roeland Park City Hall Property Owners Association Jen Hill is hereby calling a meeting of the association on May 18, 2020 at 6:00 p.m. with the following agenda.

ROELAND PARK CITY HALL PROPERTY OWNERS ASSOCIATION

Agenda
May 18, 2020
6:00 p.m.

1. Approval of May 20, 2019 Minutes
2. Appointment of Board of Directors
 - Condo Unit 1 –Jan Faidley and Tom Madigan
 - Condo Unit 2 –Jennifer Hill and Benjamin Dickens
 - Condo Unit 3 – Claudia McCormack and Trisha Brauer
 - Condo Unit 4 – Jim Kelly and Michael Rebne
 - Condo Unit 5 – Mike Kelly

Sincerely,

Claudia McCormack, Secretary

Notice of a meeting

The Vice President of the Board of Directors of the Roeland Park City Hall Property Owners Association Jen Hill is hereby calling a meeting of the Board of Directors on May 18, 2020 at 6:00 p.m. with the following agenda.

ROELAND PARK CITY HALL PROPERTY OWNERS ASSOCIATION

Board of Directors Meeting
Roeland Park City Hall Property Owners Association
Agenda
May 18, 2020
6:00 p.m.

1. Approval of May 20, 2019 Minutes
2. Election of Officers. President, Vice President and Secretary/Treasurer
3. Adoption of 2021 Budget

Sincerely,

Claudia McCormack, Secretary

ROELAND PARK CITY HALL PROPERTY OWNERS ASSOCIATION
Minutes of Special Meeting of Association
May 20, 2019
6:00 p.m.

The Roeland Park City Hall Property Owners Association met on May 20, 2019 at the Roeland Park City Hall, 4600 West 51st Street. Tim Janssen declared that a quorum was present and called the meeting to order at 6:00 p.m.

1. Approval of May 21, 2018 Minutes

MOTION: COUNCILMEMBER POPPA MADE A MOTION, SECONDED BY COUNCILMEMBER KELLY TO APPROVE THE MINUTES. MOTION CARRIED. 8/0

2. Appointment of Board of Directors

Condo Unit 1 –Jan Faidley and Tom Madigan
Condo Unit 2 –Jennifer Hill and Tim Janssen
Condo Unit 3 – Claudia McCormack and Erin Thompson
Condo Unit 4 – Jim Kelly and Michael Poppa
Condo Unit 5 – Mike Kelly

MOTION: COUNCILMEMBER MADIGAN MADE A MOTION, SECONDED BY COUNCILMEMBER MCCORMACK TO APPROVE THE BOARD OF DIRECTORS. MOTION CARRIED.

MOTION: THE MAYOR MADE A MOTION, SECONDED BY COUNCILMEMBER POPPA TO ADJOURN. MOTION CARRIED. 8/0

Adjournment 6:01 p.m.

ROELAND PARK CITY HALL PROPERTY OWNERS ASSOCIATION

Minutes of the Board of Directors
May 20, 2019
6:01 p.m.

The Roeland Park City Hall Property Owners Association Board of Directors met on May 20, 2019 at the Roeland Park City Hall, 4600 West 51st Street. Tim Janssen declared that a quorum was present and called the meeting to order at 6:00 p.m.

1. Approval of May 21, 2018 Minutes –

MOTION: COUNCILMEMBER MADIGAN MADE A MOTION, SECONDED BY COUNCILMEMBER HILL TO APPROVE THE MINUTES OF May 21, 2018. MOTION CARRIED. 8/0

2. Election of officers

President JANSSEN

Vice President HILL

Secretary MCCORMACK

MOTION: COUNCILMEMBER THOMPSON MADE A MOTION, SECONDED BY COUNCILMEMBER POPPA .TO APPORVE COUNCIL MEMBER JANNSSEN TO SERVE AS PRESIDENT WITH COUNCIL MEMBER HILL AS VICE PRESIDENT AND COUNCILMEMBER MCCORMACK AS SECRETARY TREASURER. MOTION CARRIED. 8/0

3. Adoption of 2020 Budget

ROELAND PARK CITY HALL PROPERTY OWNERS ASSOCIATION
COMMON AREA
2020 BUDGET

Janitorial Maintenance	\$11,156
Equipment Maintenance	\$6,694
Floor/Carpet Cleaning	\$4,781
Landscaping/Lawn Care	\$7,172
Snow Removal	<u>\$2,072</u>
Operating Expenses	\$31,875
Reserve (3%)	<u>\$1,972</u>
	\$33,847

MOTION: COUNCILMEMBER MADIGAN MADE A MOTION, SECONDED BY COUNCILMEMBER KELLY TO APPROVE THE 2020 COMMON AREA BUDGET. MOTION CARRIED.

MOTION: COUNCILMEMBER HILL MADE A MOTION, SECONDED BY THE MAYOR TO ADJOURN. MOTION CARRIED. 8/0

3. Adjournment 6:04 PM

ROELAND PARK CITY HALL PROPERTY OWNERS ASSOCIATION
Minutes of Special Meeting of Association
May 18, 2020
6:00 p.m.

The Roeland Park City Hall Property Owners Association met virtually in GoToMeeting on May 18, 2020 at the Roeland Park City Hall, 4600 West 51st Street. Jen Hill declared that a quorum was present and called the meeting to order at 6:00 p.m.

1. Approval of May 20, 2019 Minutes

MOTION: COUNCILMEMBER_____ MADE A MOTION, SECONDED BY
COUNCILMEMBER _____ TO APPROVE THE MINUTES. MOTION CARRIED.

2. Appointment of Board of Directors

Condo Unit 1 –Jan Faidley and Tom Madigan
Condo Unit 2 –Jennifer Hill and Benjamin Dickens
Condo Unit 3 – Claudia McCormack and Trisha Brauer
Condo Unit 4 – Jim Kelly and Michael Rebne
Condo Unit 5 – Mike Kelly

MOTION: COUNCILMEMBER_____ MADE A MOTION, SECONDED BY
COUNCILMEMBER _____ TO APPROVE THE BOARD OF
DIRECTORS. MOTION CARRIED.

MOTION: COUNCILMEMBER_____ MADE A MOTION, SECONDED BY
COUNCILMEMBER _____ TO ADJOURN.
MOTION CARRIED.

Adjournment _____ **p.m.**

ROELAND PARK CITY HALL PROPERTY OWNERS ASSOCIATION

Minutes of the Board of Directors
May 18, 2020
_____ **p.m.**

The Roeland Park City Hall Property Owners Association Board of Directors met virtually in GoToMeeting on May 18, 2020 at the Roeland Park City Hall, 4600 West 51st Street. Jen Hill declared that a quorum was present and called the meeting to order at 6:00 p.m.

1. Approval of May 20, 2019 Minutes –

MOTION: COUNCILMEMBER _____ MADE A MOTION, SECONDED BY
COUNCILMEMBER _____ TO APPROVE THE MINUTES OF May 20, 2019.
MOTION CARRIED.

2. Election of officers

President _____

Vice President _____

Secretary _____

MOTION: COUNCILMEMBER _____ MADE A MOTION, SECONDED BY
COUNCILMEMBER _____ .TO APPORVE _____ TO
SERVE AS PRESIDENT WITH _____ AS VICE PRESIDENT AND
_____ AS SECRETARY TREASURER. MOTION CARRIED.

3. Adoption of 2021 Budget

ROELAND PARK CITY HALL PROPERTY OWNERS ASSOCIATION
COMMON AREA
2021 BUDGET

Janitorial Maintenance	\$11,156
Equipment Maintenance	\$6,694
Floor/Carpet Cleaning	\$4,781
Landscaping/Lawn Care	\$7,172
Snow Removal	<u>\$2,072</u>
Operating Expenses	\$31,875
Reserve (3%)	<u>\$1,972</u>
	\$33,847

MOTION: COUNCILMEMBER _____ MADE A MOTION, SECONDED BY
COUNCILMEMBE _____ TO APPROVE THE 2020 COMMON
AREA BUDGET. MOTION CARRIED.

MOTION: COUNCILMEMBER _____ MADE A MOTION, SECONDED BY
COUNCILMEMBER _____ TO ADJOURN. MOTION CARRIED.

3. Adjournment _____ **PM**

Item Number: **Public Hearing- -**
Committee **5/18/2020**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/24/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Public Hearing for 2021 CDBG Project Application**
Item Type: Other

Recommendation:

Staff recommends submitting an application for CDBG funding for ADA improvements at the Community Center/Aquatic Center.

Details:

The attached CDBG application details proposed ADA related improvements to the exterior of the Community Center/Aquatic Center campus. A City is limited to \$200,000 of CDBG funds per two year period, if for example \$200,000 was awarded for 2021, the City could not apply for funds in 2022. Staff prefers seeking awards every other year because use of these funds requires greater administrative oversight and fiscal audit, both add cost, thus an every other year grant would be preferred.

Identifying a project that meets all of the CDBG award criteria and is over \$200k in cost is a challenge. The Federal Government has allocated additional CDBG funds for 2020 as part of the COVID-19 Stimulus, it is not clear if this will result in additional funds being available for the 2021 program.

CDBG will not allow for reimbursement of expenses incurred prior to the award of CDBG funds and the project is to be completed by 12/1/21. This requires the project to be fairly simple, requiring little engineering time, and quick execution. Not to mention that the federal government does not award the funds timely, therefore the project schedule must be flexible.

A mill and overlay project for Delmar Street (\$133,000 estimated cost) as well as the ADA improvements at the Pool/Community Center (\$224,000 estimated cost) have been identified as possible CDBG projects. The ADA improvements should be completed in concert with the

Parking and Storm Drainage improvements at the Community Center. Larkin has already been approved to design the ADA and Parking/Storm improvements. Because of prevailing wage requirements tied to CDBG funded projects Larkin would develop separate contract documents for the ADA improvements from the Parking/Storm improvements. The City would structure the bid so that both projects would be awarded to the same contractor. This will require delaying the parking/storm improvements until 2021, which does not create a problem, however work will need to commence during the summer (while the pool is open) in order to ensure the project is complete by 12/1/21. The City would minimize disruption to the parking area and entrance to the pool while the pool is open through language in the construction contract.

A final restriction on selecting CDBG eligible projects is that the project must occur inside of a block group which has at least 42.75% of the residents served qualifying as low or moderate income. This percentage has gone up from 32% from when we last applied, making it even more challenging to identify qualifying projects. Per the list of Census Tract Block Groups attached Roeland Park now only has one block group that meets or exceeds the new 42.75% threshold. More than one block group may benefit from a project (the population served), the combined LMI % for the service population must be at least 42.75% low to moderate income.

An exception to the 42.75% LMI criteria is available specifically for projects that address ADA issues. This allows us to apply for the ADA improvements identified as needed at the Community Center and Aquatic Center.

All of the factors noted above are considered as we look for CDBG application prospects.

The Public Hearing required as part of the CDBG project consideration process is an opportunity to receive community input on the application, answer questions, and discuss. This is a step which must be completed prior to submitting an application.

Financial Impact

Amount of Request: Varies	
Budgeted Item?	Budgeted Amount: 2021 Budget Has Not Yet Been Adopted
Line Item Code/Description: N/A	

Additional Information

Also attached is the scoring criteria for CDBG applications, you may use this to gauge how well the projects will stack up to projects submitted from other agencies. Staff feels confident the ADA project will score very well. We have also been successful in securing CDBG funds for mill/overlay projects in 2018 and 2019, however the County "Strategies" have changed since we last applied and the ADA project does align well with their strategies.

The City received \$100,000 in CDBG funds in support of the Birch Street project in 2018. We received \$136,000 (original request of \$164,000) in CDBG funds in support of the El Monte Street project in 2019. Because we were awarded more than \$100,000 in 2019 we were not allowed to apply for CDBG funds in 2020.

How does item relate to Strategic Plan?

The projects all address infrastructure in need of replacement and using these grant funds we will leverage our local dollars to complete more.

How does item benefit Community for all Ages?

Each of the projects serve to enhance the physical environment of residents from all age groups.

ATTACHMENTS:

Description		Type
▣	2021 Census Block Group LMI %	Cover Memo
▣	CDBG Application Scoring Criteria	Cover Memo
▣	Delmar Mill and Overlay Cost Estimate	Cover Memo
▣	2021 CDBG Application for Community Center/Aquatic Center ADA Improvements	Cover Memo

FY Exception 42.75%

City	TRACT	BLKGRP	LOWMOD	LOWMOD	LOWMODPCT
			persons	universe	
Aubry Twp	053803	1	320	2180	14.68%
Aubry Twp	053803	2	195	1450	13.45%
Aubry Twp	053804	1	285	2420	11.78%
De Soto	052700	3	725	2400	30.21%
De Soto/Lex TS	052700	1	1195	2795	42.75%
De Soto/Lex TS	052700	2	1145	2310	49.57%
Edgerton	053701	1	745	1695	43.95%
Edgerton/McCamish Twp	053701	2	140	915	15.30%
Fairway	050000	6	115	1295	8.88%
Fairway	050700	1	200	690	28.99%
Fairway	050700	2	210	960	21.88%
Fairway	050800	2	65	1070	6.07%
Gardner	053703	1	655	2380	27.52%
Gardner	053703	2	530	920	57.61%
Gardner	053705	1	955	2015	47.39%
Gardner	053705	2	540	1160	46.55%
Gardner	053707	1	220	675	32.59%
Gardner	053707	2	810	2815	28.77%
Gardner	053707	3	720	1190	60.50%
Gardner	053709	1	340	1495	22.74%
Gardner	053709	2	630	1205	52.28%
Gardner	053709	3	165	1150	14.35%
Gardner	053709	4	35	545	6.42%
Gardner	053712	1	70	995	7.04%
Gardner	053712	2	285	845	33.73%
Gardner Twp	053709	5	265	1090	24.31%
Gardner Twp	053711	2	680	1060	64.15%
Gardner Twp	053711	3	235	850	27.65%
Lake Quivira	052306	2	375	2020	18.56%
Leawood	051600	1	210	855	24.56%
Leawood	051600	2	280	2375	11.79%
Leawood	051600	3	290	2285	12.69%
Leawood	051700	2	305	2265	13.47%
Leawood	051700	3	170	1415	12.01%
Leawood	053201	2	85	600	14.17%
Leawood	053203	2	270	2440	11.07%
Leawood	053301	1	675	2820	23.94%
Leawood	053301	2	185	2640	7.01%
Leawood	053302	1	310	2170	14.29%
Leawood	053302	2	55	1700	3.24%
Leawood	053302	3	415	3055	13.58%
Leawood	053409	1	920	3500	26.29%
Leawood	053410	2	55	2610	2.11%
Leawood	053410	4	255	2025	12.59%
Merriam	050400	1	145	1075	13.49%
Merriam	050500	2	165	580	28.45%
Merriam	052001	1	1195	2270	52.64%
Merriam	052004	1	750	1655	45.32%
Merriam	052101	1	865	2000	43.25%
Merriam	052201	2	520	1100	47.27%

FY Exception 42.75%

City	TRACT	BLKGRP	LOWMOD	LOWMOD	LOWMODPCT
			persons	universe	
Merriam	052201	3	900	1980	45.45%
Mission	050200	2	440	1015	43.35%
Mission	050200	3	315	1135	27.75%
Mission	050200	4	190	505	37.62%
Mission	050301	1	800	1375	58.18%
Mission	050301	2	255	920	27.72%
Mission	050301	3	855	1820	46.98%
Mission	050302	1	430	890	48.31%
Mission	050302	2	155	555	27.93%
Mission	050600	2	50	750	6.67%
Mission	050700	5	175	735	23.81%
Mission Hills	050800	1	25	755	3.31%
Mission Hills	050800	3	150	985	15.23%
Mission Hills	050900	1	90	850	10.59%
Mission Hills	050900	2	230	1195	19.25%
Olathe	052801	1	240	2460	9.76%
Olathe	052801	2	345	1705	20.23%
Olathe	052801	3	425	2565	16.57%
Olathe	052801	5	295	1680	17.56%
Olathe	052802	1	40	1140	3.51%
Olathe	052802	2	515	2375	21.68%
Olathe	052802	3	15	1475	1.02%
Olathe	052802	4	245	1410	17.38%
Olathe	052802	5	170	2830	6.01%
Olathe	052803	1	1270	2565	49.51%
Olathe	052803	2	710	1135	62.56%
Olathe	052904	1	195	965	20.21%
Olathe	052904	2	415	1465	28.33%
Olathe	052904	3	515	1185	43.46%
Olathe	052905	1	1895	2390	79.29%
Olathe	052905	2	680	1665	40.84%
Olathe	052906	1	615	1080	56.94%
Olathe	052906	2	590	1685	35.01%
Olathe	052906	3	955	2250	42.44%
Olathe	052907	1	1285	1760	73.01%
Olathe	052907	2	100	870	11.49%
Olathe	052907	3	1145	2195	52.16%
Olathe	052908	1	1425	2235	63.76%
Olathe	052908	2	510	945	53.97%
Olathe	052908	3	555	1445	38.41%
Olathe	052908	4	860	985	87.31%
Olathe	052910	1	370	2260	16.37%
Olathe	052910	2	360	1755	20.51%
Olathe	053006	1	755	2395	31.52%
Olathe	053006	2	265	1055	25.12%
Olathe	053007	1	600	1705	35.19%
Olathe	053007	2	145	1240	11.69%
Olathe	053007	3	255	1005	25.37%
Olathe	053007	4	75	1075	6.98%
Olathe	053011	1	100	2165	4.62%

FY Exception 42.75%

City	TRACT	BLKGRP	LOWMOD	LOWMOD	LOWMODPCT
			persons	universe	
Olathe	053403	1	600	2615	22.94%
Olathe	053403	2	245	1295	18.92%
Olathe	053406	1	55	980	5.61%
Olathe	053406	2	170	1140	14.91%
Olathe	053406	3	140	2300	6.09%
Olathe	053406	4	50	1380	3.62%
Olathe	053502	1	725	845	85.80%
Olathe	053502	2	1255	1800	69.72%
Olathe	053502	3	130	130	100.00%
Olathe	053505	1	210	1630	12.88%
Olathe	053505	2	250	2940	8.50%
Olathe	053505	3	135	925	14.59%
Olathe	053505	4	340	2675	12.71%
Olathe	053506	1	185	1450	12.76%
Olathe	053506	2	460	2230	20.63%
Olathe	053507	1	210	1325	15.85%
Olathe	053507	2	225	1145	19.65%
Olathe	053507	3	340	1105	30.77%
Olathe	053507	4	75	950	7.89%
Olathe	053507	5	30	1145	2.62%
Olathe	053508	1	435	1355	32.10%
Olathe	053508	2	275	935	29.41%
Olathe	053508	3	385	1245	30.92%
Olathe	053508	4	565	1215	46.50%
Olathe	053508	5	560	1605	34.89%
Olathe	053509	1	185	1340	13.81%
Olathe	053509	2	500	1385	36.10%
Olathe	053509	3	805	1925	41.82%
Olathe	053509	4	100	1300	7.69%
Olathe	053509	5	635	1245	51.00%
Olathe	053510	1	70	1225	5.71%
Olathe	053510	2	340	1520	22.37%
Olathe	053510	3	30	1190	2.52%
Olathe	053510	4	330	1850	17.84%
Olathe	053555	1	395	510	77.45%
Olathe	053555	2	405	495	81.82%
Olathe	053555	3	455	660	68.94%
Olathe	053556	1	1075	1925	55.84%
Olathe	053556	2	705	1210	58.26%
Olathe	053557	1	535	750	71.33%
Olathe	053557	2	1170	1530	76.47%
Olathe	053601	1	495	805	61.49%
Olathe	053601	2	975	1340	72.76%
Olathe	053602	1	455	835	54.49%
Olathe	053602	2	1600	2630	60.84%
Olathe	053602	3	300	1350	22.22%
Olathe	053602	4	550	1780	30.90%
Olathe	053711	1	120	1625	7.38%
Olathe Twp	052801	4	90	1905	4.72%
Oxford Twp	053406	5	330	3245	10.17%

FY Exception 42.75%

City	TRACT	BLKGRP	LOWMOD	LOWMOD	LOWMODPCT
			persons	universe	
Oxford Twp	053411	2	260	835	31.14%
Prairie Village	050700	3	280	1395	20.07%
Prairie Village	050700	4	175	845	20.71%
Prairie Village	050900	3	680	2470	27.53%
Prairie Village	051000	1	220	950	23.16%
Prairie Village	051000	2	120	1040	11.54%
Prairie Village	051000	3	255	1010	25.25%
Prairie Village	051000	4	125	705	17.73%
Prairie Village	051300	1	540	1320	40.91%
Prairie Village	051300	4	235	995	23.62%
Prairie Village	051400	1	200	820	24.39%
Prairie Village	051400	2	275	635	43.31%
Prairie Village	051400	3	85	760	11.18%
Prairie Village	051400	4	80	1005	7.96%
Prairie Village	051500	1	315	1155	27.27%
Prairie Village	051500	2	155	585	26.50%
Prairie Village	051500	3	270	1080	25.00%
Prairie Village	051500	4	360	1200	30.00%
Prairie Village	051801	1	310	720	43.06%
Prairie Village	051801	2	230	1110	20.72%
Prairie Village	051801	3	140	1555	9.00%
Roeland Park	050000	1	300	710	42.25%
Roeland Park	050000	5	60	745	8.05%
Roeland Park	050100	1	570	1020	55.88%
Roeland Park	050100	2	330	1010	32.67%
Roeland Park	050100	3	170	855	19.88%
Roeland Park	050100	4	230	600	38.33%
Roeland Park	050100	5	195	655	29.77%
Roeland Park	050200	1	260	1140	22.81%
Spring Hill	053801	1	840	1605	52.34%
Spring Hill Twp	053801	2	1090	3025	36.03%
Spring Hill Twp	053801	3	90	840	10.71%
Westwood	050000	2	185	760	24.34%
Westwood	050000	4	200	875	22.86%
Westwood Hills	050000	3	175	685	25.55%

EVALUATION RECOMMENDATIONS

As a part of the evaluation process each applicant (other than City of Olathe applicants) will make a presentation and respond to any questions before members of the Housing & Community Development Advisory Committee. At this meeting applicants will present the proposed project and field questions from the Committee.

The Housing & Community Development Advisory Committee will rate each application and make funding recommendations based on the following criteria:

Maximum Points 100	General Review Criteria
30	NEED ▪ The applicant clearly described the local need. ▪ Data provided is current, local and adequately substantiates the need. ▪ Demonstrates that the need is not currently or adequately being met through existing programs. ▪ The applicant provided convincing reasons why the project should be funded. ▪ The project meets a strategic priority of Johnson County.
20	THE PROJECT ▪ The project is based on the identified need. ▪ Project goals are clear and specific. ▪ Project beneficiaries/outputs are described. ▪ Project objectives/outcomes are realistic, measurable and appear to be achievable. ▪ Project will impact significantly on the identified need. ▪ Describes clearly the criteria for evaluating the success/impact of the project and whether objectives/outcomes were in fact met.
20	BUDGET & TIMELINESS ▪ Project budget demonstrates that the proposed expenditures are reasonable. ▪ Other funding sources and amounts needed to accomplish the project are identified. ▪ Project leveraged other funding sources and is not solely dependent on CDBG funds. ▪ For Housing/Public Facilities Projects – project will proceed in a timely manner. ▪ For Public Service Projects - project is cost effective in relation to cost per unit of service and the community need identified. ▪ Timeliness and deobligation of prior grants.
30	Performance Measures ▪ Explanation of variances. ▪ Actual accomplishments comparable to estimates on prior grants.



9001 State Line Rd., Ste. 200
 Kansas City, MO 64114
 [P] 816.361.0440
 [F] 816.361.0045
 LampRynearson.com

4/21/2020

Project Cost Estimate					
Delmar Street - Street Maintenance					
Elledge Drive to 47th Street					
City of Roeland Park, KS					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Force Account	LS	1	\$ 10,000.00	\$ 10,000.00
2	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
3	Asphaltic Concrete Removal (Mill)	LS	1	\$ 12,000.00	\$ 12,000.00
4	Asphaltic Concrete (2")	Ton	365	\$ 80.00	\$ 29,200.00
5	Asphaltic Concrete Base Repair (4")	SY	400	\$ 50.00	\$ 20,000.00
6	Concrete Driveway (6") (KCMMB 4K)	SY	185	\$ 85.00	\$ 15,725.00
7	Concrete Sidewalk (6") (Driveway Ramp) (KCMMB 4K)	SF	550	\$ 8.00	\$ 4,400.00
8	Concrete Sidewalk (4") (Transition) (KCMMB 4K)	SF	500	\$ 6.00	\$ 3,000.00
9	Concrete Curb and Gutter (KCMMB 4K) (Remove and Replace)	LF	240	\$ 40.00	\$ 9,600.00
10	Traffic Control	L.S.	1	\$ 1,500.00	\$ 1,500.00

Construction Cost: \$ 110,425.00

Engineering and Limited Survey (10%): \$ 11,042.50

Easement Descriptions: \$ 3,000.00

Construction Administration/Observation (7%): \$ 7,729.75

Material Testing (1%): \$ 1,104.25

Total Project Cost: \$ 133,301.50

1. Asphalt with 5% buffer
2. 20% asphalt base repairs assumed (between Elledge Dr and 48th St), 10% between 48th St and 47th St
3. Six temporary construction easements are anticipated (for existing steep driveways)
4. Estimate is in 2020 Dollars

**JOHNSON COUNTY/OLATHE 2021 CDBG APPLICATION
PUBLIC FACILITIES and IMPROVEMENTS
PART 1 - PROJECT SUMMARY**

For CDBG Staff Use Only.

Date Received: _____ Amount Requested: _____
Matrix Code: _____
Environmental Status: _____ Code Citation: 24 CFR 58. _____
National Objective Code: _____ Code Citation: 24 CFR 570.208 _____

The Project Summary may not exceed two (2) pages.

1. Applicant

Name: Keith Moody WEB Site: www.Roelandpark.org
Address: 4600 W 51st Street Phone: 913 722 2600
City/ZIP: Roeland Park, KS 66205 DUNS #: 044744308

2. Contact person responsible for all communications concerning this proposed project.

Name: Donnie Scharff E-mail: dscharff@roelandpark.org
Address: 4800 Roe Parkway Phone: 913 722 5435
City/ZIP: Roeland Park, KS 66205

3. Title of the proposed project: Roeland Park Community Center & Aquatics Center ADA Improvements

4. Address/location for the proposed project *(If the project is carried out at more than one location, provide complete addresses on a separate sheet. This is necessary for the Environmental Review required by HUD.)*

4850 Rosewood Drive, Roeland Park, KS 66205

5. Amount of CDBG funds being requested: \$200,000

Type and Amount of funds the applicant is committing to this project: (These are your leveraged funds.)

Design and inspection funds from the following local resources:

Aquatic Center Funds= \$24,000

6. In TWO sentences provide a concise description of the project. *(This **MUST** be brief, clear and to the point.)* ADA Improvements will include accessible parking, curbs, ramps, landings, handrails, sidewalks and transitions at the Community Center and the Aquatic Center.

7. If this Public Facility/ Improvement project benefits an area, provide each Census 2010 Tract & Block Group for the entire service benefit area. Please provide the rational for your service area. CDBG funding for ADA improvements is permitted for public facilities without having to meet the LMI requirement since the improvements are presumed to benefit the elderly and disabled. Per Johnson County CDBG program administrators service population information is not required for ADA accessibility improvement projects.

Census Tract(s): Not Applicable, see above.

Block Group(s): Not Applicable, see above.

Boundaries of service area: Not Applicable, see above.

Rational for boundaries of benefit area listed above: Not Applicable, see above.

Income characteristics of the residents of the area: Not Applicable, see above.

Percentage of low / mod income persons in the service area and data used for determining the percentage: The Community Center and Aquatic Center at this location provide service to the elderly as well as those with disabilities. The Community Center offers 50 plus programming as well as offering memberships to its fitness room at no cost to those enrolled in the Silver Sneakers Program. The Fitness Room currently has a total of 165 members, 68 of these members are over the age of 50 (or 41.2% of members). Programs – a total of 2,101 people participated in 50 Plus Programs in 2019, with 5,591 total participations. 58 room rentals at the Community Center in 2019 were by individuals over the age of 50. The Aquatic Center offers water aerobics classes as well as lap swimming, both activities serve elderly and disabled populations.

Please include a map with the service area circled and all census tract / block groups in the service area labeled. Please see **Exhibit A**

8. **How many PEOPLE will benefit from this project?** Estimated 6,735, City population.
9. **Citizen Participation- For Applications by Cities (not County Departments/Agencies).** Project selection was discussed at an open Council meeting on May 4th, 2020 and a public hearing was held at the City Council meeting on May 18, 2020. Minutes from those meetings and the notice of Public Hearing are attached as **Exhibit B.**
10. **Fair Housing Activities-must be completed by all applicants. Describe what actions will be taken to further Fair Housing.** The City of Roeland Park proclaims the month of May as “Fair Housing Month” and urges all citizens to actively support fair housing laws. The Fair Housing Month proclamation is attached as **Exhibit C.**
11. **Does your project address any of Johnson County’s strategic priorities? Yes**
If yes, please briefly explain: (see page 5 of application instructions for details)

Strategic Priority No. 4 – Advance the self-sufficiency of vulnerable populations, including those with intellectual and developmental disabilities, those with mental health needs, those who are aging and those who are housing insecure.

Johnson County Parks and Recreation provides childcare in the Community Center and the Aquatic Center hosts childcare providers, in addition both facilities host senior specific activities and programs, having these facilities in place addresses the Strategic Objective of self-sufficiency of these vulnerable populations.

12. **SIGNATURE:** _____ **Date:** _____

(Signature of Mayor/Director of County or City of Olathe Department/Chairman of Board)

Mike Kelly, Mayor

Please Type/Print Name

**JOHNSON COUNTY/OLATHE 2021 CDBG APPLICATION
PUBLIC FACILITIES and IMPROVEMENTS
PART 2 - PROJECT NARRATIVE**

The Project Narrative may not exceed two (2) pages.

NEED the Project is addressing

1. Clearly describe the specific local need this project will address.

The project will address the need to replace failing elements of these community facilities that are not compliant with current ADA design standards. Sustaining these facilities will ensure healthy social and physical opportunities remain accessible to the community.

2. Describe the major local factors that contribute to the problem.

Limited local funding to maintain the facilities is the major contributing factor.

3. Provide current, up-to-date, county/city-specific data that substantiates the need.

The improvements reflect recommendations from ADA compliance audits completed by specialists in the field in 2019 for the Community Center and Aquatics Center. The City's capital improvements program has more project needs than resources available to fund them.

The PROJECT – Performance Measurement

Summarize the following information using the chart on the next page:

- Clearly state the goal(s) of the 2021 project.
- Identify the inputs of the project.
- Specifically describe the activities you propose to conduct which will help achieve program goals.
- Clearly state what will be the direct products/outputs of the project.
- Clearly state the objectives/outcomes of the project.
- Clearly state how and when the achievement/impact of program objectives will be measured.

The City will measure the impact when the project has reached final completion. Measurements completed and notes taken by the field inspector will confirm compliance with design standards. Quantities reflected in the pay estimates approved by the field inspector will confirm completion of the project objectives.

Please submit 2019 & 2020 forms from previous years' applications along with the actual results for 2019.
 Roeland Park was awarded CDBG funds for 2019 but not for 2020, **Exhibit E** is the Project Narrative for 2019.

2021 Project Narrative

Goal	Inputs	Activities	Measurable Outputs	Outcomes	Actual Results
Resolve all ADA design deficiencies in parking and accessible routes to the entrance of the Community Center, Aquatics Center.	\$224,000 Budget Consulting Engineer: Design, Bid, Contract Administration, Construction Inspection Construction Contractor(s) Administrative Staff	Administration of CDBD Grant Preparation of plans & specification. Competitive bid process. Construction observation and Davis Bacon oversight. Construction activities.	Parking layout for accessible stalls comply with current standards. Accessible routes including isles, markings, ramps, landings, handrails, and thresholds comply with current standards.	Improved access to public facilities for elderly and patrons with disabilities. Compliance with current ADA accessibility design standards. Extended useful life of these facilities.	

**JOHNSON COUNTY/OLATHE 2021 CDBG APPLICATION
PUBLIC FACILITIES and IMPROVEMENTS
PART 3 - BUDGET and TIMELINESS**

The Budget & Timeliness Section may not exceed two (2) pages.

BUDGET NARRATIVE

The information to be provided below pertains only to the proposed project for which you are requesting CDBG funds.

1. **Project Title:** **Roeland Park Community Center & Aquatics Center ADA Improvements**
2. **2021 Total Project Budget**

Revenues *(These funds must directly support and be essential to the implementation of this proposed project.)*

List All Revenue Sources For This Project	Amount
Funds requested from:	
Johnson County CDBG:	200,000
Olathe CDBG:	
Overland Park CDBG:	
Shawnee CDBG:	
***Other Project Revenue:	
Other Federal Funds	
State/Local Funds	24,000
Private Funds	
Other:	
Total Project Revenue	224,000

Expenses

Source	Amount
Personnel	
Equipment	
Supplies	
Space Rent/Utilities	
Other- Consulting Engineer/Architect	24,000
Other- Construction Contract	200,000
Total Project Expenses	224,000

Total project revenue must equal total project expenses.
*****All other project revenue must be specified. Sources must be noted.**

3. **Describe precisely what CDBG funds will be used to pay for.**

Construction (materials and labor) of accessible parking stalls, sidewalk, ramps, landings, handrails, markings, and thresholds. A project location and layout map along with the cost estimate for the project is provided in **Exhibit D.**

Timeliness

HUD imposes a timeliness requirement for the expenditure of CDBG funds on the County.

1. Will this project be ready to proceed as of January 1, 2021? Yes
2. If not ready, when will the project proceed?
3. When is this project scheduled to be completed? December 1, 2021.
4. Describe any circumstances that might prevent this activity from being completed by December 1, 2021.

If CDBG funds are not available as of January 1, 2021.

5. **CDBG History**

If your organization has received CDBG funding in the past, please provide the information below.

Program year	2018	2019	2020
Award in Program Year	<u>100,000</u>	<u>136,000</u>	<u>0</u>
Expended in Program Year	<u>100,000</u>	<u>124,356</u>	<u>0</u>
(Will agree to your reimbursement request forms.)			
Number of PEOPLE served	<u>85</u>	<u>48</u>	<u>0</u>
(Will agree to final project beneficiary form.)			
Balance Remaining	<u>0</u>	<u>0</u>	<u>0</u>
(if applicable)			

**JOHNSON COUNTY/OLATHE 2021 CDBG APPLICATION
ALL PROJECTS
PART 4 – ENVIRONMENTAL QUESTIONS**

HUD requires that an Environmental Review be performed on any project supported by CDBG funds.

To assist us in determining the level of Environmental Review necessary for this proposed project.

Since this project is a PUBLIC FACILITIES/ IMPROVEMENTS project:

- 1. Please provide the address or location of the project. 4850 Rosewood Drive, Roeland Park, KS 66205**
 - 1. Is the facility/improvement in place and will it be retained in the same use without change in size or capacity of more than 20 percent? Yes**
 - 3. Is the project located in a flood zone area? No**
 - 4. Is the location in a primarily residential area? Yes**
-

JOHNSON COUNTY/OLATHE 2021 CDBG APPLICATION
PART 5 - CERTIFICATIONS

The Applicant certifies that:

- (a) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (b) Its governing body has in an official meeting open to the public duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the subrecipient to submit the final statement and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (c) The grant will be conducted and administered in compliance with:
 - (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. Subsection 2000 et seq.);
 - (2) The Fair Housing Act (42 U.S.C. 3601-20).
- (d) It will affirmatively further fair housing.
- (e) It has developed its proposed activity so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposed use of funds may also include activities which the subrecipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, where other financial resources are not available to meet such needs.
- (f) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than Title 1 the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1).
- (g) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1990 as required under Section 570.606(a) and Federal implementing regulations; the requirements in Section 570.606(b)

governing the residential anti-displacement and relocation assistance plan under section 104(d) of the Act (including a certification that the subrecipient is following such a plan); the relocation requirements of Section 570.606(c) governing displacement subject to section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under section 105(a)(11) of the Act.

(h) To the best of my knowledge and belief that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (h) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

(i) It will comply with the other provisions of the Act and with other applicable laws.

Signature

Date

Mayor/Director of County or City of Olathe Department/ Chairman of Board

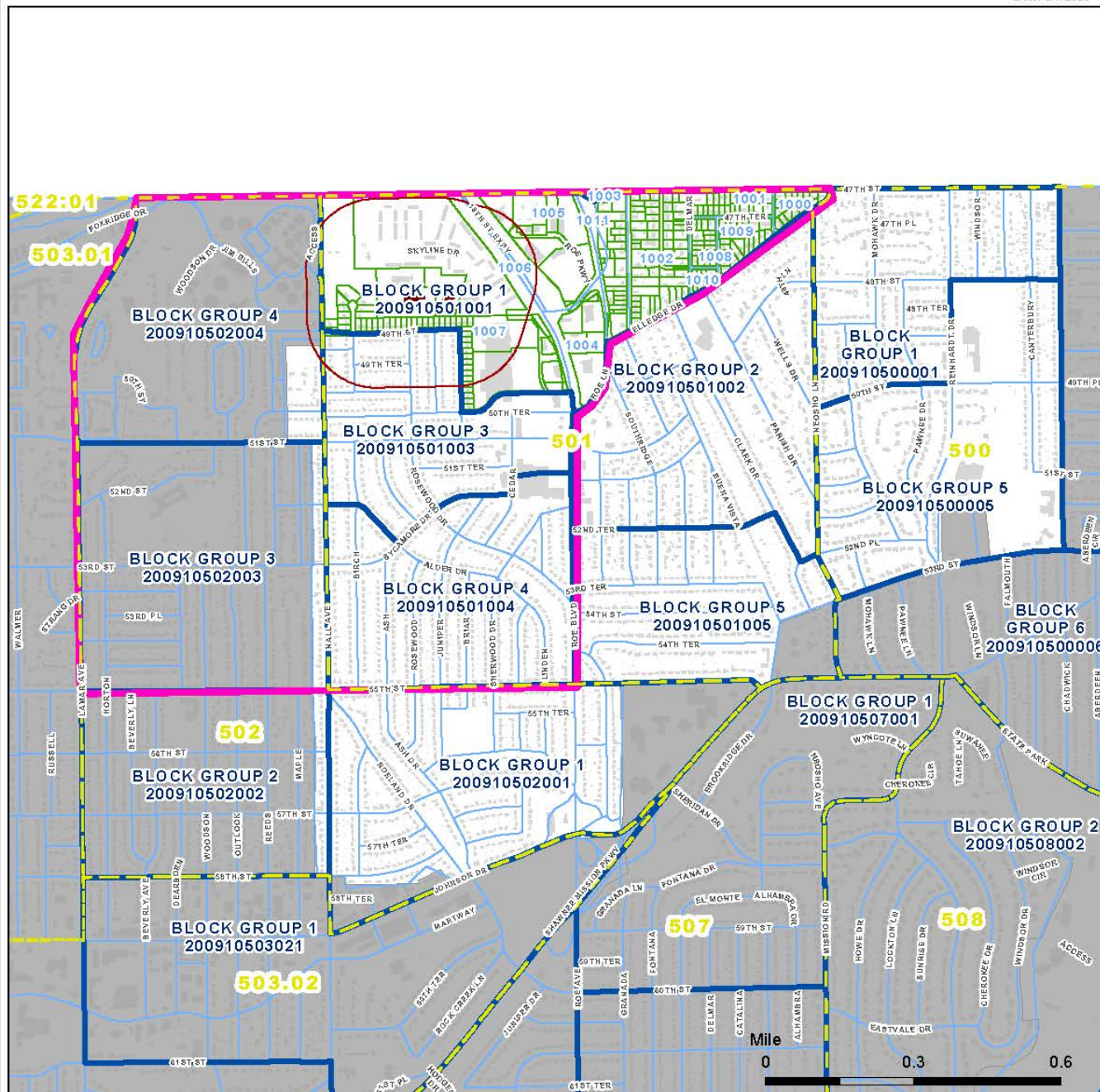
Mike Kelly, Mayor

Please Print Name and Title

Exhibit A: Service Area

JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping

Date: 5/1/2020



- CDBG Eligible Parcels
- Block
- Census Tract
- Service Area
- 750 foot buffer of project parcels

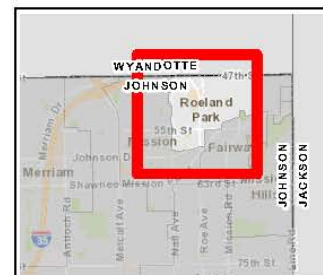


Exhibit D: Project Location & Cost Estimate

JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping

Date: 4/30/2020

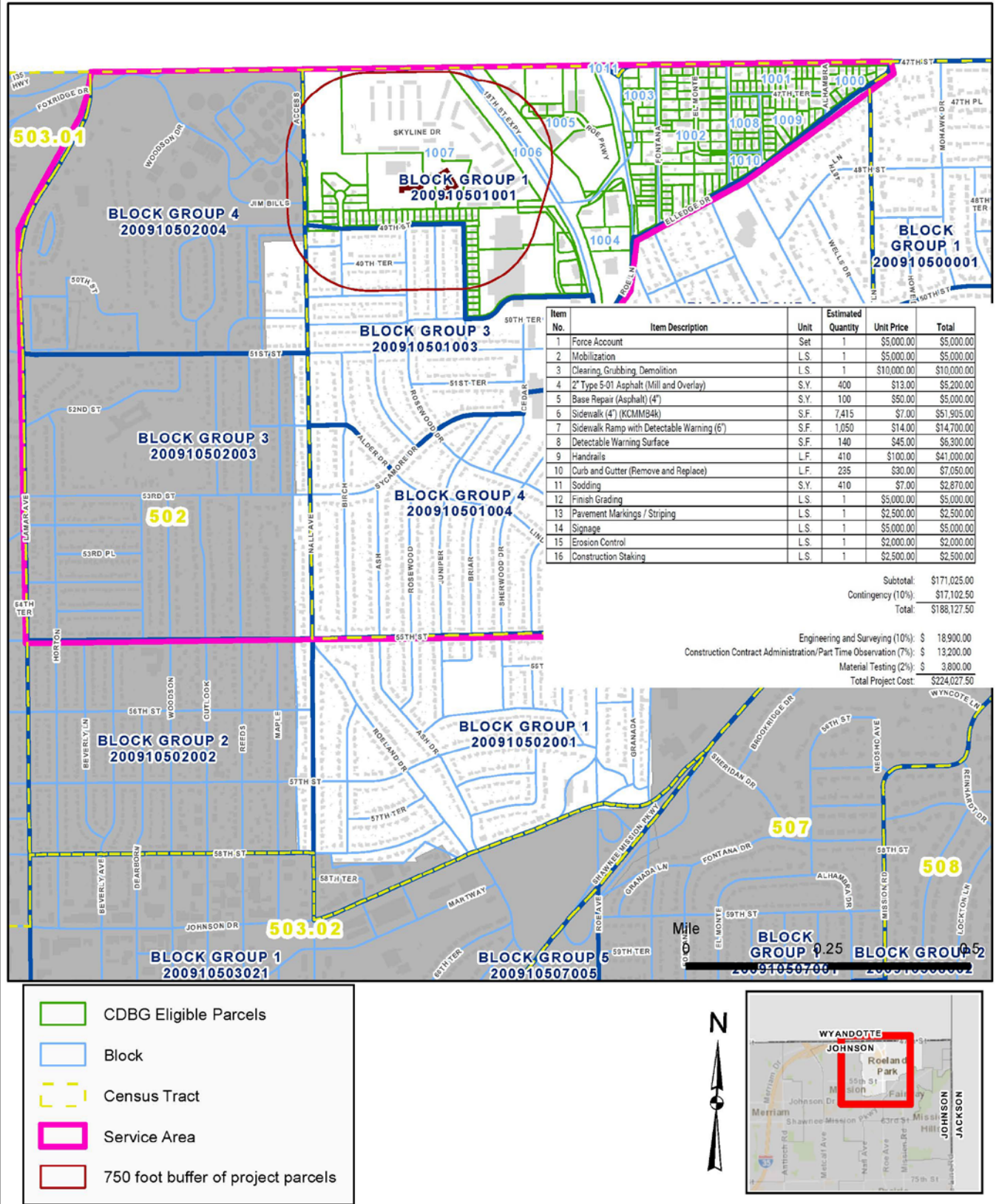


Exhibit E

2019 Project Narrative

Measurable

Goal	Inputs	Activities	Outputs	Outcomes	Actual Results
Enhance the quality of residential streets in Census Tract 501.	\$195,000 Budget	Administration of CDBD Grant	Mill and Overlay .17 Miles of residential streets	Improved street condition and safety.	Completed new curb & gutter, new driveways, and 2" mill & overlay of entire street creating a smooth driving surface.
Improve the quality of life in this neighborhood.	Consulting Engineer: Design, Bid, Contract Administration, Construction Inspection	Preparation of plans & specification.	Remove and Replace 492 L.F. of curb and gutter	Increased maintenance and investment in private properties.	New curb & gutter has improved stormwater runoff along the street
Encourage private maintenance and investment in the neighborhood through public investment.	Administrative Staff	Competitive bid process.	Remove and replace 240 square yards of driveway adjacent to the curb and gutter replaced.		The street condition pavement index rating was improved to 100 from the previous rating of 35.6
		Construction observation and Davis Bacon oversight.	Remove and replace 3 streetlights and adding a 4 th street light.		Private investment will be measured through building permit value and change in assessed values during the subsequent 5 years.
		Construction activities.			

Item Number: Consent Agenda- II.-A.
Committee 5/18/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #950**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Appropriations Ordinance #950	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 14, 2020

Appropriation Ordinance -05/18/2020 - #950

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 18th day of May, 2020.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

282,818.55

Appropriation Ordinance -05/18/2020 - #950

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Distribution Amount	Check #	Check Amount
ADP, LLC	101	5214.101	Other Contracted Services	556203914	05/05/20	244.84	70718	244.84
Airgas USA, LLC	106	5318.106	Tools	9970662250	05/13/20	21.80	70747	21.80
American Fidelity Assurance Co.	101	2052.101	Supplemental Insurance Payable	2068625	05/05/20	416.66	70719	416.66
AT&T	101	5202.101	Telephone	3241 4/21/20	05/05/20	47.22	70720	47.22
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761092541	05/05/20	1,866.43	70721	1,866.43
Bob Allen Ford, Inc.	102	5260.102	Vehicle Maintenance	FOCS361637	05/05/20	146.22	70722	146.22
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1055353	05/05/20	35.00	70723	35.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1055527	05/13/20	201.45	70748	201.45
Confluence, Inc.	101	5209.101	Professional Services	18698	05/13/20	18,248.80	70749	18,248.80
Dog Waste Depot	110	5262.110	Grounds Maintenance	338554	05/13/20	289.65	70750	289.65
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	5012012052	05/05/20	144.00	70724	144.00
Emery Sapp & Sons, Inc.	300	5421.300	Street Maintenance	202000874	05/13/20	137.20	70751	137.20
Evergy	220	5201.220	Electric	9247	05/05/20	402.51	70725	402.51
Evergy	106	5290.106	Street Light Electric	1275 5/1/20	05/13/20	1,742.95	70752	1,742.95
Gordon CPA, LLC	101	5213.101	Audit Fees	4953	05/05/20	14,210.00	70727	14,210.00
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4133	05/05/20	1,305.00	70753	1,305.00
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4139	05/13/20	1,305.00	70728	1,945.00
Jake's Lawn & Landscape, LLC.	110	5262.110	Grounds Maintenance	4138	05/05/20	640.00		
Johnson County Wastewater	101	5288.101	Waste Water	Multiple 4/30/20	05/13/20	57.04	70754	183.09
Johnson County Wastewater	106	5288.106	Waste Water	Multiple 4/30/20	05/13/20	92.71		
Johnson County Wastewater	220	5288.220	Waste Water	Multiple 4/30/20	05/13/20	33.34		
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	2834 4/24/20	05/05/20	33.00	70729	33.00
Keller Fire & Safety	290	5211.290	Maintenace & Repair Equipment	4/22/20	05/13/20	683.23	70755	683.23
Kansas Gas Service	101	5289.101	Natural Gas	1745 5/5/20	05/13/20	261.48	70756	261.48
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	40438	05/05/20	145.20	70730	145.20
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	52872	05/05/20	936.50	70731	936.50
LBA A/C, Heating & Plumbing	101	5210.101	Maintenance & Repair Building	36512374	05/05/20	174.00	70732	174.00
The Legal Record	101	5204.101	Legal Printing	L85653	05/05/20	31.07	70733	68.56
The Legal Record	101	5204.101	Legal Printing	L85663	05/05/20	23.70		
The Legal Record	101	5204.101	Legal Printing	L85704	05/05/20	13.79		
LE Upfitter	102	5308.102	Clothing & Uniforms	7957	05/13/20	138.00	70757	1,237.35
LE Upfitter	102	5308.102	Clothing & Uniforms	7958	05/13/20	267.00		
LE Upfitter	102	5308.102	Clothing & Uniforms	7959	05/13/20	832.35		
Lexington Plumbing & Heating Co.	220	5210.220	Maintenance & Repair Building	97823	05/13/20	335.00	70758	335.00
Lexington Plumbing & Heating Co.	290	5210.290	Maintenace And Repair Building	96021	05/05/20	1,448.00	70734	1,448.00
Logan Contractors Supply, Inc	300	5421.300	Street Maintenance	4/24/20	05/05/20	1,423.54	70735	1,423.54
Mauer Law Firm PC	101	5215.101	City Attorney	4/23/20	05/05/20	13,395.00	70736	13,452.00

Mauer Law Firm PC	370	5457.370	CARS 2020 - Roe	4/23/20	05/05/20	57.00		
McAanany Construction, Inc.	300	5421.300	Street Maintenance	32000102 4/30/20	05/13/20	201,906.35	70759	201,906.35
Micro Center A/R	102	5307.102	Other Commodities	7897588	05/13/20	88.93	70760	88.93
Missouri Organic	106	5263.106	Tree Maintenance	10163	05/05/20	25.00	70737	25.00
National League of Cities	101	5305.101	Dues, Subscriptions, & Books	168595	05/13/20	1,172.00	70761	1,172.00
Rejis Commission	102	5214.102	Other Contracted Services	431173	05/05/20	229.69	70738	229.69
George Schlegel	101	5230.101	Art Commissioner	Recurring Check	05/01/20	100.00	70716	100.00
TransUnion Risk & Alternative	102	5214.102	Other Contracted Services	457712020041	05/05/20	50.00	70739	50.00
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	379570	05/05/20	1,409.37	70740	1,409.37
Verizon Wireless	102	5202.102	Telephone	9853196235	05/05/20	327.04	70741	447.07
Verizon Wireless	104	5202.104	Telephone	9853196235	05/05/20	80.02		
Verizon Wireless	106	5202.106	Telephone	9853196236	05/05/20	40.01		
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	45501	05/05/20	299.00	70742	324.00
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	46020	05/05/20	25.00		
Deborah Sweeney	101	5214.101	Other Contracted Services	7427	05/05/20	297.50	70743	297.50
KPERS	101	2040.101	KPERS Accrued Employee	5/6/20	05/06/20	2,307.30		2,307.30
KPERS	107	5123.107	KPERS City Contribution	5/6/20	05/06/20	3,695.55		3,695.55
KP&F	101	2045.101	KP&F Employee Withholding Payab	5/6/20	05/06/20	2,207.96		2,207.96
KP&F	107	5131.107	KP&F City Contribution	5/6/20	05/06/20	6,772.15		6,772.15

\$ 282,818.55

Item Number: Consent Agenda- II.-B.
Committee 5/18/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **May 4, 2020 Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
May 4, 2020 Council Minutes

Type
Cover Memo

**CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, May 4, 2020 6:00 P.M.**

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

Admin

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

(Roeland Park Council Meeting Called to Order at 6:00 p.m.)

Moment of Silence for Overland Park Officer Mike Mosher

Mayor Kelly called the meeting to order and offered a moment of silence for slain police officer Mike Mosher.

Pledge of Allegiance

Mayor Kelly led everyone in the Pledge of Allegiance

Roll Call

City Clerk Nielsen called the roll. All Governing Body members were present. Staff members present were City Administrator Moody, Assistant City Administrator Jones-Lacy, Public Works Director Scharff, Police Chief Morris, City Clerk Nielsen, and City Attorney Steve Mauer.

Modifications to the Agenda

There were no modifications to the agenda.

Citizens Comments

There were no public comments.

Consent Agenda

- A. Appropriations Ordinance #949**
- B. April 20, 2020 Council Minutes**
- C. Fair Housing Proclamation.**
- D. National Municipal Clerks Week Proclamation**
- E. National Police Week Proclamation**
- F. National Public Works Week Proclamation**
- G. Bike Month Proclamation**

MOTION: CMBR HILL MOVED AND CMBR KELLY SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (MOTION CARRIED 8-0.)

I. Business from the Floor (Proclamations/Presentations/Awards)
Applications / Presentations

A. First Quarter Social Media Report - Katie Garcia

Katie Garcia, the City's Public Information Officer, reviewed their information results for the first quarter of 2020, which included COVID-19 information, the census marketing plan, updates on capital projects, news from the community, the City's new partnership with Dynamhex, and the new Ripple Glass container for Roeland Park. She also highlighted the press coverage for the first quarter as well as statistics from social media such as Constant Contact, Twitter, and Facebook. She noted that most of their press coverage comes from the *Shawnee Mission Post*. Leaf pickup, the Silver Sneakers announcement, the Comprehensive Plan, Ripple Glass, and the pandemic received the most comments. Ms. Garcia said the top performing post in terms of engagement rate was the award for Public Works employee Frankie Reeves on the Public Impact Award.

She also provided a competitor report of other area cities. She said Roeland Park continues to get very high engagement for its posts.

Ms. Garcia said as the Governing Body looks through the reports she provided, if they have any content ideas or questions to reach out to her.

CMBR Rebne thanked Ms. Garcia for the update and her thoroughness in posting information on the Roeland Park Food Pantry and for keeping the City updated on COVID-19 information.

II. Mayor's Report

There were no reports given.

III. Reports of City Liaisons and Committees

No reports given.

IV. Unfinished Business

A. Consider Request from Scenic Road to Amend Lease Terms

Mayor Kelly said the agenda packet includes the proposed lease amendment. Based upon the proposal presented by Scenic Road it reflects a nine-month period of reduced rent and they are amenable to the terms reflected agreement.

MOTION: CMBR HILL MOVED AND CMBR BRAUER SECONDED TO ADOPT THE AMENDED LEASE WITH SCENIC ROAD. (MOTION CARRIED 8-0)

V. New Business

A. Pool Season Discussion

Mayor Kelly thanked Tony Nichols, the pool manager, for working with staff, the county, and those nationally to help the City make an informed decision with regard to pool operations.

Mr. Nichols stated that with the release of the Reopen Kansas Plan staff evaluated the 2020 Roeland Park Aquatic Center season to identify the modifications that would be required to accommodate the restrictions outlined. Johnson County has already voted to cancel the Super Pass agreement and the Swim and Dive League for the 2020 season. With the restrictions and guidelines in effect, it would make the Roeland Park Aquatics Center nearly impossible to operate in Phase 2 of the reopen plan. Some of the restrictions include that all residents would be encouraged to wear masks in public and to maintain social distancing of at least six feet. This would result in reduced patron capacity to maintain social distancing even though gathering limits do not appear to be applicable to pools.

Some operational concerns with an opening are that the CDC recommends having a dedicated staff member walk the facility to ensure adherence to distancing guidelines. They also would not be able to conduct lifeguard training and following social distance guidelines. The continuous cleaning and sanitation of frequently touched surfaces such as pool furniture, ladders, diving board handles, slide rails, restrooms, etc. and the procuring and maintaining personal protective equipment (PPE) for all staff would be a challenge. There would also be no swimming lessons, as they do not comply with social distancing.

The lifeguard staff is young and protocols would require them to take on responsibilities of first responders. Staff also anticipates frequent confrontations with patrons for denial of entry or enforcement of social distancing. Enforcing social distancing with children in an aquatic and play environment would be a monumental task. They also run the potential for staffing shortages due to fear by employees of potential exposure.

The phase out portion of the plan that lifts most all restrictive guidelines occurs no earlier than June 15. Staff would need at least one week to train staff prior to opening the facility for public use. The best case opening date without any delay would be June 22.

Mr. Nichols provided significantly reduced revenue projections with the elimination of season passes and programming. Staffing expenditures would also increase in that time period to meet the cleaning and social distancing guidelines.

Some things Mr. Nichols wanted the Governing Body to consider for the cancellation of the 2020 pool season is it will be safer for its employees. The financial impact would be a \$197,000 savings for Roeland Park. They will then have the opportunity to start the renovation project earlier than the projected September 8 date. He said that the sooner the decision is made, the greater opportunity for seasonal staff to secure other employment opportunities.

Mr. Nichols read his statement into the record. "My primary concern as a pool operator is the safety of my staff. Patron safety is a very close second. But as a manager, my first obligation is to ensure the safety of my staff. I have serious concerns about putting the staff of the Roeland Park Aquatic Center in the positions outlined above. Our staff is primarily minors and we are asking them to take on the responsibility and risks that many of our full-time staff will not face throughout this COVID-19 response. Laying all the risks associated with the modified operational plan, uncertainty of phase roll-out dates and the potential financial benefit to the City of Roeland Park, staff recommends the cancellation of the 2020 pool season."

Mayor Kelly said he appreciated the diligent and frank report Mr. Nichols provided and agreed with his recommendations noting that their primary concern is safety. He said that putting young people on the front lines is too high of an expectation for him.

CMBR Faidley also thanked Mr. Nichols for all the work he has done and knows this is a hard decision for him as he was hired to facilitate the pool seasons. She said she knows it is the right decision. She would also like to see them use this opportunity to become a positive thing with the new amenities that will be coming to the future.

MOTION: CMBR HILL MOVED AND CMBR MCCORMACK SECONDED TO CANCEL THE 2020 POOL SEASON FOR THE ROELAND PARK AQUATIC CENTER. (MOTION CARRIED 8-0)

B. Approve Extending Vertical Construction and Final Completion Deadlines for Sunflower Medical

Mayor Kelly said the amendment would change the start date from May 1 to May 25.

CMBR Madigan said he saw they want to change the building materials and would like to know when they will be able to review that.

Mayor Kelly said they have not formally submitted any change to the materials used. City Administrator Moody said they have provided examples and staff is continuing to convey feedback to them on the submittals. He said the question before the Council relates strictly to the construction deadline from May 1 to May 25.

MOTION: CMBR KELLY MOVED AND CMBR HILL SECONDED TO APPROVE THE EXTENSION OF VERTICAL CONSTRUCTION AND FINAL COMPLETION DEADLINES FOR THE SUNFLOWER MEDICAL FACILITY. (MOTION CARRIED 8-0)

VI. Ordinances and Resolutions

A. Charter Ordinance 37 for Issuance of General Obligation Bonds

Mayor Kelly said the issuance of bonds would be used for R Park improvements as well as for the Roeland Park Aquatics Center.

CMBR Madigan said he was surprised to see this on a Council agenda without first having been on a Workshop agenda to allow for an appropriate negotiation without having to vote right away. He said he does not like the unexpected urgency to vote on this ordinance.

Ms. Jones-Lacy said the charter ordinance is required to be able to issue the bonds at all. This is not to say that they are issuing them at this point. Another resolution would need to take place that indicates the allowed amount to be issued at that time. A charter ordinance is required to move the process along and start the timetable because it needs to be published twice before it can go into effect. They also wanted to keep this item separate from other discussions when they are talking about having to renew a sales tax as well and did not want to put these items on top of each other.

CMBR Madigan asked when the protest period would be. Ms. Jones-Lacy said the 60-day protest period begins after the approval of the ordinance, and it would be published next Tuesday.

CMBR Madigan said given the current economic forecast and probable recession, he questioned taking the action of borrowing this large sum of money is a responsible course of action. He would like to see them possibly reconsider revisiting the pay-as-you-go policy for the near future and concentrate on completing the Roe 2020 project and the R Park improvements.

CMBR Faidley asked for clarification on the current economic climate when they are looking to borrow this sum of money. City Administrator Moody said this is an uncertain time. He said Khaleen Dwyer from Columbia Capital provided insight that was shared with the Governing Body. This charter ordinance is the first step and has a long lead-time before they get to where they are ready to issue bonds. The time should be sufficient to allow the economy to settle. If there is a protest petition, they can still have time to get a question on the ballot for November. If they were in a position to have a question on November ballot, it would also give them time to move forward with awarding a contract for the pool. Staff will continue to go over the most cost-effective approach to issue those bonds.

Kevin Wempe with Gilmore & Bell, the City's bond counsel addressed the Governing Body saying they would go through a three-step process before issuing bonds with the first step beginning with consideration of a charter ordinance which installs the state law authority to issue bonds for the projects. Step 2 would be at the expiration of the protest period and when there is authorization of an exact amount of bonds for the projects. Step 3 would be to consider an ordinance and resolution actually issuing the bonds.

CMBR Rebne said they have spent a lot of discussing this and this is a great step forward for the City.

MOTION: CMBR HILL MOVED AND CMBR KELLY SECONDED TO APPROVE CHARTER ORDINANCE NO. 37 TO ISSUE GENERAL OBLIGATIONS BONDS FOR R PARK AND AQUATICS CENTER IMPROVEMENTS. (MOTION CARRIED 7-1 WITH CMBR MADIGAN VOTING NO.)

VII. Workshop Items

1. Proposed 2020 Pay Scale.

Mayor Kelly said staff recommends updating the 2021 pay scale taking effect January 1, 2021, and will follow the implementation of employee merit increases.

City Administrator Moody noted this the second step in their adjustment to the pay scale from Gallagher. The adoption of the first step was January 1, 2020. The estimated financial impact is to be about \$9,000 total to the 2021 budget. Most of that accrues to the benefit of police staff.

CMBR Kelly said due to the optics of the current pandemic and the problems people have to deal with he would like to see management levels 12 through 16 frozen at their current levels and allow everyone else to adjust appropriately.

CMBR Faidley said she can understand CMBR Kelly's point of view, but she knew they were addressing the inequity in their pay scale to get themselves closer to market rate. She asked what the impact would be if they put it off a year to raise other members on the pay scale. City Administrator Moody said the Public Works Director's pay position would be impacted by moving this up.

CMBR Hill said using COVID-19 as a reason to not raise the pay of the Finance Director, Director of Public Works, Police Chief and City Administrator is not reflective of where they want to go. They are the people

who have been working the hardest for the City and are still in the trenches taking care of things while everyone else is at home. She expressed her support of the pay raise.

CMBR Madigan asked if moving the Public Works Director up one pay grade to be on the same level as the Police Chief. City Administrator Moody said the proposed pay scale effective 1/1/2021, reflects the adjustments. They would not change any more than what is listed. Mr. Moody also said the moving of the positions to different pay levels is based upon the recommendation of Gallagher who was looking at how the City compares to other similar communities in their market.

Mayor Kelly added he too understands CMBR Kelly's sentiment that if cuts were to be made they should come from the top as a matter of example in leadership. He recognizes that staff is very lean and their people wear many different hats. The City has diligent, dedicated employees throughout all pay levels. If they are not going to be in a position where they are going to require cuts to anybody, then they are better off by not making symbolic cuts.

CMBR Kelly said if they cannot freeze the top end, then he would have to vote no. He recognizes that they have good people and wants to keep them, but they cannot afford to pay them top dollar. He said they are not able to keep up with other cities if this continues to be an issue adding that with the increase in property taxes and sales tax going down his vote is a no.

CMBR Madigan agrees with CMBR Kelly that they cannot afford to compete with the big cities. He too said he would vote no on this item.

Mayor Kelly said he disagreed with the sentiment that they cannot compete as a city.

MOTION: CMBR HILL MOVED AND CMBR REBNE SECONDED TO ADOPT THE 2021 PAY SCALE. (MOTION CARRIED 6-2 WITH CMBRS KELLY AND MADIGAN VOTING NO.)

MOTION: CMBR KELLY MOVED TO AMEND THE MOTION TO FREEZE THE PAY RATES FOR LEVEL 12 THROUGH 16 EMPLOYEES. (MOTION FAILS FOR LACK OF A SECOND)

2. Draft Ordinance Adopting Solar-Ready Requirements

Mayor Kelly said this would apply to new construction only. There was agreement to place this item onto Ordinances and Resolutions at the next Council meeting.

3. Discussion Regarding Conducting Background Checks on Volunteers

Mayor Kelly said that staff does not recommend implementing criminal background checks for volunteers at this time.

Ms. Jones-Lacy said she discussed this in conjunction with some other staff members, the City Attorney, as well as working with their insurance provider to get their feedback. After reviewing the details of what it would entail doing a background check, they did not feel it would be necessary. Their committee interactions, while they allow for youth members, they currently do not have any. There are also no one-on-one interactions and all interaction are in a public setting such as at City Hall. Any interactions with children or vulnerable adults are in supervised locations. They did provide some recommendations on

best practices to pursue when working with children. For example, having first aid kits on hand, AEDs as well as other safety precautions, forms, et cetera.

CMBR Madigan said the discussion is centered on children. They need to understand that there are people who have many problems and can be aggressive to adults and nice to children. A search of the Johnson County court's public records is not a background check but they can find things that way.

CMBR Faidley asked if other cities have a policy for volunteers. Ms. Jones-Lacy said some other cities do, but she could not find anything that applied to situations like the City would have.

City Attorney Mauer said they could not find any good workable guidelines for action by Roeland Park and it became an issue of why do it and why assume the responsibility if they do not have a good understanding of what they want to do with the background check.

CMBR Brauer agreed with the sentiment that it becomes a slippery slope and at what point do they draw the line in the sand, especially with the consideration of time that has passed from the time the infraction was committed or the sentence was completed. People do not want their "dirty laundry" being aired especially if they have paid their debt to society or there is something in their past they are not proud of. She said knowing there would be a background check could also discourage people from volunteering.

4. Discuss the Elimination of the Criminal History Questions from an Employment Application

Chief Morris said they run criminal history checks for their police officers. It is not allowed under their responsibilities to do that on anyone else. They can do open source intelligence checks by checking things that are readily available to the public. Records checks are available for a fee through the police department.

CMBR Rebne said that there is a discriminatory risk that employees take on when they have a criminal background check. He would like to see the City pass not having a background check.

Ms. Jones-Lacy said by "banning the box" if an applicant does have a background that they are not proud of that they could still get to the next phase of the employment. If that person is impressive enough to the hiring managers, depending on their criminal history, they can make a decision from there. In 2016, Johnson County removed the criminal history question from their job applications. In 2018, it was an executive order signed by then-Governor Colyer to remove it from the executive branch job applications in the state of Kansas.

City Administrator Moody said a resident that shared their support for this item is Grant Mayfield. Mr. Moody read his comments into the record about a ban the box policy for the City who said he was happy to see this being put forward.

There was agreement to move this item forward to a Council meeting. Mayor Kelly thanked Ms. Jones-Lacy and Chief Morris for putting the presentation together as well as those who have advocated it to the Council.

VIII. Reports of City Officials

A. Mayor's Report

Mayor Kelly reviewed the proclamations approved the consent agenda. He also noted that it was National Clerks Week and thanked City Clerk Nielsen and said how much they appreciate all that she does for the vital services of the community.

It was also National Police Week and he recognized the immense sacrifice of those on the front lines and all the efforts they take to make the community safe.

Additionally, National Public Works Week is coming up and Mayor Kelly noted they provide valuable and critical infrastructure services for the community. The City is also lucky to have award-winning individuals on their Public Works crew. He recognized everyone and said they provide great work and he is proud to have them represent them in Roeland Park.

B. Staff Report - COVID 19 Update

Ms. Jones-Lacy said Governor Kelly came out with her phased rollout plan of the state's reopening. The Johnson County Board of County Commissioners adopted the state's plan rather than adopting the COVID-19 task force plan completed by business leaders and government leaders in Johnson County delaying the opening to May 11. Attached in the packet is the City's planned reopening for City Hall, City facilities as well as the return of staff back to the regular work schedule.

Mayor Kelly thanked everyone for putting the reopening plan together.

IX. Adjourn

MOTION: CMBR MADIGAN MOVED AND CMBR KELLY SECONDED TO ADJOURN. (MOTION CARRIED 8-0)

(Roeland Park City Council Meeting Adjourned at 7:37 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.
Committee 5/18/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 4/23/2020
Submitted By: Keith Moody
Committee/Department: Admin
Title: **Approve Solid Waste Service Contact Extension with MARC**
Item Type: Agreement

Recommendation:

Staff recommends extending the solid waste service agreement with WCA through the MARC cooperative purchasing program. Approval of the attached sub-agreement with WCA implements the extension terms of the solid waste service agreement offered through the MARC cooperative purchasing program.

Details:

The current solid waste service agreement was initiated in 2018 and provided for a certain 3 year term with the option to extend with two one year extensions. The cities of Fairway, Westwood and Roeland Park are the communities that participate in this service contract which is administered by MARC's Joint Purchasing Alliance. As we drew near the April 1 notification date included in the agreement the City Administrator's for the three cities discussed performance of WCA under the measures included in the contract and all agreed that their performance has been acceptable, those communities that complete citizen satisfaction surveys also note a significant increase in customer satisfaction with solid waste service under the current contract term. This led to inquiry of WCA if they were interested in extending the contract term an additional 5 years with two one year renewal options. They were interested and felt this would yield lower user fees.

The user fee is proposed to increase from \$15.17 per month per house in 2020 to \$15.45 per month per house in 2021. With a \$.30/month per house increase proposed in the fee in each of the 4 successive years. Knowing what the rate increase will be allows for more accurate budgeting. Providing for an annual increase also avoids the potential for a large price increase at the time when a new service contract is put into place (such as experienced in 2018). The proposed increases amount to an average annual increase of 1.95% between 2020 and 2025. This is well below the 5.03% average annual increase experienced between 2015 and 2020. The three year weighted average CPI-U (all goods and services) for our region is 1.57%.

Mission completed the most recent RFP process for solid waste services we are aware of (second half of 2019). They selected WCA (low bidder) and are paying \$15.75 per month per home in 2020. Their contract has an initial 5 year term with two five year renewal options for a potential 15 year term. That contract also provides the contractor the opportunity to raise the rate **annually** based upon the Consumer Price Index for All Urban Consumers for the US City Average for Garbage and Trash Collection: <https://www.bls.gov/bls/news-release/cpi.htm> The three year weighted average of this index is 2.89%. This further supports that the MARC contract extension rates provide anticipated savings.

MARC has provided the attached contract extension language for your consideration. There are no proposed changes in service levels. There is a proposed change in the roll off service rate, however the City is not required to use WCA for this service therefore if we find a better rate for this service we will use that roll off provider.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Sub Agreement with WCA to Implement MARC Solid Waste Service Contract	Cover Memo
☐ Exhibit A- Solid Waste Service Agreement- Currently In Place	Cover Memo
☐ Exhibit A- Solid Waste Proposal- Included in Current Service Agreement	Cover Memo
☐ Exhibit B- Solid Waste Service Extension Terms and Pricing	Cover Memo

**AGREEMENT BETWEEN THE CITY OF ROELAND PARK, KANSAS AND WASTE
CORPORATION OF MISSOURI, LLC FOR SOLID WASTE RESIDENTIAL
DISPOSAL SERVICES**

THIS AGREEMENT is made and entered into this day of _____, 2020, by and between the CITY OF ROELAND PARK, KANSAS ("ROELAND PARK") and Waste Corporation of Missouri, LLC ("WCA").

RECITALS

WHEREAS, in 2017, Mid-America Regional Council/Kansas City Regional Purchasing Cooperative ("MARC/KCRPC"), on behalf of the cities of Fairway, Kansas, Roeland Park, Kansas and Westwood, Kansas, (collectively, "Participants") issued RFP 78 requesting proposals from qualified persons or firms to provide residential solid waste collection services for Participants.

WHEREAS, MARC/KCRPC issued a contract to WCA on June 30, 2017, for Yearly Contract for Solid Waste Residential Disposal Services – MARC/KCRPC RFP No. 78 ("Solid Waste Contract"), on behalf of Participants.

WHEREAS, the Solid Waste Contract is effective January 1, 2018 through December 31, 2020, with option to renew for two (2) additional one-year periods.

WHEREAS, Roeland Park and WCA desire to renew this sub-contract to the Solid Waste Contract for the renewal period of January 1, 2021 to December 31, 2025.

WHEREAS, WCA has agreed to the following in its performance during the renewal period of January 1, 2021 to December 31, 2025:

- 2021 rate of \$15.45 per household with annual increases not to exceed 30 cents (2022 - \$15.75; 2023 - \$16.05; 2024 - \$16.35; 2025 - \$16.65),
- Maintain current residential service levels (trash, recycling, yard waste, bulk, amnesty weeks), collection days, etc. and replace carts (65-gallon and 96-gallon) as needed, exchange recycling bins for recycling carts at customer request,
- Update individual city landing pages on the WCA website,

- Trash overage stickers \$1.25 each,
- Trash, leaf collection programs, storm debris roll off boxes \$295,
- White goods to be collected at a charge of \$45 per item (must be certified as free of CFCs/Freon),
- All roll off dumpsters for solid waste billed at hauling fee of \$295 plus disposal fee of \$33 per ton,
- Roll off containers for leaf collection shall be hauled at \$295 plus compost facility disposal fee,
- Roll offs for collection of storm debris shall be hauled at \$295 per load plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton)

WHEREAS, pursuant to Section 11.3 of the Invitation to Bid, Roeland Park and each of the Participants are third-party beneficiaries of the Solid Waste Contract.

WHEREAS, pursuant to Section 2 of the Invitation to Bid, WCA is required to provide dual-obligee performance and payment bonds for the payment of laborers, materialmen and subcontractors, and a performance bond naming MARC/KCRPC and Roeland Park as obligees.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. MARC/KCRPC CONTRACT. The Solid Waste Contract between MARC/KCRPC and WCA dated June 30, 2017, is attached hereto as Exhibit A, and incorporated herein by reference.

2. MARC/KRPC CONTRACT EXTENSION. The MARC/KCRPC and WCA Contract Extension dated April 28, 2020 is attached hereto as Exhibit B and incorporated herein by reference.

3. BOND REQUIREMENTS. WCA shall submit dual-obligee performance and payment bonds for the payment of laborers, materialmen and subcontractors and a performance bond in an amount equal to the annual cost of residential solid waste disposal services.

These bonds shall be written by a T-listed corporate surety admitted in Missouri and Kansas with an A.M. Best rating acceptable to MARC/KCRPC. The bonds shall name as the obligees both MARC/KCRPC and Roeland Park for whose benefit MARC/KCRPC is engaging WCA, to the extent of Roeland Park's interest in the Solid Waste Contract. WCA, and not MARC/KCRPC, shall be obligated to notify surety of all changes to the Solid Waste Contract, and surety must consent to those changes and waive notice thereof from MARC/KCRPC. The surety shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The required bonds shall be furnished to Roeland Park and copy to MARC/KCRPC within ten (10) calendar days after notice of award is issued by MARC/KCRPC.

4. KANSAS CASH BASIS LAW. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* Any automatic renewal of the terms of this Agreement or the Solid Waste Contract shall create no legal obligation on the part of Roeland Park. Roeland Park is obligated only to pay periodic payments or monthly installments under this Agreement and the Solid Waste Contract as may lawfully be made from (a) funds budgeted and appropriated for the purpose during the current budget year or (b) funds made available from any lawfully operated revenue producing source.

5. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. WCA shall at all times comply with any and all Roeland Park ordinances, as well as state and federal laws, regulations and orders now in effect or which may hereafter be enacted. This Agreement is subject to any and all Roeland Park ordinances, as well as state and federal laws, regulations and orders now in effect or which may hereafter be enacted.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year first above written.

City of Roeland Park, Kansas

By: _____
Mike Kelly, Mayor

ATTEST:

/s/ _____
Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

/s/ _____
Steven E. Mauer, City Attorney



YEARLY CONTRACT for WASTE DISPOSAL SERVICES RFP # 78

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Waste Corporation of Missouri, LLC (WCA), hereinafter referred to as "Contractor" is effective this 1st day of January, 2018.

WITNESSETH:

WHEREAS, MARC/KCRPC does hereby accept, with modifications, if any, the PROPOSAL of: Waste Corporation of Missouri, LLC. The PROPOSAL is made a part of this contract.

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

1. SCOPE OF SERVICES

CONTRACTOR shall perform and accomplish in a manner satisfactory to MARC/KCRPC and Participants, those requirements described in the Request for Proposal #78, FORM 6 PRICING and ATTACHMENT A, which is incorporated herein as if set forth in full. The Participants include cities of Westwood, Fairway and Roeland Park, Kansas. Each of the Participants will issue a sub-agreement and request the dual-obligee bonds, under this master agreement.

2. CONTRACT TIME

CONTRACTOR shall begin work on January 1, 2018, and end on December 31, 2020, with the option to renew for two (2) additional one-year periods and shall work diligently to perform all services described in ATTACHMENT A to MARC/KCRPC and Participant's satisfaction. The contract is not available for additional participants for cooperative purchasing.

3. PAYMENTS for MARC ADMINISTRATIVE FEE:

- a. Payment of the .75 percent Administrative Fee to MARC/KCRPC shall be based on gross sales. If no services were conducted during a particular month, a report reflecting this shall be sent to the Program Coordinator.
- b. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council, referencing KCRPC RFP 78. Payments shall be mailed to MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659. The composite report of all sales shall be sent electronically to rita.parker@kcrpc.com Program Coordinator.
- c. The report shall include, at a minimum:
 - Participant
 - Detail of services provided and total price.
 - The report shall be totaled within the particular month reporting period for each Participant.
 - Failure to provide monthly reports as required, may be deemed breach of the contract.
 - Copies of invoices to Participants may be submitted in lieu of composite report.

4. TERMINATION

Subject to the provisions below, any contract derived from this Request for Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of MARC/KCRPC or Participants until said work or services are completed and accepted.

a. TERMINATION FOR CONVENIENCE

In the event the contract is terminated or cancelled for the convenience of MARC/KCRPC and/or a Participant, without the required thirty (30) days advance written notice, then MARC/KCRPC and/or the Participant(s) shall negotiate reasonable termination costs, if applicable. Any termination costs are limited to the actual costs of services which have already been completed as defined in the "Service/Requirements" portion of Attachment A. No costs shall continue to accrue after a request for termination or cancellation has been made. If the parties, after good faith effort, cannot agree to a resolution within (90) days, the contract will be deemed terminated with no "reasonable termination costs" owed.

b. TERMINATION FOR CAUSE

Termination by MARC/KCRPC or Participants for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. Participants shall be intended third-party beneficiaries of this Contract, and shall have the right to enforce any and all of the terms and provisions contained herein.

5. CHANGES AND ADDITIONAL SERVICES

MARC/KCRPC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications or instructions for work. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract, the Contractor shall notify MARC/KCRPC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

6. CONFLICTS OF INTEREST

The Contractor certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

7. COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in providing services including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

8. INDEMNIFICATION

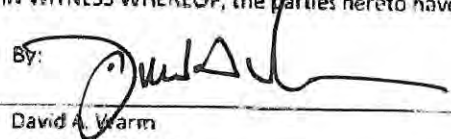
Contractor agrees to maintain liability and workmen's compensation insurance, satisfactory to MARC/KCRPC and the Participants, and to indemnify MARC/KCRPC and the Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents.

9. NOTICES

Any notice to any Contractor from MARC/KCRPC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

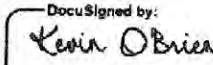
By:


David A. Warm
Executive Director
Mid-America Regional Council
600 Broadway Suite 200
Kansas City, Missouri 64105-1659

Date:

6/30/17

By:

DocuSigned by:

0570C657A0A14EE
Kevin O'Brien
Waste Corporation of Missouri, LLC (WCA)
19212 East 231st Street
Harrisonville, Missouri 64701
P. 816-887-5641
Email: kobrien@wcanamerica.com

VP - Special Projects

Title:

June 29 2017

Date:

Enclosures:

Attachment A Scope of Services
Form 6 Fee Schedule

Originals: Contractor
Program Coordinator

CC: Participants – cities of Westwood, Fairway and Roeland Park, Kansas

ATTACHMENT A

SCOPE OF SERVICES

PENALTIES - Service complaints which shall include missing a collection on a scheduled day, failure to return containers to their proper location in good order, spillage, unreturned calls or excessive hold times for callers where it is conclusive that the Contractor failed to resolve the complaint or deliver service as prescribed in the contract shall constitute a violation and be subject to penalty per the following schedule: The first violation at a given address during any 12 month period shall result in a penalty of \$25.00, the second violation at the same location during the same 12 month period shall result in a penalty of \$50.00, the third and subsequent violations at the same location during the same 12 month period shall result in a penalty of \$100.00 per violation. All penalties will be deducted from the next monthly payment due the Contractor.

In addition to the provisions of the Performance Bond, if the Contractor fails to provide services on a timely basis to a neighborhood or the entire community, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Participant or caused by an act of God. The Contractor shall pay as penalty, the amount of five Hundred Dollars (\$500) per day for failure to comply with the provisions of the contract, to the specific Participant. Contractor shall have the opportunity to appeal penalties imposed to the governing board of the Participant. Penalties shall be deducted from the next monthly payment due the Contractor.

PRICING – Option pricing submitted on Form 6 to be in effect, January 1, 2018. Pricing shall also include RFID/GPS system as demonstrated May 15, 2017 will be implemented by Waste Management of Missouri, LLC (WCA) at no additional cost. Each Participant will be provided the program / software necessary to access the RFID tracking system if so desired at no additional cost

ADDITIONAL SERVICES/REQUIREMENTS -

- WCA will contact each Participant, twice per service day (by noon and before end of business day). Participants will provide contact information to WCA.
- WCA will assign a primary contact for the Participants. Current primary contact should be Mike Martin, the Route Manager for all Kansas services and may be reached by mobile phone at 816-215-2496 (text or call), or by email mikem@townandcountrydisposal.net. It is recommended, WCA create a system for a specific email (address) that will be funneled to the correct WCA managers and backup personnel, once this can be set up by WCA staff. Currently, the email is directed to Sloane Lowe at slowe@wcamerica.com. (If a City is already using a chain of contacts they feel is effective, they may continue using that process.)
- Commit to a 24-hour resolution of missed pickups
- Commit to a 24-hour response on bulky item services.
- Implement a tracking log for complaint resolutions identifying customer and / or City contact, WCA contact, issue, resolution date, follow-up if required.
- Implementation of web capabilities by providing a City link to WCA website allowing City or Citizen's to choose their respective City and enter service requests (fillable form on site), explanation of services and route schedules relative to their City, recycle guidelines, basic description of all services performed, etc. Capabilities will be implemented as quickly as possible, prior to actual contract date.
- Rebrand existing equipment used to perform services under this contract, to identify WCA, provide phone number, install RFID chips. Rebranding will start within 30 days following notice of award, to be completed prior to actual contract date.
- Provide "New Residents" with a welcome packet consisting of information available on our website.

- Open discussion of any optional communication or informational resources the Participants believe to be beneficial. Discussion of feasibility of involving a 3rd party communication service to blanket the areas with updated information, contacts, procedures, etc. versus having WCA providing multiple mailers to all serviced residents (content to be approved by Participants).
- Currently, WCA delivers yard waste collected from the MARC communities to the Purcell compost area at a charge of \$149.00 per truck load. If WCA can find an alternate site with the service and capacity to process the yard waste WCA collects from the Participants at a lesser fee or no charge, the reduced cost will be passed on to the Participants. Possible lower cost facilities must be within the operational footprint of WCA creating no additional travel costs.

FORM NO. 6: FEE SCHEDULE – Three (3) Year Initial Term, Firm Price with Two (2) One-Year Renewal Options

Item	Description	Est. Qty.	Unit Price –	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
	Residential Solid Waste, Yard Waste and Recycling:				
a.	Cost per month, per residence	5,367	\$ <u>15.17</u>	\$ <u>81,417.39</u>	\$ <u>977,008.68</u>
b.	Cost to the City per bag tag for overflow solid waste (above 96-gallon per week limit)	Unknown	\$ <u>1.00</u>	N/A	N/A
	Residential Bulk waste collection, per item, in excess of allowed 2 items per month:				
d.	Cost to the City per bulk item tag for additional items over allowed limit	Unknown	\$ <u>5.00</u>	N/A	N/A
	Residential White good collection, per item:				
e.	Cost per item	Unknown	\$ <u>25.00</u> each	N/A	N/A
	Commercial:				
f.	Cost per 25 cubic yard dumpster for regular solid waste collection	1	\$ <u>185.00</u> (per dumpster)	N/A	\$ _____
g.	Cost per 40 cubic yard dumpster for leaf collection programs in fall	1	\$ <u>185.00</u> (per dumpster)	N/A	\$ _____
h.	Cost per 40 cubic yard dumpster for storm debris removal	1	\$ <u>185.00</u> (per dumpster)	N /A	\$ _____
j.	Base Bid: Total of a, c, f, g, h annual cost)				\$ <u>977,008.68</u>

Explanation by item:

- a. Residential rate for all services per specification
- b. WCA to charge \$1.00 per bag for overflow of solid waste with City retaining any other fees
- d. WCA to charge \$5.00 per bulk item collected above contractual limits with City retaining any other fees
- e. White goods to be collected at a charge of \$25.00 per item (must be certified freon free)
- f. All roll off dumpsters for MSW billed at hauling fee of \$185.00 plus disposal fee of \$33.00 per ton
- g. Roll off containers for leaf collection shall be hauled at \$185.00 plus dumping cost of compost facility
- h. Roll offs for collection of storm debris shall be hauled at \$185.00 per load plus disposal fee
(roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33.00 per ton)
- j. Due to the lack of knowledge as to what type of roll off is hauled (msw, greenwaste, storm cleanup)
It would be difficult to assign an annual cost, therefore, WCA has submitted our price structure for each type of individual load. Bid total reflects cost for "a" only.



MID-AMERICA REGIONAL COUNCIL/KANSAS CITY REGIONAL PURCHASING COOPERATIVE

A Partnership of :
Mid-America Council of Public Purchasing
and
Mid-America Regional Council
and
Local Governments
Acting as the lead agency, offers the following
REQUEST FOR PROPOSAL #78
YEARLY CONTRACT FOR WASTE DISPOSAL SERVICES
Issued March 3, 2017

- PROPOSALS MUST BE RECEIVED BY: March 24, 2017 1:00 p.m. CST
(Late proposals will not be accepted for any reason)
- RETURN PROPOSALS TO: Program Coordinator by electronic email ONLY in PDF Format
- SUBJECT LINE: RFP 78 CLOSES 3/24/17 BIDDER'S COMPANY NAME
- CLARIFICATIONS: Submit in writing to Rita Parker, Program Coordinator, MARC/KCRPC
E-mail: rita.parker@kcrpc.com
- CLARIFICATION DEADLINE: Requests for clarification will not be accepted after 3:00 pm on March 16
- NOTICE OF AWARD: Expect to announce by April 2017
- CONTRACT PERIOD: January 2018 through December 2020
Three (3) year initial contract period, with option to renew for two (2) additional one-year periods or alternate period of a five (5) year initial contract period, with option to renew for five (5) one-year period, whichever is in the best interest of the Participants, and subject to adjustment based on award date)
- ◆ MARC/KCRPC and Participants reserve the right to reject any and all proposals, to waive technical defects in proposal, and to select the proposal(s) deemed most advantageous to the entities.
 - ◆ If Proposers received this document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the DemandStar distribution list for any addendums, clarifications, or other proposal notices.
 - ◆ It is the responsibility of each Proposer, before submitting a proposal, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors or omissions in the documents.
 - ◆ Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers to contain descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law."

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ADVERTISEMENT**REQUEST FOR PROPOSALS RFP #78**

MARC/KCRPC is seeking proposals for waste disposal services for residential solid waste, yard waste and recyclable materials, and from municipal buildings for cities of Westwood, Fairway and Roeland Park, Kansas. Proposals due 3/24/17 by 1PM CST. Visit www.marc.org/kcrpc or www.demandstar.com for document or by email to rita.parker@kcrpc.com.

Published: Kansas City Star 3/3/17
 The Call 3/3/17
 Kansas City Hispanic News 3/2/17

 www.demandstar.com 3/3/17
 www.marc.org/kcrpc/ 3/3/17

SECTION 1: DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1. INTRODUCTION:

The Mid-America Regional Council (MARC, Federal ID# 43-0976432), the regional council of governments and metropolitan planning organization, serving a nine county region, and the Mid-America Council of Public Purchasing (MACPP), a regional organization of public sector purchasing professionals and a local chapter of National Institute of Governmental Purchasing (NIGP), initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, MACPP, and local governments. The intent of the KCRPC is to increase the amount and effectiveness of local government cooperative purchasing in the metropolitan area and in the process, reduce the costs of goods and services by obtaining more responsive prices. The Manager’s Roundtable, a committee of city and county managers, provides general guidance and support toward the effort. The KCRPC established a standing Advisory Committee comprised of public sector purchasing professionals in the Kansas City metropolitan area. The Advisory Committee provides professional purchasing expertise, recommendations and resolving disputes. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

MARC provided initial support for the first 2 years of the program. It is the intent of the initiative to ensure KCRPC will remain self-supporting by charging a .75% Administrative Fee to the contractor, based on net gross sales on each contract, which is consistent with other national cooperative purchasing programs.

This is a joint request for proposal for a service contract on behalf of the following Participants (additional Participants may be added on addendum and throughout contract period):

- City of Westwood, Kansas
- City of Roeland Park, Kansas
- City of Fairway, Kansas

Description of Operations or Background:

Contractor shall provide solid waste, recycling and yard waste removal to the following number of single family residences and duplexes within the following city limits:

Participant:	Number of single family residences and duplexes
Fairway, Kansas	1,789
Roeland Park, Kansas	2,846
Westwood, Kansas	732
Total:	5,367

Contractor shall collect and dispose of all solid waste, recycling and yard waste (see yard waste collection section for exception) once per week, set out at the curb of each residence on the following days of the week within the following City limits (**designated days are negotiable with Participants**):

Participant:	Collection Day
Fairway, Kansas	Monday, citywide
Roeland Park, Kansas	Monday-Friday, in specified areas of the City,
Westwood, Kansas	Wednesday, citywide

Contractor shall submit invoices to each Participant on the first day of each month for 1/12th of the total annual compensation.

2. SCOPE:

Provide all labor, tools, equipment, and transportation necessary to provide containers and collection of residential solid waste, yard waste and recyclable materials, and from municipal buildings as a yearly contract, as designated herein by the Participants.

MARC/KCRPC and Participants require dual obligee performance and payment bonds as security for the faithful performance and payment of all the Contractor's obligations during the contract. The bonds shall be in an amount of 100% of the awarded contract value for the successful respondent. A certificate of insurance will also be required of successful respondent.

3. OBJECTIVE: Specific tasks include:

- 3.1 Respondents shall carefully examine the collection areas, bidding documents and sample contract document, prior to submitting bids. It is Respondent's responsibility to be fully informed concerning the requirements of the contract, physical conditions to be encountered during performance of the work, and the character, quality and quantity of services to be performed, and of materials and equipment to be furnished. The Contractor shall not be entitled to additional compensation if it subsequently finds conditions require methods or equipment other than that anticipated. Negligence or inattention of Contractor in determining site conditions prior to submitting proposal, or signing contract, or in any phase of its' performance of work, shall be grounds for refusal by MARC/KCRPC and Participants to agree to additional compensation for additional work caused by such negligence or inattention.
- 3.2 The successful Respondent shall:
 - 3.2.1 Collect and dispose of all waste collected hereunder in a workmanlike manner and in compliance with all statutes, regulations and restrictions imposed by public authority or private covenant.
 - 3.2.2 Obtain and maintain throughout term of contract insurance, permits, licenses and approvals customarily required for this service. Prior to commencement of any work, Contractor shall obtain and pay for all necessary permits and licenses, whether issued by the State, county or City as required for the work. Contractor shall be held responsible for all violations of the law for any cause in connection with the work. Contractor must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the respondent's responsibility to investigate and obtain any such requirements.
 - 3.2.3 Observe all city ordinances relating to the obstructions of streets, keeping passageways open and protecting the same, and shall obey all laws and ordinances controlling or limiting those engaged in the work. Contractor is granted the privilege of using city streets for purpose of doing work specified, but is not granted exclusive use of such streets. Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to property owners.
 - 3.2.4 Become sole owner of recyclable materials collected. Materials collected shall be marketed for purpose of recycling to an approved recycling entity or otherwise as permitted by Participant, in writing. Contractor shall retain revenues received from the sales of recyclable material. Contractor shall have sole discretion in the determination of market outlets utilized in the sale of recyclable materials collected.
 - 3.2.5 Provide list and define materials acceptable for collection, processing and marketing. The list may be expanded but not contracted without written consent of each Participant. Nothing herein shall be constructed to compel Contractor to pay third parties for the disposal of any items presently regarded as recyclable.
 - 3.2.6 Required to pick up and remove any recyclable, refuse and yard waste materials that may fall to the ground during the collection.
 - 3.2.7 Replace all carts after emptying, to the same approximate location as picked up, which

should be behind the curb line.

3.2.8 Provide collection services from 7:00AM to 7:00 PM.

3.2.9 Submit invoices to each Participant on the first day of each month for 1/12th of the total annual compensation. Adjustments to the base number of dwellings/residences, may be possible due to new residential construction, or demolition of existing residences. The Participant will notify Contractor in writing immediately, upon issuance of any Certificate of Occupancy or Demolition Permits issued. The written notification shall include the calculation of adjustment (upward or downward) to the annual compensation and monthly payments based thereon. Adjustments shall take effect on the first day of the month following the date of written notification. Contractor shall be entitled to inspect such records of the Participant, as reasonably necessary to audit the number of residences/dwellings to which service is provided.

3.2.10 The Contractor will cooperate with cities at no additional charge to develop **and distribute** public educational notices and instructions to inform residents of the City solid waste, recycling and yard waste disposal program. **Any such notices must be submitted to the Participants for review and written approval, prior to any distribution of materials.**

3.3 Definitions:

Recyclable materials:	Aluminum and tin cans, newspapers, magazines, junk mail, office paper, telephone books, brochures corrugated cardboard, chipboard and cardboard, plastic (#1 through #7), steel (tin) food/beverage cans, and other materials suitable for recycling. Note: Empty containers of household hazardous materials and automotive oils and fluids are excluded from this definition, including polystyrene (Styrofoam).
Residential:	Single-family residence or duplex units located within each Participant city limits.
Bulk waste:	Includes such items as furniture, beds, chairs, mattresses, box springs, and tubs. Does not include White Goods.
Hazardous waste:	Construction and demolition materials, automobile parts, tires, batteries and other items that cannot be reasonably transported or carried by two people.
White Goods:	Appliances such as washers, dryers, refrigerators, freezers, water heaters, etc.
Commercial:	Refers to municipal owned, leased or managed buildings only
Yard waste:	Includes grass clippings, leaves, tree trimmings, and other organic materials.
Solid waste:	As defined by K.S.A. 65-3402
Overflow solid waste:	Waste exceeding 95 gallons, specifically waste that is not able to be placed in the 65-gallon cart plus one (1) additional bag.

3.4 Solid Waste Collection, Containers and Limits

3.4.1 Contractor shall provide, at no additional cost, one 65-gallon cart to each residence for solid waste collection. Carts shall remain property of the Contractor. Carts are to be approved by each City.

3.4.2 Contractor shall collect one (1) additional bag of solid waste that is not able to be placed in the 65-gallon cart at no additional cost.

3.4.3 Contractor shall collect overflow solid waste that is specifically marked with a bag tag above the 65-gallon plus one (1) bag limit. For the convenience of residents, Contractor must make bag tags available for purchase by the City and other local hardware or

grocery stores that may wish to make these tags available for purchase by residents.

3.4.4 The total amount of solid waste collected each week per residence must not exceed the 96-gallon limit imposed by Johnson County, unless an additional bag tag is affixed to the solid waste exceeding the 96-gallon limit. There will be two (2) amnesty days which will allow residents to exceed the 96-gallon limit, these days shall be set at the discretion of each City.

3.4.5 Contractor shall provide assistance for elderly or disabled residents, by picking up those containers next to the house, rather than the curb.

3.5 Recycling Collection, Containers and Limits

3.5.1 Contractor shall provide, at no additional cost, a container for recyclable materials to each residence. Cart shall be approved by each City.

3.5.2 Containers shall remain property of the Contractor.

3.5.3 Contractors shall make available 22-gallon bins up to 65-gallon carts for recycling collection and will work with each City individually to determine what size fits the needs of each community.

3.5.4 There shall be no-limit on the amount of recycling that can be collected per residence per week. Additional or overflow materials that do not fit into the containers made available may be placed by residents in a paper bag or other container marked "Recycling," placed adjacent to the container provided by the contractor.

3.5.5 Contractor shall provide assistance for elderly or disabled residents, by picking up those containers next to the house, rather than the curb.

3.6 Yard Waste Collection, Containers and Limits

Contractor shall collect all yard waste materials, at no additional cost, once per week. Residents shall place yard waste in paper bio-degradable bags or rigid containers designated as yard waste cans with stickers, provided by the contractor, or appropriately bundled not exceeding four (4) feet in length or eighteen (18) inches in diameter and tied with twine or strings. No single bag or bundle shall exceed sixty (60) pounds. There shall be no-limit on the amount of yard waste collected per residence per week.

3.7 Bulk Item Collection, Days and Limits

Contractor shall provide at no additional cost collection services for one (1) item of bulk items per residence, twice per month. The two collection days per month may be set by the Contractor for each City. At Contractor's discretion, residents may make arrangements with Contractor to collect more than two items of bulk waste within a month, at an additional charge as quoted by the Contractor.

3.8 White Good Collection, days and limits

Contractor shall provide white goods collection by appointment only between the resident and contractor, at an additional charge as quoted by the Contractor.

3.9 Commercial Requirements - Collection at municipal facilities

Contractor shall provide collection and containers, at no additional charge, for commercial solid waste and recycling from the following locations:

3.9 Continued

Location:	Container Size and Quantity:	Collection Frequency:
FAIRWAY		
Fairway Public Safety Center 5252 Belinder	One (1) 2 cubic yard dumpster	Weekly
	One (1) 90-gallon recycling container	Weekly
Fairway Public Works Building 4717 Roe Parkway, Roeland Park, KS 66205	One (1) 2 cubic yard dumpster	Weekly
	Two (2) 90-gallon recycling Containers	Weekly
	One (1) 40 cubic yard dumpster	Upon request
Shawnee Indian Mission 3403 W. 53 rd Street	One (1) 4 cubic yard dumpster One (1) 65-gallon recycling container	Weekly Weekly
Neale Peterson Park 6136 Mission Road	Two (2) 4 cubic yard dumpsters, October through April	Weekly
	Same dumpsters, May through September	Twice per week
ROELAND PARK		
Roeland Park Public Works 4800 Roe Parkway	One (1) 3 cubic yard dumpster	Weekly
	One (1) 25 cubic yard roll off	Upon Request
	One (1) 10 cubic yard roll off	Upon Request
City Hall 4600 West 51st Street	Two (2) 3 cubic yard dumpsters	Weekly
Community Center 4850 Rosewood Drive - Trash	One (1) 6 cubic yard dumpster	Weekly
Pool – 4850 Rosewood Drive - Trash	One (1) 6 cubic yard dumpster	Twice per week
Community Center 4850 Rosewood Drive - Recycle	One (1) 6 cubic yard dumpster	Bi-weekly
WESTWOOD		
Westwood Public Works 2545 W 47th Street	One (1) 4 cubic yard dumpster	Weekly

3.10 Roll off dumpsters

Contractor shall provide the 40-cubic yard roll off or 25 cubic yard dumpsters for collection of the following materials:

- 3.10.1 Leaves during fall leaf removal programs – Note: The Cities of Roeland Park and Westwood have annual leaf removal programs conducted by their Public Works Departments. Leaves are collected in a vacuum and deposited into dumpsters for collection. This would be for collection of leaf material only.
- 3.10.2 Storm debris consisting of mainly yard waste (trees and branches) collected by the Public Works Departments following clean-up following a storm.

SECTION 2: GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. SCOPE: The following terms and conditions, unless otherwise modified by MARC/KCRPC in this document, shall govern the submission of proposals and subsequent contracts. MARC/KCRPC and Participants reserves the right to reject any proposal which takes exception to these conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm or corporation who submits a formal sealed proposal.
 - c. The term "Contractor" means the respondent awarded a contract under this proposal.
 - d. "MARC/KCRPC" refers to Kansas City Regional Purchasing Cooperative, a purchasing cooperative partnership of the MACPP and MARC, and their members, and MARC/KCRPC is responsible for assembling and administering this request for proposal and representing the Participants in the process.
 - e. "Participants" or "Participating Members" refers to local government entities that are participating in the Request for Proposal.
 - f. "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institution, Special Governmental Agency or Non-Profit corporation performing governmental functions, that is a member of the Mid-America Council of Public Purchasing (MACPP) and is located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
 - g. "MACPP" refers to the Mid-America Council of Public Purchasing.
 - h. "MARC" refers to the Mid-America Regional Council
 - i. "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid/proposal solicitation and award and modification of the contract.
 - j. "Administrative Contracting Officer" refers to the authorized representative of each of the Participants authorized to issue purchase orders, receive required documentation, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.
 - k. "Administrative Fee" refers to the .75% fee to be paid monthly by the Contractor, to MARC/KCRPC, based on sales made under the contract.
 - l. The "specifications" include Section 2.
 - m. A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
 - n. The term "estimated" represents quantities estimated for the period of time stated.
 - o. The term "minimum" means the Participants may sell this quantity of surplus during the period of this contract.
3. COMPLETING PROPOSAL: All information must be legible and **submitted on forms provided within this RFP**. Any, and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as result of this solicitation. **DO NOT SUBMIT PROPOSAL BY MAIL - MUST BE SENT ELECTRONICALLY IN PDF FORMAT.** Respondents are instructed to submit only a Letter of Transmittal with completed Forms 1 through 6, and Appendix A and B.
4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to KCRPC Program Coordinator, by email to rita.parker@kcrpc.com or by fax to 816-421-7758, prior to clarification deadline as shown on cover page. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the Program Coordinator, in the form of an addendum addressed to all prospective respondents.

5. CONFIDENTIALITY OF PROPOSAL INFORMATION: All proposals and supporting documents become public information (except such information that discloses proprietary or financial information submitted in response to qualification statements) after the submission date and time in accordance with Missouri Sunshine Law and Kansas Open Records Act.
6. SUBMISSION OF PROPOSAL: Proposals are to be submitted electronically to MARC/KCRPC Program Coordinator, rita.parker@kcrpc.com prior to the date and time indicated on the cover sheet. At such time, all proposals received will be accepted for consideration.
7. ADDENDA: All changes additions and/or clarifications will be issued by the Program Coordinator in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal. Verbal responses and/or representations shall not be binding on MARC/KCRPC or Participants.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be submitted per instructions in paragraph 6 above, prior to the proposal submission deadline. Each respondent may submit only one (1) proposal.
9. PROPOSALS BINDING: All proposals submitted shall be binding upon the respondent if accepted by MARC/KCRPC and Participants within ninety (90) calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.
10. NEGOTIATION: MARC/KCRPC and Participants reserves the right to negotiate any, and all elements of this proposal.
11. TERMINATION: Subject to the provisions below, any contract derived from this Request for Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of MARC/KCRPC or Participants until said work or services are completed and accepted.
 - 11.1 TERMINATION FOR CONVENIENCE

In the event the contract is terminated or cancelled upon request and for the convenience of MARC/KCRPC and Participants, without the required thirty (30) days advance written notice, then MARC/KCRPC and Participants shall negotiate reasonable termination costs, if applicable.
 - 11.2 TERMINATION FOR CAUSE

Termination by MARC/KCRPC or Participants for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - 11.3 **Participants shall be intended third-party beneficiaries of this Contract, and shall have the right to enforce any and all of the terms and provisions contained herein.**
12. TAX EXEMPT: It is expected that each Participant will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes, and will be exempt from payment of Federal Excise taxes in according with Title 26, United States Code annotated. The Contractor is responsible to obtain verification of exemption from payment of taxes from each Participant and is responsible to bill taxes if required. The Contractor shall pay all federal, state and local taxes which may be chargeable against the performance of the work.

13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: MARC/KCRPC and Participants reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the Participants.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of MARC/KCRPC and Participants.
16. DISCLAIMER OF LIABILITY: MARC/KCRPC and Participants, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold MARC/KCRPC and Participants, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. **For any dispute that may arise out of this Agreement, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of the County where the Participant is located.**
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. PROTEST PROCEDURES: In the course of this solicitation for proposals and the selection process, a proposer (bidder of offer or whose direct economic interest would be affected by the award of the contract) may file a protest when in the proposer's opinion, actions were taken by MARC staff and /or the selection committee which could unfairly affect the outcome of the selection procedure. All protest should be in writing and directed to Mr. David Warm, Executive Director, Mid America Regional Council, 600 Broadway, Suite 200 Kansas City, MO 64105. Protest should be made immediately upon occurrence of the incident in question but no later than three (3) days after the proposer receives notification of the outcome of the section procedure. The protest should clearly state the grounds for such a protest. Upon receipt of the protest, MARC's Executive Director will review the actual procedures followed during the selection process and the documentation available. If it is determined the action(s) unfairly changed the outcome of the process, notifications with the selected proposer will cease until the matter is resolved.
21. FUND ALLOCATION: Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of funds by the Participants. Any agreement issued on behalf of the Participants located in state of Kansas is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Participants. The Participants are 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 the Participants current budget year or (b) funds made available from any lawfully operated revenue producing source.

SECTION 3: SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. **INSURANCE:**

The Contractor shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below.

Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and to indemnify MARC/KCRPC and Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub- contractors, employees or agents.

Commercial general liability insurance, occurrence form (including broad-form contractual liability and completed operations coverage), in the amount of \$2,000,000 combined single limit, covering personal injury, bodily injury and property damage.

Comprehensive automobile liability insurance, including owned, hired and non-owned vehicles, if any, in the amount of \$1,000,000 combined single limit, covering personal injury, bodily injury and property damage.

Workers compensation insurance which shall fully comply with statutory requirements, and Employers Liability Insurance with limits of not less than \$1,00,000 per occurrence. Contractor shall provide a valid waiver, executed by the Workers Compensation and Employers Liability Insurance carrier of any right of subrogation against the Participants or its employees for any injury to a covered employee working on the Participants' premises. Umbrella liability in the amount of \$5,000,000 per occurrence/aggregate. This coverage shall apply over all of the above coverages as outlined.

The certificate holder on the Certificate of Insurance shall be as follows: MARC/KCRPC, 600 Broadway Suite 200, Kansas City MO 64105-1659.

Before, entering in to a contract, the successful respondent shall have ten (10) calendar days from date of notice of award, to furnish a Certificate of Insurance verifying all the foregoing coverages and identifying MARC/KCRPC and Participants as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make MARC/KCRPC and Participants, a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, MARC/KCRPC will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, MARC/KCRPC will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate. In the event of an occurrence, it is further agreed that any insurance maintained by MARC/KCRPC and Participants, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The insurer shall be obligated to provide MARC/KCRPC and Participants, a defense in actions arising in relation to work performed under this contract. Contractor is required to indemnify MARC/KCRPC and Participants, and to provide a legal defense for any and all claims arising out of the performance of this contract, whether the proper insurance is in effect or not.

2. **BONDS**

The successful respondent shall be required to submit dual-obligee performance and payment bonds for the payment of laborers, materialmen and subcontractors and a performance bond in the full penal sum of the contract amount. Such bonds shall be written by a T-listed corporate surety admitted in Missouri and Kansas with an A.M. Best rating acceptable to Owner. The bonds shall name as the obligee, both MARC and the participants for whose benefit MARC is engaging Contractor, to the extent of each participant's interest in the

contract. Contractor, and not MARC, shall be obligated to notify surety of all changes to the contract, and surety must consent to such changes and waive notice thereof from MARC. The surety shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. **The required bonds shall be furnished within ten (10) calendar days after notice of award and submit with executed contracts.**

4. **SELECTION PROCESS:** The proposals will be evaluated by Participant representatives and rate each proposal based on the following criteria:

- The respondent's experience in providing similar services to municipalities during the past five (5) years.
- Qualifications and experience of staff proposed to work directly with the Participants. Provide resumes and indicate the level of responsibility of each person. The primary contact shall be designated.
- The respondent's approach to and understanding of the Scope of Services required in the RFP. The proposal should include as much detail as practical, outlining how required services will be performed.
- MARC/KCRPC and Participants reserve the right to tour facility during the evaluation stage.
- Cost proposal
- Overall responsiveness to this RFP

See Section 4 for evaluation criteria and scoring of proposals. The Selection Committee may request additional submittals and may conduct oral interviews in order to make a final decision.

5. **RESPONDENT COST TO DEVELOP PROPOSAL:**

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to MARC/KCRPC or the Participants.

6. **PAYMENTS for ADMINISTRATIVE FEE:**

- a. Payment of the .75 percent Administrative Fee to MARC/KCRPC shall be based on gross sales (after commission and additional services provided by Contractor are deducted from proceeds) for each sale. If no sales were conducted during a particular month, a report reflecting this shall be sent to the Program Coordinator.
- b. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council, referencing KCRPC RFP 78 and reference month of sales on each payment. Payments shall be mailed to MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659. The composite report of all sales shall be sent electronically to Program Coordinator.
- c. The report shall include, at a minimum:
 - Participant
 - Detail of services provided and total price.
 - The report shall be totaled for the accumulated dollar amount sold within the particular month period for each Participant or Non-Participant.
 - Failure to provide monthly reports as required, may be deemed breach of the contract.
 - Copies of invoices to Participants may be submitted in lieu of composite report.

7. **CONFLICT OF INTEREST:**
Respondents shall identify any potential conflict of interest of which they are aware involving MARC/KCRPC or the Participants.
8. **EXECUTION OF AGREEMENT**
- 8.1 Notice of Award will evidence that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractor's proposal. Items not awarded, if any, have been deleted from the copy of the Contractor's signed submittal and noted on the Notice of Award.
 - 8.2 The Program Coordinator will furnish original Agreements to the Respondent who shall sign and return to the Program Coordinator, to be countersigned by MARC Executive Director. Program Coordinator will return one executed original to the Contractor.
 - 8.3 The Execution of Agreement shall consist of an Agreement, signed by MARC Executive Director, and a copy of the Contractor's submittal and Notice of Award attached and that the same, in all particulars, become the agreement and contract between the parties hereto.
 - 8.4 Participants may execute individual sub-agreements under the master agreement with MARC.
 - 8.5 Any provision or part of the Agreement held to be void or unenforceable under any law or regulation, shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon MARC/KCRPC, Participants and Contractor, who agree the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
9. **RENEWAL OPTION:**
The initial award of this contract will be either a five (5) year contract with five (5) one-year renewal options, or a three (3) year contract with two (2) one-year renewal options whichever deemed beneficial to the Participants. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator, as proof of any requested price increase for contract period 2021 or 2022. Under no circumstances shall a rate increase percentage be granted that is greater than the percentage change in the Federal Consumer Price Index for All Urban Consumers (C.P.I.U) for the Kansas City Region for the most recent December year end period. Renewal pricing each contract period must be submitted to the Program Coordinator by April 1 of the year prior to the upcoming contract period. The April deadline assures each City will have adequate time to review, approve and assess fees to their citizen's property tax bill. No change in the rate shall occur between contract periods 2018 through 2020. The Contract Coordinator shall distribute the price increase request to the Participants for review. The Program Coordinator and Participants may request documentation from Contractor which justifies the rate increase request. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids.
11. **CUSTOMER SERVICE**
- Contractor Report Daily** – The Contractor shall designate a supervisor for collection crews working within the agency to assure the duties of such crews are completed per the contract. At least once daily in the a.m. and possibly a second in the p.m., a responsible representative of the Contractor shall report to the agency designee to discuss complaints or issues regarding said collection service, emails are acceptable. In addition, the supervisor must be accessible via a cell phone between the hours of 8:00 a.m. and 5:00 p.m. on days when collections are made in the agency. The cell phone number shall be available to the agency designee for direct contact but not for use by the general public.
- Customer Service Standards** – All complaints received by the Contractor or the agency before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the following day. The contractor shall maintain a daily log of all complaints received and

time that complaint was resolved. The Contractor shall provide a monthly report to the agency, which will include copies of the daily reports for the prior month.

Customer Service Center – The Contractor will operate and maintain a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a Customer Service Representative within 5 minutes of a caller being placed on hold; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine, messages left with the service must be returned the next business day ; 3) the Contractor shall implement procedures approved by the agency whereby complaints can be received via fax, e-mail and web site; 4.) In all instances, the phone shall be answered promptly and courteously. Failure to meet these standards shall constitute a violation and be subject to penalties per Section 12 below.

In the event of an emergency or failure by the Contractor to be able to adequately performance services, the Contractor shall immediately contact the Participant designee or alternate designee. The Contractor shall follow the instructions provided by the Participant at that time, to insure the public health, safety and welfare of the Participants.

12. **PENALTIES** - Service complaints which shall include missing a collection on a scheduled day, failure to return containers to their proper location in good order, spillage, unreturned calls or excessive hold times for callers where it is conclusive that the Contractor failed to resolve the complaint or deliver service as prescribed in the contract shall constitute a violation and be subject to penalty per the following schedule: The first violation at a given address during any 12 month period shall result in a penalty of \$25.00, the second violation at the same location during the same 12 month period shall result in a penalty of \$50.00, the third and subsequent violations at the same location during the same 12 month period shall result in a penalty of \$100.00 per violation. All penalties will be deducted from the next monthly payment due the Contractor.

In addition to the provisions of the Performance Bond, if the Contractor fails to provide services on a timely basis to a neighborhood or the entire community, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Participant or caused by an act of God. The Contractor shall pay as penalty the amount of five Hundred Dollars (\$500) per day for failure to comply with the provisions of the contract, to the specific Participant. Contractor shall have the opportunity to appeal penalties imposed to the governing board of the Participant. Penalties shall be deducted from the next monthly payment due the Contractor.

Rita Parker

From: Max Murray <mmurray@wcamerica.com>
Sent: Thursday, March 30, 2017 1:45 PM
To: Rita Parker
Subject: RE: Confirmation of submittal RFP 78

Thank you very much for letting me know. Your initial response must have been “spammed” on my side because I had not seen it.

Have a wonderful weekend!

Max

From: Rita Parker [mailto:rita.parker@kcrpc.com]
Sent: Thursday, March 30, 2017 1:38 PM
To: Max Murray
Subject: Confirmation of submittal RFP 78

Max,

I received the submittal for RFP 78 today. I replied to your original email but received undeliverable bounce back. I wanted to be sure you had confirmation.

Thank you,

Rita Parker

Kansas City Regional Purchasing Cooperative, Program Coordinator

Mid-America Regional Council

web: www.marc.org/kcrpc/

P. 816-246-5083 F. 816-421-7758



March 24th, 2017

Rita Parker
Program Coordinator
600 Broadway Ave, Suite 200
Kansas City, MO 64105

Letter of Transmittal
RE: Solid Waste Request for Proposal RFP 78

Dear MS Parker;

Waste Corporation of Missouri, LLC is pleased to submit our proposal for the Mid-America Regional Council, and the Communities MARC represents, for waste hauling and disposal services as well as recycle collection. We have carefully examined all of the RFP documents and have a clear understanding of the requirements necessary to meet and exceed the organization's needs.

As WCA's Regional Vice-President, I am firmly committed to seeing that WCA exceeds the needs of our partner Communities when it comes to solid waste and recycling collection. Community service – both at the municipality level and in the community itself – is the hallmark of WCA's corporate philosophy. Quite simply, every member of our team – from the drivers, to our customer service representatives, and to our supervisors who oversee the routes – everyone strives to be the best in the industry. It's our promise to you that we will uphold the stringent standards that the MARC organization and its customers expect. To highlight our expertise, please consider the following as you evaluate our proposal:

- WCA has a proven track record in serving municipalities in Missouri and Kansas throughout our markets and we understand the intricacies involved in successful municipal transitions. Every business experiences challenges of some type as they grow their business. With entry into the Kansas City marketplace we experienced significant challenges in improving our labor performance and adherence to service standards we expected. The real test of a business's commitment to their customers is the willingness to identify / take responsibility for underperformance and implement a performance improvement plan.
- WCA strives to be a leader in the waste industry by maintaining the highest levels of control over our operations, customer service, environmental responsibilities, safety and other critical areas. This focus will enable WCA to provide unparalleled service to the residents of the City of Prairie Village.
- With WCA, safety is a core value of our company. The well-being of our customers, employees, and local communities is embedded in our culture. To illustrate the importance of our safety

culture, WCA created the 1,000 days of Safety program whereby employees can earn a \$10,000 safety bonus by adhering to the high standards of WCA's safety philosophy.

- WCA takes care of our employees, which includes paying some of the highest wages in the industry in many of our markets we serve. We do this to ensure we have stability in our workforce which allows us to provide our world class service.
- WCA has a long history of giving back to the communities we serve, as evidenced by our commitment to getting involved at the local level in community clean-up days, as well as our support to MD Anderson's breast cancer awareness research by bringing visibility with our pink ribbon collection trucks.
- WCA uses the latest technology and leading software systems in our industry. These systems include comprehensive billing, routing, customer service, real time tracking, and reporting at the individual customer level.
- With the resources of a top American Corporation, WCA is also a local company well positioned to meet local needs. We have a decentralized management system that enables our local teams to make real-time decisions on the ground when situations arise.

I want to thank you for accepting this formal proposal from WCA. We are proud of having been the service provider for MARC Communities over the last several years and, with our improved service model, hope to continue that partnership into the future.

Enclosed are the documents required by the RFP. WCA currently provides all of these type services in many municipalities across Kansas and Missouri as well as the MARC participating communities and you will see by our references that our customer service is exceptional.

After reviewing our presentation, we are confident you will agree that WCA has the experience, commitment to service, financial backing, and qualifications to be the right provider for the MARC Communities.

Sincerely,



Kevin O'Brien
Regional Vice President
Waste Corporation of Missouri, LLC

SECTION 5: SUBMITTAL FORMS:

The following table sets forth the specific items to be addressed in the proposal. Respondents must return this page with their proposal and include corresponding page numbers indicated on the information submitted within their proposal. It is not necessary to return the entire RFP, only the below mentioned forms. Do not submit any additional documents with your proposal. Proposals must be completed as instructed, and one (1) copy returned in response to this RFP. All information must be legible and submitted on forms provided within this RFP. Any and all corrections and/or erasures must be initialed. The proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation. Respondents are instructed to submit only a Letter of Transmittal (limit to two pages) with Forms 1 through 6, and Appendix A for Jackson County.

	Page Number
LETTER OF TRANSMITTAL Limited to two (2) pages; to be submitted on the respondent's letterhead. Concisely state the respondent's understanding of the services required. Provide narrative on project approach. Describe the schedule of events necessary to complete this project. Include additional relevant information not requested elsewhere in this RFP. The signature of the letter shall be that of a person authorized to represent and bind the firm.	Page 1 - 2
TABLE OF CONTENTS: Submit this page and add page numbers.	Page 3
COMPANY PROFILE: Use Form 1	Page 4
OUTSIDE COMPANIES OR FIRMS TO BE USED: Use Form 2	Page 5
RESUMES: Use Form 3 Form may be reproduced and attached in sequence if more space is required. Identify specific assignments of key personnel.	Page 6 - 8
REFERENCES: Use Form 4 Form may be reproduced and attached in sequence if more space is required. A minimum of three references should be provided. List those projects you or your company have completed within the past five (5) years that are similar to that requested by this RFP. Special attention should be given to projects you or your company have completed for other governmental entities.	Page 9 - 12
ADDITIONAL INFORMATION and COOPERATIVE PURCHASING: Use Form 5 This form must be completed, signed and dated.	Page 13
FEE STRUCTURE: Use Form 6 This section is to be completed and signed by an authorized representative of the respondent.	Page 14 - 17
APPENDIX A – Debarment Certification	Page 18
APPENDIX B – E-Verify	Page 19 - 23

ADDENDUM #1

Page 24

ADDENDUM #2

Page 25 - 30

FORM 1:

Company Name and Address:

Waste Corporation of Missouri, LLC 19212 East 231st Street Harrisonville, MO 64701Company is: National ☐ Regional ☒ Local ☐ Year Company Established: 2000Licensed to do business in the State of Missouri: ☒ Yes ☐ NoLicensed to do business in the State of Kansas: ☒ Yes ☐ No

State name, title, and telephone number and email address of Principal to contact:

NameTitleTelephone:Email:Kevin O'Brien Regional Vice-President 816/887-5641 kobrien@wcamerica.comAddress of office/facility to perform work, if different from *above*:

List the number of persons and title, your company will commit to providing the services requested in this RFP:

# of Staff	Titles:
<u>10</u>	
<u>7</u>	<u>Individual route drivers for solid waste, recycle, and yardwaste</u>
<u>1</u>	<u>Mike Martin - Area Supervisor specifically concerned with completion of service for MARC</u>
<u>1</u>	<u>Don Cartwright - Operations Manager for entire Hauling Department</u>
<u>1</u>	<u>Bob Mathis - District Manager for all Northern Missouri</u>

If submittal is by Joint Venture, list participating company or firm and outline specific areas of responsibility (including administrative, technical, and financial) for each:

Has this Joint-Venture previously worked together? ☐ Yes ☐ No

List Available Equipment: Respondents must provide available equipment to be used for work specified in scope, in possession of the contractor or subcontractor, either by purchase, lease, or existing equipment. Specify fuel type used in equipment listed (i.e. diesel, compressed natural gas). Fuel type is for informational purpose only, no preference will be given to either type.

Equipment / Type of fuel:	Existing:	To be purchased:	Leased:
<u>all diesel fuel</u>			
<u>2010 International - 101235</u>	<u>x</u>		
<u>2015 Freightliner - 101236</u>	<u>x</u>		
<u>2015 International - 101238</u>	<u>x</u>		
<u>2010 Freightliner - 361647</u>	<u>x</u>		
<u>2011 International - 361648</u>	<u>x</u>		
<u>2008 International - 361645</u>	<u>x</u>		
<u>2011 Freightliner - 361637</u>	<u>x</u>		
<u>multiple "back up" tucks available as needed</u>	<u>x</u>		
<u>Carts and bin - all in place</u>	<u>x</u>		

FORM 2:

Subcontractors: Respondents must include information and references for any subcontractors to be utilized under this work, if applicable. Program Coordinator and Participants reserve the right to approve or reject any subcontractors during the evaluation stage.

Company:	1. none	2.	3.
Work to be performed as sub:	none		
References – company name *	none		
Contact person:	none		
Phone:	none		
Email:	none		
Worked with Respondent before?	Yes ___ No ___	Yes ___ No ___	Yes ___ No ___

***Additional copies of Form 2 may be included if needed.**

FORM 3:

Complete following for resume of key personnel and staff members that shall be assigned to providing the services described in this RFP. A minimum of three (3) must be provided, but no more than five (5). Multiple copies of this page may be made for submittal.

Name: Mike Martin

Title: Area Supervisor

Email: mmartin@wcamerica.com

Responsibilities to be assigned:

Area Supervisor responsible for being in the field, available to assigned route trucks/drivers
providing service in the MARC communities.

Name of company/firm (if other than respondent) with which associated:

N/A

Years Experience: With this company/ firm 13 Other company/firm _____

Mr. Martin was originally a area supervisor for the MARC communities as Town and Country

Other Experience & Qualifications relevant to providing the services described in this RFP:

Service responsibility encompasses all MARC membership areas / continuation of assignment
as area supervisor / current incumbent of service staff performing service

FORM 3:

Complete following for resume of key personnel and staff members that shall be assigned to providing the services described in this RFP. A minimum of three (3) must be provided, but no more than five (5). Multiple copies of this page may be made for submittal.

Name: Don Cartwright

Title: Operations Manager

Email: dcartwright@wcamerica.com

Responsibilities to be assigned:

Mr. Cartwright is responsible for all hauling services, including the MARC communities //

Responsibilities include making certain all routes are completed as assigned, service issues are resolved , lines of communication are established with communities, etc...

Name of company/firm (if other than respondent) with which associated:

Years Experience: With this company/ firm 1 Other company/firm 31

Other Experience & Qualifications relevant to providing the services described in this RFP:

Mr. Cartwright has 32 years of experience having performed management responsibilities with Republic Services and Allied Waste in the past as well as 1 year service at WCA to date

FORM 3:

Complete following for resume of key personnel and staff members that shall be assigned to providing the services described in this RFP. A minimum of three (3) must be provided, but no more than five (5). Multiple copies of this page may be made for submittal.

Name: Bob Mathis

Title: District Manager

Email: bmathis@wcamerica.com

Responsibilities to be assigned:

Mr. Mathis is the District Manager for all Northern Missouri operations. Mr. Mathis is a "hands on" manager and is involved in all day to day activities. Additionally, Mr. Mathis's office is located in Harrisonville which supplies the services for MARC communities.

Name of company/firm (if other than respondent) with which associated:

Years Experience: With this company/ firm 3 Other company/firm 10

Other Experience & Qualifications relevant to providing the services described in this RFP:

Mr. Mathis has served as Operations Manager, General Manager, and now Territory Manager for Deffenbaugh Industries and Waste Corporation of Missouri, LLC.

FORM 4:

References which best illustrate current qualifications relevant to the services to be provided to the Participants accomplished by personnel that will be assigned to Participants' auctions. A minimum of three (3) must be provided, but no more than five (5). Multiple copies of this page may be made for submittal.

Government Agency Name: City of Kansas City

Date Services Provided: 2010 - Current

Contact Name & Email Address:

Name: Michael Shaw

Email: michael.shaw@kcmo.org

Detailed Description of Services Provided:

Weekly collection of residential solid waste and recycle collection. Yardwaste services are also collected under a seperate contract for "leaves and limbs".

Nature of respondent's role in providing the services:

Respondent is principal contractor with some services let to a miniority owned business to comply with contract

Respondent's personnel (Name/Work Assignment) who provided the services:

Don Cartwright - Operations Manager with multiple Route Managers and drivers

Bob Mathis - District Manager - responsible for overall contract commitments

FORM 4:

References which best illustrate current qualifications relevant to the services to be provided to the Participants accomplished by personnel that will be assigned to Participants' auctions. A minimum of three (3) must be provided, but no more than five (5). Multiple copies of this page may be made for submittal.

Government Agency Name: City of Missouri City, FL

Date Services Provided: 2014 through current

Contact Name & Email Address:

Name: Bill Atkinson

Email: batkinson@missouricitytx.gov

Detailed Description of Services Provided:

Operating under the name of Waste Corporation of Texas providing residential solid waste removal,
recycle collection, and yardwaste services

Nature of respondent's role in providing the services:

Sister Company of WCA operating under the umbrella of our Corporate ownership.

Respondent's personnel (Name/Work Assignment) who provided the services:

Trevor Royal / Municipal Manager - Sales contact for the City of Missouri

Matt Graham / District Manager - responsible for all Texas Divisions

FORM 4:

References which best illustrate current qualifications relevant to the services to be provided to the Participants accomplished by personnel that will be assigned to Participants' auctions. A minimum of three (3) must be provided, but no more than five (5). Multiple copies of this page may be made for submittal.

Government Agency Name: Alachua County, Florida

Date Services Provided: pre - 2000 through current

Contact Name & Email Address:

Name: Brad Avery - Municipal Market Manager - responsible for communication with County

Email: bavery@wcamerica.com

Detailed Description of Services Provided:

Waste Corporation of Florida, sister Company, operating under umbrella of parent Company WCA
servicing municipalities in five (5) different States

Nature of respondent's role in providing the services:

Mr. Avery operates as the primary communication person for Alachus County and coordinates with Operations

Respondent's personnel (Name/Work Assignment) who provided the services:

Brian Hughes - Region Sales Manager - responsible for all Sales Personnel and dispute resolution

Bob Shires - Regional Vice-President - ultimate decision maker for all territory (FL, AL, TN, AR, OK)

FORM 4:

References which best illustrate current qualifications relevant to the services to be provided to the Participants accomplished by personnel that will be assigned to Participants' auctions. A minimum of three (3) must be provided, but no more than five (5). Multiple copies of this page may be made for submittal.

Government Agency Name: City of Webb City, MO

Date Services Provided: 2003 through Current

Contact Name & Email Address:

Name: City Clerk Kim DeMoss

Email: kdemoss@webbcity.org

Detailed Description of Services Provided:

Citywide residential waste removal and bulky item pickup

Nature of respondent's role in providing the services:

Max Murray - Municipal Sales Manager - contact for City

Respondent's personnel (Name/Work Assignment) who provided the services:

Chuck Carr - General Manager - direct operational contact for City Hall and Staff

Tony Niederhelman - Operations Manager - responsible for daily routing activities and overall services

*More references available upon request.

FORM 5:

Use this space to provide any additional information or description of resources supporting you or your Company's qualifications for providing services to the Participants, as described in this RFP.

Waste Corporation of Missouri, LLC has been the contracted provider for all residential services in the MARC Communities since 2015, after purchasing Town and Country Hauling. Overcoming significant challenges is the true measure of any service provider and WCA was able to rise above a significant shortage of route Drivers by shifting personnel from 9 other hauling facilities. WCA can meet emergency situations by utilizing existing fleet trucks as well as drafting equipment from other sister hauling companies. Such was the case in the cleanup of the Joplin Tornado debris as Waste Corporation took the lead in assisting the Community and partnering with FEMA

Cooperative Procurement with Other Jurisdictions: (Non-Participants)

Response to this section is optional, it will not affect award.

The successful bidder agrees to extend agreement and terms of contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization located within the Greater Kansas City Metropolitan Trade Area. Eligible agencies include members of MARC, or members of any chapter affiliate of The Institute of Public Procurement (www.nigp.org) and located within the Greater Metropolitan Kansas City trade area.

Sales will be made in accordance with the terms, and conditions of the Request for Proposal, and any subsequent contract. There shall, however, be no obligation under the cooperative procurement agreement for any non-Participant to use the contract unless they are specifically named in the Request for Proposal as a Participant. All sales on behalf of non-Participant will be made on purchase or verbal orders issued by that agency. The successful bidder agrees to rebate to MARC/KCRPC, the .75% administrative fee, based on each non-Participant's gross sales for each month.

Accept: _____

Decline: XX

Initials: BM

FORM NO. 6: FEE SCHEDULE – Three (3) Year Initial Term, Firm Price with Two (2) One-Year Renewal Options

Item	Description	Est. Qty.	Unit Price –	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
	Residential Solid Waste, Yard Waste and Recycling:				
a.	Cost per month, per residence	5,367	\$ <u>15.17</u>	\$ <u>81,417.39</u>	\$ <u>977,008.68</u>
b.	Cost to the City per bag tag for overflow solid waste (above 96-gallon per week limit)	Unknown	\$ <u>1.00</u>	N/A	N/A
	Residential Bulk waste collection, per item, in excess of allowed 2 items per month:				
d.	Cost to the City per bulk item tag for additional items over allowed limit	Unknown	\$ <u>5.00</u>	N/A	N/A
	Residential White good collection, per item:				
e.	Cost per item	Unknown	\$ <u>25.00</u> each	N/A	N/A
	Commercial:				
f.	Cost per 25 cubic yard dumpster for regular solid waste collection	1	\$ <u>185.00</u> (per dumpster)	N/A	\$ _____
g.	Cost per 40 cubic yard dumpster for leaf collection programs in fall	1	\$ <u>185.00</u> (per dumpster)	N/A	\$ _____
h.	Cost per 40 cubic yard dumpster for storm debris removal	1	\$ <u>185.00</u> (per dumpster)	N /A	\$ _____
j.	Base Bid: Total of a, c, f, g, h annual cost)				\$ <u>977,008.68</u>

Explanation by item:

- a. Residential rate for all services per specification
- b. WCA to charge \$1.00 per bag for overflow of solid waste with City retaining any other fees
- d. WCA to charge \$5.00 per bulk item collected above contractual limits with City retaining any other fees
- e. White goods to be collected at a charge of \$25.00 per item (must be certified freon free)
- f. All roll off dumpsters for MSW billed at hauling fee of \$185.00 plus disposal fee of \$33.00 per ton
- g. Roll off containers for leaf collection shall be hauled at \$185.00 plus dumping cost of compost facility
- h. Roll offs for collection of storm debris shall be hauled at \$185.00 per load plus disposal fee
(roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33.00 per ton)
- j. Due to the lack of knowledge as to what type of roll off is hauled (msw, greenwaste, storm cleanup)
It would be difficult to assign an annual cost, therefore, WCA has submitted our price structure for each type of individual load. Bid total reflects cost for "a" only.

Complete the following sections, regardless of which Form 6 (a, b or c) is submitted:

Payment terms (i.e. Net 10, Net 30)	Net <u>30</u> Days (Calendar)
Do you offer discount for early payment?	Yes <u>X</u> Net <u>10</u> Days, <u>5</u> %
(Discount will be applicable to pricing on Forms 6, 6a and 7b)	No <u> </u> <u>YES</u>
Delivery time after receipt of order of new containers not listed, but requested	Days <u>2</u> (Calendar)
Is your company able to provide emergency services within twenty-four (24) hours after notification?	Yes <u>X</u> No <u> </u>
Do you accept government procurement cards for payments (i.e. Visa, Mastercard)?	Yes <u>X</u> No <u> </u>
If a Participant chooses to withdraw during the evaluation stage of the process, will the unit prices quoted remain the same?	Yes <u>X</u> No <u> </u>
If no, state the percentage the unit price would be reduced for each Participant that withdrew:	<u> </u> %
Do you offer any storm clean-up programs or additional services not listed, your company is able to provide? Responses will not be used in the evaluation of proposals.	Yes <u>X</u> No <u> </u>
If yes, please provide details:	<u>able to provide immediate roll off services in the event of storms, tornadoes, floods, etc..</u>

Contact Information				
	Scheduling:	New Service:	Remittance:	Emergency contact:
Name:	<u>Peggy Bell</u>	<u>Jamie Nelson</u>	<u>Jenny King</u>	<u>Don Cartwright</u>
Phone:	<u>816/380-5595</u>	<u>n/a</u>	<u>816/380-5595</u>	<u>816/380-5595</u>
Mobile:	<u>N/a</u>	<u>816/550-5356</u>	<u>816/865-1594</u>	<u>816/787-2331</u>
Fax:	<u>816/380-5515</u>	<u>816/380-5515</u>	<u>816/380-5515</u>	<u>816/380-5515</u>
Email:	<u>pbell@wcamerica.com</u>	<u>jnelson@wcamerica.com</u>	<u>jeking@wcamerica.com</u>	<u>dcartwright@wcamerica.com</u>
Street address:	<u>22820 S State Rte 291</u>	<u>Same</u>	<u>Same</u>	<u>Same</u>
City, state, zip:	<u>Harrisonville, MO 64701</u>	<u>Same</u>	<u>Same</u>	<u>Same</u>

Waste Corporation of Missouri, LLC

Company Name
19212 East 231st Street
 Address
Harrisonville, MO 64701
 City/State/Zip
816/887-5551 816/380-5497
 Telephone # Fax #
bmathis@wcamerica.com
 Email

Bob Mathis

Authorized Person (Print)
Bob Mathis 3-20-2017
 Signature Date
District Manager
 Title
76-0657707
 Tax ID No.
Corporation
 Entity Type

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this BID certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Kevin O'Brien, Regional Vice-President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

3-14-17

Date

MID – AMERICA REGIONAL COUNCIL

(MARC)

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S. MO., ET SEQ. FOR CONTRACTS OVER \$5,000.00

EFFECTIVE JANUARY 1, 2009

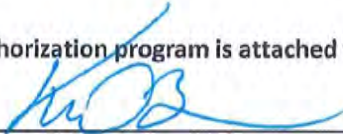
STATE OF Missouri)
COUNTY OF Cass) SS.

Before me, the undersigned Notary Public, in and for the County of _____,
State of Missouri, personally appeared Kevin O'Brien (Name)
who is Regional Vice-President (Title)
of Waste Corporation of Missouri, LLC (Name of company)
a waste hauling and recycle (Type of business) and after being duly sworn did depose and
say:

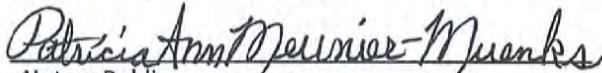
1. That said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That the said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The term used in this affidavit shall have the meaning set forth in Section 285.500 R.S. Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.


Signature
Kevin O'Brien, Regional Vice-President
Name

Subscribed and sworn to before me this 14th day of March, 2017.


Notary Public

My commission expires:



MID-AMERICA REGIONAL COUNCIL

NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo – Effective January 1, 2009

Effective January, 1 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition of the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or a political subdivision of the state (e.g., MARC) to a business entity, ..., the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services (RSMo 285.530 (2)).

Those Contractors providing service to MARC over \$5,000 shall comply with Sections 285.525 through 285.550 R.S.Mo.:

- Submit a completed, notarized copy of AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. For Contracts over \$5,000.00 , the Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted service, and
- Provide documentation evidencing current enrollment and participation in a federal work authorization program (e.g., electronic signature age from E Verify program's Memorandum of Understanding (MOU).

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available from the following: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

If you have any questions please contact rita.parker@kcrpc.com .



Company ID Number: 40635
Client Company ID Number: 297548

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), WCA Management Company, L.P. (Employer), and LawLogix Group, Inc. (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 40635
Client Company ID Number: 297548

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400

Houston, TX 77056

County or Parish: HARRIS

Employer Identification
Number: 760700073

North American Industry
Classification Systems
Code: 562

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

E-Verify



Company ID Number: 40535
Client Company ID Number: 07548

Approved by:

Employer WCA Management Company, L.P.

Michael A. R.
Name (Please Type or Print)

[Signature]
Signature

Vice President
Title

1-19-10
Date

Designated Agent Lawlor Group, Inc.

Ronnie Ho
Name (Please Type or Print)

Electronically Signed
Signature

01/19/2010
Date

Department of Homeland Security - Verification Division

Rebecca K. O'Keefe
Name (Please Type or Print)

[Signature]
Signature

Deputy Branch Chief / E-Verify
Title

1/19/10
Date



YEARLY CONTRACT FOR WASTE DISPOSAL SERVICES

RFP NO: 78

ADDENDUM 1

ISSUED: March 17, 2017

The closing date for the responses to RFP 78 has changed to allow ample time to address inquiries. All proposals are due electronically by March 31, 2017 no later than 1:00 p.m. local time.

Addendum 2 will be issued to address all inquiries received to date.

Receipt of Addendum to Request for Proposal must be acknowledged by signing and returning the addendum with bid submittal in PDF format. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the submittal and received prior to closing time and date.

Waste Corporation of Missouri, LLC

Bidder's (Company) Name

By: *Bob Mathis*

Signature of Authorized Agent

District Manager - Bob Mathis

Title

19212 East 231st Street

Address

Harrisonville, MO 64701

City/State/Zip



YEARLY CONTRACT FOR WASTE DISPOSAL SERVICES

RFP NO: 78

ADDENDUM 2 – March 23, 2017

Addendum 1 issued March 20, 2017 changed closing date to March 31, 2017 1:00 p.m. by electronic submittals.

Addendum 2 issued March 23, 2017 to address questions received. No further requests for clarification will be accepted.

Question: Reference to Section 3.6 on page 6 - Generally we have been bidding contract with paper bags or bundles only because the cans are causing too many injuries and problems. We also have a 40 to 50 pound limit based on our safety officer's recommendation. We don't recommend unlimited because (if residents) put out 60-70 bags at one time, it is almost impossible to pick-up everyone in a reasonable amount of time. Then in the summer when everyone has a small number of bags the drivers are done in a couple hours. If we say 10-12 bags per week then we can schedule appropriately. It also makes the price manageable. If you know the maximum number of paper bags is 10 per house per week you can estimate labor, fuel, disposal, etc. within reason. If it is unlimited you cannot.

Answer: Forms 6D and 6E are added to the document to allow for alternative pricing of waste disposal with suggested limits on yard waste. If quoting the alternative pricing, these forms must be included in submittal with remaining required forms.

Question: There are a lot of factors that go into pricing of these services; the amount of homes is one of them. You mention three municipalities that are currently taking part in the existing contract. Does MARC have a commitment from these communities that they are committed to this contract and what about the other municipal members of MARC, can they opt in?

Answer: The 3 cities have committed to participating, pending proposal responses and approval by governing bodies and MARC. Section 5, page 26, included a line item for respondents to state percentage the unit price would be reduced for each Participant that withdraws during the evaluation stage.

Question: If and when, any changes take place with the municipal partners that either are or want to be part of this program, will the waste hauler be given the opportunity to adjust the pricing accordingly?

Answer: Any changes to a contract would be through mutual agreement and formalized under a contract modification. If a non-participant chooses to join the contract, services would be provided at the contract pricing in effect at that time.

Question: You outlined the service days that are currently provided, is it necessary to provide a proposal on the existing days if we plan alternate service days. In other words, so we have to bid the specs as written in order to have an alternate considered.

Answer: Section 1, page 3, states under description of operations or background "Designated days are negotiable with the Participants".

Question: You outlined roll off boxes without giving any volume or number of hauls. Can you either supply the number of hauls, or can we price this separately from the regular service.

Answer: See historical information below.

Question: Do you have any volume reports for the Waste...Yard Waste...or recycling?

Answer: See historical information below.

Question: Also, you request 2 Amnesty days. Is there a limit to how much can be thrown out, and can you supply additional volume reports for those days?

Answer: Section 3, para 3.4.4 states "The total amount of solid waste collected each week per residence must not exceed the 96-gallon limit imposed by Johnson County, unless an additional bag tag is affixed to the solid waste exceeding the 96-gallon limit. There will be two (2) amnesty days which will allow residents to exceed the 96-gallon limit, these days shall be set at the discretion of each City.

Roeland Park: No limit of trash bags, no large or bulk items allowed. Amnesty dates are December 26-30 and July 3-7.

Westwood: No limit, trash bags only, in 30 gallon bags.

Fairway: No Limit, trash bags only

Question: Based on the short remaining timeframe that will be available after these questions are answered, I am requesting an extension in the bid due date.

Answer: Addendum 1 was issued March 20 changing the closing date to March 31, 2017 1:00 p.m.

Historical Information (Based on annual estimates):

1. Roll-off Pulls - historical information (frequency and weights)?
 - Fairway
 - Pulls: **12**
 - Frequency: **on-call**
 - Weights: **43.69 tn (3.64 tn per pull)**
 - Roeland Park
 - Pulls: **58**
 - Frequency: **on-call**
 - Weights: **806 YD (13.90 yd per pull)**
 - Westwood
 - Pulls: **12**
 - Frequency: **on-call (typically monthly, except leaf pickup in October & November)**
 - Weights: **NA**
2. Residential Trash Tonnage - historical information?
 - Fairway: **604.38 TN**
 - Roeland Park: **1,259.20 TN**
 - Westwood: **321.66 TN**
3. Residential Recycling Tonnage - historical information?
 - Fairway: **313.77 TN**
 - Roeland Park: **396.95 TN**
 - Westwood: **95.10 TN**
4. Frequency of collections of additional free bags that 65-gallon carts can't hold?
 - **Unknown for all three cities**
5. Additional trash tags being provided annually?
 - **Fairway 350**
 - **Roeland Park 1,447 in 2016 (1,103 in 2015)**
 - **Westwood 179**

6. How many 22-gallon bins (recycling) are currently being provided by the existing contractor?
 - **Unknown for all three cities**

7. Yard waste tons currently being collected annually?
 - Fairway: **178.59 Loads**
 - Roeland park: **356.20 Loads**
 - Westwood: **163.07 Loads**

8. Yard waste tons collected on a monthly basis
 - Fairway:

○ Jan	4 Loads
○ Feb	5 Loads
○ Mar	6 Loads
○ Apr	8 Loads
○ May	8 Loads
○ Jun	8 Loads
○ Jul	5 Loads
○ Aug	13 Loads
○ Sep	17 Loads
○ Oct	20 Loads
○ Nov	20 Loads
○ Dec	10 Loads
 - Roeland Park:

○ Jan	4 Loads
○ Feb	5 Loads
○ Mar	10 Loads
○ Apr	20 Loads
○ May	30 Loads
○ Jun	20 Loads
○ July	25 Loads
○ Aug	20 Loads
○ Sep	20 Loads
○ Oct	62 Loads
○ Nov	69 Loads
○ Dec	62 Loads
 - Westwood:

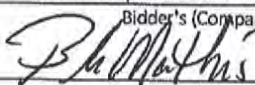
○ Jan	4 Loads
○ Feb	0 Loads
○ Mar	4 Loads
○ Apr	8 Loads
○ May	8 Loads
○ Jun	5 Loads
○ July	3 Loads
○ Aug	6 Loads
○ Sep	10 Loads
○ Oct	18 Loads
○ Nov	25 Loads
○ Dec	22 Loads

9. White Goods collections – historical information?
 - **Unknown Number of White Goods Collected \$50/Item Prepay**
10. Bulky item collections – historical information (weights, etc.)?
 - **Unknown for all three cities**
11. How many 95-gallon carts are currently being provided?
 - **Fairway – 30-50 – 96 Gallon carts (Majority of residents were provided with a 65-gallon cart)**
 - **Roeland Park - 30-50 – 96-Gallon carts (Majority of residents were provided with a 65-gallon cart)**
 - **Westwood – 30-50 – 96-Gallon carts (Majority of residents were provided with a 65-gallon cart)**
12. What is the current holiday schedule? **Thanksgiving, Christmas Day and New Year's Day with one-day delay during those holiday weeks. Friday service IS collected on Saturday**

Clarification: Section 3, paragraph 3.9 Commercial Requirements - Collection at municipal facilities
 The Roeland Park Public Works Facility may be relocated from 4717 Roe Parkway to a new location, in the future.
 Container size and quantity are updated below.

Roeland Park Public Works 4800 Roe Parkway	One (1) 3 cubic yard dumpster	Weekly
included at no charge	One (1) 20 cubic yard roll off	Monthly (may be bi-monthly)
included at no charge	Two (2) 10 cubic yard roll off	Monthly (may be bi-monthly)
roll off charges from Form 6 apply	Fifty (50) 40yd roll off – leaf pickup program	6 week period in fall

Receipt of Addendum to Request for Proposal must be acknowledged by signing and returning the addendum with bid submittal in PDF format. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the submittal and received prior to closing time and date.

Waste Corporation of Missouri, LLC
 Bidder's (Company) Name
 By: 
 Signature of Authorized Agent
 District Manager
 Title
 19212 East 231st Street
 Address
 Harrisonville, MO 64701
 City/State/Zip



NOTICE OF MARC/KCRPC CONTRACT EXTENSION

DATED: April 28, 2020

Bid Title: Solid Waste Residential Disposal Services
Bid/Contract No. RFP 78
Contract Modification No.: 1
Contract Period: January 1, 2018 to December 31, 2020
Renewal Period: January 1, 2021 to December 31, 2025

CONTRACTOR:

Mr. Carey Calabrese Phone: 816-887-5641
Waste Corporation of Missouri, LLC (WCA)
19212 E. 231st Street Email: ccalabrese@wcamerica.com
Harrisonville, Mo., 64701

RENEWAL OPTION:

MARC/KCRPC and Participants does hereby accept your offer to extend the contract with an average increase of 1.59 percent annually for 2021 to 2025. The contract extension of 2021 begins at a monthly rate of \$15.45 per household, with an annual price increase of 30 cents each year. The renewal includes extending the current contract for a five-year term beginning in 2021 and ending 2025, with two one-year renewal options remaining.

WCA agrees to:

- 2021 rate of \$15.45 per household with annual increases not to exceed 30 cents (2022 - \$15.75; 2023 - \$16.05; 2024 - \$16.35; 2025 - \$16.65)
- Maintain current residential service levels (trash, recycling, yard waste, bulk, amnesty weeks), collection days, etc. and replace carts (65-gallon and 96-gallon) as needed, exchange recycling bins for recycling carts at customer request.
- Update individual city landing pages on the WCA website
- Trash overage stickers \$1.25 each.
- Trash, leaf collection programs, storm debris roll off boxes \$295
- White goods to be collected at a charge of \$45 per item (must be certified as free of CFCs/Freon)
- All roll off dumpsters for solid waste billed at hauling fee of \$295 plus disposal fee of \$33 per ton
- Roll off containers for leaf collection shall be hauled at \$295 plus compost facility disposal fee
- Roll offs for collection of storm debris shall be hauled at \$295 per load plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)

By:

David A. Warm
Executive Director
Mid-America Regional Council (MARC)

By:

Carey Calabrese
Missouri North District Manager
WCA of Missouri, LLC

Date:

Date:

Original: Contractor, KCRPC, Keith Moody, City of Roeland Park / Fred Sherman, City of Westwood / Nathan Nogelmeier / City of Fairway
Attachment: Pricing sheets 2021 to 2025

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2021		
				Jan 1, 2021 to Dec 31, 2021		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 15.45	\$ 82,920.15	\$ 995,041.80
		Fairway	1,789	\$ 15.45	\$ 27,640.05	\$ 331,680.60
		Roeland Park	2,846	\$ 15.45	\$ 43,970.70	\$ 527,648.40
		Westwood	732	\$ 15.45	\$ 11,309.40	\$ 135,712.80
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collection programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2022		
				Jan 1, 2022 to Dec 31, 2022		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 15.75	\$ 84,530.25	\$ 1,014,363.00
		Fairway	1,789	\$ 15.75	\$ 28,176.75	\$ 338,121.00
		Roeland Park	2,846	\$ 15.75	\$ 44,824.50	\$ 537,894.00
		Westwood	732	\$ 15.75	\$ 11,529.00	\$ 138,348.00
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collecti on programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2023		
				Jan 1, 2023 to Dec 31, 2023		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 16.05	\$86,140.35	\$ 1,033,684.20
		Fairway	1,789	\$ 16.05	\$28,713.45	\$ 344,561.40
		Roeland Park	2,846	\$ 16.05	\$45,678.30	\$ 548,139.60
		Westwood	732	\$ 16.05	\$11,748.60	\$ 140,983.20
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collection on programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2024		
				Jan 1, 2024 to Dec 31, 2024		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 16.35	\$ 87,750.45	\$ 1,053,005.40
		Fairway	1,789	\$ 16.35	\$ 29,250.15	\$ 351,001.80
		Roeland Park	2,846	\$ 16.35	\$ 46,532.10	\$ 558,385.20
		Westwood	732	\$ 16.35	\$ 11,968.20	\$ 143,618.40
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collection programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		

RFP 78 Waste Disposal Services (2021 to 2025)
Modification 1 - April 28, 2020

				2025		
				Jan 1, 2025 to Dec 31, 2025		
Item		Description	Est. Qty.	Unit Price	Price Per Month (Unit price x qty)	Annual Price – (Monthly cost x 12 months)
1	Residential - Solid Waste, Yard Waste and Recycling:	Cost per month, per residence	5,367	\$ 16.65	\$ 89,360.55	\$ 1,072,326.60
		Fairway	1,789	\$ 16.65	\$ 29,786.85	\$ 357,442.20
		Roeland Park	2,846	\$ 16.65	\$ 47,385.90	\$ 568,630.80
		Westwood	732	\$ 16.65	\$ 12,187.80	\$ 146,253.60
2	Residential - Solid Waste, Yard Waste and Recycling:	Cost per bag tag for overflow solid waste (above 96-gallon per week limit)		\$ 1.25		
3	Residential - Bulk waste collection, per item, in excess of allowed 2 items per month:	Cost per bulk item tag for additional items over allowed limit		\$ 5.00		
4	Residential - White good collection:	Cost per item		\$ 45.00		
5	Commercial:	Cost per 40 cubic yard dumpster for regular solid waste collection plus disposal fee of \$33 per ton.		\$ 295.00		
6	Commercial:	Cost per 40 cubic yard dumpster for leaf collection programs in fall plus plus compost facility disposal fee.		\$ 295.00		
7	Commercial:	Cost per 40 cubic yard dumpster for storm debris removal plus disposal fee (roll off loads that can be directed to compost facilities will be charged at the compost rate versus any directed to a landfill at \$33 per ton.)		\$ 295.00		

Item Number: Consent Agenda- II.-D.
Committee 5/18/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 5/4/2020
Submitted By: Donnie Scharff
Committee/Department: Public Works
Title: **Approve Annual Cooperative Agreement with Johnson County for Storm Water Best Management Practices Program**
Item Type: Agreement

Recommendation:

To approve the 2020 Stormwater Best Management Practices (BMP) Cost-Share Program Agreement with Johnson County.

Details:

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

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

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

Reimbursements to the residents come from the City, but the City is reimbursed from the County. The cap dollar the County provide the City is \$5,000.00 for reimbursements. The most the City has ever reimbursed residents in a single year through this program was \$1,118 in 2014.

Project Type Project Reimbursement Cap

Rain Barrel \$75 per barrel, up to two

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

Pollinator/Native plant garden \$1000

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

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

Financial Impact

Amount of Request: \$5,000	
Budgeted Item?	Budgeted Amount: \$5,000
Line Item Code/Description: 300 Stormwater Maintenance	

Additional Information

In 2019, 4 resident participated in the cost share program. Items that were planted were native trees and this installation of a rain garden. We have seen an increase in the participation in this program in the past few years. this program benefits residents that want to assist with reducing the amount of stormwater runoff in our city.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ 2020 BMC Cost Share Agreement with Johnson County	Cover Memo

Agreement

For Stormwater BMP Cost-Share Program

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Roeland Park, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the ____ day of _____, 2020.

Recitals

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

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

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

D. The County, with the concurrence of the Stormwater Management Advisory Council, hereby agrees to provide \$5,000 to the City for its Program upon the following terms and conditions:

Agreement

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

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of May 1, 2020, and shall expire on January 31, 2021. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

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

City of Roeland Park, Kansas

Johnson County Public Works Department

Keith Moody
City Administrator

Brian Pietig
Director of Public Works

Approved as to form:

Approved as to form:

Steve E. Mauer
City Attorney

Robert A. Ford
Asst. County Counselor

Attest:

Kelley Nielsen,
City Clerk

EXHIBIT A

Contain the Rain in Johnson County 2020 Stormwater Best Management Practices Program Requirements

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

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

Program Applicant Conditions

1. All native plants and trees planted must be included on the list of approved natives.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Know the space where you are planting a tree. Homeowner is responsible for verifying the species of tree will work in the space. Visit <https://www.arborday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining all applicable permits, **including notifying Kansas One-Call before digging**. The Dig Safe phone number is 811.
7. To be reimbursed:
 - a. The City will reimburse after all costs have been incurred, final receipts are submitted, and final approval is obtained. Project and costs must be complete in the funding year.
 - b. All reimbursements are on a first come, first serve basis until funding runs out.
 - c. Applicant is responsible for all project costs.
 - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2020.
8. For Rain Gardens Only:
 - a. Pre-approval is required before any work can begin.
 - b. The City requires access to the property for evaluation of the application prior to the start of the project, during installation, and after the project is complete for final inspection.
 - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by the City.
 - d. Implementation of the approved project is the sole responsibility of the applicant.

Instructions to Apply for Reimbursement for Rain Gardens

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

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

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

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

Contact Information:

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

Item Number: Applications/Presentations- A.-1.
Committee 5/18/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 5/13/2020
Submitted By: Jennifer Provyn - Parks Chair
Committee/Department: Parks and Trees Committee
Title: **Parks Committee Update**
Item Type: Other

Recommendation:

Informational, update provided by Jennifer Provyn parks chair.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Parks Update	Cover Memo

- Carpenter Park:
 - no updates
- Cooper Creek:
 - Objective for proposed re-envisioning of the park was championed by Councilmember Brauer and is currently under Council review for consideration as a 2021 budget Objective
 - clean-up workday postponed given the current social circumstances; workday scheduling to be reconsidered when viable
- Granada Park:
 - no updates
- Juniper Pocket Park:
 - no updates
- Nall Park:
 - no progress to report on Roe House research; Parks to actively resume discussions when feasible
 - sculpture installation (Eucalyptus) and landscaping plan for rain garden in progress; slated for fall 2020 installation
- R Park:
 - phase 1 work is moving along
 - Arts Committee selected location for the piece that will be placed in the NE corner of the park; installation slated for fall 2020 as construction activity ramps down and landscaping plan is place
- Sweany Park:
 - two donated ornamental memorial trees and plaques slated for fall 2020 installation
 - two new benches (2021 purchase) and trash/recycle bin (purchased 2019) slated for 2021 installation (given 2021 Objective approval)

Item Number: Reports of City Liaisons- V.-A.
Committee 5/18/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Aquatic Center Advisory Committee**
Item Type:

Recommendation:

Minutes attached.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Aquatic Center Advisory Committee Minutes May 12, 2020	Cover Memo

Committee Members:

Trisha Brauer, City Council Representative - Absent	Tom Madigan, City Council Representative - Present
Darin Hansen, Chair - Present	Michael Calvovich, Vice Chair - Absent
Hope Meador - Present	Leonard Tocco - Present
Sara Coe – Present	

Others Present: Tony Nichols – Parks and Rec Superintendent, Keith Moody – City Administrator, Dave Schwartz – Water's Edge, Dave Mootz – Facility Maintenance Supervisor

AGENDA ITEMS

- A. Approve Minutes from Last Meeting-** Draft minutes from the April meeting approved.
 - B. Covid City Council Presentation Review** – Tony Nichols discussed the presentation and recommendation he gave to City Council on 5/4/20. Group discussed ideas to promote the pool renovation throughout the summer and fall to keep community engaged while the pool is closed for the 2020 season. Tony Nichols will provide information for the newsletter and facebook page throughout the pool renovation and Dave Schwartz offered to have colorized drawings of final plans created for potential signage at the pool and other high traffic areas throughout the city.
 - C. Pool Renovation Update** – Dave Schwartz provided an updated timeline for the RPAC renovation. Waters Edge anticipates plans issued 5/20/20. Waters Edge anticipates awarding the project July 1st and set a completion date no later than May 7th, 2021.
 - D. Solar Shade Discussion** – Keith Moody led a brief discussion about the potential addition of solar shade structures on the pool deck to offset electricity usage during operational season and provide shade options for staff. This would be part of a larger project of shade installations at RPCC and City Hall.
 - E. Operations Planning for 2021 Season** – Group discussed options to make RPAC a more family friendly pool. While lap swimming will still be available during open swim times, staff and committee agreed to optimize open swim space for all ages.
 - 1. Spray and activity pool hours will be available before noon (during swim lessons) for families and young children to use before the hottest part of the day.
 - 2. Swim Lessons and Swim Team will still be offered for 2021 season. RPAC will host family after hour special events.
 - 3. Marketing plan for next season and messaging during renovation. – Tabled for future meeting
 - F. Adjourn**
-

Item Number: New Business- VII.-A.
Committee 5/18/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/20/2020
Submitted By: Jennifer Jones-Lacy and Chief Morris
Committee/Department: Admin
Title: **Elimination of Criminal History Question from Employment Application**
Item Type:

Recommendation:

Approve banning the inquiry about criminal history on job applications.

Details:

Attached is a presentation prepared by Chief Morris with the assistance of Jennifer Jones-Lacy on "banning the box", the consideration of eliminating the question about job applicants criminal history from employment applications. Staff recommends doing so for non-public safety positions.

The link below takes you to an article from KCUR following Johnson County's implementation of banning the box:

<https://www.kcur.org/government/2016-05-23/johnson-county-government-drops-criminal-conviction-question-for-most-job-applicants>

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
▢ Presentation on Criminal Background Checks	Cover Memo
▢ Resident Opinion on Banning the Box	Cover Memo



DISCUSSION ON CRIMINAL BACKGROUND CHECKS AND APPLICATIONS FOR EMPLOYMENT

Criminal History Records Checks for Non- Criminal Justice Purposes

- ▶ What is Criminal History Record Information (CHRI) ?
- ▶ CHRI is the summary of arrests and prosecutions for criminal charges. Each State has a single central repository that is responsible for maintaining the State's CHRI.
- ▶ The Kansas Bureau of Investigation (KBI) operates our State's Central Repository for CHRI.

Can I get a copy of my CHRI for my employer?

- ▶ (ACCORDING TO THE KBI) You should NOT request your own CHRI in order to provide it to an employer or a prospective employer. That is because you will be given ALL of the CHRI in your record, including types of information (diversion, expungements and juvenile arrests) that an employer is not entitled to receive. Also there is a State law (K.S.A. 22-4710) that prohibits your employer from requiring you to obtain your own CHRI. The employer should request your record directly from the Central Repository so they obtain only the information they are entitled to receive. Employers are responsible for payment of a CHRI report.

How do I
obtain a
copy of my
own CHRI to
see what is
available to
the public?

- ▶ You can request a copy of your record online at www.Kansas.gov/kbi/criminalhistory. You will receive only adult conviction information. The fee for name-based Kansas criminal history requests conducted on the website is \$20.00



Other Resources



"Open Source" records checks can include additional information on individuals that are open to the public. Jococourts.org is a local court site in Johnson County, Kansas that will show open record information on individuals involved with cases in the District Courts of Johnson County. (Criminal, Civil, & Juvenile)



Missouri "Casenet" provides information on cases in Missouri at all court levels.



Registered offenders can be found on a local and national level on the Kansas Bureau of Investigation (KBI) web site.

RPPD

- ▶ The Roeland Park Police Department is prohibited from conducting a criminal history check through the KCJIS / NCIC III for Non- Criminal Justice purposes.
- ▶ Any criminal history check requested for NON LAW ENFORCEMENT PURPOSES should be done through the Kansas Bureau of Investigation (KBI) @ www.Kansas.gov/kbi/criminalhistory or private company.

“Ban the Box”

- ▶ The “Ban the Box” movement seeks to stop employers from automatically asking job applicants if they have criminal histories on employment applications.
- ▶ The goal is to allow applicants with criminal records to be treated on an equal playing field as all other applicants during the initial review and interview selection process.
- ▶ This gives someone with a record the opportunity to be considered for the position and vetted prior to getting a background check.
- ▶ In 2018, former Governor Colyer signed an executive order banning the box from employment applications for executive branch positions with the State of Kansas.
- ▶ “It provides applicants with the opportunity to explain their unique facts and circumstances and what has happened to them and how their lives have changed,” Colyer said.

If Roeland Park Banned the Box

- ▶ Criminal background checks would still be completed for City positions prior to hiring, which may or may not disqualify them for the position for which they are applying.
- ▶ Applications for police officer positions where individuals with felonies are prohibited from working will also continue asking about criminal history.



Questions ?

Good afternoon,

I was made aware of the council's forthcoming discussion about a "Ban the Box" policy for our city. I'm extremely happy to see that this is being put forward for consideration in our city and I hope you'll support the policy. Questions about past criminal activity on initial employment applications are an enormous barrier to employment for those with past involvement in our criminal justice system. This is especially problematic when these questions or boxes are used just to weed out applicants seen as criminal or untrustworthy.

We know that our criminal justice system is in dire need of reform and has for its entire history disproportionately targeted the poor and people of color. I hope you'll enact a policy that outlaws the practice in our community and I thank you for having this difficult, but necessary discussion. All the best,

Grant Mayfield
4924 Mission Rd. Roeland Park, KS 66205

Item Number: New Business- VII.-B.
Committee 5/18/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 4/16/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Adopt Solid Waste Assessment for 2021**
Item Type: Other

Recommendation:

Approve solid waste service assessment of \$200 for 2021 based upon the attached analysis.

Details:

Attached is the 2021 Solid Waste Rate Analysis. The 2021 analysis does not reflect Public Works staff costs associated with the leaf pick up program, this is consistent with the approach employed in setting the 2019 and 2020 assessment. A total assessment of \$200 per home is proposed. The solid waste fee charged by WCA is anticipated increasing from \$15.17 per home per month to \$15.45 per home per month based upon a proposal from WCA. That proposal contemplates extending the service agreement 5 years and employing a \$.30 per month increase in that fee in each of the 4 successive years. This equates to 1.95% average annual increase. In contrast the average annual increase in the rate from 2014 through 2021 is 4.58%. MARC is working on the extension document which should be ready in May.

The City Administrators in Fairway, Westwood and Roeland Park support extending the current agreement with WCA based upon WCA consistently meeting the performance terms spelled out in the agreement and improved citizen satisfaction with solid waste services during the 3 years of the current agreement. In addition the proposed rate structure reflects a lower annual increase (1.95%) than we have experienced in the past 6 years (4.58%). Having a known rate makes budgeting more accurate and a modest annual increase should help to avoid large increases such as was experienced with the bid process leading to the new contract executed for 2018. For reference the three year weighted average CPI-U for the West North Central Region is 1.57%. For additional perspective on the proposed rates, Mission completed a solid waste service bid process in 2019 where the low bidder was WCA at \$15.75/month (they were paying Waste Management \$16.96/month). In 2016 Prairie Village completed a solid waste service bid process with the low bidder being Waste Management at \$16.95/month.

The Rate Analysis reflects a garbage/recycling/yardwaste assessment based upon the rate charged by WCA (\$185.25/yr). It also includes \$1/yr to cover administrative costs and a fee to cover a portion of the leaf collection program costs (\$13.75/yr which does not include the public works man hour costs). These total \$200/yr, a \$2 increase from 2020, which is the amount projected for 2021. This equates to an average annual increase in the solid waste assessment of 2.33% between 2015 and 2021.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

Reviewing the costs of service annually and setting fees appropriately is good financial stewardship.

How does item benefit Community for all Ages?

Contracted solid waste services result in less heavy truck traffic on City streets and lower costs for service to the end user, these are beneficial to people of all ages.

ATTACHMENTS:

Description	Type
 2021 Solid Waste Assessment Analysis	Cover Memo

2021 Solid Waste Rate Analysis

Trash Service Cost:

Includes solid waste, yard debris, unlimited recycling, large item pickup (excluding white goods)*

Leaf Program Cost:

Citywide curbside leaf pickup program

Administrative Cost:

Staff administrative time for questions, new residents trash/recycling startup, etc.

\$	23.50	Administrative Assistant Cost with Benefits and 5% Overhead
	260	hours
\$	6,110.00	

Summary of Program Costs								
Year of Service:	2015	2016	2017	2018	2019	2020- Adopted Budget (Excluding PW Labor Costs)	Projected 2021	Average Annual Increase
History of Solid Waste Fee Charged City by Contractor (Per Home Per Year)	\$ 145.44	\$ 145.44	\$ 149.76	\$ 182.04	\$ 182.04	\$ 182.04	\$ 185.40	4.58%
Percent Increase	1.76%	0.00%	2.97%	21.55%	0.00%	0.00%	1.85%	
Total Homes Subject to Assessment	2,846	2,846	2,845	2,849	2,850	2,850	2,850	

Summary of Solid Waste Program Costs:

Administrative Costs	\$ 4,228.00	\$ 4,228.00	\$ 4,228.00	\$ 4,228.00	\$ 5,496.40	\$ 6,110.00	\$ 6,293.30
Leaf Pick Up Costs	\$ 80,000.00	\$ 87,656.00	\$ 87,645.00	\$ 51,288.00	\$ 46,207.00	\$ 37,277.90	\$ 38,396.24
Solid Waste Service Costs	\$ 413,922.24	\$ 413,922.24	\$ 426,067.20	\$ 518,631.96	\$ 518,814.00	\$ 518,814.00	\$ 528,390.00
Total program cost	\$ 498,150.24	\$ 505,806.24	\$ 517,940.20	\$ 574,147.96	\$ 570,517.40	\$ 562,201.90	\$ 573,079.54
Estimated Cost Per Property	\$ 175.04	\$ 177.73	\$ 182.05	\$ 201.53	\$ 200.18	\$ 197.26	\$ 201.08

Annual Assessment Breakdown:

Annual Solid Waste Charge per property	\$ 148.00	\$ 148.00	\$ 149.76	\$ 183.00	\$ 183.00	\$ 183.00	\$ 185.25	4.19%
Solid Waste Revenue	\$ 421,221	\$ 421,221	\$ 426,067	\$ 521,367	\$ 521,550	\$ 521,550	\$ 527,963	
Administrative Fee Charged per property:	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
Administrative Service Fee Revenue	\$ 2,846.00	\$ 2,846.00	\$ 2,845.00	\$ 2,849.00	\$ 2,850.00	\$ 2,850.00	\$ 2,850.00	
Leaf Program Charge Per property:	\$ 26.47	\$ 26.47	\$ 27.24	\$ 15.00	\$ 13.00	\$ 14.00	\$ 13.75	-8.01%
Leaf Program Revenue	\$ 79,587.00	\$ 77,179.00	\$ 80,000.00	\$ 42,735.00	\$ 37,050.00	\$ 39,900.00	\$ 39,187.50	
Per Property / Year Cost	\$ 175.47	\$ 175.47	\$ 178.00	\$ 199.00	\$ 197.00	\$ 198.00	\$ 200.00	2.33%
Per Property / Per Month Cost	\$ 14.62	\$ 14.62	\$ 14.83	\$ 16.58	\$ 16.42	\$ 16.50	\$ 16.67	
Annual Surplus or (Deficient)/Home	\$ 0.44	\$ (2.25)	\$ (4.05)	\$ (2.53)	\$ (3.18)	\$ 0.74	\$ (1.08)	
Total Estimated Surplus or (Deficiency)	\$ 1,250.00	\$ (6,406.00)	\$ (11,531.60)	\$ (7,196.96)	\$ (9,067.40)	\$ 2,098.10	\$ (3,079.54)	

History of Solid Waste Assessment

Solid Waste Assessment	\$ 175.47	\$ 175.47	\$ 178.00	\$ 199.00	\$ 197.00	\$ 198.00	\$ 200.00	2.33%
Equivalent Monthly Rate	\$ 14.62	\$ 14.62	\$ 14.83	\$ 16.58	\$ 16.42	\$ 16.50	\$ 16.67	

*Notes: Public Works personnel costs were removed from the leaf pickup program total cost starting in 2018. This has the affect of reducing revenue to the General Fund by this amount, effectively lowering the mill levy. Leaf program costs for 2021 are estimated at 3% above 2020 program cost estimates.

Item Number: New Business- VII.-C.
Committee 5/18/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/16/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Special Purpose Sales Tax Renewal Ballot Language**
Item Type: Other

Recommendation:

Staff is seeking direction from the Governing Body on the ballot language concerning the quarter cent special purpose sales tax to be on the November 2020 ballot.

Details:

The Governing Body provided direction that the special purpose sales tax extension question would be on the November 2020 ballot. Does the council wish to consider increasing the amount of the sales tax (could be up to 1 percent)?

Background Information on the Special Purpose Sales Tax:

- It is a quarter of a cent (.0025%).
- The sales tax generates \$375,000 per year in revenue.
- The revenue is used to pay for capital improvements (Special Infrastructure Fund). The funds have been used to pay for storm sewer replacement, park improvements, street improvements, sidewalk improvements, as well as a portion of the planned pool renovation.
- The tax sunsets on 3/31/23.
- Special sales tax levies such as this one may only be approved for a 10 year period. Making the sales tax permanent would require replacing the special sales tax with a general sales tax.
- An election to extend the sales tax can occur prior to it sun setting, a simple majority in support is required for approval. The ballot can be conducted via mail or through a regular election.
- Up to a 1% special purpose sales tax could be approved in Roeland Park.

Ballot Background Information:

- The presidential general election is on 11/3/20. The deadline to have a question on the ballot is 9/1/20. There is no cost to include a sales tax extension question with the general election.

Background Information on Sales Tax Rates:

- Attached are graphics reflecting just the City portion of sales tax applicable in a community as well as the average total sales tax rate within a Kansas city (including any overlay district sales taxes (such as CID's and TDD's). Roeland Park falls below the average for both of these measures.
- The 1% CID sales tax at Walmart expired in June of 2019.
- The .5% TDD sales tax at Lowes sunsets 12/31/25.
- The 1% TDD sales tax at Price Chopper sunsets 12/31/25.

Establishing direction on ballot language early will afford sufficient time for staff to develop and carry out a public education effort.

The City Attorney has researched the method required for Council to approve ballot language. A simple motion approving the language to appear on the ballot is required (no resolution or ordinance). He has developed ballot language examples below for your consideration:

Example 1- Extends the Existing Quarter Cent Sales Tax 10 years after the Existing Quarter Cent Sales Expires:

Shall the City of Roeland Park, Kansas be authorized to renew the levy of a one-quarter of one percent (0.25%) City Retailers' Sales Tax within the City of Roeland Park, Kansas for the special purpose of funding public infrastructure projects, including buildings; such City Retailers' Sales Tax shall take effect on 4/1/23, or as soon thereafter as permitted by law, and will replace the current one-quarter of one percent (0.25%) City Retailers' Sales Tax currently in place which expires on 3/31/23, and shall end ten years after its commencement; such tax shall be levied pursuant to K.S.A. 12-187, et seq.?

Example 2- Terminates the Existing Quarter Cent Sales Tax and Imposes a Half Cent Sales Tax:

Shall the City of Roeland Park, Kansas be authorized to terminate the current one-quarter of one percent (0.25%) special purpose City Retailers' Sales Tax currently levied and to stop collection as of 12/31/2020, and to levy a new one-half of one percent (0.50%) special purpose City Retailers' Sales Tax and to use the revenue from the new City Retailers' Sales Tax for public infrastructure projects, including buildings with such tax to take effect on 1/1/21 and to end on 12/31/31; such tax shall be levied pursuant to K.S.A. 12-187, et seq.?

Example 3- Terminates the Existing Quarter Cent Sales Tax and Imposes a Half Cent Sales Tax In Concert with a Mill Reduction:

Shall the City of Roeland Park, Kansas be authorized to terminate the current one-quarter of one percent (0.25%) special purpose City Retailers' Sales Tax currently levied and to stop collection as of 12/31/2021, and to levy a new one-half of one percent (0.50%) special purpose City Retailers' Sales Tax and to use the revenue from the new City Retailers' Sales Tax for public infrastructure projects, including buildings with such tax to take effect on 1/1/22 and to end on 12/31/32, and further to reduce the mill levy currently levied in the City of Roeland Park, Kansas in the amount of 2 mills?

Example 4- Renews the Existing Quarter Cent Sales Tax through 12/31/25 and Imposes a Half Cent Sales Tax The Balance of 10 year Period:

Shall the City of Roeland Park, Kansas be authorized to renew the existing one-quarter of one percent (0.25%) special purpose City Retailers' Sales Tax from 4/1/23 through 12/31/2025, then replacing the one-quarter of one percent (0.25%) levy with a one-half of one percent (0.50%) special purpose City Retailers' Sales Tax levy from 1/1/26 through 3/31/33 and continue using the

revenue for public infrastructure and building projects; such tax shall be levied pursuant to K.S.A. 12-187, et seq.?

The County Election Office will put any of the example questions on the ballot if approved by the Council.

A mill reduction tied to a sales tax increase could not be implemented until the 2022 budget due to the results of the November 2020 ballot following the August 2020 deadline for certifying the 2021 mill.

Based upon the assessed values that will be used in setting the mill for the 2021 budget each 1 mill generates a total of around \$101,000 in combined revenue from property tax (\$95,000) as well as the County's shared sales/use taxes (\$6,000). Based upon the historical growth in property value each year being greater than historical growth in sales tax revenues staff would point out that reducing the mill will cause the net increase in revenue to decrease and likely be erased in the long term (> 5 years). The attached graph shows the annual revenue generated from 2.5 mills in property tax rate compared to the annual revenue generated from a quarter of a cent sales tax. Our property taxes have risen while our sales taxes have declined in recent years.

The table below provides a summary of fiscal impact for each of the 3 ballot examples:

Example	current expires	new sales tax	new mill	life	Est impact for city in 2021
1	03/31/23	0.25%	-	4/1/23-3/31/33	\$0
2	12/31/20	0.50%	-	1/1/21-12/31/31	+\$375k
3	12/31/21	0.50%	-2 mill	1/1/22-12/31/32	+\$173k
4	03/31/23	0.50%	-	4/1/23-3/31/33	\$0

Each 1 mill of property tax levy on a single family home with an appraised value of \$226,000 (current average appraised value) equates to \$26 in property tax.

Financial Impact

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

Additional Information

According to Kansas State's records: <https://www.ksrevenue.org/pdf/citypullfactorfy19.pdf>
Roeland Park has a pull factor of 1.31. This would indicate the percentage of purchases coming from residents is 76% (1 divided by 1.31) which would make the percentage by non residents 24%.

This is the approach that Merriam uses to determine what percent of their total sales comes from residents vs nonresidents. Without access to the pull factor for individual retailers within Roeland Park this is the best estimate available for the amount of sales tax contributed from non-residents.

"City Trade Pull Factor (CiTPF) is a quotient of retail trade captured by the city compared to the state, called the City Trade Pull Factor (CiTPF). The City Trade Pull Factor is computed by dividing the per capita sales tax of a city by the statewide per capita sales tax. CiTPF values greater than 1.00 indicates that local businesses are pulling in trade from beyond their home city border. A CiTPF value less than 1.00 indicates more trade is being lost than pulled in, that residents are shopping outside the city. This is a simple and well-known measure of the relative strength of the retail business community."

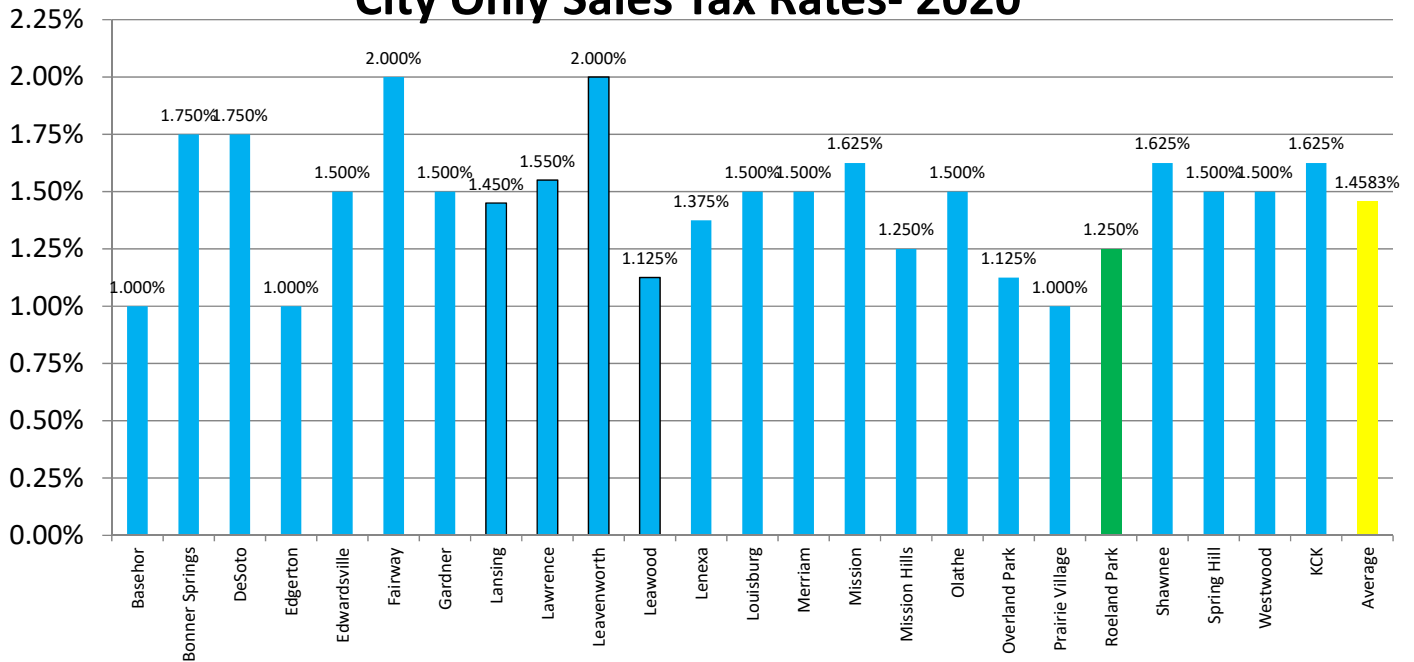
How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

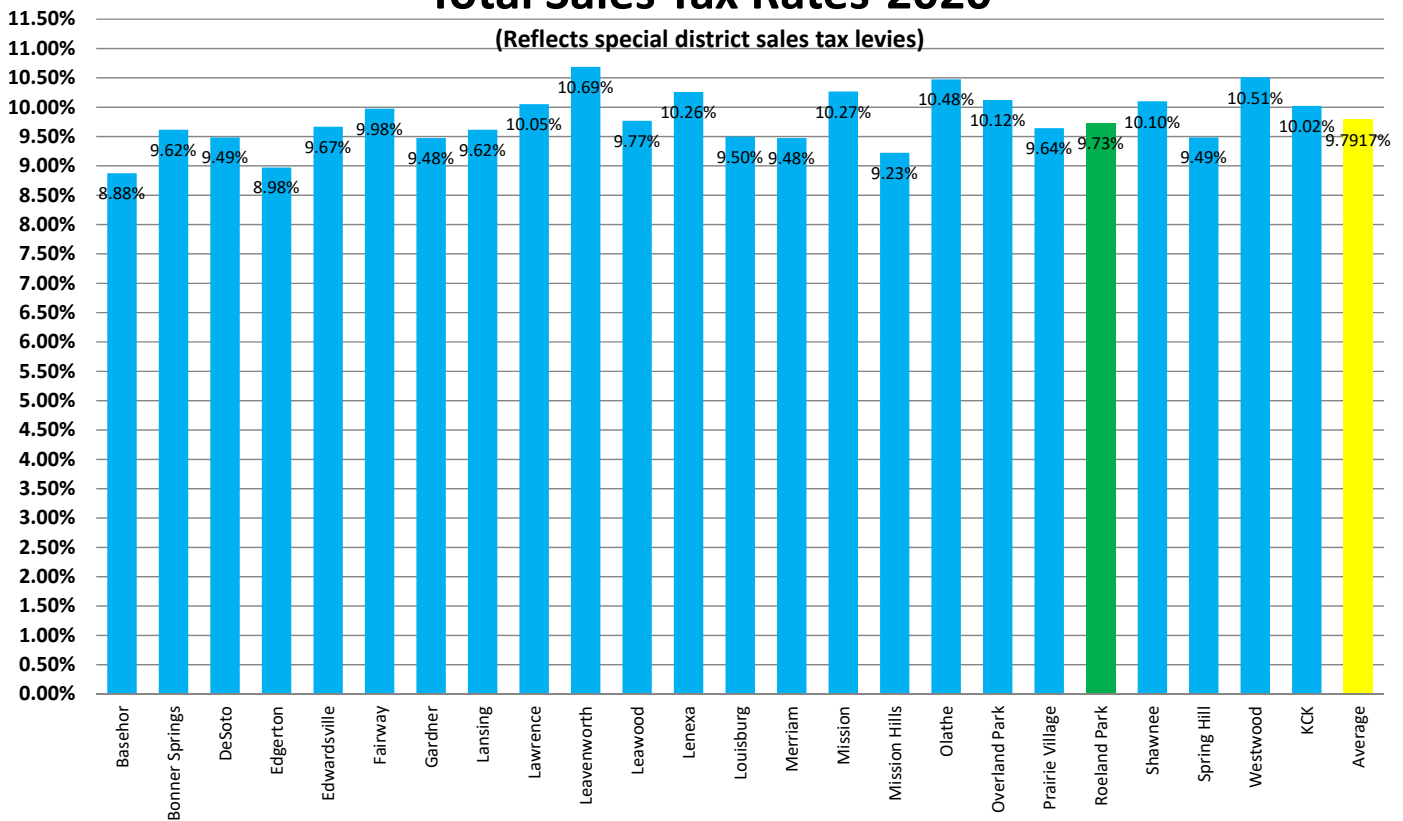
Description	Type
▢ Sales Tax Rate Comparison as of 1-1-20	Cover Memo
▢ Graph Comparing 2.5 mills to Quarter Center Sales Tax Revenue	Cover Memo

City Only Sales Tax Rates- 2020

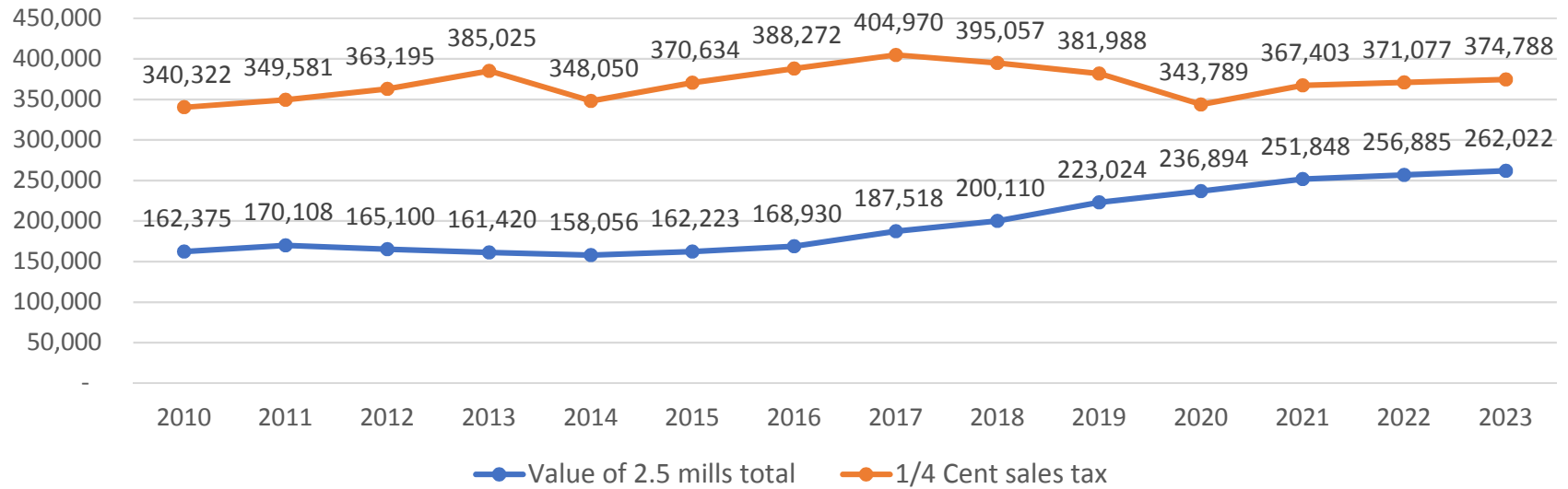


Total Sales Tax Rates-2020

(Reflects special district sales tax levies)



VALUE OF 2.5 MILLS VS. 1/4 CENT SALES TAX



Item Number: **Ordinances and Resolutions:- VIII.-**
 A.
Committee **5/18/2020**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: **2/27/2020**
Submitted By: **Keith Moody**
Committee/Department: **Admin.**
Title: **Ordinance 995 Adopting Solar Ready Requirements**
Item Type: **Ordinance**

Recommendation:

Staff supports adoption of an ordinance that provides solar ready guidelines for new construction.

Details:

A solar ready ordinance is intended to make installation of solar generating equipment easier on a building should in the future the owner decide to install a solar energy system. Most cities who have adopted solar ready regulations require buildings constructed after adoption of the ordinance to first analyze the potential solar energy generating potential of the building roof. If the roof area meets the prescribed standards for solar generating potential and the roof area is available (could be used as a green roof or could have significant area devoted to mechanical uses) then the ordinance requires the building to incorporate chases that could be used in the future to house conduit/conductors from the roof mounted solar panels to the breaker panel. Generally no structural additions are needed to provide chases as chases are necessary to serve other mechanical equipment. In addition the architectural plans shall reflect that the roof of the building is designed to accommodate the load of a future solar installations. Generally no additional structural support need be incorporated to the roof design in order to support solar systems.

The attached "solar ready" ordinance is based upon language adopted by St. Louis. Staff has incorporated the "solar ready" elements into the City's existing solar installation section of our Code. The restrictions related to how far a solar panel may stand off from or project above the roof has been reviewed by solar installers and should provide room for standard solar installations on pitched and flat roofs. The intent was to keep the installations either screened by parapet walls or low profile so that the installations are not projections but rather streamlined attachments to the roof plane. A skirting or flashing would not be required between the panel and the roof.

The example reflects "solar ready" being applied to only new structures. It would not apply to

renovations to existing structures or to additions. It would be applicable to new construction of all types (commercial, industrial and residential).

The exceptions language and standards for determining if a building is suitable for solar is directly from the St. Louis ordinance. This language is intended to avoid employing solar ready design on buildings that are not solar energy generating candidates. Lack of access to sufficient sunlight or lack of roof availability for solar panels are the principal reasons for being exempt.

As a point of clarification, carports and detached garages are considered "buildings" and would be subject to the solar ready requirements.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

Adoption of Solar Ready regulations encourages new construction to be more easily adapted to renewal solar energy. This assists in furthering the Strategic Plan goal of sustainability.

How does item benefit Community for all Ages?

Planning for the future aids future generations of the community.

ATTACHMENTS:

Description	Type
☐ Ordinance 995- Solar Ready Guidelines for New Construction	Cover Memo

ORDINANCE NO. 995

AN ORDINANCE AMENDING CHAPTER IV, BUILDING AND CONSTRUCTION, ARTICLE 14, SOLAR ENERGY SYSTEMS TO INCLUDE A SOLAR-READY ZONE FOR NEW AND PROPOSED STRUCTURES AND EXCEPTIONS THEREFROM.

WHEREAS, Chapter IV, Article 14 currently does not require a solar-ready zone for new and proposed structures in Roeland Park; and

WHEREAS, the adoption of solar-ready requirements encourages new construction to be more easily adapted to renewable solar energy; and

WHEREAS, solar-ready buildings assist in furthering the City of Roeland Park's goal of sustainability; and

WHEREAS, the City of Roeland Park desires to make installation of solar generating equipment easier on a building should the building's owner decide to install a solar energy system; now

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS, AS FOLLOWS:

Section 1. Amending Chapter IV, Article 14. The governing body of the City hereby amends Chapter IV, Article 14 of the City of Roeland Park municipal code to read as follows:

Sec. 4-1401. - Purpose.

The purpose of this article is to establish provisions for using an alternate source of energy apart from the prevailing energy sources of natural gas and electricity, namely solar energy, and to provide standards for the construction and use of solar energy systems.

(Code 1986; Code 2003)

Sec. 4-1402. - Restrictions.

Except as provided in this article, no solar energy system or solar collection device shall be erected, constructed, altered or maintained on any lot within the city, without first receiving a permit to do so.

(Code 1986; Code 2003; Ord. No. 968, § 1, 7-16-2018)

Sec. 4-1403. - Standards.

All new or proposed structures complying with height and location criteria will provide a solar ready zone as defined by this section on any new or proposed structure. Additions and renovations to existing structures are not subject to the solar ready requirement. Said zones will be defined in construction documents and include certification of allowable roof loading for the defined solar ready zone to accommodate permanently mounted solar collection devices. In addition, the construction documents shall reflect chases adequately sized and strategically located to accommodate future installation of conduit and conductors used in conveying power from the solar system to the electrical load distribution center and/or batteries. The solar ready certification shall be posted and visible near the electrical load distribution center of said structure.

1. **SOLAR-READY ZONE-** A solar-ready zone shall be located on the roof of buildings that are five stories or less in height above grade plane and are oriented between 110 degrees and 270 degrees of true north or have low-slope roofs. This shall include detached garages and carports. Solar-ready zones shall comply with applicable design standards.
2. **EXCEPTIONS-** New and proposed structures may be exempted from the solar ready requirements of this section if they meet any of the following criteria:
 - A building with a permanently installed, on-site renewable energy system.
 - A building with a solar-ready zone that is shaded for more than 70 percent of daylight hours annually.
 - A building where the licensed design professional certifies that the incident solar radiation available to the building is not suitable for a solar-ready zone.
 - A building where the licensed design professional certifies that the solar zone area required by this section cannot be met because of extensive roof-top equipment, skylights, vegetative roof areas or other obstructions.
3. **STANDARDS AND CONDITIONS-** All solar energy systems or solar collection devices shall meet the following standards and conditions:
 - (a) All solar energy systems or solar collection devices shall be incorporated into a building (which may be either a principal or accessory building) and shall be visually integrated into the basic form and main structure of such building as viewed from the public right of way.
 - (b) Any panel inclusive of the mounting system which is used to receive, collect or transfer solar energy, shall be mounted on the roof of a building and such panels and mounting system shall be visually integrated into the roof. The panels shall be mounted parallel to the roof plane and no more than 6 inches from the roof surface to accomplish visual integration with the roof where the panels are visible from an adjacent residential property. If the panels are screened from view via a parapet wall, they may stand off from the roof more than 6 inches, so long as they do not project above the parapet wall. If panels are located on a flat roof (less than 3 in 12 pitch) that is not visible from a residential property the panels need not be visually integrated with the roof, however the panel should not stand off more than 12 inches from the surface of the roof.

- (c) Mounting arrangements which allow panels or apparatus to project more than 12 inches above the roof surface are prohibited unless screened from view by adjacent properties.
- (d) No panels or apparatus shall be free standing or mounted on the ground.
- (e) All mechanical piping, electrical conduits, motors and similar items which comprise a solar energy system shall be concealed within the building envelope or through a creative design, preventing view from either adjoining properties or the road right of way. For the purposes of this section, "Building Envelope" shall be defined as the physical separator between the conditioned and unconditioned environment of a building, including the resistance to air, water, heat, light, and noise transfer. The building envelope consists of a roof, subfloor, exterior doors, windows, and exterior walls.
- (f) All exposed metal, including the framework of active collector panels or exposed mullions and framework of passive systems shall be of finished warm earth tones, or black, in color and unpainted aluminum is prohibited.
- (g) All solar energy system components shall be located as to be accessible for required routine maintenance without trespassing on adjoining property or disassembling any major portion of the structure or building.
- (h) All solar energy system components must be obtained from manufacturers who regularly engage in production of solar energy apparatus. The design and drawings of any system or apparatus shall be completed and sealed by a licensed design professional.

The construction or erection of a solar energy system or solar collection device shall conform to the requirements of Chapter 4 of this Code.

(Code 1986; Code 2003; Ord. No. 968, § 2, 7-16-2018)

Sec. 4-1404. - Permit Required.

No solar energy system or solar collection device shall be constructed, erected, added to or materially altered, structurally or otherwise changed, or improved nor any other work commenced upon any lot, tract or parcel of land unless the owner, contractor or agent of either shall first have applied for and received from the Building official or Governing Body a permit therefore as provided for in this chapter.

(Code 1986; Code 2003)

Sec. 4-1405. - Application for Permit.

Any application for the permit required hereunder shall show that the proposed construction meets the requirements set forth in this chapter.

Should any submittal in the opinion of the Building Official contain design elements that are substantially unique and outside the normal configuration of typical solar array components, design or system requirements, the application for permit shall be forwarded to the City Council for action. The City Council's decision will be final.

(Code 1986; Code 2003; Ord. No. 968, § 3, 7-16-2018)

Sec. 4-1406. - Issuance of Permit.

Any permit issued pursuant to the provisions of this article for the construction, erection or modification of a solar energy system or solar collection device shall only be issued after the Building Official has determined the proposed construction meets the requirements of [Section 4-1403](#) and that the design of the solar system or solar collection device is in general conformity with the style and design of surrounding structures.

(Code 1986; Code 2003; Ord. No. 968, § 4, 7-16-2018)

PASSED by the Governing Body of the City on May 18, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

Item Number: **Ordinances and Resolutions:- VIII.-**
 B.
Committee **5/18/2020**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 5/4/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Resolution 676 Adopting Carbon Emission Reduction Goal**
Item Type: Resolution

Recommendation:

Consider adopting Resolution no. 676 setting climate reduction goals of reducing citywide carbon emissions by 28% by 2025, aligning with the Paris Climate Agreement's recommendations.

Details:

The City of Roeland Park has recently approved the purchase of Dynamhex to measure and track the City's greenhouse gas emissions. That assessment determined that in 2019 city-wide, Roeland Park's emissions are 55,117 metric tons of greenhouse gasses from the following sources:

- 54% Residential Buildings
- 23% Transportation
- 22% Commercial Buildings
- 2% Industrial Facilities

To comply with the Paris Climate Agreement recommendations, we would reduce our total emissions by 28% by 2025. Half of the emissions come from the consumption of electricity. One key method to reduce our footprint is to reduce our reliance on fossil fuel combustion which can be achieved in part by the implementation of more renewable energy sources such as solar and wind power. The City of Roeland Park is taking steps to assess the opportunity to employ solar energy production at City Hall, the Aquatic Center and Community Center, which will help to reduce emissions from City-owned facilities as well as save energy costs. Every estimates that over the life of the solar panels, 10,000 tons of carbon emissions could be eliminated from our footprint. Approximately 13% of our reduction could come from the solar panel installation project the City is already planning. In addition, as Every's electric grid gets cleaner with more renewables, this will have a positive impact on Roeland Park's carbon footprint.

We will also extend the use of the Dynamehex tool to our residents so they can review their personal footprint and get recommendations on how they too can contribute to the reduction of emissions in Roeland Park. Some additional recommendations can be found in the attached info sheet. Also attached is a presentation with further ideas on how to reduce carbon emissions in Roeland Park for the City and the community as a whole.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Roeland Park Emissions Info	Exhibit
☐ Emissions Report - Municipal Operations	Presentation
☐ Emissions Report - Citywide	Presentation
☐ Resolution 676	Cover Memo

Where do current emissions come from?

Total emissions

55,117

Metric tons of greenhouse gases



2019

What would Paris
targets mean for
the city?



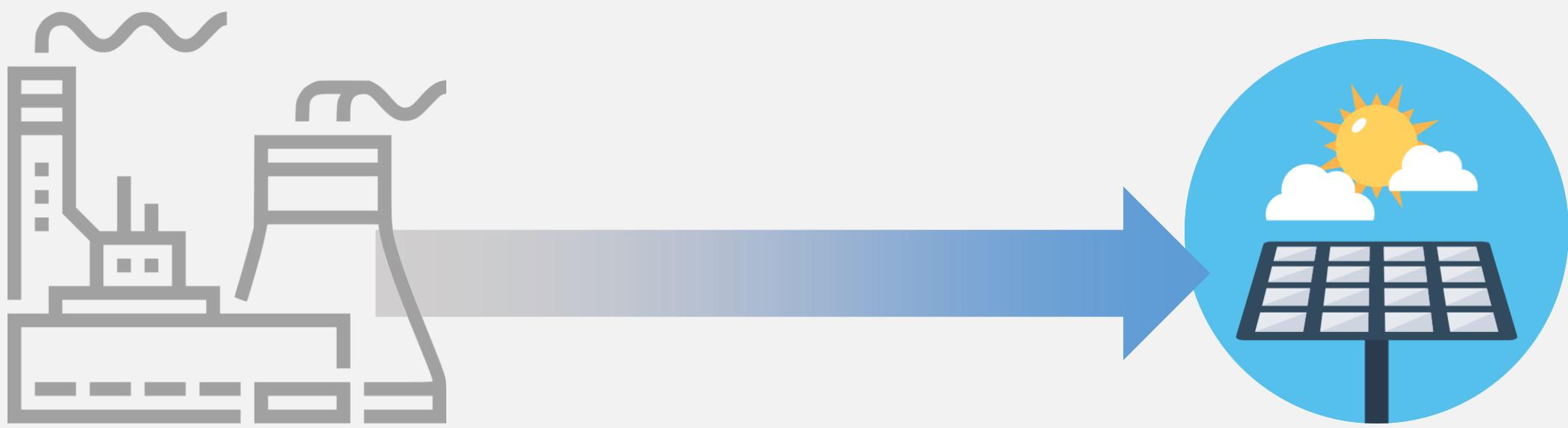
<40,000

Metric tons of greenhouse
gases (MT CO₂e) to meet
Paris goals

2025

Half of the city's emissions is due to the generation and consumption of electricity by homes, schools, offices and other buildings in the city.

As the grid gets cleaner with more renewable energy, such as higher solar and wind deployment, electricity's proportion of the total footprint will decrease over time.

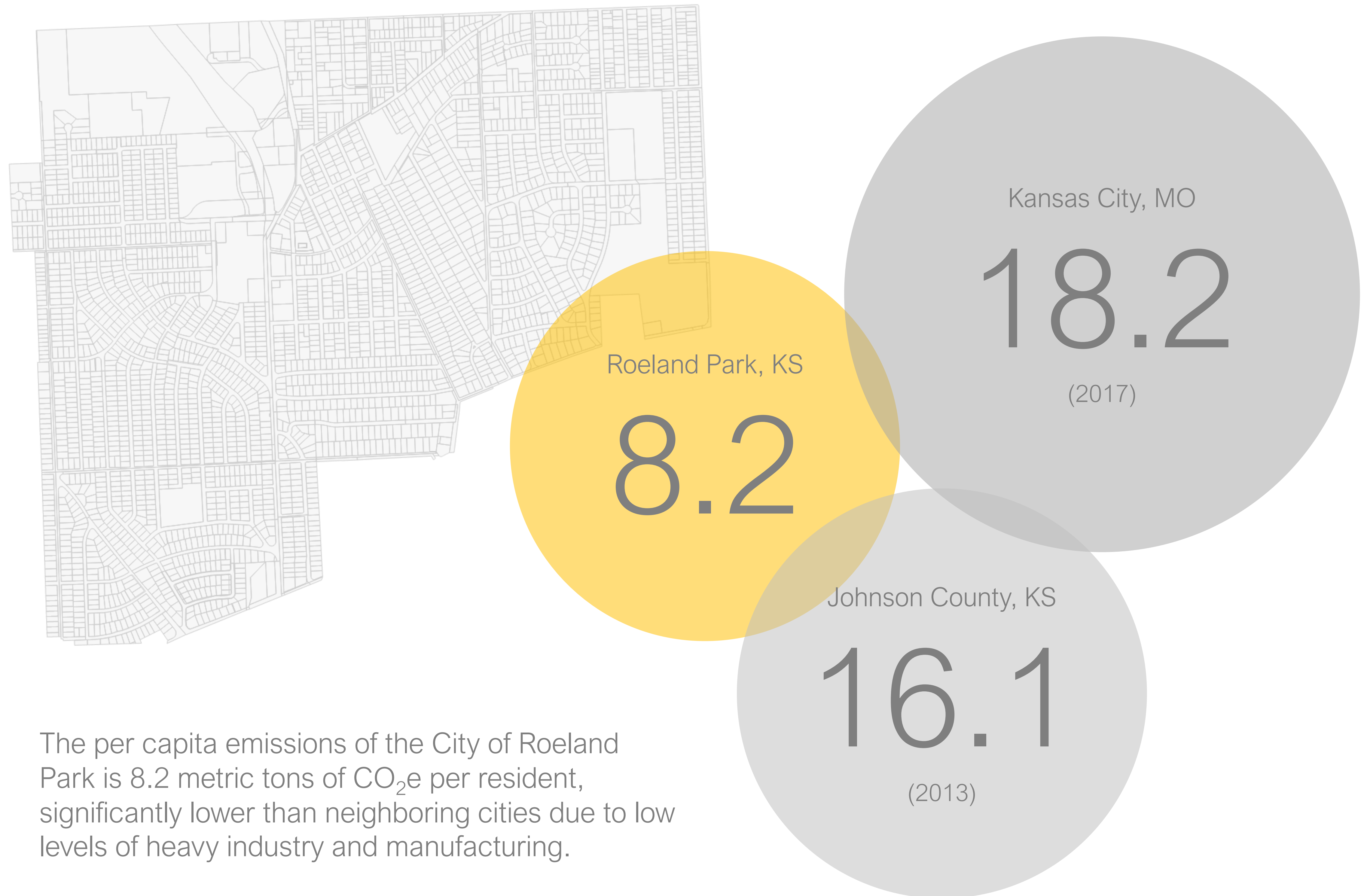


More than 12,000 MWh of potential solar electricity falls on rooftops of Roeland Park homes and buildings each year.

If these buildings went solar, the city could further reduce emissions by 6,400 metric tons, or almost 12% of the reduction target outlined by Paris



Emissions per capita



41.4  %
of emission reductions
can come from efficiency

Simple projects inside homes could reduce energy costs for homeowners and residents while making progress on greenhouse gas emissions targets.

This summer, you can analyze your own home with Dynamhex to evaluate savings and emission reductions, based on your individual climate actions.

Efficiency savings

Saving residents money

Potential energy projects from homes

	Annual household savings	Annual citywide savings	
	Energy savings* (\$)	Energy savings (\$)	Emissions (MT CO ₂ e)
Add insulation to existing walls and cavities	320	211,848	1,693
Add foam to the interior side of foundation walls in basements	152	55,510	620
Conduct air-sealing on windows and enclosures to reduce infiltration	75	64,895	512
Adding rigid foam sheathing on walls and siding	303	60,002	475
Add insulation for attic floor	117	55,605	437
Install improved low-E storm windows on primary windows	108	36,451	390
Install a high-efficiency heat pumps for centrally ducted furnace	1,227	95,936	741
Install a smart thermostat for controlled central heating + cooling	93	45,801	563
Installing a new highly efficient central AC at end-of-life replacement	75	44,691	352
Replace 95% of the home bulbs with LEDs	121	60,761	478
			6,260

*Energy savings shown here does not factor in utility rebates, existing local incentives or upfront costs



City of Roeland Park, KS – Municipal operations footprint

- The city of Roeland Park, KS quantified the total annual emissions from city-owned assets, such as buildings and vehicles.
- The data included downstream emissions, such as employee commuting, as well as the consumption of both fuels, such as natural gas, gasoline, diesel and electricity.
- Quantification of city-owned assets and their emissions through an inventory is the first step to set targets and create impactful strategies to reduce emissions over time.

Emissions from City-owned buildings

Buildings account for 82% of the total city-owned asset footprint

- The city used 8,216 MCF of natural gas in several of its buildings for the 2019 calendar year, which accounted for 38% of its entire footprint.
- Electricity usage, at 974 MWh, contributed to the remaining 44% of emissions from buildings

Strategies and emissions reductions in city-owned buildings include:

1. New on-site solar projects can reduce emissions by 15.8%
2. Evergy's electric grid, with cleaner feedstock, can reduce by 12.9%
3. Building-level efficiency measures and actions result in 8% reduction

Proposals are already being evaluated to install onsite solar energy on city-owned buildings, properties and adjoining premises. With zero-emissions source of energy in solar, the displaced 364 MWh of electricity per year would result in 186 metric tons of reduction. Moreover, according to Evergy's 2018 Sustainability Report (page 3), the carbon content of electricity would have reduced by 13% between the beginning of 2018 and 2020.



Mitigation Opportunities

Almost 37% of city-owned emissions can be reduced

- The 3 major items could collectively meet and exceed a reduction target of 26 – 28%, such as the one suggested under the Paris Accord by target year 2025.
- Most of them are already underway, with the inventory being used to both benchmark emissions in future years while measuring progress over time.

Normalized emissions from city-operations

For every full-time employee (adjusted by aggregating part-time staff members), the City emits around 39.72 metric tons per FTE. Compared to neighboring cities, such as City of Kansas City, Missouri, it is slightly higher (11.6% higher from KCMO 2017 estimates) who emit 35.58 mt CO₂e per FTE.

The economies of scale for operations of larger cities, such as Kansas City, MO, with more staff members, leads to lower per capita contributions to the footprint, through more efficient use of facilities and other assets.

Emissions from Transportation

Transportation accounted for the remaining 18% of emissions from the city's operations. Roeland Park owns 20 fossil-fuel powered vehicles which resulted in 10% of the emissions. In the future, the city could seek opportunities to reduce dependence on petroleum-powered vehicles and transitioning to zero-emissions vehicles, such as electric vehicles.

Additionally, city staff and employee commuting, both through on-road transportation, and air travel accounted for the remaining 8%. Reduction strategies include:

- Transforming the fleet to electric drivetrain vehicles
- Carpooling to work based on route similarity for staff members

*Other, non-transit fuel use, for gasoline or diesel, such as small-engines (lawn-mowers) were disregarded



City operations (Roeland Park)

1,177

mt CO₂e

39.72

mt CO₂e
per capita
FTE

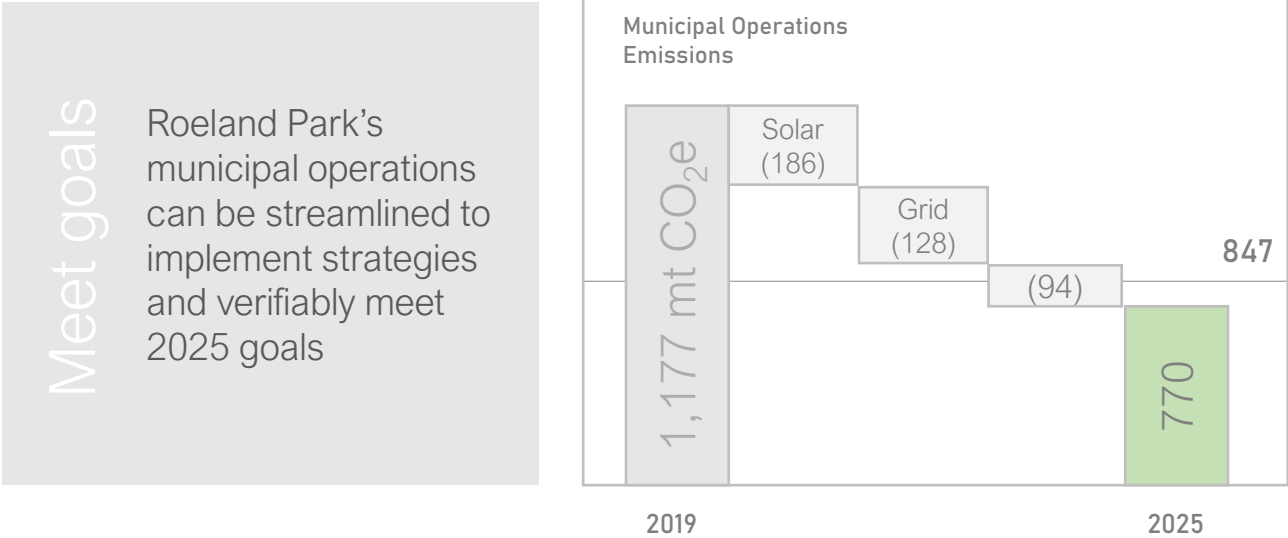
Municipal buildings	Units	2019	GHG (MT)	GHG (%)	
Natural gas	M MCF	8,216	447.77	38%	82%
Electricity	MWh	974	517.79	44%	
Transportation		2019			
Aviation	Miles flown	4,768	1.57	0%	18%
Staff commuting	US gal (gasoline)	11,000	96.91	8%	
Fleet vehicles	US gal (motor gasoline and diesel)	12,424	112.80	10%	

Preliminary data on city-owned greenhouse gas emissions

No steam, heat, or chilled water usage was reported in municipal-owned buildings; and N₂O from wastewater was negligible

Electricity emissions factors were assumed to be eGRID subregion SPNO for the energy provider

The Climate Registry, Tier C Method and US EPA emission factors of fuels, such as natural gas, motor gasoline, diesel fuel etc. was used in estimation according to inventory framework



If the Paris Accord targets, for 28% are set for a goal by 2025 (770 metric tons), the 3 strategies could collectively deliver over 400 metric tons of reduction.

Roeland Park’s partnership with Dynamhex allows continued measurement and evaluation. The city’s leadership has ensured the progress to create a health community in the coming years leading up to 2025.



City of Roeland Park, KS Community-wide emissions

- The City of Roeland Park, KS has committed to take the first step towards reducing emissions by engaging Dynamhex, to quantify total emissions across its borders, and identified sources throughout the community.
- The data includes emissions from the burning of fossil fuels, from generation of electricity used in residential homes, commercial offices, stores and educational institutions, as well as use of fuels, such as natural gas, motor gasoline and diesel.
- Summarized here is the City's carbon footprint and greenhouse gas emissions, which forms the basis of forward-looking reduction strategies.

Community-wide

Emissions from the Buildings Sector

Residential buildings account for 53% of the total community's footprint*

- The city and its residents can evaluate and help implement various interventions across both single-family and multi-family structures, that shifts buildings away from reliance on fossil-fuels (e.g., natural gas, coal, oil) while saving energy costs. Electricity usage alone accounts for 30% of the emissions from residential buildings, while natural gas accounts for the remaining 23%.

Strategies and emissions reductions in the residential sector include:

- Energy efficiency through better insulation to reduce 4,126 mt (7.5%)
- Heating, cooling and lighting upgrades for 2,134 mt (4%) reduction

Dynamhex will enable each resident within the City of Roeland Park to log in to the portal to explore their own emissions footprint, due to consumption of energy, both electricity and direct fuels, such as natural gas and others. Fuel consumption in transportation is another source of emissions. Each of the above reduction recommendations could be personalized, to evaluate building or household-level cost savings, and emissions reduction potential.

Commercial buildings and other building types can view their footprints, for more personalized ways to reduce their emissions and help city leadership in meeting community-wide goals in a transparent, accountable and equitable way.

*Commercial (offices, schools, etc.) and industrial buildings account for 24% of emissions



Mitigation Opportunities

50% of community-wide emissions come from the power sector*:

- Key partnerships with the local utility is critical to understand and project emission reductions, as nearly half of all emissions the city was due to the choice of fuel feedstock used in electricity generation.

Aggregate emissions due to energy production

The power grid programs, such as more renewable energy can significantly reduce emissions for the district. Evergy plans on reducing the carbon content of its power over the next few years by increasing their mix's share of renewables. This shift in mix could lead to almost 2,000 (3.6%) metrics of reduction by 2025.

Additionally, almost 6,400 (12%) metric tons of emissions can be reduced if residential and commercial buildings adopted rooftop solar, instead of using grid-based electricity, much of which is produced from fossil-fuel generation.

*Power sector emissions are summative with building and other sectors that consume power

Emissions from Transportation

23% of the City of Roeland Park's emissions are due to the burning of motor gasoline and diesel which are used to power different vehicles within the city's borders.

Transitioning passenger and vehicles from conventional internal-combustion engines to electric models that produce zero tailpipe emissions, is a way to reduce transportation-related emissions. Another way is to encourage more biking and walking, as well as carpooling on trips with mutual destinations.



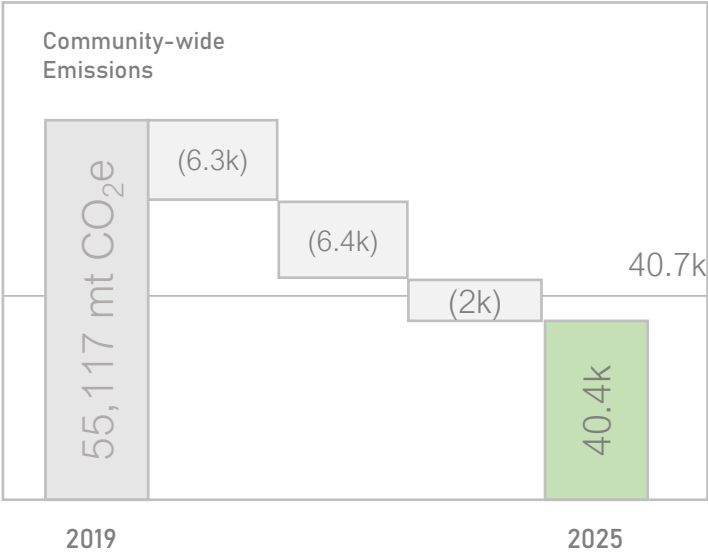
City of Roeland Park, KS

55,117 mt CO₂e

Commercial buildings		Units	2019	GHG (mt)	GHG (%)	22%
Petroleum (fuel oil)	US gal		11,384	116	0%	
Natural gas	M MCF		36,169	1,971	4%	
Electricity	MWh		19,312	10,267	19%	
Industrial facilities		Units	2019	GHG (mt)	GHG (%)	2%
Petroleum (fuel oil)	US gal		2,387	24	0%	
Natural gas	M MCF		4,238	231	0%	
Electricity	MWh		1,651	878	2%	
Residential buildings		Units	2019	GHG (mt)	GHG (%)	53%
Petroleum (fuel oil)	US gal		8,847	90	0%	
Natural gas	M MCF		229,344	12,499	23%	
Electricity	MWh		31,170	16,570	30%	
Transportation		Units	2019	GHG (mt)	GHG (%)	23%
Railway	US gal (diesel fuel and electricity)		0	0	0%	
Waterborne	US gal (motor gasoline and diesel)		136	0	0%	
On-road	US gal (motor gasoline and diesel)		981,800	12,471	23%	

Meet goals

Roeland Park's community-wide footprint can be reduced by undertaking strategies and meet 2025 targets



By understanding the community's emissions in greater detail, the city and its residents can better understand where deploy above actions, reductions and solutions, and meet targets (26-28% reduction, by 2025).

The city leadership, with the partnership with Dynamhex, is opening up portals for all the residents to access and understand their footprint, and take steps to reduce it.

RESOLUTION NO. 676

A RESOLUTION ADOPTING A GOAL TO REDUCE CARBON EMISSIONS CITY-WIDE BY 28% BY 2025 FOR THE CITY OF ROELAND PARK

WHEREAS, the City of Roeland Park has a duty to promote the public health, safety and welfare of its residents, including access to clean air, clean water and a livable environment; and

WHEREAS, energy resources we use as a local government and community significantly impact public health, safety, and welfare including the economic and social well-being of current and future residents; and

WHEREAS, there is unequivocal scientific consensus that human activity is significantly responsible for the continuing acceleration of a warming global climate; and

WHEREAS, in order to effect change and reduce harmful greenhouse gasses that deteriorate the atmosphere and contribute to global warming, the City leadership needs to lead at the local level and make a commitment to reduce carbon emissions; and

WHEREAS, the City recently contracted to use a carbon emissions tracking software Dynamhex to measure and track its progress toward emissions reduction; and

WHEREAS, Dynamhex determined the total carbon emissions city-wide as of 2019 were 55,117 metric tons of greenhouse gases; and

WHEREAS, the Paris Climate Agreement goals state that communities should strive to reduce carbon emissions by 28% by 2025; and

WHEREAS, Roeland Park residents and businesses will be able to use the Dynamhex tool to measure their own personal carbon footprint and get recommendations on how they can make their homes or businesses more sustainable; and

WHEREAS, the Climate Action KC Playbook provides focused actions that local governments can take to mitigate its environmental impact through its approach to procurement, fleet, energy consumption and more; and

WHEREAS, it is the goal of the Roeland Park Governing Body and the City's Sustainability Committee to lead by example and set a goal to reduce emissions to the extent possible locally; now

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS, AS FOLLOWS:

Section 1. To adopt the goal to reduce carbon emissions city-wide by 28% by 2025.

Section 2. The Governing Body will take steps to achieve this goal through the implementation of strategies as suggested in the Climate Action KC Playbook and Dynamhex.

PASSED by the Governing Body of the City on May 18, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

Item Number: Reports of City Officials:- X.-A.
Committee 5/18/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 5/18/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department:
Title: **Weekly COVID-19 Update**
Item Type:

Recommendation:

For informational purposes only

Details:

Please see attached report

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
□ Update for May 11th - May 15th

Type
Exhibit

Memo



To: Governing Body

From: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director

CC: Keith Moody, Donnie Scharff, John Morris, Kelley Nielsen

RE: COVID-19 Update for the Week of May 11th – May 15th

Below is a summary of activities that took place for the week related to the COVID-19 Pandemic in Roeland Park and beyond.

General

- Mayor issued a Declaration of Emergency for the week of May 11th
- [Governor Kelly announce Phase 1.5](#) of the reopening plan that will start on Monday, May 18th. Phase 2 was scheduled to begin on May 18th but has been delayed due to not meeting the daily rate of disease spread not showing a downward trajectory. Phase 1.5 allows for the operation of a few additional services such as nail and hair salons and gyms as long as physical distancing is maintained. Johnson County is currently on the same schedule as the rest of the state <https://shawneemissionpost.com/2020/05/15/public-health-officer-gives-ok-for-johnson-county-to-reopen-with-the-rest-of-kansas-92949/>.
- The State also provided [business guidelines](#) for reopening during the phased process.
- Johnson County residents over 18 years old can now get free COVID-19 testing if they are exhibiting symptoms of the disease. They request that all residents attempt to get a test through their Primary Care Provider first. [Testing begins May 18th by appointment](#).

Administration/Neighborhood Services

- City Hall staff returned to City Hall on Monday, May 11th on their regular schedules.

Police Department/Municipal Court

- Judge Torline has suspended the use of fingerprints until further notice.